

# Knappa School District No. 4 • Astoria, Oregon 97103

*The Knappa School District will Inspire all learners to Achieve  
academically and Thrive as independent and Productive citizens.*

## **Board of Directors' Regular Meeting**

**April 20, 2022**

**6:30 p.m.**

## **6:15 p.m. Bond Hearing**

### **1. Call to Order – Chair Ed Johnson**

### **2. Consent Agenda- (Motion for approval needed)**

- 2.1 Minutes from the March 9, 2022 Regular Board Meeting and April 6, 2022 Board Work Session.
- 2.2 Personnel Update
- 2.3 2022-25 Superintendent Contract
- 2.4 Change 5/4/2022 to a regular day for the High School
- 2.5 22-23 Adult Meal Price Increase
- 2.6 Change 6/22/22 board meeting start time to 6:00 p.m.

## **Communications and Hearing of Interested Parties**

*The Board welcomes visitors to our meetings, and values comments from district patrons that improve the quality of education for students. The Board, at their discretion, will recognize comments from the audience. We must require, however, that complaints be directed through the administration for resolution. Comments made during this session must be free of abusive language, personal attacks on district personnel, and not directed towards any department which, due to its low staffing, would amount to an attack by in affect naming district personnel. We also ask that presentations be limited to (3) minutes.*

### **3. Student Body Reports**

- 3.1 KHS
- 3.2 HLMS

### **4. Old Business**

- 4.1 Gary Plano- (Civility Discussion)
- 4.2 Policy Section "I" and OSBA Policy Update- (see attached list, motion for approval)

### **5. New Business**

- 5.1 2022 Blue Bird School Bus- (approval needed for purchase)
- 5.2 Bus Surplus- (motion for approval needed)

#### **Bus #60**

License: E197807

1996 Blue Bird Model TC2000 Bus

VIN: 1BAAHCSA7TF070093

Miles: 184,239  
Age: 26 years  
Last Annual Inspection: 8/22/2018  
**Transmission Inoperable**

**Bus #62**

License: E197840  
1996 Blue Bird Model E350 1 Ton Econoline - Van MD Series  
VIN: 1FDJE37F5THA20361  
Miles: 206,491  
Age: 26 Years  
Last Annual Inspection: 4/25/2016

- 5.3 Adoption and Approval of Alternative Construction Finding- (Design Build)
- 5.4 OSCIM Grant Resolution- (motion for approval)
- 5.5 Bond Citizens Committee-(motion for approval)

6. **District Reports**

- Financial Report- (Diane Barendse)
- Hilda Lahti Elementary/Middle School
- Knappa High School
- Superintendent Report

7. **Board Member Reports and Future Agenda Items**

**Next Meetings** • Wednesday, May 4, 2022 Budget Committee Meeting 6:00 p.m., Knappa High School Library. Wednesday, May 18, 2022 Regular School Board Meeting 6:30 p.m. Knappa High School Library.

Knappa School District No. 4 • Astoria, Oregon 97103

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**Board of Directors' Regular Board Meeting**

Wednesday, March 9, 2022

**6:30 p.m.**

**5:30 p.m. ORS 192.660(2)(i) Executive Session**, the governing body of a public body may hold an executive session: (i) to review and evaluate the employment related performance of the chief executive officer of any public body, a public officer, employed or staff member who does not request an open hearing.

**Present**

Ed Johnson-Chair  
Cullen Bangs-Vice Chair

Michelle Finn-Director  
Christa Jasper-Director-**Virtual**

William Fritz-Superintendent  
Diane Barendse-Business Manager  
Jennifer Morgan-Board Secretary

**Absent**

Will Isom-Director

Tammy McMullen-HLE/HLMS Principal  
Laurel Smalley-KHS Principal

1. **Call to Order** – Chair Ed Johnson
  - 1.1 Flag Salute-6:30 p.m.

**Classified Appreciation Week!**  
**Jackie Whitten-OSEA President**

2. **Consent Agenda- (Motion for approval needed)**
  - 2.1 Minutes from the February 23, 2022 Regular Board Meeting.
  - 2.2 Personnel Update

Finn moved to approve the consent agenda, Bangs seconded, moved to vote, Johnson yes, Bangs yes, Finn yes, Jasper no vote. Motion passes.

3. **Communications and Hearing of Interested Parties**

*The Board welcomes visitors to our meetings, and values comments from district patrons that improve the quality of education for students. The Board, at their discretion, will recognize comments from the audience. We must require, however, that complaints be directed through the administration for resolution. Comments made during this session must be free of abusive language, personal attacks on district personnel, and not directed towards any department which, due to its low staffing, would amount to an attack by in affect naming district personnel. We also ask that presentations be limited to (3) minutes.*

Nothing at this time.

4. **Student Body Reports**

4.1 KHS-nothing at this time.

4.2 HLMS-nothing at this time.

5. **New Business**

5.1 **Superintendent Evaluation Summary Letter-** (Ed Johnson-no action)-Johnson read the Superintendent evaluation letter and stated that the superintendent's performance was overall effective and they appreciate his hard work for the district.

5.2 **22-23 District Calendar-** (motion for approval needed)-Bangs moved to adopt the 22-23 district calendar as presented, Finn seconded, moved to vote, approved unanimously.

5.3 **Bond Construction Process-** (Fritz discussion only)-Fritz stated the progressive design build process will help mitigation of cost overrun, there is a single point of accountability, and this is more possible with the design build process. Upfront planning. We will need to hold a public hearing, and present the finding document at the April 6<sup>th</sup> meeting and the approval at the second meeting in April. We will need to hire an owner's rep. Johnson asked when would we go out for bid, Fritz stated sometime this summer, the design work would begin in the fall and would break ground hopefully by January 2023. Bangs, asked if there is the option to use local contractors and suppliers, Fritz stated yes and we can specify which projects you want to keep local. Discussion followed.

6. **District Reports**

6.1 **Financial Report-** (Diane Barendse)-Barendse stated that we have received our bond proceeds, and we are on track with our expected revenue and expenditures. Bangs moved to approve the financial reports as presented, Finn seconded, moved to vote, approved unanimously.

6.2 **Superintendent Reports**

- Hilda Lahti Elementary/Middle School
- Knappa High School

Fritz reviewed the reports in the board packet. We will be mask optional on March 14<sup>th</sup>. No discussion.



## **Board Member Reports and Future Agenda Items**

**Finn**-nothing at this time.

**Bangs**-nothing at this time.

**Johnson**-nothing at this time.

**Jasper**-nothing at this time.

Moved to adjourn 7:01 p.m.

**Meetings •Wednesday, April 6, 2022, 6:30 p.m., Work Session Meeting, April 20, 2022, Regular School Board Meeting, Knappa High School Library.**

**Board of Directors' Work Session**

*The Knappa School District will Inspire all learners to Achieve  
academically and Thrive as independent and Productive citizens.*

Wednesday, April 6, 2022

**6:30 p.m.**

**6:00 p.m. Executive Session** ORS 192.660 the governing body of a public body may hold an executive session; (d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

**Present**

Ed Johnson-Chair  
Cullen Bangs-Vice Chair

Michelle Finn-Director  
Christa Jasper-Director-**Virtual**

William Fritz-Superintendent  
Diane Barendse-Business Manager  
Jennifer Morgan-Board Secretary

**Absent**

Will Isom-Director

1. **Call to Order -6:40 p.m.**  
Flag Salute

**New Business**

**Design Build Process-** (discussion only)-Fritz reviewed the PowerPoint presentation with the board regarding the design build process. We will hold a bond Hearing on the process before the April 20<sup>th</sup> board meeting and move to approve the Design Build process, if no objections. Discussion followed.

**OSBA Policy Update-** (first read and review, see attached list)-Fritz reviewed the changes to policy section "I" and the OSBA quarterly update. Policy's IBDJA, IIAB and IHGA had slight wording changes, the list is attached with those, and we will submit to OSBA for approval before bringing back for a second read. Discussion followed on the policy changes.

**Adjournment-7:39 p.m.**

**Next Meetings •** Wednesday, April 20, 2022 Regular School Board Meeting 6:30 p.m., Wednesday May 4, 2022 Budget Committee Meeting, Knappa High School Library.

Knappa School District # 4

**Personnel Update  
April 20, 2022**

**The Superintendent recommends accepting the following:**

The retirement of Sharon Thrasher as a SPED PA at Knappa High School  
**19 Years of Service!**

The resignation of Jim Achilles as the district Music Teacher

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**EMPLOYMENT AGREEMENT BETWEEN**  
**William Fritz**  
**AND**  
**THE GOVERNING BOARD OF KNAPPA SCHOOL DISTRICT**  
**CLATSOP COUNTY, OREGON**  
**2022-2025**

THIS AGREEMENT, made and entered into this 15th day of March, 2022, between the Knappa School District No. 4, hereinafter referred to as DISTRICT, and William Fritz hereinafter referred to as SUPERINTENDENT.

