



Northwest Regional
Education Service District

BOARD PACKET
MATERIALES DE LA MESA
DIRECTIVA

General Session - Sesion general
March 12, 2024 - 12 de marza de 2024
5:00 pm

Questions?
Contact vwhite@nwresd.org

Welcome to this Public Meeting of the NWRESD Board of Directors

March 12, 2024 | 4:30 pm | virtual



4:30 PM	<u>EXECUTIVE SESSION</u> Executive Session Statement <u>1. CALL TO ORDER</u> 192.660(2)(d) To conduct deliberations with persons you have designated to carry on labor negotiations. AND 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.	Chair Dougherty
4:55 PM	<u>2. ADJOURN</u>	Chair Dougherty
<hr/>		
5:00 PM	<u>GENERAL SESSION</u> Virtual Meeting Registration Link <u>1. CALL TO ORDER</u>	Chair Dougherty
5:02 PM	<u>2. PLEDGE OF ALLEGIANCE / LAND ACKNOWLEDGEMENT</u>	Directors Martinez & Meneses-Rios Dan Goldman
5:05 PM	<u>3. AGENDA REVIEW/REVISION</u>	Dan Goldman
5:07 PM	<u>4. BOARD MEMBER APPOINTMENT</u> A. Appointed Position A: Higher Education Oath	Chair Dougherty & Dan Goldman
5:17 PM	<u>5. SUPERINTENDENT REPORT</u> A. March 2024 Superintendent Report	Dan Goldman
5:30 PM	<u>6. RECOGNITION & GOOD NEWS</u> A. NWRESD Foundation Grant Committee	Kelsey Soltysiak
5:40 PM	<u>7. PUBLIC COMMENT</u> The Northwest Regional Education Service District Board of Directors appreciates community members sharing information during public comments. <u>Members of the community wishing to address the Board must complete a Public Comment Request prior to the beginning of the board meeting.</u> 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.	Valerie White
5:50 PM	<u>8. CONSENT AGENDA</u> A. Approve February 2024 Board Meeting Minutes B. Approve February 2024 Personnel Report C. Approve Contract Renewals & Extensions 2024 D. Approve Regional Inclusive Services (RIS) Contract E. Approve Long Term Care & Treatment (LTCT) Contract F. Approve SSA ESD Technical Assistance Contract G. Approve School Safety & Prevention Contract	Chair Dougherty Valerie White Debbie Simons Debbie Simons Cathy Jensen Cathy Jensen John Peplinski John Peplinski
5:52 PM	<u>9. REPORTS AND DISCUSSION</u> A. Strategic Plan Progress Report: Stocktake B. NWRESD STEM Hub Update C. Administrative Reports	Brian Bain John Peplinski & Chris Hesselbein

6:15 PM 10. ACTION ITEMS

- A. [Approve 2023-26 Licensed Collective Bargaining Agreement](#)
- B. [March 2024 Financial Report](#)
- C. [Approve Resolution 24-003 - Classified Appreciation Week](#)
- D. [Approve Zones 1 & 3 Vacancy Declaration and Appointment Process](#)
- E. [Approve 2024-25 Board Meeting Calendar](#)

Debbie Simons,
Carol Helfer &
Catherine Dalbey
Jordan Ely
Debbie Simons
Valerie White
Dan Goldman

6:45 PM 10. BOARD MEMBER COMMENTS

Chair Dougherty

6:50 PM 11. ADJOURN

Chair Dougherty

PUBLIC PARTICIPATION IN BOARD MEETINGS

1. A community member may complete a 'Public Comment Request Form' and give it to the Board secretary at the Board table prior to the beginning of the meeting. 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 state their purpose in addressing the Board.
2. A group of community members with a common purpose should designate a speaker for the group.
3. Comments or statements by members of the public are limited to 3 minutes each and should be brief and concise unless otherwise authorized by the Board chair.
4. 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 ESD administration for action or study and to report at a subsequent meeting.
5. When meetings are large or controversial, anyone wishing to speak before the Board, either as an individual or as a member of a group, on any agenda or non-agenda item, may do so at the discretion of the Board chair. The Board chair will determine the amount of time that will be allotted for each individual.
6. Speakers may offer objective criticism of district operations or programs, however 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. These procedures will be published on the last page of every Board meeting agenda.



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."

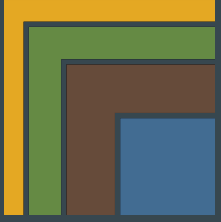
-Adapted from Delilah Friedler

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



BOARD MEMBER APPOINTMENT



Northwest Regional Education Service District

March 12, 2024

TO: Board of Directors

FR: Valerie White, Board Secretary

RE: NWRESD Board Vacancy: Position A - Higher Education

EXPLANATION:

The application for the current vacancy for NWRESD Board Position A: Higher Education was available between 02/14/2024 through 02/27/2024. One application was received: Paul Jarrell.

At this session, board directors will have the opportunity to meet the candidate and take action.

A proposed motion is outlined below. As per board policy, only elected board members in Zones 1-5 are responsible for appointing this position.

The new member Paul Jarrell, will be asked to take the board oath immediately following a motion by the board. Their term will begin immediately and end on June 30, 2025.

PRESENTER(S):

Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS:

[Position A Application: Paul Jarrell](#)

[Position A Oath: Paul Jarrell](#)

[Policy BBE - Vacancies on the Board](#)

[Policy BBBA - Board Member Qualifications](#)

[Policy BBBB - Board Member Oaths](#)

RECOMMENDATION:

To appoint Paul Jarrell to NWRESD Board of Directors Appointed Position A: Higher Education as presented.

PROPOSED MOTION:

"I move to appoint Paul Jarrell to NWRESD Board of Directors Appointed Position A: Higher Education as presented."

* Full Name
Dr. Paul E. Jarrell

* Phone
(503) 842-8222 ext. 1015

* Email
pauljarrell@tillamookbaycc.edu

* **Which school district boundary area do you reside in?**
Tillamook

* I currently reside within the boundaries of NWRES D and have for one (1) full year prior to this application.
Yes

* I am a registered voter within the boundaries of NWRES D.
Yes

* I will support the Constitution and laws of the United States and of the State of Oregon.
Yes

* Please check below to confirm you are not an employee of NWRES D.
I am not an employee of NWRES D

* **Please tell us about any employment or volunteer information relevant to this position.**

For over thirty years, I have been involved in education. In particular, I have served a variety of positions with higher education, mostly at the community college level. I began my career teaching biology fulltime at Southern Oregon University (then College), and then moved to southern California where I taught Biology and other Life Science courses and served as Science and Mathematics Dean at Pasadena City College from 1996-2016. I left Pasadena in 2016 and moved to Santa Barbara to serve as Executive Vice President at Santa Barbara Community College. When my adult children settled in Portland, my wife and I decided to move back to Oregon to be near family. From 2018 to 2022 I was Provost and Executive Vice President at Lane Community College in Eugene. In June 2022, I accepted a VP position at Tillamook Bay CC and as of Feb 1, 2024 have been appointed President at TBCC. I am a strong supporter of public education and have spent a career working to increase access to not just higher education, but education in general. I have worked with Principals and Superintendents throughout my career, and while at Lane CC, routinely presented to Lane ESD Board meetings.

* **Please share your educational background.**

I am a first generation college student and have received the following degrees: PhD, Biology/Genetics, University of Oregon graduate coursework Biology, University of Illinois BS, Biology, Ohio University High School Diploma, Green Township High School, Franklin Furnace, OH

* **Please share why you would like to be elected to the NWRES D Board of Directors.**

As you can tell from my career path, I have always been dedicated to education and improving the lives of our community members by working to provide access and support for underserved, marginalized populations. I am dedicated to making our communities stronger and I believe the way to do that is through education. I believe my experience will serve NWRES D well in working to achieve the mission and goals of the districts it serves. I am a lifelong educator and community advocate and have much experience with collective bargaining, publicly funded capital projects, accreditation, and planning and budgeting. I feel I would bring a solutions-oriented approach to Board involvement and engagement.

Anything else you would like to add?

I currently serve on the following Boards of Directors: Tillamook Kiwanis Tillamook Family Counseling Nehalem Bay Health Clinic and Pharmacy Tillamook EDC ColPac



Board of Directors Oath of Office

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

Dated this 12th day of March, 2024

Paul Jarrell

2023-24 Board Chair

Northwest Regional Education Service District

Code: **BBE**
Adopted: 5/17/07
Revised/Readopted: 4/18/17;
8/9/22
Orig. Code(s): BBE

Vacancies on the Board

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

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

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

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

Numbered Zone Positions

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

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

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

END OF POLICY

Legal Reference(s):

- [ORS 249.865 - 249.877](#)
- [ORS 255.245](#)
- [ORS 255.335](#)
- [ORS 334.090](#)
- [ORS 334.095](#)

Policy Cross Reference(s):

[BBBA - Board Member Qualifications](#)

[BBC - Board Member Resignation](#)

[BBD - Board Member Removal from Office](#)

Northwest Regional Education Service District

Code: **BBBA**
Adopted: 3/11/08
Revised/Readopted: 4/18/17
Orig. Code(s): BBBA

Board Member Qualifications

Each member of the Board shall meet the following qualifications:

1. A member shall be an elector of the Northwest Regional Education Service District (NWRESD);
2. A member shall be a resident of the NWRESD and have resided therein for a period of one year immediately preceding the election of appointment;
3. No person who is an employee of the NWRESD will be eligible to serve as a NWRESD Board member while so employed.

Numbered Zone Positions

For members representing zones, the member must be a resident of the zone which he or she represents, and must have resided therein for a period of one year immediately preceding the election.

Appointed Positions (Position A)

Position A

An appointed, at-large position.

Appointed Positions (Positions B, C and D)

The following additional requirements apply to the following appointed positions:

Position B, Public Post-Secondary Position

Must be employed by a public institution of higher education (community college, four year college or university) located within the boundaries of NWRESD or serve as a member of the Board of Directors of public institution of higher education located within the boundaries of NWRESD.

Position C, Social Service Provider Position

Must be employed by a social service provider located within the boundaries of NWRESD or serve as a member of the Board of Directors of a social service provider located with the boundaries of NWRESD.

Position D, Business Community Position

Must be employed by a business located within the boundaries of NWRES D or serve as a member of the Board of Directors of a business located within the boundaries of NWRES D.

END OF POLICY

Legal Reference(s):

[ORS 247.002](#)

[ORS 247.035](#)

[ORS 249.013](#)

[ORS 334.025](#)

[ORS 334.032](#)

[ORS 334.090](#)

OR. CONST., art. II, § 2.

OR. CONST., art. VIII, § 6.

Cross Reference(s):

BBE - Vacancies on the Board

**Northwest Regional
Education Service District**

Code: **BBBB**
Adopted: 3/11/08
Revised/Readopted: 4/18/17
Orig. Code(s): BBBB

Board Member Oath of Office

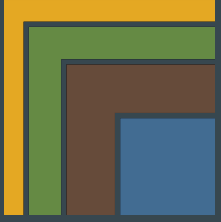
A member shall, before assuming the duties of the office, qualify by taking an oath of office. The oath of office for a Board member will be in the following form:

I, _____, do solemnly swear to support the laws of the United States and of the state of Oregon and the policies of the Northwest Regional Education Service District, and faithfully discharge any duties which shall become my responsibility as a member of the Board.

END OF POLICY

Legal Reference(s):

[ORS 334.090\(3\)](#)



SUPERINTENDENTS REPORT

Superintendent Office Report

March 2024

CLASSIFIED APPRECIATION WEEK!

A huge shout-out for our classified staff as we begin our board meeting tonight. Later this evening, the Board will take action on a resolution acknowledging and celebrating the work of our incredible classified colleagues who are truly pivotal to student success at NWRESD.

Quite simply, classified professionals make our schools tick. They are often the first to greet students and families as they walk in the door of our service centers and schools; they process payroll; assist our front line teachers and specialists in organizing curriculum and supplies; they keep our facilities in good condition; they ensure educational access for families and children through interpretation and translation; they support family and student success beyond the classroom walls by serving as occupational, speech-language pathology and physical therapy assistants, transition specialists, and recruiters for migrant and early learning programs... and so, so much more! It's impossible to fit all the diverse ways they are making a difference here at NWRESD.

As the Board considers approving the resolution later this evening, I want to share sincere thanks and gratitude for our classified staff on behalf of our entire administrative team here at the ESD.

LICENSED COLLECTIVE BARGAINING UPDATE

I am very pleased to report that the NWEA and NWRESD bargaining teams have agreed to terms in the proposed collective bargaining agreement presented later to the Board of Directors for approval. After nearly 13 months, I am happy to report that compensation and benefits took a big step forward for our NWRESD certified staff along with a number of other changes that will be discussed in more detail later this evening.

Throughout this protracted process, I have shared with the Board how absolutely central our licensed staff are to the progress and well-being of our students and families and that our teachers and specialists deserve to be professionally compensated. The compensation within the contract proposal being considered by the Board of Directors this evening is truly historic, catapulting compensation beyond the majority of districts we

serve. I know the Board has been highly supportive of a strong compensation and benefits package through the process and I am pleased to bring this recommendation forward for its consideration.

I want to thank our educational staff for their patience throughout the last year. Big changes take time and compromise; while we've experienced frustration and misunderstanding at different junctures, I know we will all move forward together in service to our mission and vision for student success.

LEGISLATIVE SESSION COMING TO A CLOSE

As I write this report, the Legislature is wrapping up its final week of the short session. While we will see deeper investments in housing, human services, public safety and other important social programming, we were only able to secure minor additional investments in public education. For instance, summer learning resources will flow again in Oregon to the tune of \$30m; but this is down from \$50m last year, which was down again from \$150m just after the pandemic. (ESD's are again eligible for summer learning grants and the NWRESD will be preparing proposals for the board's consideration soon.)

Here's a quick synopsis regarding our two highest legislative priorities: Regional Inclusive Services (RIS) and Early Intervention/Early Childhood Special Education (EI/ECSE).

- Despite record tax revenue, record state reserves, and a rosy economic forecast, RIS funding was increased by only \$6m across the state. This program has been historically under-resourced (essentially flat-funded for over a decade) even as the numbers of children with high intensity/low-incidence disabilities has steadily increased and cost-drivers have skyrocketed (such as compensation and benefits, PERS liabilities, transportation costs, utilities and the cost of tuition/training for our highly specialized staff). After the \$6m is distributed across the state, NWRESD will see a minor increase to our program budget with slight increases to staffing levels. Because the needs across the state were far greater than this \$6m will address, other regions (such as Lane and Willamette ESDs) are still forced to reduce staffing levels. Willamette has already laid people off this year. As a reminder, the staff in the RIS program are incredibly skilled and highly trained specialists who have many options for employment in and outside of education environments.
- Similarly - and again despite record tax revenue and reserves at the state - EI/ECSE funding will increase by only \$22m, far short of what is necessary to maintain current service levels. As I shared multiple times with the Board and with our union leaders, the lack of additional significant funding in EI/ECSE equates to more than

a 15% budget cut. This reduction in conjunction with the increased compensation provided to our licensed staff is simply not enough to sustain the current programming levels for our early learning department.

As a result, we are officially beginning the unfortunate and painful process of preparing for a reduction in force of approximately 55 EI/ECSE FTE next year across classified, licensed and administrative assignments. These cuts will be *in addition* to staff positions we already reduced this school year. To avoid even deeper reductions, I will be proposing a 2024/25 budget that spends down a portion of our general reserves while making additional administrative cuts in the general fund.

As the Board will read in the Early Learning Administrative Report, Executive Director Stacy Rager is working with EI/ECSE staff to obtain feedback on program design changes which will be necessary to establish tenable workloads with such a large reduction in staffing levels next year.

Other legislation of interest:

- SB 1502 is projected to pass: Requires the governing bodies of school districts, ESDs, community college districts and public universities to live stream governing body meetings if technically possible and to post recordings of the meetings on their official public body websites or social media sites.
- SB 1583 is projected to pass: Prohibits discrimination when selecting textbooks, instructional materials, program materials or library books that are used in the public schools of this state.

LOCAL SERVICE PLAN

Last week, component school boards wrapped up their voting for the 2024-25 Local Service Plan. I am pleased to report that the LSP has officially been approved with 19 of 20 boards taking affirmative action. We are now working to set rates and engage school district teams in program selection.

A special thank you to staff members Stacy Rager and Matt Doyle and board members, Tony Erickson, Yadira Martinez, Becky Tymchuck and Ross Tomlin for presenting with me across these last two months.

OREGON REGIONAL TEACHER OF THE YEAR

Each year, on behalf of the Oregon Department of Education and the Oregon Lottery, we facilitate a blue ribbon panel to select the Regional Teacher of the Year. The winner, along

with up to 18 other regional winners, are then in the running for Oregon Teacher of the Year. Regional teachers of the year will receive a cash prize of \$1,000 and will be celebrated across the state. The 2024-25 Oregon teacher of the year will receive a \$10,000 cash prize (with a matching \$5,000 going to their school) and serve as a spokesperson and representative for all Oregon teachers.

Last year, our very own [Carissa Martos won this incredible honor](#) in our region.

Currently, we are seeking recommendations for people who could serve on the blue ribbon selection panel for our region. The panel will meet and review five to eight applications in a two to three hour time block. I'm asking board members to recommend to me any community volunteers, elected officials, or others who might be interested in reviewing a showcase of educator talent across the region.

UPCOMING NWRES-LED EVENTS

Early Literacy Professional Development for Teachers

March 12 and April 8 | 9 a.m. - 4 p.m. | Hillsboro, Oregon

Literacy expert Anita Archer, Ph.D., will provide two day-long workshops for teachers in our region. Come learn about the science of reading and which instructional approaches for teaching reading are most effective. Participants must attend both sessions. Substitute costs are available. This training is free for K-5 classroom teachers, literacy specialists, special education teachers, and instructional coaches in Clatsop, Columbia, Tillamook and Washington counties. [Learn more and register.](#)

Sexual Incident Response Committee Training

March 12 | 8:30 a.m. - 3:30 p.m. | Hillsboro, Oregon

This one-day comprehensive training will prepare building level teams to implement the Sexual Incident Response Committee (SIRC). Recommended participants include school and district administrators, counselors, social workers, psychologists, deans of students, mental health specialists, behavior specialists, special education teams, school resource officers, and community partners supporting schools in safety and mental health. [Learn more and register.](#)

Early Literacy Professional Development for Administrators and Instructional Coaches

March 13 and April 9 | 9 a.m. - 4 p.m. | Hillsboro, Oregon

Literacy expert Anita Archer, Ph.D., will provide two day-long workshops for administrators and instructional coaches in our region. Come learn about the science of reading and which walkthrough observation tools to use while supporting teachers with literacy instruction. Participants must attend both sessions. Substitute costs are available. This training is free for K-5 administrators and instruction coaches who directly support students in Clatsop, Columbia, Tillamook and Washington counties. [Learn more and register.](#)

School Attendance Practices Using an Equity Lens

March 13 | 9:30 - 10:30 a.m. | Virtual

Join us for a one-hour virtual session on building attendance supports in your school while ensuring you focus on equity. Topics for this session will focus on how to use equity-driven attendance supports and effective communication strategies in your work. We'll also discuss how to make sure your initiatives are meeting the needs of your students and families.

This free virtual session is specifically designed for educators and support staff leading attendance initiatives at school sites and open for school districts located in Columbia, Clatsop, Tillamook, and Washington counties. [Learn more and register.](#)

Brain Injury in the School Setting: What You Need to Know

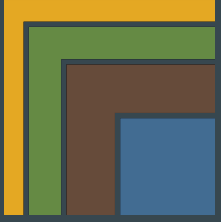
March 15 | 8:30 a.m. - 3 p.m. | Hillsboro, Oregon

Come learn about brain injuries and the associated return-to-play and return-to-school laws. The presentation will cover IEPs, 504s and immediate temporary accommodations plans as they relate to brain injuries. You'll also learn about the Center on Brain Injury Research and Training (CBIRT) and how the center supports students, families and educators across the state. Presenters will also cover Senate Bill 420, which establishes a new brain injury resource navigation office. This event is free for educators in Clatsop, Columbia, Tillamook and Washington counties. [Learn more and register.](#)

Prom Dress Giveaway For Students With Special Needs

Friday, March 15 | 9-11 a.m. | Oregon Convention Center

Abby's Closet is hosting a prom dress giveaway for students experiencing disabilities. This event is designed specifically for students with sensory challenges or those who might need additional accommodations while selecting a dress. Special needs groups as well as individuals are encouraged to attend. Be sure to RSVP by March 8. [Learn more and register.](#)



RECOGNITION & GOOD NEWS



5825 NE Ray Circle Hillsboro,
OR 97124-6436

Feb. 22, 2023

To the NWRES D Foundation Grant Selection Committee Members Lisa Bates, Joe Christy, Karen Foley, Nancy Ford, Cathleen Jensen, Grant Lawson, Andi Miller, and Scott Ryan:

It is my pleasure to inform you that our board of directors plans to recognize you at its upcoming regular board meeting, scheduled to take place at 5 p.m. on March 12 over Zoom.

This month, the NWRES D Foundation [announced \\$25k in grant awards to 19 educators](#). The board wants to express our gratitude for the hours spent poring over 78 proposals – a nearly 300% increase from the year prior. The board would also like to congratulate the foundation for surpassing \$500,000 in grant award disbursements!

Our board may ask questions to better understand the grant selection process and its impact, such as:

- What is it like to serve on the grant selection committee?
- What is the criteria for selecting grant recipients?
- Were there any requests that stood out to you?
- Why do you serve on the grant selection committee?

The “Recognition and Good News” agenda item is scheduled to take place around 5:15 p.m. It typically takes 10 to 15 minutes to get through introductions and board questions. Please RSVP and send any questions to Kelsey Soltysiak at ksoltysiak@nwresd.k12.or.us or 503.614.1469. [Meeting information is posted at 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, consisting of a large 'D' followed by a wavy line and another large 'D'.

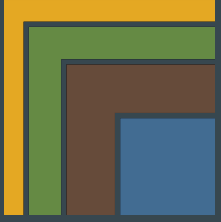
Dan Goldman
Superintendent

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

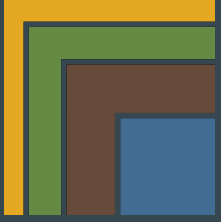
■ Columbia County
503-366-4100
800 Port Avenue
St. Helens, OR 97051

■ 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

March 12 , 2024

TO: NWRESD Board of Directors

FR: Valerie White, NWRESD Board Secretary

RE: February 2024 Board General Session Minutes

EXPLANATION:

Please find your February 2024 Board Minutes attached below, prepared by Valerie White, Board Secretary.

PRESENTER(S):

Valerie White, NWRESD Board Secretary

SUPPLEMENTARY MATERIALS:

[February 2024 NWRESD General Session Minutes](#)

RECOMMENDATION:

To approve the February 2024 NWRESD General Session Minutes as presented in the consent agenda.

PROPOSED MOTION:

"I move to approve February 2024 NWRESD General Session Minutes as presented in the consent agenda."

Meeting Minutes of the NWRESD Board of Directors

February 13, 2024 | 4:30 pm | Virtual



EXECUTIVE SESSION

CALL TO ORDER - Chair Dougherty called the Executive Session to order at 4:32 pm

Board: Becky Tymchuk, Chris Riley, Doug Dougherty, Ernest Stephens, Maureen Wolf, Miriam Meneses-Rios, Tony Erickson, Yadira Martinez

Staff: Dan Goldman, Debbie Simons, Catherine Dalbey, Stuart Long, Valerie White

Legal Representation: John Stellwagen

[192.660\(2\)\(d\)](#) *To conduct deliberations with persons you have designated to carry on labor negotiations.*

AND

[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.*

ADJOURN - Chair Dougherty adjourned the Executive Session at 5:22 pm

GENERAL SESSION

CALL TO ORDER - Chair Dougherty called the general session to order at 5:32 pm

Board: Becky Tymchuk, Chris Riley, Doug Dougherty, Ernest Stephens, Maureen Wolf, Miriam Meneses-Rios, Tony Erickson, Yadira Martinez

Staff: Dan Goldman, Debbie Simons, Stuart Long, Valerie White

PLEDGE OF ALLEGIANCE / LAND ACKNOWLEDGEMENT

Director Riley led the board in the pledge of allegiance and Director Stephens provided the land acknowledgement.

AGENDA REVIEW/REVISION

None

SUPERINTENDENT REPORT

Superintendent Goldman reviewed his board report on the status of Local Service Plan approvals from component districts, updated the board regarding the Oregon legislature short-session with regard to Early Learning funding as well as the status of our licensed bargaining process to date. Finally, he mentioned upcoming events offered by NWRESD listed in his report. Chair Dougherty offered his and other board member's support if an opportunity to address the state legislature arises in the future.

RECOGNITION AND GOOD NEWS

Kelsey Soltysiak, Communications Director, introduced and announced several members of our HR department's receipt of an award acknowledging diversity and inclusivity in hiring practices. CHRO Simons introduced her staff and lauded her team's hard work in garnering acknowledgement for their diversity and inclusion efforts. Superintendent Goldman bragged about the HR team's hard work to advance services to our staff as well as to the staff of component districts. Talent Acquisition & Retention Administrator, Yolanda Coleman, acknowledged momentum created, particularly with regard to DEP and GYO opportunities, by the HR team.

PUBLIC COMMENT

Chair Dougherty read the Public Participation in Board Meetings guidelines. Keri Esser introduced themselves, reported their home address and addressed the board for approximately 3.5 minutes. Katy Ettling introduced themselves, reported their home address and addressed the board for approximately 3 minutes. Vanessa Hernandez introduced themselves, reported their home address and addressed the board for nearly 4 minutes.

CONSENT AGENDA

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

REPORTS AND DISCUSSION

Inclusion in Early Learning - Executive Director of Early Learning, Stacy Rager, shared the early learning department's inclusion models and how the department serves students within our own early childhood sites and in coordination with our inclusive partners to provide adequate service levels in both early intervention and early childhood special education. Director Tymchuk thanked Stacy for the data she provided and asked about state standards with regard to adequate service levels for our students and if there were any standards the NWRESD must meet. ED Rager and Superintendent Goldman both detailed the differences between K12 and early learning funding and programming in the state of Oregon, noting that, essentially, EI/ECSE services are the responsibility of the state of Oregon Department of Education (ODE) and NWRESD acts as a subcontractor providing services.

Small District Instructional Support - Chief Academic Officer, Megan McCarter, presented information to the board about ways in which NWRESD is providing support to smaller districts in our region. Examples of this support include grant writing and reporting as well as covering substitute costs for district teachers to attend professional learning during their work day. CAO McCarter introduced Executive Director of Instruction, John Peplinski, who continued, discussing additional instructional service supports. Director Martinez asked for clarification of what would make a district a 'small district' and Superintendent Goldman and Chair Dougherty clarified that this would mean student enrollment of fewer than 1500 students.

Administrative Reports - Superintendent Goldman noted that these reports are very informative and was especially proud of information in the Early Learning report detailing how the NWRESD fills in the gaps for communities, noting, in particular, the Child Care Resource and Referral team and their efforts to ensure quality childcare for families, particularly in our more rural counties.

ACTION ITEMS

February Financial Report - Jordan Ely, CFO, reviewed the February Financial Report, noting that most information had not changed from the previous month's report. He did discuss ODE funding as well as where our audit stands with regard to state school fund payments. Superintendent Goldman shared with the board how other ESDs and districts in Oregon have had to cover costs due to delayed state funding and the need to address the funding model at the state legislative level. Chair Dougherty entertained a motion by Director Riley to accept the February Financial Report as presented. The motion was seconded by Director Tymchuk and approved unanimously.

Resolution 24-002 - Women's History Month - Inger McDowell-Hartye recited Resolution 24-002 - Women's History Month for the board and attendees. Chair Dougherty noted that he was surprised by the data that 81.9% of NWRESD employees are women. Chair Dougherty entertained a motion by Director Riley to accept Resolution 24-002 - Women's History Month as presented. The motion was seconded by Director Martinez and approved unanimously.

Board Vacancy Declaration & Appointment Process - Board Secretary Valerie White, presented the process and timeline to replace our higher education appointed board position. Chair Dougherty entertained a motion by Director Riley to approve the higher education position appointment process as presented. The motion was seconded by Director Erickson and approved unanimously.

OAESD Officer's Council Chair-Elect Vote - Board Secretary Valerie White, presented the nominees for the OAESD Officer's Council Chair-Elect position and asked the board to vote for their selected nominee. Chair Dougherty entertained a motion by Director Riley to elect Anna Ali to the presented position. The motion was seconded by Director Martinez and approved unanimously.

BOARD MEMBER COMMENTS Director Tymchuk noted her appreciation for the opportunity to join Superintendent Goldman at the Beaverton School District board meeting in late January to present the Local Service Plan to their board. She continued, thanking staff of NWRESD addressing the Beaverton school board as parents. Director Riley acknowledged that she appreciated the opportunity to meet her state legislators at our January 24th Washington County Legislative event.

ADJOURN Chair Dougherty adjourned the meeting at 7:16 pm.



March 4, 2024

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, CHRO

SUPPLEMENTARY MATERIALS: [February 2024 Personnel Report](#)

RECOMMENDATION: To approve the February 2024 Personnel Report as presented.

PROPOSED MOTION: "I move to approve the February 2024 Personnel Report as presented."

Northwest Regional Education Service District
PERSONNEL REPORT
February 5, 2024 – March 4, 2024

New Hires

Name	Position	Department	Building	New Hire/ Transfer	Tentative Start Date
Justine Gipson	ASD Consultant	Special Student Services	Clatsop Service Center	Former Employee	02/26/2024
Nanci Day	Equity Coach	Equity & Family Partnerships	Washington Service Center	Transfer	02/26/2024

Resignations, Retirements & Separations

Name	Position	Department/ Location	Last Day of Employment	Details/Comments
Mark Sprague	Special Education Teacher	Social Emotional Learning Schools – Levi Anderson	June 30, 2024	Retirement
Mary France	Speech Language Pathologist	Early Learning – Tualatin Early Childhood Center	June 30, 2024	Retirement
Kimberly Roberts	Teacher of Visually Impaired	Special Student Services – Washington Service Center	February 20, 2024	Resignation
Kaitlin Thompson	Instructional Assistant	Early Learning – Columbia Service Center	March 15, 2024	Resignation
Susan Schimmelpfennig**	Teacher of Visually Impaired	Special Student Services – Washington Service Center	July 1, 2024	Retirement
Alexandu Popescu*	Database Specialist	Technology - Washington Service Center	April 1, 2024	Retirement

*Retiring from PERS only. Will continue to work through 26/27 SY

**Retired from PERS 12.31.23; continued work though end of 23/24 SY

Currently Advertised Vacancies

Currently Advertised Vacancies is a snapshot in time for jobs that are currently posted as of 3.4.24.

