



Northwest Regional
Education Service District

BOARD PACKET
MATERIALES DE LA
MESA DIRECTIVA

REGULAR MEETING - REUNIÓN ORDINARIA

AUGUST 9, 2022
9 DE AGOSTO DE 2021
2:15 pm - 3:30 pm

CONTACT/CONTACTO

Valerie White
vwhite@nwresd.k12.or.us



Northwest Regional Education Service District

Welcome to this Public Meeting of the
NWRESD Board of Directors

August 9, 2022
Regular Meeting

Tillamook Bay Community College

-
- | | | |
|---------|--|---|
| 2:15 PM | 1. CALL TO ORDER
<i>Board: Karen Cunningham, Doug Dougherty, Tony Erickson, Yadira Martinez, Chris Riley, Ernest Stephens, Ross Tomlin, Diane Wilkinson, Maureen Wolf</i> | Chair Erickson |
| 2:16 PM | 2. PLEDGE OF ALLEGIANCE / LAND ACKNOWLEDGEMENT | Chair Erickson |
| 2:18 PM | 3. ELECTION OF BOARD CHAIR/VICE CHAIR
A. Election of Board Chair
B. Election of Board Vice Chair | Chair Erickson
Chair TBD |
| 2:28 PM | 4. <u>AGENDA REVIEW/REVISION</u> | Chair TBD & Dan Goldman |
| 2:31 PM | 5. <u>PUBLIC COMMENT</u>
<i>The Northwest Regional Education Service District Board of Directors appreciates community members sharing information during public comments. 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.</i> | Chair TBD |
| 2:41 PM | 6. <u>CONSENT AGENDA</u>
A. Approve June Board Meeting Minutes
B. Approve July/August Personnel Reports
C. Approve Designations, Authorizations, and Appointment for 2022-23
D. Approve Monthly Financial Report: May
E. Approve Policies BBE, CM
F. Approve HB 4030 Education Staff Retention and Recruitment Grant
G. Approve Oregon Commission for the Blind
H. Approve St Mary's Personnel Svcs Contract
I. Approve Oregon Response to Instruction and Intervention project grant
J. Approve THPRD 22-23 Preschool Collaboration
K. Approve Camp Magruder ODSS Agreement
L. Approve OSU ODSS 4-H Agreement
M. Approve Willamette Promise IGA
N. Approve 2022-23 NWRESD Organizational Chart | Valerie White
Debbie Simons
Dan Goldman
Dan Goldman
Debbie Simons
Debbie Simons
Cathy Jensen
Cathy Jensen
Megan McCarter
Peggy Freund
Megan McCarter
Megan McCarter
Megan McCarter
Valerie White |
| 2:47 PM | 7. <u>REPORTS AND DISCUSSION</u>
A. OAESD Executive Director Report
B. First Reading Policy DD | Amber Eaton, OAESD
Debbie Simons |

2:50 PM	8. ACTION ITEMS	Debbie Simons Debbie Simons & Geoff Sinclair
	A. Approve OSEA Collective Bargaining Agreement	
	B. Approve Annual Insurance Coverage	
	C. Approve Resolution 22-001: National Hispanic Heritage Month	Sharif Liwaru
3:10 PM	9. BOARD MEMBER COMMENTS	Chair TBD
3:20 PM	ADJOURN	Chair TBD

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.
2. A speaker may complete the [Public Comment Request](#) online at least one hour prior to the beginning of the meeting when held virtually. After being recognized by the Board Chair, the speaker will be invited to the virtual panel and identify themselves with their full name and address, and stating their purpose in addressing the Board.
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.
6. Speakers may offer objective criticism of district operations or programs but the Board will not hear complaints concerning specific district personnel. Complaints against individuals must be addressed by following the steps in Policy KL ("Public Complaints") and Procedure KL-AR ("Complaint Form").
7. The Board appreciates community members sharing information during public comments. The Board will listen, but not comment, on information heard. Following the meeting, the chair, vice chair and superintendent will together determine the response.
8. These procedures will be published on the back of every Board meeting agenda.



Northwest Regional
Education Service District

PLEDGE OF ALLEGIANCE



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



Northwest Regional Education Service District

August 9, 2022

TO: Board of Directors
FR: Valerie White, Board Secretary
RE: Election of the 2022-23 Board Chair

EXPLANATION: In accordance with law and Board Policy BC/BCA, the Board of Directors is required to hold the election of a Board chair and vice chair at its annual work session. The incumbent Board chair will preside until a successor is elected. No member may serve as Board chair for more than two consecutive years. Following an approved motion, the Superintendent will lead the incoming Chair in the oath of office.

PRESENTER(S): Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS: [2022-23 Board Chair Oath of Office](#)

RECOMMENDATION: I nominate *[Candidate Name]* and move to approve *[Candidate Name]* as 2022-23 Board Chair.

PROPOSED MOTION: I move to approve *[Candidate Name]* as 2022-23 Board Chair as presented.



Board of Directors Chair Oath of Office

"I, _____, do solemnly swear that I will support the laws of the United State and of the state of Oregon, and the policies of the Northwest Regional Education Service District. During my term as Chair of the Board of Directors, I will faithfully and impartially discharge the responsibilities of the office to the best of my ability."

Dated August 9, 2022

Board Chair

Dan Goldman, Superintendent



Northwest Regional Education Service District

August 9, 2022

TO: Board of Directors

FR: Valerie White, Board Secretary

RE: Election of the 2022-23 Board Vice Chair

EXPLANATION: In accordance with law and Board Policy BC/BCA, the Board of Directors is required to hold the election of a Board chair and Vice Chair at its annual work session. The incumbent Board chair will preside until a successor is elected. No member may serve as Board chair for more than two consecutive years. Following an approved motion, the Superintendent will lead the incoming Chair in the oath of office.

PRESENTER(S): Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS: [2022-23 Board Vice Chair Oath of Office](#)

RECOMMENDATION: I nominate *[Candidate Name]* and move to approve *[Candidate Name]* as 2022-23 Board Chair.

PROPOSED MOTION: I move to approve *[Candidate Name]* as 2022-23 Board Vice Chair as presented.



Northwest Regional Education Service District



Board of Directors Vice Chair Oath of Office

"I, _____, do solemnly swear that I will support the laws of the United State and of the state of Oregon, and the policies of the Northwest Regional Education Service District. During my term as Vice Chair of the Board of Directors, I will faithfully and impartially discharge the responsibilities of the office to the best of my ability."

Dated August 9, 2022

Board Chair

Dan Goldman, Superintendent



CONSENT AGENDA



Northwest Regional Education Service District

August 9, 2022

TO: Board of Directors

FR: Valerie White, Board Secretary

RE: June 2022 Meeting Minutes

EXPLANATION: Please find the attached June 2022 Meeting Minutes.

PRESENTER(S): Consent Agenda

SUPPLEMENTARY MATERIALS: June 2022 Meeting Minutes.

RECOMMENDATION: Approve as presented in the consent agenda.

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



Northwest Regional Education Service District

Welcome to this Public Meeting of the NWRESD Board of Directors

June 14, 2022

Special Session, Budget Hearing, Regular Meeting and Executive Session

[Virtual Meeting Registration Link](#)

**In-Person Location: NWRESD Washington Service Center
5825 NE Ray Circle, Hillsboro, OR 97124**

DINNER

NWRESD Board of Directors

June 14, 2022 Work Session

1. SPECIAL SESSION: Board Member Appointment (Position A)

Chair Erickson called the board to order at 5:23 pm

Board Members in Attendance: Karen Cunningham, Doug Dougherty, Tony Erickson, Lisa Poehlitz, Chris Riley, Ross Tomlin, Diane Wilkinson (absent), Maureen Wolf, Ernest Stephens (virtual)

Staff Members in Attendance: Dan Goldman, Valerie White, David Williams

2. INTERVIEW - Board Member Appointment (Position A)

A. [Maureen Wolf](#)

B. [Jessica O'Donnell](#)

Chair Erickson led the Directors in asking the applicants five [interview questions](#).

3. DELIBERATION & APPOINTMENT: Board Member Appointment (Position A)

Chair Erickson led deliberations. Directors Poehlitz, Riley and Cunningham made comments about both candidates being well-qualified. Chair Erickson entertained a motion by Director Riley to appoint Maureen Wolf. The motion was seconded by Director Dougherty, and elected members of the board voted unanimously to appoint Maureen Wolf.

4. NEW MEMBER OATHS:

[Policy BBBB: Board Member Oaths](#)

A. Appointed Position 'A' At-Large: [Maureen Wolf Oath](#)

B. Elected Position '3': [Yadira Martinez Oath](#)

Superintendent Goldman led re-elected Director Maureen Wolf and newly appointed Director Yadira Martinez in the Board Member Oath.

5. ADJOURN

The work session was adjourned at 6:00 pm.

NWRESD Board of Directors

June 14, 2022 Budget Hearing

1. OPEN BUDGET HEARING

Chair Erickson opened the budget hearing at 6:01pm

2. PUBLIC COMMENT

No public comments were received.

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.

3. DELIBERATIONS:

A. [BUDGET COMMITTEE ADOPTED BUDGET](#)

CFO Lori Baker and Superintendent Goldman updated the board on changes to the proposed budget and answered questions from the Board.

4. RESOLUTION:

A. [ADOPT 2022-23 BUDGET](#)

Chair Erickson entertained a motion by Director Riley to adopt the 2022-23 Budget as presented. The motion was seconded by Director Cunningham and approved unanimously.

5. CLOSE BUDGET HEARING

The budget hearing was adjourned at 6:09 pm.

NWRESD Board of Directors
June 14, 2022 Regular Session

1. CALL TO ORDER

Chair Erickson called the board to order at 6:20 pm.

Board Members in Attendance: Karen Cunningham, Doug Dougherty, Tony Erickson, Lisa Poehlitz, Chris Riley, Ross Tomlin, Diane Wilkinson (absent), Maureen Wolf, Ernest Stephens (virtual)

Staff Members in Attendance: Dan Goldman, Valerie White, David Williams, Lori Baker, Megan McCarter, Stacy Rager, Cathy Jensen (virtual), Debbie Simons (virtual), Stuart Long (virtual), Lynne Griffin (virtual), Kendra Hughes (virtual),

2. PLEDGE OF ALLEGIANCE / LAND ACKNOWLEDGEMENT

Chair Erickson led the Pledge of Allegiance. Director Tomlin provided the Land Acknowledgement.

3. AGENDA REVIEW AND REVISION

4. SUPERINTENDENT REPORT

A. [June 2022 Superintendent's Board Report](#)

Superintendent Goldman provided his report to the board, linked above.

5. RECOGNITION AND GOOD NEWS

- A. [Lisa Poehlitz](#) - Superintendent Goldman thanked Director Poehlitz for her 10 years of service on the board.
- B. [Sarah Pope](#) - Superintendent Goldman thanked Sarah Pope for her 7 years of service to NWRESD..

6. CONSENT AGENDA

- A. [Approve May 2022 Board and Budget Meeting Minutes](#)
- B. [Approve June Personnel Report](#)
- C. [Approve Policy Updates presented May 2022](#)
- D. [Approve Third Amendment to Brigadoon Building Lease](#)
- E. [Approve 2022-25 Superintendent Contract](#)
- F. [Approve Rural Schools Network](#)
- G. [Approve Appropriation Transfer](#)
- H. [Approve AMENDED 2022-23 Operational Calendar](#)

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.

7. REPORTS & DISCUSSION

A. [Junior Achievement/BizTown](#)

Megan McCarter - Executive Director of Instruction) presented the Junior Achievement slides as presented. Director Tomlin asked questions about when students will attend the JA simulation as a field trip. Schools are provided with curriculum that they use to prep students for their field trip. Class work leading up to this supports the program. The Washington County location will help make this program accessible to more rural communities in our service area.

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

CHRO Simons presented policy updates regarding Vacancies on the Board and Compliance and Reporting on Standards.

C. [Administrative Reports](#)

No questions were fielded.

8. ACTION ITEMS

Chair Erickson approved a motion by Director Poehlitz to rearrange the Action Item schedule in order to approve item C prior to A & B.

A. Approve Resolution 21-004 - [Pride Month Observance](#)

Director Riley moved to approve Resolution 21-004 as presented. The motion was seconded by Director Dougherty and was approved unanimously.

B. Approve Resolution 21-005 - [Juneteenth Observance](#)

Director Stephens moved to approve Resolution 21-005 as presented. The motion was seconded by Director Cunningham and approved unanimously.

C. Approve [April 2022 Financial Report](#)

Director Poehlitz moved to approve the April 2022 Financial Report as presented. The motion was seconded by Director Riley and was approved unanimously.

9. BOARD MEMBER COMMENTS

Director Wolf thanked the board for the opportunity to serve the board for a new term.

10. ADJOURN

The Board meeting was adjourned at 7:17 pm.

The Executive Session will begin after a short recess.

NWRESD Board of Directors

June 14, 2022 Executive Session:

CALL TO ORDER

Chair Erickson opened the executive session at 7:23 pm

Board Members in Attendance: Karen Cunningham, Doug Dougherty, Tony Erickson, Lisa Poehlitz, Chris Riley, Ross Tomlin, Diane Wilkinson (absent), Maureen Wolf, Ernest Stephens (virtual)

Staff Members in Attendance: Dan Goldman, Valerie White, Lori Baker, Debbie Simons

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

ADJOURN

Chair Erickson adjourned the meeting at 7:55 pm

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.
2. A speaker may complete the [Public Comment Request](#) online at least one hour prior to the beginning of the meeting when held virtually. After being recognized by the Board Chair, the speaker will be invited to the virtual panel and identify themselves with their full name and address, and stating their purpose in addressing the Board.
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.
6. Speakers may offer objective criticism of district operations or programs but the Board will not hear complaints concerning specific district personnel. Complaints against individuals must be addressed by following the steps in Policy KL ("Public Complaints") and Procedure KL-AR ("Complaint Form").
7. The Board appreciates community members sharing information during public comments. The Board will listen, but not comment, on information heard. Following the meeting, the chair, vice chair and superintendent will together determine the response.
8. These procedures will be published on the back of every Board meeting agenda.



Northwest Regional Education Service District

August 9, 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: N/A

Proposed Motion: Move to accept the personnel report as presented in the
consent agenda.

**NW Regional Education Services District
PERSONNEL REPORT
June 7, 2022 – August 1, 2022**

New Hires

Name	Position	Department	Building	New Hire/ Transfer	Tentative Start Date
Nadia Noid	Occupational Therapist	Early Learning	Beaverton Early Childhood Center	New Hire	8/30/2022
Tammee Meneghin	Outdoor School Coordinator	Instructional Services	Washington Service Center	Transfer	8/1/2022
Jaclyn Percy	Certified Occupational Therapist Asst.	Special Student Services	Tillamook/Clatsop County	New Hire	8/29/2022
Lorinda Kirkland	School Psychologist	Early Learning	Washington Service Center	New Hire	7/20/2022
Leslie Holden	Early Childhood Education Specialist	Early Learning	Tualatin Early Childhood Center	New Hire	7/11/2022
Heather Higashi	Physical Therapist	Early Learning	Hillsboro Early Childhood Center	Re-hire	9/15/2022
Valerie Scott	Behavior Specialist	Social Emotional Learning Schools	Cascade Academy	Transfer	8/29/2022
Jooim Yang	Occupational Therapist	Early Learning	Beaverton Early Childhood Center	New Hire	7/13/2022
Penelope Wynns	Early Childhood Education Specialist	Early Learning	Beaverton Early Childhood Center	New Hire	7/11/2022
Kara Rogers	Early Childhood Education Specialist	Early Learning	Beaverton Early Childhood Center	Transfer	7/11/2022
Jackie Bergerson	Autism Spectrum Disorder Specialist	Special Student Services	Clatsop Service Center	Transfer	7/1/2022

Dona Johnson	Occupational Therapist	Special Student Services	Vernonia & Clatskanie	New Hire (former contractor)	8/29/2022
Christine Baird	Occupational Therapist	Early Learning	Tualatin Early Childhood Center	Transfer	7/11/2022
Shannon Hamerman	Instructional Coach	Early Learning	Beaverton Early Childhood Center	Transfer	7/1/2022
Molly O'Harrow	Early Childhood Education Specialist	Early Learning	Tualatin Early Childhood Center	Transfer	7/11/2022
Brooke Bonanomi	Early Childhood Education Specialist	Early Learning	Tualatin Early Childhood Center	New Hire	8/29/2022
Catherine Jones	Equity Coach	Instructional Services	Washington Service Center	New Hire	6/27/2022
Robyn Lund	Instructional Assistant	Social Emotional Learning Schools	Columbia Academy	Transfer	8/29/2022
Karyn Kerr	Registered Nurse	Special Student Services	Tigard/Tualatin School District	New Hire	8/22/2022
Stephanie Karpouzes	SPED Coordinator	Special Student Services	Washington Service Center	New Hire	7/1/2022
Sandra Zaragosa	Accounting Support Spec (Medicaid)	Fiscal Services	Washington Service Center	Transfer	7/5/2022
Brenda Calzadilla	Attendance Advisor	Instructional Services	Washington Service Center	Re-Hire	8/15/2022
Levaun Scott	Instructional Assistant	Early Learning	Beaverton Early Childhood Center	Re-Hire	7/11/2022
Coral Brewer	Instructional Assistant	Early Learning	Columbia Service Center	New Hire	7/11/2022
Gabriella Bean	Instructional Assistant	Early Learning	Tualatin Early Childhood Center	New Hire	7/11/2022
Caryn Ann Cushman	Early Childhood Education Specialist	Early Learning	Beaverton Early Childhood Center	Transfer	7/1/2022
Lindsey Voorhees	Early Childhood Education Specialist	Early Learning	Tualatin Early Childhood Center	New Hire	7/11/2022

Micaela Sause	Speech Language Pathologist	Early Learning	Tualatin Early Childhood Center	New Hire	7/11/2022
Carmen Vega-Martinez	Instructional Assistant	Early Learning	Hillsboro Early Childhood Center	New Hire	7/11/2022
Nicole Terbenche	Instructional Assistant	Early Learning	Beaverton Early Childhood Center	New Hire	7/12/2022
Brett Visk	Early Childhood Education Specialist	Early Learning	Beaverton Early Childhood Center	New Hire	7/11/2022
Joy Broussard	Early Childhood Education Specialist	Early Learning	Hillsboro Early Childhood Center	Transfer	8/30/2022
Holly Ingram	Early Childhood Education Specialist	Early Learning	OCDC Headstart	New Hire	7/18/2022
Jessica Reamon	Autism Spectrum Disorder Consultant	Social Emotional Learning Schools	Tigard/Tualatin School District	Temp to Regular Employee	8/23/2022
Anastasia Gordon	Early Childhood Education Specialist	Early Learning	Washington Service Center	New Hire	7/18/2022
Mandy Bowdoin	Occupational Therapist	Early Learning	Beaverton Early Childhood Center	New Hire (former contractor)	8/29/2022
Eva Gerich	Instructional Assistant	Early Learning	Columbia Service Center	New Hire	7/11/2022
Jennifer Collins	Senior Accountant	Fiscal Services	Washington Service Center	New Hire	7/1/2022
Erick Arizpe-Gonzale	Admin Assistant-Site Based	Early Learning	Hillsboro Early Childhood Center	Transfer	7/1/2022
Peggy Freund	Director of Early Intervention/Early Childhood Special Education	Early Learning	Washington Service Center	Transfer	7/1/2022
Rachel Christensen	Admin Assistant – Service Center	Early Learning	Clatsop Service Center	New Hire	8/1/2022
Tracy Zell	Assistant Principal	Early Learning	Beaverton Early Childhood Center	Transfer	7/1/2022
Rikkie Schley	Assistant Principal	Early Learning	Beaverton Early Childhood Center	Transfer	7/1/2022

Susan Dishaw	Certified Occupational Therapist Assistant	Special Student Services	Clatsop County	Washington Service Center	8/29/2022
Marianne Como	SPR&I Distribution Manager	Early Learning	Washington Service Center	Transfer	7/1/2022
Julieann Been	SPR&I Distribution Manager	Early Learning	Washington Service Center	Transfer	7/1/2022
David Williams	Chief of Staff	Administration	Washington Service Center	New Hire	7/1/2022
Sara Franklin	Professional Learning Coach - K-12 College Readiness TOSA	Instructional Services	Washington Service Center	New Hire	8/8/2022
Sara Peterson	Instructional Assistant	Early Learning	Hillsboro Early Childhood Center	New Hire	7/11/2022
Shelby Zaiger	Speech Language Pathologist (ASD experience)	Early Learning	Washington Service Center	Transfer	7/11/2022
Megan McCarter	Chief Academic Officer	Administration	Washington Service Center	Transfer	7/1/2022
Ashley Pequeno	Instructional Assistant	Early Learning	Beaverton Early Childhood Center	New Hire	7/11/2022
Nicole Patrick	Instructional Assistant	Early Learning	Beaverton Early Childhood Center	New Hire	7/11/2022
Susan Lane	Instructional Assistant	Early Learning	Beaverton Early Childhood Center	Transfer	7/11/2022
Lisvelia Bahena	Bilingual Instructional Assistant	Early Learning	Hillsboro Early Childhood Center	New Hire	7/11/2022
Erika Cepeda Olivares	Professional Learning Coach - MEP	Instructional Services	Washington Service Center	New Hire	7/25/2022
Kathleen Mulqueoney	SPED Teacher	Social Emotional Learning Schools	Levi Anderson	Transfer	8/29/2022
Jennifer Scott	Instructional Assistant	Early Learning	Hillsboro Early Childhood Center	Transfer	7/11/2022
Madison Strutz	Early Childhood Education Specialist	Early Learning	Hillsboro Early Childhood Center	New Hire	7/11/2022

Randi Cooper	Behavior Specialist	Special Student Services	Scappoose School District	New Hire	8/29/2022
Sheri Williams	Admin Assistant	Early Learning	Washington Service Center	New Hire	7/18/2022
Jaimie Brady	Professional Learning Coach - K-12 College Readiness TOSA	Instructional Services	Columbia Service Center	New Hire	8/2/2022
Kathleen Carey	Senior Payroll Specialist	Fiscal Services	Washington Service Center	New Hire	8/1/2022
Emilie Cardinal	Instructional Assistant	Early Learning	Beaverton Early Childhood Center	New Hire	7/18/2022
Nicole Larson	Early Childhood Professional Development Support Specialist	Early Learning	Clatsop Service Center	Re-hire	8/29/2022
Krista Rosales	Bilingual Instructional Assistant	Social Emotional Learning Schools	Cascade & Pacific Academy	New Hire	8/29/2022
Juan Carlos Munoz Sandoval	Attendance Advisor	Instructional Services	Washington Service Center	New Hire	8/25/2022
Julia Gingerich	Early Childhood Education Specialist	Early Learning	Clatsop Service Center	Transfer	8/30/2022
Sherry Ely	Interim Chief Financial Officer	Fiscal Services	Washington Service Center	New Hire	8/8/2022

Resignations, Retirements & Separations

Name	Position	Department	Last Day of Employment	Details/Comments
Sue Fogle	Instructional Assistant	Early Learning	June 17, 2022	Resignation
Daniliz Oretaga Reyes	Assistant Fiscal Director	Fiscal Services	June 30, 2022	Retirement
Gerard Jennett	Speech Language Pathologist	Early Learning	August 31, 2022	Resignation
Rituparna Patra	Account Support Specialist – Payroll	Fiscal Services	June 27, 2022	Resignation
Loretta Akins	Instructional Assistant	Early Learning	August 5, 2022	Resignation
Nicole Montes	Bilingual Instructional Assistant	Early Learning	May 31, 2022	Resignation
Analisa Howard	Instructional Assistant	Early Learning	June 16, 2022	Resignation
Carmen Rice	Instructional Assistant	Early Learning		
Gail Hanson	SPED Teacher – Levi Anderson	Social Emotional Learning Schools	June 14, 2022	Retirement
Emma Rooney	Speech Language Pathologist	Early Learning	August 14, 2022	Resignation
Jennette Hall	Instructional Assistant	Early Learning	June 27, 2022	Resignation
Kimberly Ednie	Professional Development Specialist	Instructional Services	July 29, 2022	Resignation
Amanda Casian	Migrant Recruiter	Instructional Services	June 30, 2022	Resignation
John Pickering	Speech Language Pathologist	Special Student Services	June 23, 2022	Resignation
Robin Arrington Pickering	Speech Language Pathologist	Special Student Services	June 23, 2022	Resignation
Jeanne Gering	SPED Teacher	Social Emotional Learning Schools	June 17, 2022	Moving to Tigard/Tualatin School District with Day Treatment Program
Kaitlyn Vanderhoff	SPED Teacher	Social Emotional Learning Schools	June 17, 2022	Moving to Tigard/Tualatin School District with Day Treatment Program
Tiara Freeman	Instructional Assistant	Social Emotional Learning Schools	June 17, 2022	Moving to Tigard/Tualatin School District with Day