**WITNESSETH:**

WHEREAS, the DISTRICT is desirous of securing a SUPERINTENDENT of Schools to supervise and direct the schools and educational program of the DISTRICT under the general supervision of the DISTRICT'S School Board for the 2022-2023, 2023-2024, and 2024-2025 academic years; and

WHEREAS, the DISTRICT and SUPERINTENDENT believe a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the schools;

NOW THEREFORE, in consideration of the mutual promises contained herein, the DISTRICT hereby employs the SUPERINTENDENT as SUPERINTENDENT of Schools in and for said DISTRICT, and the SUPERINTENDENT hereby accepts such employment upon the terms and conditions following:

1. **TERM.** This Employment Agreement for the Superintendent shall be for the school years 2022 - 2025. This Agreement will begin July 1, 2022, and continue through and terminate June 30, 2025. This Agreement is for a fixed period of time and expires on June 30, 2025. This section constitutes notice of contract non renewal under ORS 342.513.
2. **SALARY.** The 2022-2023 salary will be \$132,500 and the following years of this Agreement will be negotiated with the Board.
3. **SUPERINTENDENT AND BOARD RESPONSIBILITY.** The SUPERINTENDENT shall be the chief executive officer of the DISTRICT. As such, the SUPERINTENDENT shall have the primary responsibility for execution of Board policy, whereas the Board shall retain the primary responsibility for formulating and adopting that policy.
4. **DUTIES.** As chief executive officer of the DISTRICT, the SUPERINTENDENT shall perform the duties of district superintendent as prescribed by the laws of the State of Oregon, Oregon Administrative Rules and Board policy. In addition, the SUPERINTENDENT shall have the powers and duties set forth in the position description of SUPERINTENDENT.

The SUPERINTENDENT shall, within Board policy and subject to Board approval, have responsibility to organize, reorganize and arrange the administrative staff, including instruction and business affairs, which in his judgment best serves the DISTRICT. The SUPERINTENDENT shall, subject to Board approval, have the responsibility for all personnel matters, including selection, assignment, transfer, termination of classified personnel and recommendation for non-extension, renewal, non-renewal and termination of licensed personnel.

The SUPERINTENDENT shall:

- A. periodically evaluate all district employees as provided for by Oregon law and Board policy;
- B. establish and maintain an appropriate community relations program;
- C. endeavor to maintain and improve his professional competence by all available means,

including subscribing to and reading appropriate periodicals, joining appropriate professional associations, and participating in activities of such associations; and

- D. have authority to accept the resignation of any licensed staff member, and to waive, on behalf of the Board, the 60-day notice provision of ORS 342.553.
- E. be entitled to:
  - (1) present his recommendation to the Board on subjects under consideration by Board prior to action taken on the subject by the Board;
  - (2) attend each meeting of the Board, unless excused by the Board; and
  - (3) serve as an *ex officio* member of each committee established by the Board.

5. **PROFESSIONAL GROWTH OF SUPERINTENDENT.** The DISTRICT encourages the continuing professional growth of the SUPERINTENDENT through participation, as he might decide in light of the duties of the SUPERINTENDENT, in:

- A. the operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
- B. seminars and courses offered by public or private educational institutions;
- C. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform his professional responsibilities for the DISTRICT

In its encouragement, the DISTRICT shall permit a reasonable amount of release time for the SUPERINTENDENT as he deems appropriate to attend to such matters and the DISTRICT shall pay for the necessary membership, tuition, travel and subsistence expenses. The SUPERINTENDENT shall report to the Board on his activities upon return to the DISTRICT.

- 6. **SUPERINTENDENT'S LICENSE.** The SUPERINTENDENT shall maintain throughout the life of this Agreement a valid and appropriate license to act as SUPERINTENDENT of Schools as required by the State of Oregon.
- 7. **EVALUATION.** By April 1, the Board and the SUPERINTENDENT shall meet for the purpose of evaluation of the performance of the SUPERINTENDENT and expressing recommendations and observations on how such performance may be improved. The SUPERINTENDENT shall be evaluated on the job performance, the SUPERINTENDENT's professional goals set by the Board and the SUPERINTENDENT, and the DISTRICT's goals. The meeting shall be held as provided by Oregon law and DISTRICT policy.
- 8. **PROFESSIONAL ACTIVITIES.** With prior approval of the Board, the SUPERINTENDENT may undertake consultative work, speaking engagements, writing and other professional activities for honoraria and expenses, provided such activities do not interfere with the SUPERINTENDENT'S normal duties.
- 9. **WORK YEAR/VACATION.** The SUPERINTENDENT shall be required to render 260 days of service to the DISTRICT during each year covered by this Agreement, except that he shall be entitled to 20 vacation days in addition to the following holidays: Independence Day, Labor Day, Veterans Day, Thanksgiving holidays, Christmas Eve Day, Christmas Day, New Year's Day, MLK Day, Presidents Day, Memorial Day and Juneteenth. Any time off taken during winter, spring, or summer break periods, must be counted among the vacation days. Time will be used within 12 months following the employment year in which it was earned. In June of each year, at the SUPERINTENDENT'S request, the SUPERINTENDENT will be compensated for up to five accrued vacation days not used within the established time period at his per diem daily rate.

10. **FRINGE BENEFITS.** The SUPERINTENDENT shall be entitled to participate in the following fringe benefits:
- A. *PERS:* The DISTRICT shall pay the employer's and the employee's contribution to the Public Employees Retirement System.
  - B. *Professional Dues:* Professional/civic dues in full for COSA and AASA,
  - C. *Travel Allowance:* Mileage will be paid at the approved IRS rate for travel required to fulfill the duties of SUPERINTENDENT for miles outside the District.
  - D. *Insurance:* The DISTRICT will contribute a maximum of up to \$1,411 per month for the employee and their dependents towards insurance premiums for the DISTRICT's Group HRA and the employee's choice of dental and vision coverage offered by the DISTRICT. The benefits provided are described in the Agreement between the school DISTRICT and insurance carrier.
  - E. *Leaves:* The SUPERINTENDENT shall have 3 days available for personal or emergency leave. Bereavement leave shall be the same as provided in the licensed collective bargaining agreement. Such leave days are not cumulative.
  - F. *Sick Leave* Sick Leave means absence from duty because of illness or injury of administrator or a member of his/her immediate family, as defined in the licensed collective bargaining agreement, and shall be allowed at a rate of one day per month for each month of employment up to 12 days per year, prorated from the first day of employment. Unused sick leave is accrued and carried forward from year-to-year.
  - G. *Professional Development:* The DISTRICT shall pay for all tuition, and related, expenses that are incurred by the SUPERINTENDENT in the completion of professional development.
  - H. *Tax-Sheltered Contributions:* The DISTRICT shall contribute \$350.00 per month toward a tax-sheltered account of the SUPERINTENDENT'S choice.
11. **EXPENSES.** The DISTRICT shall reimburse the SUPERINTENDENT according to DISTRICT policy for incidental expenses necessary for the operation of the DISTRICT.
12. **TERMINATION OF EMPLOYMENT CONTRACT.**
- A. **TERMINATION:**
    - 1) *Termination for Cause:* The District may terminate this employment contract at any time for cause. For cause termination is defined as the following:
      - Breach of the terms and conditions of this contract.
      - Conduct constituting grounds for dismissal of licensed public-school staff under ORS 342.865(1).
      - Failure to maintain in good standing a valid and appropriate certificate to act as a School District Superintendent of Schools as required by the State of Oregon.
- Notice of termination for cause shall be given in writing at least thirty (30) days prior to the effective date of discharge or termination. Such notice shall include a statement of the reasons for recommending termination. The Superintendent shall be entitled to appear before the Board to discuss the reasons and to refute, orally or in writing, such reasons. Legal counsel at such meeting at the Superintendent's sole cost and expense may represent the Superintendent. Such meeting may be conducted in executive session unless the Superintendent

desires an open session. The Superintendent shall be provided the written decision regarding the results of the meeting.

- 2) *No-Cause Termination of Agreement.* The DISTRICT may dismiss SUPERINTENDENT as Superintendent and terminate this Employment Contract without any showing of cause upon ten (10) days' written notice and a notice that the DISTRICT is willing to pay up to twelve (12) months of SUPERINTENDENT's salary and insurance benefits or the balance of such payments due under this Employment Contract, whichever are less, for the Superintendent to provide consulting services to the District during the term of payment.

- B. *Termination at the request of the SUPERINTENDENT.* In the event the SUPERINTENDENT intends to act to terminate this employment Agreement prior to its termination day, he will notify the Board immediately when he intends to seek other employment, and shall give the DISTRICT no less than sixty (60) days written notice in advance of taking another position. It is agreed that such request be accepted by the DISTRICT. The SUPERINTENDENT will be paid for days actually worked and holidays that occur prior to Agreement termination.

13. **RENEWAL OF EMPLOYMENT AGREEMENT.** The Board and SUPERINTENDENT will meet and confer, not later than April 1<sup>st</sup> of each school year regarding their respective intentions as to any further contract between them. Upon mutual agreement by the Board and SUPERINTENDENT the parties may establish a new one, two, or three-year agreement effective July 1 of the respective calendar year.

14. **PROFESSIONAL LIABILITY.** The DISTRICT shall hold harmless and indemnify the SUPERINTENDENT from any and all demands, claims, suits, and legal proceedings brought against the SUPERINTENDENT in his/her individual capacity or in his official capacity as agent and employee of the DISTRICT, provided the incident arose while the SUPERINTENDENT was acting within the scope of employment. In no case will individual Board members be considered personally liable for indemnifying the SUPERINTENDENT against such demands, claims, suits, actions, and legal proceedings.

