



Corvallis

SCHOOL DISTRICT

NOTICE

NOTICE IS HEREBY GIVEN of a meeting of the Corvallis School District Board of Directors.

Date & Time	Meeting Type	Location	Agenda
Thursday, September 13, 2018 6:30 PM	Regular	District Office Board Room, 1555 SW 35th Street, Corvallis, OR 97333	See attached.

Accessibility: *To request accommodations for board meetings, please contact Kim Nelson at 541-757-5841 or kim.nelson@corvallis.k12.or.us at least 48 hours before the meeting.*

If you would like to watch live-streaming of the School Board meeting, please navigate to the District's YouTube channel: <https://www.youtube.com/channel/UC9Jtpte5dmilZl9kySBjVQ?> A recording of the meeting will also be posted to that channel.

POSTED: Corvallis School District Administration Building
Hans Boyle, Education Editor, Gazette Times (Via Email)

For more information, please contact Kim Nelson at 541-757-5841 or at kimberly.nelson@corvallis.k12.or.us



Corvallis

SCHOOL DISTRICT

Thursday, September 13, 2018
6:30 PM

AGENDA
Business Meeting of the
BOARD OF DIRECTORS
Corvallis School District 509J

Meeting Details: Thursday, September 13, 2018, 6:30 PM in the District Office Board Room, 1555 SW 35th Street, Corvallis, OR 97333.

If you would like to watch live-streaming of the School Board meeting, please navigate to the District's YouTube channel: <https://www.youtube.com/channel/UC9Jtpte5dmilZI9kySBJbVQ?> A recording of the meeting will also be posted to that channel.

- I. CALL TO ORDER AND ROLL CALL (6:30 p.m.)
- II. PLEDGE OF ALLEGIANCE
- III. BOARD MEMBER REPORTS (SCHOOL LIAISONS AND DISTRICT COMMITTEES/WORK GROUPS) (6:35 p.m. approx.)
- IV. SUPERINTENDENT'S REPORT



Corvallis
SCHOOL DISTRICT

Superintendent's Update

Shared with the Corvallis School Board during the September 13, 2018 meeting.

Thank you to Staff

I want to start my September report with a video that was shared at our all staff gathering in August. The video captures the dedication of our staff and the rich diversity of our district. I am proud of the work that is taking place in all of our buildings and appreciate each and every employee's contribution. The video can be viewed at the following link [HERE](#).

School Year Kick-Off

The start of a new school year is always exciting. I want to highlight several key investments that we have prioritized for this school year.

We have introduced our new elementary reading curriculum, Collaborative Classroom. Staff received professional development during August and are now using these new materials in their classrooms. The curriculum adoption includes a strong professional development component utilizing the lesson study model, in which staff developers from Collaborative Classroom teach modeled lessons for our staff, and discuss the strengths and areas for improvement from the lesson. The lesson study model will be utilized throughout the school year.

At the middle school level the new science curriculum, Amplify Science, has been introduced. This curriculum is a robust, multimodal, hands-on program made to fulfill 100 percent of the Next Generation Science Standards as well as a number of common core English language arts and math standards. Staff from across our middle school level came together to develop a scope and sequence creating continuity across our schools.

At the high school level we have developed a course required for all 9th grade students called "Freshman Success." This class is the combination of freshman health and a curriculum focused on the skills students need throughout their high school career and the world of college and career.

We now have Chromebook carts at our high schools. This access to technology will allow our students, who have utilized technology throughout a portion of elementary school and all of middle school, to have access to this important digital tool. Staff participated in professional development sessions at our PD Fair in August that offered a self-paced online tutorial focused on Google Fundamentals, Device Fundamentals, and Digital Citizenship for Educators.

Finally, we have implemented additional Career and Technical Education courses at our high schools. New offerings include Autos 1 at CV, Computer Science at CHS and CV, an expanded Health Occupations class at CV and Forestry at CHS. These classes provide additional relevance and real world learning for our students.

Sustainability Plan Development

We have started work with Brendle Group, a sustainability consultant, to facilitate the development of a district Sustainability Plan. The plan will focus on energy and water conservation, food and waste,

transportation, and construction. In addition cross-cutting themes such as student engagement, community partnerships, equity and inclusion, and improved learning environments will be applied.

Earlier this week district staff met via video conference with Conor Merrigan, the project manager and proud OSU graduate and Becca Stock, Lead Analyst on the project. The first task is underway which involves creating a sustainability baseline assessment. District staff and Brendle Group are collecting data such as district-wide energy and water use, fuel costs for district vehicles, and waste management. The next task will be the development of a staff/community survey as part of the assessment process. The baseline assessment and data gathering are expected to be completed by December.

The district has created a planning group, facilitated by Assistant Superintendent Kevin Bogatin, that will meet with the Brendle Group project team via video conference every other week. In January a larger team will gather to analyze the assessment information and work on a sustainability vision, focus areas, and goal setting.

Health and Wellness: Mental Health Support

September is national suicide prevention month. We are committed to raising awareness about the importance of mental health and removing the stigma about the need for mental health support. At our back to school professional development day, more than 500 district staff attended suicide prevention trainings based on QPR (Question, Persuade, Refer), a proven suicide prevention intervention. Increased awareness of the warning signs of mental health issues is a critical way that our district supports kids. I am pleased that so many of our staff participated in this training and are learning to recognize the warning signs of a crisis that could lead to suicide and how to question, persuade, and refer someone to help. If someone you know is in crisis, there are many resources available. Call 1-800-273-TALK (8255) or in Spanish: 1-888-628-9454

Meritorious Budget Award Received

I am pleased to share that the Association of School Business Officials International (ASBO) has recognized Corvallis School District for excellence in budget presentation with the Meritorious Budget Award (MBA) for the 2018–2019 budget year.

ASBO International MBA award and Pathway to the MBA promote and recognize best budget presentation practices in school districts. This recognition highlights our commitment to budget documents that are accurate, easy to read, and that communicate the district's goals and objectives. We are committed to continually improve our budget presentation process and I am proud of the work of our business services staff, led by Finance and Operations Director Olivia Meyers Buch.



Corvallis

SCHOOL DISTRICT

V. PUBLIC/STAFF COMMENT (7:00 p.m. approx.)

NOTE: To indicate your desire to comment, please arrive several minutes before the meeting begins, and complete a request card; then, turn it in to the Board Secretary before the meeting begins. See attached guidelines for providing input to the School Board.



Corvallis

SCHOOL DISTRICT

Providing Input to the School Board

(Revised 03-03-18)

The Corvallis School Board values the opinions and input of students, staff, parents, and the community. Comments may be provided during certain meetings and/or via written correspondence, as outlined below.

I. Public Comment at School Board Meetings

This option is available when *Public Comment* is an item on the agenda. To offer comments:

- A. Complete a “Comment Request” card, which can be found on a table near the entrance to the meeting room, and give it to the Board Secretary at the head table **before** the meeting begins.
- B. Keep your comments within the specified time allotted, usually three minutes, to allow time for others to comment.
- C. Direct your comments to the School Board. The Board Chair will refer questions or requests for action to staff for response at a later date.
- D. If you read from a prepared statement, you may choose to leave your written comments with the Board Secretary to post online with the informational packet of the meeting and/or to file with the official minutes of the meeting.
- E. Handouts are not required but should you wish to provide them, please bring 13 copies and give them to the Board Secretary to distribute.
- F. When you testify, your name, address and comments are matters of public record; however, students and staff do not need to provide their addresses.

II. Written Correspondence

Letters, emails and other written materials submitted to the School Board are considered public record. They may be submitted via U.S. mail to: Corvallis School Board, 1555 SW 35th Street, Corvallis, OR 97333. Emails may be sent to: schoolboard@corvallis.k12.or.us, and will reach all Board members as a group.

Others who also will receive emails sent to this address are: Superintendent, Assistant Superintendent, Human Resources Director, Finance and Operations Director, and Executive Assistant to the Superintendent and Board of Directors (also known as the Board Secretary).

III. Telephone Communication

Vincent Adams	541-738-4324	541-240-4055	Sarah Finger McDonald	541-908-3756
Sami Al-AbdRabbuh	541-283-6611		Terese Jones	541-230-1673
Judy Ball	541-758-1671	240-997-1222	Ed Junkins	801-706-1892
Jay Conroy	541-912-4380			



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Rance Shaw, Attorney at Law
Amy R. Spangler, Attorney at Law

September 13, 2018

Corvallis School Board
1555 SW 35th St.
Corvallis, OR 97333
schoolboard@corvallis.k12.or.us

Via USPS and Email

Re: Transgender and Gender Nonconforming Students Policy

We first want to commend district personnel and school board members who have brought forth this policy for consideration. It is a good first draft and although we have suggestions for refinement, we are grateful that this is a priority for the district. With that said, there are a number of changes that we request be made prior to the adoption of this policy.

1. On page 1, under the section *Names and Pronouns*, the term "misrepresentation" is concerning. In many high-profile cases, the argument is made that using a gendered name that is not consistent with a student's physical anatomy or legal gender marker is inherently misrepresentation and should be prohibited. In reviewing the rest of this policy, it seems that it is the intent to allow students, whenever possible, to be identified by their preferred name and gender marker, as well as by their preferred pronouns. As with children who want to be called by a nickname or use the last name of a step-parent or another name that is not their legal name, the school should honor the request of transgender and gender non-conforming students to be called by their preferred name. Requiring that the name not be a "misrepresentation," sets up a system in which someone at the district (and this policy does not tell us who that person would be), would need to make a determination about what is "misrepresentation." This policy does not provide any guidance about how that determination is to be made.
2. While the idea of "Safe zones" may seem appealing on the surface, we have concerns about the practical implications of this. Who is making sure those are actually safe? What's safe about them? Are the people in those spaces trained? How? How do students find out about these "safe zones"? Doesn't this imply that other places/spaces aren't safe? While it may be true that some spaces are safer on campuses than other spaces, the policy of the district should clearly be to ensure that transgender and gender non-conforming students are safe everywhere on campus.
3. Frequently, court orders are issued in child custody cases which include provisions that restrict a parent's right to use a name other than the name on the child's birth certificate. Although the Standard Benton County Parenting Plan lists only the child's last name, individually drafted parenting plans often prohibit the use of any alternate name. However, even when language prohibiting the use of an alternative name is included in

a signed court order, this court order is not binding on the school district since the school district was not a party to the custody case. It is also not legally binding on the child whose parents are subject to the order. The District's policy language should be clear that the school can allow a child to choose their own name and gender marker unless there is a binding court order against the District requiring that a different name and gender marker be required. This is consistent with the wide-spread practice of allowing children to request to be known by a preferred name, including last name. This often comes up for children who are being raised by step-parents or guardians who do not share their last name. The policy for transgender and gender non-conforming students should mirror this practice so that a student's asserted preferred name is always used.

4. On page 2, we have concerns about the language that recommends that school staff privately ask transgender or gender nonconforming students how they prefer to be addressed in class and also in the school's communication with the student's parents or guardians. First, it should be made clear that these may be different and that a student can opt to be addressed by one name and pronouns at school and by another name and pronouns with parents and guardians. Second, there is controversy about whether it is appropriate to ask students in this environment to introduce themselves with their preferred name and pronoun at the beginning of the term. This is a complex and nuanced issue that should be considered with the input of transgender and non-conforming students and teachers and advisors who work with them. Does this policy preclude a teacher from asking for introductions that include preferred name and pronouns in the classroom setting? If that is the policy, then would it also apply to clubs like GSA and the Equality Club where it may be appropriate for this type of introduction?
5. The policy should make it clear that diploma and academic records should be issued to former students, in addition to current students, using names and gender markers that are consistent with their gender identity.
6. The policy should clearly state that students should use the bathroom, locker room, or shower facilities consistent with their gender identity and that any student uncomfortable with using that facility should be permitted to use a single stall bathroom, a curtained area, or shower privately when facilities are available to do so. It should be clear that the student who is uncomfortable should opt for the single stall or curtained area. This may be the transgender or gender non-conforming student who is uncomfortable in gendered facilities or it may be a cisgender student who is uncomfortable with a transgender or gender non-conforming student in gendered facilities. If the transgender student is comfortable, then the cisgender student should be the one to use the separate facility.
7. The district policy should include a long-term plan to provide single stall bathrooms, locker rooms with private changing spaces, and private showers in all future renovations or buildings that have these facilities.
8. What does "consistently assert" mean? What about questioning kids who are exploring? How long do they need to assert? How often? "consistently assert" language is outdated and introduces diagnostic language into the school setting that is inappropriate. If a student asserts they are transgender or gender non-conforming, the school should honor a request to use the student's preferred name and gender marker.
9. The term "transsexual" should not be used as it is generally out of favor and in any event generally is not accurate for trans youth.

10. Include definition of non-binary. We suggest the following: Non-binary is the term generally used for any gender identity that is not exclusively masculine or feminine. Non-binary people may express a combination of masculinity and femininity, or neither, in their gender expression.
11. The definition of "gender non-conforming" should also include those who present as masculine or feminine at different times.
12. The definition of Queer, while possibly technically accurate, is outdated. We suggest the following definition: "A term for people of marginalized gender identities and sexual orientations who are not cisgender and/or heterosexual." While this term has historically been used as a slur, in some contexts it has been re-appropriated by the Queer community and is no longer considered pejorative. Nevertheless, in other contexts it continues to be used as inappropriate hate speech. As with other issues addressed in this letter, this is not an issue that can be easily summed up in a definition section of a school policy such as this.
13. There needs to be a clear path for the transgender and gender non-conforming students to inform the school of their choice. Who are they supposed to tell? Is it the principal, their counselor, a classroom teacher, or a designated person? How is the student supposed to know who they are supposed to tell?
14. For students who have completed their transition, prior name and gender information should be protected in the same manner as protected health care information under the Health Insurance Portability and Accountability Act (HIPAA).
15. The policy should provide clear information to students, parents, and district staff about who they should contact if there is a violation of this policy they wish to report and that there will not be any retaliation for doing so.
16. Training should not be subject to available funding. The district policy should be that every new and returning employee receives training about the policy when they are hired and each year. Transgender and gender non-conforming youth are particularly vulnerable. Untrained teachers regularly do and say things that make transgender and gender non-conforming youth feel unwelcome and unvalued. This is often done unintentionally, but regardless of intention, it can send a message that there is something wrong with the student. If the district wants to support transgender and gender non-conforming students, then training is essential.
17. On page 1 of the proposed policy, it states that bias and discrimination is "on the basis of sex, sexual orientation, and gender identity," however, later on page 1, it says "on the basis of sex, sexual orientation, and/or gender identity or expression." These should be the same, and we would suggest "sex assigned at birth, gender identity, gender expression, and/or sexual orientation."
18. Throughout the policy, "sex, gender assigned at birth, and sex assigned at birth" appear to be used interchangeably. If the policy is intended to distinguish between these terms, then they should be included in the definitions. If not, then one term should be used and it should be defined. We suggest that "sex assigned at birth" be used throughout as, in our collective experience, this is the most commonly used term to describe what the policy is addressing.
19. Because many of the terms in this policy are not commonly known, we suggest moving the definition section to the top of the policy.

20. We suggest that the first line in the definition of gender identity be changed to, "The District recognizes that all people have a gender identity and that gender identity is separate and distinct from sexual orientation."
21. Throughout the policy, there should be more clarity on the distinction between gender identity and gender expression. For example, in the gender identity definition it says, "It includes gender-related identity, appearance, or behavior." In the gender nonconforming definition it says, "A person whose gender identity does not align with traditional or stereotypical expectations or norms." In our opinion, it should say gender identity or gender expression in the gender definition and it should include the sentence, "This is a form of gender identity."
22. The policy regarding a permanent change of name and gender marker on a student's record needs additional fine tuning and the standard may be different for name changes and gender markers. With respect to name changes, a student's permanent record should only be changed based on a legal name change, which could be verified by a court order or a new birth certificate. There is no legal authority, nor is there any reason to think that a healthcare professional is in the position to authorize a name change for a student. Moreover, even if the District were to require this, who would review the document? Would the District maintain a copy? Is there a process in place to make sure that this protected health care information would be protected under HIPAA? Changing a student's name on a permanent record without a legal name change may cause difficulties for the student in the future if the name change is never legalized. There may be a different standard appropriate for a permanent change to the gender marker for a student, but, again, this is a complex issue that needs more careful wording and consideration.
23. The term "to transition at school" should be changed to "to socially transition at school."
24. The term "sex-specific facilities" should be "gender-specific facilities."
25. Instead of stating, "Transgender and gender nonconforming students shall have the right to dress in a manner consistent with their gender identity or expression," shouldn't this say that all students have the right to dress with whatever expression they want so long as they conform to gender-neutral dress code requirements?
26. It appears that the following sentence was deleted from a previous draft: "Schools should evaluate all gender-based activities, policies, rules, and practices – including classroom activities, school ceremonies, school photos – and maintain only those with a clear and sound educational purpose. Gender-based policies, rules, and practices can have the effect of marginalizing, stigmatizing, and excluding students, including gender nonconforming students." We would like to see that policy remain in the policy. For example, there is no educational validity to an in-class activity that requires "all boys" to be on one team and "all girls" to be on another and this policy excludes non-binary students from either team.
27. The policy which allows the district office to provide additional support as required should be expanded to include a clause which makes it clear that this should be provided if it is wanted by the student.

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Again, we want to thank the District for its commitment to all students and for their work on this complex and nuanced issue.

Sincerely,

Lorena Reynolds, Attorney at Law

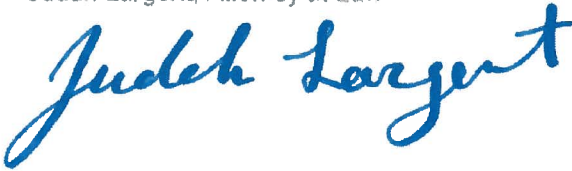

Ryan Moreno, CHS Class of 2018


Nora Broker, CHS Class of 2003


Rebecca Wood, CV Parent


Chelsea Whitlow, Out and About Facilitator

 9/13/18
Judah Largent, Attorney at Law





Corvallis

SCHOOL DISTRICT

VI. SPECIAL REPORTS

- VI.A. Board Policy: Transgender and Gender Nonconforming Students
 - Nondiscrimination on the Basis of Gender Identity (7:20 p.m. approx.)



Corvallis

SCHOOL DISTRICT

Prepared for: Corvallis School Board

Prepared by: Jennifer Schroeder, Assistant to the Director of Finance and Operations

Meeting Date: September 13, 2018

Staff Report: Policy Regarding Transgender and Gender Nonconforming Students

NO ACTION REQUIRED

This document provides feedback regarding a policy proposed by Director Ball, entitled “Transgender and Gender Nonconforming Students – Nondiscrimination on the Basis of Gender Identity.”