				Treatment Program
Roger Dessert	Instructional Assistant	Social Emotional Learning Schools	June 30, 2022	Moving to Tigard/Tualatin School District with Day Treatment Program
Todd Johnson	SPED Teacher	Social Emotional Learning Schools	June 30, 2022	Moving to Tigard/Tualatin School District with Day Treatment Program
Iridian Cazares Mirand	Administrative Specialist	Instructional Services	June 30, 2022	Separation (Abandonment)
Alexandra Stutzer	Event Support Specialist	Instructional Services	July 22, 2022	Resignation
Lauren Haley	Speech Language Pathologist	Early Learning	July 22, 2022	Resignation
Heidi Eaton	Instructional Assistant	Early Learning	July 29, 2022	Resignation
Angelina Landa	Instructional Assistant	Early Learning	August 5, 2022	Resignation
Colin McGillivray	Instructional Assistant	Social Emotional Learning Schools	June 15, 2022	Resignation
Jessica Lissman	ASD Consultant	Special Student Services	July 25, 2022	Resignation
Lori Baker	Chief Financial Officer	Fiscal Services	August 12, 2022	Resignation
Laura Kanter Fellows	Professional Development Specialist	Instructional Services	June 30, 2022	Resignation
Janel Price	Administrative Assistant	Early Learning	June 30, 2022	Separation (Abandonment)
Laura Sharp	Instructional Assistant	Early Learning	July 19, 2022	Separation (Abandonment)
Eredi Pintor Bryson	Migrant Recruiter	Instructional Services	August 3, 2022	Resignation
Elizabeth Bailey	Teacher	ORVED	June 14, 2022	Retirement
Emily Baer	Early Childhood Education Specialist	Early Learning	August 11, 2022	Resignation

Currently Advertised Vacancies

Open Position	Category	Department	Post Date	Comments
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
Instructional Coach	Licensed	Early Learning	12/7/2021	1.0 FTE – New position
Instructional Assistant – Columbia Academy	Classified	Social Emotional Learning Schools	2/23/2022	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
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
Early Childhood Education Specialist – BECC – 4 positions available	Licensed	Early Learning	4/7/2022	1.0 FTE 22/23 SY posting
Admin Assistant – Site Based TECC	Classified	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 - 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
Physical Therapist – TECC	Licensed	Early Learning	4/9/2022	1.0 FTE - Retirement

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
Family Resource Specialist – WSC	Licensed	Early Learning	4/14/2022	3.0 FTE 22/23 SY posting
Family Resource Specialist – Tillamook, Columbia, Clatsop	Licensed	Early Learning	4/14/2022	1.0 FTE 22/23 SY posting
Registered Nurse - Gaston & Vernonia	Licensed	Special Student Services	4/14/2022	0.50 FTE 22/23 SY posting
Youth Transition Specialist	Classified	Early Learning	4/25/2022	1.0 FTE - Resignation
ASD Consultant – WSC (Parent coaching & ORPATS)	Licensed	Early Learning	4/26/2022	1.0 FTE - Resignation
Senior Accountant	Classified	Fiscal Services	5/2/2022	2.0 FTE - Resignation
Speech Language Pathologist - Clatsop Service Center	Licensed	Early Learning	5/5/2022	1.0 FTE – replaces contractor
Occupational Therapist - Clatsop Service Center	Licensed	Early Learning	5/5/2022	0.80 FTE – replaces contractor
Instructional Assistant- TECC	Classified	Early Learning	5/5/2022	0.9375 FTE - resignation
Instructional Assistant - School Age- Cas/Pac	Classified	Social Emotional Learning Schools	5/6/2022	1.0 2.25 FTE - New Position 22/23 SY posting
Speech Language Pathologist – Clatsop Service Center	Licensed	Early Learning	5/9/2022	1.0 FTE - Resignation
Speech Language Pathologist - TECC Early Intervention	Licensed	Early Learning	5/11/2022	1.0 FTE - New Position 22/23 SY posting
Early Learning Support Specialist	Classified	Early Learning	5/12/2022	1.0 FTE - Transfer
Instructional Assistant - Clatsop Service Center	Classified	Early Learning	5/12/2022	0.9375 FTE - resignation
Bilingual Instructional Assistant - Clatsop Service Center	Classified	Early Learning	5/12/2022	0.9375 FTE - resignation
School Psychologist -St. Helens School District	Licensed	Special Student Services	6/14/2022	1.0 FTE - Resignation
Accounting Support Specialist	Classified	Fiscal Services	6/14/2022	1.0 FTE - Resignation
Bilingual Instructional Assistant - BECC	Classified	Early Learning	6/15/2022	0.9375 FTE - Resignation
Occupational Therapist - HECC Early Intervention	Licensed	Early Learning	6/15/2022	1.0 FTE - Transfer
District Business Manager	Admin	Fiscal Services	6/21/2022	1.0 FTE - Transfer
Speech Language Pathologist – HECC	Licensed	Early Learning	6/21/2022	1.0 FTE - Transfer

ASL Assistant 1:1 - Hillsboro SD- Groner Elem	Classified	Special Student Services	6/27/2022	0.875 FTE – New position
SPED Teacher- Vision Impairment	Licensed	Special Student Services	7/7/2022	1.0 FTE -- New position
Licensed Practical Nurse - HSD	Licensed	Special Student Services	7/11/2022	0.9 FTE -- New position -7 positions total
Instructional Assistant- TECC	Classified	Early Learning	7/12/2022	0.9375 FTE - Transfer
Instructional Assistant- BECC	Classified	Early Learning	7/12/2022	0.9375 FTE - Transfer
Bilingual Instructional Assistant- BECC	Classified	Early Learning	7/12/2022	0.9375 FTE - Transfer
Migrant Recruiter	Classified	Instructional Services	7/14/2022	1.0 FTE – Resignation – 3 positions total
Instructional Assistant – Levi Anderson	Classified	Social Emotional Learning Schools	7/14/2022	0.85 FTE – Unfilled from previous school year
Early Childhood Education Specialist – Clatsop Service Center	Licensed	Early Learning	7/18/2022	1.0 FTE - Resignation
Admin Assistant – WSC Eval Team	Classified	Early Learning	7/19/2022	1.0 FTE – New Position
Special Education Coordinator	Licensed	Special Student Services	7/19/2022	1.0 FTE - New Position
Administrative Specialist	Classified	Instructional Services	7/19/2022	1.0 FTE - New Position
Speech Language Pathologist – Columbia Service Center	Licensed	Early Learning	7/19/2022	1.0 FTE - Resignation
Depoartment Event Support Specialist	Classified	Instructional Services	7/28/2022	1.0 FTE - Resignation
School Psychologist – TTSD	Licensed	Special Student Services	7/28/2022	1.0 FTE - New Position
ASD Consultant – Washington & Columbia County	Licensed	Special Student Services	7/28/2022	1.0 FTE - Resignation
Prof. Learning Coach- 9th grade success coach TOSA	Licensed	Instructional Services	7/30/2022	1.0 FTE - Resignation

Currently Advertised Vacancies is a snapshot in time for jobs that are currently posted as of 8.1.22.

NORTHWEST OUTDOOR SCIENCE SCHOOL ADVERTISED VACANCIES

Open Position	Category	Department	Post Date	Comments
Field Instructor	Temporary	Instructional Services	6/21/2022	20 open positions
Program Leader	Temporary	Instructional Services	6/22/2022	20 open positions
Registered Nurse	Temporary	Instructional Services	6/22/2022	4 open positions
Program Facilitator	Temporary	Instructional Services	6/22/2022	4 open positions
Volunteer Facilitator Assistant	Temporary	Instructional Services	6/22/2022	2.5 open positions (2 FT; 1 PT)
Equity & Inclusion Advocate	Temporary	Instructional Services	6/22/2022	2 open positions
Head Cook	Temporary	Instructional Services	6/2/2022	1 open position
Kitchen Assistant/Cook	Temporary	Instructional Services	6/22/2022	2 open positions



Northwest Regional Education Service District

August 9, 2022

TO: Board of Directors

FR: Dan Goldman, Superintendent

RE: Board Designations, Authorizations, and Appointment for 2022-23

EXPLANATION: The Board approved designations, authorizations and appointments annually to allow for district administrative activities to occur. The attached list includes the proposed designations, authorizations and appointments for the 2022-23 fiscal year.

PRESENTER(S): Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS: Designations, Authorizations, and Appointments for 2022-23

RECOMMENDATION: The administration recommends approval of Board Designations, Authorizations, and Appointment for 2022-23

PROPOSED MOTION: I move to accept the proposed designations, authorizations and appointments for 2022-23 as presented.



Designations, Authorizations, and Appointment for 2022-23

1. **Chief Administrative Officer and District Clerk (ORS 332.515)**

The Superintendent shall be the Chief Administrative Officer and Clerk of the Board of Directors with designated powers as stated in Board policy, including administration of all local, state, and federal funds and programs.

2. **Budget Officer (ORS 294.331)**

The Superintendent shall be the Budget Officer.

3. **Deputy Clerk**

The Chief Financial Officer shall be the Deputy Clerk.

4. **Authority to Invest Funds (ORS 294.810, 294.815)**

Authority to invest funds is given to the Superintendent and his designee, the Chief Financial Officer, in accordance with District policy.

5. **Custodians of Funds (ORS 328.441, 328.445)**

The Superintendent and Chief Financial Officer are authorized to sign checks. Authorized facsimiles are approved for the Superintendent and Chief Financial Officer.

6. **Depository of Funds (ORS 328.441, 294.805 to 294.895)**

U.S. Bank, Oregon State Investment Pool, and other investments authorized by board policy shall serve as the Depository of Funds.

7. **Auditor (ORS 297, 405, 327, 137, 328.465)**

In 2012, Pauly Rogers was selected as the district's audit firm and shall continue in that capacity through 2023.

8. **Insurance Agent of Record**

In 2021, Brown & Brown was selected and they shall continue to serve as the agency's Insurance Agent of Record through the 2022-23 fiscal year.

9. **Designate Attorney**

In 2012, the firm of Miller, Nash, Wiener, Hager and Carlsen of Portland, Oregon, was selected as the district's legal counsel and shall continue to serve as the District's general legal counsel for all matters through the 2022-2023 fiscal year. If, due to reasons of specialty, the superintendent chooses to use another attorney for a particular issue, the superintendent will notify the Board as soon as possible.

10. **Authority to Borrow Funds**

The Board authorizes the Superintendent and Chief Financial Officer to borrow at one time an amount not to exceed one month's payroll. Authority to borrow beyond this amount must be approved by the Board of Directors.



11. Authority for Inter-Fund Loans

The ESD receives notification of grants and implements contract services as early as July and August. Actual funds are not received by the ESD until later in the school year. This authorization allows the ESD to use General Fund monies to support these activities until grant and contract funds are received and the General Fund can be repaid. Inter-fund loans are allowed under ORS 294.450 (3).

12. Authorization to Pay Obligations

In order to meet specific timelines, the Board authorizes the Chief Financial Officer to pay salaries of employees when work has been performed and payment is due; contract obligations; utilities; Social Security; Public Employees Retirement System; industrial accident insurance; health insurance; any bank charges; all filing fees charged by Clatsop, Columbia, Tillamook, or Washington counties, or the State of Oregon, for legal or official documents; all permits required by local, county, state, or federal government agencies; and all other accounts payable when due as governed by the fiscal policies of the District.

13. Fidelity Bonds (ORS 332.525)

1. Superintendent and Chief Financial Officer: \$150,000
2. Blanket Bond - All Employees: \$50,000

14. Designate Official Publications

The following are designated as the official publications for the Northwest Regional ESD: Clatskanie Chief, St. Helens Chronicle, Daily Astorian, Tillamook Headlight Herald, and Oregonian.

15. Local Public Contract Review Board (ORS 279.055(2))

The Board shall continue to serve as the Local Public Contract Review Board of the NWRESA.

16. Designations of Qualified Dependents for Cafeteria Plan Agency

125 "Qualifying Dependent" means, for Dependent Care Assistance Program purposes, (1) a Participant's Dependent" (as defined in Code Section 152(a)(1)) who has not attained age 13; (2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or (3) a Child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21 (e) (5).



Northwest Regional Education Service District

July 15, 2022

TO: Board of Directors

FR: Lori Baker, CFO

RE: Monthly Financial Update

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

PRESENTER(S): Lori Baker, CFO

SUPPLEMENTARY MATERIALS: Attached to this cover sheet:
Summary Financial Statements – May 31, 2022

RECOMMENDATION: N/A

PROPOSED MOTION: I move to accept the monthly financial report as presented.



Northwest Regional Education Service District

Financial Report as of May 31, 2022

The NWRESD Financial Summary as of May 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 \$54,086,684 as of May 31, and represents 98.7% of the current budget of \$54,786,161. The total forecasted 2021-22 operating revenue is projected to be \$54,821,277, which is a positive variance of \$35,116. 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 May 31, \$13,769,059 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 \$619,059 higher than budget.

State School Fund: The first eleven installments of the state school fund revenues (SSF) have been received, and total \$37,488,465. ODE updated estimates in May 2022, to reflect ODE's reconciliation of carve outs and subgrants in the state school fund. This resulted in an increase in the allocation to NWRESD. 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) are higher than budget due to the allocation adjustments that occurred in May.

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 \$53,433,010 through May 31, and represent 96.4% of the current budget of \$55,453,161. Total forecasted 2021-22 operating expenditures are projected to be \$54,733,010, which is a positive variance of \$720,151. These projections include actual expenditures through May 31 plus encumbrances. Projections for other uses have increased to reflect ODE's finalization of the 2020-21 state school fund, which resulted in an

increase to service credits allocated to component districts for the 2020-21 fiscal year, that will be funded in the current year. This is our normal process, due to the timing of the close out of the prior year state school fund by ODE annually in May.

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 \$5,825,294, is 9.6% of forecast revenue, and exceeds the Board policy amount of 8% by 1.6%.

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 \$64,161,431 as of May 31, and represents 65.2% of the current budget of \$98,465,580. The total forecasted 2021-22 operating revenue is projected to be \$85,161,431, which is a negative variance of \$13,304,149. 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 \$72,839,123 through May 31, and represents 70.7% of the current budget of \$103,009,806. Total forecasted 2021-22 operating expenditures are projected to be \$85,416,078, which is a positive variance of \$17,593,728. These projections include actual expenditures through May 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 May 31, 2022

GENERAL FUNDS (100-199)	2019-20 Audited Actuals	2020-21 Audited 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	\$ 13,769,059	\$ 300,000	\$ 14,069,059	\$ 619,059
SSF	36,249,998	37,730,704	37,589,661	37,488,465	83,593	37,572,058	(17,603)
Other Local Sources	3,154,763	3,014,149	3,151,500	2,375,944	400,000	2,775,944	(375,556)
Intermediate Sources	5,160	26,203	-	8,216	1,000	9,216	9,216
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	\$ 54,086,684	\$ 934,593	\$ 55,021,277	\$ 235,116
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	\$ 59,623,711	\$ 934,593	\$ 60,558,304	\$ 1,485,143
REQUIREMENTS							
Operating Expenditures							
Support Services	\$ 7,849,318	\$ 6,852,566	\$ 8,140,211	\$ 6,947,790	\$ 500,000	\$ 7,447,790	\$ 692,421
Other Uses	44,187,316	47,072,412	47,312,950	46,485,220	800,000	47,285,220	27,730
Total Operating Expenditures	\$ 52,036,634	\$ 53,924,978	\$ 55,453,161	\$ 53,433,010	\$ 1,300,000	\$ 54,733,010	\$ 720,151
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	\$ 53,433,010	\$ 1,300,000	\$ 54,733,010	\$ 4,340,151
Ending Fund Balance	\$ 4,535,509	\$ 5,537,875				\$ 5,825,294	
Ending Fund Balance % of revenue	8.02%	9.31%				9.62%	

FY 2021-2022 NWRESD FINANCIAL SUMMARY

For the Period Ending May 31, 2022

ALL OTHER FUNDS (200-599)	2019-20 Audited Actuals	2020-21 Audited 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	\$ 31,513,093	\$ 5,400,000	\$ 36,913,093	\$ (42,553)
Intermediate Sources	-	22,000	-	-	-	-	-
State Sources	27,691,760	32,571,680	38,291,593	17,288,841	14,000,000	31,288,841	(7,002,752)
Federal Sources	7,372,071	8,834,547	15,053,433	8,574,380	1,400,000	9,974,380	(5,079,053)
Other Sources	4,480,175	8,128,855	8,164,908	6,785,117	200,000	6,985,117	(1,179,791)
Total Operating Revenues	\$ 72,061,484	\$ 89,786,041	\$ 98,465,580	\$ 64,161,431	\$ 21,000,000	\$ 85,161,431	\$ (13,304,149)
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	\$ 77,407,878	\$ 21,000,000	\$ 98,407,878	\$ (5,836,928)
REQUIREMENTS							
Operating Expenditures							
Instruction	\$ 40,806,278	\$ 42,172,209	\$ 53,786,875	\$ 38,719,756	\$ 6,050,237	\$ 44,769,993	\$ 9,016,882
Support Services	26,352,087	29,838,080	39,501,353	27,783,962	5,733,228	33,517,190	5,984,163
Enterprise and Community Services	2,119,105	1,563,512	2,032,290	1,208,661	292,442	1,501,103	531,187
Facilities Acquisition and Construction	25,276	42,224	200,000	-	-	-	200,000
Other Uses	4,495,143	6,399,601	7,489,289	5,126,744	501,048	5,627,792	1,861,497
Total Operating Expenditures	\$ 73,797,889	\$ 80,015,626	\$ 103,009,806	\$ 72,839,123	\$ 12,576,955	\$ 85,416,078	\$ 17,593,728
Contingencies	-	-	240,000	-	-	-	240,000
Unappropriated Ending Fund Balance	-	-	995,000	-	-	-	995,000
TOTAL REQUIREMENTS	73,797,889	80,015,626	\$ 104,244,806	\$ 72,839,123	\$ 12,576,955	\$ 85,416,078	\$ 18,828,728
Ending Fund Balance	\$ 3,476,032	\$ 13,246,447				\$ 12,991,800	



August 9, 2022

TO: Board of Directors

FR: Debbie Simons, Chief Human Resources Officer

RE: Approval of Board Policies

EXPLANATION:

Policy BBE - Vacancies on the Board is optional; however the change is to make the language about when a newly appointed Board member takes office consistent with ORS 334.090(4).

Policy CM - Compliance and Reporting on Standards is highly recommended for ESD's that offer school programs that meet the definition of "school" requiring compliance with Division 22 Standards..

PRESENTER(S): Debbie Simons, CHRO

SUPPLEMENTARY MATERIALS:

Policy BBE: [Vacancies on the Board Proposed Changes](#)

[Vacancies on the Board - Final](#)

Policy CM: [Compliance and Reporting on Standards Proposed Changes](#)

[Compliance and Reporting on Standards - Final](#)

RECOMMENDATION: Approve policies as presented.

PROPOSED MOTION: I approve the proposed policies for adoption.

Northwest Regional Education Service District

Code: BBE
Adopted: 5/17/07
Revised/Readopted: 4/18/17
Orig. Code: BBE

Vacancies on the Board

Vacancies occurring in elected or appointed board positions will be filled either through Board appointment or through election by the boards of the component districts in the manner described below. The Board appointee must be a legally registered voter and a resident within the Northwest Regional Education Service District (NWRES D) for one year immediately preceding the election or appointment.

In the event of multiple vacancies, the position vacated first will be filled first.

Upon appointment or election the newly appointed or elected Board member(s) will ~~be sworn and seated immediately~~ take office at the next board meeting following the appointment.

If the offices of a majority of Board members are vacant at the same time, the State Board of Education shall appoint persons to fill the vacancies occurring in appointed board positions from among persons qualified for those positions, if any, or from among other persons who are qualified to serve. The State Board of Education shall oversee the election by component school district boards within the position zones in which the vacancy occurred to fill vacancies occurring in elected positions from among qualified individuals from within those zones.

Numbered Zone Positions

Any vacancy on the Board of an elected member from any numbered zone position shall be filled through election by the component district boards from within that zone from among the qualified members in that numbered position's zone. Qualified and interested persons will be allowed to submit applications to a component board or the NWRES D Board. Each component district in the zone of vacancy shall have one vote. The term of office of the person elected to fill a vacancy will be the time remaining in the vacated Board position.

Appointed Positions (Positions A, B, C and D)

Any vacancy on the Board of an appointed member from any position designated by letter shall be filled through appointment by the zoned Board members from among persons qualified for that position. Appointment procedures will be developed by the NWRES D Board in an open meeting. The term of office of the person appointed to fill a vacancy will be the time remaining in the vacated Board position.

END OF POLICY

Legal Reference(s):

[ORS 249.865 - 249.877](#)
[ORS 255.245](#)

[ORS 255.335](#)
[ORS 334.090](#)

[ORS 334.095](#)

Cross Reference(s):

BBBA - Board Member Qualifications
BBC - Board Member Resignation
BBD - Board Member Removal from Office

Northwest Regional Education Service District

Code: BBE
Adopted: 5/17/07
Revised/Readopted: 4/18/17, 8/9/2022
Orig. Code: BBE

Vacancies on the Board

Vacancies occurring in elected or appointed board positions will be filled either through Board appointment or through election by the boards of the component districts in the manner described below. The Board appointee must be a legally registered voter and a resident within the Northwest Regional Education Service District (NWRES D) for one year immediately preceding the election or appointment.

In the event of multiple vacancies, the position vacated first will be filled first.

Upon appointment or election the newly appointed or elected Board member(s) will take office at the next board meeting following the appointment.

If the offices of a majority of Board members are vacant at the same time, the State Board of Education shall appoint persons to fill the vacancies occurring in appointed board positions from among persons qualified for those positions, if any, or from among other persons who are qualified to serve. The State Board of Education shall oversee the election by component school district boards within the position zones in which the vacancy occurred to fill vacancies occurring in elected positions from among qualified individuals from within those zones.

Numbered Zone Positions

Any vacancy on the Board of an elected member from any numbered zone position shall be filled through election by the component district boards from within that zone from among the qualified members in that numbered position's zone. Qualified and interested persons will be allowed to submit applications to a component board or the NWRES D Board. Each component district in the zone of vacancy shall have one vote. The term of office of the person elected to fill a vacancy will be the time remaining in the vacated Board position.

Appointed Positions (Positions A, B, C and D)

Any vacancy on the Board of an appointed member from any position designated by letter shall be filled through appointment by the zoned Board members from among persons qualified for that position. Appointment procedures will be developed by the NWRES D Board in an open meeting. The term of office of the person appointed to fill a vacancy will be the time remaining in the vacated Board position.

END OF POLICY

Legal Reference(s):

[ORS 249.865 - 249.877](#)
[ORS 255.245](#)

[ORS 255.335](#)
[ORS 334.090](#)

[ORS 334.095](#)

Cross Reference(s):

BBBA - Board Member Qualifications
BBC - Board Member Resignation
BBD - Board Member Removal from Office

Northwest Regional Education Service District

Code: CM
Adopted:
Revised/Readopted: New Policy Proposal
Orig. Code: CM

Compliance and Reporting on Standards

The superintendent will prepare an annual report that represents the ESD's compliance with the standards adopted by the State Board of Education for the preceding school year and submit that report to the Board.

The ESD's annual report will be presented orally at a public Board meeting by November 1 of each school year and will allow public comment on such report. This report will be posted on the ESD's web page.

The ESD will report on its compliance with state standards to Oregon Department of Education (ODE) by November 15 each year on a form provided by ODE.

END OF POLICY

Legal Reference(s):

[ORS 329.095](#)
[ORS 329.105](#)

[OAR 581-022-2305](#)
[OAR 581-024-0240](#)

Northwest Regional Education Service District

Code: CM
Adopted: August 9, 2022
Revised/Readopted:
Orig. Code: CM

Compliance and Reporting on Standards

The superintendent will prepare an annual report that represents the ESD's compliance with the standards adopted by the State Board of Education for the preceding school year and submit that report to the Board.

The ESD's annual report will be presented orally at a public Board meeting by November 1 of each school year and will allow public comment on such report. This report will be posted on the ESD's web page.

The ESD will report on its compliance with state standards to Oregon Department of Education (ODE) by November 15 each year on a form provided by ODE.

END OF POLICY

Legal Reference(s):

[ORS 329.095](#)
[ORS 329.105](#)

[OAR 581-022-2305](#)
[OAR 581-024-0240](#)



Northwest Regional Education Service District

August 9, 2022

TO: Board of Directors

FR: Debbie Simons, Chief Human Resources Officer

RE: Education Staff Recruitment and Retention Grant

EXPLANATION: HB 4030 provided \$78 million in grants to support retention and recruitment of K-12 educators and other support personnel in schools across Oregon. The legislative and executive intent of these funds is to use them for strategies identified and prioritized through involvement of school personnel to:

- Address high need specialties and workforce shortage areas for both classified and licensed staff;
- Build on existing efforts which address root causes of workforce attrition while responding to urgent needs; and
- Diversify the workforce, as well as ensure every educator and staff member can meet the academic and well-being needs of students, particularly students from historically and persistently underserved groups.