Open Position	Category	Department	Original Post Date	Comments
ASL Interpreter	Classified	Special Student Services	12/22/2023	0.8125 - Resignation
Physical Therapist – Tillamook/Columbia/Clatsop Counties	Licensed	Special Student Services	01/03/2024	1.0 – Previously Unfilled
Occupational Therapist – St. Helens School District	Licensed	Special Student Services	01/02/2024	1.0 FTE -Resignation
Instructional Assistant – Columbia Academy	Classified	Social Emotional Learning Schools	01/5/2023	0.85 FTE – Transfer
School Psychologist - Evaluation Team	Licensed	Early Learning	01/22/2024	1.0 FTE – Transfer – hiring for 24/25 SY
School Psychologist – Seaside School District	Licensed	Special Student Services	02/01/2024	1.0 FTE - Retirement
Instructional Assistant – Columbia Service Center	Classified	Early Learning	02/01/2024	0.9375 – Resignation
ASL Interpreter 1:1 – Scappoose School District	Classified	Special Student Services	02/15/2024	1.0 FTE – New Position – hiring for 24/25 SY
Instructional Coach – SLP – Washington Service Center	Licensed	Special Student Services	02/06/2024	1.0 FTE – New Position
ASL Interpreter Floater – Multiple locations	Classified	Special Student Services	02/15/2024	1.0 FTE – New Position – hiring for 24/25 SY
Outdoor School Assistant Principal	Admin	Instructional Services	02/26/2024	1.0 FTE – New Position – hiring for 24/25 SY



Northwest Regional Education Service District

March 12, 2024

TO: Board of Directors

FR: Debbie Simons, Chief Human Resources Officer

RE: Process for Evaluation and Contract Renewal of Licensed & Administrative Staff

EXPLANATION:

Oregon's "Accountability for Schools for the 21st Century" law (formerly the "Fair Dismissal" law) creates two groups of staff: Probationary (those in their first three years of employment with the ESD) and contract staff (those who have been employed for the probationary period and have been renewed for a fourth year and all staff in their fourth year and beyond in the ESD).

The processes for retention or termination of employment are different for the two groups:

PROBATIONARY LICENSED STAFF - RENEWAL/NONRENEWAL: Probationary staff, including administrators, serve the ESD on a series of one-year contracts. By March of their first year, they must be either renewed or non-renewed by action of the school board and must be notified in writing by March 15. Under the law, the school board may non-renew for "any cause deemed in good faith sufficient," and the only remedy for the staff is a hearing before the school board at a later date. Reasons need not be included in the board resolution, but the staff may later request that the ESD provide reasons for nonrenewal. As a result of a court decision, the three years of probationary status are really only 2¾ years, because a third-year probationary staff member, if renewed in March of that third year, becomes a "contract" staff after finishing 135 days of employment - which is usually about April 1.

CONTRACT LICENSED STAFF: Staff members who are covered under the licensed collective bargaining agreement beyond their probationary period work under two-year "contracts," and have more job protection under the law. Each year, the school board must consider whether to offer a new two-year contract, which replaces the old. Thus, this spring the school board must determine whether to offer a new (2024-2026) contract to replace the existing (2023-2025) contract for each of its contract staff. Administrators who have completed their probationary period are issued a three-year contract, which is extended in year 2 of their contract. The administrators who are being extended are being issued a three-year contract.

NON EXTENSION: Non-extension is the term used to describe the board's action if it determines not to offer a new contract. Non-extension still leaves the remainder of the existing two-year contract in place, so a staff non-extended this March would still finish out the existing contract.

PRESENTER(S):	Debbie Simons, Chief Human Resources Officer
SUPPLEMENTARY MATERIALS:	Licensed & Administrator contract renewals
RECOMMENDATION:	N/A
PROPOSED MOTION:	N/A



Northwest Regional Education Service District

NORTHWEST REGIONAL ESD

March 12, 2024

REVISED

APPROVE RENEWALS/EXTENSIONS AND NON-EXTENSIONS OF TEMPORARY, PROBATIONARY, AND CONTRACT LICENSED STAFF

Resolved, that the Board of Directors accept the Superintendent's recommendation for the renewal of probationary licensed staff for the issuance of contracts to contract licensed staff.

1. Current **First-Year Probationary Licensed Staff** being recommended for one-year contracts July 1, 2024 to June 30, 2025 to Second Year Probationary status:

ALATTAR, FETHEYA	HARRINGTON, HOLLIE	MIRANDA, KATELYN
ALDRICH, RUTH	HEATH, ASHLEY	MOORE, KASSIDY
ALLEN, JENNIFER	HEATH, MEGAN	NUSSEAR, SARAH
ARELL, PAMELA	HEIERMAN, KATHERINE	OLIVER, JEANINE
AUTELE, PATRICIA	HERTZOG, NEHA	PARISI, KATELYN
BANIQUED, NATHANIEL	HESELBEIN, CHRISTOPHER	PAUL NAONE, JULIET
BAUMGARTNER, JESSICA	HILL, KARI	PEATE, ROBIN
BERRY, MALLORY	HOFFERT, SHARON	RALEIGH, CARISSA
BLUE, JODI	IHEANACHO, JASMINE	RIDOLOSO POTTER, DIANA
BOROWSKI, JENNA	JOHNSON, RAYMOND	ROBERTSON, REBEKAH L
BOUCHER, EMILY	JOY, RADHA	SAGUN, LAUREN
BROWN, LARISSA	JOYCE, PATRICK	SALTVEIT, GAIL
CATABIJAN, ANDREA	KEYS, RACHELL	SCHNABEL, EMILY
COWAN, CARRIE	LAVELLE, KATHERINE	SEATON, MAKENZI
CRAIG, ASHLEY	LEE, MAUREEN	SOLBERG, ISAAC
CULLIGAN, TIFFANEY	LESLIE, LEIGH	SORENSEN, HANNAH
EICHELBERGER, CHRISTINE	LEWIS, MELISSA	STEWART, TRISTAN
FAJER, MALLORY	LUSK RODRIGUEZ, JORDAN	STILLS, MORGAN
FENIX, KARENINA	MALA, LAURIE	SWANSON, JULIANN
FISCHER, LAUREL	MANDAVILLE, MARLYS	THIES-AGHILI, HANNAH
GOFF, LYMAN	MASTERS, LOWELL	TURNER, MALORY
GURUNG-SATO, YANGCHEN	MATOUK, SAMYA	VSETECKA, KATHRYN
HAGER, HALEY	MCCOY, AMANDA	WALKER, SARAH
HANNA, MATTHEW	MILDREN, ASHLEY	

2. Current **First-Year Probationary Licensed Staff** being non-renewed: N/A



Northwest Regional Education Service District

3. Current **Second-Year Probationary Licensed Staff** being recommended for one-year contracts July 1, 2024 to June 30, 2025 to Third-Year Probationary status:

AMOROSO, LAURIEL	HEUBERGER, CARRIE	PARRISH, JESSICA
BARKER, JAZMIN	HIGASHI, HEATHER	PENGELLY, JAY S
BLANTON, GWYN	HOLDEN, LESLIE	POHL, HILARY
BONANOMI, BROOKE	INGRAM, HOLLY	POLLICK, CAMRAN
BOWDOIN, MANDY K	JASTER, SHERRI	PRATT, LINDSEY
BRADY, JAIMIE	JERMAIN, LAURA	PREVOST, RACHEL
CALZADILLA, BRENDA	JOHNSON, DONA	RADTKE, MISHALLE
COOPER, RANDI	JONES, CATHERINE	REAMON, JESSICA
CUSHMAN, CARYN ANN	KEMPSTER, EMILY	REMPFER, MIRANDA
DAVIS, INDIGO	KERR, KARYN	RETALLACK, CRAIG
DAY, NANCI	KIRKLAND, LORINDA R	SAHAY, ANJANA
ECKEL, ANN	KOSE, BAILEY	SHAFFER, SPENCER
Ettling, KATHERINE	LORENZO, CHERI	SIAROT, BETHANY M
FRANKLIN, SARA M	LOVE, APRIL D	SMITH, STACIA
GAYLOR, KELLY	MAJOR, MANDY	STIDHAM, SAMANTHA
GINGERICH, JULIA ANN	MCCORMICK, KRISTEN	STRUTZ, MADISON
GORDON, ANASTASIA	MEISTER, BONICH	TANNLER, JONATHAN
HAMILTON, LEONARD	MENEGHIN, TAMMEE	TAPLIN, KATHRYN
HANNA, MICHAELA	MILLER, OLSON	TURNER, HOLLY
HENDRICKSON, ELIZABETH	NOID, NADIA W	VISK, BRETT
HERNANDEZ, LUIS	PAHLKA, ERIC	VOORHEES, LINDSEY
		WAGNER, WHITNEY

4. Current **Second-Year Probationary Licensed Staff** being non-renewed:

CEPEDA, ERIKA
WYNNS, PENELOPE

5. Current **Third-Year Probationary Licensed Staff** being recommended for two-year contracts for July 1, 2024, to June 30, 2026, to Contract Licensed Staff status:

ANCTIL, LESLEY	CAMPO, CANDICE	GOMEZ, RHONDA L
BEELER, KATELYNN	CIMBORA, MARIE L	GORMAN, KIMBERLY A
BIEL, BETHANY	CRAWFORD, ELIZABETH	HAMILTON, RYAN B
BUINEVIC, STACY	DEWAR, TARA	HARGRAVES, ANN
BUSWELL, SARAH	ELLEGE, ERICA	HAROON, MINDY



Northwest Regional Education Service District

HERNANDEZ, LUISA
HUTCHINGS, AMANDA
ISAACSON, JEANNETTE
KERCHNER, TARA M
KINDSCHUH, JANET
KNICKERBOCKER, MEGAN
LEPLA, JODI
MCDONALD, KAYLEY
MELLMAN, LISA
MITCHELL, SHARON

OLSON, HEATHER
RATHBONE, AMANDA
SABA, SORAYA
SACRISON, KATHERINE
SANFORD, TIFFANY
SATTER RAUBUCH, BRENDA
SHEEHAN, EMILY
SLOAN, HEATHER
STEWART, JENA
STIDD, DEBRA

STILLMAN, JOANN
THOMPSON, SARA
TRONCO, ANN
TU, WAN CHIH
WALDRAM, MICHELLE
WARANCH, ABIGAIL
YOUNGBLOOD, JENNIFER
ZEITOUN, NICOLE
ZEPEDA, NOEMI

6. Current **Third-Year Probationary Licensed Staff** being non-renewed:
PACHCIARZ, ROZA

7. Current **Contract Licensed Staff** being recommended for two-year contracts July 1, 2024 to June 30, 2026:

AMAVISCA, HOLLY
ANCTIL, LESLEY
ANDRE, KATHLEEN
AUNGIER, JOHN H
BAIRD, CHRISTINE
BALINT, JOYCE L
BATES, LISA
BEARDEN, LORI J
BEELER, KATELYNN
BEESON, MICHAWN
BENJAMIN, DANIELLE
BICKFORD, JANELLE
BIEL, BETHANY
BIRDSEY, MELISSA D
BISPHAM, LESLIE P
BROUSSARD, JOY
BRYANT, ROSS A
BUCHCO, LISA A
BUINEVIC, STACY
BUSWELL, SARAH
BUTZ-MACAULAY, KRISTA
CAMPO, CANDICE
CARINI, AMBER

CHARNY, CHRISTINE
CHOQUETTE, JASMINE
CHRISTENSEN, LAURA
CHURCH, LISA
CIMBORA, MARIE L
COLES, JOSHUA
COLLINS, ELSJE
COMPTON, MICHELLE
COPE, KATHLEEN
CRAWFORD, ELIZABETH
CREEL, EMILY J
CRISI, LISA
CROWLEY, KAREN S
DANIEL, RAIN
DASGUPTA, MITHU
DAVIS, HEATHER
DAVIS, SARAH M
DELANGE, JOHANNA
DEWAR, TARA
DINNEEN, SARA
DOLEN, RONALD
DORRY, MARY
DOUGLAS, IRIS MAASE

DOUGLASS, HANNAH
DOWLEN, ANGELA M
DUNGAY, JODY
DUPUIS, ERIN
DYER, LORI ANN
ECK, KARA
EDMONDS, LAUREN
ELLEDGE, ERICA
ELLIS, LINDSAY
ESSER, KERI
ESTERLY, OLIVIA
EUBANKS, LEE ANN
EYRE, LISA
FERGUSON, ELIZABETH
FONDER, MELISSA
FRANCE, MARY
FRANKLIN, LESLIE C
FRIDAY, KRISTINA M
GALLAGHER, KELLY
GAMBOA, GINGER
GARCIA-HURD, MARIA ELENA
GILLASPY, COURTNEY
GOMEZ, RHONDA L



Northwest Regional Education Service District

GORMAN, KIMBERLY A
GRIMSHAW, DEBORAH
HALL, TIFFANY
HAMERMAN, SHANNON
HAMILTON, RYAN B
HAN, COURTNEY
HANSON, BRANDI
HARA, KENYE
HARGRAVES, ANN
HAROON, MINDY
HEALY-FORSTER, EILEEN A
HEAVENRICH, OTIS
HERINCKX, JENNIFER
HERNANDEZ, LUISA
HERNANDEZ, VANESSA L
HSIAO, HAO
HUDANISH, JILL A
HUTCHINGS, AMANDA
ISAACSON, JEANNETTE
JACKSON, KRISTA
JAMES, KAREN M
JENNINGS, RACHEL
JIMENEZ HACHEL, NICOLAS
JOHNSON, JOSHUA
JOHNSON, MARIE S
JOLLY, PATRICIA
JONES, JENNIFER
KAYE, RICHELLE
KERCHNER, TARA M
KINDSCHUH, JANET
KINZLER, ALYSON
KLAUSMAN, MICHAEL
KNICKERBOCKER, MEGAN
KRUEGER, CHERYL
LAVERY, LAUREN
LEADER, HEATHER
LEONETTI, JENNIFER
LEPLA, JODI
LETHRUD, CHRISTINA MARIE
MACE, JULIA
MARCHANT, PEGGY

MARTINET, MADISON
MARTOS, CARISSA
MASSEY, DAMON
MCCLURE, CONNER
MCCLURE, REBECCA
MCDONALD, KAYLEY
MCGRANAHAN, SYDNEY
MEDLIN, KIMBERLY
MELLMAN, LISA
MILES, TIMOTHY
MILLER, FELICIA
MILLS, ABIGAIL
MINTHORNE, LAURA
MITCHELL, SHARON
MOORE, PATRICIA
MOREHOUSE, ANA MARIA
NELSON, MICHELLE A
NG, BEE AGNES
OHARROW, MOLLY E
OLSON, HEATHER
PACHCIARZ, ROZA
PARKER, MILTON
PETERSON-FREY, GAIL
PIHLSTROM, KELLY
PITCHER, JULIA K
PRATT, TERESA
PROSSER, TIMOTHY
RADCLIFFE, MARAYA
RAPHAEL, LEILA
RATHBONE, AMANDA
RECCHIA, EMILY ELIZABETH
REGIER, LISA M
REYNOLDS, JEROME
REYNOLDS, OLIVIA J
ROGERS, KARA T
RYAN AHMED, SARAH M
SABA, SORAYA
SACRISON, KATHERINE
SAMMONS, STACIE
SANCHEZ, ERICA
SANDERS, JULIE

SANDERSON, ERIN
SANFORD, TIFFANY
SATTER RAUBUCH, BRENDA
SCHILLING, THOMAS
SCHIMMELPFENNIG, SUSAN
SCOTT, KRISTIN L
SCOTT, VALERIE
SEYMOUR, KAYLIE E
SHEEHAN, EMILY
SHOEPE, ANNE
SHUMAKER, MARGARET
SIGURDSON, REYNA D
SLOAN, HEATHER
SMITH, CARLENE M
SMITH, KARAH
SMITH, KIMBERLY
SNOW SIMPKIN, MEGAN
SOUTH, JENNIFER
SPIES, SAMANTHA
SPOFFORD, BENJAMIN
SPRAGUE, MARK
STARR, CARLA
STEADMAN, CATHERINE
STEVENS, AMY
STEWART, JENA
STIDD, DEBRA
STILLMAN, JOANN
STOUT, RHIANNON
TALBOT, JASON
TERRANOVA, JANET C
THOMPSON, SARA
TOTTEN, LEAH
TRANT, KELLYE
TREAT, LARISSA
TRONCO, ANN
TU, WAN CHIH
TUMBARELLO, CHELSEA
TURNER, CATHERINE
UMBENHOWER, TIM
UPHAM, LESLEY
VARGO, MEERA



Northwest Regional Education Service District

WALDRAM, MICHELLE
WALKER, ROSA
WALLACE, LISA
WARANCH, ABIGAIL
WATERS, JENNIFER
WATTMAN-SMART, MEGAN
WERNET, JERILYN

WHITTEN, BRIAN
WILSON, ANNA
WILSON, KATHERINE
WINELAND, LINDSEY
WITT, ALEXANDRA
WONDERLICK, BRET
WRIGHT, SARA

YOUNG, ELSA
YOUNGBLOOD, JENNIFER
ZAIGER, SHELBY
ZEITOUN, NICOLE
ZEPEDA, NOEMI
ZIENKIEWICZ, STEPHANIE

8. Current **Contract Licensed staff** being non-extended: N/A

9. **First-Year Probationary Licensed Staff Repeating First-Year Probationary Licensed Year due to not working 135-days:**

BAYER-SMITH, LAURA
HERNANDEZ, KELSEY
BUNDY, G
HEALY, ANGELA
HOLZNAGEL, AMY
KARTHIKEYAN, DHANALAKSHMI
PATRICK, NICOLE
RAMIREZ, ERIC
ROBERTS, KIMBERLY
SHELLER, LAURALEE
THAYER, KELLY

REVISED



Northwest Regional Education Service District

NORTHWEST REGIONAL ESD

March 12, 2024

REVISED

APPROVE RENEWALS/EXTENSIONS AND NON-EXTENSIONS OF TEMPORARY, PROBATIONARY, AND CONTRACT ADMINISTRATORS

Resolved, that the Board of Directors accept the Superintendent’s recommendation for the renewal of administrators and for the issuance of contracts to contract teachers and administrators.

1. Current **First-Year Probationary Administrators** being recommended for one-year contracts July 1, 2024 to June 30, 2025 to **Second Year Probationary status**:

Licensed Administrators

COLEMAN, YOLANDA
DALBEY, CATHERINE
DOYLE, MATTHEW

FREESE, CAITLAN
LUTSKOVSKY, ABIGAIL
PEPLINSKI, JOHN

RYAN, STEVEN M
VANDERSCHUERE, JENNIFER
WALDMAN, CHAD

Non-Licensed Administrators

COLLINS, JENNIFER
ELY, JORDAN
KLEINTOB, DIANA

2. Current **First-Year Administrators** being non-renewed: N/A
3. Current **Second-Year Probationary Administrators** being recommended for one-year contracts July 1, 2024 to June 30, 2025 to **Third-Year Probationary status**:

Licensed Administrators

BLASQUEZ, RYAN R
JENSEN, AKARI A
KARPOUZES, STEPHANIE

LORENZ, DAMON
SAPP, BIANCA
SCHLEY, RIKKIE

TOWNSEND, JEROME
ZELL, TRACY A

4. Current **Third-Year Probationary Administrators** being recommended for one-year contracts July 1, 2024 to June 30, 2025 to **Fourth-Year Probationary status**:

Licensed Administrators

GRIFFIN, LYNNE

5.. Current **Second-Year Administrators** being non-renewed:

Licensed Administrators

GILBERT, ROSA

6.. Current **Third-Year Probationary Administrators** being recommended for three-year contracts July 1, 2024 to June 30, 2027, to **Contract Administrator status:**

Licensed Administrators

DALBEY, KAREN L

JACKSON, STEVIE M

SIMONS, DEBORAH

DUFFETT, JESSICA L

MCCARTER, MEGAN M

HELPER, CAROL K

RYAN, SCOTT

Non-Licensed Administrators

LIWARU, SHARIF Z

MCDOWELL-HARTYE, INGER

POTTER, MICHAEL

7. Current Contract Administrators being recommended for three-year contracts July 1, 2024 to June 30, 2027:

Licensed Administrators

BROWN, NAHEED

JENSEN, CATHLEEN

Non-Licensed Administrators/Supervisors

CANTINO, MICHAEL

KNIGHT, MARIE

MANDERSON, EVA

STEVENS, SARAH

SOLTYSIAK, KELSEY

VOSS, PAMELA



Northwest Regional Education Service District

March 12, 2024

TO: Board of Directors
FR: Cathy Jensen, Executive Director K-12 Special Education
RE: Approval of RIS Grant Agreement No. 11048-A6

EXPLANATION:

NWRESD is one of eight contractors for the Oregon Department of Education providing Regional Inclusive Services (RIS) in Oregon. NWRESD provides services to children birth through age 21 in Clatsop, Columbia, Tillamook and Washington Counties who experience one of the following six disabilities under the Individuals with Disabilities Education Act (IDEA):

- Autism Spectrum Disorder
- Blind / Visually Impaired
- Deaf / Hard of Hearing
- Deafblind
- Orthopedic Impairment
- Traumatic Brain Injury

Services provided under this contract include specially designed instruction, consultation, evaluation, audiology, and the loan of specialized orthopedic equipment. The attached agreement is the sixth amendment since IGA No. 11048 was executed in 2017.

PRESENTER(S):	Cathy Jensen
SUPPLEMENTARY MATERIALS:	RIS Amendment No.6 of IGA No. 11048
RECOMMENDATION:	To approve the RIS IGA #11048-A6 totalling \$11,033,398.16 as presented.
PROPOSED MOTION:	I move to approve the RIS IGA #11048-A6 totalling \$11,033,398.16 as presented.

Reinstatement and Amendment No. 6 to Grant No. 11048

This is Reinstatement and Amendment No. 6 to Grant Agreement No. 11048, effective July 1, 2017 (as amended from time to time, the “Grant”), between the State of Oregon, acting by and through its Oregon Department of Education (“Agency”) and Northwest Regional Education Service District (“Grantee”), each a “Party” and together, the “Parties”. Upon receipt of all required approvals and execution by both Parties, this Reinstatement and Amendment shall be effective on July 1, 2023 (“Amendment Effective Date”).

The Grant expired on June 30, 2023, and the Parties now desire to reinstate the Grant in its entirety and amend the Grant provided herein.

The Parties acknowledge and agree that Agency has not made any payment for activities performed after June 30, 2023.

The Grant is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1. Section 3 of the Grant is amended as follows:

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, 2017 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on ~~June 30, 2023~~ **June 30, 2025**.

2. Section 6 of the Grant is amended as follows:

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Agreement, Agency will provide Grantee up to ~~\$32,350,836.84~~ **\$43,646,290.28** (“Grant Funds”) for the cost of the Project described in Exhibit A. Agency will pay the Grant Funds from monies available through its State General Fund, Federal Fund for Special Education – Grants to States, ~~and federal American Recovery Plan (ARP) IDEA funds,~~ as detailed below (“Funding Source”). Grant funds may only be used for eligible Project costs authorized by this Agreement.

~~The American Rescue Plan (ARP) act provides additional one-time supplemental funds to IDEA. Expenses charged to these grants should consider sustainability and focus on the issue of equity in special education. These funds must be accounted for and tracked separately from regular IDEA awards.~~

Northwest Regional Regional Services	2017 – 2019	2019 – 2021	2021 – 2023	2023 – 2025	Total
General Funds	\$3,908,872.00	\$4,219,441.00	\$5,179,631.00	\$6,085,688.00	\$19,393,632.00
Federal Funds	\$4,828,788.00	\$4,900,329.00	\$7,645,019.84	\$4,431,365.88	\$21,805,502.72
TBI Liaison	\$ 0.00	\$42,500.00	\$42,500.00	\$21,250.00	\$106,250.00
Audiology Supports	\$ 0.00	\$524,394.00	\$459,362.00	\$233,039.00	\$1,216,795.00
Supplement (Set-Aside)	\$ 0.00	\$200,000.00	\$400,000.00	\$262,055.28	\$862,055.28
Staff Retention Supplemental	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00	\$ 0.00
Total Grant NTE Amount	\$8,737,660.00	\$9,886,664.00	\$13,726,512.84	\$11,033,398.16	\$43,646,290.28

3. **EXHIBIT B-2 FUNDING , 2023-2025 Budget and Disbursement is added in its entirety and incorporated herein.**

**2023-2025 Budget and Disbursement Schedule
(July 1, 2023 – June 30, 2025)**

- a. From July 1, 2023, to June 30, 2025, Agency shall pay Grantee as described in the following table, contingent upon Grantee's submission of detailed invoices to Agency, and contingent upon Grantee's submission of the required documents to Agency as specified in the table below.
- b. Grantee may be reimbursed for indirect or administrative costs, as a percentage of the Grant Funds disbursed under this Grant, in an amount that does not exceed Grantee's federally approved rate at the time the cost was incurred. The rates described in this paragraph override any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS").
- c. It is anticipated that Agency will receive additional Federal funds Quarters 5 through 8. If available, additional Federal Funds will be added to this Agreement by amendment. The amount of federal funds disbursed under this Agreement shall not exceed the overall amount of federal funds received by Agency for this Agreement.
- d. If additional Federal Funds are allocated and added to this Agreement by amendment for Quarters 5 through 8, Grantee shall meet with Agency to determine the appropriate use and allocation of the additional funds.

ODE GRANT 11048 – Regional Inclusive Services 2023-25

Deliverable Due Date	GENERAL FUNDS	IDEA *Federal Funds	Audiology *Federal Funds	TBI *Federal Funds	TYPE OF REPORT DUE
July 1, 2023	\$1,064,995.40	\$ 0.00	NA	NA	<ul style="list-style-type: none"> - 2023-25 Biennium Budget - Budget for 23 – 24 - Indirect Cost calculation 23-24 - Local subcontract agreements - Copies of Subcontract Agreements approved by Agency PER Section 29 (due at execution of Agreement)
October 20, 2023	\$699,854.12	\$1,173,355.29	\$58,259.75	\$5,312.50	<ul style="list-style-type: none"> - July – Sept 2023 Expenditure Report - Service Plan - LRAC meeting minutes
January 20, 2024	\$425,998.16	\$1,173,355.29	\$58,259.75	\$5,312.50	<ul style="list-style-type: none"> - Special Education Child Count Dec 1 - Oct – Dec 2023 Expenditure Report - LRAC Meeting Minutes
April 20, 2024	\$425,998.16	\$1,173,355.29	\$58,259.75	\$5,312.50	<ul style="list-style-type: none"> - Jan – March 2024 Expenditure Report - LRAC Meeting Minutes
July 20, 2024	\$425,998.16	\$1,173,355.29	\$58,259.75	\$5,312.50	April – June 2024 Expenditure Report
October 20, 2024	\$760,711.00	TBD	TBD	TBD	<ul style="list-style-type: none"> - Revised Budget to include 24 – 25 Federal Funds - July – Sept 2024 Expenditure Report - LRAC meeting minutes
January 20, 2025	\$760,711.00	TBD	TBD	TBD	<ul style="list-style-type: none"> - Special Education Child Count Dec 1 - Oct – Dec 2024 Expenditure Report - LRAC meeting minutes
April 20, 2025	\$760,711.00	TBD	TBD	TBD	<ul style="list-style-type: none"> - Jan – March 2025 Expenditure Report - LRAC meeting minutes
June 30, 2025	\$760,711.00	TBD	TBD	TBD	<ul style="list-style-type: none"> - April – June 2025 Expenditure Report - Annual Federal Expenditure Report - Final Expenditure Report for 23 - 25
Total	\$6,085,688.00	\$4,693,421.16	\$233,039.00	\$21,250.00	
Maximum Not to Exceed Funding 2017 - 2019					\$8,737,660.00
Maximum Not to Exceed Funding 2019 - 2021					\$9,886,664.00
Maximum Not to Exceed Funding 2021 - 2023					\$13,726,512.84
Maximum Not to Exceed Funding 2023 - 2025					\$11,033,398.16
Total Maximum Not to Exceed Funds (TOTAL AGREEMENT AMOUNT) 2017 - 2025					\$43,646,290.28

***Federal Funds available up to the maximum amount per quarter plus any unspent funds from prior quarters.**

***Federal Funds for 2024-25 will be added per Amendment.**

4. **Exhibit D-2 (Federal Award Identification) of the Grant, as attached, is amended, incorporated by reference, and effective as of the Amendment Effective Date.**

Except as expressly amended above, all other terms and conditions of the Grant are still in full force and effect. Grantee certifies that the representations, warranties and certifications contained in the Grant are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS REINSTATEMENT AND AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Reinstatement and Amendment 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 Reinstatement and Amendment, 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 Reinstatement and Amendment as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: _____
Contracting Officer

Date

Northwest Regional Education Service District

By: _____
Authorized Signature

Date

Printed Name

Title

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Kevin Gleim via email _____
Assistant Attorney General

02/26/2024 _____
Date

EXHIBIT D-2 FEDERAL AWARD IDENTIFICATION (Required by 2 CFR 200.332(a)(1))

1. Grantee Name: (must match UEI registration)	Northwest Regional Education Service District
2. Grantee’s Unique Entity Identifier:	RULKA5TELTS4
3. Agreement period of performance start and end dates:	From: July 1, 2017 To: June 30, 2025
4. Total amount of federal funds obligated by this Agreement:	\$4,693,421.16
5. Total Amount of federal funds obligated to the Grantee by the pass-through entity including this Agreement:	On file with Agency
6. Name of pass-through entity, and contact information for awarding official of the pass-through entity:	
(a) Name of pass-through entity:	Oregon Department of Education
(b) Contact Information for awarding official of the pass-through entity:	Kai Turner, Assistant Superintendent Kai.turner@ode.oregon.gov

1. Federal Award:	
(a) Federal Award Identification Number (FAIN):	H027A230095
(b) Federal Award Date:	7/1/2023 – 9/30/2024
(c) Total Amount of Federal Award committed to the Grantee by the pass-through entity:	\$4,356,284.80
(d) Federal Awarding Agency:	US Department of Education
(e) Federal Award Project Description:	State Grant – B (611)
(f) CFDA Number and Name:	84.027A, Individuals with Disabilities Education Act – Preschool Grants
Amount:	\$54,509,725.00
(g) Indirect Cost Rate:	Agency approved federally negotiated rate at the time of the expenditure.
(h) Is Award Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

2. Federal Award:	
(a) Federal Award Identification Number (FAIN):	H173A230100
(b) Federal Award Date:	7/1/2023 – 9/30/2024
(c) Total Amount of Federal Award committed to the Grantee by the pass-through entity:	\$75,081.08
(d) Federal Awarding Agency:	US Department of Education
(e) Federal Award Project Description:	State Grant - Part B Preschool (619)
(f) CFDA Number and Name:	84.173A, Individuals with Disabilities Education Act – Preschool Grants
Amount:	\$4,257,895.00
(g) Indirect Cost Rate:	Agency approved federally negotiated rate at the time of the expenditure.
(h) Is Award Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



Northwest Regional Education Service District

March 12, 2024

TO: Board of Directors
FR: Cathy Jensen, Executive Director K-12 Special Education
RE: Approval of Long Term Care and Treatment (LTCT) Grant Agreement No. 35389

EXPLANATION:

The Oregon Department of Education contracts with NWRESD to provide educational services to students residing at St. Mary's Home for Boys. Under this agreement, NWRESD provides six classrooms at Levi Anderson Learning Center (LALC), serving approximately 40-60 resident students in grades 6-12. These students attend classes alongside approximately 35 students placed into the educational program by school districts through a slot purchase process. Altogether, LALC has capacity for up to 100 students.