History and Current Practice Regarding Transgender and Gender Nonconforming Students

School level counseling and data staff (registrars) began asking me for guidance in coding transgender and gender nonconforming students as early as 2015-16. I contacted the Oregon Department of Education (ODE) for guidance; in the meantime, absent guidance from ODE, I advised registrars to change preferred name fields as appropriate and keep legal names legal.

ODE published official guidance to school districts regarding transgender students in May 2016. Other groups, including the district’s liability insurance company, provided similar guidance. Best practices were shared at various educational conferences attended by key district personnel (Assistant Superintendent, Human Resources Director, Risk Manager, etc.). This guidance was, in turn, shared with school personnel (principals, counselors, registrars).

As the guidance was disseminated, registrars identified “pinch points” for students in Corvallis. Some of the concerns included:

- Support for students who are “coming out” and having conversations with family and friends.
- Restroom accommodations.
- “Legal name” is used to feed a variety of student systems including email addresses, system logins, student body cards, etc.

Work began to remove as many of these “pinch points” as possible. One large shift included the re-mapping of district record-keeping systems to pull “preferred name” rather than “legal” wherever possible. (Effective 2017-18, all student email addresses are developed based on the first and last names as they appear in the “preferred” fields, not “legal.”)

In July 2017, the Oregon Department of Motor Vehicles expanded gender identification options available to include “X” (non-binary) in addition to “F” (female) and “M” (male). ODE worked to implement changes to data collections and other systems during the 2017-

18 academic year, and announced the requirement to offer “X” as an option on registration/employment paperwork effective July 2018.

Anticipating this change, information systems in Corvallis (both for students – Student Information System, and for staff – Infinite Visions) were reconfigured/programmed to allow a third gender option. All paper registration forms were printed with “X” as an option and with both Legal and Preferred name fields available. (Legal name cannot be changed via RegiStar for re-enrolling students; it may be changed in person/writing at the school level.)

Knowing that “X” would not be viable for federal reporting, plans were made (by both state and local data reporters) to address discrepancies by explaining that Oregon law is unique from federal law.

The official guidance published by ODE in 2016 continues to serve as the basis for how school staff work with transgender and gender nonconforming students.

Considerations for the Policy as Proposed

1. Current database/system constraints

Constraints and construct of our current data systems immediately violate stated policy details. Data systems include those controlled by the district and/or regionally (SIS, Infinite Visions, Pinnacle, InTouch, etc.) as well as those controlled by outside agencies such as the Oregon Department of Education and the United States Office for Civil Rights (OCR). Two specific examples:

- A. “Records with the student’s birth name should be kept in a separate, confidential file.” (“Names and Pronouns,” paragraph 6, sentence 2)

Student data is held in a student information system (SIS), provided by LBL-ESD. While the system allows some information to be suppressed based on user roles, legal name information, for example, is currently readily available. Compliance with the proposed policy statement would require review of the current system and, potentially, comprehensive reprogramming by the ESD.

Legal name is currently utilized by the Oregon Department of Education for student assessment databases. Therefore, each time a student logs into the state system for testing, legal name is used. This is outside the immediate control of the district. Compliance with the proposed policy statement could only occur if ODE were to change its current practice.

- B. “Authorized school personnel with access to transgender and gender nonconforming students’ identity shall not disclose any information that may reveal a student’s transgender status to others – including the student’s parents or guardians and other school staff – unless legally authorized to do

so or unless the student has authorized such disclosure.” (“Privacy, Confidentiality, and Student Records,” paragraph 2, sentence 1)

Data fields do not currently exist to offer verification that staff have the authority/authorization for disclosure. Reprogramming at the ESD level would be required to add these types of data fields into current record-keeping systems.

“Preferred Name” information flows through SIS into a variety of publicly available locations – including gradebook systems accessible to guardians and student email addresses. If parents/guardians are unaware of a student’s request to the district to utilize a specific preferred name, the flow-through would cause us to be non-compliant with this proposed policy statement.

2. Legal Constraints

As the vast majority of our students are minors, the district will need to determine its scope of responsibility to parents/guardians as well as dependent minor students. This becomes particularly difficult in situations where parents/guardians may not be supportive of a student’s assertion of preferred name or gender.

Staff Recommendations for Continued Progress

1. Actively lobby ODE, College Board, and other entities to update their practices and systems in such a way as to dovetail more effectively with our district’s practices.
2. Identify specific data fields to be updated/altered/adjusted, as well as access to said data, to ensure feasibility of confidentiality.
3. Develop, implement, and maintain district training for staff and students as appropriate.

TRANSGENDER AND GENDER NONCONFORMING STUDENTS – NONDISCRIMINATION ON THE BASIS OF GENDER IDENTITY

In accordance with Oregon law, the Board requires that all classrooms, programs, activities, and employment practices be free from bias and discrimination on the basis of sex, sexual orientation, and gender identity.¹ This policy for the District and its schools is designed to ensure a culture where transgender and gender nonconforming students feel safe, supported, and fully included, and to meet each school's obligation to provide educational opportunities for all students without discrimination.

Definitions referenced in this policy are provided at the end.

BIAS-BASED CONDUCT, DISCRIMINATION, AND HARASSMENT

It is the policy of this District to maintain a safe and supportive learning and educational environment for all students. It is the responsibility of each employee, each school, and the District to ensure that transgender and gender nonconforming students have a school environment free from bias, discrimination, and harassment on the basis of sex, sexual orientation, and/or gender identity or expression.

Reports of discrimination or harassment based on actual or perceived gender identity or gender nonconformity are to be handled in the same manner as other reports of bias-based conduct. For more information, see related policies:

- JFC/JG, Student Conduct and Discipline,
- JFCF, Hazing/Harassment/Intimidation/Menacing/Bullying/Cyberbullying/Teen Dating Violence – Student
- GBNA, Hazing/Harassment/Intimidation/Menacing/Bullying/Cyberbullying – Staff,
- GBN/JBA, Sexual Harassment.

School staff members should take all reasonable steps to ensure safety and access for transgender and gender nonconforming students at their school and support students' rights to assert their gender identity and expression. Reasonable steps may include allowing a transgender or gender nonconforming student to go to a safe space (e.g., main office, counselor's office) at any time the student encounters a situation that feels unsafe or uncomfortable, or designating certain classrooms, offices or locations in a school intended to provide a safe zone where any student, may go to be free from judgment and to feel comfortable and safe.

NAMES AND PRONOUNS

A student may adopt a name that is different from their legal name, provided the change of name does not effect a misrepresentation. When the District or a school receives a request for a name

¹ Oregon Department of Education, *Guidance to School Districts: Creating a Safe and Supportive School Environment for Transgender Students*, 5 May 2016.

change or gender change, schools should accurately record the student's chosen name and gender on all school-based records. A court-ordered name or gender change is *not* required for a student to declare a preferred name and gender designation.

Unless legally required to use a legal name or sex assigned at birth on school records and other documents, the District and its schools will use the name and gender preferred by the student, including using the student's preferred name in class and for attendance reports, classroom rosters, identification badges, announcements, certificates, newspapers, newsletters, and yearbooks.

Every student has the right to be addressed by the preferred name or pronouns that correspond to the student's gender identity. Some transgender and gender nonconforming youth may feel most comfortable being addressed by gender-neutral pronouns or just referred to by their names (without pronouns). It is recommended that school staff privately ask transgender or gender nonconforming students how they prefer to be addressed in class and also in the school's communication with the student's parents or guardians.

After the District acknowledges a change in name or gender identity, school personnel shall not intentionally refuse to refer to the student by the student's chosen name and pronouns. For a student who has previously been known at school by a different name, school personnel should be vigilant to use the student's preferred name and appropriate pronouns. The district office will be available to provide additional support in the transition process.

Although a student may establish a preferred name and gender designation for daily school operations, the District shall maintain the full legal name of the student in the student record in accordance with applicable law. A student's permanent record shall be changed to reflect a change in the student's legal name or gender upon receipt of documentation that such legal name and/or gender have been changed pursuant to a court order, new birth certificate, through state or federally issued identification, or with documentation from a licensed healthcare practitioner.

To the extent that the school is not legally required to use a student's birth name and gender on school records or documents, every effort should be made to update student records with the student's chosen name and not circulate records with the student's birth or legal name. To the extent practicable, records with the student's birth name should be kept in a separate, confidential file.

When appropriate, the district will provide a transcript and/or diploma reflecting the student's chosen name and/or gender identity.

PRIVACY, CONFIDENTIALITY, AND STUDENT RECORDS

All confidential and medical information relating to a transgender or gender nonconforming student's identity shall be appropriately maintained by authorized personnel in accordance with applicable state, local, and federal privacy laws.

Authorized school personnel with access to a transgender or gender nonconforming student's identity shall not disclose any information that may reveal a student's transgender status to others – including the student's parents or guardians and other school staff – unless legally authorized to do so or unless the student has authorized such disclosure in writing. If a school is legally authorized to disclose a student's transgender status, the school should provide the student a reasonable opportunity to make that disclosure, where practicable. This would include making support services available to the student for making the disclosure in a safe and supportive environment.

Transgender and gender nonconforming students have the right to discuss and express their gender identity and expression openly and to decide when, with whom, and what private information to share. The fact that a student chooses to use a different name, to transition at school, or to disclose their transgender status to staff or other students does not authorize school staff to disclose the student's confidential or medical information to others. When contacting the parent or guardian of a transgender or gender nonconforming student, school staff should use the student's legal name and the pronoun corresponding to the student's gender assigned at birth unless the student, parent, or guardian has specified otherwise. (See "Student Transitions" below.)

Evidence of a medical diagnosis, treatment, or other documentation is *not* required for a school to accommodate requests regarding gender identity.

RESTROOMS, LOCKER ROOMS, AND CHANGING FACILITIES

All students, including non-binary students, are entitled to access to restrooms, locker rooms, and changing facilities consistent with their gender identity.² A student shall not be required to use a restroom, locker room, or changing facility which is inconsistent with the student's gender identity. Where available, a single-stall bathroom or curtained area may be used by any student as a matter of the student's choice.

Commented [JB1]: Discussion: Isn't this inconsistent with Judge Hernandez decision?

Some students may feel uncomfortable sharing sex-specific facilities with a transgender or gender nonconforming student. This discomfort is not a reason to deny access to the transgender or gender nonconforming student. School administrators and counseling staff should work with all students to address any reported discomfort, to foster understanding of gender identity, and to create a school culture that respects and values all students.

PHYSICAL EDUCATION CLASSES, INTRAMURAL SPORTS, AND INTERSCHOLASTIC ATHLETIC ACTIVITIES

Oregon law that prohibits discrimination in education applies to physical education, intramural sports, and interschool activities.

All students shall be permitted to participate in physical education classes and intramural sports in a manner consistent with their gender identity. Furthermore, all students shall be permitted to

² Parents for Privacy, et al v. Sessions, et al, No. 3:17-cv-01813-HZ, 24 July 2018.

participate in interscholastic athletics in a manner consistent with their gender identity, under guidelines established by the Oregon School Activities Association (OSAA).³

OUTDOOR EDUCATION/OVERNIGHT FIELD TRIPS

District will facilitate all students' ability to participate in outdoor education and field trips conducted by the District, including overnight excursions, in a manner consistent with their asserted gender identity.

A student's asserted transgender or gender nonconforming status is confidential information and school staff members may not disclose or require disclosure of a student's status to other students or their parents/guardians in connection with a field trip without the consent of the student and/or the student's parent/guardian.

DRESS CODES

Schools will enforce dress codes within limitations of District policy, but dress code enforcement shall not be based on gender. School staff must not enforce a dress code more or less strictly against transgender and gender-nonconforming students than other students.

Transgender and gender nonconforming students shall have the right to dress in a manner consistent with their gender identity or expression, including maintaining a gender-neutral appearance within the constraints of the dress code adopted by the school.

GENDER-BASED ACTIVITIES, RULES, POLICIES, AND PRACTICES

~~Schools should evaluate all gender based activities, policies, rules, and practices—including classroom activities, school ceremonies, school photos—and maintain only those with a clear and sound educational purpose. Gender based policies, rules, and practices can have the effect of marginalizing, stigmatizing, and excluding students, including gender nonconforming students.~~

Commented [JB2]: Leave deletion for discussion. Directive to Superintendent for Schools.

Whenever students are separated by gender in school activities or are subject to an otherwise lawful gender-specific rule, policy, or practice, students shall be permitted to participate in any such activities or conform to such rule, policy, or practice consistent with their gender identity.

STUDENT TRANSITIONS

The school shall accept the gender identity that each student consistently asserts. Transitions are private, and personal information about a transition should not be discussed unless the conversation is initiated and led by the transgender or gender nonconforming student. There is no medical or mental health diagnosis or treatment threshold that students must meet in order to

Commented [JB3]: Is this a potential problem? For elementary students, e.g.

³ <http://www.osaa.org/governance/handbooks>

have their gender identity recognized and respected. Students ready to socially transition may initiate a process to change their name, pronoun, attire, and access to preferred programs, activities, and facilities consistent with their gender identity. Each student has a unique process for transitioning. The school may customize support to optimize each student's equal access to the District's educational programs and activities.

The school leader (principal or designee), in collaboration with the student and the student's family (if the student consents to disclosure of the transition), may develop a Transition Plan to ensure that the student has equal access and equal opportunity to participate in all programs and activities at school and is otherwise protected from gender-based discrimination at school.

Each student's needs should be evaluated on a case-by-case basis, and each Transition Plan should be evaluated on an ongoing basis and revised as needed. Components of the Transition Plan may include designated staff members as key contact(s) for the student; preferred name, pronouns, zones, and other safety supports; how support will be provided; how and to whom information will be disseminated.

Prior to contacting a student's parent/guardian, the principal or designee should speak with the student to ascertain the level of support the student either receives or anticipates receiving from home. In some cases, transgender and gender-nonconforming students may not openly express their gender identity at home because of safety concerns or lack of acceptance. Matters of gender identity can be complex and may involve familial conflict; the district office may provide additional support, as required.

TRAINING AND PROFESSIONAL DEVELOPMENT

The District shall conduct training for all staff members on their responsibilities under applicable laws and this policy, including teachers, administrators, counselors, social workers, and health staff. Information regarding this policy shall be incorporated into training for new school employees.

Subject to available funding, the Superintendent shall implement ongoing professional development to build the skills of all staff members to instill and support a safe school environment free from bias, harassment, or discrimination based upon gender identity or gender nonconformity. The content of such professional development shall include, but not be limited to:

1. terms, concepts, and current developmental understandings of gender identity, gender expression, and gender diversity in children and adolescents;
2. developmentally appropriate strategies for communication with students and parents about issues related to gender identity and gender expression that protect student privacy;
3. developmentally appropriate strategies for preventing and intervening in bullying incidents, including cyberbullying;
4. classroom-management practices, curriculum, and resources that educators can integrate into their classrooms to help foster a more gender-inclusive environment for all students;

5. school and District policies regarding bullying, harassment, discrimination, and suicide prevention and responsibilities of staff.

PUBLICATION

This policy will be included with annual distributions of student codes of conduct, disciplinary policies, student handbooks, and publication on school websites.

ADDITIONAL DEFINITIONS

Understanding the terminology associated with gender identity is important to providing a safe and supportive school environment for all students. The definitions provided below are not intended to label or limit students' individual identities or experiences, but rather to assist in understanding this policy and the district's obligations. These are commonly used terms, although not an exhaustive list, and students may or may not choose to use them to describe their gender identity, appearance, or behavior.

- **Gender identity:** All people have gender identity, regardless of sexual orientation. It is an individual's deeply held internalized sense or psychological knowledge of their own gender. Gender identity may or may not match an individual's sex assigned at birth. For the purposes of this policy, a student's gender identity is that which is consistently self-asserted at school. It includes gender-related identity, appearance, or behavior, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth.
- **Gender Expression:** The manner in which a person represents or expresses gender to others, often through behavior, clothing, hairstyles, activities, voice, speech and word choices, or mannerisms.
- **Cisgender:** A person whose gender identity and gender expression align with the person's sex assigned at birth; a person who is not transgender or gender nonconforming.
- **Transgender:** An adjective describing a person whose gender identity or expression is different from that traditionally associated with the person's sex assigned at birth. Other terms that can have similar meanings are "transsexual" and "trans."
- **Gender nonconforming:** A person whose gender identity does not align with traditional or stereotypical expectations or norms. Gender nonconforming persons include "feminine" boys, "masculine" girls, and those whose gender expression is androgynous. This includes people who identify outside traditional gender categories or identify as two or more genders. Other terms that can have similar meanings include "gender diverse," "gender expansive," "gender fluid," and "two-spirit."
- **Agender:** Without a gender (also nongendered, genderless).
- **Sex assigned at birth:** The sex designation recorded on an infant's birth certificate.
- **Queer:** The term generally refers to a member of the LGBT (or LGBTQ) and/or gender nonconforming community. This term may be used by someone who identifies as a member of the LGBTQ community, but who does not specifically consider themselves to be lesbian, gay, bisexual, or transgender. Use of the term is generally suggested only when individual

students identify themselves as queer and give permission for others to use that term to describe them.

- **Transition:** The process by which a person goes from living and identifying as one gender to living and identifying as another. Transitions may include physical, social, and/or medical processes. Not all transgender or gender nonconforming people transition or desire to transition in the same way. In order to feel comfortable and express their gender identity to other people, transgender people may take a variety of steps (e.g., adopting a new name or changing their names and/or sex designation on legal documents; choosing clothing and hairstyles that reflect their gender identity; and generally living and presenting themselves to others consistent with their gender identity). Some, but not all, transgender people take hormones or undergo surgical procedures to change their bodies to align with their gender identity.

DRAFT

Background

The idea for this policy came about because of sessions Vince and I attended at last year's OSBA conference. Then, last spring, this Board reached a consensus for me to draft a policy addressing transgender students. Tonight, we have a draft to discuss; we will not vote on it until, hopefully, our next meeting.

There are several reasons we need this policy.

- First and foremost, it is consistent with our equity policy and goals. Yet, our equity policy does not address particular issues of importance for transgender and gender nonconforming students.
- Second, it is relevant. Based on an informal survey I conducted during last year's SIP meetings with our principals, virtually all District schools at all levels – elementary to high school – are already supporting transgender students that they know about. And they're doing it without a formal policy foundation.
- Third, the District needs to have some formal protections in place, and this Board has a responsibility to provide such protection through formal policy. Last year, the Dallas, OR, school district was sued by a group calling themselves "Parents for Privacy" who objected to practices (not formal policy) in Dallas schools regarding transgender students' access to restrooms and locker rooms. Formal policy might help prevent such action in Corvallis.