Northwest Regional ESD's estimated allocation amount is approximately \$678,803. The focus of the ESD's application included the following:

- Develop a Data Driven Recruitment Process
- Establish a Transparent & Equitable Rewards Program
- Expand/connect to career pathways
- Induction and Mentoring Programs

Because this was a non-competitive grant; the application consisted of a very brief web-based submission process. Specific activities the ESD has been planning around is providing tuition support to qualified classified staff in meeting the requirements for teacher licensure through a partnership with Western Oregon University; creating and compensating staff who provide supervision to student teachers and interns/practicum students, creating a mentorship program across all employee groups to support successful onboarding and support of staff who are both new to the ESD and/or new to the profession, and develop a strong data driven recruitment plan and process to ensure that the ESD is recruiting the very best talent available for its openings.

The ESD was notified on June 22, 2022 that it had been approved for funding and we are seeking the board's approval to receive the grant.

PRESENTER(S): Debbie Simons

SUPPLEMENTARY MATERIALS: N/A

RECOMMENDATION: The Administration recommends approval

PROPOSED MOTION: I move to approve receipt of the grant funds



Northwest Regional Education Service District

August 9, 2022

TO: Board of Directors

FR: Cathy Jensen, Executive Director K-12 Special Education

RE: Oregon Commission for the Blind Agreement: Summer Work Experience Program

EXPLANATION: NWRESD has managed the Blind Visually Impaired Student (BVIS) fund on behalf of the Oregon Department of Education since 2009 when the fund was established. One of a number of projects that the BVIS fund supports is the Summer Work Experience Program, run by the Oregon Commission for the Blind (OCB). The program supports students with complex needs, including visual impairments, to attend a summer camp experience for five weeks. During this time, students from all over Oregon will learn and practice independent living skills, allowing them to return to school not only with more independent skills, but to transition successfully into independent adulthood. This program has been on pause for the last two summers due to Covid restrictions.

SUPPLEMENTARY MATERIALS: Intergovernmental Agreement 116-09

RECOMMENDATION: Staff recommends the NWRESD Board of Directors approve the expenditure of up to \$190,836.00 for the purpose of contracting with the Oregon Commission for the Blind to implement the Summer Work Experience Program for students who are blind or visually impaired.

PROPOSED MOTION: "I move to approve the expenditure of up to \$190,836.00 for the purpose of contracting with the Oregon Commission for the Blind to implement the Summer Work Experience Program for students who are blind or visually impaired."

INTERGOVERNMENTAL AGREEMENT

Agreement No. 116-09

This Agreement is between the State of Oregon acting by and through its Oregon Commission for the Blind (“Agency”) and the Northwest Regional Program Educational School District (“Regional Program”), each a “Party” and, together, the “Parties”.

1 AUTHORITY

This Agreement is authorized by ORS 190.110. and ORS 346.180.

2 PURPOSE

In accordance with the requirements listed herein, the Oregon Commission for the Blind (“Agency”) and the Northwest Regional Program Educational School District (“Regional Program”) hereby agree to cooperate in a project to serve youth who experience vision loss and are transitioning from high school into employment settings/the community.

Objectives of Agreement:

- a. To provide Pre-Employment Transition Services (Pre-ETS) in the form of a Summer Work Experience Program to Oregon based transition students between the ages of 16 and 20 who are blind/visually impaired in order to contribute to each student’s employment readiness.
- b. To establish an effective and efficient transition process for eligible Agency students and clients.
- c. To educate transition students and their families on Agency services.

3 EFFECTIVE DATE AND DURATION

This Agreement is effective on the date of the last signature (“Effective Date”), and terminates on November 30, 2022, unless terminated earlier in accordance with Section 16.

4 AUTHORIZED REPRESENTATIVES

4.1 Agency’s Authorized Representative is:

Dacia Johnson, Executive Director
State Of Oregon Commission For The Blind
535 SE 12th Avenue
Portland, OR 97214
Fax:971-673-1570
971-673-1588
Dacia.johnson@state.or.us

4.2 Regional Program’s Authorized Representative is:

Dan Goldman, Superintendent
Northwest Regional Program Education Service District
5825 NE Ray Circle
Hillsboro, OR 97124-6436
Fax: 503-614-1440
503-614-1428
dgoldman@nwresd.k12.or.us

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

5 RESPONSIBILITIES OF EACH PARTY

5.1 Regional Program shall perform certain work and Agency shall perform certain work as set forth on Exhibit A, attached hereto and incorporated herein by this reference.

5.2 Regional Program shall pay Agency as described in Section 6.

5.3 Client Rights and Confidentiality

Except as may otherwise be required by law or lawful order of a court of competent jurisdiction, the use or disclosure by any party of any information concerning a recipient of services under the Agreement, for any purpose not directly connected with the administration of Agency's or the Regional Program's responsibilities with respect to such services, is prohibited except upon the written consent of Agency, or the recipient, the recipient's attorney and, when applicable, the recipient's parent or guardian. All information, which is obtained by, or made available to, Agency, its representatives or employees, shall be held confidential according to federal and state laws and regulations, including but not limited to 29 USC § 701, et seq, and 34 CFR § 361.38.

5.4 Access to Information

The Regional Program agrees that all records pertaining to this Agreement are subject to inspection, copying and audit by or on behalf of Agency. The Regional Program agrees to provide Agency-authorized individuals access to the Regional Program's records and financial records pertaining to this Agreement for the purpose of conducting program evaluation activities and audits. To the extent permitted by law, any audit or program evaluation reports generated from the collection of the aforementioned data must assure complete confidentiality and anonymity with respect to client names and other information which link the data with an individual. Agency agrees to retain all books, records, and other documents relevant to this Agreement for five years, or such longer period as may be required by law.

6 COMPENSATION AND PAYMENT TERMS

Regional Program shall pay Agency a fixed fee of up to **\$190,836.00** contingent on pending Oregon State Legislature approval, for completing all work and delivering all deliverables required under this Agreement. The Regional Program agrees to pay the Agency in two equal parts: one payment of ½ the maximum total payment upon execution of this Agreement: no later than June 15, 2022, and a final payment of ½ of the maximum total payment upon completion of the program: no later than September 15, 2022. The Regional Program shall direct payments and correspondence to the person and address below:

Dacia Johnson, Executive Director
State Of Oregon Commission For The Blind
535 SE 12th Avenue
Portland, OR 97214
971-673-1588
Fax:971-673-1570
Federal Tax ID Number: 93-6001718

7. REPRESENTATIONS AND WARRANTIES

Regional Program represents and warrants to Agency that:

7.1 Regional Program is a regional educational school district duly organized and validly existing. Regional Program has the power and authority to enter into and perform this Agreement;

7.2 The making and performance by Regional Program of this Agreement (a) have been duly authorized by Regional Program, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Regional Program's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Regional

Program is party or by which Regional Program may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Regional Program of this Agreement, other than those that have already been obtained;

7.3 This Agreement has been duly executed and delivered by Regional Program and constitutes a legal, valid and binding obligation of Regional Program enforceable in accordance with its terms;

7.4 Regional Program has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Regional Program will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and

7.5 Regional Program shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

7.6 Regional Program represents and warrants that programs and services described under this Agreement are not currently being provided by Regional Program for which individuals served under the Agreement would be entitled.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Regional Program.

8 GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Regional Program that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. REGIONAL PROGRAM, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

9 OWNERSHIP OF WORK PRODUCT

9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:

9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:

9.1.1 "Regional Program Intellectual Property" means any intellectual property owned by Regional Program and developed independently from the work under this Agreement.

9.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than Regional Program or Agency.

9.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Regional Program is required to deliver to Agency under this Agreement, and all intellectual property rights therein.

9.2 All Work Product created by Regional Program under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of Agency. Agency and Regional Program agree that all Work Product created by Regional

Program under this Agreement is "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the Work Product created by Regional Program under this Agreement is not "work made for hire," Regional Program hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Work Product created by Regional Program under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Regional Program shall execute such further documents and instruments necessary to fully vest such rights in Agency. Regional Program forever waives any and all rights relating to Work Product created by Regional Program under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

9.3 If Work Product is Regional Program Intellectual Property, a derivative work based on Regional Program Intellectual Property or a compilation that includes Regional Program Intellectual Property, Regional Program hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Regional Program Intellectual Property and the pre-existing elements of the Regional Program Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

9.4 If Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Regional Program shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

9.5 If state or federal law requires that Agency or Regional Program grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Regional Program shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

10 CONTRIBUTION

10.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.

10.2 With respect to a Third Party Claim for which Agency is jointly liable with Regional Program (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Regional Program in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Regional Program on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Regional Program on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

10.3 With respect to a Third Party Claim for which Regional Program is jointly liable with Agency (or would be if joined in the Third Party Claim), Regional Program shall contribute to the amount of expenses

(including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Regional Program on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Regional Program on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Regional Program's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

11: REGIONAL PROGRAM DEFAULT

Regional Program will be in default under this Agreement upon the occurrence of any of the following events:

11.1 Regional Program fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

11.2 Any representation, warranty or statement made by Regional Program in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Regional Program is untrue in any material respect when made;

11.3 Regional Program (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

11.4 A proceeding or case is commenced, without the application or consent of Regional Program, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Regional Program, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Regional Program or of all or any substantial part of its assets, or (c) similar relief in respect to Regional Program under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Regional Program is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

12 AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

13 REMEDIES

13.1 In the event Regional Program is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Regional Program has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Regional Program to perform, at Regional Program's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or

setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

13.2 In the event Agency is in default under Section 12 and whether or not Regional Program elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Regional Program's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Regional Program, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Regional Program. In no event will Agency be liable to Regional Program for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Regional Program exceed the amount due to Regional Program under this Section 13.2, Regional Program shall promptly pay any excess to Agency.

14 RECOVERY OF OVERPAYMENTS

If payments to Regional Program, exceed the amount to which the Regional Program is entitled, Agency may, after notifying the Regional Program in writing, withhold from payments due Regional Program under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

15 LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

16 TERMINATION

16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

16.2 Agency may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to Regional Program;

16.2.2 Immediately upon written notice to Regional Program, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

16.2.3 Immediately upon written notice to Regional Program, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

16.2.4 Immediately upon written notice to Regional Program, if Regional Program is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Regional Program; or

16.2.5 As otherwise expressly provided in this Agreement.

16.3 Regional Program may terminate this Agreement as follows:

16.3.1 Immediately upon written notice to Agency, if Regional Program fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Regional Program's reasonable administrative discretion, to perform its obligations under this Agreement;

16.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Regional Program's performance under this Agreement is prohibited or Regional Program is prohibited from paying for such performance from the planned funding source;

16.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

16.3.4 As otherwise expressly provided in this Agreement.

16.4 Upon receiving a notice of termination of this Agreement, Regional Program will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Regional Program will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Regional Program will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Regional Program under this Agreement.

17 INSURANCE

Regional Program shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

18 NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

19 AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

20 NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

21 SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

22 SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

23 INDEMNITY

23.1 Regional Program shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of Regional Program or its officers, employees, subcontractors, or agents under this Agreement.

23.2 Regional Program will have control of the defense and settlement of any claim that is subject to this Section. But neither Regional Program nor any attorney engaged by Regional Program may defend the claim in the name of the State of Oregon or any of its agencies, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Regional Program settle any claim on behalf of the State of Oregon or any of its agencies without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Regional Program is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

24 COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

25 COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

26 INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Regional Program is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

27 INTENDED BENEFICIARIES

Agency and Regional Program are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

28 FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Regional Program after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

29 ASSIGNMENT AND SUCCESSORS IN INTEREST

Regional Program may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Regional Program to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Regional Program's assignment or transfer of its interest in this Agreement will not relieve Regional Program of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

30 SUBCONTRACTS

Regional Program shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Regional Program under this Agreement. Agency's consent to any subcontract will not relieve Regional Program of any of its duties or obligations under this Agreement.

31 TIME IS OF THE ESSENCE

Time is of the essence in Regional Program's performance of its obligations under this Agreement.

32 MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

33 RECORDS MAINTENANCE AND ACCESS

33.1 Regional Program shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Regional Program shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Regional Program, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Regional Program's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Regional Program, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Regional Program acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Regional Program shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Regional

Program shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

33.2 Between August 1, 2022 and October 1, 2022, Agency/SWEP staff shall prepare/compile final reports for each student in the program and send those reports to the regional programs associated with each student. Agency will also provide Oregon Blind and Visually Impaired Student Fund (BVIS) with the number of students who completed the program divided out by region.

33.3 The parties shall retain on file records of all activities and financial transactions under this Agreement, including final reports, for the applicable period required by law, and in any event, for a minimum of five years after the completion of the Term of Agreement, and for a total of seven years if audit questions or other requirements have not been resolved within the five year period. All Agreement related records are subject to audit and may be subject to compliance with federal audit requirements as stipulated in OMB Circular A-133.

34 HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

35 ADDITIONAL REQUIREMENTS

Regional Program shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

36 AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Insurance), and Exhibit C (Additional Requirements).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its

Oregon Commission for the Blind

Northwest Regional Program Educational School District

By: _____

By: _____

Printed Name

Printed Name

Title

Title

Date

Date

Approved for Legal Sufficiency in accordance
with ORS 291.047

By: Gretchen Gunn Merrill via Email 5/27/22
Senior Assistant Attorney General

**EXHIBIT A
STATEMENT OF WORK**

1. The Regional Program at its own expense shall perform the following work:

- a. Provide Agency staff with input and feedback on transition programs and students' Individualized Education Plans as they relate to preparing for and entering into employment.
- b. Assist Agency in the identification of students who are appropriate candidates based on Agency-provided eligibility criteria to participate in the Summer Work Experience Program.
- c. Provide information to students and parents or legal guardians on the timelines, deadlines, necessary paperwork, activities and opportunities related to the Summer Work Experience Program.
- d. Ensure that the Agency is not using project funds for administration activities attributable to the general expenses of the Regional Program, which are used in carrying out its' administrative functions.
- e. Ensure that only applicants or clients eligible, based on Agency-provided criteria for Vocational Rehabilitation (VR) services, are served.

2. Agency shall provide and perform the following work:

- a. Plan, coordinate and administer the Salem Summer Work Experience Program, at Western Oregon University. The program will be between 5 and 6 weeks long.
- b. Ensure that only applicants or eligible VR clients for the VR program participate in the project, based on Agency policy and established criteria.
- c. Ensure that expenditures and supervision for all VR services are under the direct control of Agency.
- d. Employ a Program Manager responsible for the Summer Work Experience Program and a Transition Counselor responsible for case management of transition-aged youth.
- e. Attend Individual Education Plan and Individual Transition Plan meetings eligible students as determined appropriate by Agency.
- f. Develop Individual Plans for Employment on all eligible students (determined by Agency), in cooperation with parents and teachers (as appropriate).
- g. At Agency's discretion, provide Pre-Employment Transition Services (Pre-ETS) appropriate to eligible students which are further described in Exhibit C and may include:
 - 1) Job exploration /counseling;
 - 2) Work-based learning experiences;
 - 3) Counselling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education;
 - 4) Workplace readiness training to develop social skills and independent living; and
 - 5) Instruction in self-advocacy, which may include peer mentoring courses.
- h. Provision of a caseload management system for eligible students in the program.
- i. Participate in Job Development/Job Placement activities.

- j. Facilitate services between Agency and the Regional Program.
- k. Ensure that the Summer Work Experience Program constitutes an innovative and new pattern of vocational services to blind and visually impaired students.
- l. Between August 1, 2022 and October 1, 2022, prepare/compile final reports for each student in the program and send those reports to the regional programs associated with each student.
- m. Provide the Oregon Blind and Visually Impaired Student Fund (BVIS) with the number of students who completed the program divided out by region by October 1, 2022.

3. Maximum Total Payment by the Regional Program; Payment Method.

The maximum total payment by the Regional Program to Agency under this Agreement, including expenses, is up to **\$190,836.00**, contingent on pending Oregon State Legislature approval. The Regional Program ensures that these are not federal funds, nor are they used to match another federal authority. The Regional Program agrees to pay the Agency in two equal parts: one payment of ½ the maximum total payment upon execution of this Agreement: no later than June 15, 2022, and a final payment of ½ of the maximum total payment upon completion of the program: no later than September 15, 2022. The Regional Program shall direct payments and correspondence to the person and address below:

Dacia Johnson, Executive Director
State Of Oregon Commission For The Blind
535 SE 12th Avenue
Portland, OR 97214
971-673-1588
Fax:971-673-1570
Federal Tax ID Number: 93-6001718

EXHIBIT B INSURANCE

- a. The parties understand that each is insured with respect to tort liability according to the statutory limits set in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and subject to the terms therein relating to liability, property, and auto claims. In addition, each party represents that it is insured for its workers' compensation obligations and shall provide benefits as prescribed by the State of Oregon.
- b. The Regional Program, its sub-contractors, and sub-grantees, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Sub-grantees or sub-contractors who perform the work without the assistance or labor of any employee need not obtain such coverage.
- c. The Regional Program shall hold and save harmless the State of Oregon, Agency, its officers, employees, agents, and members from damages arising out of the tortious acts of the Regional Program's employees, officers or agents acting within the scope of their employment and duties in performance of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

EXHIBIT C ADDITIONAL REQUIREMENTS

Additional Requirements: Required Pre-Employment Transition Services

The Workforce Innovation and Opportunity Act (WIOA) refers to an Act of Congress passed July 22nd, of 2014 that supersedes the Workforce Investment Act of 1998, known as the “WIOA Act” and also amended the Rehabilitation Act of 1973, and amends the Adult Education and Family Literacy Act, and the Wagner-Peyser Act.

Pre-employment transition services (Pre-ETS) are defined in section 7(30) of the Act and §361.5(c)(42) of the VR regulations. The required Pre-ETS activities are further defined in section 113(b) of the Act and §361.48(a)(2) of the VR regulations as:

1. Job Exploration Counseling which may include the following:

- Vocational guidance and counseling
- Interpretation of existing assessments done in the school.
- Using career information tools with the student.
- Exploring websites such as the Department of Labor and Industry, O*Net, and The Career Index Plus.
- Facilitating job shadowing, informational interviews, volunteer opportunities, etc.
- Participating actively in Disability Mentoring Day/Week and other forms of formal and informal mentoring provided by an employer to a student with a disability
- Job Clubs
- Payment of transportation to job shadowing, informational interviews, tours of Job Services, college Career Services, Independent Living (IL) Centers, career fairs, etc.
- Registration fees for career seminars, career fairs, career camps, etc.
- Job search assistance by Community Rehabilitation Programs (CRP)
- Volunteer site facilitation by the school, IL Center or CRP

2. Work-based learning experience aimed at trying out jobs and gaining work experience prior to graduation, which may include:

- Jobs performed in the school (paid or unpaid)
- Jobs performed outside of the school
- Volunteer positions in the community
- Internships both paid and unpaid
- Participation in Mentoring Day
- Informational interviews
- Job shadowing

3. Counseling on opportunities for enrollment in comprehensive transition or post-secondary educational programs at institutions of higher education which may include:

- Referrals to campus services (Career Services, Disability Support Services, TRIO and Educational Opportunity Centers)
- Preparation for entrance testing
- Campus visits
- Review of entrance requirements
- Links to FAFSA, Student Assistance Foundation and other funding resources
- College preparation camps and college open houses

4. Work place readiness, training to develop social skills and independent living focused on preparing the student for entering the world of work and living independently. Services could include:

- Soft skills training
- Working/Living with a disability classes
- Work skills training
- Peer mentoring and supports

- Independent living skills
- Customer service skills
- Classes at Job Services, Adult Education, IL Centers

5. Instruction in self-advocacy to help the student help themselves and develop the skills to flourish in the economy and life. Services could include:

- Independent living classes on peer mentoring, living well with a disability, self-advocacy, disability history
- Job Mentoring activities
- Instruction in assistive technology and accommodations in the workplace



Northwest Regional Education Service District

August 9, 2022

TO: Board of Directors

FR: Cathy Jensen, Executive Director K-12 Special Education

RE: St. Mary's Home for Boys Agreement

EXPLANATION: NWRESD provides educational services to both residential and day treatment students attending the Levi Anderson Learning Center at St. Mary's Home for Boys. Approximately 30 students are placed into the program annually by school districts using slots purchased via the Local Service Plan and funded by service credits or contracts with NWRESD. NWRESD then contracts with St. Mary's Home for Boys to provide mental health services to those students. For 22-23, districts have increased their slot purchases to 35.

SUPPLEMENTARY MATERIALS: Professional Services Contract

RECOMMENDATION: Staff recommends the NWRESD Board of Directors approve the expenditure of up to \$935,089 for the purpose of contracting with St. Mary's Home for Boys to provide Mental Health Services for up to 35 students.

PROPOSED MOTION: "I move to approve the expenditure of up to \$935,089 for the purpose of contracting with St. Mary's Home for Boys to provide Mental Health Services for up to 35 students."

**NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
PERSONAL SERVICES CONTRACT**

This PERSONAL SERVICES CONTRACT (this "Contract") is between NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT, an education service district of the State of Oregon organized under ORS Chapter 334 (the "District"), and ST. MARY'S HOME, an Oregon public benefit corporation, doing business as St. Mary's Home for Boys ("Contractor").

The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be July 1, 2022. Unless earlier terminated as provided below, the termination date shall be June 30, 2023.

Contractor's Agreement to Sell Services. Contractor agrees to sell to or provide the District with the Services described in Exhibit 1.

Statement of Work. Contractor and the District shall perform the work described in Exhibit 1.

Payment for Work. The District agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. The Contract Documents consist of the following documents, which are listed in descending order of precedence: this Contract; exhibits to this Contract, including Exhibit 1 (Statement of Work, Compensation, Payment and Renewal Terms); Exhibit 2 (Insurance Requirements); and Exhibit 3 (Certification Statement for Corporation or Independent Contractor).

A conflict in the Contract Documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The Contract Documents are the entire contract between the parties and shall supersede any prior representation, written or oral.

STANDARD TERMS AND CONDITIONS

1. Time Is of the Essence. Time is of the essence in the performance of this Contract.

2. Subcontracts and Assignment. Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract without the prior written consent of the District, which may be withheld without cause. In addition to any other provisions the District may require, Contractor shall require any permitted subcontractor under this Contract that the subcontractor be bound by all the same terms and conditions of this Contract. Such subcontracts are solely between Contractor and the subcontractor and shall not have any binding effect on the District.

This Contract is not assignable by Contractor, either in whole or in part, unless Contractor has obtained the prior written consent of the District.

3. Other Contractors. The District may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such other contractors and with any District employees concerned with such additional or related work, and shall coordinate its performance under this Contract with such additional or related work. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.

4. Independent Contractor Status. Contractor shall certify status as an independent contractor in accordance with Exhibit 3.

5. No Third-Party Beneficiaries. The District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third parties unless such third parties are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

6. Successors in Interest. The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

7. Nonperformance. In the event of nonperformance under this Contract, the District, after seven days' written notice, shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.

8. Payment of Invoices.

a. Method of Payment. Contractor shall bill the District monthly as services are performed. Payment shall be made as provided in Exhibit 1.

b. Payment on Early Termination. Upon termination in accordance with paragraph 8, payment shall be made as follows:

(i) If terminated under paragraphs 9(a) or 9(b), the District shall pay Contractor for work performed before the termination date if such work was performed in accordance with this Contract. The District shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim the District may have against the Contractor.

(ii) If terminated under paragraph 9(c) by Contractor because of a breach by the District, the District shall pay Contractor for work performed before the termination date if such work was performed in accordance with this Contract.

(iii) If terminated under paragraphs 9(c) or 9(d) by the District because of a breach by Contractor, the District shall pay Contractor for work performed before the termination date, provided such work was performed in accordance with this Contract, less any set-off to which the District is entitled.

9. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:

a. The District and Contractor, by mutual written agreement, may terminate this Contract at any time.

b. [Left intentionally blank]

c. Either the District or Contractor may terminate this Contract for breach of this Contract by the other. Before such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the written notice, the party giving the notice may terminate this Contract at any time thereafter by giving a written notice of termination.

d. Notwithstanding paragraph 8(c), the District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or nonrenewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.

10. Nondiscrimination (Required by ORS 279A.110). Contractor shall not discriminate against a disadvantaged business enterprise, a minority-owned or women-owned business, an emerging small business certified under ORS 200.055, or a business enterprise that is owned by a service-disabled veteran. Additionally, Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and must not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits, or employment.

11. Tax-Compliance Warranty (Required by ORS 279B.045). Contractor represents and warrants that Contractor has complied with the applicable tax laws of the State of Oregon or a political subdivision of the State of Oregon (collectively, "Tax Laws"), including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor covenants that contractor will continue to comply with the Tax Laws during the term of this Contract. Failure by Contractor to comply with the Tax Laws before the execution of this Contract or during the term of this Contract is a default for which the District may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.