PRESENTER(S):

Cathy Jensen

SUPPLEMENTARY MATERIALS:

[LTCT IGA No. 35389](#)

RECOMMENDATION:

To approve the LTCT IGA #35389 totalling \$1,933,683.53 as presented.

PROPOSED MOTION:

"I move to approve LTCT IGA #35389 totalling \$1,933,683.53 as presented."

STATE OF OREGON GRANT AGREEMENT

Grant No. 35389

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and North West Regional Education School District, institution number 2230 (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to ORS 343.961(2) and ORS 327.023(4), Agency is authorized to provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this Grant is to provide funding to Grantee to provide an Education Program to school-aged youth placed within long term care and treatment facilities.

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:

Sam Ko, Education Specialist
255 Capitol St. NE, Salem, OR 97310
503-931-4103
sam.ko@ode.oregon.gov

4.2 Grantee’s Grant Manager is:

Lisa Bates
5825 NE Ray Cir, Hillsboro, OR 97124
503-259-3123
LBates@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 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 Grant Funds for the Project as identified in the table below (“Grant Funds”). Agency will pay the Grant Funds from moneys appropriated by the Oregon legislature (“State Funds”) and U.S. Department of Education Individuals with Disabilities Education Act (IDEA) Special Education Federal Funds (each a “Funding Source”):

Fiscal Year	State Funds	Federal Funds		Total
		IDEA	Title ID	
7/1/2023 – 6/30/2024	\$1,615,623.61	\$72,293.63	\$245,766.29	\$1,933,683.53
7/1/2024 – 6/30/2025	TBD	TBD	TBD	TBD
Maximum Grant Amount				\$1,933,683.53

Subject to Agency’s receipt of adequate funding, appropriations, limitations, allotments, or other expenditure authority, Agency may authorize Grantee to carry over unexpended funds to a subsequent Fiscal Year.

If available and authorized for the 2024-2025 Fiscal Year, Agency will add additional funds to this Grant by written amendment providing for additional funding for continued Project activities as described in Exhibit A. Grantee’s continued obligations to perform the Project during the 2024-25 Fiscal Year shall be contingent upon the addition of funding for such Fiscal Year (Quarters 5-8) as described in Exhibit A.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any

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

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

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

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

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

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

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 school 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.600-628. 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 or contractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Confidential Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300, or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State

of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.

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

SECTION 12: INSURANCE

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

SECTION 13: GOVERNING LAW; JURISDICTION

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

United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 15: DEFAULT

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

15.1.1 Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Grant;

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

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

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

SECTION 16: REMEDIES

16.1 Agency Remedies. In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or

withholding payment for Project activities or materials that are deficient or for which Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant ,or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended 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 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.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state, and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency, and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.**
- 19.11.1** Grantee may not enter into any subgrants for any of the Project activities required of Grantee under this Grant.
- 19.11.2** Grantee may not, without Agency's prior written consent, enter into any contracts for any

of the Project activities required of Grantee under this Grant. Agency's consent to any contract will not relieve Grantee of any of its duties or obligations under this Grant.

19.12 Time of the Essence. Time is of the essence in Grantee's performance of the Project activities under this Grant.

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

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

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

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

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

SECTION 20: SIGNATURES

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

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

STATE OF OREGON acting by and through its Department of Education

By: _____
Contracting Officer Date _____

Grantee

By: _____
Authorized Signature Date _____

Printed Name Title _____

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

Kevin Gleim – Via Email and on file with Agency February 9, 2024
Assistant Attorney General Date

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EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

Agency, pursuant to ORS 343.961(2) and ORS 327.023(4), provides moneys for payment of the costs of education of Students in Eligible Day Treatment Programs and Eligible Residential Treatment Programs.

The Grantee is responsible for evaluation of a child to determine eligibility of that child to receive Special Education and related services in an Eligible Day Treatment Program or Eligible Residential Treatment Program. The location of the Eligible Day Treatment Program or Eligible Residential Treatment Program must be within the Grantee's school district, as defined under ORS 343.961. The Grantee may provide the Education Program directly or through another school district or an education service district in accordance with ORS 343.961.

Agency is responsible for payment of the education costs received by children placed in an Eligible Day Treatment Program or Eligible Residential Program.

There are 30 facilities in Oregon whose educational programs are funded through the Agency. The size of these programs vary greatly in the number of youth served. Many factors go into placement and treatment decisions, and those decisions determine the length of a child's stay.

The purpose of this Grant is to provide funding to Grantee to provide a public Education Program to children placed within an Eligible Day Treatment Program or Eligible Resident Treatment Program.

SECTION II. PROJECT DEFINITIONS

"Academic Content Standards" means expectations of Student knowledge and skills adopted by the State Board of Education under ORS 329.045.

"Education Plan" means a formalized plan and process in which a Student identifies their academic, personal and career interests, which helps the Student to connect school activities with their post-high school goals and consists of the following components: (a) describes personal, educational, and career interests; (b) describes personal, educational, and career goals (short-term and long-term); (c) identifies "next steps" requirements following high school completion and steps for successful transition: 2-year, 4-year college or university, career training program, apprenticeship, workforce, military; and (d) plans for courses and learning experiences that support the Student's interests and goals, including: opportunities for meeting academic standards, essential skills, technical knowledge and skills, extended application, and participation in career-related learning experiences.

"Education Profile" means the documentation of a Student's academic achievement and progress toward their graduation requirement post-high school goals and other personal accomplishments identified in their Education Plan, and consists of: (a) documentation of personal progress and achievement toward academic standards, credit requirements, essential skills; career-related learning experiences and extended application; (b) a record of personal

awards, accomplishments, experiences, and skills and (c) status on personal, educational, and career goals.

"Education Program" means activities which provide a public education to preschool or school-aged children placed by a public entity, private entity or by the child's parent in an Eligible Day Treatment Program or an Eligible Residential Treatment Program. The Education Program must meet the Oregon's Academic content Standards found at the following link:

<https://www.oregon.gov/ode/educator-resources/standards/Pages/default.aspx>.

"Eligible Day Treatment Program" has the definition found in ORS 343.961(1)(b).

"Eligible Residential Treatment Program" has the definition found in ORS 343.961(1)(c)(A).

"Individualized Education Plan" or "IEP" means a written statement of an educational program for a school-aged child experiencing disability that is developed, reviewed, revised, and implemented in accordance with criteria established by rules of the State Board of Education for each child eligible for special education.

"Individualized Family Service Plan" or "IFSP" means a written plan of early childhood Special Education, related services, early intervention services and other services developed in accordance with criteria established by rules of the State Board of Education for each child eligible for services under ORS 343.

"Instruction" means preparation of curriculum, assessment and direction of learning in class, in small groups, in individual situations, online, in the library and in guidance and counseling, including the provision of related services to a child identified as a child with a disability as well as supporting the achievement of the goals and outcomes in a Student's IFSP.

"Special Education" means specially designed instruction provided at no cost to parents to meet the unique needs of a child with a disability.

"State Board of Education" is the public body established under ORS 326.021 that sets standards and policies for public schools, from kindergarten through grade twelve, in the State.

"Student" means a child placed in an Eligible Day Treatment Program or Eligible Residential Treatment Program by a public entity or by the child's parent, receiving Instruction through the Education Program provided under this Grant.

SECTION III. PROJECT ACTIVITIES

Grantee shall:

1. Provide an Education Program for all Students at Levi Anderson Learning Center (the "Facility"); institution identification number 1167 who are eligible to participate in the Education Program under OAR Chapter 581, Division 22 (Standards for Public Elementary and Secondary Schools) or OAR Chapter 581, Division 15 (Special Education) to the extent it is not inconsistent with the Individuals with Disabilities Education Improvement Act (IDEA 2004), and implementing

provisions of IDEA 2004, and all state and federal statutes and regulations referenced therein. Grantee shall promptly admit all Students described in this paragraph to the Education Program regardless of whether complete Student information is available at the time of enrollment.

LTCT School	Institution Identification #
Levi Anderson Learning Center	1167

2. Prepare and submit to Agency a budget that includes planned expenses for all Project activities the “Budget”. Grantee shall not receive any initial payments or reimbursements for Project activities identified in this Grant unless and until Agency has approved the Budget in writing.

Once Agency approves the Budget, Grantee may adjust amounts shown for each Budget category or line item shown in the Budget by up to and including 10% or \$25,000, whichever is less, without the prior written consent of Agency’s Grant Manager, as long as the total amount expended does not exceed the Maximum Grant Amount identified in Section 6 of this Grant. Adjustments to a Budget category or line item that exceed 10% or \$25,000 (whichever is less) of the value of that budget category or line item, such adjustments shall require prior approval by Agency Grant Manager. Any adjustment that results in an increase to the Maximum Grant Amount may only be done by formal amendment to this Grant.

3. Be responsible for the development and delivery of the entire Education Program in accordance with all applicable laws, standards, and sound educational practice.

The Education Program provided by Grantee must include, but is not limited to, the following:

- (a) Ensure the Education Program maintains and complies with accreditation requirements for Cognia or other accrediting body approved by Agency or is associated with an accredited high school program with the goal of long-term Students earning credits from the accredited high school program; and if a Student has met the graduation requirements, the accredited high school program will award a high school diploma to the Student;
- (b) Ensure each Student is working towards career and vocational goals for the Student’s re-entry into the community;
- (c) Meet the individual education needs of all Students;
- (d) Provide all Students with educational services in a manner that complies with all applicable laws, standards, and sound educational practices, including any IEPs that may be in effect;
- (e) Provide all Students the opportunity to be educated in the least restrictive environment possible, consistent with security and safety requirements and procedures of the Facility;
- (f) Not allow for the suspension or expulsion of Students;

- (g) Place all Students upon initial admission or upon re-admission to the Facility immediately into the Education Program;
 - (h) Evaluate Student to determine Student's eligibility to receive Special Education and related services;
 - (i) Inform the Facility, in advance, of any intent to present any learning activities in the classroom dealing with violence, suicide, or sexual content. Upon request by the Facility, any Student will be excused from such learning activities if the Facility determines the activity may harm the Student or adversely affect the Student's treatment;
 - (j) Provide Instruction in each classroom by an assigned teacher licensed by the Oregon Teachers Standards and Practices Commission (TSPC). Grantee shall assign a Special Education teacher to provide Special Education services to the Students at the Facility.
 - (k) Provide each Student the opportunity to develop an Education Plan and build an Education Profile that assists the Student in pursuant of his or her personal, educational, and career interests and post-high school goals. The Education Plan and Education Profile shall be supported by a comprehensive guidance program written to address essential skills, and the four interrelated Student developmental domains: academic, career, social/emotional, and community involvement. Grantee shall review and update each Students Education Plan and Profile periodically (at least annually);
 - (l) In addition to the requirements of Section 19.13, comply with OAR Chapter 166 Division 400.
4. Ensure the schedule of educational Instruction takes into account and accommodates, to the extent practicable, the needs of an efficient Education Program and the needs of the Facility. The schedule must:
- (a) Meet the requirements of OAR 581-022-2320 where Grade 12 have 966 hours, Grades 9-11 have 990 hours, and Grades pre-K-8 have 900 hours;
 - (b) Ensure that each instructional day has at least 5½ hours of Student contact time. In addition, up to one afternoon per week may be added to instructional time, as needed, for Special Education Team and Multi-Disciplinary Team (MDT) meetings;
 - (c) Unless approved by Agency, in writing, Grantee will not schedule ½ days of Instruction;
 - (d) The Instruction schedule may not contain more than 10 consecutive weekdays without classroom Instruction for all Students; and
 - (e) In the event of extraordinary conditions, Grantee will meet the instructional time and educational services requirements, as outlined in this Grant by using multiple modalities with Agency approval.

5. When requested by Agency, utilize an Agency-provided assessment tool to assess each Student for achievement levels in math and reading. Grantee shall report scores in a student information system, and report data to Agency for inclusion in overall education system data reporting.
6. Require and ensure Grantee staff, as mandatory reporters of child abuse, implement the applicable district policies regarding reports to the Oregon Department of Human Services, report suspected child abuse to the school administrator, and report suspected child abuse to the Facility director (or designee). Grantee shall ensure all contractors comply with and carry out policies with regard to reporting suspected child abuse.
7. Require and ensure all staff performing under this Grant attend any required trainings or meetings as directed by the Agency.
8. Consistent with all applicable statues and regulations, notify the Facility director (or designee) if a candidate for any position of responsibility within the Facility or any current employee assigned any position of responsibility within the Facility under this Grant is the subject of a criminal investigation or has a criminal record.
9. Make available its lead educational administrator, for a period of not to exceed 16 hours, for consultation for successor to the Grantee if this Grant is not extended beyond the Grant Performance Period, or if a new agreement is executed before the end of the Grant Performance Period. The Agency will reimburse Grantee for time of the lead educational administrator at an amount comparable to two days or 16 hours of the current salary of the lead educational administrator.
10. Participate and fulfill all monitoring requirements related to federal and state requirements, such as the System Performance Review & Improvement (SPR&I) for Special Education.
11. Maintain all demographic, academic, and Special Education data, including submission of annual Special Education data.
12. Report Student enrollment average daily membership data (ADM) to the Agency Grant Manager. Grantee shall not include Students on its ADM roster for its district.
13. Ensure the Education Program staff comply with all Facility requirements regarding safety and security.
14. Ensure the Education Program is developed and implemented in conjunction and cooperation with the Facility's care and treatment program and require and ensure the Instruction does not replace therapeutic or other activities that are normally part of the care or treatment program.
15. Submit to Agency Grant Manager, using the template provided by Agency, a Title ID Consolidated School Performance Report ("CSPR") each year of the Performance Period. The data collected from the CSPR must show the following:
 - (a) Any increase from the previous year in the number or percentage of long-germ Students who have earned high-school credits; and

(b) The number or percentage of long-term Students who have improved in the areas of reading and math post-tests.

16. Ensure Title ID funded programs have a transition coordinator assigned to the Education Program.
17. In conjunction with the Facility, develop protocols for establishing areas of responsibility in the operation of the Education Program to include any misconduct and administrative investigations. Upon Agency request, Grantee shall provide a copy of the protocols to the Agency Grant Manager.
18. Develop and adhere to policies and procedures regarding:
 - (a) Awarding of credits and diplomas;
 - (b) Notification to parents/guardians of Student progress;
 - (c) Placement of Students into courses; and
 - (d) Review of report card and transcripts.
19. Collaborate and participate with Agency in site visits.
20. Seek Agency's prior written approval before using Grant Funds to purchase any assets or property (whether tangible or intangible) with a single acquisition cost of more than \$5,000 and a useful life of more than one year and comply with the following requirements:
 - (a) Any replacement of the equipment must be approved by Agency;
 - (b) Ensure adequate safeguards against loss, damage, or theft;
 - (c) Keep an inventory of all equipment which includes: (i) description of the equipment; (ii) serial or identification number; (iii) source of funding for the equipment; (iv) title holder; (v) acquisition date; (vi) cost; (vii) percentage of federal participation in acquisition costs; (viii) location; (ix) use and condition; and (x) ultimate disposition

Unless otherwise agreed to by Agency, the equipment can only be used in the Education Program for which it was acquired for no less than five years after termination of the Grant. In addition to provisions described in Section 19.5 of this Grant, this provision shall survive termination of this Grant.

21. In addition to the Services outlined above, submit to Agency's Grant Manager the required documents listed by the due date identified in Section IV of this Exhibit A. The following is a list of forms provided to Grantee by Agency for payment or requests and reporting purposes:
 - Budget template (required use)
 - Expenditure report template (required use)
 - Annual federal expense report (required use)

- Title ID Consolidation School Performance Report (CSPR) (required use)
- Title ID child count (required use)
- Payment or reimbursement request invoice template(optional)

SECTION IV. DISBURSEMENT SCHEDULE & REPORTING REQUIREMENTS

Agency will disburse Grant Funds to Grantee up to the maximum amount allowed by each quarter as described in the table below (the “Quarterly Maximum”):

QUARTER	STATE FUNDS	FEDERAL FUNDS		REPORT	DUE DATE
		IDEA	Title ID		
Initial disbursement (if requested by Grantee)	\$323,124.72			<ul style="list-style-type: none"> • 2023-24 Budget • Requests for Agency consent to contract (if any) 	Within 30 days of Executed Date
Quarter 1	\$323,124.72	\$18,073.41	\$61,441.57	<ul style="list-style-type: none"> • Jul-Sep expenditure report • Documentation of Accreditation or relationship with another Accredited educational institution 	Oct 20, 2023
				<ul style="list-style-type: none"> • Title ID CSPR • Title ID child count 	Dec 1, 2023
Quarter 2	\$323,124.72	\$18,073.41	\$61,441.57	<ul style="list-style-type: none"> • Oct-Dec expenditure report 	Jan 20, 2024
Quarter 3	\$323,124.72	\$18,073.41	\$61,441.57	<ul style="list-style-type: none"> • Jan-Mar expenditure report 	Apr 20, 2024
Quarter 4	\$323,124.72	\$18,073.41	\$61,441.57	<ul style="list-style-type: none"> • Apr-Jun expenditure report • 2024-25 Budget • Annual federal expenditure report for 2023-24 	July 20, 2024
Quarter 5	TBD	TBD	TBD	<ul style="list-style-type: none"> • Jul-Sep expenditure report • 2023-25 Interagency Agreement between Grantee and Facility of Mental Health Provider 	Oct 20, 2024
				<ul style="list-style-type: none"> • Title ID CSPR • Title ID child count 	Dec 1, 2024

QUARTER	STATE FUNDS	FEDERAL FUNDS		REPORT	DUE DATE
		IDEA	Title ID		
Quarter 6	TBD	TBD	TBD	• Oct-Dec expenditure report	Jan 20, 2025
Quarter 7	TBD	TBD	TBD	• Jan-Mar expenditure report	Apr 20, 2025
Quarter 8	TBD	TBD	TBD	• Apr-Jun final expenditure report • Equipment inventory list • Annual federal expenditure report for 2024-25	Within 45 days from Grant expiration date

The Parties agree and acknowledge that funding for Quarters 5 through 8 is anticipated but remains contingent on further legislative action. The Parties shall execute a further amendment to add such funds, once available. Grantee’s obligation to meet Project requirements for Quarters 5 through 8 shall be contingent on the execution of such an amendment to fund the Project for Quarters 5 through 8 of this Grant prior to December 31, 2024.

Agency reserves the right and intends, if necessary, to develop mutually acceptable amendments to this Grant if there are significant changes to the Project. The changes may include, but are not limited to: delivery service requirements, increase or decreases in the number of Students served, level of services required or provided, actual expenditures as compared with budgeted expenditures as reported in the quarterly and final expenditure reports, or other circumstances that cause Agency to reasonably consider changes in the Maximum Grant Amount.

If the Performance Period begins prior to the Executed Date of this Grant, any reports for Project activities shown above as due prior to the Executed Date, shall be provided to Grantee 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.

The following is a list of forms provided to Grantee by Agency for payment or reimbursement requests and reporting purposes; which are hereby incorporated by reference herein:

- Budget template (required use)
- Expenditure report template (required use)
- Annual federal expense report (required use)
- Title ID Consolidation School Performance Report (CSPR) (required use)
- Title ID child count (required use)
- Payment or reimbursement request (optional)

SECTION V. ALLOWABLE COSTS

1. Allowable Costs that are eligible for payment or reimbursement from Grant Funds include:
 - Compensation of employees for time devoted and identified specifically to the Education Program;
 - Travel costs. Mileage costs must not exceed the rates established by the General Services Administration (“GSA”) at the time of travel. GSA rates are available on the Internet at: <https://www.gsa.gov/travel-resources>;
 - Costs of materials acquired, consumed, or expended specifically for the purpose of the Education Program;
 - Equipment and other capital outlays approved by Agency included in the Budget on file with Agency Grant Manager;
 - Payment to contractor used by Grantee to carry out the Education Program (if any); and
 - Indirect costs such as administrative overhead (subject to the limitation below) incurred to carry out the Education Program.

2. Allowable Costs do not include:
 - Compensation of Grantee’s superintendent or other chief administrative officer; and
 - Student transportation, care, treatment, or medical expenses.

SECTION VI. DISBURSEMENT PROVISIONS

1. Each quarter, Grantee may submit a request for payment either of the full Quarterly Maximum for the relevant quarter or may submit a request for reimbursement from Agency, up to Quarterly Maximum, of the Grantee’s actual expenditures; provided, however, if Grantee requests payment on a reimbursement basis, and Grantee has not requested the full Quarterly Maximum, Grantee may request any remaining amount of the Quarterly Maximum be disbursed in the subsequent quarter; and provided, further, if Grantee opts to request payments of the Quarterly Maximum each quarter, Grantee may use unexpended funds from the previous quarter in the subsequent quarter. Agency may, at its discretion, adjust the Quarterly Maximum amounts based on Grantee’s quarterly expenditure reports; however, any such adjustments must be done through an amendment in accordance with Section 19.3.
2. Grantee must provide expenditure reports based on the expenditures for the previous quarter.
3. To processed for payment, Grantee must send payment or reimbursement requests and supporting documentation to Agency via email to: ODE.OSS-Invoices@ode.oregon.gov.
4. Grantee may submit payment or reimbursement requests on Agency’s provided template or on Grantee’s own form. If Grantee elects to submit requests on its own form, the request must include all the information on the Agency’s template.

5. Grantee shall provide additional information or further detail about its expenditures upon Agency's request.
6. Agency will disburse Grant Funds only after Agency's receipt, review and approval of a detailed payment or reimbursement request and any documents required by Agency under Section IV or this Exhibit A.
7. Based upon the information contained in the final expenditure report, Agency shall determine any amounts remaining to be disbursed to Grantee or any amounts owed by Grantee to Agency. Agency shall either disburse Grant Funds to Grantee for the remaining Project costs incurred up to the Maximum Grant Amount or shall invoice Grantee for amounts Agency has provided to Grantee in excess of Grantee's incurred costs.

SECTION VII. ACCESSIBILITY

Worldwide Web Accessibility. If, as part of the Project, Grantee develops data or information that will be displayed or accessed through an Agency public website or world-wide web application (the "Content"), Grantee must comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), and provide individuals with disabilities access to and use of the Content in the website or application that is comparable to the access provided to individuals without disabilities. Grantee must design and format Content that meets at least the following standards, including as the standards are updated or replaced by subsequent versions (collectively, "Mandatory Standard"):

- The Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0;
- The World Wide Web Consortium's (W3C's) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA for web content, including as each is updated (Mandatory Standard);
- The web accessibility evaluation tool (WAVE), found at: <http://wave.webaim.org/extension/>
- Content to be posted on the web must adhere to: https://www.webaccessibility.com/best_practices.php
- PDF files must comply with: <http://webaim.org/techniques/acrobat/>
- Word files must comply with: <http://webaim.org/techniques/word/>
- PPT files must comply with: <http://webaim.org/techniques/powerpoint/>
- Excel files must comply with: https://www.webaccessibility.com/best_practices.php?technology_platform_id=215

Testing. Grantee must test all Content prior to submission to Agency to ensure it meets the Mandatory Standard. Agency will test the website or application to validate the Content meets the Mandatory Standard, including a manual validation review of the Content against the current W3 Checklist for Web Content Accessibility (link included for reference: <https://www.w3.org/TR/1999/WAI-WEBCONTENT-19990505/full-checklist.pdf>). If the Content fails the testing, Agency will notify Grantee and Grantee must remedy any deficiencies as provided in Section 7.1.3 of this Grant. If Agency

determines that previously accepted Content does not meet the Mandatory Standard, Agency may issue a written notice to Grantee to remove the Content. Grantee must remove Content identified in any such notice within 3 calendar days and take other corrective action specified in the notice.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee’s expense, and require its first tier contractors, 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, 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 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 contractors comply with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee must also obtain employers' liability insurance coverage with limits not less than \$500,000 per accident. If Grantee is an employer subject to any other state’s workers’ compensation law, Grantee must provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000, and must require and ensure that each of its out-of-state contractors comply with these requirements.

COMMERCIAL GENERAL LIABILITY

Required **Not required**

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

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Automobile liability insurance covering Grantee’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and

property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required **Not required**

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee’s contractors, agents, officers, or employees in an amount not less than \$2,000,000 per claim. Annual aggregate limit may not be less than \$4,000,000. 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.

DIRECTORS, OFFICERS, AND ORGANIZATION LIABILITY

Required **Not required**

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

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required **Not required**

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

EXCESS/UMBRELLA INSURANCE

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

ADDITIONAL INSURED

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

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors waive, rights of subrogation which Grantee, Grantee's first tier contractors, 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 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, 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, (ii) termination or expiration 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 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: ode.insurance@ode.oregon.gov or by mail to: Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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

EXHIBIT C FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

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

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

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

Grantee is a subrecipient Grantee is a contractor Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 84.027A and 84.013A.

2. FEDERAL PROVISIONS

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

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

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

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

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

For purposes of these provisions, the following definitions apply:

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

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$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 effected and the basis for settlement.

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to

work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

(J) See §200.322 Procurement of recovered materials: https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=92b159d8a4db712007ed9d36214ee0ec&mc=true&n=pt2.1.200&r=P ART&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 subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

3. ADDITIONAL FEDERAL REQUIREMENTS

FERPA.

The Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g, applies to education records of individual Students held by the Agency. If Grantee has access to personally identifiable education records, shall not disclose them to anyone, and upon completion of the Education Program and expiration of the Grant Period, Grantee shall destroy the records. Grantee shall comply with all applicable statutes and rules related to FERPA and education records.

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.”

Federal Funding Accountability and Transparency Act (FFATA).

FFATA is designed to increase transparency and improve the public’s access to Federal government information. To this end, FFATA requires that data be reported for all new Federal grants funded at \$25,000 that meet the reporting conditions set forth within the Performance Period of this Grant and that are awarded on or after October 1, 2010. Grantee data and executive compensations data for Grantee must be reported to Agency.

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 shall 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, 2018.

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.

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 shall:
 - 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 this Grant. When planning to use Grant Funds for attending a meeting or conference, Grantee shall 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 this Grant.
4. Grantee may not use Grant Funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business. A working lunch is an example of a cost for food that might be allowable if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference to achieve the goals and objectives of this Grant.
5. A meeting or conference hosted by Grantee and charged to this Grant may not be promoted as a U.S. Department of Education conference. This means the seal of the U.S. Department of Education must not be used on conference materials or signage without Agency approval.

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

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

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

EXHIBIT D

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

(i) Grantee name: <i>(must match name associated with UEI)</i>	NW Regional School District
(ii) Grantee’s Unique Entity Identifier (UEI):	RULKA5TEELTS4
(iii) Federal Award Identification Number (FAIN):	H027A230095
(iv) Federal award date: <i>(date of award to state by federal agency)</i>	July 1, 2023
(v) Grant period of performance start and end dates:	Start: July 1, 2023 End: September 30, 2025
(vi) Grant budget period start and end dates:	Start: July 1, 2023 End: September 30, 2025
(vii) Amount of federal funds obligated by this Grant:	\$72,293.63
(viii) Total* amount of federal funds obligated to Grantee by pass-through entity**, including this Grant:	Detail at Agency
(ix) Total* amount of the federal award committed to Grantee by pass-through entity: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	Detail at Agency
(x) Federal award project description:	STATE GRANT – B (611)
(xi) a. Federal awarding agency:	U.S. Department of Education
b. Name of pass-through entity:	Oregon Department of Education
c. Contact information for awarding official of pass-through entity:	Name: Sam Ko Email: sam.ko@state.or.us
(xii) Assistance listings number, title, and amount:	Number: 84.027A Title: SPECIAL EDUCATION – GRANTS TO STATES Amount: \$54,509,725.00
(xiii) Is federal award research and development:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award:	The federally-approved rate at the time the cost was incurred
b. Is the de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

*The total amount is limited to the current state fiscal year (July 1 to June 30).
 **The term “pass-through entity” refers to the State of Oregon, acting through its Department of Education.

