



Northwest Regional
Education Service District

BOARD PACKET
MATERIALES DE LA MESA
DIRECTIVA

General Session - Sesion general

September 12, 2023 - 12 de septiembre de 2023
4:30 pm

Questions?
Contact vwhite@nwresd.org



Northwest Regional Education Service District

Welcome to this Public Meeting of the NWRESD Board of Directors
September 12, 2023 – Columbia Service Center
800 Port Avenue, St. Helens, OR 97051
Executive Session & General Session
Agenda Item Times Are Estimates

Executive Session

Virtual Meeting Registration Link

4:30 PM 1. CALL TO ORDER [Executive Session Statement](#) Chair Dougherty
Board: Becky Tymchuk, Chris Riley, Doug Dougherty, Ernest Stephens, Maureen Wolf, Miriam Meneses-Rios, Ross Tomlin, Tony Erickson, Yadira Martinez
Staff: Dan Goldman, Debbie Simons, Jordan Ely, Valerie White
Guests: Brett Mersereau & Beth Plass - legal counsel

[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.

5:00 PM 2. ADJOURN Chair Dougherty

General Session

Virtual Meeting Registration Link

5:00 PM 1. CALL TO ORDER Chair Dougherty

5:02 PM 2. PLEDGE OF ALLEGIANCE / LAND ACKNOWLEDGEMENT Chair Dougherty

5:04 PM 3. AGENDA REVIEW/REVISION Chair Dougherty

5:06 PM 4. SUPERINTENDENT'S REPORT Dan Goldman
A. [Superintendent's Office Report](#)

5:15 PM 5. RECOGNITION AND GOOD NEWS T. Goldner, T. Zell, Sabi Velasco, Yesenia and Saray Flores
A. [Amazing Minds Child Development Center](#)

5:21 PM 6. PUBLIC COMMENT Chair Dougherty
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.

5:34 PM 7. CONSENT AGENDA
A. [Approve July Board Work & General Session Minutes](#) Valerie White
B. [Approve 2023-24 Superintendent Goals](#) Dan Goldman
C. [Approve 2023-24 Board Goals](#) Dan Goldman
D. [Approve 2023-24 Board Committees](#) Dan Goldman
E. [Approve 2023-24 Board/Superintendent Working Agreements](#) Dan Goldman
F. [Approve July/August Personnel Reports](#) Debbie Simons
G. [Adopt Policies: JGE - Expulsion](#) Debbie Simons

	H. Approve St. Mary's Agreement	Cathy Jensen
	I. Approve Inflexion Contract	John Peplinski
	J. Approve 2022-23 NWRESD Annual Report to ODE	Tracey Goldner
	K. Approve University of Denver LEAP Contract	Stacy Rager
	L. Approve Edupoint Synergy renewal	Stuart Long
	M. Approve Tyler Technologies School ERP Pro renewal	Stuart Long
	N. Approve Follett Destiny renewal	Stuart Long
	O. Approve Frontline Forecast5 renewal	Stuart Long
	P. Approve Oregon Childcare Alliance Grant	Eva Manderson
	Q. Approve Clatsop County Child Care Retention and Expansion Collaborative	Eva Manderson
	R. Approve NW Regional CCRR Grant	Eva Manderson
5:35 PM	<u>8. REPORTS AND DISCUSSION</u>	
	A. Regional Early Literacy Initiative	R Blasquez
	B. Hillsboro Early Learning Facility Project	D Kuykendall, J Ely, T Hendrickson & J Vandershuere
	C. First Read: Policy DD & DJ	Jordan Ely
	D. Annual Insurance Coverage	D. Simons & G.Sinclair
	E. Administrative Reports	Valerie White
6:05 PM	<u>9. ACTION ITEMS</u>	
	A. Approve Resolution 23-014 - National Hispanic Heritage Month	SZ Liwaru
	B. Approve September 2023 Financial Report	Jordan Ely
	C. OSBA Board and Legislative Policy Committee Nominations	Valerie White
6:30 PM	<u>10. BOARD MEMBER COMMENTS</u>	Chair Dougherty
6:30 PM	<u>11. ADJOURN</u>	Chair Dougherty



PLEDGE OF ALLEGIANCE

THE LAND UPON WHICH WE STAND.



INDIGENOUS LAND ACKNOWLEDGEMENT

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

-Adapted from Delilah Friedler

RECONOCIMIENTO DE TIERRAS INDÍGENAS



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

-Adaptado de Delilah Friedler



SUPERINTENDENT'S REPORT



Superintendent Office Report

September 2023

And We're Off

All-in-all, we've had a very positive start to the year. As I write this report, a number of our districts have already begun with students, while some are starting after Labor Day. This dichotomy moved our staff professional learning days earlier than normal, so I'd like to start tonight by recognizing and appreciating the flexibility of NWRESD educators who juggled their calendars regardless of the program they support or the district they are working in.

Our all-staff convocation was focused on how to personalize equity and anti-racism work in our every day practice. Liwaru's keynote was fantastic and Doug did a great job acknowledging our staff who've hit significant longevity milestones. If you'd like to watch the morning event, you can find the recording [here](#). After LIWARU's keynote, staff joined one of twelve workshop options led by staff across the agency; those materials can be found [here](#). I attended a workshop focused on an introduction to Liberatory Design led by Katie Jones from our Office of Equity & Family Partnerships. Liberatory Design is a creative, human-centered continuous improvement approach with the goal of educational equity at its core that supports design with those most impacted by our programming.

In the days following our all-staff inservice, department level teams worked together to uplift a number of important practices aligned to the Board's strategic plan; specifically, using an MTSS framework for serving children, culturally sustaining evaluation practices, and developing authentic, reciprocal, and inclusive community partnerships.

Early Learning Funding

A reminder that we are actively engaging with key legislators across the region and state to address the severe funding shortfall for EI/ECSE. Through all the ups and downs of our last session, the net effect for our EI/ECSE funding was a reduction of over \$4m. We are cautiously optimistic that, with significant advocacy, additional funds will become available in the short session as there is widespread agreement that this program was underfunded. I have agreed to help coordinate this effort for OAESD.

We have been urged by a number of elected officials to “overspend” the first year of the biennium to avoid drastic cuts as they work on a potential fix in the February session. But without assurances and a continued disagreement on enrollment data at the state-level, we are proceeding conservatively. We were forced to reduce “preschool partnership” funding to our districts (over \$1m in cuts) that was supporting increased access to half- and full-day school district preschool for children with disabilities. This includes nearly \$800k for Beaverton Schools alone. Also, we have not filled approximately 20 budgeted positions, but managed to avoid staff layoffs; we were only able to avoid laying off staff by budgeting approximately \$1m additional spending than appropriated by the legislature. This additional expenditure is supported by ODE, who has released additional funds for the first year of the biennium - again with the hope that the legislature provides relief in the short session. If this relief does not come, I am afraid that cutting frontline and support staff in EI/ECSE will be inevitable.

The silver lining - if there is one - is that EI/ECSE has seen a significant funding increases in the prior two biennia (2019-21 & 2021-23). Statewide services to young children experiencing delay and disabilities has improved over time, but still we are falling well short of what ODE states is “adequate” funding (Current statewide funding = \$328m; Adequate statewide funding = \$377m).

Licensed Contract Negotiations

As the Board knows, we have yet to settle a new contract with the licensed union. While we are far apart on financials, the teams have made good progress in other areas. What this means for licensed staff is that we are still operating under the 2021-23 collective bargaining agreement.

Because the divide on financials is significant, and because we have far exceeded the 150-day required bargaining timeline, the teams agreed that mediation is necessary. Mediation can take months, so we still have bargaining sessions planned in the meantime with the hopes that we can reach a fair settlement for our staff while balancing the financial realities of the agency and our duty to serve kids. I appreciate that these are difficult discussions and that the teams have continued to remain positive and productive.

Facilities

Later tonight, the Board will hear about our progress with the development of our new early learning facility in Hillsboro. As a reminder, this project was funded by strategic use of ESSER funds in addition to a bond sale last spring. In addition to this exciting project, we have completed our move of the Clatsop Service Center from Seaside to Astoria. Of course, it takes time to settle into a new environment and to work out the operational kinks, but we are excited to co-locate with the Astoria School District who shares our commitment to expanding early learning access.

Kelsey & Megan

I'm happy to report that two members of my executive team that the Board hears from often have new additions to their families. Kelsey had her baby girl on August 10 - welcome Zosia!! Mom is doing well. And, on August 22, Megan gave birth to a healthy baby boy, Garnett. She and her family are also doing great. Adorable...

Zosia



Garnett



In their absence, Tracey Goldner, John Peplinski, Stacy Rager, Brian Bain and Cathy Jensen have shouldered a lot of additional responsibilities. Huge kudos to our team for pulling together and working extremely hard to sustain important work at the ESD.



RECOGNITION & GOOD NEWS



5825 NE Ray Circle Hillsboro,
OR 97124-6436

Aug 3, 2023

To Sabi Velasco, Yesenia Flores and Saray Flores of Amazing Minds Childhood Development Center:

It is my pleasure to inform you that our board of directors plans to recognize you or a representative from your preschool at their upcoming regular board meeting, scheduled to take place on September 12 at 5:00 pm at our Columbia Service Center ([800 Port Avenue St. Helens, OR 97051](https://www.nwresd.org/locations/columbia-service-center)). Please let us know if you need a virtual option to attend.

Jenny Youngblood, Early Childhood Special Education Teacher and Sheyanne Farr-Baenziger, Speech Language Pathologist have nominated you for this recognition:

"We serve two fantastic sites, Amazing Minds #1 and Amazing Minds #2, who have just blown us away this year with their excellent teaching, openness to implement supports, and connection with children. The children we serve have made so much progress this year because of their commitment to excellence. These sites are run by two sisters and a mother and are also part of the preschool promise program."

You can also read a recent story about the partnership posted to [nwresd.org](https://www.nwresd.org).

Our board will ask questions to better understand the partnership, such as:

- What have you and your staff learned while working with our EI/ECSE team?
- What barriers do preschools face when creating inclusive opportunities? What would you say it takes to overcome those barriers?

The "Recognition and Good News" agenda item is scheduled to take place at 5:15 p.m. It typically takes 10 to 15 minutes to get through introductions and board questions. Please RSVP and direct any questions to Valerie White at vwhite@nwresd.k12.or.us or 503.614.1401. [Meeting information is posted at nwresd.org](https://www.nwresd.org). A complete agenda will be posted to this page by the Friday before the board meeting is scheduled to take place.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dan Goldman', with a stylized flourish at the end.

Dan Goldman
Superintendent

■ Clatsop County
503-325-2862
785 Alameda Avenue
Astoria, OR 97103

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

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

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



PUBLIC COMMENT



CONSENT AGENDA



Northwest Regional Education Service District

Welcome to this Public Meeting of the
NWRESD Board of Directors
Work Session

July 18, 2023 10:00 AM
Seaside High School Library

CALL TO ORDER - Vice Chair Dougherty called this work session to order at 10:08 am.

ATTENDANCE - Board: Becky Tymchuk, Chris Riley, Doug Dougherty, Maureen Wolf, Miriam Meneses-Rios, Yadira Martinez; Virtual: Ernest Stephens, Tony Erickson
Staff: Dan Goldman, Valerie White, SZ Liwaru, Troy Kujala, Aaron Sackett, David Williams

WELCOME | CONNECTING THROUGH STORY CIRCLES - Director of Equity & Family Partnerships, S Liwaru, presented story circles as an opportunity for small groups to connect and bring their full, authentic selves to the table. Liwaru shared a video of students within our districts commenting on their experiences after participating in a story circle.

Then, board members shared their stories via prompts provided by Liwaru, learning a good deal about each other.

STRATEGIC PLAN REVISION THROUGH 2026 - Departing Chief of Staff, David Williams, presented the 2020-2026 Strategic Plan Revision to the board. Superintendent Goldman highlighted the most obvious changes to the strategic plan. The Board focused much of their discussion on how action plans would be used to deepen strategic work across the agency.

ANNUAL BOARD GOALS - Superintendent Goldman reviewed the board's work on their 2022-23 goals. He introduced proposed goals for 2023-24. Engagement, monitoring of the strategic plan, maintaining high attendance at board meetings and ensuring board/superintendent working agreements are known, practiced and monitored. Director Riley commented that the NWRESD is a great board and that the proposed goals looked appropriate. Vice Chair Dougherty commented that goal #2, regarding strategic plan monitoring, is one of the most important, ensuring that we are on the right path throughout the year.

BOARD WORKING AGREEMENTS - Superintendent Goldman reviewed the three documents included in board working agreements: Board Roles & Responsibilities, Board & Superintendent Operating Agreements and Agreements for Board Meetings, Work Sessions & Executive Sessions. The desire is for these agreements to be a model for other districts' boards. The board was invited to read through the documents and discuss in small groups what they agree with, what is a struggle, any 'a-ha' moments and what may be missing or needing revision. Director Erickson noted how much work Superintendent Goldman does for the board and how his communication is invaluable. Director Martinez asked about social media and board members' social media presence - Superintendent Goldman asked board members if they thought the short passage about social media use was enough or if there should be more explicit language. The board agreed that the existing language is appropriate. Director Wolf asked if one of the additional duties of the board, Adopting the budget and levying taxes, should be included in the list of primary responsibilities as Fiscal Stewardship. Director Tymchuk asked for clarification whether negotiating contracts with staff includes setting compensation levels. Director Stephens asked support of the strategic plan mission and vision be included in board responsibilities. Superintendent Goldman agreed to draft proposed language to address each of these subjects prior to formal adoption in September.

[ANNUAL SUPERINTENDENT GOALS](#) - Superintendent Goldman reviewed his 2022-23 goals, commenting on what he saw as areas for improvement, and asked board members if they saw any others. He then introduced the 2023-24 Proposed Superintendent Goals - making note that many of his goals become the goals of his staff - and, therefore, are a team effort. The board was asked if there was anything missing. Director Martinez noted that goal #2 is very important and at the heart of our service. Director Erickson asked about goal #3 having not been met last year and what the plan is to ensure that goal is met this year. Superintendent Goldman responded that licensed evaluations have been expanded by position and this year including racial equity performance standards will be part of Chief Human Resource Officer Debbie Simon's goals for the year. Director Tymchuk asked what processes are used to evaluate the performance of the Superintendent. The board discussed the nature of the Superintendent's annual 360 evaluation and review of data related to his annual goals.

[BOARD COMMITTEES](#) - Superintendent Goldman introduced the board committee list and noted that, after members' preferences are considered, the board chair is responsible to assign board members to committees. Director Meneses-Rios asked if her continued membership on the NWRES D Foundation Board is appropriate, to which Superintendent Goldman stated it is.

[BOARD PRESENTATION SCHEDULE](#) - Superintendent Goldman introduced the draft board presentation schedule for the year's board meetings. This allows board members to be aware of when issues may be discussed and allows NWRES D staff to be well prepared for each meeting. Superintendent Goldman answered questions of board directors about specific topics.

[NWRES D ORGANIZATION](#) - Superintendent Goldman introduced the 2023-24 Organizational Chart and changes from last year to this year. Due to David Williams' departure, the Chief of Staff position will be discontinued and a Governmental Affairs position will replace this. Superintendent Goldman is anticipating contracting with a lobbyist for this school year as he feels it is likely too late in the year to be finding appropriate Governmental Affairs personnel. The remainder of the Organizational Chart was reviewed, especially new staff, and staff leaves of absence were discussed with the board as well as back up plans for those leaves.

[ADJOURN](#) - Vice-Chair Dougherty adjourned this work session at 2:08 pm



Northwest Regional Education Service District

Welcome to this Public Meeting of the NWRESD Board of Directors

Executive & General Session - July 18, 2023
Seaside High School Library

Executive Session

CALL TO ORDER - Chair Tomlin called this executive session to order at 2:19 pm

ATTENDANCE - Board: Becky Tymchuk, Chris Riley, Doug Dougherty, Maureen Wolf, Miriam Meneses-Rios, Yadira Martinez; Virtual: Ernest Stephens, Ross Tomlin, Tony Erickson. Staff: Dan Goldman, Valerie White, Debbie Simons, Jordan Ely

192.660(2)(d) To conduct deliberations with persons you have designated to carry on labor negotiations.

ADJOURN - Chair Tomlin adjourned this executive session at 2:48 pm.

General Session

CALL TO ORDER - Chair Tomlin called this general session to order at 2:53 pm

ATTENDANCE - Board: Becky Tymchuk, Chris Riley, Doug Dougherty, Maureen Wolf, Miriam Meneses-Rios, Yadira Martinez; Virtual: Ernest Stephens, Ross Tomlin, Tony Erickson. Staff: Dan Goldman, Valerie White, Debbie Simons, SZ Liwaru, Jordan Ely, David Williams. Guests: Amber Eaton, Kieron Spellman

PLEDGE OF ALLEGIANCE / LAND ACKNOWLEDGEMENT - Chair Tomlin led the pledge of allegiance. Vice Chair Dougherty recited the land acknowledgement.

ELECTION OF BOARD CHAIR/VICE CHAIR

Election of Board Chair - Chair Tomlin entertained a motion by Director Riley to nominate Director Doug Dougherty as the 2023-24 Board Chair. The motion was seconded by Director Wolf and approved unanimously.

Election of Board Vice Chair - Chair Dougherty entertained a motion by Director Riley to nominate Maureen Wolf as the 2023-24 Board Vice Chair. The motion was seconded by Director Erickson and approved unanimously. Superintendent Goldman led Directors Dougherty and Wolf through the oath of office for Chair and Vice Chair, respectively.

NEW MEMBER OATHS - Superintendent Goldman led Directors Meneses-Rios, Stephens, Dougherty and Tymchuk through the oath of office for Board Positions as presented.

Policy BBBA: Board Member Qualifications Policy BBBB: Board Member Oaths

Appointed Position B - Social Services: Miriam Meneses-Rios

Appointed Position C - Business: Ernest Stephens

Elected Position 2: Doug Dougherty

Elected Position 5: Becky Tymchuk

AGENDA REVIEW/REVISION - none

PUBLIC COMMENT - none

CONSENT AGENDA - Chair Dougherty entertained a motion by Director Riley to approve the consent agenda as presented. The motion was seconded by Vice Chair Wolf and approved unanimously.

[Approve June Board Meeting Minutes](#)

[Approve June Personnel Reports](#)

[Approve Designations, Authorizations, and Appointment for 2023-24](#)

[Approve June 2023 Monthly Financial Report](#)

[Approve SchoolLinks Contract](#)

[Approve Coordinated Enrollment Services Grant Award](#)

[Approve Regional next-generation anti-virus software purchase](#)

REPORTS AND DISCUSSION

[OAESD Executive Director Report](#) - Guest Amber Eaton, with OAESD, presented her report for the year and answered questions of the board and superintendent. Chair Dougherty asked Amber what plans are in place for the year to increase staffing for ESDs throughout Oregon. Ms. Eaton explained all the programs which are in place and acknowledged the difficulty of hiring and retention. Superintendent Goldman acknowledged the difficulty of this year's legislative session. He also thanked Amber for her work and the relationships, throughout the state, with all Oregon ESDs.

ACTION ITEMS

[Approve Opsis Architecture Contract](#) - Guest Kieron Spellman presented the process and plans for the Aloclk Bond Construction Project. Chair Dougherty inquired if students were included in the planning process for renovations. Mr. Spellman noted that for middle and high school builds, this was definitely possible. Chair Dougherty entertained a motion by Director Riley to approve the Opsis Architecture Contract as presented. The motion was seconded by Director Stephens and approved unanimously.

[Approve Strategic Plan Revision 2020-2026](#) - Chair Dougherty entertained a motion by Vice Chair Wolf to approve the 2020-26 Strategic Plan Revision as presented. The motion was seconded by Director Riley and approved unanimously.

BOARD MEMBER COMMENTS N/A

ADJOURN- Chair Dougherty adjourned this general session at 3:34 pm.

PUBLIC PARTICIPATION IN BOARD MEETINGS

1. A speaker may complete a Public Comment Card and give it to the Board Secretary prior to the beginning of the meeting when held in-person. After being recognized by the Board Chair, the speaker will sit at the presenter's table and identify themselves with their full name and address, and stating their purpose in addressing the Board.
2. A speaker may complete the [Public Comment Request](#) online at least one hour prior to the beginning of the meeting when held virtually. After being recognized by the Board Chair, the speaker will be invited to the virtual panel and identify themselves with their full name and address, and stating their purpose in addressing the Board.
3. A group of visitors with a common purpose should designate a speaker for the group.
4. Comments or statements by members of the public are limited to 3 minutes and should be brief and concise unless otherwise authorized by the Chair.
5. Speakers may comment on a topic not on the published agenda, however, the Board - at its discretion - may require that the proposal, inquiry, or request be submitted in writing. The Board reserves the right to refer the matter to the administration for action or study and to report at a subsequent meeting.
6. Speakers may offer objective criticism of district operations or programs but the Board will not hear complaints concerning specific district personnel. Complaints against individuals must be addressed by following the steps in Policy KL ("Public Complaints") and Procedure KL-AR ("Complaint Form").
7. The Board appreciates community members sharing information during public comments. The Board will listen, but not comment, on information heard. Following the meeting, the chair, vice chair and superintendent will together determine the response.
8. These procedures will be published on the back of every Board meeting agenda.



Northwest Regional Education Service District

September 12, 2023

TO: Board of Directors
FR: Dan Goldman, Superintendent
RE: Approve 2023-24 Superintendent Goals

EXPLANATION:

In their July work session, the Board worked together with the Superintendent towards drafting relevant goals for the coming academic year. The Board will have an opportunity to review and approve the Superintendent's goals for the 2023-24 school year.

In its last evaluation of the Superintendent, the Board commended the Superintendent in the following areas:

- The rapid expansion of early learning throughout the region;
- The technical assistance provided to component school districts;
- The strong, continued work and accomplishments in equity;
- The commitment to high values and ethics, as well as strong leadership of your team and the organization; and
- The focus on the budget and legislation that impacts education, growing program offerings in districts, effective communication and staff empowerment.

The Board also communicated its desire for the Superintendent to:

- Continue pursuing equitable solutions among the Regional Superintendent Council, especially engaging smaller districts and those with recent leadership changes; and,
- Continue to focus on his work/life balance.

PRESENTER(S): Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS: [2023-24 Superintendent Goals](#)

RECOMMENDATION: To approve the 2023-24 Superintendent Goals as presented.

PROPOSED MOTION: "I move to approve the 2023-24 Superintendent Goals, as presented."



Northwest Regional Education Service District

2023-24 Superintendent Goals

Dan Goldman

OVERVIEW & PURPOSE

Each summer, the Superintendent and Board will collaborate towards setting actionable, relevant and measurable Superintendent goals for the coming academic year. Progress towards the following goals will be utilized by the Board as a component of the annual evaluation of the Superintendent.

The Board has communicated its desire for the Superintendent to 1) continue pursuing equitable solutions among the Superintendents' Council, especially engaging smaller districts and those with recent leadership changes; and 2) continue to focus on work/life balance.

Goal 1: NWESD school district's are supported, engaged, and receive excellent service

The Superintendent will:

1. Ensure ESD services to component school districts are responsive and utilized as measured by annual [superintendent and district leader survey](#) (Strategy 6.1).
2. Ensure that at least 90% of component school district boards approve the LSP by March 1, 2024 (Strategy 6.1).
3. Ensure that 50% of component school districts are participating in the ESD's Early Literacy professional development series (Strategy 3.1).
4. Ensure all component school districts under 2000 ADMw benefit from the ESD Integrated Guidance Technical Assistance Team to relieve administrative requirements for state grants and contracts (Strategy 6.1).

Goal 2: Elevate equity, anti-racism, and community/family partnership efforts

The Superintendent will:

5. Embed new racial equity standards within the professional evaluation system and train staff and administrators to effectively leverage them for instructional improvement (Strat Plan 3.4).
6. Ensure Equity Learning Teams are actively engaged in liberatory design practices towards improving outcomes for historically marginalized learners (Strat Plan 1.1).

Goal 3: Recruit, support and retain talented and diverse staff

The Superintendent will:

7. Ensure all new NWRESD staff members receive equity-focused professional development within their first 90 days of employment as a part of required onboarding (Strat Plan 1.2).
8. Expand employment pathways to ensure the region benefits from the strengths and assets of a racially diverse workforce (Strat Plan 1.5)
9. Develop leadership skills of new ESD administrators via a comprehensive New Administrator Academy focused on supervision & evaluation, instructional and anti-racist leadership, systems management, and creating positive climate and culture (Strat Plan 1.6).

Goal 4: Make demonstrable progress in aligning region-wide academic and operational efforts to the Board-adopted strategic plan.

The Superintendent will:

10. Ensure Department and Site-Level Action Plans are highly aligned to Strategic Plan priorities (Strat Plan 5.1)
11. Report interim and summative progress to the Board (twice-annually) indicating progress towards fulfilling the promise of the Strategic Plan.

Goal 5: Sustain the ESD's solid financial position and ensure resources are aligned to strategic priorities.

The Superintendent will:

12. Ensure the Hillsboro Early Learning Center (Aloclek) project progresses on time and within budget.
13. Evaluate the physical capacity of our current K-12 SEL school facilities to meet the needs of component districts.
14. Produce a proposed budget that maintains a minimum of 10% operating revenue in reserves, net of the beginning fund balance (Strat Plan 6.5).
15. Produce a proposed budget plan that clearly aligns resources to Strategic Plan priorities (Strat Plan 6.2).
16. Improve security in online educational environments across the region (Strategy 6.4).



Northwest Regional Education Service District

September 12, 2023

TO: Board of Directors
FR: Dan Goldman, Superintendent
RE: Approve NWRESD Annual Board Goals

EXPLANATION: In their July work session, the Board worked together towards drafting relevant governance performance standards for the coming academic year. The Board will have an opportunity to review and approve their governance goals for the 2023-24 school year.

PRESENTER(S): Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS: [2023-24 Board Goals](#)

RECOMMENDATION: To approve the 2023-24 Board Goals, as presented.

PROPOSED MOTION: "I move to approve the 2023-24 Board Goals, as presented."



Northwest Regional Education Service District

2023-24 NWRESD Board Goals	
Goal One	Each board member will engage on ESD board committees, OAESD and/or OSBA work group
Goal Two	Ensure regular monitoring Strategic Plan implementation
Goal Three	Maintain a minimum of 90% attendance rate at board meetings and arrive prepared to discuss board materials.
Goal Four	Ensure board/superintendent working agreements are known, practiced and monitored.



Northwest Regional Education Service District

September 12, 2023

TO: Board of Directors

FR: Dan Goldman, Superintendent

RE: Approve 2023-24 NWRESD Board Committees

EXPLANATION:

Each year, the Board will identify various board committees and members will express individual preferences for committee assignments. For 2023-24, the Superintendent has recommended a new Bond Project Oversight Committee to meet quarterly.

In alignment with Section 4 of the “Board-Superintendent Roles & Responsibilities,” the Board Chair will make final committee assignments.

PRESENTER(S): Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS: [2023-24 Board Committees](#)

RECOMMENDATION: To approve Board Committee Assignments as presented.

PROPOSED MOTION: I move to approve the 2023-24 Board Committees, as presented.

Board Committees	2023-24 Requested	2022-23 Members	2021-22 Members
Audit / RFP Committee Lead Staff: Jordan Ely, CFO	Ross Tomlin	Ernest Stephens	Lisa Poehlitz
	Tony Erickson	Doug Dougherty	Ross Tomlin
	Yadira Martinez	Ross Tomlin	Ernest Stephens
Board Equity Policy Advisory Committee (BEPAC) Lead Staff: Liwaru, EFP Director	Tony Erickson	Yadira Martinez	Karen Cunningham
	Ernest Stephens	Diane Wilkinson	Dianne Wilkinson
	Miriam Meneses-Rios	Ernest Stephens	Maureen Wolf
Bond Project Oversight Lead Staff: Jordan Ely, CFO	Yadira Martinez	---	---
	Chris Riley	---	---
Negotiations Lead Staff: Debbie Simons, CHRO	Maureen Wolf	Maureen Wolf	Karen Cunningham
	Chris Riley	Karen Cunningham	Maureen Wolf
	Becky Tymchuk	Chris Riley	Chris Riley
Superintendent Evaluation Lead Staff: Valerie White, Board Secretary	Chair: Doug Dougherty	Chair: Ross Tomlin	Chair: Tony Erickson
	Vice Chair: Maureen Wolf	Vice: Doug Dougherty	Vice: Ross Tomlin
	Past Chair: Ross Tomlin	Past Chair: Tony Erickson	Lisa Poehlitz
	Becky Tymchuk	Maureen Wolf	
NWRESD Foundation Representative	Chris Riley	Chris Riley	Chris Riley
OAESD: Governance Council Representative	Doug Dougherty	Doug Dougherty	Doug Dougherty
OAESD: Legislative Council Representative	Maureen Wolf	Maureen Wolf	Maureen Wolf



Northwest Regional Education Service District

September 12, 2023

TO: Board of Directors
FR: Dan Goldman, Superintendent
RE: Board-Superintendent Working Agreements

EXPLANATION: At its summer work session, the Board deliberated on its working agreements in an effort to continuously improve. The Superintendent recommends the Board take action to approve the 2023-24 agreements as documented in:

- Board-Superintendent Operating Agreements
- Agreements for Board Meetings, Work Sessions, and Executive Sessions

PRESENTER(S): Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS: [Board-Supt Operating Agreements](#)
[Agreements for General Sessions, Work Sessions, Executive Sessions](#)
Board-Superintendent Working Agreements Deck

RECOMMENDATION: Board action to approve 2023-24 Board Working Agreements

PROPOSED MOTION: "I move to approve 2023-24 Board Working Agreements as presented."



Board-Superintendent Operating Agreements

Purpose

The Board of Directors is the educational policy-making body for Northwest Regional Education Service District. To effectively meet the ESD's goals and challenges, the ESD Board and Superintendent must function together as a leadership team. To ensure collective commitment among team members, effective group agreements must be in place. The following are the group agreements for this leadership team.

Information Requests

- Individual board member requests for information will be directed only to the Superintendent. The Superintendent will respond to general questions and inquiries.
- The Superintendent will determine how to proceed with board member requests that require staff work.
 - If a request requires a large amount of staff work, the request may be discussed with the Board Chair and potentially added to a board agenda for the entire Board to determine if it is a good use of staff time.

Personnel Issues

- Board members recognize that they have one employee, the Superintendent.
- Board members recognize that they individually do not direct the staff. They direct the Superintendent as a full Board, and the Superintendent directs the ESD staff members.
- When board members have concerns, they will follow the chain of command and go through the Superintendent.
 - Board members will not make their own investigations.

Communication With Staff/Community

- Board members are encouraged to visit programs and school sites. Such visits should be planned in advance with the Superintendent. When board members visit schools as a parent or volunteer, they will sign in at the office and ask for a visitor badge.
- Board members shall not direct staff members' work. All requests for staff work will go through the Superintendent.
- In talking with staff, board members will be sensitive to any open-ended, informal questions that might be viewed as "fishing expeditions."
 - The Board's job is not to go fishing, it's to manage the riverbeds and fish ladders: *Don't take a fishing rod, while walking alongside the creek.*
- Prior to utilizing social media, board members will strive to recognize how others may perceive their online presence across the communities they serve.

Speaking with One Voice

- Board members will voice their concerns about any agenda items, or about processes and procedures, during a public meeting before the final vote is taken.
- Board members will publicly support decisions of the majority after honoring the right of individual members to express opposing viewpoints and vote their convictions.
- Board members will show respect for all, including fellow board members, staff and the community.
- Only the Board Chair speaks, or will assign one board member or the Superintendent to speak, on behalf of the Board to the media with regard to ESD affairs.
- The Superintendent (or designee) is expected to communicate with the media and notify the Board when responses pertain to board work.

Superintendent/Board Relations

- The Superintendent will communicate with the Board in a timely manner about issues of concern to the ESD. Board members will give feedback to the Superintendent if they feel adjustments are needed.
- Board Chair and Vice Chair will meet regularly and consistently with the Superintendent to plan Board meeting agendas and strategize on how to address key issues.
- Board Chair and Vice Chair and the Superintendent will together determine timelines to make certain that all members of the Board are made aware of responses to public comment at meetings and/or media requests.
- The Superintendent and Board members will be open to feedback and respond respectfully.
- The Superintendent will provide the Board with a regular report on ESD progress and matters of importance.

Accountability

- It is the role of the entire Board to hold one another to these working agreements. Board members will remind one another in a respectful manner when a member is violating an agreement.
 - If necessary, the Chair or Vice Chair will initiate a 1:1 conversation with the Board member(s) who do not adhere to these agreements.
- The Board and Superintendent will review, revise and recommit to these agreements annually.

Agreements for Board Meetings, Work Sessions, and Executive Sessions

General Board Meeting & Work Session Agendas

- The Board Chair, Vice Chair and Superintendent will set the board agenda.
- Individual board members may request that items be added to the agenda by contacting the Superintendent or Board Chair or discussing their desire in public session.
- Items will not be added to the current agenda by individual board members unless the majority of the present board members vote to approve the addition at the meeting.
- The Board and Superintendent will seek to include multiple perspectives on agenda items of key concern for the community in order to provide for balanced conversation.

Before Meetings

- Board members will come prepared for the meeting by having read all packet materials.
 - If additional materials are provided during the meeting, the Board will take time to review them before voting.
- Board members will always abstain from conducting Board business or decision-making outside of public board meetings or executive sessions.
- The board packet will normally be e-mailed to board members by the Thursday before regularly scheduled board meetings. The Board will be notified if there is a delay.
 - If requested, a printed copy shall be made available.
- Board members will contact the Superintendent prior to meetings with any questions on agenda items.
 - When an individual board member asks the Superintendent substantive questions about an agenda item, the response will be shared with all board members.

Norms for Public Meetings

- The Board and Superintendent will strive to have no surprises at board meetings
- Each board member has an opportunity to be heard
- Come prepared having read the information provided
- Stay engaged
- Discussions between members of the Board will serve as a model for positive and constructive public dialogue
- Honor the right of individual members to express opposing viewpoints and vote their convictions
- Seek consensus
- Regardless of one's vote, support the decision of the majority
- Respect and maintain executive session confidentiality

Procedural Safeguards for Board Meetings

The Superintendent will act as parliamentarian at board meetings to help ensure each motion is clear and there is no missing or misunderstood information.

The Board will not vote on agenda items not listed as "Action Items," unless it is considered an emergency. In emergency situations, Board Policy will be followed.

When at all practicable, members of the public will be given an opportunity in public session to express opinions prior to the board taking a vote.

Board members will strive to show respect at board meetings and refrain from surprising or embarrassing other board members, administrators, staff members or the audience.

Uphold the confidentiality requirement of Board Meeting Executive Sessions.

Public Comment

- We are committed to providing an opportunity for NWRESD citizens to make public comment.
- Public comment will be scheduled at regular Board Meetings with a time limit of three minutes per speaker unless explicitly adjusted for a particular meeting by the Chair.
- Public comment should be just that, and NOT a discussion with the Board.
 - The Board will not answer questions on the spot or engage with the public, but could refer questions to the administration or board chair for answer at a later time.
- The Board should clearly state that they will not hear complaints against individuals in public, and that all complaints must go through the chain of command as spelled out in Policy KL ("Public Complaints") and Procedure KL-AR ("Complaint Form"). This statement shall be made in writing on the agenda, or by the board chair as an announcement at the beginning of the public comment session. For example:

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

- The Board will limit the public's participation to the public comment section of the agenda. There should not be cross-discussion between the Board and the public during other agenda items.
- All public comment should be directed respectfully to the Board through the Chair. Comments should not be directed at any individual board member.
- The Board will clearly explain the 'rules' for public comment in writing on the meeting agenda and verbally by the chair at the start of the public comment section of the meeting. Example:

"The Board appreciates community members sharing information during public comments. The Board will listen, but not comment on information we hear from the audience. However, following the meeting, the chair, vice chair and superintendent will together determine if the superintendent shall respond in a public way, a private way or if the issue will be added to future board meeting or work session agendas."

- Groups will be encouraged to appoint a spokesperson so the same issue is not repeated.
- Each public speaker will identify themselves by name and address, and will submit a form with basic contact information to the Board Secretary before they are recognized to speak.

EXECUTIVE SESSIONS

The Board may meet in executive session to discuss subjects allowed by statute but may not take final action, except for specific instances pertaining to student matters. Executive sessions may be held during regular, special or emergency meetings for any reason permitted by law.

Content discussed in executive sessions is confidential. Members of the media may attend executive sessions, except in specific instances (Board Policy BDC).

The Board may be called to meet in executive session or decide to go into executive session at any time during a regular, special or emergency meeting to discuss certain matters. By Oregon law, the chair may call a Board into executive session without a vote of the Board.

Whenever an executive session is called, the presiding officer must identify the section and subsection of ORS 192.660 (listed reasons) or 332.061 (expulsion or medical records of a minor student) that authorize the executive session's purpose.

Purposes for which executive session may be called:

- To consider the employment of a public officer, employee, staff member or individual agent. ORS 192.660(2)(a)
- To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or agent, unless he or she requests an open meeting. ORS 192.660(2)(b)
- To conduct deliberations with persons designated to carry on labor negotiations. ORS 192.660(2)(d)
- To conduct deliberations to negotiate real property transactions. ORS 192.660(2)(e)
- To consider records exempt by law from public inspection. ORS 192.660(2)(f)
- To consult with counsel concerning current or possible litigation. ORS 192.660(2)(h)
- To review and evaluate the performance of the superintendent or any other public officer, employee or staff member, unless that person requests an open hearing. ORS 192.660(2)(i)
- Conduct a hearing on the expulsion of a student or to review a student's confidential medical records. ORS 332.061(1)

Boards may never meet in executive session to conduct the following business:

- Fill a vacancy in an elective office
- Fill a vacancy on any public committee, commission or other advisory group
- Consider general employment policies
- Discuss an employee's performance, unless that employee has been notified and has been given the option of having the discussion held in public
- Hire the superintendent or any other employee if the vacancy has not been advertised, hiring procedures have not been adopted by the board, and there has been no opportunity for public input about the hiring



Northwest Regional Education Service District

September 6, 2023

TO: Board of Directors

FR: Debbie Simons – Chief Human Resources Officer

RE: Personnel Report

EXPLANATION: Please see attached personnel report prepared by Lysie Scharpf, Human Resources Specialist.

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

SUPPLEMENTARY MATERIALS: [July/August Personnel Report](#)

RECOMMENDATION: To approve the July/August Personnel Report as presented.

PROPOSED MOTION: "I move to approve the July/August Personnel Report as presented."