If, in the good faith opinion of SUPERINTENDENT, conflict exists regarding legal defenses to a third-party claim against the SUPERINTENDENT and DISTRICT (i.e., pressing the defense of one party would tend to injure the other party), the SUPERINTENDENT may engage separate counsel, and the DISTRICT shall indemnify the SUPERINTENDENT for the costs of such counsel, subject to the same limitations, provisions, and exceptions set forth above. The DISTRICT shall not, however, be required to pay the costs of any legal proceeding in the event the DISTRICT and the SUPERINTENDENT have adverse interests in any litigation.

15. **CRITICISMS/COMPLAINTS.** The Board, individually and collectively, agrees that any criticism or complaint about an employee or program of the DISTRICT that the Board is made aware of shall be promptly processed according to applicable Board policy.
16. **BREACH OF AGREEMENT.** Failure by the SUPERINTENDENT to fulfill the obligations set forth in this Agreement shall be considered a breach of this Agreement and will terminate the Agreement immediately.
17. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the state of Oregon.
18. **MODIFICATION.** This Agreement supersedes all prior Agreements and understandings between the parties. The parties may, during the term of this Agreement, mutually agree to modify any of its terms. Any modifications will be in writing, signed by both parties and attached to this document.

IN WITNESS WHEREOF, the DISTRICT pursuant to the authority of its Board of Directors has caused two originals of this Agreement to be signed in the name of the DISTRICT by the Chair of the School Board and the SUPERINTENDENT.

KNAPPA SCHOOL DISTRICT NO. 4  
CLATSOP COUNTY, OREGON

By \_\_\_\_\_  
Chair, Board of Directors

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

By \_\_\_\_\_  
Superintendent of Schools

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



**Knappa School District #4**  
**Board Meeting Background Information**

☐ Policy  
☒ Financial  
☐ Discussion

☐ Vision & Goals  
☐ Information  
☐ Resolution

☐ Capital Projects

**Item Title: Adult Meal Price Increase**

**Presenter: Jennifer Morgan**

**Background Information Related to this Issue:**

During our recent Administrative review for the Nutrition program, we realized we are not charging enough for our adult meals.

To meet the requirements, we need to increase our Adult Breakfast from \$1.50 to \$2.00 Adult Lunch from \$3.75 to \$4.15. These increase are calculated using this year's reimbursements rates from Oregon Department of Education.

The increase covers the cost of food and commodities received.

**Background (con't)**

**Financial Impact:**

N/A

**Recommended Action:**

Approve the adult meal price increase effective for the 22-23 school year.

# KNAPPA SCHOOL DISTRICT 4

## SECTION I: INSTRUCTION-21-22 Superintendent Goal

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[ING-AR](#)

## **OSBA-January 2022 Updates**

Every Student Belongs, Required-

ACB

Bias Incident Complaint Procedure, Required –

ACB-AR

Loss Coverage, Highly Recommended -

DH

Veterans' Preference, Highly Recommended –

GBA-AR

Personnel Records, Required -

GBL

Disclosure of Information, (previously highly recommended) DELETE -

GBLA

Family Leave \*, Highly Recommended -

GCBDA/GDBDA-AR(1)

Oregon Family Leave \*, Highly Recommended -

GCBDA/GDBDA-AR(1)

Special Education - Individualized Education Program, Required -

IGBAF-AR

Special Education – Procedural Safeguards, Required -

IGBAG-AR

Talented and Gifted Program, Required

IGBB

Happy April everyone. Softball and baseball players are beginning to enter league play and track competitions are in full effect. The Constitutional Committee has completed the corrections to the ASB Constitution. These corrections will be reviewed by the administration and then sent off to the student body to be voted on. If the students vote yes the constitution will be adopted. The ASB, teachers, coaches, and other staff attended civility webinars given by a consultant. The 3rd quarter ended on Friday the 15th, and the 4th quarter starts as of Monday the 18th.

# Knappa School District 4

## Statement and Purpose

The Knappa School Board ("Board") and, in turn, the District recognize and value the free expression of ideas in a high-quality educational process. A need for a safe, civil environment that is characterized by mutual respect is essential. Conversely, uncivil conduct, like other forms of disruptive behavior, interferes with a student's ability to learn and the District's ability to educate its students.

This policy is modeled after the Listening and Engagement sessions on civility took place in the District on April 11-12, 2022. Engagement sessions were held with the following groups: high school ASB leaders; the middle school Principal's Council; community members; parents; classified staff and coaches; administrators; and certified staff. Board members met on April 20, 2022 to review the commitments and expectations of the stakeholder groups and to generate ways to implement and monitor this policy.

This policy is designed to promote mutual respect and civility among and between all the stakeholder groups in the Knappa School District community. The following ideas were gathered from those listening sessions and the expectation is that all members of the school community (Board, District employees, parents, volunteers, students and the public) will:

- Keep the best interests of students first;
- Acknowledge that others are acting with the best of intentions and will assume goodwill;
- Listen for understanding to other persons' perspectives before forming a judgement;
- Go to the source of a concern or to someone in a position to address the concern;
- Value the voices of those responsible for the educational programs and enhance the partnership with the families whose children attend our schools;
- Be honest, patient and genuine;
- Suspend judgement until all points of view are heard, and all information is gathered; and

## Knappa School District 4

- Maintain composure and tone of voice when communicating problems and concerns

The Board directs the superintendent and staff to refrain from using information found on social media that pertains to complaints and/or resolving disputes and instead encourages the use of the KL process.

The Board intends to ask each stakeholder group to review and reaffirm its commitments and expectations to promote civility and mutual respect annually. The initial commitments and expectations affirmed by each stakeholder group are attached to this policy.

The Board directs the Superintendent to communicate and publish a flow-chart to be used by parents and community members for the purpose of resolving complaints and disputes in a timely manner.

### Definitions

“Uncivil Conduct” is defined as behavior in a discourteous or disrespectful manner when communicating or interacting with others whether it occurs in person or on social media.

“Uncivil Conduct” does not include the expression of controversial or differing viewpoint that may be offensive to some people.





# NEW BUS PROPOSAL

30355 S.E. Highway 212  
Boring, Oregon 97009  
(800) 258-2473 westernbus.com

Quote Date		Revision Date		Sales Consultant & Phone	
3/29/2022		3/29/2022		SARAH JONES (503) 905-0011	
Customer/District #					
<b>STOCK #21B007 - BBCV3310 - 77 PASSENGER - PROPANE - QUOTED TO KNAPPA SCHOOL DISTRICT</b>					
Contact Name			Title		
DR. WILLIAM FRITZ			SUPERINTENDENT		
Address		City	State	Zip	
41535 OLD HWY 30		KNAPPA,	OR	97103	
Phone		Email			
(503) 458-6056		<a href="mailto:fritzw@knappak12.org">fritzw@knappak12.org</a>			
Purchase QTY	Model Year	Wheelbase	Estimated Delivery		
1	2022	273"	APPROXIMATELY 60-90 DAYS		
Make	Model		Body Length		
BLUE BIRD	VISION CONVENTIONAL		BBCV3310 (7800)		
Passenger Capacity	Alternate Capacity		Cooperative Contract, if Applicable		
77	N/A		EUGENE SCHOOL DISTRICT 4J		
Trade Ins? Y/N	Beltline Lettering - Provide Exact Requirements				
<input type="checkbox"/> Y <input type="checkbox"/> N					
Financing? Y/N	Required Fleet Number(s)				
<input type="checkbox"/> Y <input type="checkbox"/> N					
WBS Coordinated? Y/N	Additional Comments / Notes				
<input type="checkbox"/> Y <input type="checkbox"/> N					
Sales Price Per Bus		\$	123,944.00		
Extended Sales Price Total		\$	123,944.00		

Thank you for the opportunity to present this new bus quotation. We look forward to working with you on