12. Payment of Laborers (Required by ORS 279B.220). Contractor shall:

a. Make payment promptly, as due, to all persons supplying Contractor with labor or materials for the prosecution of the work provided for this Contract;

b. Pay all contributions or amounts due the Industrial Accident Fund by Contractor or subcontractors, if permitted, incurred in the performance of this Contract;

c. Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or materials furnished; and

- d. Pay to the Department of Revenue all sums withheld from employees in accordance with ORS 316.167.

If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this Contract as such claim becomes due, the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract.

The payment of a claim in this manner shall not relieve Contractor or Contractor's surety, if any, from obligation with respect to any unpaid claims.

13. Hours of Labor; Pay Equity; Salary Discussion (Required by ORS 279B.020, 279B.235).

- a. Contractor shall not employ any person for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when public policy absolutely requires it. In such cases, except in cases of agreements for personal services as defined in ORS 279A.055, the laborer shall be paid at least time-and-a-half pay for the following:

- i. All overtime in excess of eight hours in any one day, or 40 hours in any one week, when the work week is five consecutive days, Monday through Friday; and
- ii. All overtime in excess of ten hours in any one day, or 40 hours in any one week, when the work week is four consecutive days, Monday through Friday; and
- iii. All work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or in ORS 279B.020(1)(b)(B-G).

- b. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week does not apply to individuals who are excluded under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209 from receiving overtime.

- c. Contractor shall give notice in writing to its employees who perform work under this Contract, either at the time of hire, before commencement of work under this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- d. Contractor shall comply with ORS 652.220 (addressing the prohibition of discriminatory wage rates based on sex and that employer is not to discriminate against an employee who is a complainant). Compliance is a material element of this Contract. Failure to comply is a breach that entitles the District to terminate this Contract for cause.

e. Contractor may not prohibit any of its employees from discussing the employee's wages, salary, benefits, or other compensation with another employee or another person, and Contractor may not retaliate against an employee who does so.

14. Payment for Medical Care and Workers' Compensation (Required by ORS 279B.230).

a. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.

b. All subject employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

15. Non Appropriation/Adequate Funding.

a. If payment for work under this Contract extends into the District's next fiscal year, the District's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the school board.

b. Continuation of this Contract, at specified levels, is conditioned on adequate funding under the District's budget adopted in June of each year. The District reserves the right to adjust the level of services in accordance with funding levels adopted.

16. Remedies. In the event of breach of this Contract, the parties shall have the following remedies:

a. In addition to the remedies in paragraphs 8 and 9 for a breach by Contractor, the District shall also be entitled to any other equitable and legal remedies that are available.

b. If the District breaches this Contract, Contractor's remedy shall be limited to termination of this Contract and receipt of Contract payments to which Contractor is entitled.

17. Errors. Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

18. Access to Records. Contractor agrees that the District and its authorized representatives shall have access to the books, documents, papers, and records of Contractor that are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts.

Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that the District's duly authorized representatives shall have

access to such fiscal records and other books, documents, papers, plans, and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

19. Confidentiality.

a. Generally. No reports, information, and/or data given to or prepared or assembled by the parties under this Contract shall be made accessible to any individual or organization by either party without the prior written approval of the other party. As required by 20 USC 1232(g) (the Family Educational Rights and Privacy Act of 1974 "FERPA") and ORS 326.565, Contractor shall not disclose any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract.

b. FERPA Redislosure. The parties recognize that FERPA imposes strict penalties for improper disclosure or redislosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the parties in the performance of this Contract may not be disclosed to third parties without written consent of the students' parent/guardian, and must be used only for the purposes identified in this Contract.

20. Employment Standards. Contractor agrees that upon request by the District, it shall remove from all District premises any employee of Contractor who, in the sole opinion of the District, is guilty of improper conduct, bringing any unauthorized personnel (including their own children) into a facility, or is not qualified to perform the work assigned.

21. Security. Any disclosure or removal of any material and/or property on the part of Contractor or Contractor's employees shall be cause for immediate cancellation of this Contract. Any liability, including but not limited to attorney fees, resulting from any action or suit brought against the District as a result of Contractors or Contractor's employees' willful or negligent release of information, documents, or property contained in or on District property shall be borne by Contractor. All information, documents, and property contained within these facilities shall be considered privileged and confidential.

22. Compliance With Applicable Law. Contractor shall comply with all federal, state, and local laws applicable to public contracts and to the work performed under this Contract, and all regulations and administrative rules established under those laws.

23. Indemnity and Hold Harmless. Contractor shall defend, indemnify, and hold the District and its officers, agents, and employees harmless from and against all liabilities, losses, and costs (including reasonable attorney fees) arising from or relating to this Contract. Such

liabilities include but are not limited to damages for injury or death or the violation of any statute, ordinance, or regulation. This contractual indemnity provision is in addition to and does not abrogate any common law, statutory liability, or other source of indemnification that may be provided to the District.

24. Insurance. Contractor shall provide insurance in accordance with Exhibit 2.

25. Waiver. Waiver of any default under this Contract by the District shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

26. Governing Law. The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and rules of the District as they appear at the time of signing or any subsequent addenda. Any legal action involving any question arising under this Contract must be brought in Washington County Circuit Court. If the claim must be brought in a federal forum, it shall be brought and conducted in the United States District Court for the District of Oregon.

27. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

28. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing and signed by the parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

29. Antidiscrimination Clause. Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits, or employment.

30. Attorney Fees. If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum that a court, including any appellate court, may adjudge reasonable as attorney fees. If the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based on the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon, area for the type of legal services performed.

31. Rule of Construction. The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation or application of this Contract.

32. Notices. All notices or demands of any kind required or desired to be given by the District or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

EXHIBIT 1
Personal Services Contract
Statement of Work, Compensation, Payment and Renewal Terms

1. Description of Program.

1.1 Contractor operates St. Mary's Home for Boys at its campus located at 16535 S.W. Tualatin Valley Highway, Beaverton, Oregon. St. Mary's Home for Boys is a residential and day-treatment program for at-risk boys between the ages of 10 and 18 who are emotionally disturbed and behaviorally delinquent. Clients in the residential program are generally referred by the courts, the Oregon Youth Authority, and the Oregon Department of Human Services. In addition to resident students, Contractor serves day students referred by area school districts.

1.2 The District provides educational and special-education services to these students at the Levi Anderson Learning Center (the "LALC") on Contractor's campus. Educational services for students eligible for special-education services are based upon their individual education plans ("IEPs").

1.3 Contractor provides mental health counseling and push-in behavioral support services in the classroom to students and their families according to the services listed on the student IEPs (Day Treatment Services). Day Treatment staff will work with the teaching team and develop a schedule for actual time in the classroom on a daily schedule. Day Treatment staff and teaching staff will determine the needs of the classroom and will provide 1-2 mental health team members to assist with the behavioral needs. This will include CPS conversations, breaks in the green room, a plan to return to class when ready, and repair conversations with staff as needed. Given the student population, Contractor's services are critical to the efficacy of the teaching program and to the safety and well-being of the students, staff, and faculty.

1.4 The purpose of this Contract is to memorialize the terms and conditions under which the parties will provide services to conduct the educational and day-treatment program (the "Program").

2. Premises.

2.1 Contractor's Responsibilities.

(a) Contractor will provide the following spaces within the LALC (the "Premises") to the District for the Program:

- (i) Nine (9) classrooms;
- (ii) One (1) computer lab;
- (iii) Two (2) conference rooms;
- (iv) One (1) staff lounge;
- (v) One (1) office for District transitional support services;

- (vi) Five (5) offices for District staff; and
 - (vii) Two (2) storage rooms.
- (b) Contractor will provide and maintain casualty and liability insurance covering the LALC for the duration of this Contract.
- (c) Except as provided in Section 2.2 below, the Contractor will be responsible for providing and paying for utilities (water, sewer, gas, and electric services) to the Premises.
- (d) Contractor will provide local telephone services in all classrooms and offices in the Premises. In addition, Contractor will provide long-distance capability on designated phones within the Premises.
- (e) Contractor will provide all janitorial services to the Premises, including daily cleaning of the floors and restrooms and daily removal of refuse and recycling. All cleaning and disinfection services must be in compliance with the practices recommended by the CDC. Janitorial and cleaning services must provide documentation of disinfection practices used by janitorial personnel on a weekly basis to designated NWRESD staff member/members for review.
- (f) Contractor will be responsible for maintenance and repair of the Premises for usual and customary wear and tear. Maintenance and repair of the building to include upkeep and management of the Indoor Air Quality (IAQ). All protocols, systems, and standards must be in compliance with the guidelines for IAQ in schools as outlined by the EPA. HVAC repairs will be done in a timely manner to maintain proper air circulation in all classrooms and offices prior to staff and students returning to the Levi school building in the fall 2022-2023. Contractor will inspect HVAC filters bimonthly and change filters every 90 days or more often if needed due to hazardous outdoor air quality as determined by the Environmental Protection Agency Air Quality Index. All air filters need to be maintained and replaced as necessary to ensure the proper functioning of the ventilation system for the school building.
- (g) All St. Mary's and NWRESD staff serving students in the Levi Anderson Learning Center will comply with Occupational Safety and Health Administration and the Oregon Department of Education Ready Schools Safe Learners (RSSL) health and safety requirements.

2.2 District's Responsibilities.

- (a) The District will provide all necessary equipment, furniture, and materials to conduct the education portion of the Program.
- (b) The District will provide and maintain insurance covering the contents on the Premises belonging to the District.

(c) The District will reimburse Contractor for electricity and natural gas usage at a rate of **two-thirds** of the monthly gas and electric bill for the LALC (the "Utility Reimbursement"). The Utility Reimbursement was determined based on the District's percentage occupancy of the LALC building.

(d) The District will reimburse Contractor for any individually billed long-distance telephone charges generated by District staff (the "Telecommunications Reimbursement").

3. Staffing.

3.1 Contractor's Responsibilities.

(a) Contractor will provide the following personnel for the Program. All positions are full-time positions.

(i) Four (4) counselors with appropriate experience and qualifications;

(ii) Two (2) program managers; and

(iii) Two (2) therapists. The therapist position must require a master's degree in a field related to the work.

(b) Contractor's staff will be appropriately certified and licensed on site at the LALC at all times during the school day.

(c) A failure by the Contractor to maintain the staffing levels required by this Contract is grounds for reduction in funding as described in Section 5.

(d) Contractor will provide professional liability insurance coverage covering its therapists and counselors.

(e) Contractor will disclose data pertaining to student incidents and threats that occur during school hours. Data to be shared includes: incidents leading to seclusion, incidents requiring restraints, student out-of-classroom data, and contact data for students and their families/guardians. All data should be disclosed in a timely manner.

3.2 District's Responsibilities.

(a) The District will provide the following minimum required instructional staff for the Program. All positions are full-time positions except where otherwise noted.

(i) Nine (9) classroom teachers, one of whom will be a special education teacher;

(ii) Ten (10) instructional assistants;

(iii) .6 FTE school psychologist;

(iv) .2 FTE speech language pathologist;

- (v) One (1) Program administrator.
- (b) The District's staff will be appropriately certified and licensed and will be on site at the LALC at all times during the school day.
- (c) The District will employ appropriately qualified substitutes when necessary to maintain the staffing levels required by this Contract.
- (d) The District may provide additional staffing as long as the District meets the minimum staffing levels set forth in this section.

4. Program.

4.1 Number of Students. The Program will serve up to 90 students, with no more than 11 students in any classroom. The Program will not accept new students if doing so would cause these limits to be exceeded.

4.2 Contractor Responsibilities.

- (a) Contractor's day treatment Program manager(s) will attend and participate along with District educational staff in all interviews and intake meetings regarding potential new students referred by school districts. The intake process is intended to improve communication and assist with transitioning students into the program. The day treatment manager and the school Principal will work together to plan intake meetings, scheduling, and deciding with the intake team whether to accept the student to the program.
- (b) Contractor's day-treatment staff will collaborate with District educational staff to conduct a functional behavioral analysis ("FBA") for each affected special education student and develop a behavioral support plan ("BSP") for that student based on the FBA. Contractor's day-treatment staff will provide in-class support during the school day in compliance with the BSP and with the student's IEP.
- (c) Contractor's day-treatment staff will communicate with the District's educational staff to arrange and support scheduled student breaks and/or required IEP accommodations. Contractor may provide this support in the classroom or out of the classroom during breaks. Contractor will staff structured break time and choice areas for students to refocus them for classroom reentry. Contractor's staff will provide the indicated behavioral management in order to increase learning opportunities for all students.
- (d) Contractor's day-treatment & residential staff will promptly respond to District staff requests for student behavioral support. Contractor's staff will respond immediately if District staff, (school staff), request assistance in a matter impacting student / staff safety (i.e., "code blue" or other discretely communicated request for assistance). If District staff request assistance with an emerging concern (i.e., escalating student behaviors, but not an immediate safety risk), Contractor staff will respond within three to five minutes or as soon as they are available to assist. Contractor staff will respond via radio/phone of potential time to respond to the student's needs. If a physical removal or

restraint is needed, the contractor will utilize techniques consistent with current training certification. Contractor's day-treatment staff will maintain current certifications using a crisis response program approved by the Oregon Department of Education.

(e) Contractor's day-treatment & residential staff will provide support to students who are reentering the classroom. Such support includes but is not limited to communication with the District's classroom staff and supporting students as they get settled in the classroom for a few minutes upon re-entry. The re-entry meeting will involve the teaching staff, student, and the day-treatment staff member that can support this re-entry/ Proactive Plan B conversation. The goal is the success of the student and a return to class when the student is ready, willing, and able with the support of the District/school staff and the day-treatment and residential staff as needed.

(f) Contractor's day-treatment staff will gather ongoing data regarding classroom removals in order to determine the effectiveness of classroom modifications and out of class refocus protocols. Contractor will share this information with the District's teaching staff to improve processes and protocols related to classroom behavioral management and ongoing learning.

(g) Contractor's day-treatment staff and district staff will practice positive behavioral support strategies (such as collaborative problem-solving) and push-in models in an effort to coach and support students and to monitor and provide feedback to students on the levels of effort and productivity in the classroom. When students do not complete their schoolwork during the school day, Contractor's day-treatment staff will provide a space during choice time (free time/recreation time) for students to complete their schoolwork before earning free choice.

(h) Contractor's day-treatment staff will participate in 30 and 60-day placement review meetings with District staff and other IEP team members.

(i) Upon receipt of a signed Consent to Release/Obtain information, Contractor will grant access to District's staff to Contractor's home-pre/post-testing behavioral checklist data and the current psychological assessment information for students residing at St. Mary's Home for Boys in order to document special education eligibility.

4.3 District Responsibilities.

(a) The District will provide educational services to students in the Program. The District/school staff will notify and invite the day treatment and residential case managers to the yearly IEP meetings with at least a seven days notice of the upcoming IEP.

(b) The District will collaborate with the Contractor on an agreed-upon intake and review process for day treatment students. For example, the District principal and/or an education representative such as a special education teacher, school psychologist, speech/language pathologist or other program educator, and the Contractor's manager and/or case manager will attend all meetings related to intake and review.

- (c) Contractor's day-treatment staff will be invited to participate in all meetings related to the delivery of education and special education services for individual students.
- (d) The District will provide the extended school year services ("ESY") for any student identified as in need of such services through the IEP process. All ESY contracts will be negotiated between the District and the affected school district.
- (e) The District will provide the administrative oversight of the educational program. The District administrator will supervise the educational staff and work directly with the day-treatment management team.
- (f) The District will provide educational transitional planning for all students leaving the Program for placement in other educational settings or school programs.
- (g) For students residing at St. Mary's Home for Boys, the District will provide Contractor's case managers with information necessary to complete the 30-day assessment report, an individualized academic progress report, and report cards/transcripts on a quarterly basis (November 15, February 9, April 20, and June 21). These quarterly reports will be referred to and included as part of Contractor's 90-day case review.
- (h) The District will provide Contractor's case managers with completed copies of all IEP and special education eligibility documentation (such as evaluation reports).

5. Compensation and Payment.

5.1 The District will pay Contractor 45 percent of the proceeds that the District receives from a school district under a placement agreement for each student referred to and attending the Program (the "Slot Cost Payment") for the purpose of providing mental health students to students.

5.2 In addition, the District will pay Contractor a total of \$90,750 for facilities and services costs (the "Facilities Payment"). This sum will be paid in twelve monthly installments of \$7,562.50.

5.3 Contractor will invoice the District monthly for the Slot Cost Payment, the Facilities Payment, the Utilities Reimbursement at **two-thirds** of the total monthly cost and the Telecommunications Reimbursement. The invoice will include copies of the relevant utility and telecommunications provider bills. The District will pay the Contractor within 30 days of receipt of a complete invoice.

5.4 If the Contractor fails to maintain minimum staffing levels as required by Section 3.1 of this Contract, the District will provide written notice to the Contractor of the deficiency. If Contractor fails to correct the deficiency within seven days, the District may deduct from the next payment an amount equal to 10 percent of the total of the Slot Cost Payment. Such deduction will continue until the Contractor corrects the staffing deficiency. If the staffing deficiency continues for more than two months following the District's deficiency notice, it will be considered a material breach of this Contract. If a staff member employed by Contractor

applies to NWRES D and is offered a position with NWRES D, Contractor shall have up to six weeks from the date the staff member gave notice to fill the position.

6. Contract Renewal.

6.1 This Contract may be renewed on an annual basis. The parties shall meet no later than 30 days before the termination date of this Contract to negotiate a renewal contract for the next school year.

EXHIBIT 2
Personal Services Contract
INSURANCE REQUIREMENTS

Contractor shall at all times maintain, in force at Contractor's expense, each insurance noted below:

Workers' compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (*See Exhibit 4*).

THIS COVERAGE IS REQUIRED. Attach certificate of insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of a certificate of insurance.

Professional Liability/E&O insurance with a combined single limit of not less than \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. This coverage must be provided and remain in force for two years after the completion of this Contract.

Required by District Not required by District

Commercial General Liability insurance, on an occurrence basis, with a limit of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage.

Required by District Not required by District

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non owned vehicles.

Required by District Not required by District

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by A.M. Best Rating Services. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Contractor shall furnish a current certificate(s) of insurance to the District before Contract execution. The certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from Contractor's insurer to the District. The certificate(s) shall also state the deductible or retention level. For commercial general liability, the certificate shall also provide that the District, its agents, officers, and employees are additional insureds with respect to Contractor's services to be provided under this Contract. An additional-insured endorsement shall be attached to the certificate of insurance. No work shall commence until the District receives the certificate and additional-insured endorsement. If requested, complete copies of insurance policies shall be provided to the District.

**EXHIBIT 3
Personal Services Contract**

**CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

NOTE: Contractor Must Complete Section A or B below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP

I certify under penalty of perjury that Contractor is a [check one]: Corporation
 Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature

Title

Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All the statements checked below are true.

NOTE: Check all that apply. You must check at least four to establish that you are an independent contractor.

- A. The labor or services that I perform are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.

- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance, or liability insurance, or providing warranties relating to the labor or services that I provide.

Contractor Signature

Date



Northwest Regional Education Service District

August 9th, 2022

TO: Board of Directors

FR: Ryan Blasquez, Director of Instructional Services

RE: Oregon Response to Instruction and Intervention project grant

EXPLANATION:

NWRESD has the opportunity to house the OrRTIi project grant and team for the upcoming school year. ORTIi has been working for over a decade to support Oregon's school districts and students. The initiative began in 2005-2006 when the Oregon Department of Education (ODE) contracted with the Tigard-Tualatin School District (TTSD), an early adopter of RTI, to work with other school districts to develop Response to Intervention systems for use in supporting the learning needs of ALL and identify students with Specific Learning Disabilities.

The maximum grant funds detailed in the grant are \$1.4 million dollars. This is primarily to fund the RTI coaches and district facing professional development events.

TTSD has carried the contract until this year (ending July, 2022). Four districts were in the first Cadre 2005-2006. Since that time, ORTIi has worked with over 90 districts in Oregon, and has consulted with many more districts and educational agencies in other states and internationally.

PRESENTER(S): Ryan Blasquez, Director of Instructional Services

SUPPLEMENTARY MATERIALS: [Current OrRTI Cadre lists](#) (participating districts and ESDs) and ODE GRANT #22073 – Oregon Response to Instruction and Intervention

RECOMMENDATION: Staff recommends the NWRESD Board of Directors approve the acceptance of the RTI grant for the purpose of supporting Oregon schools, NWRESD collaboration and sharing resources/ supports with our stakeholders in 22-23.



Northwest Regional Education Service District

PROPOSED MOTION: “I move to approve the acceptance of the RTI grant for the purpose of supporting Oregon schools, NWRES D collaboration and sharing resources/ supports with our stakeholders in 22-23.”

Oregon RTIi SCOPE OF WORK AND PARTICIPATING SCHOOLS/DISTRICTS

Oregon RTIi identifies nine components that are critical for deep and sustainable implementation of an RTI system that effectively meets the needs of all learners, improves achievement outcomes, and is sustainable over time.

The 9 Essential Components of RTI include:

- Culture- A purposeful school district develops a system based on a growth mindset, a continuous cycle of improvement, and high expectations for *ALL* student populations, focused on reducing the achievement gap with historically unserved populations.
- Teaming- Team meetings are a vital part of creating curricular and instructional improvements, designing interventions, and deciding which students will benefit from additional tiered instruction.
- Leadership- In order to establish an effective RTI system, leaders and leadership teams must create and maintain several critical practices.
- Professional Learning- Effective professional learning fosters learning not only across teams but entire schools and districts.
- Core Instruction- The basis for all RTI work is a research-based core curriculum delivered with fidelity.
- Universal Screening- Universal school-wide screening is the first level of data collected in the RTI process.
- Interventions- Some students who are at-risk for academic difficulties will require more support than a student who is on-track for success. Intervention support for these students should be evidence-based, provided in addition to core/Tier 1 supports that all students receive, targeted and matched to the specific skills, and implemented with fidelity, or in the way in which it was designed to be delivered.
- Progress Monitoring- In an RTI system, students in interventions have their progress monitored frequently, every week or two for elementary students.
- SLD Decision Making- The determination that a child has a specific learning disability (SLD) and is in need of special education requires a carefully implemented multi-step process. RTI is the framework for those student centered discussions.

Participating schools, districts and ESDs linked here: [Current OrRTI Cadre lists](#)

STATE OF OREGON GRANT AGREEMENT

Grant No. 22073

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and Northwest Regional Education Service District (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to ORS 327.128 and 20 USC 1411(e)(2)(C), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to provide funding to Grantee to provide coaching and technical assistance to Oregon school districts in order to improve Kindergarten through 8th grade student outcomes, including the academic areas of literacy and math. Through this Grant, school districts will increase capacity to use culturally responsive, evidence-based practices that promote student growth and the accurate identification of students experiencing disability, consistent with federal requirements under the Individual with Disabilities Education Act (IDEA).

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2022 (“Effective Date”), and unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2023.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

4.2 Sarah Soltz
255 Capitol St. NE Salem, OR 97310
503-881-2120
sarah.soltz@ode.oregon.gov

4.4 Grantee’s Grant Manager is:

Megan McCarter
5825 NE Ray Cir, Hillsboro, OR 97124
503-614-3169
mmccarter@nwresd.k12.or.us

4.5 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$1,400,000.00 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from moneys available through its federal U.S. Department of Education IDEA Special Education and Improvement Grants for Children with Disabilities (“Funding Source”).

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1** Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2** Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3** Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

7.2 Conditions Precedent to Disbursement. Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments, or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

7.2.2 No default as described in Section 15 has occurred; and

7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

7.3 No Duplicate Payment. Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 Organization/Authority. Grantee represents and warrants to Agency that:

8.1.1 Grantee is an education service district, duly organized and validly existing;

8.1.2 Grantee has all necessary rights, powers, and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;

8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order, or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited

by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret, or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform, and to display the Work Product; to authorize others to do the same on Agency’s behalf; and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third Party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.
- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel, or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease, or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that: (i) is confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities, and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-646A.628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify Agency’s Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees or contractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of

this Section.

- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Confidential Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300, or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other indirect damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability, or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors or subgrantees used to carry out the Project are private entities, Grantee and any private contractors or subgrantees

must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.

12.2 Public Body Insurance. If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B, or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

12.3 Real Property. If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage, or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating, and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

15.1 Grantee. Grantee will be in default under this Grant upon the occurrence of any of the following events:

15.1.1 Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A

or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Grant;

15.1.2 Any representation, warranty, or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds, or the performance by Grantee is untrue in any material respect when made; or

15.1.3 A petition, proceeding, or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership, or other law relating to reorganization, liquidation, dissolution, winding-up, or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

15.2 Agency. Agency will be in default under this Grant if, after 15 days' written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

16.1 Agency Remedies. In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or for which Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant, or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

16.2 Grantee Remedies. In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement for Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

18.1 Mutual. This Grant may be terminated at any time by mutual written consent of the Parties.

18.2 By Agency. Agency may terminate this Grant as follows:

- 18.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 By Grantee. Grantee may terminate this Grant as follows:

- 18.3.1** If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to perform its obligations under this Grant.
- 18.3.2** If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations, or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other

planned Project funding; or

18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

18.4 Cease Activities. Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

19.1 Conflict of Interest. Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Grantee.

19.2 Nonappropriation. Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of Agency.

19.3 Amendments. The terms of this Grant may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.

19.4 Notice. Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

19.5 Survival. All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 8, 10, 11, 13, 14, 16, 17 and subsections 19.2, 19.5 hereof, and 19.13 and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

19.6 Severability. The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining

terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state, and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency, and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.**
- 19.11.1** Grantee may not enter into any subgrants for any of the Project activities required of Grantee under this Grant.
- 19.11.2** Grantee may not, without Agency's prior written consent, enter into any contracts for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic, or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic, or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following

termination of this Grant, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Grant, whichever date is later.

