

BOARD PACKET MATERIALES DE LA MESA DIRECTIVA

EXECUTIVE & REGULAR MEETING REUNIÓN EJECUTIVA Y ORDINARIA

> January 10, 2023 10 de enero de 2023

4:00PM - 6:30PM

CONTACT/CONTACTO

Valerie White vwhite@nwresd.k12.or.us



Welcome to this Public Meeting of the NWRESD Board of Directors

NWRESD Board of Directors

January 10, 2023 - 4:00-6:30 PM

Executive & Regular Session

Agenda Item Times Are Estimates

Executive Session

Chair Tomlin 4:00 PM CALL TO ORDER **Executive Session Statement** Board: Karen Cunningham, Doug Dougherty, Tony Erickson, Yadira Martinez, Christine Riley, Ross Tomlin, Diane Wilkinson, Maureen Wolf, Ernest Stephens Staff: Shery Ely, Dan Goldman, Debbie Simons, Valerie White, Kelsey Cardwell, David Williams, Megan McCarter, Stuart Long 192.660(2)(d) To conduct deliberations with persons you have designated to carry on labor negotiations. 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. 4:25 PM **ADJOURN** Chair Tomlin **General Session General Session Registration Link** 1. CALL TO ORDER Chair Tomlin 4:30 PM Board: Karen Cunningham, Doug Dougherty, Tony Erickson, Yadira Martinez, Christine Riley, Ernest Stephens, Ross Tomlin, Diane Wilkinson, Maureen Wolf 2. PLEDGE OF ALLEGIANCE / LAND ACKNOWLEDGEMENT 4:32 PM Chair Tomlin 4:35 PM 3. AGENDA REVIEW/REVISION Chair Tomlin 4. SUPERINTENDENT REPORT 4:38 PM Dan Goldman A. January 2023 Superintendent Report 5. PUBLIC COMMENT 4:50 PM Valerie White The Northwest Regional Education Service District Board of Directors appreciates community members sharing information during public comments. Members of the community wishing to address the Board must complete a Public Comment Card prior to the beginning of the board meeting. The Board requests comments be limited to three (3) minutes per speaker. Speakers will state their name and home address for the record. While the Board does not respond to public comment, following the meeting the Chair, Vice Chair, and Superintendent will together determine the appropriate level of response. Speakers may offer objective criticism of district operations or programs, but the Board will not hear complaints concerning specific district personnel. 6. RECOGNITION AND GOOD NEWS 4:56 PM Kelsey Cardwell A. Board Appreciation Month

B. Board Member of the Year: Becky Tymchuk, Beaverton School District

| 5:20 PM | 7. CONSENT AGENDA A. Approve December Board Meeting Minutes B. Approve December Personnel Reports C. Adopt Policies: JHFE, GBNAB, GBLA D. Astoria REN Change Idea Statement of Work E. Forest Grove REN Change Idea Statement of Work | Valerie White Debbie Simons Debbie Simons Megan McCarter Megan McCarter |
|---------|---|---|
| 5:22 PM | 8. REPORTS AND DISCUSSION A. Expansion of Regional Internet Connectivity B. First Read Policies: GBJ, JFCJ C. Administrative Reports | Stuart Long Debbie Simons Dan Goldman |
| 5:55 PM | 9. ACTION ITEMS A. Resolution No. 23-001 - 2023 Black History Month B. Approve November 2022 Financial Report C. Resolution No. 23-002 - Financing for Aloclek Property D. Approval of Sub Services Contract E. OAESD Officer Council Nominations 2022-23 | S. Liwaru Sherry Ely Sherry Ely Debbie Simons Dan Goldman |
| 6:15 PM | 10. BOARD MEMBER COMMENTS | Chair Tomlin |
| 6:20 PM | 11. ADJOURN | Chair Tomlin |



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 EI 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



Superintendent Office Report

January 2023

Welcome to our first Board meeting of 2023! I hope each member of our Board, our staff and our children and families found respite and relaxation over the winter holiday break.

I was fortunate to take time with family and friends, and after a few days decompressing, I was able to reflect on all that was 2022. While last year presented incredible challenges (e.g., re-engaging students and families in important services, ongoing staffing/workforce challenges, intervening on widening academic, behavioral, and emotional skills deficits, supply chain challenges, etc.), I am incredibly proud of the efforts and optimism of our NWRESD family over the course of the last year. Our staff was incredibly flexible in service to others, often substituting for sick colleagues, taking on new job duties, centering educational equity and best practices across our region, and significantly expanding access to service for our most marginalized learners. We truly have an incredible, hard working team of competent colleagues here at NWRESD. As we head into 2023, I know our staff will continue to elevate our values and make a difference in the lives of those we serve.

JANUARY IS BOARD RECOGNITION MONTH

As January brings a new calendar year, it also brings Board Recognition Month. Before we get to our Recognition and Good News agenda item, I'd like to personally thank the Board for its unwavering support of our region's students, families and staff. Each of you have helped to ethically and effectively lead our organization during truly unprecedented times. Together, we have faced difficult decisions and new opportunities and you have contributed to our successes in the face of significant challenges. I know I can speak for our entire staff in saying "thank you" for your guidance, dedication and stewardship.



LOCAL SERVICE PLAN

Our 2023-24 Local Service Plan has now been sent to our 20 school district boards for consideration. To date, eight districts have asked the ESD to present the LSP at upcoming board meetings. Thank you in advance to Diane for helping me kick these presentations off in Tillamook next week and to other board members for assistance in the weeks to come. Because we systematically engage and collaborate with our district leaders in the development of the LSP, I am confident we will receive the necessary district approvals to move our budget development and program planning processes forward.

LEGISLATIVE AFFAIRS

The start of the new year also brings with it a new legislative session. As mentioned in our election recap, this year brings a substantial amount of personnel change in state government. Governor-elect Kotek is quickly ramping up her transition team and preparing a budget proposal to forward to the legislature for consideration. As of this writing the governor-elect has yet to name an education policy advisor and it remains unclear if Deputy Superintendent Colt Gill will remain at the helm of ODE. We are also awaiting the governor-elect's biennial budget proposal for the State School Fund. Early information pointed to a possible current service level proposal of \$9.5 billion, which is a mere \$200 million above the current appropriation. The education advocacy coalition has calculated a current service level requirement of \$10.3 billion and thus will be advocating for a significant increase in base funding for education.

The legislature is also in the process of managing a significant transition from the longest serving Senate president in Oregon's history and the longest running Speaker of the House. Senate Democrats have designated Senator Rob Wagner (D-Lake Oswego) as their nominee for Senate President. In the House, Dan Rayfield (D-Corvallis) will continue to serve as Speaker after succeeding governor-elect Kotek who stepped down during the interim to run for Governor. Thus, this will be the first full legislative session in almost 20 years with both a new Senate President and Speaker. In addition, Senator Michael Dembrow (D-Portland) and Representative Courtney Neron (D-Scholls/Sherwood) will serve as chair of their respective education committees. The legislature will convene for the full session on January 17th.

Washington County school board members will be hosting a legislative summit on Saturday, February 4 at 9am at the Washington Service Center to discuss the education budget and key policy issues with legislators from the county.

FACILITIES

Tonight the Board will be asked to approve a resolution allowing the administration to proceed with procuring financing to purchase a property in Hillsboro to support the expansion of early childhood programming. The property we've identified will add over 50,000 square feet of early learning space in our community. As we know, each of our four counties are designated as childcare deserts, meaning there is a significant gap between the number of young children in residence and the availability of early learning programming. Infrastructure (e.g., facilities) is an important piece of this puzzle and this property in Washington County would chip away at this dilemma. Thank you to Ross who worked with CFO Sherry Ely over the break to review the resolution for the Board's consideration.

RECOGNITION AND GOOD NEWS

SCHOOL BOARD SUPERHEROES!











December, 16, 2022

To the Northwest Regional Education Service District Board of Directors:

We join the 197 school districts and 18 other education services districts throughout Oregon to celebrate January as School Board Recognition Month. I am grateful for your countless hours of unpaid time to provide the best opportunities to the students most in need. School Board Recognition Month is one small way we can say "thank you for all you do!"

Importantly, you represent the views of the communities and constituents in your zone or position area in the context of a complex organization. You are steadfast advocates for educational access, student achievement, educator professional growth, equity, transparency and innovative service on behalf of our 20 component school districts and their communities.

In your critical contributions to our organization, you focus on:

- Setting a vision for what community members, families, students and educators want their educational system to become and how to make student achievement the top priority
- Assessing whether we achieve our goals, and whether students are learning and we are meeting the needs of our component school districts
- Accounting for the outcomes of decisions by tracking progress and reporting results
- Aligning the use of the district's human and financial resources to our goals
- Creating a safe and orderly climate where educators can teach, grow and thrive and where students can connect and learn
- Collaborating to solve common problems and to support common successes
- Focusing on continuous improvement by questioning, examining, revising, refining and revisiting issues related to student achievement.

With gratitude,

Dan Goldman



5825 NE Ray Circle Hillsboro, OR 97124-6436

December 16, 2022

To Becky Tymchuk, Beaverton School Board Member:

It is my pleasure to invite you to join our January 10 board meeting at 4:30 p.m. so we can celebrate your recently proclaimed honor as Oregon School Board Member of the Year.

During our "Recognition and Good News" agenda item, our board would appreciate the time to learn more about what led to this prestigious recognition and what's next in your board leadership realm of responsibilities. We are honored to partner with you and the Beaverton School District to design and actualize equitable, accessible and safe education systems where educators can teach, grow and thrive and where students can connect and learn.

Please join us to celebrate board appreciation month, and more specifically, your outstanding board service to our region. We will meet virtually at 4:30 p.m. on Tuesday, January 10, 2023. <u>Visit our website to register and attend on Zoom</u>. Please also RSVP and direct any questions to <u>communications@nwresd.k12.or.us</u> so we know to expect you.

In partnership,

Dan Goldman





Welcome to this Public Meeting of the NWRESD Board of Directors

December 13, 2022

Executive Session & General Session

Agenda Item Times Are Estimates

EXECUTIVE SESSION

EXECUTIVE SESSION CALL TO ORDER - Chair Tomlin called the Executive Session to order at 5:35 p.m.

Board Attendees: Karen Cunningham, Doug Dougherty, Tony Erickson, Yadira Martinez, Christine Riley, Ernest

Stephens, Ross Tomlin, Diane Wilkinson, Maureen Wolf

Staff Attendees: David Williams, Valerie White, Debbie Simons, Dan Goldman, Sherry Ely

Guest Attendees: Beth Plass, attorney

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

<u>ADJOURN</u> - Chair Tomlin adjourned the Executive Session at 5:52 p.m.

GENERAL SESSION

GENERAL SESSION CALL TO ORDER - Chair Tomlin called general session to order at 6:01 p.m.

<u>Board Attendees:</u> Karen Cunningham, Doug Dougherty, Tony Erickson, Yadira Martinez, Christine Riley, Ernest Stephens, Ross Tomlin, Diane Wilkinson, Maureen Wolf

<u>Staff Attendees:</u> Dan Goldman, Valerie White, Aaron Sackett, Cathy Jensen, David Williams, Jaimie Brady, Sara Franklin, Kevanna Doolittle, Jerome Townsend, Kelsey Cardwell, Kristen Miyasaki, Megan McCarter, Rosa Gilbert, S. Liwaru, Sherry Ely, Melissa Hampton.

PLEDGE OF ALLEGIANCE / LAND ACKNOWLEDGEMENT

Vice Chair Dougherty led the board in the pledge of allegiance and Director Cunningham provided the land acknowledgement.

AGENDA REVIEW/REVISION

None

SUPERINTENDENT REPORT

Superintendent Goldman recognized public educators for their hard work, perseverance and flexibility in continuing to serve the students in our region. He also reviewed a decision made regarding closing two adjoined NWRESD school sites due to a COVID outbreak this week, discussed legislative changes due to the recent election and federal & state funding projections for the next two bienniums. New building search information was also shared with the board.

RECOGNITION AND GOOD NEWS

Kelsey Cardwell, Communications Director and Rosa Gilbert, Director of Student and Family Support Services introduced the Oregon Migrant Parent of the Year Award recipient, Mabel Delgado. Ms Delgado has been an involved participant in the PAC for a decade in various capacities. She has improved migrant parent access to their schools, represented migrant families with the Oregon legislature, and assisted with inviting parents to professional development for summer school staff to address concerns of both parents and instructors. Mabel answered several questions about her involvement, asked by the board through an interpreter.

PUBLIC COMMENT - None

CONSENT AGENDA

Approve November Board Meeting Minutes

Approve November Personnel Reports

Approve Policy: JGAB; GCDA/GDDA-AR

Approve Grow Your Own Grant Amendment 2

Approve NOSS Cedar Ridge Agreement

Approve NOSS Meriwether Agreement

Approve GEER Computer Science Grant - ODE

Approve Data Storage Purchase

Approve LTCT Grant

Approve Regional Inclusive Services Grant

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

REPORTS AND DISCUSSION

Integrated Guidance: Technical Assistance for Districts - Megan McCarter, Interim Chief Academic Officer and Rosa Gilbert, Director of Student and Family Support Services presented the Integrated Guidance program and the assistance it offers districts, focusing on technical assistance of the application process and data support, through the ODE. Rosa Gilbert discussed Native and Indigenous youth and family community engagement, CTE plans for districts, and community partnership toolkits. CAO McCarter introduced the Integrated Guidance Needs Assessment process for districts. Board directors Wilkinson and Wolf acknowledged and applauded the efforts of NWRESD staff to create the process, needed documents, toolkits and a state-wide data dashboard based on ODE's guidance - and have generously shared them with districts outside of our ESD boundaries.

NWRESD Career & College Readiness Programming - Professional Learning Coaches Jaimie Brady & Sarah Franklin and Project Management Specialist, Kevanna Doolittle presented the data they have collected to ensure equitable access to Career & College Readiness for all students, particularly BIPOC and marginalized youth. Chair Tomlin asked about transitioning high school students to CTE and post-secondary paths. Director Wolf requested opportunities for herself and others to assist with Jr Achievement once it is up and running in Hillsboro.

First Read Policies: JHFE, GBNAB, GBLA - CHRO Debbie Simons presented two policies for update with notes included, as well as one policy for removal due to redundancy. The board did not have any questions or comments. Administrative Reports - Superintendent Goldman mentioned Cathy Jensen's Special Student Services report about NWRESD SEL students who attended a workshop presented by Steph Littlebird to learn about Indigenous peoples and their artistic contributions.

ACTION ITEMS

Adopt Resolution #22-003: Approval of 2023-24 Local Service Plan - Interim CFO Sherry Ely, presented the resolution and LSP documentation created by Communications Director Caldwell. Chair Tomlin and Director Cunningham commented on the ease of readability of the LSP document. Chair Tomlin entertained a motion by Director Cunningham to adopt Resolution #22-003 - Approval of 2023-24 Local Service Plan as presented. The motion was seconded by Director Wilkinson and approved unanimously.

Approve October 2022 Financial Report - CFO Ely reviewed the October 2022 Financial Report, discussing the State School Fund and ODEs actions, the status of the NWRESD audit process and the timeline struggles auditors experience due to staffing issues. Chair Tomlin asked about districts our fiscal department assists with their own audits due to inexperienced district staff. Chair Tomlin entertained a motion by Director Wolf to accept the financial report as presented. The motion was seconded by Vice Chair Dougherty and approved unanimously.

Approve Revised 2022-23 Board Meeting Schedule - Superintendent Goldman congratulated Director Wolf on her election to the Tigard City Council and discussed the updated start time of 4:30 p.m. for board meetings for the remainder of the school year. Director Wolf expressed her appreciation to the board for making this change to accommodate her new venture. Chair Tomlin entertained a motion by Vice Chair Dougherty to accept the Revised 2022-23 Board Meeting Schedule as presented. The motion was seconded by Director Riley and approved unanimously.

<u>BOARD MEMBER COMMENTS</u> - Director Wolf and Chair Tomlin expressed their appreciation for Superintendent Goldman, NWRESD staff, regional superintendents and their efforts in bringing the LSP to fruition.

ADJOURN - Chair Tomlin adjourned the meeting at 7:34 p.m.



January 10, 2023

TO: Board of Directors

FR: Debbie Simons - Chief Human Resources Officer

RE: December 2022 Personnel Report

EXPLANATION:

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

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

SUPPLEMENTARY MATERIALS: PersonnelReport

RECOMMENDATION: To approve the personnel report as presented.

PROPOSED MOTION: I move to approve the personnel report as presented.