(i) Grantee name: <i>(must match name associated with UEI)</i>	NW Regional School District
(ii) Grantee’s Unique Entity Identifier (UEI):	RULKA5TELT54
(iii) Federal Award Identification Number (FAIN):	S013A210037 Title
(iv) Federal award date: <i>(date of award to state by federal agency)</i>	July 1, 2023
(v) Grant period of performance start and end dates:	Start: July 1, 2023 End: June 30, 2024
(vi) Grant budget period start and end dates:	Start: July 1, 2023 End: June 30, 2024
(vii) Amount of federal funds obligated by this Grant:	\$245,766.29
(viii) Total* amount of federal funds obligated to Grantee by pass-through entity**, including this Grant:	Detail at Agency
(ix) Total* amount of the federal award committed to Grantee by pass-through entity: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	Detail at Agency
(x) Federal award project description:	Neglected and Delinquent
(xi) a. Federal awarding agency:	U.S. Department of Education
b. Name of pass-through entity:	Oregon Department of Education
c. Contact information for awarding official of pass-through entity:	Name: Sam Ko Email: sam.ko@state.or.us
(xii) Assistance listings number, title, and amount:	Number: 84.013A Title: Title I Program for neglected and Delinquent Children Amount: \$1,799,016.00
(xiii) Is federal award research and development:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award:	The federally-approved rate at the time the cost was incurred
b. Is the de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>



Northwest Regional Education Service District

March 12, 2024

TO: Board of Directors

FR: John Peplinski, Executive Director of Instructional Services

RE: SSA ESD Technical Assistance Grant Agreement #35365

EXPLANATION:

NWRESD has the opportunity to continue housing the Student Success Act (SSA) grant for the upcoming biennium, 2023-25 pursuant to the Student Success Act, codified in 2019. SSA has been a historic opportunity for Oregon schools rooted in equity, authentic community engagement, and shared accountability for student achievement to better support schools in meeting students mental and behavioral health needs, increasing academic achievement, and reducing academic disparities for students from historically underserved populations. The maximum grant funds detailed in the grant are \$8,388,525.51 for the two year period and include several strands such as; Statewide Education Initiative Account (SSA Technical Assistance), Every Day Matters, High School Success, Small and Rural Schools ESD Support, ESSA Title 1A, and Statewide Data Dashboard Maintenance funds.

PRESENTER(S):

John Peplinski, Executive Director of Instructional Services

SUPPLEMENTARY MATERIALS:

[ODE Grant 35365 - SSA TA](#)

RECOMMENDATION:

To approve the acceptance of the SSA TA grant as presented.

PROPOSED MOTION:

"I move to approve the acceptance of the SSA TA grant as presented."

STATE OF OREGON GRANT AGREEMENT

Grant No. 35365

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

SECTION 1: AUTHORITY

Pursuant to the “Student Success Act”, codified at 2019 Oregon Laws Chapter 122, Section 25 and as amended from time to time (the “Act”), ORS 327.254, HB 5014, OAR 581-020-0652 and PL 100-297 I-A Elementary & Secondary Education Act of 1965, as Amended by Every Student Succeeds Act, 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 (1) provide funding to education service districts (“ESD(s)”) to develop and implement a Comprehensive Support Plan (the “ESD Plan”) for the provision of technical assistance by the ESDs to school districts, charter schools, and Youth Correction Education Programs/Juvenile Education Programs (“Eligible Entities”), served by the ESD in their region and, (2) Maintain and support the existing Statewide Data Dashboard.

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:

Rachael Moser
255 Capital St NE Salem, OR 97310-0203
Rachael.moser@ode.oregon.gov

4.2 Grantee’s Grant Manager is:

Northwest Regional Education Service District
5825 NE Ray Cir
Hillsboro, OR 97124-6436
dgoldman@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 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 \$8,388,525.51 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its Statewide Education Initiatives Account , Every Day Matters (EDM) state funding, , Small and Rural Schools ESD Support state funding, High School Success (HSS) state funding and federal Every Student Succeeds Act (ESSA) federal funding (referred to as ESSA Partnerships) (“Funding Source”) as outlined in the table below:

Funding Source	Total Not to Exceed Amount
Statewide Education Initiatives Account	\$7,234,359.65
Every Day Matters	\$479,648.32
High School Success	\$57,017.54
Small and Rural Schools ESD Support	\$387,000.00
ESSA Title 1A	\$10,500.00
Statewide Data Dashboard (Maintenance and Support)	\$220,000.00
Total Maximum Not to Exceed	\$8,388,525.51

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

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

15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

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

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

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

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

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

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.

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 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 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 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 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. 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 Personal 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, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section).
- 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, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors 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.

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 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 or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 By Agency.** Agency may terminate this Grant as follows:

- 18.2.1** At Agency’s discretion, upon 30 days advance written notice to Grantee;
 - 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, 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 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, 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 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 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.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not subgrant. Grantee may not, without Agency's prior written consent, enter any contracts for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this

Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee’s performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as “Records.” Grantee acknowledges and agrees Agency and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

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

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

- This Grant less all exhibits
- Exhibit C (Federal Terms and Conditions)
- Exhibit A – The Project (ESD Comprehensive Support Plan Technical Assistance)
 - Exhibit A - Attachment 1 – ESSA Partnerships
 - Exhibit A - Attachment 2 - Liaison Roles and Attributes for Student Investment Account Support
 - Appendix 1 – Exhibit A
 - Exhibit A – Attachment 3 – Statewide Data Dashboard (Maintenance and Support)
- Exhibit B (Insurance)
- Exhibit D (Federal Award Identification)

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

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents

and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

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

STATE OF OREGON acting by and through its Department of Education

By: _____
Contracting Officer

Date

Northwest Regional Education Service District

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: via email _____
Kevin Gleim, Assistant Attorney General

2/26/2024 _____
Date

EXHIBIT A

THE PROJECT – ESD COMPREHENSIVE SUPPORT PLAN TECHNICAL ASSISTANCE

SECTION I – BACKGROUND

Signed into law in May of 2019, the Student Success Act (Act) is a historic opportunity for Oregon schools. The law is rooted in equity, authentic community engagement and shared accountability for student success.

The Act establishes the Student Investment Account (SIA) to provide Oregon school districts, eligible charter schools, and YCEPs/JDEPS, with access to non-competitive grant funds. The SIA program is embedded within the Integrated Plan (as defined below). Each Eligible Entity is required to work alongside educators, students, families and their community to develop a plan and outline priorities and activities that align to the allowable uses in the law.

The SIA grants are for two purposes:

1. Meeting students’ mental or behavioral health needs, and
2. Increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, Emerging Bilingual students, students experiencing poverty, homelessness, or foster care, and any other student groups that have historically experienced academic disparities.

Technical assistance to be provided by the ESD as outlined in the ESD Plan must build capacity in the region and may include support and training in developing, implementing, and reviewing Integrated Plans for the use of Agency grants as well as support and coordination between the Eligible Entities and the Agency for ongoing technical assistance and coaching.

Grantee shall determine the best staffing and makeup of support roles to various Agency funded initiatives at this time. This extends beyond the SIA and includes support for High School Success implementation, a redesign and focus on Every Day Matters (chronic absenteeism), renewed attention to Continuous Improvement Planning, providing supports to Small and Rural school districts and ongoing coordination with programs across the Agency. Grantee shall adhere to the ESD Plan in carrying out the activities of all components of this Grant Agreement, including this Exhibit A as well as Attachment 1, Attachment 2, and Appendix 1 to this Exhibit A.

SECTION II – PROJECT DEFINITIONS

“Act” means the “Student Success Act” codified at 2019 Oregon Laws Chapter 122, as amended from time to time, inclusive.

“ADM” or Average Daily Membership means the average number of students enrolled within a school or district each day over a specific time period.

“Administrative Cost” means the costs to administer this grant. Costs may include both non-personnel and personnel costs, such as rent, utilities, human resources and/or fiscal staff, that support the general operation of the activities within this grant.

“Allowable” means Costs of the Project incurred or to be expended by the Grantee that are used only for the purposes set forth in Exhibit A.

“Chronic Absenteeism” is defined as missing 10 percent or more of school days and severe chronic absenteeism as missing 20 percent or more of school days, including excused, unexcused, and discipline-related absences.

“Common Metrics” means the Five-Year Completion Rate, third-Grade Reading Proficiency Rate, Ninth-Grade On-Track Rate, Regular Attendance Rate, and Four-Year On-Time Graduation rate used by the Agency to measure the success of activities funded by the SIA.

“Comprehensive Supports for Intervention” or “CSI” are supports for schools that are in the bottom five percent of Title I schools for all students, or have a graduation rate of 67 percent or lower.

“Continuous Improvement Planning” or “CIP” is required by ORS 329.095 and requires all districts to develop and submit a plan that includes strategies designed to foster equitable learning outcomes for Oregon students.

“Costs of the Project” means Grantee’s actual costs that are reasonable, necessary and directly related to the Project Activities and are eligible or permitted uses of the Grant Funds under the Act.

“CTE-Perkins V” means the federal Perkins V legislation, Strengthening Career and Technical Education for the 21st. Century Act, which provides states and local education agencies with a critical framework to center equity within Career and Technical Education (CTE)

“ESD Comprehensive Support Plan” means the ESD Plan developed that includes the detail about the specific support and Technical Assistance the ESD will provide to Eligible Entities in the ESD region.

“ESD Integration Liaison(s)” or “Liaison” means employee(s) and/or consultant(s) hired by Grantee who are the single point(s) of contact and collaboration for Agency, the Grantee, and the Eligible Entities within the ESD region that Grantee serves.

“Every Day Matters” is an Oregon initiative focused on reducing chronic absenteeism through attention to student belonging and engagement.

“Every Student Succeeds Act” or “ESSA” or “ESSA Partnerships” requires the state to identify schools in need of support and provide additional grant-in-aid to fund evidence- based improvement strategies and provide technical assistance.

“Five-Year Completion Rate” has the meaning given in section 12(b) of the Act.

“Focal Student Groups” means students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, Emerging Bilingual students, students experiencing poverty, homelessness, or foster care, and any other student groups that have historically experienced academic disparities.

“Four-Year On-Time Graduation Rate” means the percentage of students who received a high school diploma or a modified diploma within four years of the student beginning the ninth grade.

“High School Success Act” or “High School Success” means an initiative passed in Oregon as Measure 98, which established a program focused on changing instructional practices and expending opportunities for grades 9-12.

“Integrated Guidance” means the integration of the following six programs: High School Success (HSS), Student Investment Account (SIA), Continuous Improvement Planning (CIP), Career and Technical Education-Perkins V (CTE), Every Day Matters (EDM), and Early Indicators Intervention Systems (EIS). Together operationally, the guidance creates opportunities to improve outcomes and learning conditions for students and educators. Working within existing state statutes and administrative rules, ODE developed a framework for success that meets the core purpose of each program while trying to create a stronger framework from which progress, long-term impact, and learning approach to monitoring and evaluation is a hallmark of high-performing educational systems.

“Integrated Plan” means the plan developed following the Integrated Guidance, which includes the six programs listed therein, which has a focus on increasing academic achievement by all students, reducing academic disparities for identified student groups, and meeting students’ mental and behavioral health needs in addition to other needs deemed important at each school, stated outcomes, strategies, and activities. The plan may only be adjusted with approval from ODE staff in order to align with the anticipated outcomes and approved by Agency.

“Integration Liaison Roles and Attributes ” means the Agency guidance document, attached as Exhibit A – Attachment 2, which describes the role and desired attributes for the ESD Integration Liaison.

“Local Optional Metrics” means additional Progress Markers toward the Common Metrics included in the Integrated Plan.

“Local Service Plan” means the plan developed by the ESD that details the scope of support and specific offerings that will be available to districts participating in the ESD.

“Longitudinal Performance Growth Targets” or “LPGTs” means the required Common Metrics and Local Optional Metrics, including targets related to student mental and behavioral health needs, required by the Student Investment Account Grant.

“Ninth-Grade On-Track Rate” has the meaning given in section 12(d) of the Act.

“Oregon Association of Education Service Districts” or “OAESD” means the association which serves as the parent organization for the Oregon ESD Support Network in order to ensure the equity of, and access to, educational opportunity for all of Oregon’s Children; utilize all Oregon ESDs in a coordinated and integrated approach to focus on statewide implementation of targeted initiatives; and, support the Oregon Department of Education and other state entities in the effective and efficient design and implementation of initiatives requiring statewide or multi-ESD coordination and collaboration

“Professional Learning Community” means a group of education professionals that meets regularly to share information, expertise, and may participate in training as a group around critical topics such as systems change, leadership for equity, and knowledge for all Oregon educators.

“Progress Markers” means sets of indicators set forth in the Integrated Plan that identify the kinds of changes the Agency expects to see in policies, practices and approaches over the next three years that lead to Grantees reaching established LPGTs.

“Regular Attendance Rate” has the meaning given in section 12(f) of the Act.

“Statewide Education Initiatives Account” established by the Student Success Act, provides funding for the creation of new programs or expansion of existing programs at ODE.

“Targeted Supports for Intervention” or “TSI” are supports for schools that are “consistently underperforming” for any group of students, in any school (not just Title I schools), as defined by the state.

“Technical Assistance” means relevant support, guidance, training, research, analysis, and/or policy development provided to Eligible Entities within Grantee’s region, including, without limitation: data collection and analysis regarding the implementation of an Integrated Plan and progress towards its stated goals, strategic planning processes on best practices, equity training, and evaluation supports to measure progress toward LPGTs and district engagement as identified in the ESD Plan.

“Third-Grade Reading Proficiency Rate” has the meaning given in section 12(g) of the Act.

“Title I, Part A” or “Title 1-A Schools” means a federal program designed ‘To provide all children significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps.’ Title I, Part A funding can support early learning and Kindergarten to grade 12.

SECTION III –PROJECT INITIATIVES, ALLOWABLE USES, REQUIRED ACTIVITIES

All project activities performed under this Grant must be performed in accordance with the underlying laws and regulations associated with each funding stream (Expanded detail found in Appendix 1 to Exhibit A) and in alignment as detailed in the ESD Plan. Eligible Project Activities include, but are not limited to those listed within the following funded initiatives and Activity table below:

Student Success Act - Agency must under, ORS 327.254 (1)(p) and (2)(a)(b), distribute funds to ESDs to provide Technical Assistance to Eligible Entities in their region.

Technical assistance to be provided by the ESD as outlined in the ESD Plan must build capacity in the region and may include support and training in developing, implementing, and reviewing Integrated Plans for the use of Agency grants as well as support and coordination between the Eligible Entities and the Agency for ongoing technical assistance and coaching. ESDs must hire at least a 1.0 FTE Liaison with these funds.

High School Success – Funding is to support each district in the Grantee’s service area with professional learning and the implementation of strategies to support the implementation of the High School Success (HSS). Grantee will follow the Integrated Guidance released by Agency aligning this project with the Student Investment Account, CTE-Perkins V, and other school improvement initiatives.

Small/Rural Schools – Funding is to provide responsive and intensive support from the ESDs to small school districts within their regions that have up to 2000 ADM.

Every Day Matters – Funding is to support all Eligible Entities in its service area with professional learning and the implementation of strategies to address the root causes of chronic absenteeism pursuant to HB 4002 (2016), OAR 581-020-0640. This includes re-design and implementation of approaches aimed at addressing the root causes of chronic absenteeism that have positive impact on

relationships, school culture and climate, and policies of schools to engage students, remove barriers to attendance, and build trust with families.

Activities Required of Grantee:	Completion Date
1. Employ or contract for an ESD Integration Liaison. Grantee must require the Liaison to coordinate or link the work of other Grantee staff and consultants who are providing support and training to school districts and to follow the Liaison Roles and Attributes for ESD Integrated TA Support in Exhibit A – Attachment 2.	Ongoing
2. Participate and coordinate with Agency in providing skills, expertise, training, and policy development to districts in the development and implementation of Integrated Plans, including the coordination of technical assistance or coaching programs delivered by Agency pursuant to Section 16 and 17 of the Act.	Ongoing
3. Participate in and attend, as requested by Agency, equity trainings and Agency or community meetings.	Ongoing
4. Provide Technical Assistance to participating Eligible Entities in the development, implementation, and review of Integrated Plans to ensure the Integrated Plan aligns with all components of the Act, including special focus by Grantee on supporting each district to identify, set, and meet planned outcomes, LPGTs, Progress Markers, and Local Optional Metrics.	7/1/2023 to 6/30/2025
5. Develop an ESD Plan that ensures participating Eligible Entities are provided with Technical Assistance to develop their Integrated Plan that is embedded within the Local Service Plan. The ESD must include a detailed budget identifying the different funding streams provided.	7/1/2023 to 6/30/2025
6. Periodically implement, maintain, and review all elements of the ESD Plan to assure continued support and aid to Eligible Entities in the delivery of their Integrated Plans.	7/1/2023 to 6/30/2025
7. Create project teams and develop roles of members, right-sized by Grantee service region, that match with Agency programs and support the shared and ongoing effort to map, align, and consolidate administrative processes while supporting deeper professional learning and improvement practices.	7/1/2023 to 6/30/2025

SECTION IV – REPORTING REQUIREMENTS, DELIVERABLES

Annual Schedule of reports, Grantee must provide to Agency. If the due date falls on a Saturday or Sunday, due on the next business day. These reporting requirements shall survive termination of this agreement.

Due by Date	Deliverable
October 31	Draft of ESD Plan
February 28	Mid-year Meeting with Agency – Progress update, in-person or virtual.
June 30	Documentation that verifies the ESD Plan has been adopted by Grantee and participating eligible entities and incorporated into the LSP.
August 15	Full and complete report of expenditures performed, and the major activities performed with Grant Funds for fiscal year being reported. Agency provided format.
August 15	Final comprehensive report describing the progress, achievements, and outcomes from the ESD Plan.

Grantee shall provide any additional information or further detail regarding the expenditure of Grant Funds as Agency may require upon request.

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. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

SECTION V – DISBURSEMENT and Administrative Cost

Agency will disburse Grant Funds only for the Allowable Costs of Project activities that occur, including expenses incurred, during the Performance Period in accordance with all applicable laws and regulations, this Agreement, and the ESD Plan.

Agency will disburse the Grant Funds using its Electronic Grants Management System, on a quarterly basis upon receipt of Grantee’s request(s) for disbursement as outlined below:

Disbursement Date	Up to Quarterly Amount including any remaining funds from previous quarter(s)
September 1, 2023*	\$1,019,753.19
December 1, 2023	\$1,019,753.19
March 1, 2024	\$1,019,753.19
June 1, 2024	\$1,019,753.19
September 1, 2024	\$1,019,753.19
December 1, 2024	\$1,019,753.19
March 1, 2025	\$1,019,753.19
June 1, 2025	\$1,019,753.18
Total Maximum Not to Exceed - State Fund Sources	\$8,158,025.51

*Only the first disbursement of each fiscal year will be provided to Grantee until a draft ESD Plan has been submitted and approved as required in Section III above.

Indirect/Administrative Costs. Grantee may be reimbursed for indirect or administrative costs, as a percentage of the Grant Funds disbursed under this Grant, in an amount that does not exceed 5%. 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”).

The Grantee shall use the Grant Funds only in accordance with the provision of the Act, the ESD Plan, and any applicable Oregon Administrative Rules adopted under the authority of the Act.

Grantee may not subgrant any funds outlined in Section 6 of this Grant Agreement.

By September 30, 2025, any remaining Grant Funds that have not been expended by Grantee for Project activities during the Performance Period, must be returned to Agency. This requirement shall survive termination of this Agreement.

EXHIBIT A- Attachment 1

Project - ESSA Partnerships

BACKGROUND AND PURPOSE

The Every Student Succeeds Act (ESSA) is a federal school accountability law rooted in supporting all students equitably and building systems that eliminate barriers to student success. It replaced No Child Left Behind (NCLB) in 2015. As part of ESSA, all states developed a plan for improving education and submitted it to the U.S. Department of Education. ESSA and NCLB are names given to the respective re-authorization processes that were established with passage of the Elementary and Secondary Education Act (ESEA) in 1965.

Grantee will identify ways to align and connect federal school improvement efforts, through identified ESSA Partnerships, while supporting district continuous improvement planning and program alignment.

The primary purpose of these funds is for Grantee to host and support regional convenings designed for each district in their service area for integrated planning purposes that benefit continuous improvement efforts and strengthen implementation for both identified and non-identified schools.

SECTION II. ALLOWABLE USES OF FUNDS

Given the significant differences in the size, scales, and needs of districts in each region, Grantee has some flexibility in how it uses ESSA Partnership grant funds on any particular Allowable use described below and meets the deliverables in this Agreement. Grantee shall use ESSA Partnerships grant funds only on Allowable Costs of Project activities that occur, including expenses incurred, during the Performance Period in accordance with all applicable laws and regulations, this Agreement, and the ESD Plan.

Allowable uses of ESSA Partnerships funding include, but are not limited to:

- Support CSI/TSI districts in accordance with Title I-A rules. This includes support for a wide range of activities to help Title I-A students meet state academic standards (taken from the Oregon Federal Funds Guide at <https://www.oregon.gov/ode/schools-and-districts/grants/ESEA/Documents/ESSA%20Oregon%20Guide.docx>). This includes, but is not limited to:
 - Providing eligible students with a well-rounded education.
 - Instructional supports.
 - Non-instructional supports like behavior and mentoring supports, and social and emotional learning.
 - Improving school quality.
 - Activities addressed within the school’s comprehensive needs assessment.
- Offer technical assistance to districts supporting identified schools and subsequent focal

student groups. To that end, potential strategies to address the aforementioned might include:

- Regional Professional Learning Communities (PLCs), Content or Problem of Practice specific.
- Online/in person peer observation and feedback for administrators.
- Peer review of progress. Provide opportunities for districts and schools to learn from each other to improve implementation and attention to student focal groups.
- Networking and professional development for teachers and administrators.
- Regional convening to revise improvement plans for eligible school districts and schools (primary aim).
- Target and prioritize identified districts and schools, but can be open to all Eligible entities in the region. More targeted supports, such as instructional coaches, could be funded with the resources, but the services would need to be far more focused to eligible schools and their districts.

SECTION III. PROJECT ACTIVITIES, SCHEDULE, INDIRECT COST

Activities Required of Grantee:	Completion Date
1. Identify ESD staff who work with the ESD Integration Liaison to coordinate or link the work of other Grantee staff and consultants who are providing support and training to school districts within this grant agreement and all exhibits.	Ongoing
2. Participate and coordinate with Agency in providing skills, expertise, training, and policy development to districts in the development and implementation of integrated Plans, including the coordination of technical assistance or coaching programs delivered by Agency pursuant to Section 16 and 17 of the Act.	Ongoing
3. Participate in and attend, as requested by Agency, equity trainings and Agency or community meetings.	Ongoing
4. Provide Technical Assistance to identified schools and school districts within ODE’s ESSA Partnerships framework.	7/1/2023 to 6/30/2025
5. Identify areas where the ESD Comprehensive Support Plan can be improved to include services and supports that improve targeted school improvement efforts with federal funds.	7/1/2023 to 6/30/2025

SECTION IV. REIMBURSEMENT PROVISIONS

Agency will reimburse the Grant Funds using its Electronic Grants Management System on a quarterly basis upon receipt of Grantee’s request for reimbursement as outlined below:

Reimbursement Date	Up to Quarterly Amount and any remaining funds from previous quarter(s)
September 30, 2023	\$1,312.50
December 31, 2023	\$1,312.50
March 31, 2024	\$1,312.50
June 30, 2024	\$1,312.50
September 30, 2024	\$1,312.50
December 31, 2024	\$1,312.50
March 31, 2025	\$1,312.50
June 30, 2025	\$1,312.50
Total Maximum Not to Exceed ESSA federal fund source	\$10,500.00

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

Exhibit A - Attachment 2

Liaison Roles and Attributes for Student Investment Account Support

OVERVIEW

Each Education Service District (ESD) will identify a staff member or multiple staff members who will allocate at least a combined 1.0 FTE towards the role and function of being a Liaison - the primary point of contact and collaboration - between the Oregon Department of Education's (ODE) Office of Education Innovation and Improvement, the ESD they represent, and the districts within the ESD's service region.

Liaisons will coordinate or weave together the work of additional ESD staff and contract consultants who are providing support and training to school districts within ESD grant agreements to support Student Success Act (SSA) and Student Investment Account (SIA) implementation and potentially other aligned initiatives.

The liaison function may be met differently by different ESDs but a common set of attributes will be met to support consistency and quality of engagement. Liaison time will be funded by moneys to assist school districts in developing educational strategic plans aligned with the values and goals of the Student Success Act, HB 3427. Formal Grant Agreements between ODE and each of the ESDs cover the role and work described here.

LIAISON ATTRIBUTES

The liaison function calls for a highly skilled person with good judgment who embodies collaborative leadership, including the following attributes:

- **Relationship Building:** The capacity of liaisons to build reciprocal, authentic, and trusting relationships with districts, communities, and ODE staff is foundational.
 - Experience with community engagement across cross sector and multiple community partners
 - Skill in soliciting and valuing diverse viewpoints.
 - Deeply collaborative and a strong listener - be able to build and maintain authentic, trusting relationships that facilitate shared action.
 - Experience interacting with community, government, civic, business, and philanthropic leaders, along with media and community-based organizations.
 - Sense of perspectives - having room for holding more than one competing need at a time.
- **Collaboration, Feedback and Support:** The capacity of the liaisons aims to help develop skills and to improve performance to better define and achieve goals.
 - Experience developing consulting or support teams to effectively work with districts to advance family and community engagement, equity and culturally sustaining education, and/or continuous improvement efforts.
 - Strong written and oral communication skills including public speaking on an impromptu and scheduled basis.
 - Outstanding interpersonal and inquiry skills.

- **Knowledge of Story and Place:** The capacity of the liaisons aims to help develop a shared understanding of the context of the region.
 - Maintains robust knowledge of multiple stories and places within the communities of the region.
 - Holds the ability to continually listen to the stories and experiences of community members to drive a more complex understanding and practice of vision, strategy, and equity.
 - Familiar with the research and data mechanisms employed at districts within the Grantee’s service area.
 - Experience working with culturally and individually diverse groups, including sovereign nations.
 - Openness to ongoing professional learning and growth in the areas such as community engagement and equity.
- **Professional Skills:** Responsiveness and proactiveness to a wide range of operational and logistical challenges and dynamics will support efficient and nimble collaborative work.
 - Ability to organize, prioritize and complete a variety of simultaneous tasks.
 - Ability to navigate complex information and make sense out of a multitude of data.
 - Skill in strategic planning and supporting prioritization.
 - Experience completing difficult tasks that required teamwork, coordination, and communication.
 - Participate in planned ODE virtual and in-person meetings, professional learning, and equity trainings.
 - Communicate regularly via email and phone with the Office of Education Innovation and Improvement and designated ODE staff.

FLEXIBLE OUTLINE OF LIAISON ROLES

Grantee shall carry out and assist ODE and districts within its service area in carrying out the statewide education initiatives listed in Section 25 of HB 3427 (2019) that it receives funding for or to assist with, in accordance with this Grant Agreement. As each ESD has flexibility for how they meet the grant agreement and roles outlined in Section 25 of HB 3427, here is a list of the kinds of roles Liaisons or their teams can accomplish:

- Support districts with authentic community engagement. The Community Engagement Toolkit is to support ESDs and school districts in these engagement processes. (https://www.oregon.gov/ode/StudentSuccess/Documents/AppendixA_CommunityEngagementToolkit.pdf).
- Develop or support the use of surveys and other engagement tools, including communication and translations supports as useful.
- Support school districts with incorporating engagement feedback into the Comprehensive Needs Assessment and Integrated Application planning processes, including developing connections between the engagement, needs assessment, Continuous Improvement Plan (CIP) process.
- Assist districts in their application development and reporting requirements to receive a grant and funding for the programs covered under Integrated Guidance.
- Provide regional coordination of general TA, supports (ESD staff or contractors) and Agency directed Intervention & Strengthening Contractors. Assist districts participating with Intervention & Strengthening Coaching by collaboratively developing year-long MOUs for coaching services, activities and intended outcomes and support the ISP

coaching services provided in the region by:

- Providing space for trainings and workshops
 - Coordinating regional learning networks and groups
 - Supporting the development of district staff that are learning to become coaches
 - Reviewing and sharing contractor provided coaching reports
 - In individual and/or group meetings, lead or assist the district in documenting their needs, growth targets, attainable outcomes, investment strategies and accountability metrics as outlined in the SSA.
- Work closely with ODE to deliver this technical assistance to districts. This will require regular meetings and phone consultation with ODE staff to obtain resource and promising practice knowledge.
 - Support districts with the use of equity-based tools for decision making.

Exhibit A – Attachment 3 STATEWIDE DATA DASHBOARD (MAINTENANCE AND SUPPORT)

SECTION I. BACKGROUND AND GOALS

Reviewing and visualizing data is a powerful aspect of meaningful community and staff engagement. Reviewing disaggregated data by focal student groups, where data exists, is a requirement of the Student Investment Account (SIA), and is now a requirement of the Integrated Application for the 2023-25 biennium. This resource will support districts in better understanding the impacts of COVID-19 on their specific communities and support the development of Longitudinal Performance Growth Targets (LPGTs) for the five common metrics required for the SIA:

- Regular attendance
- Third grade reading
- Ninth grade on-track
- Four year graduation
- Five year completion

To support this aim, Grantee will maintain a publicly facing data dashboard to visualize and discuss disaggregated data in ways to inform ongoing community engagement and local planning. Grantee will further build the dashboard to include co-developed LPGTs for each district and a mechanism for monitoring growth annually to further support school and district leaders in engaging with their communities and making decisions.

SECTION III. PROJECT ACTIVITIES, SCHEDULE, INDIRECT COST

Activities Required of Grantee:	Completion Date
Maintain a whole-state, public facing static data dashboard with publicly available data. \$100,000 (\$50,000/year).	Ongoing
Expand public facing dashboard to include co-developed LPGTs for each applicable Eligible Entity to support ongoing monitoring. \$15,000.	Ongoing
Create a mechanism for expanding data about institutions not captured in the statewide static data dashboard, which could include charter schools, YCEPs, and JDEPs. \$30,000.	Ongoing
Collaborate with Agency to determine other school data that should be pulled into or linked to the publicly available Data Dashboard and password protected non-public dashboard. Not to exceed \$75,000.	Ongoing

SECTION V. DISBURSEMENT PROVISIONS

Grantee shall use Statewide Data Dashboard grant funds only on Allowable Costs of Project activities that occur, including expenses incurred, during the Performance Period in accordance with all applicable laws and regulations and this Agreement.

