



Northwest Regional
Education Service District

BOARD PACKET

MATERIALES DE LA MESA DIRECTIVA

REGULAR MEETING

EXECUTIVE SESSION TO FOLLOW

MAY 10, 2022

10 DE MAYO DE 2022

6:00 - 8:00 PM

CONTACT/CONTACTO

Valerie Lane-White

vwhite@nwresd.org | 503-614-1401



Northwest Regional Education Service District

Welcome to this Public Meeting of the
NWRESD Board of Directors

May 10, 2022

Regular Meeting and Executive Session

[Virtual Meeting Registration Link](#)

In-Person Location: Clatsop Service Center

1120 Broadway Street

Seaside, OR 97138

3:30 PM **Optional:** Tour of new [Seaside High School](#) with Seaside Superintendent Susan Penrod
(Please meet at the front entrance.)

5:00 PM **Dinner:** Clatsop Service Center

5:30 PM **Budget Committee Meeting** Chair Erickson

6:30 PM **1. CALL TO ORDER** Chair Erickson
Board: Karen Cunningham, Doug Dougherty, Tony Erickson, Lisa Poehlitz, Chris Riley, Ernest Stephens, Ross Tomlin, Diane Wilkinson, Maureen Wolf

6:31 PM **2. PLEDGE/LAND ACKNOWLEDGEMENT** Chair Erickson

6:35 PM **3. REVIEW/REVISE AGENDA** Chair Erickson

6:37 PM **4. SUPERINTENDENT REPORT** Dan Goldman
A. [May 2022 Superintendent-Board Report](#)

6:50 PM **5. PUBLIC COMMENT** Chair Erickson
The Northwest Regional Education Service District Board of Directors appreciates community members sharing information during public comments. Members of the community wishing to address the Board must complete a [Public Comment Card](#) prior to the beginning of the board meeting. The Board requests comments be limited to three (3) minutes per speaker. Speakers will state their name and home address for the record. While the Board does not respond to public comment, following the meeting the Chair, Vice Chair, and Superintendent will together determine the appropriate level of response. Speakers may offer objective criticism of district operations or programs, but the Board will not hear complaints concerning specific district personnel.

6:53 PM **6. RECOGNITION AND GOOD NEWS** Kelsey Cardwell
A. [Licensed Appreciation Week](#) Debbie Simons

7:00 PM	<u>7. CONSENT AGENDA</u>	<ul style="list-style-type: none"> A. Approve April Meeting Minutes B. Approve May Personnel Report C. Approve Policy Updates presented April 2022 D. Approve 2022-23 Operational Calendar E. Approve Internet Services Contract F. Approve Contractor Service Provider Pool G. Request for Authority to Expend for Columbia Service Center Roof Repair/Replacement 	<p>Board Secretary Debbie Simons Debbie Simons Debbie Simons Stuart Long Lori Baker Lori Baker and Rick Wahlstrom</p>
7:03 PM	<u>8. REPORTS & DISCUSSION</u>	<ul style="list-style-type: none"> A. Equity Learning Teams B. EI/ECSE Program Design C. Policy Updates - First Reading D. Administrative Reports 	<p>S. Liwaru and Inger McDowell Johnna Timmes Debbie Simons Dan Goldman</p>
7:30 PM	<u>9. ACTION ITEMS</u>	<ul style="list-style-type: none"> A. Approve March 2022 Financial Report 	<p>Lori Baker</p>
7:35 PM	<u>10. BOARD MEMBER COMMENTS</u>		<p>Chair Erickson</p>
7:45PM	<u>11. ADJOURN</u>		<p>Chair Erickson</p>

7:50 *The Executive Session will begin after a short recess.*

**NWRESD Board of Directors
May 10, 2022 Executive Session**

CALL TO ORDER

Board: Karen Cunningham, Doug Dougherty, Tony Erickson, Lisa Poehlitz, Chris Riley, Ernest Stephens, Ross Tomlin, Diane Wilkinson, Maureen Wolf

Staff: Dan Goldman, Debbie Simons, Lori Baker, Sarah Pope, Valerie Lane White

192.660(2)(h): *To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed;*

192.660(2)(d): *To conduct deliberations with persons designated by the governing body to carry on labor negotiations;*



PUBLIC PARTICIPATION IN BOARD MEETINGS

1. A speaker may complete a Public Comment Card and give it to the Board Secretary prior to the beginning of the meeting when held in-person. After being recognized by the Board Chair, the speaker will sit at the presenter's table and identify themselves with their full name and address, and stating their purpose in addressing the Board.
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3. A group of visitors with a common purpose should designate a speaker for the group.
4. Comments or statements by members of the public are limited to 3 minutes and should be brief and concise unless otherwise authorized by the Chair.
5. Speakers may comment on a topic not on the published agenda, however, the Board - at its discretion - may require that the proposal, inquiry, or request be submitted in writing. The Board reserves the right to refer the matter to the administration for action or study and to report at a subsequent meeting.
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8. These procedures will be published on the back of every Board meeting agenda.

THE LAND UPON WHICH WE STAND.



INDIGENOUS LAND ACKNOWLEDGEMENT

“WE WANT TO ACKNOWLEDGE THAT WE GATHER AS THE NORTHWEST REGIONAL ESD ON THE TRADITIONAL LANDS OF THE **CHINOOK, CLATSKANIE, CLATSOP-NEHALEM, KALAPUYA, SILETZ** AND **TILLAMOOK** PEOPLES, PAST AND PRESENT, AND HONOR WITH GRATITUDE THE LAND ITSELF AND THE PEOPLE WHO HAVE STEWARDED IT THROUGHOUT THE GENERATIONS.”

-Adapted from Delilah Friedler

RECONOCIMIENTO DE TIERRAS INDÍGENAS



"QUEREMOS RECONOCER QUE NOS REUNIMOS COMO EL DISTRITO DE SERVICIOS EDUCATIVOS PARA LA REGIÓN DEL NOROESTE EN LAS TIERRAS TRADICIONALES PASADAS Y PRESENTES DE LOS PUEBLOS **CHINOOK, CLATSKANIE, CLATSOP-NEHALEM, KALAPUYA, SILETZ Y TILLAMOOK**, Y HONRAMOS CON GRATITUD LA TIERRA MISMA Y A LAS PERSONAS QUE LA HAN PROCURADO A LO LARGO DE LAS GENERACIONES."

-Adaptado de Delilah Friedler

HOW TO READ THE LAND ACKNOWLEDGEMENT

Chinook (pronounced "chi-nook")

"The Chinook Indian Nation is made up of the five western-most Chinookan speaking tribes at the mouth of the Columbia River. Our nearly 70-year-old constitution codifies who we are and identifies our five constituent tribes – the Clatsop and Cathlamet (Kathlamet) of present-day Oregon and the Lower Chinook, Wahkiakum (Waukikum) and Willapa (Weelappa) of what is now Washington State." [Read more here](#)

Clatskanie (pronounced "klat-skan-eye")

"The Clatskanie (Athabaskans) were heavily affected by epidemics in the late 1700s-early 1800s. Survivors had merged with other tribes by the 1850s." [Read more here](#)

Clatsop-Nahalem (pronounced "'klat-sup" - "na-hay-lem")

"The Clatsop-Nehalem (Chinookan-Tillamookan) people share a strong attachment to our homeland on the northern Oregon coast, a strong interest in maintaining the vitality of our unique culture, and a strong commitment to the well-being of our elders, our children and our children's children." [Read more here](#)

Kalapuya (pronounced “cal-uh-poo-yuh”).

"The Kalapuyans originally occupied over a million acres in the Willamette and the Umpqua valleys. They have lived here for over 14,000 years and have endured enormous changes to their traditional life-ways during the past 200 years. The tribes and bands in the Tualatin valley were the Tualatin Kalapuyans. Historical documents also called these people Tualaty or Atfalati (pronounced “at-fall-uh-tee”). Today, the Kalapuyan descendants are important historical figures in the restoration of the tribe and leaders and contributors in the success of the Confederated Tribes of the Grand Ronde Community of Oregon." [Read more here](#)

Siletz (pronounced "sill-etz") and Tillamook (pronounced "til-lam-ook").

"The Confederated Tribes of Siletz Indians are the most diverse confederation of Tribes and Bands on a single reservation in the United States. Our ancestors spoke 10 completely different languages, each of which had multiple dialects. Our ancestors brought with them deep connections to more than 20 million acres of ancestral territory combined, including all of Western Oregon from the summit of the Cascade mountains to the Pacific and extending into what's now SW Washington State and northern California."

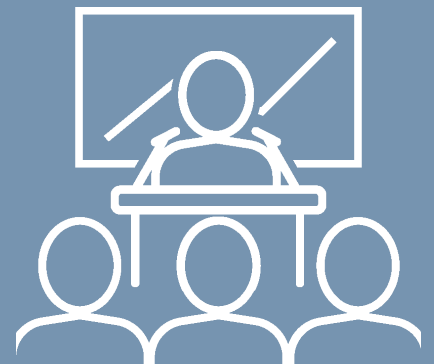
[Read more here](#)



Northwest Regional
Education Service District

SUPERINTENDENT REPORT

Informe del Superintendente





Northwest Regional Education Service District

Superintendent Office Report

May 2022 Board Report

Teacher/Licensed Appreciation Week

It's the first week of May and it finally feels like we're rounding third base and heading into home. Spring is here, and with it comes the many school traditions that aim to celebrate the achievements of our young learners as they simultaneously prepare for their next step in their life journeys. Between culminating academic activities, school-wide celebrations, graduation ceremonies, and more, it really is a fun time to be in the kid business!

Another important springtime tradition is recognizing and celebrating our nation's educators during licensed appreciation week. Each year, it truly is a privilege to recognize the licensed staff across our region. Tonight, during our Recognition and Good News agenda item, the Board will speak with a number of special ambassadors of excellence for our NWRESD licensed educators.

The educators, specialists and health support professionals at NWRESD bring their expertise to children in more than a dozen specialty areas including assistive technology and augmentative communication, autism, behavior and mental health, K-12 special education, nursing, physical and occupational therapy, school psychology, speech-language pathology, teachers of the blind and visually impaired, and teachers of the deaf and hard of hearing. They also include our instructional coaches and teachers on special assignment that support the ongoing professional learning of those that more directly serve our students.

As an education service district, the Board knows we often work with students who have the most complex and most challenging medical, cognitive, behavioral and mental health needs. During the pandemic years, our licensed educators have found so many creative and novel ways to meet the ballooning demand for care and connection in our schools and in our communities. And while celebrating our educational professionals is important to me every year, this year - marked by the challenges of the pandemic and a nation grappling with its very identity - I am filled with pride and gratitude for the work of my licensed colleagues.

COVID Update

At the time of this report, the ESD's four-county region continues to be in the CDC's low transmission category. However, COVID rates are on the rise again across the state and our

region is no exception. Since the April board meeting, the ESD was notified of 15 cases impacting the agency (almost all staff) with the majority occurring last week.

By the end of August, every school in Oregon will need to develop a 2022/2023 COVID specific communicable disease management plan. An important consideration in the plan is how to manage times of high COVID spread while maintaining in-person instruction.

NWRESD is in the process of hiring a COVID Coordinator to help lead this work for our early learning program and SEL schools.

New Legislation Updates

The ESD is highly involved in maximizing the impacts of two of the most significant funding bills from this past legislative session: [HB 5202](#) and [HB 4030](#).

With HB 5202, the Legislature invested \$150 million for the summer learning programming in 2022. The funding prioritizes academic learning, enrichment activities, and social-emotional and mental health services for students from kindergarten through grade twelve. While \$100m of these funds are being allocated directly to districts and ESDs based on enrollment for direct service to their students, the other third of the resources are being administered by ESDs and allocated to Community Based Organizations, non-profits, and local public agencies (such as Parks and Library districts). A team lead by Executive Director Megan McCarter is working with OAESD to evaluate grant applications and get funds out to best in class summer learning providers across the four-county region

As a reminder, in HB 4030, \$100m is to be used by schools and ESDs for recruitment and retention efforts, and to reimburse substitute teachers and instructional assistants for training costs they incur through January 2024. Chief Human Resources Officer Debbie Simons is coordinating a work session with our district superintendents and HR department leaders to assess best practices in recruitment and retention and share ideas for sustaining and growing a diverse educator workforce.

NWRESD will be receiving approximately \$675k for these purposes. The Administration will be working with both our association partners on program design.

Washington County School Board Convening

On May 26, Board Director Wolf (NWRESD), along with Directors Erika Lopez (HSD) and Becky Timchuck (BSD), are organizing a convening for Washington County school board members focused on the workforce issues facing our region. Specifically, we will discuss 1) a number of legislative workgroups organized by Sen. Dembrow; 2) the effort led by NWRESD to implement a county-wide preschool for all program; 3) a student internship program with the City of Hillsboro; and, 4) a potential new site in Hillsboro for Junior Achievement/BizTown. This meeting will be hosted at the Washington Service Center starting at 5:45pm.

New Hires

Related to our proposed budget that will be reviewed tonight by our Budget Committee, I am excited to announce a number of new NWRESD administrative leaders next school year.

Jerome Townsend, Director of Instruction

Programs: 9th Grade Success, Career & College Readiness, STEM Hub, Instructional Coaching Network, Regional Educator Network, Diverse Educator Pathways,

Jerome joins NWRESD from the principalship at Portland Public Schools' Bridlemile Elementary School where he was instrumental in leading the staff, students and community in the Racial Equity and Social Justice commitment and policies adopted by PPS. Jerome was also successful in ensuring that all students had an equitable opportunity for quality instruction by developing differentiated instructional strategies that met the needs of all students including those historically underserved.

Before Bridlemile, Jerome held a variety of roles in Michigan. He served as assistant principal and academic interventionist at Inkster Preparatory Academy, a public K-5 charter school in the Detroit area. He led the school's data-driven instruction in setting rigorous expectations and goals, helping shift an underachieving school to one that was recognized as a "model school" by the International Center for Leadership in Education. He also served as principal at Blanche Kelso Bruce Academy, a high-intensive work environment at a strict discipline academy with students outside the educational mainstream, and at the Academy of Lathrup Village/Leaders Preparatory Academy, a K-8 charter school.

Jerome started his career as a substitute teacher. He also taught special education for four years and was the band director at a Detroit high school. Throughout his career, he has served his community outside the classroom, teaching leadership classes at a local church, participating in outreach programs, and helping feed and clothe the homeless through local organizations.

Jerome earned a Bachelor of Arts in Early Child Growth and Development Education from Tennessee State University and a Master of Arts in Educational Leadership from Wayne State University.

Ryan Blasquez, Director of Instruction

Programs: Early Literacy Network, Oregon Response to Intervention & Instruction, Attendance Services, School Safety and Prevention, Social Emotional and Mental Health Services

Ryan started his education career as a special educator and behavior support teacher on special assignment in the Tigard-Tualatin School District. He later took on leadership roles, including associate director of student services, director of student services and district equity coordinator.

Ryan oversaw K-12 special education programs, implementation of multi-tiered systems of support (MTSS), the Oregon Response to Instruction and Intervention (RTI) grant and several other programs.

For the past seven years, Ryan has been the principal of Charles F. Tigard Elementary School.

“My time in service to the children and families of Charles F. Tigard, especially as we’ve worked together to navigate these unique times, has been an honor and career highlight,” says Ryan.

Before Tigard-Tualatin, Ryan spent five years at Oregon Department of Human Services as a case manager and treatment facility administrator. He earned his bachelor’s degree in psychology from the University of Oregon and his master’s in education and initial administrator’s license from Portland State University. He completed his professional administrator’s license at Lewis and Clark College.

Rosa Gilbert, Director of Student and Family Support Services

Programs: Migrant Education, English Language Learner Services, Climate and Culture Network, Student Success Act & Integrated Guidance

Rosa Gilbert is currently the Bilingual Migrant Education Program & Title III Consortium Manager at NWRESD. In her time overseeing the program, she has grown the budget from \$800,000 to \$1.1 million by seeking and collaborating on grant opportunities. She grew the size of the team from three to seven full-time staff and expanded services, clubs, trips, workshops and other offerings to reach more students and families. She also oversees eight temporary staff annually who support summer programming.

During the first summer of the pandemic, the migrant team connected more than 200 families to practical assistance: they delivered grocery basics, face masks and hand sanitizer; they worked with school districts and internet providers to make sure students had devices and internet access for distance learning; they coordinated a Facebook Live Dia del Niño (Day of the Child) celebration that was attended by hundreds of families; and, when there were COVID-19 outbreaks in seafood processing plants that employ parents, the team created video messages about positive strategies for coping during a new, scary reality. [You can meet one of the families in the program and learn more about their services in a recent video that Rosa and the team helped to produce.](#)

Rosa’s background is in social and behavioral sciences and child development. Since 2003, she has worked with private and public agencies in the education, medical and mental health fields to provide services and advocacy on behalf of the Latinx community. Before starting at NWRESD, she worked at Warrenton-Hammond School District as the Family Liaison and Federal Programs Coordinator.

In addition to these wonderful additions to our NWRESD team, we are currently seeking a director-level administrator to work under Executive Director Timmes and a new Outdoor School Principal. Those recruitment processes should be concluded by our next board meeting.

Zone 3 Board Opening

I am pleased to announce that the Hillsboro School District Board of Directors took action last week to appoint Yadira Martinez to fulfill the remaining year of Director Poehlitz's term in Zone 3 on the NWRESD. Ms. Martinez is concurrently stepping off of Hillsboro School District's board. [Here's a short article about her HSD Board resignation.](#)

I'm excited to invite Ms. Martinez to our next Board meeting at which time we will administer the Oath of Office. Subsequently, Ms. Martinez will assume her role on July 1.

Executive Assistant to the Board & Superintendent

I am pleased and excited to introduce Valerie Lane-White as the Board's new Executive Assistant. Valerie's first day on the job was yesterday, May 9. Valerie has an impeccable record of service to NWRESD in multiple roles over the last decade. Most recently, Valerie was the support specialist for Early Learning working with Johnna Timmes. Prior to her last decade at the ESD, she served in various administrative roles in early learning and business sectors.

Valerie was the clear top candidate after a rigorous hiring process involving personnel from various departments across the agency. A special thank you to Lisa Poehlitz for participating on the interview committee as the Board's representative. I'm excited for Valerie's future contributions to the superintendent office team.

Lastly, two big "thank you's": one to former colleague Lauren Slyh O'Driscoll for agreeing to spend additional time with the ESD helping Valerie adjust to this new position - and for assisting in the coordination of this meeting! And the other to Janet Bucio for assisting me in coordinating the Superintendent Office team through the transition.



Northwest Regional
Education Service District

RECOGNITION & GOOD NEWS

Reconocimientos y Buenas Nuevas





Northwest Regional Education Service District

5825 NE Ray Circle Hillsboro,
OR 97124-6436

April 25, 2022

To Northwest Education Association:

It is my pleasure to inform you that the Northwest Regional ESD Board of Directors would like to recognize you at their upcoming regular meeting on May 10.

At their April regular meeting, the [board of directors proclaimed May 2-6 Licensed Employee Appreciation Week](#), stating that *"teachers mold future citizens through guidance and education"* and *"our country's future depends upon providing quality education to all students."*

We recognize and support teachers in educating the children of this community. Licensed Employee Appreciation Week acknowledges the pivotal role you play in helping our organization live our values and pursue our mission: In partnership with the communities we serve, Northwest Regional Education Service District improves student learning by providing equitable access to high-quality services and support.

We respectfully request the attendance of NWEA representatives at our next board meeting at 6:00 p.m. on Tuesday, May 10, [scheduled to take place virtually](#). We look forward to having the opportunity to celebrate with you and your colleagues. Please RSVP to Kelsey Cardwell, Communications Director at kcardwell@nwresd.k12.or.us. She will be happy to answer any questions you have.

Sincerely,

Dan Goldman
Superintendent

■ CLATSOP COUNTY
503-325-2862
Fax: 503-325-1297
3194 Marine Drive
Astoria, OR 97103

■ COLUMBIA COUNTY
503-366-4100
Fax: 503-397-0796
800 Port Avenue
St. Helens, OR 97051

■ TILLAMOOK COUNTY
503-842-8423
Fax: 503-842-6272
2515 3rd Street
Tillamook, OR 97141

■ WASHINGTON COUNTY
503-614-1428
Fax: 503-614-1440
5825 NE Ray Circle
Hillsboro, OR 97124-6436



Northwest Regional
Education Service District

CONSENT AGENDA

Aprobación de la Agenda





Northwest Regional Education Service District

May 10, 2022

TO: Board of Directors

FR: Dan Goldman, Superintendent

RE: April 2022 Meeting Minutes

EXPLANATION: Please find the attached [April 2022](#) Regular and Executive Session Meeting Minutes

PRESENTER(S): Dan Goldman, Superintendent

RECOMMENDATION: Approve as presented in the consent agenda.

PROPOSED MOTION: I move to approve the minutes as presented/amended.



Northwest Regional Education Service District

**Welcome to this Public Meeting of the
NWRESD Board of Directors**

April 12, 2022

Regular Meeting and Executive Session

1. CALL TO ORDER

Chair Erickson called the board to order at 6:00 pm.

Board: Karen Cunningham, Doug Dougherty, Tony Erickson, Lisa Poehlitz, Chris Riley, Ernest Stephens, Ross Tomlin, Diane Wilkinson, Maureen Wolf

2. PLEDGE/LAND ACKNOWLEDGEMENT

Director Dougherty provided the pledge and Director Cunningham provided the Land Acknowledgement.

3. REVIEW/REVISE AGENDA

Chair Erickson entertained a motion by Director Poehlitz to move item 9C to the Consent Agenda. The motion was seconded by Director Wolf and passed unanimously.

4. SUPERINTENDENT REPORT

A. [April 2022 Superintendent-Board Report](#)

Superintendent Goldman provided an update to the board, linked above.

5. PUBLIC COMMENT

The Northwest Regional Education Service District Board of Directors appreciates community members sharing information during public comments. Members of the community wishing to address the Board will complete a [Public Comment Card](#) prior to the beginning of the board meeting. The Board requests comments be limited to three (3) minutes per speaker. Speakers will state their name and home address for the record. While the Board does not respond to public comment, following the meeting the Chair, Vice Chair, and Superintendent will together determine the appropriate level of response. Speakers may offer objective criticism of district operations or programs, but the Board will not hear complaints concerning specific district personnel.

6. RECOGNITION AND GOOD NEWS

A. [Super Star Subs](#)

Communications Director Cardwell and CHRO Simons provided comments thanking the following individuals:

Rebekah White

John Saltveit

Gwyn Blanton

Dhanalakshmi Karthikeyan

Donna Leahy

Jamie Holt

7. CONSENT AGENDA

- A. [Approve March Meeting Minutes](#)
- B. [Approve April Personnel Report](#)
- C. [Approve Policy Updates presented March 2022](#)
 - 9C. [Approve University of Washington Contract](#) (*Added to consent agenda*)

Chair Erickson entertained a motion by Director Poehlitz to approve the consent agenda as presented. The motion was seconded by Director Riley and approved unanimously.

8. REPORTS & DISCUSSION

- A. [Broadband, Cybersecurity & Instructional Technology Report](#)

CIO Long, and team members Aaron Sacket and Corin Wyatt provided a [Broadband, Cybersecurity & Instructional Technology Report](#) to the board. Director Wolf asked if the team has noticed innovations have to slow as the pandemic momentum changes.

- B. [Student Investment Account Learning Collaborative](#)

Executive Director McCarter provided an update to the board on the [Student Investment Account Learning Collaborative](#). Director Poehlitz congratulated ED McCarter and team for the work, and Superintendent Goldman recognized the Instructional Team and the work of

- C. [Policy Updates - First Reading](#)

CHRO Simons presented the board with five (5) revised policies that will be considered next month for adoption as part of the consent agenda.

- D. [Administrative Reports](#)

Superintendent Goldman highlighted the Junior Achievement/Biztown updates in the Instructional Services administrative report. Chair Erickson noted the picture that was also in the report, and Director Wolf shared her excitement for these emerging opportunities for school districts.

Director Wolf also looks forward to continued updates on the Early Learning Department's model transition which is scheduled for next month's board meeting.

Vice-Chair Tomlin also highlighted the Early Learning Report and the continued work of the Early Learning Hub.