Process

To draft this policy – and let me emphasize again that it is a draft – I relied on several external documents:

- Oregon Department of Education (ODE) Guidance issued in 2016,
- U.S. District Court opinion on the Dallas School District case (issued July 2018),
- Current policies from two school districts: Montgomery County, MD, and Ann Arbor, MI. I could find no examples from Oregon districts.

I would have used a Dear Colleague letter issued by USDOEd during the Obama Administration, except that it has been rescinded by Secretary DeVos. But, according to Judge Hernandez in his Dallas opinion, while the Federal guidance was withdrawn, it has not been replaced. Therefore, State and local law and policy stand, as does Federal law (such as Title IX).

You will see that one section of this draft also defers to OSAA policy. I believe OSAA policy (available on their website) is discriminatory, under the guise of "safety." But, while OSAA policy is troubling, there is nothing we can do about it.

After I submitted my initial draft to Vince and Ryan, Ryan sent it to Eric DeFreest, a District attorney, for legal vetting. Eric, thank you for being here tonight. Eric had several suggestions, and he and I resolved most areas of disagreement in a conference call. A very few remaining issues are highlighted in comments in the document you received.

Conclusion

As with the Equity Policy, this policy is longer and more detailed than is typical. I strongly believe that these types of policies serve two purposes: they guide the District, and they educate. It just takes more words to accomplish both. Following the equity model, I am against dividing this draft into two: a policy piece, which is controlled by the Board, and administrative regulations, which are controlled by the District.

Bathrooms typically get an outsize share of attention in discussions about transgender and gender nonconforming individuals. Bathrooms are not the primary focus of this draft policy. I can tell you that the outcome in the Dallas case changed my drafting approach on this topic. Having such clear guidance from a Federal District court – Judge Marco Hernandez – made it easier to write clear, unambiguous policy.

Finally, I realize that all of this is happening very quickly at this stage. I am immensely grateful for the opportunity to take this up in the short time I have remaining on the Board.

I am also grateful for the contributions of our principals, the students they represent, Jen Schroeder who produced the staff report, and Ryan who has worked diligently to move this process along.



Corvallis

SCHOOL DISTRICT

VI.B. Board Policy DA – Fiscal Policies (7:50 p.m. approx.)



Corvallis

SCHOOL DISTRICT

Prepared for: Corvallis School Board
Prepared by: Olivia Meyers Buch, Finance and Operations Director
Meeting Date: September 13, 2018

Fiscal Policies

NO ACTION REQUIRED

Background

Fiscal policies clarify and crystalize the intent behind how a district will manage its financial resources. While districts should always comply with relevant laws and regulations promulgated by federal and state government, laws and regulations alone do not provide sufficient guidance for the board and staff to work together, optimally, towards the district's goals. Policies go further by establishing local standards for acceptable and unacceptable courses of financial action, parameters in which the district can operate, and a standard against which the district's fiscal performance can be judged.

Board policy DA was originally adopted by the board in December 2007, and then readopted in February 2011 and June 2013. The current policy covers a wide array of fiscal policy topics including general fund ending fund balance, one-time nonrecurring revenues, budget accountability, financial reports, revenue estimations, equipment replacement, capital improvements, early retirement benefits, and cash carryover.

A review and analysis of the current policy was recently completed by the finance work group using the following resources:

- *Oregon School Boards Association (OSBA) Policy Services*
OSBA highly recommends a [Policy DBDB](#) to establish and designative level of fund balance.
- *Government Finance Officers Association (GFOA) Best Practices in School Budgeting Step 1B - Develop Principles and Policies to Guide the Budget Process*
- *Other Oregon School District Policies*
[Portland \(8.10.025-P\)](#), [Beaverton \(DBDB\)](#), [Tigard-Tualatin \(DBDB\)](#), [Lake Oswego \(DBDB\)](#), [Ashland \(DBDB\)](#), [McMinnville \(DA\)](#)
- [Minutes from the May 16, 2016 budget committee meeting](#)
- [Minutes from the June 15, 2015 board meeting](#)
- [Minutes from the June 23, 2014 board meeting](#)

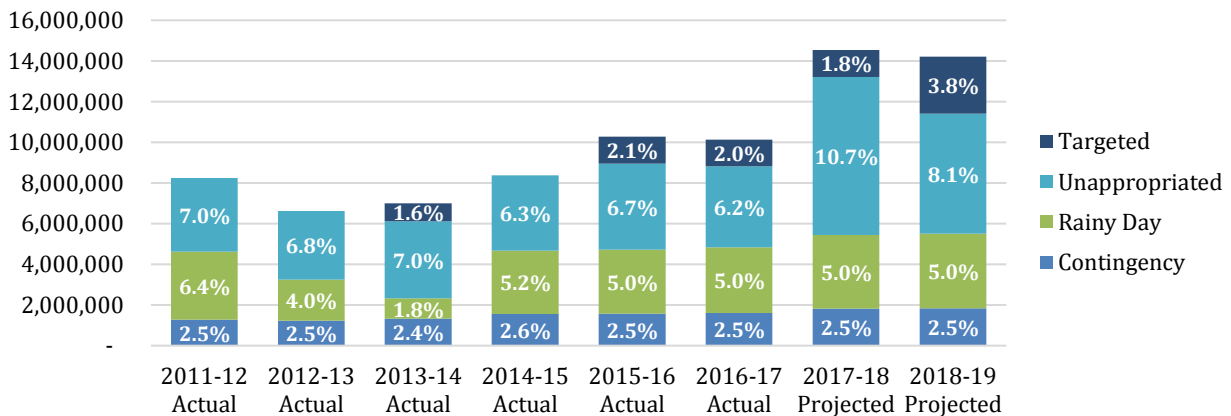
With specific regard to the level of general fund ending fund balance, the GFOA recommends, at a minimum, that governments maintain an unreserved (not earmarked for

a specific purpose) ending fund balance of no less than five to fifteen percent of its general fund operating revenues, or of no less than one to two months of regular general fund operating expenditures.

In general practice, levels of fund balance, typically, are less for larger governments than for smaller governments because of the magnitude of the amounts involved and because the diversification of their revenues and expenditures often results in lower degrees of volatility. Higher levels of unreserved fund balance may be needed if significant revenue sources are subject to unpredictable fluctuations or if operating expenditures are highly volatile. Due to the volatility of state revenues and PERS employer contribution rates, devoid of any significant changes concerning state taxation or PERS, the finance work group believes that the district’s current policy designations and targets are set at an appropriate level.

The level of general fund reserves has varied over the last several years; in fiscal years 2012-13 and 2013-14 reserves were used to offset budget deficits, and in 2015-16 a new targeted reserve was established to offset future increases in PERS employer contribution rates.

General Fund Ending Fund Balance
including as % of operating revenues



Recommendation

The finance work group recommends the retention of Policy DA, preservation of the existing ending fund balance designations and targets, removal of all “goal-like” language, incorporation of language from OSBA’s template for Policy DBDB, and inclusion of the policy topics recommended in GFOA’s best practice.

ATTACHED

Corvallis School District 509J Policy DA – Fiscal Policies with edits as proposed by finance work group.

Code: DA
Adopted: 7/12/99
Readopted: 12/10/07; 2/07/11; 6/17/13

Fiscal Policies

1. General Fund Ending Fund Balance

The Corvallis School District 509J School Board works to ensure that the district delivers the best educational program available within the constraint of well-managed resources. To offer such a program the Board recognizes the importance of a budget that delivers sustainable levels of instruction, staffing, number of instructional days and maintenance of facilities.

The State of Oregon has a volatile tax structure which results in unstable levels of school funding. This instability can cause a significant variance in the level of programs school districts are able to financially support. Until such time that the state creates a stable ~~tax system or a funding mechanism such as a Rainy Day Fund~~ funding system that will see Oregon schools through recessionary periods, the Board directs the superintendent to propose a budget that will allow for sustainability over a ~~two~~ five-year period.

~~The proposed budget will create fund balances~~ Board recognizes its responsibility to establish an ending fund balance in an amount sufficient to:

- a. Allow the district to deliver a sustainable level of programs through anticipated recessionary periods;
- b. Protect the district from unnecessary borrowing in order to meet cash-flow needs;
- c. Provide prudent reserves to meet unexpected emergencies and protect against catastrophic events;
- d. Meet the uncertainties of state and federal funding; and
- e. Help ensure a district credit rating that would qualify the district for lower interest costs and greater marketability of bonds that may be necessary in the construction and renovation of school facilities.

~~Consequently, The the Board believes these guidelines support prudent fiscal planning. Reserves and ending fund balance designations included~~ directs the Superintendent to include in the annual proposed budget designations to ensure an ending fund balance as follows:

- a. Appropriated Contingency Reserve of two and a half percent (2.5% percent) of the General Fund total resources net of the beginning fund balance. ~~The Contingency may be used for unanticipated expenditures or for emergencies as approved by formal Board resolution;~~
- b. Appropriated Rainy Day Reserve of five percent (5.0%) of the General Fund total resources net of beginning fund balance. ~~These funds may be released for use in any year by an affirmative vote of a majority of the School Board members. Access to the fund will be triggered when the State School Fund Formula, based on per ADMw estimates~~

~~from the state for k-12 education fail to increase above prior school years or when the Board declares a financial emergency;~~

- c. ~~Unappropriated Ending Fund Balance of five percent (5.0%) of the General Fund total resources net of the beginning fund balance (unavailable for expenditures as not appropriated); and~~
- d. ~~Targeted Reserves Ending Fund Balance as may be allocated and designated for special specified purposes such as a reserve to offset future PERS employer contribution rate increases, a reserve to offset a 50/50 biennial State School Fund allocation, or a reserve for equipment replacements.~~

~~The superintendent shall develop a budget plan to establish the reserves and ending fund balance designations; or as directed by the Board.~~

2. Use and Replenishment of Reserves

- a. Appropriated Contingency Reserve may be used for unanticipated expenditures or for emergencies.
- b. Appropriated Rainy Day Reserve funds may be used to address adverse economic conditions which negatively affect the district's revenues and ability to meet the needs of students
- c. Unappropriated Ending Fund Balance is unavailable for expenditures as not appropriated.
- d. Targeted Reserves Ending Fund Balance may be used for specified purposes as designated.

In the event the Board authorizes use of reserves, the superintendent shall propose a plan to restore budget sustainability and replenish reserves within three years of use. At least fifty percent (50%) of unanticipated revenues, exclusive of State School Fund grant or other non-General Fund revenue, shall be dedicated to replenish reserves to target levels.

3. Notice of Shortfall

Should the projected ending fund balance for the current and ensuing fiscal year fall below target levels, the superintendent will notify the Board and propose a corrective plan of action to prevent or limit any further erosion of the fund balance, including measures to increase balances to target levels if possible. The plan will be submitted to the Board for consideration and action.

4. Definition of a Balanced Budget

The budget should be structurally balanced, where recurring revenues equal or exceed recurring expenditures. The annual proposed budget presentation will identify how recurring revenues are aligned with or not aligned with recurring expenditures.

2.5. One-time Time Nonrecurring Revenues

The budget should match ongoing expenditures to ongoing revenues. One-time resources should be used for one-time expenditures that will not create a continuing obligation for the district or an unsustainable level of expenditures, and should not be expended before revenues are received.

~~3. Budget Accountability~~

~~Accountability to the public to demonstrate the effective use of public funds is a district goal. The district provides information to the public in a variety of methods to accomplish this goal. Budget accountability is a key component of this goal.~~

~~The district will incorporate budget accountability as part of performance management for administrators and holds individual managers accountable for ensuring program expenditures stay within budgeted limitations. Budget performance will be a criteria for evaluating management effectiveness. The superintendent will require managers to report discrepancies in their plans versus what was budgeted. Managers will report on the status of their budgets and actions that they have taken to stay within limits at regular intervals to the business manager and superintendent. The business manager is accountable to the superintendent whom is ultimately responsible for the budget.~~

~~4.6. Financial Reports~~

The Board will receive regular financial reports that include estimates of expenditures for the district's various funds in comparison to budget appropriations, actual receipts in comparison to budget estimates and provide an update on the district's overall financial condition. Reports will keep the Board informed of significant changes impacting the district's overall financial condition due to changes such as state funding, demographics or other key factors. Supplementary reports will be furnished as needed or upon request by the Board or superintendent.

~~5.7. Revenue Estimation Policy Forecasting~~

All revenue forecasts shall be based on conservative assumptions, though reflective of the latest, best information available. Revenue estimates shall be made through an objective, analytical process. The district will not include revenue in budget preparation that cannot be verified with documentation of its source and amount. Key assumptions will be presented in the budget document.

~~6. Equipment Replacement Reserves~~

~~The district recognizes the need for ongoing equipment replacement to effectively deliver educational services. Equipment includes technology, maintenance, major software or other equipment like items deemed critical to operations.~~

This district may establish a separate fund to manage these funds. Replacement funding cycles and designated funds will be identified by major equipment type and noted in the annual budget document.

~~7. Capital Improvements~~

~~Major facility and ground improvements will be funded through the most viable and economical method appropriate for the improvements. To assist in funding projects that are more significant in nature but not eligible for bond funding due to the scope or timing, the district may elect to budget an amount each year designated for this purpose. A reserve may be built to carry over from year to year to assist in funding stability.~~

~~Capital Improvements are defined within the following guidelines:~~

- ~~a. Cost \$20,000 or more, and~~
- ~~b. Be a permanent addition to the fixed assets of the district, and~~
- ~~c. Purchase land, and~~
- ~~d. Construct a new facility, or~~
- ~~e. Remodel or add to an existing facility, or~~
- ~~f. Construct/install public infrastructure, or~~
- ~~g. Replace existing infrastructure including facility HVAC systems.~~

~~Any debt instruments proposed for capital improvements will be approved by the board.~~

~~8. Early Retirement Benefits~~

~~Early retirement benefits will be funded on a pay as you go basis. The program will be valued by an actuary at least every other year for planning purposes.~~

~~9.8. Cash Carryover Year End Budget Surplus~~

To encourage responsible expenditure of budgets, ~~50~~ fifty percent (50%) of unused budget appropriations for the General Fund will be made available to ~~managers~~ schools or departments in the following year, or an alternative rate as recommended by the superintendent in the proposed budget document and as adopted by the Board. The Board believes that the current budget allocations should benefit primarily current year students.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)



Corvallis
SCHOOL DISTRICT

VII. UPDATE ON ARCHITECT SELECTION PROCESS (8:10 p.m. approx.)



Corvallis

SCHOOL DISTRICT

Prepared for: Corvallis School Board
Prepared by: Kim Patten, Facilities and Transportation Director
Meeting Date: September 13, 2018

Update on Architect Selection Process

NO ACTION REQUIRED

The district is working closely with the project management team from Wenaha Group to facilitate the architect selection process for the district's bond program.

On July 16, 2018, the district issued a Request for Proposals (RFP) soliciting architectural firms interested in providing a comprehensive menu of planning, design and construction administration services throughout the lifespan of the projects included in the \$200 million bond program approved by district voters on May 15, 2018. As the scope of work was grouped into three separate packages (as indicated below), the district has the option to select one, two or three firms.

- **Package A** – Replacement of Lincoln Elementary and Hoover Elementary Schools.
- **Package B** – All work at Garfield, Wilson, Jefferson, Adams, Franklin and Mountain View Elementary schools as well as seismic upgrades to Adams, Jefferson and Wilson.
- **Package C** – All work at Linus Pauling and Cheldelin Middle Schools as well as all work at Crescent Valley High School, Corvallis High School, and the Harding Center.

Fifteen firms participated in a mandatory pre-proposal information meeting on July 20, 2018. Proposals were due August 2, 2018 and the district received eleven proposals. In addition to sharing their background and K-12 experience, all proposers were required to address community involvement and outreach, design approach, and sustainability and alternative energy program experience. Firms were also asked how they would incorporate the district's core values for educational design in the process.

A selection committee comprised of district and Wenaha project management staff reviewed and scored all proposals and provided recommendations for interviews. The selection committee recommended interviewing the firms that submitted the six highest ranked proposals.

Interviews were held on August 13-15, 2018. The interview panels included the selection committee plus eight staff members, five students, twenty-three parents/guardians, and two community members. After receiving feedback from the interview panels, the selection committee ranked the top three proposers in this order:

1. Pivot Architecture (Package C)
2. DLR Group (Package A and Package B)
3. Opsis Architecture (Package A and Package B)

At this time, Wenaha Group is directing negotiations on behalf of the district toward obtaining written agreements with Pivot Architecture and DLR Group on:

- Performance obligations and performance schedule;
- Payment methodology and a maximum amount payable for the services required under the agreement that is fair and reasonable to the district as determined solely by the district, taking into account the value, scope, complexity and nature of the services required; and
- Any other provisions the district believes to be in the district's best interest to negotiate.

Upon completion of negotiations with both firms, the board will be asked to formally award the contracts for architectural services.