NW Regional Education Services District PERSONNEL REPORT

December 2, 2022 - January 3, 2023

New Hires

| Name | Position | Department | Building | New Hire/ Transfer | Tentative Start Date |
|-------------------------------|--|-----------------------------|-------------------------------------|---------------------------|-------------------------|
| Kara Welborn | Occupational Therapist | Early Learning | Beaverton Early Childhood Center | New Hire | 01/03/2023 |
| Tessa Sporri | Instructional Assistant | Early Learning | Hillsboro Early Childhood Center | New Hire | 01/04/2023 |
| Jade McIntosh | Admin Assistant – Eval Team | Early Learning | Washington Service Center | New Hire | 01/03/2023 |
| Tammie Carlson | Instructional Assistant | Early Learning | Columbia Service Center | Transfer | 12/12/2022 |
| Diana Potter | Speech Language Pathologist | Early Learning | Beaverton Early Childhood Center | New Hire | 02/01/2023 |
| Cassandra Mendoza-Arguello | Administrative Specialist | Instructional Services | Washington Service Center | New Hire/former sub | 01/09/2023 |
| Ashwathi Menon | Assessment & Data Reporting Specialist | Instructional Services | Washington Service Center | New Hire | 12/12/2022 |
| Natasha Inafuku | REN Data & Measurement Coach | Instructional Services | Washington Service Center | New Hire | 02/20/2023 |
| Valerie Wilbanks | Administrative Specialist | Special Student Services | Washington Service Center | New Hire | 01/09/2023 |
| Estefania Navarro | Instructional Assistant | Early Learning | Hillsboro Early Childhood Center | New Hire | 01/09/2023 |
| Jacob Doxtator | Exempt Senior Systems Enginner | Technology | Washington Service Center | Transfer | 01/03/2023 |

| Huxley Shelton | Grant Writer | Instructional Services | Washington Service Center | Transfer | 01/09/2023 |
|----------------|---|------------------------|------------------------------|----------|------------|
| Sarah Nussear | Early Childhood Education Specialist | Early Learning | Columbia Service Center | New Hire | 01/16/2023 |

Resignations, Retirements & Separations

| Name | Position | Department | Last Day of Employment | Details/Comments |
|---------------|--|-----------------------------|------------------------|------------------|
| Coral Brewer | Instructional Assistant | Early Learning | December 2, 2022 | Separation |
| Andrea Keifer | Integrated Library Systems Specialist | Technology | June 30, 2023 | Retirement |
| Rianna Vargas | ASL Instructional Assistant 1:1 | Special Student Services | December 16, 2022 | Resignation |
| Shannon Henry | Asst. Tech. Specialist | Special Student Services | June 16, 2023 | Retirement |

Currently Advertised Vacancies

Currently Advertised Vacancies is a snapshot in time for jobs that are currently posted as of 1.3.23.

| Open Position | Category | Department | Original Post Date | Comments |
|--|------------|-------------------------------------|-----------------------|-------------------------------|
| Support Specialist – Special Student Services | Classified | Special Student Services | 8/22/2022 | 1.0 FTE - New Position |
| Occupational Therapist - HSD & WSC | Licensed | Special Student Services | 9/6/2022 | 1.0 FTE - Resignation |
| School Psychologist – Early Learning – Tillamook, Clatsop & Columbia Counties – REPOSTED | Licensed | Early Learning | 9/12/2022 | 1.0 FTE - 22/23 SY posting |
| Bilingual Instructional Assistant – TECC | Classified | Early Learning | 9/27/2022 | 0.9375 FTE - Resignation |
| Early Childhood Education Specialist – BECC – 1 open position remaining | Licensed | Early Learning | 9/27/2022 | 1.0 FTE – New Position |
| Instructional Assistant – BECC | Classified | Early Learning | 9/28/2022 | 0.9375 FTE - Resignation |
| Instructional Assistant – TECC | Classified | Early Learning | 9/28/2022 | 0.9375 FTE - Resignation |
| Speech Language Pathologist – REPOST | Licensed | Early Learning | 10/10/2022 | 1.0 FTE – New Position |
| Early Childhood Professional Development Support Spec - REPOST | Classified | Early Learning | 10/10/2022 | 1.0 FTE - previously unfilled |
| Preschool Promise Quality Coach – Tillamook SC – 2 positions available – REPOST | Classified | Early Learning | 10/10/2022 | 1.0 FTE - previously unfilled |
| Bilingual Instructional Assistant – Head Start | Classified | Early Learning | 10/14/2022 | 0.9375 FTE - New Position |
| Outdoor School Registered Nurse | Licensed | Northwest Outdoor Science School | 10/14/2022 | 1.0 FTE – Spring Session |
| Outdoor School Program Facilitator | Classified | Northwest Outdoor Science School | 10/14/2022 | 1.0 FTE – Spring Session |
| Instructional Assistant – BECC | Classified | Early Learning | 10/20/2022 | 0.9375 FTE - Resignation |
| Instructional Assistant – WSC | Classified | Early Learning | 10/20/2022 | 0.9375 FTE - Resignation |
| Outdoor School Program Leader – 5+ positions available | Classified | Northwest Outdoor Science School | 10/21/2022 | 1.0 FTE – Spring Session |

| Outdoor School Field Instructor – 5+ positions available | Classified | Northwest Outdoor Science School | 10/21/2022 | 1.0 FTE – Spring Session |
|---|------------|--------------------------------------|------------|-------------------------------------|
| Instructional Assistant – BECC | Classified | Early Learning | | 0.9375 FTE - Resignation |
| Administrative Specialist – Regional Equipment Center | Classified | Special Student Services | 10/31/2022 | 1.0 FTE - Retirement |
| Instructional Assistant – Clatsop Service Center – REPOST | Classified | Early Learning | 11/01/2022 | 0.9375 - Resignation |
| Executive Director of Early Learning | Admin | Early Learning | 11/01/2022 | 1.0 FTE - Resignation |
| Instructional Assistant – BECC | Classified | Early Learning | 11/18/2022 | 0.9375 FTE – Resignation |
| Speech Language Pathologist Assistant | Classified | Special Student Services | 11/17/2022 | 0.40 FTE - Resignation |
| Instructional Assistant – Columbia Academy | Classified | Social Emotional Learning Schools | 11/21/2022 | 0.85 FTE - Transfer |
| Instructional Assistant – Columbia Service Center | Classified | Early Learning | 11/21/2022 | 0.9375 FTE - Separation |
| BVI Instructional Assistant – WSC - REPOST | Classified | Special Student Services | 11/21/2022 | 1.0 FTE – New Position |
| Teacher Visually Impaired – REPOST – 2 positions available | Licensed | Special Student Services | 11/21/2022 | 1.0 FTE – Transfer & New Position |
| Outdoor School – School & family Engagement Liaison | Classified | Instructional Services | 12/6/2022 | 1.0 FTE – New Position |
| AAC Speech Therapist – WSC | Licensed | Early Learning | 12/2/2022 | 1.0 FTE – New Position |
| School Psych Intern – Scappoose SD – 23/24 SY | Licensed | Special Student Services | 12/7/2022 | 1.0 FTE – New Position for 23/24 SY |
| Autism Disorder Consultant – WSC – REPOST | Licensed | Special Student Services | 12/7/2022 | 1.0 FTE - Resignation |
| Autism Disorder Consultant – WSC – REPOST | Licensed | Special Student Services | 12/7/2022 | 1.0 FTE – New position |
| School Safety & Prevention Services TOSA – WSC | Licensed | Instructional Services | 12/8/2022 | 1.0 FTE – New Position |

| School Psych Intern – Tigard/Tualatin SD – 23/24 SY | Licensed | Special Student Services | 12/9/2022 | 1.0 FTE – New Position for 23/24 SY |
|---|---------------|-----------------------------|------------|--|
| Outdoor School Volunteer Facilitator Assistant | Classified | Instructional Services | 12/14/2022 | Part time - Resignation |
| ASL Instructional Assistant 1: | Classified | Special Student Services | 12/14/2022 | 0.875 FTE - Resignation |
| Outdoor School Equity & Inclusion Advocate | Classified | Instructional Services | 12/15/2022 | 0.77 FTE – New Position |
| Instructional Assistant – BECC - REPOST | Classified | Early Learning | 12/19/2022 | 0.9375 FTE – Resignation |
| Speech Language Pathologist – BECC | Licensed | Early Learning | 12/20/2022 | 1.0 FTE -Resignation |
| Chief Financial Officer | Administrator | Fiscal Services | 12/21/2022 | 1.0 FTE - Resignation |
| Technology Resource Specialist – INTERNAL POSTING | Classified | Technology | 12/21/2022 | 1.0 FTE — previously unfilled position |
| Attendance Services Team Lead- INTERNAL POSTING | Licensed | Instructional Services | 12/22/2022 | 1.0 FTE – New Position |
| Assistant Director of Technology- INTERNAL POSTING | Administrator | Technology | 12/29/2022 | 1.0 FTE – New Position |



January 10, 2023

TO: Board of Directors

FR: Debbie Simons, Chief Human Resources Officer

RE: Adoption of Policies JHFE/GBNAB; Deletion of Policy GBLA

EXPLANATION:

Policy JHFE/GBNAB: Recent revisions to ORS 339 affecting reporting of child abuse and sexual conduct were adopted by the 2021 Legislature. The passing of these bills revised the definition of 'sexual conduct' and 'licensed administrator' as it relates to reporting and helps define the persons who can be designated to receive and respond to these reports. Additionally, a new definition was added for 'commission licensee' to distinguish between ESD employees suspected of sexual conduct that shall be reported to and investigated by TSPC and those that shall be reported to and investigated by ODE. The effective date of these changes were immediate upon the passing of the law. Additionally, because of the requirements of staff involved in child abuse reporting, a second code (GBNAB) has been added to model policy JHFE and its administrative regulations.

Deleting of Policy GBLA: After review of model sample policies GBL and GBLA, it was decided to combine the two policies. The resulting changes proposes the deletion of GBLA in lieu of changes made to model sample policy GBL – Personnel Records, which was adopted by the board on March 8, 2022.

PRESENTER(S): Debbie Simons

SUPPLEMENTARY MATERIALS:

<u>Draft JHFE_GBNAB Suspected Abuse of a Child Reporting Requirements</u> <u>Final JHFE_GBNAB Suspected Abuse of a Child Reporting Requirements</u> <u>DELETE GBLA G1_Disclosure of Information</u>

RECOMMENDATION: To approve the policies as presented.

PROPOSED MOTION: I move to approve the policies as presented and to delete Policy GBLA.

Northwest Regional ESD

Code: JHFE/GBNAB

Adopted:

Reporting of Suspected Abuse of a Child Reporting Requirements**

Any ESD employee who has reasonable cause to believe that **any child** with whom the employee has come in contact has suffered abuse¹ shall orally report or cause an oral report immediately by telephone or otherwise to the local office of the Oregon Department of Human Services (DHS) or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to Oregon Revised Statute (ORS) 419B.010. Any ESD employee who has reasonable cause to believe that **any adult or student person**² with whom the employee is in contact has abused a child shall immediately report or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010. If known, the report shall contain the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by ESD employees, contractors³, agents⁴, volunteers⁵, or students is prohibited and will not be tolerated. All ESD employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulation.

Any ESD employee who has reasonable cause to believe that another ESD employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another ESD employee, contractor, agent, volunteer or student shall immediately report such to the Oregon Department of Human Services (DHS) or its designee or the local law enforcement agency pursuant to ORS 419B.015, and to the a designated licensed administrator.

² "Person" could include adult, student or other child.

¹ Includes the neglect of a child as it is defined in ORS 419B.005.

³ "Contractor" means a person providing services to the ESD under a contract in a manner that requires the person to have direct, unsupervised contact with students.

⁴ "Agent" means a person acting as an agent for the ESD in a manner that requires the person to have direct, unsupervised contact with students.

⁵ "Volunteer" means a person acting as a volunteer for the ESD in a manner that requires the person to have direct, unsupervised contact with students.

The ESD will designate a {6} licensed administrator and an alternate licensed administrator, in the event that the designated licensed administrator is the suspected abuser. for each school building to receive reports of suspected abuse of a child by ESD employees, contractors, agents, volunteers or students.

If the superintendent is the alleged perpetrator the report shall be submitted to the Chief Human Resources Officer who shall refer the report to the Board chair.

The ESD will post the names and contact information of the designees for each school building designated to receive reports of suspected abuse and the procedures in GBNAB/JHFE-AR(1)) - Reporting of Suspected Abuse of a Child the designee will follow upon receipt of a report, the contact information for local law enforcement and the local DHS office or its designee, and a statement that the this duty to report suspected abuse is in addition to the requirements of reporting to the designated licensed administrator.

When a designee receives a report of suspected abuse, the designee will follow procedure established by the ESD and set forth in administrative regulation GBNAB/JHFE-AR(1) - Reporting of Suspected Abuse of a Child. All such reports of suspected abuse will be reported to a law enforcement agency or DHS, or its designee, for investigation, and the agency will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged abuser.

When there is reasonable cause to support the a report, an ESD employee suspected of abuse shall be placed on paid administrative leave pending an investigation and the ESD will take necessary actions to ensure the student's safety. When there is reasonable cause to support the a report, an ESD contractor, agent or volunteer suspected of abuse shall be removed from providing services to the ESD and the ESD will take necessary actions to ensure the student's safety.

The ESD will notify the person, as allowed by state and federal law, who was subjected to the suspected abuse about any actions taken by the ESD as a result of the report.

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

The initiation of a report in good faith, pursuant to this policy, may not adversely affect any terms or conditions of employment or the work environment of the person initiating the report or who may have been subjected to abuse. If a student initiates a report of suspected abuse of a child by an ESD employee, contractor, agent, volunteer or student, in good faith, the student will not be disciplined by the ESD or any ESD employee, contractor, agent or volunteer. Intentionally making a false report of abuse of a child is a Class A violation.

The ESD shall provide information and training each school year to ESD employees on the prevention and identification of abuse, the obligations of ESD employees under ORS 339.388 and ORS 419B.005 -419B.050 and as directed by Board policy to report suspected abuse of a child, and appropriate electronic communications with students. The ESD shall make available each school year the training described

[{]ORS 339.372 requires the ESD to post the names and contact information of the persons, i.e., a licensed administrator and an alternate licensed administrator, who are designated to receive reports of sexual abuse for a school building in the respective school building. A "licensed administrator" is a person employed as an administrator by the ESD and holds an administrative license issued by TSPC or may be a person employed by the ESD that does not hold an administrative license issued by TSPC if the ESD does not require the administrator to be licensed by TSPC.

above to contractors, agents, volunteers, and parents and legal guardians of students attending ESD-operated schools, and will be made available separately from the training provided to ESD employees. The ESD shall provide each school year information on the prevention and identification of abuse, the obligations of ESD employees under Board policy to report abuse, and appropriate electronic communications with students to contractors, agents and volunteers. The ESD shall make available each school year training that is designed to prevent abuse to students attending ESD-operated schools.

The ESD shall provide to an ESD employee at the time of hire, or to a contractor, agent, or volunteer at the time of beginning service for the ESD, the following:

- 1. A description of conduct that may constitute abuse;
- 2. A description of the investigatory process and possible consequences if a report of suspected abuse is substantiated; and
- 3. A description of the prohibitions imposed on ESD employees, contractors, and agents when they attempt to obtain a new job, as provided under ORS 339.378. [An ESD employee, contractor or agent will not assist another ESD employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable or probable cause to believe the ESD employee, contractor or agent engaged in abuse, unless criteria found in ORS 339.378(2)(c) are applicable.]

Nothing in this policy prevents the ESD from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The ESD shall make available to students, ESD employees, contractors, agents, and volunteers a policy of appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the ESD will be appropriate and only when directed by ESD administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use mailing lists and/or other internet messaging approved by the ESD to a group of students rather than individual students or as directed by ESD administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the ESD is [[strongly] [discouraged] [prohibited].

The superintendent shall develop administrative regulations as are necessary to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

ORS 339.370 - 339.400 ORS 418.257 - 418.259 ORS 419B.005 - 419B.050

OAR 581-022-2205

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9th Cir. 2011).

Senate Bill 51 (2021).

Northwest Regional ESD

Code: JHFE/GBNAB Adopted: 01/10/23

Suspected Abuse of a Child Reporting Requirements**

Any ESD employee who has reasonable cause to believe that **any child** with whom the employee has come in contact has suffered abuse¹ shall orally report or cause an oral report immediately by telephone or otherwise to the local office of the Oregon Department of Human Services (DHS) or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to Oregon Revised Statute (ORS) 419B.010. Any ESD employee who has reasonable cause to believe that **any person**² with whom the employee is in contact has abused a child shall immediately report or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010. If known, the report shall contain the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by ESD employees, contractors³, agents⁴, volunteers⁵, or students is prohibited and will not be tolerated. All ESD employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulation.

Any ESD employee who has reasonable cause to believe that another ESD employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another ESD employee, contractor, agent, volunteer or student shall immediately report such to the Oregon Department of Human Services (DHS) or its designee or the local law enforcement agency pursuant to ORS 419B.015, and to a designated licensed administrator.

³ "Contractor" means a person providing services to the ESD under a contract in a manner that requires the person to have direct, unsupervised contact with students.

¹ Includes the neglect of a child as it is defined in ORS 419B.005.

² "Person" could include adult, student or other child.

⁴ "Agent" means a person acting as an agent for the ESD in a manner that requires the person to have direct, unsupervised contact with students.

⁵ "Volunteer" means a person acting as a volunteer for the ESD in a manner that requires the person to have direct, unsupervised contact with students.

The ESD will designate a {6} licensed administrator and an alternate licensed administrator, in the event that the designated licensed administrator is the suspected abuser, for each school building to receive reports of suspected abuse of a child by ESD employees, contractors, agents, volunteers or students.

If the superintendent is the alleged perpetrator the report shall be submitted to the Chief Human Resources Officer who shall refer the report to the Board chair.

The ESD will post the names and contact information of the designees for each school building designated to receive reports of suspected abuse and the procedures in GBNAB/JHFE-AR(1)) - Reporting of Suspected Abuse of a Child the designee will follow upon receipt of a report, the contact information for local law enforcement and the local DHS office or its designee, and a statement that this duty to report suspected abuse is in addition to the requirements of reporting to the designated licensed administrator.

When a designee receives a report of suspected abuse, the designee will follow procedure established by the ESD and set forth in administrative regulation GBNAB/JHFE-AR(1) - Reporting of Suspected Abuse of a Child. All such reports of suspected abuse will be reported to a law enforcement agency or DHS, or its designee, for investigation, and the agency will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged abuser.

When there is reasonable cause to support a report, an ESD employee suspected of abuse shall be placed on paid administrative leave pending an investigation and the ESD will take necessary actions to ensure the student's safety. When there is reasonable cause to support a report, an ESD contractor, agent or volunteer suspected of abuse shall be removed from providing services to the ESD and the ESD will take necessary actions to ensure the student's safety.

The ESD will notify the person, as allowed by state and federal law, who was subjected to the suspected abuse about any actions taken by the ESD as a result of the report.

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

The initiation of a report in good faith, pursuant to this policy, may not adversely affect any terms or conditions of employment or the work environment of the person initiating the report or who may have been subjected to abuse. If a student initiates a report of suspected abuse of a child by an ESD employee, contractor, agent, volunteer or student, in good faith, the student will not be disciplined by the ESD or any ESD employee, contractor, agent or volunteer. Intentionally making a false report of abuse of a child is a Class A violation.

The ESD shall provide information and training each school year to ESD employees on the prevention and identification of abuse, the obligations of ESD employees under ORS 339.388 and ORS 419B.005 - 419B.050 and as directed by Board policy to report suspected abuse of a child, and appropriate electronic communications with students. The ESD shall make available each school year the training described above to contractors, agents, volunteers, and parents and legal guardians of students attending

the ESD does not require the administrator to be licensed by TSPC.