BODY MODEL			
X	Body Model	BBCV3310, 78 passenger body, 273" wheelbase, 477" overall length	
CHASSIS SPECIFICATIONS			
X	Alternator	240 amp Leece Neville brushed alternator, internal regulator	Inc'd
X	Axle, Front	Front spring suspension, Hendrickson Softek, 10,000 lbs.	
X	Axle, Front	Hendrickson integrated front axle, 12,000 lbs.	
X	Axle, Front	Petroleum based oil lubed front & rear wheel bearings, Gunite brand wheel hubs	STD
X	Axle, Rear	Rear spring suspension, one-stage, 23,000 lb. (3201, 3303, 3310, & 3507 bodies)	
X	Axle, Rear	Dana 23,000 lb. rear axle with 5.29 rear axle ratio	
X	Battery	Three (3) group 31 batteries, Deka dual purpose batteries, 2100 CCA total	Inc'd
X	Battery	Battery compartment, chassis mounted, locking, with roll out tray	
X	Battery	Battery compartment closeout seal to body	Inc'd
X	Battery	Battery disconnect switch, in battery compartment with decal	
X	Brakes	Air service brakes, 16.5"X5" front and 16.5"X7" rear, Gunite brand brake drums	Inc'd
X	Brakes	Air brakes, Meritor Wabco brake chambers	Inc'd
X	Brakes	Meritor automatic slack adjusters	Inc'd
X	Brakes	Bendix AD-IP heated air dryer, internal purge design	
X	Brakes	Remote mounted air tank drain valves, below driver's window	
X	Brakes	E-Z Grip soft button cover cushion for parking brake release	Inc'd
X	Brakes	Parking brake interlock, service brake must be applied to release parking brake	Inc'd
X	Brakes	Adjustable driver's brake & throttle pedals, 3" total fore and aft adjustment	
X	Brakes	Bendix ESC electronic stability control, includes automatic traction control	STD
X	Cooling	Rubber cooling hoses with constant torque clamps for Ford gas & propane engines	Inc'd
X	Cooling	Long life antifreeze, to -34 degrees, yellow, Phosphated Organic Additive Technology (POAT), Ford engines	
X	Electrical	Power socket accessory with cap for cell phone charging, in LH side panel	STD
X	Electrical	Manual resetting circuit breakers for most chassis circuits in lieu of fuses	
X	Engine	Ford 7.3L V-8 Propane 350 hp @ 3900 RPM, 468 lb-ft @ 3900 RPM w/improved front end accessory drive	
X	Engine	Cruise control	STD
X	Engine	Engine governor, limits top speed to 70 mph	
X	Exhaust	Two ply stainless steel non-flex style exhaust	STD
X	Exhaust	Tailpipe exits through rear bumper	Inc'd
X	Fuel System	Propane fuel system, mounted between frame rails, 93 usable gallon capacity, extended range	
X	Fuel System	Euro-style EN12806 propane fuel filling receptacle	Inc'd
X	Fuel System	Adapter for Euro-style propane fueling receptacle, one per bus ordered	
X	Fuel System	Fuel fill location - RIGHT side	STD
X	Fuel System	Locking fuel tank door, spring loaded	Inc'd
X	Gauges	Speedometer, tachometer, odometer, and hourmeter	STD
X	Gauges	Oil pressure, coolant temp, fuel level, voltmeter, and digital clock	STD
X	Gauges	Transmission temperature gauge, included in dash readout	STD
X	Gauges	Ametek Dixon instrument cluster & message display center control panel	STD
X	Gauges	Ammeter, front dash mounted	
X	Mud Flaps	Full length front and rear mud flaps	Inc'd
X	Mud Flaps	Rear rubber fenders	
X	Steering	Tilt & telescoping steering column	STD
X	Steps	Cowl step, folding option	Inc'd

X	Tires	Cooper 11R22.5 RHA hwy tread tires, front & rear, load range H	Inc'd
X	Tow Hooks	Two front and rear tow hooks	Inc'd
X	Traction	OnSpot brand automatic tire chains, factory installed	
X	Transmission	Ford 6R140 HD Torqshift 6-Speed auto transmission for Ford engine w/mechanical T-handle shifter	
X	Transmission	Ford PowerShift calibration, for maximum power, standard on propane & gas engines	
X	Undercoating	Premium undercoating, Sulfonate enhanced direct to metal modified wax coating	STD
X	Wheels	Hub piloted steel wheels, 22.5 X 8.25, black, 5 hand hole	STD

## BODY SPECIFICATIONS

X	Compartments	Electrical access panel below driver window, locking	STD
X	Compartments	Driver's area glove compartment	Inc'd
X	Compartments	Emergency equipment compartment over windshield, non-locking, emergency equipment installed inside	
X	Compartments	Interior driver's storage compartment over driver's LH shoulder, locking	
X	Compartments	Side luggage, 20.75" X 23.62" X 100", double, 28.40 cu.ft., #186-06, LH mid mount	
X	Compartments	Side luggage, 20.75" X 23.62" X 100", double, 28.40 cu.ft., #186-05, RH mid mount	
X	Construction	Body meets Colorado Rack & Load Test & Kentucky Pole Test as STANDARD	STD
X	Doors	Air operated entrance door, outward opening, mechanical actuated switches	Inc'd
X	Doors	Keyed security lock on entrance door	
X	Doors	Entrance door wired battery hot	Inc'd
X	Doors	Rear center emergency door, with upper & lower glass	STD
X	Doors	Vandal lock on rear emergency door, slide bolt	
X	Electrical	Manual resetting circuit breakers for most body circuits, in lieu of fuses	
X	Electrical	Front upper inner access plates in front bulkhead area, both sides	STD
X	Electrical	Mobileye Passive Collision Mitigation driver's warning system, w/ visual & audible driver alerts	
X	Fans	6" auxiliary fans, upper left and upper center	Inc'd
X	Floor	5/8" marine "BB" grade plywood flooring, screwed down	Inc'd
X	Floor	Gray rubber flooring with aluminum aisle trim	
X	Floor	Clear sealer interior perimeter, sides & across rear, under cove molding	Inc'd
X	Floor	Ribbed matching rubber flooring in driver's area (blue floor will be smooth)	STD
X	Grabrail	Left side grabrail in entrance door area, mounted to RH barrier	STD
X	Grabrail	Right side forward grabrail in stepwell	
X	Headroom	77" headroom with 12" split sash windows	Inc'd
X	Heaters	Heavy duty heater pump, Bergstrom, chassis mounted	
X	Heaters	Front 90,000 BTU defroster system	STD
X	Heaters	Right side stepwell heater, 50,000 BTU	Inc'd
X	Heaters	Rear underseat floor mounted heater, 50,000 BTU, LH rear	
X	Heaters	Rear underseat floor mounted heater, 50,000 BTU, LH mid	
X	Heaters	Silicone heater hoses with Breeze brand constant torque clamps	STD
X	Horns	Backup alarm, 112 dBA, mounted under bus	Inc'd
X	Insulation	Fiberglass insulation roof, front, rear corners, and sidewalls	Inc'd
X	Insulation	Additional fiberglass insulation in front roof cap area & roof bow cavities	Inc'd
X	Insulation	Sound deadening spray coat	Inc'd
X	Insulation	Insulation on the driver's side external firewall/toe box	Inc'd
X	Insulation	Full length accoustical headliner with polyester body insulation in ceiling	
X	Lettering	6" black, both sides _____	Inc'd
X	Lettering	Bus numbers in standard locations, 6" black _____	Inc'd
X	Lettering	Emergency door/exit lettering for all pushout windows & doors	Inc'd

X	Lettering	Unlawful to pass signage to meet state specifications	Inc'd
X	Lights	Backlighting of switch panel controlled by rheostat switch	Inc'd
X	Lights	Clearance and cluster lights, LED grommet mounted with LED ID bar	STD
X	Lights	Daytime running lights	STD
X	Lights	Dual row dome lights in wire molding, driver's, LH, RH, & rear on switches, LED	
X	Lights	Front 7", rear 7", & side amber directional lights, LED	
X	Lights	Rear 7" & 4" red stop and tail lights, LED	
X	Lights	Backup lights, 4" LED, vandal resistant	
X	Lights	Eight way warning lights, LED, colored lenses	
X	Lights	Strobing pattern option for LED 8-lights	
X	Lights	Doran 16 light monitor for warning light system, universal	
X	Lights	NO hoods installed over 8-way warning lights	STD
X	Lights	Exterior boarding light at entrance door, downcast LED	
X	Lights	Pre-trip driver light check system	STD
X	Mirrors	Rosco Open View ES Split rearview mirrors, 7 3/8" X 10" flat & 7 3/8" X 10" convex, heated & remote controlled	
X	Mirrors	Rosco Eye-Max LP, Asymmetrical Shape, crossview mirrors, heated	
X	Mirrors	Interior rearview mirror with integrated backup camera monitor, 6" X 30", Rosco MorVision	Inc'd
X	Paint	Body and chassis painted school bus yellow w/ black rubrails & bumpers	STD
X	Paint	3" black ABS bezel background around warning lights	Inc'd
X	Paint	Rubrails painted full width profile	Inc'd
X	Paint	Roof painted bright white, white stops 12.5" above rain visor, straight edge at front roof cap	
X	Radio	AM/FM/USB/MP3/SD/MMC/BT/PA with front USB and AUX inputs	Inc'd
X	Radio	Eight (8) interior deluxe speakers	Inc'd
X	Radio	Exterior PA speaker mounted behind grill	Inc'd
X	Reflective	3M Diamondgrade SCHOOL BUS signs, front and rear	Inc'd
X	Reflective	3M Diamondgrade reflective, 2" along sides and 1.75" rear outline	Inc'd
X	Rubrails	Four rubrails - window, seat, floor, & skirt level - 16 gauge steel, screwed w/steel end caps	STD
X	Rubrails	Rubrails extend on side lift doors only & seat rail around to rear corner	Inc'd
X	Safety Equip	First aid kit & body fluid kit, mounted either front bulkhead or front overhead compartment	Inc'd
X	Safety Equip	5 lb. fire extinguisher mtd in overhead compartment or floor & triangle kit mtd on floor	Inc'd
X	Seat, Barriers	Highback barriers at front RH and LH	STD
X	Seat, Driver's	Adjustable driver's shoulder belt, with in-line "D" ring for 17" adjustment	STD
X	Seat, Driver's	Updated driver's 3 point seat belt, floor mtd w/ emergency locking retractor	STD
X	Seat, Driver's	National Premium air susp. seat, w/ fabric, dual shocks, triple lumbar support, 6-way front cushion adj, black	
X	Seat, Driver's	Driver's console mounted armrest to the left of the driver	Inc'd
X	Seat, Driver's	Driver's seat armrest, for right side of seat only	
X	Seat, Passenger	Modesty panel below front barrier for RH side, behind entrance door	Inc'd
X	Seat, Passenger	Highback NON-Convertible & NON-Lap Belt Ready seats	STD
X	Seat, Upholstery	Gray fire block seat upholstery, seats & barriers	STD
X	Side Panels	Exterior side panels, 20 gauge w/beaded smooth side panels, standard 19 3/4" skirts	Inc'd
X	Stepwell	Galvanized G90 stepwell material	STD
X	Stepwell	Vinyl studded step treads, w/white nosing, metal backing, gray	
X	Stop Arm	SMI stop arm, air operated, with LED cluster lights, hi-reflective, w/ wind guard	Inc'd
X	Sun Visor	6 1/2" X 30" dark tinted acrylic sun visor, padded edges	Inc'd
X	Switches	Noise suppression "railroad" switch, latching	Inc'd
X	Switches	Doran Sleeping Child Check warning system, switch LH wire mold rear, factory installed	