Northwest Regional Education Service District
PERSONNEL REPORT
July 10, 2023 – September 5, 2023

New Hires

Name	Position	Department	Building	New Hire/ Transfer	Tentative Start Date
Patrick Dickensheets	Instructional Assistant - Blind/Visually Impaired Services	Special Student Services	Washington Service Center	New Hire	08/21/2023
Jasmine Lumanglas	Admin Specialist - Eval/Intake	Early Learning	Washington Service Center	New Hire	07/31/2023
Melissa Burgett	Instructional Assistant	Early Learning	Beaverton Early Childhood Center	New Hire	08/22/2023
Colleen Nolan	Assistant Principal - Early Learning	Early Learning	Beaverton Early Childhood Center	Transfer	08/03/2023
Carol Murphy	Instructional Assistant	Social Emotional Learning Schools	Beaverton Early Childhood Center	New Hire	08/21/2023
Lowell Masters	School Psychologist	Special Student Services	Nestucca Valley School District	New Hire	08/21/2023
Sheiry Gonzalez Alcaraz	Instructional Assistant	Social Emotional Learning Schools	Levi Anderson	New Hire	08/21/2023
Patricia Autele	Registered Nurse	Special Student Services	St. Helens School District	New Hire	08/22/2023
Lindsay Ellis	Speech Language Pathologist	Early Learning	Washington Service Center	New Hire	10/01/2023
Elfe Marschall	NOSS Recruiter	Instructional Services	Washington Service Center	Transfer	08/07/2023
Alexandria Jones	NOSS Recruiter	Instructional Services	Washington Service Center	Transfer	08/07/2023

Noelani Wisnoski	Service Center Administrative Assistant	Administration	Clatsop Service Center	New Hire	08/14/2023
Chad Waldman	Assistant Principal	Social Emotional Learning Schools	Cascade & Pacific Academy	New Hire	08/07/2023
Holly Bandy	Admin Specialist - Eval/Intake	Early Learning	Washington Service Center	New Hire	08/09/2023
Shannon Hamerman	Occupational Therapist	Early Learning	Beaverton Early Childhood Center	Transfer	08/22/2023
Jessica Romine	Accounting Support Specialist – Payroll	Fiscal Services	Washington Service Center	New Hire	08/14/2023
Sarah Stowers	Instructional Assistant	Early Learning	Clatsop Service Center	New Hire	08/22/2023
Kim Hanousek	Senior Administrative Support	Early Learning	Washington Service Center	New Hire	08/15/2023
Lyman Goff	Speech Language Pathologist	Early Learning	Washington Service Center	New Hire	08/23/2023
Zaineh Waked	Instructional Assistant	Early Learning	Beaverton Early Childhood Center	New Hire	08/22/2023
Sarah Walker	Instructional Coach	Special Student Services	Washington Service Center	Transfer	08/21/2023
Karenina Fenix	Occupational Therapist	Special Student Services	Astoria School District, Jewell School District, Clatsop Service Center	New Hire	09/11/2023
Samantha Reilly	Administrative Assistant	Special Student Services	Washington Service Center	New Hire	09/05/2023
Luke Marlow	Instructional Assistant	Social Emotional Learning Schools	Pacific Academy	New Hire	08/21/2023
Kari Hill	Assistive Technology Specialist	Special Student Services	Washington Service Center	Transfer	08/22/2023

Holly Turner	Speech Language Pathologist	Early Learning	Beaverton Early Childhood Center	Transfer	10/02/2023
Andrea Catabijan	Occupational Therapist	Early Learning	Beaverton Early Childhood Center	New Hire	09/11/2023
Christy Fernandez	Service Center Administrative Assistant	Administration	Columbia Service Center	New Hire	09/05/2023
Robyn Lund	Instructional Assistant	Early Learning	Beaverton Early Childhood Center	Transfer	08/22/2023
DiAnne Fentress Rowe	Interim SPED Coordinator	Special Student Services	Washington Service Center	Re-Hire	08/22/2023
Julia Smith	Quality Coach	Early Learning	Child Care Resource & Referral Building	Transfer (former limited term emp)	09/01/2023
Tristan Stewart	(student) Teacher	Social Emotional Learning Schools	Cascade Academy	Transfer	08/28/2023
Maureen Lee	Early Childhood Education Specialist	Early Learning	Columbia Service Center	New Hire	09/05/2023
Kelsey Hernandez	Occupational Therapist	Early Learning	Tualatin Early Childhood Center	New Hire	09/11/2023
Robin Peate	Early Childhood Education Specialist	Early Learning	Hillsboro Early Childhood Center	Transfer (former limited term emp)	09/05/2023
Valerie Scott	Social Emotional Learning TOSA	Social Emotional Learning Schools	Columbia Academy	Transfer	08/28/2023
Kaitlyn Thompson	Instructional Assistant	Early Learning	Columbia Service Center	New Hire	09/11/2023

Resignations, Retirements & Separations

Name	Position	Department	Last Day of Employment	Details/Comments
Jasmine Vazquez Roman	Migrant Recruiter	Instructional Services	July 12, 2023	Resignation
Natalee May	Early Childhood Education Specialist	Early Learning	June 8, 2023	Resignation
Stephanie Banning	Instructional Assistant	Early Learning	August 4, 2023	Resignation
Kristen Miyasaki	Project Management Specialist	Instructional Services	August 2, 2023	Resignation
JoLea Ulschmid	Early Childhood Education Specialist	Early Learning	August 4, 2023	Resignation
Rachel Bonilla	Speech Language Pathologist	Special Student Services	July 26, 2023	Resignation
Emily Martin	Early Childhood Education Specialist	Early Learning	September 25, 2023	Resignation
Brittany Bush	Instructional Assistant	Early Learning	July 20, 2023	Resignation
Darlene Geddes	Professional Learning Coach	Instructional Services	August 29, 2023	Resignation
Susan Winningham	Teacher	Social Emotional Learning Schools	June 16, 2023	Resignation
Carson Dedmon	Instructional Assistant	Social Emotional Learning Schools	June 30, 2023	Resignation
Brandie Johnson	Speech Language Pathologist	Early Learning	October 23, 2023	Resignation

Currently Advertised Vacancies

Currently Advertised Vacancies is a snapshot in time for jobs that are currently posted as of 9.5.23.

Open Position	Category	Department	Original Post Date	Comments
Early Childhood Education Specialist - Clatsop Service Center	Licensed	Early Learning	04/26/2023	1.0 FTE - Resignation
School Psychologist - Rainier School District	Licensed	Special Student Services	05/31/2023	1.0 FTE - Transfer
Facilities Support Specialist	Classified	Facilities	06/06/2023	1.0 FTE – New Position
Instructional Assistant – Hillsboro Early Childhood Center	Classified	Early Learning	06/15/2023	0.9375 FTE - Resignation
ASL Teacher – REPOSTED from 3/2023	Licensed	Special Student Services	06/27/2023	0.33 FTE - Resignation
Speech Language Pathologist- St. Helens School District	Licensed	Special Student Services	07/17/2023	1.0 FTE – New Position
Administrative Assistant – Site Based WSC & Clatsop SC	Classified	Early Learning	07/20/2023	1.0 FTE – New Position
SPED Coordinator – REPOSTED from 5/2023	Admin	Special Student Services	08/03/2023	1.0 FTE - Resignation
Speech Language Pathologist- Columbia Service Center	Licensed	Early Learning	09/15/2023	1.0 FTE – Retirement
Instructional Coach – BECC	Licensed	Early Learning	08/01/2023	1.0 FTE – Transfer
Early Childhood Education Specialist – BECC	Licensed	Early Learning	08/01/2023	1.0 FTE – Resignation
Migrant School Readiness Specialist – REPOSTED from 2/2023	Classified	Instructional Services	08/03/2023	1.0 FTE – Resignation
Instructional Assistant – Cascade Academy	Classified	Social Emotional Learning Schools	08/07/2023	0.85 FTE – Transfer
School Psychologist – Evaluation Team WSC	Licensed	Early Learning	08/07/2023	1.0 FTE - Transfer
Instructional Assistant – Columbia Academy	Classified	Social Emotional Learning Schools	08/21/2023	0.85 FTE – Transfer

ASL Interpreter	Classified	Special Student Services	08/25/2023	0.8125 FTE – New Position
Instructional Assistant – Levi Anderson	Classified	Social Emotional Learning Schools	08/28/2023	0.85 FTE – Transfer
School Psychologist – Clatskanie School District	Licensed	Special Student Services	09/01/2023	1.0 FTE – Resignation of Contractor
Speech Language Pathologist- HECC	Licensed	Early Learning	08/30/2023	1.0 FTE - Resignation
Speech Language Pathologist- Columbia Service Center – REPOST from 4/2023	Licensed	Early Learning	08/30/2023	1.0 FTE - Resignation
School Psychologist – St. Helens School District- LIMITED TERM FOR 23/24 SY	Licensed	Special Student Services	09/01/2023	1.0 FTE – Resignation

Currently Advertised Vacancies – Northwest Outdoor Science School

Currently Advertised Vacancies is a snapshot in time for jobs that are currently posted as of 9.5.23.

Open Position	Category	Department	Original Post Date	Comments
Program Leader	Limited Term	NOSS	05/04/2023	5 open positions
Field Instructor	Limited Term	NOSS	05/04/2023	5 open positions
Licensed Practical Nurse	Limited Term	NOSS	05/04/2023	4 open positions
Registered Nurse	Limited Term	NOSS	05/04/2023	2 open positions



Northwest Regional Education Service District

September 12, 2023

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

EXPLANATION: Proposed Policy JGE - Expulsions

In most cases, if a student's conduct is disruptive while attending one of the ESD's school programs, the student is returned to their home school district for consideration of expulsion. ORS 339.250(2) requires district school boards to have a policy on expulsion. There has been some confusion on the board's role in expulsions, especially related to the expulsion hearing. This change clarifies the board's role and gives the board the option of delegating the hearings officer role in the policy to the superintendent, thus relieving the board of the obligation to meet every time there is a recommendation for expulsion to designate a hearings officer. The board retains authority on appeal.

PRESENTER(S): Debbie Simons, CHRO

SUPPLEMENTARY MATERIALS: [Final Proposed Policy JGE - Expulsions](#)
[First Reading Policy JGE - Expulsions](#)
[Link to current policy](#)

RECOMMENDATION: To approve Policy JGE as presented.

PROPOSED MOTION: "I move to approve Policy JGE as presented."

Northwest Regional ESD

Code: JGE

Adopted: 08/08/17

Revised/Readopted: 09/12/23

Expulsion

A principal, after reviewing available information, may recommend to the superintendent that a student be expelled. Expulsion of a student shall not extend beyond one calendar year.

A student may only be expelled for any of the following circumstances:

1. When a student's conduct poses a threat to the health or safety of students or employees;
2. When other strategies to change the student's conduct have been ineffective, except that expulsion may not be used to address truancy; or
3. When required by law.

The use of expulsion for discipline of a student in fifth grade or lower is limited to:

1. Nonaccidental conduct causing serious physical harm to a student or employee;
2. When a school administrator determines, based on the administrator's observations or upon a report from an employee, the student's conduct poses a direct threat to the health or safety of students or employees; or
3. When the expulsion is required by law.

The age of the student and the past pattern of behavior will be considered prior to imposing the expulsion.

No student may be expelled without a hearing unless the student's parents, or the student if 18 years of age, waive the right to a hearing, either in writing or by failure to appear at a scheduled hearing.

The Board delegates the authority to decide on an expulsion to the superintendent. The superintendent may designate another person to handle the potential expulsion, and the superintendent, a designee or another individual may act as the hearings officer. The ESD may contract with an individual who is not employed by the ESD to serve as the hearings officer. The hearings officer will not be associated with the initial actions of the building administrators. The hearings officer will conduct the hearing and make a final decision regarding the expulsion. A decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review.

If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the student's parents at the same time. At a future meeting, the Board will review the hearings officer's decision and will affirm, modify or reverse the decision.

When a recommendation for an expulsion is made and a hearing is not waived, the following procedure is required:

1. Notice will be given to the student and the parent by personal service¹ or by certified mail² at least five days prior to the scheduled hearing. Notice shall include:
 - a. The specific charge or charges and the specific facts which support the charge or charges;
 - b. A statement of the intent to consider the charges as reason for expulsion;
 - c. The student's right to a hearing;
 - d. When and where the hearing will take place; and
 - e. The student may be represented by counsel or other persons.
2. If the parent or student does not understand the English language, the ESD will provide an interpreter during the hearing. All communications will be in a manner that is understandable to the parents and student;
3. The student shall be permitted to have representation present at the hearing to advise and to present arguments. The representation may be an attorney, parent or other person. The ESD's attorney may be present;
4. The student shall be afforded the right to present their version of the events underlying the expulsion recommendation and to introduce evidence by testimony, writings or other exhibits;
5. The student shall be permitted to be present and to hear the evidence presented by the ESD;
6. The hearings officer or the student may record the hearing;
7. Strict rules of evidence shall not apply to the proceedings. However, this shall not limit the hearings officer's control of the hearing;
8. A board-conducted hearing or a Board review of the hearings officer's decision will be conducted in executive session unless the student or the student's parent requests a public hearing. If an executive session is held by the Board or a private hearing held by the hearings officer, the following will not be made public:
 - a. The name of the minor student;
 - b. The issues involved, including a student's confidential record;
 - c. The discussion;
 - d. The vote of Board members, which may be taken in executive session when considering an expulsion.

Prior to expulsion for reasons other than a weapons violation, the ESD must notify the student and parents of alternative programs of instruction or instruction combined with counseling and document this notification.

END OF POLICY

¹ The person serving the notice shall file a return of service. (OAR 581-021-0070)

² When "certified mail is given to a parent of a suspended student, the notice shall be placed in the mail at least five days before the date of the hearing." (OAR 581-021-0070)

Legal Reference(s):

[ORS 192.660](#)
[ORS 332.061](#)
[ORS 334.125](#)
[ORS 336.615 - 336.665](#)

[ORS 339.115](#)
[ORS 339.240](#)
[ORS 339.250](#)

[OAR 581-021-0050 - 021-0075](#)

OSBA Model ESD Sample Policy

Code: JGE

Adopted:

Expulsion**

{Required policy. ORS 339.250(2) requires “each district school board” to have a policy on expulsion. Some of the contents of this model sample come from OAR 581-021-0070, which do not apply to ESDs.}

A principal, after reviewing available information, may recommend to the superintendent that a student be expelled. Expulsion of a student shall not extend beyond one calendar year.

A student may only be expelled for any of the following circumstances:

1. When a student’s conduct poses a threat to the health or safety of students or employees;
2. When other strategies to change the student’s ~~conduct~~ behavior have been ineffective, except that expulsion may not be used to address truancy; or
3. When required by law.

The use of expulsion for discipline of a student in fifth grade or lower is limited to:

1. Nonaccidental conduct causing serious physical harm to a student or employee;
2. When a school administrator determines, based on the administrator’s observations or upon a report from an employee, the student’s conduct poses a direct threat to the health or safety of students or employees; or
3. When the expulsion is required by law.

The age of the student and the past pattern of behavior will be considered prior to imposing the expulsion.

No student may be expelled without a hearing unless the student’s parents, or the student if 18 years of age, waive the right to a hearing, either in writing or by failure to appear at a scheduled hearing. ~~By waiving the right to a hearing, the student and parent agree to abide by the findings of a hearings officer.~~

{Choose one of the following two options.} [The Board delegates the authority to decide on an expulsion to the superintendent. ^{1}] The superintendent may designate another person to handle the potential expulsion, and the superintendent, a designee or another individual may act as the hearings officer. The ESD may contract with an individual who is not employed by the ESD to serve as the hearings officer. The hearings officer will not be associated with the initial actions of the building administrators. The hearings officer will conduct the hearing and make a final decision regarding the expulsion. A decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review.

^{1} The Board can retain authority for all expulsions. If the Board chooses not to delegate this authority, any recommendations for expulsion from administration would come to the Board for resolution. The Board would have to meet and determine next steps for all expulsions.

If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the student's parents at the same time. At a future meeting, the Board will review the hearings officer's decision and will affirm, modify or reverse the decision.]

OR

[When a recommendation for expulsion is made, the Board will meet and review the recommendation. The Board will hold or arrange for the expulsion hearing unless it has been waived.]

If the Board is conducting the expulsion hearing, the Board may designate a Board member or a third party to run the hearing. The superintendent will provide relevant information to the Board, including the superintendent's recommendation and duration on disciplinary action.² This information will be available in identical form to the Board, the student if age 18 or over and the students' parents at the same time. The Board will make the final decision regarding the expulsion.]

When a recommendation for an expulsion is made and a hearing is not waived, the following procedure is required:

1. Notice will be given to the student and the parent by personal service³ or by certified mail⁴ at least [five] days prior to the scheduled hearing. Notice shall include:
 - a. The specific charge or charges and the specific facts that support the charge or charges;
 - ~~b. The conduct constituting the alleged violation, including the nature of the evidence of the violation and reason for expulsion;~~
 - ~~e.b. A recommendation~~ statement of the intent to consider the charges as reason for expulsion;
 - ~~d.c.~~ The student's right to a hearing;
 - ~~e.d.~~ When and where the hearing will take place; and
 - ~~f.e.~~ The student may be represented by counsel or other persons ~~right to representation.~~
- ~~2. The Board may expel, or may delegate the authority to decide on an expulsion to the superintendent or superintendent's designee, who may also act as the hearings officer. The ESD may contract with an individual who is not employed by the ESD to serve as the hearings officer. The hearings officer designated by the Board will conduct the hearing and will not be associated with the initial actions of the building administrators;~~
- ~~3.2. Expulsion hearings will be conducted in private and will not be open to the general public, unless the student or the student's parents request otherwise;~~
- ~~4.3. In If the case the parent or student has difficulty does not understanding the English language or has other serious communication disabilities, the ESD will provide an interpreter during the hearing. All communications will be in a manner that is understandable to the parents and student. translator;~~

² Evidence may include the relevant past history and student education records.

³ The person serving the notice shall file a return of service. (OAR 581-021-0070)

⁴ When "certified mail is given to a parent of a suspended student, the notice shall be placed in the mail at least five days before the date of the hearing." (OAR 581-021-0070)

- 5.4. The student shall be permitted to have representation present at the hearing to advise and to present arguments. The representation may be an attorney, ~~and/or~~ parent ~~or other person~~. The ESD's attorney may be present;
- 6.5. The student shall be afforded the right to present their version of the events underlying the expulsion recommendation and to introduce evidence by testimony, writings or other exhibits;
- 7.6. The student shall be permitted to be present and to hear the evidence presented by the ESD;
- 8.7. The hearings officer or the student may record the hearing;
- 9.8. Strict rules of evidence shall not apply to the proceedings. However, this shall not limit the hearings officer's control of the hearing;

~~10. If the Board is conducting the expulsion hearing, the Board may designate the Board chair or a third party as the hearings officer. The hearings officer will determine the facts of each case on the evidence presented at the hearing. Evidence may include the relevant past history and student education records. The hearings officer will provide to the Board, findings as to the facts, the recommended decision and whether or not the student has committed the alleged conduct. This will include the hearings officer's recommended decision on disciplinary action, if any, including the duration of any expulsion. This material will be available in identical form to the Board, the student if age 18 or over and the students' parents at the same time. Following the review by the Board of the hearings officer's recommendation, the Board will make the final decision regarding the expulsion;~~

~~If the Board has delegated authority to the superintendent [or designee] to act as the hearings officer, the superintendent may designate themselves, or a third party, as the hearings officer. The hearings officer's decision is final. However, a decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review. If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the student's parents at the same time. At its next regular or special meeting the Board will review the hearings officer's decision and will affirm, modify or reverse the decision;~~

11.9. A board-conducted hearing or a Board review of the hearings officer's decision will be conducted in executive session unless the student or the student's parent requests a public hearing. If an executive session is held by the Board or a private hearing held by the hearings officer, the following will not be made public:

- a. The name of the minor student;
- b. The issues involved, including a student's confidential record;
- c. The discussion;
- d. The vote of Board members, which may be taken in executive session when considering an expulsion.

~~Prior to expulsion, the ESD must propose alternative programs of instruction or instruction combined with counseling to a student subject to expulsion for reasons other than a weapons-policy violation, the ESD must notify the student and parents of alternative programs of instruction or instruction combined with counseling and document this notification. The ESD must document to the parent of the student that proposals of alternative education programs have been made.~~

END OF POLICY

Legal Reference(s):

[ORS 192.660](#)
[ORS 332.061](#)
[ORS 334.125](#)
[ORS 336.615 - 336.665](#)

[ORS 339.115](#)
[ORS 339.240](#)
[ORS 339.250](#)

[OAR 581-021-0050 - 021-0075](#)
[House Bill 2514 \(2019\)](#)



Northwest Regional Education Service District

September 12, 2023

TO: Board of Directors

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

RE: St. Mary's Home for Boys Agreement

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

PRESENTER:

Cathy Jensen, Executive Director of K-12 Special Education

SUPPLEMENTARY MATERIALS:

[St. Mary's Home for Boys Agreement](#)

RECOMMENDATION:

To approve the St Mary's Home for Boys Agreement as presented

PROPOSED MOTION:

"I move to approve the St Mary's Home for Boys Agreement as presented"

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

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

The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be July 1, 2023. Unless earlier terminated as provided below, the termination date shall be June 30, 2024.

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

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

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

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

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

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

8. Payment of Invoices.

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

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

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

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

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

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

- a. The District and Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. [Left intentionally blank]
- c. Either the District or Contractor may terminate this Contract for breach of this Contract by the other. Before such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the written notice, the party giving the notice may terminate this Contract at any time thereafter by giving a written notice of termination.
- d. Notwithstanding paragraph 8(c), the District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or nonrenewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.

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

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

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

- a. Make payment promptly, as due, to all persons supplying Contractor with labor or materials for the prosecution of the work provided for this Contract;
- b. Pay all contributions or amounts due the Industrial Accident Fund by Contractor or subcontractors, if permitted, incurred in the performance of this Contract;
- c. Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or materials furnished; and

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Non Appropriation/Adequate Funding.

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

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

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

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

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

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

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

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

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

19. Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR DATA AND SIGNATURE

Business Name: _____

Business Address: _____

Contractor Phone: _____

Federal Tax ID # or Social Security # _____

Is Contractor a non resident alien: _____ Yes _____ No

Business Designation (check one): _____ Sole Proprietorship _____ Partnership
_____ Corporation-for profit _____ Corporation-non profit _____ Other (describe
here: _____)

Federal tax ID numbers or Social Security numbers are required under ORS 305.385 and will be used for the administration of state, federal, and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract and the attached Exhibits. I certify that I have the authority to sign and enter into this Contract. I understand this Contract and agree to be bound by its terms.

Signature _____ Title _____

Name (please print) _____ Date _____

NOTE: Contractor must also sign Exhibit 3 and (if attached) Exhibit 4.

Northwest Regional Education Service District SIGNATURE (This Contract is not binding on the District until signed by the appropriate signing authority.)

Signature _____ Title _____ Date _____

Name (please print) _____

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

1. Description of Program.

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

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

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

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

2. Premises.

2.1 Contractor's Responsibilities.

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

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

(vi) Five (5) offices for District staff; and

(vii) Two (2) storage rooms.

(b) Contractor will provide and maintain casualty and liability insurance covering the LALC for the duration of this Contract.

(c) Except as provided in Section 2.2 below, the Contractor will be responsible for providing and paying for utilities (water, sewer, gas, and electric services) to the Premises.

(d) Contractor will provide local telephone services in all classrooms and offices in the Premises. In addition, Contractor will provide long-distance capability on designated phones within the Premises.

(e) Contractor will provide all janitorial services to the Premises, including daily cleaning of the floors and restrooms and daily removal of refuse and recycling. All cleaning and disinfection services must be in compliance with the practices recommended by the CDC. Janitorial and cleaning services must provide documentation of disinfection practices used by janitorial personnel on a weekly basis to designated NWRESA staff member/members for review.

(f) Contractor will be responsible for maintenance and repair of the Premises for usual and customary wear and tear. Maintenance and repair of the building to include upkeep and management of the Indoor Air Quality (IAQ). All protocols, systems, and standards must be in compliance with the guidelines for IAQ in schools as outlined by the EPA. HVAC repairs will be done in a timely manner to maintain proper air circulation in all classrooms and offices prior to staff and students returning to the Levi school building in the fall 2023-2024. Contractor will inspect HVAC filters bimonthly and change filters every 90 days or more often if needed due to hazardous outdoor air quality as determined by the Environmental Protection Agency Air Quality Index. All air filters need to be maintained and replaced as necessary to ensure the proper functioning of the ventilation system for the school building.

(g) All St. Mary's and NWRESA staff serving students in the Levi Anderson Learning Center will comply with Occupational Safety and Health Administration and the Oregon Department of Education Ready Schools Safe Learners (RSSL) health and safety requirements.

2.2 District's Responsibilities.

(a) The District will provide all necessary equipment, furniture, and materials to conduct the education portion of the Program.

(b) The District will provide and maintain insurance covering the contents on the Premises belonging to the District.

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

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

3. Staffing.

3.1 Contractor's Responsibilities.

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

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

(ii) Two (2) program managers; and

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

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

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

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

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

3.2 District's Responsibilities.

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

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

(ii) Ten (10) instructional assistants;

(iii) .6 FTE school psychologist;

(iv) .2 FTE speech language pathologist;

(v) One (1) Program administrator.

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

(c) The District will employ appropriately qualified substitutes when necessary to maintain the staffing levels required by this Contract.

(d) The District may provide additional staffing as long as the District meets the minimum staffing levels set forth in this section.

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

4. Program.

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

4.2 Contractor Responsibilities.

(a) Contractor's day treatment Program manager(s) will attend and participate along with District educational staff in all interviews and intake meetings regarding potential new students referred by school districts. The intake process is intended to improve communication and assist with transitioning students into the program. The day treatment manager and the school Principal will work together to plan intake meetings, scheduling, and deciding with the intake team whether to accept the student to the program.

(b) Contractor's day-treatment staff will collaborate with District educational staff to conduct an assessment planning tool or a functional behavioral assessment (FBA), for each special education student and develop a collaborative problem solving rubric for that student based on the Assessment planning tool or FBA. Contractor's day-treatment staff will provide in-class support during the school day in compliance with the APT/FBA and with the students behavioral support plan and IEP behavioral goals.

(c) Contractor's day-treatment staff will communicate with the District's educational staff to arrange and support scheduled student breaks and/or required IEP accommodations. Contractor may provide this support in the classroom or out of the classroom during breaks. Contractor will staff structured break time and choice areas for students to refocus the student for classroom reentry. Contractor's staff will provide the indicated behavioral management in order to increase learning opportunities for all students.

(d) Contractor's day-treatment & residential staff will promptly respond to District staff requests for student behavioral support. Contractor's staff will respond immediately if District staff, (school staff), request assistance in a matter impacting student / staff safety (i.e., "code blue" or other discretely communicated request for assistance). If District staff request assistance with an emerging concern (i.e., escalating student behaviors, but not an immediate safety risk), Contractor staff will respond within three to five minutes or as soon as they are available to assist. Contractor staff will respond via radio/phone of potential time to respond to the student's needs. If a physical removal or restraint is needed, the contractor will utilize techniques consistent with current training certification. Contractor's day-treatment staff will maintain current certifications using a crisis response program approved by the Oregon Department of Education.

(e) Contractor's day-treatment & residential staff will provide behavioral support to students who are reentering the classroom. Following disruptive classroom behavior, the Contractor's support includes but is not limited to removing the student from the classroom, problem-solving with the student outside the classroom, communication with the District's classroom staff, and supporting students for a few minutes as they return to the classroom. The re-entry meeting will involve the teaching staff, student, and the day-treatment/residential staff member that can support this re-entry/ Proactive Plan B conversation. The Contractor's behavioral support goal is to help students return to class with limited time spent out of the classroom. This process involves the collaboration of the District/school staff and the Contractor's staff as needed.

(f) Contractor's residential, day-treatment & District's staff will gather ongoing data regarding classroom removals in order to determine the effectiveness of classroom modifications and out of classroom refocus protocols and review weekly with Contractor's Day Treatment Manager. The goal is to improve processes and protocols related to classroom behavioral management and ongoing learning.

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

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

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

- (i) The District will have an administrator knowledgeable of all students, attend Contractor's daily Performance and Quality Improvement (PQI) meetings on school days. If District staffing constraints preclude PQI participation, the District will collaborate with Contractor to facilitate classroom coverage and District participation in AM PQI meetings.
- (j) The District will provide progress reports every 2-3 weeks to the assistant director, cottage and case managers.

4.3 District Responsibilities.

- (a) The District will provide educational services to students in the Program. The District/school staff will notify and invite the day treatment and residential case managers to the yearly IEP meetings with at least a seven days notice of the upcoming IEP.
- (b) The District will collaborate with the Contractor on an agreed-upon intake and review process for day treatment students. For example, the District principal and/or an education representative such as a special education teacher, school psychologist, speech/language pathologist or other program educator, and the Contractor's manager and/or case manager will attend all meetings related to intake and review.
- (c) Contractor's day-treatment staff will be invited to participate in all meetings related to the delivery of education and special education services for individual students.
- (d) The District will provide the extended school year services ("ESY") for any student identified as in need of such services through the IEP process. All ESY contracts will be negotiated between the District and the affected school district.
- (e) The District will provide the administrative oversight of the educational program. The District administrator will supervise the educational staff and work directly with the day-treatment management team. If a concern arises about the conduct of a District staff, the Contractor will direct all concerns to the District Administrator immediately.
- (f) The District will provide educational transitional planning for all students leaving the Program for placement in other educational settings or school programs.
- (g) For students residing at St. Mary's Home for Boys, the District will provide Contractor's case managers with information necessary to complete the 30-day assessment report, an individualized academic progress report, and report cards/transcripts on a semester basis). These semester reports will be referred to and included as part of Contractor's 90-day case review. Quarterly progress reports will be provided to the Contractors case managers.
- (h) The District will provide Contractor's case managers with completed copies of all IEP and special education eligibility documentation (such as evaluation reports).
- (i) The district will have a representative knowledgeable of all students, and attend Contractor's daily Performance and Quality Improvement (PQI) meetings on school days. If District staffing constraints preclude PQI participation, the District will collaborate with Contractor to facilitate classroom coverage and District participation AM PQI meetings.

5. Compensation and Payment.

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

5.2 In addition, the District will pay Contractor a total of \$97,102.50 for facilities and services costs (the "Facilities Payment"). This sum will be paid in twelve monthly installments of \$8,091.88.

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

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

6. Contract Renewal.

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

EXHIBIT 2
Personal Services Contract
INSURANCE REQUIREMENTS

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

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

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

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

Required by District Not required by District

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

Required by District Not required by District

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

Required by District Not required by District

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

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

**EXHIBIT 3
Personal Services Contract**

**CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

NOTE: Contractor Must Complete Section A or B below:

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

I certify under penalty of perjury that Contractor is a [check one]: Corporation

Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature Title Date

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

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

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

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

A. The labor or services that I perform are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set aside as the location of the business.

B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.

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

Contractor Signature Date



Northwest Regional Education Service District

September 6, 2023

TO: Board of Directors

FR: John Peplinski, Executive Director of Instructional Services

RE: Inflexion Portico Oregon Rural Schools Network District Leadership Development 23-24

EXPLANATION:

NWRESD contracted with Inflexion for the previous two school years based on feedback and requests from our rural component districts. Inflexion provides a best in class leadership development network focused specifically on rural schools. This training and development includes access to learning around equity, MtSS, PLCs, Enhanced Core Reading Instruction, and leadership development. Our rural school district superintendents have provided extremely positive feedback on this program and requested our support in contracting again for the upcoming year.

Each school district pays 25% of the cost of the contract and NWRESD pays 75%. This program is slated to serve a total of 26 schools across 8 school districts in the 2023-2024 school year. This is a much needed and requested service for our rural districts.

PRESENTER(S):

John Peplinski, Executive Director of Instructional Services

SUPPLEMENTARY MATERIALS:

[Inflexion Scope of Work Summary](#)

[Inflexion Statement of Work](#)

RECOMMENDATION:

To approve the Inflexion Agreement as presented

PROPOSED MOTION:

"I move to approve the Inflexion Agreement as presented."



Northwest Regional Education Service District

INFLEXION SCOPE OF WORK AND PARTICIPATING SCHOOLS/DISTRICTS

All participating principals and administrators receive:

- Up to 11 hours of monthly, one-hour virtual Copilot 1:1 coaching from a skilled Portico coach.
- Up to 11 hours of monthly, one-hour virtual facilitated group Counterpart meetings to connect with a small group of peers to share and brainstorm best and emerging practices and practical solutions.
- Full online access to Blueprint implementation guides built on the latest school improvement research and informed by individual Copilot sessions to help leaders:
 - i. create environments where students own their own learning;
 - ii. carve out time to teach the skills needed for the 21st century;
 - iii. align initiatives and programs to create cohesion across the school community.
- Full online access to Toolkit resources to engage school communities and to create inclusive leadership practices with staff, students, and families.
- Full access to peer-led Crowdsource webinars focused on current challenges faced by educators
- Exclusive, members only, access to Crowdsource Coffees—just-in-time collaborative virtual sessions for school leaders in the Portico community to discuss shared challenges and exchange insights about what’s working as they transform the student experience and use inclusive leadership practices with their own communities.

Inflexion will also provide:

- An impact analysis with a focus on (1) student outcomes and (2) qualitative evidence of systemic change at the site level that creates the necessary conditions for improved student outcomes.
- The study will be completed and submitted to the Superintendent of the NWRESA by January 31, 2024.

Participating schools and districts:

Banks School District

1. Banks Elementary School
2. Banks Middle School
3. Banks High School

Clatskanie School District

4. Clatskanie Elementary School
5. Clatskanie Middle/High School



Northwest Regional Education Service District

Forest Grove School District

6. Tom McCall Upper Elementary
7. Neil Armstrong Middle School
8. Forest Grove High School

Gaston School District

9. Gaston Elementary
10. Gaston Jr/Sr. High School

Jewell School District

11. Jewell School

Scappoose School District

12. Grant Watts Elementary School
13. Otto Peterson Elementary
14. Warren Elementary School
15. Scappoose Middle School
16. Scappoose High School

St. Helens School District

17. Columbia City Elementary
18. Lewis and Clark Elementary
19. McBride Elementary
20. St. Helens Middle School
21. St. Helens High School

Vernonia School District

22. Vernonia Elementary/Mist Elementary
23. Vernonia Middle/High School

Warrenton School District

24. Warrenton Grade School
25. Warrenton Middle School
26. Warrenton High School

Additional schools within NWRESD's component districts may be added as mutually agreed necessary, not to exceed the Maximum Service Pricing of \$204,000.00

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

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

Date: July 1, 2023

Contractor Representative: Rachel Phillips

Contractor Remit Address: 360 E. 10th Ave., Suite 300, Eugene, OR 97401

Phone Number: 541-520-8397

Email Address: rachel.phillips@inflexion.org

Start Date: August 1, 2023

End Date: June 30, 2024

SOW Title: Portico Oregon Rural Schools Network District Leadership Development 23-24

Contractor shall perform the following work:

In continuation of the previous years work Inflexion will continue the following leadership development and professional learning services for the school year 2023-2024 in collaboration with the Oregon Rural Schools Network {ORSN} as outlined below and in the attached Scope of Work: Portico Leadership Development 2023-24 document.

- **Portico Leadership Development-** Inflexion will provide thirty (30) annual memberships to the Portico learning community for the 2023-2024 school year which provides each principal or district administrator with:
 - Up to 11 hours of monthly, one-hour virtual Copilot 1:1 coaching from a skilled Portico coach.
 - Up to 11 hours of monthly, one-hour virtual facilitated group Counterpart meetings to connect with a small group of peers to share and brainstorm best and emerging practices and practical solutions.
 - Full online access to Blueprint implementation guides built on the latest school improvement research and informed by individual Copilot sessions to help leaders:
 - i. create environments where students own their own learning;
 - ii. carve out time to teach the skills needed for the 21st century;
 - iii. align initiatives and programs to create cohesion across the school community.
 - Full online access to Toolkit resources to engage school communities and to create inclusive leadership practices with staff, students, and families.
 - Full access to peer-led Crowdscore webinars focused on current challenges faced by educators
 - Exclusive, members only, access to Crowdscore Coffees—just-in-time collaborative virtual sessions for school leaders in the Portico community to discuss shared challenges and exchange insights about what’s working as they transform the student experience and use inclusive leadership practices with their own communities.
- **Evaluation Study—**
 - Inflexion will conduct an impact analysis with a focus on (1) student outcomes and (2) qualitative evidence of systemic change at the site level that creates the necessary conditions for improved student outcomes.
 - The study will be completed and submitted to the Superintendent of the NWRESD by January 31, 2024.

Additional schools within NWRESD’s component districts may be added as mutually agreed necessary, not to exceed the Maximum Service Pricing of \$204,000.00

Performance Location: See schools listed above

Other Agreements: NWRESD consents to Inflexion using and paying subcontractors for their services.

Service Pricing: Maximum total payment under this contract: \$204,000 with a rate of \$6,800 per legacy school and \$9,500 per regular school

Renewal Terms: This contract may be renewed on the following basis: N/A

Payment Terms: NWRESD will pay contractor upon successful completion of work and upon receipt of invoice unless indicated here:

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.

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

Northwest Regional Education Service District	Inflexion	Northwest Regional Education Service District
Name:	Name:	Name: Dan Goldman
Title:	Title:	Title: Superintendent
Date:	Date:	Date:
By:	By:	By:
Program Administrator Signature	Authorized Contractor Signature	Superintendent Signature

Departmental Budget Information Use

Account Code:	239.2211.0319.300.000.001	\$ \$204,000.00	Item/Service:	Leadership Development Services
Account Code:		\$	Item/Service:	
Comments:				

Revised: 09/22/2021

Scope of Work: Portico Leadership Development 2023-24

Partner District: Northwest Regional Education Service District

Timeline: August 15, 2023 – June 30, 2024

Partner Schools:

Clatskanie School District

1. Clatskanie Elementary School
2. Clatskanie Middle/High School (Admin #1)
3. Clatskanie Middle/High School (Admin #2)
4. Clatskanie Superintendent

Forest Grove School District

5. Tom McCall Upper Elementary
6. Neil Armstrong Middle School
7. Forest Grove High School

Gaston School District

8. Gaston Elementary
9. Gaston Jr/Sr. High School
10. Gaston Superintendent

Nestucca Valley School District

11. Nestucca K-8 (Admin #1)
12. Nestucca K-8 (Admin #2)
13. Nestucca High School
14. Nestucca Superintendent

Jewell School District

15. Jewell School
16. Jewell School Administrator

Scappoose School District

17. Grant Watts Elementary School
18. Otto Peterson Elementary
19. Warren Elementary School
20. Scappoose Middle School
21. Scappoose High School

St Helens School District

22. Columbia City Elementary
23. Lewis and Clark Elementary
24. McBride Elementary
25. Plymouth High School
26. St. Helens Middle School
27. St. Helens High School

Vernonia School District

28. Vernonia Elementary/Mist Elementary
29. Vernonia Middle/High School
30. Vernonia Superintendent

Services

A. Portico Leadership Development

Inflexion will provide thirty (30) annual memberships to the Portico learning community for the 2023-2024 school year which provides each principal or district administrator with:

- **Up to 11 hours of monthly, one-hour virtual Copilot 1:1 coaching** from a skilled Portico coach.
- **Up to 11 hours of monthly, one-hour virtual facilitated group Counterpart meetings** to connect with a small group of peers to share and brainstorm best and emerging practices and practical solutions.

- **Full online access** to Blueprint implementation guides built on the latest school improvement research and informed by individual Copilot sessions to help leaders:
 - i. create environments where students own their own learning;
 - ii. carve out time to teach the skills needed for the 21st century;
 - iii. align initiatives and programs to create cohesion across the school community.
- **Full online access** to Toolkit resources to engage school communities and to create inclusive leadership practices with staff, students, and families.
- **Full access to peer-led Crowdsource webinars** focused on current challenges faced by educators.
- **Exclusive, members only, access** to Crowdsource Coffees—just-in-time collaborative virtual sessions for school leaders in the Portico community to discuss shared challenges and exchange insights about what’s working as they transform the student experience and use inclusive leadership practices with their own communities.