Agency will disburse the Grant Funds using its Electronic Grants Management System, on a quarterly basis upon receipt of Grantee’s request(s) for disbursement as outlined below:

Disbursement Date	Up to Quarterly Amount including any remaining funds from previous quarter(s)
September 1, 2023	\$27,500.00
December 1, 2023	\$27,500.00
March 1, 2024	\$27,500.00
June 1, 2024	\$27,500.00
September 1, 2024	\$27,500.00
December 1, 2024	\$27,500.00
March 1, 2025	\$27,500.00
June 1, 2025	\$27,500.00
Total Maximum Not to Exceed	\$220,000.00

Indirect/Administrative Costs. Grantee may be reimbursed for indirect or administrative costs, as a percentage of the Grant Funds disbursed under this Grant, in an amount that does not exceed 5%. 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”).

By September 30, 2025, any remaining Grant Funds that have not been expended by Grantee for Project activities during the Performance Period, must be returned to Agency. This requirement shall survive termination of this Agreement.

APPENDIX 1 to EXHIBIT A

EVERY DAY MATTERS

BACKGROUND AND PURPOSE

The Oregon Department of Education has made addressing the root causes of chronic absenteeism a high priority, knowing that helping to identify and solve systemic impediments to students regularly attending school is key to Oregon’s larger effort to improve high school graduation. Oregon House Bill 4002 (2016), provides funding to support efforts to reduce chronic absenteeism. OAR 581-020-0640 describes the funding mechanism. As the lead Regional Support entity, Grantee shall comply with all applicable requirements of OAR 581-020-0640.

Funding for this project is to support all Eligible Entities in Grantee’s service area with professional learning and the implementation of strategies to address the root causes of chronic absenteeism. Grantee must adhere to and carry out the projects listed in OAR 581-020-0640 using Every Day Matters grant funds.

Grantee will provide capacity building and collaboration efforts to focus on positive school culture and climate, represented through student belonging, engagement, culturally sustaining methods of teaching and learning, and community partnerships. Activities funded by Every Day Matters must strength systems and capacities within the ESD and within schools and districts in their service regions.

- **Strengthening Systems and Capacities**
 - All professional development learning should be designed and implemented in a way that increases capacity-building within the ESD and grant recipients in the ESD service area, addressing the root causes of chronic absenteeism, and strengthening the assets and levers in the service area.
 - All strategies to address the root cause of chronic absenteeism must be designed and implemented in a strengths-based way that increases capacity- building within the ESD and grant recipients in the ESD service area. Strategies may address preventative and responsive systems to support students to regularly attend school.
- **Equity Advanced**
 - Increase technical assistance and support for the revision of district and school policies and procedures to eliminate discipline disparities.
 - Provision of resources to conduct or resource research studies that help contextualize and inform “best practices” with respect to communities and culturally responsive and sustaining practices.
 - Increased educator professional development and support with respect to building culturally responsive and sustaining practices and school communities.
- **Well Rounded Education**

- Increased opportunities for professional learning and technical assistance in order to improve the quality and richness of school course offerings as a remedy to improve student engagement.
- Increased educator professional development and support to advance belonging and engagement that contributes to students’ attendance.
- Increased educator professional development and support to building welcoming and supportive school climates.
- Engaged Community Partnerships
 - Increased number of meaningful partnerships between Grantee, schools, and community-based organizations, especially culturally specific organizations.
 - Partnership with educator workforce in collaboration with other workforce development efforts.
 - Coordinate regional conversations and knowledge exchange focusing on engaging focal student groups, including increasing understanding of the root causes of chronic absenteeism. This includes participating in and gleaning from national and international research to inform efforts in Oregon.

SECTION II. ALLOWABLE USES OF FUNDS

Given the significant differences in the size, scales, and needs of grant recipients in service areas, Grantee has some flexibility in how it uses Every Day Matters grant funds on any particular Allowable use described below and meets the deliverables in this Agreement.

Allowable uses of Every Day Matters funding are activities that build sustainable systems within the ESD to build capacity to synthesize data, develop or select curriculum, identify high-leverage instruction, engaging students, families and communities within schools and districts in accordance with OAR 581-020-0640. Without limiting the foregoing, allowable uses can include, but are not limited to:

- Re-design and implementation of approaches aimed at addressing the root causes of chronic absenteeism that have positive impact on relationships, school culture and climate, and policies of schools to engage students, remove barriers to attendance, and build trust with families, by:
 - Hiring and coordinating ESD staff positions
 - Hiring and coordinating Contracted positions
 - Facilitating services that increase school grant recipients capacity in synthesizing data, developing curriculum, improving instructional strategies engaging students, families, and communities, including business and community organizations
 - Producing and/or procuring necessary materials or resources

Funds are to support the ESDs’ ability to build capacity within the ESD Eligible Entities. Any direct services funded by the Every Day Matters funds must be provided by the ESD and support all Eligible Entities in ESD region. Grantee shall use Every Day Matters grant funds only on Allowable Costs of Project activities that occur, including expenses incurred, during the Performance Period

in accordance with all applicable laws and regulations, this Agreement, and the ESD Plan

High School Success

BACKGROUND AND GOALS

The High School Success project focuses on the goals of:

- Student progress toward graduation
- Increased overall graduation rate
- High school graduates' readiness for college and careers

The purpose of this funding is to support each district in the Grantee's service area with professional learning and the implementation of strategies to support the implementation of the High School Success (HSS).

Grantee will follow the Integrated Guidance released by Agency aligning this project with the Student Investment Account, CTE-Perkins V, and other school improvement initiatives.

SECTION II. ALLOWABLE USES OF FUNDS

Given the significant differences in the size, scales, and needs of grant recipients in service area, Grantee has some flexibility in how it uses High School Success grant funds on any particular Allowable use described below and meets the deliverables in this Agreement.

Allowable uses of High School Success funding include, but are not limited to:

- Identify and coordinate ESD staff, adding as much as a 0.25 FTE if needed,
- Enhance HSS grantee efforts to change teaching, learning, and engagement conditions of students in high school, including efforts to:
- Improve student progress toward graduation beginning as early as 8th grade, but with a primary focus on grade 9.
- Increase graduation rates of high school students.
- Improve high school graduates' readiness for college and career.
- Support planning and application efforts that design to meet HSS requirements to establish or expand three programmatic areas:
 - Dropout prevention
 - Career & Technical Education
 - College-level education opportunities
- Coordinate with grant recipients and ODE to support HSS grantees to meet eligibility requirements while monitoring and learning about implementation, improvement, and contribution to outcomes.
- Combine and coordinate on Professional Development planning, including partnering with other ESD Grantees and Agency for technical assistance.

- Arrange Grantee staffing in ways that enhance focal support for grant recipients most in need of additional assistance.
- Coordinate regional conversation and knowledge exchange on engaging focal student groups. This includes participating in and gleaning from national and international research to inform efforts in Oregon.
- Re-design of internal staffing to advance the HSS project efforts.

High School Success funds cannot be used to supplant existing services provided by the ESD. Grantee shall use High School Success grant funds only on Allowable Costs of Project activities that occur, including expenses incurred, during the Performance Period in accordance with all applicable laws and regulations, this Agreement, and the ESD Plan.

Small and Rural School Support

SECTION I. BACKGROUND AND GOALS

These funds shall be used by Grantee to provide responsive and intensive support from the ESDs to small school districts within their regions that have - required for districts 1650 ADM or less, but can support districts up to 2000 ADM.

Often smaller districts have limited personnel capacity to move through all of the administrative and reporting requirements for various programs and initiatives the districts are receiving. ESDs will use the funds in accordance with the allowable uses to provide support, coordination, and alignment of any state or federal program for the small districts in their region.

Grantee may partner with another ESD Grantee should such collaboration be effective and in the interests of local districts within the service area. Such collaborations must be approved by the OAESD Program Cabinet in consultation with the Agency.

SECTION II. ALLOWABLE USES OF FUNDS

- Identify and coordinate ESD staff, such as 1.0 FTE, to maintain continuity of instruction and access to resources for small school districts.
- Coordinate with districts and Agency to support districts to complete planning, engagement, application, implementation, or reporting processes across any state or federal programs.
- Arrange Grantee staffing in ways that enhance focal support for districts most in need of additional assistance.
- Coordinate regional conversation and knowledge exchange on improving processes or systems that reduce administrative burden and increase program alignment and effectiveness.

Grantee shall use Small and Rural School Support grant funds only on Allowable Costs of Project activities that occur, including expenses incurred, during the Performance Period in accordance with all applicable laws and regulations, this Agreement, and the ESD Plan.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

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

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall 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 shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall 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 shall 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 shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

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

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

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

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY

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 07 04 or equivalent.

WAIVER OF SUBROGATION

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

CONTINUOUS CLAIMS MADE COVERAGE

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee 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, for a minimum of 24 months following the later of:

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

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance before performing any Project activities required under this Grant. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance 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 Education, 255 Capitol St NE, Salem OR, 97310 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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

EXHIBIT C

FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

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

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

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

Grantee is a subrecipient Grantee is a contractor Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 84.010A

2. FEDERAL PROVISIONS

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

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

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

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

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

For purposes of these provisions, the following definitions apply:

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

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

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

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

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Contract or Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Contractor agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to: (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. If this contract meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Contractor or subcontractor wish 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 Contractor or subcontractor 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.
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

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

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

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

By signing this Contract, Contractor certifies, to the best of the Contractor’s knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(J) EMPLOYEE WHISTLEBLOWER PROTECTION. Contractor must comply, and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Contractor must inform subcontractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(K) FEDERAL FUNDS; FALSE CLAIMS. Agency’s payments to Contractor under this Agreement will be paid by funds received by Agency from the United States Federal Government. By performance of this Agreement, Contractor certifies neither it nor its employees, contractors, or subcontractors who will administer this Agreement are currently employed by an agency or department of the federal government. Contractor acknowledges that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject Contractor to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise under 18 U.S.C § 1001; 31 U.S.C. §§ 3729-3733 and 3801-3812.

(L) MINORITY AND WOMEN BUSINESS ENTERPRISES. Contractor must comply with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Accordingly, Contractor agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps include the following:

- a. Including qualified women’s business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women’s enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women’s business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation

- by women’s business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
 - f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above. For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

(M) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (HUAWEI AND ZTE). Contractor is prohibited from obligating or expending funds received under this contract to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(N) BUY USA PREFERENCE. Contractor must, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts and purchase orders for work or products under this contract. For purposes of this section:

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(O) PROCUREMENT OF RECOVERED MATERIALS. Contractor must comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In addition, in the performance of this contract, the Contractor must make maximum use of products containing recovered materials designated by the Environmental Protection Agency (EPA) at 40 CFR part 247, unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> .

3. ADDITIONAL FEDERAL REQUIREMENTS

Trafficking in Persons.

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

“a.2ii.B. Imputed to the Contractor 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 Contractor 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 Agreement Funds, Contractor must clearly state:

- 1) The percentage of the total costs of the Project which will be financed with Agreement Funds;
- 2) The dollar amount of Agreement 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.

Contractor 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 Agreement Business.

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

Conferences and Meetings.

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

- 1) Before deciding to use Agreement Funds to attend or host a meeting or conference, Contractor must:

- Ensure that attending or hosting a conference or meeting is reasonable and necessary to achieve the goals and objectives of this Agreement;
 - 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 Agreement); 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) Contractor 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:
- Agreement Funds cannot be used to pay for alcoholic beverages; and
 - Agreement Funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- 3) Agreement Funds may be used to pay for the costs of attending a conference. Specifically, Agreement Funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of Contractor employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the Agreement. When planning to use Agreement Funds for attending a meeting or conference, Contractor 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 Agreement.
- 4) Contractor may not use Agreement 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 Agreement.
- 5) A meeting or conference hosted by Contractor and charged to this Agreement 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 Agreement 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) Contractor is strongly encouraged to contact Agency Agreement Manager with any questions or concerns about whether using Agreement Funds for a meeting or conference is allowable prior to committing Agreement Funds for such purposes.

- 7) Contractor is responsible for the proper use of Agreement Funds and may have to repay Agreement Funds if Contractor violates the terms of this Agreement, including the provided guidance for meeting and conference related expenses.

Applicable Acts, Regulations, and Assurances

Contractor 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.

EXHIBIT D

FEDERAL AWARD IDENTIFICATION

(Required by 2 CFR 200.332(a)(1))

(i) Grantee name: <i>(must match name associated with UEI)</i>	Northwest Regional Education Service District
(ii) Grantee’s Unique Entity Identifier (UEI):	RULKA5TELT54
(iii) Grant period of performance start and end dates:	Start: 07/01/2023 End: 06/30/2025
(iv) Amount of federal funds obligated by this Grant:	\$10,500.00
(v) Total* amount of federal funds obligated to Grantee by pass-through entity**, including this Grant:	Unavailable
(vi) Name of pass-through entity:	Oregon Department of Education
(vii) Contact information for awarding official of pass-through entity:	Name: Kai Turner, OFIT Assistant Superintendent Email: Kai.turner@ode.oregon.gov
FEDERAL AWARD	
(i) Federal Award Identification Number (FAIN):	S010A230037
(ii) Federal award date: <i>(date of award to state by federal agency)</i>	07/01/2023
(iii) Grant budget period start and end dates:	Start: 07/01/2023 End: 09/30/2025
(iv) Total* amount of the federal award committed to Grantee by pass-through entity: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	\$71,091,260.00
(v) Federal awarding agency:	US Department of Education
(vi) Federal award project description:	Title I Part A Basic Grants to LEAs
(vii) Assistance listings number, title:	Number: 84.010A Title I Grants to Local Educational Agencies
(viii)a. Indirect cost rate for the federal award:	Agency approved federally negotiated rate at the time of expenditure.
b. Is the de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(ix) Is federal award research and development:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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

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



Northwest Regional Education Service District

March 12, 2024

TO: Board of Directors

FR: John Peplinski, Executive Director of Instructional Services

RE: School Safety and Prevention Specialist Grant 23-25

EXPLANATION:

The State of Oregon will be extending the existing School Safety and Prevention Specialist (SSPS) grant with additional funding for the 2023-25 biennium. As part of the statewide School Safety and Prevention System, NWRESD's SSPS grant provides assistance to school districts within the region in promoting physical, mental, and emotional health and safety for students within an evidence-based, multi-tiered system of support. The SSPS grant funds the support of a School Safety and Prevention TOSA within NWRESD that develops and implements supports within the region around Behavior Safety Assessments, suicide prevention, intervention and postvention, and prevention of bullying, harassment and sexual violence. The maximum grant funds detailed in the grant are \$486,530.37 from June 2022 through June 2025. Included in that amount is \$154,315.56 of funding that has already been approved and expended in the 2022-2023 school year.

PRESENTER(S):

John Peplinski, Executive Director of Instructional Services

SUPPLEMENTARY MATERIALS:

[ODE Grant 24270 - School Safety and Prevention](#)

RECOMMENDATION:

Staff recommends the NWRESD Board of Directors approve the SSPS Grant 23-25 as presented.

PROPOSED MOTION:

"I move to approve the SSPS Grant 23-25 as presented."

Amendment No. 2 to Grant No. 24270

This is Amendment No. 2 to Grant No. 24270, effective July 1, 2022 (as amended from time to time, the “Grant”), between the State of Oregon, acting by and through its Department of Education (“Agency”) and Northwest Regional Education Service District (“Grantee”) each a “Party” and together, the “Parties”. This Amendment is effective on the date signed by all Parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

The Grant is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1. Section 3 of the Grant is amended as follows:

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2022 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on ~~September 30, 2024~~ **June 30, 2025**.

2. Section 6 of the Grant is amended as follows:

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to ~~\$154,315.56~~ **\$486,530.37** (“Grant Funds”) designated for one (1) - 1.0 FTE for the Project, which includes payment for indirect /administrative costs. Agency will pay the Grant Funds from monies available through its general fund appropriation under Section 36 of House Bill 3427 of the 2019 legislative session, as well as federal funds through the Governor’s Emergency Education Relief (GEER) Fund (“Funding Source”).

The total amount includes ~~\$104,245.47~~ **\$303,450.23** in state funding, which must be expended on or before ~~June 30, 2023~~ **June 30, 2025**, and ~~\$50,070.09~~ **\$183,080.14** of GEER funds, which must be expended on or before September 30, 2024.

3. Exhibit A of the Grant is deleted and replaced with the following revised Exhibit A, effective as of the Amendment Effective Date.

Except as expressly amended above, all other terms and conditions of the Grant are still in full force and effect. Grantee certifies that the representations, warranties and certifications contained in the Grant are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

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

AND CONDITIONS. The Parties further agree that by the exchange of this Amendment 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 Amendment, 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 Amendment as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: _____
Contracting Officer

Date

Northwest Regional Education Service District

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: via email _____
Kevin Gleim, Assistant Attorney General

1/18/2024 _____
Date

EXHIBIT A

THE PROJECT

SECTION I. DEFINITIONS

Any terms used herein have the applicable meanings ascribed to them in ORS 339.341 (Statewide School Safety and Prevention System) and OAR 581-029-0001 (School Safety and Prevention System).

Harassment, intimidation, or bullying: any act that substantially interferes with a student’s educational benefits, opportunities, or performance; takes place on or immediately adjacent to school grounds, at any school-sponsored activity, on school-provided transportation or at any official school bus stop; has the effect of physically harming a student or damaging a student’s property, or creating a hostile educational environment, including interfering with the psychological well-being of a student; and may be based on, but not limited to, the protected class status of a person.

Cyberbullying: the use of any electronic communication device to harass, intimidate or bully.

Intervention: an orchestrated attempt to seek or provide professional help with an addiction or in response to a traumatic event or crisis or other serious problem.

Postvention: an intervention conducted after a suicide in the form of support provided to the bereaved family, friends, peers, etc.

Protected class: a group of people protected by law from discrimination on the basis of a shared characteristic, such as race, sex, sexual orientation, disability, or other, or a perception of that characteristic.

Violence: aggressive behavior with the intention to cause, or an outcome that poses a risk of causing serious or lethal injury.

SECTION II. BACKGROUND AND PURPOSE

Section 36 of HB 3427 and Oregon Administrative Rule 581-029-0001 establishes the statewide School Safety and Prevention System (System) to provide assistance to school districts and education service districts in promoting physical, mental, and emotional health and safety for students within an evidence-based, multi-tiered system of support with an emphasis on improving outcomes for protected classes, including historically and currently underserved students and youth.

The System is supported by the School Safety and Prevention Specialist (SSPS) who participates in ongoing information sharing and assistance to school districts and education service districts and

may provide assistance to private alternative schools, Tribal governments, and nonprofits that support youth centered activities for public school students.

This Grant provides funding for School Safety and Prevention Specialists who will serve regions of the state according to Oregon Administrative Rule 581-029-0001. The Grantee’s School Safety and Prevention Specialist will develop, implement, and support the System areas of: Behavior Safety Assessment; suicide prevention, intervention, and postvention; and prevention of bullying, harassment, cyberbullying, sexual violence, and intimidation. The SSPS ensures that support for these areas is rooted in health education, social emotional learning, culturally and linguistically responsive and restorative practices, and trauma-informed principles and practices. In addition, the SSPS ensures that all support within the System is accessible to historically and currently underserved students and youth, and meaningfully engage and include voices and choices of youth.

SECTION III. FUNDING AND REQUIRED SERVICES

Agency will disburse Grant Funds to education service districts (ESDs), including Grantee, **for the purpose of providing a School Safety and Prevention Specialist** to serve as the subject matter expert on the School Safety and Prevention System in the district service area. Any modifications to this requirement must be approved by the Agency. Only costs incurred during the Performance Period for Project activities that occur during the Performance Period will be reimbursed to ESDs, including Grantee. Reimbursements will be processed on a quarterly basis, after required reports have been submitted and approved (see Reporting Requirements section below).

The Agency advises Grantee to prioritize recruitment of candidates representative of students and youth of color and students and youth who have been and are currently underserved. The Agency will provide support in the hiring process through the provision of a recommended School Safety and Prevention Specialist job description, and if requested, will participate in Grantee interview processes.

School Safety and Prevention Specialists shall adhere to and carry out the requirements of the SSPS listed in ORS 339.341 and OAR 581-029-0001, and shall:

- 1) develop and implement the Statewide School Safety and Prevention System in a manner designed to reduce disproportionate impacts and increase equitable outcomes for historically, traditionally, and currently underserved and marginalized students and youth (OAR 581-029-0001).
- 2) participate and collaborate in Agency-led virtual or in-person SSPS team meetings, as directed by the Agency.
- 3) lead and support school safety and prevention work, including:
 - a) suicide prevention, intervention, and postvention support, including support for Senate Bill 52, Adi’s Act (ORS 339.341; OAR 581-022-2510).

- b) the prevention of bullying, cyberbullying, sexual violence, harassment, intimidation, as well as support for the implementation of Every Student Belongs (OAR 581-022-2312; ORS 339.341), and participation in professional learning communities (PLC)/communities of practice (COP) to support this work.
- c) promotion of the statewide school safety tip line (SafeOregon Tip Line) in collaboration with the Oregon State Police.
- 4) establish and lead (as facilitator, co-facilitator, or other clearly defined leadership role) a partnership-based (i.e., multidisciplinary) Regional Behavioral Safety Assessment Team (BSAT), accessible to districts within the region served by the education service district.
- 5) utilize culturally responsive safety and support planning materials provided by the Agency in all Grantee-based Behavioral Safety Assessment Teams/Grantee partnership-based (i.e., multidisciplinary) regional teams.
- 6) complete required and Agency-approved training to support the School Safety and Prevention System in their regions in the following areas as outlined in ORS 339.341 and OAR 581-029-0001.
 - a) Behavioral Safety Assessment
 - b) Bullying, Harassment, Intimidation, Cyberbullying and Sexual Violence Prevention
 - c) SafeOregon Tip Line
 - d) Suicide Prevention, Intervention, and Postvention
 - e) Equity and Racial Equity
- 7) ensure regional support for the implementation of the SSPS is accessible to historically, traditionally, and currently underserved and marginalized students and youth using the [State of Oregon Equity Framework in COVID-19 Response and Recovery](#) in accordance with requirements provided in OAR 581-013-0010.

Allowable use of federal Grant Funds. Federal grant funds may be used solely to cover the payroll costs (salary, taxes, benefits, and mileage reimbursement for travel specific to activities required of the position) for the School Safety and Prevention Specialist.

Allowable use of state Grant Funds. State grant funds are awarded to cover the payroll costs (salary, taxes, benefits, and mileage reimbursement for travel specific to activities required of the position) for the School Safety and Prevention Specialist (SSPS). If funds remain after covering the payroll costs of the SSPS, the remaining funding may be used for reasonable, allocable, and necessary expenses associated with implementation of the required activities and services described in Section III above. Prohibited usage of funds include FTE allocation to any position that is not the School Safety and Prevention Specialist, purchase or rental of buildings or facilities for the ESD or other educational entities within or outside of the ESD’s region, the purchase of security equipment including but not limited to surveillance cameras, IT security software, door locking systems or other hardware, devices, or software used in infrastructure security.

Indirect/Administrative Costs. Grantee may be reimbursed for indirect or administrative costs, as a percentage of the Grant Funds disbursed under this Grant, in an amount that **does not exceed 5%**. 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 approved Project budget by up to and including 5% 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 5% with the prior written approval of Agency’s Grant Manager, as long as the total amount expended for all Project activities paid for with Grant Funds does not exceed the amount identified in Section 6 of this Grant. Indirect/administrative costs must be charged as described in this Exhibit A, if applicable, regardless of any adjustments to the Budget. Any adjustments that result in an increase to the amount identified in Section 6 may not be done without an amendment to this Grant.

SECTION IV. REPORTING REQUIREMENTS

#	Required Report or Deliverable (See detailed requirements below table)	Deadline
1	Annual Plan	October 31, 2023 or within 30 days of the Executed Date (whichever is later); and October 31, 2024
2	Quarter 1 Progress & Expenditure Report <i>July 1–September 30, 2023</i> Quarter 2 Progress & Expenditure Report <i>October 1–December 31, 2023</i> Quarter 3 Progress & Expenditure Report <i>January 1–March 30, 2024</i> Quarter 4 Progress & Expenditure Report <i>April 1–June 30, 2024</i> Quarter 5 Progress & Expenditure Report <i>July 1–September 30, 2024</i> Quarter 6 Progress & Expenditure Report <i>October 1–December 31, 2024</i> Quarter 7 Progress & Expenditure Report <i>January 1–March 30, 2025</i>	October 16, 2023 January 15, 2024 April 15, 2024 July 15, 2024 October 15, 2024 January 15, 2025 April 15, 2025

#	Required Report or Deliverable (See detailed requirements below table)	Deadline
3	Annual Progress Report <i>July 1, 2023–June 30, 2024</i> Final Progress & Expenditure Report <i>April 1–June 30, 2025</i>	July 15, 2024; and July 15, 2025

1. Provide an **Annual Plan** on Agency-provided template that outlines how Grantee will meet SSPS collaboration, training, technical assistance, evaluation and reporting goals, including measures for providing quality technical assistance that meets districts’ needs, which districts and schools it will be offering services to in the coming year, and what those services will include. The Annual Plan must:
 - 1.1. Include Grantee’s budget that includes all proposed expenditures of funds during the Performance Period of this Grant Agreement.
 - 1.2. Fulfill the requirements of ORS 339.341 and OAR 581-029-0001 and clearly demonstrate steps to develop and/or strengthen Grantee-based and Grantee partnership-based Behavioral Safety Assessment Teams (BSAT).
 - 1.3. Include a description of job duties for SSPS including: a) role and responsibilities on Grantee Behavioral Safety Assessment Team, b) additional school safety and prevention roles and responsibilities, and c) how the SSPS will be supervised within the designated ESD, including department and supervisor assignment.
 - 1.4. Include System development goals and timelines pertaining to all SSPS-involved teams including the minimum deliverables below for July 1, 2023–June 30, 2024, as applicable:
 - 1.4.1. Behavioral Safety Assessment:
 - 1.4.2. New and/or updated Regional Team Memorandum of Understanding/Agreements (MOU/MOA)
 - 1.4.3. Participation in at least three (3) Regional Grantee team meetings.
 - 1.4.4. Suicide Prevention, Intervention, Postvention support and technical assistance: Participation in at least three (3) Regional Grantee team meetings.
 - 1.4.5. Bullying, harassment, intimidation, cyberbullying, sexual violence, school culture and climate, mental health, and well-being: Participation in at least three (3) Regional Grantee team meetings or development of at least three (3) resources for usage throughout the region.
 - 1.4.6. Promotion of the SafeOregon Tipline.
 - 1.5. Demonstrate meaningful engagement of the voices of students and youth of color experiencing disproportionate systemic outcomes, and historically and currently

underserved students and youth, in the development and implementation of the SSPS, as outlined in ORS 339.341.

- 1.6. Show evidence of consultation with Tribal governments within their respective service area in the development and implementation of SSPS.
2. Provide **Quarterly Reports** on Agency provided form with each request for reimbursement, including a description of expenditures made and activities completed during the quarter for which reimbursement is being requested. Specifically:
 - 2.1. Expenses paid during the quarter, including description and justification/relevance to the work described in this Grant Agreement and the Annual Plan.
 - 2.2. The number of specific technical assistance services provided to schools and districts, including the number of Behavioral Safety Assessment referrals/cases, and the schools or districts receiving the technical assistance.
 - 2.3. Completion of training as directed by the Agency, including but not limited to Equity and Racial Equity, bullying, harassment, intimidation, cyberbullying and sexual violence prevention, Suicide Prevention/Intervention/Postvention, Behavioral Safety Assessment, and SafeOregon Tip Line.
 - 2.4. SSPS/Grantee reporting on completed participation and collaboration including:
 - 2.4.1. Participation in bi-weekly virtual or in person SSPS team meetings.
 - 2.4.2. Collaboration in regional strategic planning and models of support.
 - 2.5. Usage and promotion of the SafeOregon Tip Line.
 - 2.6. For each training provided by the School Safety and Prevention Specialist, include the name/type of training, number of participants, and district/school/agency involved.
 - 2.7. Progress on System development goals as defined in Annual Plan.
 - 2.8. Evidence of considering input from and consultation with persons and organizations (e.g., community, student advisories) as required in OAR 581-029-0001 (SPSS) for the purpose of prevention, countering profiling, and enhancing the use of an equity/racial equity lens.
 - 2.9. Summary of participant feedback from SSPS-led regional meetings, trainings, presentations, or PLCs to evaluate effectiveness of School Safety and Prevention System.
 3. Provide a **Final Progress & Expenditure Report** on Agency-provided template including:
 - 3.1. Expenses paid during the quarter, including description and justification/relevance to the work described in this Grant Agreement.
 - 3.2. Completion data on annual collaborations, training, and reporting goals.
 - 3.3. Completion evidence for SSPS system development deliverables (i.e., BSAT Regional Team MOUs/MOAs, evidence of participation in at least three (3) Regional Team meetings).

- 3.4. Barriers that prevented the SSPS Specialist from reaching annual goals, if applicable.
- 3.5. Written SSPS Specialist evaluation of Behavioral Safety Assessment Team and system development.

SECTION V. ACCESSIBILITY

Worldwide Web Accessibility. If, as part of the Project, Grantee develops data or information that will be displayed or accessed through an Agency public website or world-wide web application (the “Content”), Grantee must comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), and provide individuals with disabilities access to and use of the Content in the website or application that is comparable to the access provided to individuals without disabilities. Grantee must design and format Content that meets at least the following standards, including as the standards are updated or replaced by subsequent versions (collectively, “Mandatory Standard”):

- The Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0;
- The World Wide Web Consortium’s (W3C’s) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA for web content, including as each is updated (Mandatory Standard);
- The web accessibility evaluation tool (WAVE), found at: <http://wave.webaim.org/extension/>
- Content to be posted on the web must adhere to: https://www.webaccessibility.com/best_practices.php
- PDF files must comply with: <http://webaim.org/techniques/acrobat/>
- Word files must comply with: <http://webaim.org/techniques/word/>
- PPT files must comply with: <http://webaim.org/techniques/powerpoint/>
- Excel files must comply with: https://www.webaccessibility.com/best_practices.php?technology_platform_id=215

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

SECTION VI. PROJECT EVALUATION/REPORTING REQUIREMENTS

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

SECTION VII. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds using its Electronic Grants Management System (“EGMS”), on a cost incurred quarterly basis upon receipt of Grantee’s request for reimbursement.

With each request for reimbursement, Grantee must submit an expenditure report on an Agency-provided form to the Agency's Grant Manager identified in Section 4.

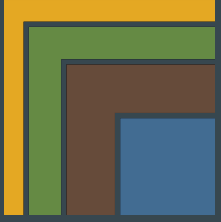
The required reports for each reimbursement period, must be received by the Agency’s Grant Manager prior to any payments being released to Grantee.