9. ACTION ITEMS

- A. [Approve February 2022 Financial Report](#)

Chair Erickson entertained a motion by Director Tomlin to approve the report as presented. The motion was seconded by Director Stephens and approved unanimously.

- B. [Approve Resolution for Licensed Appreciation Week: May 2-6, 2022](#)

Chair Erickson entertained a motion by Director Wilkinson to approve Resolution 21-003: Licensed Appreciation Week 2022 as presented. The motion was seconded by Director Riley and approved unanimously.

- C. [Approve University of Washington Contract](#)

Moved to consent agenda.

- D. [OAESD Officer Council Nominations](#)

No board action.

10. BOARD MEMBER COMMENTS

Director Poehlitz highlighted the upcoming retirements of Directors Rick Wahlstrom and Andre Schellhaus on the April 2022 Personnel Report and commended their service at NWRESA.

Director Poehlitz also encouraged the board and administration to consider employment opportunities at NWRES D for individuals with disabilities, in particular in light of the ESD's student population.

11. ADJOURN

The regular meeting was adjourned at 7:38 pm



NWRES D Board of Directors Executive Session

NWRES D Board of Directors April 12, 2022 Executive Session: [ORS 192.660\(2\)\(d\)](#) and [ORS 192.660\(2\)\(a\)](#)

1. CALL TO ORDER

Chair Erickson called the executive session to order at 7:43 pm.

Board: Karen Cunningham, Doug Dougherty, Tony Erickson, Lisa Poehlitz, Chris Riley, Ernest Stephens, Ross Tomlin, Diane Wilkinson, Maureen Wolf

Staff: Dan Goldman, Debbie Simons, Lori Baker

2. 192.660(2)(d): *To conduct deliberations with persons designated by the governing body to carry on labor negotiations.*

-AND-

192.660(2)(a): *To consider the employment of a public officer, staff member, or individual agent.*

3. ADJOURN

The executive session was adjourned at 8:23 pm.

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Northwest Regional Education Service District

May 2, 2022

To: Board of Directors

From: Debbie Simons – Chief Human Resources Officer

Re: Personnel Report

EXPLANATION: Please see attached personnel report prepared by
Lynsie Scharpf, Human Resources Support Specialist

Presenter: Debbie Simons, Chief Human Resources Officer

Supplementary
Materials: Personnel Report

Recommendation: The administration recommends the approval of the personnel report as presented

Proposed Motion: I move to approve the personnel report as presented.

NW Regional Education Services District
PERSONNEL REPORT
April 4, 2022 – May 2, 2022

New Hires

Name	Position	Department	Building	New Hire/ Transfer	Tentative Start Date
Amy Swan	Bilingual Instructional Assistant	Early Learning	Columbia Service Center	New Hire	4/18/2022
Betty Liao	Instructional Assistant	Early Learning	Beaverton Early Childhood Center	New Hire	5/3/2022
Rachel Prevost	Augmentative Communication SLP	Special Student Services	Hillsboro School District	New Hire	22/23 SY
Emily Kempster	Early Childhood Education Specialist	Early Learning	Hillsboro Early Childhood Center	New Hire	5/2/2022
Huxley Shelton	Admin. Specialist	Instructional Services	Washington Service Center	New Hire	4/25/2022
Melissa Hampton	Admin. Specialist	Instructional Services	Washington Service Center	New Hire	5/2/2022
Evelin Ramos Ortiz	Instructional Assistant	Early Learning	Hillsboro Early Childhood Center	New Hire	5/2/2022
Jerome Townsend	Director of Inst. Services	Instructional Services	Washington Service Center	New Hire	7/1/2022
Ryan Blasquez	Director of Inst. Services	Instructional Services	Washington Service Center	New Hire	7/1/2022
Hannah Theis-Aghili	Occupational Therapist	Early Learning	Hillsboro Early Childhood Center	New Hire	6/1/2022
Krysta Varner	School Psych Intern	Social Emotional Learning Schools	Scappoose School District	New Hire	22/23 SY
Ashley Craig	Occupational Therapist	Early Learning	Hillsboro Early Childhood Center	New Hire	5/9/2022
Valerie Lane White	Exec. Assistant to Superintendent	Administration	Washington Service Center	Transfer	5/9/2022
Shelly Heller	Licensed Physical Therapy Assistant	Special Student Services	Hillsboro School District	New Hire	22/23 SY
Michaela Hanna	Early Childhood Education Specialist	Early Learning	Columbia Service Center	New Hire	22/23 SY
Mary Robertson	Instructional Assistant	Early Learning	Beaverton Early Childhood Center	Transfer	4/25/2022
Maria Lozano Gonzales	Instructional Assistant BVI	Special Student Services	Washington Service Center	New Hire	22/23 SY

Outdoor School Spring Session Re-hires

Name	Position	Department	New Hire/ Transfer	Tentative Start Date
Ryan Shetler	Field Trip Instructor	Instructional Services/Outdoor School	Returning Staff from past season(s)	4/14/2022

Outdoor School Spring Session – New Hires

Name	Position	Department	New Hire/ Transfer	Tentative Start Date
Maxwell Leatha	Field Trip Instructor	Instructional Services/Outdoor School	New Hire	4/14/2022
Emma Smith	Field Trip Instructor	Instructional Services/Outdoor School	New Hire	5/2/2022

Resignations, Retirements & Separations

Name	Position	Department	Last Day of Employment	Details/Comments
Drake Ewing	Teacher	Social Emotional Learning Schools	October 18, 2021 Effective: March 15, 2022	Resignation
Chelsea Conachan	Site Based Admin Asst	Social Emotional Learning Schools	April 8, 2022	Resignation
Jennifer O'Donnell	Early Childhood Education Specialist	Early Learning	June 13, 2022	Resignation
Carrie Erlandson	Instructional Assistant	Early Learning	March 28, 2022	Resignation
Linda Schroeder	Instructional Assistant	Early Learning	April 21, 2022	Resignation
Melissa Baele	Instructional Assistant	Early Learning	April 21, 2022	Resignation
Hayden Bean	Instructional Assistant	Social Emotional Learning Schools	April 8, 2022	Resignation
Vanessa Perini	School Psychologist	Special Student Services	July 17, 2022	Resignation
Monica Montoya	Early Childhood Education Specialist	Early Learning	June 14, 2022	Resignation
Matthew Hanna*	Instructional Assistant	Social Emotional Learning Schools	June 17, 2022	Resignation
Faye O'Donnell	Instructional Assistant	Early Learning	May 3, 2022	Resignation
Jennifer Garlock	Behavior Specialist	Social Emotional Learning Schools	June 16, 2022	Resignation
Kathleen Brown	Early Childhood Education Specialist	Early Learning	August 1, 2022	Retire
Cynthia Schuh	Senior Accountant	Fiscal Services	May 17, 2022	Resignation
Margaret Shumaker**	School Psychologist	Special Student Services	June 20, 2022	Retire

*Coming back in 22/23 School Year as School Psych Intern

**Will be rehired as temp for 22/23 School Year starting 7/1/22

Currently Advertised Vacancies

Open Position	Category	Department	Post Date	Comments
Licensed Practical Nurse –Hillsboro School District	Classified	Special Student Services/Nursing	11/2/2021 Reposted 4.6.2022	1.0 FTE -5 positions available
Bilingual Instructional Assistant – Clatsop Service Center	Classified	Early Learning	11/22/2021	Resignation - 0.85 FTE
Teacher of the Visually Impaired – Washington Service Center **repost from August 2021	Licensed	Special Student Services	1/3/2022	New -1.0 FTE **post to remain open while filled by contactor
Registered Nurse - Hillsboro School District - 2 positions	Licensed	Special Student Services	1/10/2022	New – 1.0 FTE
Early Childhood Professional Development Support Specialist - Clatsop Service Center	Classified	Early Learning	1/18/2022	1.0 FTE- previously vacant position
Instructional Assistant – BECC	Classified	Early Learning	2/3/2022	Resignation - 0.85 FTE
Preschool Promise Quality Coach - Tillamook Service Center	Classified	Early Learning	1/21/2022	New – 1.0 FTE
Instructional Assistant – TECC	Classified	Early Learning	2/1/2022	Resignation - 0.85 FTE
Physical Therapist – Tillamook County	Licensed	Special Student Services	2/8/2022	0.40 FTE – replaces contractor
Instructional Assistant – Columbia Academy	Classified	Social Emotional Learning Schools	2/23/2022	Resignation - 0.85 FTE
Instructional Assistant – HECC – 2 Positions available	Classified	Early Learning	3/16/2022	Resignation - 0.85 FTE
Speech Language Pathologist - 22/23 SY- Location unknown still	Licensed	Special Student Services	3/17/2022	1.0 FTE 22/23 SY posting
BVI Instructional Assistant - BVI - WSC	Classified	Special Student Services	3/18/2022	New – 1.0 FTE
Physical Therapist – Hillsboro – 22/23 SY	Licensed	Special Student Services	3/17/2022	1.0 FTE- replaces staff who transferred to early learning for 22/23 SY
Occupational Therapist- Columbia County inc. St. Helens, Clatskanie, & Scappoose 22/23 SY	Licensed	Special Student Services	3/18/2022	1.0 FTE 22/23 SY posting
Occupational Therapist - Washington County	Licensed	Special Student Services	3/18/2022	1.0 FTE 22/23 SY posting
Occupational Therapist - Tillamook County inc. Nestucca & Neah-Kah-Nie	Licensed	Special Student Services	3/18/2022	1.0 FTE 22/23 SY posting

Occupational Therapist - Clatsop County Inc. Knappa, Astoria, Seaside	Licensed	Special Student Services	3/18/2022	1.0 FTE 22/23 SY posting
Physical Therapist Assistant – Hillsboro – 22/23 SY	Classified	Special Student Services	3/23/2022	1.0 FTE 22/23 SY posting
Facilities Manager	Admin	Fiscal Services	3/31/2022	1.0 FTE- employee retiring
Senior Business Analyst	Confidential	Fiscal Services	4/1/2022	New – 1.0 FTE
Physical Therapist Assistant - Tillamook/Clatsop	Classified	Special Student Services	4/1/2022	New- 0.50-1.0 FTE
Assistant Finance Director	Admin	Fiscal Services	4/1/2022	New 1.0 FTE
Certified Occupational Therapy Assistant (COTA) Tillamook and/or Clatsop	Classified	Special Student Services	4/5/2022	1.0 FTE 22/23 SY posting
Instructional Assistant - TECC	Classified	Early Learning	4/6/2022	0.9375 FTE – formerly unfilled temp position
Early Childhood Education Specialist - WA Cty/Head Start	Licensed	Early Learning	4/6/2022	1.0 FTE – formerly unfilled temp position
Speech Language Pathologist - WA Cty/Head Start	Licensed	Early Learning	4/6/2022	1.0 FTE – formerly unfilled temp position
Instructional Assistant - Columbia Service Center	Classified	Early Learning	4/6/2022	Resignation - 0.85 FTE
School Psychologist - WSC	Licensed	Early Learning	4/7/2022	1.0 FTE 22/23 SY posting
Early Childhood Education Specialist – TECC – 2 positions available	Licensed	Early Learning	4/7/2022	1.0 FTE 22/23 SY posting
Early Childhood Education Specialist – BECC – 4 positions available	Licensed	Early Learning	4/7/2022	1.0 FTE 22/23 SY posting
Speech Language Pathologist - Must have ASD experience	Licensed	Early Learning	4/8/2022	1.0 FTE 22/23 SY posting
Speech Language Pathologist - Early Learning – 5+ positions available	Licensed	Early Learning	4/8/2022	1.0 FTE 22/23 SY posting
Early Childhood Education Specialist – HECC – 3 positions available	Licensed	Early Learning	4/8/2022	1.0 FTE 22/23 SY posting
Early Childhood Education Specialist - OCDC HeadStart	Licensed	Early Learning	4/8/2022	1.0 FTE 22/23 SY posting
Occupational Therapist - Early Learning (HECC/BECC/TECC)	Licensed	Early Learning	4/8/2022	1.0 FTE 22/23 SY posting
Occupational Therapist - TECC Early Intervention	Licensed	Early Learning	4/8/2022	1.0 FTE 22/23 SY posting
Admin Assistant -Site Based TECC for EI/Distribution	Classified	Early Learning	4/8/2022	1.0 FTE 22/23 SY posting
School Psychologist - Early Learning -shared Clatsop, Tillamook & Columbia counties	Licensed	Early Learning	4/9/2022	1.0 FTE 22/23 SY posting

Physical Therapist - TECC	Licensed	Early Learning	4/9/2022	1.0 FTE 22/23 SY posting
Physical Therapist EI - HECC	Licensed	Early Learning	4/9/2022	1.0 FTE 22/23 SY posting
Instructional Asst – BECC – 10 open positions	Classified	Early Learning	4/9/2022	1.0 FTE 22/23 SY posting
Instructional Asst – HECC – 6 open positions	Classified	Early Learning	4/9/2022	1.0 FTE 22/23 SY posting
Instructional Asst – TECC – 3 open positions	Classified	Early Learning	4/9/2022	1.0 FTE 22/23 SY posting
Director of Early Intervention/Early Childhood Special Education	Admin	Early Learning	4/20/2022	1.0 FTE- New position 22/23 SY posting
Family Resource Specialist – WSC – 3 open positions	Licensed	Early Learning	4/14/2022	1.0 FTE 22/23 SY posting
Family Resource Specialist - Tillamook, Clatsop & Columbia Counties-shared	Licensed	Early Learning	4/14/2022	1.0 FTE 22/23 SY posting
Early Childhood Education Specialist - TECC	Licensed	Early Learning	4/13/2022	1.0 FTE – resignation
Instructional Assistant – BECC – 2 open positions	Classified	Early Learning	4/13/2022	Resignation - 0.85 FTE
Registered Nurse - Gaston & Vernonia	Licensed	Special Student Services	4/14/2022	0.80 FTE 22/23 SY posting
Admin Assistant – Clatsop Service Center	Classified	Early Learning	4/19/2022	1.0 FTE - Transfer
Early Childhood Education Specialist - Tillamook Service Center	Licensed	Early Learning	4/19/2022	1.0 FTE 22/23 SY posting
Instructional Assistant - Tillamook Service Center	Classified	Early Learning	4/19/2022	0.9375 FTE 22/23 SY posting
Behavior Specialist - Columbia Academy and CasPac	Licensed	Special Student Services	4/19/2022	1.0 FTE 22/23 SY posting
Behavior Specialist - Columbia Academy and CasPac	Licensed	Special Student Services	4/25/2022	1.0 FTE – resignation
Assistant Principal Early Learning - HECC, TECC, BECC – open positions	Admin	Early Learning	4/20/2022	1.0 FASD Consultant - WSCTE- New position 22/23 SY posting
Equity Coach	Licensed	Instructional Services	4/21/2022	1.0 FTE – New position
Instructional Assistant -School Age Pacific Academy	Classified	Special Student Services	4/21/2022	0.85 FTE- transfer
Registered Nurse - TTSD	Licensed	Special Student Services	4/22/2022	1.0 FTE – current staff reducing FTE
Special Education Coordinator	Admin	Special Student Services	4/22/2022	

				1.0 FTE- New position 22/23 SY posting
ASD Consultant - WSC	Licensed	Early Learning	4/26/2022	1.0 FTE - 22/23 SY posting
ASD Consultant - WSC (OrPATs & Parent Coaching)	Licensed	Early Learning	4/26/2022	1.0 FTE - resignation
Outdoor School Coordinator	Licensed	Instructional Services	4/28/2022	1.0 FTE- New position 22/23 SY posting
Early Childhood Education Specialist – BECC	Licensed	Early Learning	4/28/2022	1.0 FTE -retirement
Administrative Assistant – WSC	Classified	Early Learning	4/28/2022	1.0 FTE- current employee transferring
Behavior Specialist – Astoria School District	Licensed	Special Student Services	4/28/2022	0.50 FTE – New position 22/23 SY posting
School Psychologist – Clatskanie School District	Licensed	Special Student Services	4/28/2022	1.0 FTE – New Position 22/23 SY posting
SPR&I Distribution Manager ***INTERNAL POST ONLY***	Classified	Early Learning	4/29/2022	1.0 FTE – New Position 22/23 SY posting
Senior Accountant-Fiscal Services	Classified	Fiscal Services	5/2/2022	1.0 FTE - resignation

Currently Advertised Vacancies is a snapshot in time for jobs that are currently posted as of 5.2.22.

Advertised Vacancies – Limited Term Positions

Open Position	Category	Department	Post Date	Comments
Outdoor School Field Trip Instructor	Classified	Instructional Services	12/22/2021	Seasonal through June 3, 2022



May 10, 2022

TO: Board of Directors
FR: Debbie Simons, Chief Human Resources Officer
RE: Approval of Board Policies

EXPLANATION:

Policy DJC - Bidding Requirements

Senate Bill 420, passed in the 2021 legislative session, created a provision in the public improvements bidding requirements in ORS 279C. The provision defines a "community benefit project" and the requirements for a public improvement to be a community benefit project.

Policy DJCA - Personal Services Contracts

With the updates in DJC; this policy is updated to reflect the process for awarding personal services contracts.

Policy DJCB - Lease Agreements

As noted above, this policy is updated to reflect the practice of selecting and entering into lease agreements.

Policy DH - Loss Coverage

Policy DH, previously titled Bonded Employees and Officers, has been updated to Loss Coverage and language revised to reflect current terms and practices.

Policy DN - Disposal of Property

Policy DN is updated to reflect current thresholds for disposal and updates to practices.

The above policies have been reviewed by Lori Baker, NWRESD Chief Financial Officer.

PRESENTER(S): Debbie Simons, CHRO

SUPPLEMENTARY MATERIALS:

[Policy DJC - Bidding Requirements](#)

[Policy DJCA - Personal Services Contracts](#)

[Policy DJCB - Lease Agreements](#)



[Policy DH - Loss Coverage](#)

[Policy DN - Disposal of Property](#)

RECOMMENDATION: Administration recommends approving policies as presented.

PROPOSED MOTION: I motion to approve the policies as presented.

Northwest Regional ESD

Code: DJC
Adopted: 2/21/2017
Readopted: 5/10/2022

Bidding Requirements

The Board declares its intention to purchase competitively without prejudice and to seek maximum educational value for every dollar expended. All public contracts for goods or services, personal or consulting services, or construction services shall be based upon competitive bids or proposals except:

- Contracts between contracting agencies or between contracting agencies and the federal government;
- Insurance, instructional, legal and financial services contracts as provided for under state law;
- Contracts for the procurement or distribution of textbooks;
- Energy savings performance contracts;
- Contracts made with qualified nonprofit agencies providing employment opportunities for disabled individuals;
- Public improvement contracts exempted by the Local Contract Review Board (LCRB) upon findings that the award would not encourage favoritism or substantially diminish competition and would result in substantial cost savings and other substantial benefits to the contracting agency
- Special procurements exempted by the Board upon findings that the award would not encourage favoritism or substantially diminish competition and would result in substantial cost savings to the ESD;
- Emergency contracts; or
- Any other public contract specifically exempted from the code by another provision or law.

The Board serves as the Local Contract Review Board (LCRB) for the ESD. All public contracts shall be invited in accordance with applicable competitive procurement provisions of the Oregon Revised Statutes and the adopted public contracting rules.

The Board, acting as LCRB, has adopted as its public contracting rules ORS chapter 279A, B and C and the Attorney General's Model Public Contract Rules, OAR Chapter 137, Division 46 (General Provisions Related to Cooperative Procurement), Division 47 (Public Procurements for Goods or Services), Division 48 (Consultant Selection: Architectural, Engineering and Land Surveying Services and Related Services Contracts) and Division 49 (General Provisions Related to Public Contracts for Construction Services), subject to the exceptions provided in this document.

The ESD shall procure the construction manager/ general contractor services in accordance with model rules the Attorney General adopts under Oregon Revised Statute (ORS) 279A.065(3).

Additionally, the Board may include as part of its rules portions of the Oregon Department of Administrative Services rules governing Public Contract Exemptions, OAR Chapter 125, Divisions 246 through 249 in effect at the time this policy is adopted.

The Board may make the written findings required by law for exemptions from competitive bidding. Such findings shall be maintained by the ESD and made available on request.

The ESD shall review its rules each time the Attorney General adopts a modification of the model rules, as required by ORS 279A.065(6)(b), to determine whether any modifications need to be made to ESD rules to ensure compliance with statutory changes. Modifications will be made only following review by the ESD's legal counsel. New rules, as necessary, shall be adopted by the Board. In the event it is unnecessary to adopt new rules, Board minutes will reflect that the review process was completed as required.

The Board, acting as LCRB, may enact a resolution that authorizes the ESD to designate a public improvement as a community benefit contract per the requirements included in ORS 279.300 to 279C.470.

Public contracts, if awarded, will be awarded to the lowest, responsive and responsible bidder or the best, responsive and responsible proposer consistent with solicitation document provisions. The Board may reject in whole or in part, any bid or proposal not in compliance with all prescribed procedures and requirements and may reject for good cause any bid or proposal upon a written finding that it is in the public interest to do so. Such findings shall conform with criteria as specified by the *Oregon Attorney General's Public Contracts Manual*.

Opportunity will be provided to all responsible suppliers to do business with the ESD.

Procurement for services estimated to be in excess of \$250,000 shall go through the cost analysis and feasibility process described in ORS 279B.

Records of bids, proposals and specifications will be kept in the ESD administration office and will conform with Oregon Revised Statutes and applicable records retention provisions of the *Oregon Attorney General's Public Contracts Manual*.

END OF POLICY

Legal Reference(s):

[ORS 279A](#), [279B](#) and [279C](#)
[OAR Chapter 125](#), Divisions 246-249, OAR Chapter 137, Divisions 46-49

OR. DEP'T OF JUSTICE, OR. ATT'Y GENERAL'S MODEL PUBLIC CONTRACT RULES MANUAL.

Northwest Regional ESD

Code: DJCA
Adopted: 2/21/2017
Readopted: 5/10/2022

Personal Services Contracts

The ESD may enter into personal services contracts with qualified professionals as provided by Oregon Revised Statute (ORS) 279A.055. Personal services contracts, as used in this policy, includes those services that require specialized technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment, and for which the quality of the service depends on attributes that are unique to the service provider. The ESD may enter into a personal services contract with a current employee only when the individual meets independent contractor status in accordance with state, Public Employees Retirement System (PERS) and Internal Revenue Service (IRS) requirements.

Selection of a personal services contractor will be based upon contract amount and shall be based on demonstrated qualifications and competence to perform the required services, encourage competition, discourage favoritism and obtain services at a fair and reasonable price.

Contracts for personal services in excess of \$150,000 shall require prior Board approval. The superintendent will develop administrative regulations as necessary to implement this policy.

END OF POLICY

Legal Reference(s):

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

ORS 334.125

ORS 670.600

OAR 459-010-0030

INTERNAL REVENUE SERVICE, PUBLICATION 1779: INDEPENDENT CONTRACTOR OR EMPLOYEE (Rev. 3-2012)

Northwest Regional ESD

Code: DJCB
Adopted: 3/11/2010
Revised: 2/21/2017
Readopted: 5/10/2022

Lease Agreements

In accordance with Oregon Revised Statute (ORS) 334.125 (6)(a) the Board may locate, buy, accept by gift or lease such land, buildings, and facilities as may be required for ESD purposes. When the ESD needs facilities or equipment for agency programs, the board designates the superintendent as responsible for determining the most efficient procurement means for obtaining those facilities or equipment.

Leases authorized by this section may be for a term of up to 30 years and include lease-purchase agreements by which the ESD may acquire ownership of the leased property.

The Board authorizes the superintendent to execute equipment leases that carry an annual cost less than \$25,000. The superintendent will inform the Board of all leases that have been executed via the appropriate administrative report.

The Board must authorize any lease that exceeds an annual cost of \$25,000, or is a multi-year facilities lease, or is a lease-purchase agreement for real property. The superintendent will develop and implement lease procurement procedures to implement this policy.

END OF POLICY

Legal References:

ORS Chapters 279A, 279B, 279C

OAR Chapter 125, Divisions 246-249

Northwest Regional ESD

Code: DH
Adopted: 05/10/2022

Loss Coverage

The Board and designated ESD employees are responsible to safeguard the ESD against loss regarding funds, fees, cash collections and inventory. The Board shall designate the ESD employees responsible as custodians of such items. The Board will review coverage levels on an annual basis.