Suspected Abuse of a Child Reporting Requirements – JHFE/GBNAB**

⁶ {ORS 339.372 requires the ESD to post the names and contact information of the persons, i.e., a licensed administrator and an alternate licensed administrator, who are designated to receive reports of sexual abuse for a school building in the respective school building. A "licensed administrator" is a person employed as an administrator by the ESD and holds an administrative license issued by TSPC or may be a person employed by the ESD that does not hold an administrative license issued by TSPC if

ESD-operated schools, and will be made available separately from the training provided to ESD employees. The ESD shall provide each school year information on the prevention and identification of abuse, the obligations of ESD employees under Board policy to report abuse, and appropriate electronic communications with students to contractors, agents and volunteers. The ESD shall make available each school year training that is designed to prevent abuse to students attending ESD-operated schools.

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- 1. A description of conduct that may constitute abuse;
- 2. A description of the investigatory process and possible consequences if a report of suspected abuse is substantiated; and
- 3. A description of the prohibitions imposed on ESD employees, contractors, and agents when they attempt to obtain a new job, as provided under ORS 339.378. An ESD employee, contractor or agent will not assist another ESD employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable or probable cause to believe the ESD employee, contractor or agent engaged in abuse, unless criteria found in ORS 339.378(2)(c) are applicable.

Nothing in this policy prevents the ESD from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The ESD shall make available to students, ESD employees, contractors, agents, and volunteers a policy of appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the ESD will be appropriate and only when directed by ESD administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use mailing lists and/or other internet messaging approved by the ESD to a group of students rather than individual students or as directed by ESD administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the ESD is prohibited.

The superintendent shall develop administrative regulations as are necessary to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

ORS 339.370 - 339.400 ORS 419B.005 - 419B.050 ORS 418.257 - 418.259

OAR 581-022-2205

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9th Cir. 2011).

Senate Bill 51 (2021).

Northwest Regional ESD

Code: GBLA Adopted: 6/20/17

Revised/Readopted: 11/17/20

Orig. Code: GBLA

Disclosure of Information

- 1. Authorized ESD officials may disclose information about a former employee's job performance to a prospective employer. ESD officials are immune from civil liability for such disclosures under the following conditions:
- 2. The disclosure of information regarding the former employee's job performance is upon request of the prospective employer or the former employee. This disclosure is presumed to be in good faith.

 Presumption of good faith is rebutted by showing the information disclosed was:
 - a. Knowingly false;
 - b. Deliberately misleading;
 - c. Rendered with malicious purpose; or
 - d. Violated civil right of the employee protected under Oregon Revised Statute (ORS) 659 or ORS 659A.
- 3. Records created pursuant to ORS 339.388(8)(c) are confidential and are not public records as defined by ORS 192.311. The ESD may use the record as a basis for providing the information required to be disclosed about an employee under ORS 339.378(1);
- 4. The disclosure is the result of a request from a law enforcement agency, the Oregon Department of Human Services, the Teacher Standards and Practices Commission or the Oregon Department of Education in conducting an investigation related to suspected abuse or suspected sexual conduct to the extent allowable by state and federal law, including laws protecting a person from self-incrimination;
- 5. Not later than 20 days after receiving a request under ORS 339.374(1)(b), the ESD, if it has or has had an employment relationship with the applicant shall disclose the information requested.

END OF POLICY

Legal Reference(s):

<u>ORS 30</u>.178 <u>ORS 339</u>.388 <u>ORS Chapter 659A</u>

ORS 339.370 - 339.400 ORS Chapter 659

OR. ATTORNEY GENERAL'S PUBLIC RECORDS AND MEETINGS MANUAL.



December 15, 2022

TO: Board of Directors

FR: Megan McCarter, Chief Academic Officer

RE: Regional Educator Network (REN) Partnership with Astoria SD to Conduct an Equity Audit

EXPLANATION:

The Northwest Regional Educator Network (NREN) has been working with educators and staff at Astoria School District to expand and support their equity-based initiatives. Through data collection, ASD has determined that there is an inconsistency in the use of equity terminology and understanding, and would like to contract with an equity consulting and assessment agency to audit their buildings and systems. This will provide both an expert outside voice regarding the state of equity in the district as well as provide an anchor to guide strategic planning for the future. Funding for this innovation grant request falls under the existing REN Formula grant, under the Equity Learning for Rural Areas change idea, as identifying baseline data and creating a foundational knowledge of the district's needs will further support equity-based system change.

PRESENTER(S): Megan McCarter, Chief Academic Officer

SUPPLEMENTARY MATERIALS: See attached SOW for further details

RECOMMENDATION: Staff recommends the NWRESD Board of Directors approve the expenditure of up to \$250,000.00 as presented.

PROPOSED MOTION: "I move to approve the expenditure of up to \$250,000.00 as presented.

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

Between Astoria School District ("Contractor") and Northwest Regional Education Service District ("NWRESD")

Date: December 15, 2022

Contractor Representative: Craig Hoppes

Contractor Remit Address: 785 Alameda Avenue, Astoria, OR 97103-2798

Phone Number: 503-325-6441 Email Address: choppes@astoria.k12.or.us

SOW Title: ASD Equity Audit Change Idea

Contractor shall perform the following work: The Northwest Regional Educator Network (REN) is partnering with Astoria School District to support the REN aim of improving the recruitment and retention of educators in our region. ASD is receiving funding to implement a change idea under the umbrella of Equity Learning for Rural Areas, as indicated in the REN Plan for 2020-2023. ASD will receive funding to support contracting with an established agency to conduct a district-wide equity audit, that may include (but is not restricted) to the following):

- Curriculum Policy/Material/Resources/SEL Programming Cultural Responsiveness
- Workforce diversity/policy/recruitment/hiring retention existing practices, demographics, proportional representation - HR Review Document
- Culturally Responsive PD
- Interventions behavior/school support/RTI/MTSS/family/community engagement
- Data descriptive & statistical analysis enrollment, tests, gaps, etc.
- Focus Groups any stakeholders to gain perspective educators by level, SPED, ELD, classified, BIPOC students, student demographics, administrator, central office
- Final Report

Astoria SD may also use the funds for the following:

- Improvement Team stipends (leads and members)
- Incidental and unforeseen expenses as incurred by ASD and the Improvement Team in the execution of this Improvement Cycle, to be determined as necessary by mutual agreement between ASD and the REN staff. All costs and work must align with the existing change idea proposal.

ASD and/or the ASD Improvement Team will:

- Distribute the stipend as directed by the REN team
 - HSD can invoice NWRESD for up to 40% of the total stipend for payroll costs.
- Provide data captures and survey responses as gathered and requested by the REN team
- Meet, at minimum, quarterly with REN coaches
- Sign the Letter of Commitment

Performance Location: Astoria School District and remote locations as needed

Other Agreements: Not Applicable

Service Pricing: Maximum total payment under this contract: \$250,000.00.

Renewal Terms: This contract may be renewed on the following basis: Not Applicable

Payment Terms: ASD will invoice NWRESD as funds are requested and/or spent by the Improvement Team per the proposed budget. Stipends will be submitted to ASD from NWRESD by 6/1/2023. Any remaining invoices for services rendered or payroll costs must be submitted to NWRESD by 6/9/2023.

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.

<u>COVID-19 Vaccine Attestation</u>: 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.

| Northwest Regional Education Service District | Astoria School District | Northwest Regional Education Service District |
|--|---------------------------------|---|
| Name: Jerome Townsend | Name: Craig Hoppes | Name: Dan Goldman |
| Title: Director of Instruction | Title: Superintendent | Title: Superintendent |
| Date: | Date: | Date: |
| By: | Ву: | Ву: |
| Program Administrator Signature | Authorized Contractor Signature | Superintendent Signature |

Departmental Budget Information Use

| Account Code: | 239.2211.0310.300.000.000 | \$ 250,000.00 | Item/Service: | ASD Equity Audit |
|---------------|---------------------------|---------------|---------------|------------------|
| Account Code: | | \$ | Item/Service: | |
| Comments: | | | | |

Revised: 08/17/2022



December 15, 2022

TO: Board of Directors

FR: Megan McCarter, Chief Academic Officer

RE: Regional Educator Network (REN) Partnership with Forest Grove to Provide Funding to Support Dual Language TOSA

EXPLANATION:

In order to increase the recruitment and retention of educators of color in our region, Forest Grove School District is requesting Regional Educator Network funds to support their existing Dual Language TOSA. This position offers district-wide professional development on topics including Equity, English Language Development, and Spanish Literacy that supports classified and licensed staff as well as administrators. Funding for this innovation grant request falls under the existing REN Formula grant, under the Equity Coaches for Administrators change idea, as these continual equity-based learning opportunities work to shift mindsets and operationalize equity while implementing dual language practices.

PRESENTER(S): Megan McCarter, Chief Academic Officer

SUPPLEMENTARY MATERIALS: See attached job description and priorities list for the

2022-2023 year

RECOMMENDATION: Staff recommends the NWRESD Board of Directors approve the expenditure of up to \$170,000.00 as presented.

PROPOSED MOTION: "I move to approve the expenditure of up to \$170,000.00 as presented."

FOREST GROVE SCHOOL DISTRICT LICENSED JOB DESCRIPTION

Job Title TEACHER ON SPECIAL ASSIGNMENT - DLP/Spanish Literacy Facilitator

POSITION SUMMARY

The Teacher on Special Assignment (TOSA) - Dual Language Program/Spanish Literacy Facilitator's role is to provide differentiated support and professional development in the area of instructional practices that will positively impact student achievement. The role of the Facilitator is to build teacher capacity in the following areas: effective instructional practices, fluent bilingual and biliterate Spanish literacy skills, implementation of Dual Language Program structure and strategies, knowledge of English and Spanish Language Arts Common Core Standards, knowledge of common formative and summative assessments, and expertise in analyzing data driven instruction and decision making. The DLP/Spanish Literacy Facilitator provides support for teachers and school leaders in the areas of literacy curriculum and instruction and implementation of the new language arts adoption. The DLP/Spanish Literacy Facilitator will need to be reflective, have strong effective communication skills, explore ideas, think deeply and critically, practice new ideas, provide feedback, assist with implementation challenges, and transform learning. The DLP/Spanish Literacy Facilitator works collaboratively with members of the instructional staff and building and district administrators. The DLP/Spanish Literacy Facilitator reports to the Assistant Superintendent or designee and does not supervise any employees.

ESSENTIAL RESPONSIBILITIES

- **Teaches**, co- teaches and models/demonstrates Spanish literacy lessons using the district's curriculum framework
- Coaches teachers to apply most effective teaching tools, skills and attitudes to increase student engagement, to support a standards-based learning environment and to increase student academic achievement across the content areas
- **Develops** and delivers professional development to staff to showcase research-based strategies for teaching Spanish literacy concepts, as well as best practices for dual language programs and strategies to promote cross-linguistic transfer between Spanish and English
- Assists teachers in utilizing a variety of on-going, instructionally based assessment approaches to inform and differentiate instruction
- **Supports** building administrators in the use of data to identify strengths and deficits and recommend instructional strategies that will improve student achievement
- Assists classified personnel to support teachers and students when using Spanish literacy materials and strategies
- Helps maintain instructional cohesiveness in school environments and across the district
- **Provides** constructive feedback to teachers regarding their approach to instruction
- **Engages** in professional teaching and learning that empowers and respects the voices of all colleagues
- Available for consult with parents, students, administrators, and peers outside the school day, as needed
- **Performs** duties as needed to provide quality Spanish and English literacy instruction to students and to meet all state and federal requirements
- **Supports** the successful transfer of content knowledge and skills from Spanish literacy to English literacy and from English literacy to Spanish literacy.

2022-23 Priorities for the Position

(as determined by L. Mannen in consultation with J. O'Neill)

Priority #1: Literacy Implementation Support

- PK: working with K-2 Literacy Coach to provide support to 6 Pre-K teachers with Frog Street
 - o 6 teachers at 4 schools
- K-2: working with K-2 Literacy Coach to support Caminos implementation and to support DLP teachers with scope and sequence of CKLA/Caminos
 - Kinder: 6 teachers at 3 schools
 - o 1st: 8 teachers at 4 schools
 - o 2nd: 6 teachers at 4 schools
- 3-5: working with 3-6 Literacy Coach to support Caminos implementation and to support DLP teachers with scope and sequence of CKLA/Caminos
 - o 3rd: 5 teachers at 2 schools
 - o 4th: 5 teachers at 2 schools
 - o 5th: 4 teachers at 2 schools
- 6th: work with the Literacy Team to determine the what, when, and how of the Spanish literacy pilot. Support 6th grade teachers with pilot implementation
 - o 6th grade: 4 teachers at 2 schools

Priority #2: Support for Biliteracy Pilot

- Support teachers in implementation
- Biliteracy Action Research Team at Echo Shaw
 - Monthly meetings from 3:30-5:00
 - o 14 teachers participating (PK-2nd grades)
- Meetings with pilot teacher teams at Cornelius
- Report Card for PK-1 Biliteracy

Priority #3: Program Development

- 1. Joseph Gale
- 2. Fern Hill
- 3. Tom McCall
- 4. Overall
 - Regrounding in Gómez and Gómez
 - SLD & ELD delivery models and scheduling
 - Biliteracy
 - What can we learn from other DLP programs?

Priority #4: Gómez and Gómez

- 1. Training for new Dual Language teachers
 - o Develop a half day PD that would orient new staff to the basics
 - Fall 2022
 - October 14, State Inservice Day
- 2. System-wide Reboot
 - Determine which strategies and components to focus on immediately
 - Environmental components
 - Word Walls
 - Student Generated Alphabets
 - Classroom Labels
 - Language of the Day and Language of Instruction
 - Bilingual Pairs and Bilingual Quads
 - Journals, writing in all content areas
 - o Refreshers for all staff provided during CIT or PD day
 - Classroom walk throughs by principals and DLP TOSA

- Identify model classrooms
- o Schoolwide or House-wide implementation
- 3. Alignment of Gómez and Gómez with Amplify
 - Word Walls and Student Generated Alphabets

Professional Development Needs

- 1. For DLP Teachers:
 - Gomez & Gomez refresher and onboarding
- 2. For Spanish Literacy Teachers
 - Ongoing training around Caminos
 - Book study of Kathy Escamilla's Biliteracy from the Start: Literacy Squared in Action at Fern Hill
- 3. For ELD Teachers
 - WELLS3 transition program training for Joseph Gale & Fern Hill
 - Training on Amplify's Language Studio and continued work on aligning with Forms and Functions outlined in our Independent Adoption
- 4. For Administrators
 - Gomez & Gomez look fors
 - Sheltered Instruction look fors
- 5. For DLP/Spanish Literacy TOSA
- 6. Theoretical Foundations of Literacy Squared
- 7. Moving to Biliteracy: Dual Language Program Development

REPORTS & DISCUSSION



January 4, 2023

TO: Board of Directors

FR: Stuart Long, Chief Information Officer

RE: Technology & Broadband Update

EXPLANATION:

Technology Department update covering CTA Service Overview, broadband expansion efforts at the local, state, & national level, and a quick update on cybersecurity efforts for the January 2023 Board of Directors Meeting.

PRESENTER(S): Stuart Long

SUPPLEMENTARY MATERIALS: N/A

RECOMMENDATION: N/A

PROPOSED MOTION: N/A



Technology Update

Cascade Technology Alliance, Broadband, & Cybersecurity

Cascade Technology Alliance (CTA)

Purpose of CTA is to improve operational reach and efficiency through regional scale by combining the technology departments of members to work together as a single unit.

Staffing: 61 FTE

Budget: ~\$13.5m

Component Districts Served: 28

Total ADMw: 221,000

Total Districts/ESDs Served: 137



CTA Services

Major CTA Service Areas:

- Internet delivery
- Synergy Student Information System
- School ERP Pro (formerly iVisions) Finance & HR System
- Follet Destiny Library Management System
- Network, Systems, Security Engineers
- District Contracted Support



Expansion of Broadband in 2023

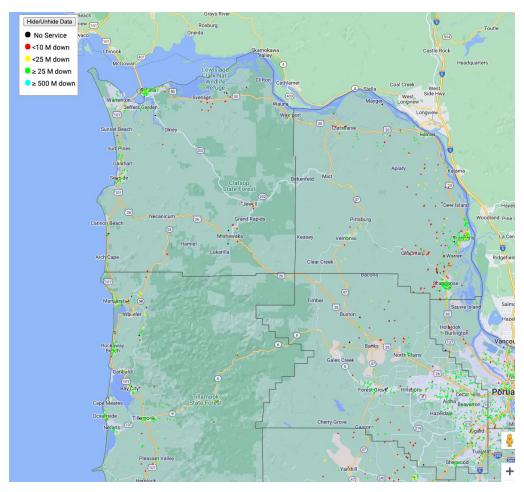
Direction has shifted to match district needs

Leveraging federal infrastructure dollars

Mapping project:

Faster Internet Oregon

https://www.fasterinternetoregon.org/



NWRESD's region via FasterInternetOregon

Expansion of Broadband in 2023

Regional Level

Soliciting bids on secondary internet link to coast

Working with districts on consortia

State Level

Planning grant - \$5m for broadband planning

Bill to bring state law in alignment with federal requirements

Convened statewide K12 meeting

Expansion of Broadband in 2023

National Level

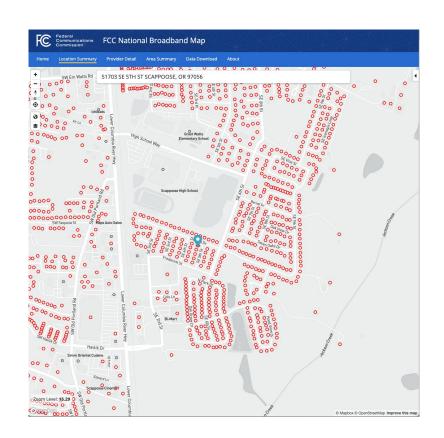
FCC mapping accuracies - https://broadbandmap.fcc.gov

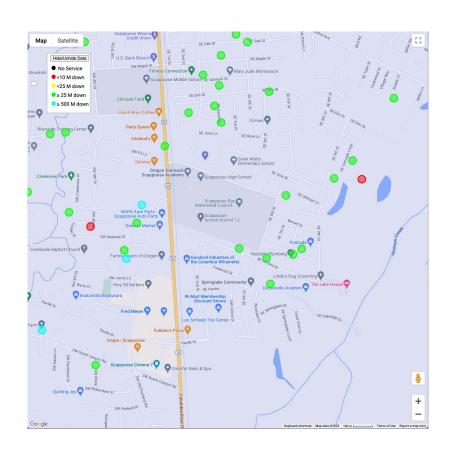
Lack of anchors (schools, libraries, fire stations, etc)

Advertised not actual speeds

eRate

Court challenge to invalidate eRate





FCC Map

FasterInternetOregon Map

Cybersecurity Update

NWRESD Efforts:

Acquired dedicated cyber liability coverage - \$1m ransomware

Multifactor authentication implemented for all staff

Next generation antivirus active

Building a log analysis system to monitor threats

Cybersecurity Update

3 person team - completed all hires

First analysis on district

Convened PACE with district tech leaders

Tabletop ransomware exercise with superintendents

| Vulnerability | Severity | Device(s) reporting issue during scan |
|---|-----------|---------------------------------------|
| BlueKeep, EternalBlue vulnerabilities | Critical | |
| Windows Server versions older than 2016 | Critical | |
| Microsoft SQL server, unsupported version | Critical | |
| SSL version 3, TLS version less than 1.2 allowed | Critical | |
| Numerous Apache web servers, not current versions | Important | |
| Deprecated cipher suites allowed (e.g. 3DES, RC4) | Important | |
| CentOS detected | Important | |

Rolling out regional purchase of next generation antivirus - FY23-24

State K-20+ cybersecurity working group

Thank you and questions?...