Under no circumstances will the Agency pay for any Project activities performed outside of the Performance Period, unless the Grant has a fully executed amendment to extend the end date of Grant and the Performance Period. Eligible expenses for performance of the Project activities include the expenses set forth above and other expenses that are substantially in accordance with the Budget approved by the Agency and necessarily incurred in performing the Project activities.

Grantee must provide any additional information or further detail regarding the expenditure of Grant Funds as the Agency may require upon request.

Disbursements will occur only after Agency has determined Grantee has performed, and Agency has accepted, the completed Project activities, including any required deliverables and services, for which reimbursement is sought via properly submitted documentation.

If the Agency determines that any completed Project activities or documentation are not acceptable and that any deficiencies are the responsibility of the Grantee, Agency shall prepare a detailed written description of any deficiencies within 15 days of receipt of the document or performance of the activity, and deliver such notice to Grantee. Grantee shall correct any deficiencies at no cost to the Agency.



REPORTS & DISCUSSION



Northwest Regional Education Service District

March 12, 2024

TO: NWRESD Board of Directors

FR: Brian Bain - Director of Research, Assessment, and Evaluation

RE: Stock Take - Northwest Regional ESD Strategic Plan Progress

EXPLANATION:

This presentation will provide an overview of the progress of the Northwest Regional ESD's progress on the strategic plan.

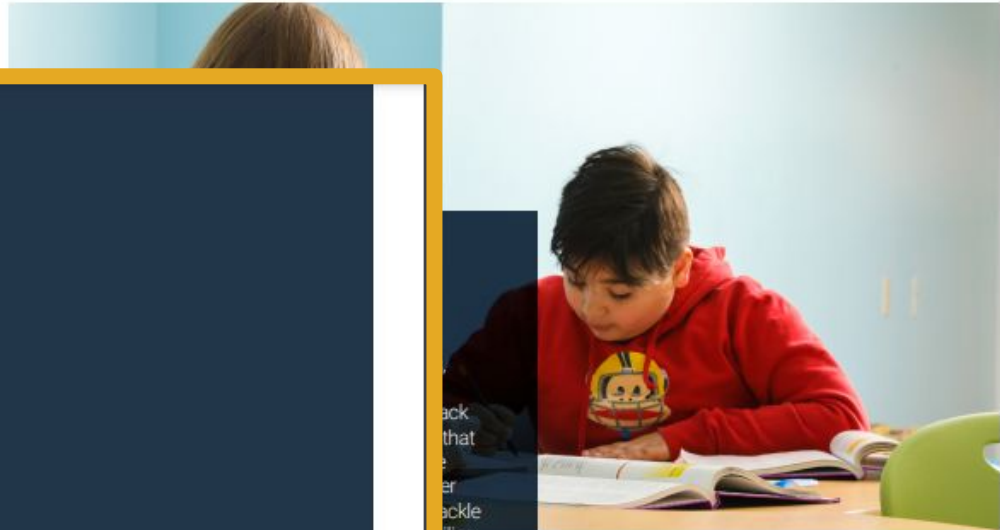
At the end of Semester 1, ESD administrators provided updates on their progress related to each strategic plan strategy. Executive Leadership reviewed this progress together and evaluated the progress of each Collective Commitment on our quality of planning, capacity to drive progress, evidence of progress and overall likelihood of success. The presentation will show those ratings and how they've changed over time, as well as highlight some successes and areas of focus for the ESD.

PRESENTER(S): Brian Bain

SUPPLEMENTARY MATERIALS: [Stock Take Presentation](#)

RECOMMENDATION: N/A

PROPOSED MOTION: N/A



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ndent

2020-2025 Strategic Plan

Introduction to the 2020-2025 Strategic Plan



Our five-year strategic plan is rooted in our mission, values and community input. After hundreds of conversations with community members, staff, school district partners and students, our agency developed and launched a 2020-25 strategic plan.

A 28-member strategic plan work group outlined a vision and six collective commitments. We believe that when all of our staff work in collaborative teams to pursue these six collective commitments, then we will achieve our vision: **Every student educated, equipped and inspired to achieve their full potential and enrich their communities.** The strategic plan also outlines the strategies and metrics to hold us accountable to these commitments.

Our Vision
Every student
potential

Our Mission
In partnership
Education
equitable

Our Values

- **Student** our vision
servi
oppo
- **Partnership** other
resou
trans
- **Equity** com
gaps
our p
com
- **Innovation** families and districts through skilled and responsive providers. Our innovative service delivery allows us to maximize resources for partner districts and preserve their local budgets, while providing quality services.



Strategic Plan Revision: Strategies

- Revised last school year.
- Incorporates feedback from:
 - Administrators
 - All Staff
 - Staff Affinity Group
 - Cabinet
 - Area Superintendents
 - School District IG Community Feedback
- Extends Plan to 2025-26

Staff Goals

Leader Goals

Action Plans

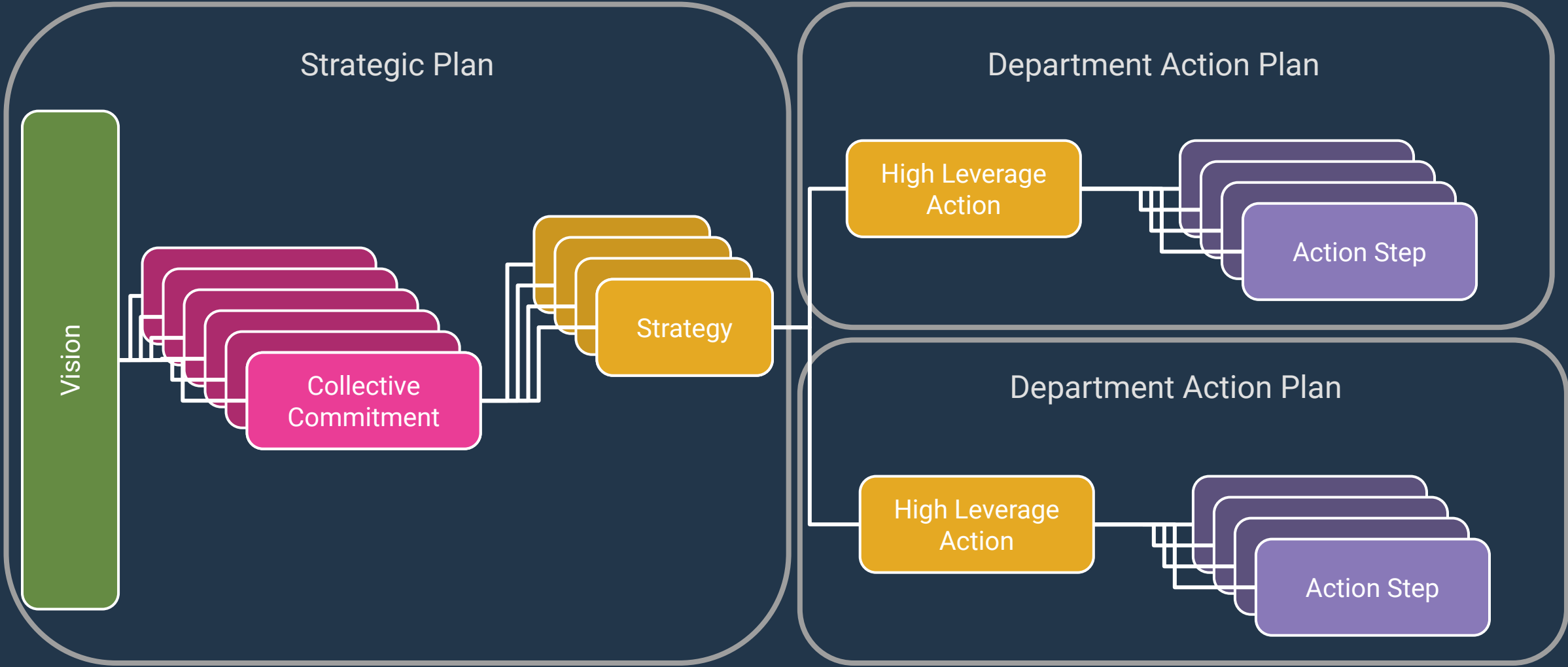
Strategies

Theory of Action:
Collective Commitments

Vision

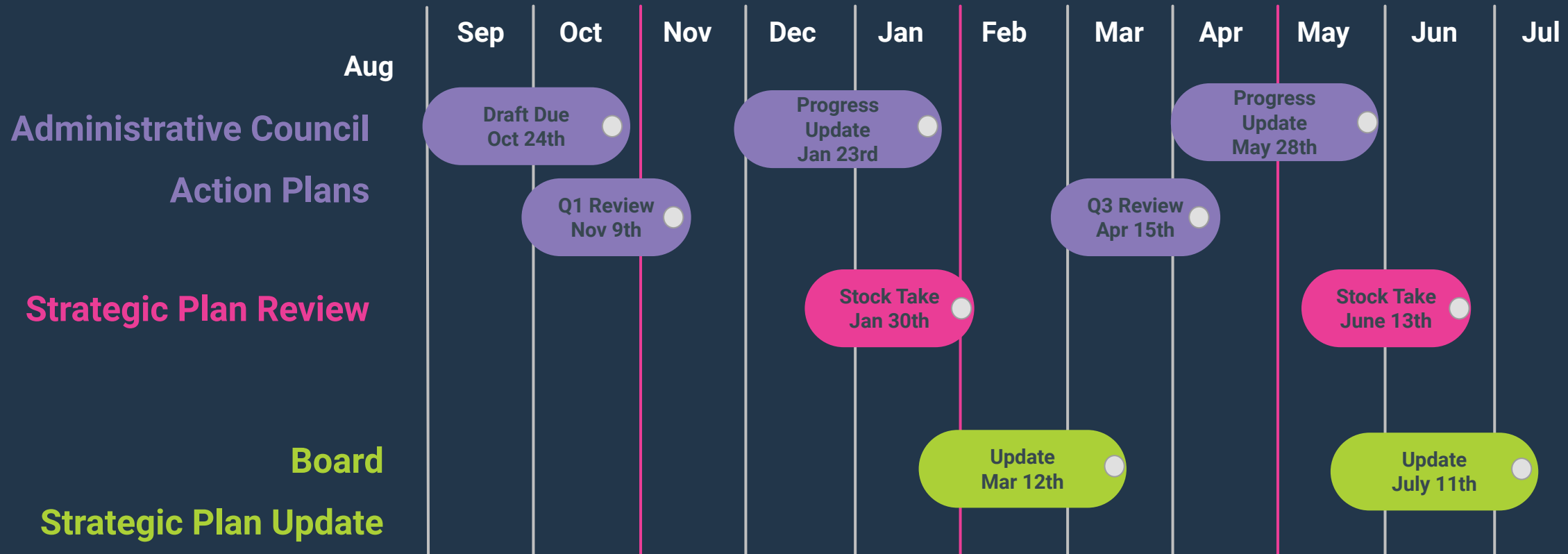


From Vision to Action



Strategic and Action Plan Key Dates

2023-24



Monitoring Progress

Strategy 2.1: NWRESD Early Learning and Social-Emotional Learning Schools implement robust Multi-Tiered Systems of Support (MTSS).

Most providers have completed at least one high leverage goal, and measurements of efficacy are being developed.

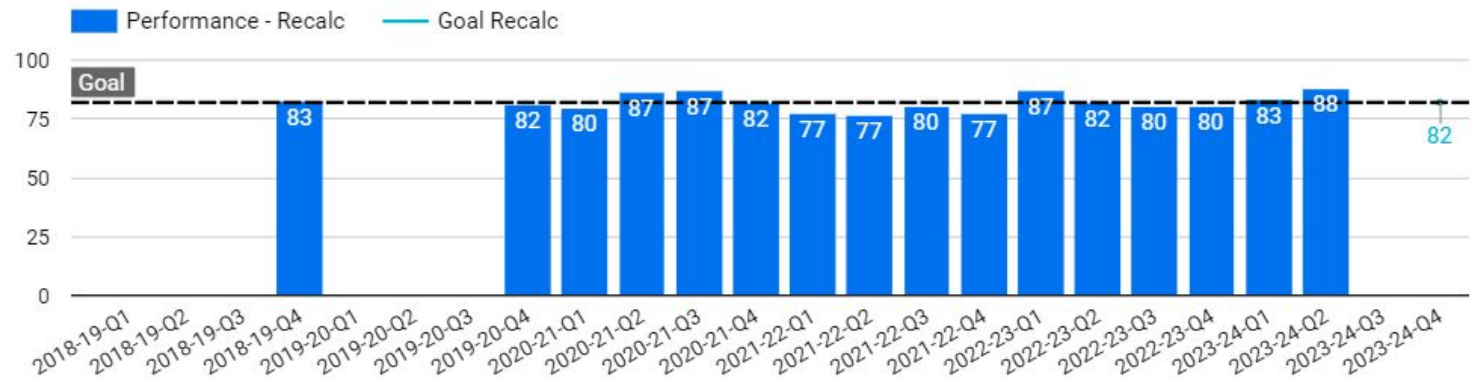
Metric 1: EI/ECSE MTSS Roll Out

By June 2024, 95% of EI/ECSE licensed providers will have written high leverage goals for at least 2 students on their caseload.



Metric 2: EI/ECSE Student Outcomes

By June 2024, the percent of EI/ECSE students enter the program below age expectations in positive social-emotional skills and who substantially increase their rate of growth by the time they graduate the program (A1,A3) will increase 82% as measured by AEPS data from 80.1% in March 2023



Assessment Framework



KEY QUESTIONS

RED

GREEN

<p>QUALITY OF PLANNING</p> <p> </p>	<ul style="list-style-type: none"> • Have we designated a goal leader and point people responsible for successful implementation? • Does the plan include details such as timing, key milestones, and resource allocation? • Does the plan estimate how much each strategy will impact the goal? • Has the equity lens been applied throughout the process? 	<ul style="list-style-type: none"> • We have no clear accountability for this goal. • Plan does not assign specific timelines or milestones; resource decisions are made independently. • Existing plan falls short: No connection between strategies and the goal; Does not reflect current reality; too many/few people responsible for success. 	<ul style="list-style-type: none"> • We follow a plan that shows how our strategies will help us to achieve our goal. • Resources are aligned to the plan. • Milestones and measures provide a clear basis for monitoring and accountability. • Goal has a leader and team that drive ongoing work, monitor progress, and adapt.
<p>CAPACITY TO DRIVE PROGRESS</p> <p> </p>	<ul style="list-style-type: none"> • Have we specified the roles that everyone—both internal and external—need to play for strategies to impact the goal? • How willing/able are they to play their roles? • Have we built additional capacity where needed? 	<ul style="list-style-type: none"> • It is unclear who needs to do what for our strategies to have impact. • We do not have a clear sense of what it takes to reach partners. • Engagement with partners is sporadic and unintentional. • Teams are working on strategies not aligned to the plan. 	<ul style="list-style-type: none"> • Point people identified at every level to implement strategies • Teams are aligned with the work and have sufficient capacity. • Teams are coordinated and working on strategies identified in the plan.
<p>EVIDENCE OF PROGRESS</p> <p> </p>	<ul style="list-style-type: none"> • What evidence do we have that show our strategies are working as intended? Or will have an impact on the goal? • What do the latest data say about our progress? 	<ul style="list-style-type: none"> • We do not consistently monitor progress on our goal. • We do not measure consistently across teams. • To the extent we have evidence, the data are stagnant or moving in the wrong direction. 	<ul style="list-style-type: none"> • We collect and review relevant evidence as soon as it is available and we measure consistently across teams. • Data leads to course correction. • Data for metrics, indicators, and outcomes are improving.

USING THE QUESTIONS AND RUBRIC ABOVE AS A GUIDE, HOW LIKELY ARE WE TO MEET THE GOAL?



HIGHLY PROBLEMATIC
Requires urgent and decisive action



PROBLEMATIC
Requires substantial attention



MIXED
Some good, some requires attention



GOOD
Requires refinement

Strategic Plan Progress - Stock Take - March 2024

Collective Commitment	Planning	Capacity	Evidence	Overall Likelihood of Success
1. Cultivate anti-racism, multiculturalism, and diverse racial perspectives in program design, continuous improvement, and decision-making		↑	↑	↑
2. Create culturally sustaining learning environments that ensure each student is safe, known, and connected	↑	↑	↑	↑
3. Establish high expectations for the achievement and personal growth of each student		↓		
4. Utilize culturally sustaining, research-based practices for designing and delivering instruction	↑	↑	↑	↑
5. Develop authentic, reciprocal, and inclusive partnerships with our diverse students, families, and community partners			↓	↓
6. Seek, organize, and allocate resources toward achieving these commitments	↑	↑	↑	↑



HIGHLY PROBLEMATIC
Requires urgent and decisive action



PROBLEMATIC
Requires substantial attention



MIXED
Some good, some requires attention



GOOD
Requires refinement

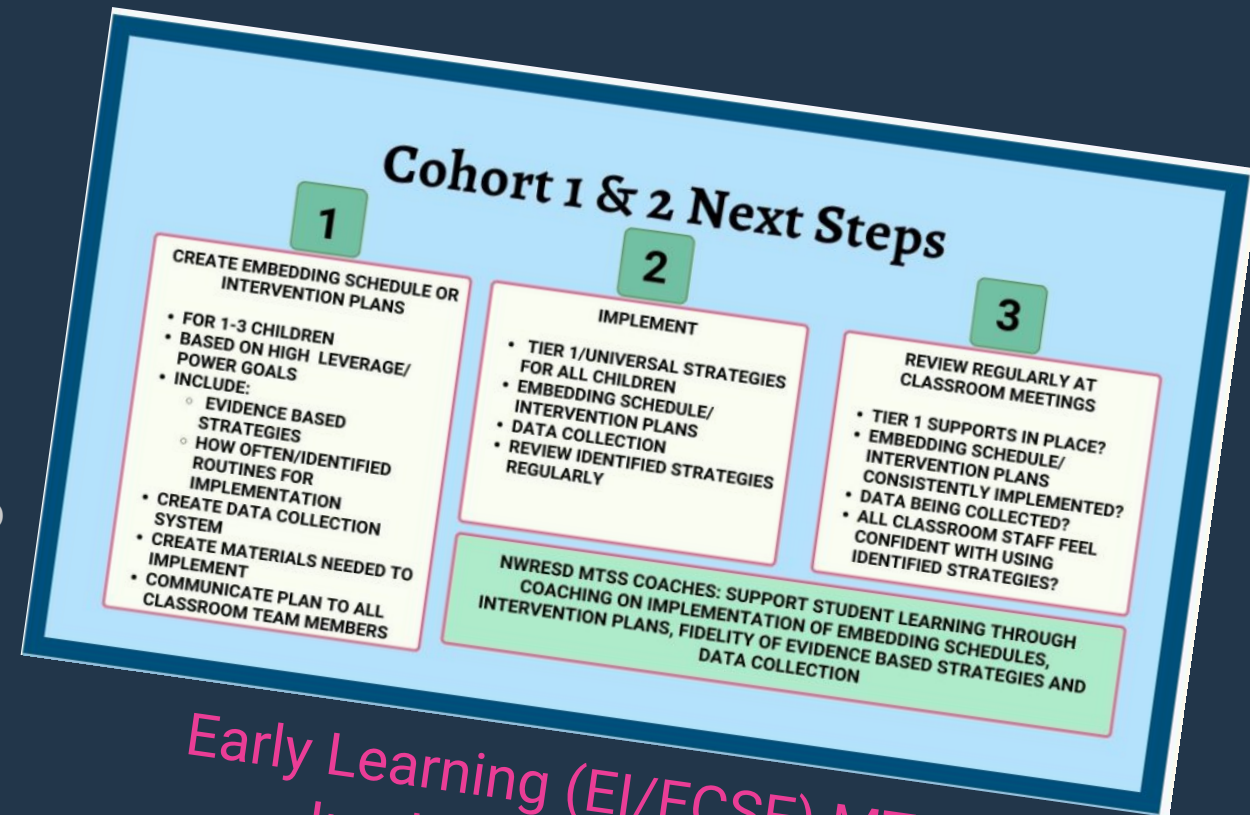
Overall Likelihood of Success - Change Over Time

	2021-22	2022-23	2023-24
Collective Commitment	Q4	Q4	Q2
1: Cultivate anti-racism, multicultur...	2	3	4
2: Create culturally sustaining lear...	2	1	4
3: Establish high expectations for t...	3	3	3
4: Utilize culturally sustaining, rese...	2	1	3
5: Develop authentic, reciprocal, an...	2	3	2
6: Seek, organize, and allocate res...	4	3	4

Collective Commitment 2: Create culturally sustaining learning environments that ensure each student is safe, known, and connected

Strategies are primarily about creating data driven processes to support students and improve school systems and environments.

We have clear and well-articulated plans, identified point people and coordinated work which contributes to the successful implementation of these strategies. There is a sense of improvement compared to the previous year, with a focus on refinement and continuous progress.

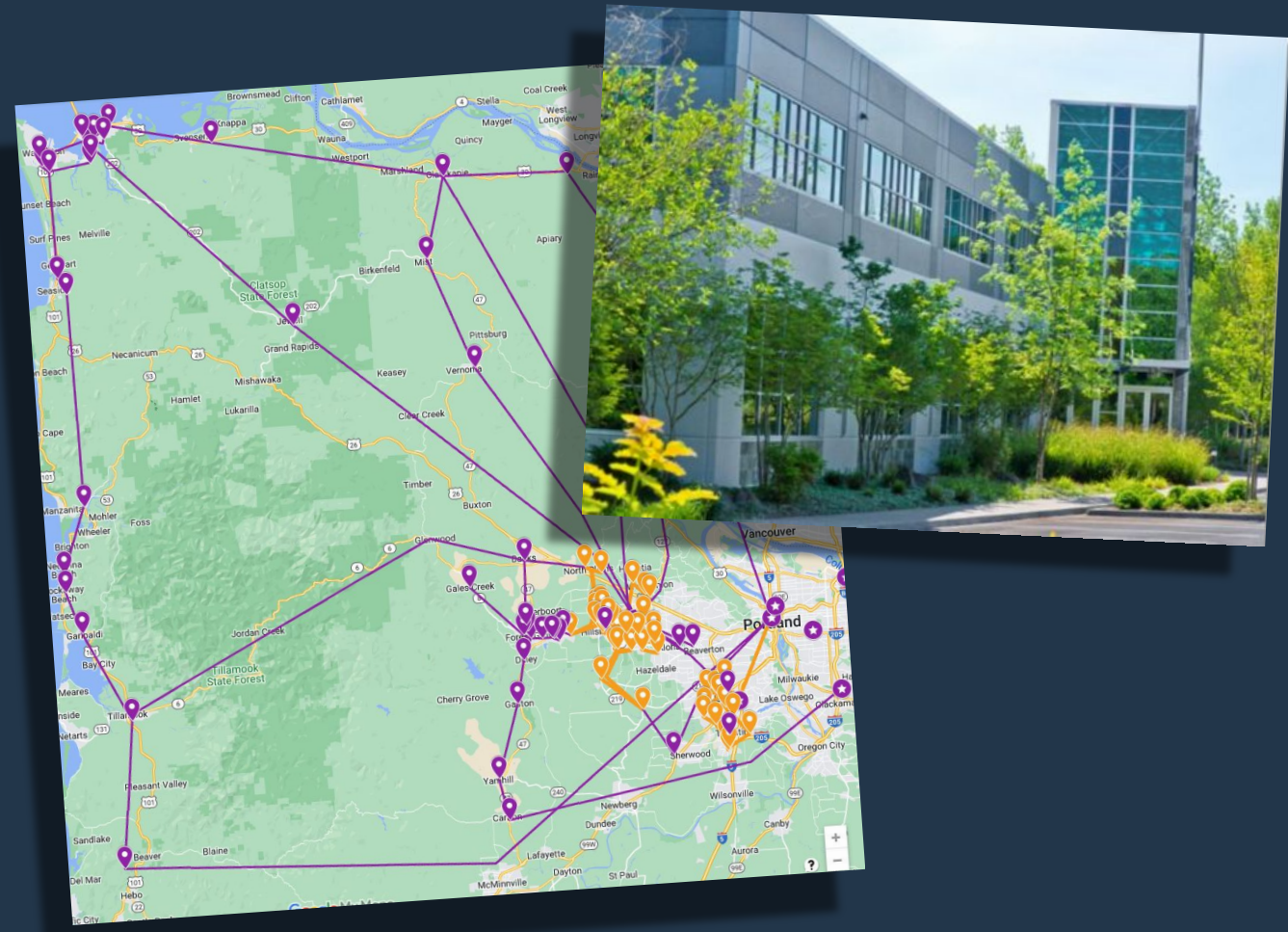


Early Learning (EI/ECSE) MTSS Implementation Plan

Collective Commitment 6: Seek, organize, and allocate resources toward achieving these commitments.

Strategies center around budgets, operations, and district satisfaction with our services

Planning and capacity is consistently strong, with identified point people and aligned teams actively working on complicated strategies. Overall, progress is generally strong, with minor attention needed in some areas such as facilities budgets, but overall moving well towards achieving commitments.



Collective Commitment 5: Develop authentic, reciprocal, and inclusive partnerships with our diverse students, families, and community partners

Strategies include embedding community engagement and co-development within our action plans and helping districts to do the same.

While there are some areas of strength, such as existing capacity for community engagement and evidence of progress, there are still some areas for growth. Specifically, there are challenges with evidence collection related to partner engagement, and a need for more intentionality in engagement systems and data response.



Evidence

Evidence across all Collective Commitments is mixed. There is a consistent need for improvement in data collection, analysis, and utilization across all commitments. While some progress has been made, there are areas that require more attention and refinement to ensure the attainment of goals.



Northwest Regional Education Service District

March 14, 2024

TO: Board of Directors

FR: John Peplinski, Executive Director of Instruction

RE: STEM Hub Update

EXPLANATION:

This is a brief introduction to the Northwest STEM Hub and a summary of past and upcoming events available to the constituent districts of NWRESD. It covers the structure of the Oregon STEM Hub Network as well as funding sources and guiding principles.

PRESENTER(S):

John Peplinski, Executive Director of Instruction
Chris Hesselbein, Team Lead TOSA/Director of NW STEM Hub

SUPPLEMENTARY MATERIALS:

[NW STEM Hub Slides](#)

RECOMMENDATION:

N/A

PROPOSED MOTION:

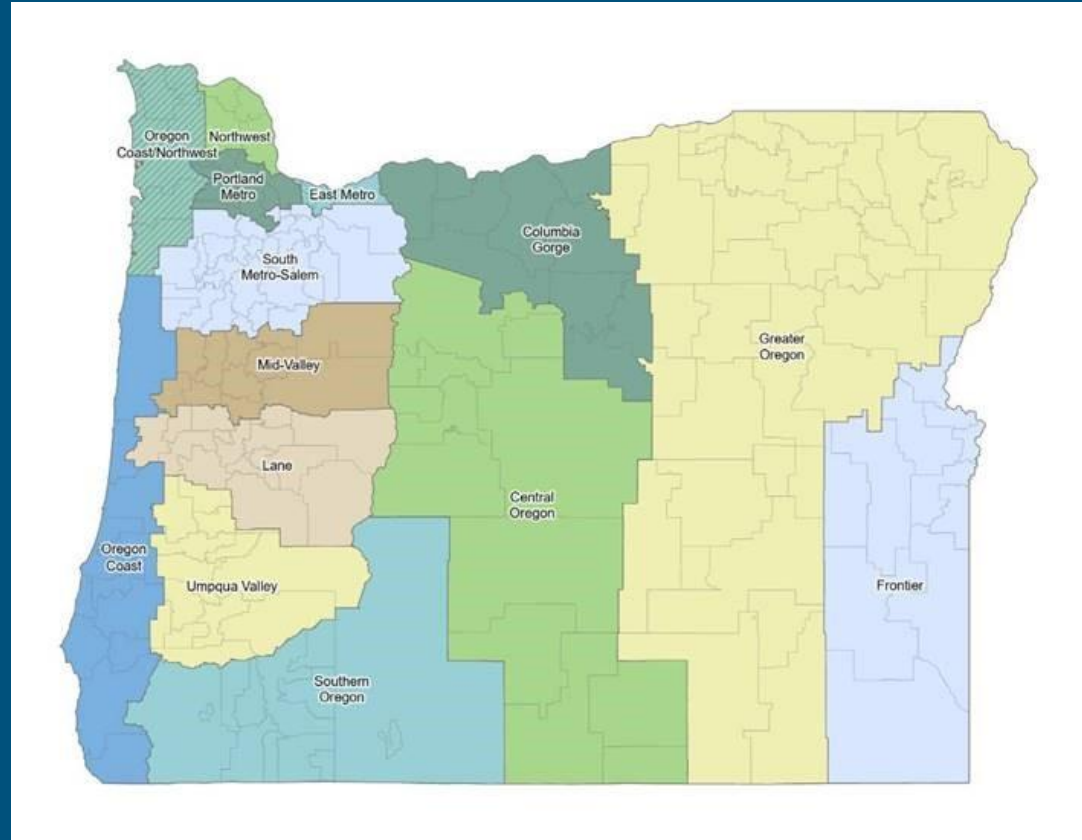
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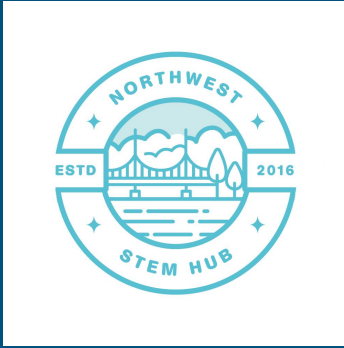
Oregon STEM Hub Network

Promote equitable access to STEM education and encourage participation in STEM careers.

Guided by the Governor, STEM Investment Council, and ODE as documented in the STEM Education Plan.

A network of 13 Hubs cover the state, housed in either ESD's, Community Colleges or Universities.





NW STEM HUB

Clatsop, Columbia, Tillamook,
Rural Washington Counties

- Astoria
 - Jewell
 - Knappa
 - Seaside
 - Warrenton
 - Clatskanie
 - Rainier
 - Scappoose
 - St. Helens
 - Vernonia
 - Neah-Kah-Nie
 - Nestucca
 - Tillamook
 - Banks
 - Gaston
-

NORTHWEST STEM HUB

*Serving Clatsop,
Columbia, Tillmook,
and Rural Washington*

WHAT WE DO



STEM ENGAGEMENT

STEM for All

Our team supports STEM initiatives for schools and their surrounding communities. We aim to show students that STEM is for everyone regardless of where you live.