The Portico community is built with student equity at its core and incorporates key features of a quality multi-tiered system of support (MTSS). Portico assists leaders with developing the necessary infrastructure to support each and every student. School and district leaders will engage in learning activities for their personal leadership development and become part of a larger community of educators to share ideas and engage in peer problem-solving.

B. Evaluation Study

Inflexion will conduct an impact analysis with a focus on (1) student outcomes and (2) qualitative evidence of systemic change at the site level that creates the necessary conditions for improved student outcomes.

The study will be completed and submitted to the Superintendent of the NWRESA by January 31, 2024.

Pricing and Payments

Total payment for listed participants is **\$204,000** with a discounted rate of **\$6,800** per administrator. The regular rate for Portico with districts or educational service districts with 30 participants is \$9,500 per administrator.

Additional administrators within NWRESA’s component districts may be added as mutually agreed upon at a rate of \$6,800 per participant.

Inflexion will present an invoice for nonrefundable payment of services upon a fully executed contract which the District will promptly pay upon receipt. Payment terms are Net 30. District acknowledges that Inflexion will invest considerable resources, including encumbering funds to carry out its commitments under this Contract. Consequently, if District cancels this Contract without cause, Inflexion will inevitably suffer substantial harm, including, but not limited to, substantial lost opportunity costs. District further

acknowledges that calculating the dollar amount of such harm with any precision would likely be very difficult. Therefore, District acknowledges and agrees that the non-refundable payment represents reasonable compensation to Inflexion for the lost opportunity costs, preparation costs, and similar costs it would incur as a result of District's cancellation of this Contract without good cause.

New Participants 2023-2024

Clatskanie School District

1. Clatskanie Superintendent

Gaston School District

2. Gaston Superintendent

Nestucca Valley School District

3. Nestucca K-8 (Admin #1)
4. Nestucca K-8 (Admin #2)
5. Nestucca High School
6. Nestucca Superintendent

Vernonia School District

7. Vernonia Superintendent

New Participants 2022-2023 School Year

Clatskanie School District (*Joined January 2023*)

1. Clatskanie Elementary School
2. Clatskanie Middle/High School (Admin #1)
3. Clatskanie Middle/High School (Admin #2)

Jewell School District

4. Jewell School Administrator (2nd Administrator)

Scappoose School District

5. Grant Watts Elementary School
6. Otto Peterson Elementary
7. Warren Elementary School
8. Scappoose Middle School
9. Scappoose High School

St Helens School District

10. Plymouth High School

Legacy Participants 2021-2022 (*\$6,800 per administrator*)

Forest Grove School District

1. Tom McCall Upper Elementary
2. Neil Armstrong Middle School
3. Forest Grove High School

Gaston School District

4. Gaston Elementary
5. Gaston Jr/Sr. High School

Jewell School District

6. Jewell School

St Helens School District

7. Columbia City Elementary
8. Lewis and Clark Elementary
9. McBride Elementary
10. St. Helens Middle School
11. St. Helens High School

Vernonia School District

12. Vernonia Elementary/Mist Elementary
13. Vernonia Middle/High School

Notices

The partner District understands and accepts that a *Portico* membership requires participating principals or administrators to abide by **a)** Terms of Service and **b)** Privacy Policy for the [Portico site](#).



Form 62

Northwest Regional Education Service District Form for Proprietary/Sole Source Acquisition

This Completed Form must be included with each requisition/contract that provides for proprietary/sole source acquisition of goods or services. Answer at least one of the following three items.

Contractor Name:	Inflexion	Total Amount of Purchase/Contract:	\$204,000
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1. Unique Features: Specify the unique features or characteristics of the goods or services that are requested:

Inflexion provides best in class leadership development and professional learning services focused specifically on rural schools and piloted supports with NWRES D in the 21-22 school year. Continuing services and allowing school leadership to use contiguous resources in the 23-24 school year is the most efficient utilization of existing resources to further build upon the pilot project.

2. Special Needs: Briefly explain why the unique specifications restrict the requisition to one manufacturer or provider:

To ensure continuity of work and to avoid a lapse in services to our component districts an efficient utilization of existing resources is required that can only be accomplished by continuing existing services with Inflexion.

3. Other Sources: State the reason or reasons why competing goods or services are not satisfactory, e.g., a justification for the proprietary/sole source acquisition:

A prior sole source acquisition and contract was approved in the June 2022 Board of Directors Executive Session, Budget Hearing and General Session due to rationale consistent with what is outlined above.

Submitted By (Signature of Individual Requesting the Proprietary/Sole Source Acquisition): Date 8/28/2023

DocuSigned by:

Anderson Kishlock

09272A0E2122400...

Signature of Director Date

8/28/2023

DocuSigned by:

John Pehr

F829DD3EFATA43E...

For additional information, refer to Section ORS 279.017 (2) (C) & (D), the Oregon Attorney General's Model Public Rates Manual, and NWRES D Board Policies DJC through DJG.

DO NOT WRITE BELOW THIS LINE FOR OFFICE USE ONLY

Signature of Chief Financial Officer Date

8/28/2023

DocuSigned by:

Jordan Ely

FE700DE5BA934F7...

**NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT CLATSOP,
COLUMBIA, TILLAMOOK & WASHINGTON COUNTY SERVICES
AGREEMENT (Non Public Works)**

This AGREEMENT is between **NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT (the ESD)**
and Educational Policy Improvement Center, dba Inflexion **(Contractor)**.

Business Name of Contractor

The parties agree as follows:

Effective Date and Termination Date: The effective date of services agreement shall be the date on which the Statement of Work is executed and will be valid for five (5) years unless terminated as provided below.

ESD Purchases Not required and Subject to Change: The ESD is not required to make any purchases under this agreement. This agreement is to provide for services on an as needed or scheduled basis.

Contractor's Agreement to Sell Services: Contractor agrees to sell to or provide with the ESD, on a requirements basis, the Services described in the Statement of Work (SOW) contract.

Statement of Work: Contractor shall perform the work described in the Statement of Work Contract. **Services to be performed also outlined on quote provided with original request.**

Payment for Work: The ESD agrees to pay Contractor in accordance with the Statement of Work Contract. Payment shall not exceed amount listed on Statement of Work and will be paid upon successful completion of work outlined on Statement of Work.

Contract Documents: The Contract Documents consist of the following documents which are listed in descending order of precedence: this Contract; attachments to this Contract, including the **Statement of Work Contract** (Statement of Work, Compensation, Payment and Renewal Terms) and **Certification Statement for Corporation or Independent Contractor Status**.

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

NWRESD
STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of the ESD, which may be withheld without cause. In addition to any other provisions the ESD may require, Contractor shall require of any permitted subcontract under this Contract, that the Sub-Contractor be bound by all the same terms and conditions of this agreement. Such sub-contracts are solely between the Contractor and the Sub-Contractor and shall not have any binding effect on the ESD.

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

3. **Other Contractors.** The ESD may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and with any ESD employees concerned with such additional or related work, and shall coordinate its performance under this contract with such additional or related work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by ESD employees.
4. **Independent Contractor Status.** Contractor shall certify status as an independent contractor in accordance with the Certification Statement for Corporation or Independent Contractor Status.
5. **No Third Party Beneficiaries.** The ESD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
6. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
7. **Nonperformance.** In the event of nonperformance under this contract, the ESD, after seven (7) days written notice, shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.
8. **Escalation.** Any price or cost adjustments shall be submitted by the Contractor no less than 60 days prior to the time in which such increases are to become effective. The ESD reserves the right to reject any modifications of the contract unacceptable to the ESD. Prices must be held firm for the first 12 months of the contract.
9. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
 - a. The ESD and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. The ESD in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
 - c. Either the ESD or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. Notwithstanding paragraph 9(c), the ESD may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.

10. Payment of Invoices

- a. Method of Payment. Unless otherwise provided in the Statement of Work Contract, payment shall be approved monthly by the ESD, net thirty (30) days unless otherwise specified upon submission of invoice(s) at the end of each month to the ESD. Please send all invoices via email to: AP_Invoice@nwresd.k12.or.us or by USPS mail to Northwest Regional ESD Fiscal Services Dept. at 5825 NE Ray Circle Hillsboro, OR 97124.
- b. Payment on Early Termination. Upon termination pursuant to paragraph 9, payment shall be made as follows:
- (i) If terminated under 9(a) or 9(b) for the convenience of the ESD, the ESD shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. The ESD shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim the ESD may have against Contractor.
 - (ii) If terminated under 9(c) by the Contractor due to a breach by the ESD, then the ESD shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
 - (iii) If terminated under 9(c) or 9(d) by the ESD due to a breach by the Contractor, then the ESD shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the ESD is entitled.
- c. Payment of Laborers. The Contractor shall, to the extent that is required by Oregon State, Federal, and Local law:
- (i) Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for this contract;
 - (ii) Pay all contributions or amounts due the Industrial Accident Fund by the Contractor or subcontractors, if permitted, incurred in the performance of this contract;
 - (iii) Not permit any lien or claim to be filed or prosecuted against the ESD on account of any labor or material furnished; and
 - (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

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

- d. Payment for Medical Care
- (i) To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- e. Non-Appropriation
- (i) If payment for work under this contract extends into the ESD's next fiscal year, ESD's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the School Board.
- f. Adequate Funding
- (i) Continuation of this contract, at specified levels, is conditioned on adequate funding under the ESD's budget adopted in June of each year. ESD reserves the right to adjust the level of services in accordance with funding levels adopted.

11. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
 - a. If terminated under 9(c) by the ESD due to a breach by the Contractor, the ESD may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the ESD the amount of the reasonable excess.
 - b. In addition to the remedies in paragraphs 9 and 10 for a breach by the Contractor, the ESD also shall be entitled to any other equitable and legal remedies that are available.
 - c. If the ESD breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

12. **Hours of Labor.** For those employees of Contractor covered or subject to Oregon employment laws:
 - a. Persons employed under this Contract shall receive at least time and a half pay for work performed on the legal holidays specified in ORS 279.334(1) (a) (C) (ii) to (vii) and for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.
 - b. Except as provided above, no person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the ESD absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay:
 - (i) for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - (ii) for all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; or
 - (iii) For work performed on Saturday and on any legal holidays specified in ORS 279.334.

For those employees of Contractor that are covered or subject to Oregon employment laws, Contractor must, pursuant to ORS 279.316(1) (b), give notice to employees who perform work on this Contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

13. **Time Limitation on Claim for Overtime.** To the extent any of Contractor's employees are covered by the Oregon employment laws, such covered worker employed by the Contractor shall be foreclosed from the right to collect for any overtime under this contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, providing the Contractor has:
 - a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
 - b. Maintained such circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

14. **Workers' Compensation.** To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor, its subcontractors, if any, and all employers working under this contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

15. **Hazardous Chemicals.** Contractor shall notify the ESD prior to using products containing hazardous chemicals to which the ESD students or employees may be exposed. Products containing hazardous chemicals are those products as defined in OAR Chapter 437. Upon the ESD's request, Contractor shall immediately provide Materials Safety Data Sheets pursuant to OAR 437-004-9800.

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

17. **Access to Records.** The Contractor agrees that the ESD and its authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts.

Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that the ESD's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

18. **Ownership of Work.** All work products created by the Contractor as part of Contractor's performance of this Contract, including background data, documentation and staff work that is preliminary to final reports, shall be the exclusive property of the ESD. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants the ESD a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. The ESD shall have no rights in any pre-existing work product of Contractor provided to the ESD by Contractor in the performance of this contract except to copy, use and re-use any such work product for ESD use only.

If this contract is terminated by either party or by default, the ESD, in addition to any other rights provided by this contract, may require the Contractor to transfer and deliver such partially completed work products, reports or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this contract.

19. **When Work is Performed on ESD Property (including Schools), Contractor shall comply with the following:**

- a. **Identification.** Notwithstanding 20c, Contractor's performing work on ESD Property or for ESD shall be in full uniform at all times. Uniforms shall include shirt with company identification attached. In addition, all such persons shall carry photo identification and will present such, to anyone on request. If such identification cannot be produced by Contractor, or is not acceptable to ESD, ESD may provide at its sole discretion, such identification tags to Contractor. Contractor shall bear the entire cost of producing and assigning such identification.

Contractors that do not have specific uniforms for employees, shall provide identification tags as described above, and or any other mechanism, the ESD in its sole discretion determines is required to easily identify Contractors.

As required by schools served by the ESD, each day of work Contractor's employees shall sign into the Main Office to receive an in-school identification/visitors tag to be displayed on the person at all times they are in the school or other location.

- b. **No Smoking.** Smoking or other use of tobacco is prohibited on the ESD property.
- c. **No Drugs.** ESD property sites and schools served by the ESD are designated drug-free zones.
- d. **No Weapons or Firearms.** Except as provided by Oregon Statutes and ESD policy, weapons and firearms are prohibited on ESD property.
- e. **Safety.** Prior to instituting work on ESD property, Contractor, its subcontractors, and suppliers shall review the safety and security policies issued by the ESD's Environmental Health and Safety Department and shall comply with those policies while on ESD property.

20. **When Work is Performed in or on School Sites, Contractor shall comply with the following:**

- a. **No Unsupervised Contact with Students.** Contractor will ensure that Contractor, any subcontractors, and their officers, agents and employees will have no direct unsupervised contact with students while on ESD/School District property. Contractor will work with the ESD to ensure compliance with this requirement. If The Work under this contract requires unsupervised contact with students, then Contractor shall submit to fingerprinting and a criminal background check pursuant to ORS 181.525, 181.539 and 342.223. Contractor shall pay for all required background and security checks.
- b. **Confidentiality.** Contractor will not disclose any information or records regarding students or their families that

Contractor may learn or obtain in course and scope of Contractor's performance of this Contract.

- c. **Criminal Records Check.** Notwithstanding paragraph 20a, Contractor will provide verification of criminal records check and fingerprinting for any Contractor, sub-contractor, officer, agent or employee who may, by the nature of the Work, have direct, unsupervised contact with students while on the ESD/School District property. Cost of the records check and fingerprinting shall be born by the Contractor. No work may proceed until the ESD receives verification of a satisfactory criminal records check.
 - d. **Child Abuse Reporting Act.** Contractor shall comply with the child abuse reporting law (ORS 491B.005 through 419B.050) as if Contractor were a mandatory abuse reporter. Contractor shall immediately report to the proper state or law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused. Contractor shall report to the Principal or designated school authority the circumstances supporting reasonable cause to believe that any child has been abused.
21. **Employment Standards.** The Contractor agrees that upon request by the ESD, it shall remove from all ESD premises any Contractor's employee who, in the sole opinion of the ESD, is guilty of improper conduct, bringing any unauthorized personnel (including their own children) into a facility, or is not qualified to perform the work assigned.
 22. **Security.** Any disclosure or removal of any matter and/or property on the part of the Contractor or Contractor's employees shall be cause for immediate cancellation of the contract. Any liability, including, but not limited to, attorney fees, resulting from any action or suit brought against the ESD as a result of the Contractor's or Contractor's employees' willful or negligent release of information, documents or property contained in or on ESD property shall be borne by the Contractor. All information, documents and property contained within these facilities shall be considered privileged and confidential.
 23. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.
 24. **Public Employee Retirement System.** Contractor represents and warrants that (a) Contractor is not active as an employee in the Public Employee Retirement System; (b) Contractor has not received wages from the ESD or any other public entity during this calendar or fiscal year.
 25. **Indemnity and Hold Harmless.** Contractor shall defend, indemnify, and hold the ESD, its officers, agents and employees, harmless against all liability, loss, costs, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the performance of this contract or by conditions created thereby, or based upon violation of any statute, ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the ESD, but is in addition to such common law or statutory provisions.
 26. **Insurance.** Contractor shall provide proof of insurance as required on the Standard Services Contract Insurance Requirements attachment.
 27. **Waiver.** Waiver of any default under this Contract by the ESD shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
 28. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and, rules of the ESD, as they appear at the time of signing or any subsequent addenda. Any legal action involving any question arising under this Contract must be brought in Multnomah County Circuit Court. If a claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
 29. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
 30. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
 31. **Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights

law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.

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

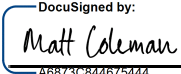
Execution of this Agreement occurs upon duly signed Statements of Work. If Client requires an executed copy of this Agreement, Client may sign and date below, returning copy to Contracts@nwresd.k12.or.us.

CONTRACTOR DATA AND SIGNATURE

Business Name:	Educational Policy Improvement Center, dba Inflexion		
Business Address:	360 E. 10th Ave, Suite 300 Eugene, OR 97401	Phone:	541-246-2600
Federal Tax ID#	82-0569407	or	Social Security #:
Is Contractor a nonresident alien?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Business Designation (check one):	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	
<input type="checkbox"/> Corporation-for-Profit	<input checked="" type="checkbox"/> Corporation-for-Non-Profit		
<input type="checkbox"/> Other (describe here):			


Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached documents. I certify that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.

<u>Matt Coleman</u>	<small>DocuSigned by:</small>  <small>A6873C844675444...</small>	<u>Chief Executive Officer</u>	<u>7/18/2022</u>
Name (please print)	Signature	Title	Date

NOTE: Contractor must also sign the Certification Statement for Corporation or Independent Contractor Status.

Northwest Regional Education Service District SIGNATURE
(This contract is not binding on the ESD until signed the appropriate signing authority)

<u>Dan Goldman</u>	<small>DocuSigned by:</small>  <small>DFD752A00AAE47E...</small>	<u>Superintendent</u>	<u>7/19/2022</u>
Name (please print)	Signature	Title	Date



Northwest Regional Education Service District

Sept. 12, 2023

TO: Board of Directors

FR: Kelsey Soltysiak, Communications Director

RE: 2022-23 Northwest Regional ESD Annual Report to ODE Under SB 250

EXPLANATION: Senate Bill 250 states under Section 25. (1.) No later than October 1, of each year, the board of directors of an education service district shall produce an annual report related to the performance and the finances of the education service district for the previous school year. (2.) The board of directors of the education service district must (a) submit the report produced as required to (A) the component school districts of the ESD; and (B) ODE; (b) Make the report available to the public at the administrative offices of the ESD and on the website for the ESD.

PRESENTER(S): Tracey Goldner

SUPPLEMENTARY MATERIALS: [2022-23 NWRESD Annual Report](#)

RECOMMENDATION: To approve the 2022-23 NWRESD Annual Report to ODE as presented.

PROPOSED MOTION: "I move to approve the 2022-23 NWRESD annual report to ODE as presented."

Northwest Regional Education Service District Annual Report to ODE for 2022-23

Senate Bill 250 states under Section 25. (1.) No later than October 1, of each year, the board of directors of an education service district shall produce an annual report related to the performance and the finances of the education service district for the previous school year. (2.) The board of directors of the education service district must (a) submit the report produced as required to (A) the component school districts of the ESD; and (B) ODE; (b) Make the report available to the public at the administrative offices of the ESD and on the website for the ESD. (3) The annual report that is produced as required by this section must include:

NAME OF ESD

Northwest Regional Education Service District

SECTION A – SIZE OF ESD

Data taken from the [ADMw Breakout 5/8/23](#)

COUNTY	DISTRICT	ADMw (2022-23)
Clatsop	Astoria	2,115.39
	Jewell	260.94
	Knappa	623.81
	Seaside	1,760.56
	Warrenton-Hammond	1,216.17
Columbia	Clatskanie	917.87
	Rainier	989.76
	Scappoose	2,282.11
	St. Helens	3,081.90
Tillamook	Vernonia	787.58
	Neah-Kah-Nie	946.26
	Nestucca Valley	715.27
Washington	Tillamook	2,520.25
	Banks	1,233.09
	Beaverton	45,164.53
	Forest Grove	6,940.90
	Gaston	663.29
	Hillsboro	23,053.50
	Sherwood	5,343.16
Tigard-Tualatin	13,435.72	
	<i>TOTAL ADMw:</i>	114,052.06

SECTION B—SERVICES CHART

- I. List of services provided in the Local Service Plan ONLY. If the ESD provides services other than those listed in the Local Service Plan, those services SHOULD NOT be included in the chart.
- II. Indicate which state Local Service Plan goal* (numbered 1 through 5 below), addressed next to each service.
- III. Use an X to indicate whether the service is offered to districts at no cost (using ESD dollars), OR if the service is offered on a contractual basis with districts.
- IV. Brief description of service
- V. Number of staff hours as an aggregate number only for each of the main four categories in the Local Service Plan: Special Education, Technology, Instruction and School Improvement, and Administration. You DO NOT need to break out staff hours by individual services within the main four categories.

**State Local Service Plan Goals*

- 1) Assist component school districts in meeting the requirements of state and federal law;
- 2) Improve student learning;
- 3) Enhance the quality of instruction provided to students;
- 4) Enable component school districts and the students who attend schools in those districts to have equitable access to resources; and
- 5) Maximize operational and fiscal efficiencies for component school districts.

Note: For the purposes of this report, NWRESA listed all services [presented to school district boards in the Local Service Plan](#), including core, menu, Student Success Act (SSA) technical assistance plan, and grant/value add services. Core, SSA and grant/value add services are designated as “ESD offers at no cost;” menu services are designated as “contracted.”

SPECIAL EDUCATION SERVICES

Service	State Goal Addressed	ESD Offers at No Cost	Contracted	Brief Description of Service
Early Intervention/Early Childhood Special Education (EI/ECSE) Evaluations	1, 2, 5		X	EI/ECSE evaluations look at a child's development and whether special education supports could build skills to further a child's individual developmental progress. Children who are found to be eligible for EI/ECSE receive free services. (MENU)
EI/ECSE Transportation	4, 5		X	In collaboration with the child's resident district, the EI/ECSE program can provide transportation to evaluations. (MENU)
Audiology	1, 2, 4, 5		X	Our audiology program supports students from birth to age 21. A licensed audiologist provides testing, consultation and workshops. Our two audiometric booths located at the Washington Service Center are used for audiological evaluations, including initial evaluations and re-evaluations to determine eligibility for deaf/hard of hearing special education services. (MENU)
Autism Spectrum Disorder (ASD) Services	1-5		X	This program is part of Oregon's Regional Inclusive Services. Our ASD team supports students who experience autism spectrum disorder and the educators who work with them. Services include evaluations; licensed special education teachers with ASD expertise; and coaching and consultation for teachers, specialists, parents and instructional assistants. (MENU; GRANT/VALUE-ADD)
Behavioral Support Consultation	1-5		X	Evidence-based behavior support consultation targets a specific area of need and may include the development of a functional behavior assessment or behavior support plan, classroom and program support, coaching, data analysis, multi-tiered systems of support (MTSS) consultation, and other technical assistance. (MENU)
Blind Visually Impaired (BVI) Student Services	1, 2, 4, 5		X	This program is part of Oregon's Regional Inclusive Services. Our BVI team serves students from birth to age 21 who experience low vision, are blind or are DeafBlind. Teachers of the visually impaired provide instruction, consultation, evaluation and professional development. Orientation and mobility specialists instruct students in safe, efficient

				and independent travel. Our brailist provides braille services to several school districts. (MENU; GRANT/VALUE-ADD)
Cascade Academy	1, 2, 4, 5		X	Cascade Academy is an educational behavioral program located in Beaverton. It serves students in grades 9 through 12. Local district teams refer students when they need a small, supportive academic environment with a strong behavioral focus. A consulting school psychologist and district team work with a team of behavioral specialists and special 19 K-12 Special Education Services education teachers to meet students' academic, social, emotional and behavioral needs. Curriculum, instruction and assessment are linked to the Oregon State Standards and the IEP process. Students and staff participate in equity training designed to increase educational opportunities and prepare students for success in their home schools and communities. (MENU)
Cascade/Pacific Intensive Classroom	1, 2, 4, 5		X	In the 2022-23 school year, NWRESA expanded the Cascade and Pacific programs to include an intensive classroom for students in grades 6-10. The new classroom functions as a self-contained program within Cascade and Pacific Academy, serving students who need significant adult support to participate in an academic setting. Students have the potential to access grade-level instruction, but mental health or behavioral needs will have resulted in cumulative academic and social emotional skill deficits. Students may be far behind their peers and unable to participate in small group instruction, even at the appropriate skill-level. Targeted skills include participating in whole group instruction, maintaining emotional regulation for extended periods of time, and using appropriate communication skills in the school setting. Students typically need one-to-one support for much of the day. (MENU)
Columbia K-8	1, 2, 4, 5		X	The Columbia Academy K-8 program is a special education placement for students who need intensive instruction regarding emotion regulation skills in order to access their academics. Students are placed into one of three classrooms based on grade level and programming needs. Currently, two classrooms serve elementary

				students. Program staff are trained to provide behavioral support, collaboration and unique supervision needed for students to learn safe strategies to regulate behavior and or emotions. Explicit instruction and practice of these skills helps ready students to return to their home school district. Students access core academic instruction at their appropriate grade level and receive specially designed instruction to work toward grade-level content standards. Students and staff participate in equity training to increase educational opportunities and prepare students for success in their home schools and communities. (MENU)
Comprehensive Health Screening Age 3-6 (Tillamook County)	4-5		X	Comprehensive Health Screening Age 3-6: Tillamook County. (MENU)
Deaf and Hard-of-Hearing Classrooms	1-5		X	Our deaf and hard-of-hearing classrooms host kindergarten to sixth grade students. Learning alongside peers with similar communication modalities facilitates linguistic and social emotional development. Some children in the program use sign language as their primary mode of communication and others choose a more auditory path. Students communicate with their teacher through their primary modality and attend school with those who share their culture and communication system. (MENU)
Deaf and Hard of Hearing Services	1-5	X	X	This program is part of Oregon's Regional Inclusive Services. Itinerant teachers serve students who are eligible for special education or Section 504 services. Services include consultation to educators, professional learning, and instruction – which typically includes reading, written language, self-advocacy and other areas most impacted by hearing loss. The program also provides staffing services, including American Sign Language (ASL) interpreter services, ASL teacher, and ASL assistants who work under the direction of a licensed classroom teacher. (MENU; GRANT/VALUE-ADD)
Educational/Instructional Assistants	2-3		X	Instructional assistants assist teachers in all facets of daily classroom management, instruction and inclusion. Based on

				classroom needs, they will divide their time between working with students, providing behavioral support and completing assigned administrative tasks. As a type of paraeducator, they work under the direction of a teacher to help students learn, make progress on their IEP goals and contribute to a safe and productive school experience. As an integral part of the educational team, instructional assistants help teachers maximize instructional time. (MENU)
FM Rentals	4-5		X	We rent FM systems to districts for use with students who experience hearing loss and need technology to support access to their instructional program. (MENU)
Learning Specialists	2, 4	X	X	Learning specialists hold an Oregon license with an endorsement in the area of their assignment. Instruction will include the development of academic, social, behavioral, and workforce skills. Additional job responsibilities include case management, IEP development, assessment and data collection, scheduling meetings, parent/guardian communication, management of support staff, and collaboration with general education teachers, youth transition program (YTP) teachers, social service and business partners. The teacher works with other instructional providers to ensure equitable access to teaching and learning. (MENU; GRANT/VALUE-ADD)
Levi Anderson Learning Center	1, 2, 4, 5		X	Levi Anderson Learning Center, located at St. Mary's Home for Boys, is a day treatment program serving boys in grades 6-12. Curriculum, instruction and assessment are linked to the Oregon State Standards. Students receive mental health and behavioral supports individually and in small groups throughout the school day. Students and staff participate in equity training designed to increase educational opportunities and prepare students for success in their home schools and communities. The focus of the program builds on social emotional learning throughout the school day. Classroom staff are trained in trauma informed care and collaborative problem solving and coordinate with the St. Mary's behavioral support team. (MENU)
Nursing Services	1, 4, 5	X	X	Our nursing team provides direct one-to-one care to students in the classroom, site-based nursing care or general nursing services in

				<p>school districts. Nurses also train and consult with educators. Districts can contract with us to provide nursing services to students based on a physician’s order or as designated in the individual IFSP/IEP. (MENU; GRANT/VALUE-ADD)</p>
Occupational Therapy (OT) Services	1, 2, 4, 5		X	<p>Our occupational therapy team assesses fine motor, visual motor, visual perceptual, motor coordination and sensory processing skills. Practitioners – occupational therapists and occupational therapy assistants – provide strategies and resources to promote independence, participation, strength, wellbeing and safety in the educational setting. They make adaptations to tasks and tools, model, consult, coach and teach skills. They may also facilitate assistive technology and equipment usage to remove barriers and support student success in academics, self-care and social participation. (MENU)</p>
Pacific Academy	1, 2, 4, 5		X	<p>Pacific Academy is an educational program with mental health supports located in Beaverton. It serves students grades 6-12. Local district teams refer students when they need a small, supportive academic environment with a mental health focus. A consulting school psychologist and district team work with mental health staff and special education teachers to meet the student’s academic, social, emotional and behavioral needs. Curriculum, instruction and assessment are linked to the Oregon State Standards and the IEP process. Students and staff participate in equity training designed to increase educational opportunities and prepare students for success in their home schools and communities. (MENU)</p>
Physical Therapy (PT) Services	1, 4, 5		X	<p>Our team provides school-age physical therapy services to address the gross motor needs of students in area school districts. Physical therapists evaluate the functional skills of students with disabilities to identify barriers to physically access and participate in school. Physical therapists consult and collaborate with the student’s educational team. Physical therapists and physical therapist assistants teach strategies to classroom staff that support safe</p>

				access and participation for the student in all settings throughout each school day. (MENU)
Regional Equipment Center	4, 5	X	X	This equipment center is part of our Regional Inclusive Services program. Eligible students can access a collection of adaptive equipment and assistive technology devices. The equipment is available to students who are qualified as orthopedically, visually or hearing impaired and referred by their home district to Regional Inclusive Services. Equipment center staff consult with therapists to determine students' equipment needs. (MENU; GRANT/VALUE ADD)
School Psychology Services	2, 4, 5		X	Our psychologists provide expertise in mental health, learning and behavior to schools and their students. They support evaluations for special education eligibility, Functional Behavioral Assessments (FBA), and school law and individualized education plan (IEP) procedures. They help improve academic achievement, promote positive behavioral and mental health, establish safe school climates and strengthen family partnerships. Social Emotional Learning Schools We operate five specialized school programs for K-12 students with significant emotional and behavioral learning needs: Cascade Academy, Columbia Academy, Levi Anderson Learning Center, Pacific Academy. School districts or county mental health programs recommend student placements. (MENU)
Speech-Language Pathology Services	2, 4, 5		X	Our speech-language pathology team partners with school districts and educational teams to promote language literacy, social learning and engagement. Students receive culturally and linguistically sustaining services. Our SLPs support students who exhibit the full range of communication needs, including language, literacy, articulation (speech sound disorders), fluency, voice/resonance and swallowing. (MENU)
Youth Transition Program (YTP)	2, 4	X	X	YTP is a collaboration between school districts and the Office of Vocational Rehabilitation to prepare students with disabilities for employment or career-related postsecondary education or training through the provision of a comprehensive array of pre-employment transition services and supports. Clatsop County school districts

				match grant funds to sustain the work of two transition specialists funded with this grant. (MENU; GRANT/VALUE-ADD)
Augmentative and Alternative Communication and Assistive Technology	1, 2, 4	X		This team is composed of specialists in assistive technology and augmentative communication. Assistive technology encompasses technological supports and augmentative communication systems. We provide training, information, technical assistance and resources regarding the uses of technology for children with disabilities. (GRANT/VALUE-ADD)
Blind Visually Impaired (BVI) Student Services	1, 2, 4, 5	X		Our BVI team serves students birth to age 21 who experience low vision, are blind or are deafblind. Teachers of the visually impaired (TVI) provide instruction, consultation, evaluation and professional development. Orientation and mobility (O&M) specialists instruct students in safe, efficient and independent travel. Our brailist provides braille services to several school districts. (GRANT/VALUE-ADD)
Blind Visually Impaired Student Fund	1, 3, 4	X		This fund was established in 2009 by the Oregon State Legislature to help students transition to educational programs in their neighborhood schools when Oregon's School for the Blind closed. The fund's purpose has since expanded to enhance learning for all students in the state who experience blindness or visual impairment. (GRANT/VALUE-ADD)
Early Childhood Special Education (ECSE)	1, 2, 3, 4	X		Early Childhood Special Education (ECSE) offers special education services to children found eligible through our screening and evaluations process. Services include specially designed instruction and related services such as physical, occupational, or speech and language therapy. Most of these services are offered in partnership with school districts, community and Head Start preschools, and other child care facilities. When needed, services are offered in specialized settings. Early Intervention Our Early Intervention (EI) program supports eligible children from birth to age 3 years. The program helps families develop the skills they need to help their children learn and grow. Services are delivered through a parent

				coaching model at home or in other caregiving settings. (GRANT/VALUE-ADD)
Early Intervention/Early Childhood Special Education (EI/ECSE) Intake and Screening	4	X		Screenings are completed at no cost for children ages birth to five. The EI/ECSE intake and screening process determines if a child needs to be evaluated to determine EI/ECSE eligibility. Evaluations, which are available as a contracted service, look at a child's development and whether special education supports could build skills to further a child's individual developmental progress. (GRANT/VALUE-ADD)
Regional Inclusive Services	1-5	X		Oregon's 11,000+ students who experience visual impairment, orthopedic impairment, deafness or hard of hearing, deaf-blindness, traumatic brain injury and/or autism spectrum disorder need an appropriate and accessible education in their home district. Regional Inclusive Services provides training, technical tools, and additional support to educators so that all schools, no matter their size or location, can deliver an inclusive education. Regional Inclusive Services recently changed its name from Regional Programs to more specifically and accurately describe its function. Inclusive practices ensure that students with disabilities have opportunities to learn alongside their nondisabled peers in their neighborhood schools and communities. The statewide program consists of the Oregon Department of Education and several education service districts, school districts and other community agencies who work in partnership to ensure educators and schools across Oregon are equipped with the tools, skills and resources to deliver an accessible education for all children. (GRANT/VALUE-ADD)
Traumatic Brain Injury (TBI) Services	2, 4	X		Our TBI liaison connects educators, families and students to resources both within our region and throughout the state. The TBI liaison also works closely with members of the statewide TBI team, which includes professionals throughout our region who have volunteered to complete professional learning activities needed to provide consultation within their school district. (GRANT/VALUE-ADD)

Programs For Children With Special Needs - TOTAL STAFF HOURS	722,001.58
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TECHNOLOGY SERVICES

Service	State Goal Addressed	ESD Offers at No Cost	Contracted	Brief Description of Service
Cybersecurity Services	1, 4, 5	X		Cybersecurity services include advising on policy and procedure, security management of technology applications, and incident response during cyber threats and attacks. (CORE)
Forecast 5	5	X		We provide Forecast 5 analytics tools to help K-12 educational leaders leverage district, demographic and peer data to develop future focused strategies for managing limited resources, achieving education outcomes and improving academic ROI in today's challenging budget environment. (CORE)
Help Desk	5	X	X	We provide an on-demand, generalized support resource for district technology staff. (CORE; MENU)
Library Services (Follett Destiny Library, Resource Manager and Textbook)	5	X	X	We host and support Follett's Destiny Library Management System, which provides a full service suite of school library software for managing inventory, check in/out, fees, and users. Destiny is an internet based library, textbook and resource management system designed specifically to support K-12 education. We provide software hosting, support, student information system integration and training. (CORE)
Network Security Services	5	X		A triage-based security team is available to work alongside district technology teams to analyze existing vulnerabilities, prioritize fixes, and assist with engineering support to help plan and address security vulnerabilities. Network Services We keep districts connected to the internet with a full suite of network management and connectivity

				services. We provide a sustainable model that increases speed and redundancy while maintaining low costs for school districts. (CORE)
Restraint & Seclusion Application Development	1, 5	X	X	The Restraint and Seclusion Application is a custom built records management system to track all school incidents resulting in physical restraint and/ or seclusion. The Oregon Department of Education (ODE) requires a precise count and reporting of these incidents based on a number of student criteria. This application provides a secure and permanent history of these records, along with calculation and exportation of all pertinent data to ODE. (CORE; MENU)
Technical Engineering Cooperative	5	X	X	Component districts participate in the Technology Engineering Cooperative, which ensures engineers are always available to keep essential systems running smoothly. This also connects your technology staff with ESD engineering teams for escalation of critical issues and serves as an additional resource in a time of crisis. (CORE; MENU)
Attendance Reconnection System	1, 5		X	Developed by the Cascade Technology Alliance, this web-based application assists schools in processing and tracking attendance issues. The software provides recording and monitoring for all required forms. It incorporates the steps necessary for districts to return as many students as possible to the classroom and contributes significantly to case resolution rates and is available to school districts, ESDs, and police departments across Oregon. (MENU)
Canvas Learning Management System	4-5		X	We contract with Instructure to provide the Canvas Learning Management System (LMS). Canvas provides a full suite of learning management for distance learning and the classroom including a space for course content, quizzes and grades. Data and usage analytics are available. (MENU)
Criminal Background Check System	1, 5		X	We contract with Criminal Information Services, Inc. (CRIS) to provide customized, easy-to-use, online and offline criminal background information at a reduced rate. With a per use charge, CRIS allows us to conduct background checks via web interface on volunteers, new hires, coaches, substitutes, teachers and staff. The CRIS database includes

				access to a nationwide database of over 1,000 registries and 300 million records on criminal activities. (MENU)
District Level Technology Purchasing	5			We provide purchasing assistance to component districts. Our team of trained technicians are available to purchase needed software and hardware from multiple retailers streamlining the process for clients. (MENU)
Learning360 Streaming Video	3-5		X	We contract with Infobase to provide Learn360, a 2023-24 Local Service Plan - Menu 23 Technology Services streaming digital content service for K–12 education. Teachers, students, and parents can access more than 130,000 multimedia resources on any Internet enabled device, anytime, anywhere. Does not include: Classroom Video on Demand. (MENU)
Oregon Data Suite	2		X	We contract with Willamette ESD to offer the Oregon Data Suite. The suite is a collection of data services that provide educators with an accessible tool to monitor and analyze key indicators of student success. It uses a visual dashboard to transform district, building, and student data into usable information. (MENU)
ORSpEd	1, 5		X	ORSpEd is a custom built, web-based software application that serves Oregon K-12 special education needs. The system allows special education staff and administrators to access student data using a forms-based system with entry screens based on ODE forms. Reports can be configured using the data filtering tool and exported to excel for easy analysis. (MENU)
Public School Works	1		X	We contract with Works International to provide Public School Works compliance training to local school districts and public entities. Public School Works is designed to ensure all employees have completed annual training requirements. The widespread use allows districts to pay a nominal fee per employee each year. The software generates email notification to employees and uses a paperless management tracking feature. (MENU)
School ERP Pro (formerly Infinite Visions)	5	X	X	We contract with Tyler Technologies to host School ERP Pro, a comprehensive enterprise financial and human resources management solution specifically engineered for the K-12 business

				environment. Modules include general ledger, budget, accounts receivable and accounts payable, payroll, human resources, grant tracking, and inventory. The employee access web portal allows employees, administrators, and fiscal staff access to work from anywhere. Direct support from Tyler Technologies is included. (MENU)
Synergy Student Information System	1, 5		X	We offer the Synergy Student Information System (SIS), a comprehensive student information system providing single entry for student demographics, scheduling, attendance, grading, transcripts, fees, immunization, and discipline tracking. Additional Synergy applications and services are also supported, including integration with Zoom and One Roster, online registration, assessment, Inspect Item Bank, GradeCam, MTSS, analytics, SchoolPlay, special education, ParentVue and StudentVue. (MENU)
Technology – TOTAL STAFF HOURS				58,085.07