January 10, 2023

TO: Board of Directors

FR: Debbie Simons, Chief Human Resources Officer

RE: First Reading of Policies JFCJ & GBJ

EXPLANATION:

Policy JFCJ - Weapons: OSBA made policy suggestions in order to better align the language across several statutes. In reviewing the policy with the Board Equity Policy Action Committee, the committee recommended the following:

- The committee discussed equity issues within this policy, including: racial disparities, potential biases, adjustable expulsion terms, etc.
- The committee discussed the meaning of "promptly" within the policy and whether that word needed further clarification. The committee decided to keep the language as-is.
- The committee discussed the new clarifying language within the prohibited weapons category, and agreed that clarifying language/re-listing of what qualifies as a weapon was not needed in the paragraph following afterwards which discusses replicas.
- The committee mutually liked the "prior supervisor" language addition and agreed to keep it.
- In reference to the section proposing the adoption of either "will" or "may" regarding gun free school zone signs, the committee agreed to recommend "may."

<u>Policy GBJ - Weapons in Schools - Staff:</u> The Board Equity Policy Action Committee; as well as Superintendent Goldman, are recommending the staff policy be updated with the same definitions and language as the student policy to ensure consistency across the ESD.

PRESENTER(S): Debbie Simons

SUPPLEMENTARY MATERIALS: Draft JFCJ Weapons; Draft GBJ - Weapons in Schools - Staff

RECOMMENDATION: N/A
PROPOSED MOTION: N/A

Northwest Regional ESD

Code: **JFCJ**

Adopted:

Weapons**

Students shall not bring, possess, conceal or use a weapon on or at ESD property, activities under the jurisdiction of the ESD or interscholastic activities administered by a voluntary organization.

For purposes of this policy, and as defined by state and federal law, weapon includes:

- 1. A "dangerous weapon" means any weapon, device, instrument, material or substance, which under the circumstances in which it is used, attempted to be used or threatened to be used is readily capable of causing death or serious physical injury;
- 2. A "deadly weapon" means any instrument, article or substance specifically designed for and presently capable of causing death or serious physical injury;
- 3. A "firearm" means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, frame or receiver of any such weapon, any firearm silencer or any destructive device;
- 4. A "destructive device" means any explosive, incendiary or poison gas component or any combination of parts either designed or intended for use in converting any device into any destructive device or from which a destructive device may be readily assembled. A destructive device does not include any device which is designed primarily or redesigned primarily for use as a signaling, pyrotechnic, line-throwing, safety or similar device.

[Weapons may also include, but are not limited to, knives, metal knuckles, straight razors, noxious, irritating or poisonous gasses, poisons, unlawful drugs or other items fashioned with the intent to use, sell, harm, threaten or harass students, staff members, parents and patrons.]

[Replicas of weapons[, fireworks] [and pocket knives] are also prohibited by Board policy. Exceptions to the ESD's replicas prohibition may be granted only with prior [program supervisor] approval for certain curriculum or ESD-related activities. Violations will result in appropriate discipline.]

Prohibited weapons[, replicas of weapons[, fireworks] [and pocket knives]] are subject to seizure or forfeiture.

In accordance with Oregon law, any employee who has reasonable cause to believe a student or other person has, within the previous 120 days, unlawfully been in possession of a firearm or destructive device as defined by this policy, shall immediately report such violation to an administrator, his/her designee or law enforcement. Employees who report directly to law enforcement shall also immediately inform an administrator.

Administrators shall promptly notify the appropriate law enforcement agency of staff reports received and at any other time there is reasonable cause to believe violations have occurred or that a student has been

expelled for bringing, possessing, concealing or using a dangerous or deadly weapon, firearm or destructive device. Parents will be notified of all conduct by their student that violates this policy.

Employees shall promptly report all other conduct prohibited by this policy to an administrator.

Students found to have brought, possessed, concealed or used a firearm on property under jurisdiction of the ESD or at an activity under the jurisdiction of the ESD in violation of this policy or state law will be referred to the student's component district and expelled for a period of not less than one year. The component district superintendent may, on a case-by-case basis, modify this expulsion requirement. The component district superintendent may propose alternative programs of instruction or instruction combined with counseling that are age appropriate, and shall provide such information in writing to the student and the parent in accordance with law. The component district may also request suspension of a student's driving privileges or the right to apply for driving privileges with the Oregon Department of Transportation.

Appropriate disciplinary and/or legal action will be taken against students or others who assist in activity prohibited by this policy.

Special education students shall be disciplined in accordance with federal law and Board policy JGDA – Discipline of Students with Disabilities and accompanying administrative regulation.

Weapons under the control of law enforcement personnel [or a person who has a valid license under ORS 166.291 and 166.292] are permitted. The superintendent may authorize other persons to possess weapons for courses, programs and activities approved by the ESD and conducted on ESD property [including, but not limited to, hunter safety courses, weapons-related vocational courses or weapons-related sports].

In accordance with the federal Gun-Free School Zone Act, possession or discharge of a firearm in a school zone is prohibited. A "school zone," as defined by federal law means in or on school grounds or within 1,000 feet of school grounds.

"Gun-Free School Zone" signs [will] [may] be posted in cooperation with city and/or county officials as appropriate. Violations, unless otherwise excepted by law or this policy, shall be reported to the appropriate law enforcement agency.

END OF POLICY

| Legal Reference(s): | | |
|-----------------------|-----------------------------|------------------------|
| ORS 161.605 | ORS 339.315 | OAR 581-053-0230(9)(k) |
| ORS 166.210 – 166.370 | ORS 339.327 | OAR 581-053-0330(1)(r) |
| <u>ORS 166</u> .382 | <u>ORS 809</u> .135 | OAR 581-053-0430(17) |
| ORS 334.125(7) | <u>ORS 809</u> .260 | OAR 581-053-0531(16) |
| ORS 339.115 | | OAR 581-053-0630¶ |
| ORS 339.240 | OAR 581-021-0050 - 021-0075 | |
| ORS 339.250 | OAR 581-053-0010 | |

Gun-Free School Zones Act of 1990, 18 U.S.C. §§ 921(a)(25)-(26), 922(q) (2012). Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2012). Youth Handgun Safety Act, 18 U.S.C. §§ 922(x), 924(a)(6) (2012). Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101, 7111-7121 (2012).

Northwest Regional ESD

Code: GBJ

Adopted: 06/20/17

Weapons in Schools - Staff

Employees, ESD contractors and/or their employees and ESD volunteers shall not possess a dangerous or deadly weapon or firearm on ESD property or at school-sponsored events. This prohibition includes those who may otherwise be permitted by law to carry such weapons.

For purposes of this policy, and as defined by state and federal law, weapon includes:

- 1. A "dDangerous weapon" means any weapon, device, instrument, material or substance, which under the circumstances in which it is used, attempted to be used or threatened to be used is readily capable of causing death or serious physical injury;
- 2. A "dDeadly weapon" means—any instrument, article or substance specifically designed for and presently capable of causing death or serious physical injury;
- A "Ffirearm" means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, frame or receiver of any such weapon, any firearm silencer or any other destructive device. 4. A "destructive device" means any explosive, incendiary or poison gas component or any combination of parts either designed or intended for use in converting any device into any destructive device or from which a destructive device may be readily assembled. A destructive device does not include any device which is designed primarily or redesigned primarily for use as a signaling, pyrotechnic, line-throwing, safety or similar device.

[Weapons may also include, but are not limited to, knives, metal knuckles, straight razors, noxious, irritating or poisonous gasses, poisons, unlawful drugs or other items fashioned with the intent to use, sell, harm, threaten or harass students, staff members, parents and patrons.]

Weapons under the control of law enforcement personnel [or a person who has a valid license under ORS 166.291 and 166.292] are permitted. The superintendent may authorize other persons to possess weapons for courses, programs and activities approved by the ESD and conducted on ESD property [including, but not limited to, hunter safety courses, weapons-related vocational courses or weapons-related sports].

Weapons under the control of law enforcement personnel are permitted. ¶

The superintendent will ensure notice of this policy is provided.

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In accordance with Oregon law, any employee who has reasonable cause to believe a student or other person has, within the previous 120 days, unlawfully been in possession of a firearm or destructive device as defined by this policy, shall immediately report such violation to an administrator, his/her designee or law enforcement. Employees who report directly to law enforcement shall also immediately inform an administrator.

Employees in violation of this policy will be subject to discipline, up to and including, dismissal. Individuals contracting with the ESD and volunteers will be subject to appropriate sanctions. A referral to law enforcement may be made.

END OF POLICY

Legal Reference(s):

| ega | Reference | | ١. |
|--------|--------------|-----|----|
| Licgar | IXCICI CIICC | 100 | ,. |

| ORS 161.015 | ORS 339.250 | OAR 581-053-0010 |
|-------------------------------|-----------------------------|------------------------|
| ORS 161.605 | ORS 339.315 | OAR 581-053-0230(9)(k) |
| <u>ORS 166</u> .210 – 166.370 | ORS 339.327 | OAR 581-053-0330(1)(r) |
| ORS 166.382 | <u>ORS 809</u> .135 | OAR 581-053-0430(17) |
| ORS 334.125(7) | ORS 809.260 | OAR 581-053-0531(16) |
| ORS 339.115 | | OAR 581-053-0630 |
| ORS 339.240 | OAR 581-021-0050 - 021-0075 | |

Gun-Free School Zones Act of 1990, 18 U.S.C. §§ 921(a)(25)-(26), 922(q) (2012). Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2012). Youth Handgun Safety Act, 18 U.S.C. §§ 922(x), 924(a)(6) (2012). Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101, 7111-7121 (2012).

ORS 161.015 ¶
ORS 166.210 to -166.370 ¶
ORS 334.125

Gun-Free School Zones Act of 1990, 18 U.S.C. §§ 921(a)(25)-(26), 922(q) (2016). ¶ Doe v. Medford Sch. Dist. 549C, 232 Or. App. 38, 221 P3d 787 (2009).



Prepared by Peggy Freund, Interim Executive Director of Early Learning
January 2023

EI/ECSE

Columbia County

In Columbia County, we have been piloting a LEAP classroom with one of the private community preschool providers in Scappoose. This remarkable team has spent the year learning how to run a fully inclusive, co-taught classroom with a mix of children with and without disabilities in a privately owned preschool. At a recent observation, I observed non-disabled peers modeling learned social strategies. In one situation, a non-disabled child, Anna, wanted to play with Elena, one of the children with autism, but failed to get her attention and Elena wandered off. The teacher noticed the exchange and offered Anna a visual reminder of how to ask a friend to play. Anna referenced the visual, then followed the procedure when Elena returned to the area. She reached out and got Elena's attention by touching her, then said, "Elena, will you play with me?" Elena said, "Yes," and they sat down to play together. It was really amazing to see this interaction between the children, because it was a great example of a truly inclusive play experience for both children by using learned strategies with minimal adult involvement.

Hillsboro Early Childhood Center (HECC)

Jason Talbot, ECSE Teacher, together with the Instructional Assistants Tracie Plummer, Cindy Maller, and Marcela Saavedra teach the Friends & Me classroom at HECC. Tracie shares a success story:

"The Friends and Me classroom has seen many milestones in our short time together. Here's a recent memory from last week that brought all of us to tears. We had two brothers join our class. These brothers are currently in the loving care of their grandmother. Due to many challenges they had not had the opportunity to attend a preschool. The grandmother was quite concerned but really wanted her grandsons to attend school and be around other children. There are some medical concerns and the grandmother was also concerned as one child was not fully potty trained. Here's the beautiful part. The brothers had an amazing time during class and when we walked them out at the end of class to their grandmother, one brother said "I love school"!! He then reached over and gave each of us a hug. The other brother said, "Can we come back?" We let her know that they both had an amazing day and had also gone to the bathroom. Then

she started to cry. Apparently, one of the brothers had not gone to the bathroom before; she was so happy and appreciative. That is just one of the many reasons why we come to school each and every day, to foster success for all children and bring joy to them and their families."



Tracie Plummer and Cindy Maller with children in the Friends & Me class

Jason Talbot offers a holiday craft during the Friends & Me class

Tillamook County

Tillamook School of Dance included our EI/ECSE program in their holiday toy drive. They recently delivered a wonderful selection of toys for staff to share with the children we serve.





January 2023

Administrative Report

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

Regional Racial Equity Learning and Partnerships - Develop authentic, reciprocal, and inclusive partnerships with our diverse students, families, and community partners

Messaging

Our team supported communication and resources for equity inclusion during the holidays. In November we shared how reenactments of the mythologized Thanksgiving story with construction-paper headdresses and children with war-painted cheeks are not an appropriate or accurate commemoration of this history. We share how to learn about different thanksgiving traditions among Native people and if they teach about the "First Thanksgiving," using our curated resources and more to present the history more accurately and with Native perspectives.

Resources and education was also provided for rethinking winter holidays. While holidays are generally thought of as cultural practices, we also know that non-dominant cultures and religions are often racialized and seen as "other" in the United States, especially during this time.

In an effort to be affirming, reflective, and critical about how we approach and celebrate holidays as school communities, we offer a list of resources for educators and families that aims to provide inclusive understanding of religious holidays celebrations and strategies for supporting all students.

Professional Development Support - Cultivate anti-racism, multiculturalism, and diverse racial perspectives in program design, continuous improvement, and decision-making

Equity Learning Teams

Our 19 Equity Learning Teams (ELTs) are comprised of staff members committed to ongoing learning and dedicated to examining the systems in which they work to identify equity challenges. So far this year ELTs have participated in 3 full day workshops to identify equity challenges within their contexts, partake in cross-department collaboration, and plan next steps to partner with their communities to move our organization forward in equity.

This school year we expanded from our 13 student-facing department leaders to add 6 new Equity Learning Teams including staff from our Operations departments bringing us to roughly 130 participants.

Submitted by:

Sharif Liwaru, Director, <u>Equity and Family Partnerships</u> on behalf of the team.



TECHNOLOGY BOARD REPORT Prepared by Stuart Long

New sign-in system to speed coming and going at Washington Service Center

Technology has deployed a new electronic sign-in tool at the front desk and north entrance of the Washington Service Center. This system allows for both rapid staff sign-in using badge swipe for staff and a contactless mobile app based sign-in for guests. This new sign-in tool will help speed up the sign-in process and allow us to better track who is in the building in the event of an emergency. The system has additional features that the agency can utilize in the future if needed including pre-registration of guests for large events, printing visitor badges, health/safety questionnaires, and evacuation reporting.



We are currently starting a two week transition with both the new iPad based system and the old paper sign-in process so that everyone has a chance to get acclimated and work out any problems. We expect that by the end of January we will move to electronic sign-in only. We also anticipate adding this same system at other locations after a successful rollout at WSC so that all our facilities know who is on-site at any moment in the event of an emergency.



BOARD REPORT | INSTRUCTIONAL SERVICES

Latino/a/x Grant

As part of a collaboration between the Migrant Education Program (MEP), Diverse Educator Pathways program (DEP), English Language Learners program (ELL), Northwest STEM Hub, and Early Learning Hub, NWRESD was recently awarded \$250,000 dollars to expand the Escuelita Móvil (Little Mobile School Program). Escuelita Móvil provides a free, high-quality, culturally and linguistically-sustaining school readiness experience for Latinx children preparing to enter kindergarten.

The MEP and EL Hub previously partnered to pilot the Escuelita Móvil program in Clatsop County. This program expands upon this prior collaboration by integrating the DEP program to extend the scope and reach of the program.

This collaborative project will be co-led by representatives from the MEP, DEP, and Early Learning programs. All three program leads identify as Latina, are bilingual, and have strong ties to the Latinx community in our region. They bring their personal lived experience as well as their deep community knowledge and experience to this project. Over their years working at the ESD, these leaders have built strong relationships with families and culturally-specific organizations across our region. These relationships will be key to recruiting and engaging with Latinx families for this program.

NREN Hosts Design Sprint Series

In partnership with Community Design Partners, the Northwest Regional Educator Network (NREN) hosted a design sprint series with educators from seven different districts across the region. It was a three-day professional development opportunity that explored the continuous improvement inquiry model and principles of human centered design. Educators were able to learn and apply tools such as empathy interviews and root cause analysis.





We are excited to highlight the work of City View Charter School following the Design Day Sprint Series. City View conducted an empathy interview analysis through a protocol learned at our design day. The NREN team was able to observe this protocol and witnessed the City View leadership team engage, be informed, and create next steps related to the retention of educators.

Additionally, 5 districts (Hillsboro, TTSD, Scappoose, Astoria and Forest Grove) have submitted or drafted NREN applications to help fund change ideas created through the NREN design process. An additional 5 teams are in the planning phase. The NREN continues to build leadership capacity among educators and leaders in our region to improve conditions for the recruitment and retention of BIPOC educators.

Special Student Services: Board Report January 2023

Cathy Jensen, Executive Director K-12 Special Education ciensen@nwresd.k12.or.us

Elevating Parent Voice:

NWRESD's itinerant educators will convene in January to continue a year-long professional learning series related to equity and culturally sustaining interview practices. Regardless of their role, all NWRESD educators have opportunities to ensure that parent voices are centered in all Special Education processes. Empathy Interviews, Developmental History Surveys, and Case Histories can all be used to deepen relationships and highlight family cultural values.