19.14 Headings. The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe meaning or to interpret this Grant.

19.15 Grant Documents. This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit C (Federal Terms and Conditions)
- Exhibit A (the “Project”)
- Exhibit B (Insurance)
- Exhibit D (Federal Award Identification)

(The remainder of this page is intentionally left blank, signature page to follow).

19.16 Merger, Waiver. This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: _____
Mandee Wilding, Contracting Officer

Date

Grantee

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: approved via email and on file with Agency
Gretchen Merrill, Senior Assistant Attorney General

6/27/2022
Date

EXHIBIT A

THE PROJECT

SECTION I. BACKGROUND AND GOALS

The U.S. Department of Education’s Office of Special Education Programs requires Agency set annual statewide performance targets for students experiencing disability in academic areas. For areas in which student groups statewide are not meeting targets, Agency must support districts in making progress toward meeting targets. This Project will offer technical assistance and professional learning supports to districts identified as needing additional support in order to improve student-level outcomes in literacy. Grantee will provide an existing infrastructure from which to expand supports available for districts needing additional support in improving student outcomes in literacy.

Grantee will utilize new and existing infrastructure to offer statewide resources and deliver professional learning and coaching supports to Oregon schools to improve student outcomes in literacy by administering the Oregon Response to Instruction and Intervention (ORTIi) program. Through the ORTIi program Oregon school districts receive technical assistance in the areas of instructional practices and systems improvement that directly impact academic outcomes. Grantee was selected to lead operations of ORTIi because of its capacity to model and support the scale-up of an effective coaching model and capacity to integrate with other school improvement initiatives.

The overall goal of this Project is to improve student-level performance outcomes in literacy by:

- Increasing the percentage of students identified as performing at or above reading benchmarks;
- Decreasing the number of students identified as needing intensive intervention, or performing well below benchmarks, in reading;
- Decreasing the performance gaps between student groups in reading achievement; and
- Promoting the accurate referral and identification of students experiencing reading difficulties or with a specific learning disability impacting reading.

SECTION II. PROJECT ACTIVITIES

Grantee must carry out the activities described below:

- By September 30, 2022, submit to Agency a service delivery plan. The service delivery plan must include a description of services to be offered statewide including targeted services offered to specific districts, an updated organizational chart showing ORTIi staffing and support structure to districts, and an updated list of ORTIi participating districts;

- Provide training and coaching support to current ORTI participating districts who elect to continue participation in ORTI coaching supports and to scale up in additional districts who have previously installed a Multi-Tiered System of Support (MTSS) in literacy, and consistent with current data and contextual factors for each district;
- Provide travel reimbursements to targeted districts for participation in implementation activities;
- Provide statewide supports to improve achievement and outcomes for all students including those experiencing disability. Content must address the science of reading, MTSS foundations, data-based individualization, assessment and data-based decision making, and others. Training will be delivered through an annual statewide conference, a series of statewide trainings, dissemination of materials, maintenance of a website with resources to support effective literacy practice, and maintenance of a statewide support network which may include hubs at additional locations statewide. Trainings will be delivered on site as conditions permit, and may include virtual options in a hybrid model; and
- Participate in Agency directed activities to explore options for scale up of effective MTSS practices through collaboration and deep learning with Agency, other local and national technical assistance centers working on similar projects to improve student outcomes, and institutes of higher education.

Grantee shall adhere to the Additional Federal Requirements outlined in Exhibit D (Federal Terms and Conditions) regarding specific conditions for disclosing federal funding in public announcements and the disclaimer pertaining to meeting or conference materials. Additionally, any products or resources developed through this Grant will be made available statewide and will include the following publication information:

This product was developed by Oregon Response to Instruction and Intervention, through funds provided by the State of Oregon Department of Education, Office of Enhancing Student Opportunities, with federal assistance under the Individuals with Disabilities Act (IDEA), Part B. Published [insert date] Oregon Department of Education Office of Enhancing Student Opportunities.

SECTION III. BUDGET

Agency will disburse Grant Funds only for the costs of Project activities that occur, including expenses incurred, during the Performance Period.

Category	Description	Estimated Amount
Salaries and Associated Payroll Costs	0.5 FTE director, 5 coaches, 0.75 administrative specialist	\$956,226.80
Purchased Services	Presenters for annual conference and regional trainings, other professional services (software subscription services, video/streaming services,	\$209,240.00

Category	Description	Estimated Amount
	program consultation, etc.), coaching services, travel, supplies	
Supplies and Materials	Supplies, materials, hardware, software	\$10,462.00
Other	Dues, conference fees and memberships	\$4,369.20
District Facing Events: Coaching, Travel and Trainings	Annual conference, regional trainings, district coaching, and statewide training Conferences expenses include venue, food, audio visual equipment rental, and support	\$167,392.00
Staff Travel	Annual conference, regional trainings, district coaching, other conferences attended	\$52,310.00
MAXIMUM GRANT FUNDS		\$1,400,000.00

Indirect Costs. Grantee may be reimbursed for indirect costs, as a percentage of the Grant Funds disbursed under this Grant, in an amount that does not exceed Grantee’s federally-approved rate at the time the cost was incurred. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency.

Budget Adjustments. Grantee may expend Grant Funds that differ from the amounts shown for each category or line item shown in the Project budget included in this Exhibit A (the “Budget”) by up to and including 25% of the category or line item without the prior consent of Agency’s Grant Manager. Grantee may expend Grant Funds that differ from the amounts shown for each category or line item in the Budget by more than 25% of the category or line item with the prior written approval of Agency’s Grant Manager, as long as the total amount expended for all Project activities paid for with Grant Funds does not exceed the amount identified in Section 6 of this Grant. Indirect costs must be charged as described in this Exhibit A, if applicable, regardless of any adjustments to the Budget. Any adjustments that result in an increase to the amount identified in Section 6 may not be done without an amendment to this Grant.

Conference Revenue. Grantee may not charge conference fees to any of the participating Oregon school districts.

SECTION IV. ACCESSIBILITY

Worldwide Web Accessibility. If, as part of the Project, Grantee develops data or information that will be displayed or accessed through an Agency public website or world-wide web application (the “Content”), Grantee must comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), and provide individuals with disabilities access to and use of the Content in the website or application

that is comparable to the access provided to individuals without disabilities. Grantee must design and format Content that meets at least the following standards, including as the standards are updated or replaced by subsequent versions (collectively, “Mandatory Standard”):

- The Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0;
- The World Wide Web Consortium’s (W3C’s) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA for web content, including as each is updated (Mandatory Standard);
- The web accessibility evaluation tool (WAVE), found at: <http://wave.webaim.org/extension/>
- Content to be posted on the web must adhere to: <https://www.webaccessibility.com/>
- PDF files must comply with: <http://webaim.org/techniques/acrobat/>
- Word files must comply with: <http://webaim.org/techniques/word/>
- PPT files must comply with: <http://webaim.org/techniques/powerpoint/>
- Excel files must comply with: <https://webaim.org/techniques/excel/>

Testing. Grantee must test all Content prior to submission to Agency to ensure it meets the Mandatory Standard. Agency will test the website or application to validate the Content meets the Mandatory Standard, including a manual validation review of the Content against the current W3 Checklist for Web Content Accessibility (link included for reference: <https://www.w3.org/TR/1999/WAI-WEBCONTENT-19990505/full-checklist.pdf>). If the Content fails the testing, Agency will notify Grantee and Grantee must remedy any deficiencies as provided in Section 7.1.3 of this Grant. If Agency determines that previously accepted Content does not meet the Mandatory Standard, Agency may issue a written notice to Grantee to remove the Content. Grantee must remove Content identified in any such notice within 3 calendar days and take other corrective action specified in the notice.

SECTION V. PROJECT EVALUATION/REPORTING REQUIREMENTS

On or before June 30, 2023, submit to Agency a comprehensive report to include but not be limited to:

- Student assessment tools and student outcome data from interim/screening assessments disaggregated by student group;
- Data showing fidelity of implementation of response to instruction and intervention processes within school and district systems leading towards improvement in student outcomes;
- Data showing the aggregated impact of response to intervention processes on rates of identification of students with a specific learning disability and data disaggregated by student group;
- Description of coaching services performed; and

- A recommendation for future statewide systems of supports to increase high quality inclusion and equitable practices for all students including those who experience disability.

Grantee must provide to Agency additional data as requested.

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

SECTION VI. DISBURSEMENT PROVISIONS

After Grantee has incurred a reimbursable expense, or at least quarterly, Grantee shall submit a request for disbursement. Agency will disburse the Grant Funds upon receipt and approval of Grantee's request for disbursement.

To be processed for payment, Grantee's request must include the following minimal information:

- Request date;
- Period covered by request;
- Agency's Grant number;
- Amount being requested; and
- An expenditure report to include a description of the Project activities completed during the request period.

Grantee must send its requests for disbursement via email to ode.oss-invoices@state.or.us.

Grantee's final request for disbursement must be received within 45 days of expiration or termination of this Grant.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention, and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, must comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee must require and ensure that each of its subgrantees and contractors comply with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee must also obtain employers' liability insurance coverage with limits not less than \$500,000 per accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee must provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and must require and ensure that each of its out-of-state subgrantees and contractors comply with these requirements.

COMMERCIAL GENERAL LIABILITY

Required **Not required**

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Automobile liability insurance covering Grantee’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required **Not required**

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee’s contractors, subgrantees, agents, officers, or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit may not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide continuous claims made coverage as stated below.

DIRECTORS, OFFICERS, AND ORGANIZATION LIABILITY

Required **Not required**

Directors, officers, and organization liability insurance covering the Grantee’s organization, directors, officers, and trustees’ actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$1,000,000 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required **Not required**

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit may not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether

committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense, and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee must maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of:

- (i) Grantee's completion and Agency's acceptance of all activities required under the Grant,
or
- (ii) Agency or Grantee termination of the Grant, or
- (iii) The expiration of all warranty periods provided under the Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirements, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents, and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

EXHIBIT C FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

1.1. If specified below, Agency’s payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments will will not be made in whole or in part with federal funds.

1.2. In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

Grantee is a subrecipient Grantee is a contractor Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 84.027A

2. FEDERAL PROVISIONS

2.1. The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.

2.2. Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.

2.3. Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.

2.4. Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

In accordance with Appendix II to 2 CFR Part 200 – Grantee is subject to the following provisions, as applicable.

For purposes of these provisions, the following definitions apply:

“Contract” means this Grant or any contract or subgrant funded by this Grant.

“Contractor” and **“Subrecipient”** and **“Non-Federal entity”** mean Grantee or Grantee’s contractors or subgrantees, if any.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704,

as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323 Procurement of recovered materials: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.323>

(K) See §200.216 Prohibition on certain telecommunications and video surveillance services or equipment: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.216>

(L) See §200.322 Domestic preferences for procurements: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322>

Audits.

- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

3. ADDITIONAL FEDERAL REQUIREMENTS

Trafficking in Persons.

The Code of Federal Regulations 2 CFR 175 is hereby incorporated into this Grant with the following changes:

a.2ii.B. Imputed to the Grantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

“b.2.ii. Imputed to the Grantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

Under this condition, the Secretary may terminate this Grant without penalty for any violation of these provisions by the Grantee or its employees.

Specific Conditions for Disclosing Federal Funding in Public Announcements.

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with the Grant Funds, Grantee must clearly state:

- 1) The percentage of the total costs of the Project which will be financed with Federal money;
- 2) The dollar amount of Federal funds for the Project or program; and
- 3) The percentage and dollar amount of the total costs of the Project or program that will be financed by non-governmental sources.

Grantee must comply with these conditions under Division H, Title V, Section 505 of Public Law 115-260, Consolidated Appropriations Act, 2021.

Prohibition of Text Messaging and Emailing While Driving During Official Grant Business.

Grantee and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official Grant business, or from using government supplied electronic equipment to text message or email when driving. Grantee must comply with these conditions under Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving” October 1, 2009.

Conferences and Meetings.

Grantee must take into account the following factors when considering the use of Grant Funds for conferences and meetings:

- 1) Before deciding to use Grant Funds to attend or host a meeting or conference, Grantee must:
 - Ensure that attending or hosting a conference or meeting is reasonable and necessary to achieve the goals and objectives of this Grant;
 - Ensure the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/ coordinate the work being done under the Grant); and
 - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.

- 2) Grantee must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”. In particular, remember that:
 - Grant Funds cannot be used to pay for alcoholic beverages; and
 - Grant Funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- 3) Grant Funds may be used to pay for the costs of attending a conference. Specifically, Grant Funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of Grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the Grant. When planning to use Grant Funds for attending a meeting or conference, Grantee must consider how many people should attend the meeting or conference on its behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the Grant.
- 4) Grantee may not use Grant Funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business. A working lunch is an example of a cost for food that might be allowable if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference to achieve the goals and objectives of this Grant
- 5) A meeting or conference hosted by Grantee and charged to this Grant may not be promoted as a U.S. Department of Education conference. This means the seal of the U.S. Department of Education must not be used on conference materials or signage without Agency approval.

All meeting or conference materials paid for with Grant Funds must include appropriate disclaimers, such as the following:

The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the U.S. Department of Education. However, those contents do not necessarily represent the policy of the U.S. Department of Education, and you should not assume endorsement by the Federal Government.

- 6) Grantee is strongly encouraged to contact Agency Grant Manager with any questions or concerns about whether using Grant Funds for a meeting or conference is allowable prior to committing Grant Funds for such purposes.
- 7) Grantee is responsible for the proper use of Grant Funds and may have to repay Grant Funds if Grantee violates the terms of this Grant, including the provided guidance for meeting and conference related expenses.

EXHIBIT D

FEDERAL AWARD IDENTIFICATION (REQUIRED BY 2 CFR 200.332(a)(1))

(i) Grantee name: <i>(must match name associated with UEI)</i>	Northwest Regional Education Service District
(ii) Grantee’s Unique Entity Identifier (UEI):	RULKA5TELTS4
(iii) Federal Award Identification Number (FAIN):	H027A210095
(iv) Federal award date: <i>(date of award to state by federal agency)</i>	September 30, 2021
(v) Grant period of performance start and end dates:	Start: 7/1/2022 End: 6/30/2023
(vi) Grant budget period start and end dates:	Start: 7/1/2022 End: 6/30/2023
(vii) Amount of federal funds obligated by this Grant:	\$1,400,000.00
(viii) Total* amount of federal funds obligated to Grantee by pass-through entity**, including this Grant:	Detail at Agency
(ix) Total* amount of the federal award committed to Grantee by pass-through entity: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	Detail at Agency
(x) Federal award project description:	Special Education Grants to States
(xi) a. Federal awarding agency:	U.S. Department of Education
b. Name of pass-through entity:	Oregon Department of Education
c. Contact information for awarding official of pass-through entity:	Name: Mayra Arreola Email: mayra.arreola@state.or.us
(xii) Assistance listings number, title, and amount:	Number: 84.027A Title: State Grant – B (611) Amount: \$103,897,336.00
(xiii) Is federal award research and development:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award:	Federally-approved rate at the time the cost occurred
b. Is the de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

*The total amount is limited to the current state fiscal year (July 1 to June 30).

**The term “pass-through entity” refers to the State of Oregon, acting through its Department of Education.



Northwest Regional Education Service District

August 9, 2022

TO: Board of Directors

FR: Peggy Freund, Director of Early Learning

RE: Approval of Early Learning Contract with THPRD

EXPLANATION: The Early Intervention/Early Childhood Special Education (EI/ECSE) program implemented a model shift to include more students in natural environments to learn alongside their typically developing peers. During our first year of the program redesign we learned that our preschool partners struggled to hire qualified classroom teachers, did not understand the IFSP process and related services available to children and their families. Our assessment has shown that partnering with our community preschool providers benefits EI/ECSE children, but our partners need a variety of support and resources. In this contract, THPRD will do the following:

1. Hire 3 full-time teachers to support preschool based out of 3 main preschool sites (Conestoga, Cedar Hills and Nature Center)
2. Hire 6 part-time Instructional Assistants in preschool classes, district wide.
3. Reserve a predetermined number of preschool slots for the months September through May for ECSE eligible children meeting the age requirements.
4. Invoice NWRES D monthly for the reserved slots indicated in the Statement of Work and staff costs.
5. Pay the costs for materials and supplies as part of the child's Individual Family Support Plan (IFSP).
6. Not suspend or expel any ECSE child receiving services from NWRES D.
7. Collaborate with ECSE classroom staff in understanding & implementing IFSP goals and service plans.
8. Maintain contact with Service Coordinator or Site Administrator when and if needed.
9. Ensure preschool teachers and building administrators participate in IFSP and consultation meetings and implement each IFSP by embedding intervention strategies into classroom routines and activities and actively engage with NWRES D Team (Service Coordinator, Instructional Coaches, Specialists..) regarding IFSP goals and related services.
10. Meet monthly with NWRES D Site Administrator and Preschool Partnership Coordinator to discuss progress and opportunities.
11. Ensure preschool staff (teachers, instructional assistants, center directors) attend six NWRES D hosted virtual professional development on the following topics (I Have a Child on an IFSP, Now What?, Managing Challenging Behaviors, ASD 101, Sensory Processing and Regulation, Intermediate Tier 1 and Tier 2 Strategies: Mitigating Challenging Behaviors, Neurodiversity and Inclusion)
12. Send the Rec and Nature Mobile buses to the BECC site five times between September and June (scheduled to be confirmed with BECC Principal and THPRD Representative).
13. Comply with laws & policies related to confidentiality of info gathered about children and families.
14. Provide a culturally, linguistically and developmentally appropriate placement for eligible children.
15. Provide a high quality early learning experience.
16. Create an agreed upon sustainability plan for staffing their inclusive preschool program across THPRD in the 2023-24 school year.

PRESENTER(S): Peggy Freund

SUPPLEMENTARY MATERIALS: [Draft THPRD Statement of Work](#)

RECOMMENDATION: To approve the Agreement as presented.

PROPOSED MOTION: I move to approve the Agreement as presented.

STATEMENT OF WORK (SOW) E
Between Tualatin Hills Park and Recreation District (“Contractor”)
and Northwest Regional Education Service District (“NWRES D”)
SOW Engagement Number _____

Date: July 1, 2022

Contractor Representative: Sabrina Taylor Schmitt, Recreation & Aquatic Director **Email Address:** s.taylor@thprd.org
Kristin Smith, Interpretive Programs Supervisor **Email Address:** k.smith@thprd.org

Contractor Remit Address: 15707 SW Walker Rd., Beaverton, OR 97006

Start Date: 07/01/2022

End Date: 06/30/2023

SOW Title: 2022-2023 THPRD Preschool Tuition Slots

Section I: Contractor Agrees:

1. To hire 3 full-time teachers to support preschool based out of 3 main preschool sites (Conestoga, Cedar Hills and Nature Center)
2. To hire 6 part-time Instructional Assistants in preschool classes, district wide.
3. To reserve the following preschool slots for the months September through May for ECSE eligible children meeting the age requirements.
4. To invoice NWRES D monthly for **tuition expenses for** the reserved slots indicated in the table below and **quarterly for** staff costs **or other agreed upon billing schedule.**
5. To pay the costs for materials and supplies as part of the child’s IFSP.
6. **To collaborate with ECSE staff in understanding and implementing inclusive strategies and practices and not** suspend or expel any ECSE child receiving services from NWRES D.
7. To collaborate with classroom staff in understanding and implementing the IFSP goals and service plans.
8. To maintain contact with Service Coordinator or Site Administrator when and if needed.
9. To ensure preschool teachers and building administrators **participate in IFSP and consultation meetings and implement each IFSP by embedding intervention strategies into classroom routines and activities** and actively engage with NWRES D Team (Service Coordinator, Instructional Coaches, Specialists..) regarding IFSP goals and related services.
10. To meet monthly with NWRES D Site Administrator and Preschool Partnership Coordinator to discuss work taking place under this Statement of Work.
11. **To hire qualified early childhood professionals that have evidence of their success working in inclusive early childhood settings with special needs children.**
12. **To confirm completion of the hiring process and candidates hired to work in their preschool classrooms.**
13. **To ensure preschool staff (teachers, instructional assistants, center directors) attend six NWRES D hosted virtual professional development on the following topics (I Have a Child on an IFSP, Now What?, Managing Challenging Behaviors, ASD 101, Sensory Processing and Regulation, Intermediate Tier 1 and Tier 2 Strategies: Mitigating Challenging Behaviors, Neurodiversity and Inclusion)**
14. To send the Rec and Nature Mobile buses to the BECC site five times between September and June (**scheduled to be confirmed with BECC Principal and THPRD Representative**).
15. **To waive the room rental cost for space for the “Friends and Me” program.**
16. **To comply with laws & policies related to confidentiality of info gathered about children and families.**
17. **To provide a culturally, linguistically and developmentally appropriate placement for eligible children.**
18. **To provide a high quality early childhood environment and individualized program to meet the needs as identified in the IFSP.**
19. **To collaborate in the transition of children and families “to” and “from” each other's programs.**
20. To create an agreed upon sustainability plan for staffing their inclusive preschool program across THPRD in the 2023-24 school year.

Name of Preschool:	No. of Hours/Day:	No. of Days/Week:	No. of Spots for NWRES D	Monthly Tuition Per Child	Registration Fee per Child (one-time fee) - \$50 WAIVED	Total Tuition + Registration for Sept 2022 - May 2023
Nature Kids: Ladybugs (MWF AM)	3	3	2	\$375	\$0	\$6,750
Nature Kids: Chipmunks (TTH AM)	2.5	2	2	\$275	\$0	\$4,950
Nature Kids: Owls (MWF PM)	3	3	2	\$375	\$0	\$6,750
Nature Kids: Dragonflies (MWF AM)	3	3	2	\$375	\$0	\$6,750
Nature Kids: Hummingbirds (TTH AM)	2.5	2	2	\$275	\$0	\$4,950
Alliums (M/W/F AM)	3	3	2	\$375	\$0	\$6,750
Shallots (M/W/F PM)	3	3	2	\$375	\$0	\$6,750
Vidalia's (T/TH PM)	3	2	2	\$295	\$0	\$5,310
Pearls (T/TH AM)	2.5	2	2	\$275	\$0	\$4,950
r Bilingual Spanish (M/W/F AM)	3	3	2	\$375	\$0	\$6,750
r Bilingual Spanish (T/TH AM)	3	2	2	\$295	\$0	\$5,310
Kid's First (M/W/F PM)	3	3	3	\$375	\$0	\$10,125
Kid's First (T/TH PM)	2.5	3	0	\$275	\$0	\$0
Jump Start (M/W/F AM)	3	3	2	\$375	\$0	\$6,750
Jump Start (T/TH AM)	2.5	2	3	\$275	\$0	\$7,425
Total Spots:			30	Total Cost:		\$90,270

Section II: NWRES D Agrees:

1. To pay THPRD \$90,270.00 for tuition and \$480,802.49 for staffing. Grand total of **\$571,072.49** for the 2022-2023 school year.
2. To provide access for preschool teachers to participate in NWRES D training opportunities and service related meetings.
3. To provide training and support to THPRD preschool teachers to support inclusive classroom practices, provide education on early childhood special education, and other training as requested or needed
4. To collaborate with classroom and school staff members to ensure success of the services being offered through the IFSP process.
5. To monitor the work taking place under this agreement and to provide feedback and guidance when opportunities arise.

Section III: Contractor and NWRES D Agrees:

1. This Statement of Work is acknowledged to be only for the 2022-2023 fiscal year and shall terminate, with no further obligation by either party, on June 30, 2023.
2. The NWRES D and Contractor agree to avoid discrimination in any way against any individual and will not limit, segregate, or classify employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise affect the individual's status as an employee because of such individual's race, color, religion, sex, national origin, marital status, age, or disability.
3. The NWRES D and Contractor, as sole parties to this Agreement, agree to hold harmless and indemnify the other party, its directors, officers, employees, and agents from all claims, demands, suits, actions, expenses and attorney fees (including appellate attorney fees) brought against the first party, its officers, employees, agents or subcontractors, under this Agreement. Nothing in this paragraph shall be deemed to increase the liability of either party beyond that specified as the limit of liability for a public body, its officers, employees or agents under the Oregon Tort Claims Act.
4. This Agreement may be terminated any time during the fiscal year by mutual consent, or by either party upon ninety (90) days notice. No such termination shall prejudice any right or obligation of either party already accrued prior to the effective date of termination.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
6. This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms or provisions of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representatives, oral or written, not specified herein regarding this Agreement.
7. Each party, by the signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants having the authority necessary to execute this Agreement.