INSTRUCTION AND SCHOOL IMPROVEMENT SERVICES

Service	State Goal Addressed	ESD Offers at No Cost	Contracted	Brief Description of Service
Regional Innovations and Professional Learning	2-5	X		Regional Innovations and Professional Learning are funds backed by Hillsboro and Beaverton School Districts (who are not participants in the core) that supplement several core and grant-funded services, including: 9th Grade Success Network; School Culture and Climate; Early Literacy Network; Instructional Coaching Network; Social, Emotional and Mental Health Services; grant management; Career and College Readiness; Ion MTSS; STEM Hub; and Early Learning Hub. Read more about these services in the grant and value-add services section in the appendix. (CORE)

Attendance Services	1, 2, 4	X	X	We partner with school district attendance teams to grow community awareness about the importance of regular attendance and to strengthen school-to-home connections. As a last resort, we also provide truancy services. Our officers take a restorative approach to their process, working with students and families to identify barriers to school attendance and strengthen communication between families and schools. (MENU; GRANT/VALUE-ADD)
Cascade Education Corps	2		X	Cascade Education Corps is an experiential education program for Tigard-Tualatin School District students that aims to provide underserved youth with the knowledge, skills, resources and confidence to be lifelong environmental stewards. Students spend time in the field working on restoration projects. (MENU)
Diverse Educator Pathways	2, 4, 5	X	X	Research shows academic and social emotional benefits for students who have access to educators who mirror their racial, cultural and linguistic identities. Yet, there is a severe shortage of linguistically and racially diverse educator talent in our state. To address this critical gap, we launched the Diverse Educator Pathways Program, partnering with Forest Grove, Hillsboro, Beaverton, Tigard-Tualatin and Sherwood school districts to develop a diverse talent pool. Through a recent Educator Advancement Council Grow Your Own grant, we have added pilots in Gaston, Nestucca Valley, Tillamook and Neah-Kah Nie school districts. We collaborate with schools and other partners to recruit future teachers and convene teacher candidates in a networked community. Participants agree to interview with their home district upon completion of their licensure program. (MENU; GRANT/VALUE-ADD)
Ion MTSS Software	2, 5	X	X	We provide software and support for data-based monitoring of system-wide efforts, identifying student needs and delivering and tracking student supports. (MENU; STUDENT SUCCESS ACT TECHNICAL ASSISTANCE PLAN)

Oregon Virtual Education (ORVED)	4, 5		X	Oregon Virtual Education (ORVED) offers a suite of online standards-based courses taught by Oregon certified teachers. (MENU)
Reengagement Services	1		X	We employ a team of attendance advisors to work with school districts on returning as many students as possible to the classroom. The attendance team has training and is able to include all truancy requirements within their reengagement process. Acting on attendance referrals from schools, our team contacts parents and provides information on Oregon laws that require students to attend school. Approximately 70% of referrals are resolved with an initial contact, and approximately 80% are resolved without citation. Our team's focus is first on re-engagement while still meeting Oregon attendance laws, as reengagement has proven much more effective than truancy citation. If attendance problems persist, a mandatory meeting is set up with parents, school staff and our team in order to problem solve and support the student and family to re-engage. If absolutely necessary, our team will follow all Oregon truancy laws with documentation for districts. (MENU)
Willamette Promise	4		X	In collaboration with local high schools and higher education institutions, students earn college credits while they are still in high school. We focus on cooperation between high school teachers and college faculty to ensure students are working and learning at a college level. We specifically seek to engage historically underserved students, including students of color and first-generation college goers. (MENU)
9th Grade Success Network	2-3	X		The purpose of the 9th Grade Success Network is to increase the number of students completing 9th grade on track to graduate within four years. Ontrack students are more than 3.5 times more likely to graduate from high school in four years. This network consists of more than 30 high school teams from across Clatsop, Columbia, Tillamook and Washington counties who engage in continuous improvement. Teams collectively focus on an aim statement, theory of improvement and change ideas. NWRESD's 9th Grade Success professional learning team serves as the network's hub, providing professional learning and

				capacity building to educators in service of student success. (STUDENT SUCCESS ACT TECHNICAL ASSISTANCE PLAN)
Attendance Collaboratives and Professional Learning	3	X		The Attendance Network, supported through the Every Day Matters and Integrated Guidance initiatives, provides ongoing professional learning around best practice in attendance, including development of attendance teams and re-engaging students and families who have been absent from school. (STUDENT SUCCESS ACT TECHNICAL ASSISTANCE PLAN)
Early Literacy Network	2-3	X		Our Early Literacy Network recently launched a year-long professional development opportunity for educators who work in early learning through second grade in Clatsop, Columbia, Tillamook or Washington counties. Teams meet monthly and have access to coaching and consultation, book studies, a monthly newsletter, a lending library, social emotional learning kits, and quarterly convenings. Educators who join this professional development cohort will focus on topics such as oral language and vocabulary instruction, family engagement strategies, literacy routines and culturally responsive and sustaining practices. The network has two strands. The first is for educators who work in child care, preschool or kindergarten settings. The second is for educators who work in kindergarten, first or second grades. Participants do not need to be licensed teachers to participate. (STUDENT SUCCESS ACT TECHNICAL ASSISTANCE PLAN)
Instructional Coaching Network	3	X		The Instructional Coaching Network is a professional learning community for educators who facilitate adult learning in their school or district. By supporting instructional coaches, the network helps districts implement strategies across their system and develop their educator workforce in ways that lead to student growth. The regional approach connects coaches for job-alike collaboration and sharing of resources. Participants develop strategies to collaboratively plan with teachers, provide personalized feedback and use a continuous improvement model to establish and pursue student-focused goals. (STUDENT SUCCESS ACT TECHNICAL ASSISTANCE PLAN)

School Culture and Climate	2-3	X		We convene teams that are focused on creating welcoming and inclusive environments in which every student feels safe, connected, supported, valued and a sense of belonging. Using a continuous improvement process, we facilitate professional learning and coaching to help teams identify root causes of problems in their schools, seek out the voices of those most impacted, and design change ideas to test and learn from in order to improve the system. We believe in dismantling systems that perpetuate inequities so every child achieves their highest potential. (STUDENT SUCCESS ACT TECHNICAL ASSISTANCE PLAN)
Social, Emotional and Mental Health Services	2-3	X		Our Social, Emotional and Mental Health team supports education professionals with the goal of improving the wellbeing of students, schools, and communities. By sharing the latest research and using best practices, we are here to coach, collaborate, and support more healthy and positive learning environments. (STUDENT SUCCESS ACT TECHNICAL ASSISTANCE PLAN)
English Language Learner Consortium (Title III)	2-3	X		This consortium ensures English learners, including immigrant children and youth, attain English proficiency and achieve academically in English and all other subjects. We assist teachers, including preschool teachers, principals and other school leaders in establishing and sustaining effective language education programs so that students are ready to attend classes in English. Instructional Technology Professional Learning NWRESA's technology team hosts workshops and training opportunities for educators who want to learn more about educational technology tools. Opportunities are posted to nwresd.org on the technology page. (GRANT/VALUE-ADD)
Migrant Education Program (MEP)	2-4	X		MEP ensures children whose families migrate for work in the agricultural, fishing, timber and other similar industries can fully benefit from public education. The program focuses on family partnership, kindergarten preparation, student empowerment and high school completion. (GRANT/VALUE-ADD)
Northwest Outdoor Science School	2	X		Northwest Outdoor Science School is a four-day, three-night experience for sixth grade students. In an immersive experience,

				students learn about the natural world at one of our five sites in northwest Oregon. Each site's 12 to 13 staff members are supported by high school volunteers. (GRANT/VALUE-ADD)
Northwest Regional Educator Network	2-3	X		The Northwest Regional Educator Network (REN) is one of 10 networks across Oregon tasked with determining how to spend local grant funds to best ensure students have access to high-quality educators. The Northwest REN encompasses Columbia, Clatsop, Tillamook and Washington counties and is responsible for disseminating \$2.5 million per year in state funds (funding rates are for the 2019-21 biennium). (GRANT/VALUE-ADD)
Oregon Response to Instruction & Intervention (ORTIi)	2-3	X		The purpose of Oregon Response to Instruction and Intervention is to provide technical assistance to Oregon school districts implementing Response to Intervention (RTI) systems that provide targeted, effective instruction to meet the needs of all students and provide the framework to identify students with Specific Learning Disabilities (SLD). The focus of the project is on literacy, early intervention, and the use of evidenced-based practices. ORTIi has been supported by the Oregon Department of Education since 2006. (GRANT/VALUE-ADD)
School Safety and Prevention System	1, 2, 5	X		The School Safety and Prevention System (SSPS) was established through Section 36 of the Student Success Act and Senate Bill 52 (Adi's Act). This new statewide system is centered on equity, racial equity and access to mental health services. This system provides an integrative approach for aligning school safety, public education and health systems. (GRANT/VALUE-ADD)
STEM (Science, Technology, Engineering, Math) Hub	2, 3, 5	X		Northwest STEM Hub supports Clatsop, Columbia and Tillamook counties. We work to: identify community needs and assets; convene families, educators, higher education, community-based organizations and industry to promote STEM experiences; strategize to fill STEM learning gaps; build shared social and economic prosperity through STEM access, interest and skills attainment, especially for those furthest from opportunity. (GRANT/VALUE-ADD)
Instruction and School Improvement – TOTAL STAFF HOURS				92,918.71

ADMINISTRATIVE SERVICES

Service	State Goal Addressed	ESD Offers at No Cost	Contracted	Brief Description of Service
County Allocations	4-5	X		Each county subset of school districts receives funding to support localized priorities agreed upon by the district superintendents. (CORE)
Emergency Closure Network	5	X		We provide districts with access to an emergency communication system for sharing school delays and closures with their communities and the local media. (CORE)
Grant Management	4-5	X	X	We provide grant writing and management to school districts seeking competitive grants, including state, federal and private grants. Grant writers connect with school district teams to envision, plan and convey projects and match them to grant opportunities. Support includes program design and strategy, connection to potential funders, and writing, editing, and submitting grant proposals. (CORE; MENU)
Communications	4-5		X	Districts can contract for dedicated support from a communications manager in increments of 0.25 FTE. The communications manager would work in the district to advise and execute communications strategy and serve as a public information officer. They would be a member of a larger communications team at NWRESD and have direct access to coaching, mentoring and support. (MENU)
Fiscal Services	4-5		X	NWRESD provides school districts with a full range of fiscal services, including accounting, budgeting, payroll processing, and financial reporting. (MENU)
Medicaid Reimbursements	5		X	We offer districts the opportunity to participate in school Medicaid Billing and Medicaid Administrative Claiming in Oregon. Medicaid reimburses schools for health and related services provided to

				Medicaid enrolled students. Schools bill for services provided through an individualized family service plan (IFSP) or individualized education plan (IEP). The Medicaid administrative claiming (MAC) program reimburses districts for administrative activities associated with coordination, referral, outreach and program planning of Medicaid-covered health services. (MENU)
Spanish Language Interpretation and Translation	4-5		X	We offer translation (written) and virtual and in-person interpretation in Spanish to component districts. Learn more about the pricing and services offered on our Spanish language interpretation and translation page. (MENU)
Substitute Services	5		X	Our human resources substitute services team manages the hiring and placement for licensed and classified substitutes for school districts in Columbia, Clatsop, Columbia, Multnomah, Tillamook and Washington counties in partnership with our districts. (MENU)
Communications (SSA Support)	1, 4-5	X		Our communications team offers technical assistance, networking and support to educational staff in the region who have a community relations role. We are available to assist with: Crisis response, Student Investment Account community relations plans, translation and interpretation, including training on how to work with an interpreter, graphic design, messaging, convening and networking around regionally relevant topics. (STUDENT SUCCESS ACT TECHNICAL ASSISTANCE PLAN)
Community Engagement and Family Partnerships	1, 4-5	X		Oregon districts feature communities, families and students who have been historically and contemporarily underserved, underrepresented, excluded or marginalized from the educational system. When we support your district through training in strengthening family partnerships, advocacy, organizing, and increasing engagement with the community, you will see focal groups that will feel less like an audience for your decisions and more involved as key partners, structures of accountability and feedback will bring a sense of transparency and authenticity to district planning. (STUDENT SUCCESS ACT TECHNICAL ASSISTANCE PLAN)

Research, Assessment and Evaluation	1-3	X		Our research, assessment and evaluation team furthers the ability of educators in our region to use data toward equitably improving outcomes for students by ensuring quality data, accessible data and training in data literacy. The team's current work focuses on supporting school districts with the data collection, reporting, and evaluation needs connected to their Student Success Act Plans and helping districts monitor the Academic Return On Investment (AROI) from these new state funds. (STUDENT SUCCESS ACT TECHNICAL ASSISTANCE PLAN)
Cascade Alliance for Equity (CAFE)	4	X		CAFE is a partnership between Clackamas, Multnomah and Northwest Regional education service districts. The mission is to leverage the collective work of educators and community partners across the region to foster culturally sustaining practices that result in equitable opportunities and improved outcomes for all Oregon students. (GRANT/VALUE-ADD)
Child Care Resource and Referral (CCR&R)	1, 3	X		Northwest CCR&R supports child care providers in Clatsop, Columbia and Tillamook counties through training, career advancement opportunities, licensing and other forms of support. The team also advances child care sector planning for the region.
Courier	5	X		NWRESA's courier delivers educational materials, technology and other materials between all school districts and NWRESA sites. The courier schedule is posted to nwresd.org. (GRANT/VALUE-ADD)
Early Learning Hub	4	X		The Northwest Early Learning Hub convenes cross sector partners – educators, health care providers, community advocates, businesses and others – to create local systems that are aligned, coordinated and family-centered. Families in Clatsop, Columbia and Tillamook counties receive support to become healthy, stable and attached and their children receive the early learning experiences they need to thrive. (GRANT/VALUE-ADD)
Northwest Parenting	4	X		Northwest Parenting is a regional collaborative that delivers parenting education programs, educational workshops, family engagement opportunities and support for school success to

				families in Clatsop, Columbia and Tillamook counties. (GRANT/VALUE-ADD)
Administrative – TOTAL STAFF HOURS				276,887.53

SECTION C—WORKFORCE AND SALARY INFORMATION

Data for July 1, 2022 - June 30, 2023 will be available once posted.

- i. Find NWRESD staffing data on the [Oregon Transparency Website ESD Data Reports](#).

SECTION D—DISTANCE LEARNING

- i. Did the ESD utilize distance learning? **YES** NO
- ii. If yes, include a descriptive paragraph: NWRESD's technology team provides implementation and integration of the Canvas Learning Management System environment. Oregon Virtual Education (ORVED) assists districts in personalizing education for their students. With ORVED, students can take online classes from Oregon-certified teachers using a variety of software providers. ORVED staff can also assist districts in setting up their own online academies. Our ultimate goal is to help each district expand its existing course offerings and attract and retain students to that district. Our mission is to assist districts across Oregon as they seek to meet the needs of an ever-diversifying student body. ORVED classes can be used for credit recovery, to resolve scheduling conflicts, to supplement existing offerings, to assist students in nontraditional situations (pregnant/parenting/medical leave) or to obtain college credit.

SECTION E—REVENUE AND EXPENDITURES

- **EXPENDITURES:** Find expenditure data on the [Oregon Transparency Website ESD Data Reports](#) page.
- **REVENUE:** [Oregon Transparency Website Revenue Data](#).



Northwest Regional Education Service District

September 12, 2023

TO: Board of Directors

FR: Stacy Rager, Executive Director of Early Learning

RE: Coaching Contract with the University of Denver

EXPLANATION:

The EI/ECSE Program would like to continue to receive training and coaching from the University of Denver on the implementation of the inclusive classroom model for the Learning Experiences: An Alternative Program for Preschoolers and Parents (LEAP) program. This contract provides on-site training and on-going coaching support to ensure program implementation and fidelity for 5 classrooms in our four-county region, a 2 classroom increase over last year. The contract amount is \$175,000 for the 23-24 school year.

PRESENTER(S): Stacy Rager

SUPPLEMENTARY MATERIALS: [LEAP Contract](#)

RECOMMENDATION: To approve the LEAP Contract of \$175,000 as presented.

PROPOSED MOTION: I move to approve the LEAP Contract as presented.

PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is between the **Northwest Regional ESD** (“Customer”) and the University of Denver (“DU”).

WHEREAS, Customer desires and intends to contract with DU to obtain the “Services” identified below in Section I; and

WHEREAS, Customer and DU intend to remain in a contractual relationship for the period described in SECTION II herein, so long as funding is available to both Customer and DU for this purpose.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, Customer and DU agree as follows.

I. SERVICES

A. DU shall provide the following Services to **Customer**:

1. Training in the implementation of the *Learning Experiences: An Alternative Program for Preschoolers and Parents* (“LEAP”) *Preschool Model* including content and coaching in: a) LEAP Overview; b) Understanding Autism; c) Classroom Organization and Management; d) Understanding and Responding to Behaviors; e) Assessment and Data Collection; f) Peer-mediated Social Skills; g) LEAP Parent Skill Training and: h) utilization of the LEAP Quality Program Indicators.
 - A. Kick-off Training workshop (2 days),
 - B. Mid-Year Training Event (1/2 day)
 - C. Year End Training Event(1/2 day)
2. Direct coaching with Five (5) classrooms, throughout the 2023-2024 school year (approximately 10 days or equivalent/year per classroom) utilizing Practice-based Coaching strategies.
3. Training and Support to internal coaches to support long-term scale up and sustainability and the utilization of the LEAP Quality Program Indicators and LEAP Fidelity and Sustainability Tool.
4. Monthly remote “Office Hours” for classroom teams and coaches.
5. In the event of distant or remote learning or guidelines prohibiting on-site visits, distance technology (e.g., video feedback, video conferencing, phone & email) will be provided and used to support classrooms, teachers and coaches using distance practice based coaching strategies at the same level of support.

6. Support in the development of a LEAP Leadership team to direct the initiative, future scale up and sustainability.

B. Customer is responsible for identifying persons to participate in the trainings hereunder (“Participants”) and all communication to Participants regarding pre-work, schedules, work assignments, and schedule changes. DU will provide training on scheduled dates. Re-scheduling dates may only occur by mutual agreement between DU and Customer.

C. For clarity, LEAP is the intellectual property of Phillip Strain (“Author”). University is authorized by Author to utilize LEAP to provide the Services to Customer. As between Customer and DU, title to (i) the methodology, procedures, and processes utilized in performing the Services, and, (ii), all intellectual property created or developed, including without limitation any inventions and discoveries conceived or first reduced to practice, computer software, manuals, and works developed, whether or not protectable by patent or copyright, by DU in the performance of the Services, resides and will reside in DU. To the extent DU creates any updates, derivative works, changes or modifications to LEAP, such updates, derivative works, changes or modifications will be the property of DU (except to the extent any portion thereof that incorporates any intellectual property or confidential information of Customer, which portion, if any, shall continue to be owned solely by Customer). In the event that Customer obtains any intellectual property rights or ownership interests by operation of law or otherwise in LEAP (or updates, derivative works, changes or modifications thereof) through DU’s performance of the Services hereunder, Customer hereby irrevocably assigns any such intellectual property rights or ownership interests to DU. Customer will not undertake to obtain, in lieu of DU, any copyright, trademark, service mark, trade secret, patent rights or other intellectual property rights with respect to LEAP.

II. AGREEMENT TERM. The Agreement is effective as of July 1, 2023 and terminates on June 30, 2024 (the “Initial Term”). This Agreement may be extended beyond the Initial Term by the written mutual agreement of both parties.

III. COMPENSATION. For the Services provided hereunder, Customer will pay DU the fixed price sum of **\$175,000**.

IV. PAYMENT. DU shall submit invoices to Customer on a quarterly basis. Said invoices will state the period for which payment is being requested. Invoices will be sent to:

Accounts Payable
5825 NE Ray Circle
Hillsboro, OR 97124
ap_invoice@nwresd.k12.or.us

Payment is due within 30 days of invoice date. Payment will include a **DU** invoice number. Remit to:

University of Denver
Morgridge College of Education
Attn: Emilia Clayton
1999 E. Evans Ave
Denver, CO 80208
303-871-4236
Emilia.Clayton@du.edu

V. INDEPENDENT CONTRACTOR. The parties hereby acknowledge that they are independent contractors, and nothing contained in this Agreement shall be construed or implied to create an agency, joint venture, or partnership between the parties hereto, and neither party shall have any authority by virtue of this Agreement to contract or otherwise act on behalf of the other. Neither party shall represent itself as an agent of the other.

VI. WARRANTY BY CUSTOMER. Customer warrants and represents that it does not engage in any activities prohibited by state or federal law, and that the funds being paid under this contract are not the result of or connected to any illegal activity under state or federal law.

VII. NOTICE. Unless otherwise stated in this Agreement, all notices or other communications shall be in writing and shall be deemed to have been given at the time of mailing (if sent by certified mail, first-class postage prepaid), at the time transmitted (if sent by facsimile) or at the time of delivery (if hand delivered). All notices shall be sent to the parties at the following addresses or at such other address as either party may designate in writing:

For DU:	Original to: Emilia Clayton University of Denver Morgridge College of Education 1999 E. Evans Ave. Denver, CO 80208 303-871-4236 Emilia.Clayton@du.edu
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Copy to:	Phillip Strain, Ph.D. University of Denver Morgridge College of Education 1999 E. Evans Ave. Denver, CO 80208 303-916-0881 Phillip.Strain@du.edu
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For Customer:	Original to: Stacy Rager Executive Director of Early Learning 5825 NE Ray Circle Hillsboro, OR 97124
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VIII. LIABILITY AND INSURANCE

a. Each party agrees to be responsible for the negligent acts or omissions of its employees, officers, or directors. Customer is solely responsible for any liability arising out of Customer's use of or reliance upon Services or anything generated from the Services.

b. No liability hereunder shall result to a party by reason of delay in performance caused by force majeure, that is, circumstances beyond the reasonable control of the party, including, without limitation, acts of God, fire, flood, war, civil unrest, or shortage of or inability to obtain material and equipment.

c. Notwithstanding the foregoing, in no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for loss of profits, revenue, or loss or inaccuracy of data, or any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages, except that this limitation shall not apply to damage to tangible property or injuries to persons, including death.

IX. TERMINATION. Either Customer or DU may terminate this Agreement at any time by giving the other party written notice of not less than sixty (60) days. Customer shall be responsible for all costs and any non-cancellable obligations incurred by the DU up to the date of termination. DU shall return any prepayment by Customer in excess of such sums. Payment shall be due within thirty (30) days of termination. Customer's payment obligations for Services previously rendered by DU prior to the date of termination shall survive the termination of this Agreement.

X. CHOICE OF LAW AND VENUE. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. The venue for any disputes between the parties arising out of or with respect to this Agreement shall be in a court of competent jurisdiction located in Denver, Colorado. Each party agrees to personal jurisdiction of the state and federal courts located in Denver, Colorado.

XII. ENTIRE AGREEMENT. This Agreement contains the entire and only agreement between the parties in respect to the subject matter. This Agreement may not be amended in any manner except by an instrument in writing signed by the duly authorized representatives of Customer and DU. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

University of Denver

Northwest Regional Education Service District

By: **Corinne Lengsfeld**  Digitally signed by Corinne Lengsfeld
Date: 2023.08.24 07:27:09 -06'00'

By:

Name: Corinne Lengsfeld

Name: Dan Goldman

Title: Senior Vice Provost for Research

Title: Superintendent

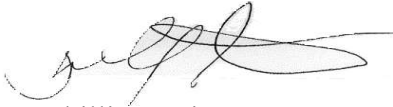
Date: _____

Date: _____

Acknowledged and Agreed By:

Author

By:



Name: Phillip Strain

Title: Kennedy Endowed Chair in Urban Education

Date: 6/26/2023



Northwest Regional Education Service District

TO: Board of Directors

FR: Stuart Long, Chief Information Officer

RE: Edupoint Synergy software renewal

EXPLANATION:

Edupoint's Synergy software package is the software that is used for the majority of critical school operations including attendance, grading, scheduling, student demographics, discipline, and several optional modules by all the component districts in NWRESD and a number of contract districts around the region and state via our partnership in the Cascade Technology Alliance (CTA). Districts elect to utilize the software via our local service plan process or directly via a contract and NWRESD/CTA purchases, hosts, updates, and supports the software. The attached quote is our annual software renewal for all districts hosted by NWRESD/CTA. This acquisition utilizes a regional procurement currently led by Beaverton School District (G2012-100) and the pricing is currently defined in Amendment 8.

PRESENTER(S): Stuart Long

SUPPLEMENTARY MATERIALS: [Edupoint Synergy Quotation & Contract materials](#)

RECOMMENDATION: To approve the Edupoint/Synergy renewal agreement in the amount of \$193,900.20 as presented.

PROPOSED MOTION: "I move to approve the Edupoint/Synergy renewal agreement in the amount of \$193,900.20 as presented."



Northwest Regional Education Service District

September 12, 2023

TO: Board of Directors

FR: Stuart Long, Chief Information Officer

RE: School Enterprise Resource Planning Pro software renewal

EXPLANATION:

Tyler's School ERP Pro (SERPP) software package is the software that is used for budgeting, accounts payable, accounts receivable, general ledger, human resources, and payroll by all the component districts in NWRESD and a number of contract districts around the region via our partnership in the Cascade Technology Alliance (CTA). Districts elect to utilize the software via our local service plan process or directly via a contract and NWRESD/CTA purchases, hosts, and updates the software. Tyler Technologies staff provide direct end user support. The attached quote is our annual software renewal for all districts hosted by NWRESD/CTA. This acquisition is a sole source acquisition as Tyler Technologies is the only provider of the School ERP Pro software.

PRESENTER(S): Stuart Long

SUPPLEMENTARY MATERIALS: [Tyler Technology School ERP Pro](#)

RECOMMENDATION: To approve the Tyler SERPP renewal agreement in the amount of \$1,396,734.22 as presented.

PROPOSED MOTION: "I move to approve the Tyler SERPP renewal agreement in the amount of \$1,396,734.22 as presented. "



Northwest Regional Education Service District

TO: Board of Directors
FR: Stuart Long, Chief Information Officer
RE: Follett Destiny software renewal

EXPLANATION:

Follett's Destiny software package is the software that is used for all aspects of school library operations including ebooks, cataloging, check-in/out, inventory management, late fee management, and other modules by all the component districts in NWRESD and a number of contract districts & schools around the region via our partnership in the Cascade Technology Alliance (CTA). Districts elect to utilize the software via our local service plan process or directly via a contract and NWRESD/CTA purchases, hosts, and updates the software. CTA and Follett staff both provide direct end user support. The attached quote is our annual software renewal for all districts hosted by NWRESD/CTA. This acquisition is a sole source acquisition as Follett School Solutions, LLC is the only provider of the Follett Destiny software.

PRESENTER(S): Stuart Long

SUPPLEMENTARY MATERIALS: [Follett Destiny Quotes](#)

RECOMMENDATION: To approve the Follett Destiny renewal agreement in the amount of \$417,030.17 as presented.

PROPOSED MOTION: "I move to approve the Follett Destiny renewal agreement in the amount of \$417,030.17 as presented."



Northwest Regional Education Service District

TO: Board of Directors

FR: Stuart Long, Chief Information Officer

RE: Frontline Forecast5 software renewal

EXPLANATION:

The Forecast5 software package is the software that is used for budgeting, budget projections, and budget comparisons by all the component districts in NWRESD. The software is provided to districts via our local service plan process. Frontline Technologies Group, LLC provides all hosting, maintenance, and direct end user support. CTA assists with integrating with School ERP Pro. The attached quote is our annual software renewal. This acquisition is a sole source acquisition as Frontline Technologies Group, LCC is the only provider of the Forecast5 software.

PRESENTER(S): Stuart Long

SUPPLEMENTARY MATERIALS: [Frontline Forecast5 Quotes](#)

RECOMMENDATION: To approve the Frontline Forecast5 renewal agreement in the amount of \$203,134.55 as presented.

PROPOSED MOTION: "I move to approve the Frontline Forecast5 renewal agreement in the amount of \$203,134.55 as presented."

Accounts Payable
 Northwest Regional ESD
 5825 NE Ray Circle
 Hillsboro OR 97124

Start Date: 7/1/2023
Due Date: 7/31/2023

PAYMENT INFORMATION
Please send checks to:

 Frontline Technologies Group LLC
 PO Box 780577
 Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

 Bank Name: Wells Fargo, N.A.
 Account Name: Frontline Technologies Group LLC
 ABA/Routing #: 121000248
 Account #: 4121566533
 Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

You can find a copy of our W9 at <http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf>.

Qty	Description	Start	End	End User	Rate	Amount
1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16307 Astoria School District 1C	\$5,715.99	\$5,715.99
1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16307 Astoria School District 1C	\$3,334.33	\$3,334.33
1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16307 Astoria School District 1C	\$2,203.04	\$2,203.04
1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16760 Banks School District 13	\$4,082.85	\$4,082.85
1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16760 Banks School District 13	\$1,573.60	\$1,573.60

1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16760 Banks School District 13	\$2,381.66	\$2,381.66
1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16314 Clatskanie School District 6J	\$2,381.66	\$2,381.66
1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16314 Clatskanie School District 6J	\$4,082.85	\$4,082.85
1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16314 Clatskanie School District 6J	\$1,573.60	\$1,573.60
1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16315 Rainier School District #13	\$4,082.85	\$4,082.85
1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16315 Rainier School District #13	\$1,573.60	\$1,573.60
1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16315 Rainier School District #13	\$2,381.66	\$2,381.66
1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16330 St. Helens School District 502	\$4,286.99	\$4,286.99
1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16330 St. Helens School District 502	\$7,349.13	\$7,349.13
1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16330 St. Helens School District 502	\$2,832.47	\$2,832.47

1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16326 Scappoose School District 1 J	\$2,832.47	\$2,832.47
1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16326 Scappoose School District 1 J	\$4,286.99	\$4,286.99
1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16326 Scappoose School District 1 J	\$7,349.13	\$7,349.13
1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16426 Vernonia School District 47J	\$2,381.66	\$2,381.66
1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16426 Vernonia School District 47J	\$1,573.60	\$1,573.60
1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16426 Vernonia School District 47J	\$4,082.85	\$4,082.85
1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16309 Knappa School District 4	\$1,905.33	\$1,905.33
1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16309 Knappa School District 4	\$1,258.88	\$1,258.88
1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16309 Knappa School District 4	\$3,266.28	\$3,266.28
1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	19727 Nestucca Valley Sch Dist 101	\$4,082.85	\$4,082.85

1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	19727 Nestucca Valley Sch Dist 101	\$2,381.66	\$2,381.66
1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	19727 Nestucca Valley Sch Dist 101	\$1,573.60	\$1,573.60
1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16423 Forest Grove School District	\$3,535.87	\$3,535.87
1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16423 Forest Grove School District	\$9,323.45	\$9,323.45
1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16423 Forest Grove School District	\$5,354.02	\$5,354.02
1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16769 Gaston School District 511J	\$2,381.66	\$2,381.66
1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16769 Gaston School District 511J	\$1,573.60	\$1,573.60
1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16769 Gaston School District 511J	\$4,082.85	\$4,082.85
1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	9023786 Neah-Kah-Nie School Dist 56	\$2,203.04	\$2,203.04
1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	9023786 Neah-Kah-Nie School Dist 56	\$3,334.33	\$3,334.33

1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	9023786 Neah-Kah-Nie School Dist 56	\$5,715.99	\$5,715.99
1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16311 Seaside School District 10	\$3,334.33	\$3,334.33
1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16311 Seaside School District 10	\$2,203.04	\$2,203.04
1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16311 Seaside School District 10	\$5,715.99	\$5,715.99
1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16308 Jewell School District 8	\$1,258.88	\$1,258.88
1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16308 Jewell School District 8	\$1,905.33	\$1,905.33
1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16308 Jewell School District 8	\$3,266.28	\$3,266.28
1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16310 Sherwood School District 88 J	\$3,147.20	\$3,147.20
1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16310 Sherwood School District 88 J	\$4,763.33	\$4,763.33
1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16310 Sherwood School District 88 J	\$8,165.70	\$8,165.70

1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	17372 Tillamook School District 9	\$3,334.33	\$3,334.33
1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	17372 Tillamook School District 9	\$5,715.99	\$5,715.99
1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	17372 Tillamook School District 9	\$2,203.04	\$2,203.04
1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16312 Warrenton Hammond Sch Dist 30	\$5,715.99	\$5,715.99
1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16312 Warrenton Hammond Sch Dist 30	\$2,203.04	\$2,203.04
1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	16312 Warrenton Hammond Sch Dist 30	\$3,334.33	\$3,334.33
1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	15854 Tigard Tualatin Sch Dist 23J	\$6,979.59	\$6,979.59
1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	15854 Tigard Tualatin Sch Dist 23J	\$4,622.74	\$4,622.74
1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	15854 Tigard Tualatin Sch Dist 23J	\$10,949.03	\$10,949.03

As you are aware, Forecast5 has joined the Frontline Education family. You may notice product names look a bit different, but the actual products and services you have contracted through Forecast5 have not changed in any way. Your timely payment is important to maintain a continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. Therefore, we are unable to address questions based on PO#. If information is needed about your PO#, please contact your organization's financial department.

SUBTOTAL	\$203,134.55
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TOTAL DUE by 7/31/2023	\$203,134.55
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Northwest Regional Education Service District

September 12, 2023

TO: Board of Directors

FR: Eva Manderson

RE: Oregon Child Care Alliance Grant #33053 with DELC

EXPLANATION: The contract included here is for NW Regional Child Care Resource and Referral's work with the Oregon Child Care Alliance, a shared services project that supports building strong child care businesses through training, coaching and delivery of resources to programs in Clatsop, Columbia and Tillamook counties.

The contract is held by NW Regional ESD with the Department of Early Learning and Care and is for \$263,625.00 for the biennium of July 1, 2023 to June 30, 2025.

PRESENTER(S):

Eva Manderson, Director of Child Care Resource & Referral

SUPPLEMENTARY MATERIALS:

[Oregon Child Care Alliance Grant #33053](#)

RECOMMENDATION:

To approve the receipt of OCCA Grant #33053 as presented.

PROPOSED MOTION:

"I move to approve the receipt of OCCA Grant #33053 as presented."

STATE OF OREGON GRANT AGREEMENT

Grant No. 33053

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

SECTION 1: AUTHORITY

Pursuant to Oregon Revised Statutes (ORS) 329A.010 through ORS 329A.135 and, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this grant is to continue and expand business coaching in Child Care Resource and Referral organizations. The pilot regions will provide technical assistance to child care providers in business practices and building business acumen directly to child care providers participating in the Oregon Child Care Alliance (OCCA).

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2023 (“Effective Date”), and unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2025.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Faith Fitzgerald
Department of Early Learning and Care
700 Summer St NE Salem, OR 97301
Phone: 971-701-1063
Faith.Fitzgerald@delc.oregon.gov

4.1 Grantee’s Grant Manager is:

Eva Manderson
Northwest Regional ESD
5825 NE Ray Circle Hillsboro, OR 97124
Phone: (503) 815-4453
emanderson@nwresd.k12.or.us

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

SECTION 5: PROJECT ACTIVITIES

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

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$263,625.00 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from moneys available through its Fund for Student Success, Early Learning Account (“Funding Source”). Grantee shall use Grant Funds to hire a business coach (1.0 FTE), to support the operations associated with business coaching, and to complete the Project.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

7.1.1 Upon execution of this Grant, Agency may disburse the amount of Grant Funds requested by the Grantee using Agency’s Grants Management System (“GMS”). Agency will not disburse the entire amount of Grants Funds in one disbursement.

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

7.1.4 Requests for reimbursement must be submitted via Agency’s GMS. Request must

- include a completed expense report detailing FTE for activities and total for Wonderschool opportunities for child care providers during the period of request for reimbursement. GMS claim and expense report must be submitted to Agency at the same time for review and approval and within 45 days of the end of the billing period for Grantee. Grantee may choose to submit expense reports for a period on either a quarterly or monthly basis. Grantee must consistently submit expense reports on the same schedule throughout the Grant agreement.
- 7.1.5** Grantee shall follow the most current version of Agency's Administrative Cost Policy #ELD-001. Policy can be found here:
https://oregonearlylearning.com/administration/grant_opportunities/#grantcontractresources
- 7.2** **Conditions Precedent to Disbursement.** Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:
- 7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments, or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
- 7.2.2** No default as described in Section 15 has occurred; and
- 7.2.3** Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3** **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.
- 7.4** **Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the

termination at Agency’s discretion or for cause provisions of this Grant.

SECTION 8: REPRESENTATIONS AND WARRANTIES

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

- 8.1.1** Grantee is a Education Service District duly organized and validly existing;
- 8.1.2** Grantee has all necessary rights, powers, and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
- 8.1.3** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order, or resolution of its governing body, or voter approval that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5** There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

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

SECTION 9: OWNERSHIP

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

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

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

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

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that: (i) is confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities, and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency

in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual "Breach of Security", as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, "Breach") with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify Agency's Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Confidential Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, or agents under this Grant

(each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300, or other available non-appropriated funds.

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

11.3 Limitation. Except as provided in this Section, neither Party will be liable for incidental, consequential, or other indirect damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability, or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

12.1 Private Insurance. If Grantee is a private entity, or if any contractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.

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

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

SECTION 13: GOVERNING LAW; JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 15: DEFAULT

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

- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Grant;
- 15.1.2** Any representation, warranty, or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds, or the performance by Grantee is untrue in any material respect when made; or
- 15.1.3** A petition, proceeding, or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership, or other law relating to reorganization, liquidation, dissolution, winding-up, or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

15.2 Agency. Agency will be in default under this Grant if, after 15 days’ written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of

its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or for which Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant, or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

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

SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 By Agency.** Agency may terminate this Grant as follows:
- 18.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
 - 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
 - 18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
 - 18.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 By Grantee.** Grantee may terminate this Grant as follows:
- 18.3.1** If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to perform its obligations under this Grant.
 - 18.3.2** If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations, or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
 - 18.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.
- 18.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Grantee.
- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 8, 9, 10, 11, 13, 14, 16, 17 and subsections 19.2, 19.5 hereof, and 19.3 and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.

- 19.1 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state, and local laws.
- 19.2 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.3 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency, and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.4 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.5 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.6 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic, or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic, or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Grant, whichever date is later.
- 19.7 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe meaning or to interpret this Grant.
- 19.8 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits

- Exhibit A (the “Project”)
- Exhibit B (Insurance)
- Exhibit C (Equity Objectives and Results Expectations)

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

SECTION 20: SIGNATURES

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

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

STATE OF OREGON acting by and through its Department of Early Learning and Care

By: Lori Nordlein 8/17/2023

Lori Nordlein, Director of Procurement

Date

Northwest Regional ESD

By:  7/19/2023

Authorized Signature
Dan Goldman

Date
Superintendent

Printed Name

Title

93-6000311

Federal Tax ID Number

Eva: 

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Approved by Email by Attorney Kevin Gleim
Assistant Attorney General

06/05/2023
Date

EXHIBIT A

THE PROJECT

SECTION I. BACKGROUND AND GOALS

The Department of Early Learning and Care (DELC) fosters coordinated, culturally appropriate, and family-centered services that recognize and respect the strengths and needs of all children, families, and early learning and care professionals. . DELC values equity, respect, trust, relationships, safety, continuous improvement, and integrity. DELC works as an integrated team focused on: child care, early learning programs and cross systems integration, policy and research, and equity.