One practical element of this work includes increasing access to interpretation and translation services. Although these services are the responsibility of school districts, our itinerant educators do not always have easy access to language interpretation. NWRESD's communications department is partnering to support expanded access to Spanish Language Interpreting, and NWRESD Interpreters Carlos Tenoria Highs and Carolina Romero Ramirez will be attending our January professional learning session to offer training around the use of professional interpreters. Many NWRESD educators work with families from birth through age 21, and effective communication is essential to these relationships.

NWRESD Educator and Student Highlights:

Students attending NWRESD's Deaf and Hard-of-Hearing Program at Groner Elementary were recently featured as sign-language presenters in Hillsboro School District's <u>Social Emotional Learning: Social Awareness Video</u>.

Registered Nurse Len Hamilton was recently featured in the Vernonia Voice. Len is new to NWRESD this year and has quickly established himself as an essential member of Vernonia School District's educational community. In the article, Len talks about his appreciation for small town communities such as Vernonia. He also discusses work he has done to ensure students receive adequate hearing and vision screening and support for immunizations - key components of educational equity and part of a larger body of work by NWRESD Nursing Team to ensure that all students are able to attend and access their educational programs.

Sonia Hinojosa, Special Student Services Administrative Assistant, recently passed the Avant Language Assessment for Spanish, an annual certification test that assess language skills in the areas of formal speaking, listening, writing, and reading.

Although she was confident in her conversational Spanish skills, Sonia wasn't sure how she would score in the other areas since she didn't begin learning to speak Spanish until her 20s. Speaking the language came easily to her due to exposure from extended family, community involvement, and in church.

Marivel Santos, Deaf and Hard-of-Hearing (D/HH) Administrative Specialist, also passed the bilingual test for Spanish assessment. Marivel can now be recognized as bilingual.

Completing the language assessment qualifies both educators to receive a dual language stipend, in recognition of the value that their language skills bring to their daily work with families, staff, and students.

action agenda



January 10, 2023

TO: Board of Directors FR: Sharif Z. Liwaru

RE: Resolution 23-001: Black History Month

EXPLANATION:

At this January meeting, in anticipation of Black History Month 2023, board members will have the opportunity to approve Resolution 23-001 and declare February 2023 as "Black History Month" for Northwest Regional Education Service District.

PRESENTER(S): Sharif Liwaru, Director of Equity and Family Partnership

SUPPLEMENTARY

MATERIALS: Resolution 23-001

RECOMMENDATION: To approve the Resolution as presented.

PROPOSED MOTION: I move to approve Resolution 23-001 as presented.



RESOLUTION NO. 23-001

THIS RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT IN CLATSOP, COLUMBIA, TILLAMOOK, AND WASHINGTON COUNTIES, OREGON RECOGNIZES FEBRUARY 1ST TO MARCH 1ST 2023 AS "BLACK HISTORY MONTH" CELEBRATING THE HERITAGES, CULTURES, AND HISTORY OF BLACK AND AFRICAN AMERICANS AND THE CONTRIBUTIONS OF BLACK AND AFRICAN AMERICANS TO THE UNITED STATES.

Black History Month was founded on work done by Carter G. Woodson in 1926 to bring attention to the need for acknowledging and accurately representing Black and African American history. Black United Students and Black educators at Kent State University used the foundation laid by Woodson to found Black History Month in 1970; and beginning in 1976, every president has declared the month of February as "Black History Month."

From throughout our history to the present day, the journey of Black and African Americans represents both great achievements and great hardship as Black and African Americans have experienced and endured the inhumanity of injustices and inequities - not just from societal and institutional biases and racism rooted in white supremacy, but also from other Americans; and

In the face of wounds and obstacles, Black and African Americans can be seen in every part of our society today, strengthening and uplifting all of America, leading in industries and movements for change, serving our communities and our Nation at every level, and advancing every field, including education and health, arts and sciences, military and law enforcement, television and sports, business and law, and many more; and

Across the generations, countless Black and African Americans have demonstrated profound moral courage and resilience to help shape our society for the better, have made innumerable contributions that have enriched America and indeed the lives of every American; and every American should acknowledge and express thankfulness for these contributions; and

It is a moral imperative that each of us learns about, sheds light upon, and condemns the inhumanity of injustices and inequities that Black and African Americans continue to experience and endure, and This Board is committed to identifying actionable items to create or improve policies that assure access to opportunities for Black and African American students, staff and families; and is committed to students and staff experiencing equity in our schools and programs; and is committed to each of us taking action to realize true reforms;

NOW, THEREFORE BE IT RESOLVED BY THE MEMBERS OF THE NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT BOARD OF DIRECTORS:

That the Northwest Regional Education Service District —

- (1) recognizes the month of February 2023 as "Black History Month"; and
- (2) calls upon each one of us to listen to Black and African American voices; to learn about experiences of Black and African Americans throughout history and also contemporarily; to shed light upon and condemn the inhumanity of injustices and inequities that Black and African Americans experience and endure; to take ownership for each of our roles in perpetuating these; to confront and end biases and racism stoked by white supremacy; and to take action to realize true reforms in ourselves, our community, our culture, and our institutions to abolish injustice and inequities that Black and African Americans still experience and endure today;
- (3) and to actively observe this month with appropriate activities, programs, ceremonies, and action.

| This Resolution is effective im | mediately upon adoption this 10th day of February, 2023 |
|---------------------------------|---|
| | NORTHWEST REGIONAL EDUCATION SERVICE |
| | DISTRICT, CLATSOP, COLUMBIA, TILLAMOOK, |
| | AND WASHINGTON COUNTIES, OREGON |
| | |
| | By: |
| | Chair |
| | |
| ATTEST: | |
| | |
| Ву: | |
| Superintendent | |



Resources

This Black History Month we celebrate more than 400 years of Black history in our country. The primary solution to inequality is not simply through time-bound celebrations of cultures or including a token ritual into an otherwise white, Eurocentric calendar of events. Celebration months are one of many opportunities to check out the resources below as you discuss the achievements of Black Americans throughout Oregon history and U.S. history with your students and colleagues.

Books/Teaching

- Visit the Understanding Race for Teens reading list.
- Black History Month for Kids
- 100+ Black History Books for Kids Mother Magazine
- 2022 Black History Books for Children and Teenagers Colours of Us
- Browse the Understanding Race for Kids reading list.
- PBS Kids shares articles, book recommendations, videos, and activities on their <u>Talking About Racism</u> webpage.
- *Novelist* recommendations for grades 7 through 12:
 - o Browse the Black Teen Lives reading list.
- Novelist recommendations for Grades 4 through 6:
 - o Black girls as narrators and main characters
 - o Black boys as narrators and main characters

Activities/Further Learning

- Check out an incredible interactive map of Oregon Black pioneers and peruse several online exhibitions on the Oregon Black Pioneers website.
- <u>Black Exclusion in Oregon, an event hosted by the Nonprofit Association of Oregon</u> with presenter Zachary Stocks, executive director of Oregon Black Pioneers (Feb. 17)
- Why Aren't There More Black People in Oregon: A Hidden History By Walidah Imarisha
- Black History Month in Portland: Celebrate African American excellence with music, art, festivals and more.
- <u>All Month Long: Black History Month Virtual Festival</u>: Author talks, panel discussions, and more, hosted by the Association for the Study of African American Life and History. Most events are free.
- <u>Teaching 'The 1619 Project': A Virtual Event for Educators and Librarians</u> The New York Times Magazine
- <u>Visit the federal African American History Month website</u> for exhibits and collections, teacher resources, events, and more
- Learn about the origins of Black History month on the History Channel website.
- View the Small but Mighty Storytimes for Young Activists and Families on the National Civil Rights Museum website.
- Washington County Chamber's Black Advisory Business Council is a culturally specific council working to
 inspire, empower, and promote the economic growth and sustainability of Black businesses and
 professionals within Washington County. Support local Black-owned businesses and organizations during
 Black History Month and beyond when you are eating, shopping, and doing business online or in person.

Community Organizing and Policy

- Imagine Black
- Coalition of Communities of Color
- Unite Oregon
- Urban League of Portland



January 10, 2023

TO: Board of Directors

FR: Sherry Ely, Interim CFO

RE: Monthly Financial Update

EXPLANATION: Financial Summary report for period ending November 30, 2022

PRESENTER(S): Sherry Ely, Interim CFO

SUPPLEMENTARY MATERIALS: Financial Narrative, Summary Financial Statements – Nov 30, 2022

RECOMMENDATION: N/A

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



Fiscal Services

January 2023 Fiscal Report

November Financials: In your packet is the November Financial Report. Generally, Revenues and Expenditures are consistent with budget; I am not seeing any major variances in revenues collected and to be collected or with expenses to date or projections.

Regional Business Officials Meeting: We had a Regional Business Officials meeting in December to update our component Districts on a variety of relevant issues. On everyone's mind were the issues related to audits this year.

Financial Audits: At the December Board meeting, I reported on the issues with audits and the struggle to get them completed by the end of December. Our component Districts as well as the ESD will be submitting our data to ODE by the deadline (January 3, 2023), however several of our smaller districts as well as the ESD will not have their audit document submitted by that date. We have applied for and received approved extensions from the Oregon Audits Division.

For more information, please contact Sherry Ely, sely@nwresd.k12.or.us

All Funds | 2022 - 2023 Financial Summary by Function

For the Period Ending November 30, 2022

| GENERAL FUNDS (100-199) | 2 | 2020 - 2021 Actuals | 2021 - | - 2022 Actuals | Adopted Budget | 20: | 22 - 2023 YTD Actuals | % of Budget | Add: Rev / Exp Projections | Annual Forecast | /ariance v / (Unfav) |
|---|----|------------------------|--------|----------------|-------------------|-----|--------------------------|-------------|-------------------------------|--------------------|-------------------------|
| RESOURCES | | | | | | | | | | | |
| Operating Revenues | | | | | | | | | | | |
| State School Fund | \$ | 37,730,704 | \$ | 37,488,465 | \$ 39,082,745 | \$ | 19,740,380 | 50.51% \$ | -, , | \$ 39,483,213 | \$ 400,468 |
| Other State School Fund | | 13,625,341 | | 13,959,187 | 14,056,000 | | 9,774,200 | 69.54% | 4,281,800 | 14,056,000 | (0) |
| State School Fund Formula | | 51,356,045 | | 51,447,652 | 53,138,745 | | 29,514,580 | 55.54% | 24,024,633 | 53,539,213 | 400,468 |
| Local Sources | | 3,014,149 | | 2,800,922 | 3,705,904 | | 228,921 | 6.18% | 3,476,982 | 3,705,904 | (0) |
| Intermediate Sources | | 26,203 | | 10,096 | - | | 2,188 | | - | 2,188 | 2,188 |
| State Sources | | 248,000 | | - | - | | - | | - | - | - |
| Federal Sources | | - | | - | - | | - | | - | - | - |
| Other Sources | | 282,947 | | 445,000 | 425,000 | | _ | 0.00% | 425,000 | 425,000 | _ |
| Total Operating Revenues | \$ | 54,927,344 | \$ | 54,703,670 | \$ 57,269,649 | \$ | 29,745,689 | 51.94% \$ | 27,926,615 | \$ 57,672,304 | \$ 402,655 |
| Beginning Fund Balance | | 4,535,509 | | 5,537,027 | 5,850,000 | | 797,119 | 13.63% | 5,267,972 | 6,065,091 | 215,091 |
| TOTAL RESOURCES | \$ | 59,462,853 | \$ | 60,240,697 | \$ 63,119,649 | \$ | 30,542,808 | 48.39% \$ | 33,194,587 | \$ 63,737,395 | \$ 617,746 |
| | | | | | | | | | | | |
| REQUIREMENTS | | | | | | | | | | | |
| Operating Expenditures | | | | | | | | | | | |
| Instruction | \$ | - | \$ | - | \$ - | \$ | - | \$ | - | \$ - | \$ - |
| Support Services | | 6,853,415 | | 7,821,370 | 8,845,340 | | 4,095,676 | 46.30% | 5,022,851 | 9,118,527 | (273,187) |
| Enterprise and Community Services | | - | | - | - | | - | | - | - | - |
| Facilities Acquisition and Construction | | - | | - | - | | - | | - | - | - |
| Other Uses | | 47,072,412 | | 46,990,246 | 49,211,939 | | - | 0.00% | 49,120,895 | 49,120,895 | 91,044 |
| Total Operating Expenditures | \$ | 53,925,826 | \$ | 54,811,616 | \$ 58,057,279 | \$ | 4,095,676 | 7.05% \$ | 54,143,746 | \$ 58,239,422 | \$ (182,143) |
| Contingencies | | - | | - | 720,000 | | - | 0.00% | - | - | 720,000 |
| Unappropriated Ending Fund Balance | | - | | - | 4,342,370 | | - | 0.00% | - | - | 4,342,370 |
| TOTAL REQUIREMENTS | \$ | 53,925,826 | \$ | 54,811,616 | \$ 63,119,649 | \$ | 4,095,676 | 6.49% \$ | 54,143,746 | \$ 58,239,422 | \$ 4,880,227 |
| Ending Fund Balance | \$ | 5,537,027 | \$ | 5,429,081 | | | | | | \$ 5,497,973 | |
| Ending Fund Balance % of Revenue | | 9.31% | | 9.01% | | | | | | 8.63% | |

All Funds | 2022 - 2023 Financial Summary by Function

For the Period Ending November 30, 2022

| ALL OTHER FUNDS (200-699) | : | 2020 - 2021 Actuals | 2021 - 2022 Act | tuals | Adopted Budget | | 22 - 2023 YTD Actuals | % of Budget | Add: Rev / Exp Projections | | Annual Forecast | | Variance av / (Unfav) |
|---|----|------------------------|-----------------|-------|-------------------|----|--------------------------|-------------|-------------------------------|----|--------------------|----|--------------------------|
| RESOURCES | | | | | | | | | | | | | |
| Operating Revenues | | | | | | | | | | | | | |
| Local Sources | \$ | 40,228,959 | \$ 38,26 | 9,208 | \$ 40,796,183 | \$ | 4,126,206 | 10.11% \$ | 36,605,640 | \$ | 40,731,846 | \$ | (64,337) |
| Intermediate Sources | | 22,000 | | - | - | | - | | - | | - | | - |
| State Sources | | 32,571,680 | 24,33 | 9,925 | 49,730,477 | | 348,421 | 0.70% | 49,376,927 | | 49,725,348 | | (5,129) |
| Federal Sources | | 8,834,547 | 10,34 | 4,580 | 21,566,827 | | 149,250 | 0.69% | 21,318,152 | | 21,467,402 | | (99,425) |
| Other Sources | | 8,128,854 | 6,78 | 5,117 | 6,802,658 | | 26,000 | 0.38% | 6,768,242 | | 6,794,242 | | (8,416) |
| Total Operating Revenues | \$ | 89,786,041 | \$ 79,73 | 8,830 | \$ 118,896,146 | \$ | 4,649,877 | 3.91% \$ | 114,068,961 | \$ | 118,718,838 | \$ | (177,308) |
| Beginning Fund Balance | | 3,476,032 | 13,24 | 6,447 | 8,081,195 | | 16,663,383 | 206.20% | - | | 16,663,383 | | 8,582,188 |
| TOTAL RESOURCES | \$ | 93,262,072 | \$ 92,98 | 5,277 | \$ 126,977,341 | \$ | 21,313,260 | 16.79% \$ | 114,068,961 | \$ | 135,382,221 | \$ | 8,404,880 |
| REQUIREMENTS | | | | | | | | | | | | | |
| Operating Expenditures | | | | | | _ | | | | | | | |
| Instruction | \$ | 42,172,209 | \$ 45,59 | , | \$ 65,988,851 | \$ | 17,788,321 | 26.96% \$ | | \$ | 61,470,262 | \$ | 4,518,589 |
| Support Services | | 29,838,080 | | 7,785 | 49,874,935 | | 14,629,624 | 29.33% | 31,976,459 | | 46,606,084 | | 3,268,851 |
| Enterprise and Community Services | | 1,563,512 | 1,40 | 9,576 | 2,433,047 | | 736,759 | 30.28% | 1,615,568 | | 2,352,327 | | 80,720 |
| Facilities Acquisition and Construction | | 42,224 | | - | 958,729 | | - | 0.00% | 173,925 | | 173,925 | | 784,804 |
| Other Uses | | 6,399,601 | 5,95 | 9,334 | 6,980,508 | | 812,488 | 11.64% | 6,150,000 | | 6,962,488 | | 18,020 |
| Total Operating Expenditures | \$ | 80,015,626 | \$ 85,80 | 7,726 | \$ 126,236,070 | \$ | 33,967,192 | 26.91% \$ | 83,597,894 | \$ | 117,565,086 | \$ | 8,670,984 |
| Contingencies | | - | | - | 741,271 | | - | 0.00% | - | | - | | 741,271 |
| Unappropriated Ending Fund Balance | | - | | - | - | | - | | 17,817,135 | | 17,817,135 | | (17,817,135) |
| TOTAL REQUIREMENTS | | 80,015,626 | \$ 85,80 | 7,726 | \$ 126,977,341 | \$ | 33,967,192 | 26.75% \$ | 101,415,029 | \$ | 135,382,221 | \$ | (8,404,880) |

Projected Ending Fund Balance 13%



January 10, 2023

TO: Board of Directors

FR: Sherry Ely, Interim CFO

RE: Resolution approving Financing for Aloclek Property in Hillsboro

EXPLANATION: The Resolution is authorizing the Clerk (Superintendent) and/or Deputy Clerk (CFO) to proceed with procuring financing to purchase the property in Hillsboro for the Early Childhood Education Program

PRESENTER(S): Sherry Ely, Interim CFO

SUPPLEMENTARY MATERIALS: Attached to this cover sheet: Resolution No. 23-002

RECOMMENDATION: N/A

PROPOSED MOTION: I move to accept Resolution no. 23-002 as presented.

RESOLUTION NO. 23-002

A RESOLUTION OF NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT, CLATSOP, COLUMBIA, TILLAMOOK AND WASHINGTON COUNTIES, OREGON AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE FULL FAITH AND CREDIT OBLIGATIONS, SERIES 2023 IN THE AMOUNT NOT TO EXCEED \$15,000,000 TO ACQUIRE, CONSTRUCT, IMPROVE AND EQUIP REAL PROPERTY; DESIGNATING AN AUTHORIZED REPRESENTATIVE. SPECIAL COUNSEL AND UNDERWRITER **AUTHORIZING** PLACEMENT **AGENT: APPOINTMENT** INDEPENDENT REGISTERED MUNICIPAL ADVISOR AND ESCROW AGENT: AND AUTHORIZING EXECUTION AND DELIVERY OF A FINANCING AGREEMENT, ESCROW AGREEMENT, AND PURCHASE AGREEMENT.