The ESD shall purchase bond coverage or equivalent crime coverage in an amount determined by the Board, in consultation with the ESD's agent of record. The ESD will pay the cost of such coverage.

END OF POLICY

Legal Reference(s):

[ORS 328.441](#)
[ORS 334.125\(7\)](#)

[ORS 332.525](#)

[OAR 581-024-0240](#)

Northwest Regional ESD

Code: DN

Adopted: 6/17/10

Revised: 2/21/17

Readopted: 5/10/2022

The superintendent may dispose of all obsolete, surplus, unwanted, and/or excessively damaged equipment and supplies owned by the Northwest Regional Education Service District (NWRES D) in accordance with the following procedures:

1. With approval of the superintendent, items estimated by the appropriate administrator to have a value of less than \$50,000 may be sold at prices estimated to be the market values of the items, be donated to appropriate charitable or educational agencies, or disposed of as scrap or junk. All sales/donations/disposal will be recorded by item, price and buyer/recipient/disposition;
2. The Board may authorize the superintendent to dispose of property or materials estimated by the appropriate administrator to be greater than \$50,000 in any appropriate manner.

If ESD property was purchased with state, federal or private grant funds, disposal of the property shall be made as outlined in the grant or by the state or federal regulations.

END OF POLICY

Legal Reference(s):

- [ORS 279B.055](#)
- [ORS Chapters 279A, 279B](#) and [279C](#)
- [ORS 334.125](#)
- EDUCATION, TITLE 34 C.F.R. PART 80 § 80.32(e).

Cross Reference(s):

- [DID - Property Inventories](#)



Northwest Regional Education Service District

May 5, 2022

TO: Board of Directors

FR: Debbie Simons - Chief Human Resources Officer

RE: May 2022 Consent Agenda

EXPLANATION: Please see attached 2022-23 Operational Calendar.

PRESENTER(S): Debbie Simons, CHRO

Supplementary

Materials: [2022-23 Operational Calendar](#)

RECOMMENDATION: The administration recommends the approval of the 2022-23 Operational Calendar as presented.

PROPOSED MOTION: I move to approve the 2022-23 Operational Calendar as presented.



2022-2023 Operational Calendar

July '22						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
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24	25	26	27	28	29	30

August '22						
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28	29	30	31			

September '22						
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October '22						
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30	31					

November '22						
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27	28	29	30			

December '22						
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25	26	27	28	29	30	31

January '23						
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29	30	31				

February '23						
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26	27	28				

March '23						
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26	27	28	29	30	31	

April '23						
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23	24	25	26	27	28	29

May '23						
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28	29	30	31			

June '23						
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11	12	13	14	15	16	17
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25	26	27	28	29	30	

<p>Office Closures: July 1, 8, 15, 22, 29 2022 - Summer Closures December 19-30, 2022 - Winter Break March 27-31, 2022 - Spring Break</p>	<p>Holidays: July 4, 2022 - Independence Day September 5, 2022 - Labor Day November 11, 2022 - Veterans' Day November 24, 2022 - Thanksgiving Day November 25, 2022 - Day after Thanksgiving December 26, 2022 - Christmas Day (Observed) January 2, 2023 - New Years Day (Observed) January 16, 2023 - MLK Jr. Day February 20, 2023 - Presidents' Day May 29, 2023 - Memorial Day June 19, 2023 - Juneteenth</p>
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Northwest Regional Education Service District

TO: Board of Directors

FR: Stuart Long, Chief Information Officer

RE: Internet redundancy at NWRESD sites

EXPLANATION:

Internet service has become mission critical to the functioning of this organization. This acquisition represents an opportunity to use ESSER funds to secure a secondary internet provider at our major sites to guarantee reliable Internet service at all times for the next three years. Secondary connections are not eligible for e-Rate dollars which usually covers the cost of fiber installation. Comcast as a previous internet vendor at all NWRESD sites is uniquely suited to fill this role without additional fiber build costs. This project is funded out of the ESSER II COVID relief funds in the amount of \$173,278.44.

PRESENTER(S): Stuart Long

SUPPLEMENTARY MATERIALS: [Vendor Price Proposal](#)

RECOMMENDATION: Authorize award of contract

PROPOSED MOTION: I move to award a contract to Comcast Business Communications, LLP. as presented.

E-Rate Services Proposal

Northwest Regional Education
Service District
Request for Proposal

NW REG ESD-Washington Serv Ctr
March 15, 2022

Raymond Hill
Strategic Enterprise Account Executive
11308 SW 68th Parkway
Tigard, OR 97223
360-606-4393
Raymond_Hill@comcast.com



COMCAST
BUSINESS

Transmittal Letter

March 15, 2022

Jessa Reinhardt
Northwest Regional Education Service District
5825 NE Ray Circle
Hillsboro, OR 97124

Dear Jessa Reinhardt,

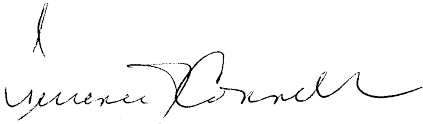
Comcast Business Communications, LLC ("Comcast") looks forward to a mutually rewarding business relationship with Northwest Regional Education Service District and its representatives. Comcast is pleased to provide this proposal (the "proposal") to Northwest Regional Education Service District ("Northwest Regional Education Service District") for services in response to the request for proposal; form 470 application number 220001905 dated October 18th, 2021 with an allowable contract date of November 15th, 2021 for Northwest Regional Education Service District.

Northwest Regional Education Service District is responsible for compliance with applicable state and local procurement laws.

As you proceed in the selection process, please feel free to contact your Strategic Enterprise Account Executive, Raymond Hill, at 360-606-4393, with any questions, comments, or concerns.

No statement made in the proposal shall be considered a contractual term unless expressly included in the Services Agreement or as agreed upon by the parties as a result of contract negotiations. ***This proposal and the Comcast Services Agreement comply with all USAC guidelines, including the Lowest Corresponding Price rules.*** Comcast, as part of the post bid submission process, would be amenable to negotiating limited modifications to the Services Agreement appended to the attached proposal, to address additional items (if any) that your organization feels are critical to its consideration and use of the Comcast solution.

Sincerely,
Comcast Business Communications, LLC



Terrence J. Connell
Senior Vice President

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Comcast Business Communications, LLC, a Pennsylvania limited liability company, on behalf of itself and its applicable operating affiliates and subsidiaries (including, but not limited to, Comcast Cable Communications Management, LLC); together offering services throughout this Network Service Proposal identified as “Comcast”.

Executive Summary

In the ever-changing world of communications, Comcast redefines how high bandwidth products and services are delivered. We bring scalability, reliability, resiliency, and leading-edge solutions directly to your organization. Comcast can meet your organization's communications needs quickly, efficiently, and professionally with business class service and support. Comcast is well positioned to offer long-term value to support future technology strategies. Our integrated Internet and data products are delivered over an extensive and deep advanced network that is physically diverse from the phone companies.

Comcast proposes, specifically, to provide a managed and scalable Wide Area Network and scalable Internet Access that will seamlessly link each individual site listed in the RFP. Northwest Regional Education Service District will be able to exchange data at the proposed speeds from each site.

Comcast's proposal offers a flexible solution that is capable of meeting your demands. Other Comcast advantages include:

Performance

- Performance improvements and managed costs as compared to legacy WAN technologies like T1, Frame Relay, ATM, and private lines

Resilient, robust enhanced network to support your operations.

- Redundant core network architecture
- A network covering 160,000 fiber route miles

Highly reliable and scalable Ethernet data and Internet services tailored to meet your needs.

- Manageable services that grow with your business
- Bandwidth in flexible increments from 1Mbps to 100Gbps

Our Comcast Business Promise

- Dedicated Project Managers
- Proactive Monitoring to the Customer Premise
- 24x7 Dedicated Enterprise Support

Comcast is pleased to submit this proposal for advanced, efficient and affordable high-bandwidth digital communications services and looks forward to developing a solid business relationship with you and to assisting your organization in addressing its communication needs. Comcast is confident that the solutions presented in this proposal will provide a cost-effective solution that supports business objectives and quality requirements and will enhance your overall communication services portfolio.

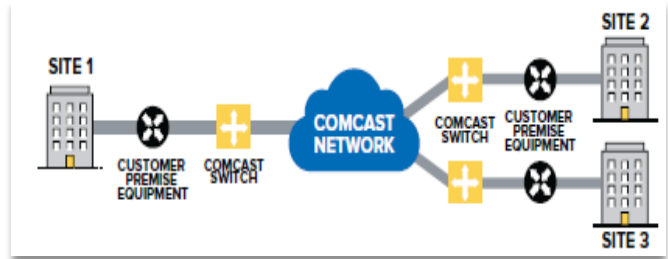
This proposal is valid for 90 days.

Solution Overview

Comcast is uniquely positioned to offer long-term value to support current and future technology requirements. Based on the requirements specified Comcast would specifically propose provisioning the following as a solution.

Comcast Ethernet Virtual Private Line Service

Comcast Ethernet Virtual Private Line Service is a reliable, flexible, cost effective alternative to traditional TDM Private Lines, Frame Relay or ATM, delivering the high bandwidth you need. Similar to Ethernet Private Line, Ethernet Virtual Private Line provides an Ethernet Virtual Connection (EVC) between two customer locations, replacing frame relay or ATM services while also supporting Service Multiplexed User Network Interfaces (UNI), allowing for a single physical connection to customer premise equipment for multiple virtual connections.



Proposed Solution

The proposed solution was designed to enable demanding IP based applications. The network easily meets the infrastructure demands of bandwidth-intensive applications and limits the need to purchase or configure additional WAN technology. This service has very high availability so that interruptions are minimized.

This is a scalable and flexible service. With Comcast, your organization gets true any-to-any connectivity which allows traffic to move from any site to any other site within the network through a single Ethernet interface.

You will also have the ability to have a network solution that meets today's requirements but is capable of scaling to other locations or to meet future bandwidth demands. If, or when, you need additional network capacity, an upgrade agreement would be negotiated with Comcast and the billing terms would be specified in that agreement.

Comcast service can easily scale to accommodate new bandwidth requirements. Comcast has uniquely diverse routing, commonly physically disparate from most other Telco provider's networks. Bandwidth can be added very quickly, often within hours.

With Comcast, your organization will leverage our extensive fiber network for a reliable and scalable network and connection to the Tier 1 Internet backbone using a simple Ethernet interface that allows for true plug and play compatibility. Additionally, with Comcast there are no local loop charges, typical with other service providers.

Summary

At each of the locations specified in this response, Comcast will install network edge equipment that will facilitate the connection between your network and ours. As part of the service, Comcast will provide, monitor and maintain the edge devices. Comcast also provides web-based monitoring and reporting tools available 24x7 upon request.

With Comcast you will receive a trusted data transport solution from the largest broadband provider offering superior flexibility in configurations and pricing. Combine our years of commercial experience with leading edge innovative technology and service capabilities and differentiation among networking service providers becomes much clearer.

Additional Services Offered

Comcast Business DDoS Mitigation Service

Comcast Business Ethernet Dedicated Internet (EDI) is enabled with threat defense and mitigation functionality to respond to DDoS volumetric and flood attacks.

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Comcast Business DDoS Mitigation is a subscription-based network service that proactively detects DDoS attack traffic, alerts the customer when an attack is under way, and initiates mitigation to thwart the attacks. Comcast Business DDoS Mitigation Service provides real-time detection of volumetric and flood attacks such as UDP Floods, Web Flood, and DNS Application Floods.

Comcast Security Operations works closely with the customer to provision the service based on customer and network information, preconfigure countermeasure options and run acceptance tests to enable effective mitigation before service activation. Comcast monitors the customer network traffic for a specified set of IP addresses to be protected. When a DDoS attack is identified, an alert is sent to the customer via email and/or SMS to notify them of the attack.

During the mitigation process, Comcast diverts the customer's traffic, including DDoS attack traffic directed at the customer servers, to scrubbing centers distributed across the U.S. to filter and remove malicious traffic matching specific attack vectors. Simultaneously, the clean legitimate traffic is forwarded to the customer's network and servers through the use of a secure tunnel. Comcast Business DDoS Mitigation enables continued uptime of the customer's Internet business services during a DDoS attack.

DDoS MITIGATION SERVICE OPTIONS

Comcast Business DDoS service options and the accompanying mitigation options are designed for customers' security sensitivities, attack frequency, and time period. Customers are mitigated 24x7x365 in the Comcast Business Security Operations Center.

A customer may choose from two subscription-based service options and associated mitigation options listed below.

Option 1: Incident-based Subscription

Your subscription includes an unlimited number of mitigation incidents in a given month with a per-incident mitigation charge. With this on-demand subscription level, you are required to turn DDoS mitigation on or off after receiving an alert notification. Once you authorize an incident, we initiate steps for detection and mitigation. And our SLA is within 15 minutes.

Option 2: Unlimited Subscription

Your subscription includes an unlimited number of mitigation incidents in a monthly billing cycle. No additional mitigation incident fees will be charged with this subscription level. With this option, there are two choices:

1. Automatic mitigation. SLA: Within 5 minutes
2. On-demand mitigation. SLA: Within 15 minutes

Managed Router

The Comcast Business Managed Router sits at the customer premises between the LAN and the network. Our router is available over internet circuits and can handle a variety of protocols to help you meet your performance requirements. The router includes a stateful firewall with standard templates or customization capabilities to meet your specific network requirements. Stateful inspection keeps track of each connection in the state table, with three standard capabilities: Disable, Normal and Strict.

Comcast Business SD-WAN

Comcast Business Software-Defined Wide Area Networking (SD-WAN) leverages our software-defined networking platform to deliver virtual network functions, creating a connectivity service that is highly available, application-oriented, simple to operate and cost-effective. A next generation virtual private network (VPN) over Internet transport, our SD-WAN solution tightly integrates a massively scalable set of virtual network functions for ease of operations and management.

At the core of Comcast Business SD-WAN are three key capabilities: VPN (securely encapsulating customer data), Internet security and firewall, and dynamic routing functions. It allows distributed enterprise WANs to be centrally configured, managed and pushed out to geographically dispersed locations consistently and cost effectively. SD-

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WAN reduces dependence on proprietary premises-based equipment and its expensive, labor-intensive management, while offering unprecedented levels of network agility.

Valuable features include application-based routing and local Internet breakout, the ability to support load balancing/failover between Comcast connections and customers' existing networks and the flexibility to support multiple WAN topologies, including any-to-any, hub and spoke and full mesh.

Managed Wi-Fi

Reliable Wi-Fi has become an essential learning tool without the constraints of wired devices. Indeed, most of the devices used today – tablets, smartphones and contemporary laptops – have no physical network connections.

Comcast Business offers a complete managed service so you can focus on core goals. Choose Managed Wi-Fi from Comcast Business and get 24/7 customer service support. We make the process easy by providing a managed Wi-Fi product that is a turnkey way for you to provide internet access to users, without the need for a dedicated IT team. From the initial evaluation of your needs, through installation and ongoing maintenance and upgrades, we offer flexible options to meet your budget's needs.

Comcast Business Voice Services

Comcast Business offers a complete portfolio of voice services supported by one of the largest VoIP networks in the country. The Comcast Business Advanced Voice portfolio, which includes Comcast Business VoiceEdge™ and Comcast Business SIP and PRI Trunking, offers scalable solutions that build efficiency in any business.

Price Proposal

Comcast is pleased to provide the following pricing in response to this proposal.

Options: Ethernet Virtual Private Line Service (EVPL):

Locations and Service	Qty.	Product	Bandwidth	36 Month MRC
Comcast Ethernet Virtual Private Line Service (Premium CoS)				
A Location				
NW Regional ESD Washington Service Center-5825 NE Ray Circle Hillsboro, OR 97124 (Current Service No Change)	1	HUB	1 GiG	\$650.00
Z Location				
Levi Anderson-16635 SW Tualatin Valley HWY Beaverton, OR 97006	1	EVPL	100 Mbps	\$480.00
Tualatin Early Child Center-19500 SW 90th Ct Tualatin, OR 97062	1	EVPL	100 Mbps	\$480.00
Hillsboro Early Child Center-759 SE Washington St Hillsboro, OR 97123	1	EVPL	100 Mbps	\$480.00
CasPac-14255 SW Brigadoon CT Beaverton, OR 97005	1	EVPL	100 Mbps	\$480.00
CDTP-8770 SW Scoffins St Tigard, OR 97223	1	EVPL	100 Mbps	\$480.00
Comcast Ethernet Private Line				
A Location				
NW Regional ESD Washington Service Center-5825 NE Ray Circle Hillsboro, OR 97124				
Z Location				
12950 Main ST Banks OR 97106	1	EPL	1,000 Mbps	\$1,763.29
Total Monthly Recurring Charge				\$4,813.29
Total Non-Recurring Charge				\$0

Terms and Conditions— unless otherwise stated herein, this proposal is conditioned upon negotiation of mutually acceptable terms and conditions. **Proposal Pricing**—Pricing proposed herein *complies with USAC rules regarding Lowest Corresponding Price and* is based upon the specific product/service mix and locations outlined in this proposal, is subject to Comcast standard terms and conditions for those products and services and the Comcast E-Rate Rider unless otherwise stated herein. Any changes or variations in the standard terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Technical Specifications

Ethernet Virtual Private Line Description

Service Description

Comcast Ethernet Virtual Private Line (EVPL) Service provides an Ethernet Virtual Connection (EVC) between two customer locations similar to Ethernet Private Line service but supports the added flexibility to multiplex multiple services (EVCs) on a single UNI at a customer's hub or aggregation site. The service is a reliable, more flexible, higher bandwidth and cost effective alternative to traditional TDM Private Lines, Frame Relay or ATM Layer 2 VPNs and IP VPNs.



EVPL offers three Classes of Service (CoS) including: Basic, Priority, and Premium. CoS options enable customers to select the CoS that best meets their applications' performance requirements. The service is offered with 10Mbps, 100Mbps, 1Gbps or 10Gbps Ethernet User-to-Network Interfaces (UNI) and is available in speed increments from 1Mbps to 10Gbps.

Comcast's Ethernet Network Service is Certified MEF Compliant.

Section 1. Technical Specifications

1.1 Ethernet User-to-Network Interface. The service provides bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. Figure 1 lists the available UNI physical interfaces, their associated Committed Information Rate (CIR) bandwidth increments and the Committed Burst Sizes (CBS).

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
10Mbps	10BaseT	1Mbps	25,000
100Mbps	100BaseT	10Mbps	250,000
1Gbps	1000BaseT or 1000BaseSX	100Mbps	2,500,000
		1000Mbps	25,000,000
10Gbps	10GBASE-SR or 10GBASE-LR	1000Mbps	25,000,000
		10000Mbps	25,000,000

Figure 1: Available UNI interface types and CBS values for different CIR increments

1.2 Service Multiplexing. The service enables customers to multiplex multiple services (EVCs) on a given UNI. A typical application for EVPL is to upgrade a hub and spoke topology where several remote (spoke) sites need to connect to a regional or central (hub) site. The hub site can have all remote site EVCs multiplexed on a single UNI eliminating the need for multiple ports on the customer's router or Ethernet switch. Note that when service multiplexing is used, the sum of CIR bandwidth for all EVCs multiplexed at the UNI cannot exceed the UNI port speed.

1.3 Class of Service Options. The service offers three classes of service. The CoS options allow for differentiated service performance levels for different types of network traffic. It is used to prioritize customer mission-critical traffic over lesser priority traffic in the network. The customer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to it. Figure 2 lists the service performance objectives associated with On-Net (for distances within 250 network miles) and Off-Net Services. Only Basic or Priority CoS are permissible for On-Net and Off-Net services delivered via the HFC Network. Locations delivered via Off-Net Services will only guarantee the CoS value for the On-Net portion of the service. However, the end-to-end service will honor the committed performance tier metrics.

Performance Objective	Class of Service (CoS)		
	Premium	Priority	Basic
On-Net Services (< 250 miles)			
Latency (one way)	< 12ms	< 23ms	< 45ms
Jitter (one way)	< 2ms	< 10ms	< 20ms
Packet Loss (one way)	< 0.001%	< 0.01%	< 1%
Availability (On-Net Services delivered via Fiber)	> 99.99%	> 99.99%	> 99.99%
Availability (On-Net Services delivered via HFC Network)	Not Applicable	99.9%	> 99.9%
Off-Net Services delivered via Fiber			
Availability	> 99.95%	> 99.95%	> 99.95%
Off-Net Services delivered via Non-Fiber			
Availability	> 99.9%	> 99.9%	> 99.9%

Figure 2: CoS Performance Objectives

1.4 CoS Identification and Marking. Customers must mark all packets using 802.1p CoS values as specified in Figure 3 to ensure the service will provide the intended CoS performance objectives specified in Figure 2. Locations delivered via On-Net or Off-Net Services delivered via the HFC Network will only honor Basic or Priority CoS values. All other values will be treated as Basic.

CoS	802.1p
Premium	5
Priority	2-3
Basic	0-1

Figure 3: CoS Marking

1.5 Traffic Management. Comcast's network traffic-policing policies restrict traffic flows to the intended CIR for each service class. If the customer-transmitted bandwidth rate for any CoS exceeds the subscription rate (CIR) and burst size (CBS), Comcast will discard the non-conformant packets. For packets marked with a non-conformant CoS marking, the service will transmit them using the Basic service class without altering the customer's CoS markings.

1.6 Maximum Frame Size. The service supports a Maximum Transmission Unit (MTU) frame size of 1600 bytes to support untagged or 802.1Q tagged frame sizes. Jumbo Frame sizes can be supported on an Individual Case Basis (ICB). For On-Net Services delivered via the Comcast HFC Network, frame sizes may not exceed 1518 MTU size (1522 with a single VLAN tag). All frames that exceed specifications shall be dropped.

1.7 VLAN Tag Preservation. The service supports IEEE 802.1Q VLAN-tagged customer frames. All customer VLAN IDs and priority code points (IEEE 802.1p) for CoS conforming to the C-VLAN/EVC map are transmitted and received unaltered by the service. If a native VLAN is specified by the customer in the C-VLAN/EVC map, untagged frames are mapped to the native VLAN and transmitted over the corresponding EVC. Customers must coordinate their C-VLAN add/move/delete/changes with Comcast. Comcast may reserve one VLAN for network management purposes.

1.8 Standard number of EVCs per UNI: up to 20 for Off-Net Services and On-Net Services delivered via fiber. Additional EVCs are available, charges may apply. Only one EVC is permitted for On-Net Services delivered via the Comcast HFC Network.

1.9 Standard number of VLAN IDs per EVC: up to 20. Additional VLAN IDs are available, charges may apply. Only 1 VLAN ID is permitted for On-Net Services delivered via the HFC Network.

1.10 Ethernet Service Frame Disposition. All Frames are delivered conditionally through the network based on which EVCs they are sent to as specified in the VLAN ID to EVC map provided by the customer. Refer to Figure 4 for Comcast's service frame disposition for each service frame type.

Service Frame Type	Service Frame Delivery
Unicast	Frames delivered conditionally
Multicast	Frames delivered conditionally
Broadcast	Frames delivered conditionally

Figure 4: Service Frame Delivery Disposition

1.11 Layer 2 Control Protocol (L2CP) Processing. Certain L2CP frames are discarded at the UNI, tunneled across the Comcast network or peered at (processed by) the UNI. Refer to Figure 5 for Comcast's L2CP disposition. For L2CPs with multiple disposition possibilities, the customer must specify to Comcast which disposition should be taken. The default disposition is to discard these L2CP service frames.