Corvallis School District 2018 Bond Update

Monthly Report
September 13, 2018

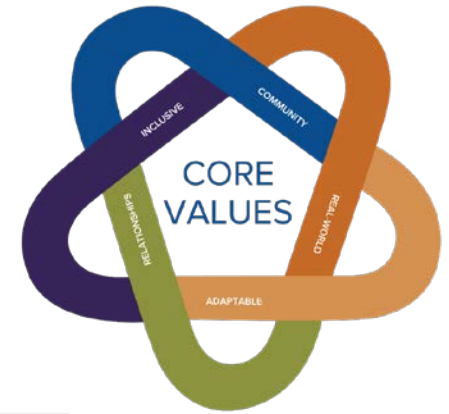


Corvallis
SCHOOL DISTRICT



Architect Selection Process

- Selected Pivot Architecture for the secondary schools and DLR Group for the elementary schools
- The District has entered into scope and fee negotiations with the two firms



Architect Negotiations & Contracts

- Time & Materials (T&M) – bridging contract
- Architect sub-consultant alignment and selection
- District and architect contract negotiation
- Project award timing



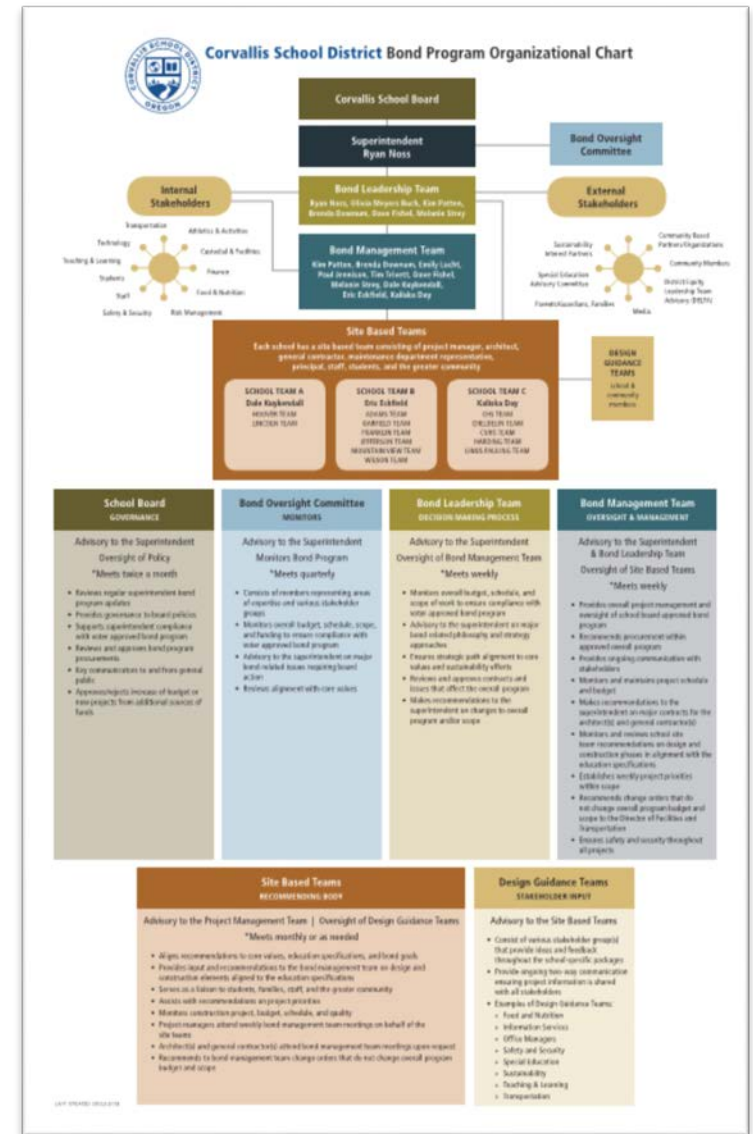
September 6, 2018	Architect Team Kick-Off Meeting
September 12, 2018	District & Architect Planning Meeting to Discuss Design Strategies



Design Guidance and Site Teams

- Design guidance teams establish technical standards that will be used for all schools
- Site teams will apply educational and technical standards to the specific needs of each school

Timeline - advertise for staff, student and community involvement the first week of October



Bond Oversight Committee

- September 20 - Application publicized
- October 11 - Applications due
- October 16 - Selection and notifications
- October 22 - First meeting
- Quarterly meetings to be scheduled

Sponsor	Staff Liaison	Kick Off Date	Duration
Ryan Noss, Superintendent	Kim Patten, Director of Facilities & Transportation	September 2018	4-5 years, until bond projects are completed

Mission Statement
An important part of the 2018 facilities bond is the Bond Oversight Committee, an independent community-based body in charge of monitoring the planned improvements, costs, schedule and progress of the bond program.

Goals & Objectives
The committee will actively monitor the bond program to:

- Ensure bond revenues are used only for the purposes consistent with the voter-approved 2018 bond measure and consistent with state law.
- Reduce long-term maintenance, construction costs and improving efficiency and longevity, and innovative practices.
- Actively communicate key information related to the bond to ensure transparency to all stakeholders.
- Review bond program performance and financial audits; may inspect school facilities and grounds related to bond activities accompanied by district staff.
- Review quarterly reports produced by the district each year the bond proceeds are spent in order to assess general compliance with the bond measure approved by voters.

Success Indicators

- Project completion milestones will be presented by the Facilities and Transportation Director and documented in quarterly meeting summaries.
- The superintendent will provide regular updates to the Corvallis School Board.

Scope
The Bond Oversight Committee shall prepare and deliver quarterly meeting minutes as well as an annual report to the superintendent regarding project progress including an overall assessment of the projects, schedules, spending trends, cost projections and recommendations for budget changes for specific projects to ensure the purpose and promise of the Corvallis School District Bond Measure 2-113 is fully realized.



Innovation Team

Meeting held: September 12

Provided participants with an update and an opportunity to give feedback on Elementary Education Specifications

Organized ongoing participation:

- Elementary design guidance
- Secondary design guidance



Bond Management Office - Modular

- Will serve as Wenaha team office
- Conference space for bond planning, design, construction and selected community outreach meetings



Package C – Secondary Schools

Pivot Architects are forming their teams and collaborating with district staff on CTE requirements and process development. Starting investigations on existing facility conditions.

Corvallis HS

- Softball Title IX Improvements – design started, work scheduled for 2019
- Synthetic Turf Replacement – finished on schedule, \$265,000 under budget
- Taylor Field Light Replacement – planning for 2019
- Other construction scheduled for 2020

Crescent Valley HS

- Boiler replacement in A-Building will be a priority
- Track resurfacing and synthetic turf – work scheduled for 2019
- Other construction scheduled for 2020



Package C – Secondary Schools (continued)

Linus Pauling MS

- Track resurfacing scheduled for 2019

Harding Center/College Hill HS

- Construction scheduled for 2020

Cheldelin MS

- Construction scheduled for 2021



Packages A and B – Elementary Schools

The DLR Group is forming their teams and continuing to work with the district on Educational Specs and collaborating on process development.

Lincoln and Hoover ES

- Construction scheduled to start spring of 2020

Seismic Projects – Adams, Jefferson and Wilson ES

- Construction scheduled for 2019

Garfield ES

- Construction scheduled for fall of 2019

Wilson ES

- Construction scheduled for 2020



Packages A and B – Elementary Schools (continued)

Mountain View ES

- Construction scheduled for 2020

Adams ES

- Construction scheduled for 2021

Franklin ES

- Construction scheduled for 2021

Jefferson ES

- Construction scheduled for 2021



Budget Highlights

Continue to establish bond management finance practices – drafts in process

Next Steps

- Establish the detail of the Master Bond Budget
- Develop reporting formats for Board, Bond Oversight Committee, Leadership Teams and Community



Community Outreach

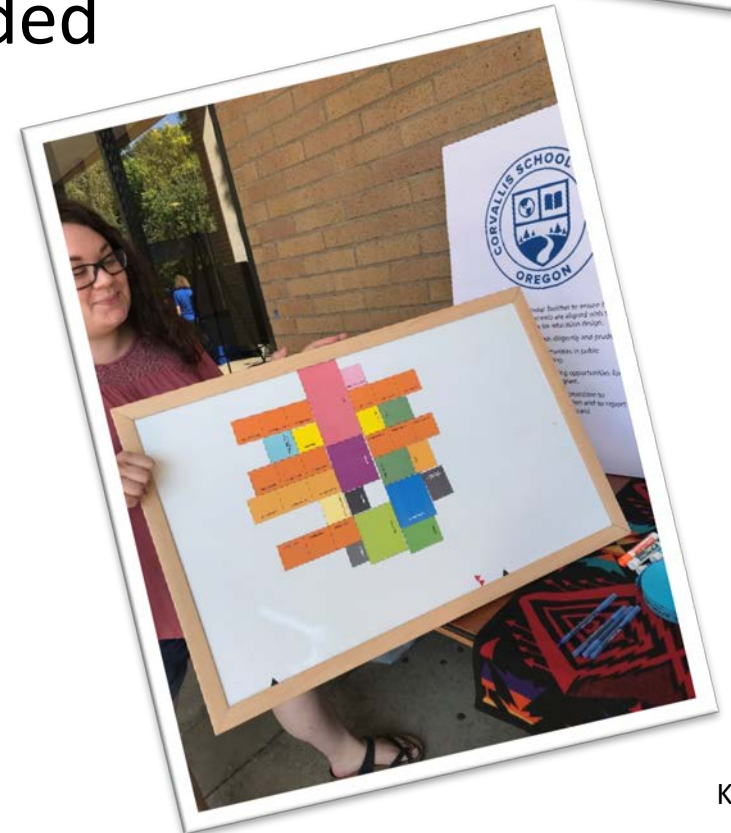
Back to School Rally

- Bond booth (Kim, Wenaha team, Pivot and DLR)
- Education Specification: DLR provided hands-on learning session



Neighborhood Association Meeting

- Adams Elementary service area



Website Updates

- Updated procurements



Questions



Corvallis
SCHOOL DISTRICT





Corvallis

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VIII. REVIEW UPDATED CHARTER FOR BOND OVERSIGHT
COMMITTEE (8:20 p.m. approx.)



Corvallis

SCHOOL DISTRICT

Prepared for: Corvallis School Board
Prepared by: Kim Patten, Facilities and Transportation Director
Meeting Date: September 13, 2018

Bond Oversight Committee Update

NO ACTION REQUIRED

Background

An important part of the 2018 facilities bond is the Bond Oversight Committee, an independent community-based body in charge of monitoring the planned improvements, costs, schedule and progress of the bond program. The goals and objectives of the committee are to:

- Ensure bond revenues are used only for the purposes consistent with the voter-approved 2018 bond measure and consistent with state law.
- Reduce long-term maintenance, construction costs and improving efficiency and longevity, and innovative practices.
- Actively communicate key information related to the bond to ensure transparency to all stakeholders.
- Review bond program performance and financial audits; may inspect school facilities and grounds related to bond activities accompanied by district staff.

Bond Committee Formation and Meetings

The Bond Oversight Committee shall be composed of seven members and an ex-officio representative from the Corvallis School Board and staff liaison members. Committee members shall primarily be professionals with experience in construction, finance, auditing, public budgeting, banking and general business and selected through an application process and approved by the superintendent.

- September 20, 2018 - application publicized through district communication channels
- October 10, 2018 - applications due
- October 16, 2018 - selection and notification to committee members completed
- October 22, 2018 - first meeting of the Bond Oversight Committee

At the first meeting of the committee, a chairperson will be elected. The chairperson will work with staff liaisons to plan committee meetings and activities and to facilitate committee meetings. Staff liaison members include the Director of Finance and Operations, Director of Facilities and Transportation, and Communications Coordinator.



BOND OVERSIGHT COMMITTEE CHARTER

Sponsor	Staff Liaison	Kick Off Date	Duration
Ryan Noss, <i>Superintendent</i>	Kim Patten, <i>Director of Facilities & Transportation</i>	September 2018	4-5 years, until bond projects are completed

Mission Statement	An important part of the 2018 facilities bond is the Bond Oversight Committee, an independent community-based body in charge of monitoring the planned improvements, costs, schedule and progress of the bond program.
Goals & Objectives	<p>The committee will actively monitor the bond program to:</p> <ul style="list-style-type: none"> • Ensure bond revenues are used only for the purposes consistent with the voter-approved 2018 bond measure and consistent with state law. • Reduce long-term maintenance, construction costs and improving efficiency and longevity, and innovative practices. • Actively communicate key information related to the bond to ensure transparency to all stakeholders. • Review bond program performance and financial audits; may inspect school facilities and grounds related to bond activities accompanied by district staff. • Review quarterly reports produced by the district each year the bond proceeds are spent in order to assess general compliance with the bond measure approved by voters.
Success Indicators	<ul style="list-style-type: none"> • Project completion milestones will be presented by the Facilities and Transportation Director and documented in quarterly meeting summaries. • The superintendent will provide regular updates to the Corvallis School Board.
Scope	The Bond Oversight Committee shall prepare and deliver quarterly meeting minutes as well as an annual report to the superintendent regarding project progress including an overall assessment of the projects, schedules, spending trends, cost projections and recommendations for budget changes for specific projects to ensure the purpose and promise of the Corvallis School District Bond Measure 2-113 is fully realized.

Meeting Frequency	Quarterly
Procedures & Process	<p>The committee will review project improvements, monitor spending (program progress), and monitor schedules. They will also consider and recommend project modifications if inflationary increases in construction costs exceed current budget estimates.</p> <p>If projects are completed under the current budget estimates or if bond proceeds exceed projected funding, the committee will make recommendations for additional projects to be funded in accordance with the district's long range facilities master plan.</p>
Proposed Committee Members	<p>The Bond Oversight Committee shall be composed of seven members and an ex-officio representative from the Corvallis School Board.</p> <p>Committee members shall primarily be professionals with experience in construction, finance, auditing, public budgeting, banking and general business. Committee members will be selected through an application process and approved by the superintendent.</p> <p>At the first meeting of the committee, they shall nominate and appoint a committee chairperson who will work with liaison members to plan committee meetings and activities and to facilitate committee meetings.</p>
Staff Liaison Members	<ul style="list-style-type: none"> • Director of Finance and Operations • Director of Facilities and Transportation • Communications Coordinator
Sunset Clause	The committee will sunset when the Corvallis School District Bond Measure 2-113 project work is completed and financial statements have been successfully audited and approved by the school board.



Corvallis

SCHOOL DISTRICT

- IX. BOARD AND SUPERINTENDENT WORKING AGREEMENTS (8:30 p.m. approx.)



**BOARD AND SUPERINTENDENT WORKING AGREEMENTS
2018-19**

A. Purpose of Agreements

The Board of Directors is the governing body for the School District. To effectively meet the District's challenges, the School Board and Superintendent must function together as a leadership team. To ensure accord among team members, effective group agreements must be in place. The following are the group agreements for the Board and Superintendent.

B. Board Job Description and Relationship with the Superintendent

1. Act as representatives of the community to make decisions in the best interest of students of the whole District.
2. Working with the Superintendent, set the long-term direction of the District through the mission, vision, goals, and priorities.
3. Focus on policymaking, planning, and oversight.
4. Assist in gaining acceptance and support in the community.
5. Understand that as an individual, a Board member has no authority. It is when acting through a majority that the Board has influence.
6. Be accountable for the financial stewardship of the District, including aligning resources with goals and priorities, setting expectations, and monitoring progress.
7. Make an effort to foster unity, harmony and open communications within the board.
8. Insist on all relevant facts and data before making a decision.
9. Supervise the hiring, performance evaluation, and other personnel management processes related to the Superintendent.
10. Work with the Superintendent as a team, recognizing that the Superintendent is the Board's advisor.
11. Respect the Superintendent's responsibility to manage the day-to-day operations of the District and to direct employees in District and school matters.

C. Role of Board Leadership

1. Manage the Board's processes; convene meetings; develop the Board agenda with the Superintendent, seeking Board member input; and execute documents, as appropriate.
2. Serve as the authorized spokesperson for the Board with regard to Board policy, process, and decisions. The Chair may delegate this responsibility to other Board members and/or the Superintendent.
3. Communicate with individual Board members any concerns shared by other board members regarding issues agreed to in the working agreements or group operating norms.
4. Assist the Superintendent in communicating important information to the full Board. Keep Board members apprised of information exchanged with the Superintendent.
5. Set priorities for Board professional development annually.
6. The Vice Chair will perform these duties when the Chair is not available.

D. Role of the Superintendent

1. Work toward becoming a team with board members.
2. Work with the board to establish a clear vision for the District through preparation of annual goals for the board's consideration.
3. Provide data to board members so that data-driven decisions can be made.
4. Communicate with board members promptly and effectively by informing the board of all critical information including relevant trends, anticipated adverse media coverage, or critical external or internal change.

E. Board Requests Regarding Staff Presentations

1. Facilitate Board preparation for meetings by distributing staff reports and presentations as part of the Board packet prior to the meetings. Avoid sending additional reports to the Board after packets have been disseminated.
2. Develop a system to provide updates regarding the work of District committees.
3. Limit staff reports to introductory and additional remarks; avoid restatement of written reports or PowerPoint presentations.
4. Keep staff presentations succinct.
5. Avoid introducing surprise items at board meetings.

F. Communication

1. When the Board receives communication from the community, the chair will respond or will delegate that responsibility to another Board member. A statement will be added to the bottom of the board chair's email. The footnote will state, "*The Board Chair responds to emails sent to the full board. School board members only deliberate when gathered as a quorum as outlined in the Public Meeting Law. To assure that board conversations and deliberations do not occur on email, the Board Chair will respond on behalf of the Board. All Board members receive communications that come from the community and the response given by the Board Chair.*"

All Board members will be included in responses made by the Board chair.

Following the communication from the Board chair, other Board members may also respond if they wish.

2. When a single Board member receives a communication from a member of the public, that Board member may respond to that patron as an individual. The Board member may also elect to forward the email and response to the Board Chair or full Board.
3. Responses to community communications should occur within 36-72 hours of receipt of the communication. If response within this timeframe is not feasible, the chair will delegate a Board member to respond.
4. When a concern or problem arises, communicate one-on-one with the Board member. If the issue is not resolved, communicate with the Board chair and finally with the Superintendent if necessary.



Corvallis

SCHOOL DISTRICT

IX.A. Edits Recommended by Director Finger McDonald

BOARD AND SUPERINTENDENT WORKING AGREEMENTS 2018-19 (draft)

A. Purpose of Agreements

The Board of Directors is the policy making body for the School District. To effectively meet the District's challenges, the School Board and Superintendent must function together as a leadership team. To ensure accord among team members, effective group agreements must be in place. The following are the group agreements for the Board and Superintendent.

B. Board Job Description and Relationship with the Superintendent

1. Operate as representatives and make decisions in the best interest of the whole District
2. Working with the Superintendent, set the long-term direction of the District through the mission, vision, goals, and priorities.
3. Focus on policymaking and planning.
4. Assist in gaining acceptance and support in the community.
5. Understand that as an individual, a Board member has no authority. It is when acting through a majority that the Board has influence.
6. Be accountable for the financial stewardship of the District, including aligning resources with goals and priorities, setting expectations, and monitoring progress.
7. Make an effort to foster unity, harmony and open communications within the board.
8. Insist on **and review** all relevant facts and data before making a decision.
9. Supervise the hiring, performance evaluation, and other personnel management processes related to the Superintendent.
10. Work with the Superintendent as a team, recognizing that the Superintendent is the Board's advisor.
11. Respect the Superintendent's responsibility to manage the day-to-day operations of the District and to direct employees in District and school matters.

C. Role of Board Leadership

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3. Communicate with individual Board members any concerns shared by other board members regarding issues agreed to in the working agreements or group operating norms.
4. Assist the Superintendent in communicating important information to the full Board. Keep Board members apprised of information exchanged with the Superintendent.
5. Set priorities for Board professional development annually.
6. The Vice Chair will perform these duties when the Chair is not available.