Performance Location: Conestoga Recreation Center, Fanno Farmers Preschool, Cedar Hills Recreation Center, Tualatin Hills Nature Center or Jenkins Estate Gatehouse

Other Agreements: Either party named above has the right to terminate this agreement by giving at least 30 days' notice, in writing, to the other party. Email notification is accepted as notice given. The School Medical (SM) provider that utilizes a contractor to provide health services may only bill Oregon Health Authority or the Division of Medical Assistance Program (Division) for health services when the school medical (SM) provider and the contracted provider have previously agreed the contractor will not also bill for the same service, in accordance with: OAR 410-133-0180 Stat. Auth.: ORS 413.042 Stats. Implemented: ORS 414.065 Client represents and warrants that (i)Client has the power and authority to enter into this Agreement; and (ii)No software or content provided by Client shall Invaade or Violate any right of privacy, personal or proprietary right, or other common law statutory right.

Service Pricing: Maximum total payment under this contract, including expenses: **\$571,072.49**

Renewal Terms: This contract may be renewed on the following basis: Annually

Payment Terms: NWRES D will pay contractor upon successful completion of work and upon receipt of invoice unless indicated here: *Upon receipt of invoice- Final invoice must be received no later than June 15, 2023.* NWRES D shall have the right to withhold payments due to Contractors as are necessary in the NWRES D's sole opinion to protect the ESD from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the contract or failure to make proper payments to suppliers or subcontractors.

Service Agreements: Contractor represents and warrants that (i)Contractor has the power and authority to enter into this Agreement; (ii)No software or content provided by Contractor shall invade or violate any right of privacy, personal or proprietary right, or other common law statutory right; and (iii) Contractor has read and agrees to the terms and conditions of the [Expenditure Service Agreement 2021-26](#) at nwresd.org > Departments > Fiscal Services > Contracts > Service Agreements.

Northwest Regional ESD	Contracting Agency	Northwest Regional ESD
Nam Peggy Freund	Nam Julie Rocha	Nam Dan Goldman
Title DIRECTOR OF EARLY LEARNING	Title SPORTS & INCLUSION DIRECTOR	Title SUPERINTENDENT
Date	Date	Date
By	By	By

Departmental Budget Information Use		
Account code 204.1260.0370.500.320.000	\$480,802.49	Item/Service THPRD Preschool Staffing 22-23
Account code 204.1260.0370.500.320.000	\$90,270.00	Item/Service THPRD Preschool Tuition 22-23
Comments: CREATED 6.16.22 VW		



Northwest Regional Education Service District

July 29, 2022

TO: Board of Directors

FR: Akari Jensen, Outdoor School Principal

RE: Camp Magruder Statement of Work - Contracted Site for Northwest Outdoor Science School

EXPLANATION:

NWRESD has partnered with Camp Magruder for over a decade to bring students to Northwest Outdoor Science School (NOSS). This campsite is located on the coast near Rockaway Beach, and allows us to serve students from all four counties in the region in a unique setting. NOSS relies on Camp Magruder to provide lodging, kitchen staff, and food for up to 2,700 students during the 2022-2023 school year for a 4-day, 3-night program. NOSS consistently receives extremely positive feedback from school districts and the community. Data from the OSU Extension program shows that Outdoor School positively impacts student engagement. After putting a pause on residential programming during the COVID-19 pandemic, we are looking to return to overnight programs in Fall 2022 through our partnership with Camp Magruder.

NWRESD determines the price per student to attend NOSS (including campsite fees), which is paid by each participating school and/or school district. The school and/or school district is then reimbursed the entire cost of attending NOSS through the OSU Extension program. Camp Magruder is an essential part of the NOSS program, and without it we would lose the ability to host thousands of students across the region.

PRESENTER(S): Akari Jensen, Outdoor School Principal

SUPPLEMENTARY MATERIALS: Summary of Camp Magruder Scope of Work (including participating schools districts) and [Camp Magruder Statement of Work](#)



Northwest Regional Education Service District

RECOMMENDATION: Staff recommends the NWRESD Board of Directors approve the expenditure of up to \$450,340 for the purpose of contracting with Camp Magruder to provide a site for the Northwest Outdoor Science School in 22-23.

PROPOSED MOTION: “I move to approve the expenditure of up to \$450,340 for the purpose of contracting with Camp Magruder to provide a site for the Northwest Outdoor Science School in 22-23.”



Northwest Regional Education Service District

CAMP MAGRUDER SCOPE OF WORK AND SCHOOLS PARTICIPATING IN NOSS

Services provided by Camp Magruder:

- Breakfast, Lunch, Afternoon Snack, and Dinner for all participants from lunch on the second day to lunch on the last day of each week
- Provide regular caretaker and maintenance services to assure NWRESD normal and usual operation of facilities and grounds.
- Provide space for student learning activities in an experiential learning environment.
- Maintain kitchen in a state of cleanliness as required by law and sound health practices.
- Plan menus in cooperation and consultation with the NWRESD Outdoor School Director/Manager and meet the requirements and guidelines of the NWRESD's Outdoor School program and the USDA school nutrition program.

Dates Attending Camp Magruder:

Fall 2022

<u>WEEK #</u>	<u>DAYS</u>	<u>Approximate Number of Students Served</u>
One (10/3 - 10/7)	Monday - Friday	150
Two (10/10 - 10/14)	Monday - Friday	150
Three (10/17 - 10/21)	Monday - Friday	150
Four (10/24 - 10/28)	Monday - Friday	150
Five (10/31 - 11/4)	Monday - Friday	150
Six (11/6 - 11/10)	Sunday - Thursday	150

Spring 2023

<u>WEEK #</u>	<u>DAYS*</u>	<u>Approximate Number of Students Served</u>
One (3/6 - 3/10)	Monday - Friday	150



Northwest Regional Education Service District

Two (3/13 - 3/17)	Monday - Friday	150
Three (3/20 - 3/24)	Monday - Friday	150
(3/27 - 3/31)	SPRING BREAK	No Programming
Four(4/3 - 4/7)	Monday - Friday	150
Five (4/10 - 4/14)	Monday - Friday	150
Six (4/17 - 4/21)	Monday - Friday	150
Seven (4/24 - 2/28)	Monday - Friday	150
Eight (5/1 - 5/5)	Monday - Friday	150
Nine (5/8 - 5/12)	Monday - Friday	150
Ten (5/15 - 5/19)	Monday - Friday	150
Eleven (5/22 - 5/26)	Monday - Friday	150
Twelve (5/29 - 6/2)	Monday - Friday	150

Districts who have requested NOSS Services (serving approximately 10,000 5th and 6th grade students as well as over 1,000 High School Student Leaders):

Beaverton School District

Forest Grove School District

Gaston School District

Hillsboro School District

Nestucca School District

North Clackamas School District

Oregon City School District



Northwest Regional Education Service District

Scappoose School District
Seaside School District

Sherwood School District

St. Helens School District

Tigard-Tualatin School District

Jewell School District

STATEMENT OF WORK (SOW) E
Pursuant to Master Services Agreement

Between Camp Magruder (“Contractor”) and Northwest Regional Education Service District (“NWRESD”)

Date: July 26, 2022

Contractor Representative: Troy Taylor

Contractor Remit Address: 17450 Old Pacific Highway, Rockaway Beach, OR 97136

Phone Number: (503) 355-2310

Email Address: troy@campmagruder.org

Start Date: 9/15/22

End Date: 6/30/23

SOW Title: 2022 - 2023 NWRESD - Camp Magruder

Contractor shall perform the following work:

I. LEASE CONTRACT PERIOD:

To have and to hold said premise hereby lease for the following periods:

Fall 2022

<u>WEEK #</u>	<u>DAYS*</u>	<u># ESTIMATE</u>
Workshop Week (Staff Only 9/25 - 9/30)	Sunday - Friday	20
One (10/3 - 10/7)	Monday - Friday	150
Two (10/10 - 10/14)	Monday - Friday	150
Three (10/17 - 10/21)	Monday - Friday	150
Four (10/24 - 10/28)	Monday - Friday	150
Five (10/31 - 11/4)	Monday - Friday	150
Six (11/6 - 11/10)**	Sunday - Thursday	150
Clean Up (Staff Only - 11/14 - 11/15)	Monday - Tuesday	20

*Days subject to change

**Schedule adjusted to account for the Veterans Day Holiday

Spring 2023

<u>WEEK #</u>	<u>DAYS*</u>	<u># ESTIMATE</u>
Workshop Week (Staff Only 2/26 - 3/3)	Sunday - Friday	20
One (3/6 - 3/10)	Monday - Friday	150
Two (3/13 - 3/17)	Monday - Friday	150

Three (3/20 - 3/24)	Monday - Friday	150
(3/27 - 3/31)	SPRING BREAK	No Programming
Four(4/3 - 4/7)	Monday - Friday	150
Five (4/10 - 4/14)	Monday - Friday	150
Six (4/17 - 4/21)	Monday - Friday	150
Seven (4/24 - 2/28)	Monday - Friday	150
Eight (5/1 - 5/5)	Monday - Friday	150
Nine (5/8 - 5/12)	Monday - Friday	150
Ten (5/15 - 5/19)	Monday - Friday	150
Eleven (5/22 - 5/26)	Monday - Friday	150
Twelve (5/29 - 6/2)	Monday - Friday	150
Clean Up (Staff Only - 6/5 - 6/6)	Monday - Tuesday	20

*Days subject to change

NWRESD and the contractor agree to the following terms:

- \$18.00 per person per night lodging
- \$3.00 per meal per person for food costs
- \$0.90 per person per snack
- \$1,425 flat rate per day for kitchen labor

These and other details outlined in Memorandum of Understanding

Performance Location: Camp Magruder

Other Agreements: Not Applicable

Service Pricing: Maximum total payment under this contract: \$455,340

Renewal Terms: This contract may be renewed on the following basis: This contract may be renewed on a yearly basis.

Payment Terms: NWRESD will pay contractor upon successful completion of work and upon receipt of invoice unless indicated here: Invoicing and payment will occur on a bi-weekly basis based on the population report submitted.

NWRESD shall have the right to withhold payments due to Contractors as are necessary in the NWRESD's sole opinion to protect the ESD from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the contract or failure to make proper payments to suppliers or subcontractors.

COVID-19 Vaccine Attestation: As a contractor who provides, or who may provide service at or for a school-based program per PH 39-2021. As such, the district needs assurance that you are following the order and obtaining and retaining required proof of vaccination or qualified exception documents for any staff you engage to provide service at school sites or in the presence of students. OHA requires such records to be available for their inspection and retained not less than two (2) years.

Service Agreements: Contractor represents and warrants that (i)Contractor has the power and authority to enter into this Agreement; (ii)No software or content provided by Contractor shall invade or violate any right of privacy, personal or

proprietary right, or other common law statutory right; and (iii) Contractor has read and agrees to the terms and conditions of the [Expenditure Service Agreement 2021-26](https://www.nwresd.org/departments/office-of-the-superintendent/fiscal-services) at <https://www.nwresd.org/departments/office-of-the-superintendent/fiscal-services>.

Northwest Regional Education Service District	Camp Magruder	Northwest Regional Education Service District
Name: Akari Jensen	Name: Troy Taylor	Name: Dan Goldman
Title: Outdoor School Principal	Title: Camp Director	Title: Superintendent
Date:	Date:	Date:
By:	By:	By:
Program Administrator Signature	Authorized Contractor Signature	Superintendent Signature

Departmental Budget Information Use

Account Code:	281.1121.0310.306.290.000	\$ 145,350	Item/Service:	\$1,425 flat rate per day for kitchen labor
Account Code:	281.1121.0324.306.290.000	\$ 195,480	Item/Service:	\$18.00 per person per night lodging
Account Code:	281.1121.0450.306.290.000	\$ 107,130	Item/Service:	\$3.00 per meal per person for food costs
Account Code:	281.1121.0450.306.290.000	\$ 7,380	Item/Service:	\$0.90 per person per snack
Comments:				



Northwest Regional Education Service District

July 29, 2022

TO: Board of Directors

FR: Akari Jensen, Outdoor School Principal

RE: OSU Oregon 4-H Statement of Work - Contracted Site for Northwest Outdoor Science School

EXPLANATION:

NWRESD has partnered with OSU Oregon 4-H for over a decade to bring students to Northwest Outdoor Science School (NOSS). This campsite is located in Salem at the Oregon 4-H Center, and allows us to serve students from all four counties in the region in a unique setting. NOSS relies on OSU Oregon 4-H to provide lodging, kitchen staff, and food for up to 2,700 students during the 2022-2023 school year for a 4-day, 3-night program. NOSS consistently receives extremely positive feedback from school districts and the community. Data from the OSU Extension program shows that Outdoor School positively impacts student engagement. After putting a pause on residential programming during the COVID-19 pandemic, we are looking to return to overnight programs in Fall 2022 through our partnership with OSU Oregon 4-H.

NWRESD determines the price per student to attend NOSS (including campsite fees), which is paid by each participating school and/or school district. The school and/or school district is then reimbursed the entire cost of attending NOSS through the OSU Extension program. Using the Oregon 4-H Center is an essential part of the NOSS program, and without it we would lose the ability to host thousands of students across the region.

PRESENTER(S): Akari Jensen, Outdoor School Principal

SUPPLEMENTARY MATERIALS: Summary of Inflexion Scope of Work (including participating schools districts) and [OSU Oregon 4-H Statement of Work](#)



Northwest Regional Education Service District

RECOMMENDATION: Staff recommends the NWRESD Board of Directors approve the expenditure of up to \$231,663 for the purpose of contracting with OSU Oregon 4-H to provide a site for the Northwest Outdoor Science School in 22-23.

PROPOSED MOTION: “I move to approve the expenditure of up to \$231,663 for the purpose of contracting with OSU Oregon 4-H to provide a site for the Northwest Outdoor Science School in 22-23.”



Northwest Regional Education Service District

OSU OREGON 4-H SCOPE OF WORK AND SCHOOLS PARTICIPATING IN NOSS

Services provided by OSU Oregon 4-H:

- Breakfast, Lunch, Afternoon Snack, and Dinner for all participants from lunch on the second day to lunch on the last day of each week
- Provide regular caretaker and maintenance services to assure NWRESD normal and usual operation of facilities and grounds.
- Provide space for student learning activities in an experiential learning environment.
- Maintain kitchen in a state of cleanliness as required by law and sound health practices.
- Plan menus in cooperation and consultation with the NWRESD Outdoor School Director/Manager and meet the requirements and guidelines of the NWRESD's Outdoor School program and the USDA school nutrition program.

Dates Attending the Oregon 4-H Center:

Fall 2022

<u>WEEK #</u>	<u>DAYS</u>	<u>Approximate Number of Students Served</u>
One (10/3 - 10/7)	Monday - Friday	150
Two (10/10 - 10/14)	Monday - Friday	150
Three (10/17 - 10/21)	Monday - Friday	150
Four (10/24 - 10/28)	Monday - Friday	150
Five (10/31 - 11/4)	Monday - Friday	150
Six (11/6 - 11/10)	Sunday - Thursday	150

Spring 2023

<u>WEEK #</u>	<u>DAYS*</u>	<u>Approximate Number of Students Served</u>
One (3/6 - 3/10)	Monday - Friday	150



Northwest Regional Education Service District

Two (3/13 - 3/17)	Monday - Friday	150
Three (3/20 - 3/24)	Monday - Friday	150
(3/27 - 3/31)	SPRING BREAK	No Programming
Four(4/3 - 4/7)	Monday - Friday	150
Five (4/10 - 4/14)	Monday - Friday	150
Six (4/17 - 4/21)	Monday - Friday	150
Seven (4/24 - 2/28)	Monday - Friday	150
Eight (5/1 - 5/5)	Monday - Friday	150
Nine (5/8 - 5/12)	Monday - Friday	150
Ten (5/15 - 5/19)	Monday - Friday	150
Eleven (5/22 - 5/26)	Monday - Friday	150
Twelve (5/29 - 6/2)	Monday - Friday	150

Districts who have requested NOSS Services (serving approximately 10,000 5th and 6th grade students as well as over 1,000 High School Student Leaders):

Beaverton School District

Forest Grove School District

Gaston School District

Hillsboro School District

Nestucca School District

North Clackamas School District

Oregon City School District



Northwest Regional Education Service District

Scappoose School District
Seaside School District

Sherwood School District

St. Helens School District

Tigard-Tualatin School District

Jewell School District

STATEMENT OF WORK (SOW) E
Pursuant to Master Services Agreement

Between OSU-Oregon 4-H (“Contractor”) and Northwest Regional Education Service District (“NWRES D”)

Contractor Representative: Darin Borgstadter

Contractor Remit Address: 5390 4-H Road NW, Salem, OR 97034

Phone Number: 503-371-7920

Email Address: darin.borgstadter@oregonstate.edu

Start Date: 9/1/2022

End Date: 6/30/2023

SOW Title: 2022-2023 NWRES D-Oregon 4-H Center Rental and Kitchen Labor Agreement

NWRES D & Contractor shall perform the following work:

PURPOSE: Under the terms and conditions hereof, OSU-Oregon 4-H grants to the NWRES D a non-assignable right for the District to use and occupy the Oregon 4-H Conference and Education Center located at 5390 NW 4H Road in Salem, Oregon, (the “Premises”) for the purpose of conducting the NWRES D’s Outdoor School Program. This Agreement is specifically limited to use of the Premises described and makes no other comment or arrangement of any relationship beyond that between OSU-Oregon 4-H and the NWRES D.

I.) PERIODS OF USE: NWRES D is entitled to use and occupy the Premises according to the following schedule:

Fall 2022

<u>WEEK #</u>	<u>DAYS*</u>	<u># ESTIMATE</u>
Workshop Week (Staff Only 9/25 - 9/30)	Sunday - Friday	20
One (10/3 - 10/7)	Monday - Friday	150
Two (10/10 - 10/14)	Monday - Friday	150
Three (10/17 - 10/21)	Monday - Friday	150
Four (10/24 - 10/28)	Monday - Friday	150
Five (10/31 - 11/4)	Monday - Friday	150
Six (11/6 - 11/10)**	Sunday - Thursday	150
Clean Up (Staff Only - 11/14 - 11/15)	Monday - Tuesday	20

*Days subject to change

**Schedule adjusted to account for the Veterans Day Holiday

Spring 2023

<u>WEEK #</u>	<u>DAYS*</u>	<u># ESTIMATE</u>
Workshop Week	Sunday - Friday	20

(Staff Only 2/26 - 3/3)		
One (3/6 - 3/10)	Monday - Friday	150
Two (3/13 - 3/17)	Monday - Friday	150
Three (3/20 - 3/24)	Monday - Friday	150
(3/27 - 3/31)	SPRING BREAK	No Programming
Four(4/3 - 4/7)	Monday - Friday	150
Five (4/10 - 4/14)	Monday - Friday	150
Six (4/17 - 4/21)	Monday - Friday	150
Seven (4/24 - 2/28)	Monday - Friday	150
Eight (5/1 - 5/5)	Monday - Friday	150
Nine (5/8 - 5/12)	Monday - Friday	150
Ten (5/15 - 5/19)	Monday - Friday	150
Eleven (5/22 - 5/26)	Monday - Friday	150
Twelve (5/29 - 6/2)	Monday - Friday	150
Clean Up (Staff Only - 6/5 - 6/6)	Monday - Tuesday	20

*Days subject to change

1. FINANCIAL CONSIDERATIONS FOR LODGING

a. NWRES D agrees to pay for actual registered participants according to the following rates:

- \$12.25 per person, per night; and
- \$7.25 per student for one day programs requiring no overnight accommodations for students.

b. Payment is due at time the actual numbers of participants are confirmed at the conclusion of each session.

2. CANCELLATION

1. NWRES D may cancel any session for any reason. However, such cancellation does not remove NWRES D obligation to pay fees to OSU-Oregon 4-H based on the Estimated Numbers at the applicable rates stated above. If such cancellation is caused by reasons beyond NWRES D's control, NWRES D shall pay fees to OSU-Oregon 4-H based on the Estimated Numbers but at half the applicable rate stated above. NWRES D shall provide OSU-Oregon 4-H written notice to cancel a session at least one week in advance of the session's scheduled start date for the reduced rate to apply.

2. In the event the Premises is ordered closed due to violations in regulations set forth by the Polk County Health Department or the State of Oregon Health Division, OSU-Oregon 4-H will compensate the NWRES D for additional costs incurred by NWRES D to relocate said session. Such relocation costs due the NWRES D, if any, shall not to exceed ten percent (10%) of the total cost for NWRES D to hold the session on the Premises as originally planned.

3. RESPONSIBILITIES OF THE PARTIES

a. Responsibilities of NWRES D:

- Limit maximum number of campers and adults to one hundred eighty five (185) per night unless arrangements are made for additional space.
- Limit the number of campers and adults in each cabin to the number of beds available in that cabin.
- Maintain a camper/supervisor ratio that meets or exceeds American Camping Association standards.
- Apprise campers, counselors and adult personnel of the policies and procedures of the Oregon 4-H Center.
- Pay replacements costs of property damaged or lost during the camp period due to negligent behavior of NWRES D's students, counselors, teachers or staff members, or by theft or vandalism on their part.
- Allow access by OSU's authorized agent for inspection of the Premises at any time.
- Maintain a state of cleanliness at the site at least equal to that which existed prior to the periods defined for this lease.
- Return to storage space all Outdoor Education equipment and supplies, leaving Premises clear and clean for weekend use and for use between Outdoor Education sessions.
- Allow OSU-Oregon 4-H and its subcontractor's access to perform maintenance and improvements to Premises while NWRES D is on site.

b. Responsibilities of OSU-Oregon 4-H:

- Provide regular caretaker and maintenance services to assure NWRES D normal and usual operation or facilities and grounds.
- Provide the following supplies and /or services without charges other than those specified herein:

Utilities, including local telephone

Garbage collection and disposal

Fireplace wood

Toilet tissue

Dish washing soap

Hand washing soap and paper towels in the bathrooms

Janitorial supplies

Janitorial equipment

Lockable year round storage space for Outdoor Education equipment and supplies.

II.) KITCHEN LABOR SERVICES: OSU-Oregon 4-H will provide kitchen labor support while occupying the premises. OSU-Oregon 4-H shall provide the following:

1. Provide and prepare the following meals for the NWRESD's Outdoor School Program participants:

- Lunch and Dinner for staff on the first day of each week (approximately 30 people).
- Breakfast for staff on the second day of each week (approximately 30 people).
- Breakfast, Lunch, Afternoon Snack, and Dinner for all participants (numbers TBD) from lunch on the second day to lunch on the last day of each week. Two lunches will be provided on split weeks, for the outgoing and incoming groups.

2. Provide Kitchen Staff who will be responsible for the following work:

- Prepare and dish up all food family style and have serving dishes ready for Outdoor School staff to carry to tables.
- Maintain kitchen in a state of cleanliness as required by law and sound health practices.
- Wash dishes.
- Order food and supplies.
- Pick up and deliver food and supplies to camp if delivery cannot be performed by the vendor.
- Dispose of all trash and garbage.

a. OSU-Oregon 4-H shall work with the NWRESD Outdoor School staff to insure smooth operation of the kitchen and coordination with the Outdoor School program.

b. Plan menus in cooperation and consultation with the NWRESD Outdoor School Director/Manager and meet the requirements and guidelines of the NWRESD's Outdoor School program and the USDA school nutrition program.

c. Submit proposed menus to the NWRESD for approval not less than two weeks prior to the session they are to be served.

3. Food and Kitchen Disposables

a. NWRESD shall be responsible for procuring and the delivery of the food and kitchen disposables to be prepared and used by OSU-Oregon 4-H. Kitchen disposables include foil, wrap, napkins, paper/plastic serving utensils.

4. Financial Consideration for Kitchen Labor

a. OSU-Oregon 4-H shall charge NWRESD, and NWRESD shall pay OSU-Oregon 4-H for the services described herein according to the following rates:

Staff training days and pre-session menu planning and food ordering: \$220.00 per day, not to exceed nine days per Outdoor School session (18 days total for 2022-2023).

During Outdoor School sessions: \$1,020.00 per day (90 days total for 2022-2023).

Performance Location: Oregon 4-H Conference & Education Center 5390 NW 4-H Road, Salem, Oregon

Other Agreements: Not Applicable

Service Pricing: Maximum total payment under this contract: \$231,663

Renewal Terms: This contract may be renewed on the following basis: This contract may be renewed on a yearly basis.

Payment Terms: Invoicing and payment will occur on a weekly basis based on the population report submitted.

NWRESD shall have the right to withhold payments due to Contractors as are necessary in the NWRESD's sole opinion to protect the ESD from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the contract or failure to make proper payments to suppliers or subcontractors.