Destination MAC Address	Layer 2 Control Protocol	L2CP Frame Disposition
01-80-C2-00-00-00	STP, RSTP, MSTP	Discard (All UNIs)
01-80-C2-00-00-01	PAUSE	Discard (All UNIs)
01-80-C2-00-00-02	LACP, LAMP	Discard (All UNIs)
01-80-C2-00-00-02	Link OAM	Peer or Discard (disposition specified per UNI)
01-80-C2-00-00-03	802.1X	Discard (All UNIs)
01-80-C2-00-00-07	E-LMI	Discard (All UNIs)
01-80-C2-00-00-0E	LLDP	Discard (All UNIs)
01-80-C2-00-00-20 through 01-80-C2-00-00-2F	GARP, MRP	Tunnel (All UNIs)

Figure 5: L2CP Frame Disposition

Section 2. Monitoring, Technical Support and Maintenance

2.1 Network Monitoring. Comcast monitors all Comcast Services purchased by a customer on a 24x7x365 basis.

2.2 Technical Support. Comcast provides customers a toll-free trouble reporting telephone number to the customer Enterprise Technical Support (ETS) that operates on a 24x7x365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating Customer Premise Equipment (CPE) not provided by Comcast.

2.3 Escalation. Reported troubles are escalated within the Comcast ETS to meet the standard restoration interval described in the Service Level Objectives. Troubles are escalated within the ETS as follows: Supervisor at the end of the standard interval plus one (1) hour; to the Manager at the end of the standard interval plus two (2) hours, and to the Director at the end of the standard interval plus four (4) hours.

2.4 Maintenance. Comcast's standard maintenance window is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance is performed during the maintenance window and will be coordinated between Comcast and customer. Comcast provides a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Comcast provides a minimum of seven (7) days notice for service impacting planned maintenance. Emergency maintenance is performed as needed.

Section 3. Service Level Objectives

Comcast provides Service Level Objectives for the service, including network availability, mean time to respond, and mean time to restore. The service objectives are measured monthly from the Comcast point of demarcation.

3.1 Availability. Availability is a measurement of the percentage of total time that the service is operational when measured over a 30 day period. Service is considered "inoperative" when either of the following occurs: (i) there is a total loss of signal for the service, (ii) output signal presented to the customer by Comcast does not conform to the technical specifications in Section 1.

3.2 Mean Time to Respond. Mean Time to Respond is the average time required for the ETS to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes upon receipt of a fault notification or from the time a trouble ticket is opened with the ETS.

3.3 Mean Time to Restore. Mean Time to Restore is the average time required to restore service to an operational condition as defined by the technical specifications in Section 1 of this document. The Mean Time to Restore objective is four (4) hours for electronic equipment failure or six (6) hours for facilities failure from the time a trouble ticket is opened with the ETS.

Section 4. Customer Responsibilities

Comcast provides CPE for provisioning its services and the delivery of the UNI. Comcast will retain ownership and management responsibility for this CPE. As a result, the CPE must only be used for delivering Comcast services. Customers are required to shape their egress traffic to the contracted CIR.

Customers have the following responsibilities related to the installation, support, and maintenance of the Service.

4.1 Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.

4.2 Provide secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the customer facilities, no further than fifty feet from the customer router or switch interface.

4.3 Provide outside cable entry conduit(s), entry cable ground point, and internal building conduit to allow Comcast the ability to rod/rope a fiber optic cable to the point of demarcation.

4.4 Locate and mark all private underground utilities (Water, Electric, etc.) along path of new underground placement not covered by utility companies.

4.5 Provide a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.

4.6 Obtain 'right-of-way' entry easement for Comcast facilities and equipment from property owners at each customer location.

4.7 The customer is responsible for coring of the building's outside wall and internal walls. Upon request, Comcast can perform this activity on an 'as needed' basis for an additional one-time fee.

4.8 Provide UPS AC power equipment, circuit sizing to be determined, if applicable.

4.9 Emergency local generator backup service, if applicable.

4.10 Provide access to the buildings and point of demarcation at each customer location to allow Comcast and its approved Contractors to install fiber for service installation. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities.

4.11 Provide, install and maintain a device that is capable of routing network traffic between the Service and the customer's Local Area Network (LAN).

4.12 Customer must provide a point of contact (POC) for installation, service activation and any maintenance activities.

Section 5. Definitions

5.1 Latency. Latency, also known as Frame Delay, is defined as the maximum delay measured for a portion of successfully delivered service frames over a time interval.

5.2 Jitter. Jitter, also known as Frame Delay Variation, is defined as the short-term variations measured for a portion of successfully delivered service frames over a time interval.

5.3 Packet Loss. Packet Loss, also known as Frame Loss, is the difference between the number of service frames transmitted at the ingress UNI and the total number of service frames received at the egress UNI.

Solution Provisioning and Project Plan

Typical site installations may take anywhere from 60 to 90 days for completion. Throughout the duration of the project a dedicated Comcast account team will be in contact providing status and answering any questions you may have.

Project Kickoff Meeting

Comcast Business Communications, LLC project management team will conduct a “Customer Implementation Call” to discuss the overall project. Each location will be discussed for accuracy in terms of relay rack space, appropriate power, etc.

Comcast Service Delivery Major Milestones:

- **Outside and Inside Surveys** – Comcast will conduct outside plant and customer site surveys.
- **Permits & Right of Entry Agreements** – Comcast will obtain required permits and work with property owner to obtain Right of Entry/Access agreements.
- **Service Configurations** – Comcast National Team will implement Network Core Configurations.
- **Outside and Inside Fiber/Coax Construction** – Comcast will complete outside and inside construction.
- **Customer Premise Equipment Installation/Plant Test Date (PTD)** – Comcast will dispatch to the customer’s premise to install CPE, connect CPE to Fiber, and call Comcast Test & Turn-up to complete plant test.
- **Firm Order Commit (FOC)** – Comcast Service will be available to the customer. **FOC is 90 calendar days from customer signature.**

Comcast Responsibilities:

- Construct all OSP and ISP fiber optic cabling up to the agreed upon locations from the site survey forms and connect locations.
- Call for locates of public utilities in the right of way.
- Restoration of disturbed grounds.
- Assemble, configure and install all Comcast provided network equipment on customer premise.
- Test and verify all appropriate fiber connections.
- Test and verify all appropriate data interfaces/connections and verify throughput.
- Provide 24x7x365 network monitoring.
- Provide contact list information including escalation procedures and NOC information.
- Provide documentation detail services including customer network interface drawings.
- If applicable, provide any additional agreements per site survey document.

Detailed information regarding the customer responsibilities is available in the Technical Specifications section of the proposal.

Additional information can be provided upon request.

Company Overview

Comcast Corporation was founded in 1963 as a single-system cable operator and is now one of the nation's largest with over \$109 billion in revenue in 2019. We are one of the nation's leading providers of information, communications and entertainment products and services with over 25 million Internet customers, 12 million voice customers, 23 million video customers and 2.4 million business customers.

With over 190,000 employees across the US, we currently serve 20 of the top Metropolitan Statistical Areas (MSAs) in the U.S. and provide service to customers in 39 states and the District of Columbia. Approximately 88,000 employees are associated with our cable communications business and 10,400+ employees are dedicated to business services.

Our high-speed, high-capacity broadband and Ethernet services operate across our advanced network. With over 184,000 national route miles of fiber, our network is the largest facilities-based last mile alternative to the phone company.

With the first and largest fully 40G backbone, and the deployment of the first 100G router interface, Comcast's advanced network delivers reliable and scalable services for businesses of any size.

Diverse Network with National Reach



	Over 1 Million Ethernet enabled buildings		184k fiber route miles		One of the largest Voice over IP providers in the nation
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115+ Tbps of edge capacity and growing



700+ connected data centers

Comcast Business Communications, LLC is a unit of Comcast Corporation, owner of one of the largest cable communications company in the United States and headquartered in Philadelphia. Building upon Comcast and its subsidiaries' reputation as pioneers in developing innovative communications products and services for consumers, Comcast Business is bringing innovative technology and service capabilities to businesses, government, and educational organizations within Comcast Cable markets.

Comcast Business leverages and augments Comcast's network with next-generation optical and access technologies to offer Internet and other data services directly to commercial customers. An advanced network, delivering unmatched broadband capacity, and a commitment to customer service, enables Comcast Business to deliver superior broadband services to a range of businesses and organizations — small, medium, and large.

Consistent with Comcast Business' strategy to deliver unprecedented bandwidth, network reach, and a superior customer experience, Comcast Business has made significant investments in its technologies, business, and operating support systems, as well as network professionals. These investments have resulted in scalable services, an advanced network, and superior service levels for those businesses and organizations served in the Comcast Business markets. Also, the extensive footprint of the network allows Comcast Business to deliver coaxial and fiber capacity to many business locations that have been historically underserved by other network providers.

Among the services that Comcast Business and its affiliates provide are several that they have helped pioneer, including high-speed commercial cable-modem-based Internet services.

For more information on Comcast Business visit <http://business.comcast.com/about-us/comcast-business>.

Financial Qualifications

Comcast Business is a wholly owned, indirect subsidiary of Comcast Corporation, from which Comcast Business receives its funding. As such, Comcast Business is not publicly held and does not release stand-alone financial results or associated financial information, except in limited circumstances to the extent required by law, and then, only under seal or a proprietary protective order. Please refer to the publicly filed external consolidated Comcast Corporation financial statements and earnings press releases posted on the Comcast Corporate web page: <https://www.cmcsa.com/financials/annual-reports>.

Supplier Diversity Program

Diversity in our supply base is integral to our continued success. Our Supplier Diversity Program is designed to promote, increase and improve the participation of diverse businesses within our supply chain. It provides Comcast purchasers with reliable resources, creates jobs, strengthens our purchasing power and builds value for our shareholders.

Since year end 2010, Comcast NBCUniversal has spent more than \$18 billion with diverse Tier I suppliers and nearly \$2.5 billion with diverse Tier II suppliers. In addition, Comcast NBCUniversal was inducted into the Billion Dollar Roundtable, and we are the first media and technology company to join this prestigious list.

We also have a Tier II (subcontracting) program for vendors that may not be able to work directly as primary suppliers. We partner with non-diverse prime contractors and strongly encourage joint ventures, partnerships, and subcontracting as methods to create additional business opportunities for diverse vendors. We aim to provide equal access and opportunity to all suppliers, and to facilitate nondiscriminatory business relationships with diverse firms.

Active partnerships with organizations that support the inclusion of all vendors is a key success factor for our Supplier Diversity Program. Comcast is proud to support and collaborate with partner organizations to increase economic capacity for organizations and owners representing diverse communities. Comcast and NBCUniversal partner with supplier diversity organizations throughout the country. Our partners include:

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- Billion Dollar Roundtable
- National Minority Supplier Development Council (NMSDC)
- Women’s Business Enterprise National Council (WBENC)
- National Chambers of Commerce

We are honored by the recognition our Supplier Diversity Program receives. Below is a snapshot of some of our awards:

- For the third consecutive year in 2018, Comcast NBCUniversal was named among the National Business Inclusion Consortium’s (NBIC) Best-of-the-Best companies for diversity, which recognizes outstanding achievement in promoting cross-segment diversity and inclusion.
- DiversityInc ranked Comcast NBCUniversal #2 among its 2018 "Best Companies for Supplier Diversity."
- Comcast NBCUniversal was recognized as a 2018 Best-of-the-Best Top Supplier Diversity Program by Black EOE Journal.
- Comcast NBCUniversal was recognized as a 2018 Top Supplier Diversity Program by U.S. Veterans Magazine, which will feature the company in its “Salute to Veterans” issue in mid-August 2018.
- Comcast NBCUniversal was recognized as a 2018 Top Supplier Diversity Program by Hispanic Network Magazine.
- Comcast NBCUniversal was recognized as a 2018 Top Supplier Diversity Program by Professional WOMAN’s Magazine, which will feature the company in its “Wonder Women of the Year” issue in mid-September 2018.
- Comcast NBCUniversal ranked #25 among Omnikal’s “Top 50 Corporations for Inclusive Majority Business Opportunities.” 2018 marks our 13th consecutive year on the list. (Omnikal was previously known as DiversityBusiness.com)
- Comcast NBCUniversal was recognized by Business Equality Network (BEQ) Pride in 2018 for “Business Equality Excellence.” BEQ Pride is a national quarterly publication focused on the LGBTQ business community.

Additional information regarding Comcast’s Supplier Diversity program is available at:

<http://corporate.comcast.com/our-values/diversity-inclusion/supplier-diversity>

Industry Awards

Over the years, Comcast Business has been the recipient of several Metro Ethernet Forum (MEF) awards. These awards recognize excellence and innovation in the emerging Third Network community. In 2015, Comcast Business received the MEF Enterprise Application of the Year for Education. This award recognizes the most innovative use of Carrier Ethernet (CE) services to meet the requirements of education-related applications. Most recently, Comcast Business received the 2018 Excellence Enterprise Application of the Year award for Hospitality. Comcast Business is the first carrier in the world to be MEF CE 2.0 certified, leading the industry and demonstrating our commitment to enterprises.



General Information

Legal Name of Business	Comcast Business Communications, LLC (CBC)
Ownership Structure	Limited Liability Corporation and Wholly-owned subsidiary of Comcast Corporation
Years in Business	CBC began offering services to small businesses in 2006.
Corporate Officers	Terrence J. Connell, Senior Vice President Daniel J. Carr, Vice President Michael D. Maloney, Vice President
Accounting & Disbursements	Michael Salvia, Vice President, Finance
FEIN	23-1709202 (Comcast Cable Communications Management, LLC)

Bank Reference

Wells Fargo
101 North Independence Mall East
Philadelphia, PA 19106
JP Morgan Chase Bank, N.A.
14800 Frye Road
Fort Worth, TX 76155-2732

E-Rate Overview

Working Knowledge of Federal Universal Service Programs for Schools and Libraries

Comcast is an active partner in the education community and has helped thousands of school districts close the gap between the communication services they have and the advanced network services they need. E-Rate-eligible Ethernet network services can enable the future of education by providing high-speed network access to applications that are hosted elsewhere.

Comcast has a successful record of working with schools and libraries that receive funding under the federal Universal Service Support Mechanism for Schools and Libraries (“E-Rate Program”). Comcast provides E-Rate eligible services through its applicable operating affiliates and subsidiaries identified throughout this Network Services Proposal as “Comcast”. We hereby certify that we are listed as a Telecommunications Service Provider (as the Federal Communications Commission defines that term), eligible to provide Universal Service – supported services under the (E-Rate Program). Comcast certifies that it (a) provides the telecommunication services described herein on a common carriage basis, and (b) is fully authorized to participate in the E-Rate Program as a Telecommunications Services Provider.

Working Knowledge of USF and CTF Programs

Comcast has working knowledge and a successful record of working with school districts that receive funding under the Federal Universal Service Support Mechanism for Schools and Libraries (“E-Rate Program”) and the California Teleconnect Fund (CTF).

Agreement of Participation

Comcast agrees to comply with the written request of the Applicant (as defined by USAC), its agency, organization and or consultant administering, E-Rate on the Entity’s behalf. Comcast reserves the right to request a LOA, (Letter of Agency) that such party is authorized to receive information on behalf of the Entity (as defined by USAC).

Information and Documentation

Comcast agrees to provide requested information and or documentation to the Applicant, its agency, organization and or consultant administering, E-Rate on the Applicants behalf within a commercially reasonable period of time.

Reimbursement Process

Each funding year, applicants are required to notify Comcast of their invoicing mode selection through completion of the Comcast E-Rate Reimbursement Form. Applicants should contact Erate_Funding@cable.comcast.com to request a copy of this form each year. Applicants who select BEAR Reimbursement are required to file a FCC Form 472 (Billed Entity Applicant Reimbursement (BEAR) Form) providing they have paid in full for the services and are requesting to be directly reimbursed by USAC for the discounted amount. It is the applicant’s responsibility to file a BEAR form online through the Schools and Libraries E-Rate Productivity Center (EPC) system. Billed entities will receive payment directly to their bank account. In order to begin direct BEAR payments, the applicant must have completed an FCC Form 498 to obtain an applicant 498 ID. Applicants who select the SPI Reimbursement method will be invoiced for the non-discounted amount (the applicant’s share of the cost). The applicant is required to pay the non-discounted portion of the cost for services.

Service Provider Identification Number (SPIN)

SPIN	Service Provider Name	499 Filer
143003990	Comcast Business Communications, LLC	Y
143035551	Comcast IP Phone, LLC	Y
143034516	Comcast Phone, LLC	Y
143013564	Comcast Cable Communications, LLC	N

FCC Registration Number (FRN)

The Comcast Business Communications, LLC FCC Registration Number, or FRN, is 0004321725.

Operations

Comcast provides high-quality service and effective maintenance of our network and customer base in several key business areas. These include: Network Operations and Field Operations. Comcast strongly suggests that all personnel involved in the decision process visit the network operations facilities of each of the bidders as part of the evaluation process.

Network Operations

The Network Operations organization provides superior customer care, which includes monitoring, troubleshooting, and resolution through its advanced 24 x 7 x 365 Network Operations Center (NOC) with two redundant Customer Care Centers in Colorado and Illinois. Each is staffed to answer any questions, perform changes to existing services and assist with technical troubles. The Customer Care Centers are staffed with Enterprise Tier II and Tier III repair groups, easily facilitating higher level technical support. The NOC continuously monitors the network equipment, service health, and performance of the Comcast network, responds to network events and service degradations, dispatches local field technicians, and informs customers of service issues, in many cases before the customer has noticed the problem. The Network Operations group also provides technical support and responds to trouble calls from network service customers including carriers, TLS and Native ATM customers, and voice product customers, through a staff of Technical Support Representatives (TSRs). The Comcast NOC also operates a 24 x 7 x 365 Technical Customer Support helpdesk that responds to calls for all of Comcast services.

The NOC maintains a staff of engineers and technicians with an average of 12 years' tenure, thus ensuring business continuity. This staff is trained in an array of networks, elements, and technologies in the Comcast network (Ethernet, ATM, Frame Relay, SONET, T-1/T-3, local and long-distance telephony, Internet Access, and LAN/WAN based services). Comcast engineers and technicians have earned many industry certifications, including: CCIE (Cisco Certified Internetwork Expert), Cisco Certified Network Associate (CCNA), Cisco Certified Network Professional (CCNP), Microsoft Certified Systems Engineer (MCSE), A+, Network+, and other certifications in specific vendor equipment.

One-Stop-Shop – Care for all levels of Business products.

Planned Maintenance – Seven day advanced notice to Metro Ethernet and Advanced Voice Customers which include Trunking and Hosted PBX products.

Dedicated Project Managers for accurate and timely delivery of all Comcast products. Project Managers are your single Point of Contact.

Proactive Monitoring at the customer premise level allows quick resolution to network issues with fast response times. Comcast will generate a ticket if an alarm has been triggered on our network.

Enterprise Monitoring - Comcast has a robust set of tools to detect and isolate faults from network infrastructure to CPE issues.

Field Operations

The role of Field Operations in Comcast is two-fold. First, Field Operations provides an effective field presence for technical support of our core (ATM, IP, Optical) network. They perform on-site repairs and trouble-shooting on a daily, ongoing basis and dispatch field technicians to support our voice switches and other hardware. These field crews are the “on-site” presence to remedying any network trouble.

Second, Field Operations – provides leadership for customer installations. Field Operations Project Coordinators are assigned to each new account to singularly manage the local work required for each install. The Project Coordinator manages the dispatch of local technicians to install switches, routers, servers, and other equipment on the company side of the company/customer demarcation point.

Network Security

The Comcast Information Security Policy set defines the rules and processes that protect the information resources of Comcast. This set consists of supporting policies and standards including, but not limited to, Access Control, Business Continuity, Content Protection, Network Security, Physical and Environmental Security, etc.

Policies are reviewed at minimum annually. In some cases, internal or external drivers may warrant additional reviews of the policies. The Policy and Governance Council (PGC) is responsible for the maintenance of technology security policies and standards administered across Comcast.

Network Management Reporting

Comcast Business provides customers access to a web-based portal that is a central location where customers can view and manage their Ethernet services. Through the portal, customers can view their Ethernet sites and services including UNI ID, EVC ID, port speed, access type, bandwidth, and Class of Service (CoS). Additionally, customers can view historical performance data including latency, packet loss, jitter, availability, and utilization. Customer will be given a secure web login to review the external reporting data at their convenience.

Comcast Escalation Procedures

NOC End User Support and Escalation Procedures

The NOC is organized with a standard 3-tier escalation configuration with automatic escalation intervals. Tier 4 support is escalated to Comcast’s Network Engineering Department. The NOC is staffed 24 x 7 x 365. Technicians remain on call 7 x 24 to assist with major problems. The NOC may also dispatch technicians 7 x 24.

As part of the onboarding process, customers are provided with escalation procedures and contact information. Reported troubles are escalated within Enterprise Technical Support (ETS) to meet the response/restoration objectives described below (Service Level Objectives). Service issues are escalated within Comcast ETS as follows:

- to a **Supervisor** at the end of the applicable objective time interval plus one (1) hour;
- to a **Manager** at the end of the applicable objective time interval plus two (2) hours,
- and to a **Director** at the end of the applicable objective time interval plus four (4) hours.

Customers are welcome to request to speak with a supervisor or manager at any time.

Service Level Objectives

In the event of a service interruption, Comcast shall use commercially reasonable efforts to respond to the service interruption and to clear the service interruption within the time frames set forth below. Comcast shall notify customer that Comcast has dispatched its personnel to effect restoration and repair and shall inform customer when service has been restored.

Category	Objective
Comcast Core Network Availability	99.99%
Mean Time to Respond Telephonically to Call	15 minutes
Mean Time to Restore Comcast On-Net Equipment	4 hours
Mean Time to Restore Off-Net Equipment	4 hours
Mean Time to Restore On-Net Services	6 hours
Mean Time to Restore Off-Net Services	6 hours

References

Washington County Cooperative Library Services

Sylvia Lee
Library Automation Systems Supervisor
111 NE Lincoln St, MS 58
Hillsboro, OR 97124-3036
503.846.3238 (phone)
sylvial@wccls.org

Beaverton School District

Steve Langford
Chief Information Officer
Steven.Langford@beaverton.k12.or.us

Oregon Health & Sciences University

1515 SW 5th Ave
Suite 900
Portland, OR 97201
Don Westlight
503-494-8311

Adventist Medical Center

10123 SE Market St,
Portland, OR 97216
Mike Bickford
503-257-2500

CASE STUDY

Forsyth County is a top-ten Georgia school district, with 37,000 students in 35 elementary, middle, and high schools. They use Comcast Business to better administer educational services. Results include:

- Improved learning flexibility with Ethernet-supported technologies like interactive whiteboards and student-owned devices.
- Improved parental involvement with parents now able to view course content, grades, assignments and progress reports online.
- Cutting its \$2.8 million textbook expense to \$400,000 by incorporating streaming video, simulations and digital content.
- Return on learning investment by constantly growing its repository of learning materials as well as measuring and evaluating their utility by tracking usage.

“Every time you increase the speed of the network, you are enabling incredible educational opportunities. The infrastructure investment is a return on learning, and that’s why I’m glad to have Comcast as a service provider,” says Baily Mitchell, Chief Technology and Information Officer at Forsyth County Schools.

Comcast Account Team

Customer Relationship

Raymond Hill
Strategic Enterprise Account Executive
360-606-4393
Raymond_Hill@comcast.com

Technical Matters

Brian Vaerewyck
Sales Engineer
503-396-1416
Brian_Vaerewyck@cable.comcast.com

Management

Chris Prekopa
Director
720-357-3264
Chris_Prekopa@cable.comcast.com

Appendix

Service Agreement (E-Rate)

This Service Agreement ("Agreement") is entered into on [Insert Month] [Insert Day], 201[Insert Year] ("Effective Date") by and between Comcast Cable Communications Management, LLC, a Delaware limited liability company, on behalf of itself and its applicable operating affiliates and subsidiaries offering Service(s) as identified below, with offices located at 1701 JFK Blvd., Philadelphia, PA 19103 and [Insert Customer's Form 470 Name] ("Customer"), with offices located at [Insert Customer Form 470 Address]. Herein, the above shall be collectively referred to as "Parties" and individually as "Party".

This Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its applicable operating affiliates and subsidiaries (identified above, "Comcast") will provide communications and other Service(s) to the above Customer. This Agreement consists of this document ("Service Agreement Cover Page"), the Comcast General Terms and Conditions for E-Rate ("General Terms and Conditions"), Sales Order(s), the Product Specific Attachment(s) applicable to the ordered Service(s) ("PSA(s)"), and any written amendments to the Agreement and executed by both Parties, if any ("Amendment(s)"), collectively referred to as the "Agreement". In the event of an explicit inconsistency among these documents, precedence will be as follows: (1) Amendment(s), (2) PSA(s), (3) General Terms and Conditions, (4) this Service Agreement Cover Page, and (5) Sales Order(s). The PSA(s) are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Service(s) is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://work.comcast.net/legal/aup.asp> (or any successor URL), and the High-Speed Internet for Business Privacy Policy ("Privacy Policy") located at <http://work.comcast.net/legal/privacy.asp> (or any successor URL). Comcast may update the PSA(s), AUP and Privacy Policy from time to time upon posting to the Website. This Agreement shall commence and become a legally binding agreement upon the mutual execution of this Service Agreement Cover Page by the Parties. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Service Agreement Cover Page shall have the definitions given to them in the General Terms and Conditions.

As set forth in the Sales Order(s) attached hereto, the following Services shall be provided to Customer by Comcast: [Spell out # of circuits] [Insert #] [Insert Bandwidth] Mbps Ethernet Dedicated Internet ("EDI") Service(s) circuit(s). [Spell out # of circuits] [Insert #] [Insert Bandwidth] Mbps Ethernet Network Service(s) ("ENS") circuit(s). [Spell out # of circuits] [Insert #] [Insert Bandwidth] Mbps Ethernet Private Line ("EPL") Service(s) circuit(s). [Spell out # of circuits] [Insert #] [Insert Bandwidth] Mbps Ethernet Virtual Private Line ("EVPL") Service(s) circuit(s).	
Term (Months): [Spell out No.] ([Insert No.])	Agreement Number: [State-FLast-MMDDYY-CM-No./FY19]
Non-Recurring Charges (NRC): \$[Insert NRC]	Monthly Recurring Charges (MRC): \$[Insert MRC]
Custom Installation Charge ("CIC"): \$[Insert CIC] (Amortized at \$[Insert Amortized Price - if applicable] per month for the initial Service Term)	
Number of Service Location(s): [Spell out No.] ([Insert No.])	Estimated Service Commencement Date: On or after July 1, 2019
Notes / Comments: 1. E-Rate funding, if applicable, shall be sought solely by Customer. 2. The Service(s) specified herein shall be provided by Comcast Business Communications, LLC. The Comcast Business Communications, LLC SPIN No. is 143003990. EDI, ENS, EPL, EVPL, INS 3. The Service(s) specified herein shall be provided by the applicable state affiliate of Comcast Phone, LLC. The Comcast Phone, LLC SPIN No. is 143034516. INTRASTATE ONLY	
Sales Person: [Insert Salesperson Name]	Telephone Number: [Insert Phone Number]
Sales Director: [Insert Sales Director]	Telephone Number: [Insert Phone Number]
Customer Contact: [Insert Customer Contact from SO]	Telephone Number: [Insert Phone Number]

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement.

[Insert Customer Name]

Comcast Cable Communications Management, LLC

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

**COMCAST ENTERPRISE SERVICES
GENERAL TERMS AND CONDITIONS FOR E-RATE
("General Terms and Conditions")**

ARTICLE 1: DEFINITIONS

For purposes of these General Terms and Conditions, the following terms shall have the meanings specified below.

Affiliate: With respect to each Party, any entity that controls, is controlled by or is under common control with such, Party.

Agreement: Collectively, these General Terms and Conditions, the Service Agreement Cover Page executed by both Parties, any applicable Product Specific Attachment(s) and each binding Sales Order(s).

Comcast: The operating Affiliate of Comcast Cable Communications Management, LLC that provides the Services. References to Comcast in Article 5 and Article 6 shall also include its Affiliates and their respective directors, officers, employees, agents, suppliers, licensors, successors, and assigns, as the case may be.

Comcast Equipment: Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver the Services. Notwithstanding the foregoing, inside telephone wiring within a Service Location(s), whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either Party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the receiving Party to be proprietary or confidential information. Without limiting the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the Parties' communications regarding such items.

Customer: The entity named on the Service Agreement Cover Page.

Customer-Provided Equipment: Any and all facilities, equipment or devices supplied by a party other than Comcast or its authorized contractors for use in connection with the Services.

Network: The Comcast Equipment, facilities, fiber optic or coaxial cable associated with electronics and other equipment used to provide the Services.

Product Specific Attachment(s) or PSA(s): The additional terms and conditions applicable to the Service(s).

Sales Order(s): A request to provide the Services to a Service Location(s) submitted by Customer to Comcast on (a)

the then-current Comcast form designated for such purpose or (b) such other form, or in such other manner, as may be agreed upon by the Parties. The initial Sales Order(s) is attached to this Agreement. All subsequent Sales Order(s) submitted under the Agreement shall have the same Service Term duration as identified on the Service Agreement Cover Page.

Service(s): Service(s) provided by Comcast pursuant to a Sales Order(s). All Services provided under the Agreement are for commercial, non-residential use only.

Service Commencement Date: With respect to each Service(s), "Service Commencement Date" shall have the meaning specified in the PSA(s) applicable to such Service(s), it being understood that a single Sales Order containing multiple Service Location(s) or Service(s) may have multiple Service Commencement Dates.

Service Location(s): The Customer location(s) where Comcast provides the Services.

Service Term: As specified in a Sales Order(s), the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered.

Termination Charges: Charges that may be imposed by Comcast upon early termination of a Service(s) as specified in the applicable PSA.

Website: The Comcast website where the PSA(s), the Privacy Policy and the Use Policies are posted. The current URL for the Website is <https://business.comcast.com/terms-conditions-ent> (as the same may be updated by Comcast from time-to-time).

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. To request Service at a Service Location(s), Customer shall submit a properly completed Sales Order(s) to Comcast. Such Sales Order(s) shall become binding on the Parties upon the earlier of (i) Comcast's notice to Customer that it accepts such Sales Order(s), (ii) Comcast begins providing the Service(s) described in the Sales Order(s) or (iii) Comcast begins installation or construction for delivery of the Service(s). Each Sales Order(s) submitted by Customer may be subject to an engineering review which will determine whether and to what extent the Network must be extended, built or upgraded in order to provide the ordered Service(s). Comcast will provide Customer written notification in the event Service(s) installation at any Service Location(s) will require an additional non-recurring installation fee ("Custom Installation Fee" or "Construction Charges"). Notwithstanding anything to the contrary contained in this Article 2.1, Customer shall have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate the ordered Services at the affected Service Location(s). For certain Service(s), the Engineering Review will be conducted prior to Sales Order(s) submission. In such case, Customer shall be deemed to have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

2.2 Access. In order to deliver Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space ("Access") within and/or outside each Service Location(s). Within the Service Location(s), Customer shall be solely responsible for securing and maintaining such Access as Comcast may require to deliver the Service(s). In the event that Customer fails to secure or maintain such Access, Comcast (i) may cancel or terminate Service(s) at such Service Location(s) pursuant to Article 4.3 and (ii) shall be excused from its obligations with respect to the Service(s) at such Service Location(s) (including any obligation to issue service credits) until such time as Customer provides Comcast with the necessary Access. If Comcast is unable to secure or maintain Access outside a particular Service Location(s), which Access is needed to provide Service(s) to such Service Location(s), Customer or Comcast may cancel or terminate Service(s) at such Service Location(s), without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other Party.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location(s) or within the building where the Service Location(s) is located, Comcast may immediately stop providing and/or installing Service(s) until such materials are removed. Customer shall be responsible for any additional expense incurred by Comcast as a result of encountering, or in the avoidance of, hazardous materials.

2.4 Equipment

A. Comcast Equipment. Comcast may, in its sole discretion, remove or change Comcast Equipment. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast. Comcast shall maintain, at its cost, Comcast Equipment during the term of this Agreement; provided, however, that such maintenance shall be at Customer's cost to the extent it is related to causes other than the ordinary and proper use of the Comcast Equipment. Upon termination or expiration of this Agreement and/or any Sales Order(s), Customer shall be responsible for the return of all applicable Comcast Equipment. Until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment. If any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.

B. Customer-Provided Equipment. Customer shall have sole responsibility for providing maintenance, repair,

operation and replacement of all Customer-Provided Equipment, inside telephone wiring and other Customer equipment and facilities on the Customer's side of the demarcation point (i.e., the point of interconnection between the Network and Customer-Provided Equipment located at a Service Location(s)). Neither Comcast nor its employees, Affiliates, agents or contractors shall (i) have any obligation to install, operate, or maintain Customer-Provided Equipment or (ii) be liable for any damage, loss, or destruction to Customer-Provided Equipment, unless caused by the gross negligence or willful misconduct of Comcast. Customer-Provided Equipment shall at all times be compatible with the Network. Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location(s) when the service difficulty or trouble report results from Customer-Provided Equipment.

2.5 Network, Intellectual Property and IP Addresses.

A. The Network is and shall remain the property of Comcast regardless of whether installed within, upon, overhead, above, or underground at or near the Service Location and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers. For a period of twelve (12) months following Comcast's discontinuance of Service to the Service Location(s), Comcast retains the right to remove the Network. To the extent Comcast removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear excepted.

B. Customer acknowledges that use of the Services does not give it any ownership or other rights in any telephone number or Internet/online addresses provided in connection with such Services, including, but not limited to, Internet Protocol addresses, e-mail addresses and web addresses.

C. Title and intellectual property rights to (i) the Services and (ii) any computer software or code provided by Comcast to use the Services, including, but not limited to, associated documentation, and all updates thereto ("Licensed Software") are, in each case, owned by Comcast, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling or publication of the Services, in whole or in part, without the express prior written consent of Comcast or other owner of such material, is prohibited.

D. The Agreement provides no right to use any Party's or its Affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities.

2.6 License Grant. If Customer requires the use of Licensed Software from Comcast in order to use the Services, Customer shall have a nonexclusive, nontransferable, and

limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements for the Licensed Software. Customer shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. Customer acknowledges that the use of Service may periodically require updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges; Changes to MRC; Taxes.

A. Customer agrees to pay all charges associated with the Services, including, but not limited to, (i) any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services (e.g., applicable franchise fees, right of way fees and Universal Service Fund charges) regardless of whether Comcast or its Affiliates pay the fees directly or are required or permitted by law to collect them from Customer and (ii) charges incurred as the result of fraudulent or unauthorized use of the Services. Any failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use. For the avoidance of doubt, Comcast shall not be responsible for any purchases made by Customer or its end users while using the Services.

B. With respect to each Sales Order, Comcast may, upon thirty (30) days prior written notice to Customer (or such longer period as may be required by law) modify the monthly recurring charges applicable to (i) Ethernet, Internet and/or Video Services at any time after the expiration of the initial Service Term and (ii) any other services at any time; provided, that, Customer acknowledges and agrees that such notice requirement may be satisfied by including notice of a monthly recurring charge modification(s) in a Customer invoice. Customer shall have thirty (30) days from receipt of any such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing.

C. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all

applicable local, state, and federal taxes or fees (however designated). Customer shall also be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.2 Payment Terms; Disputes

A. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice and will be considered timely made to Comcast if received within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services, from the Service Commencement Date to the start of the next billing period. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party based on Customer's agreements with such third parties ("Third Party Fees"). Any such Third-Party Fees shall be payable pursuant to Customer's contract or other arrangement with such third party and/or Comcast. Comcast shall not be responsible for any dispute regarding Third Party Fees. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Comcast. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. Any payment not made when due will be subject to a late charge equal to the lower of (i) 1.5% per month and (ii) the highest rate allowed by law. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

B. If Customer disputes any portion of an invoice, Customer shall pay the undisputed portion of the invoice and submit a written claim, including all substantiating documentation, to Comcast for the disputed amount of the invoice by the invoice due date. The parties shall negotiate in good faith to resolve any billing dispute submitted by Customer pursuant to this Article 3.2(B). Under no circumstances may Customer submit a billing dispute to Comcast later than ninety (90) days following Customer's receipt of the applicable invoice.

3.3 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Subject to applicable regulations, Comcast may require Customer to make a deposit as a condition to Comcast's provision of the Services,

or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer's charges. Comcast may apply the deposit to any delinquent Customer charges upon written notice to Customer.

3.4 E-Rate Funding. Comcast makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). Customer expressly understands and agrees that it is responsible for ensuring that Comcast is paid one hundred percent (100%) of all non-recurring charges ("NRC(s)"), monthly recurring Service charges ("MRC(s)") and other amounts required under this Agreement in accordance with the payment intervals specified therein. Unless and until the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may not withhold or offset any such amounts on the basis of its anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may choose to either (1) pay Comcast in full for the Services, or (2) receive discounted bills from Comcast. If Customer chooses option (1), the Customer must utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Comcast shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Comcast will reasonably assist Customer in the completion of any portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed by the service provider. If Customer chooses option (2), Comcast shall have no obligations under this Agreement until Customer provides Comcast the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. A Customer selecting option (2) is required to pay Comcast the non-discounted portion of all NRC(s), MRC(s), and other amounts required under this Agreement in accordance with the payment interval specified therein. Customer also must reasonably assist Comcast in completing the Service Provider Invoice Form (FCC Form 474) and obtaining full payment of the discount amount from the Universal Service Administrative Company or other E-Rate fund administrator or administrative entity. If during the term of this Agreement, Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC(s) and MRC(s), as set forth in the Agreement or applicable Sales Order(s), for the remaining term applicable thereto, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement or Sales Order(s)

upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement or Sales Order(s) hereunder will be to discharge both Comcast and the Customer from future performance of the Agreement. However, Comcast shall be reimbursed for any and all unpaid NRC(s), any unpaid past due balance(s), and any additional costs already incurred by Comcast in conjunction with this Agreement. Customer shall notify Comcast in writing within thirty (30) days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Comcast initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% Customer-furnished funds or partially reimbursed funds by the SLD.

ARTICLE 4. TERM & TERMINATION

4.1 Sales Order Term. Upon the expiration of the Service Term applicable to a Sales Order, each Sales Order shall automatically renew for successive periods of one (1) month each (each, a "Renewal Term"), not to exceed twelve (12) months, unless prior written notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. To the extent the initial Service Term or a Renewal Term applicable to a Sales Order extends beyond the expiration date of the term set forth on the Service Agreement Cover Page, such Sales Order shall continue to be governed by the terms and conditions of the Agreement.

4.2 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) at any time, upon thirty (30) days prior written notice to Comcast. Comcast may terminate the Agreement upon notice if Customer does not take any Service under a Sales Order for twelve (12) consecutive months or longer.

4.3 Termination for Cause. If either Party breaches any material term of the Agreement and the breach continues unremedied for thirty (30) days after written notice of default, the other Party may terminate for cause any Sales Order(s) materially affected by the breach. Either Party may terminate a Sales Order immediately upon notice to the other Party if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

4.4 Effect of Expiration/Termination of a Sales Order. Upon the expiration or termination of a Sales Order(s) for any reason (i) Comcast shall disconnect the applicable Service(s), (ii) Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems and (iii) Comcast may assess and collect from Customer applicable Termination Charges. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-

defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

ARTICLE 5. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

5.1 Limitation of Liability.

A. THE AGGREGATE LIABILITY OF COMCAST FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMCAST UNDER THIS AGREEMENT FOR ALL INDEMNIFICATION OF IP CLAIMS UNDER SECTION 6.1(i) OF THESE GENERAL TERMS AND CONDITIONS EXCEED THE GREATER OF (I) ONE (1) MILLION DOLLARS (\$1,000,000) AND (II) THE AGGREGATE AMOUNT OF FEES RECEIVED BY COMCAST FROM CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE IP CLAIM FIRST AROSE.

C. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL COMCAST BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (1) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (2) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (3) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (4) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP ITS DATA, FILES, AND SOFTWARE PRIOR TO THE INSTALLATION OF SERVICE AND AT REGULAR INTERVALS THEREAFTER.

D. NOTWITHSTANDING ANYTHING TO CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY

INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT; **PROVIDED, THAT, THE FOREGOING LIMITATION SHALL NOT LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST, OR FOR TERMINATION CHARGES.**

5.2 **Disclaimer of Warranties.** Services shall be provided pursuant to the terms and conditions in the applicable PSA(s) and Service Level Agreement, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.** Without limiting the generality of the foregoing, and except as otherwise identified in a PSA(s) or Service Level Agreement, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties. Customer acknowledges and agrees that the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment.

5.3 **Exclusive Remedies.** Customer's sole and exclusive remedies are as expressly set forth in the Agreement. In those states where Customer's remedies cannot be so limited, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 6. INDEMNIFICATION

6.1 **Comcast's Indemnification Obligations.** Subject to Article(s) 5.1(B), 5.1(C) and 5.1(D) and any other limitations contained in the Agreement, Comcast shall indemnify defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents (the "Customer Indemnified Parties") from and against all , actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of (i) infringement of U.S. patent or copyright law based solely on Comcast Equipment or Licensed Software; **provided, that,** Comcast shall have no liability for any claim of infringement arising from: (a) Comcast's compliance with any designs, specifications, or instructions of Customer; (b) modification or alteration of the Licensed Software or Comcast Equipment by Customer or a third party without the prior knowledge and written approval of an authorized officer of Comcast; (c) use of the Licensed Software or Comcast Equipment in a way not authorized in writing by an authorized officer of Comcast; and/or (d) Customer's failure to use an updated version of the Licensed Software or Comcast

Equipment which has been provided, or made available, to Customer and (ii) damage to tangible personal property or real property, and personal injuries (including death) arising out of the gross negligence or willful misconduct of Comcast while working on the Service Locations.

6.2 Customer’s Indemnification Obligations.

Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer’s and its users’ use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service, (ii) libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer’s combining or connection of Customer-Provided Equipment to use the Service and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

6.3 Indemnification Procedures.

To the extent a Party may be entitled to indemnification under this Agreement (an “Indemnified Party”), such Indemnified Party shall (i) promptly notify the other Party (the “Indemnifying Party”) in writing of any pending or threatened claim or demand that the Indemnified Party has determined has given or would reasonably be expected to give rise to such right of indemnification (an “Action”) and (ii) cooperate in every reasonable way to facilitate the defense or settlement of such Action. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel’s fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 7. CONFIDENTIAL INFORMATION AND PUBLICITY

7.1 Disclosure and Use. All Confidential Information disclosed by either Party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), be kept by the receiving Party in strict confidence and shall not be disclosed to any third party without the disclosing Party’s express written consent. Notwithstanding the foregoing, (i) such information may be disclosed (A) to the receiving Party’s employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services and rendering the Services (provided that in all cases the receiving Party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure) or (B) as otherwise authorized by this Agreement and (ii) each Party’s confidentiality obligations hereunder shall not apply to

information that: (A) is already known to the receiving Party without a pre-existing restriction as to disclosure, (B) is or becomes publicly available without fault of the receiving Party; (C) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing Party, (D) is developed independently by the receiving Party without use of the disclosing Party’s Confidential Information or (E) is required to be disclosed by law or regulation. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. Notwithstanding anything to the contrary contained in this Article 7.1 or the Agreement, Customer acknowledges and agrees that Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service.

7.2 Publicity.

Neither Party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer without the prior written consent of the other Party. Notwithstanding the foregoing, Comcast may include Customer’s name on Comcast’s customer lists together with a description of Services purchased (financial terms not to be disclosed). If Customer wishes to remove Customer’s name from such list or to limit the foregoing use of Customer’s name, Customer may contact Comcast as set forth in Article 9.3 of these General Terms and Conditions and Comcast will effect such removal.

7.3 Remedies.

Notwithstanding any other Article of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 7, including, but not limited to, injunctive relief.

ARTICLE 8. PROHIBITED USES; USE AND PRIVACY POLICIES

8.1 Prohibited Uses; Comcast Use Policies.

Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for the compliance of its users with the provisions of the Agreement. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. Customer acknowledges and agrees that Customer’s and its users’ use of Services shall be subject to Comcast’s acceptable use policies (“AUPs”) and security policies (together with the AUPs, the “Use Policies”) that may limit Customer’s and its users’ use of the Services. The Use Policies are posted on the Website, and are incorporated into this Agreement by reference. Comcast reserves the right to

act immediately and without notice to (i) terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast determines that such use or information is in violation of this Article 8.1 or the Use Policies and (ii) terminate or suspend the Services in the event of fraudulent use of Customer's Services. Customer acknowledges and agrees that Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of the Services to Customer.

8.2 Privacy Policy. Comcast's commercial privacy policy (the "Privacy Policy") applies to Comcast's handling of Customer confidential information. The Privacy Policy is available on the Website. Notwithstanding the foregoing or anything to the Contrary contained in the Agreement or the Privacy Policy, Comcast is not responsible for any information provided by Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

ARTICLE 9. MISCELLANEOUS TERMS

9.1 Force Majeure. Neither Party nor its Affiliates shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cuts, acts of regulatory or governmental agencies, unforeseeable third party actions, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

9.2 Assignment or Transfer. Customer shall not assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either Party hereunder shall be binding on all successors in interest and permitted assigns of such Party.

9.3 Notices. Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by facsimile (confirmed by first-class mail), or when delivered by overnight express or other express delivery service, in each case, to the following addresses (or to such other addresses as a Party may designate by written notice to the other Party): (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President of Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Cable Law Department, One Comcast Center, 50th Floor, 1701 JFK Blvd., Philadelphia, PA 19103. Alternatively, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: <https://business.comcast.com/landingpage/disconnect> (as the same may be updated by Comcast from time-to-time).

9.4 Amendments; Changes to the Agreement. The Agreement may not be amended except by a written agreement executed by the Parties; provided, that, notwithstanding the foregoing, Comcast may change or modify the PSA(s) and any related policies (including the Use Policies and Privacy Policy) from time to time ("Revisions") by posting such Revisions to the Website. The Revisions are effective upon posting to the Website. Customer will receive notice of any Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If, after such notice, Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revision's impact on such Service(s), then Customer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date, including Termination Charges, if any. This shall be Customer's sole and exclusive remedy for any Revisions. Terms or conditions contained in any Sales Order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect.

9.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. If Comcast voluntarily or involuntarily cancels or withdraws a tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to either Party, the affected Party may terminate the applicable Sales Order(s) upon a minimum thirty (30) days' prior written notice to the other Party, without further liability.

9.6 Entire Understanding; Construction; Survival; Headings; No Waiver. The Agreement supersedes all prior agreement between the Parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to the subject matter hereof. In the event that any portion of the Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of the Agreement shall remain in full force and effect. The rights and obligations of either Party that by their nature would continue beyond the termination or expiration of the Agreement shall survive termination or expiration of the Agreement. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. No failure by either

Party to enforce any right(s) hereunder shall constitute a waiver of such right(s). The Agreement may be executed in counterpart copies. Each Party represents and warrants that the persons who executes the Agreement on its behalf are duly authorized to do so.

9.7 Choice of Law; Compliance with Laws. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

9.8 No Third Party Beneficiaries; Independent Contractors. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.



Northwest Regional Education Service District

April 29, 2022

TO: Board of Directors

FR: Lori Baker, Chief Financial Officer

RE: Request for Proposals – Professional Services

EXPLANATION:

A cross-functional team released a Request for Proposals to solicit professional services vendors to provide temporary employment services allowing for temporary placement of professionals in the following roles:

- Speech and Language Pathologist
- Speech and Language Pathology Assistant
- Occupational Therapist
- Certified Occupational Therapy Assistant
- Physical Therapist
- Licensed Physical Therapy Assistant
- Behavior Consultant
- School Psychologist
- Special Education Teacher
- Qualified Mental Health Consultant
- Licensed Practical Nurse (LPN)
- Registered Nurse (RN)
- Paraprofessional/Educational Assistant

The intent of the RFP was to provide a short-list of approved vendors that NWRESA can select from at its sole discretion to provide services.

The following vendors have been selected to be included on the approved vendor list: AMN Healthcare, Bilingual Therapies, CompHealth, Edu Healthcare, Foxhire/Pediastaff, Presence



Northwest Regional Education Service District

Learning, Maxim Healthcare, ProCare Therapy, Stepping Stones Group, Supplemental Healthcare, The Hello Foundation, and Therapia Staffing.

PRESENTER(S): Lori Baker

SUPPLEMENTARY MATERIALS: Notice of Intent to Award

RECOMMENDATION: Authorize award of contract

PROPOSED MOTION: I move to award professional services contracts to the approved vendor list as presented.