Decades of research confirm that high quality early childhood education has lifetime positive benefits and is particularly impactful for children experiencing multiple risk factors associated with persistent poverty. However, market conditions and the lack of stable and sufficient public resources for child care costs have created widespread challenges in the child care sector, as evidenced by uneven levels of quality, high staff turnover and low wages in the workforce, lack of affordability for families, and insufficient supply, particularly in low income and rural communities.

The formation of an OCCA enables Child Care Providers to reduce administrative costs through access to resources, technology and technical assistance provided by a backbone organization that supplies strong accounting, budget preparation and management, billing and collection of fees, payroll processing, and other business management support to build and sustain strong organizations that are able to focus on their mission. Key services that build strong administrative functions create positive work environments and growth opportunities for staff, and allow the Child Care Providers to focus on offering high-quality early learning services to improve child outcomes.

In order to provide business acumen, professional development and technical assistance to Child Care Providers, Agency is awarding grants to pilot a subset of the OCCA framework in the following CCR&R service delivery areas:

CCR&R	SERVICE DELIVERY AREA
Mt. Hood Community College	Multnomah County
Southwestern Oregon Community College	South Coast (Coos and Curry counties)
Southern Oregon Education Service District	Southern (Jackson and Josephine counties)
NeighborImpact	Central (Crook, Jefferson, and Deschutes counties)
Community Action Organization of Washington County	Washington County
Mid-Willamette Valley Community Action Agency, Inc	Marion, Polk, and Yamhill counties
Northwest Regional Education Service District	NW Regional (Clatsop, Columbia, Tillamook)

The OCCA administered a process to select the first four pilot regions and then again to expand

to three additional regions in the pilot that will begin services in this biennium. Agency is awarding grants to these regions aligning its region selection with the OCCA process in a public-private partnership.

This Grant funds Grantee's efforts to provide business coaching for Child Care Providers participating in the OCCA within Grantee's service delivery area.

SECTION II. DEFINITION OF TERMS

Asset-based Mindset: A mindset that focuses on seeing potential rather than deficits and draws upon the strengths of children, families, and communities to develop and enhance Grantee's services.

Child Care Providers: A program that cares and provides educational experiences for young children. Child Care Providers work as family, friend, or neighbor, or a license-exempt, regulated subsidy early educators, registered family, certified family, certified center providers meeting Office of Child Care or Oregon Department of Human Services requirements that are participating in the SSA in Grantee's designated service delivery area.

Child Care Resource and Referral ("CCR&R"): An entity designated under ORS 329A.100 that provides local and statewide services including, but not limited to: 1) guidance and referrals for parents seeking child care through referrals to 211info; 2) recruiting, training, and supporting early educators to remain in the profession and provide high quality child care; 3) the collection of information about the local supply of child care; and 4) community collaboration with Early Learning System partners.

Find Child Care Oregon Database ("FCCO"): Is a database that all CCR&Rs utilize to keep Child Care Provider information up to date in order for parents to have accurate and current information on the availability of child care in their area. CCR&Rs also log case management notes, training, and technical assistance provided.

Community of Practice ("CoP"): A group of people who share a common concern, a set of problems, goals, or an interest in a topic, and who come together to fulfill both individual and group goals.

Early Learning System: The network of services that support early care and education in Oregon for young children (infants, toddlers, preschoolers).

Iron Triangle: A three part approach to viable child care businesses by 1) keeping all classrooms fully enrolled, 2) collecting all revenues in full and on time (including parent fees), and 3) having fees and third-party funding that covers costs (requires knowing the cost-per-child in every classroom).

Neighborhood House: Is a backbone organization of OCCA selected to lead the Shared Services Alliance to build more robust services that support Child Care Provider business management.

Oregon Child Care Alliance (OCCA): A community-informed and -driven program that uses Shared Services Alliance strategies to pool and provide administrative resources for child care business owners.

Oregon Registry Online ("ORO"): A statewide database system that store all submitted training and education and verifies it for system use. It produces a training and education

summary for each person who has an account. The online component includes a training calendar and provides participants online access to their own training and education accounts.

Shared Services Alliance (“SSA”): A strategy built to strengthen the capacity of the child care sector to provide both businesses and pedagogical leadership. An SSA focuses on building strong business leadership within child care programs and creating cost-effective administration to maximize resources and ensure sustainability of the child care programs.

Strength-based Approach: Policies, practice methods, and strategies that identify and draw upon the strengths of children, families, and communities to develop and enhance Grantee’s services.

Wonderschool: A Child care enrollment and business management team that helps child care programs automate their enrollment and fee collection.

SECTION III. PROJECT ACTIVITIES AND REPORTING REQUIREMENTS

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

Quarterly reports detailing progress of activities due 45 days after the end of the quarter. Each quarter ends on the last day of the month listed.

- Q1: July-September 2023
- Q2: October -December 2023
- Q3: January - March 2024
- Q4: April - June 2024
- Q5: July-September 2024
- Q6: October-December 2024
- Q7: January – March 2025
- Q8: April-June 2025

Grantee must use Grant Funds to hire a business coach (1.0 FTE) and to support the operational costs associated with the business coach.

Grantee must:

Hire a local Business Coach (1.0 FTE at a minimum) to work with the OCCA and OCCA participating child care providers;

- Recruit and support onboarding of child care providers to the OCCA;
- Help providers in the OCCA to access and utilize child care management systems including Wonderschool services and supports;
- Provide child care provider coaching on business processes to manage to the Iron Triangle and utilize data from Wonderschool and other child care management systems as necessary;
- Partner with Neighborhood House, the entity selected to lead the OCCA to build more robust services that support child care provider business management;

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- Participate in OCCA evaluation activities as requested by DELC and OCCA (e.g., meetings to review data, surveys, interviews, etc.);
- Participate in the OCCA Community of Practice and other OCCA requested meetings

Grantee must also conduct the following activities within Grantee's designated CCR&R service delivery area:

#	Activity	Reporting Requirement	Due Date
1	Create a detailed budget for the Performance Period using Agency provided template	Submit detailed budget to Agency for Agency review and approval	Within 30 days of Grant Execution Date
2	Provide technical assistance, coaching, and monthly training and/or webinar opportunities to help OCCA Child Care Providers gain business acumen to enhance business practices, knowledge, and skills to manage the Iron Triangle, and to access the tools and resources within Wonderschool and other child care management systems as necessary	Submit training session information and attendance in ORO	Within 10 business days of training
		Log technical assistance activities provided and documentation in the FCCO	By the 5th of each month (for the prior month)
3	Provide guidance and referral to other business acumen support entities to assist Child Care Providers in obtaining technical assistance for accounting and/or business management needs	Log technical assistance activities provided and documentation in the FCCO	By the 5th of each month (for the prior month)
4	Recruit and support onboarding of Family Child Care Providers and child care centers into the OCCA	Quarterly reports detailing progress of activities	Quarterly reports are due within 45 days after the end of each quarter following the disbursement schedule outlined in Section V. of this Exhibit A
5	Participate in scheduled meetings, planning and evaluation components, and Community of Practice conducted by Neighborhood House as a partner in the OCCA		
6	Work in partnership with Neighborhood House to create a system of uniformity in policies and processes adhered to through the administration of services associated with the OCCA		
7	Participate in OCCA evaluation activities as requested by OCCA and DELC (e.g., meetings to review data, surveys, needs assessments, interviews, etc.)		
8	Utilize policy and process templates created by the OCCA to guide the coaching activities, content, approach and relationship with Child Care Providers.		

#	Activity	Reporting Requirement	Due Date
9	Annual Equity Plan	See Exhibit C	Year 1 - Due September 29, 2023 Year 2 - Update/revisions- Due September 30, 2024

Budget: Per CCR&R

Personnel: \$240,000.00

Additional funding to support operations associated with business coaching: \$23,625.00

Total not to exceed: \$263,625.00

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

Indirect/Administrative Costs. Grantee may be reimbursed for administrative costs, including indirect costs, as a percentage of the Grant Funds disbursed under this Grant, in an amount that does not exceed 15%. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS").

Budget Adjustments. Grantee may expend Grant Funds that differ from the amounts shown for each category or line item shown in the Project budget that is approved by Agency's Grant Manager (the "Budget") by up to and including 10% of the category or line item without the prior consent of Agency's Grant Manager. Grantee may expend Grant Funds that differ from the amounts shown for each category or line item in the Budget by more than 10% of the category or line item with the prior written approval of Agency's Grant Manager, as long as the total amount expended for all Project activities paid for with Grant Funds does not exceed the amount identified in Section 6 of this Grant. Administrative costs, including indirect costs may not exceed the rate described in this Exhibit A regardless of any adjustments to the Budget. Any adjustments that result in an increase to the amount identified in Section 6 may not be done without an amendment to this Grant.

SECTION V. DISBURSEMENT PROVISIONS

Upon execution of this Grant, Agency may disburse the amount of Grant Funds requested by the Grantee using Agency's Grants Management System ("GMS"). Agency will not disburse the entire amount of Grants Funds in one disbursement.

Requests for reimbursement must be submitted via GMS. Request must include a completed expense report detailing FTE for activities and for funding to support operations associated with business

coaching opportunities for child care providers during the period of request for reimbursement. GMS claim and expense report must be submitted to Agency at the same time for review and approval and within 45 days of the end of the billing period for Grantee. Grantee may choose to submit expense reports for a period on either a quarterly or monthly basis. Grantee must consistently submit expense reports on the same schedule throughout the Grant agreement.

Grantee shall follow the most current version of Agency's Administrative Cost Policy #ELD-001. Policy can be found here:

https://oregonearlylearning.com/administration/grant_opportunities/#grantcontractresources

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

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

WORKERS' COMPENSATION

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

COMMERCIAL GENERAL LIABILITY

Required **Not required**

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

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

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

PROFESSIONAL LIABILITY

Required **Not required**

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

NETWORK SECURITY AND PRIVACY LIABILITY

Required **Not required**

Grantee must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its business associates, contractors, or subgrantees) maintains, possesses, stores, or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access, or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), payment card data, and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure, access, or use of Agency data.

DIRECTORS, OFFICERS, AND ORGANIZATION LIABILITY

Required **Not required**

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

EXCESS/UMBRELLA INSURANCE

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

ADDITIONAL INSURED

All liability insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

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

CONTINUOUS CLAIMS MADE COVERAGE

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of

the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: Delc.insurance@delc.oregon.gov or by mail to: Attention Procurement Services, Oregon Department of Education, 2700 Summer St, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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

EXHIBIT C

EQUITY OBJECTIVES AND RESULTS EXPECTATIONS

The Department of Early Learning and Care’s (DELIC) work is in service to children, families, staff, and communities to support all of Oregon’s young children and families to learn and thrive. DELIC recognizes that families and children must have access to family-centered resources and supports to address their unique needs

DELIC applies an asset-based mindset and strength-based approach to operationalize equity. An *asset-based mindset* focuses on seeing potential rather than deficits and draws upon the strengths of children, families, and communities to develop and enhance grantees’ services. A *strengths-based approach* uses policies, practice methods and strategies to identify and draw upon the strengths of children, families, and communities to develop and enhance grantees’ services.

DELIC supports culturally responsive services that are respectful of, and relevant to, the beliefs, practices, culture, and linguistic needs of diverse communities. Cultural responsiveness refers to the capacity to respond to the issues of diverse communities. It requires knowledge and capacity at distinct levels of intervention: structural, organizational, interpersonal, and individual.

Program Expectations and Commitment to Children and Families

To the extent permitted by law, Grantee’s staff shall:

- a) Work to build a climate that promotes acceptance, inclusion, and respect of all individuals;
- b) Understand the communities they serve, in a non-static manner, including the communities’ culture, values, norms, history, customs, and particular types of discrimination, marginalization, and exclusion they face in this country. Grantee’s staff shall apply that knowledge to services it provides under this Grant in a responsive, non-limiting, and non-stereotyping manner;
- c) Whenever possible, interact with children and families according to their preferred language and cultural norms including social greetings, family conventions, dietary preferences, welcoming culture, healing beliefs, and spiritual needs; and
- d) Engage in continuous learning about their own biases, assumptions, and stereotypes that limit their ability to be culturally responsive and to understand how these biases affect their work with children and families.

To the extent permitted by law, Grantee’s leadership shall:

- a) Ensure that applicants and employees are not subjected to unlawful discrimination in hiring, compensation, or the terms, conditions or privileges of employment because of race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability; and
- b) Ensure that any subcontract, purchase, or other agreement used to carry out the Project expressly prohibits the performing entity from subjecting employees or applicants to discrimination in hiring, compensation or the terms, conditions or privileges of employment

because of race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability.

Agency Expectations and Commitment to Grantees

DELIC has identified four priority areas this biennium to partner with grantees in achieving equitable results: collaboration and cocreation with working partners, communities and families, supporting partners' and families' involvement in strategic planning, improving workplace workforce equity. Each of these four areas is described in more detail in the table below. **Grantee shall collaborate with DELIC to submit an Equity Plan annually that supports equity objective(s) and addresses how Grantee is achieving equitable results within the four Equitable Results Areas described below.** Some objectives and equitable results described below may not apply to Grantee. The Equity Plan will identify, track, and report the activities and metrics, including areas of disparate impact on communities. Grantee may request an Equity Plan template from the Agency for guidance.

Equitable Results Area	Description
Working Partners and Community Collaborators Engagement	<ul style="list-style-type: none"> – Grantee collaborates and cocreates with working partners and community collaborators. – Grantee engages with working partners and community collaborators, including families, administrators, teachers, and Department of Early Learning and Care (DELIC), to discuss the issues and obtain insights.
Working Partners and Community Collaborators Empowerment	<ul style="list-style-type: none"> – Grantee supports working partners and community collaborators. – Grantee provides opportunities for staff, families, and communities to be involved in training, strategic planning and support their involvement.
Workforce Equity	<ul style="list-style-type: none"> – Grantee improves workforce equity. – Grantee progressively ensures that the identities of staff reflect the changing population of children and families served by the organizations in their geographical areas.
Workplace Equity	<ul style="list-style-type: none"> – Grantee improves workplace equity. – Grantee builds/improves an environment that promotes acceptance, inclusion and respect of all individuals.



Northwest Regional Education Service District

September 12, 2023

TO: Board of Directors

FR: Eva Manderson

RE: Clatsop County Child Care Retention and Expansion Collaborative

EXPLANATION: The materials included are for the board's consideration and decision about the work of the Clatsop Child Care Retention and Expansion Collaborative. The proposal is for the project to be housed within the NW Regional Child Care Resource and Referral program. Clatsop county provided seed money for this grant-funded project in the amount of \$500,000 to be given over 3 years starting in 2022. We are proposing to shift the oversight of this work to NW Regional CCRR. This is an ongoing project that continues to seek funds from county resources and then subgrant them to child care programs who are creating high quality settings for children and also providing parent support. This work aligns closely with the ESD's strategic plan and supports our youngest learners in community programs.

PRESENTER(S): Eva Manderson

SUPPLEMENTARY MATERIALS: [Clatsop County Child Care Retention & Expansion Collaborative](#)

RECOMMENDATION: To approve the Clatsop County Collaborative as presented.

PROPOSED MOTION: "I move to approve the Clatsop County Collaborative as presented."

FUNDING AGREEMENT (DRAFT)

This Agreement is made this 9th day of August, 2023, between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter “**County**” and **Northwest Regional Education Service District (NWRESD)**, hereinafter “**District**”.

Recitals

In May 2021, County was allocated approximately \$7.8 million in Federal American Rescue Plan Act of 2021 (ARPA) funds to respond to the impacts of the coronavirus pandemic. County has designated ARPA to provide resources in support of a multi-year effort to address child care retention and expansion.

NOW THEREFORE, the parties agree as follows:

1. Term: This Agreement shall be for September 1, 2023 through December 31, 2026.
2. Purpose and Payment: County shall provide funding to the District in the total amount of \$300,000, with the following annual payments FY 23/24 \$150,000 and FY 24/25 \$150,000 for the Child Care Retention and Expansion programs. The District represents that it shall use the funds provided for this exclusive purpose. The County will make a single payment at the beginning of each fiscal year designated for funding.
3. Indemnity: The District shall indemnify and hold County harmless for any claim arising from the application of these funds. The District shall maintain liability insurance in an amount sufficient to satisfy the current Oregon Tort Claim Act limits, and shall name County as an additional insured on any policies.
4. Compliance and Reporting: Funds provided to the District by this Agreement are a subaward of State and Local Fiscal Recovery Funds (SLFRF). Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient. The District shall adhere to all SLFRF subrecipient compliance and reporting requirements as determined by the U.S. Department of the Treasury. These requirements include, but are not limited to: (a) Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements. (b) Subrecipients must ensure subawards are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with awarded funds. (c) County may issue additional reporting requirements for SLFRF subawards greater than \$50,000, as required by the U.S. Department of the Treasury.

The District shall follow the annual reporting schedule (as applicable) outlined below until all funds are expended or until December 31, 2027 (deadline for expending funds); whichever comes first.

Annual Report	Period Covered	Due Date
1	July 1, 2021 – March 31, 2022	April 15, 2022
2	April 1, 2022 – March 31, 2023	April 15, 2023
3	April 1, 2023 – March 31, 2024	April 15, 2024
4	April 1, 2024 – March 31, 2025	April 15, 2025
5	April 1, 2025 – March 31, 2026	April 15, 2026
6	April 1, 2026 – December 31, 2026	January 15, 2027

5. General: Funding for this Agreement is allocated by the Clatsop County Board of Commissioners and may be modified at the sole discretion of the County.

(A) All funds not expended for the specific purpose described within this agreement shall be returned to the County;

(B) All funds not expended by December 31, 2026 shall be returned to the County.

COUNTY:

Don Bohn, County Manager

Name, Title

Date

Signature

NWRESD:

Name, Title

Date

Signature

District Address

District Phone



Northwest Regional Education Service District

September 12, 2023

TO: Board of Directors

FR: Eva Manderson, Director of Child Care Resource & Referral

RE: Child Care Resource and Referral Grant #32606 with DELC

EXPLANATION:

The contract included here is for NW Regional Child Care Resource and Referrals' work in Clatsop Columbia and Tillamook counties. Child care Resource and Referrals act as community's experts on supply and delivery of child care and are closely collaborating with leaders in each county to create local strategies to support families with their child care needs by recruiting and retaining the child care workforce.

The contract is held by NW Regional ESD with the Department of Early Learning and Care and is for \$1,983,527.53 for the biennium of July 1, 2023 to June 30, 2025.

PRESENTER(S): Eva Manderson, Director of Child Care Resource & Referral

SUPPLEMENTARY MATERIALS: [Child Care Resource & Referral Grant #32606](#)

RECOMMENDATION: To approve the receipt of CCRR Grant #32606 as presented.

PROPOSED MOTION: "I move to approve the receipt of CCRR Grant #32606 as presented."

STATE OF OREGON GRANT AGREEMENT

Agreement Number 32606

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

SECTION 1: AUTHORITY

Pursuant to ORS 329A.010 and 329A.135, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

This Grant provides funding for one of 15 regional service areas in Oregon that form a statewide system of childcare resource and referral services for the early care and education workforce.

SECTION 3: EFFECTIVE DATE, DURATION, AND PERFORMANCE PERIOD

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Execution Date”), this Grant is effective and has a Grant funding start date as of July 1, 2023 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2025 (“Expiration Date”).

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Faith Fitzgerald, Grant/Contract Manager
Oregon Department of Early Learning and Care
700 Summer Street NE, Suite 300; Salem, OR 97301
(971) 701-1063 | Faith.Fitzgerald@DELIC.oregon.gov

4.2 Grantee’s Grant Manager is:

Eva Manderson, Director
Northwest Regional Childcare Resource & Referral
NW Regional Education Service District
5825 NE Ray Circle; Hillsboro, OR 97124
503-815-4453 | emanderson@nwresd.k12.or.us

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

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth on Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the Expiration Date described in Section 3 (the “Performance Period”). The Performance Period is the period during which services under this Grant must be performed. Services performed outside of the Performance Period are not eligible for reimbursement.

SECTION 6: GRANT FUNDS

- 6.1 In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to **\$1,983,527.53** (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its federal Childcare and Development Grant Block Grant of 2014 (“CCDF Funds”), State General Fund (“General Funds”), and the Early Learning Account established in ORS 327.269 (“ELA Funds”) (each a “Funding Source” and together, the “Funding Sources”).
- 6.2 Agency may, by written notice to Grantee, temporarily cease funding and require Grantee to stop all or any part of the Project depended upon Grant Funds for a period of up to 180 days after the date of the notice if Agency has or reasonably projects that the Grant Funds will be insufficient to disburse the full amount of the Grant Funds.
- 6.2.1 Upon receipt of this notice, Grantee must immediately cease all Project activities depending on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.
- 6.2.2 If Agency subsequently projects that it will have sufficient Grant Funds, Agency will notify Grantee that it may resume activities.
- 6.2.3 If sufficient Grant Funds do not become available, Grantee and Agency will work together to amend this Grant Agreement to revise the amount of Grant Funds and Project activities to reflect the available Grant Funds.
- 6.2.4 If sufficient Grant Funds do not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify the Project cessation order by a supplemental written notice or (ii) terminate this Grant Agreement as permitted by either the termination of Agency’s discretion or for cause provisions of this Grant Agreement.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A

that are undertaken during the Performance Period.

- 7.1.2 Upon execution of this Grant, Agency may disburse the amount of Grant Funds requested by the Grantee using Agency’s Grants Management System. Agency will not disburse the entire amount of Grants Funds in one disbursement.
 - 7.1.3 Grantee may expend Grant Funds only for costs that are reasonable, necessary, and directly related to the Project (“Allowable Costs”). By submitting a claim, Grantee attests the costs for which it requests disbursement are Allowable Costs.
 - 7.1.4 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.
 - 7.1.5 After each disbursement of Grant Funds, Agency will make subsequent disbursements to Grantee only after Grantee has submitted the reports required under Exhibit A, PART IV that apply to the disbursement period. Grantee must accurately and completely account for and document its expenditures in sufficient detail to permit Agency to verify that Grantee spent its Grant Funds only on Allowable Costs.
 - 7.1.6 Grantee must repay to Agency any overpayment of Grant Funds, or payments for any costs that do not constitute Allowable Costs for the Project, as provided in Section 17 of this Grant Agreement.
- 7.2 Conditions Precedent to Disbursement.** Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:
- 7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source (nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency);
 - 7.2.2 No default as described in Section 15 has occurred;
 - 7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement; and
 - 7.2.4 Grantee is in compliance with the reporting requirements identified in Exhibit A of this Grant Agreement.
- 7.3 No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds

for Project costs that are paid for with other funds and would result in duplicate funding. Grantee must ensure Grant Funds are used to supplement and not supplant public moneys received from any other source.

SECTION 8: REPRESENTATIONS AND WARRANTIES

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

- 8.1.1** Grantee is duly organized and validly existing and has all necessary rights, powers and authority under any organizational documents and under Oregon law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;
- 8.1.2** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.3** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.4** There is no proceeding pending or threatened against Grantee before any court of governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 Fingerprinting. Grantee will comply with all applicable federal, state and local laws pertaining to this Grant, including without limitation the State of Oregon Office of Childcare requirements set forth in ORS Chapter 329A, the fingerprinting requirements of the State set forth in ORS 181A.200, and any administrative rules promulgated to carry out those statutes, and any applicable guidance published by Agency, the Oregon Health Authority or another state agency pursuant to Executive Orders issued by the Governor to address the COVID-19 State of Emergency.

8.3 Central Background Registry Enrollment. Before performing any Project activities, any employee or subcontractor of Grantee who has or is expected to have direct unsupervised contact with children while performing Project activities must be enrolled in the Office of Childcare Central Background Registry pursuant to ORS 414-061-0000 through 0120, available at: <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1901>

8.4 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

8.5 No limitation. The representations and warranties set forth in this Section are in addition to,

and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: GRANTEE SUB-AGREEMENTS AND PROCUREMENTS

- 9.1** Grantee may enter into agreements with contractors or sub grantees (collectively, "sub agreements") for performance of specific services for the Project only with written approval by the Agency's Grant Manager.
- 9.1.1** Grantee may not subcontract for the delivery of the Project in its entirety, but may subcontract for specific services such as transportation, food preparation, janitorial services, and other similarly limited services that support the Project.
- 9.1.2** All sub agreements must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Grant Agreement to the contractor or subcontractor. Use of a sub agreement does not relieve Grantee of its responsibilities under this Grant Agreement.
- 9.1.3** Grantee agrees to provide Agency with a copy of any signed sub agreement upon request by Agency. Any substantial breach of a term or condition of a sub agreement must be reported by Grantee to Agency within ten (10) days of its discovery by Grantee.
- 9.1.4** Grantee must purchase any equipment, materials, or services for the Project under procedures that comply with Oregon law, including any applicable provisions of the Oregon Public Contracting Code and its implementing rules.
- 9.1.5** Grantee shall not award, enter into, or otherwise participate in any sub agreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the sub agreement:
- 9.1.5.1** An employee, officer, or agent of the Grantee ("Related Person");
 - 9.1.5.2** A Related Person's spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
 - 9.1.5.3** The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Related Person;
 - 9.1.5.4** Any individual for whom a Related Person has a legal support obligation; or
 - 9.1.5.5** An organization in which any of the individuals identified above is a partner, member, or employee or from which the individual otherwise receives a financial benefit.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal identifiable information, as that term is used in ORS 646A.602(11), (b) social security numbers, and (c) information

protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).

- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any confidential information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.
- 10.4 Sub grants/Contracts.** Grantee must require any sub grantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Grantee shall also comply with provisions of the Office of Childcare, Central Background Registry pursuant to OAR 414-061-0000 through 414-061-0120, available at: <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1901> Based on the results of a background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, sub grantee, or volunteers, in Project

activities or (ii) access to Agency Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

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

SECTION 12: INSURANCE

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

each of its out-of-state sub grantees, contractors and subcontractors complies with these requirements.

- 12.2 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or sub grantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or sub grantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.3 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, or a federally recognized Tribe or agency thereof, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.
- 12.4 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 15: DEFAULT

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
 - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made;
 - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

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

SECTION 18: TERMINATION

- 18.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 **By Agency.** Agency may terminate this Grant as follows:
 - 18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;
 - 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
 - 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited, or Agency is prohibited from funding the Grant from the Funding Source; or
 - 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant.
- 18.3 **By Grantee.** Grantee may terminate this Grant as follows:
 - 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
 - 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
 - 18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such

default remains uncured 15 days after written notice thereof to Agency.

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

SECTION 19: MISCELLANEOUS

- 19.1 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.2 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.3 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.4 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.5 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

- 19.6 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.7 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.8 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.9 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.10 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.11 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office, and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.12 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.13 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit D (Federal Terms and Conditions)
 - Exhibit A (the "Project")
 - Exhibit B (Insurance)

DELIC GRANT #32606 – Childcare Resource & Referral

- Exhibit E (Federal Award Identification)

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

SECTION 20: SIGNATURES

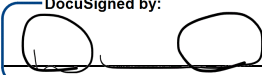
EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

STATE OF OREGON acting by and through its Department of Early Learning and Care

By: Lori Nordlien 7/21/2023
 Lori Nordlien, Procurement Director Date

NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT

By:  7/19/2023
 Authorized Signature Date

Dan Goldman Superintendent
 Printed Name, Title

93-6000311
 Federal Tax ID Number

Eva Manderson 

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Kevin Gleim, Asst. Attorney General By email 6/22/2023
 Oregon Department of Early Learning and Care Date

EXHIBIT A THE PROJECT

PART I – GENERAL DEFINITIONS

Capitalized terms used in this Grant Agreement shall have the meanings given in OAR 414-500-0010-0080 unless another meaning is specifically provided in this Grant Agreement.

“AFSCME” means the American Federation of State, County, and Municipal Employees, a union, which represents licensed childcare programs.

“Childcare Provider” means individuals who care for and provide educational experiences for young children in Early Learning Programs. Childcare Providers work as family, friend, or neighbor license-exempt, Regulated Subsidy, registered family, certified family, certified center, Baby Promise, Preschool Promise and Oregon Pre-Kindergarten providers. Also referred to as “early educator.”

“Childcare Resource & Referral” or “CCR&R” means one of 17 Agency-designated entities that provide local and statewide services including 1) guidance for families seeking childcare through referrals to 211 info; 2) recruiting, training and supporting Early Educators to remain in the profession and provide high quality childcare programs; 3) the collection of information about the local supply of childcare; and 4) community collaboration with Early Learning System partners.

“Childcare Subsidy” means Federal and state funds used to provide financial assistance to eligible low-income families to pay for childcare so parents can remain employed or attend education and training.

“Children Furthest from Opportunity” means populations whom systems have placed at risk because of their race, ethnicity, income status, English proficiency, ability and geographic location.

“Coaching” means a relationship-based process led by an expert with specialized and adult learning knowledge and skills, who often serves in a different professional role than the recipient. Coaching is designed to build capacity for specific professional dispositions, skills, and behaviors and is focused on goal setting and achievement for an individual or group. Coaching may be provided in different formats, including but not limited to, one on one coaching, peer-coaching, and group coaching.

“Community Based Organization” or “CBO” means an organization driven by community members in all aspects, featuring: 1) a majority of staff and governing body members from the local community, 2) main operating offices in the community, 3) priority given to issue areas identified and defined by community members, 4) the implementation of solutions developed by community members, and 5) program design, implementation, and evaluation components that involve community members in non-token leadership positions.

“Community of Practice” or “CoP” means a group of professionals who come together to share skills, knowledge and routines of practice. Generally, there is a facilitator who leads the Community of Practice and supports the coordination of the group.

“Consultation” means a collaborative, problem-solving process led by a Quality Improvement Specialist with specific expertise or skills. Consultation facilitates the assessment and resolution of an issue-specific concern—a program-/organizational-, staff-, or child-/family-related issue—or addresses a specific topic.

“Continuous Quality Improvement” or “CQI” means a framework to guide intentional quality improvement in systems and individual organizations. For Early Learning Programs, CQI practices are intended to create a culture in which program directors and staff regularly assess and make improvements to services for children and families. The collaboration of Early Learning Program leaders and staff is expected to build their capacity to identify areas for quality improvement and develop solutions that work for their unique settings and Early Learning Program cultures.

“Continuum of Care” means multiple types of childcare available to children, including but not limited to, license-exempt, license-exempt serving children and families receiving subsidies, and family and center-based licensed care.

“Early Care and Education Workforce” means the professional field of individuals responsible for care, supervision, and guidance on a regular basis of a child, unaccompanied by a parent, legal guardian, or custodian, during a part of the 24 hours of the day, with or without compensation.

“Early Learning Program” or “ELP” means, for purposes of this agreement, any childcare program responsible for care, supervision, and guidance on a regular basis of a child, unaccompanied by a parent, legal guardian, or custodian, during a part of the 24 hours of the day, with or without compensation. Early Learning Programs include but are not limited to those that are required to be registered, certified, regulated, or are legally exempt from these requirements by Agency’s Office of Childcare or the Department of Human Services. Programs may be:

- Registered Family Childcare facilities;
- Certified Family Childcare facilities;
- License Exempt Family Childcare Providers;
- License Exempt Family Childcare Providers that are Childcare Subsidy Listed;
- Regulated Subsidy Providers (non-relative care);
- License Exempt Family Childcare Providers that are related to the child (relative care); and
- Childcare centers that are exempt from being registered or certified.

“Early Learning Hub” or “Hub” means an entity designated under ORS 417.827 and under contract with Agency to coordinate, build, and strengthen local early learning services and Early Learning Systems through which young families can easily connect with needed supports and services in the designated regional structures within Oregon. The 2013 Legislature authorized the creation of 16 regional and community-based Early Learning Hubs to make support more available, accessible, and effective for children and families, particularly those from Historically Underserved Communities. Hubs bring together the following sectors in order to improve outcomes for young children and their families: early care and education, K-12, health, human services, and business.

“Early Learning System” means a voluntary statewide system overseen by Oregon’s Early Learning Council and as defined by ORS 417.728.

“Enhanced Rate” means a higher payment rate an approved Childcare Provider can receive from Childcare Subsidies on behalf of a family when the Childcare Provider has completed core health and safety trainings specified by Department of Early Learning and Care (DELIC).

“Find Childcare Oregon Data Protocol Manual” means the manual that provides policies, guidelines, and practices for consistent and accurate data entry. This is updated and maintained by The Research Institute at Western Oregon University.

“Focused Childcare Network” or “FCCN” means a cohort of childcare practitioners who meet frequently and regularly, in small or large groups, with a Quality Improvement Specialist to discuss best practices as defined and as directed by Agency; access and share resources; receive training; and encourage progress as they work toward increasing the quality of their Early Learning Programs.

“High Quality” means Early Learning Programs that are culturally responsive, inclusive and developmentally appropriate.

“Historically Underserved Communities” means communities that the Early Learning Council Equity Implementation Committee identified as African American, Asian and Pacific Islander, English Language Learners, Geographically Isolated, Immigrants and Refugees, Latino, Tribal Communities, and Children with Disabilities, Economic Disparities, or of Incarcerated Parents/Parental Figures.

“Infant Toddler Specialist” means an individual who provides Technical Assistance to Early Educators and Early Learning Programs serving infants and toddlers, and who meets the qualifications described in this Grant. The Infant Toddler Specialist is a specialized Quality Improvement Specialist position focused on increasing the availability and quality of infant and toddler care in the Grantee’s Region.

“Instructional Leader” means an individual who has direct influence on organizational culture in an early learning program through vision setting, strategic focus on children’s learning and development, and support for collaborative routines for staff. Instructional Leaders may occupy roles such as Director, Education Coach, Lead Teacher, Owner/Provider or Educational Manager.

“Key Participant” means the person in a position to directly support staff in increasing the quality experience of the children in care. FCCNs are comprised of Key Participants. For a Regulated Subsidy Early Educator or registered family program this would be the sole provider/owner, for a certified family or certified center it may be the instructional leader. A Key Participant may not serve as the instructional leader for more than three facilities.

“Market Price Study” means research conducted every 2-3 years to determine childcare prices in a state. The study, which is contracted out by the Agency, follows federal rules which require states to demonstrate access to childcare for parents receiving childcare subsidies.

“Oregon Essential Language” means: English, Spanish, Russian, Chinese and Vietnamese.

“Oregon Registry Online” or “myORO” means a statewide database system that stores all submitted training and education and verifies it for system use, such as Agency’s Office of Childcare licensing needs and the Childcare Subsidy Enhanced Rate program. It produces a training and education summary for each person who has an account. The online component includes a training calendar and provides participants online access to their own training and education accounts; it is referred to as myORO.

Oregon’s Professional Development Registry also known as pathways for professional recognition in childhood care and education, means a statewide program that records and recognizes Professional Development growth and achievement of people who work with and for children and families.

“Peer Learning Community” means a Community of Practice that utilizes specific protocols to support collaborative problem solving, learning and support reflective practices.

“Preschool Promise” or “PSP” means a State-funded program serving families up to 200 percent of federal poverty level through direct grants to Childcare Providers in a mixed delivery system.

“Preschool Promise Program Implementation Specialist” means an individual who provides Technical Assistance to Preschool Promise Instructional Leaders and Preschool Promise Administrators who meets the qualifications described in this Grant and who oversees and guides program quality within Preschool Promise funded programs. The Preschool Promise Program Implementation Specialist is a position focused on increasing the quality of Preschool Promise in the Grantee’s Region, through technical assistance for the installation of collaborative routines, routine data dialogues with leadership staff, rapid improvement inquiry cycle with leadership staff and job-embedded professional learning for leadership staff. This position works with all Preschool Promise Program Instructional Leaders and coordinates with leadership at all levels of the Preschool Promise grantee organizations. This position also coordinates with CCR&R Preschool Promise Quality Coach assigned to grantees, or grantee’s internal coaching staff. This position title could also be called “Preschool Promise Quality Specialist.” This position will be at pay parity with Preschool Promise Quality Coaches.

“Preschool Promise Quality Coach” means an individual who provides ongoing and intensive Technical Assistance through Practice Based Coaching to early educators and Early Learning Programs serving Preschool Promise enrolled families, and who meets the qualifications described in this Grant. The Preschool Promise Quality Coach is a specialized position focused on increasing the individualized system of supports to set goals, review data on Early Learning Program and child-level outcomes and alter practice to achieve continuous High Quality early care and education in the implementation of Preschool Promise in the Grantee’s Region.

“Professional Development” or “PD” means a continuum of learning and support activities designed to prepare individuals for work with and on behalf of young children and their families. Professional Development encompasses education, training and Technical Assistance.

“Professional Development Plan” means a document used by a childcare provider to set forth career goals and outline a strategy to meet them.

“Quality Improvement Specialist” or “QIS” means an individual who provides Technical Assistance to Childcare Providers, and who meets the qualifications described in this Grant.

“Raise up, Oregon” refers to *Raise Up Oregon: A Statewide Early Learning System Plan* and means a five year strategic plan for early learning that was released Jan. 2019 by the Early Learning Council, to share a vision of intended goals and actionable, concrete strategies through aligned sectors and strategic plans to ensure families

and children are receiving supports they need to ensure children enter kindergarten learning, thriving and healthy. <https://oregonearlylearning.com/raise-up-oregon>

“Region” means the geographic area composed of one or more Oregon counties designated by Agency as the area for which Grantee is the CCR&R agency under this Grant.

“SEIU” means Service Employees International Union, which represents unlicensed childcare programs.

“Spark” means Oregon’s quality rating and improvement system. Spark is a quality improvement framework that offers Coaching, Professional Development, and resources to help Early Learning Programs continue improving their quality. Spark uses a star rating model to provide information for families to help them access quality early care and education.

“Technical Assistance” or “TA” means targeted and individualized support by a professional with specific knowledge and skills to develop or strengthen processes, application, or implementation of services for or by the TA recipients. TA may be delivered by an individual or a team, to another individual or a group. TA may be provided face-to-face, via distance methods, or a hybrid of the two. Typical forms of TA include Coaching, mentoring, Consultation, and Professional Development advising.

PART II – BACKGROUND AND GRANT PURPOSE

Background. The state is charged with implementing a resource and referral system for services including, but not limited to, providing training and technical assistance for childcare providers, providing referrals for parents or guardians, and recruitment of new childcare providers as noted in ORS 329A.100 - 135.

The Agency has a long history of entering into agreements with entities across Oregon for Childcare Resource and Referral (“CCR&R”) services. In 2016, the Agency released a Request for Applications for resource and referral services and entered into agreements with entities to provide services on behalf of the state.

During the 2017-2019 biennium, the Agency worked to align resource and referral regions (Region) with Early Learning Hub (Hub) boundaries, resulting in changes to existing childcare resource and referral regions and adding an additional two entities to provide services. The Agency has agreements with 15 childcare resource and referral entities across Oregon with each one having specific counties that it serves as its Region.