COVID-19 Vaccine Attestation: As a contractor who provides, or who may provide service at or for a school-based program per PH 39-2021. As such, the district needs assurance that you are following the order and obtaining and retaining required proof of vaccination or qualified exception documents for any staff you engage to provide service at school sites or in the presence of students. OHA requires such records to be available for their inspection and retained not less than two (2) years.

Service Agreements: Contractor represents and warrants that (i) Contractor has the power and authority to enter into this Agreement; (ii) No software or content provided by Contractor shall invade or violate any right of privacy, personal or proprietary right, or other common law statutory right; and (iii) Contractor has read and agrees to the terms and conditions of the [Expenditure Service Agreement 2021-26](https://www.nwresd.org/departments/office-of-the-superintendent/fiscal-services) at <https://www.nwresd.org/departments/office-of-the-superintendent/fiscal-services>.

Northwest Regional Education Service District	OSU Oregon 4-H	Northwest Regional Education Service District
Name: Akari Jensen	Name: Darin Borgstadter	Name: Dan Goldman
Title: Outdoor School Principal	Title: Camp Director	Title: Superintendent
Date:	Date:	Date:
By:	By:	By:
Program Administrator Signature	Authorized Contractor Signature	Superintendent Signature

Departmental Budget Information Use

Account Code:	281.1121.0310.306.290.000	\$ 91,800	Item/Service:	\$1,020 flat rate per day for kitchen labor during ODS Sessions
Account Code:	281.1121.0310.306.290.000	\$ 3,520	Item/Service:	\$220 flat rate per day for kitchen labor during Staff Training
Account Code:	281.1121.0324.306.290.000	\$ 136,343	Item/Service:	\$12.25 per person per night lodging
Comments:				



Northwest Regional Education Service District

August 9, 2022

TO: Board of Directors
FR: Dan Goldman, Superintendent
RE: 2022-23 Willamette Promise Intergovernmental Agreement

EXPLANATION: This is an Intergovernmental Agreement for the Willamette ESD to provide Dual Credit services through The Willamette Promise Program. The ADMw agreement for services with Career and College supports which will be provided by NWRESD is \$1.67 per ADMw per district ADMw for the entire NWRESD region for districts that purchase Northwest Promise services.

<u>Districts Participating:</u>	-Gaston School District	-St. Helens School District
-Banks School District	-Hillsboro School District	-Tigard Tualatin School District
-Beaverton School District	-Rainier School District	-Tillamook School District
-Clatskanie School District	-Scappoose School District	-Vernonia School District
-Forest Grove School District	-Sherwood School District	

Districts in Northwest Regional Education Service District (NWRESD) will be charged \$3.75 per district ADMw to participate in the Willamette Promise program. \$3.25 per district ADMw will be paid to Willamette Education Service District (WESD) to operate the program. \$.50 per district ADMw will be paid to NWRESD to provide administrative services and contract directly with districts in the NWRESD. Annual cost increases for NWRESD districts shall not exceed 8% and will be commensurate with cost increases in the WESD region and beyond. Contract can be reopened and services rates can be renegotiated from year to year if both parties mutually agree to do so.

PRESENTER(S): Dan Goldman

SUPPLEMENTARY MATERIALS: [2022-23 Willamette Promise Agreement](#)

RECOMMENDATION: To approve the 2022-23 Willamette Promise Agreement as presented.

PROPOSED MOTION: I move to approve the 2022-23 Willamette Promise Agreement as presented.

INTERGOVERNMENTAL AGREEMENT

between

and
WILLAMETTE EDUCATION SERVICE DISTRICT

THIS AGREEMENT is entered into and shall be effective on _____,
by and between _____ and **Willamette Education Service District** (“WESD”).

RECITALS

WHEREAS, _____ and WESD are units of local government, as that term is defined in ORS 190.003; and

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

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

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

- 1) The apportionment among the parties to the agreement of the responsibility for providing funds to pay for expenses incurred in the performance of the functions or activities;
- 2) The apportionment of fees or other revenue derived from the functions or activities and the manner in which such revenue shall be accounted for;

- 3) The transfer of personnel and the preservation of their employment benefits;
- 4) The transfer of possession of or title to real or personal property;
- 5) The term or duration of the agreement, which may be perpetual;
- 6) The rights of the parties to terminate the agreement; and

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

- 1) When an agreement under ORS 190.010 has been entered into, the unit of local government, consolidated department, intergovernmental entity or administrative officer designated therein to perform special functions or activities is vested with all powers, rights and duties relating to those functions and activities that are vested in law in each separate party to the agreement, its officers and agencies;
- 2) An officer designated in an agreement to perform specific duties, functions or activities or two or more public officers shall be considered to be holding only one office;
- 3) An elective office may not be terminated by an agreement under ORS 190.010; and

WHEREAS, (put in circumstances giving rise for need of IGA)

; and

WHEREAS, _____ and WESD wish to enter into an agreement which provides _____; and

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

A G R E E M E N T

1. **Purpose of and Effective Date of Contract.**

1.1 The purpose of this Contract is to provide _____.

1.2 This Contract becomes effective upon execution by both parties and shall commence on _____, and remains in effect until _____. Any renewals and/or changes to this agreement must be in writing, in the form of an amendment to this Contract and signed by both parties.

2. **Duties and Responsibilities of _____.**
(Describe duties):

2.1 Hourly Rate shall be \$_____ (if applicable). The maximum total payment under this Contract, including expenses is \$_____.

3. **Duties and Responsibilities of WESD.** Duties and responsibilities may include, but are not limited to:

3.1 Describe WESD's duties:

3.2 Hourly Rate shall be \$_____ (if applicable). The maximum total payment under this Contract, including expenses is \$_____.

4. **Term of the Agreement.** The parties may extend or renew this agreement, with all renewals or extensions agreed upon in writing.

5. **Indemnification.**

5.1 _____ and WESD are each independent governmental agencies. Neither _____ nor WESD is an agent for one another. _____ and WESD shall not be responsible for any legal liability, loss, practice, damages, costs and expenses arising in favor of any person, account of personal injuries, death, property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this Intergovernmental Agreement.

5.2 Both _____ and WESD shall obtain and at all times keep in effect comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270.

6. **FERPA Re-Disclosure.** The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five (5) years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Parties in the performance of this Agreement may not be re-disclosed to third parties without the written consent of the student's parent/guardian, and must be used only for the purposes identified in this Agreement.

7. **Assignment.** Neither party to this agreement may assign its interest in the agreement without the express written consent of the other party.

8. **Compliance With Laws.** During the entire term of this agreement, the parties shall comply in every respect with all laws, rules and regulations of the State of Oregon as well as agency policies affecting their rights and responsibilities under the contract.

9. **Waiver.** No waiver of any portion of this agreement shall be deemed or shall constitute a waiver of any other portion thereof, nor shall any waiver constitute a continuing waiver.

10. **Contract Disputes.** The parties agree that any disagreement regarding the interpretation, meaning or any provision of this agreement shall be settled by arbitration if so requested by either party in writing. The arbitration decision will be binding upon the parties. The cost of such arbitration shall be shared equally between the parties.

11. **Termination or Suspension of Performance.** This Intergovernmental Agreement may be terminated under the following conditions.

11.1 By mutual consent of both parties, by either party on 30 days' notice, in writing and delivered by certified mail or in person.

11.2 Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to the notice of termination;

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

12. **Integration Clause.** The foregoing represents the entire agreement between the parties and any prior understanding or representations of any kind preceding the date of this agreement shall not be binding upon the other party except to the extent incorporated in this agreement.

13. **Modifications.** No modification of this agreement shall be binding upon the parties unless reduced to writing.

Signed on _____
Date

Signed on _____
Date

Agency

Willamette Education Service District
Agency

By: _____
Signature

By: _____
Signature

Print Name and Title

Print Name and Title

Contract Details:

Districts in Northwest Regional Education Service District (NWRESD) will be charged \$3.75 per district ADMw to participate in the Willamette Promise program. \$3.25 per district ADMw will be paid to Willamette Education Service District (WESD) to operate the program. \$.50 per district ADMw will be paid to NWRESD to provide administrative services and contract directly with districts in the NWRESD. Annual cost increases for NWRESD districts shall not exceed 8% and will be commensurate with cost increases in the WESD region and beyond. Contract can be reopened and services rates can be renegotiated from year to year if both parties mutually agree to do so.

Duties and Responsibilities of NWRESD:

1. A total program cost of \$3.25 per ADMw for all NWRESD school districts participating in the Willamette Promise.
2. Execute all business services in relation to participating school districts in the NWRESD region including all Statements of Work and Intergovernmental Agreements.
3. Provide a single point of contact for Willamette Promise staff.
4. Engage with districts on dual credit and forward all relevant inquiries from School Districts interested in Willamette Promise services to Willamette Promise coordinator.
5. Communicate with district business offices about billing, stipends, etc.
6. Annually provide Willamette Promise staff with an updated contact list of principals, vice principals, business managers, bookkeepers, and counselors within the region.
7. Share relevant information and data with Willamette Promise on dual credit articulations in the region and districts needing support.
8. Provide representation at the state-level dual credit coordinator meetings.

Duties and Responsibilities of WESD:

1. To provide all Willamette Promise services and other potential services through grants to participating school districts in the NWRESD region.
2. Collect student fees using an electronic system. WESD will invoice, itemized by high school, the district of any gap between student fees owed and student fees received by June 26th of each year.
3. Notify the district of any potential grant funds or allocations for services that may come available to them throughout the year to be covered in this IGA.
4. Provide all services associated with the Willamette Promise courses and career and college services.
5. Actively recruit teachers in the region and work collaboratively with school and district administration to determine course articulations from year to year.
6. Communicate with school district business offices on stipend amounts for dual credit teachers and provide information about the process.



7. Subsidize tuition costs with the Oregon Institute of Technology for all courses in the NWRES D region.
8. Collect partnership data and annual report out to NWRES D school districts on their return on investment.



Northwest Regional Education Service District

August 9, 2022

TO: Board of Directors

FR: Dan Goldman, Superintendent

RE: 2022-23 NWRES D Organizational Chart

EXPLANATION: Each year, the Board will review and approve the organizational recommendations of the Superintendent of reporting relationships, supervisory responsibilities and chains of command within the agency. The proposed 2022-23 Organizational Chart represents new lines of supervision to support the rapid growth of the organization over the last three years. Specifically, changes from 2021-22 include: 1) the Chief of Staff will supervise communications and assessment functions to ensure alignment with the strategic priorities set forth by the Board; 2) the Chief Academic Officer will supervise the three academic divisions: instruction, early learning, and K-12 special education to ensure greater program alignment; and, 3) service center administrators will be supervised by early learning leadership as the vast majority of their job duties are supporting comprehensive early programs in Clatsop, Columbia and Tillamook Counties.

PRESENTER(S): Dan Goldman, Superintendent

**SUPPLEMENTARY
MATERIALS:**

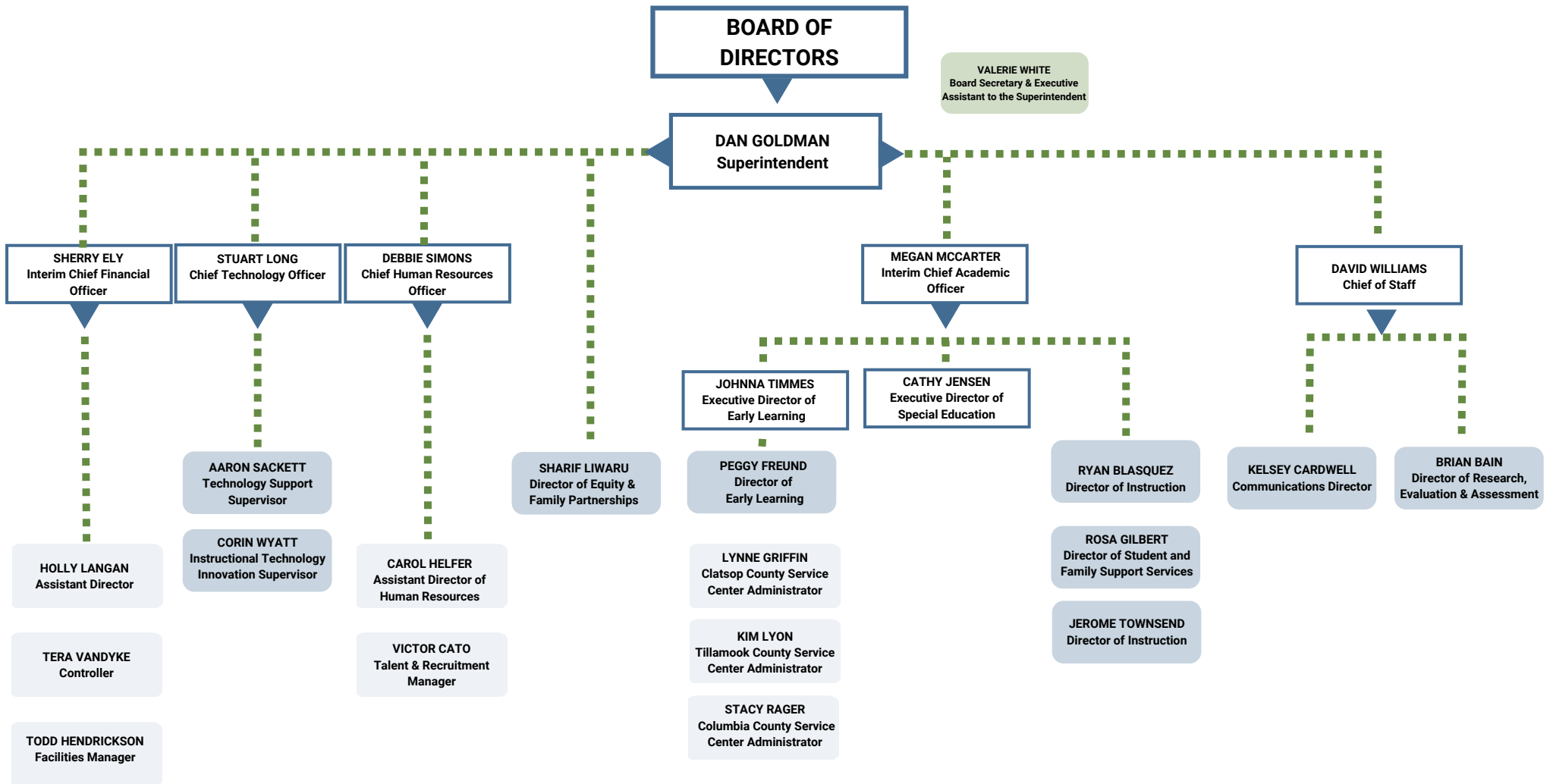
[2022-23 NWRES D Org Chart](#)

RECOMMENDATION: To approve the 2022-23 NWRES D Org Chart as discussed in Board Work Session

PROPOSED MOTION: I move to approve the 2022-23 NWRES D Organizational Chart as presented



Northwest Regional Education Service District





Reports & Discussion



OAESD Executive Director Report August 9, 2022

Updates

It has been a busy spring and summer as implementation, support, and connectedness occurred on many fronts.

OAESD continued to regularly convene statewide collaboratives for ESD Human Resource Directors, Chief Financial Officers, Special Education Directors, School Improvement Directors, and Student Success Act Liaisons. Additionally, OAESD began convening Diversity-Equity-Inclusion Coordinators, Attendance Coordinators, and Social-Emotional Learning Coordinators. These statewide convenings focused on professional collaboration, shared learning, problems of practice, and looking ahead for transition planning into the new school year.

OAESD supported student learning around the state through the coordination and implementation of \$50 million in Oregon Community Summer Grants. In conjunction with the nineteen ESDs, hundreds of applications have been reviewed and awarded for education enrichment opportunities to be funded and available to students throughout the summer and up until mid-October.

The Oregon Department of Education (ODE) has been developing and started the implementation of the integration of six initiatives under the Student Investment Account for alignment of goals and sustainability. OAESD's Program Director visited the ESDs throughout the spring and early summer to offer assistance and partnership in conjunction with ODE's regional implementation visits. It was wonderful to connect in person and identify needs and next steps together. Planning is underway for continued support strategy implementation for the ESD initiative teams as ODE identifies next steps in their implementation plan.

Looking Ahead

With summer often being a time of transition, particularly as we welcome new staff and board members, connection is underway to welcome and support new Superintendents, board members, and members of our statewide collaboratives to kick off the new school year. Individual and small group sessions are being scheduled to offer support and resources, and we look forward to meeting these new individuals.

OAESD is in the midst of planning and preparing for the 2023 Legislative Session and preparing for an active role in fostering and cultivating relationships and supporting transitions with the Oregon Department of Education leadership team and the Governor as the Superintendent for Public Instruction for continuity of partnership and services post-elections. OAESD will have an active role in legislative advocacy for identified priorities and will provide members with a variety of tools and learning opportunities for support in advocacy as well.

The OAESD Fall Summit is scheduled for November 10th at the Portland Marriott Downtown Waterfront hotel. We are excited to have ESD superintendents and board members coming together in person for an exciting day of learning and networking together. We will be focused on topics including the statewide political landscape and 2023 legislative session. Registration will be opening at the start of fall, and we look forward to seeing you at the event!

With Appreciation

Northwest Regional ESD has been involved in many Association roles and activities.

During the 2021-22 year:

- Doug Dougherty served on the OAESD Governance Council.
- Sarah Pope served on the OAESD Program Cabinet as the At-Large member.
- S.Z. Liwaru served on the Association's Steering Committee for Equity and Racial Justice and presented their important work at the Spring Conference as part of the committee panel.

In 2022-23:

- Superintendent Dan Goldman will serve on the Program Cabinet representing Larger ESD Superintendents.
- Stuart Long will serve on the Program Cabinet representing the area of Technology.

We appreciate the time and dedication to serving in these roles!
Thank you to all of Northwest Regional ESD's board members and to Dan Goldman, Superintendent, for the ongoing support of the Association and for the work you do daily to improve education opportunities for all of Oregon's students.



August 9, 2022

TO: Board of Directors

FR: Debbie Simons, Chief Human Resources Officer

RE: First Reading of Board Policy

EXPLANATION: The proposed financial policy draft reflects specific criteria needed for the agency when applying for and receiving funding, specifically in grants that total more than \$150,000.

The proposed revised policy has been reviewed by Lori Baker, NWRES D Chief Financial Officer, and Superintendent Dan Goldman.

PRESENTER(S): Debbie Simons, CHRO

SUPPLEMENTARY MATERIALS:

Proposed Policy DD: [Funding Proposals and Applications](#)

RECOMMENDATION: N/A

PROPOSED MOTION: N/A

Northwest Regional Education Service District

Code: DD
Adopted: 2/20/17
Revised/Readopted:
Orig. Code: DD

DD - Funding Proposals and Applications

The Board has as its primary mission the education of ~~district~~ students according to adopted goals and objectives. ~~The Board urges the Superintendent to pursue legal and worthwhile financial resources aligned to Board-adopted strategic priorities. To this end all legal and worthwhile financial resources will be pursued.~~ ¶

~~To this end, Grants-in-aid may become available from the federal or state government or private sources that align with these goals and objectives. The Board urges the Superintendent to pursue~~ district will pursue those ~~consider~~ grants that will assist the ~~ESD~~ district in meeting the adopted goals and objectives ~~of the current curriculum or will create facilities, purchase equipment or otherwise assist in implementing such programs as the Board has previously considered/approved.~~

The ~~S~~superintendent or designee will oversee all requests, application submissions, and acceptances; with consideration of ~~is authorized to use his/her judgment in approving grant proposals for submission when the grant supports the strategic plan, goals and priorities of NWRES D. The Superintendent will review all the proposals in excess of \$150,000.00 with the Board at its next regular meeting. To allow for timely application for potential grants in excess of \$150,000.00, the Superintendent may submit the application prior to Board approval. The Board reaffirms its veto power over all grants prior to actual acceptance of funds. The Board reserves the right to reject funds associated with any grant which has been approved.~~ ¶

The Board shall, before an acceptance of such funds, consider the district's obligations, expectations or encumbrances when the grant ceases. ~~The Board reaffirms its veto power over all grants prior to actual acceptance of funds.~~

Prior to receiving a grant in excess of \$150,000, the Board must authorize the ~~approve an action item authorizing the ESD to accept the funds. The action item can be submitted concurrently with the grant application, rather than waiting until after award notification, to allow for timely launch of program activities once the award is granted. The Board reserves the right to reject funds associated with any grant application. has been approved by the Superintendent.~~ ¶

END OF POLICY

Legal Reference(s):

- [ORS 294.305 to -294.565](#)
- [ORS 334.125\(7\)](#)



Northwest Regional Education Service District

August 9, 2022

TO: Board of Directors

FR: Debbie Simons, Chief Human Resources Officer

RE: Approval of 2022-2026 OSEA Collective Bargaining Agreement

EXPLANATION:

The 2022-2026 OSEA Collective Bargaining Agreement which provides the structure for the relationship between the ESD and its valued classified staff members. The last step prior to the final contract being finished is the board's approval. This contract provides for an expanded probationary period, clarification regarding the reclassification process, and a 3% COLA each year of the agreement for all classified staff; with an additional 2% each year for instructional and bilingual instructional assistants.

The tentative bargaining agreement has been ratified by the union. Following board approval, the final copy will be prepared and published to all parties.

PRESENTER(S): Debbie Simons, Chief Human Resources Officer

SUPPLEMENTARY MATERIALS:

[2022-2026 Tentative OSEA Collective Bargaining Agreement.](#)

RECOMMENDATION: The Administration recommends approval of the 2022-2026 OSEA Collective Bargaining Agreement.

PROPOSED MOTION: I move to accept the OSEA Collective Bargaining Agreement



Northwest Regional Education Service District

August 9, 2022

TO: Board of Directors
FR: Debbie Simons, Chief Human Resources Officer
RE: Approval Annual Insurance Coverage Limits

EXPLANATION:

The attached insurance summary provides the coverage limits the Northwest Regional ESD is currently covered by in the areas provided by the followings: Property, Liability, Auto & Workers' Compensation policies.

The ESD participates in PACE, which is an insurance trust that provides liability limits to educational entities. Brown & Brown was previously selected as the agent of record and will be available to provide a brief overview of coverage and answer any questions the board may have.

PRESENTER(S): Debbie Simons, Chief Human Resources Officer
Geoff Sinclair, Vice President, Public Sector Practice

SUPPLEMENTARY MATERIALS: [Summary of Insurance Coverage Documents](#)

RECOMMENDATION: The Administration recommends approval of the 2022-2023 coverage limits

PROPOSED MOTION: I move to approve the 2022-23 Coverage Limits as presented.



PROPERTY & CASUALTY

Summary Prepared for

Northwest Regional Education Service District

Policy Term: 07/01/2022 - 07/01/2023



These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions, and exclusions that apply. Client ultimately determines the values insured. Higher limits may be available upon request.

Brown & Brown of Oregon, LLC
601 SW 2nd Avenue, Suite 1200, Portland, OR 97204

Table of Contents

- Premium Summary5
- PACE Premium Rate Comparison Report.....6
- Property7
- Equipment Breakdown10
- Crime11
- Educators Liability.....12
- Cyber Liability14
- Business Auto.....15
- Workers' Compensation17

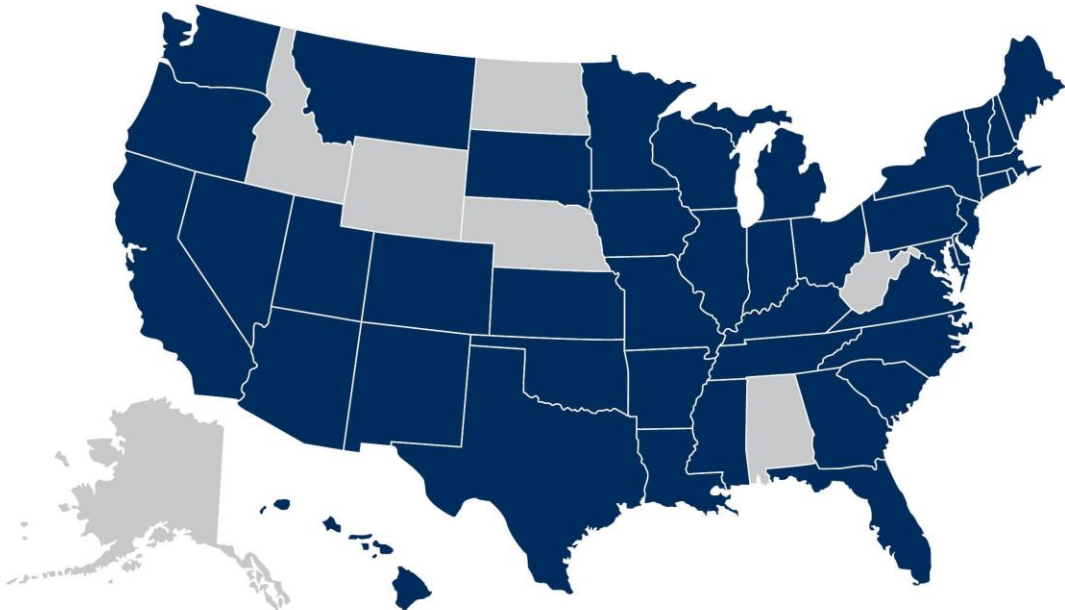
This summary is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy.
In the event of difference, the policy will prevail.