Professional Services

NOTICE OF INTENT TO AWARD

May 11, 2022

This letter serves as the Notice of Intent to Award (NOIA) for the Professional Services of Temporary Agencies. This NOIA signifies that the following vendors were selected by the Evaluation Committee to be recommended to the Board of Directors as the proposers with whom to include on the ESD approved vendor list and to issue contracts: AMN Healthcare, Bilingual Therapies, CompHealth, Edu Healthcare, Foxhire/Pediastaff, Presence Learning, Maxim Healthcare, ProCare Therapy, Stepping Stones Group, Supplemental Healthcare, The Hello Foundation, and Therapia Staffing

This NOIA is subject to execution of written contracts and, as a result, this notice does NOT constitute the formation of a contract between Northwest Regional ESD (NWRES D) and the apparent successful Bidders. The Bidders shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to NWRES D is executed. If the apparent successful Bidder fails to execute a contract with NWRES D, NWRES D may revoke the award and award a contract to the next highest ranked Bidder. NWRES D further reserves the right to cancel this notice of intent to award at any time prior to the execution of a written contract.

Proposers may protest the Award of a Contract, or the intent to Award a Contract if the conditions set forth in ORS 279B.410(1) are satisfied. Proposers must deliver a protest to the District within seven (7) Days after the issuance of this NOIA. The Proposer's protest must specify the grounds for the protest to be considered by the District pursuant to ORS 279B.410(2). A protest must be submitted to the Superintendent by email to dgoldman@nwresd.k12.or.us, hand delivered or mailed to the attention of Superintendent's Office at 5825 NE Ray Circle, Hillsboro, OR 97124.

Any protest must be submitted by 8:00 AM by Wednesday, May 18, 2022.

■ Clatsop County
503-325-2862
3194 Marine Drive
Astoria, OR 97103

■ Columbia County
503-366-4100
800 Port Avenue
St. Helens, OR 97051

■ Tillamook County
503-842-8423
2515 3rd Street
Tillamook, OR 97141

■ Washington County
503-614-1428
5825 NE Ray Circle
Hillsboro, OR 97124

April 29, 2022

TO: NWRESD Board of Directors

FR: Rick Wahlstrom, Director of Facilities & Lori Baker, Chief Financial Officer

RE: Request for Authority to Expend for Columbia Service Center Roof Repair/Replacement

EXPLANATION:

On April 21, 2020, the Board of Directors approved Cardno to be the NWRESD engineer of record for the purpose of providing facility condition assessments. Following authorization, Cardno was contracted to conduct a Facility Condition Assessment and Prioritized Project Plan for the Washington Service Center, Hillsboro Early Childhood Center and Columbia Service Center.

The report recommended replacement of the aged HVAC rooftop units and listed the roof in fair to good condition. Because of recurring roof leaks an analysis of the roof condition was conducted and it was found that approximately 60% of the non-metal portion of the roof was infiltrated by water.

Staff recommends replacing the single ply rolled roofing section of the roof and repairing the metal portion of the roof. The total project cost exceeds the \$150,000 purchasing limit as detailed in Board Policy DJ.

Staff identified an existing governmental contract through Intermountain Education Service District with WTI Tremco for roofing, building envelope and HVAC services and purchasing which NWRESD can purchase through. WTI Tremco and staff conducted a walk through to develop the attached projected cost and scope of work.

PRESENTER(S): Rick Wahlstrom, Director of Facilities & Lori Baker, Chief Financial Officer

SUPPLEMENTARY MATERIALS: WTI Tremco Cost Projection and Scope of Work, [Cardno - Columbia Service Center Facility Condition Assessment](#)

RECOMMENDATION: Staff recommends the NWRESD Board of Directors approve the expenditure of up to \$313,081 for the purpose of repairing/replacing the Columbia Service Center roof through WTI Tremco as defined by ORS 279A.205 and 279A.201, cooperative procurement authorization.

PROPOSED MOTION: "I move to approve the expenditure of up to \$313,081 for the purpose of repairing/replacing the Columbia Service Center roof through WTI Tremco as defined by ORS 279A.205 and 279A.201."

WTI Tremco Cost Projection and Scope of Work

Scope of Work - Columbia Service Center Roof Repair Replacement

- Tear off roof down to structural wood deck, provide unit pricing for plywood replacement, remove
- Replace gutter and downspouts
- Flash (4) new 4x4 and (1) 2x2 pre manufactured curbs, filled with insulation, 1/2" dens deck CB and 2 ply base flashing, curbs are 14" off deck, coordinate with HVAC contractor if temporary flashings are needed
- Install 2 layers of ISO mechanically fastened
- Install blocking on perimeter for new edge metal attachment
- In beads of Tremco low rise foam set 1/2" Dens Deck CB
- Stagger nail new edge metal per SMACNA and add fascia metal to cover blocking
- Apply 2 gal SQ of Endure BIO Adhesive and set 2 plies of Composite Ply HT
- Install PowerPLY Standard FR Granulated Cap Sheet in Endure BIO Adhesive
- Raise corrugated metal panel wall to provide 8" min base flashing
- Base flashings to be 1 Ply Composite HT Backer and 1 Ply PowerPLY Standard FR
- Provide Tremco 20 year QA warranty
- Clean all mastic repairs from 2 large 4x4 vents on metal roof
- Prepare area for coating by cleaning with wire brush and wiping with Acetone
- Install 3 course around all sides of vent flashing with GeoGard Seamsealer and 12" Permafab
- Build up seam sealer on back side of units to promote positive drainage
- Coat repairs with Alumanation 301

Total Cost (with 10% contingency):

\$313,081



Northwest Regional
Education Service District

REPORTS & PRESENTATIONS

Informes y Presentaciones





Northwest Regional Education Service District

May 10, 2022

TO: Board of Directors

FR: Sharif Liwaru, Director of Equity and Family Partnerships (EFP)

RE: ELT: Equity Learning Teams

EXPLANATION:

Strategy 1.1 of our current Strategic Plan is to create Equity Learning Teams with each of our schools, sites, and departments. Our presentation today will share an update on where we are in supporting continued professional learning for all staff and informing policies, practices, and decision-making using this approach.

PRESENTER(S): Lisa Bates (Levi Anderson), Inger McDowell-Hartye (EFP), S. Z. Liwaru (EFP)

SUPPLEMENTARY MATERIALS: "Board Presentation Equity Learning Teams (ELTs)"
[Presentation Slide Deck](#)

RECOMMENDATION: N/A

PROPOSED MOTION: N/A



EQUITY LEARNING TEAMS

Presenters:

Lisa Bates, Levi-Anderson

Sharif Liwaru and Inger McDowell-Hartye

Office of Equity and Family Partnerships

RECENT HISTORY & CONTEXT

- 2020: ELT development becomes key goal in Strategic Plan
- Spring 2021: Transparent design process of ELT structure for FY22 (with Leadership input)
- Summer 2021: ELT Leads get orientation and assemble ELT's

FY22 ELT Purposes

- Equity leadership development.
 - Create a wider circle of diverse equity leadership within departments across the ESD.
- Equity action.
 - Build capacity to take action in service of equity within each department.
- Relationship building (in service of equity).
 - Build a network of teams that can generate cross-department learning, break down silos within the ESD and inform ESD strategy.

NWRESD STRATEGIC PLAN - STRATEGIES RELATED TO ELT WORK...

1. CULTIVATE ANTI-RACISM, MULTICULTURALISM, AND DIVERSE RACIAL PERSPECTIVES IN PROGRAM DESIGN, CONTINUOUS IMPROVEMENT, AND DECISION-MAKING;

STRATEGY 1.1 ALL NWRESD SCHOOLS, SITES, AND DEPARTMENTS ESTABLISH EQUITY LEARNING TEAMS TO SUPPORT CONTINUING PROFESSIONAL LEARNING FOR ALL STAFF AND INFORM POLICIES, PRACTICES, AND DECISION-MAKING

- METRIC 1.1.1 100% OF SCHOOLS, SITES AND DEPARTMENTS ESTABLISH AND SUPPORT EQUITY LEARNING TEAMS
- METRIC 1.1.2 90% OF PARTICIPATING STAFF REPORT EQUITY LEARNING TEAMS ARE EFFECTIVE/HIGHLY EFFECTIVE
- METRIC 1.1.3 80% OF STAFF REPORT THE NWRESD IS AT A LEVEL 4 OR 5 ON THE ANTI-RACIST MULTICULTURAL CONTINUUM
- METRIC 1.1.4 100% OF ADMINISTRATIVE RULES AND STAFF HANDBOOKS ARE REVISED TO ALIGN WITH BOARD POLICY CHANGES RESULTING FROM STRATEGY 1.3.1

THIS PAST YEAR'S WORK



EQUITY LEARNING TEAMS SITES

12 Sites with Teams of 4-8 (a total of 70-85 staff participating):

- Beaverton ECC
- CAS/PAC Academy
- Clatsop Service Center
- Columbia Academy
- Columbia Service Center
- EL/CCR&R Hub
- Hillsboro ECC
- Levi-Anderson
- Lifeworks Day Treatment
- PL/Migrant Ed/Instructional Services
- Tillamook Service Center
- Tualatin ECC
- Washington Service Center

LEADING FOR EQUITY LEARNING SERIES

The series will connect equity learning/ awareness to equity action - through Liberatory Design.

9 two hour Zoom sessions - offered Wednesday and Friday (due to calendaring conflicts) + coaching from OEFP

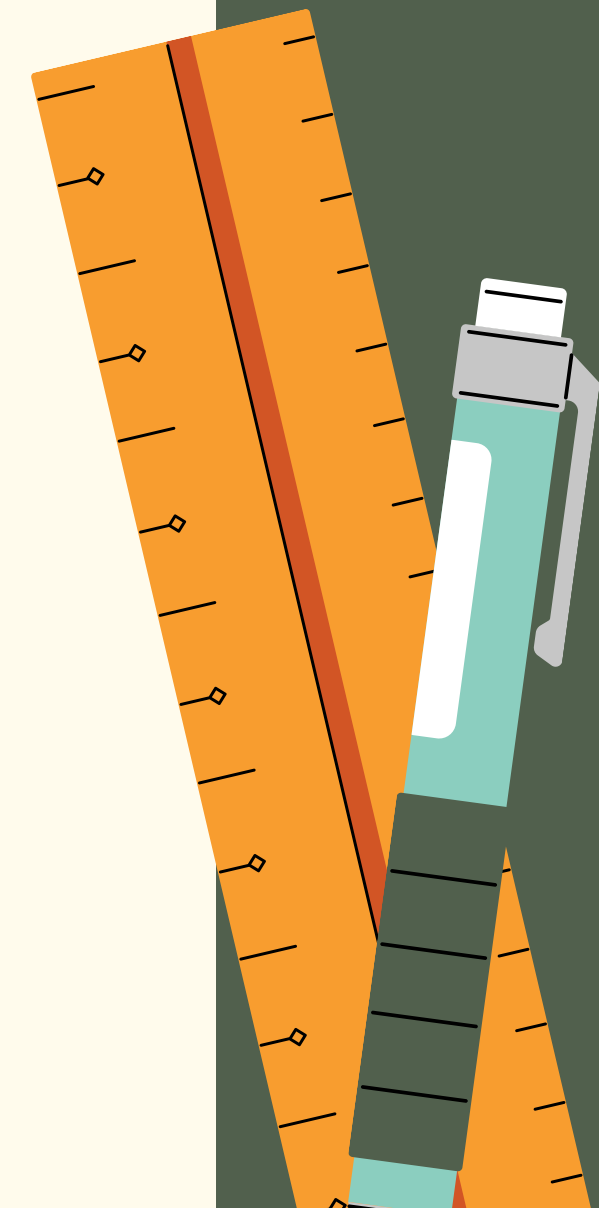
Focus on equity (oppression, bias, intersectional lens on race & disability), leadership in complex systems (Host leadership, See-Engage-Act, Pyramid-Circle), and intro to Liberatory Design.

Applying learning to equity challenges in their departments; invited “learning actions” coming out of every session; and interactive design spaces for each team

CO-DESIGN

Partner with National Equity Project to co-construct ongoing ESD’s equity work supported by Office of Equity and Family Partnership through the directive of the Strategic Plan .

Lisa Bates Levi-Anderson



Some participant reflections from ELT sessions

- I would really like to focus on unlearning ableism with my team. I think as a program we have a lot of work to do... I want to keep asking questions and exploring the big questions we've started to untangle related to intersectional equity issues. -**Session 8**
- Great information and work with the ELT team. Team will need reinforcement and repetition for the information to truly change mindsets.-**Session 8**
- This was my first session and it was great to have a cohesive systemic lens that embraces complexity and discomfort.- **Session 6**
- I enjoyed hearing from everyone about how difficult these conversations are as this made me more at ease.- **Session 5**



Northwest Regional Education Service District

May 10, 2022

TO: Board of Directors

FR: Johnna N. Timmes, Executive Director of Early Learning

RE: Early Learning Updates

EXPLANATION: Please see attached board presentation on the status of our Early Learning Department.

PRESENTER(S): Johnna N. Timmes

SUPPLEMENTARY MATERIALS: Early Learning Update Slide Deck

RECOMMENDATION: N/A

PROPOSED MOTION: N/A

Early Learning Update



NWRESD Board Meeting

May 10, 2022

Johnna N. Timmes, Executive Director of Early Learning



- New ECSE/EI Model Shift
- New Department Name
- New Executive Director
- Labor shortage
- Pandemic

What a year
it's been!

Early Learning

Child Care Resource & Referral (CCR&R)

Training opportunities and career advancement for child care & education providers in Clatsop, Columbia and Tillamook counties.

Early Childhood Special Education (ECSE) Ages 3-5

Special education services such as special designed instruction, physical, occupational, and/or speech and language therapy for eligible children and parent coaching

Early Intervention (EI) Birth to age 3

Services and support for eligible children and their families to help develop the skills needed to learn and grow, parent coaching at home or in other caregiving settings

Early Learning Hub

Kindergarten preparation support for children and their families living in Clatsop, Columbia and Tillamook counties, resources and tools for parents & children from birth through age 5

Northwest Parenting

Regional collaborative delivering parenting education, educational workshops, family engagement opportunities & support for school success to families in Clatsop, Columbia and Tillamook counties.



2,320+

Number of students served in NWRESD Early Learning Department
in 2021- 2022

EI/ECSE ENROLLMENT

WRITE YOUR SUBTITLE HERE

Early Childhood Special Education (ECSE)
Ages 3 to 5
1501 Total Students

Early Intervention (EI)
Ages Birth to 3
697 Total Students

SAIL/STAR

ECSE: 101

Head Start

ECSE: 222

**District
Preschool**

ECSE: 161

**Community
Settings**

ECSE: 474

EI: 11

**Home
Visits**

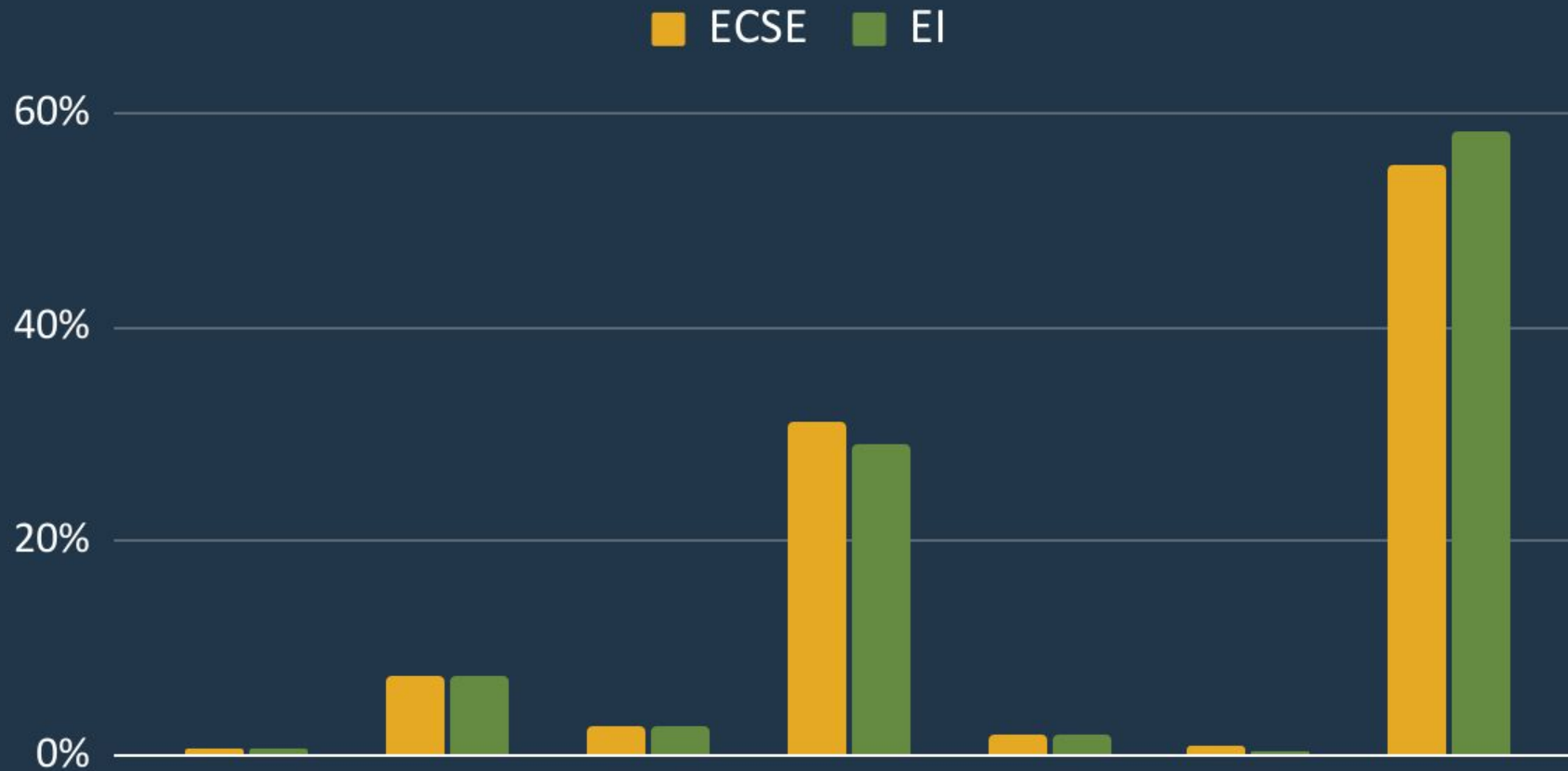
ECSE: 928

EI: 695



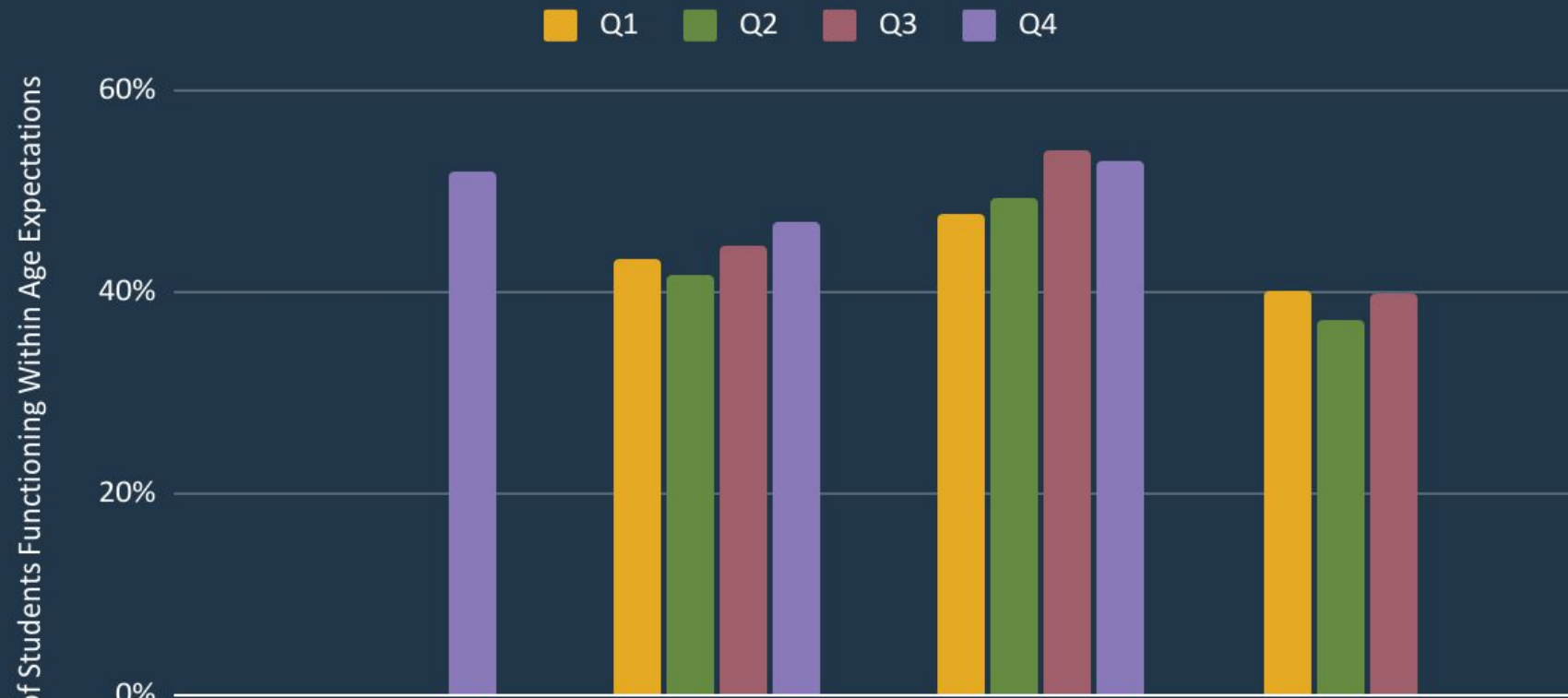
	EI	ECSE
SAIL/STAR	0	101
Head Start	0	222
District Preschools	0	161
Community Settings	11	474
Home Visit	695	928
Total Number of Students	714 - 17 with no placement = 697	1606 - 105 with no placement = 1501

ECSE, EI Enrollment by Race



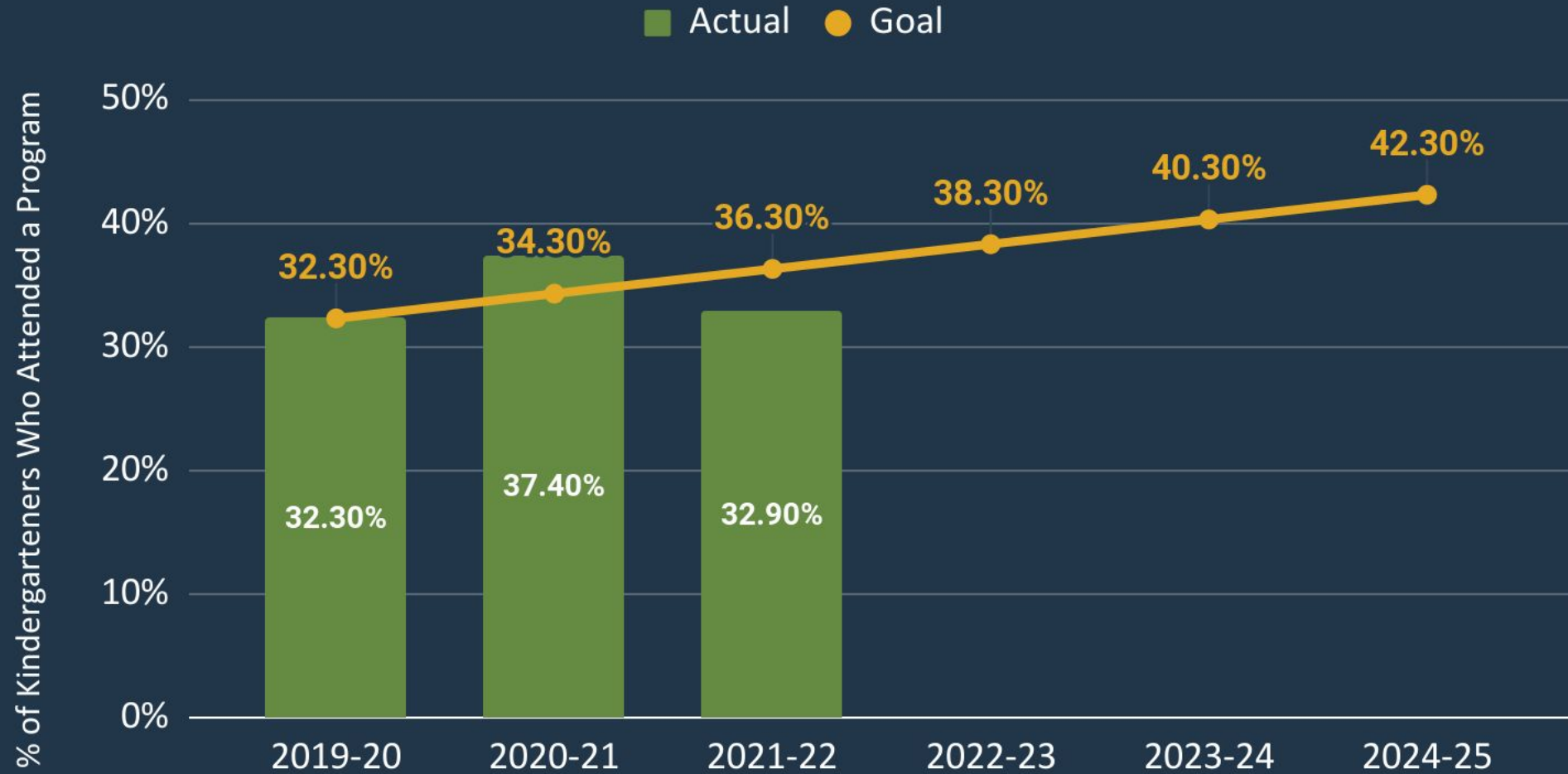
Program	Amer Indian	Asian	Black	Hispanic	Multi	Pacific Is	White
ECSE	0.68%	7.47%	2.80%	31.20%	1.87%	0.87%	55.11%
EI	0.56%	7.42%	2.66%	28.99%	1.82%	0.28%	58.26%