TEACHER PD

Learn Better Together

STEM education requires a modern approach to teaching and learning. Our team strives to bring rural teachers together to unleash student potential through collaborative professional development opportunities.



CAREER CONNECTED LEARNING

Future Skills Today

STEM is the key to preparing students for the economy of the future which will require highly skilled technical workers. We partner with local industry and organizations to highlight through lines to high demand careers.

STEM Engagement

- Quirkles Kits
- Community Stem Nights
- Field Trip Support
- OMSI Events
- Party at the Park Events
- Stem Like a Girl



Professional Development

- Elementary Rural Robotics Cohort
- Makerspace Mini-Grants
- Make and Take PD
- Place Based Learning Initiatives
- Rural Learning Collaborative

JOIN US FOR THE
Elementary
Rural Robotics
Cohort

Presented by the NW
STEM Hub

REGISTER BY
DEC. 1

SPRING
TERM 2024
\$300
EDUCATOR
STIPEND

WHAT WE PROVIDE:

- One Sphero robotics kit
- Virtual PD for your kit
- Regional teacher connections
- Hands on support in your classroom

NORTHWEST
ESTD 2016
STEM HUB

Career Connected Learning

- Student Internships-
“Works” programs
- Teacher Externships
- Manufacturing Day
- Career Fairs
- Code or Create (with
CCR)



Funding Structure

ODE Funding (Biennially)

- ODE Backbone Grant
 - Salaries
 - Materials
 - Travel
 - Contracted Services (stipends etc.)
- ODE Innovation Grant
 - Community STEM
 - Early STEM
 - CORE STEM
 - Pathways to STEM

Other Sources (as written)

- OCF Grant
- Federal GEER Grant
- Catalyze Grant
- OMIC Grant



Questions

BOARD REPORT | INSTRUCTIONAL SERVICES

STEM HUB - Removing Barriers to STEM Education



The STEM Hub has been busy removing barriers to STEM education across the region. Under the new Team Lead, Chris Hesselbein, we have been increasing our connections with our constituent districts and building relationships with industry partners to provide opportunities for rural and underserved youth. Utilizing our Federal Computer Science (CS) grant, our Computer Science Program Specialist, Jay Kelley, has deployed robotics kits to 26 classrooms across 11 districts and will be offering in person programming and professional development to increase early access to CS. Our Project Manager, Bianca Valvezan, has delivered over \$26k of makerspace equipment to our 14 Makerspace Mini-Grant awardees to jumpstart hands-on learning. On March 7th we are partnering with PCC Oregon Manufacturing Innovation Center to host 30 teachers from 8 districts, across Columbia county and beyond, at a "Make and Take" event where they will get hands-on experience with "maker" projects and take home the equipment needed to run these projects in their classrooms. Additionally, on March 16th, we are partnering with the Rice Museum, Architects Foundation of Oregon, Columbia River Maritime Museum, and more, to host a multilingual STEM Career Family Day at the Scappoose Library featuring hands-on activities and industry volunteers. Going forward, we aim to replicate events like these across the region next year. That is just the tip of the iceberg! Want to learn more? Don't hesitate to reach out!



NOSS - Investing in Student Access

Northwest Outdoor Science School (NOSS) launches their spring season this March! In the 23-24 School Year NOSS has been making huge strides to provide increasingly accessible and inclusive experience to the more than 10,000 students they are projected to serve. New investments include:

- Translating information materials, such as caregiver letters, packing list, and positive behavior support plans, into 14 languages, including Spanish, Arabic, Dari, and Braille.
- Equipping all NOSS sites with an Advenchair, an all terrain wheelchair great for the outdoors.
- Partnering with the Blind & Visually Impaired program at NWRESD to send several students from the program to outdoor school this spring.
- Providing additional cold weather gear for students of all socioeconomic status to ensure no schools needed to cancel their trips in response to the sudden cold front this winter.



The impact of NOSS is best summarized by this feedback that was sent to our team earlier this year: "I just wanted to share a super quick highlight from today. We had 7th grade students serve as a student panel to answer questions for 6th graders today. One of the questions that got asked was "What did you do all week without your phone or your chromebook?!?"

One of the students responded - "Outdoor school is sooooo much better than your phone! I would give up my phone everyday to go to outdoor school! It was relaxing to not be on social media, and to get a break from games and screens. I would do it again this year, and I will do it when I'm old enough to be a student leader. 100% it is the best thing of 6th grade! Totally worth giving up your phone for a week!"

6th graders faces were shocked - mouths open with excitement and amazement.

I can't think of higher praise from a 13 year old. Appreciate getting to partner in the work that you all do! Thanks for making outdoor school the experience that it is for so many students across the region!"

March 2024

Administrative Report

The Office of Equity and Family Partnerships' purpose is to deepen NWRESA'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

Northwest Regional Educator Network (NREN) Grant

Equity and Family Partnerships has been awarded 3 subgrants from the Northwest Regional Educator Network. These subgrants will support equity work across the region and across our organization in the following areas:

- **Student Cafe:** This is both an adult and student centered problem of practice. Student Cafe will provide an equity professional learning opportunity in the form of a region-wide summit for educators across our 4 county area. The workshop facilitators will be our students.
- **Equity Learning Teams (ELTs):** ELTs address systemic inequities within the education system. Educators across the region (alongside stakeholders such as students, families, and community partners) are most equipped to identify the disparities, disproportionalities, and predictabilities within our system. Educators are at the forefront of this liberatory process.
- **Equity Collaborative:** The Equity Collaborative supports department and agency-wide equity initiatives designed to anchor learning, collaboration, and create a space for process and action. The grant also allows us to hire an additional Equity Coach who will support equity collaborative internally as well as externally with component districts.

Equity Coach

The Department of Equity and Family Partnerships is excited to welcome Nanci Johnson as an Equity Coach to our team. Nanci will be leading the implementation of our Regional Educator Network (NREN) project designed to support implementation of an Equity Module training series for ESD staff; coordinate Equity Collaborators; and provide professional development support for component districts.

Equity Learning Teams: Design Lab #4

On March 1st the Department of Equity and Family Partnerships held the 4th of five ELT Design Labs of the 2023-2024 school year. The day's agenda was designed using participant feedback from our third session held in January. Teams reflected on their current place in the work and engaged in equity centered conversations across departments and roles to strengthen this emerging network. Cross department collaboration, sharing, and listening took place as teams self-selected into break out sessions focused around the following topics; centering student experience and voice, missing family and provider voices, equity learning with departments (internal), supporting BIPOC staff experience/climate and culture, and ESD system challenges.

Submitted by:

Katie Jones, Equity Coach, [Equity and Family Partnerships](#) on behalf of the team.



**Prepared by Stacy Rager, Executive Director of Early Learning
March 2024**

EI/ECSE

The top news in the EI/ECSE program continues to be the significant budget reductions needed for this biennium. Due to the depth of the cuts, programmatic changes regarding service delivery will be needed. The EI/ECSE teams continue to provide input regarding possible changes to our service delivery model. Once all of the EI/ECSE teams have provided their input, it will be compiled and shared with a group of approximately 30 staff members—a mix of both licensed and classified—from across the program. They will review staff suggestions and make recommendations for changes in consideration of the reduction of FTE that will be necessary next year. I am confident that their expertise and input will help us make the best possible decisions regarding changes for next year. Budget cuts of this magnitude are unprecedented for this program. Still, I am confident that we will come through it by working together, keeping our focus on the kids and families, and doing the very best that we can with the available resources.

Northwest Early Learning Hub

During the long session in 2023, legislation was passed to create the Early Literacy Success Initiative. In the short session, the legislature will release funds via DELC (Department of Early Learning and Care). DELC will use Hubs as a conduit to get some of those funds out into our communities. More to come!

NW Early Learning Hub is reflecting and planning for the upcoming open enrollment for the 24-25 Preschool Promise year. Hub work is built on partnerships with many community organizations. We work especially closely with the Preschool Promise providers in Clatsop, Columbia, and Tillamook Counties to facilitate coordinated enrollment. We've been listening and collecting information about how the process has improved since it began in 2020 and what improvements could be made to make the process even more effective and accessible for families.

Preschool Promise grantees now contract directly with DELC (Department of Early Learning & Care) and they have two-year contracts. This is the mid-point of their contract - which is good news for us. It means we know what to expect for the available slots in the 24-25 school year. DELC did not receive any funding to expand so there are no anticipated changes on that front. (In the past, contracts were issued annually and this created some tension because students couldn't be placed with a program until their contract was signed.)

NW Parenting (Parenting Education Hub) serves the same three counties and also works in partnership with several community organizations. Recently, Abbey went on a "tour de libraries" in Clatsop County seeking to build relationships with librarians who are natural touchpoints for kiddos and their grown-ups. We're in talks about expanding some of our parenting education offerings with their support.

CCR&R

The Child Care Resource and Referral team is currently helping new or expanding licensed child care programs to apply for grants through Western Oregon University - The Research Institute. Programs that are helping us to expand licensed child care, that is also accepting Employment Related Day Care subsidies, can qualify for up to \$45,000 in grant funding to support their start-up or expansion. Applications are open until March 22nd.

The CCRR is also recruiting for our Focused Child Care Networks. Networks are groups of peers who are learning together and sharing their experiences with one another. The professionals in this group attend training and a work group session together virtually and then they receive 1:1 coaching from our Quality Improvement Specialists.



Special Student Services Board Report

Cathy Jensen, Executive Director, K-12 Special Education
March 2024

Family Advocacy and Lobby Day

On February 5th, Cathy Jensen led a statewide training designed to empower students and families to utilize their voices as a tool for educational advocacy. Approximately 30 parents and students learned about the legislative process, NWRESD programs, state funding models, and strategies to connect directly with lawmakers. Parents followed up with letters and meetings with legislators and some attended a “lobby day” on February 7 along with families and educators from Willamette Education Service District. Although the 2024 legislative short session does not allow for much opportunity to advocate for substantial change, parents, educators, and community partners are already planning ahead for advocacy work in the 2025 session.

Equity Work with NWRESD Registered Nurses

Over the last two years, NWRESD Registered Nurses (RNs) have been working with their districts and families to ensure that students’ educations are not interrupted by Vaccine Exclusion Day. They continue to communicate with families about vaccination requirements, providing clear information about Vaccine Exclusion Day procedures, deadlines, and available resources for obtaining vaccinations.

Strategies that the RN team has engaged in 23-24:

- Ensuring that school-based health centers or resources are easily accessible to all families, including those facing barriers such as transportation or financial constraints.
- Collaborating with community health organizations and local clinics to provide convenient options for families.
- Participating in equity professional learning to understand how cultural beliefs and practices may influence decisions regarding vaccination.
- Offering support services for families who may need assistance navigating the vaccination process, such as help completing paperwork, accessing medical records, or scheduling appointments.
- Recognizing that each student's situation is unique and providing individualized support and guidance to families based on their specific needs and circumstances.
- Keeping accurate documentation of students' vaccination status and compliance with state and school requirements, maintaining thorough records and following established protocols for documenting exemptions or medical waivers.

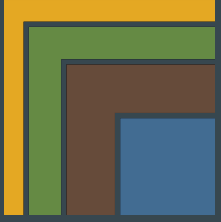


The NWRESD nursing team will be collecting disaggregated data on vaccination exclusion rates, examining data related to the number of students excluded as well as the length of time students are unable to attend school. This spring, they'll evaluate the impact of their work on exclusion rates and begin planning next steps for 24-25.

By working together and prioritizing inclusivity and support, we can ensure that every student has the opportunity to thrive in a healthy and safe school environment.

Story Circles

In February, several K-12 teams have engaged in Story Circles, led by [Inger McDowell-Hartye](#), Equity and Family Partnerships Program Administrator. This process has been a powerful tool for connection and co-design. Information shared via the Story Circles will be used by the K-12 Special Education Equity Leadership Team to co-design equity learning for the 24-25 school year.



ACTION ITEMS



Northwest Regional Education Service District

March 12, 2024

TO: Board of Directors

FR: Debbie Simons, Chief Human Resources Officer

RE: Approval of Tentative 2023-2026 NWEA Collective Bargaining Agreement

EXPLANATION:

The 2023-2026 NWEA Collective Bargaining Agreement provides the structure for the relationship between the ESD and its valued licensed staff members. The last step prior to the final contract being finished is the board's approval. This contract provides more than a year's worth of work on both sides of the table to address a multitude of supports for licensed staff including compensation on the salary line (4% each year of the agreement in COLA), efforts to convey a shared value of equity and antiracism, providing support to staff in the completion of paperwork requirements, compassion leave for those who suffer a loss of a student they currently serve, expanded multi-language support and others.

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

PRESENTER(S):

Debbie Simons, Chief Human Resources Officer

SUPPLEMENTARY MATERIALS:

[2023-2026 NWEA Licensed Collective Bargaining Agreement](#)

RECOMMENDATION:

The Administration recommends approval of the 2023-2026 NWEA Collective Bargaining Agreement.

PROPOSED MOTION:

"I move to accept the 2023-2026 NWEA Collective Bargaining Agreement as presented."

July 1, ~~2020~~2023 – June 30, ~~2023~~2026

AGREEMENT

Between the

NORTHWEST EDUCATION
ASSOCIATION

and

NORTHWEST REGIONAL
EDUCATION SERVICE DISTRICT



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PREAMBLE

~~This~~ While not grievable under Article 4 of this Agreement ~~is made~~, this preamble establishes that the ESD and ~~entered into by~~ the Association are committed to equity, anti-racism, and ~~between~~ anti-bias.

~~The parties to this Agreement~~, the Northwest Education Association, hereinafter ~~called~~ referred to as "the "Association"; and the Board of Directors ~~on behalf~~ of the Northwest Regional Education Service District, hereinafter ~~called the "District"~~. ~~The Association is affiliated~~ referred to as "the ESD," commit to placing the student in the center of our work. We commit to using our resources responsibly and equitably to: reduce the disparity of outcomes for students of color, students with ~~the Oregon Education~~ disabilities, and other underserved students and their families; provide safe learning environments, and support meaningful, equitable, and highly effective instruction so that all students, regardless of their race, class, ethnicity, gender, gender identity or expression, sexual orientation, and/or zip code, thrive academically, socially, and emotionally.

We believe there is a correlation between the education of our students and the empowerment of the staff entrusted with the responsibility for their learning. Therefore, this Agreement commits both parties to build a collaborative partnership based on mutual respect and trust by addressing points such as:

- Providing each student with access to a well-rounded, comprehensive public education
- Reducing academic disparities for historically disenfranchised groups
- Addressing the health and safety needs of students, families, and staff by increasing and enhancing support for behavior, social-emotional learning, and mental health that are evidence-based, culturally and linguistically relevant, and culturally sustaining
- Hiring and retaining a highly qualified and diverse staff that reflects our student population
- Fundamentally realigning resources to achieve our vision.

These commitments and beliefs, supported by action, will bring about the culture of success that the Association and the ~~National Education Association~~ ESD envision.

The parties therefore agree as follows:

ARTICLE 1: RECOGNITION

The ~~District~~ESD recognizes the Northwest Education Association as the sole and exclusive representative with respect to wages, hours, and conditions of employment for all regular full-time and regular part-time ~~licensed or~~ professional employees of the ~~District~~ESD, excluding supervisors, ~~(as that term is defined in the Public Employee Collective Bargaining Act (PECBA))~~, managers and confidential employees. It is understood that substitutes, temporary employees whose expected term of service is less than 90 contract days, and employees in other bargaining units are also excluded from the bargaining unit. During the term of this Agreement, the ~~District~~ESD will not negotiate with or recognize any organization other than the Northwest Education Association as the bargaining representative of bargaining unit members, except as may be required under the ~~Public Employee Collective Bargaining Act~~PECBA.

- A. Less than Half-time Employees: Employees employed less than half time shall not be covered by Article 15 (Layoff/Recall), Article 12 (Insurance), or Article 10 (Professional Development). For all employees who are less than full-time, all leave benefits shall be prorated.
- B. Newly Created Positions: In ~~the~~~~thei~~ event the ~~District~~ESD creates a new position, it shall notify the Association president. Should the parties fail to agree upon the bargaining unit status of the newly created position, either party may petition the Oregon Employment Relations Board for a determination.

Grant-Funded Positions: Persons hired under state or federal grants or funding through programs with other public agencies may be hired as temporary teachers as defined in [ORS 342.815](#) and shall be subject to the conditions of this Agreement to the extent that this Agreement is consistent with requirements established by the originating fund source. Salaries and fringe benefits for these positions will then be negotiated pursuant to [ORS 243.698](#) by the ~~District~~ESD and the Association within the resources available from the originating fund source.

ARTICLE 2: STATUS OF AGREEMENT

1. This Agreement shall modify or replace any current policies, rules, regulations, procedures, or practices of the ~~District~~ESD, which are contrary to its terms. This Agreement contains the complete and total agreement between the parties. The ~~District~~ESD has no obligation to continue any practices or procedures in effect prior to the signing of this Agreement, including practices and procedures in effect before unification, unless they are specifically set forth in this Agreement.
2. This Agreement may be modified in writing when mutually agreeable.
3. There shall be two signed copies of the final Agreement for the purpose of records. One shall be retained by the ~~District~~ESD and one by the Association.
4. Negotiations for a successor agreement shall commence with notice by either party after December 15, and shall begin no later than April 15, before the expiration of the current agreement. If neither party gives notice of intent to open negotiations within this time frame, the 150-day bargaining period specified by [ORS 243.712](#) shall begin as of April 15.

ARTICLE 3: MANAGEMENT RIGHTS

The DistrictESD, on its own behalf and on behalf of the electors of the DistrictESD, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the state of Oregon. Such powers, rights, authority, duties, and responsibilities shall include but not be limited to:

1. Executive management and administrative control of the school system and its properties and facilities;
2. Hiring of employees and the determination of qualifications for employment;
3. Assignment of personnel and direction of work;
4. Determination of the number of days of work, starting and ending times, scheduling of work consistent with the specific provisions of this Agreement;
5. Determination of work and business hours and days;
6. Setting the school calendar;
7. Determination of the services, supplies, equipment and methods of operations, including automation and institution of new and/or improved methods of operation;
8. Adoption of reasonable rules and regulations;
9. Determination of the location, relocation, opening or closing of DistrictESD facilities;
10. Determination of the financial policies and procedures of the DistrictESD, including accounting and public relations procedures;
11. Determination of the size, configuration and functions of the management of the DistrictESD;
12. Adoption of policies affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

The exercise of these powers, rights, authority, duties, and responsibilities by the DistrictESD is limited only by the specific, written terms of this Agreement in conformance with the Constitution and the laws of the State of Oregon.

ARTICLE 4: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

"Grievance" is a complaint by a member, group of members or NWEA based upon the interpretation, application, or violation of this Agreement. Grievances that are based solely

upon the alleged misapplication of ~~District~~ESD policies, rules, or regulations affecting the employment conditions of members or based upon an alleged inequitable administrative decision pertaining to employment conditions may be pursued under Board Policy GBM. If a grievance involves allegations of both a contract violation and a violation of policies, rules, or regulations, the combined grievance will be processed in accordance with the procedures of this Article, but only the allegation of a contract violation can be taken to arbitration.

2. Grievant

A "grievant" is a member, group of members, or NWEA making the claim.

3. Party of Interest

A "party of interest" includes the member, group of members, or NWEA making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. Days

"Days" shall be the ~~District's~~ESD's workdays, computed based on the program calendar of the aggrieved member (EI/ECSE or NWRES D Traditional calendar).

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise affecting staff members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits

Grievances must be discussed with the immediate supervisor not later than fifteen

(15) days after the occurrence of an alleged violation or misapplication of the agreement, or not later than fifteen (15) days after the grievant had first knowledge or should have known of the occurrence of the ~~District's~~ESD's actions or failure to act which the grievant believes constitutes a violation of contract. Failure to file a grievance within the above time lines shall constitute waiver of the grievance.

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. Upon agreement of the parties, grievance procedures may be conducted during regular ~~District~~ESD working hours for Levels One and Two. Level Three shall be considered at regular or special ~~District~~ESD meetings. All grievances and decisions shall be in writing.

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the contract year, the DistrictESD and Association will discuss shortening the time for the grievance steps so that, if possible, the grievance procedure can be completed before the end of the contract year.

3. Level One – Immediate Supervisor

Before filing the written grievance, the grievant must first discuss the matter informally with their immediate supervisor with the objective of resolving the matter informally. The written grievance must be given to the immediate supervisor within ten (10) days following the informal discussion with the immediate supervisor. Failure to file the grievance within that time limit shall constitute a waiver of the grievance. The supervisor will issue a written decision to the grievant within five (5) days after receipt of the written grievance. If the grievant is NWEA, the grievance may start at Level Two if multiple supervisors are involved. If a grievance is filed by NWEA on behalf of one member, the member must give consent for the grievance to be filed on their behalf.

4. Level Two – Superintendent of the DistrictESD

If the grievant is not satisfied with the disposition of the grievance at Level One, or if no written decision has been rendered within five (5) days, the grievant may appeal in writing to the Superintendent or designee within ten (10) days of filing the written grievance at Level One. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision as unresolved.

5. Level Three – The Board of Directors

If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) days, the grievance may be appealed to the Board within ten (10) days of the written appeal to the Superintendent at Level 2. The Board shall conduct a hearing within twenty (20) days and shall render a written decision to all parties of interest within five (5) days of the time of the hearing.

The procedures for the hearing before the Board shall be established by mutual agreement which shall include the following: Time needed to present relevant evidence, additional information or witnesses needed beyond grievance documents, and the hearing format. Both parties will be present for the full presentation to the Board of Directors; however neither party will be present for Board deliberations.

6. Level Four – Arbitration

(Limited to grievances regarding the interpretation, application, or violation of this Agreement.)

- a. If the aggrieved person-grievant is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) days after the

~~DistrictESD~~ hearing in Level Three, the ~~grievant may request that the~~ Association shall have the right to submit the grievance to arbitration. If the Association elects to do so, it must give the ~~DistrictESD~~ written notice to initiate arbitration within fifteen (15) days after issuance of the Level Three decision.

- b. Within ten (10) days after such written notice of submission to arbitration, a request for a list of seven arbitrators with residence in Oregon or Washington may be made to the Employment Relations Board by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so elected shall confer with the representative of the ~~DistrictESD~~ and the Association and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of hearings or, if oral hearings have been waived, then from the date of final statements and proofs on the issue submitted. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to subtract from, modify, or amend any terms of the Agreement. The arbitrator shall have no power to substitute their discretion for that of the ~~DistrictESD~~ in any matter not specifically contracted away by the ~~DistrictESD~~. The decision of the arbitrator shall be submitted to the ~~DistrictESD~~ and the Association and shall be final and binding on the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the ~~DistrictESD~~ and the Association. Any other expenses incurred shall be paid by the party incurring the expense.

D. RIGHTS OF MEMBERS TO REPRESENTATION

1. Member

Any grievant may represent themselves at all stages of the grievance procedure through Step Three, or may be represented by the Association. The grievant must be present at all sessions.

2. Reprisals

Neither party shall take any reprisal against the other party as a result of participation in this grievance procedure.

E. MISCELLANEOUS

1. Records of Grievances

No documents, communications, or records, dealing with the processing of a grievance shall be filed in the personnel file of any of the participants.

2. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only the parties of interest and their designated or selected representatives. A representative of the Association may be present at all stages of the grievance procedure. For all ~~District~~ESD scheduled grievance meetings, the administrator shall be flexible to allow attendance by the grievant and an Association representative.

3. Time Extensions and Waivers

By mutual agreement, any time limit under this grievance procedure can be extended or any step can be waived.

ARTICLE 5: ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

Upon request, the ~~District~~ESD agrees to furnish to the Association all public information that it has compiled which is necessary for its functioning as exclusive bargaining representative. Upon request, a copy of the budget audit report will be mailed to the Association ~~president~~President within ~~fifteen (15)~~five (5) business days after being presented to the Board. Except for material that is available for distribution to the public without cost, the Association is responsible for copying costs. For copying of material that is readily available, the copying charge will be the rate set by Board policy, which covers staff wages for photocopying and routine research, and the cost of materials and equipment. If the copying will require unusual amounts of personnel time to research or assemble material, the ~~District~~ESD will inform the Association in advance of the additional costs for the personnel time.

B. USE OF SCHOOL EQUIPMENT

The Association shall have the right to use ~~District~~ESD equipment and systems that are generally available to unit members at their work sites, including computers, duplicating equipment, calculating machines, district at reasonable times when such equipment is not otherwise in use. Such equipment and systems include:

1. Computers
2. Duplicating equipment
3. Calculating machine
4. ESD e-mail for notification and scheduling to communicate with bargaining unit employees regarding collective bargaining, the investigation of meetings, grievances and other disputes regarding employment relations, and Association governance or other business of the Association
5. ESD Internet and

~~1.6. other~~ types of audio-visual and telecommunications equipment

~~, at reasonable times when such equipment is not otherwise in use.~~ The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof. ~~Other than arranging use of ESD facilities for unit meetings, scheduling and announcing Association meetings and for arranging meetings with District management, the District electronic mail and internet are not to be used for Association business without specific advance approval of the superintendent or designee.~~

C. USE OF ~~DISTRICT~~ESD FACILITIES

Facilities in ~~District~~ESD buildings may be used for Association meetings on normal workdays between 7 a.m. and 10 p.m. during non-duty hours, provided that such meetings shall not interfere with the normal ~~District~~ESD operations, do not cause additional expense to the ~~District~~ESD (excluding utility costs), do not create additional security problems and arrangements are made with the appropriate ~~manager~~administrator or supervisor in advance. Usage after 5 p.m. must be approved by the Superintendent or designee.

D. BULLETIN BOARDS

Members shall have the use of designated bulletin board space in each ~~service center~~facility owned or rented by the ESD.

E. SCHOOL BOARD MEETINGS

The Association will have the opportunity to suggest items for the agenda and to speak on those items. The Board will consider such items for placement on the agenda so long as those matters are made known to the Superintendent's office no later than ~~ten (10)~~five working days prior to the scheduled date of the meeting.

F. RELEASED TIME

A member engaged during the school day in negotiating on behalf of the Association or participating in any grievance meeting with any representative of the ~~District~~ESD shall be released from their regular duties without loss of salary if the ~~District~~ESD agrees to schedule a negotiation session or grievance meeting during the workday. Whenever possible, the ESD will schedule meetings minimizing the impact on students and staff.

G. MAIL FACILITIES AND MAILBOXES

The president and representatives of the Association may use the ~~District~~ESD mail service and mailboxes for communications of a routine nature. Such communications shall not, as determined by the administrator in charge of the building or department in question, disrupt the educational process, cause unlawful activities, or interfere with the authority of the ~~District~~ESD or administration. The administrator may require that particular notice or

communications not be available to students, the public, or employees of the ~~District~~ESD who are not in the bargaining unit. The Association shall hold the ~~District~~ESD harmless and shall defend the ~~District~~ESD against all charges and complaints arising out of the Association's use of ~~District~~ESD mail services and mailboxes.

H. BOARD MEETING PACKET

A copy of the Board meeting packet, including revisions, exclusive of confidential materials, shall be made available to the Association president the same day the materials are made available to the Board. Included will be information regarding any proposal to act on new or revised policies affecting members in the unit.

The ~~association president~~Association President shall receive notice that the board agenda is complete and posted on the website.

I. ASSOCIATION BUSINESS

The ~~District~~ESD agrees to release the Association President from regular duties without loss of salary for the equivalent of two (2) days per month on a schedule that is mutually agreeable to the ~~District~~ESD and the Association. Upon request of the Association, other Association Officers may be granted access to this leave, with the approval of the ~~District~~ESD. The ~~District's~~ESD's approval shall not be unreasonably withheld. The cost of a substitute will be shared by the Association and the ~~District~~ESD. This release time shall be for the purpose of contract administration and maintenance, including handling grievances and negotiations related duties. The ~~District~~ESD will provide a convenient office space, phone accessibility, and mail pickup and delivery during scheduled office hours for the Association President. The ~~District~~ESD will provide office space in either the Washington ~~service center~~Service Center or the President's closest service center with a phone and mail pickup and delivery during scheduled office hours.

J. ACCESS TO MEMBERS

1. New Employee Orientation:

- a. In the event the ESD holds one or more "New Employee Orientation" (NEO) meetings for newly hired bargaining unit staff, the Association will be provided the opportunity to meet with all such new staff for at least one (1) hour at a mutually agreed-upon time during the NEO meeting. This Association meeting will be free from attendance of ESD administrators, supervisors, and other staff, unless explicitly invited by the Association. The agenda for this portion of new employee orientation is determined by the Association. Newly employed staff and the Association representatives will be in paid status during this and all other parts of the NEO meeting.
- b. In the event staff is hired for whom no NEO meeting is held within ten (10) working days of hire, or, for staff unable to attend a scheduled NEO, the Association shall have the right to meet with every new bargaining unit staff member for one hour within ten (10) working days after the new staff member's first day of work. The meeting will be

held without loss of pay or benefits to either the Association representative or the newly hired staff member. Whenever possible, the Association will schedule meetings minimizing the impact on students and staff.

2. Visits with Bargaining Unit Members:

The Association shall have the right to meet with bargaining unit members during regular work hours at the bargaining unit member's worksite to address grievances, complaints, and matters related to employment relations. Whenever possible, the Association will schedule meetings minimizing the impact on students and staff.

3. Building Meetings:

In addition to any Association time provided at staff meetings, the Association shall have the right to conduct worksite meetings before or after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meeting does not hinder ESD operations. This building meeting will be free from attendance of ESD administrators, supervisors and other staff who are members of other employee groups of the ESD, unless invited explicitly by the Association. The agenda for the building meeting is determined by the Association.