X	Switches	Accessory maintained to arm, activates with warning light, alarm condition entrance door opened	
X	Switches	Warning light & entrance door switches mtd LH switch panel	Inc'd
X	Ventilation	Roof hatch, Spheros low-profile SMART Hatch, Qty 2	
X	Video System	Seon TH4 DVR video system w/500 GB hard drive, 4 cameras, GPS & sensors installed	
X	Video System	Cameras: Front facing rear, rear facing front, app. LH 4th seat back, & app. RH 8th seat back	
X	Windows	Blue Bird E-Z Window split sash incl. interlocking sashes, weatherstripping	STD
X	Windows	Tinted & tempered side windows	
X	Windows	Four (4) pushout windows, two per side, vertical hinges	Inc'd
X	Windows	Rear emergency door & rear vision glass, tinted & tempered	
X	Windows	Clear & tempered entrance door glass	STD
X	Windows	Clear and tempered glass in driver's window	STD
X	Windshield	Four piece flat tinted windshield with blue shade band at top	STD
X	Windshield	Grip handles, two, for cleaning windshield	Inc'd
X	Windshield	Single switch, 2 speed, intermittent wet arm windshield wipers	STD
WARRANTY COVERAGE			
X	Warranty	Extended Blue Bird warranty "Bronze 2/10", two year/unlimited miles, Option 31300-25, warranty starts 4/1/21	
X	Warranty	Ford automatic transmission warranty for Ford propane engine 5 yrs/unlimited miles	STD
X	Warranty	Ford 7.3L propane engine & Roush fuel system warranty 5 yrs/unlimited miles	STD

GRAND TOTAL VEHICLE SALES PRICE \$ 123,944.00

By signing below, I acknowledge the specifications listed above are complete and correct.  
The bus order will be placed from this list of requirements.



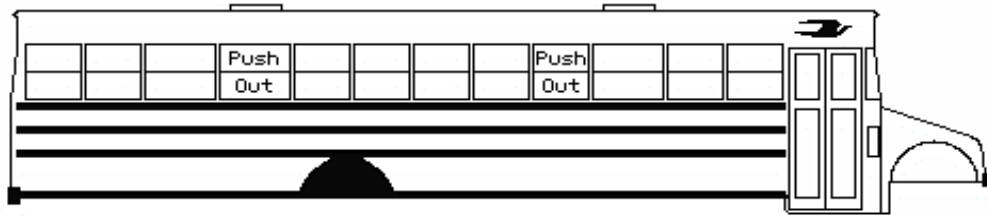
<div style="background-color: yellow; height: 40px; width: 100%;"></div>		
Customer's Authorized Representative	Title	Date
	Director of Sales	3/29/2022
Western Bus Sales, Inc. Authorized Representative		Date

AVAILABLE ALTERNATIVE OPTIONS - NOT INCLUDED IN ABOVE PRICE

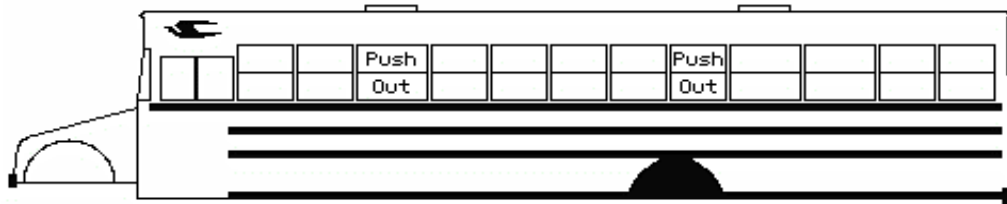
# SEAT & BODY PLAN

Usage : School Bus State: OREGON BP: 5011881

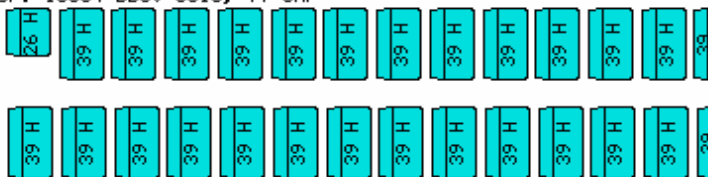
PLBT: BBCV  
Length: 3310  
Wheelbase: 273.0  
Usage: School Bus  
Body Plan # 5011881



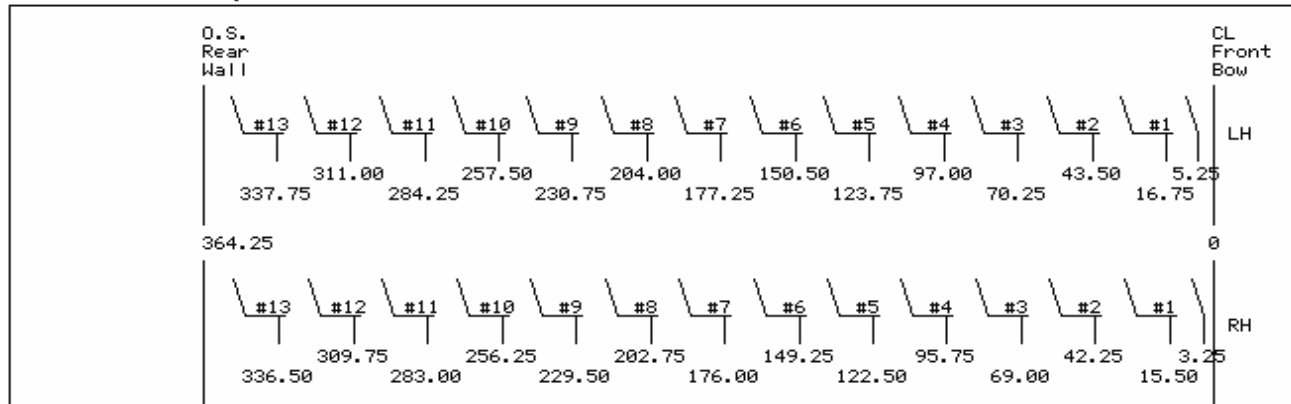
PLBT: BBCV  
Length: 3310  
Wheelbase: 273.0  
Usage: School Bus  
Body Plan # 5011881



SP: 16864 BBCV 3310, 77 CAP



SP: 16864 BBCV 3310, 77 CAP



Row	RH Seats	LH Seats
1	39SBHB	39SBHB
2	39SBHB	39SBHB
3	39SBHB	39SBHB
4	39SBHB	39SBHB
5	39SBHB	39SBHB
6	39SBHB	39SBHB
7	39SBHB	39SBHB
8	39SBHB	39SBHB
9	39SBHB	39SBHB
10	39SBHB	39SBHB
11	39SBHB	39SBHB
12	39SBHB	39SBHB
13	39SBHBRRRH	26SBHBRLH

Dimensions are to center line of front mounting hole.

LH Seat Spacing: 26.75  
LH Knee Clearance: 24.25

RH Seat Spacing: 26.75  
RH Knee Clearance: 24.25

BBCV3310 77CAP SBHB RELOC LH BAR

DO NOT SCALE

BBCV 3310

Capacity	77
Seat Plan #	16864
Wheelbase	273.0

**Knappa School District #4**  
**Board Meeting Background Information**

☐ Policy  
☒ Financial  
☐ Discussion

☐ Vision & Goals  
☐ Information  
☐ Resolution

**Item Title: School Bus Purchase**

**Presenter: Dr. Fritz**

**Background Information Related to this Issue:**

The School Board allocates resources annually for the purchase of new school buses to replace older units in the district's fleet.

Western Bus Sales bids buses through the Eugene School District and Knappa is able to "piggy back" on that pricing.

The bus we have identified is a 77 passenger Blue Bird bus. It will come equipped with interior cameras and back up camera. This bus will be designed as a route bus.

This bus runs on propane fuel. The cost per gallon for fuel is lower and there is a federal rebate of .50/gallon. Propane buses also require less routine maintenance, and burn cleaner.

Our mechanics have met with personnel from Western Bus Sales and are confident in the quality of these buses and their ability to maintain propane buses (with training that is coordinated via WBS).

We have reached out to propane vendors and they will be able to place a propane fueling station on site prior to bus arrival. Because the annual fuel cost will be under the Superintendent's spending authority, this purchase will not come before the Board. The District is following proper procurement processes for the fuel purchase.