D. Role of the Superintendent

1. ~~Work toward becoming a team with board members.~~ Act as part of a District team along with Board Members. *(I don't love this wording but I think the focus here should actually being a team rather than trying to be a team.)*
2. Work with the board to establish a clear vision for the District through preparation of annual goals for the board's consideration.
3. Provide data to board members so that data-driven decisions can be made.
4. Communicate with board members promptly and effectively by informing the board of all critical information including relevant trends, anticipated adverse media coverage, or critical external or internal change.

E. Board Requests Regarding Staff Presentations

1. To facilitate adequate Board preparation for meetings, staff reports and presentations should be distributed as part of the Board packet prior to the meeting. Avoid sending additional reports to the Board after packets have been disseminated.
2. Develop a system to provide updates regarding the work of District committees.
3. Limit staff reports to introductory and additional remarks; avoid restatement of written reports or PowerPoint presentations.
4. Keep staff presentations succinct.
5. Utilize the practice of avoiding surprise items at board meetings.

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All Board members will be included in responses made by the Board chair.

Following the communication from the Board chair, other Board members may also respond if they wish.

2. When a single Board member receives a communication from a member of the public, s/he may respond to that patron as an individual. The Board member may elect to forward the email and his/her response to the Board Chair or full Board if he/she wishes.
3. Responses to community communications should occur within 36-72 hours of receipt of the communication. The chair will delegate if s/he is unable to meet this timeframe.
4. When a concern or problem arises, communicate one-on-one with the Board member. If the issue is not resolved, communicate with the Board chair and finally with the Superintendent if necessary.



Corvallis

SCHOOL DISTRICT

IX.B. Edits Recommended by Director Ball



BOARD AND SUPERINTENDENT WORKING AGREEMENTS


2018-19

(draft)

A. Purpose of Agreements

The Board of Directors is the **policy making body** for the School District. To effectively meet the District's challenges, the School Board and Superintendent must function together as a leadership team. To ensure accord among team members, effective group agreements must be in place. The following are the group agreements for the Board and Superintendent.

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3. **Focus on policymaking and planning.** 
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10. Work with the Superintendent as a team, recognizing that the Superintendent is the Board's advisor.
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4. Assist the Superintendent in communicating important information to the full Board. Keep Board members apprised of information exchanged with the Superintendent.
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Board Chair will respond on behalf of the Board. All Board members receive communications that come from the community and the response given by the Board Chair.”

All Board members will be included in responses made by the Board chair.

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2. When a single Board member receives a communication from a member of the public, s/he may respond to that patron as an individual. The Board member may elect to forward the email and his/her response to the Board Chair or full Board if he/she wishes.
3. Responses to community communications should occur within 36-72 hours of receipt of the communication. The chair will delegate if s/he is unable to meet this timeframe.
4. When a concern or problem arises, communicate one-on-one with the Board member. If the issue is not resolved, communicate with the Board chair and finally with the Superintendent if necessary.

DRAFT



Corvallis

SCHOOL DISTRICT

- X. CONSOLIDATED ACTION (8:45 p.m. approx.)
 - X.A. Minutes
 - X.A.1. August 16, 2018

MINUTES
 Business Meeting of the
BOARD OF DIRECTORS
 Corvallis School District 509J

I. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 6:54 p.m. in the Board Room of the Central Administration Building, 1555 SW 35th Street, Corvallis, OR 97333. The secretary recorded those present as listed below.

<p><u>BOARD MEMBERS PRESENT</u> Vincent Adams, Chair Sami Al-AbdRabbuh, Vice Chair Judy Ball Jay Conroy Sarah Finger McDonald Terese Jones Ed Junkins</p>	<p><u>EXECUTIVE STAFF PRESENT</u> Ryan Noss, Superintendent Kevin Bogatin, Assistant Superintendent Jennifer Duvall, Human Resources Director</p>
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A quorum was present and due notice had been published.

II. EXECUTIVE SESSION

The Board met in Executive Session under ORS 192.660(2)(f) – consider records that are exempt from public disclosure; ORS 192.660(2)(b) – complaints against staff members, and; ORS 192.660(2)(h) – consultation with legal counsel.

III. PLEDGE OF ALLEGIANCE

Chair Adams led the Pledge of Allegiance.

IV. ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION

MOTION:

It was moved by Director Conroy and seconded by Director Ball that no further investigation is warranted into the portion of the complaint against the board filed by Mark Giordono regarding the board’s action in hiring. The motion was voted on and unanimously approved.

V. BOARD MEMBER REPORTS (SCHOOL LIAISONS AND DISTRICT COMMITTEES/WORK GROUPS)

Director Ball announced her resignation from the board effective at the end of the September 27, 2018 board meeting. She pointed out that the only reason for her resignation is that she will be

moving away from Corvallis. (Her letter of resignation is posted online with the informational packet of this meeting and will be filed with the official 2018-19 board records.)

Board members and Superintendent Noss shared their appreciation for Director Ball's work.

VI. SUPERINTENDENT'S REPORT

Superintendent Noss offered highlights from the past month and information regarding current and future initiatives. (His report is posted online with the informational packet of this meeting and will be filed with the official 2018-19 board records.)

VII. PUBLIC/STAFF COMMENT

Richard Arnold, 3650 NW Witham Hill Drive, Corvallis, read from a prepared statement regarding the board's goals and strategies, specifically around engagement with the community and transparency. (His comments are posted online with the informational packet of this meeting and will be filed with the official 2018-19 board records.)

VIII. SPECIAL REPORTS

A. Instructional Technology

Teaching and Learning Coordinator Rynda Gregory and Technology Services Director Gil Anspacher shared highlights from a report the board received prior to the meeting. (The report and the draft Technology Advisory Committee Charter have been posted online with the informational packet of this meeting, and will be filed with the official 2018-19 board records.) The presenters responded to questions from board members.

IX. REVISE/READOPT BOARD NORMS, AND BOARD & SUPERINTENDENT WORKING AGREEMENTS

A. 2018-19 Board Norms

MOTION #1:

It was moved by Vice Chair Al-AbdRabbuh and seconded by Director Conroy to adopt the 2018-19 Board Norms as submitted.

MOTION #2:

It was moved by Chair Adams and seconded by Director Finger McDonald to amend Motion #1 to correct the title of the Board Norms from "2017-18" to "2018-19" and to add the words "and work groups" under item A4. Motion #2 was voted on and unanimously approved.

MOTION #3:

It was moved by Vice Chair Al-AbdRabbuh and seconded by Director Finger McDonald to approve Motion #1 as amended. No vote was held on Motion #3.

MOTION #4:

It was moved by Director Junkins to change the word “equal” in item B2 to “equitable.” Motion #4 died for lack of a second.

MOTION #5:

It was moved by Director Finger McDonald and seconded by Director Jones to further amend Motion #1 in addition to the amendments proposed in Motion #2 to remove the words “to maintain equal opportunity to speak” from item B2. Motion #5 was voted on and unanimously approved.

MOTION #6:

It was moved by Director Jones and seconded by Director Junkins to adopt Motion #1 as amended by Motions #2 and #5. Motion #6 was voted on and unanimously approved.

B. 2018-19 Board and Superintendent Working Agreements

Following discussion regarding possible revisions to the working agreements, consensus was reached to table this item. Board members committed to sending their suggested changes to the board secretary for consideration at the next board meeting.

X. ADOPT 2018-2023 BOARD GOALS AND STRATEGIES

Board members engaged in discussion regarding whether or not to adopt the goals and strategies as submitted. Consensus was reached to adopt the goals and strategies provisionally; they will be reviewed in the fall of 2018, at which time the board will seek input from the community.

MOTION:

It was moved by Chair Adams and seconded by Vice Chair Al-AbdRabbuh to provisionally adopt the 2018-2023 goals and strategies and to add language clarifying the board’s intention to initiate a process for public input later in the year. The motion was voted on and unanimously approved.

XI. DECLARE VACANT POSITION ON THE BOARD

It was moved by Vice Chair Al-AbdRabbuh and seconded by Director Ball to declare position #2 vacant effective at the end of the September 27, 2018 board meeting. The motion was voted on and unanimously approved.

XII. ADOPT PROCESS FOR SELECTION OF INTERIM BOARD MEMBER**MOTION:**

It was moved by Director Finger McDonald and seconded by Director Conroy to adopt the interim board member selection process as submitted. The motion was voted on and unanimously approved.

XIII. CONSOLIDATED ACTION

Director Ball noted that she would abstain from the vote to approve the June 12, 2018 board meeting minutes because she was absent from that meeting.

MOTION:

It was moved by Director Jones and seconded by Director Finger McDonald to adopt the June 12, 2018 board meeting minutes as submitted. Director Ball abstained from the vote; all other board members voted in favor of the motion. The motion carried.

MOTION:

It was moved by Director Ball and seconded by Director Jones to table Resolution No. 18-0801 pending clarification regarding the district's ability to comply with section 5B of the grant agreement. The motion was voted on and passed unanimously.

MOTION:

It was moved by Director Ball and seconded by Director Conroy to approve the remainder of the Consolidated Action items. The motion was voted on and unanimously approved.

The following items were approved:

- A. Minutes** – June 12, 2018; June 21, 2018
- B. Licensed Personnel Action** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2018-19 board records.)
- C. Ratify 2018-19 Actions Taken In June 2018** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2018-19 board records.)
- D. Award Contract for Taxi Services (Dial-A-Bus of Benton County)** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2018-19 board records.)
- E. Resolution No. 18-0801 – Authorize Execution of OSCIM Grant Agreement** – This item was tabled until a future board meeting.
- F. Board Policy GBK/KGC: Prohibited Use, Distribution, or Sale of Tobacco Products and Inhalant Delivery Systems—Revised—Second Reading** – (This document is posted online with the informational packet of this meeting and will be filed with the official 2018-19 board records.)
- G. Board Policy KGC/GBK: Prohibited Use, Distribution, or Sale of Tobacco Products and Inhalant Delivery Systems—Revised—Second Reading** – (This document is

posted online with the informational packet of this meeting and will be filed with the official 2018-19 board records.)

H. Board Policy EFA: Local Wellness and Nutrition Program—Revised—Second Reading – (This document is posted online with the informational packet of this meeting and will be filed with the official 2018-19 board records.)

XIV. CONSOLIDATED INFORMATION

A. Non-Licensed Personnel Information – (This document is posted online with the informational packet of this meeting and will be filed with the official 2018-19 board records.)

B. Board Policy KNA: Joint City-County-State-Federal-District Planning - Rescind

Vice Chair Al-AbdRabbuh questioned the reasoning behind the Oregon School Boards Association’s (OSBA) recommendation to rescind this policy, and he expressed concern about the effect it might have on the district’s ability to enter into agreements with other governmental agencies.

Staff will follow up with OSBA to obtain additional clarification about their recommendation.

C. Board Policy GBH/JECAC: Staff/Student/Parent Relations - Revised - First Reading

D. Board Policy JECAC/GBH: Staff/Student/Parent Relations - Revised - First Reading

E. Board Policy FEF/FEFB: Construction Contracts-Bidding and Awards - Revised - First Reading

XV. ADJOURNMENT

There being no further business before the Board, Chair Adams adjourned the meeting at 9:05 p.m.

Vincent Adams, Board Chair

Ryan Noss, Superintendent

Prepared By: Julie Catala



Corvallis

SCHOOL DISTRICT

X.A.2. August 23, 2018

MINUTES
Retreat of the
BOARD OF DIRECTORS
Corvallis School District 509J

I. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 8:08 a.m. in the Historic Old School Event Center, 4455 NE Highway 20, Corvallis, OR 97330. The secretary recorded those present as listed below.

<u>BOARD MEMBERS PRESENT</u>	<u>STAFF PRESENT</u>
Vincent Adams, Chair	Ryan Noss, Superintendent
Sami Al-AbdRabbuh, Vice Chair	Kevin Bogatin, Assistant Superintendent
Judy Ball	Jennifer Duvall, Human Resources Director
Jay Conroy	Olivia Meyers Buch, Finance and Operations Director
Terese Jones	Laurie Corliss, Data Analyst
Ed Junkins	Julie Catala, Board Secretary
Sarah Finger McDonald	Marcianne, Equity/ELL Coordinator
	Amy Lesan, Teaching & Learning Coordinator
	Sabrina Alexander, Teaching & Learning Coordinator
	Rynda Gregory, Teaching & Learning Coordinator

A quorum was present and due notice had been published.

II. WELCOME AND FRAMEWORK

Superintendent Noss and Board Chair Adams outlined the agenda for the day.

III. STRENGTHS FINDER EXERCISE

Melissa Yamamoto, Assistant Director for Leadership Development at Oregon State University, led the group through the exercise and ensuing discussion.

Director Jones joined the meeting at 8:40 a.m.

IV. DATA REVIEW

Data review was begun but not completed, with the unreviewed portion tabled until a future meeting due to insufficient time.

V. COLLABORATION WITH CORVALLIS PUBLIC SCHOOLS FOUNDATION BOARD

School Board members shared information about the importance of each of the Board's five provisional goals in improving outcomes for students. Corvallis Public Schools Foundation (CPSF) Board members shared information about how the financial support provided by the Foundation to the district last year aligned with the School Board's goals. CPSF Executive Director Liv Gifford distributed a list of CPSF grants to the District, categorized by goal area. (The following supporting documents are posted online with the informational packet of this meeting and will be filed with the official 2018-19 board records: discussion agenda; 2017-18 CPSF grants to the District; School Board 2018-2023 provisional goals.)

VI. PROJECT MANAGEMENT TRAINING

Presenters Dave Fishel and Melanie Quaempts from Wenaha Group provided training relating to bond project management. (The following supporting documents are posted online with the informational packet of this meeting and will be filed with the official 2018-19 board records: PowerPoint presentation; bond program organizational chart; preliminary master schedule for bond projects.)

VII. ELEMENTARY EDUCATION SPECIFICATIONS

Presenters Karen Montovino, Ty Koellmann, and Robert Esau from DLR Group provided information regarding the draft elementary education specifications, and led the Board through a preliminary prioritization exercise. (The following supporting documents are posted online with the informational packet of this meeting and will be filed with the official 2018-19 board records: discussion agenda; schedule; draft elementary education specifications.)

VIII. ADJOURNMENT

There being no further business before the Board, Chair Adams adjourned the meeting at 3:59 p.m.

Vincent Adams, Board Chair

Ryan Noss, Superintendent

Prepared By: Julie Catala

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Corvallis

SCHOOL DISTRICT

X.B. Licensed Personnel Action



Corvallis

SCHOOL DISTRICT

Prepared for: Corvallis School Board
Prepared by: Jennifer Duvall, Human Resources Director
Meeting Date: September 13, 2018

Licensed Personnel Action

ACTION REQUESTED

1. Issue:

a. Recommendation to Hire

Adams, Elizabeth (Jane) – Special Education Teacher, 1.0 FTE, Hoover Elementary School effective 2018-19 school year (Temporary)

Bonine, Shawn – Fourth Grade Elementary Teacher, 1.0 FTE, Garfield Elementary School effective 2018-2019 school year (Temporary)

Bristow, Naomi – Music Elementary Specialist, 0.8 FTE, Lincoln Elementary School effective 2018-2019 school year (Probationary)

Calderon, Martha – School Social Worker, 1.0 FTE, Lincoln Elementary School effective 2018-2019 school year (Probationary)

Foley, Douglas (Chad) – High School Teacher, 1.0 FTE, Corvallis High School effective 2018-2019 school year (Temporary)

Juarez-Hernandez, Mayra – Fifth Grade Elementary Teacher – Bilingual, 1.0 FTE, Lincoln Elementary School effective 2018-2019 school year (Temporary)

Hedrick, Erin – High School French Teacher, 0.34 FTE, Corvallis High School & Crescent Valley High School effective 2018-2019 school year (Temporary)

Kinney, Kathryn – Music Elementary Specialist, 0.9 FTE, Garfield Elementary School effective 2018-2019 school year (Probationary)

Pederson-Pastor, Sue – Special Education Teacher, 0.5 FTE, District Office effective 2018-2019 school year (Temporary)

Rueck, Bryndle – High School PE & Health Teacher, 1.0 FTE, Crescent Valley High School effective 2018-2019 school year (Probationary)

Schmeder, Brandon – High School Art Teacher, 0.17 FTE, Corvallis High School effective 2018-2019 school year (Temporary)



Corvallis

SCHOOL DISTRICT

Torres, Stacey – ELL Instructional Coach- Bilingual, 0.3 FTE, Lincoln Elementary School effective 2018-2019 school year (Temporary)

Wiger, Sara – RTI Intervention Specialist, 0.5 FTE, Hoover Elementary School effective 2018-2019 school year (Probationary)

b. Additional Information/Leaves/Reduction

McCormick, Stephanie – Music Elementary Specialist, 0.8 FTE, Adams Elementary; Retiring effective September 1, 2018 and finishing 2018-2019 school year

McShane, Margaret – First Grade Elementary Teacher, 1.0 FTE, Adams Elementary; Retiring effective September 1, 2018 and finishing 2018-2019 school year

Raleigh, Claudia – RTI Specialist, voluntary reduction to 0.5 FTE, Adams Elementary; Retiring effective September 1, 2018 and finishing 2018-2019 school year

Roberts, Cami – High School PE & Health Teacher, 1.0 FTE, Crescent Valley High School; Resignation effective August 24, 2018

Starwalt, Ryan – High School PE Teacher, 1.0 FTE, Crescent Valley High School; Resignation effective June 30, 2018

Taylor, Lucinda – First Grade Elementary Teacher, 1.0 FTE, Adams Elementary; Retiring effective September 1, 2018 and finishing 2018-2019 school year

MOTION REQUESTED:

“I move to approve the Licensed Personnel action as submitted.”



Corvallis

SCHOOL DISTRICT

X.C. Resolution No. 18-0901 – Authorize Execution of Oregon School Capital Improvement Matching Program (OSCIM) Grant Agreement



Corvallis

SCHOOL DISTRICT

Prepared for: Corvallis School Board
Prepared by: Olivia Meyers Buch, Finance and Operations Director
Meeting Date: September 13, 2018

Resolution No. 18-0901 – Authorize Execution of Oregon School Capital Improvement Matching Program (OSCIM) Grant Agreement

ACTION REQUESTED

Background

The Oregon School Capital Improvement Matching Program (OSCIM) was established by the 2015 Oregon Legislature through Senate Bill 477. The intent of the program is to provide matching grant funds to school districts in the hope that matching funds could help increase community support for school facility bond elections. The funds are distributed in two different ways: 60% of the grants are awarded on a “priority” basis to smaller, more rural districts with lower property value; and 40% of the grants are awarded on a “first-in-line” basis according to when applications are submitted.