Social Emotional Skills: Assessment, Evaluation and Programming System (AEPS)

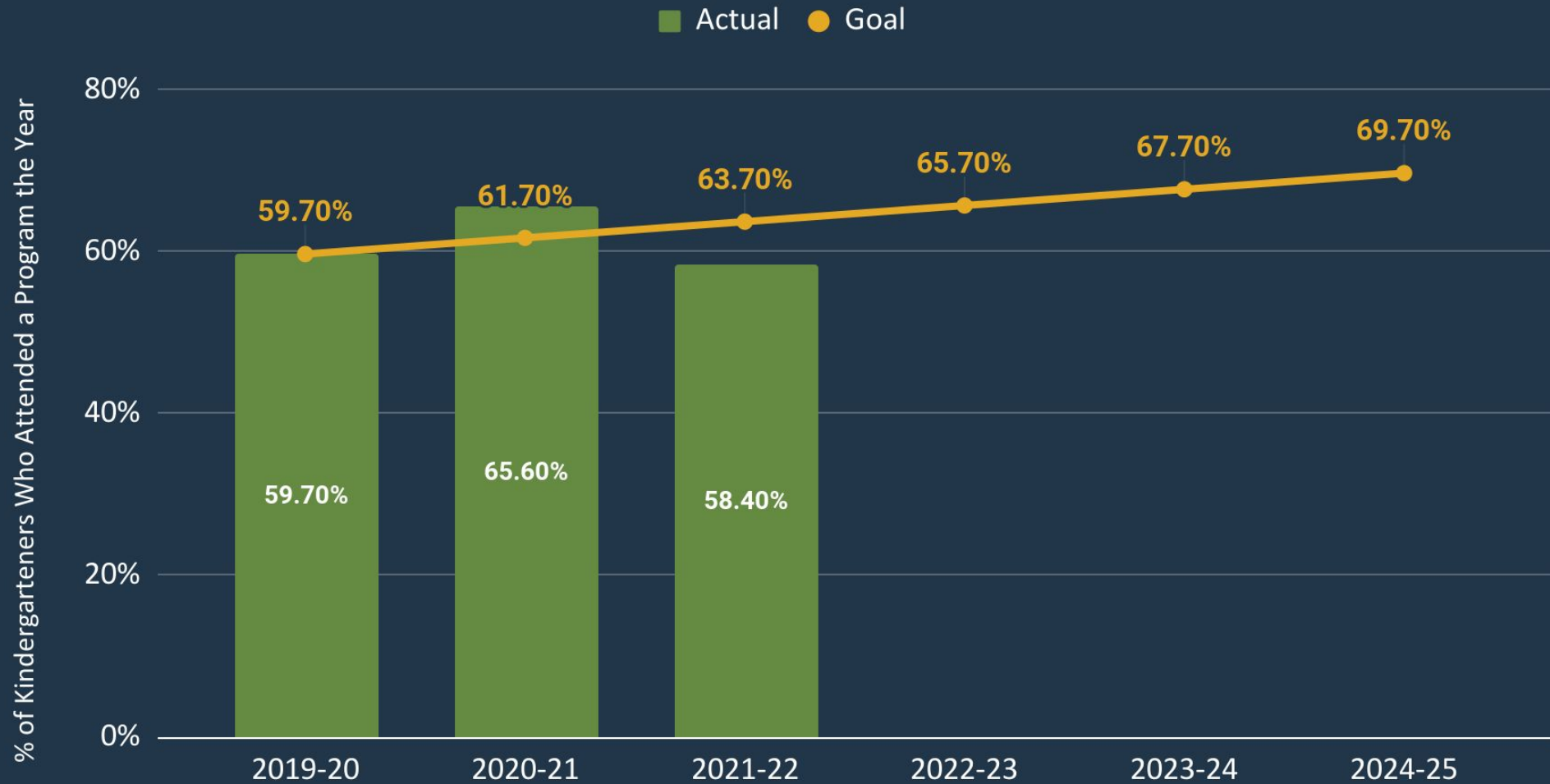


	2018-19	2019-20	2020-21	2021-22
Q1		43.3%	47.6%	40.2%
Q2		41.7%	49.3%	37.2%
Q3		44.6%	54.0%	39.7%
Q4	51.9%	47.0%	52.9%	

Strategic Plan Strategy 3.1.1: Expand Regional Pre-Kindergarten Access for Students of Color



Strategic Plan Strategy 3.1.2: Expand Regional Pre-Kindergarten Access for Students in Special Education





Family & Community Engagement



Communication

- Monthly Newsletter
- 1st Annual Town Hall
- Community Preschool Provider Listening Sessions
- AskEarlyLearning@nwresd.org



Collaboration

- Provide support to district and community preschool classrooms through consultation
- Facilitate social support and identify family resources



Education Series

- Training sessions for parents and Early Child Care providers



Parent Coaching

- Facilitate informal social groups, sibling groups, support groups to help parents connect to ESD program



I have truly enjoyed this school year, despite not being able to keep an assistant. Not a lot of people understand what it takes to be a Family Childcare Provider. Even I did not fully see the possibilities YOU had to offer me! The children I have been exposed to through our relationship have opened my eyes to a whole new piece of my heart I didn't know I had. I LOVE MY JOB! I love the children. Your staff have been so accommodating, interested in me and my needs as the provider to your students, respectful of my time, kind to my other students.

-Venetia Fields,

Family Childcare Provider, Columbia County



Thank You!

For questions contact
Johnna- jtimmes@nwresd.org





May 10, 2022

TO: Board of Directors
FR: Debbie Simons, Chief Human Resources Officer
RE: First Reading of Board Policies

EXPLANATION:

The proposed purchasing policy represents an effort to streamline and simplify the multiple policies so that when purchasing occurs, and represents current statutory purchasing requirements. It provides clear guidelines that are necessary to meet the requirements for responsibly spending public dollars. This policy proposal also incorporates guidelines for equity in purchasing that had originally been proposed in a separate policy so that all of the requirements are incorporated in one policy.

With the updates in DJC; this policy is updated to reflect the process for awarding personal services contracts.

The proposed new purchasing policy has been reviewed by Lori Baker, NWRES D Chief Financial Officer, and the Board Equity Policy Advisory Committee.

PRESENTER(S): Debbie Simons, CHRO

SUPPLEMENTARY MATERIALS: [Policy DJ - ESD Purchasing Policy](#)

RECOMMENDATION: N/A

PROPOSED MOTION: N/A

Northwest Regional ESD

Code: DJ
Adopted: 2/21/2017
Amended: x/xx/2022

ESD Purchasing

The function of ESD purchasing is to provide the necessary supplies, equipment and services for the operation of the ESD. Items commonly used will be standardized whenever consistent with ESD goals and in the interest of efficiency or economy.

The chief financial officer is appointed by the Board to serve as purchasing agent. The chief financial officer will be responsible for developing and administering the ESD's purchasing program. No obligation may be incurred by any officer or employee of the Board unless that expenditure has been authorized in the budget or by Board action ~~and/or or~~ Board policy. ~~In all cases calling for the expenditure of ESD money, except payrolls, a requisition and purchase order system must be used. ¶~~

~~No purchase with the exception of a petty cash purchase or with a purchase card will be authorized unless covered by an approved purchase order. No bills will be approved for payment unless purchases were made on approved orders. All purchases, contracts or agreements obligating ESD funds in excess of \$150,000 will require prior Board approval. ¶~~

The chief financial officer is authorized to issue all other purchase orders, contracts or agreements without prior approval of the Board where formal bidding procedures are not required by law and when current budget appropriations are adequate to cover such obligations.

The chief financial officer will review bills due and payable for the purchase of supplies and services to determine if they are within budget amounts. After appropriate administrative review, the chief financial officer will direct payment of the just claims against the ESD. The superintendent and chief financial officer ~~is are are~~ responsible for the accuracy of all bills and vouchers.

No Board member, officer, employee or agent of this ESD shall use or attempt to use their official position to obtain financial gain or for avoidance of financial detriment for himself/herself, a relative or for any business with which the Board member or a relative is associated.

Procurement Solicitation:

~~The Board authorizes the following authority levels for public contracts:~~

- ~~All public contracts estimated to cost \$150,000 or more in a fiscal year must be approved by the Board.~~
- ~~All public contracts estimated to cost less than \$150,000 in a fiscal year may be entered into by the Superintendent without Board approval. However, either the Board or the Superintendent may enter into emergency contracts under Code DJC, regardless of dollar limits, subject to ORS 294.455.~~

~~Public contracts subject to competitive bids or proposals under Code DJC shall meet competitive bidding standards as follows:~~

~~**Personal Services Contracts:** Includes those services that require specialized technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment, and for which the quality of the service depends on attributes that are unique to the service provider. Bidding standards are as follows for personal services contracts:~~

- ~~Direct Appointment (Under \$100,000). Personal service contracts may be entered into directly with a Consultant if the estimated fee to be paid under the contract does not exceed \$100,000.~~
- ~~Informal Selection (\$100,000 - \$250,000). The selection may be based on criteria including, but not limited to, each proposer's:

 - Particular capability to perform the services required;
 - Experienced staff available to perform the services required, including each proposer's recent, current and projected workloads;
 - Performance history;
 - Approach and philosophy used in providing services;
 - Fees or costs; and
 - Geographic proximity to the project or the area where the services are to be performed.~~
- ~~Formal Selection (Over \$250,000). The use of the formal selection procedures described in OAR 137-047-0255 and ORS 279B.060 will be used to obtain a contract if the estimated fee is expected to exceed \$250,000.~~

~~**Goods and Services:** Includes supplies, equipment, materials and services other than personal services designated under ORS 279A.055 and any personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto, that a contracting agency is authorized by law to procure. Bidding standards for goods and services contracts are as follows:~~

- ~~Small Procurements (Under \$10,000): Public contracts under \$10,000 are not subject to competitive bidding requirements. The District may amend a public contract awarded as a small procurement beyond the \$10,000 limit in accordance with OAR 137-047-0800, provided the cumulative amendments do not increase the total contract price to a sum greater than \$12,500.~~
- ~~Intermediate Procurements (Between \$10,000 and \$150,000): may be awarded according to the processes for intermediate procurements described in ORS 279B.070. The ESD may amend a public contract awarded as an intermediate procurement beyond the stated limitations in accordance with OAR 137-047-0800, provided the cumulative amendments do not increase the total contract price by a sum greater than twenty-five percent 25% of the original contract price.~~
- ~~Procurements greater than \$150,000 will be awarded under a competitive bid process.~~

Diversity, Equity and Inclusion in Procurement:

~~The ESD serves a vulnerable population, and understands that its students learn in many ways through specifically designed curriculum for their learning~~

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- Procurements greater than \$150,000 will be awarded under a competitive bid process.

Diversity, Equity and Inclusion in Procurement:

~~The ESD serves a vulnerable population, and understands that its students learn in many ways through specifically designed curriculum for their learning needs. The ESD's role is to build confidence in its students and fully prepare them for a future of self-sufficiency and independence by modeling diversity, equity and inclusion for them.~~

~~The ESD recognizes its commitments to increase access and remove barriers in our procurement process so that the utilization of Minority, Women, and Emerging Small Business (MWESB) community and other underrepresented communities reflects the diversity of our community. All purchases will be made in accordance with existing policies, laws and regulations.~~

~~The ESD is committed to a procurement strategy that provides opportunities to small businesses, and to achieve racial and gender equity in contracting.~~

~~The ESD endeavors to build upon and diversify its contractor base:~~

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~~The ESD is committed to a procurement strategy that provides opportunities to small businesses, and to achieve racial and gender equity in contracting.~~

~~The ESD endeavors to build upon and diversify its contractor base:~~

- ~~● ESD staff will engage in conversations~~ staff will engage in conversations ~~where feasible~~ where feasible ~~with certified MWESB firms, local MWESB Organizations, disabled veteran organizations and individual business community leaders to encourage them to participate in the ESD's procurement bid and proposal processes.~~ with certified MWESB firms, local MWESB Organizations, disabled veteran organizations and individual business community leaders to encourage them to participate in the ESD's procurement bid and proposal processes.
- ~~● The ESD~~ with certified MWESB firms, local MWESB Organizations, disabled veteran organizations and individual business community leaders to encourage them to participate in the ESD's procurement bid and proposal processes.
- ~~● The ESD shall~~ shall develop ~~develop~~ procedures that focus on practices encouraging inclusion of the MWESB community and other underrepresented communities. ~~ESD staff will assist MWESB firms with understanding the ESD's contract selection and procurement processes.~~

- ~~The ESD will rely on the State of Oregon MWESB certification program to define MWESB and verify certification through the State of Oregon Certification Office for Business Inclusion and Diversity (COBID) database. Utilization of self-defined MWESB companies will also be considered, and those companies will be encouraged to obtain COBID certification, to allow for greater access to procurement opportunities with local government entities exclusively using COBID to identify MWESB contractors.~~
- ~~The ESD will use appropriate standards to document MWESB purchasing. The Superintendent will establish these standards and may amend them from time to time in accordance with this policy.~~
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- The ESD will use appropriate standards to document MWESB purchasing. The Superintendent will establish these standards and may amend them from time to time in accordance with this policy.

END OF POLICY

Legal References:

- ~~—~~ ORS 244.040
- ~~—~~ ORS Chapters 279A, 279B, 279C
- ~~—~~ ORS 294.311
- ~~—~~ ORS 328.441 to 328.470
- ~~—~~ ORS 334.125
- ~~ORS 670.600~~
- ~~OAR 459-010-0030~~
- ORS 670.600
- OAR 459-010-0030
- ~~—~~ OAR 125-055-0040



Northwest Regional
Education Service District

ADMINISTRATIVE REPORTS

**Informes
Administrativos**



Communications Board Report

Prepared by Kelsey Cardwell | May 2022

Communications by the Numbers from January 1, 2022 to **May 2, 2022**

55 news stories published to the website

These stories promote professional learning opportunities for regional educators, celebrate the achievements of our employees and provide important information to families in our programs. [Read the latest NWRESD news.](#)

407 email/SMS bulletins delivered to 117,348 inboxes*

- 9,806 people clicked on links in our emails. Top five links are:
 - [Survey on NWRESD Mask Requirements](#) in the [IMPORTANT: Your input needed on mask requirements at NWRESD bulletin](#) (967 total clicks)
 - Staff Survey, link has expired, in the [Please share your thoughts](#) bulletin (365 total clicks)
 - [Careers Page](#) in the [Job Changes and Opportunities](#) bulletin (330 total clicks)
 - [Professional learning event](#) in the [Autism at School: We've Got This!](#) bulletin (184 total clicks)
 - Staff web portal in the Upload proof of booster status bulletin, links unavailable (182 total clicks)
- 2,002 people read our bulletins via links sent out by SMS
- 174 people clicked our Facebook post shares of our bulletins
- 268 people clicked our Twitter shares of our bulletin

Note that those resources with the most clicks doesn't always mean they are the best. Our schools produce a lot of news that's meaningful and curated for small, specific audiences. At the same time, we find it interesting to reflect on the messages from NWRESD that have the furthest reach.

**Does not refer to unique inboxes. Each time someone receives a message from us to their inbox, it's counted in this measure.*

NWRESD Foundation Updates

- Learn how the NWRESD Foundation helped Hillsboro Early Childhood Center create a more inclusive playground for educators and students with physical disabilities. [Watch the video they recently produced.](#)
- [Read about this year's grant recipients supported through the NWRESD Foundation.](#)

Recent News

- Licensed Appreciation Week is May 2 through May 6. [Read several stories about how NWRESD licensed team members are changing lives.](#)
- Each month, we help produce two external newsletters. The Monthly Messenger goes out to staff, component district educators and school boards, community partners and other interested community members. The Early Learner goes out to EI/ECSE families, community preschool partners, and other interested community members. Read the latest issues and [encourage others to sign up to receive our news: April Messenger; March Messenger; April Early Learner](#); Town Hall, Occupational Therapy Month and Outside Fun; [March Early Learner](#); Resources for Talking About Ukraine, Finding the Right Preschool and Survey for Families and Preschool Teachers

May 2022

Equity and Family Partnerships

Administrative Report

Introduction

The Office of Equity and Family Partnerships' purpose is to deepen NWRESD's commitment to and accomplishment of equity and antiracism.

Strategic Plan

We are developing and implementing tactics and steps to accomplish the strategies of the Strategic Plan goals.

Professional Development Support

Racial Equity Facilitator Training - Utilize culturally relevant, research-based practices for designing and delivering instruction

- To enhance our ability to sequence and facilitate racial justice transformative learning, the staff of Equity and Family Partnerships are participating in several training series. Through National Equity Project we are participating in *Coaching for Equity*, *Designing & Facilitating Meetings for Equity*, and a special *Leading for Equity* cohort for people of the global majority.
- Another opportunity for us was participating in a three-part series, *Teaching Civility in Uncivil Times*. In this three-part training, participants discussed the importance of equality and justice. We explored the difference between intent and impact while practicing ways to speak up/interrupt during difficult conversations.
- Equity Literacy Institute and Due East Educational Equity Collaborative offer an advanced version of their equity facilitator training. They invite only people who participated in their 12-hour Racial Equity Facilitator training that they offer each February and October; which we have. Since this is just for those participants, it means we get a smaller, more intimate group. We talk about things like setting the foundation for equity-related professional learning, navigating through thought and language evolution (People of Color? BIPOC? People of the Global Majority?), attending to our own and one another's well-being as people doing this work, and more.

From Informing to Empowering

Community Engagement - Develop authentic, reciprocal, and inclusive partnerships with our diverse students, families, and community partners

We continue to develop strategies and systems of support for community engagement. A primary purpose of community engagement is increasing the impact on decision-making and implementation of lessons, programs, procedures, and policies. ODE worked with their SIA support

team to create a Community Engagement Toolkit. This is an introduction to a key framework to see and move deeper across six different levels of community engagement. It's kinda like the Antiracist Multicultural Continuum in that sense. This framework provides practical and proven approaches to community engagement that guides any team who is responding to the equity lens' call for inclusive voices from our communities.

Many current relationships can be categorized as *informing* (early on the continuum), with perhaps a feedback loop to hear from the community about what information they are getting. This consulting can be increased to a more robust and formalized process. Our strategies being enhanced will help NWRESD and our component districts move past *consulting* to *involving* and even *collaborating* (later in the continuum) with our various communities, community organizations, and families. The end goal is *empowering* or recognizing that the power and leadership around community engagement is from the community.

Submitted on behalf of the office of
Equity and Family Partnerships by:
Sharif Liwaru, Director
szliwaru@nwresd.k12.or.us

May 2022 Fiscal Report

Regional Business Officials Meeting:

NWRESD hosted a meeting with business officials in April, with presenter Julie Fahey, Audit Partner from Talbot, Korvola & Warwick (TKW). Julie covered topics related to recent accounting standards, including the steps Business Managers need to take in order to ensure that their financial statements continue to comply with government accounting requirements. We had attendees from nearly all of our districts. The business officials meetings for the remainder of the school year have been scheduled, and include a variety of guest speakers providing updates on finance related topics. We also host bi-weekly meetings with our smaller districts, to provide a forum to discuss issues and provide support in fiscal processes.

Strategic Plan Update:

The Fiscal team is continuing to focus on our department goals in support of the Strategic Goal Collective Commitment 6.4 and 6.5 related to budget control.

Budget Update:

The Fiscal team has completed the proposed budget document, which will be presented to the Budget Committee for approval on May 10th. After approval of the proposed budget, the Board will consider adoption of the budget at a public hearing in June.

The Fiscal team has also provided budget development support at Jewell School District, Nestucca Valley School District, Vernonia School District, and Knappa School District.

Facilities:

Our Facilities team received a contribution of 87 adjustable desks and matching two-drawer file cabinets, from the Workplace Design + Connectivity group at Nike, which will provide updated furniture for our teachers at Columbia, Cascade and Pacific Academies.



Northwest Regional Education Service District

TECHNOLOGY BOARD REPORT

Prepared by Stuart Long

Post COVID Audio-Visual Upgrades at Service Centers

As we enter our (hopefully) post-COVID landscape; one of the items that has remained constant is the fact that online and hybrid meetings will be playing a larger role in our daily work than prior to the pandemic. In anticipation of this shift in work practice, Technology Services solicited audio-visual vendors via an RFP last summer. After several delays and multiple shipping

disruptions we finally had the first systems installed this month.



The vendor installed twelve total systems in team sized meeting rooms in our service centers and in our major Washington County school and early childhood sites. The systems in these rooms include a 65" TV, a Logitech Camera with built in speakers & microphone, and all of the cabling needed to connect to laptop computers.

In our next round of installations, beginning in May, our partner vendor will be installing in our larger conference rooms. This includes most of the major conference rooms at the service centers. These rooms, after the upgrades, will all include new or upgraded projectors, screens, speakers, microphone, and camera systems. In our final round starting this summer the vendor will be upgrading our largest conference rooms at the Washington Service Center with customized systems to handle the wide variety of uses in those rooms. Each of those rooms will also be upgraded with new projectors (where needed), screens, cameras, speakers, and mic systems as well as all of the system controls needed. We look forward to working with other ESD staff to put these systems to use hosting hybrid meetings in the months and years ahead!



The Early Learning Digest

News from Executive Director Johnna Timmes

Early Learning Board Report Prepared by Johnna N. Timmes May 2022

First Annual Town Hall Meeting

Johnna hosted the Early Learning Department's first annual Town Hall on April 13, 2022 for staff and a second session on April 20, 2022 for families, partners and interested others. 200 attendees heard about the many accomplishments the program has achieved this year and focused goals for next year in the continuation of providing high quality early learning special services to children and families.

New Communication Tool

As of May 1st, we have AskEarlyLearning@nwresd.org, a new email for parents, families and community partners and other stakeholders to ask questions and provide input as a better way for two-way communication. So, if you want to connect, AskEarlyLearning@nwresd.org.

We're Hiring!

'22-'23 is already shaping up to be an exciting year of growth. Once final budgets are approved, the Early Learning Department will be recruiting for multiple positions. Because of the increased state investment in EI/ECSE to raise and maintain adequate service levels for children in our programs, we will be expanding our workforce to include family resource specialists and more related services professionals, teachers and instructional assistants. With more staff comes more distributed leadership and supervision needs, as well. So, we are also hiring new administrative positions; a Director of Early Learning and Asst. Principals.