This bus qualifies for a \$50,000 grant to offset the cost of purchase, given that we will be retiring a bus that is less efficient and has higher emissions.

This bus, pending Board approval, would be available in June, 2022. It is already in stock.

**Background (con't)****Financial Impact:**

The purchase price is \$123,944, which will be offset by a \$50,000 grant, making the net cost \$73,944. This price is slightly higher than the one in the quote due to addition of a battery shut off.

**Recommended Action:**

It is the recommendation of the Superintendent that the Board authorize purchase of the Blue Bird bus as described above, and that the Board grant the superintendent authority to spend up to \$130,000 for this vehicle (\$80,000 net after the rebate).



# **Knappa School District Findings Statement**

## **Approval of Alternate Construction Contracting Procedures**

### **Design Build Contractor**

Knappa School District has a clear vision for educational outcomes that incorporate facilities and culture within the district. In recognition that the physical environment is crucial to achieving this vision, we commissioned a Facility Assessment (FCA), a Seismic Assessment, and a Long-Range Facility Plan (LRFP) through the Oregon Technical Assistance Program (TAP) grant. The assessment focused on the entire district campus to determine building and infrastructure needs and provide guidance on investments and activities from 2018 to 2028. Currently, the district's buildings need repairs due to deferred maintenance. This includes roofs, HVAC systems and controls, and building envelope issues. The buildings do not meet current ADA, seismic, nor safety standards. Additionally, the middle school facility is not adequate for student needs, including being co-housed in elementary classrooms and portable classrooms that are 40+ years old (beyond their useful life). The district also lacks adequate gym facilities to house current physical education programs, athletics as well as to serve community use demands.

In 2021, the district began operating a pre-school, but due to lack of space elected to lease a church facility within the community.

#### **Procurement**

Design-Bid-Build procurement is the "standard" process for procuring construction work, and while it has the advantage of obtaining a validated lowest bid price in the market, at the same time it has also been proven that this method does not provide the greatest efficient or effective contracting method given the goals for our Bond program. The advantage of the Design-Build (DB) process is that it allows simultaneous design and construction. This will also allow the District to procure long lead items much earlier, which will help assure that the project will be completed as required. Design-Build is a nationally recognized procurement model that is used in approximately 40% of construction projects.

Considering the identified scope, phasing, project requirements, and desired performance outcomes KSD Staff have reviewed other alternative procurement options authorized by the State of Oregon, including DB and Construction Manager General Contractor (CMGC). After consideration, we have selected Design-Build as the best fit procurement model for our project, subject to compliance with Oregon Statutes 279C.335 and 137-49-0620 and approval by the School Board acting as the Local Contract Review Board.

Holding a public meeting to review our Findings Statement and soliciting public comment is the first step in moving forward with the selection of a Design-Builder for this project.

Solicitation for a contractor would involve a single Request for Proposal (RFP) to select the Design-Build firm that best meets the District's needs with respect to this project. The RFP selection criteria will include proposers' experience, capabilities, safety record, ability to engage with the client and stakeholders, approach and other pertinent factors as determined during the RFP development process.

This process will allow the District to review competitive evaluations while ensuring that we are contracting with a capable contractor.

### **Description of the Projects**

The overall bond cost is \$20 million. This includes \$14 million in bond proceeds, \$2 million in bond rebates, and \$4 million in state match resources (OSCIM grant). An additional \$2 million may become available if Knappa's seismic grant application is approved by Business Oregon, bringing the possible total to \$22 million. This will be supplemented with approximately \$700,000 in ESSER funds which will be used under the same contracting umbrella.

Each of the projects will require integration of design and construction, but some more than others. For example, the gym, middle school classrooms, preschool, and elementary interior remodel will need a significant blend of these services. Others are simpler and will necessitate less design work; these include the entry remodels, communication system updates, roofing, HVAC, and building envelope.

It is imperative that as many of these priorities as possible get completed under the current bond and construction program to avoid the need for future District expenditures. To accomplish this, cost reduction on other project work and flexibility to phase in more priority project scope as funds become available (i.e. savings in other areas) are key. Maximizing any available grants, SB1149 dollars, and ETO incentives as well as possible infrastructure grants will be vital to further stretch capital provided by the bond. We want to ensure that we maximize the acquisition of these "free" dollars and minimize our long-term operating costs. We can do this by designing and implementing efficient systems and equipment with the lowest life-cycle costs, and by requiring a guarantee of desired system performance outcomes.

### **Draft Findings of Fact Related to Design-Build Alternate Contracting Procedures**

KSD Staff finds that this exemption is likely to result in substantial benefit to the District.

This Findings Statement summarizes the benefits of Design-Build in relation to key project criteria described in the "Description of the Project" section above.

#### **1. Speed of delivery**

- a. Once schematic design is complete, equipment ordering, demolition and other time-consuming activities can be accomplished in parallel to final design completion.
- b. Portions of the project can begin, once approved, without the entire design of the project completed, providing flexibility to get time-sensitive construction completed while thoughtfully finishing design on other longer-term project phases.
- c. Granting this exemption has the potential to increase value engineering opportunities. In contrast to the Design-Bid-Build (low bid) process, contractors will include a scope narrative in their proposals, which typically include alternative process strategies or cost savings opportunities. These alternative process improvement and cost saving strategies will be included in the contract award decision. In addition, Value engineering decisions are made during the design process with construction-grade cost estimates. Revisiting

decisions and value engineering after-the-fact when bid costs exceed budgets in a Design-Bid-Build process is eliminated.

- d. Also, by integrating the design firm with the contractor the District is able to consider alternative means and methods earlier in the process.

## **2. Reduced Cost**

- a. Inherent in the Design-Build process is the ability to review design alternatives and options with real-time construction-grade cost estimates to ensure that critical cost-effective decisions are made timely and accurately. Design can be focused on the lowest “Total Cost of Ownership” as opposed to lowest first cost which can drive significant savings over the life of the systems and buildings. In Design-Bid-Build, decisions on options are made based on rule of thumb estimates – final price validation is not achieved until total project bids are received well after design is complete.
- b. Design efforts in a Design-Build process are focused on constructability to provide more buildable alternatives and solutions, and to best meet permit requirements and available funds, thus reducing the cost of construction. Quality is ensured and the risk of costly change orders is greatly reduced.
- c. Efficient design and an energy savings focus can leverage “free money” such as grants, ETO utility incentives, and SB1149 dollars that can stretch bond dollars to further tackle a higher amount of our long-range facility plan needs. Additionally, in Design-Bid-Build, the acquisition of grants, ETO utility incentives, and SB1149 dollars are the responsibility of the owner. In Design-Build those become the responsibility of the Design-Builder and are maximized.
- d. Owner’s rep costs can be lower due to the reduced requirement to manage multiple teams and the potential adversarial relationship between the design team and contractors which exist within Design-Bid-Build and CMGC structures.
- e. The Design-Bid-Build process achieves “lowest bid cost” through a competitive bidding process in the market. Studies have shown, including those by the University of Pennsylvania Construction Management Department, that lowest bid cost does not equate to lowest total cost due to the factors described in “a” and “b” above. Design-Build savings from this study of hundreds of projects demonstrated an average 6% cost savings of Design-Build versus Design-Bid-Build.

## **3. Flexibility**

- a. This project will be phased over multiple years. The selected Design-Builder must be flexible to manage work around school activities and schedules throughout the year.
- b. We desire to complete as many of the priorities identified in the long-range facility plan as possible, subject to available funds from cost reduction of other key components of the project and secured grants and efficiency incentives. We desire the ability to systematically add these long-range plan priorities as budgeted funds become available.
- c. Staff finds that because of the continuity of team members throughout the process and the improved timeline, there will be a public benefit by receiving potentially reduced construction costs.

- d. With the multitude of construction market factors that exist today in Oregon (e.g. COVID-19, completion of other projects, environmental issues that limit construction materials, shortage of qualified craftsman, inflation, etc.), staff finds that granting this exemption allows the School District to be more responsive to market conditions by structuring the project delivery method that typically offers the project owner the most opportunity to provide input and consultation prior to the project starting.

#### **4. Risk**

- a. In Design-Build procurement there is a Single Point of Accountability, which is ultimately responsible for delivery of guaranteed outcomes and a guaranteed maximum price. In Design-Bid-Build, the low-bid contractor must fight to increase profit margins by challenging the design documents, often placing the owner in the middle of the adversarial position of the design team and the contractor. In Design-Build, the architect works for the Design-Builder and there is no finger-pointing since the Design-Builder has ultimate responsibility for the entire project.
- b. In Design-Bid-Build, the acquisition of grants, ETO utility incentives, and SB1149 dollars are the responsibility of the owner. In Design-Build those become the responsibility of the Design-Builder and are maximized.
- c. In Design-Build with a guaranteed maximum price, no change orders are brought forth (except for unforeseen conditions) unless initiated by the District.
- d. Procurement will be through a publicly advertised process assuring a competitive environment
- e. Ability to bid to a shortlist of quality local and other subcontractors to ensure project quality is high and timelines are adhered to.