Purpose. This Grant funds Grantee’s efforts to provide core CCR&R services which promote the health, safety, and development of young children in childcare settings as part of Oregon’s Early Learning System. CCR&Rs are key to Oregon’s Professional Learning System for Early Care and Education. They support the Early Care and Education workforce through the activities listed below to promote High Quality programs for the children in their care.

PART III. PROJECT ACTIVITIES, SCHEDULE AND BUDGET

Project Activities

Grantee shall:

- Provide CCR&R services in the designated Region described at: <http://triwou.org/projects/ccccrr>
- Be responsible for providing a wide variety of CCR&R program services that will include recruiting, training, and promoting retention of a High Quality, diverse Early Care and Education Workforce

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through professional development and collaborating with community partners to align and coordinate local Early Learning System.

- Serve as a community expert for the Early Care and Education Workforce.
- Prioritize support for Childcare Providers serving Children historically underserved and under-resourced – inclusive of various sectors across the Continuum of Care – to participate in professional development opportunities, including but not limited to family and center-based childcare; license-exempt care; preschools; head start and early head start; family support; home visitors; early intervention; public and private schools.

(The remainder of this page is intentionally left blank; next page Project Activities and Schedule.)

Project Activities and Schedule

Progress reports that are required by this PART III and PART IV to be sent to Agency are due quarterly: 45 days after the end of the previous quarter. For deliverables, quarters are defined as: July-September, October-December, January-March, and April-June.

Tasks/Activities	Requirements	Due Dates
1. Grantee shall develop and submit one work plan using Agency-provided template that encompasses all grant activities and how services will be provided for the Performance Period.	Work plan submitted to Agency Grant Representative.	Due within 30 days after Execution Date of grant.
2. Grantee shall develop and submit a detailed two-year budget using Agency-provide template.	Budget submitted to Agency Grant Representative.	Due within 30 days after Execution Date of grant.
<p>3. <u>Recruitment & Retention of Providers. Grantee shall:</u></p> <p>a. Design or identify, plan, and implement innovative strategies to increase the supply of infant, toddler, preschool, and school age childcare within the CCR&R region.</p> <p>b. Planning and implementation must take into account populations or geographies prioritized and the preferences of families articulated in the relevant <i>Early Care and Education Sector Plan</i> (a copy of the plan can be obtained from Agency) completed by the local Early Learning Hub(s).</p> <p>i. CCR&R must implement strategies to increase and promote retention of current childcare programs within the CCR&R region in collaboration with the regional Early Learning Hub and other organizations specific to the early care and education system.</p>	Memorandum of Understanding with region’s Early Learning Hub identifying the agreed upon activities and clarity of each partner’s role in advancing the strategic plan. A template will be provided by the Agency.	Due 6 months after Execution Date of grant.
c. Partner with culturally-specific or other CBOs to connect with a diverse set of communities in terms of racial/ethnic, cultural, and language identities to recruit new Childcare Providers. Subcontracts to leverage CBO relationships with communities of color to recruit providers of color are allowable and encouraged.	Quarterly Reports using template provided by the Agency.	Due 45 days after the end of each quarter.

<p>d. Provide Childcare Subsidy Childcare Provider Orientations and Introduction to Registered Family Childcare Part 2 training:</p> <ul style="list-style-type: none"> i. In partnership with Agency licensing specialists and union representatives as required in the SEIU collective bargaining agreement; ii. In locations and at times that are accessible and available for the Childcare Providers; and iii. Offered on a regular basis, as often as needed to meet the need of Childcare Providers in the Region. 		
<p>e. Orient new Childcare Providers to Professional Development opportunities and how to access each option that aligns with their PD goals and business interests.</p>		
<p>f. Engage and orient:</p> <ul style="list-style-type: none"> i. New and existing Childcare Providers to meet licensing standards, including ensuring that the following required trainings are available and accessible to Childcare Providers. Grantee must adhere to specific guidance for offering and providing the following required trainings for becoming licensed and/or accepting Childcare Subsidy. <ul style="list-style-type: none"> a. Recognizing and Reporting Child Abuse and Neglect (RRCAN) b. Food Handler Certification c. CPR/First Aid d. Introduction to Childcare Health & Safety e. Introduction to Registered Family Childcare f. Childcare Subsidy Orientation g. Prevention is Better than Treatment h. Safe Sleep for Oregon’s Infants i. Enhanced Rate Trainings j. Trainings for License Exempt Family Childcare Providers ii. New and existing Childcare Providers by including the following trainings and any others directed by the Agency that are foundational for new and existing Childcare Providers as additional trainers are available for the region. <ul style="list-style-type: none"> a. Zero to Three Critical Competencies for Infant Toddler Educators b. Strengthening Business Practices for Childcare Programs 		

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<p>g. Assist Childcare Providers with navigating the Childcare Subsidy listing and billing process across the Continuum of Care.</p>	<p>SEIU quarterly training registration and attendance data report.</p>	<p>30 days after the end of each quarter.</p>
<p>h. Inform and assist Childcare Providers in the process of achieving Enhanced Rates when caring for children of families receiving Childcare Subsidy.</p>		
<p>i. Partner with CBOs, apprenticeship opportunities, universities and colleges to build pathways to credentials and degrees that recruit and retain a diverse Early Care and Education Workforce.</p>		
<p>j. Ensure trainings and training materials created by CCR&R are translated or interpreted into Oregon Essential Languages, according to the need of Childcare Providers, when and if the Essential Languages are the preferred learning language of spoken or read by Childcare Providers within the region.</p>		
<p>k. Ensure reasonable accommodations, per the Americans with Disabilities Act, are available for all trainings.</p>		
<p>l. Promote and ensure access to the financial reimbursements and incentives available to Childcare Providers which are linked to educational attainment, retention, and health and safety; (e.g., education awards, scholarships, lead testing and training reimbursements and financial aid to attend college).</p>		
<p>m. Adhere to guidance provided in the <i>Find Childcare Oregon Data Protocol Manual</i> to:</p> <ul style="list-style-type: none"> i. Enroll new Childcare Providers ii. Update vacancies iii. Provide data reports as requested by the Agency and Community Partners 		
<p>n. Assist Agency-contracted entity conducting the biennial Market Price Study, with requested data and information as directed by the Agency.</p>		
<p>4. <u>Professional Development. Grantee shall:</u></p> <p>a. Develop and provide PD supports to Childcare Providers, including but not limited to: training; TA; Consultation; job-embedded PD opportunities; Coaching; and</p>	<p>Quarterly training report</p>	<p>30 days prior to the start of each new quarter. For the July – August 2023</p>

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<p>resources to support access to higher education classes to obtain credentials, certificates and degrees. The PD supports must meet Childcare Providers where they are on the PD continuum of their career and education pathway.</p>		<p>quarter, due 30 days after the Execution Date</p>
<p>b. Provide comprehensive in-depth training based on the latest research, Oregon early care and education competencies and best practices in adult learning. This includes relationship-based professional development as described by the National Association for the Education of Young Children: http://www.naeyc.org/GlossaryTraining_TA.pdf and must incorporate different methodologies such as coaching, mentoring, TA, training, and higher education. This shall be accomplished by providing Professional Development and Technical Assistance to Childcare Providers through the following activities:</p> <ul style="list-style-type: none"> i. Conduct annual training and technical assistance needs assessment surveys to determine the training and Professional Development needed for Childcare Providers in the CCR&Rs Region. Survey submitted must be one that was conducted within the previous 12 months. 	<p>Annual Training and Technical Assistance Needs assessment survey and survey results submitted to Agency.</p>	<p>45 days after execution date of Grant and; June 28, 2024.</p>
<p>c. Follow all sponsoring organization policies and procedures as defined by the Oregon Center for Career Development at Portland State University.</p>		
<p>d. Establish and maintain FCCNs. These include, but are not limited to:</p> <ul style="list-style-type: none"> i. Infant Toddler FCCN <ul style="list-style-type: none"> A. Establish one infant toddler FCCN per Infant Toddler Specialist, or must demonstrate how the Infant Toddler Specialist will provide expertise across multiple established FCCNs with Early Educators that serve infants and toddlers. B. To support multiple FCCNs, Grantee must obtain Agency’s prior written approval. ii. Additional FCCN: At a minimum, one additional FCCN will be established in each region based on the region’s needs. Priority will be given to Childcare Providers in populations identified as priority in the Early Childhood System analysis and Regional Assessment Plan completed by the Early Learning Hubs. FCCN populations may focus on these areas: poverty hot spots, Historically Underserved Communities, children of color, infants and toddlers, Childcare Providers accepting families that receive Childcare Subsidy, Childcare Providers providing odd hour care, Childcare Provider serving children speaking languages other than English, children with disabilities and other priorities as identified by the Agency. 	<p>Complete TA log using the template provided by Agency, entering all TA activities for all Early Childhood Educators.</p>	<p>5 days following the end of each month.</p>

<p>A. Ensure each individual FCCN does not exceed 15 Early Educators.</p> <p>I. If Grantee recruits fewer than 12 Early Educators in a FCCN due to geographic or other population composition, full time equivalents (“FTE”) requirements may be adjusted with Agency’s approval. Grantee must ensure FTE requirements are met:</p> <ol style="list-style-type: none"> 1) QIS: at least 0.5 FTE per FCCN; 2) PSP Quality Specialists: must be hired by Grantee to fulfill the FTE funded levels as determined and provided in the funding allocation by Agency. PSP Quality Specialists must only work with PSP Early Learning Programs funded by the Agency. 3) Infant Toddler Specialist must be at least 1.0 FTE operating only one FCCN. <p>B. Ensure QIS creates an Early Education agreement with clear guidelines for active participation signed by FCCN participants annually. At a minimum, the Early Educator agreement(s) must include agreements to:</p> <ol style="list-style-type: none"> I. Participate fully for the duration of the FCCN; II. Attend at least 80% of network meetings, trainings and 1:1s. Participate in peer discussions; and III. Work toward increasing program quality and Professional Development. <p>C. Ensure that each month, at least one training will be offered based upon the goals of the Key Participants in the FCCN, and with intentional implementation follow up. Utilize Essential Fellowship training and tools, as appropriate, and provide support for sustaining Essential Fellowship practices.</p> <p>D. Ensure QISs co-create and support Early Learning Program and individual Early Educator TA and CQI plans with mutually agreed upon goals, and that all FCCN participant TA must be recorded in the QIS TA log in the Agency prescribed platform.</p> <p>E. Ensure Agency has up-to-date information on current FCCN participants through the Agency prescribed platform.</p> <p>F. Support FCCN participants in creating and following through on</p>		
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<p>Professional Development Plans as appropriate.</p> <p>G. Ensure Authorized Essential Fellowship trainers conduct at least one cohort a year of Essential Fellowship. Authorized Trainers will work with Agency to develop Essential Fellowship recruitment and participation lists.</p>		
<p>e. Preschool Promise: Provide technical assistance, including Consultation and Coaching to Preschool Promise grantees in family and center-based childcare settings; school districts; and, other Early Learning Programs with Preschool Promise grants. Objectives of Technical Assistance and Coaching are to meet:</p> <ul style="list-style-type: none"> i. Early Learning Program, classroom, and program goals; ii. Preschool Promise quality requirements; and iii. Best practice standards as identified and directed by Agency. 		
<p>e. Technical Assistance activities with Preschool Promise grantees may include, but are not limited to:</p> <ul style="list-style-type: none"> i. Program assessment (both self-assessment and assessment by outside observer) ii. Goal setting and resource sharing iii. Participation in Professional Development and Technical Assistance plan development iv. Participation in Community of Practice, Focused Childcare Network or Peer Learning Community v. Participation in Essential Fellowship Learning cohort vi. Contributing to the development of a regional Technical Assistance plan vii. Identification of Professional Development needs, and facilitation of training viii. Spark participation ix. Data dialogue x. Consultation focused on, but not limited to, inclusionary practices, trauma informed practice, culturally and linguistically responsive practices, developmentally appropriate practices, screening and assessment, educational planning, dual language learners, anti-bias curriculum, equity, and family engagement. 		

<p>f. Provide ongoing Continuous Quality Improvement opportunities through the following activities:</p> <ul style="list-style-type: none"> i. Consultation with assigned Quality Improvement Specialists; ii. TA for Childcare Providers to assist them in meeting their Professional Development goals; iii. Trainings that meet the needs of the Childcare Providers in the Grantee’s Region and support them in meeting their educational goals; iv. Coordinate and assure access to the trainings in ways that are culturally and linguistically responsive, available and accessible, and include technology options, such as virtual trainings; and v. Follow-up implementation supports to embed learning into practice. 		
<p>g. Ensure the following factors are included in the Professional Development and training plans:</p> <ul style="list-style-type: none"> i. Multiple learning mechanisms are in place and easily accessible. ii. Series of supports and opportunities identified, including but not limited to, trainings, Technical Assistance, Consultation, Coaching, peer-to-peer mentoring, that are accessible and available in culturally and linguistically responsive ways and advance Childcare Providers in Continuous Quality Improvement and their Professional Development goals. iii. Childcare Providers are connected to the resources applicable to their needs to reach their Professional Development goals. iv. An assessment is incorporated in the plan to demonstrate progress towards Professional Development goals. 		
<p>h. Ensure that Childcare Providers are informed and connected to initiatives supported by the Agency including, but not limited to, Early Learning Hubs, and Preschool Promise.</p>		
<p>5. <u>Community Collaboration. Grantee shall:</u></p> <p>a. Lead efforts to align and coordinate plans with early learning community partners and interested parties to address needs specific to the childcare system, such as increasing access and availability of high-quality early care and education programs to meet the needs of families.</p>		
<p>b. Work with interested parties, Early Care and Education partners, and local Early Learning Hubs to identify, implement, and coordinate strategies to reduce expulsions and suspensions of all children, especially those historically underserved and under-resourced from early care and education settings.</p>		

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c. Assess the CCR&R region’s early care and education needs and develop strategies that align with Raise Up Oregon to meet the identified needs in partnership with Hubs, CBOs, community colleges and universities, and other community partners that serve Historically Underserved Communities.		
d. Engage with Hubs in Grantee’s service Region in a collaborative planning, implementation, and reflection cycle to progress toward shared goals.		
e. Conduct on-going assessments of progress towards the Early Learning System goals as they relate to the professional learning system in recruitment and retention of Childcare Providers and Continuous Quality Improvement of Early Learning Programs in the CCR&R’s region.		
f. Inform and heighten public awareness of the status of the early care and education sector in the service Region when collaborating with community partners by providing early care and education data and statistical information when relevant.		
g. Maintain communication strategies that include an active, user-friendly website describing CCR&R services available to support communication to interested parties which may include, but are not limited to: email distribution lists; social media links; print mail distribution; access to training opportunities; updates on early care and education policies. Websites must also contain links to relevant statewide services as directed by Agency.		
h. Form an advisory board with key interested parties, including but not limited to: Childcare Providers; culturally specific organizations; and, other key partners from the early care and education sector in the region, as members.	Advisory Board member list, charter and meeting schedule	Due 90 days after Execution Date of Grant
6. <u>Consumer Engagement. Grantee shall:</u>		
a. Provide information using various avenues of communication to the general public about Spark, High Quality childcare, and the range of childcare options in Grantee’s Region. These include: <ul style="list-style-type: none"> i. Presentations to community groups about the importance of High-Quality Early Learning Programs for young children; ii. Raise Up Oregon goals; iii. Data reports showing childcare options; and, iv. How to assist parents or guardians in seeking childcare. 		

<p>b. Provide information through outreach to parents or guardians, Childcare Providers and Early Learning System partners about Spark, High Quality childcare, and the range of childcare options in Grantee’s Region.</p>		
<p>c. Provide information on childcare financial assistance programs, such as Childcare Subsidy, to encourage more Childcare Providers to provide childcare and education to children whose families are receiving these services.</p>		
<p>d. Inform and connect Childcare Providers to initiatives supported by the Agency including, but not limited to, Early Learning Hubs, and Preschool Promise. Ensure Childcare Providers receive current and accurate information from the Agency.</p>		
<p>e. Ensure key resources, such as newsletters and consumer education on High Quality childcare indicators identified in Childcare Aware of America (https://www.childcareaware.org/families/choosing-quality-child-care/selecting-child-care-program/) and outreach materials for parents and guardians seeking childcare are translated into the Oregon Essential Languages.</p>		
<p>f. Provide early learning and care professionals with referrals to community resources and services to meet the needs of providers and families, including but not limited to the areas of early intervention services, childcare insurance, advocacy groups, business and marketing, parenting education, and 211info.</p>		
<p>7. <u>Organizational Excellence. Grantee shall:</u></p> <p>a. Use National Association for the Education of Young Children Code of Ethics as a tool to guide the CCR&Rs professional practice with staff and customers of the CCR&R. https://www.naeyc.org/sites/default/files/globally-shared/downloads/PDFs/resources/position-statements/Ethics%20Position%20Statement2011_09202013update.pdf</p>		
<p>b. Use logos and brands developed by Agency to promote public recognition and provide a consistent image of Agency programs to external partners.</p>		
<p>c. Use Spark brand and style guidelines: the Spark logo, brand, and messaging must be used in their authorized form at all times as specified in the Spark brand and style guidelines. Spark logo and brand may be shared with partners for joint ventures, but the official guidelines for use must be honored. Spark brand and style guidelines can be found online: https://drive.google.com/file/d/0B2PMnCCXDd5wM0EzU25QazZ1TFk/view?usp=</p>		

<p>sharing.</p>		
<p>d. Demonstrate professionalism in work and communications with community partners following the communication agreements available from Agency.</p>		
<p>e. Utilize processes for regular and accurate data tracking, monitoring, and staff trainings to improve progress toward CCR&R goals in accordance with guidance provided by Agency.</p>		
<p>f. Adhere to all state and federal law applicable to CCR&R, including Oregon Revised Statutes (“ORS”), including ORS 329A.100 through 329A.135, and Oregon Administrative Rules (“OAR”), including OAR 414-500-0010 through 414-500-0080.</p>		
<p>g. Maintain continuous satisfactory performance as a CCR&R agency (as per ORS, OAR and agreements with Agency).</p>		
<p>h. Ensure Grantee’s practices and policies are coordinated with and do not conflict with the mission, vision, and goals of the Early Learning Council in materials, plans, and communications as found in Raise Up Oregon.</p>		
<p>i. Remain current on and follow the most current versions of the AFSCME and SEIU collective bargaining agreements, including meeting all reporting deadlines. Agency can facilitate access to the collective bargaining agreements upon request. Following AFSCME collective bargaining agreement, track any Registered Family and Certified Family Childcare Providers with the title of “provider” that receive Cardiopulmonary Resuscitation (CPR)/First Aid and repeat training of Recognizing and Reporting Child Abuse and Neglect for free through Grantee. This data must be available to Agency as requested.</p>		
<p>j. Ensure all staff who provide Technical Assistance or support on-site in an Early Learning Program follow Agency guidance on mandatory reporting and serious health and safety concerns reporting. Guidance can be obtained from Agency.</p>		
<p>k. If Grantee is in the same backbone agency as the regional Early Learning Hub, participate in Agency research as requested to identify opportunities and challenges to increase integration and alignment between the Early Learning Hub and the Childcare Resource and Referral agency.</p>		
<p>8. <u>Staff Recruitment, Development and Retention. Grantee shall:</u></p>		

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<p>a. Demonstrate policies that show recruitment efforts to hire staff that represent the diversity of the under-represented and Historically Underserved Communities.</p>		
<p>b. Ensure Grantee’s Director or leadership role is 1.0 FTE dedicated to CCR&R operations.</p>		
<p>c. Ensure all staff are properly trained for activities required under this Grant, and that there is an ongoing Professional Development Plan in place for the CCR&R staff that do not meet minimum qualifications.</p>	<p>Submit to Agency for review any Professional Development Plans for individuals that do not meet minimum qualifications</p>	<p>Within 30 days of hiring a new staff member or 30 days of plan creation</p>
<p>d. Utilize the equity lens in hiring qualified candidates for Grant-funded positions that match the cultural and linguistic needs of participating Early Learning Programs in Grantee’s local Region. Candidates who do not meet minimum qualifications must be considered during recruitment if reasonable training and education opportunities would allow the candidates to meet minimum qualifications.</p>		
<p>e. Ensure all Quality Improvement Specialists, and Infant Toddler Specialists meet the following minimum qualifications*:</p> <ul style="list-style-type: none"> i. Bachelor’s degree in early childhood education, Bachelor’s degree in a related field and coursework in early childhood education, or a step 10 or higher on the Oregon registry ii. At least two years of experience in an early childhood or youth development program with specific experience working with the age group or focus area of the position iii. Be considered a master trainer in Oregon Registry Online <p>* If current staff or a future applicant does not meet the minimum qualifications set forth in the Grant, Grantee must communicate this in writing to Agency and must create a plan collaboration with Agency to ensure all individuals meet minimum qualifications within an Agency-determined timeline.</p>	<p>Assurance Statement of staff minimum qualifications and Professional Development Plan for those not meeting these qualifications to achieve them.</p>	<p>45 days after Execution Date of Grant or within 30 days of hiring a new QIS</p>
<p>f. Ensure all Preschool Promise Quality Coaches, and Preschool Promise Quality (or Program Implementation) Specialists meet the following minimum qualifications:</p> <ul style="list-style-type: none"> i. Bachelor’s degree in early childhood education, Bachelor’s degree in a related field and coursework in early childhood education with a 	<p>Assurance Statement of staff minimum qualifications and Professional Development Plan for</p>	<p>45 days after Execution Date of Grant or within 30 days of hiring a new Preschool Promise</p>

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<p>preschool focus, or a step 10 or higher on the Oregon registry.</p> <ul style="list-style-type: none"> ii. At least two years of experience in an Early Learning Program as a supervisor, coach or instructional leader. iii. At least two years of experience providing Technical Assistance and training, including Coaching, to Early Learning Programs. 	<p>those not meeting these qualifications to achieve them that will be approved by Agency.</p>	<p>Quality Coach</p>
<p>g. Ensure each QIS has their own Professional Development Plan reflecting PD opportunities including, but not limited to, training and education related to their growth and development. Grantee must ensure Professional Development Plans are in place for all QIS's within 45 days of the Execution Date of Grant (or 30 days of hire date for future employees) and must be made available to Agency upon request.</p>		
<p>h. Safety Set Trainings: Ensure all staff who enter any type of Early Learning Program complete RRCAN, safe sleep, and other health and safety trainings identified by Agency.</p>	<p>Training verification including staff names, training names and dates completed.</p>	<p>Within 30 days of hire date for new staff.</p>
<p>i. Central Background Registry: ensure all staff who enter any type of Early Learning Program are enrolled in the Central Background Registry.</p>	<p>Verification of enrollment.</p>	<p>Within 30 days of hire date for new staff.</p>
<p>9. <u>Agency Collaboration. Grantee shall:</u></p> <ul style="list-style-type: none"> a. Intentional Referral Update and Review Meetings: Meet at least biannually with Agency's regional licensing staff to review progress on local plans to engage in regular intentional referrals throughout the year. <ul style="list-style-type: none"> i. Agency will provide a high-level action plan template, and Grantee will partner with the Office of Childcare regional representatives to organize and set up the meeting. ii. Grantee must record and submit meeting minutes to Agency using their own template or Agency provided template. 	<p>Intentional referral meeting minutes</p>	<p>Two weeks after each meeting</p>
<p>b. Attend CCR&R Directors' meetings hosted by the Agency, Preschool Promise program meetings as requested, and other mandatory meetings as directed by Agency. If Grantee's Director or other required staff member is unable to attend any meeting, Grantee will notify Agency.</p>		
<p>c. Trainings: Grantee's Director and staff must attend trainings for services related to work under this Grant as required by Agency.</p>		
<p>d. Mentor Coaching: Preschool Promise Quality Coaches must meet at least monthly</p>		

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<p>with their Mentor Coach, as assigned by the Capacity Building Center at Oregon State University. PSP Quality Coaches will engage regularly with Mentor Coaches to receive Coaching and Professional Development, and must participate in required training and technical assistance activities to support the implementation of coaching to Preschool Promise grantees. Activities will include, but are not limited to, ongoing consultation, communities of practice, professional learning with outside contractors or trainers, assessment of coaching skills and knowledge, and data dialogues.</p>		
<p>e. Continuous Quality Improvement: Participate in all Agency related evaluation and Continuous Quality Improvement processes including but not limited to surveys, development and tracking of outcomes, and service analysis as directed by Agency.</p>		

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Budget; Indirect Rate

Funds	Activities for Fund Use	Period	Amount
General Funds (State Funds)	Focused Childcare Networks and associated expenses	July 1, 2023 – June 30, 2025	\$ 100,764.96
SSA for Professional Learning (ELA Funds)	Funding to support the preparation for and delivery of competency based professional development and training opportunities	July 1, 2023 – June 30, 2025	\$ 90,833.49
SSA for Support to PSP Administrators (ELA Funds)	Specifically funding the Preschool Promise Quality Improvement Specialist and associated expenses	July 1, 2023 – June 30, 2025	\$ 179,999.41
SSA Coaching for PSP (ELA Funds)	Specifically funding the Preschool Promise Coaches and associated expenses	July 1, 2023 – June 30, 2025	\$ 540,000.00
CCDF Funds (Federal Funds)	Funds to support core services of CCR&R, additional Focused Childcare Networks, and building leadership capacity of CCR&Rs	July 1, 2023 – June 30, 2025	\$ 1,071,929.67
Total Not-to-Exceed Amount:			\$ 1,983,527.53

1. The detailed budget the Grantee submits to Agency in Part IV (2.) may be revised up to 10 percent per budget category within the same funding stream, without prior Agency approval, provided that the revision does not alter the funding source required by the above table and does not exceed \$25,000. Any other revision of the detailed budget must be approved by Agency in writing. In no case may a budget category adjustment result in an increase of the total amount of Grant Funds set forth in Section 6 of this Agreement.
2. Allowable costs must align with the two-year budget submitted to Agency and activities described in Exhibit A “The Project”. All costs using federal funds must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, including specific federal grant rules found in 45 CFR Part 98. All travel costs follow federal General Services Administration rates.
3. Grant monitoring: Agency reserves the right to perform monitoring visits. Notification and agenda will be provided by Agency to Grantee prior to any visit.
4. Indirect Rate. Grantee must submit their federally approved indirect rate letter or Local Education Agency rate letter to Agency Grant Manager. Grantee must follow Agency’s Administrative Cost Policy. Policy can be found here: https://oregonearlylearning.com/administration/grant_opportunities/#grantcontractresources.

- a. **Administrative Costs – Federal Funds.** Grantee may be reimbursed for administrative costs, including indirect costs, as a percentage of the federal fund Grant Funds disbursed under this Grant, in an amount that does not exceed Grantee’s approved rate at the time the cost was incurred. If Grantee does not have an approved rate, Grantee may be reimbursed for administrative costs, including indirect costs, as a percentage of the federal fund Grant Funds disbursed under this Grant, in an amount that does not exceed the percentage listed on the 2 CRF 200 form (Exhibit E). The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency’s Grants Management System.

- b. **Administrative Costs – Early Learning Account Funds.** Grantee may be reimbursed for administrative costs, including indirect costs, as a percentage of the early learning account Grant Funds disbursed under this Grant, in an amount that does not exceed 15 percent. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency’s Electronic Grants Management System.

- c. **Administrative Costs – General Funds.** Grantee may be reimbursed for administrative costs, including indirect costs, as a percentage of the general fund Grant Funds disbursed under this Grant, in an amount that does not exceed 15 percent. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency’s Grants Management System.

PART IV: REPORTING REQUIREMENTS

Grantee must submit the reports in the table below to Agency using the tool(s) provided by the Agency.

REPORT	DUE DATE
1. Work plan that outlines and provides information on how tasks and activities in Exhibit A will be delivered using template provided by the Agency. Work plan must include a plan on how FCCN tasks and activities will be delivered. Include embedded strategies and activities that are 1) culturally and linguistically responsive to populations served; and 2) partnerships are formed with culturally specific or other Community Based Organizations to connect with priority populations as determined by the region’s Early Childhood Services Analysis (ESCA), formerly known as the Early Care and Education Sector plan.	Due 30 days after Execution Date
2. Detailed budget for Grant period using agency provided template showing how the funds will be expended to complete all work in Agreement.	Due 30 days after Execution Date
3. Quarterly report that outlines and provides information about the completed tasks and activities in Exhibit A and as laid out in Work Plan using template provided by the Agency. Include embedded strategies and activities that are 1) culturally and linguistically responsive to populations served; and 2) partnerships are formed with culturally specific or other Community Based Organizations to connect with priority populations as determined by the region’s Early Childhood Services Analysis (ESCA), formerly known as the Early Care and Education Sector plan.	Due 45 days after the end of each quarter

DELG GRANT #32606 – Childcare Resource & Referral

<p>4. Data reports: utilize data from the following reports received by CCR&R Central Coordination to respond to quarterly report questions.</p> <ul style="list-style-type: none"> i. Increased supply: Find Childcare Oregon ii. Advancement & PD: Oregon Registry Online iii. Engagement in CQI: Spark 	<p>Due in Quarterly Report</p>
<p>5. Data reports: utilize data from the quarterly vacancy update reports and annual update reports received by CCR&R Central Coordination to respond to quarterly report questions.</p>	<p>Due in Quarterly Report</p>
<p>6. Data reports: review, reflect, and analyze data from the following reports received by CCR&R Central Coordination on a quarterly basis and provide narrative about data in quarterly report.</p> <ul style="list-style-type: none"> i. Advancement & PD: Oregon Registry Online ii. Engagement in CQI: Spark 	<p>Due in Quarterly Report</p>
<p>7. In work plan and quarterly reports, report on quarterly assessment results that demonstrate collaborative planning, reflection and progress toward shared goals with Early Learning Hubs from the Community Collaboration section of Exhibit A.</p>	<p>Due in Quarterly Report</p>
<p>8. Attend quarterly learning dialogues to be held with Grantee and Agency to discuss quarterly reporting for each quarter.</p>	<p>Agency will schedule with Grantee following quarterly report due dates at a time that is convenient to both parties</p>
<p>9. SEIU quarterly training registration and attendance data report</p>	<p>30 days after the end of each quarter</p>
<p>10. Annual Equity Plan</p>	<p>Year 1 - Due September 29, 2023 Year 2 update/revisions- Due September 30, 2024</p>

PART V: Disbursements Generally

Grantee shall follow Section 7 of this Grant and submit requests for reimbursement via the Grant Management System established by the Agency. Request must include a completed Agency provided expense report. Grant Management System claim and expense report must be submitted at the same time for review and approval. Requests may be submitted on a monthly or quarterly basis.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

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

COMMERCIAL GENERAL LIABILITY

Required Not required

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

AUTOMOBILE LIABILITY INSURANCE

Required Not required

Grantee shall require and ensure that each of its subcontractors complies with the Automobile Liability Insurance requirements as applicable.

Non-transporting programs:

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

Programs transporting 1 to 9 children

Automobile liability insurance covering Grantee’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability

insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable provided that the policy includes a business use endorsement.

Programs transporting 10 or more children

Automobile liability insurance covering Grantee’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$5,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable provided that the policy includes a business use endorsement.

PROFESSIONAL LIABILITY

Required (if Grantee, a contractor or subcontractor has licensed professionals as employees)

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

An endorsement to the commercial general liability or automobile liability policy, covering Grantee’s, contractor, or sub grantee’s liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not required

Contractor shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which Contractor (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY: For Non-profits only

Required Not required

Directors, Officers and Organization insurance covering the Contractor’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight

and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of no less than \$1,000,000 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required (if Grantee, a contractor or sub grantee has any kind of custodial care over children)

Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or sub grantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit may not be less than \$2,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

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

ADDITIONAL INSURED

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

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

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first-tier contractors or sub grantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, (iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee must provide to Agency's Grant Manager Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/ umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/ umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: **Attention Procurement Services, Oregon Department of Early Learning and Care, 700 Summer St NE, Salem OR, 97310** prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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

Exhibit C

EQUITY OBJECTIVES AND RESULTS EXPECTATIONS

The Department of Early Learning and Care’s (DELG) work is in service to children, families, staff, and communities to support all of Oregon’s young children and families to learn and thrive. DELG recognizes that families and children must have access to family-centered resources and supports to address their unique needs.

DELG applies an asset-based mindset and strength-based approach to operationalize equity. An *asset-based mindset* focuses on seeing potential rather than deficits and draws upon the strengths of children, families, and communities to develop and enhance grantees’ services. A *strengths-based approach* uses policies, practice methods and strategies to identify and draw upon the strengths of children, families, and communities to develop and enhance grantees’ services.

DELG supports culturally responsive services that are respectful of, and relevant to, the beliefs, practices, culture, and linguistic needs of diverse communities. Cultural responsiveness refers to the capacity to respond to the issues of diverse communities. It requires knowledge and capacity at distinct levels of intervention: structural, organizational, interpersonal, and individual.

Program Expectations and Commitment to Children and Families

To the extent permitted by law, Grantee’s staff shall:

- a) Work to build a climate that promotes acceptance, inclusion, and respect of all individuals;
- b) Understand the communities they serve, in a non-static manner, including the communities’ culture, values, norms, history, customs, and particular types of discrimination, marginalization, and exclusion they face in this country. Grantee’s staff shall apply that knowledge to services it provides under this Grant in a responsive, non-limiting, and non-stereotyping manner;
- c) Whenever possible, interact with children and families according to their preferred language and cultural norms including social greetings, family conventions, dietary preferences, welcoming culture, healing beliefs, and spiritual needs; and
- d) Engage in continuous learning about their own biases, assumptions, and stereotypes that limit their ability to be culturally responsive and to understand how these biases affect their work with children and families.

To the extent permitted by law, Grantee’s leadership shall:

- a) Ensure that applicants and employees are not subjected to unlawful discrimination in hiring, compensation, or the terms, conditions or privileges of employment because of race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability; and
- b) Ensure that any subcontract, purchase, or other agreement used to carry out the Project expressly prohibits the performing entity from subjecting employees or applicants to discrimination in hiring, compensation or the terms, conditions or privileges of employment because of race, color, religion, sex, sexual orientation, national origin, marital status, age, political affiliation, or disability.

Agency Expectations and Commitment to Grantees

DELG has identified four priority areas this biennium to partner with grantees in achieving equitable results: collaboration and cocreation with working partners, communities and families, supporting partners’ and families’ involvement in strategic planning, improving workplace workforce equity. Each of these four areas is described in more detail in the table below. **Grantee shall collaborate with DELG to submit an Equity Plan annually that supports equity objective(s) and addresses how Grantee is achieving equitable results within the four Equitable Results Areas described below.** Some objectives and equitable results described below may not apply to Grantee. The Equity Plan will identify, track, and report the activities and metrics, including areas of disparate impact on communities. Grantee may request an Equity Plan template from the Agency for guidance.

Equitable Results Area	Description
Working Partners and Community Collaborators Engagement	<ul style="list-style-type: none"> – Grantee collaborates and cocreates with working partners and community collaborators. – Grantee engages with working partners and community collaborators, including families, administrators, teachers, and Department of Early Learning and Care (DELG), to discuss the issues and obtain insights.
Working Partners and Community Collaborators Empowerment	<ul style="list-style-type: none"> – Grantee supports working partners and community collaborators. – Grantee provides opportunities for staff, families, and communities to be involved in training, strategic planning and support their involvement.
Workforce Equity	<ul style="list-style-type: none"> – Grantee improves workforce equity. – Grantee progressively ensures that the identities of staff reflect the changing population of children and families served by the organizations in their geographical areas.
Workplace Equity	<ul style="list-style-type: none"> – Grantee improves workplace equity. – Grantee builds/improves an environment that promotes acceptance, inclusion and respect of all individuals.

EXHIBIT D FEDERAL TERMS AND CONDITIONS

FEDERAL FUNDS

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

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

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

Grantee is a sub recipient Grantee is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant:
93.575 Childcare and Development Fund - Discretionary; 93.596 Childcare and Development Fund – Mandatory/Matching.

FEDERAL PROVISIONS

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

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

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

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

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

For purposes of these provisions, the following definitions apply:

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

“Contractor” and **“Sub recipient”** and **“Non-Federal entity”** mean Grantee or Grantee’s contractors or sub grantees, if any.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense

Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of

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

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

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

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

(J) See §200.322 Procurement of recovered materials: https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=92b159d8a4db712007ed9d36214ee0ec&mc=true&n=pt2.1.200&r=PART&ty=HTML#se2.1.200_1322.

(K) Audits.

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

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

ADDITIONAL FEDERAL REQUIREMENTS

Trafficking in Persons.

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

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

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

Specific Conditions for Disclosing Federal Funding in Public Announcements.

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

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

Grantee must comply with these conditions under Division H, Title V, Section 505 of Public Law 115-141, Consolidated Appropriations Act, 2019.

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

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

Conferences and Meetings.

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

- 1) Before deciding to use Grant Funds to attend or host a meeting or conference, Grantee must:

- Ensure that attending or hosting a conference or meeting is reasonable and necessary to achieve the goals and objectives of this Grant;
 - Ensure the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/ coordinate the work being done under the Grant); and
 - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- 2) Grantee must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”. In particular, remember that:
- Grant Funds cannot be used to pay for alcoholic beverages; and
 - Grant Funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- 3) Grant Funds may be used to pay for the costs of attending a conference. Specifically, Grant Funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of Grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the Grant. When planning to use Grant Funds for attending a meeting or conference, Grantee must consider how many people should attend the meeting or conference on its behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the Grant.
- 4) Grantee may not use Grant Funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business. A working lunch is an example of a cost for food that might be allowable if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference to achieve the goals and objectives of this Grant.
- 5) A meeting or conference hosted by Grantee and charged to this Grant may not be promoted as a U.S. Department of Education conference. This means the seal of the U.S. Department of Education must not be used on conference materials or signage without Agency approval.

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

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

- 6) Grantee is strongly encouraged to contact Agency Grant Manager with any questions or concerns about whether using Grant Funds for a meeting or conference is allowable prior to committing Grant Funds for such purposes.

- 7) Grantee is responsible for the proper use of Grant Funds and may have to repay Grant Funds if Grantee violates the terms of this Grant, including the provided guidance for meeting and conference related expenses.

Applicable Acts, Regulations, and Assurances

Grantee will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

Continued Payments to Employees

Grantee shall, to the greatest extent practicable, continue to compensate its employees and contractors during the period of any disruptions or closures related to COVID-19 in compliance with section 315 of Division M of the CRRSA Act. In addition, each entity that accepts funds will continue to pay employees and contractors to the greatest extent practicable based on the unique financial circumstances of the entity. ESSER II funds generally will not be used for bonuses, merit pay, or similar expenditures, unless related to disruptions or closures resulting from COVID-19.