WHEREAS, Oregon Revised Statutes ("<u>ORS</u>") Sections 271.390 and 287A.315 authorize the issuance of obligations to finance real or personal property that the governing body determines is needed. Northwest Regional Education Service District, Clatsop, Columbia, Tillamook and Washington Counties, Oregon (the "<u>District</u>") is advised it is desirable to acquire, construct, improve and equip real property located in Hillsboro, Oregon (the "<u>Project</u>").

WHEREAS, the proceeds of full faith and credit obligations the ("Series 2023 Obligations") will be for the purpose of providing funds sufficient to (i) acquire, construct, improve and equip the Project and (ii) pay the costs of issuance of the Series 2023 Obligations. The Series 2023 Obligations will be issued as a full faith and credit obligation of the District payable from the lawfully available, general, non-restricted revenues of the District and other funds which may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon. The obligation of the District to make payments shall be a full faith and credit obligation of the District, and shall not be subject to annual appropriation. The owners of the Series 2023 Obligations shall not have a lien or security interest on the property financed with the proceeds of the Series 2023 Obligations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT, CLATSOP, COLUMBIA, TILLAMOOK AND WASHINGTON COUNTIES, OREGON, AS FOLLOWS:

Section 1. Issuance of Financing Agreement and Series 2023 Obligations.

A. <u>Authorization of Financing Agreement</u>. The District authorizes the execution and delivery of one or more full faith and credit financing agreements (the "<u>Financing Agreement</u>") in a form satisfactory to the Authorized Representative (defined herein). The Financing Agreement and the Series 2023 Obligations shall be in a principal amount not exceeding \$15,000,000. The Financing Agreement and the Series 2023 Obligations shall mature not later than twenty (20) years from the date of issuance on date(s) set by the Authorized Representative. The District authorizes the Superintendent or the Interim Chief Financial Officer (the "<u>Authorized Representative</u>"), to determine and designate the principal amount, the dated date, interest rates, maturity dates, optional redemption dates and premiums, if any, principal serial maturities, term maturity or maturities, with or without premium, denominations, interest payment dates, applicable discount or premium, whether to obtain insurance or some other form of

guaranty or security for the payment of the Series 2023 Obligations, to obtain one or more ratings for the Series 2023 Obligations, and such other provisions as are deemed necessary and desirable for the sale and issuance of the Series 2023 Obligations.

- B. <u>Method of Sale</u>. The Financing Agreement may be entered into directly with a lender (a "<u>Private Placement</u>") or obligations representing the principal amount payable under the Financing Agreement may be sold to an underwriter by negotiated or competitive sale (a "<u>Public Offering</u>"), as determined by the Authorized Representative.
- C. <u>Private Placement</u>. The Financing Agreement may be evidenced by a note and may be entered into with a lender(s) as determined by the Authorized Representative.
- D. <u>Public Offering</u>. The District authorizes the issuance and sale of Full Faith and Credit Obligations, Series 2023 which shall be issued by the escrow agent, for and on behalf of the District, representing the principal amount payable under the Financing Agreement. The Series 2023 Obligations may be issued in one or more series, shall be issued at a true interest cost as determined by the Authorized Representative and shall mature on dates set by the Authorized Representative. The District authorizes the execution and delivery of one or more escrow agreements between the District and the escrow agent (the "Escrow Agreement"), in a form satisfactory to the Authorized Representative, pursuant to which the escrow agent shall execute the Series 2023 Obligations representing the principal amount payable under the Financing Agreement, and evidencing the right of the escrow agent to receive the District's Financing Payments under the Financing Agreement.

Section 2. <u>Title and Execution of Series 2023 Obligations</u>. The Series 2023 Obligations shall be entitled "Northwest Regional Education Service District, Clatsop, Columbia, Tillamook and Washington Counties, Oregon, Full Faith and Credit Obligations, Series 2023" or such other name designated by the Authorized Representative and the financing agreement shall bear the manual signature of the Authorized Representative. If sold at a competitive or negotiated sale other than a private placement, the Series 2023 Obligations may be initially issued in book-entry form as a single, typewritten obligation for each maturity and issued in the registered name of the nominee of The Depository Trust Company. The Series 2023 Obligations will be issued without certificates being made available to the obligation holders.

Section 3. <u>Book-Entry-Only System</u>. Ownership of the Series 2023 Obligations may be recorded through entries on the books of banks and broker-dealer participants and correspondents that are related to entries on The Depository Trust Company book-entry-only system. The Series 2023 Obligations may be initially issued in the form of a separate single fully registered type-written obligation or bond for each maturity of the Series 2023 Obligations (the "<u>Global Certificates</u>"). Each Global Certificate shall be registered in the name of Cede & Co. as nominee (the "<u>Nominee</u>") of The Depository Trust Company (the "<u>Depository</u>") as the "<u>Registered Owner</u>", and such Global Certificates shall be lodged with the Depository until redemption or maturity of the Series 2023 Obligations. The Escrow Agent shall remit payment for the maturing principal and interest on the Series 2023 Obligations to the Registered Owner for distribution by the Nominee for the benefit of the bondholder (the "<u>Beneficial Owner</u>" or "<u>Record Owner</u>") by recorded entry on the books of the Depository participants and correspondents. While the Series 2023 Obligations are in book-entry-only form, the Series 2023 Obligations will be available in denominations of \$5,000 or any integral multiple thereof.

The District has filed with the Depository a Letter of Representation to induce the Depository to accept the Series 2023 Obligations as eligible for deposit at the Depository. The Underwriter for the Series 2023 Obligations is authorized to provide the Depository with the Preliminary Official Statement, together with the completed Depository's underwriting questionnaire.

The execution and delivery of the Letter of Representations and the providing to the Depository of the Preliminary Official Statement and the underwriting questionnaire shall not in any way impose upon the District any obligation whatsoever with respect to persons having interests in the Series 2023 Obligations other than the Registered Owners of the Series 2023 Obligations as shown on the registration books maintained by the Escrow Agent. The Escrow Agent, in writing, shall accept the book-entry-only system and shall agree to take all action necessary to at all times comply with the Depository's operational arrangements for the book-entry-only system. The Authorized Representative may take all other action to qualify the Series 2023 Obligations for the Depository's book-entry-only system.

In the event the Depository determines not to continue to act as securities depository for the Series 2023 Obligations, or the District determines that the Depository shall no longer so act, then the District will discontinue the book-entry-only system with the Depository. If the District fails to identify another qualified securities depository to replace the Depository, the Series 2023 Obligations shall no longer be a book-entry-only issue but shall be registered in the registration books maintained by the Escrow Agent in the name of the Registered Owner as appearing on the registration books of the Escrow Agent and thereafter in the name or names of the owners of the Series 2023 Obligations transferring or exchanging Series 2023 Obligations.

With respect to Series 2023 Obligations registered in the registration books maintained by the Escrow Agent in the name of the Nominee of the Depository, the District, and the Escrow Agent shall have no responsibility or obligation to any participant or correspondent of the Depository or to any Beneficial Owner on behalf of which such participants or correspondents act as agent for the Registered Owner with respect to:

- (i) the accuracy of the records of the Depository, the Nominee or any participant or correspondent with respect to any ownership interest in the Series 2023 Obligations,
- (ii) the delivery to any participant or correspondent or any other person, other than a Registered Owner as shown in the registration books maintained by the Escrow Agent, of any notice with respect to the Series 2023 Obligations, including any notice of redemption,
- (iii) the selection by the Depository of the beneficial interest in Series 2023 Obligations to be refunded in the event the District redeems the Series 2023 Obligations in part, or
- (iv) the payment to any participant, correspondent or any other person other than the Registered Owner of the Series 2023 Obligations as shown in the registration books maintained by the Escrow Agent, of any amount with respect to principal or interest on the Series 2023 Obligations. Notwithstanding the book-entry-only system, the District may treat and consider the Registered Owner in whose name each Series 2023 Obligation is registered in the registration books maintained by the Escrow Agent as the Registered Owner and absolute owner of such Series 2023 Obligation for the purpose of payment of principal and interest with respect to such Series 2023 Obligation, or for the purpose of giving notices of

redemption and other matters with respect to such Series 2023 Obligation, or for the purpose of registering transfers with respect to such Series 2023 Obligation, or for all other purposes whatsoever. The District shall pay or cause to be paid all principal of and interest on the Series 2023 Obligations only to or upon the order of the Registered Owner, as shown in the registration books maintained by the Escrow Agent, or their representative attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligation with respect to payment thereof to the extent of the sum or sums so paid.

Upon delivery by the Depository to the District and to the Registered Owner of a 2023 Obligation of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee then the word "Nominee" in this Resolution shall refer to such new nominee of the Depository, and upon receipt of such notice, the District shall promptly deliver a copy thereof to the Escrow Agent.

Section 4. <u>Transfer of Series 2023 Obligations</u>. If the book-entry system is not utilized and if sold at a competitive sale or negotiated sale other than a private placement, the Series 2023 Obligations will be issued in certificate form. Then the Series 2023 Obligations are transferable, or subject to exchange, for fully registered Series 2023 Obligations in the denomination of \$5,000 each or integral multiples thereof by the registered owner thereof in person, or by the owner's attorney, duly authorized in writing, at the office of the Escrow Agent. The Escrow Agent shall maintain a record of the names and addresses of the registered owners of the Series 2023 Obligations.

All obligations issued upon transfer of or in exchange for Series 2023 Obligations shall be valid obligations of the District evidencing the same debt and shall be entitled to the same benefits as the Series 2023 Obligations surrendered for such exchange or transfer. All fees, expenses and charges of the Escrow Agent shall be payable by the District. The Escrow Agent shall not be required to transfer or exchange any 2023 Obligation after the close of business on record date of the month next preceding any interest payment date or transfer or exchange any Series 2023 Obligation called or being called for redemption.

Section 5. Payment of Series 2023. If the book-entry system is not utilized and if sold at a competitive sale or negotiated sale other than a private placement, the principal of the Series 2023 Obligations shall be payable upon presentation of the Series 2023 Obligations at maturity at the principal corporate trust office of the Escrow Agent. Payment of each installment of interest due each year shall be made by check or draft of the Escrow Agent mailed on each interest payment date to the registered owner thereof whose name and address appears on the registration books of the District maintained by the Escrow Agent as of the close of business on the record date as determined by the Authorized Representative.

Section 6. Form of Series 2023 Obligations. The Financing Agreement, Escrow Agreement, and Series 2023 Obligations shall be issued substantially in the form as approved by the Authorized Representative and Special Counsel.

Section 7. Security. The Series 2023 Obligations shall be payable from the general, non-restricted revenues of the District and other funds which may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon. The Series 2023 Obligations shall be a full faith and credit obligation of the District, and are not subject to appropriation. The owners of the Series 2023 Obligations shall not have a lien or security interest on the

property financed with the proceeds of the Series 2023 Obligations.

- **Section 8.** Covenant as to Arbitrage. The proceeds of the Series 2023 Obligations shall be used and invested in such manner that the Series 2023 Obligations shall not become "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations. The District covenants that, within its lawful powers, it will not do, and will refrain from doing, anything in the issuance of the Series 2023 Obligations and in the investment and expenditure of the proceeds thereof which would result in the interest on the Series 2023 Obligations becoming taxable for federal income tax purposes.
- **Section 9.** <u>Appointment of Escrow Agent</u>. The Authorized Representative is authorized to appoint an Escrow Agent for the issuance of the Series 2023 Obligations. In addition, the District requests and authorizes the Escrow Agent to execute the Certificate of Authentication as of the date of delivery of the Series 2023 Obligations.
- **Section 10.** <u>Appointment of Independent Registered Municipal Advisor</u>. If deemed desirable, the Authorized Representative is authorized to appoint an Independent Registered Municipal Advisor to the District for the issuance of the Financing Agreement and Series 2023 Obligations.
- **Section 11.** <u>Appointment of Special Counsel</u>. The District hereby appoints the law firm of Mersereau Shannon LLP as Special Counsel for the issuance of the Financing Agreement and Series 2023 Obligations.
- **Section 12.** Appointment of Underwriter or Placement Agent. Piper Sandler & Co. is appointed as the Underwriter or Placement Agent in connection with the issuance of the Financing Agreement and Series 2023 Obligations.
- Section 13. Printing Series 2023 Obligations. If the Series 2023 Obligations are not in bookentry form, then the Authorized Representative is authorized to contract for the printing of the Series 2023 Obligations. The Authorized Representative may provide for the printing of, in addition to the original issue of Series 2023 Obligations, additional obligations to be printed in blank form as to registration and to be designated by appropriate number for the Escrow Agent for delivery to the registered owner upon transfer or exchange of Series 2023 Obligations. The additional obligations shall bear the dated date of the Series 2023 Obligations and the Escrow Agent shall manually sign the Certificate of Authentication as of the date of delivery or transfer of the Series 2023 Obligations.
- **Section 14.** Conditional Redemption. Any notice of optional redemption may state that the optional redemption is conditional upon receipt of moneys sufficient to pay the redemption price of such obligations or upon the satisfaction of any other condition, and/or that such notice may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission or of the failure of any such condition shall be given to the owner as promptly as practicable upon the failure of such condition or the occurrence of such other event.
- **Section 15.** <u>Defeasance.</u> The District may defease the Financing Agreement and the Series 2023 Obligations by setting aside, with a duly appointed escrow agent, in a special escrow account irrevocably

pledged to the payment of the Financing Agreement and Series 2023 Obligations to be defeased, cash or direct obligations of the United States in an amount which, in the opinion of an independent certified public accountant, is sufficient without reinvestment to pay all principal and interest on the defeased Financing Agreement and Series 2023 Obligations until their maturity date or any earlier redemption date. The Financing Agreement and Series 2023 Obligations which have been defeased pursuant to this paragraph shall be deemed paid and no longer outstanding, and shall cease to be entitled to any lien, benefit or security under the Resolution except the right to receive payment from such special escrow account.

Section 16. Contract with Registered Owners. In consideration of the purchase and acceptance of the Financing Agreement and Series 2023 Obligations, the provisions of this Resolution, the Financing Agreement and the Series 2023 Obligations shall be deemed to be and shall constitute a contract between the District and the Registered Owners of the Financing Agreement and Series 2023 Obligations. The covenants and agreements to be performed by or on behalf of the District shall be for the equal benefit, protection and security of the Registered Owners of the Financing Agreement Series 2023 Obligations, all of which shall be of equal rank without preference, priority, or distinction.

Section 17. Continuing Disclosure. The District covenants and agrees to comply with and carry out all of the provisions of a Continuing Disclosure Agreement to be entered into in connections with the Series 2023 Obligations, if applicable. Notwithstanding any other provision of this Resolution, failure by the District to comply with a Continuing Disclosure Agreement will not constitute an event of default for the Series 2023 Obligations; however, any Registered Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section and the Continuing Disclosure Certificate.

Section 18. Preliminary and Final Official Statement. If sold at a competitive sale or a negotiated sale other than a private placement, the District shall prepare or cause to be prepared a preliminary official statement for the Series 2023 Obligations which shall be available for distribution to prospective purchasers of the Series 2023 Obligations. The Authorized Representative is authorized to deem such preliminary official statement final pursuant to Rule 15c2-12 of the Securities and Exchange Commission. In addition, the District shall prepare, or cause to be prepared, a final official statement for delivery to the purchasers of the Series 2023 Obligations no later than the seventh (7th) business day after the sale of the Series 2023 Obligations. After determining that the final official statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the official statement not misleading in the light of the circumstances under which they are made, the Authorized Representative is authorized to certify the accuracy of the official statement on behalf of the District.

Section 19. <u>Closing of the Sale and Delivery of the Series 2023 Obligations</u>. The Authorized Representative is authorized to determine and execute all the documents, including a tax certificate, and perform any and all other things or acts necessary for the sale and delivery of the Financing Agreement and Series 2023 Obligations, as herein authorized. Such acts of the Authorized Representative are for and on behalf of and are authorized by the Board of Directors of the District.

Section 20. Effective Date. This Resolution shall take effect on the date of its adoption.

ADOPTED by the Board of Directors of Northwest Regional Education Service District, Clatsop, Columbia, Tillamook and Washington Counties, Oregon, this 10th day of January 2023.

NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT CLATSOP, COLUMBIA, TILLAMOOK AND WASHINGTON COUNTIES, OREGON

| | Ву | | |
|-----------|----|-------|--|
| | | Chair | |
| ATTEST: | | | |
| | | | |
| | | | |
| By | | | |
| Secretary | | | |



January 10, 2023

TO: Board of Directors

FR: Debbie Simons, Chief Human Resources Officer

RE: EDUStaff Contract Recommendation

EXPLANATION:

Northwest Regional ESD sought proposals from temporary staffing services providing substitute employees for licensed and classified staff to fill vacancies for when ESD & School District employees are absent or positions are vacant. The ESD has approximately 400 licensed and about 400 classified staff, and currently provides substitute services to an additional 12 school districts across four counties, as well as Multnomah ESD. The ESD provides for approximately 1220 licensed staff and 1174 classified staff who may need substitute coverage; and approximately 1429 licensed staff and 1670 classified and other staff who may be absent at any time.

As with many entities, the pandemic has impacted staffing; and the ESD has been challenged to not only find quality active staff; but also temporary staffing on the scale needed for component districts. The rationale for looking at a third party is the belief that using a third party will be more cost effective (Cost savings are realized through the elimination of employer related costs (which currently are around 35% + health insurance) as the substitute employees become employees of EDUStaff) for the ESD, save staff time, and provide a better service to our component districts as the focus of the third party; and with this recommendation, EDUStaff, they focus on marketing and recruiting substitute staff directly to improve the substitute pool size. Currently, licensed ESD staff daily fill rates average 55.33% and 30.7% for classified ESD staff. Fill rates with third party providers are 20-30% higher, likely due to the size of the pool.