#### **Next Steps**

The School Board, acting as the Local Contract Review Board, must approve particular findings supporting the use of this construction contracting procedure, pursuant to ORS 279C.335. Following the public comment meeting, we will present our Findings Statement, along with public comments, to the School Board. Subject to approval, it is recommended that the School Board adopt the findings of fact, exempt the Knappa Bond program from the competitive bidding requirement of 279C.335(1), and approve the use of the proposed Design-Build contracting method at its regularly scheduled School Board Meeting on April 20, 2022. Board approval to award the contract will be requested after the RFP process is completed and a vendor has been selected.

BE IT RESOLVED that the Knappa School Board of Directors (i) adopts and approves the findings of this document, (ii) grants a specific exemption from competitive bidding requirements of ORS 279C.335(1), and approves and directs the use of the Design-Build contracting method, for the Knappa School District Bond Program, and (iii) requires that the procurement be in accordance with the Attorney General Model Rules applicable to Design-Build.

Adamtey, S., & Onsarigo, L. (2019, June). Effective tools for projects delivered by progressive design-build method. In *CSCE annual conference* (pp. 1-10).

Molenaar, K., & Franz, B. (2018). Revisiting project delivery performance. *Charles Pankow Foundation and Construction Industry Institute*.

RESOLUTION # \_\_\_\_\_

**A RESOLUTION OF KNAPPA SCHOOL DISTRICT NO. 4, CLATSOP COUNTY, OREGON APPROVING OF AND AUTHORIZING THE EXECUTION OF THE OSCIM PROGRAM GRANT AGREEMENT**

**WHEREAS**, Knappa School District No. 4, Clatsop County, Oregon (the "District") applied to receive \$4,000,000 in matching grant funds from the Oregon School Capital Improvement Matching Program ("OSCIM"), and

**WHEREAS**, the District received notification of a funding commitment for said matching grant funds, and

**WHEREAS**, the District has met the matching funds requirement to successfully pass a local bond measure and issue voter approved general obligation bonds, and

**WHEREAS**, the District has received the form of the matching grant agreement (the "Agreement") under the OSCIM Program from the State of Oregon, acting by and through the Department of Education.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF KNAPPA SCHOOL DISTRICT NO. 4, CLATSOP COUNTY, OREGON THAT:**

1. The form of the Agreement, attached as Exhibit A, is hereby approved.
2. The District authorizes the Superintendent or his designee (the "Authorized Representative") to execute the Agreement in substantially the form presented in Exhibit A, with such changes as are approved by the Authorized Representative.

**ADOPTED** by the Board of Directors of Knappa School District No. 4, Clatsop County, Oregon, this \_\_\_\_ day of \_\_\_\_\_ 2022.

**KNAPPA COUNTY SCHOOL DISTRICT NO. 4  
CLATSOP COUNTY, OREGON**

\_\_\_\_\_  
Chair

**ATTEST:**

By \_\_\_\_\_  
Superintendent



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

School District: Knappa SD

This Grant Agreement (“Agreement”) is made by the State of Oregon, acting by and through its Department of Education (“ODE”) and Knappa School District (“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 \$4,000,000.00.

“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 nine 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) 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. 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 one of the reports, as applicable, listed in Exhibit D; 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 Program Manager  
Department of Education  
255 Capitol Street NE  
Salem, Oregon 97310

If to Grantee: William Fritz, Superintendent  
Knappa School District  
41535 Old Highway 30  
Astoria, Oregon 97103

- 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]

ARTICLE XI-P GRANT AGREEMENT – NOVEMBER 2021

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

**KNAPPA SCHOOL DISTRICT**

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

Name: Rick Crager  
Title: Assistant Superintendent  
Office of Finance and Information  
Technology

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

Name: William Fritz  
Title: Superintendent

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

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

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

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

Name:  
Title: Assistant Attorney General

## EXHIBIT A - PROJECT DESCRIPTION

### **Brief description or list of specific projects that will be fully or partially funded with OSCIM Program grant fund:**

The Knappa schools and local community supported the November 2021 Bond for improvements to the existing Hilda Lhati Elementary and Middle School, the Knappa High School, to construct a new gymnasium facility and build a new permanent classroom wing addition to support the middle school. This bond will also include deferred maintenance improvements, life safety upgrades and improvements to accessibility. The combined funds will support creating quality learning spaces, replace 40-year old portable classrooms and the addition of a science classroom.

The following is a summary of the Project Components:

- 1) **New Construction** (also includes areas of substantial renovation in existing buildings) : Includes a new middle school classroom wing, science classroom and student support space; reconfiguration of the main office, counseling and support spaces at the existing elementary school and new gymnasium and restroom facilities.
- 2) **Renovation:** renovate classrooms at elementary school, reconfigure library/media center, security upgrades at both buildings, life safety upgrades at entries, hallways, renovation to accommodate a Pre-K program on site, building envelope improvements and roof replacements.
- 3) **Building Systems:** Improvements to HVAC, electrical, add fire sprinklers to areas within the elementary and high school, and plumbing systems primarily at the elementary school. Some work will be done at the high school for HVAC unit replacement.



## EXHIBIT A-1 - PROJECT BUDGET

Grant Amount  
(OSCIM Award): \$4,000,000

Matching Amount  
(Local GO Bond Amount): \$14,000,000

Other Amounts: \$Enter amount here.

Total Project Budget: \$18,000,000

<u>Project Component</u>	<u>Local Bond Budget</u>	<u>OSCIM Grant Portion</u>	<u>Total Budget</u>
1) New Construction	\$ 8,636,438	\$ 2,000,000	\$ 10,636,438
2) Renovation	\$ 2,367,562	\$ 1,000,000	\$ 3,367,562
3) Building systems	\$ 2,996,000	\$ 1,000,000	\$ 3,996,000
4)	\$	\$	\$
5)	\$	\$	\$
Totals	\$ 14,000,000	\$ 4,000,000	\$ 18,000,000

**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



## EXHIBIT C - FORM OF DISBURSEMENT REQUEST

### DISBURSEMENT REQUEST

DATED: [Click here to enter text.](#)

Bonds: Article XI-P Bond Series Number: 201 [Click here to enter text.](#) Series [Click here to enter text.](#)

Date of Grant Agreement: [Click here to enter text.](#)

Name of Grant Grantee: [Click here to enter text.](#)

On behalf of Knappa School District (the "Grantee") I hereby request a total disbursement of \$[Click here to enter amount.](#) (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 \$[Click here to enter amount.](#) 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.

**KNAPPA SCHOOL DISTRICT #4**

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

Name: William T. Fritz

Title: Superintendent

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

## **EXHIBIT D - PROJECT COMPLETION REPORT**

Within 90 days of the completion of any project that used grant funds, Grantee shall provide to the state one of the following documents:

- For projects that required the use of an architect or engineer to oversee the project, a certificate of completion or certificate of occupancy from the architect or engineer in charge of the project;
- For projects that were completed using district personnel, a letter from the person who executed this grant agreement indicating the work has been completed;
- For projects that involved the purchase of durable goods, an invoice, bill of sale or other documents indicating that all items have been delivered and paid for by the district.

**Knappa School District #4**  
**Board Meeting Background Information**

☐ Policy  
☐ Financial  
☐ Discussion

☐ Vision & Goals  
☐ Information  
☐ Resolution

☐ Capital Projects  
☒ Bond

**Item Title: Naming of Bond Citizen Review Committee**

**Presenter: Dr. Fritz, Superintendent**

**Background Information Related to this Issue:**

Because the community deserves accountability related to handling of the Bond proceeds, and because of our commitment to the community in the Bond campaign, we are forming a Citizen's Review Committee. The purposes of the committee are to monitor bond capital project progress and to verify that the district is honoring its commitment to the community.

The following individuals are recommended for the committee:

Lacey Hoyer  
Brian Montgomery  
Dirk Rohne  
Paul Isom  
David Ramsey  
Judy Rund

This includes all individuals who volunteered to serve. This group includes individuals from a wide variety of "regions" within the district. Two of the recommended members are employees who live in the community, given that the commitments were also made to our employees.

Members of this committee will meet periodically to perform their work and may be called upon to assist with citizen participation in selection of firms to perform bond-related work.

**Background (con't)**

**Financial Impact:** Provides oversight related to bond funding. No actual cost for operation of the committee.

**Recommended Action:** It is the recommendation of the Superintendent that the School Board approve the slate of candidates for the Bond Citizen Review Committee as noted above.

**KNAPPA SCHOOL DISTRICT #4  
BUSINESS OFFICE  
Phone: 503-458-5993 Fax: 503-458-6979**

**April 20, 2022  
Board Meeting**

**NOTES FROM THE BUSINESS OFFICE:**

**General**

I have enclosed the March 31, 2022 financial report for your review. Property tax revenue received to date, including what we have received in April is 102% of our budgeted amount. The State of Oregon has done another revision for the State School Fund. Total expected State School Fund revenue is adjusted up to \$4,418,324.42 based on the most recent information. This gets our estimated revenue to slightly under the initial projected revenue amount of \$4,441,108.88 from June of 2021. They were able to pull some more accurate enrollment figures to recalculate the funding.

Supplies & Material expenditures are higher than budgeted. This is caused by rising costs due to inflation.