Only districts that plan to have a bond measure on the ballot are allowed to apply, and a district must successfully pass its bond to collect the OSCIM grant dollars. On September 15, 2017, the district submitted the required materials to apply for funds for the May 2018 election cycle. Our district was not ranked high enough on the Priority List, nor was it selected in the lottery for the “first-in-line” funds, to receive a commitment of matching grant funds. The district was sixth in line for a \$6.2 million “priority” grant and third in line for a \$6.2 million “first-in-line” grant if other districts were unsuccessful in passing their bonds.

Some districts in line for OSCIM funds were unsuccessful in passing their May 2018 bonds. As a result, the Corvallis School District moved up the line and was awarded the maximum grant amount of \$6,234,147. These funds will be allocated to the Garfield Elementary renovation project and a like amount will be shifted to the bond program reserve to provide a cushion for unforeseen expenses with approved bond projects. As part of the OSCIM program, the School Board is required to adopt a resolution approving and authorizing the District to enter into a contract with the State of Oregon to receive the funds.

This resolution was tabled from the August 16, 2018 school board meeting due to a question regarding Section 5.B of the grant agreement. The district verified with the Oregon Department of Education that the goal of section 5.B is to ensure that the district does not have more funds than projects. In this case, our ballot language was sufficiently broad enough so that cost savings or funds not spent because of the OSCIM program can be used on other capital projects.

ACTION REQUESTED:

Authorize the execution of the grant agreement for partial financing of the Garfield Elementary renovation project in the amount of \$6,234,147.

ATTACHED:

Resolution No. 18-0901

State of Oregon Article XI-P General Obligation Bond Program Grant Agreement

MOTION REQUESTED:

"I move that Resolution No. 18-0901 be adopted to approve and authorize the OSCIM grant agreement."

Corvallis School District 509J
Resolution No. 18-0901

APPROVE AND AUTHORIZE OSCIM GRANT AGREEMENT

WHEREAS, the Oregon Legislature enacted Senate Bill 447 which created the Oregon School Capital Improvement Matching Program (OSCIM);

WHEREAS, on May 21, 2018 the Oregon Department of Education formally notified the District that the District has qualified for and was awarded a capital matching grant of \$6,234,147 million under the OSCIM Program contingent on provision of matching funds by the District;

WHEREAS, at the May 15, 2018, general election, District voters approved the issuance of general obligation bonds in the amount of \$199,916,925 to finance capital costs, thereby providing the necessary matchings funds;

WHEREAS, in order to receive the OSCIM Grant, the District must enter into an OSCIM Grant Agreement with the Oregon Department of Education in the form of a contract attached to this resolution; and

WHEREAS, the OSCIM Grant Agreement requires the District's Board of Directors to authorize and approve the OSCIM Grant Agreement and authorize the execution of the agreement by a representative of the District.

BE IT RESOLVED, that the Corvallis School District hereby accepts the OSCIM Grant award of \$6,234,147; authorizes execution of the OSCIM Grant Agreement in substantially the form attached to this resolution; and authorizes Olivia Meyers Buch, Director of Finance and Operations, to execute the OSCIM Grant Agreement on behalf of the District.

ADOPTED by the Board of Directors of the Corvallis School District 509J, Benton and Linn Counties, Oregon this 13th day of September, 2018.

**CORVALLIS SCHOOL DISTRICT 509J
BENTON AND LINN COUNTIES**

By: _____
Vincent Adams, Board Chair

ATTEST:

Olivia Meyers Buch, Deputy Clerk

**STATE OF OREGON ARTICLE XI-P GENERAL OBLIGATION BOND PROGRAM
GRANT AGREEMENT**

This Grant Agreement (“Agreement”) is made by the State of Oregon, acting by and through its Department of Education (“ODE”) and Corvallis School District 509J (“Grantee”) for financing of the project referred to above and described in Exhibit A (the “Project”). This Agreement becomes effective only when fully signed and approved as required by applicable law.

This Agreement includes the following exhibits, incorporated into and made a part of this Agreement:

Exhibit A: Project Description

Exhibit A-1: Project Budget

Exhibit B: Evidence of Grantee Authorization and Local GO Bonds Matching Amount

Exhibit C: Form of Disbursement Request

Exhibit D: Project Completion Report

SECTION 1 – DEFINITIONS OF KEY TERMS

The following capitalized terms have the meanings assigned below.

“Act” means Article XI-P of the Oregon Constitution and applicable laws of the State, including, without limitation, Oregon Revised Statutes (“ORS”) 286A.796 to 286A.806, all as amended from time to time, inclusive.

“Agreement” has the meaning set forth above.

“Bond Counsel” means a law firm that serves as bond counsel to the State because it has knowledge and expertise in the field of municipal law and issues opinions that are generally accepted by purchasers of municipal bonds.

“Bonds” means, the State of Oregon General Obligation Bonds or other obligations which may be issued in one or more series and from time to time pursuant to the Act, a portion of the sale proceeds of which are used to fund the Grant.

“Bond Bill” means the budget authorization for bond issuance established under ORS 286A.035 for the issuance of the Bonds by the State pursuant to the Act.

“Capital Costs” has the meaning given in Article XI-P of the Oregon Constitution.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Counsel” means an Assistant or Special Assistant Attorney General of the State who advises the State.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Delivery Date” means the date on which the Bonds are issued and the proceeds are delivered to the State.

“Disbursement Request” means the request from the Grantee to ODE for disbursement of all or a portion of the Grant Amount as set forth in Section 4, in the form and containing the information and certifications set forth in Exhibit C.

“Event of Default” has the meaning set forth in Section 8.

“Grant” means the grant funds provided by the State through the Oregon School Capital Improvement Matching Program to match the Grantee’s Local GO Bonds, as further described in Section 2.

“Grant Amount” means the amount of proceeds from the sale of the Bonds, not to exceed \$6,234,147.00

“Grantee’s Counsel” means local counsel to the Grantee, bond counsel to the Grantee or any combination thereof.

“Local GO Bonds” means the general obligation bonds approved by the voters of the Grantee for the purpose of financing the Project for which the Grantee applied for the Grant from the State.

“Matching Amount” has the meaning set forth in Section 3.

“ODE” has the meaning set forth above.

“Project” means the project identified in the ballot measure title, question and summary approved by the voters of the Grantee, which is attached to Exhibit A.

“Project Completion Deadline” means no longer than 36 months after the respective Delivery Date of the Bonds issued to fund the Project Costs or such longer period of time as may be agreed in writing by the parties to this Agreement.

“Project Costs” means Grantee’s actual costs associated with the Project to the extent those costs are (a) Capital Costs that are necessary and directly used for the Project, (b) capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code, and (c) eligible or permitted uses of the Grant under the Act and this Agreement. Project Costs do not include internal costs charged to the Project by Grantee or payments made to Related Parties. Project Costs do not include any costs that cannot be paid for with proceeds of Bonds the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986.

“Related Parties” means, in reference to governmental units or 501(c)(3) organizations, members of the same controlled group within the meaning of Section 1.150-1(e) of the Code, and

in reference to any person that is not a governmental unit or a 501(c)(3) organization, a related person as defined in Section 144(a)(3) of the Code.

“State” means the State of Oregon, acting by and through its agencies including but not limited to ODE, Treasury, and any other agency authorized to administer proceeds and payment of the Bonds.

“Treasury” means the Office of the State Treasurer of the State of Oregon.

SECTION 2 – GRANT

- A. ODE shall provide the Recipient, and the Recipient shall accept from ODE, the Grant in an aggregate amount not to exceed the Grant Amount. The Grant will be made from the proceeds from the sale of the Bonds.
- B. Notwithstanding that this Agreement may be executed and delivered by the parties prior to the date the Bonds are issued by the State, nothing in this Agreement is intended to obligate the State to issue the Bonds. The Bonds shall be issued only as provided under the Act, by the State Treasurer, with the concurrence of the Director of the Oregon Department of Administrative Services, subject to (1) the request of the Superintendent of Public Instruction, pursuant to ORS 286A.798(1)(a), and (2) the Bond Bill for the biennium.
- C. Notwithstanding that the Grantee may issue its Local GO Bonds with original issue premium or original issue discount, in no event shall the Grant Amount exceed the lesser of (i) the proceeds of the Local GO Bonds received by the Grantee or (ii) the principal amount of the Local GO Bonds.

SECTION 3 – MATCHING AMOUNT

Pursuant to the Act, the Grantee hereby represents, warrants and certifies to the State, Treasury, ODE, Bond Counsel and Counsel that the “matching funds” required under Article XI-P of the Oregon Constitution (the “Matching Amount”) shall be evidenced prior to the disbursement of any portion of the Grant by the State to the Grantee, consistent with the requirements of Section 4 of this Agreement. The Matching Amount shall:

- (a) meet or exceed the Grant Amount;
- (b) be from Local GO Bonds that have been issued by the Grantee; and
- (c) be confirmed to the satisfaction of the State, Counsel and Bond Counsel by the delivery of the documentary evidence as set forth in Exhibit B hereto, all of which shall be true and correct.

SECTION 4 – DISBURSEMENTS

- A. Disbursement Requests. To receive any portion of the Grant Amount, Grantee shall deliver to ODE its Disbursement Request. Grantee's Disbursement Request must describe all work performed with particularity and shall itemize and explain all expenses for which reimbursement or direct payment is claimed in detail, including sufficient detail to allow ODE to determine the extent to which such expenses are Capital Costs.
- B. Conditions to Disbursements. Notwithstanding that this Agreement may be executed and delivered by the parties prior to the date the Local GO Bonds are issued by the Grantee, the obligation of the State to disburse any portion of the Grant to the Grantee under this Agreement is expressly conditioned on the satisfaction of all of the following conditions on each date of disbursement.
- (1) Local GO Bonds must be closed and proceeds delivered to the Grantee within six months of the date of the election at which the Local GO Bonds were approved.
 - (2) Delivery of the documentary evidence of the Matching Amount, as required by Section 3(c) of this Agreement, satisfactory to the State, Counsel and Bond Counsel.
 - (3) Execution and delivery of this Agreement by an authorized officer of Grantee and the State.
 - (4) Delivery of an opinion of Grantee's Counsel that satisfies the requirements set forth in Section 4. C. of this Agreement.
 - (5) The representations, certifications, covenants and warranties made by Grantee in this Agreement are true and correct as if made on such date.
 - (6) There is no Default or Event of Default.
 - (7) The State has received net proceeds from the sale of the Bonds sufficient to make the disbursements, and ODE, in the reasonable exercise of its administrative discretion, has sufficient funding, appropriations, limitations, allotments, allocation and other expenditure authority to authorize the disbursement.
 - (8) The State has received the Certificate from the Grantee's auditors described in Section 6. F. hereof.
 - (9) Satisfaction of all terms and conditions for disbursements as set forth herein.
- C. Opinion of Grantee's Counsel. On or before the date of the first Disbursement Request, there shall be delivered to the State, Counsel and Bond Counsel, an opinion of Grantee's Counsel, subject to appropriate assumptions, qualifications, certifications and representations, acceptable to the State, Counsel and Bond Counsel, to the effect that (i) the Grantee has issued valid general obligation bonds (which may be satisfied by a reliance letter addressed to the State on the approving opinion of bond counsel to the Grantee with respect to the Local GO Bonds); and (ii) this Agreement has been duly executed and

delivered by, and constitutes a valid and binding obligation of, Grantee, enforceable against Grantee in accordance with its terms and that Grantee has taken all actions necessary to and has full authority and power to incur and perform its obligations under this Agreement and to receive financing for and to carry out the Project.

D. Disbursement by ODE; Waiver of Conditions.

- (1) Upon receipt of a Disbursement Request, satisfaction of the conditions set forth in this Agreement and ODE's review and approval of the Project Costs set forth in the Disbursement Request, ODE shall disburse or cause to be disbursed the requested portion of the Grant Amount to Grantee as soon as practicable and not later than 30 days after ODE has received the Disbursement Request.
- (2) ODE may, in its sole discretion, waive any of the conditions to disbursement set forth in this Agreement and otherwise determine to disburse or cause to be disbursed any portion of the Grant Amount to the Grantee in the event of a written appeal from the Grantee that demonstrates financial need or other unforeseen circumstances.

E. Disbursement Deadline. The State's obligation to make, and the Grantee's right to request, disbursements under this Agreement terminates on the Project Completion Deadline.

SECTION 5 – USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. Grantee shall use disbursements of the Grant only to reimburse itself or to pay directly for Project Costs incurred by Grantee as set forth in and in compliance with Grantee's certifications in its Disbursement Request.
- B. Project Costs Otherwise Paid. Grantee understands that federal tax law prohibits the State and the Grantee from issuing more tax-exempt debt than necessary to pay Project Costs. Accordingly, Grantee may not use any proceeds of the Grant to pay Project Costs that have otherwise been provided for, whether from proceeds of the Grantee's own tax-exempt debt, by proceeds of a third party grant whose use is restricted to the payment of costs of the Project, or by equity of the Grantee otherwise irrevocably dedicated to pay costs of the Project.
- C. Earnings on Bond Proceeds. Any earnings on proceeds of the Bonds will be retained by the State and may be applied to any purposes consistent with the Act and subject to the limitations of the Internal Revenue Code with respect to the use of the proceeds of the Bonds.
- D. Unexpended Proceeds. If the full Grant Amount is not required to pay Project Costs that were incurred by Grantee on or before the Project Completion Deadline, the State will retain the excess and may apply such amounts to any purposes consistent with the Act and

subject to the limitations of the Internal Revenue Code with respect to the use of proceeds of the Bonds.

- E. No Grant Amounts to Satisfy Matching Amount. The Recipient shall in no circumstances use the Grant Amount to satisfy the Matching Amount requirement of the Act.

SECTION 6 – REPRESENTATIONS AND WARRANTIES OF GRANTEE

Grantee represents and warrants to the State:

- A. Organization and Authority.
- (1) Grantee is a school district, as defined in ORS 328.001(3), validly created and existing under the laws of the State of Oregon.
 - (2) The official actions by which Grantee has authorized the Project, the Local GO Bonds and the execution, delivery and performance of this Agreement are attached hereto as set forth in Exhibit B. Grantee will use the Project as set forth in the authorizing documents for its Local GO Bonds attached hereto in Exhibits A and B.
 - (3) Grantee has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Agreement, (b) incur and perform its obligations under this Agreement, and (c) receive financing for and carry out the Project.
 - (4) This Agreement has been duly authorized and executed by an authorized representative of Grantee, and when executed by ODE, is legal, valid and binding, and enforceable in accordance with its terms.
- B. Full Disclosure. Grantee has disclosed in writing to ODE all facts that reasonably could have a material adverse effect on the Project, or the ability of Grantee to perform all obligations required by this Agreement. Grantee has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, regarding the Matching Amount, the Grant, the Project and this Agreement. The information contained in this Agreement is true and accurate in all respects.
- C. Pending Litigation. Except as disclosed by Grantee in writing to ODE, there is no litigation or formal governmental administrative proceedings, including any environmental or other matters, pending (or to the knowledge of Grantee, threatened) against or affecting Grantee, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.

D. No Defaults.

- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Agreement.
- (2) Grantee has not violated, and has not received notice of any claimed violation of, any agreement or instrument related to the Project to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.

E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of a material agreement, indenture, mortgage, deed of trust, or other instrument, to which Grantee is a party or by which the Project or any of Grantee's property or assets may be bound; (ii) violate any provision of the organizational or other documents pursuant to which Grantee was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Grantee, the Project or Grantee's properties or operations.

F. Certificate of Capitalization of Project Costs. Grantee agrees to provide ODE with a certificate from an independent accountant or firm of independent accountants stating that any Project Costs for repair, remediation or deferred maintenance of Grantee facilities are eligible to be capitalized under generally accepted accounting principles promulgated by GASB.

G. Governmental Consent. Grantee has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Agreement and undertaking and completion of the Project, including without limitation, all land use approvals and development permits required under local zoning or development ordinances, state law and federal law for the use of the land on which the Project will be located. "Land use approvals and development permits" includes, but is not limited to, any necessary "land use decision" or "limited land use decision" as those terms are defined by ORS 197.015(10) and (12).

SECTION 7 – COVENANTS OF GRANTEE

Grantee covenants as follows for so long as the Bonds and any obligations issued to refund the Bonds are outstanding:

A. Compliance with Laws. Grantee shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement, the Project and the Matching Amount. These laws, rules, regulations and orders are incorporated by reference in this Agreement to the extent required by law.

B. Reporting Obligations.

- (1) Within 90 days after the Project Completion Date, Grantee shall furnish the State with a final report on Grantee's expenditure of the Grant and the Matching Amount; and
- (2) Grantee shall provide such additional reports as the State may reasonably request from time to time.

C. Coordination with State. The Grantee agrees to work with the State to facilitate the cost-effective issuance and sale of the Bonds, and to provide any information and execute such documents, agreement and certificates as the State, Counsel or Bond Counsel may reasonably request in connection with the sale and issuance of the Bonds from time to time.

D. Real Property. Legal title to all real property financed with the Grant shall be owned in fee simple by Grantee, free and clear of all encumbrances other than minor encumbrances. Grantee shall maintain a standard form of title insurance policy for the value of the purchase price of the property, and where appropriate will purchase endorsements to that policy in amounts to cover improvements. Where Grantee suffers a loss that is covered by title insurance, insurance proceeds will be used to remedy the loss if possible and if not, proceeds will be paid to the State, not to exceed the amount necessary to call or defease the portion of the Bonds relating to the Project (including all allocable costs of issuance).

E. Operation and Maintenance of the Project. Grantee agrees to complete the Project consistent with the approval by the voters of the Grantee of the Local GO Bonds and in accordance with the Project plans, specifications and budget and, if applicable, to contract with competent, properly licensed and bonded contractors and professionals in accordance with the Oregon Public Contracting Code and all other applicable federal, state and local laws regulating projects of the same type and purpose. If applicable, Grantee agrees to have plans and specifications for the Project prepared by a licensed architect or licensed engineer and to require that the Project meets applicable standards of survival in good condition. Prior to commencement of Project construction, if any, Grantee shall require the general contractor for the Project, if any, to procure and maintain in full force and effect throughout the entire time of construction and until one year after the date construction of the Project is complete, a performance and payment bond for the faithful performance and payment of all of the contractor's obligations for the total cost of the Project. The Grantee shall be named as the obligee on the bond. Grantee shall operate and maintain the Project in good repair and operating condition so as to preserve the public education benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements.