Washington County Updates

The Hillsboro Early Intervention team began offering two different parenting education series in April. This is the second Project Impact series (series aimed at supporting development in children with social communication delays) offered this year and the first Hanen Target Words series (a series designed to encourage expressive language skill development). Both series include group instruction that serves as both educational and social support for parents, and individual coaching sessions to ensure follow through and generalization to different settings, materials and people. Both groups filled quickly and parents are appreciating the information and support. Staff offer these series in the evening and this work is above and beyond caseload expectations.

A small group is working on improving the EI to ECSE transition process. They are primarily focusing on helping parents identify and access inclusive resources and supports in their community. The hope is more families will transition to ECSE enrolled or accessing inclusive early care and education programs.

Instructional Coaches

The Instructional Coaches (IC) Team had a good month finalizing plans for the remainder of the '21-'22 school year and preparing for the start of the next school year in July.

- **Student Intervention Team (SIT):** There are 48 active SIT cases (36 in Washington County and 12 in the outer counties) and 69 have been successfully resolved since September '21. The IC team is planning a “Reflect and Celebrate” event for those who have been instrumental to the process this year. This event will give the SIT facilitators an opportunity to reflect on what has been successful and what improvements can be made to best serve our students, families and providers.
- **PD for ESD and Community Providers:** This month the IC team collaborated with our PD team to organize and lead sessions on the topics of supporting children with Autism and preventing and managing challenging behaviors in childcare settings. The team made a change in how trainings are provided, shifting to a model where content is presented in separate Spanish and English sessions. The goal is to provide high-quality training opportunities for all participants and this change to our delivery model will help the team work towards equitable opportunities for all providers.
- **Scope-and-Sequence:** The IC team spent time outlining a new scope-and-sequence for onboarding and providing training opportunities for new and seasoned staff during the upcoming school year. The team successfully implemented an onboarding plan this past year, and will be making changes to meet the needs of the high number of new staff that will be joining the ESD in the summer and fall. The main topics to be addressed will be:
 - Parent coaching: revisiting the Routines-Based Interview (RBI) model and Practice Based Coaching (PBC)
 - Interpreting data to intentionally write IFSPs and IFSP goals based on family and child needs
 - Selecting and implementing evidence-based interventions to address goals
 - Collecting meaningful data and making data-informed teaching decisions to make instructional changes

Northwest Early Learning Hub

The Governance Council met on April 22nd and included an agenda to highlight a community partnership, approve a budget reallocation item, and receive a presentation on Preschool Coordinated Enrollment in our region. Courtney Johnston from Warrenton Public Library joined to highlight our partnership with the library to build more opportunities for indoor play for children & families. Courtney's program is a pilot site for using a rigamajig kit to support more parent and child play together.

The Council approved a process to reallocate \$220,000 back to the community through grants. Hub staff are working with a small grant subcommittee to release a grant application and rubric

on May 2nd. These are one time funds that have rolled over from previous fiscal years. There will be flexibility in how the funds can be used but any grant proposals will need to align with the guidelines approved by Hub Governance.

Those guidelines are:

- Proposals should support and align with the goals and objectives of NW Early Learning Hub
- Proposals should center prioritized populations outlined in our [NW Early Learning Hub Regional Early Care and Education Sector Plan](#)
- Proposals should be highly collaborative and leverage partnerships with additional community organizations
- Proposals should clearly articulate how the project will be sustained beyond this grant.

Preschool Coordinated Enrollment

In [Clatsop](#), [Columbia](#), and [Tillamook](#) counties, preschool coordinated enrollment has officially begun its recruitment season for the 2022 - 2023 school year. In partnership with Northwest Regional ESD, Community Action Team Head Start, School Districts and Preschool Promise partners, a new [free preschool website](#) and [online application](#) launched on April 1st.

One of our goals for the new school year was to create easier access for parents to have the resources to learn all of their options with preschool. To do this we were able to launch SchoolMint and updated our website to include more in depth descriptions of the programs we work with. SchoolMint is a way for us to facilitate the process of enrollment for families interested in preschool by replacing our previous Google form application. As well as allowing the Hub to have an easier process to share information with our preschool and head start partners. Families are able to apply for the programs they are interested in and upload the documents needed for verification. Our partners have access to see the applications submitted, as well as any notes written by the Hub on any communication with the family. Since the launch of SchoolMint, we have had 45 families submit applications, with 33 families submitting applications with all documents present for verification and 23 families who have started their application but have not yet submitted it. Understanding that not all families have the ability to fill out the SchoolMint form from lack of internet or computer/cellphone access, we also support families in getting a paper version of the form and/or assistance directly from the Hub to fill that out on their behalf with their consent.

Northwest Parenting

NW Parenting helped put on the Columbia County Early Learning Fair at St Helens Parks and Rec new community building. About 40 families attended where they could play and interact with BlockFEST and [Hands & Heart Interactive Entertainment](#). Community partners attended to share resources and information with families.

NW Parenting will now be sending out quarterly Newsletters! Stay up to date with our upcoming workshops and evidence based parenting support. Sign up [HERE](#)

Check out the [calendar](#) for more events!

BOARD REPORT | INSTRUCTIONAL SERVICES



Northwest Regional Education Service District

NEW SENIOR LEADERSHIP TEAM FOR INSTRUCTIONAL SERVICES

After a rapid expansion of state contracts, grant funding, and new investments in education, our Instructional Services team has grown to roughly 70 permanent team members. Many of these educators deliver professional learning to their peers in 20 school districts across northwest Oregon. Others provide direct support to families and students through migrant family services, outdoor education, and other innovative educational programming.

Three Directors will join Megan McCarter and a soon-to-be-hired Outdoor School Principal on the Senior Leadership Team that will support department programs and plan with partners for how to continue to improve services to districts, students, and communities.

"These leaders rose to the top of an unbelievably large and qualified field," says Dan Goldman, superintendent. "We look forward to reaching more teachers, families and students through the growth of this team's already expansive offerings."

Please see the [press release linked here](#) highlighting the great skills and knowledge this new team will bring to NWRESA.

Jerome Townsend
Director of Instruction



Ryan Blasquez
Director of Instruction



Rosa Gilbert
Director of Student and Family
Support Services



OREGON SUMMER LEARNING GRANTS

In 2022, the Oregon State Legislature committed an additional \$50 million for summer learning programs provided to community-based organizations across the state through [grants administered by the Oregon Association of Education Service Districts \(OAESD\)](#).

The focus of these grants is to prioritize student communities who have been historically underserved including students experiencing disabilities. Grant recipients are encouraged to use these funds to reduce or remove barriers to student participation for these groups. Funds are designed to continue the equity work started in 2021 and mitigate the impacts of the pandemic on those student communities most affected.

NWRESD is working with the OAESD to support and award Community Based Organizations (CBOs) with Summer Learning Grants throughout our region. Megan McCarter has served on the OAESD Summer Learning Grant Design Team, working with ESDs across the state over the last month to help create the grant RFP, application, and awarding process. Our regional team hosted an information session for CBOs last week and is supporting regional CBOs throughout the application process. Our team screens applications and sends forward award recommendations to OAESD. We are excited to support our regional CBOs with funding to serve our historically excluded students this summer with the enriching opportunities they deserve.

DIVERSE EDUCATOR PATHWAYS

The Diverse Educators Pathways (DEP) program, which launched its first cohort in the 2018-2019 school year has served 212 total participants to date. The program has seen exponential growth, serving 89 participants over the last two cohorts (up from 15 and 19 participants respectively during the first two cohorts) This rapid expansion is due to the establishment of Connectors in each of the participating districts. Connectors recruit students for the program, serve as mentors for Pathways participants, and run affinity spaces to build community and further support participants. Of the 212 participants to date, 122 have started as high school students, 77 as classified staff members, and 13 as community members.

This summer, Dominique Austin, DEP's Higher Education Liaison, will be supporting a Multicultural Education course taught out of Tillamook Bay Community College and a Foundations of Education course out of Clatsop Community College that DEP participants can take for college credit. Additionally, as highlighted in last month's board report, DEP participants will engage in paid internships this summer in collaboration with the NW STEM Hub and trusted community partners within Tillamook county.

As DEP looks forward into year 5, the program is excited to continue to develop Connectors within districts to support students, staff, and community members in working toward a career in teaching.

MIGRANT EDUCATION DC TRIP & GRANT WINNER

Migrant Students visit Washington DC

The majority of students in the Migrant Education Program live in multigenerational “mixed status” households, with many migrant students serving as the first generation in the U.S. As a result, migrant students often struggle with understanding systems in the U.S. such as how our government works, civic engagement and leadership, and how these factors intersect with their lived experiences and their potential to engage their communities through civic leadership. Migrant high school students across our region have repeatedly expressed interest in learning more about how the U.S. government in Washington D.C. operates, and how they can influence or shape the way the our government supports them. As one of our student participants said: “My parents came to this country for better opportunities and to give us a better life. The sacrifices they have had to make, like not being able to communicate with others because of language barriers, having lack of insurance, not having good resources, and so many other things are why I want to make my community a better place for all. I hope to learn more about how I can make a positive change in my community and improve the world that I live in.”

This month the Migrant Education Program will fully support fifteen high school students, hailing from seven school districts, on a week-long trip to Washington D.C. through the Close Up organization. Our itinerary will include visits to the National Museum of the American Indian as well as several sites of historical significance such as the Lincoln and Martin Luther King Jr. Memorials. Students will participate in workshops on American political values, current issues, a mock congress event, and civic action seminars. We will also visit Capitol Hill to meet our representative members of Congress. Upon their return, participants will collaborate across school districts to develop and implement a community improvement project focused on a migrant need they have identified.

Grant Award Winner - NWRES D Foundation

The Migrant Education Program has been awarded a grant in the amount of \$2,430 from the Northwest Regional ESD Foundation to support our “Cuéntame un Cuento” (Tell Me A Story) pilot program. This grant will provide 27 kindles to families who receive services through Northwest Regional Education Service District’s Migrant Education Program. Many families in the program face significant barriers to accessing reading materials in Spanish, especially families who live in rural areas. Every parent who receives a kindle will also receive a tutorial from staff about how to use it and regular check-ins to make sure everything is functioning correctly. Each recipient will also be connected with their local library’s digital offerings as well as other digital resources. The kindles will enable parents to read books with their children at home in their first language.

Special Student Services

Monthly Board Report

May 10, 2022

Cathy Jensen, Executive Director K-12 Special Education

cjensen@nwresd.k12.or.us

Community Partnership

The Groner Deaf/HH Classroom will soon be the recipient of a new sign for their classroom. A woodworker in Forest Grove is creating the sign that will be personally painted by each student and staff member within the classroom.



Professional Learning

In April the Autism team offered an ADOS-2 training to a full house with Dr. St. John, from the University of Washington. The ADOS-2 (Autism Diagnostic Observation Schedule) is considered to be the "gold standard" in standardized ASD evaluation tools.

On April 20th, Tina Meier-Nowell, Statewide Autism Professional Learning Team's (PLT) Chair, offered the PLT's first virtual conference to 500 registrants. This conference included presenters from Regional Inclusive Services programs throughout the state and community partners from ODE's Transition Technical Assistance Network. The Autism Society of Oregon and FACT Oregon also attended. The keynote speaker, Emily Rubin, was a rousing success in her talk entitled "Finding the "Fuel" for Learning in Inclusive Settings - The Importance of Social Emotional Engagement." Feedback was overwhelmingly positive.

Educational Equity

At both the School Psychology and Motor Teams' April meetings, staff reviewed the data dashboard that NWRESD's data specialist, Brian Bain developed, in order to reflect on a variety of data points regarding special education eligibility identification, race and ethnicity, and other factors disaggregated by district, county, and across the NWRESD region. The teams appreciated the opportunity to review this information in order to inform their practice and consider the implications for their future work within their school districts.

Social Emotional Learning School Highlights

Students at Columbia Academy are focusing on leadership and service. They have recently started a series of hands-on activities to create sensory integration tools for coping skill boxes such as glitter slime. With warmer weather, each class is focusing on developing the positive behaviors and friendship skills they can use on the playground. The school's nurse Mr. Tannler, who is fluent in American Sign Language, is also helping the middle school students bolster their communication skills by learning about non-verbal cues.

Staff Highlight

The Special Student Services department is proud of the work of Dr. Cara Olson-Sawyer, who successfully defended her dissertation at Portland State University in April. Cara's research focused on improving student outcomes through professional development for paraeducators.



Northwest Regional
Education Service District

ACTION ITEMS

Acciones





Northwest Regional
Education Service District

FINANCIAL REPORT

Informe Financiero





Northwest Regional Education Service District

April 29, 2022

TO: Board of Directors

FR: Lori Baker, CFO

RE: Monthly Financial Update

EXPLANATION: Financial Summary report for period ending March 31, 2022

PRESENTER(S): Lori Baker, CFO

SUPPLEMENTARY MATERIALS: Attached to this cover sheet:

Summary Financial Statements – March 31, 2022
Quarterly Assurances – March 31, 2022

RECOMMENDATION: The administration recommends the approval of the monthly financial report and quarterly statement of assurances as presented.

PROPOSED MOTION: I move to accept the monthly financial report and quarterly statement of assurances as presented.



Northwest Regional Education Service District

Financial Report as of March 31, 2022

The NWRESD Financial Summary as of March 31, 2022, is organized by fund and function with projected budget variances for the current fiscal year and includes actual financial results for the previous two years. For 2021-22, the report includes the adopted budget, year-to-date actual results, projected revenue and encumbered expenditures for the remainder of the fiscal year, forecasted results for the full fiscal year (which represents the actuals to date plus the projections and encumbrances for the remainder of the year), and the anticipated variance to budget.

General Funds

Total Operating Revenues. For 2021-22, total operating revenue is \$47,247,270 as of March 31, and represents 86.2% of the current budget of \$54,786,161. The total forecasted 2021-22 operating revenue is projected to be \$54,632,665, which is a negative variance of \$153,496. These projections are based upon historical trends and other known information as of the date of this report.

Property Taxes and Timber Revenue: As of March 31, \$13,585,987 of property taxes and timber revenues have been received. This year-to-date revenue reflects the initial collections on current year property taxes and receipts of prior year taxes. Current year property taxes are due in November, and the majority of collections occur annually in November and December. NWRESD has a permanent rate 0.1538 per \$1,000 of assessed value. Receipt of state timber fees are expected in the fourth quarter of the fiscal year. For the year, property tax revenues are forecast to be \$135,987 higher than budget, which impacts the anticipated variance in State School Fund revenues noted below.

State School Fund: The first nine installments of the state school fund revenues (SSF) have been received, and total \$31,183,060. ODE updated estimates in March 2022, and estimates include updates to anticipated property tax revenues, which result in NWRESD receiving less SSF than budgeted. The SSF calculation reflects both state support and the revenues that districts receive from property taxes. In total, forecast state formula revenues (property tax, timber and SSF) align with budget.

Other Local Sources: Other local sources include fees charged to grants, services provided to other funds, interest earnings and other miscellaneous revenues. Other local sources are projected to be less than budget for 2021-22, due to lower than anticipated grant overhead receipts for the fiscal year.

Total Operating Expenditures. For 2021-22, total operating expenditures are \$52,168,518 through March 31, and represent 94.1% of the current budget of \$55,453,161. Total forecasted 2021-22 operating expenditures are projected to be \$54,568,518, which is a positive variance of \$884,643. These projections include actual expenditures through March 31 plus encumbrances.

Other Uses: Other uses includes transfers to other funds, which is primarily transfers to the Agency Funds for Local Service Plan support of component school districts.

General Fund Balance. The beginning fund balance is the audited amount of \$5,537,875, which is higher than budget by \$1,250,875. The forecast ending fund balance of \$5,601,174, is 9.3% of forecast revenue, and exceeds the Board policy amount of 8% by 1.3%.

All Other Funds

Other funds are comprised of Special Revenue Funds (200s) which include Federal and State grant programs, Capital Project Funds (400s) which are used to replace, repair or acquire facilities or capital equipment, and the Enterprise Funds (500s) which are intended to provide goods and services to students or the general public on a continuing basis, and are financed or recovered primarily through user charges.

Operating Revenues. For 2021-22, total operating revenue is \$50,302,968 as of March 31, and represents 51.1% of the current budget of \$98,465,580. The total forecasted 2021-22 operating revenue is projected to be \$84,532,968, which is a negative variance of \$13,932,612. Of the negative variance, \$1,000,000 reflects other sources budget for property sale projected to occur in 2021-22. The property sale was completed in fiscal year 2020-21. Negative variances are also anticipated in federal and state sources, due primarily to the timing of spending of grant funds. These funds are anticipated to carryforward for spending in the upcoming fiscal year. The projections are based upon historical trends and other known information as of the date of this report, and will continue to be updated as we obtain more information related to grant awards through the year.

Operating Expenditures. For 2021-22, total operating expenditures are \$58,059,649 through March 31, and represents 56.4% of the current budget of \$103,009,806. Total forecasted 2021-22 operating expenditures are projected to be \$84,709,649, which is a positive variance of \$18,300,157. These projections include actual expenditures through March 31 plus encumbrances, and are reflective of the timing of spending of grant funds noted in Operating Revenues above.

FY 2021-2022 NWRESD FINANCIAL SUMMARY

For the Period Ending March 31, 2022

GENERAL FUNDS (100-199)	2019-20 Audited Actuals	2020-21 Unaudited Actuals	Adopted Budget	2021-22 YTD Actuals through Current Month	Add: Rev Projections/Exp Encumbrances	Forecasted through 6/30/2022	Variance Fav / (Unfav)
RESOURCES							
Operating Revenues							
State School Fund Formula:							
Property Taxes/Timber	\$ 12,997,873	\$ 13,625,341	\$ 13,450,000	\$ 13,585,987	-	\$ 13,585,987	\$ 135,987
SSF	36,249,998	37,730,704	37,589,661	31,183,060	6,303,395	37,486,455	(103,206)
Other Local Sources	3,154,763	3,014,149	3,151,500	2,025,177	925,000	2,950,177	(201,323)
Intermediate Sources	5,160	26,203	-	8,046	7,000	15,046	15,046
Other State Sources	-	248,000	-	-	-	-	-
Other Sources	236,176	282,947	595,000	445,000	150,000	595,000	-
Total Operating Revenues	\$ 52,643,970	\$ 54,927,344	\$ 54,786,161	\$ 47,247,270	\$ 7,385,395	\$ 54,632,665	\$ (153,496)
Beginning Fund Balance	3,928,173	4,535,509	4,287,000	5,537,027	-	5,537,027	1,250,027
TOTAL RESOURCES	\$ 56,572,143	\$ 59,462,853	\$ 59,073,161	\$ 52,784,297	\$ 7,385,395	\$ 60,169,692	\$ 1,096,531
REQUIREMENTS							
Operating Expenditures							
Support Services	\$ 7,849,318	\$ 6,852,566	\$ 8,140,211	\$ 5,783,298	\$ 1,700,000	\$ 7,483,298	\$ 656,913
Other Uses	44,187,316	47,072,412	47,312,950	46,385,220	700,000	47,085,220	227,730
Total Operating Expenditures	\$ 52,036,634	\$ 53,924,978	\$ 55,453,161	\$ 52,168,518	\$ 2,400,000	\$ 54,568,518	\$ 884,643
Contingencies	-	-	620,000	-	-	-	620,000
Unappropriated Ending Fund Balance	-	-	3,000,000	-	-	-	3,000,000
TOTAL REQUIREMENTS	52,036,634	53,924,978	\$ 59,073,161	\$ 52,168,518	\$ 2,400,000	\$ 54,568,518	\$ 4,504,643
Ending Fund Balance	\$ 4,535,509	\$ 5,537,875				\$ 5,601,174	
Ending Fund Balance % of revenue	8.02%	9.31%				9.31%	

FY 2021-2022 NWRESD FINANCIAL SUMMARY

For the Period Ending March 31, 2022

ALL OTHER FUNDS (200-599)	2019-20 Audited Actuals	2020-21 Unaudited Actuals	Adopted Budget	2021-22 YTD Actuals through Current Month	Add: Rev Projections/Exp Encumbrances	Forecasted through 6/30/2022	Variance Fav / (Unfav)
RESOURCES							
Operating Revenues							
Local Sources	\$ 32,517,478	\$ 40,228,959	\$ 36,955,646	\$ 23,819,654	\$ 13,130,000	\$ 36,949,654	\$ (5,992)
Intermediate Sources	-	22,000	-	-	-	-	-
State Sources	27,691,760	32,571,680	38,291,593	14,071,697	16,900,000	30,971,697	(7,319,896)
Federal Sources	7,372,071	8,834,547	15,053,433	5,678,310	3,850,000	9,528,310	(5,525,123)
Other Sources	4,480,175	8,128,855	8,164,908	6,733,307	350,000	7,083,307	(1,081,601)
Total Operating Revenues	\$ 72,061,484	\$ 89,786,041	\$ 98,465,580	\$ 50,302,968	\$ 34,230,000	\$ 84,532,968	\$ (13,932,612)
Beginning Fund Balance	5,212,437	3,476,032	5,779,226	13,246,447	-	13,246,447	7,467,221
TOTAL RESOURCES	\$ 77,273,921	\$ 93,262,073	\$ 104,244,806	\$ 63,549,415	\$ 34,230,000	\$ 97,779,415	\$ (6,465,391)
REQUIREMENTS							
Operating Expenditures							
Instruction	\$ 40,806,278	\$ 42,172,209	\$ 53,786,875	\$ 29,716,791	\$ 15,500,000	\$ 45,216,791	\$ 8,570,084
Support Services	26,352,087	29,838,080	39,501,353	22,811,026	10,000,000	32,811,026	6,690,327
Enterprise and Community Services	2,119,105	1,563,512	2,032,290	969,666	450,000	1,419,666	612,624
Facilities Acquisition and Construction	25,276	42,224	200,000	-	-	-	200,000
Other Uses	4,495,143	6,399,601	7,489,289	4,562,166	700,000	5,262,166	2,227,123
Total Operating Expenditures	\$ 73,797,889	\$ 80,015,626	\$ 103,009,806	\$ 58,059,649	\$ 26,650,000	\$ 84,709,649	\$ 18,300,157
Contingencies	-	-	240,000	-	-	-	240,000
Unappropriated Ending Fund Balance	-	-	995,000	-	-	-	995,000
TOTAL REQUIREMENTS	73,797,889	80,015,626	\$ 104,244,806	\$ 58,059,649	\$ 26,650,000	\$ 84,709,649	\$ 19,535,157
Ending Fund Balance	\$ 3,476,032	\$ 13,246,447				\$ 13,069,766	



Northwest Regional Education Service District

DATE: March 31, 2022

TO: NWRESD Board of Directors

FROM: Lori Baker, CFO

RE: Quarterly Statement of Assurance

1. All cash, investment and credit card accounts have been balanced, reconciled and reviewed and all cash and investment accounts are reconciled to the general ledger by the business office as of: **March 31, 2022.**
2. The adopted budget reflects expected expenditures.
3. All payroll reports have been filed and payroll liabilities have been paid timely.
4. All federal and state reimbursement requests as well as required financial reporting forms have been filed timely.
5. All credit card expenditures, travel and other reimbursements have been reviewed and approved at the proper level.
6. There have been no significant changes to the internal control system, to the accounting system or accounting policies.
7. All financial statements that have been provided to the board are accurate and complete to the best of my knowledge and I am aware of no other financial matters that the board should be aware of at this time.
8. I have not been asked by the superintendent to do anything that makes me feel uncomfortable or to present any information I believe is inaccurate.

Respectfully submitted,

Lori Baker, CFO

■ CLATSOP COUNTY
503-325-2862
Fax: 503-325-1297
3194 Marine Drive
Astoria, OR 97103

■ COLUMBIA COUNTY
503-366-4100
Fax: 503-397-0796
800 Port Avenue
St. Helens, OR 97051

■ TILLAMOOK COUNTY
503-842-8423
Fax: 503-842-6272
2515 3rd Street
Tillamook, OR 97141

■ WASHINGTON COUNTY
503-614-1428
Fax: 503-614-1440
5825 NE Ray Circle
Hillsboro, OR 97124-6436



Northwest Regional
Education Service District

END OF BOARD PACKET

**Fin del paquete
de la Reunión**