The RFP Process included providers to provide a written proposal that included both a cost proposal and a technical proposal addressing the proposer's qualifications, management plan, project implementation, litigation declarations, financial standing, and references. Following the written proposals, interview presentations were held in person with successful proposers and interviewed by a team of NWRESD HR staff, executive directors, principals, and representatives from three of NWRESD component districts. Prior to making a final decision, reference checks were conducted with both declared references and references chosen by NWRESD. EDUStaff was the successful proposer in the process. Component districts will be able to access the ESD's pricing by approving and signing Appendix C.

PRESENTER(S): Debbie Simons SUPPLEMENTARY MATERIALS:

OR - Northwest Regional ESD - Edustaff Master Agreement (2023-26) FINAL

OR - Northwest Regional ESD - Exhibit A - Scope of Services

OR - Northwest Regional ESD - Exhibit B - Pricing Schedule Redacted

OR - Northwest Regional ESD - Exhibit C (District Acknowledgement)

RECOMMENDATION: To approve the contract as presented.

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

Page 1 of 11

Educational Staffing Services Master Agreement

Three Party Agreement between Edustaff, Northwest Regional ESD and its local School Districts

THIS AGREEMENT ("Agreement") is entered into and made effective January 13, 2023, between Edustaff, LLC ("Edustaff"), a Michigan limited liability company with its principal place of business located in Grand Rapids, Michigan and Northwest Regional ESD ("Client"), with its principal offices in Hillsboro, Oregon.

RECITALS

WHEREAS, Edustaff is a private company engaged in the business of providing educational staffing services to educational institutions, with the resources, expertise, training, capacity and qualifications to perform the services contemplated under this Agreement;

WHEREAS, Client is a Public School District and/or an Educational Services District (ESD) authorized under Sections 332.072 and 332.505 of the Oregon Revised Statutes ("ORS") to enter into agreements with other public or private entities for the purpose of securing independent contractors to carry out Client's general powers and functions.

WHEREAS, Client wishes to retain Edustaff to provide educational services to Client as set forth in this Agreement, Exhibit A (Scope of Services), Exhibit B (Pricing) and Exhibit C (District Acknowledgement) to become Party to this Agreement.

NOW, THEREFORE, Edustaff and Client agree as follows:

Edustaff

SECTION 1: RELATIONSHIP OF PARTIES

A. DEFINITION OF CLIENT & SUPPLIED STAFF

The term "Client" refers to the ESD and/or Public School District listed above that engages the services that Edustaff is providing to Public School District.

The term "Supplied Staff" refers to the Edustaff employee(s) or subcontractors whom Edustaff has assigned to perform services for Client under this Agreement.

B. RELATIONSHIP BETWEEN CLIENT AND EDUSTAFF

Edustaff will act solely as an independent contractor retained by Client to perform the educational services identified in this Agreement. Nothing in this Agreement shall create or imply an agency relationship between Edustaff and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties. Edustaff is the sole employer of Supplied Staff and Client shall not be deemed or considered to be an employer or joint employer of Supplied Staff for purposes of any services



performed pursuant to this Agreement. Edustaff will furnish all labor necessary to perform the work described in this Agreement, and shall solely control the means, manner and method of performance. Should Client have any issues or concerns with Supplied Staff or the services they provide, Client shall have the right to notify Edustaff of those issues or concerns and make recommendations or suggestions to resolve them. Edustaff, however, exclusively retains all rights and responsibilities inherent in the employment relationship, including but not limited to, the right to hire, fire, discipline, supervise and otherwise control the terms and conditions of employment. Edustaff also has sole responsibility for payment of wages and benefits, withholding and payment of any applicable local, state or federal taxes, payment for workers' compensation protection, unemployment insurance taxes and other employer obligations. Should any individual or entity assert a claim against Client for any liability associated with payment of salaries, wages, benefits, payroll or other taxes related to Supplied Staff during the time they were employed by Edustaff, Client shall immediately notify Edustaff, and Edustaff shall defend the Client at its sole expense, and shall indemnify Client against any and all liability or damages associated with any such claim.

C. RELATIONSHIP BETWEEN EDUSTAFF AND SUPPLIED STAFF

Edustaff will be the sole employer of Supplied Staff, who are "at will" employees of Edustaff. Edustaff will assign Supplied Staff to perform the services described in Exhibit A for Client in accordance with the terms of this Agreement. Edustaff shall have sole and exclusive responsibility for the following costs and charges attributable to the Supplied Staff:

- a) All wage payments
- b) All applicable state and federal employment taxes and costs
- c) All applicable premium costs for insurance coverages and programs applicable to Supplied Staff
- d) All expenses incurred by Supplied Staff

D. RELATIONSHIP BETWEEN CLIENT AND SUPPLIED STAFF

While providing services to Client, Supplied Staff shall be deemed employees of Edustaff and shall be managed and controlled by Edustaff as their employer. Edustaff's Supplied Staff are not eligible for any Client wages, benefits or contract privileges, nor are they covered by laws or programs applicable exclusively to public employees, including but not limited to the Oregon Accountability for Schools for the 21st Century Law or the Oregon Public Employees Retirement System. Furthermore, Client may not directly pay, compensate or promise any remuneration to Supplied Staff. Supplied Staff may not receive mileage, conference fees, training expenses, or other similar expenses from Client. Client has the right to remove an Edustaff employee or Supplied Staff who violates the Client's policies, rules and/or procedures from the Client's premises and/or from the Client's school activities. If Client chooses to utilize Supplied Staff in a capacity for which the individual is not approved by Edustaff, Client automatically accepts any liability arising in whole or in part from Supplied Staff's performing such functions, and Client will hold harmless Edustaff from any claims arising therefrom, including actual attorney fees.

Edustaff's employees and agents shall not be considered agents or employees of Client for any purpose and no such employees or agents are entitled to any of the rights, compensation or other benefits



which Client may provide its own employees or which Client may be obligated to provide under Section 342.610 of the Oregon Revised Statutes.

E. PLACE OF WORK

Client shall provide sufficient workspace and a safe working environment for Supplied Staff to allow the successful performance of services by Edustaff's Supplied Staff. Client will provide Edustaff with information about, and copies of, any policies or procedures with which Supplied Staff will be expected to comply.

SECTION 2: DESCRIPTION OF SERVICES

A. PERFORMANCE OF SERVICES

Edustaff will provide the educational services described in Exhibit A (Scope of Services) for the pricing described in Exhibit B (Pricing). Either Edustaff or Client may propose a change to Exhibit A or B, or propose additional documents to be included as exhibits to this Agreement. Any such modifications must be mutually agreed upon in writing between the Parties prior to implementation.

Edustaff will recruit, screen, interview, select, hire and assign qualified employees to provide services to Client under this Agreement. Supplied Staff assigned by Edustaff to perform services under this Agreement for the Client shall, where applicable, be fully certified, licensed, approved and otherwise qualified to perform the functions assigned to and in conformance with the provisions of Oregon law, including but not limited to Oregon's teacher licensing requirements as set forth in ORS §342.121 et seq. Edustaff warrants that Supplied Staff have completed Edustaff's screening and formal training process, provided required employment documentation, and fulfilled certification requirements for applicable positional placements. Edustaff will not furnish any personnel to the Client who would be ineligible for employment by the Client if that person were instead employed directly by the Client under the above laws and statutes.

Edustaff agrees that it will require Supplied Staff to comply with Client's policies and procedures that are communicated to the Supplied Staff to the extent applicable to the performance of services under this Agreement, including policies regarding non-discrimination; sexual harassment; corporal punishment; child abuse and neglect reporting; confidentiality of student records; administration of medication of pupils; disability accommodation; communicable diseases; blood borne pathogens; alcohol and controlled substances; and electronic communications and copyright. Client will provide Edustaff and Supplied Staff a copy of the applicable policies. In the event Supplied Staff is alleged to have violated a Client policy, Client will immediately notify Edustaff and Edustaff will promptly investigate and take appropriate action.

Nothing in this Agreement prevents Client from barring Supplied Staff from the premises or requesting Edustaff to remove Supplied Staff; however, Client's right to determine who is permitted on its property shall not affect Edustaff's sole discretion to hire, assign, reassign, discipline and/or terminate Supplied Staff.



B. CRIMINAL BACKGROUND CHECKS

Pursuant to the requirements and authority of ORS §§ 342.143 and 342.223, Edustaff shall cooperate fully with the Client to ensure that fingerprints are obtained and a criminal records check through the Oregon Department of State Police, as well as a criminal records check through the Federal Bureau of Investigation, has been conducted with regard to all persons assigned by Edustaff under this Agreement to work in any of the Client's facilities or at program sites where the Client delivers educational programs and services. Edustaff shall ensure that all individuals it may assign under this Agreement take all necessary steps of filling out all necessary paperwork and paying all necessary fees (for the criminal records checks, fingerprinting, and ICHAT checks) to comply with ORS §§342.223 and 342.143, and any record keeping requirements of the Oregon Department of State Police.

Edustaff will provide an electronic system for Client to "green light/red light" eligible contracted staff. Edustaff will comply with this system as part of assigning any contracted staff under this Agreement. Client shall ensure that the individual has completed all applicable necessary "CHRI" requirements contained within ORS §§342.223 and 342.143. Client shall not "green light" any contracted staff for Edustaff if such person has been convicted of any of the following offenses:

- (a) Any crime listed in ORS §342.143(3)
- (b) An attempt to commit a crime listed in ORS § 342.143(3)(A);
- (c) A crime involving the illegal use, sale, or possession of a controlled substance under the laws of any State or of the United States;
- (d) Any crime of the United States or another State that is substantially similar to those enumerated in (a) and (b) above;
- (e) A crime described in ORS §§ 475B.010 to 475B.395;
- (f) Any other offense that would, in the judgment of the Client, create a potential risk to the safety and security of students serviced by the Client or employees of the Client.

Client shall also not "green light" any contracted staff for Edustaff if such person has had a teaching, personnel service, or administrative license revoked in another jurisdiction for a reason that is substantially equivalent to a reason described in ORS § 342.175, and the revocation is not subject to further appeal.

C. PERFORMANCE & INFORMATIONAL SHARING GUARANTEE

Edustaff agrees that the Supplied Staff will perform all required services in a manner consistent with generally accepted proficiency and competency for the type and nature of services rendered. The Client shall communicate promptly to Edustaff any performance failure, and Edustaff will make every reasonable effort to address all issues within ten business days. Any issues that are unresolved to Client's satisfaction within ten days shall allow Client to terminate this Agreement.

In the event this Agreement is terminated between the parties, to the extent allowed by law, Edustaff shall supply to Client any information about the Supplied Staff that Client may require to properly execute any remaining state reporting requirements and that Client may require to transition to a successor contracting supplier.



D. AFFORDABLE CARE ACT

Edustaff and Client agree that Edustaff is intended to be the common law employer of Supplied Staff for purposes of the Patient Protection and Affordable Care Act of 2010, as amended, and its implementing regulations and regulatory guidance ("Affordable Care Act"). Edustaff and Client further agree:

- Offer of Health Care Benefits Edustaff and Client intend to satisfy the requirements of Treasury Regulation 54.4980H-4(b)(2) under which an offer of group health coverage by Edustaff is deemed to be an offer of group health coverage by Client for all purposes of Section 4980H of the Internal Revenue Code. As a result, Edustaff will offer each Supplied Staff the opportunity to enroll in a group health plan that constitutes "minimum essential coverage" as defined in Section 5000A(f) of the Internal Revenue Code as of the first day of the month following the completion of a 30-day waiting period.
- Reporting To the extent permitted by law, Edustaff will report the Supplied Staff as common law
 employees of Edustaff in reports that Edustaff files under Sections 6055 and 6056 of the Internal
 Revenue Code. However, if Client is deemed the common law employer of Supplied Staff,
 Edustaff will share information necessary with Client in order for Client to complete reports that
 Client must file under Section 6056 of the Internal Revenue Code.
- Indemnification Edustaff will indemnify and defend Client against any assessable payments
 imposed on Client with respect to Supplied Staff that are classified as "Classroom-based
 Substitute Staff" under Section 4980H(b) of the Internal Revenue Code. Other than described in
 the previous sentence, Edustaff is not responsible for any assessable payment with respect to
 Supplied Staff imposed on Client under Section 4980H of the Internal Revenue Code.

SECTION 3: TERM OF AGREEMENT AND TERMINATION

This Agreement shall commence on the Effective Date identified in the first paragraph of this Agreement and remain in full force until June 30, 2026 unless terminated earlier as provided in this Section.

This Agreement shall supersede and replace any 2 Party Agreement in place between Edustaff, the Client, or any Constituent School District or Education Service District that is already in force.

Either party may terminate this Agreement for any reason or for no reason upon sixty (60) days written notice to the other party. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement immediately by giving written notice of termination to the breaching party. In the event of termination, Client will pay Edustaff for all of the work performed up to the date of termination. Provisions in this Agreement related to indemnification, insurance, liability, confidentiality, and intellectual property shall survive any termination of the Agreement.

Both parties may agree to extend this agreement with a simple extension addendum identifying this agreement, the parties, and its original termination date, and specifying the length of the extension.



SECTION 4: INVOICE AND PAYMENT

A. AMOUNT OF SERVICE FEES

Client will pay Edustaff for the services provided under this Agreement, as specified in Exhibit B (Pricing).

B. INVOICE PROCEDURES AND PAYMENT OF SERVICE FEES

Edustaff shall invoice Client bi-weekly for all applicable charges for the billing period. Billing will begin once the implementation and transition are complete; and no later than April 30, 2023. The invoice shall, itemize the service rendered and the dates of service. These invoices shall be emailed to the Client-designated contact by Tuesday noon following the applicable billing period. The invoice shall be in the form of a "PDF" document for auditing and an "Excel" document for internal accounting integration. The invoices shall contain the information and detail reasonably required by Client to determine the invoices are accurate and to satisfy reasonably prudent auditing and accounting practices.

Client agrees to pay all invoices (as billed and/or approved) via ACH bank transactions initiated by Edustaff prior to the close of business on the first Wednesday following the date of invoice. Any mutually agreed upon adjustments to an invoice will be applied in the next invoice cycle. In the event of a nonfunded or rejected ACH transaction, Edustaff reserves the right to require a same day payment in the form of a wire transaction from the Client. In the event of chronic non-funded or late transactions, Edustaff may declare a material breach of this Agreement and terminate the Agreement, at which time all unpaid invoices and all charges for services provided and not yet invoiced shall become due and payable.

SECTION 5: LIABILITY, INSURANCE AND INDEMNITY

A. LIABILITY

Edustaff shall indemnify, defend and hold harmless the Client, its board members, officers, directors, employees and agents, from and against all liability, damages, fines, causes of action, losses, costs or expenses (including attorney fees) arising from the actions or omissions by Edustaff, its agents or employees (including Supplied Staff). In the event liability is incurred by Client in part from the acts or omissions of Edustaff, its agents or employees, Edustaff will be responsible for payment of its proportionate share of the damages and attorney fees in proportion to the respective percentages of fault giving rise to such liability.

Edustaff is responsible for the payment of all taxes that are payable as the employer or contractor of Supplied Staff. Edustaff further agrees to indemnify and hold harmless the Client for any liability with the Internal Revenue Service or any State tax agency, as well as local laws and regulations regarding the payment of such taxes on wages paid to its employees, including, but not limited to, withholdings for FICA, Medicare, Social Security and income tax. Edustaff shall indemnify and hold harmless Client and it officers, directors and employees for any claims brought or liabilities imposed against Client, including claims related to workers' compensation, wage and hour laws, employment taxes and benefits. Client shall notify Edustaff when any such claim has been asserted against Client and Client becomes aware of the



applicability of this paragraph. Failure of Client to notify Edustaff within a reasonable period of time of any such claims shall release Edustaff from any liability that it may otherwise incur under this paragraph, provided that the delay caused prejudice to Edustaff or prevented Edustaff from rectifying the claim. Client may be held liable for damages that result from the acts or omissions of the Client or its agents.

Nothing in this Agreement shall be construed as accepting any liability by, or imposing any liability on, any person in his or her individual capacity no matter the position or title held by such person.

B. INSURANCE

Edustaff shall procure and maintain insurance coverage throughout the term of the Agreement as follows:

- **General Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
- **Umbrella Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) per single occurrence and aggregate over the underlying coverages of General Liability and Workers' Compensation Insurance.
- **Employment Practices Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) per single occurrence and aggregate.
- Commercial Automobile Liability Insurance in the amount not less than One Million Dollars (\$1,000,000) covering vehicles owned or leased by Edustaff and used by Supplied Staff. Note: Client is responsible for obtaining insurance that covers Supplied Staff while operating any vehicle in the course of carrying out duties of Client.
- Workers' Compensation Insurance from a licensed insurance carrier or approved self-funded claims pool in accordance with and approved by the State of Oregon.

Client shall procure and maintain in effect throughout the term of the Agreement:

• **General Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

Edustaff general liability insurance policies shall contain an endorsement naming the Client as an additional insured, and such insurance shall be primary concerning the acts/omissions of Edustaff employees. Concerning EPLI insurance, Edustaff's policy applies in excess of all indemnification and insurance that may otherwise be available to the Client. Edustaff insurance policies shall also include language requiring Client to be notified in writing at least thirty (30) days in advance of any change or cancellation of the policies. Edustaff shall provide annually, or upon request, an updated insurance certificate containing coverage categories, limitations, additional insured, policy numbers, coverage dates and underwriting insurance carriers.

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SECTION 6: INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

A. EDUSTAFF'S INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

All Edustaff procedures and process materials are deemed Intellectual Property and/or Confidential Information if identified as "Intellectual Property" or "confidential information." These materials are inclusive of, but not limited to, training materials, process maps and secondary vendor interface procedures. Any documents, whether electronic or otherwise, produced by Supplied Staff while on assignment with the Client are deemed to be the property of the Client and Client shall have rights to use such documents indefinitely.

All information relating to or owned by Edustaff that is clearly marked as confidential or intellectual property shall be held in confidence by Client and will not be disclosed to any third party or used by Client, except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement, or as may be required by law. Edustaff acknowledges Client's obligation to comply with the Oregon Public Records Law and other similar disclosure laws, which may affect the ability to withhold Intellectual Property and Confidential Information. Should Client determine that it may be legally obligated to disclose Edustaff's Intellectual Property or Confidential Information, Client shall provide notice to Edustaff at least three (3) business days in advance of producing any such Intellectual Property or Confidential Information.