EXHIBIT E

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

1. Grantee name: <i>(must match name associated with UEI)</i>	Northwest Regional Education Service District
2. Grantee’s Unique Entity Identifier (UEI):	
3. Federal Award Identification Number (FAIN):	TBD
4. Federal award date: <i>(date of award to state by federal agency)</i>	TBD
5. Grant period of performance start and end dates:	Start: 07/01/2023 End: 06/30/2025
6. Grant budget period start and end dates:	Start: 10/01/2020 End: 09/30/2023
7. Amount of federal funds obligated by this Grant:	\$ 494,803.28
8. Total amount of federal funds obligated to Grantee by the pass-through entity including the current financial obligation:	On file with agency.
9. Total amount of federal award under this Grant including current financial obligation:	\$ 494,803.28
10. Federal award project description:	Childcare and Development Fund
11. a. Federal awarding agency:	U.S. Department of Health and Human Services
b. Name of pass-through entity:	Oregon Department of Early Learning and Care
c. Contact information for awarding official of pass-through entity:	Name: Kai Turner Email: kai.turner@ode.state.or.us
12. Assistance listings number, title, and amount:	Number: 93.575 Title: Childcare and Development Fund Amount: \$ 58,614,043.00
13. Is federal award research and development:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
14. a. Indirect cost rate for the federal award:	Federally negotiated rate at the time expenditures occurred.
b. Is the de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

The term “pass-through entity” refers to the State of Oregon, acting by and through its Department of Early Learning and Care.

DELCL GRANT #32606 – Childcare Resource & Referral

1. Grantee name: <i>(must match name associated with UEI)</i>	Northwest Regional Education Service District
2. Grantee’s Unique Entity Identifier (UEI):	
3. Federal Award Identification Number (FAIN):	TBD
4. Federal award date: <i>(date of award to state by federal agency)</i>	TBD
5. Grant period of performance start and end dates:	Start: 07/01/2023 End: 06/30/2025
6. Grant budget period start and end dates:	Start: 10/01/2021 End: 09/30/2023
7. Amount of federal funds obligated by this Grant:	\$ 577,126.39
8. Total amount of federal funds obligated to Grantee by the pass-through entity including the current financial obligation:	On file with agency.
9. Total amount of federal award under this Grant including current financial obligation:	\$ 577,126.39
10. Federal award project description:	Childcare and Development Fund
11. a. Federal awarding agency:	U.S. Department of Health and Human Services
b. Name of pass-through entity:	Oregon Department of Early Learning and Care
c. Contact information for awarding official of pass-through entity:	Name: Kai Turner Email: kai.turner@ode.state.or.us
12. Assistance listings number, title, and amount:	Number: 93.596 Title: Childcare and Development Fund Amount: \$ 15,726,411.00
13. Is federal award research and development:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
14. a. Indirect cost rate for the federal award:	Federally negotiated rate at the time expenditures occurred.
b. Is the de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

The term “pass-through entity” refers to the State of Oregon, acting by and through its Department of Early Learning and Care.



REPORTS & DISCUSSION



Northwest Regional Education Service District

September 12, 2023

TO: Board of Directors

FR: Ryan Blasquez, Director of Instructional Services

RE: Regional Early Literacy Initiative

EXPLANATION: Early Literacy Supports are part of our *Core Service* offerings to the region. Our team has grown and changed as a way to meet the growing, changing needs of our region's literacy teachers and leaders. The info I provide will include an overview of services, how they were determined, who is currently involved and what success will look like.

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

SUPPLEMENTARY MATERIALS: Regional Early Literacy Initiative [SLIDES](#)

RECOMMENDATION: N/A

PROPOSED MOTION: N/A



NW Regional ESD **Early Literacy Supports**

- Our **Early Literacy Supports** are co-designed with the instructional leaders in the region and are rooted in researched based practices.
- Participants will have access to professional development and instructional coaching within 3 strands of content- ***Science of Reading, Science of Teaching and Data Based Decision Making.***
- Our work is driven by Oregon's Early Literacy Framework and the belief that reading is a civil right.

Early Literacy Supports: Goals

1. Our goal is to *provide technical assistance that is adaptive to regional partner needs.*
2. We aim to *Share not Sell* and equitably resource the region.

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EDUCATION

The Nation's Report Card: Oregon among worst states for declines in math, reading scores

 **Natalie Pate**
Salem Statesman Journal

Published 1:12 p.m. PT Oct. 24, 2022


THE ASSOCIATED PRESS



EDUCATION

Oregon schools that teach science of reading curriculum, including phonics-based reading, will receive grant funding

For years, Oregon students have scored below national averages in reading scores. Now, millions in funding is encouraging schools to embrace phonics curriculum.



Early Literacy Supports: Co-Design Process

- Legislation and district feedback called for a shift in our Early Literacy offerings.
- Oregon's Early Literacy Framework started the conversation with regional leaders and an *Early Literacy Self Assessment* last spring informed the PD offerings we developed.
- We will continue to be responsive and reflective using monthly C&I job-alikes, coaching visits, PD feedback and implementation data to inform next steps.

Professional Development Opportunities:	Content:	Date:	Start:	End:	Mode:	Location:		
	Early Literacy Supports- Regional Kick-Off	-Introductions, our "why", preview scope and sequence	10/3/2023	4:00:00 PM	5:00:00 PM	Virtual	VIRTUAL	
	Early Literacy Supports Training Series- #1	-3 strands, differentiated options for adult learners and goal setting for interim coaching	10/26/2023	9:30:00 AM	3:00:00 PM	In Person	WSC - Washington Service Center Lewis & Clark	SUBS PROVIDED FOR DISTRICT PARTNERS
	Early Literacy Supports Training Series- #2	-3 strands, differentiated options for adult learners and goal setting for interim coaching	1/18/2024	9:30:00 AM	3:00:00 PM	In Person	WSC - Washington Service Center Washington room	SUBS PROVIDED FOR DISTRICT PARTNERS
	Early Literacy Supports Training Series- #3	-3 strands, differentiated options for adult learners and goal setting for interim coaching	3/8/2024	9:30:00 AM	3:00:00 PM	In Person	Seaside (location TBD)	SUBS PROVIDED FOR DISTRICT PARTNERS
	Early Literacy Supports Training Series- #4	-Stock Take/ Goal Reviews and share outs, Self Assessments & Planning for next year	5/23/2024	9:30:00 AM	3:00:00 PM	In Person	WSC - Washington Service Center Lewis & Clark	SUBS PROVIDED FOR DISTRICT PARTNERS
	Anita Archer	-Science of Teaching/Educator Series	TBD	9:30:00 AM	3:00:00 PM	HYBRID	WSC - Washington Service Center	SUBS PROVIDED FOR DISTRICT PARTNERS
	Anita Archer	-Science of Teaching/Educator Series	TBD	9:30:00 AM	3:00:00 PM	HYBRID	WSC - Washington Service Center	SUBS PROVIDED FOR DISTRICT PARTNERS
	Anita Archer	-Science of Teaching/Leadership Series	TBD	9:30:00 AM	3:00:00 PM	HYBRID	WSC - Washington Service Center	
	Anita Archer	-Science of Teaching/Leadership Series	TBD	9:30:00 AM	3:00:00 PM	HYBRID	WSC - Washington Service Center	
	Early Literacy Supports Targeted Training (TBD by participants)		November	3:30:00 PM	5:00:00 PM	Virtual	VIRTUAL	
	Early Literacy Supports Targeted Training (TBD by participants)		February	3:30:00 PM	5:00:00 PM	Virtual	VIRTUAL	
	Early Literacy Supports Targeted Training (TBD by participants)		April	3:30:00 PM	5:00:00 PM	Virtual	VIRTUAL	
	Early Literacy Supports Targeted Training (TBD by participants)		TBD	3:30:00 PM	5:00:00 PM	Virtual	VIRTUAL	
	Optional LETRS for Educators Drop-In Session	Community of practice space to discuss LETRS content with colleagues.	First Thursday of every month, starting October 5th	3:30:00 PM	4:30:00 PM	Virtual	VIRTUAL	
	Optional LETRS for Administrators Drop-In Session	Community of practice space to discuss LETRS content with colleagues.	Second Thursday of every month, starting October 12th	3:30:00 PM	4:30:00 PM	Virtual	VIRTUAL	

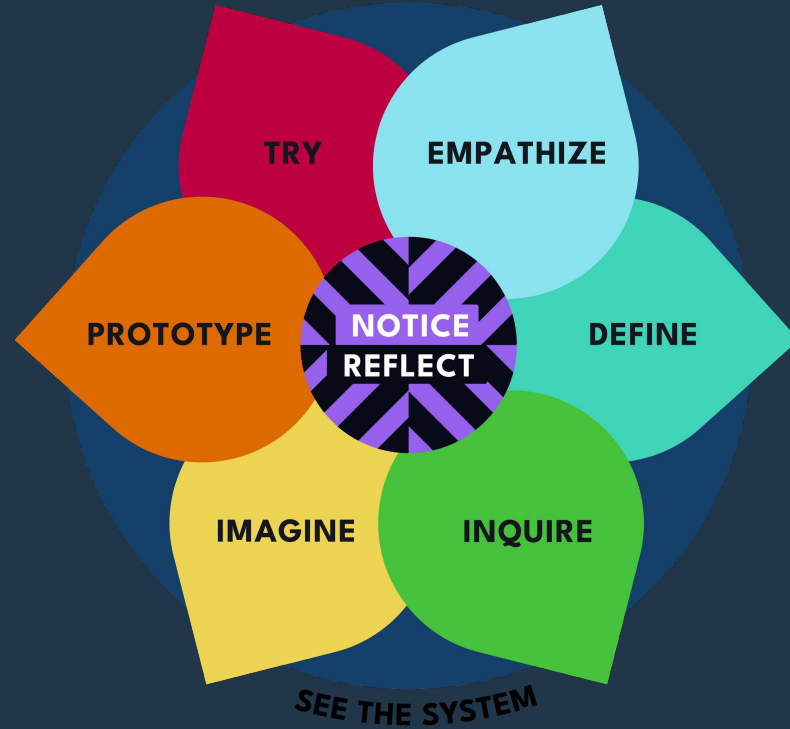
Early Literacy Supports: Current District Involvement (as of 9/8)

- C&I Job-Alikes; 15 of our 20 districts have RSVP'd
- LETRS cohorts; 50 admin & 40 educators from 15 of our 20 districts involved
- Monthly “community of practice”; drop-ins scheduled for admin & teachers to support LETRS and identify PD needs
- Our coaches are delivering materials and making connections this month with your teachers, coaches and administrators.
- Our team has provided PD during in-service for a partner district.
- Several partner districts are currently looking at literacy systems with the support of the Oregon RTI team. *Statewide Supports from ORTI are available to all regional partners.*

Early Literacy Supports: What Will Success Look Like?

- We foster relational trust with our region's teachers and leaders through high quality, effective PD and coaching efforts.
- We support component districts to implement robust Multi-Tiered Systems of Support (MTSS). (SPS 2.2)
 - Literacy system audits and improvement plan implementation in systems.
- We provide professional development services towards increasing inclusionary practices, student engagement, and academic outcomes. (SPS 3.1)
 - *Science of Reading, Science of Teaching and Data Based Decision Making* implementation in schools and classrooms.

See the System-Inquire-Imagine-Prototype-Repeat



Questions, Comments or Feedback?

Ryan Blasquez

Director

rblasquez@nwresd.k12.or.us

Cell: 503.577.0557

Matt Kishlock

Admin Specialist

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Laurel Fischer

Literacy Coach

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Chrissy Eichelberger

Literacy Coach

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Northwest Regional Education Service District

September 12, 2023

TO: Board of Directors
FR: Jordan Ely, Chief Financial Officer
RE: Aloclek Project Update

EXPLANATION:

Staff will be joined by project managers from Wenaha Group to provide an update on the Aloclek project. This project represents a significant investment in our educational infrastructure, aiming to enhance the learning environment for our young learners. Some highlights to be covered include:

Timeline and Milestones: A timeline for the renovation project will be presented, highlighting key milestones, including design, bidding, construction, and completion. The timeline has been designed to minimize disruptions to ongoing educational programs.

Budget: An overview of funding sources for the project, along with very preliminary cost estimates.

Stakeholder Engagement: Currently underway; strategies for gathering feedback and keeping stakeholders informed throughout the renovation process will be discussed.

Project Overview: A brief overview of the programs that will be served by the site, paired with a preliminary layout.

PRESENTER(S): Jordan Ely

SUPPLEMENTARY MATERIALS: [Aloclek Renovation Update](#)

RECOMMENDATION: N/A

PROPOSED MOTION: N/A

Aloclek Building Renovation for the New Early Learning Center

September 12, 2023



ALOCLEK BUILDING RENOVATION – SCHEDULE UPDATE

- Design workshops with staff and stakeholders – August to October - **UNDERWAY**
- Design and construction cost estimates reconciled to budget of \$7.8 million (not including “soft costs”) – September, November and December – **RFQ TO SELECT ESTIMATING FIRM IN PROCESS**
- Select list contractor bidding – January and February 2024
- Construction period – March to December 2024
- NWRESD occupies for set-up & training – January 2025 – **NOTE CORRECTION TO 2025**
- Open for use! – Summer 2025 – **NOTE CORRECTION TO 2025**

ALOCLEK BUILDING RENOVATION – FINANCIAL REPORT

Revenue Sources	
Loan Proceeds	\$15,037,739
EIECSE	\$1,350,000
Capital Funds	\$1,689,837
ESSER Funds	\$300,000
Total Revenue	\$18,377,576
<i>Note: Initial Draft Subject to Change</i>	

Budget Allocation	
Property Purchase	\$8,000,000
Legal	\$136,535
Permits/Inspections	\$158,000
Professional Services	\$1,049,000
Construction Costs	\$7,855,000
Furniture / Technology / Moving	\$550,000
Contingency	\$629,041
Total Forecast	\$18,377,576

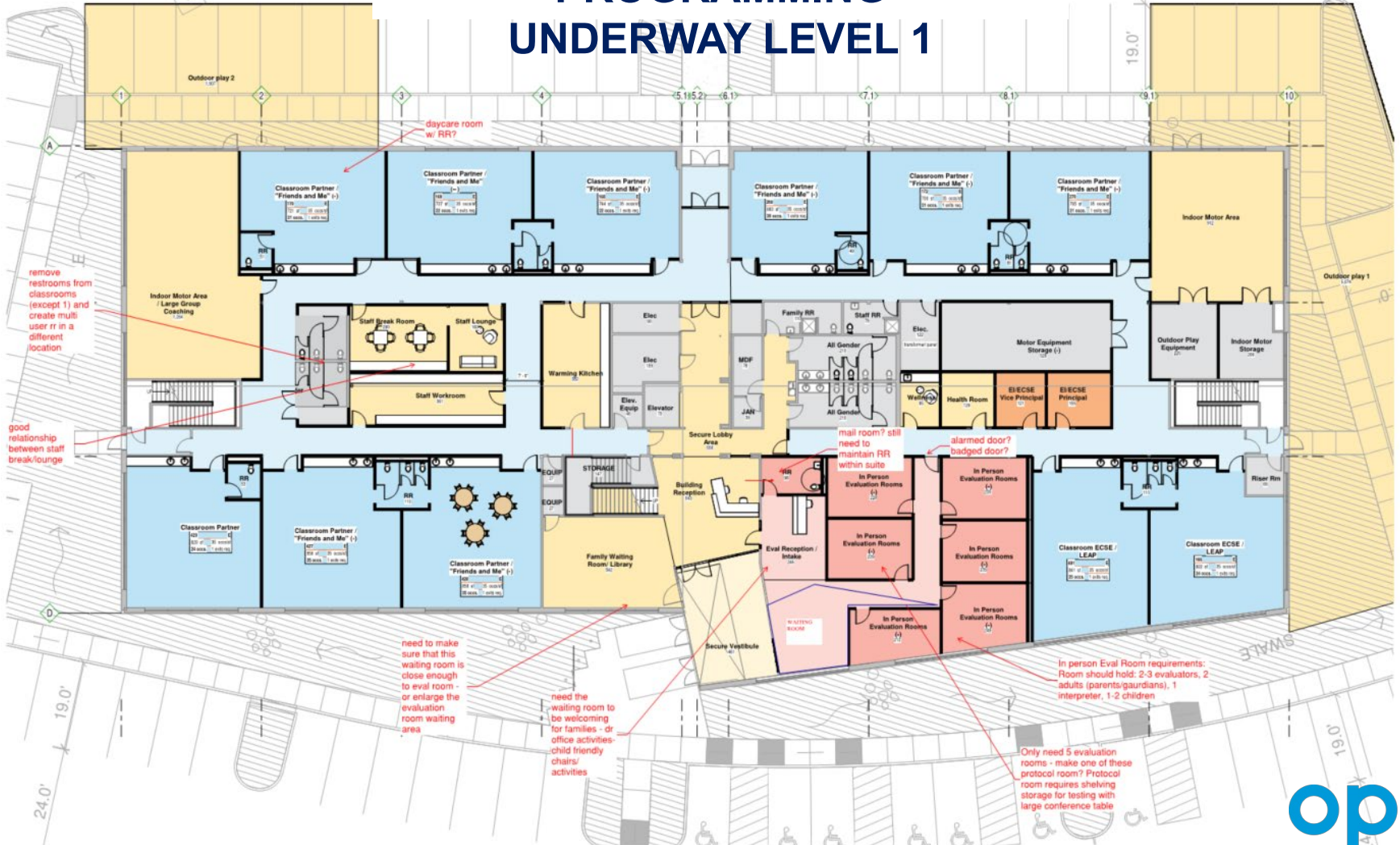


- Evaluation
- Early Learning Administration
- Common Spaces
- ECSE Pre-school
- Early Learning Hub
- Early Intervention



PROGRAMMING UNDERWAY LEVEL 1

Meeting Markups



PROGRAMMING UNDERWAY

LEVEL 2



Questions?



Northwest Regional Education Service District

September 12, 2023

TO: Board of Directors

FR: Jordan Ely, Chief Financial Officer

RE: Policies DD and DJ

EXPLANATION: Staff are asking the Board to consider increasing contracting authority delegated in policies DD and DJ to \$250,000. The current delegation of \$150,000 is ostensibly based on the threshold for formal procurement established in ORS 279B. However, that threshold dates back to at least 2005, when \$150,000 had the purchasing power equivalent to \$235,000 today. The agency has also grown substantially since then.

Expanding this delegation to \$250,00 would reduce the amount of routine business brought before the board. Most grants and contracts fall below the \$150,000 threshold we currently have or above the \$250,000 threshold requested. Staff estimate that 10-30 contracts per year will be omitted from Board packets if these revisions are approved and adopted.

The reason for requesting \$250,000 is to align the threshold to the point at which a formal selection process is required for personal services contracts and the point at which the Oregon Public Contracting Code (OPCC) requires a higher level of due diligence for goods and services contracts. Bidding thresholds required by the OPCC would not be impacted by a change to these policies.

This is a first reading, and therefore, no action is requested at this time.

PRESENTER(S):	Jordan Ely
SUPPLEMENTARY MATERIALS:	Revised policy DD Revised policy DJ
RECOMMENDATION:	N/A
PROPOSED MOTION:	N/A

DD - Funding Proposals and Applications

Code: DD

Adopted: 2/20/17

Revised/Readopted: 9/13/22

Orig. Code: DD

Funding Proposals and Applications

The Board has as its primary mission the education of students according to adopted goals and objectives. The Board urges the Superintendent to pursue legal and worthwhile financial resources aligned to Board-adopted strategic priorities. To this end, grants may become available from the federal or state government or private sources.

The superintendent or designee will oversee all requests, application submissions, and acceptances, with consideration of the strategic plan, goals and priorities of NWRES D. The Superintendent will review all proposals in excess of ~~\$150,000.00~~ \$250,000 with the Board at its next regular meeting. To allow for timely application for potential grants in excess of ~~\$150,000.00~~ \$250,000, the Superintendent may submit the application prior to Board approval. The Board reaffirms its veto power over all grants prior to actual acceptance of funds. The Board shall, before an acceptance of such funds, consider the district's obligations,

expectations or encumbrances when the grant ceases.

Prior to receiving a grant in excess of ~~\$150,000~~ \$250,000, the Board must authorize the ESD to accept the funds. END OF POLICY

Legal Reference(s):

- ORS 29.4.305 to 29.4.565
- ORS 334.125(7)

DJ - ESD Purchasing

DJ-AR Purchasing Procedure

DJ-AR Expenditure of Agency Funds for Meals, Refreshments and Gifts

Code: DJ

Adopted: 2/21/17

Amended:

5/10/22 Orig.

Code(s): DJ

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

The chief financial officer is appointed by the Board to serve as purchasing agent. The chief financial officer will be responsible for developing and administering the ESD's purchasing program. No obligation may be incurred by any officer or employee of the Board unless that expenditure has been authorized in the budget or by Board action or Board policy.

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

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

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

Procurement Solicitation:

The Board authorizes the following authority levels for public contracts:

- All public contracts estimated to cost ~~\$150,000~~ \$250,000 or more in a fiscal year must be approved by the Board.
- All public contracts estimated to cost less than ~~\$150,000~~ \$250,000 in a fiscal year may be entered into by the Superintendent without Board approval. However, either the Board or the Superintendent may enter into emergency contracts under Code DJC, regardless of dollar limits, subject to ORS 294.455.

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

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

- **Direct Appointment (Under \$100,000).** Personal service contracts may be entered into directly with a Consultant if the estimated fee to be paid under the contract does not exceed \$100,000.
- **Informal Selection (\$100,000 - \$250,000).** The selection may be based on criteria including, but not limited to, each proposer's:
 - o Particular capability to perform the services required;
 - o Experienced staff available to perform the services required, including each proposer's recent, current and projected workloads;
 - o Performance history;
 - o Approach and philosophy used in providing services;
 - o Fees or costs; and
 - o Geographic proximity to the project or the area where the services are to be performed.
- **Formal Selection (Over \$250,000).** The use of the formal selection procedures described in OAR 137-047-0255 and ORS 279B.060 will be used to obtain a contract if the estimated fee is expected to exceed \$250,000.

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

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

Diversity, Equity and Inclusion in Procurement:

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

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

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

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

- ESD staff will engage in conversations where feasible with certified MWESB firms, local MWESB Organizations, disabled veteran organizations and individual business community leaders to encourage them to participate in the ESD's procurement bid and proposal processes.
- The ESD shall develop procedures that focus on practices encouraging inclusion of the MWESB community and other underrepresented communities. ESD staff will assist MWESB firms with understanding the ESD's contract selection and procurement processes.
- The ESD will rely on the State of Oregon MWESB certification program to define MWESB and verify certification through the State of Oregon Certification Office for Business Inclusion and Diversity (COBID) database. Utilization of self-defined MWESB companies will also be considered, and those companies will be encouraged to obtain COBID certification, to allow for greater access to procurement opportunities with local government entities exclusively using COBID to identify MWESB contractors.
- The ESD will use appropriate standards to document MWESB purchasing. The Superintendent will establish these standards and may amend them from time to time in accordance with this policy.

END OF POLICY

Legal Reference(s):

- [ORS 244.040](#)
- [ORS Chapters 279A, 279B and 279C](#)
- [ORS 294.311](#)
- [ORS 328.441 to -328.470](#)
- [ORS 334.125](#)
- [ORS 670.600](#)

- [OAR 459-010-0030](#)
- [OAR 125-055-0040](#)

Cross Reference(s):

- [BBA - Board Powers and Duties](#)
- [BBFA - Board Member Ethics and Conflicts of Interest](#)
- [DJC - Bidding Requirements](#)
- [DJG - Vendor Relations](#)
- [EH - Data Management](#)
- [FEF/FEFB - Construction Contracts - Bidding and Awards](#)



Northwest Regional Education Service District

September 12, 2023

TO: Board of Directors

FR: Debbie Simons, Chief Human Resources Officer

RE: Approval of Annual Insurance Coverage Limits

EXPLANATION:

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

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

PRESENTER(S):	Debbie Simons, Chief Human Resources Officer Geoff Sinclair, Vice President, Public Sector Practice
SUPPLEMENTARY MATERIALS:	Summary of Insurance Coverage Documents
RECOMMENDATION:	The Administration recommends approval of the 2023-2024 Coverage Limits as presented.
PROPOSED MOTION:	"I move to approve the 2023-24 Coverage Limits as presented."



NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT

2023 Insurance Proposal

July 1, 2023 - July 1, 2024

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Educators Liability..... 10
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Workers' Compensation 16



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

Premium Summary

Line of Business	Expiring Premium (Inception)	Renewal Premium
Carrier	Property & Casualty for Education (PACE)	Property & Casualty for Education (PACE)
Admitted/AM Best	Admitted/Not Rated	Admitted/Not Rated
Property/Equipment including Flood & Earthquake	\$ 43,578.00	\$ 59,119.00
Boiler/Mechanical Breakdown	\$ 1,780.00	\$ 2,282.00
Crime	\$ 5,581.00	\$ 6,140.00
Educators Liability	\$ 178,496.00	\$ 208,989.00
Auto	\$ 4,819.00	\$ 3,223.00
Employment Practices Tool Kit Credit	(\$ 9,054.00)	(\$.00)
TOTAL PACKAGE PREMIUM	\$ 225,200.00	\$ 279,753.00
Agency Service Fee	\$ 14,500.00	\$ 14,935.00
Admitted/AM Best	Non-Admitted/AMBest Rated A++ XV	Non-Admitted/AMBest Rated A++ XV
Excess Cyber Liability	\$ 70,000.00	\$ 76,139.00
Surplus Lines Taxes & Fees	\$ 2,330.99	\$ 2,472.18
TOTAL	\$ 72,330.99	\$ 78,611.18
Carrier	SAIF Corporation	SAIF Corporation
Admitted/AM Best	Admitted/Not Rated	Admitted/Not Rated
Workers Compensation	\$ 122,638.87.00	\$ 102,550.62
Grand Total	\$ 434,669.86	\$ 475,849.80

Please note PACE Premium Rate Comparison reflects annualized 2022-2023 premiums.



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

PACE Premium Rate Comparison Report



2022/ 2023 to 2023/ 2024 Premium and Rate Comparison

Northwest Regional E.S.D.

Coverage	2022/ 2023 Policy Year			2023/ 2024 Policy Year			2022/ 2023 to 2023/ 2024 Changes		
	Premium	Exposure	Rate	Premium	Exposure	Rate	Premium Change	% Premium Change	% Rate Change
Property	\$45,358	\$31,357,372	\$14.46	\$61,401	\$40,200,239	\$15.27	\$16,043	35.37%	5.59%
Liability	\$169,442	\$52,092,668	\$325.27	\$208,989	\$54,578,555	\$382.91	\$39,547	23.34%	17.72%
Automobile	\$4,259	10	\$425.90	\$3,223	5	\$644.60	-\$1,036	-24.32%	51.35%
Crime	\$5,581			\$6,140			\$559	10.02%	
Totals	\$224,640			\$279,753			\$55,113	24.53%	

Liability Exposure = ADA for School Districts, Public Resources for Community Colleges and General Services Grant for Education Service Districts

Property Exposure = Total Insured Value (TIV)

Automobile Exposure = Automobile Count



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

Property

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

Subjects of Insurance

Subject of Insurance	Limit	Valuation	Cause of Loss	Deductible
Total Limit of Liability	\$40,200,239			
Total Building	Per Schedule in Appendix	Replacement Cost	Special form	\$1,000
Total Business Personal Property	Per Schedule in Appendix	Replacement Cost	Special form	\$1,000
Total Mobile Equipment	Per Schedule in Appendix	Actual Cash Value	Special form	\$1,000
Earthquake	\$10,000,000	Replacement Cost	Earthquake	See Below
Flood	\$10,000,000	Replacement Cost	Flood	See Below

Client ultimately chooses limits insured.

Causes of Loss:

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

Earth Movement Deductible:

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

See Policy Declarations for detail.

Flood Deductible:

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

See Policy Declarations for detail



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Additional Coverages:

Coverage	Limit
Sublimits for Covered Property	
<i>Section VIII – Covered Property in PACE Property Coverage Document</i>	
Personal Property Away from Scheduled Premises	\$100,000
Personal Property of Others within your Care, Custody and Control, Other than Mobile Equipment	\$500,000
Property of Students/Employees/Volunteers (Subject to a \$5,000 maximum per person)	\$250,000
Mobile Equipment of Others within your Care, Custody and Control	\$50,000
Unscheduled Fine Arts (Fine Art may be specifically scheduled for higher limits)	\$10,000
Additional Coverages	
<i>Section X – Additional Coverages in the PACE Property Coverage Document</i>	
Debris Removal (Lesser of Sublimit or 25% of loss)	\$5,000,000
Pollutant Cleanup & Removal From Land or Water (Lesser of Sublimit or 20% of the scheduled location value)	\$100,000
Fungus as a Result of a “Covered Cause of Loss” (Lesser of Sublimit or 10% of the covered portion of the loss)	\$10,000
Preservation of Undamaged Covered Property (Lesser of Sublimit or 10% of the covered portion of loss)	\$10,000
Professional Services (Lesser of Sublimit or 10% of the covered portion of loss)	\$250,000
Fire Department Service Charge	\$25,000
Recharge of Fire Extinguishing Equipment	\$10,000
Arson Reward	\$10,000
Increased Cost of Construction – Enforcement of Ordinance or Law (Lesser of Sublimit or 25% of loss)	\$5,000,000
Increased Cost of Construction - Unforeseen Delay (Lesser of Sublimit or 25% of loss)	\$500,000
Expense for Restoration or Modification of Landscaping, Roadways, Paved Surfaces and Underground Utilities (Lesser of Sublimit or 25% of loss)	\$500,000
Additional Coverages – Business Income and Extra Expense	
<i>Section XI – Additional Coverages – Business Income and Extra Expense in PACE Property Coverage Document</i>	
Business Income	\$5,000,000
Extra Expense	\$5,000,000
Enforcement of Order by Government Agency/Authority	\$25,000
Business Income from Dependent Property	\$25,000
Interruption of Utility Services	\$25,000
Inability to Discharge Outgoing Sewage	\$25,000



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Coverage	Limit
Coverage Extensions	
<i>Section XII – Coverage Extensions in the PACE Property Coverage Document</i>	
Property in the Course of Construction (If not in compliance with all of the notification requirements set forth in Section XII.A. within 90 days, the most the Trust will pay for property in the Course of Construction is \$500,000. If after 90 days, you have not complied with all the notification requirements set forth in Section XII.A, then no coverage will be provided for property in the Course of Construction).	\$5,000,000
Newly Acquired or Constructed Property (No coverage will be provided unless you notify the Trust in writing no later than 90 days after the dates specified in section XII.A.)	\$500,000
Unscheduled Outdoor Property	\$250,000
Malicious Mischief or Vandalism to Tracks and Artificial Turf Fields	\$250,000
Property in Transit	\$500,000
Accounts Receivable	\$500,000
Property Damaged by Overflow of Sewers/Drains	\$50,000
Covered Leasehold Interest	\$100,000
Valuable Papers and Records (Lesser of cost research, replace, or restore the lost information, Actual Cash Value in the blank state of paper, tape or other media if records are not actually researched, restored or replaced or amount of sublimit)	\$500,000
Property Damaged by Computer Virus	\$25,000
Miscellaneous Property damaged by Specified Cause of Loss/Theft (Lesser of Sublimit Appraised Value, Fair Market Value)	\$250,000

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

PACE Property Coverage Document



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Equipment Breakdown

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

Limits	
Equipment/Mechanical Breakdown	\$40,200,239
Valuation – Property Damage	Replacement Cost or “Covered Equipment” 25 years old or older will be valued at Actual Cash Value
Valuation – Combine Business Income & Extra Expense	Actual Loss Sustained

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

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

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

Insurer: Continental Casualty Company (CNA)



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Crime

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

Coverages

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

Client ultimately chooses limits insured.

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

National Union Fire Insurance Company of Pittsburgh Crime Document

Additional Coverage Modifications

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



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Educators Liability

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

Coverage Type	Coverage Basis
Public Entity Liability	Occurrence

Limits of Liability

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

Higher limits may be available.

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

PACE Educators Liability Coverage Document

PACE School Violent Acts Coverage Document

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

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

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

Excess Insurers: Hallmark Specialty Insurance Company, Group Ark Insurance/Arcadian Risk Capitol Ltd.

Premium is not Subject to Audit.



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Crime & General Liability Classifications

Classification	Exposure
Armed-DPSST Certified City or County Department-District has Liability	0
Armed-DPSST Certified City or County Department-No District Liability	0
Armed-DPSST Certified NON City or County Department	0
Armed-NON DPSST Certified Personnel	0
Day Care Centers	0
Number of Drones Owned	0
Number of Board Members	9
Number of Employees	768
Number of Volunteers	55
Nurses	8
Swimming Pools	0
Total Certified Staff	307
Total Workers Compensation Payroll	32,000,000



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Business Auto

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

Coverage

Coverage	Limit	Deductible	Symbol
Auto Liability Coverage	\$500,000	\$1,000	1
Non Owned & Hired Auto	\$500,000	\$1,000	8,9
Excess Auto Liability Coverage	\$14,500,000	\$1,000	1
Personal Injury Protection (PIP) Applies to Private Passenger Vehicles	Statutory	\$1,000	5
Uninsured/Underinsured Motorist Bodily Injury	500,000	\$1,000	2
Comprehensive	Per Schedule in Appendix		7
Collision	Per Schedule in Appendix		7
Hired Auto Physical Damage - Comprehensive	\$75,000	\$100	8
Hired Auto Physical Damage - Collision	\$75,000	\$500	8

Higher limits may be available.

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

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

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

Vehicle Ownership

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



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



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Cyber Liability

Policy covers financial losses that result from data breaches and other cyber events. First-party coverages pay expenses your firm directly incurs as result of the breach. Third-party coverages apply to claims against your firm by people or companies that have injured as a result of your actions or failure to act. Subject to policy provisions, conditions, terms definitions, and exclusions.

Coverage Basis	Continuity Date	Retro Date
Claims Made		Full Prior Acts

Limits of Liability

	<u>Third Party Liability Insuring Agreements</u> (Each Claim / Aggregate)
\$2,000,000	Multimedia Liability Coverage
\$2,000,000	Security and Privacy Liability Coverage
\$2,000,000	Privacy Regulatory Defense and Penalties Coverage
\$2,000,000	PCI DSS Liability Coverage
\$250,000	Bodily Injury Liability Coverage
\$50,000	Property Damage Liability Coverage
\$50,000	TCPA Defense Coverage
	<u>First Party Insuring Agreements</u> (Each Event / Aggregate)
\$2,000,000	Breach Event Costs Coverage
\$25,000	Post Breach Remediation Costs Coverage
\$1,000,000	BrandGuard™ Coverage
\$2,000,000	System Failure Coverage
\$1,000,000	Dependent System Failure Coverage
\$2,000,000	Cyber Extortion Coverage
\$100,000	Cyber Crime Aggregate Limit (A., B., & C. combined)
\$100,000	A. Financial Fraud Sublimit
\$100,000	B. Telecommunications and Utilities Fraud Sublimit
	C. Phishing Fraud Sublimits
\$100,000	1. Your Phishing Fraud Loss Sublimit
\$100,000	2. Client Phishing Fraud Loss Sublimit
\$100,000	3. Phishing Fraud Aggregate Sublimit (C.1. & C. 2 combined)
\$2,000,000	Bricking Loss Coverage
\$50,000	Property Damage Loss Coverage
\$50,000	Reward Expenses Coverage
\$25,000	Court Attendance Costs Coverage

Deductible

\$50,000	Each Claim
2 Weeks	BrandGuard - Waiting Period
6 Months	BrandGuard - Period of Indemnity
8 Hours	System Failure Non-Physical Business Interruption - Waiting Period
12 Months	System Failure Non-Physical Business Interruption - Period of Restoration
10 Hours	Dependent System Failure Non-Physical Business Interruption - Waiting Period
6 Months	Dependent System Failure Non-Physical Business Interruption - Period of Restoration
\$0	Court Attendance Costs



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

KNOWLEDGE DATE: 8/15/2022

- Third Party Liability Insuring Agreements - Claims Made and Reported Coverage
- First Party Insuring Agreements - Event Discovered and Reported Coverage

FORM: NetGuard Policy NGP 1000 (4.2020)

ENDORSEMENTS:

NGP1082-52020 Amendment of Other Insurance Provisions: Excess Insurance - **NEW**

NGP1077-42020 Biometric Claims Sublimit - **NEW**

A. Biometric Claims Sublimit: \$100,000 Each Biometric Claim /\$100,000 Aggregate

B. Biometric Claims Deductible: To match option selected.

C. None; Full Unknown Prior Acts.

NGP1067-22022 ECC-HULL Cyber Amendatory

- Subsidiary acquisition threshold: 30%

NGP1078-52020 Nuclear Incident Exclusion

NGP1076-42020 Policyholder Disclosure Notice of Terrorism Insurance Coverage

NGP1075-42020 Service of Suit

NGP1081-52020 TechPro Coverage Sublimit

1. TechPro Sublimits per Coverage:

Technology Services Liability: \$2,000,000 Limit

Professional Services Liability NIL

2. TechPro Aggregate Sublimit: \$2,000,000

3. TechPro Deductibles:

Technology Services Liability: \$50,000

Professional Services Liability NIL

4. TechPro Retroactive Dates:

Technology Services Liability: 8/15/2022

Professional Services Liability NIL



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Workers' Compensation

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

A. Workers Compensation Insurance:

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

State
OR

B. Employer's Liability Insurance:

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

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

Higher limits may be available.

C. Other States Insurance:

Part Three of the policy applies to the states, if any listed below:

State	Include/Exclude

Does not apply to ND, OH, WA, and WY (Monopolistic States).