Who We Are

Growth has no finish line.

No matter where you are on your growth journey, we can help you find solutions to meet your ever-evolving insurance and risk management needs. If you are a highly complex multinational company, an individual or anything in between, our experienced teams can help every step of the way.



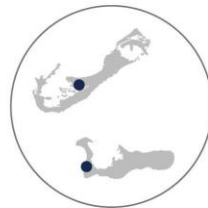
Canada



London, England



Ireland



Bermuda & Grand Cayman

In the map above, blue indicates states or countries with Brown & Brown locations.



This summary is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy.
In the event of difference, the policy will prevail.

Preparing You for Tomorrow's Risks—Today™

We pride ourselves on our ability to couple national strength with local, personalized service. Our Brown & Brown of Oregon, LLC - based team is as connected to the more than 11,000 teammates across Brown & Brown and our team of companies as it is here in our community.

We have become a leading insurance brokerage because we view insurance differently and utilize our vast experience and wide-reaching network to deliver superior service and solutions to our customers, both big and small.

We believe that our teammates and the relationships they form with our customers are our strength. Our reputation has been built on a solid foundation of teamwork, strengthened by people who are dedicated to providing the highest degree of service. Our team thanks you for the opportunity to work together. Please find our contact information below.

Service Team – Brown & Brown of Oregon, LLC

	Name	Phone	Email
PROPERTY & CASUALTY			
Account Executive	Geoff Sinclair, ARM	(503)790-9364	geoff.sinclair@bbrown.com
Account Manager	Cathi Pham, CIC, CRM	(503)219-3266	cathi.pham@bbrown.com
CLAIMS & RISK MANAGEMENT			
	Tim Clarke, MLS, CPCU, AIC	(503)219-3223	tim.clarke@bbrown.com
	Betsy Shenk	(503)219-3289	betsy.shenk@bbrown.com
MAIN PHONE	(503)274-6511		
MAIN FAX	(503)274-6524		



This summary is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy.
In the event of difference, the policy will prevail.

Premium Summary

Line of Business	Renewal Premium
Carrier	Property & Casualty for Education (PACE)
Admitted/AM Best	Admitted/Not Rated
Property/Equipment including Flood & Earthquake	\$43,578.00
Boiler/Mechanical Breakdown	\$1,780.00
Crime	\$5,581.00
Educators Liability	\$178,496.00
Auto	\$4,819.00
Employment Practices Tool Kit Credit	(\$9,054.00)
Cyber Coverage	Included
TOTAL PACKAGE PREMIUM	\$225,200.00
Agency Service Fee	\$14,500.00
SUBTOTAL	\$239,700.00
Carrier	SAIF Corporation
Admitted/AM Best	Admitted/Not Rated
Workers Compensation	\$122,638.87
GRAND TOTAL	\$362,338.87

This quote is valid for (30) days or until the proposed effective date, whichever is first.



This summary is based upon the exposures made known to the Agency by you and contains only a general description of the coverage. It does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to the policy. In the event of difference, the policy will prevail.

PACE Premium Rate Comparison Report



2021/ 2022 to 2022/ 2023 Premium and Rate Comparison

Northwest Regional E.S.D.

Coverage	2021/ 2022 Policy Year			2022/ 2023 Policy Year			2021/ 2022 to 2022/ 2023 Changes		
	Premium	Exposure	Rate	Premium	Exposure	Rate	Premium Change	% Premium Change	% Rate Change
Property	\$39,670	\$30,151,319	\$13.16	\$45,358	\$31,357,372	\$14.46	\$5,688	14.34%	9.94%
Liability	\$156,676	\$49,949,776	\$313.67	\$169,442	\$52,092,668	\$325.27	\$12,766	8.15%	3.70%
Automobile	\$4,015	11	\$365.00	\$4,819	11	\$438.09	\$804	20.02%	20.02%
Crime	\$5,581			\$5,581			\$0	0.00%	
Totals	\$205,942			\$225,200			\$19,258	9.35%	

Liability Exposure = ADA for School Districts, Public Resources for Community Colleges and General Services Grant for Education Service Districts
 Property Exposure = Total Insured Value (TIV)
 Automobile Exposure = Automobile Count



This summary is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

Property

Commercial Property Coverage forms define, limit, and explain what property or property interests are covered subject to policy provisions, conditions, terms, definitions, and exclusions

Subjects of Insurance

Subject of Insurance	Limit	Valuation	Cause of Loss	Deductible
Total Limit of Liability	\$31,357,372	Replacement Cost	Special form	\$1,000
Total Building	Per Schedule in Appendix	Replacement Cost	Special form	\$1,000
Total Business Personal Property	Per Schedule in Appendix	Replacement Cost	Special form	\$1,000
Mobile Equipment	Not Covered			
Earthquake	\$10,000,000	Replacement Cost	Earthquake	See Below
Flood	\$10,000,000	Replacement Cost	Flood	See Below

Client ultimately chooses limits insured.

Causes of Loss:

Direct Physical Loss subject to the policy form's exclusions and limitations.

Earth Movement Deductible:

\$5,000 or 5% minimum, maximum is the deductible stated in declaration or \$50,000 and applies per single occurrence on premises listed on the Schedule of Property.

See Policy Declarations for detail.

Flood Deductible:

25,000 or 5% minimum, maximum is the deductible stated in declaration or \$100,000 and applies per premises, unless located in Special Flood Hazard Area as defined by FEMA then a \$500,000 deductible applies each per damaged building and each per damaged personal property, fine arts, mobile equipment, scheduled mobile equipment, scheduled fine arts and scheduled personal property listed on the Schedule of Property Values on file with the Trust.

See Policy Declarations for detail



This summary is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

Additional Coverages:

Coverage	Limit
Sublimits for Covered Property	
<i>Reference Section VIII – Covered Property in PACE Coverage Document</i>	
Personal Property Away from Scheduled Premises	\$100,000
Personal Property of Others within your Care, Custody and Control, Other than Mobile Equipment	\$500,000
Property of Students/Employees/Volunteers (Subject to a \$5,000 maximum per person)	\$250,000
Mobile Equipment of Others within your Care, Custody and Control	\$50,000
Unscheduled Fine Arts (Fine Art may be specifically scheduled for higher limits)	\$10,000
Sublimits for Covered Property	
<i>Reference Section X – Additional Coverages in PACE Coverage Document</i>	
Debris Removal (Lesser of Sublimit or 25% of loss)	\$5,000,000
Pollutant Cleanup & Removal From Land or Water (Lesser of Sublimit or 20% of the scheduled location value)	\$100,000
Fungus as a Result of a “Covered Cause of Loss” (Lesser of Sublimit or 10% of the covered portion of the loss)	\$10,000
Preservation of Undamaged Covered Property (Lesser of Sublimit or 10% of the covered portion of loss)	\$10,000
Professional Services (Lesser of Sublimit or 10% of the covered portion of loss)	\$250,000
Fire Department Service Charge	\$25,000
Recharge of Fire Extinguishing Equipment	\$10,000
Arson Reward	\$10,000
Increased Cost of Construction – Enforcement of Ordinance or Law (Lesser of Sublimit or 25% of loss)	\$5,000,000
Increased Cost of Construction - Unforeseen Delay (Lesser of Sublimit or 25% of loss)	\$500,000
Expense for Restoration or Modification of Landscaping, Roadways, Paved Surfaces and Underground Utilities (Lesser of Sublimit or 25% of loss)	\$500,000
Sublimits for Additional Coverages – Business Income and Extra Expense	
<i>Reference Section XI – Additional Coverages – Business Income and Extra Expense in PACE Coverage Document</i>	
Business Income	\$5,000,000
Extra Expense	\$5,000,000
Enforcement of Order by Government Agency/Authority	\$25,000
Business Income from Dependent Property	\$25,000
Interruption of Utility Services	\$25,000
Inability to Discharge Outgoing Sewage	\$25,000
Sublimits for Coverage Extensions	
<i>(Reference Section XII – Coverage Extensions in the PACE Coverage Document)</i>	
Property in the Course of Construction (If not in compliance with all of the notification requirements set forth in Section XII.A. within 90 days, the most the Trust will pay for property in the Course of Construction is \$500,000. If after 90 days, you have not complied with all the notification requirements set forth in Section XII.A, then no coverage will be provided for property in the Course of Construction).	\$5,000,000



This summary is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

Coverage	Limit
Sublimits for Covered Property <i>Reference Section VIII – Covered Property in PACE Coverage Document</i>	
Newly Acquired or Constructed Property (No coverage will be provided unless you notify the Trust in writing no later than 90 days after the dates specified in section XII.A.)	\$500,000
Unscheduled Outdoor Property	\$250,000
Malicious Mischief or Vandalism to Tracks and Artificial Turf Fields	\$250,000
Property in Transit	\$500,000
Accounts Receivable	\$500,000
Property Damaged by Overflow of Sewers or Drains	\$50,000
Covered Leasehold Interest	\$100,000
Valuable Papers and Records (Lesser of cost research, replace, or restore the lost information, Actual Cash Value in the blank state of paper, tape or other media if records are not actually researched, restored or replaced or amount of sublimit)	\$500,000
Property Damaged by Computer Virus	\$25,000
Miscellaneous Property damaged by Specified Cause of Loss/Theft (Lesser of Sublimit Appraised Value, Fair Market Value)	\$250,000

Terms, Conditions, Endorsements, Exclusions, and/or Limitations include but are not limited to:

PACE Property Coverage Document



This summary is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

Equipment Breakdown

Equipment breakdown/boiler machinery policy covers direct damage to covered property caused by accidents to the insured objects, which manifests itself by physical damage, necessitating its repair or replacement. Subject to policy provisions, conditions, terms definitions, and exclusions.

Limits	
Equipment/Mechanical Breakdown	\$31,357,372
Valuation – Property Damage	Replacement Cost or “Covered Equipment” 25 years old or older will be valued at Actual Cash Value
Valuation – Combine Business Income & Extra Expense	Actual Loss Sustained

Sublimits	
Business Interruption/ Extra Expense – Actual Loss Sustained	\$5,000,000 – 24 Hour Waiting Period
Consequential Loss	\$1,000,000
Demolition & Increased Cost of Construction – Ordinance and Law	\$5,000,000
Expediting Expense	\$2,500,000
Spoilage	\$2,500,000
Hazardous Substances	\$1,000,000
Ammonia Contamination	\$1,000,000
Water Damage	\$5,000,000
Utility Interruption	\$5,000,000 – 24 Hour Waiting Period
Media and Data	\$1,000,000
Newly Acquired Locations 180 Day Reporting	\$1,000,000
CFC Refrigerants	Included
Computer Equipment	Included

Deductibles	
Motors less than 500 hp	\$1,000
Motors greater than 500 hp	\$5,000

Higher limits may be available.



This summary is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

Crime

Policy that is designed to meet the needs of organizations other than financial institutions (such as banks). A commercial crime policy typically provides several different types of crime coverage, such as: employee dishonesty coverage; forgery or alteration coverage; computer fraud coverage; funds transfer fraud coverage; kidnap, ransom, or extortion coverage; money and securities coverage; and money orders and counterfeit money coverage.

Coverages

Coverage Description	Limit	Deductible
Employee Dishonesty	\$1,000,000	\$10,000
Forgery or Alteration	Included	\$10,000
Inside the Premises – Theft of Money & Securities	Included	\$10,000
Inside the Premises – Robbery, Safe Burglary – Other	Included	\$10,000
Outside the Premises	Included	\$10,000
Computer Fraud	Included	\$10,000
Funds Transfer Fraud	Included	\$10,000
Money Orders and Counterfeit Paper Currency	Included	\$10,000
Loss Investigation Expense	Included	\$10,000
Impersonation Fraud Coverage	\$250,000	\$25,000
Faithful Performance of Duty	Included	\$10,000

Client ultimately chooses limits insured.

Terms, Conditions, Endorsement, Exclusions, and/or Limitations include but are not limited to:

National Union Fire Insurance Company of Pittsburgh Crime Document

ADDITIONAL COVERAGE MODIFICATIONS

- Non Compensated Officers, Directors – includes Volunteer Workers and Students as “Employees”
- Deletion of Bonded Employee Exclusion
- Deletion of Treasurer or Tax Collector Exclusion



This summary is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

Educators Liability

Policy will pay sums which the insured becomes legally liable to pay as damages because of bodily injury or property damage to which this insurance applies.

Coverage Type	Coverage Basis
Public Entity Liability	Occurrence

Limits of Liability

Coverage	Limit	Deductible Per Occurrence
Educators Liability Each Occurrence	\$20,000,000	\$1,000
Educators Liability Per Wrongful Act	\$20,000,000	\$1,000
Educators Liability Annual Aggregate	\$20,000,000	\$1,000
Ethics Complaint Defense Costs	\$25,000	\$1,000
Premises Medical Expense	\$5,000	\$1,000
Limited Hazardous Substances Coverage	\$250,000	\$1,000
Applicators Pollution Coverage	\$50,000	\$1,000
Injunctive Relief Defense Costs	\$25,000	\$1,000
Fungal Pathogens (Mold) Defense Costs	\$100,000	\$1,000
OTSPC Defense Costs	\$25,000	\$1,000
Lead Sublimit Defense Costs	\$50,000	\$1,000
Violent Acts Crisis Expense	\$50,000	N/A

Higher limits may be available.

No Coverage afforded where deductible exceeds sublimit provided.

Terms, Conditions, Endorsements, Exclusions, and/or Limitations include but are not limited to:

PACE Educators Liability Coverage Document

PACE School Violent Acts Coverage Document

Note: \$25,000 minimum deductible applies if PACE or approved legal counsel is **not** consulted prior to an employment termination. This now includes consultation prior to a demotion as well.

Definition of demotion: Compulsory reduction in an [employee's rank](#) or [job title](#) within the organizational hierarchy of a company, public service department, or other body, unless there is no reduction in pay.

PACE requires a **72 hour notice** prior to adverse termination of employment, demotion, non-renewal, or suspension without pay and benefits of any employee of the District. PACE Legal can be contacted at pacelegal@osba.org.

Premium is not Subject to Audit.



This summary is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

CRIME & GENERAL LIABILITY CLASSIFICATIONS

Classification	Exposure
Armed-DPSST Certified City or County Department-District has Liability	0
Armed-DPSST Certified City or County Department-No District Liability	0
Armed-DPSST Certified NON City or County Department	0
Armed-NON DPSST Certified Personnel	0
Day Care Centers	0
Number of Attorneys Providing Services to Third Parties	0
Number of Drones Owned	0
Number of Board Members	9
Number of Employees	671
Number of Volunteers	55
Nurses	8
Total Revenue	52,092,668
Total Workers Compensation Payroll	32,000,000



This summary is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

Cyber Liability

Coverages

Coverage Description	Limit	Deductible
AIG Cyber Liability Coverage Limits:		
Annual Coverage Period	\$1,000,000	
Annual Aggregate for All Named Participants	\$5,000,000 (1)	
AIG Cyber Extortion Coverage Sublimits:		
Annual Coverage Period	\$200,000 (2)	
Annual Aggregate for All Named Participants -	\$2,000,000 (1) (2)	
AIG Cyber Liability Coverage Limits:		
Security and Privacy Coverage	Included	\$5,000
Event Management Coverage	Included	\$5,000
Media Content Coverage	Included	\$5,000
Network Interruption Coverage	Included	\$5,000
Cyber Extortion Coverage	Included	\$25,000

Client ultimately chooses limits insured.

Terms, Conditions, Endorsement, Exclusions, and/or Limitations include but are not limited to:

Regardless of the number of Named Participants that experience loss, the most AIG will pay for this Cyber Liability Coverage in any one annual Coverage Period is 5,000,000. Cyber Extortion Coverage in any one annual Coverage Period is limited to 2,000,000.

(1) This Annual Aggregate Limit amount will be paid and reduced by claims of all Additional Insureds in the order in which the claims are paid by AIG. In the event the incurred losses arising from a single claim involving multiple Additional Insureds exceeds any remaining annual aggregate limit, that remaining amount will be paid on a pro-rata basis among those Additional Insureds involved in the claim.

(2) These limits include all amounts paid for Cyber Extortion claims including, but not limited to, loss amounts as well as defense and investigation expenses.

Insurer: AIG Insurance



This summary is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

Business Auto

Automobile Coverage subject to policy provisions, conditions, terms, definitions, and exclusions. Coverage is provided for damages because of bodily injury or property damage to which this insurance applies caused by an accident and resulting from the ownership, maintenance, or use of a covered auto.

Coverage

Coverage	Limit	Deductible	Symbol
Auto Liability Coverage	\$500,000	\$1,000	1
Non Owned & Hired Auto	\$500,000	\$1,000	8,9
Excess Auto Liability Coverage	\$14,500,000	\$500,000	1
Personal Injury Protection (PIP) Applies to Private Passenger Vehicles	Statutory	None	5
Uninsured/Underinsured Motorist Bodily Injury	\$500,000	None	2
Comprehensive	Per Schedule in Appendix		7
Collision	Per Schedule in Appendix		7
Hired Auto Physical Damage - Comprehensive	\$75,000	\$100	8
Hired Auto Physical Damage - Collision	\$75,000	\$500	8

Higher limits may be available.

Terms, Conditions, Endorsements, Exclusions, and/or Limitations include but are not limited to:

PACE Auto Liability Coverage and Excess Liability Coverage Document
PACE Auto Physical Damage Document
Vehicle Valuation

- Buses 10 years old and newer – Replacement Cost
- Other Vehicles 6 years old and newer – Replacement Cost
- All Other Vehicles – Functional Replacement Cost

Vehicle Ownership

The Named Insured represents that all scheduled vehicles are titled to the Named Insured or leased to the Named Insured. If not, you must notify us immediately in order to obtain proper coverage not currently proposed.



This summary is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

Symbol	Description
1	Any Auto
2	Owned Autos only. Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned private passenger autos only. Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned autos other than private passenger autos only. Only those autos, you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned autos subject to no-fault. Only those autos you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned autos subject to a compulsory uninsured motorist's law. Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist's requirement.
7	Specifically Described Autos. Only those autos described in item three of the declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in item three).
8	Hired Autos Only. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or partners or members of their households.
9	Non-owned Autos Only. Only those "autos" you do not own, lease, hire, rent or borrow and that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.



This summary is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

Workers' Compensation

Provides coverage for your employees as defined by State Workers Compensation statutes.

A. Workers' Compensation Insurance:

Part One of the policy applies to the Workers' Compensation Law of the states listed below:

State
OR

B. Employers' Liability Insurance

Part Two of the policy applies to work in each state listed in Item A

Each Accident Limit	Disease Policy Limit	Disease Each Employee
\$1,000,000	\$1,000,000	\$1,000,000

Higher limits may be available.

C. Other States Insurance:

Part Three of the policy applies to the states, if any listed below:

Does not apply to ND, OH, WA, and WY (Monopolistic States).

Forms Or Special Conditions, Including But Not Limited To:

Form Name

Oregon Cancellation Endorsement
Catastrophe (other than Certified Acts of Terrorism) Premium End
Terrorism Risk Insurance Prog Reauthorization Act Disclosure End
Notification of Change in Ownership Endorsement
Premium Payment Rating Plan Endorsement
Premium Discount Endorsement
Premium Due Date Endorsement
Oregon Amendatory Endorsement
Confidentiality Endorsement



This summary is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

Rate Comparison:

Code	Classification	Payroll	2021 Renewal Term		2022 Renewal Term	
			Rate	Premium	Rate	Premium
7380	Chauffer's and Helpers NOC	23,097	4.18	965	4.12	952
8868	School Professional Employee & Clerical	46,987,852	0.35	164,457	0.35	164,457
9101	School - All Other Employees	0	2.85	-	2.69	-
9349	School - Cafeteria/Kitchen Employees	0	2.69	-	2.41	-
8868V	Volunteer Teacher Aids	0	0.35	-	0.35	-
	Total Payroll	\$47,010,949				
	Manual Contribution			165,423		165,409
	Increased Limits Premium (Part II)		1.004	662	1.004	662
	Subject Premium			166,085		166,071
	Experience Modification			1.56		0.78
	Modified Contribution			259,092		129,535
	Annual Prepay Discount (3.5%)			(9,068)		(4,534)
	Standard Premium			250,024		125,001
	Premium Discount			(42,829)		(20,326)
	Terrorism Premium		0.01%	2,351	0.01%	2,351
	Catastrophe Premium		0.01%	4,701	0.01%	4,701
	Total Premium			214,246		111,727
	DCBS Assessment (Excludes Part Two & Federal Premium)		9.1%	19,496	9.8%	10,911
	Total Premium & Assessments:			233,743		122,639



This summary is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.



Northwest Regional Education Service District

August 9, 2022

TO: Board of Directors

FR: Sharif Liwaru, Director of Equity and Family Partnerships

RE: Resolution 22-001: National Hispanic Heritage Month

EXPLANATION:

At this August meeting, in anticipation of National Hispanic Heritage Month 2022, board members will have the opportunity to approve Resolution 22-001 and declare September 15 to October 15, 2022 as “National Hispanic Heritage Month” for Northwest Regional Education Service District.

PRESENTER(S): Sharif Liwaru, Director of Equity and Family Partnerships

SUPPLEMENTARY MATERIALS: Resolution 22-001

RECOMMENDATION: Approve as presented.

PROPOSED MOTION: I move that the NWRESD approve Resolution 22-001 as presented.



Northwest Regional Education Service District

RESOLUTION NO. 22-001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT IN CLATSOP, COLUMBIA, TILLAMOOK, AND WASHINGTON COUNTIES, OREGON PROCLAIMING SEPTEMBER 15 THROUGH OCTOBER 15, 2022 AS “NATIONAL HISPANIC HERITAGE MONTH”.

WHEREAS, Hispanic Americans have contributed greatly to our nation in all areas including science, art, music, education, sports, and public service; and have bravely served their country in large numbers in times of peace, war, and in every way in our nation’s history for generations; and

WHEREAS, in 1968 Congress authorized President Lyndon B. Johnson to proclaim National Hispanic American Heritage Week and this observance was expanded in 1988 by President Ronald Reagan to a month-long celebration; and

WHEREAS, National Hispanic Heritage Month is observed from September 15 through October 15 in recognition of the independence days of Chile, Costa Rica, El Salvador, Guatemala, Honduras, Mexico and Nicaragua; and

WHEREAS, National Hispanic Heritage Month is a celebration and commemoration of Latin-American history and culture honoring how Hispanic culture has enriched American society; and

WHEREAS, accomplishments made by Hispanic, Latino, or Latinx, Americans serve as an inspiration to all who seek freedom, opportunity, and a new beginning for themselves and their children; and

WHEREAS, during this month, Americans celebrated the traditions, ancestry and unique experiences of Americans whose ancestors came from Spain, Mexico, the Caribbean and Central and South America; and

WHEREAS, Hispanic, Latino, or Latinx, individuals play an integral role in American society, and it is vitally important that we honor and celebrate their contributions to our country, our state, our cities, and our schools.

NOW, THEREFORE BE IT RESOLVED BY THE MEMBERS OF THE NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT BOARD OF DIRECTORS:

1. That the Board recognizes September 15 to October 15, 2022 as “National Hispanic Heritage Month” for Northwest Regional Education Service District.
2. That during that time, you are encouraged to come together to recognize, commemorate, and celebrate the cultural, professional, educational, and civic contributions of the Hispanic men and women, past and present, who have worked tirelessly to overcome obstacles of language, culture, and tradition to positively impact American society and become an integral part of our local communities.
3. That our students, staff, and community are also encouraged to study Hispanic culture and history, recognize Hispanic contributions in their communities, and strive for appreciation and inclusion year-round in order to celebrate our past and brighten our future as an Education Service District.

This Resolution is effective immediately upon adoption this 9th day of August, 2022

NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT, CLATSOP, COLUMBIA, TILLAMOOK,
AND WASHINGTON COUNTIES, OREGON

By: _____
Chair

ATTEST:

By: _____
Superintendent

Sources:

- 1) National Endowment for the Humanities:
<https://www.hispanicheritagemonth.gov/> 2) 15 Hispanic Heritage Month 2022 Activities - Oprah Daily:
<https://www.oprahdaily.com/life/g36651645/hispanic-heritage-month-activities/>
- 3) Hispanic & Latinx History (Oregon):
<https://www.travelportland.com/culture/hispanic-latinx-history/>



Northwest Regional
Education Service District

END OF PACKET

FIN DEL PAQUETE

REGULAR MEETING - REUNIÓN ORDINARIA

AUGUST 9, 2022

9 DE AGOSTO DE 2021

2:15 pm - 3:30 pm

CONTACT/CONTACTO

Valerie White

vwhite@nwresd.k12.or.us