Client's obligation of confidentiality extends for a period of twelve months after the termination of this Agreement. Protection by the Client does not apply to information or documents that are independently developed by Supplied Staff in the course of their work for Client, or information which lawfully becomes part of the public domain, or information which the Client gained knowledge or possession outside of any disclosure by or on behalf of Edustaff. After the termination of this Agreement, Edustaff may submit a written request to Client for the return of Edustaff's confidential information or intellectual property. Client will honor that request within 10 business days of the date the request was made unless otherwise prohibited by law.

B. CONFIDENTIAL STUDENT INFORMATION

Edustaff understands that, in connection with the services provided to Client and to the extent permitted by law, Supplied Staff may have access to confidential student records, including records protected under the Family Educational Rights and Privacy Act ("FERPA") and the Individuals with Disabilities in Education Act ("IDEA"). Edustaff acknowledges that any such records will remain under the exclusive control of Client, and will only be disclosed to Edustaff (or other Supplied Staff) as permitted by law. Edustaff further acknowledges that, with respect to confidential student records, Edustaff (and Supplied Staff) are subject to the same laws and regulations governing use and re-disclosure of confidential student records as Client and Edustaff will comply with such laws and regulations.

The parties acknowledge and agree that Edustaff (and Supplied Staff) may be subject to penalties for unauthorized disclosure or misuse of confidential student records under applicable law, including but not



limited to a prohibition against Edustaff (or Supplied Staff) from accessing confidential records for a defined period of time. Any such prohibition would constitute a material breach of this Agreement by Edustaff.

SECTION 7: LEGAL COMPLIANCE

Edustaff will comply with all federal, state and local laws applicable to Edustaff, including but not limited to, Chapters 652 and 653 of the Oregon Revised Statutes, the Fair Labor Standards Act, the Immigration Reform Act, non-discrimination laws, and all other applicable laws pertaining to the services provided under this Agreement.

Compliance with Public Contracting Code. To the extent required by law, Contractor shall comply with the requirements for public contractors under personal services contracts with a public body set forth in ORS 279A.110 (nondiscrimination); ORS 279B.045 (contactor warranty and covenant concerning tax law compliance); ORS 279B.220 (prompt payment of laborers), ORS 279B.020 and 279B.235 (hours of labor, pay equity, employee discussions of rate of pay or benefits), and ORS 279B.230, (payment of medical care and workers compensation).

Edustaff will not discriminate against any applicant. The Parties will not discriminate against Supplied Staff with respect to hire, assignment, or other terms or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin, pregnancy, age, disability, marital status, veteran status, genetic information, or any other characteristic protected by state or federal law. The parties further agree that they will not discriminate against any student or recipient of services under this Agreement due to race, color, sex, religion, national origin, pregnancy, disability or any other characteristic protected by state or federal law. Any breach of this Section will be considered a material breach of the Agreement.

SECTION 8: MISCELLANEOUS

A. ASSIGNMENT

No Party may assign this Agreement, in whole or in part, without the prior written consent of the other Parties. This Agreement shall inure to the benefit of, and be binding upon, the Parties, including their respective legal representatives, successors and assigns.

Edustaff engages secondary vendors to supply certain third party services, such as training and payroll software and services. Utilizing such services is not an "assignment" of this Agreement.

B. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed in all respects by Michigan law.



C. SEVERABILITY

If any provision of this Agreement is invalid or unenforceable, that provision will be enforced to the extent that it is valid and enforceable, and all other provisions of this Agreement shall remain in full force and effect.

D. FORCE MAJEURE

Neither Party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed Party's reasonable control, which may include without limitation fire, natural disaster, earthquake, war, act of terror, accident or other acts of God.

E. NO WAIVER; MODIFICATION

The waiver by either Party of any breach of this Agreement will not be construed to be a waiver of any succeeding breach. All waivers must be in writing, and signed by the Party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the Parties hereto.

F. NOTIFICATION

All notices, consents, approvals, requests and other communications (collectively referred to as "Notices",) required under this Agreement shall be in writing, signed by an authorized representative of Edustaff or Client and mailed by certified or registered mail, return receipt requested, hand delivered, sent by overnight courier or sent by facsimile or electronic mail transmission to the other party as set forth below:

or

First Class Mail: Clark Galloway Edustaff, LLC 4120 Brockton SE Suite 200 Grand Rapids, MI 49512 Email (with receipt acknowledgement) Clark Galloway

Clark@Edustaff.org

All Notices to Client shall be directed to the Superintendent or his/her designee as communicated to Edustaff in writing, at Client's administrative office.

Unless otherwise provided in this Agreement, all Notices shall be deemed served upon the date of hand delivery, the day after delivery by overnight courier, the date of transmission by facsimile or electronic mail, or two (2) days after mailing by registered or certified mail or the earliest of any combination of these. Any Party may, by Notice given under this Agreement, designate any additional or different addresses or recipients to which subsequent Notices should be sent.



G. TAXES

Any taxes and/or fees that arise out of Edustaff's performance of the Services hereunder shall be the responsibility of Edustaff.

H. THIRD PARTY BENEFITS

This Agreement is intended solely for the mutual benefit of the Parties hereto and is not intended to benefit any other person or entity. The Parties expressly agree that no other person or entity is a third party beneficiary under this Agreement.

I. ENTIRE AGREEMENT

This Agreement (which includes Exhibits A, B & C), constitutes the entire agreement between the Parties with respect to the Agreement's subject matter, and supersedes all prior agreements, proposals, responses to requests for proposal, negotiations, representations or communications relating to the subject matter. The Parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

| Client: | | Northwest Regional ESD | |
|---------|------------|----------------------------|--|
| | Ву: | | |
| | Name: | | |
| | Its/Title: | | |
| | Date: | | |
| Edusta | ff, LLC: | | |
| | Ву: | | |
| | Name: | Clark Galloway | |
| | Its/Title: | President/Managing Partner | |
| | Date: | | |



Exhibit A: SCOPE OF SERVICES AGREEMENT

This Scope of Services Agreement is referred to in the Edustaff Master Staffing Agreement as "Exhibit A" and is part of the Master Agreement. By signing this Scope of Services Agreement, the participating educational institution (Client) and Edustaff and agree to the terms of the Master Staffing Agreement and the Responsibilities detailed in this Scope of Services Agreement attached to the Master Agreement.

Edustaff agrees to:

- Marketing & Recruiting: Marketing and recruit qualified individuals for open positions available at Client's
 worksite. The "Marketing & Recruiting Plan" shall be communicated and approved with the Client on an annual
 basis with the plan consistently followed throughout the school year.
- **Screening & Hiring**: Properly screen (based on state and Client requirements), reference check, select, hire, and assign qualified individuals to perform the services.
 - Substitute Teacher Services: It is the intent of the Parties that the Client shall have no employment responsibilities, including employment supervisory responsibility, for Edustaff employees assigned to the Client.
 - o **All Other Supplied Staff**: Edustaff shall either hire one of the existing departmental leaders to train and manage contracted staff or rely on the school's departmental site manager for these tasks.
- Criminal History, Certification, and Required Reference Verification: Edustaff shall conform to any state and Client requirements as it pertains to the processing of criminal history, certification/permitting, and any required unprofessional conduct reference verification. Client shall only be involved in this process to the extent that the state regulatory requirements mandate beyond a non-public school employer of supplied staff for the Client.
- **Training:** Supply the following training:

o Substitute Teachers:

- Training Modules: Bloodborne Pathogens, Sexual Harassment, Guide to Substitute Teachers, FERPA Laws, Seclusion & Restraint, Active Shooter, Allergy Management, State & Federal K-12 Laws.
- Face to face Training: 2-hour workshop with emphasis on practical classroom management skills
- Ongoing Training: Monthly distribution of topic-based training videos called "Sub Talk".
- Materials: Edustaff Policy & Procedures Manual & Classroom Workbook Manual
- **District-Specific Materials & Training:** Client may attach additional materials or training to our active workshop.
- Non-Substitute Teachers: Edustaff shall provide non-positional training to include the above needed
 Training Modules. All "positional specific" training shall be conducted by the Client's assigned site
 manager.
- **Employer Duties**: Perform all duties of the employer, including, but not limited to, making all wage payments to and applicable wage deductions for and on behalf of Edustaff's employees and agents providing services under this



Agreement, as specified previously in this Agreement. It is the intent of the Parties that Edustaff shall be the sole employer for all individuals assigned to the Client pursuant to this Agreement.

- Information & Auditing: Provide an electronic information file for state informational submission by Client submission and access to desired supplied staff information for certification and criminal history audits. Edustaff shall supply a database of suppled staff certification and abilities for Client placement needs. Edustaff will provide itemized invoices to the Client. Invoices shall include job number, person for whom the substitute was secured, the number of hours/days worked and the total amount owed to Edustaff.
- **Dispatching**: Manage all substitute information in the AESOP (Dispatch) system. AESOP shall be used for primary dispatching of substitute services. Daily, Edustaff shall monitor and augment AESOP's dispatching placements with additional staff as able until 10:00am for positions still unfilled during the current day.
- Liability & Injury: Be responsible for any claims for workers' compensation benefits or personal injury claims for job-related bodily injury or death asserted against the Client by any Edustaff employees or, in the event of death, by their personal representatives, as previously noted. Client agrees to assist with initial injury reporting and investigations.
- **All Other Duties**: Perform all duties required pursuant to this Agreement, and any other duties which may be necessary to ensure full performance of the substitute services required by this Agreement.

Client (District and/or ESD) agrees to:

Initial startup:

- Attend initial Edustaff implementation meeting and subsequent payroll/ process training meeting and provide all appropriate Client contact information necessary to carry out Scope of Services
- Provide a list of current Client employees or providers who are being terminated/removed in favor of the contracted services being provided by Edustaff
- Provide Edustaff with a copy of all policies and procedures that will apply to Supplied Staff in the performance of services for Client
- Provide appropriate meeting space and technology access for Client training and contracted staff orientation meetings

• Communications & Material:

- Supply informational material or appropriate access to information to all Supplied Staff, as deemed necessary by Client in order for successful execution of required tasks, such as building or assignment orientation, emergency procedures, etc.
- Promptly contact Edustaff in the event any Edustaff employee or Supplied Staff violates any policy or procedure of Client, or if Supplied Staff is involved in any accidents or injuries
- Allow for Edustaff onsite performance evaluations and mediate parental/student interaction with Edustaff

Information Flow Controls:



- Follow procedures as outlined by "Payroll Timeline Document"
- Annually review with Edustaff policies and rates prior to August 1st for local competitiveness and trends
- Manage and systemize all non-substitute information and controls in the automated dispatch system

• Payment of Services:

- Pay Edustaff invoice via Edustaff-initiated ACH accordance to the payroll processing timeline document, unless otherwise agreed upon within the Master Agreement.
- If applicable, reconcile absences in dispatch system to include proper assigned pay codes for stair step rates and long-term assignments on a timely basis as outlined by the "Payroll Timeline Document"

IN WITNESS WHEREOF, the parties agreed and have accepted the terms of the Master Agreement and this Scope of Services.

| Client | :: | Northwest Regional ESD |
|--------|------------|------------------------|
| | Ву: | |
| | Name: | |
| | Its/Title: | |
| | Date: | |
| | | |
| Edust | aff, LLC: | |
| | Ву: | |
| | Name: | Clark Galloway |
| | Its/Title: | President |
| | Date: | |
| | | |

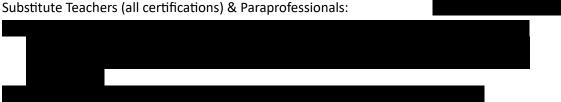
Page 1 of 2



Exhibit B: Pricing Schedule

Note: Portions of this document have been redacted under ORS 192.345(2) as they are trade secrets conditionally exempt from public disclosure.

Classroom-Based Substitute Staff:



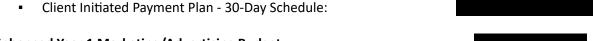
Other Substitute Staff:

- General Admin/Clerical Staff
- Food Service / Table-Side Lunchroom Aides:
- Event Materials Handling / Aquatic / Security:
- Maintenance / Custodial / Mechanical:



Alternate Payment Options (in lieu of Edustaff-Initiated ACH Plan):

Client Initiated Payment Plan - 15-Day Schedule



Enhanced Year 1 Marketing/Advertising Budget:

Edustaff will allocate an increased budget

Contract Rate Includes:

- Local Edustaff staff assigned to NWRESD region with weekly office hours at NWRESD
- All marketing, advertising, and recruiting outlined in marketing plan
- Contract rate inclusive of Oregon sick-time with no sick-time costs billed to the ESD or districts
- No advance payment or depository requirements
- ESD and districts may hire directly from Edustaff's sub pool at no cost

2023 Oregon Family Leave Act: The new Oregon Family Leave Act requires an employer payroll contribution of .40% of gross payroll effective January 1st, 2023. To account for the additional cost required by this new law, Edustaff will increase the contract rates listed above by .40% on July 1, 2023.

Future Federal & State Payroll Tax Adjustments: If the overall cost associated with Edustaff's payroll taxes, required benefits, and other taxes and assessments substantially increase (by more than 0.50% of payroll) during the term of the agreement, contract rate pricing will increase proportionately, with 15 (fifteen) days of written and substantiated notice to Client.



Page 2 of 2



| Client: | Northwest Regional ESD | |
|----------------|------------------------|--|
| Ву: | | |
| Name: | | |
| Its/Title: | | |
| Date: | | |
| | | |
| Edustaff, LLC: | | |
| Ву: | | |
| Name: | Clark Galloway | |
| Its/Title: | President | |
| Date: | | |



Exhibit C – Acknowledgement and Agreement of Constituent District

By Signing below, the following Constituent District or ESD acknowledges that they have reviewed the Three Party Agreement between Edustaff and Northwest Regional ESD, including Exhibits A and B ("the Agreement"), and pursuant to their authority to enter into contracts to engage independent contractors to carry out their general powers and authority, hereby agree to become a party to the Agreement:

| DISTRICT/ESD: | |
|---------------|--|
| Ву: | |
| -7. | |
| Name: | |
| Its: | |
| Date: | |



January 10, 2023

TO: Board of Directors

FR: Valerie White, Board Secretary

RE: OAESD Officer Council Nominations 2022-23: Chair-Elect and President-Elect

EXPLANATION:

<u>January</u> - Local Boards may nominate eligible members of their own or other ESD boards for Chair-Elect. Superintendents may nominate themselves or other ESD superintendents for President-Elect. Nominations will be turned in to the OAESD Executive Director no later than January 27, 2023.

<u>February-mid March</u> - Local Boards will cast their votes for Chair-Elect. Superintendents will cast their votes for President-Elect. Results will be turned in to the OAESD Executive Director no later than March 17, 2023.

<u>March</u> - The results of the elections will be announced on March 20, which will allow the newly elected Officers to participate in the Officer Council meeting being held on April 6.

PRESENTER(S): Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS: OAESD Officer Council Nominations Materials

RECOMMENDATION: N/A

PROPOSED MOTION: "I move that the NWRESD Board of Directors nominates [Director Name] for the 2023 OAESD Officer Council."

OAESD Officer Council Election Information - 2023

General Description: The Officer Council consists of the officers of OAESD. These are the Chair, Chair-Elect, and Past Chair of the OAESD Board and President, President-Elect, and Past President of the OAESD Superintendents' Council. The term of office for the officers shall be one year in each role. Any officer may be elected to no more than two successive terms. The Chair-Elect and President-Elect succeed the Chair and President, respectively. Past practice has been for each ESD Board to have the opportunity to nominate a candidate for the position of Chair-Elect and for each member ESD superintendent to have the opportunity to nominate a candidate for President-Elect.

The nomination and election timeline for 2023 will be as follows:

January - Local Boards may nominate eligible members of their own or other ESD boards for Chair-Elect. Superintendents may nominate themselves or other ESD superintendents for President-Elect. Nominations will be turned in to the OAESD Executive Director no later than January 27.

February-March - Local Boards will cast their votes for Chair-Elect. Superintendents will cast their votes for President Elect. **Results will be turned in to the OAESD Executive Director no later than March 17.**

March - The results of the election(s) will be announced on March 20, which will allow the newly elected Officers to participate in the Officer Council meeting being held on April 6.

Bylaw Language Pertaining to the Officer Council: The Officers Council is charged with implementing the purposes of OAESD, including but not limited to:

- 1) Creating a job description, recruiting, interviewing and hiring of the Executive Director to administer the effective implementation of the purposes of OAESD.
- 2) Entering into and administering the employment contract for the Executive Director.
- 3) Conducting an annual review of the Executive Director and report the results of the review to the Governance Council. The Past-President shall facilitate such annual review.
- 4) Dismissal or non-renewal of the contract for the Executive Director.
- 5) Interviewing and hiring of the Director of Government Relations.
- 6) Entering into and administering the employment contract for the Director of Government Relations.
- 7) Conducting an annual review of the Director of Government Relations. The Past-President shall facilitate such annual review.
- 8) Dismissal or non-renewal of the Director of Government Relations.
- 9) Advising the Executive Director in contracting with member ESDs for fiscal, website and executive secretary services, and other administrative services necessary to carry out the functions of OAESD.
- 10) Advising the Executive Director in developing an annual work plan, including communication strategies, for OAESD to provide priorities for the Association.
- 11) Advising the Executive Director in creating an annual schedule of meetings and other events.
- 12) Advising the Executive Director in creating a proposed annual budget for OAESD
- 13) Advising the Executive Director in planning Association conferences and workshops.
- 14) Advising the Executive Director in developing agendas, call, publicize, chair and arrange for minutes to be taken for all official OAESD meetings of the OAESD Governance Council.
- 15) The President-Elect shall serve as Chair of the Legislative Committee.
- 16) The Chair-Elect shall serve as OAESD Representative to the Ex-Officio position on the OSBA Board of Directors.

2022-23 OAESD Officer Council - Nomination Form

| Position (check 1): | Chair-Elect: | President-Elect: |
|---|--------------|----------------------------|
| Name of Naminas | | |
| name of nominee: _ | | |
| ESD: | | |
| Nominated by: | | |
| Date: | | |
| The Nominee has be serve if elected (che | | nination and has agreed to |
| Yes No | | |



END OF PACKET FIN DEL PAQUETE

EXECUTIVE & REGULAR MEETING REUNIÓN EJECUTIVA Y ORDINARIA

> January 10, 2023 10 de enero de 2023

> > CONTACT/CONTACTO

Valerie White vwhite@nwresd.k12.or.us