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Workers' Compensation Premium Exhibit

Code	Classification	Payroll	2022 Renewal Term		2023 Renewal Term	
			Rate	Premium	Rate	Premium
7380	Chauffer's and Helpers NOC	24,483	4.12	1,009	4.29	1,050
8868	School Professional Employee & Clerical	48,397,487	0.35	169,391	0.36	174,231
9101	School - All Other Employees	0	2.69	-	2.82	-
9349	School - Cafeteria/Kitchen Employees	0	2.41	-	2.48	-
8868V	Volunteer Teacher Aids	0	0.35	-	0.36	-
	Total Payroll	\$48,421,970				
	Manual Contribution			170,400		175,281
	Increased Limits Premium (Part II)		1.004	682	1.004	701
	Subject Premium			171,082		175,982
	Experience Modification			0.78		0.60
	Modified Contribution			133,444		105,589
	Annual Prepay Discount (3.5%)			(4,671)		(3,168)
	Standard Premium			128,773		102,422
	Premium Discount			(21,004)		(16,262)
	Terrorism Premium		0.01%	2,421	0.01%	2,421
	Catastrophe Premium		0.01%	4,842	0.01%	4,842
	Total Premium			115,032		93,423
	DCBS Assessment (Excludes Part Two & Federal Premium)		9.8%	11,273	9.8%	9,126
	Total Premium & Assessments:			126,305		102,550



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Workers' Compensation History

POLICY PERIOD HISTORY (DATA AS OF 06/14/2023)

Pol Yr	Mod	Payroll	Clm Freq	Std Prem	Tier
2022	.78	47,010,949	.06	125,001	H
2021	1.56	40,473,157	.04	215,321	H
2020	1.74	35,412,822	.01	222,677	H
2019	1.81	34,336,641	.06	266,779	H
2018	1.25	33,843,316	.10	206,280	H

POLICY PERFORMANCE HISTORY (DATA AS OF 06/14/2023)

Pol Yr	Prorated Premium	Paid Losses	Incurred Losses	Paid/Std	Inc/Std	Clm Count	Exp Clm Count	Paid TL	Paid Med	ND Reimb	TL Count	Exp TL Count	TL Day
2022	119,126	66,315	89,548	55%	75%	25	17.04	19,923	45,726	0	5	3.59	124
2021	215,321	15,733	43,679	7%	20%	16	17.82	1,301	14,433	(11,490)	1	3.65	7
2020	222,677	4,994	4,994	2%	2%	4	14.89	0	4,994	(3,975)	0	3.19	0
2019	266,779	30,812	30,812	12%	12%	19	14.78	538	30,274	(2,200)	3	3.09	3
2018	206,280	49,037	49,037	24%	24%	33	15.92	11,613	37,425	(12,150)	5	3.39	182



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Policy Dividend History

Policy Name: Northwest Regional Esd
Policy: 749851



Declaration day	Policy period	Standard premium	Loss ratio	Premium dividend factor	Loss dividend factor	Total dividend factor	Premium dividend amount	Loss dividend amount	Computed dividend amount
09/14/2022	07/01/2020	\$222,676.99	4.03%	13.44%	0.0%	13.44%	\$29,928	\$0	\$29,928
06/04/2021	07/01/2019	\$266,778.85	11.53%	38.14%	0.0%	38.14%	\$101,749	\$0	\$101,749
09/02/2020	07/01/2018	\$206,280.32	27.47%	17.56%	0.0%	17.56%	\$36,223	\$0	\$36,223
09/04/2019	07/01/2017	\$187,355.16	89.63%	20.29%	0.0%	20.29%	\$38,014	\$0	\$38,014
09/12/2018	07/01/2016	\$197,747.1	44.16%	20.59%	3.27%	23.86%	\$40,716	\$6,466	\$47,182
09/13/2017	07/01/2015	\$183,349.54	37.35%	21.38%	5.04%	26.42%	\$39,200	\$9,241	\$48,441
09/14/2016	07/01/2014	\$181,849.63	34.65%	21.99%	2.98%	24.97%	\$39,989	\$5,419	\$45,408
09/09/2015	07/01/2013	\$185,824.78		22.66%		22.66%	\$42,108		\$42,108
09/10/2014	07/01/2012	\$167,288.55		34.69%		34.69%	\$58,032		\$58,032
09/18/2013	07/01/2011	\$128,613.92		29.64%		29.64%	\$38,121		\$38,121
09/12/2012	07/01/2010	\$143,217.96		37.42%		37.42%	\$53,592		\$53,592
Totals							\$517,672	\$21,126	\$538,798



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 Brown & Brown

BOARD REPORT | INSTRUCTIONAL SERVICES

Instructional Services Department Inservice

This Inservice week, the Instructional Services Team (IST) engaged in two back to back department inservice days centered on aligning the department's varied and expanding teams in a collective vision and mission of the department. The retreat focused on team building and getting acquainted with new Executive Director John Peplinski as well as:

- Connection Before Content
- Collective Mission & Strategic Plan Alignment
- Goals for streamlined communication and service models
- Action Planning & Department Design Teams



As a department, IST is excited to continue in its ongoing continuous improvement work to further align and support districts in their new Integrated Guidance plans as well as advancing key regional priorities in areas such as Dual Credit & CTE, On Track & Graduation Rates, and Early Literacy.

Migrant Education Program Summer Academies

This summer our Migrant Education Program (MEP) hosted Summer Academies in both Tillamook and Astoria. In addition, as part of ODE's Binational Teacher Exchange Program (BTEP), our program hosted two binational teachers from the States of Tamaulipas and Guanajuato in Mexico. They contributed to culturally relevant curriculum and shared traditions from Mexico. Through this collaboration students were able to enjoy offerings such as a "Cultura Mexicana" class with a Hispanic heritage focus.

This summer also included our first Afterschool Enrichment Program in Astoria, where students were able to attend a variety of classes with focuses like:

- Fitness - Mexican Folkloric dance
- Decisiones de dinero - Math (*Money Decision Making*)
- STEAM
- Hispanic Heritage
- Arts and Crafts



On Fridays students had the opportunity to go on field trips to places such as Haystack Rock, Blackberry Bog Farm, Starbase Camp Rilea and Camp Kiwanilong. Middle and High School summer opportunities were also provided through collaboration with local partner agencies

September 2023

Administrative Report

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

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

Inservice

This year, the Office of Equity and Family Partnerships contributed to the 2023-2024 All Staff Inservice in a few key ways. Sharif Liwaru, Director of Equity and Family Partnerships, delivered the General Session speech titled *Feeding Two Birds With One Hand- Leaning into Equity* which emphasized the importance of community, connection, and collective action as well as the significance of unity, cultural values, and the power of language in building a supportive and inclusive environment. He encouraged reflection on personal own experiences and values, emphasizing the need for collective efforts in achieving common goals and fostering equity and well-being. The team also shared two tools that were provided to all staff; the Liberatory Design Cards and Antiracism Journal. Following the General Session EFP facilitated the following Workshop Sessions:

Liberatory Design 101

This session was an overview of the foundational components of Liberatory Design. The workshop provided participants with definitions, shared language, and practice reflecting on Liberatory Design's *mindsets and modes* and how they can be used in their work contexts. Most participants in attendance had limited prior knowledge of Liberatory Design. An adapted version of this workshop will be offered again in February 2024.

Story Circles: Using Story Circles to actualize Liberatory Design

The Story Circles workshop was designed for staff looking to empathize, build trust, focus on human values, seek liberatory collaboration, and co-create with students, families, and communities. Participants were able to learn more about how to facilitate Story Circles as an authentic community engagement strategy. Story Circles have been used by component districts during Integrated Guidance as well as some of our Equity Learning Teams looking to hear family voices in order to work towards co-designing solutions to systemic barriers. Further Story Circle training is scheduled for October.

Using the Anti Racist Multicultural Continuum to Reflect on Your Own Equity Work and the Work of Your Program

The Anti Racist Multicultural Continuum helps us identify the practical steps we need to take in order to live up to our aspirations as an antiracist multicultural organization. This session offered participants to learn more about the continuum, engage in their own reflections of where they fall on the continuum and to consider next steps in their antiracist journey.

Submitted by:

Katie Jones, Equity Coach, [Equity and Family Partnerships](#) on behalf of the team.



Northwest Regional Education Service District

TECHNOLOGY BOARD REPORT

Prepared by Stuart Long

Technology's Summer in Three Acts

The summer began for Technology with the frenetic close out of the 2023 Legislative session. We saw two major initiatives that NWRESD Technology had directly supported both pass the session, HB2049 & HB3201 (now both law) that, respectively, saw the expansion of the Oregon Cybersecurity Center of Excellence to Portland State University and the expansion of the Oregon Broadband Office with the authority to handle the incoming federal infrastructure funds to fund broadband investment across the state. We're excited for the opportunities that will come with state investing capacity into these two badly needed and technology heavy initiatives.

In July the Technology Services department added a new member to its leadership team. Diana Kleintob, joined us as the Technology Services Supervisor. She is filling the gap left by the departure of Corin Ahlberg to Woodburn a year prior. Diana comes to us from Portland Public Schools where she was lead of the school site support team across PPS's 90+ school sites. She immediately jumped in here assuming leadership of the support team that handles all direct support needs across the Cascade Technology Alliance (CTA) at both NWRESD and MESD and in our districts that contract with us tech support. With Diana's arrival, Aaron Sackett will transition out of managing the support team and will assume leadership duties with the server infrastructure team. I am so pleased to have Diana join our team and she is already making a huge impact at NWRESD and across CTA.

Finally the bulk of the summer was spent supporting many of the operational needs of our ESD and the many districts we support both here and across CTA. This includes a huge lift by staff to help Tillamook CCR&R and the Clatsop Service Center relocations. Rolling out a brand new helpdesk package in July and a new event management software package in August. Turning over and reassigning laptops for incoming staff. Converting a new district to use Synergy. Finalizing our push to deploy Macs as a laptop option at NWRESD and deploying over 30 new copiers across all of NWRESD's sites. This is in addition to countless daily questions for support across the entire team at CTA. It's been a busy summer and we are ready to go for the start of the new school year!



Northwest
Regional
Education
Service
District

Special Student Services Monthly Board Report

Cathy Jensen, Executive Director, K-12 Special Education

September 2023



Pictured above: Students play during the Care and Connection day at the CasPac Academy.

Social-Emotional Learning Schools Care and Connection Day

On Monday, August 28, 2023, NWRESD's SEL School Programs opened their doors for a day of connections and great fun. Over 60% of our families attended our Care and Connection event, which allowed students and their families to meet their teachers and prepare for the school year through fun activities. Levi Anderson Learning Center, for example, planned a mini carnival with popcorn, snow cones and prizes. Families were also able to access information about community support resources. Students visited the classrooms, discussed schedules and got to know their teachers. It was a great evening connecting with our students and families and welcoming them back for the 23-24 school year.



Pictured above: Students pose during the Care and Connection day at the CasPac Academy.



Pictured above: Musicians perform during the Care and Connection day at the CasPac Academy.



Pictured above: A student draws during the Care and Connection day at the CasPac Academy.



Pictured above: Levi Anderson Learning Center's thriving garden.



Summer Highlights

Levi Anderson Summer Activities

We had another successful summer credit recovery program for our students at Levi Anderson school. Many of our students come to the Levi Anderson credit deficit, and our number one goal is to prepare all student learners to be on track to graduate. Students completed language arts credits while also earning elective credits through cooking and gardening programs. The program garden - "Fort Vegetable" - thrived through the care of students and, at our Care and Connection event, many families went home with produce that their students grew over the summer.



Extended School Year (ESY)

Many students who are eligible for special education services qualify for extended school year services in order to help them maintain skills through the summer. Several NWRESD service providers supported districts in this work through 1:1 braille instruction, language therapy, and evaluation services.

ASD Consultant Mandy Major, taught ESY for the Banks School District. Her program included frequent community based education for the older students, including a tour of the local Banks fire station. Other successes included developing communication and schedule systems for students who were able to master their use by the end of the program.





**Prepared by Stacy Rager, Executive Director of Early Learning
September 2023**

In spite of the very bleak budget situation in the EI/ECSE Department, the good work we have been doing continues!

On July 7 we welcomed new staff for the first of three days of new staff onboarding, specifically for staff in the Early Learning Department. The instructional coaches in the department did an amazing job of preparing new staff for the school year, which for us started on July 10, and provided important information to ensure a successful start for each of our new team members. As a department, we are committed to retaining staff and believe that those relationships need to start from the very first day of work.

This school year, the focus of the EI/ECSE program is continuing our work rolling out Multi-Tiered Systems of Support (MTSS) throughout the program. To that end, all licensed staff received an overview training on MTSS in July, and fall goal setting will focus on learning how to write high-leverage goals. Our Year 1 MTSS Cohort participants will continue the practices that they started last year, and our Year 2 Cohort, in collaboration with various school districts and private preschool providers, will learn how to use MTSS strategies for intervention planning for children receiving special education services in inclusive settings. The Child Care Resource and Referral (CCR&R) coaches participated in the training as well, so that they are able to help support community partners who have agreed to engage in this work.

On August 23 we welcomed all of the staff in the Early Learning Department back to school at an IN PERSON inservice event at Century High School in Hillsboro. Despite a number of unforeseen logistical challenges, the event went very smoothly and the overall feedback was positive. Upon reflection, we determined that the EI/ECSE Department had not had a department-wide in-person event since October of 2018, and we had never met as a full Early Learning Department that included CCR&R and our Hub staff, so it was truly a reason to celebrate! The theme of the day was "Better Together" in honor of the inclusive preschool classes that the EI/ECSE program will launch this year, and the day confirmed that we really are better together!

As a department, we continue to work on our 3-year Continuous Improvement Plan (CIP). The spring brought opportunities for staff across all sites and programs in the department to provide input on a draft plan, and the administrator team has been working to refine it in consideration of the feedback provided. The CIP will steer the work of the department in the years to come, and directly supports the goals of the strategic plan. The administrative team is now putting together our 23-24 Action Plan and honing in on metrics, which we will share with the staff for feedback later this fall.

The Child Care Resource & Referral (CCR&R) department has been growing and is now fully staffed. They are launching new peer learning opportunities this fall which will focus on building training and workgroup sessions with individualized monthly coaching for any child care provider who is interested in participating in this 6-12 month program. The team will also be launching a number of learning cohorts in the categories of Business, Child Development, Community College attenders, and New Providers. Each cohort has a specific focus and has a monthly check-in and support from a CCR&R Quality Improvement Specialist to provide ongoing support and coaching. We will also become (with board approval) the backbone organization for the Clatsop County Child Care Advisory group, similar to how they EL Hub works with it's governance board. The Advisory Board just launched it's second year of grant funding, which will focus on the expansion of infant and toddler child care and scholarship supports for low-to-middle-income families seeking quality care for their children. The first round of grants expanded access to child care by 16% in the county, so we are excited to see the impacts of the second year of grants on the Clatsop County community.

The Early Learning Hub Coordinated Enrollment team has been working with providers to get all of the Preschool Promise slots filled for the 23-24 SY, and has been working diligently to get all of the available slots filled with eligible children. Additionally, the search for the Hub Coordinator is nearly complete. After a first round of interviews, we narrowed our candidate pool down to three and will do a second round of in-person interviews on September 29. We are excited to fill this vacancy and look forward to having someone in this leadership position again soon.



ACTION ITEMS



Northwest Regional Education Service District

September 12, 2023

TO: Board of Directors

FR: Sharif Liwaru, Director of Equity and Family Partnerships

RE: Resolution 23-014: National Hispanic Heritage Month

EXPLANATION:

At this September meeting, in anticipation of National Hispanic Heritage Month 2023, board members will have the opportunity to approve Resolution 23-014 and declare September 15 to October 15, 2023 as "National Hispanic Heritage Month" for Northwest Regional Education Service District.

PRESENTER(S):

Sharif Liwaru, Director of Equity and Family Partnerships

SUPPLEMENTARY MATERIALS:

[Resolution 23-014](#) National Hispanic Heritage Month

RECOMMENDATION:

Approve Resolution 23-014 National Hispanic Heritage Month as presented.

PROPOSED MOTION:

"I move that the NWRESD approve Resolution 23-014 as presented."



Northwest Regional Education Service District

RESOLUTION NO. 23-014

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT IN CLATSOP, COLUMBIA, TILLAMOOK, AND WASHINGTON COUNTIES, OREGON PROCLAIMING SEPTEMBER 15 THROUGH OCTOBER 15, 2023 AS "NATIONAL HISPANIC HERITAGE MONTH".

Driving prosperity, power, and progress in America, Latino, Latinx, or Hispanic Americans have contributed greatly to our nation in all areas including science, art, music, education, sports, and public service; and have bravely served their country in large numbers in times of peace, war, and in every way in our nation's history for generations; and

In 1968 Congress authorized President Lyndon B. Johnson to proclaim National Hispanic American Heritage Week and this observance was expanded in 1988 by President Ronald Reagan to a month-long celebration; and

National Hispanic Heritage Month, also widely referred to as Latina/o/x Heritage Month in recognition of the intersecting gender and ethnic identities of Latin American descendants, is observed from September 15 through October 15. September 15 is significant because it is Independence Day for the Latin American countries Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua, while Mexico celebrates independence on September 16 and Chile on September 18. Indigenous People's Day and Día de la Raza are celebrated by many Spanish speaking countries during this time as well; and

National Hispanic Heritage Month is a celebration and commemoration of Latin-American history and culture honoring how Hispanic culture has enriched American society. Not all whose heritage hails from Central or Latin America speak Spanish as a first or even second language. Portuguese is spoken in Brazil, and French is the official language in some Caribbean nations. Many indigenous languages are spoken in these regions as well; and

Hispanic cultural heritage in the Pacific Northwest dates to 1774, when Spanish and Mexican explorers began a long period of discovery and cartography along the coast; and

According to 2020 U.S. Census data, 13.9% of Oregon's residents identify their ethnicity as Hispanic or Latinx with over 117,500 living in Clatsop, Columbia, Tillamook, and Washington counties; and

Accomplishments made by Hispanic, Latino, or Latinx, Americans serve as an inspiration to all who seek freedom, opportunity, and a new beginning for themselves and their children; and

During this month, Americans celebrate the traditions, ancestry and unique experiences of Americans whose ancestors came from Spain, Mexico, the Caribbean and Central and South America; and

Hispanic, Latino, or Latinx, individuals play an integral role in American society, and it is vitally important that we honor and celebrate their contributions to our country, our state, our cities, and our schools and encourage community-based support, civic engagement, and advocacy by and for Hispanic and Latinx people in pursuit of fair representation and equal economic and educational opportunity.

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

1. The Board recognizes September 15 to October 15, 2023 as "National Hispanic Heritage Month" for Northwest Regional Education Service District.
2. During that time, you are encouraged to come together to recognize, commemorate, and celebrate the cultural, professional, educational, and civic contributions of the Hispanic men and women, past and present, who have worked tirelessly to overcome obstacles of language, culture, and tradition to positively impact American society and become an integral part of our local communities.
3. Our students, staff, and community are also encouraged to study Hispanic culture and history, recognize Hispanic contributions in their communities, and strive for appreciation and inclusion year-round in order to celebrate our past and brighten our future as an Education Service District.

This Resolution is effective immediately upon adoption this 12th day of September, 2023.

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

By: _____
Board of Directors Chair

ATTEST:

By: _____
Superintendent



Northwest Regional Education Service District

Sources:

- National Endowment for the Humanities: <https://www.hispanicheritagemonth.gov/>
- Hispanic & Latinx Culture (Oregon):
<https://www.travelportland.com/culture/hispanic-latinx-culture/>

Note:

Ethnicity is defined by the Office of Management and Budget as either “Hispanic or Latino” or “Not Hispanic or Latino.” The Office of Management and Budget defines “Hispanic or Latino” as a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race. People who identify as Hispanic, Latino, or Spanish may be of any race.

Learn More:

- Watch [Why Do We Say Latino?](#) on PBS and learn about the history of Latino, Hispanic and Latinx terms.
- Watch [10 Great TED Talks by Hispanic and Latinx Speakers for Hispanic Heritage Month](#). Talks range from ideas of identity and personal growth to politics and immigration.
- In [Celebrating Diversity: Meet Mexico’s Third Gender](#), learn about [muxes](#), Mexican Indigenous individuals in the Oaxaca region identifying as a third gender.
- There are more than [50 National Park Services sites](#) that have Hispanic connections celebrating more than 500 years of Hispanic heritage.
- The University of Oregon has an [Oregon Latino Heritage digital collection](#).

Activities:

- Centro Cultural's El Grito Presented by the City of Hillsboro will be held September 16th from 2 pm to 7 pm at Shute Park. This family-friendly event will feature mariachi, and ballet folklorico performances, Latin American gastronomy & food, artisanal vendors, a car show, community resources, and much more. <https://www.centrocultural.org/events>
- El Grito Fiestas Patrias, September 15-16, celebrates the independence of Mexico and other Latin American countries from Spain. As the Mexican President presents the nation’s traditional El Grito in Mexico City, so too will Portland commemorate Mexico’s independence at the Moda Center/Rose Quarter Commons.
- The Portland Latin American Film Festival runs from Sept. 27–Nov. 30, 2023 featuring feature films, documentaries, and short films from Argentina, Bolivia, Colombia, Dominican Republic, France, Germany, Mexico, Panama, Uruguay and the USA at the Hollywood Theater. <https://www.travelportland.com/event/31319524567982/>
- Check your local library for information about Hispanic Heritage Month events going on in your community. <https://data.oregon.gov/dataset/Oregon-Library-Directory/6x9d-idz4>



Northwest Regional Education Service District

September 12, 2023

TO: Board of Directors
FR: Jordan Ely, CFO
RE: September 2023 Financial Report

EXPLANATION: Introduction - This report provides an overview of the fiscal health of NW Regional Educational Service District (ESD) for the period ending August 31, 2023. The purpose of the report is to provide the board with a summary and an analysis of the district's financial activities by fund classification, highlighting key trends, revenues, expenditures, and fund balances. While projections are also included, the reliability of data this early in the fiscal year is tenuous, at best.

Expenditure projections improve significantly after October's payroll run and when all employee groups have settled contracts. Revenue projections will see material improvement once all award letters and grant agreements are received. Property taxes collected in November and December also yield reliable baselines for local tax projections. Until all of these variables achieve a level of reliability, projections depend exclusively on analysis of historical regression, which is limited by its inability to control for year-to-year variations.

General Fund - The General Fund is the primary operating fund of NW Regional ESD. It encompasses daily operations, including instructional, administrative, and support services. In the reported fiscal period, the General Fund revenues amounted to \$10,689,955, driven mainly by the State School Fund (SSF) with a little help from local taxes. Expenditures totaled \$2,000,883, primarily allocated to personnel salaries and benefits, along with "other objects," which includes things like insurance payments and dues for professional organizations.

Year-to-date spending on purchased services and supplies are both down from this time last year. This can be caused by changes in need, but is most often explained by invoice timing. The fund began the year with a fund balance of \$5,999,089, providing a solid base to begin the year and ensure the stability of ongoing operations, despite being down nearly \$300,000 from the prior year. There is no immediate cause for concern about general fund health, and- despite increased revenue from the SSF (most of which will be flowed through to districts)- there is also no cause for increased optimism. As of yet, staff are seeing what was expected during the late stages of the prior fiscal year.

All Other Funds - Overview - In prior years, the periodic financials for all funds other than the general fund have been reported in aggregate. The reason for this is to maintain brevity and reduce redundancy. Activities within the other funds are significantly less exposed to staff discretion. The special revenue fund deals only with restricted funds (funds whose activities are restricted by grantors and/or districts). The debt service fund is restricted to paying long-term debts. The capital projects fund mimics the restricted nature of the special revenue fund, but the funds are restricted for use on capital projects. The enterprise fund accounts for business and technology services provided to districts, along with OR Virtual Education services. Finally, the trust & agency fund accounts for resources held on behalf of other parties, which includes component districts, NWRESD Foundation grants, and Sauvie Island Academy.

All Other Funds - Special Revenue Fund - Special Revenue Funds account for restricted revenues designated for specific purposes, such as grants and special programs. Consistent with prior years, there is a lag of revenue, compared with expenditures. This is the result of the reimbursement nature of the majority of grants. Concern is not warranted, as the ESD will be able to claim reimbursement, and the revenue will eventually match the expenditures. However, this does highlight the importance of maintaining a healthy cash position in order to manage delayed or lagging revenues.

The beginning fund balance was \$9,252,101. Year-to-date, expenses have totaled \$9,649,379, while revenues have totaled \$771,571. Again, cash on hand is sufficient to cover the delays in revenue caused by the state's reimbursement process.

All Other Funds - Debt Service Fund - The Debt Service Fund covers principal and interest payments on the district's long-term debts. This fund has not had any activity yet this year.

All Other Funds - Capital Projects Fund - The Capital Projects Fund is used for construction, renovation, and major equipment purchases. Beginning fund balance was \$8,947,611. Year-to-date revenues are \$24, and expenditures are \$46,598. The primary activities in this fund will be related to renovating the Aloclek building acquired at the end of last year.

All Other Funds - Enterprise Fund - Enterprise Funds are used when NW Regional ESD operates revenue-generating services; for example, Cascade Technology Alliance or business management services. The beginning fund balance was \$1,733,892. Revenues-to-date are \$43,445. Expenditures-to-date are \$3,587,002. The majority of these expenses are related to the software we host for districts. The costs for this software and for hosting will be billed to districts. Similar to the special revenue fund, this creates delayed revenue, but the delays are normal and expected, and they do not give rise to concern.

All Other Funds - Trust & Agency Fund - Trust & Agency funds are those held by the ESD on behalf of other parties. The ESD does not control these funds, but instead serves in a custodial capacity. The beginning fund balance of the Trust & Agency fund was \$8,308,287. No revenues were received during the period reported, and expenditures have totaled \$194,287. ASD and EI evaluations make up the majority of expenditures-to-date.

Conclusion - In conclusion, the ESD's financial picture may seem complicated (and in many ways it is), but NW Regional ESD maintains a stable financial position through prudent management of its funds. The General Fund remains robust, allowing for smooth day-to-day operations. Special Revenue funds support various programs, while the Debt Service and Capital Projects funds ensure long-term sustainability and facility development. Enterprise funds also contribute to the district's fiscal stability, while the Trust & Agency funds allow us to provide even levels of needed services to districts without major fiscal fluctuations on their ends.

PRESENTER(S):

Jordan Ely

SUPPLEMENTARY MATERIALS:

[September General Fund](#) and [All Other Funds Reports](#)

RECOMMENDATION:

To approve the financial report as presented.

PROPOSED MOTION:

I move to approve the financial report as presented.

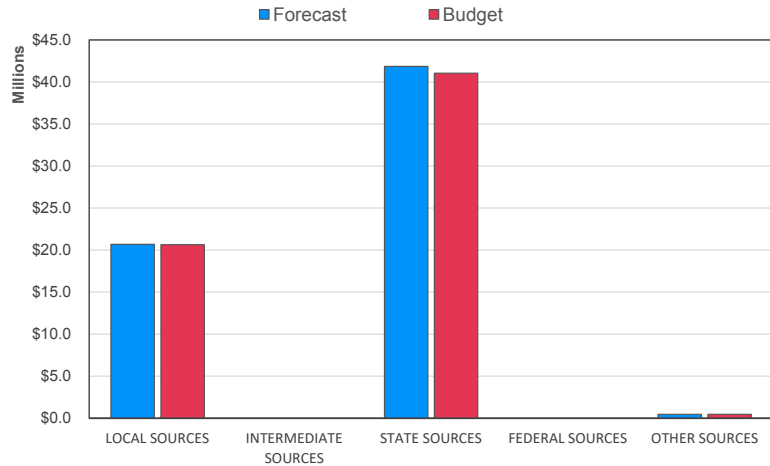
General Fund | Financial Projection

For the Period Ending August 31, 2023

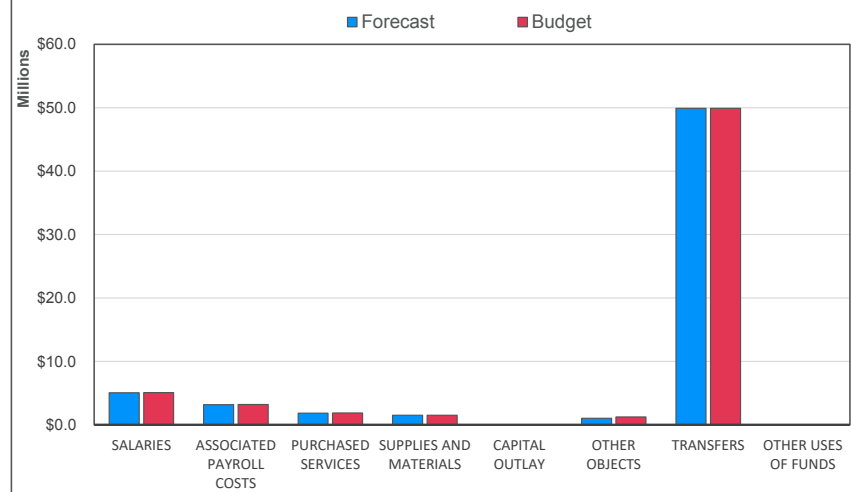
	Prior YTD	Current YTD	Add: Projections	Annual Forecast	Annual Budget	Variance Fav / (Unfav)
Beginning Fund Balance	\$6,291,285	\$5,999,089		\$5,999,089	\$6,929,639	(\$930,550)
REVENUES						
Local Sources	\$116,160	\$225,480	\$20,460,759	\$20,686,239	\$20,648,229	\$38,010
Intermediate Sources	0	0	0	0	0	0
State Sources	9,938,010	10,464,475	31,393,427	41,857,902	41,052,805	805,097
Federal Sources	0	0	0	0	0	0
Other Sources	0	0	475,000	475,000	475,000	0
TOTAL REVENUE	\$10,054,170	\$10,689,955	\$52,329,185	\$63,019,140	\$62,176,034	\$843,106
EXPENDITURES						
Salaries	\$547,838	\$731,310	\$4,316,684	\$5,047,994	\$5,092,953	\$44,959
Associated Payroll Costs	358,288	442,265	2,716,198	3,158,463	3,198,633	40,169
Purchased Services	253,011	215,473	1,631,139	1,846,612	1,847,624	1,012
Supplies and Materials	387,936	290,384	1,220,712	1,511,096	1,511,902	806
Capital Outlay	0	0	18,000	18,000	18,000	0
Other Objects	257,301	321,451	715,958	1,037,409	1,234,208	196,798
Transfers	0	0	49,918,886	49,918,886	49,918,886	0
Other Uses of Funds	0	0	0	0	0	0
Contingencies	0	0	700,000	700,000	700,000	0
Unappropriated Ending Fund Balance	0	0	0	0	5,583,468	0
TOTAL EXPENDITURES	\$1,804,374	\$2,000,883	\$61,237,578	\$63,238,461	\$69,105,673	\$283,744
SURPLUS / (DEFICIT)	\$8,249,796	\$8,689,072		(\$219,320)	(\$6,929,639)	\$196,300
Ending Fund Balance	\$14,541,081	\$14,688,161		\$5,779,769	\$0	

0.586528548

Revenues by Source | Forecast vs. Budget



Expenditures by Object | Forecast vs. Budget

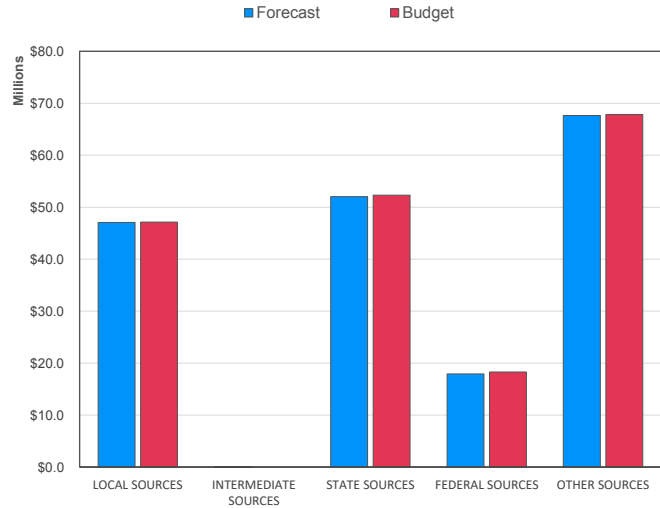


All Other Funds | Financial Projection by Object

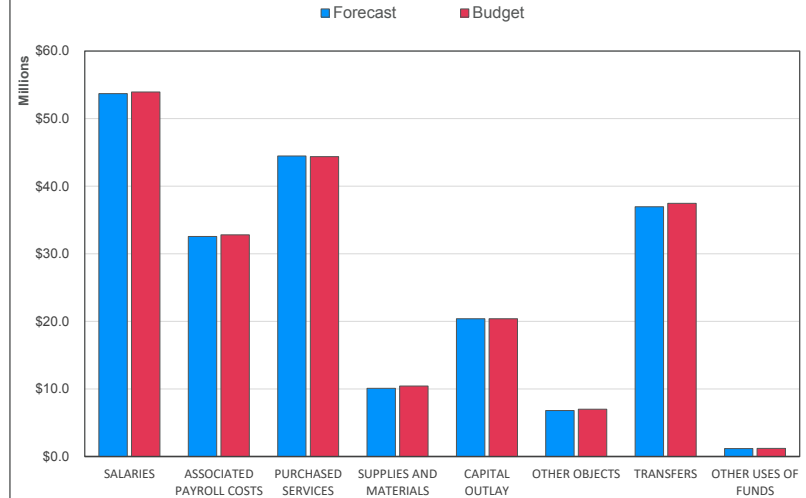
For the Period Ending August 31, 2023

	Prior YTD	Current YTD	Add: Projections	Annual Forecast	Annual Budget	Variance Fav / (Unfav)
Beginning Fund Balance	\$ 29,501,398	\$ 28,241,889	\$ -	\$ 28,241,889	\$ 22,037,870	\$ 6,204,019
REVENUES						
Local Sources	1,246,184	784,464	46,283,326	47,067,790	47,138,282	(70,493)
Intermediate Sources	-	1,400	-	1,400	-	1,400
State Sources	38,439	-	52,038,040	52,038,040	52,304,612	(266,572)
Federal Sources	63,196	-	17,917,252	17,917,252	18,298,422	(381,171)
Other Sources	-	26,000	67,615,761	67,641,761	67,829,002	(187,241)
TOTAL REVENUE	\$ 1,347,819	\$ 811,864	\$ 183,854,378	\$ 184,666,242	\$ 185,570,319	\$ (904,077)
EXPENDITURES						
Salaries	\$ 4,953,017	\$ 5,281,328	\$ 48,415,960	\$ 53,697,288	\$ 53,935,058	\$ 237,770
Associated Payroll Costs	2,669,089	3,126,743	29,445,527	32,572,270	32,796,121	223,851
Purchased Services	1,239,876	1,001,810	43,475,762	44,477,572	44,385,042	(92,530)
Supplies and Materials	294,348	2,476,614	7,620,328	10,096,942	10,428,128	331,186
Capital Outlay	293,779	-	20,390,826	20,390,826	20,392,723	1,897
Other Objects	34,783	20,645	6,792,066	6,812,711	6,994,628	181,917
Transfers	-	-	36,954,127	36,954,127	37,476,103	521,976
Other Uses of Funds	-	-	1,183,719	1,183,719	1,200,386	16,667
Other Expenses	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 9,484,892	\$ 11,907,140	\$ 194,278,316	\$ 206,185,456	\$ 207,608,189	\$ 1,422,733
SURPLUS / (DEFICIT)	\$ (8,137,073)	\$ (11,095,276)	\$ -	\$ (21,519,214)	\$ (22,037,870)	
ENDING FUND BALANCE	\$ 21,364,325	\$ 17,146,613	\$ -	\$ 6,722,675	\$ -	

Revenues by Source | Forecast vs. Budget



Expenditures by Object | Forecast vs. Budget





Northwest Regional Education Service District

September 12, 2023

TO: Board of Directors

FR: Valerie White, Board Secretary

RE: Nomination of OSBA Board and Legislative Policy Committee Members

EXPLANATION:

The Oregon School Boards Association is organized as one general state association with up to 24 regionally elected representatives established across 14 geographic regions to support member participation and representation.

All even-numbered OSBA Board of Director (BOD) positions, positions 3, 7, 11, and 13, and all Legislative Policy Committee (LPC) positions are up for elections.

Nominations are now open for the OSBA 2023 election. Candidates for the OSBA BOD or OSBA LPC must be nominated by official action of a member board within their region.

Please find the OSBA elections calendar, nomination materials & candidate questionnaires attached.

PRESENTER(S):

SUPPLEMENTARY MATERIALS:

RECOMMENDATION:

PROPOSED MOTION:

Valerie White, Board Secretary

[OSBA Elections Calendar, Nomination Forms](#)

N/A

"I move to nominate _____ for the OSBA Board of Directors."

"I move to nominate _____ for the OSBA Legislative Policy Committee."

2023 OSBA Elections Calendar
Adopted by the Board January 20, 2023

Nomination and election of regional members of the OSBA board of directors holding even-numbered positions and <u>all</u> LPC representatives		
August 21, 2023		Notice of position vacancies, candidate information packets, and official nomination forms shall be distributed to all incumbent directors and boards in eligible regions.
August 21, 2023, through September 29, 2023		A school board nominating one or more of its regional board members to the OSBA board of directors and/or LPC must do so by formal resolution of the board and timely submission of the nomination forms to the office of the OSBA. Nominations are closed after this date.
No later than October 13, 2023		Official ballots are distributed to member boards in each region 30 days prior to the date of the election, but no later than October 13.
No earlier than November 1, 2023		Member boards are asked to vote on the candidate(s) of their choice for their region no earlier than November 1, 2023, following the conclusion of all OSBA Fall Regional Meetings.
November 15, 2023, through December 15, 2023		Submission of votes to OSBA. Each member board in the appropriate region shall have one vote in the regional elections for members of the OSBA board of directors and LPC. The person receiving a majority of the votes cast for any position on the OSBA board of directors and LPC shall be elected.
As soon as possible		In cases where there are more than two candidates nominated for any position, and none receives a majority of the votes cast, a second ballot shall be required between the two candidates receiving the highest number of votes. The one receiving a majority of the votes cast shall be declared elected.
January 1, 2024		Newly elected officers and regional members of the OSBA board of directors and LPC officially take office.

OSBA Resolution Election		
No later than September 29, 2023		All resolutions to be submitted to the membership for a vote must be received at the OSBA offices.
No later than October 13, 2023		Resolution details, along with an official ballot, will be sent to the membership.
November 15, 2023, through December 15, 2023		Each member board in the state shall vote in the general election on resolutions, bylaws amendments, and Legislative Policies and Priorities (even-numbered years only) using the weighted voting system outlined in the bylaws.

OSBA Officer Elections		
September 22-24, 2023, or no later than October 31, 2023		The currently seated OSBA board of directors meets to elect officers. Candidates receiving a majority of the votes cast for any officer position on the OSBA board shall be elected.

NOMINATION FORM

OSBA BOARD OF DIRECTORS

REGIONAL MEMBER

Date: _____

TO: Sami Al-Abdrabbuh, OSBA President-Elect
Oregon School Boards Association
1201 Court St NE, #400
Salem, OR 97301
Fax: 503-588-2813
E-mail: OSBAelections@osba.org

**Nominations are due by 5 pm,
September 29, 2023**

Return this form and all candidate information
forms to the OSBA office by email at
OSBAelections@osba.org, or mail to Oregon
School Boards Association, 1201 Court
St. NE, #400, Salem, OR 97301

Dear Sami Al-Abdrabbuh:

With this letter, our board nominates the candidate named below to a position on the OSBA Board of Directors for the
_____ Region, Position # _____.

BOARD CANDIDATE INFORMATION

Name: _____

District/ESD/Community College: _____

Address: _____

City: _____ Oregon ZIP: _____

E-mail: _____ Phone: _____

This nomination was approved by official action of our board of directors at a duly called meeting on

(date)

(Board Chair signature)

Board Chair name: _____

District: _____

Address: _____

City, State, Zip: _____

NOMINATION FORM

OSBA LEGISLATIVE POLICY COMMITTEE (LPC)

REGIONAL MEMBER

Date _____

TO: Sami Al-Abdrabbuh, OSBA President-Elect
Oregon School Boards Association 1201 Court
St NE, #400
Salem, OR 97301
Fax: 503-588-2813
E-mail: OSBAelections@osba.org

**Nominations are due by 5 pm,
September 29, 2023.**

Return this form and all candidate information
forms to the OSBA office by email at
OSBAelections@osba.org, or mail to Oregon
School Boards Association, 1201 Court
St. NE, #400, Salem, OR 97301

Dear Sami Al-Abdrabbuh:

With this letter, our board nominates the candidate named below to a position on the OSBA Legislative Policy Committee for the _____ Region, Position # _____.

LPC CANDIDATE INFORMATION

Name: _____

District/ESD/Community College: _____

Address: _____

City: _____ Oregon ZIP: _____

E-mail: _____ Phone: _____

This nomination was approved by official action of our board of directors at a duly called meeting on

(date)

(Board Chair signature)

Board Chair name: _____

District: _____

Address: _____

City, State, Zip: _____



BOARD COMMENTS



Northwest Regional
Education Service District

END OF PACKET **FIN DEL PAQUETE**

General Session - Sesión general

September 12, 2023 - 18 de septiembre de 2023

4:30 pm

Questions?
Contact vwhite@nwresd.org