**2021-2022 REVENUE AND EXPENDITURES**

**GENERAL FUND**

**As of March 31, 2022**

		ACTUAL through March 31, 2022	PROJECTED REV through June 30, 2022	Total Expected Revenue	Balance From Budget	BALANCE as % of BUDGET
REVENUES	BUDGET					
Property Taxes	1,352,000.00	1,368,832.55	114,385.83	1,483,218.38	(131,218.38)	110%
County School Fund	200,000.00	202,926.57	50,000.00	252,926.57	(52,926.57)	126%
State School Fund	4,295,491.00	3,630,385.00	787,939.42	4,418,324.42	(122,833.42)	103%
Unrestricted Grants (Small High School)	28,000.00	-	28,000.00	28,000.00	-	100%
Common School Fund	53,466.00	30,259.66	30,259.66	60,519.32	(7,053.32)	113%
State Managed County Timber	75,000.00	41,543.74	41,187.39	82,731.13	(7,731.13)	110%
Asset Recovery	-	9,435.52	-	9,435.52	(9,435.52)	
<b>Total State Support Formula Revenues</b>	6,003,957.00	5,283,383.04	1,051,772.30	6,335,155.34	(331,198.34)	106%
Revenue ESD				-	-	
Other Local Sources	58,000.00	28,806.09	35,545.19	64,351.28	(6,351.28)	111%
<b>Total Revenue</b>	6,061,957.00	5,312,189.13	1,087,317.49	6,399,506.62	(337,549.62)	106%
Interfund Transfers	-			-	-	
Beginning Fund Balance	2,252,000.00	1,883,255.53	-	1,883,255.53	368,744.47	84%
				-	-	
<b>TOTAL RESOURCES</b>	8,313,957.00	7,195,444.66	1,087,317.49	8,282,762.15	31,194.85	100%

		ACTUAL through March 31, 2022	ENCUMBERED through June 30, 2022	Total Expected Expenditures	BALANCE	BALANCE as % of BUDGET
EXPENDITURES BY OBJECT	BUDGET					
Personal Services	3,487,912.00	2,359,735.54	1,109,392.28	3,469,127.82	18,784.18	1%
Associated Payroll Costs	1,763,854.00	1,103,217.36	430,643.27	1,533,860.63	229,993.37	13%
Purchased Services	683,191.00	317,717.11	59,834.04	377,551.15	305,639.85	45%
Supplies & Materials	214,600.00	193,326.22	43,264.74	236,590.96	(21,990.96)	-10%
Capital Outlay				-	-	0%
Other Objects	130,700.00	128,181.35	130.60	128,311.95	2,388.05	2%
Transfers	1,315,000.00		1,315,000.00	1,315,000.00	-	0%
<b>Total Expenditures</b>	7,595,257.00	4,102,177.58	2,958,264.93	7,060,442.51	534,814.49	7%
Contingency / Unappropriated	718,700.00	-	-	-	718,700.00	100%
				-	-	
<b>TOTAL EXPENDITURES</b>	8,313,957.00	4,102,177.58	2,958,264.93	7,060,442.51	1,253,514.49	15%

		ACTUAL through March 31, 2022	ENCUMBERED through June 30, 2022	Total Expected Expenditures	BALANCE	BALANCE as % of BUDGET
EXPENDITURES BY MAJOR FUNCTION	BUDGET					
1000 - Instruction	3,713,260.00	2,234,115.44	1,031,574.86	3,265,690.30	447,569.70	12%
2000 - Support Services	2,566,997.00	1,868,062.14	611,690.07	773,193.67	1,793,803.33	70%
5000 - Other Uses/Debt Services/Transfers	1,315,000.00	-	1,315,000.00	1,315,000.00	-	0%
<b>Total Expenditures</b>	7,595,257.00	4,102,177.58	2,958,264.93	7,060,442.51	534,814.49	7%
6000 - Contingency / Unappropriated	718,700.00		-	-	718,700.00	0%
				-	-	
<b>TOTAL EXPENDITURES</b>	8,313,957.00	4,102,177.58	2,958,264.93	7,060,442.51	1,253,514.49	15%

## Hilda Lahti Elementary/Middle School

### April 2022

#### Enrollment Report

Grade	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
PreK					16	16	16	16	17		
Kg	25	29	29	29	28	28	28	28	27		
1	42	36	36	38	38	38	38	38	37		
2	33	30	31	31	32	32	31	31	35		
3	44	34	34	34	34	34	34	34	35		
4	35	31	31	31	33	33	35	35	35		
5	36	33	34	34	33	33	34	34	37		
6	36	33	33	33	34	34	34	34	34		
7	37	37	37	37	36	34	32	32	31		
8	45	38.5	38.5	39	39	36	34	34	35		
KVA		14	14	14	16	16	21	21	18		
Total	333	316	318	320	323 + 16 preK	318 +16 preK	321 +16 preK	321 +16 prek	324 +17 preK		

Spring is in the air! The weather has been challenging, and kids and staff are anxious for nice weather.

The school year is winding down quickly with the third quarter ending on Friday. End of the year testing is upon us, and we are setting goals with students to encourage them to do their very best.



The middle school students have been working very hard to earn a 3.0 GPA and receive no green referrals. Those who have earned this trip will go to Long Beach for some fun at Funland and lunch on the beach. Last quarter, 58 students earned a 3.0 GPA or better. This quarter, 79 students earned a 3.0 GPA or better! Teachers have commented that students are more aware of their grades and being more responsible.

Teachers are working hard to respond positively with their students. Teachers are engaging students in various ways! Fifth graders are finishing up their stint with Starbase, a STEM program put on at Camp Rilea. Fourth graders will begin swim lessons soon. Melissa Reid and I are working on planning the sixth grade outdoor school. We are blessed to have some very hard working staff!



Sixth grade marathon award ceremony!!!



Math groups!!! Using pattern blocks to create shapes.



Kindergarten



/fifth grade





Middle school track participants, parents, and volunteers persevered through a home track meet with STICKING snow :)



Second grade having a gallery activity finding facts for social studies.



Respectfully submitted,

Tammy McMullen

**April 2022**  
**KSD Board Meeting**  
**Knappa High School**

Grade	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.
9	43/1	44	44	44	43	44	44	44	40		
10	39/1	40/2	40/2	40/2	38/2	38/1	40/1	41/1	38/1		
11	35	33/1	33/1	34	33	33	33	33	33		
12	34/4	34/4	34/4	34/4	33/4	33/4	33/1	32/2	32/2		
Total	151/6	151/7	151/7	152/6	153	153	154	153	146		

\*KHS enrollment/KVA enrollment

- Senior Rachel Ball attended Linfield University's annual scholarship weekend. She participated in an essay contest about business and won second place which brings with it a \$4000 scholarship per year!
- April is scholarship month! Seniors have been busy wrapping up and submitting scholarship applications for the Knappa Schools Foundation, Wauna Credit Union, Knappa Education Association, Astoria Rotary and more.
- Juniors Maddison VanGundy and Kaden Gremer will be joining Senior Sierra Brown and attending the Leadership Through Mandela's Example this July in Cape Town, South Africa.
- Sports Action:
  - Baseball started their season with a loss against Kennedy. This was followed by travel to Arizona to compete in a multi state tournament.
  - Softball kicked off the season with a dominating win over the Clatskanie Tigers.
  - Track opened the season in Scappoose competing alongside 15 other northwest Oregon teams.
- The Junior class is hosting a "Neon" prom at the Brownsmead Grange on Saturday, May 7th.
- 4th quarter begins Monday, April 18th

## **Superintendent Report**

### **April 20, 2022**

**Civility Dialogues:** On April 11 and 12, Dr. Gary Plano spent time in Knappa and met with nine constituent groups. The focus of the discussions was on how to maintain civil discourse when we work together in support of our students. As he finished up on April 12, he identified some clear themes that we can use as we develop some consistent commitments and expectations moving forward. He will be discussing this at the Board meeting tonight.

**Staffing:** We are still in need of bus drivers and program assistants. Our dedicated employees are doing their best to maintain consistent programming and service, but it has been challenging. Thank you to them. April 26 is National Bus Driver Recognition day and April 27 is Administrative Professionals Appreciation Day. We encourage our community to thank both of these groups in recognition of their great work.

If you know somebody who is interested in working in these positions, please have them contact us.

We interviewed last week for an open position and as other vacancies become known, we will be working rapidly and thoughtfully to fill them with quality personnel.

**Curriculum:** The health curriculum committee met again last week and will be bringing forth a recommendation to adopt McGraw Hill Health for the district. These materials have been reviewed by the committee, staff, and the community and align with most of the Oregon standards. There are a few standards not included. Our plan is to develop supplementary materials, allow for community review, and bring those to the Board at a later date.

The language arts and ESOL groups are at work as well and will be bringing forth recommendations as well.

The Developing Mathematical Thinking Institute (from Boise State University) have continued to provide coaching, training, and model teaching for our K-8 teachers.

**Preschool:** Our new preschool program has been quite successful this year. For the fall, we are planning to locate the school on the HLE campus, given that we will have one classroom free. As part of the bond, we plan to build a dedicated space for preschoolers. This will allow our program to operate more efficiently, both financially and logistically. This spring, because their facility is not available on Tuesdays, the children have been taking weekly field trips. They have gone to Fort Clatsop to learn about parks and history, the Astoria Co-Op to learn about foods, Blackberry Bog to learn about how farming works, and this week they took a ride on a ferry. Marissa, Kathy, Wendy, and Raija have done great work with the children and they will be well prepared for Kindergarten when they arrive at Hilda Lahti Elementary.