F. Insurance, Damage. Grantee shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar

facilities. If the Project or any portion is destroyed, insurance proceeds will be used to restore the Project to its prior condition if possible and if not, proceeds will be paid to the State, not to exceed the amount necessary to call or defease the portion of the Bonds relating to the Project (including all allocable costs of issuance), unless Grantee has informed the State in writing that the insurance proceeds will be used to rebuild the Project.

- G. Sales, Leases and Encumbrances. So long as the Bonds, or any obligations issued to refund the Bonds, are outstanding, Grantee shall not sell, transfer, encumber, lease or otherwise dispose of any property paid for with disbursements of the Grant, unless the State has granted prior, written consent. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project, Grantee shall, within 30 days of receipt of any proceeds from such disposition, pay such proceeds to the State, not to exceed the amount necessary to call or defease the portion of the Bonds relating to the Project (including all allocable costs of issuance), for the defeasance or prepayment of debt service on such Bonds, unless the State agrees otherwise in writing.
- H. Condemnation Proceeds. If the Project or any portion is condemned, within 30 days of receipt of any condemnation proceeds, Grantee shall pay such proceeds to the State, not to exceed the amount necessary to call or defease the portion of the Bonds relating to the Project (including all allocable costs of issuance), unless Grantee has, after consultation with the State and Bond Counsel, informed the State in writing that the condemnation proceeds will be used to rebuild the Project. The State shall consult with Bond Counsel and Grantee regarding the use of any proceeds paid to the State.
- I. Financial Records. Grantee shall keep accurate books and records for the use of the Grant and the Matching Amount, and maintain them according to generally accepted accounting principles established by the Governmental Accounting Standards Board (or any successor thereto) in effect at the time.
- J. Inspections; Information. Grantee shall permit the State and any party designated by the State: (i) to inspect the Project and (ii) to inspect and make copies of any accounts, books and records, including, without limitation, Grantee's records regarding receipts, disbursements, contracts, investments and any other related matters. Grantee shall supply any reports and information related to the Project as the State may reasonably require.
- K. Records Maintenance. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Project, the Grant or the Matching Amount until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Agreement or applicable law.
- L. Notice of Default. Grantee shall give ODE prompt written notice of any Default as soon as any senior administrative or financial officer of Grantee becomes aware of its existence or reasonably believes a Default is likely.

- M. Indemnity; Release. To the extent permitted by law, Grantee shall defend, indemnify, save and hold harmless and release the State, its officers and employees from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and reasonable attorneys’ fees and expenses at trial, on appeal and in connection with any petition for review, related to: (a) the tax-exempt status of interest on the Bonds and any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by the Internal Revenue Service, the Securities and Exchange Commission, Municipal Securities Rulemaking Board and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction over the Bonds arising from the Project or the actions, omissions or representations of Grantee; (b) any federal arbitrage and rebate penalties arising from the actions of Grantee; (c) the construction, use or condition of the Project; and (d) any actual or alleged act or omission by Grantee, or its employees, agents or contractors.
- N. Representations and Covenants Regarding the Tax-Exempt Status of the Bonds. Grantee acknowledges that the Grant will be funded with the proceeds of Bonds the interest on which is excluded from gross income for federal tax purposes. Grantee further acknowledges that the tax status of the Bonds could be adversely affected if Grantee’s representations regarding the Project Costs are unreasonable or if Grantee includes, as Project Costs, amounts that are properly characterized as working capital expenditures. Grantee agrees to comply with all applicable provisions of the Code necessary to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 8 – EVENTS OF DEFAULT

Any of the following constitutes an “Event of Default” of Grantee:

- A. Any false or misleading representation is made by or on behalf of Grantee, in this Agreement or in any document provided by Grantee to the State related to this Grant, the Matching Amount or the Project.
- B. Grantee fails to perform any obligation required under this Agreement, other than those referred to in subsection A of this Section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Grantee by ODE, or such longer period as ODE may agree to in writing, if ODE determines Grantee has instituted and is diligently pursuing corrective action.

SECTION 9 – REMEDIES

- A. Remedies. Upon any Event of Default, the State may pursue any or all remedies in this Agreement, and any other remedies available at law or in equity (including specific performance, but not including acceleration) to collect amounts due or to become due or to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:

- (1) Terminating ODE’s commitment and obligation to make any further disbursements of the Grant under this Agreement.
- (2) While any of the Grant remains undisbursed, withholding amounts otherwise due to Grantee.
- (3) Requiring repayment of the Grant (including any costs of defeasing the portion of the Bonds relating to the Project (including all allocable costs of issuance), if necessary and the State’s costs of exercising its remedies under this Agreement, including reasonable attorney’s fees and costs.

If, as a result of an Event of Default, the State demands return of the portion of the Grant moneys related to the Event of Default, the State may deduct such amount from other payments due from the State or any agency of the State to Grantee and legally available for such purpose, including but not limited to, any disbursements to Grantee from the State School Fund (after any moneys paid by ODE under an intercept agreement pursuant to the State School Bond Guaranty Program, ORS 328.284 or 238.698 or other intercept agreements entered into prior to the date of this Agreement) and any payment to Grantee from the State under any other agreement, present or future, between the State or any agency of the State and Grantee.

- B. Application of Moneys. Any moneys collected by the State pursuant to Section 9.A will be applied first, to pay any reasonable attorneys’ fees and other fees and expenses incurred by the State; then, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Agreement.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to the State is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right, power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The State is not required to provide any notice in order to exercise any right or remedy, except as set forth in Section 8.B.
- D. Default by the State; Remedies of Grantee. In the event the State defaults on any obligation in this Agreement, Grantee’s remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of the State’s obligations.

SECTION 10 – MISCELLANEOUS

- A. Time is of the Essence. Grantee agrees that time is of the essence under this Agreement.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.

- (1) Nothing in this Agreement gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
- (2) This Agreement will be binding upon and inure to the benefit of ODE, Grantee, and their respective successors and permitted assigns.
- (3) Grantee may not assign or transfer any of its rights or obligations or any interest in this Agreement without the prior written consent of ODE, which consent will not be unreasonably withheld. ODE may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Grantee shall pay, or cause to be paid to ODE, any fees or costs incurred because of such assignment, including but not limited to reasonable attorneys' fees of ODE's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of the State beyond those in this Agreement, nor ODE's assignment relieve Grantee of any of its duties or obligations under this Agreement.
- (4) Grantee hereby approves and consents to any assignment or transfer of the administration of this Agreement that ODE deems to be necessary to any other agency of the State.

C. Disclaimer of Warranties; Limitation of Liability. Grantee agrees that:

- (1) The State makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event is the State, any agency of the State or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Agreement must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to ODE: Michael Elliott, School Facilities Coordinator
Department of Education
255 Capitol Street NE
Salem, Oregon 97310

If to Grantee: Olivia Meyers Buch, Director of Finance and Operations
Corvallis School District
1555 SW 35th Street
Corvallis, Oregon 97333

- E. No Construction Against Drafter. This Agreement is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Agreement is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Survival. Except as provided in Section 7.K and 7.N, and notwithstanding any other provision of this Agreement, the obligations of the parties under this Agreement survive disbursement of the Grant Amount and payment of the Bonds and do not terminate until the date that the Bonds, including any obligations issued to refund the Bonds are no longer outstanding.
- H. Amendments, Waivers. This Agreement may not be amended without the prior written consent of the State (and when required, Counsel or review by Bond Counsel) and Grantee. This Agreement may not be amended in a manner that is not in compliance with the Act or the provisions of the Code applicable to obligations bearing interest that is excludable from gross income. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

In the event that federal rules or federal laws change in a manner that affects the administration of this Agreement, the proceeds of the Bonds or the payment of debt service on the Bonds, the State and the Grantee agree to cooperate to implement any amendments to this Agreement that the parties deem necessary.

- I. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to the State by its attorneys.
- J. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the

State only to the extent Congress has appropriately abrogated the State's sovereign immunity and is not consent by the State to be sued in federal court. This paragraph is also not a waiver by the State of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. False Claims. Grantee will refer to the ODE contact designated to receive notices under this Agreement any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act, ORS180.750 to 180.785, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.
- M. Execution in Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

Grantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through the
Department of Education

CORVALLIS SCHOOL DISTRICT

By: _____
Name: Rick Crager
Title: Assistant Superintendent Office of
Finance and Administration

By: _____
Name: Olivia Meyers Buch
Title: Director of Finance and
Operations

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

[Assistant Attorney General]

EXHIBIT A – PROJECT DESCRIPTION

Notice of Measure Election
District

2-113

SEL 803

rev 01/18 ORS 250.035,
250.041, 255.145, 255.345

Notice			
Date of Notice February 15, 2018	Name of District Corvallis School District	Name of County or Counties Benton/Linn	Date of Election May 15, 2018
Final Ballot Title The following is the final ballot title of the measure to be submitted to the district's voters. The ballot title notice has been published and the ballot title challenge process has been completed.			
Caption 10 words which reasonably identifies the subject of the measure.			
BONDS TO EXPAND, MODERNIZE SCHOOLS; ADDRESS OVERCROWDING; MAKE SAFETY IMPROVEMENTS			
Question 20 words which plainly phrases the chief purpose of the measure.			
Shall Corvallis School District improve safety and security; replace and expand schools and address overcrowding by issuing \$199,916,925 in bonds? If the bonds are approved, they will be payable from taxes on property or property ownership that are not subject to the limits of sections 11 and 11b, Article XI of the Oregon Constitution.			
Summary 175 words which concisely and impartially summarizes the measure and its major effect.			
If approved, the District would issue general obligation bonds to finance the following capital projects:			
<ul style="list-style-type: none"> • Safety and security enhancements including seismic upgrades, secure main entrances, controlled access locks, lighting and video surveillance. • Replacement of Hoover Elementary and Lincoln Elementary to address overcrowding and ensure access to modern classrooms. Buildings to be constructed on same sites in phases that allow students to remain on site. • Capital repairs and improvements at other district facilities to extend the life of existing buildings including replacement of dated and inefficient mechanical, electrical, plumbing, and heating/ventilations systems, and roof, window and door replacements. • Elementary school additions to replace all unsecure and inefficient modular classrooms, create dedicated spaces for music and art/science instruction, and add multi-purpose dining commons separate from physical education/gymnasium spaces. • Expansion and renovation of classroom spaces to modernize hands-on learning for secondary career and technical education. • Demolition, site improvements, furnishings and equipment, and fees associated with bond issuance costs. 			
The bonds would mature in 20 years or less from date of issuance.			
Explanatory Statement 500 words that impartially explains the measure and its effect.			
If the county is producing a voters' pamphlet an explanatory statement must be drafted and attached to this form for: → any measure referred by the district elections authority; or → any initiative or referendum, if required by local ordinance.			
			Explanatory Statement Attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Authorized District Official Not required to be notarized.			
Name Ryan Noss		Title Superintendent	
Mailing Address 1555 SW 35th Street, Corvallis, OR 97333		Contact Phone 541-757-5811	
<i>By signing this document:</i> → I hereby state that I am authorized by the district elections authority to submit this Notice of Measure Election; and → I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.			

FILED

Signature

FEB 15 2018

2/15/18
Date Signed

Time: 2:37 AM (PM)
Deputy: AN

EXHIBIT A-1 – PROJECT BUDGET

Grant Amount: \$6,234,147
Matching Amount: \$15,201,657

Other Amounts: \$0
Total Project Budget: \$21,435,804

<u>Project Component</u>	<u>Total Budget</u>	<u>OSCIM Grant Portion</u>	<u>Total</u>
Garfield Elementary Renovation	\$15,201,657	\$6,234,147	\$21,435,804

EXHIBIT B – EVIDENCE OF GRANTEE AUTHORIZATION AND LOCAL GO BONDS MATCHING AMOUNT; OTHER CONDITIONS TO DISBURSEMENT

The following shall be attached hereto:

Local GO Bond Documents

- Board Resolution calling the ballot measure election;
- Sample Official Ballots;
- Abstracts of Votes from county elections office(s);
- District's Determination of Election Results;
- Board Resolution authorizing the issuance of Local GO Bonds;
- Certificate of District evidencing compliance with debt limitations and capacity;
- Executed copy of Approving Opinion of Bond Counsel with Reliance Letter addressed to the State

Grant Agreement Required Documents

- Board Resolution authorizing the execution of the Grant Agreement;
- Opinion of Grantee's Counsel Required by Section 4. C. of Grant Agreement;
- Certificate from the Grantee's auditors described in Section 6. F. of Grant Agreement

EXHIBIT C – FORM OF DISBURSEMENT REQUEST

DISBURSEMENT REQUEST

DATED: [insert date of request]

Project Name: Garfield Elementary Renovation

Bonds: Article XI-P Bond Series Number: 201[] Series [...]

Date of Grant Agreement: []

Name of Grant Grantee: Corvallis School District

On behalf of Corvallis School District (the “Grantee”) I hereby request a total disbursement of \$ ____ (the “Disbursement”) under the Grant Agreement identified above (the “Grant Agreement”). The following representations and certifications are made by the Grantee in connection with this Disbursement Request:

1. As of the date of this Disbursement Request, Grantee has spent a portion of the Grant Amount in the amount of \$ ____ as detailed on the attached list and documentation.
2. All of the Disbursements requested by this Disbursement Request will be used to reimburse Grantee for payments that Grantee has made or to make payments for Project Costs that are currently payable by Grantee.
3. With respect to amounts of the Disbursement used to reimburse Grantee, none of the expenditures that Grantee has requested for reimbursement were paid from the Matching Amount.
4. Grantee is eligible to receive the Disbursement under the terms of the Grant Agreement, and has satisfied all conditions that the Grant Agreement requires be satisfied for ODE to make the Disbursement.
5. The invoices or other documents provided to ODE in connection with this Disbursement Request evidence that the Project Costs to be paid from the Disbursement have been paid or are currently payable by Grantee.
6. All the Disbursements will be used to pay for Project Costs that have not been previously paid from disbursements under the Grant.
7. Except as disclosed by Grantee in writing to ODE, and attached hereto as an Exhibit, there is no litigation or formal governmental administrative proceedings, including any environmental or other matters, pending (or to the knowledge of Grantee, threatened) against or affecting Grantee, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely

determined, would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.

8. All representations of Grantee in the Grant Agreement are true and correct on the date of this Reimbursement Request and all warranties by Grantee in the Grant Agreement continue to be in effect.

9. There is no Default or Event of Default occurring under the Grant Agreement.

The certifications in this Disbursement Request are true and accurate to the best of my knowledge and belief, after reasonable investigation.

Capitalized terms that are used but are not defined in this Disbursement Request have the meanings defined for those terms in the Grant Agreement.

CORVALLIS SCHOOL DISTRICT

By: _____
Name: Olivia Meyers Buch
Title: Director of Finance and Operations

Date: _____

EXHIBIT D – PROJECT COMPLETION REPORT

[To Be Provided By Grantee Upon Project Completion]



Corvallis

SCHOOL DISTRICT

X.D. Declare Vacancies on Budget Committee



Corvallis

SCHOOL DISTRICT

Prepared for: Corvallis School Board
Prepared by: Olivia Meyers Buch, Finance and Operations Director
Meeting Date: September 13, 2018

Budget Committee Vacancies

ACTION REQUESTED

Background

Pursuant to Board Policy DBEA, "Budget Committee," and prior to October 1 each year, the Board will identify vacant budget committee positions that must be filled by Board appointment.

The Budget Committee has 14 members: seven elected school board members and seven citizens appointed to three-year terms by the board. The citizen members are appointed by open vote of the School Board, as openings occur.

This year the terms of two members expired (Max Ahmad and Peter Sabee-Paulson), resulting in two (2) vacancies for full terms (three years each) expiring June 30, 2021.

The openings on the Budget Committee will be advertised in the Gazette Times and messages will be shared on social media and other district communication channels.

The recruitment schedule for these three open seats is proposed as follows:

- September 13 School Board Meeting – publicly identify vacant committee positions and approve recruitment calendar
- Mid-September to mid-October –advertisements, press release, social media promotions
- October 16 – application deadline
- October 17-23 – finance workgroup reviews applications
- October 24 - finance director recommends appointments
- November 1 School Board Meeting – appoint members

Involvement

Finance and Operations Department staff.

ACTION REQUESTED:

Identify these vacancies and adopt this recruitment schedule.

MOTION REQUESTED:

"I move that the Board identify two full-term openings on the 2019 Budget Committee and approve the 2018-19 recruitment schedule as presented by staff."



Corvallis

SCHOOL DISTRICT

X.E. Board Policy KNA: Joint City-County-State-Federal-District Planning -
Rescind



Corvallis

SCHOOL DISTRICT

Prepared for: Corvallis School Board
Prepared by: Erika Cook
Meeting Date: September 13, 2018

[ACTION REQUIRED](#)

Board Policy

Policy KNA—Joint City-County-State-Federal-District Planning—Rescind

Background

Upon review of district policies and administrative regulations, Oregon School Boards Association as advised rescinding the following:

Board Policy KNA—Joint City-County-State-Federal-District Planning—Nothing prevents the district from doing any of the things mentioned and not required in this policy.

Furthermore, OSBA's reasoning for rescission: Policy KNA appears to be a district generated philosophy statement concerning collaboration with other governmental agencies.

OSBA's position is that philosophy does not belong in policy as policy is a legally binding document and it is not in the district's best interest to legally bind a district to a philosophy statement. The collaboration language in this document would best be reflected in guiding principles, district goals, board goals, strategic plans but not policy.

As for accessing federal dollars and other grants that is found in Policy DD.

Involvement

District staff: Kevin Bogatin, Kerry Richey

Cost Impact

None

Action Requested

Rescind.

Joint City-County-State-Federal-District Planning

The district will cooperate with the city of Corvallis and may enter into joint agreements relating to acquisition and development of school-park sites, building usage, program supervision, maintenance, and joint purchasing of supplies.

The district will also cooperate with Benton County and the Linn-Benton-Lincoln Education Service District.

Additionally, the Board recognizes that the federal government has an interest in education from a national point of view and has provided money, categorically to carry out its interest.

It is the policy of the Board to apply for and accept federal grants if an educational need is evident.

The superintendent and the superintendent's staff are authorized to proceed with the development of projects for federal funds, subject to the Board's approval.

The administration is authorized to work with county and state officials in preparing such projects.

END OF POLICY

Legal References:

ORS 329.150
ORS 419B.015

Letter Opinion, Office of the Attorney General (August 18, 1986)



Corvallis

SCHOOL DISTRICT

X.F. Board Policy GBH/JECAC: Staff/Student/Parent Relations - Revised -
Second Reading



Corvallis

SCHOOL DISTRICT

Prepared for: Corvallis School Board
Prepared by: Erika Cook
Meeting Date: September 13, 2018

[ACTION REQUIRED](#)

Board Policy

Policy GBH/JECAC—Staff/Student/Parent Relations—Revised—Second Reading
Policy JECAC/GBH—Staff/Student/Parent Relations—Revised—Second Reading

Background

To accommodate the Oregon laws that relate to parental plans in case of separated or divorced parents, legal staff have recommended the revisions be applied to this policy.

Policy GBH/JECAC (and JECAC/GBH) are optional, edits provided by OSBA 2/08/2018. Last adoption was 4/02/2012.

Involvement

District Staff: Erika Cook, Kevin Bogatin, Jennifer Duvall.

Cost Impact

None.

Action Requested

Adoption of revised version.

Staff/Student/Parent Relations**

The Board encourages parents to be involved in their student's school educational activities and, unless otherwise ordered by the courts, an order of sole custody on the part of one parent shall not deprive the other parent of the following authority as it relates to:

1. Receiving and inspecting their student's education school records and consulting with school staff concerning the student's welfare and education, to the same extent as provided the parent having sole custody;
2. Authorizing emergency medical, dental, psychological, psychiatric, or other health care for the student if the custodial parent is, for practical reasons, unavailable.

It is the responsibility of the parent with sole custody to provide any court order that curtails the rights of the noncustodial parent at the time of enrollment or any other time a court order is issued.

~~Noncustodial parents will not be granted visitation or telephone access to the student during the school day. The~~ Unless provided by court order or a parental plan, a student will shall not be released to the noncustodial parent nor shall the noncustodial parent be granted visitation or phone access during the school day. ~~without written permission of the parent with sole custody. In the event the parents have a court documented standard parenting plan in place, schools will follow the plan.~~

In the case of joint custody, the district will adhere to all conditions specified and ordered by the court. The district may request in writing any special requests or clarifications in areas concerning the student and the district's relationship and responsibilities. The district will use reasonable methods to identify and authenticate the identity of both parents.

END OF POLICY

Legal References:

[ORS 107.101](#)
[ORS 107.102](#)

[ORS 107.106](#)
[ORS 107.154](#)

[ORS 109.056](#)
[ORS 163.245 - 163.257](#)

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (200617); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (200817).
Protection of Pupil Rights, 20 U.S.C. § 1232h (200617); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (200617).



Corvallis

SCHOOL DISTRICT

X.G. Board Policy JECAC/GBH: Staff/Student/Parent Relations - Revised -
Second Reading

Staff/Student/Parent Relations**

The Board encourages parents to be involved in their student's school educational activities and, unless otherwise ordered by the courts, an order of sole custody on the part of one parent shall not deprive the other parent of the following authority as it relates to:

1. Receiving and inspecting their student's education records and consulting with school staff concerning the student's welfare and education, to the same extent as provided the parent having sole custody;
2. Authorizing emergency medical, dental, psychological, psychiatric, or other health care for the student if the custodial parent is, for practical reasons, unavailable.

It is the responsibility of the parent with sole custody to provide any court order that curtails the rights of the noncustodial parent at the time of enrollment or any other time a court order is issued.

Unless provided by court order or a parental plan, a student shall not be released to the noncustodial parent nor shall the noncustodial parent be granted visitation or phone access during the school day.

In the case of joint custody, the district will adhere to all conditions specified and ordered by the court. The district may request in writing any special requests or clarifications in areas concerning the student and the district's relationship and responsibilities.

The district will use reasonable methods to identify and authenticate the identity of both parents.

END OF POLICY

Legal References:

[ORS 107.101](#)
[ORS 107.102](#)

[ORS 107.106](#)
[ORS 107.154](#)

[ORS 109.056](#)
[ORS 163.245 to -163.257](#)

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2017); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).

Protection of Pupil Rights, 20 U.S.C. § 1232h (2017); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2017).



Corvallis

SCHOOL DISTRICT

X.H. Board Policy FEF/FEFB: Construction Contracts-Bidding and Awards -
Revised - Second Reading



Corvallis

SCHOOL DISTRICT

Prepared for: Corvallis School Board
Prepared by: Erika Cook
Meeting Date: September 13, 2018

ACTION REQUIRED

Board Policy

Policy FEF/FEFB—Construction Contracts-Bidding Awards—Revised—Second Reading

Background

Recommendation to review by CSD Facilities. Policy FEF/FEFB is highly recommended per OSBA on sample policy dated 4/03/2001. Never adopted by CSD, this will be new policy.

Involvement

District staff: Kevin Bogatin, Erika Cook, Kim Patten, Olivia Meyers-Buch

Cost Impact

None.

Action Requested

Adoption of revised version.

Construction Contracts—Bidding and Awards

The Board will serve as its own Local Contract Review Board.

The Board will procure contracts for construction or renovation of facilities according to the provisions of state law and Oregon Administrative Rules. Prequalification of bidders may be required by the district.

Contractors shall be registered as required by Oregon law.

For every contract for which a bond is required, a bond with good and sufficient sureties will be required of the contractor. The purpose of the bond is to ensure:

1. The obligations of the contract are faithfully performed;
2. Payment is promptly made to all persons supplying labor or materials to the contractor or subcontractor for the work provided in the contract;
3. All contributions for workers' compensation and unemployment insurance are made promptly;
4. All sums required to be deducted and retained from the contractor's and subcontractor's employees' wages are paid.

END OF POLICY

Legal Reference(s):

[ORS Chapters 279A](#), 279B and 279C



Corvallis

SCHOOL DISTRICT

XI. CONSOLIDATED INFORMATION

XI.A. Non-Licensed Personnel Information



Corvallis

SCHOOL DISTRICT

Prepared for: Corvallis School Board
Prepared by: Jennifer Duvall, Human Resources Director
Meeting Date: September 13, 2018

Non-licensed Personnel Information

NO ACTION REQUIRED

Recommendation to Hire

Nicole Hawkins: Educational Assistant 2, 6 hours, Adams Elementary, effective September 5, 2018 (Regular/Probationary)

Lauren Barrett: Educational Assistant 2, 6.5 hours, Mt. View Elementary, effective September 5, 2018 (Regular/Probationary)

Alyssa Puppung: Educational Assistant 2, 6 hours, Jefferson Elementary, effective September 5, 2018 (Regular/Probationary)

Kelli Garrison: Child Care Provider, 16 hours/per week, Corvallis High School, effective September 17, 2018 (Regular/Probationary)

Shannon Brown: Educational Assistant 2, 7.5 hours, Corvallis High School, effective September 5, 2018 (Regular/Probationary)

Charla Guiwits: Educational Assistant 2, 5 hours, Garfield Elementary, effective August 28, 2018 (Regular/Probationary)

Rachel Wolf: Student Behavior Assistant, 6.5 hours, Adams Elementary, effective September 5, 2018 (Regular/Probationary)

Demri Lone Fight: Educational Assistant 2, 6 hours, Garfield Elementary, effective August 28, 2018 (Regular/Probationary)

Amy Janeway: Educational Assistant 2, 6.5 hours, Crescent Valley High School, effective August 28, 2018 (Regular/Probationary)

Mikala Hoffman: Educational Assistant 2, 7 hours, Linus Pauling Middle School, effective August 28, 2018 (Regular/Probationary)

Kelsey Lewey: Educational Assistant 2, 7 hours, Linus Pauling Middle School, effective August 28, 2018 (Regular/Probationary)

Lily Manas: Educational Assistant 2, 7 hours, Linus Pauling Middle School, effective August 28, 2018 (Regular/Probationary)



Corvallis

SCHOOL DISTRICT

Klayna Passaran: Administrative Assistant 1, 7 hours, Linus Pauling Middle School, effective August 27, 2018 (Regular/Probationary)

Francisco Gonzalez: Technology Lab Assistant 2, 6.5 hours, Franklin Elementary, effective September 5, 2018 (Limited Term)

Julie Goggins: Educational Assistant 2, 5.5 hours, Cheldelin Middle School, effective September 5, 2018 (Limited Term)

Gabrielle Vandevelder: Educational Assistant 2, 4 hours, Mt. View Elementary, effective September 5, 2018 (Regular/Probationary)

Stephen Arnst: Educational Assistant 3, 7 hours, Corvallis High School, effective September 6, 2018 (Limited Term)

Dawn Gonzalez: Student Behavior Support (6.75 hours) and Educational Assistant 2 (1.25 hours), Adams Elementary, effective August 28, 2018 (Regular/Probationary)

Jessica Russell: Educational Assistant Life Skills, 7 hours, Linus Pauling Middle School, effective September 5, 2018 (Regular/Probationary)

Timothy Lemke: Food Service Assistant, 4 hours, Central Kitchen, effective September 5, 2018 (Regular/Probationary)

Debra Parker: Food Service Assistant, 4 hours, Central Kitchen, effective September 5, 2018 (Regular/Probationary)

Rachel Rude: Educational Assistant Life Skills, 6.5 hours, Franklin Elementary, effective August 28, 2018 (Regular/Probationary)

Jennifer Gaetan: Educational Assistant 2, 6.5 hours, Franklin Elementary, effective August 28, 2018 (Regular/Probationary)

Collin Korthauer: Educational Assistant 2, 6.5 hours, Franklin Elementary, effective August 28, 2018 (Regular/Probationary)

Mesfer Albalawi: Educational Assistant 3, 2 hours, Garfield Elementary, effective August 28, 2018 (Regular/Probationary)

Jordan Gardner: Educational Assistant 2, 6.5 hours, Crescent Valley High School, effective August 28, 2018 (Regular/Probationary)

Tyler Weeks: Maintenance 1/Custodial, 8 hours, Garfield and Lincoln Elementary, effective August 27, 2018 (Regular/Probationary)



Corvallis

SCHOOL DISTRICT

Miles Hatstat: Educational Assistant 2, 6.5 hours, Crescent Valley High School, effective August 28, 2018 (Regular/Probationary)

Rose Seirup: Food Service Assistant, 5 hours, Corvallis High School, effective September 5, 2018 (Regular/Probationary)

Lindsey Dunn: Educational Assistant 2, 6.5 hours, Franklin Elementary, effective August 28, 2018 (Regular/Probationary)

Marquina Hofschneider: Administrative Assistant 1, 7 hours, Linus Pauling Middle School, effective August 28, 2018 (Regular/Probationary)

Jessica Sanchez: Educational Assistant Life Skills, 4 hours, Crescent Valley High School, effective August 29, 2018 (Regular/Probationary)

Holly Raab: Educational Assistant Life Skills, 4 hours, Crescent Valley High School, effective September 5, 2018 (Regular/Probationary)

Melissa Peterson: Educational Assistant 2, 6.5 hours, Hoover Elementary, effective August 28, 2018 (Regular/Probationary)

Anne Rasch: Educational Assistant 2, 4 hours, Mt. View Elementary, effective August 28, 2018 (Regular/Probationary)

Lisbeht Reynoso-Navarrete: Student Behavior Assistant, 6.5 hours, Garfield Elementary, effective August 28, 2018 (Regular/Probationary)

Madeleine Peterson: Educational Assistant Life Skills, 4 hours, Crescent Valley High School, effective September 5, 2018 (Regular/Probationary)

Karie Fugett: Educational Assistant Life Skills, 4 hours, Crescent Valley High School, effective September 7, 2018 (Regular/Probationary)

Jessica Sanchez: Educational Assistant Life Skills, 4 hours, Crescent Valley High School, effective August 29, 2018 (Regular/Probationary)

Shelley Willis: Student Behavior Support 2, 7.5 hours, Wilson Elementary, effective August 28, 2018 (Regular/Probationary)

Brendon Poore: , Information Services Technical Support 1, 8 hours, Corvallis High School, effective August 30, 2018 (Regular/Probationary)

Lauren Desantis: Educational Assistant 3, 7.5 hours, Crescent Valley High School, effective August 28, 2018 (Limited Term)



Corvallis

SCHOOL DISTRICT

Eryn Womack: Administrative Assistant 2, 6 hours, District Office, effective August 7, 2018
(Regular/Probationary)

Isabel Cabrera: Educational Assistant 2, 6.5 hours, Lincoln Elementary, effective August 28, 2018
(Regular/Probationary)

Dewayne Irvin: Maintenance Supervisor, 8 hours, District Office, effective September 4, 2018
(Regular/Probationary)

Termination/Resignation/Layoff/Retirement

Mitchell Chuks Asemota: Educational Assistant Life Skills, 7.25 hours, Corvallis High School, effective June 30, 2018 (Resignation)

Rebekah Titus: Educational Assistant 2, 4 hours, Mt.View Elementary, effective June 30, 2018
(Resignation)

Keenan Beil: Educational Assistant, 7 hours, Cheldelin Middle School, effective June 30, 2018
(Resignation)

Debie Hood: Educational Assistant 2, 6 hours, Adams Elementary, effective June 30, 2018
(Retirement)

Sarah Bingham: Student Behavior Support 2, 6 hours, Adams Elementary, effective June 30, 2018
(Resignation)

Daniel Walls: Educational Assistant 2, 7 hours, Linus Pauling Middle School, effective September 21, 2018 (Resignation)



Corvallis

SCHOOL DISTRICT

XI.B. Board Policy AE - District Goals - Revising - First Reading



Corvallis

SCHOOL DISTRICT

Prepared for: Corvallis School Board
Prepared by: Erika Cook
Meeting Date: September 13, 2018

[NO ACTION REQUIRED](#)

Board Policy

Policy AE—District Goals—Revised—First Reading

Background

House Bill 2220 changed language when referring to student achievement to reflect the terminology used in the Common Core State Standards.

It also added that districts shall adopt a grading system that clearly shows whether a student is achieving course requirements at the student's current grade level and be based on the student's progress towards becoming proficient in a continuum of knowledge and skills, effective July 1, 2012.

Policy AE is highly recommended, edits provided by OSBA 9/29/2011. Last CSD adoption 1/11/1999.

Involvement

District staff: Ryan Noss, Kevin Bogatin, Erika Cook

Cost Impact

None.

District Goals

The district shall maintain a coordinated K-12 program that supports the physical, social, and cognitive growth and development of students, is designed to improve student achievement, supports students becoming proficient in the knowledge and skills of the student's current grade level, and encourages the attainment of individual goals.

The following practices contribute to achieving this goal.

The district will develop a partnership with staff, parents, and community members to identify and revise goals consistent with the goals adopted by the State Board of Education and goals periodically adopted and updated by the Corvallis School District Board. To successfully prepare students to function effectively in a rapidly changing world and for the future pathways they choose to pursue, goals adopted by the district will:

1. Ensure that all students, regardless of linguistic background, culture, race, gender, sex, sexual orientation, capability, or geographic location have access to a quality education in a safe, motivating environment;
2. Hold all students to rigorous academic standards and expect them to succeed;
3. Provide students with opportunities to demonstrate their achievement in knowledge and skills.
4. Encourage parental and community involvement in their student's education;
5. Develop in students lifelong academic skills to prepare them for an rapidly changing world;
6. Develop in students the core ethical values consistent with our diverse society, including but not limited to: respect, responsibility, caring, trustworthiness, justice, fairness, civic integrity, and citizenship;
7. Equip students with the knowledge and skills necessary to pursue the future pathway of their choice and prepare students to function effectively in various of life roles.

END OF POLICY

Legal Reference(s):

[ORS 174.100](#)

[ORS 192.630](#)

[ORS 329.025](#)

[ORS 329.485](#)

[ORS 332.107](#)

[ORS 659.850](#)

[ORS 659A.003](#)

[ORS 659A.006](#)

[ORS 659A.030](#)

[OAR 581-022-1020](#)

[OAR 581-022-1030](#)

[OAR 839-003-0000](#)



Corvallis

SCHOOL DISTRICT

XII. ADJOURNMENT (9:00 p.m. approx.)

*All times are approximate.

Note: The Chair of the Board may alter the order of business as they deem proper and necessary.



Corvallis

SCHOOL DISTRICT

Agendas – Agendas and supporting materials are available online at <https://v3.boardbook.org/Public/PublicHome.aspx?ak=1000829> a few days before each School Board meeting. For more information, please contact Kim Nelson at kimberly.nelson@corvallis.k12.or.us.

Communication With The School Board – Communication with the Board can be made by telephone, letter, e-mail and public testimony. Letters may be addressed to individual Board members or the Board as a whole and sent to 1555 SW 35th Street, Corvallis, OR 97333. E-mail may be sent to schoolboard@corvallis.k12.or.us and will be sent to all board members simultaneously as well as to key District Office staff. For more information, please contact Kim Nelson at kimberly.nelson@corvallis.k12.or.us.

Consolidated Action Agenda – The purpose of the consolidated action agenda is to expedite action on routine agenda items. All agenda items that are not held for discussion at the request of a Board member or staff member will be approved/accepted as written as part of the consolidated motion. Items designated or held for discussion will be acted upon individually.

Public Comment –

Guidelines are at: <https://www.csd509j.net/about-us/school-board/provide-input-and-be-informed/>

Executive Session – Permissible purposes of Executive Sessions include: ORS 192.660(2)(a) – Employment of Public Officers, Employees and Agents; ORS 192.660(2)(b) – Discipline of Public Officers and Employees; ORS 192.660(2)(d) – Labor Negotiator Consultations; ORS 192.660(2)(e) – Real Property Transactions; ORS 192.660(2)(f) – Exempt Public Records; ORS 192.660(2)(h) – Legal Counsel; ORS 192.660(2)(i) – Performance Evaluations of Public Officers and Employees; ORS 192.660(2)(j) – Public Investments.

Grievance Process - ORS 192.705

Grievances alleging a violation by a governing body of provisions in Public Meetings Law may be submitted in writing to Kim Nelson at kim.nelson@corvallis.k12.or.us or submitted between 8:00 am – 5:00 pm Monday through Friday at 1555 SW 35th Street, Corvallis, OR 97333. Additional information is available on the district website.

SCHOOL BOARD MEMBERS			
Judah Largent	541-231-8415	Terese Jones, Co-Vice Chair	541-230-1673
Sami Al-Abdrabbuh	541-283-6611	Shauna Tominey, Co-Vice Chair	541-829-8411
Chris Hawkins	541-602-2045	Luhui Whitebear, Chair	541-714.3305
Bernie Wang	541-704-7298		

EXECUTIVE STAFF MEMBERS	
Ryan Noss, Superintendent	541-757-5841
Melissa Harder, Assistant Superintendent / Human Resources Director	541-766-4857
Lauren Wolfe, Finance Director	541-757-5874
Byron Bethards, Student Growth & Experience Director	541-757-5470
Kim Patten, Operations Director	541-757-3849
Kim Nelson, Executive Assistant to the Superintendent; Board Secretary	541-757-5841