ARTICLE 6: WORKING CONDITIONS

A. LABOR MANAGEMENT COMMITTEE

Representatives of NWEA and ~~NWRESD~~the ESD Administration shall form a joint Labor-
/Management Committee to encourage labor-management cooperation. The Committee will meet regularly to create opportunities for resolving problems identified by either side, and to provide a forum for communication, to track and timely resolve issues, gather and exchange relevant information, research concerns, engage in joint problem-solving, and to accept responsibility for follow through. The committee shall be formed no later than September 30 annually, with each party appointing an equal number of members. The Committee shall meet twice monthly at a mutually agreed upon time. Agenda items shall be identified in advance of the meeting for the purpose of planning and to aid in early response to concerns. The Committee may invite representatives from either side to attend the regularly scheduled meeting when they have relevant information related to an item on the agenda for the purpose of furthering understanding and problem-solving. The Labor/
Management Committee may elect to form an Ad Hoc Committee, limited to a specific topic, for further research, discovery, and problem solving related to a concern. The Ad Hoc Committee shall bring their findings and suggestions back to the Labor Management Team.

B. PLANNING AND PREPARATION TIME

1. ~~Planning and preparation~~Preparation (prep) time is defined as educator-directed time during the work day used for instructional planning and preparation for the individual member's professional assignmentinstruction, case management, parent

communication, or similar purposes. Travel time will not be included as designated prep time. The member and the Department Director shall determine and schedule the amount of time necessary for prep time. ~~NWRESD~~The ESD will annually review with all Administrators the contractual requirements associated with prep time. The Labor/Management committee will include prep time as an agenda item at least two times per school- year for review of any concerns raised by members.

2. Members, either individually for those with unique assignments, or in groups of members with like assignments, will meet with the direct supervisor to establish appropriate preparation time. ~~The administration will initiate and schedule the meetings required in this paragraph.~~ The meetings will take place by the end of September of each year and also after a schedule change or reassignment. The administration will initiate and schedule the meetings required in this paragraph. Any member who is not able to resolve to their satisfaction the scheduling of preparation time may appeal the matter to the Chief Human Resources Officer, who will meet with the supervisor and employee to hear and resolve the matter. ~~Unless the member and supervisor agree to a different schedule, a~~

2-3.A full-time member will have a minimum of 300 minutes per five-day week of prep time during the regular eight-hour day. ~~Reasonable efforts will be made to schedule prep~~Prep time shall be scheduled in blocks of at least thirty (30) minutes. Blocks for part-time members shall not be pro-rated. For staff who work in ECSE and teach classes at early childhood centers, reasonable efforts will be made to not include the 15 minutes before a class begins and 15 minutes after a class ends as prep/planning time because of duty assignments related to the supervision of and assistance with students who are arriving/departing via parent or bus transportation. For staff who teach classes in SEL Schools, reasonable efforts will be made to not include the first 15 minutes of the educator work day or the 15 minutes after the student instructional day as prep/planning time because of duty assignments related to the supervision of and assistance with students who are arriving/departing via parent or bus transportation.

3-4. Scheduled preparation time will, except in unusual or emergency situations, not be scheduled by the supervisor for meetings or other duties, except with the member's agreement. A member may make a request to the supervisor for release time or other assistance if the member feels that IEP/IFSP preparation or required meetings are unreasonably infringing on preparation time or causing excessive meetings outside the workday. If the above is unsuccessful, staff who need support to complete IEP/IFSP or other paperwork may request up to the equivalent of two (2) additional paperwork reduction days per year paid at their regular rate. Approval of the above shall not be unreasonably withheld.

~~are unreasonably infringing on preparation time or causing excessive meetings outside the workday.~~

Notwithstanding the above limitation, additional paperwork reduction days may be granted where appropriate.

~~4.5.~~ If a member believes that the workload assigned is unreasonable or unmanageable, or cannot be accomplished during the work day, the member may request a meeting with the supervisor to try to resolve the issue. If resolution is not reached through this meeting, the member may request a meeting with the Chief Human Resources Officer. The member has the right to Association representation for these meetings.

~~5.6.~~ If a member is asked to teach a class for an absent member, they will be additionally compensated for time spent teaching the class at the hourly substitute rate. In the event a member is on an extended leave, reasonable efforts will be made to get a long term substitute for the position. When a member is asked to substitute for a colleague's class ~~on a long term basis, which is defined for the purposes of this article as for~~ two weeks or greater, then the member will be additionally paid for actual time spent teaching the class at the long-term hourly substitute rate. The rate of pay for the long term substitute assignment will begin on the first day of the long term assignment.

7. In the event the absence of a member results in the distribution of the absent member's students or caseload, the member receiving the additional workload shall meet with their supervisor and discuss possible solutions.

C. WORK YEAR

1. The normal contract ~~year for the 2023-24 school~~ year shall consist of 190 days, including seven (7) paid holidays (Labor Day, Veterans Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King, Jr. Day, and Memorial Day). ~~However, depending on District needs, teaching~~ Members who are assigned to work before and after Juneteenth will receive Juneteenth as an additional paid holiday. Depending on ESD needs, positions may be created for fewer or more days per year, with salary determined on a pro-rata basis. An employee is not guaranteed the same number of contractual work days from one year to the next.

Beginning July 1, 2024 the contract year shall consist of 192 days, including seven (7) paid holidays (Labor Day, Veterans Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King, Jr. Day, and Memorial Day). Members who are assigned to work before and after Juneteenth will also receive Juneteenth as an additional paid holiday. Two (2) days of the work year will be designated as educator directed work days. Educator directed work days are individual and team planning and collaboration days. Administrators will not schedule meetings on these days. Depending on ESD needs, positions may be created for fewer or more days per year, with salary determined on a pro-rata basis. An employee is not guaranteed the same number of contractual work days from one year to the next.

2. The salary ~~schedules~~ schedules in Appendix A ~~is for the 2023-2024 work year~~ are based on a 190 day work year, a 210 day work year, and a 220 day work year. The salary schedules in Appendix A for the 2024-2025 and 2025-2026 work years are based on a 192 day work year, a 210 day work year, and a 220 day work year.

3. In the event that a constituent district to which a member is assigned is not open for, or reduces its calendar below 185 contract days, the number of contract days of any member

assigned to the constituent district may be reduced by the same number of days the constituent district reduces its calendar below 185 contract days. Compensation will be prorated accordingly. This article does not affect the District's ESD's right to lay off members. In the event that the number of contract days for a member is reduced by more than thirty (30) days pursuant to this provision, effective on the thirty-first (31st) day, the member shall come under the provisions of the Article on layoff. Whenever possible, a member whose days are reduced by a constituent district's schedule shall be temporarily assigned to a vacant position or program in which there is a need to have work performed.

4. If the District ESD intends to implement a work year for a program which departs significantly from the traditional work year, it will notify the Association in advance and will engage in a collaborative discussion process negotiations as required by law with the Association and affected employees about the reasons for the change decision and the impact on the employees decision.
5. Variations in individual schedules shall be determined by the supervisor in conjunction with the member. Except for unavoidable emergency situations when conflicts exist between required meetings of local school districts and ESD meetings, the component school district's meeting will take precedence.
6. Members shall not report to work nor shall members suffer any loss of pay on days when the employees of the school district(s) to which the member is assigned on that day are not required to report to work due to inclement weather or emergencies. Itinerant staff serving multiple school districts will contact their supervisor and collaborate on the most reasonable location to report to work if emergency closures occur at the site(s) scheduled for the day. The District ESD may arrange for an alternate work location to which the affected employee may be required to report. The District ESD shall have the right to require members to make up the time lost without additional pay as long as the total days worked does not exceed the member's maximum work year days. In the event a school building or the school district to which a member is assigned is closed after the start of the school day, the member shall remain at the workplace until released by an authorized officer of either the local component district or the District ESD.
7. The ESD recognizes its obligations to maintain a safe and healthy work environment. When a member believes they have been instructed to perform work under hazardous conditions, they shall have the right to discuss their concerns with their supervisor. After such meeting, if the member still believes conditions are hazardous, they shall immediately notify the Department Director of the hazardous condition. The Department Director will make a determination regarding the member's concern and may refer the matter to the safety committee in the County where the condition exists for review and follow-up. A member may, at any time, bring safety concerns to the safety committee in the County where the condition exists.
8. This Agreement does not guarantee staffing levels. However, the ESD will ensure that class sizes and caseloads are as equitable as possible, prioritizing student safety.

D. WORKDAY

1. The regular workday shall be eight (8) hours, including a 30-minute duty-free lunch.
2. Time outside the regular eight-hour day necessary for meetings or other scheduled professional obligations shall be kept to a minimum.
3. Members may not be required to participate in more than two (2) ~~unpaid~~ evening events per year beyond their scheduled work day. If a component district requests a member's presence at an event that exceeds the maximum of two events, the Human Resources Office must approve the request. If the component district schedule does not adjust for the evening time, the extended duty shall be compensated at the employee's hourly rate.
4. Staff meetings which extend beyond the regular eight-hour day will be kept to a minimum, and may not go beyond 5 pm. No member will be required to attend such staff meetings beyond the workday for more than 2 hours per month. Members will be given at least a one week notice of staff meetings, unless called in response to an emergency.
5. On grading days when the host district allows their employees to work on grades at home, ESD members shall also be allowed to complete their grades at home. [Parties to negotiate an MOU relating to remote work on days in which no student/family/community provider/in-person staff meetings are required, no later than April 30, 2024.]

E. SUBCONTRACTED EMPLOYEES

The ~~District's~~ESD's Chief Human Resources Officer shall inform any subcontracted employees that their employment is temporary as described by statute and by the negotiated contract. At the end of 90 workdays, the contracted employee will be offered continued employment as a bargaining unit member. Any contract beyond the 90 day limit shall be considered month to month while the ~~District~~ESD pursues a member for the position.

F. OUTDOOR SCIENCE SCHOOL

1. Work Year: The work year for Site Supervisors shall be determined by the District with salary determined on a pro-rata basis. ~~The work year includes eight (8) paid holidays (Labor Day, Indigenous Peoples' Day, Veterans Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King, Jr. Day, and Memorial Day). Members whose contract year spans Juneteenth Day will receive Juneteenth as an additional paid holiday.~~
2. The work year for Site Supervisors shall be determined by the District with salary determined on a pro-rata basis. The work year includes eight (8) paid holidays (Labor Day, Indigenous Peoples' Day, Veterans Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King, Jr. Day, and Memorial Day). Members whose contract year spans Juneteenth Day will receive Juneteenth as an additional paid holiday.
3. On-Site Schedule: Expected weeks on site will be determined by the District at the beginning of the school year. The schedule shall be announced to Site Supervisors by August 20 (Fall schedule) and February 1 (Spring schedule) of each year. Overnight programming at any

given site will not exceed 19 weeks per year. Additional weeks may be arranged by mutual agreement between the District and the Association.

4. Job Descriptions: Prior to adopting any updates to the Site Supervisor job description, the District will seek input from current Site Supervisors.
5. Licensure: For TSPC licensed Site Supervisors, the District will cooperate with such employees in processing Professional Development Units for the purpose of maintaining their license.
6. Overnight Stipends: Site Supervisors who participate in educational programs that require an overnight stay shall receive an overnight stipend of \$125.00 per night spent on site.
7. Optional Weekend Lodging: Site Supervisors may stay on-site over the weekend during the on-site programming seasons subject to availability at the site hosting programming and at no cost to the District. Site Supervisors staying over the weekend will do so of their own accord and not at the direction of the District. Site Supervisors staying on-site over the weekend shall not be eligible for the overnight stipend. The District shall not be responsible for arranging such lodging, and such time is not considered work time, and is not covered by this Agreement.
8. Seniority: For the purposes of this agreement, "seniority" shall be defined as a member's length of service as a bargaining unit employee with the District or any of its predecessors inclusive of approved leaves of absence.
- 3-9. Salary: Site Supervisors shall be placed on the salary schedule found in Appendix A of the CBA based on their years of experience as a Site Supervisor and/or Teacher. They shall be eligible for step movement from year to year on the same basis as all other bargaining unit employees.
10. FTE: The FTE for Site Supervisors shall be determined by adding the scheduled hours worked by Site Supervisors during the year divided by 1,520. Hours compensated by an overnight stay stipend will not be included in the calculation.

ARTICLE 7: PERSONNEL FILES

- A. Each employeemember shall have the right, upon request, to review the contents of their own personnel file exclusive of materials received prior to the date of their employment by the DistrictESD. Upon request, the employeemember shall within ten (10) working days be given a copy of any documents contained in the personnel file. One representative of the Association may, at the employee'smember's request, accompany the employeemember in their review. Each employee'smember's personnel file subject to review shall contain the following minimum items of information:
 1. All employeemember evaluation reports.
 2. Copy of the member's license.
 3. Transcript of academic records where issued.

4. ~~District~~ESD recommendation for contract status.
- B. No evaluation, complaint, or written record of disciplinary action shall be placed in the file until the ~~employee~~member has had the opportunity to review such materials and affix their signature to the copy to be filed. Such signature in no way indicates agreement with the contents thereof. The ~~employee~~member may respond to any item placed in the member's personnel file and the response shall become a part of that file.

ARTICLE 8: PAID LEAVES

A. SICK LEAVE

1. Accrual

In accordance with [ORS 332.507](#), each member shall be allowed ten (10) sick leave days at full pay during the school year, or one day per month, whichever is greater. Paid sick leave days will be credited to members employed or on paid status only part of the school year on a prorated basis; the value of sick leave used in excess of entitlement shall be deducted from the member's paycheck. On or before November 1 of each new school year, each employee shall receive a statement of accumulated sick leave days. Any individual who leaves employment with the ~~District~~ESD having used more sick leave than was actually earned as of the date the employee left employment shall have the value of the used but unearned sick leave withheld from their final paycheck.

2. Carry Forward

Pursuant to [ORS 332.507](#), a member who has completed thirty (30) days of service with the ~~District~~ESD and who has accumulated sick leave during employment in another Oregon school district shall, upon proper verification, be credited with the number of sick leave days so accumulated by the previous employing school district.

3. Use

- a. Accrued sick leave can be used to maintain the member's salary during periods of personal illness, or the illness of a child under 18 living in the member's home. After 5 consecutive days of personal illness, the employee will be required to obtain a doctor's release to return to work.
- b. A member's accrued sick leave may also be used under Family Medical Leave Act/Oregon Family Leave Act (FMLA/OFLA) for: Sick Child, Illness in Family, Parental Leave, Bereavement Leave, Military Exigency, and other leaves as defined in [ORS 659A.270 - 659A.285](#).
- c. Under [ORS 653.601-661](#), "Sick Time", a member may use 40 total hours of their accrued personal Sick Leave to care for a sick family member(s) before being required to complete FMLA/OFLA application. Members will be required to complete FMLA/OFLA

paperwork for the determination of eligibility to use leave for these purposes in excess of a total of 40 hours for all use related to any "family member(s)".

- d. "Family member" is defined ~~in statute~~ as the employee's:
 - i. Spouse or ~~same-gender~~ domestic partner
 - ii. Parent, Parent-in-law, or parent of employee's ~~same-gender~~ domestic partner
 - iii. Child, step-child, or child of employee's ~~same-gender~~ domestic partner
 - iv. A person with whom the employee is or has been *in loco parentis to; or was previously in loco parentis of
 - v. Grandparent or grandchild of the employee

* "In loco parentis" means the place of a parent, having financial or day to day responsibility for the care of a child. A legal or biological relationship is not required.

B. BEREAVEMENT

1. Each member shall be granted up to five (5) paid days leave of absence per occurrence, non-accumulative, in the event of the death of ~~a member's immediate family. This includes:~~
 - a. member's spouse/domestic partner ~~(same or opposite sex)~~
 - b. the member's or member's spouse's/domestic partner's parents
 - c. child or grandchild of the member or member's spouse/domestic partner, including the loss of a pregnancy
 - d. grandparents of the member or member's spouse/domestic partner
 - e. brothers or sisters of the member or member's spouse/domestic partner
 - f. a person regularly residing in the member's residence
 - g. any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.
2. An employee may qualify for ten (10) days bereavement leave under Oregon Family Leave Act. Eligibility determination is made by OFLA application. If an employee qualifies for bereavement leave under OFLA, the 10 days of leave will run concurrently to include the 5 paid leave days described in 1~~7~~, above.
 - a. "Family member" is defined in statute as the employee's:
 - i. Spouse or ~~same-gender~~ domestic partner

- ii. Parent, Parent-in-law, or parent of employee's ~~same gender~~ domestic partner
 - iii. Child, step-child, or child of employee's ~~same gender~~ domestic partner
 - iv. A person with whom the employee is or has been *in *loco parentis* to; or was previously in *loco parentis* of
 - v. grandparent or grandchild of the employee
- b. The leave is limited to 10 days total per occurrence, ~~and must be completed within 60 days of the date the employee learned of the death.~~ Bereavement leave will count toward the total amount of OFLA eligible leave.

If the member qualifies for bereavement under OFLA, the member may use accrued sick leave for the five (5) days not covered under part 1 above.

C. COMPASSION LEAVE

Each member who experiences the loss of a student they are currently serving will be granted one (1) day of Compassion Leave with pay per occurrence. The ESD reserves the right to deny or reschedule requests in order to ensure sufficient staffing and supervision of children in our care.

~~C.D.~~ INJURY ON DUTY

Employees will suffer no loss in pay or benefits as a result of workplace illnesses and injuries, including the first three (3) days of absence not compensated by Workers' Compensation payments. If a Worker's Compensation claim is denied, the ~~District~~ESD may deduct the first three (3) days of absence from the employee's sick leave or deduct from the pay if the employee has exhausted all paid leaves.

After three (3) days, sick leave may be drawn on a pro-rata basis and added to the Worker's Compensation benefits for an approved claim. The combined pay shall not exceed the employee's regular salary.

~~D.E.~~ LEGAL

1. A member shall be granted leave with pay for service as a juror but the compensation paid to such member for the period of the leave shall be reduced by the amount of the compensation received by the member for such jury service; upon being excused from jury service during any day before 1:00 p.m., the member shall immediately return to complete their assignment for the remainder of their regular workday. This provision shall also apply to service as a witness in response to a subpoena however; it does not apply when a member is involved as a litigant for personal reasons.
2. Court appearance leave shall not be provided in any instance where the member is a plaintiff or a witness for a plaintiff in any judicial, quasi-judicial, or administrative hearing wherein the ~~District~~ESD, the ~~District's~~ESD's Board members, or the ~~District's~~ESD's

administrators or other agents, including insurers and the Workers' Compensation carrier, are named as defendants.

3. Fees received for service as a witness or juror on workdays are to be paid to the ~~District~~ESD, but mileage and/or expense moneys received are to be retained by the employee.

E.F. PERSONAL/EMERGENCY

1. Each member shall be granted up to three (3) days per year, total, leave of absence, non-accumulative, for personal matters that require absence during school hours. Personal leave shall be provided for all bargaining unit members at their prorated amount according to their full-time equivalency (FTE). These days are accessible at the beginning of the year.
2. Notice to the member's supervisor shall be given at least one (1) day in advance, except in the case of emergency.

~~Personal leave may not be used in connection with a second business or income or, except~~Except in emergency situations, personal leave may not be used on the following days:

- a. To extend winter break (the day before or after)
- b. To extend spring break (the day before or after)
- c. To extend paid holidays in this contract
- d. The first day of school
- e. The last day of school
- f. The first or last student contact day of the school year

For extenuating circumstances, exceptions to the exclusion of the use of personal leave on the days listed above will be considered by labor/management.

Personal leave (but not emergency leave) use shall be contingent upon approval from the employee's supervisor before leave is taken. The employee will not be asked to provide a reason for the use of personal leave, but only that the leave is not being used ~~for on~~ one of the ~~prohibited purposes or~~ prohibited days described above.

3. Personal leave must be used in blocks of full or half days if a substitute is required. Additional days of paid leave may be approved by the Superintendent or designee in case of an emergency and submission of supporting documentation.
4. At the end of each school year, all bargaining members shall have the option of pay for unused personal leave. The rate of pay shall be the current substitute rate for a full day and will be included in the final paycheck for the calendar school year.

F.G. MILITARY

1. Annual Active Duty Training An employee serving as a member of the National Guard or any reserve component of the armed forces of the United States will be granted leave with pay for active duty required in fulfillment of military obligations, upon application, for a period not exceeding fifteen (15) calendar days (a maximum of 11 workdays) in one (1) calendar year, except that they must have been serving in public employment within the state for a

period of six (6) months preceding their application to receive regular pay for their period of leave.

2. Long-term unpaid military leave shall be provided as required by state and federal law.

~~G. PROFESSIONAL LEAVE~~

- ~~1. Attendance at professional meetings, workshops, and institutions, and visitations to exemplary programs and projects scheduled during working hours or non-working hours and considered of importance is encouraged. Employees will submit the completed leave request to the Chief Human Resources Officer on the form prescribed by the District. Prior approval by the program administrator and Chief Human Resources Officer shall be required for both attendance and reimbursement. Personnel using professional leave at the expense of the District shall present a complete report of all activities when requested to do so. Funding for professional leave is limited as stated in Article 10.~~

ARTICLE 9: UNPAID LEAVES OF ABSENCE

A. GENERAL

- ~~1. Application for Members who wish to take an unpaid leave should be submitted to the Chief Human Resources Officer.~~
- ~~2.1. Upon of absence shall submit a written application to the Human Resources Office. The application form shall be available on the approved District form, unpaid leaves may ESD staff portal. The leave request shall be granted by the District for up to one year. Application must be received by Any additional year(s) may be granted in the discretion of the ESD. Application shall normally be submitted to the Human Resources Office by the end of March for a planned, non-medical leave in the subsequent school year. Exceptions to this requirement shall be considered, and approval of late submissions shall not be unreasonably denied.~~
- ~~2. The member will receive written confirmation of leave within two (2) weeks of the submission of the application. Human Resources shall provide information to the member regarding the availability of benefits, if any, impact on seniority, job assignment, and procedures for return from leave.~~
- ~~3. An unpaid leave of absence may shall be granted for the following reasons: participation in federal or international programs (i.e., Peace Corps, teacher/job corps), military leave, professional study, personal, family, or medical (under OFLA or FMLA), governmental service/professional leadership (i.e., elective or appointive positions within government or professional organizations-). An unpaid leave of absence may be granted for the following reasons: personal, family, or medical (under OFLA or FMLA criteria).~~

4. The member shall specify the date of expected return to duty at the time of application for leave and shall also confirm, in writing to the Human Resources Office, the intent to return four (4) weeks prior to return.
5. Other paid or unpaid leaves may be granted by the Superintendent or designee.

B. PROVISIONS FOR UNPAID LEAVE

1. A member, upon return from unpaid leave of absence, shall retain all benefits accrued in the ~~District~~ESD and continue to be listed with the Public Employees Retirement System (P.E.R.S.) in accordance with the P.E.R.S. policy.
2. A member returning to the ~~District~~ESD following an unpaid leave shall be reassigned to their former position, if available, or to ~~an equivalent or other appropriate assignment to be determined by a comparable position in the District same County and with the same FTE as held previously.~~
3. All benefits identified in the current agreement, to which a member was entitled at the time leave of absence commenced, including unused sick leave, shall be restored to the member upon return.
4. No benefits shall accrue, nor will the ~~District~~ESD be responsible to provide any benefits to the member while on an unpaid leave of absence except as required by OFLA or FMLA.
5. While on an approved unpaid leave, the member may continue group insurance programs by paying monthly premiums in advance of each month's coverage.
6. Failure to return from leave or to provide written notice as specified will be considered as a resignation unless such leave has been extended in writing by the ~~District~~ESD.

ARTICLE 10: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. TUITION REIMBURSEMENT FUND

1. A fund of \$45,000 for reimbursement of tuition costs shall be established and budgeted for each year. Members may apply for tuition reimbursement from the fund. These funds will initially be available for tuition reimbursement for the equivalent value of up to four (4) credit hours for each member. By January 30 of each year, the ~~District~~ESD will provide the Association president an accounting of the amount of the reimbursement paid out and committed from the available funds, and the remaining balance.
2. If there are unexpended dollars in the tuition reimbursement fund at the end of the fiscal year, members completing job-related course work may be reimbursed for additional expenses as follows:

- a. First, members who completed a second course for credit shall be reimbursed up to the value of 4 credits at the ~~PSU graduate rate~~ actual tuition rate paid. Receipts for related textbook and material costs related to the 4 credits may also be submitted for reimbursement.
 - b. If there are still unexpended funds after (a) above, members who took courses already reimbursed according to the rules above and who have associated course expenses that have not previously been reimbursed (such as books, university dues and fees) may have those expenses reimbursed ~~up to the value of one graduate credit at the PSU rate~~. These additional expenses do not include the increased amount of a credit at an institution that charges greater than the PSU graduate rate for their credits.
 - c. If there are still unexpended funds after (b) above, members who took three or more courses will be reimbursed for coursework evenly until the fund is exhausted.
3. All full-time regular ~~District~~ members may apply for reimbursement for college classes that are directly related to current position and clearly indicate a benefit to the ~~District~~ ESD and to the member as determined by the ~~District~~ ESD. Less than full-time (.5 to .99 FTE) ~~District~~ members may apply for reimbursement on a prorated basis reflective of their term of employment with the ~~District~~ ESD. For summer sessions, members may use their four (4) credit hours from the year just completed and the four (4) credit hours from the succeeding year, provided they return to work for the ~~District~~ ESD the subsequent year. The ~~District~~ ESD may deny reimbursement for summer tuition should the member resign and not return to the ~~District~~ ESD the following year.
 4. Application for reimbursement for course work will be submitted to the Supervisor. Approval or denial of the course for reimbursement will be obtained by the member prior to the beginning of the course. The Human Resources Department will make every attempt to notify the member of the approval or denial within ten (10) working days after receipt of the request.
 5. Reimbursement for approved classes will be paid to the member upon successful completion of the course. The member will provide a transcript showing a C grade or better as evidence of satisfactory completion of college classes. Members will be reimbursed within ten (10) working days upon providing a transcript and supporting receipts.
 - ~~6. Tuition costs will be limited to the value of the applicable credit hour graduate tuition rate as determined by Portland State University at the time of registration.~~
 - ~~7. Tuition reimbursement may be approved for greater than the value of the applicable PSU rate, or more credits approved, upon approval by Superintendent and the Labor Management team to assist the agency in training licensed staff for difficult to fill positions and/or positions to meet program needs.~~

B. REQUIRED COURSE WORK/PROFESSIONAL DEVELOPMENT

1. Beyond the professional development reimbursement program, if the ~~District~~ ESD directs a member or members to take specific course work, the ~~District~~ ESD shall provide ~~100~~ one hundred percent (100%) of the costs for textbooks or supplies associated with that course work, excluding the actual cost of any university credit available for the course. The member may apply for tuition reimbursement as provided above should such credit be desired. Credit earned for such course work may be used toward horizontal movement on the salary schedule as defined in Article 13 (C.2). This section does not apply to courses or programs taken by a member to satisfy the requirements of a program of assistance for improvement, but the member can apply to the professional development fund for reimbursement for those courses.

2. There shall be on-going, mandatory equity/anti-racism training for all members to continue our mutual commitment to create and nurture an antiracist organization, centering around the diverse students, families, and communities served. The parties agree to discuss the timing, content, and means of providing this training in conjunction with the Superintendent or designee.

C. PROFESSIONAL CONFERENCES, WORKSHOPS, PROGRAMS

1. Members may attend conferences, workshops, or special programs when approved in advance by the Supervisor, who will consider program needs. The Human Resources Department will make every attempt to notify the member of the approval or denial within ten (10) working days after they have turned in the request to Human Resources.

2. Attendance at professional meetings, institutions, and visitations to exemplary programs and projects scheduled during working hours or non-working hours is encouraged. Employees who wish to participate in such activities will submit a request to the immediate supervisor on the form prescribed by the ESD. Prior approval by the supervisor shall be required for both attendance and reimbursement. Personnel using professional leave at the expense of the ESD shall present a complete report of all activities when requested to do so. Funding for professional leave is limited as stated in this Article.

~~2.3.~~ Reimbursement for expenses including registration fees, meals, lodging, and transportation is subject to advance approval from the Chief Human Resources Officer. Members will be reimbursed within ten (10) working days upon providing appropriate receipts.

~~3.4.~~ The ~~District~~ ESD will annually budget the following for Professional Development: ~~\$60,000 in 2020-21; \$65,000 in 2021-22; \$70,000 in 2022-23.~~ for the 2023-2024 school year. For the 2024-25 school year, the budgeted amount shall be \$75,000.

~~4.5.~~ Members are entitled to ~~\$500,800~~ in approved workshop expenses, including mileage, until the fund is exhausted. Members may ask for special consideration for conferences that exceed ~~\$500,800~~ by mutual agreement of ~~labor and management.~~ the Labor/Management Committee.

~~5.6.~~ The ~~District~~ESD will provide an accounting of the fund to the Association President in January and July.

~~6.7.~~ Labor-Management may meet to address exceptions to the use of conference funds to address a special circumstance or needs.

~~D. SPEECH/LANGUAGE & SCHOOL PSYCHOLOGIST LICENSING~~

D. PROFESSIONAL ASSOCIATIONS

1. Speech Language Pathologists and Audiologists who desire ASHA certification shall have their ASHA dues paid by the ~~District~~ESD.
2. School ~~psychologists~~Psychologists, Occupational Therapists, Physical Therapists, and Nurses are eligible to receive the same amount in reimbursement if they are required to obtain/renew a license ~~not already held~~ in order to perform Medicaid billing.

E. MEDICALLY FRAGILE STUDENTS

Members may request additional training from the responsible nurse to assist the member in working with medically fragile students. Except in an emergency, the training request will be submitted to the coordinator so that training programs can be made available to other staff as well.

ARTICLE 11: TRAVEL REIMBURSEMENT

Members required in the course of their ~~work~~workday to drive personal ~~automobiles~~vehicles will receive an allowance equal to the mileage rate recognized by the IRS. Mileage shall be paid for actual mileage ~~driven~~traveled during the work day excluding the ~~employee's~~employee's commuting miles.

Commuting miles shall be defined as the miles between the employee's home and designated home base and the designated home base and the employee's home, or the miles between the employee's home and first and last work assignment. ~~The home base shall be a single designated regional office and/or classroom starting point.~~ Home base shall be defined as the location where the employee performs the greatest percentage of their work. The employee and supervisor will establish the home base assignment during the first week of the new school year. If an employee is given a reassignment resulting in a change to home base designation ~~s/he~~they may request the Superintendent review the home base. A form for such review shall be developed annually by a labor-management committee.

Notwithstanding the above, Outdoor School Site Supervisors shall have the Washington Service Center as their home base. Mileage allowances shall be paid for all travel to sites calculated from the shorter of the Washington Service Center to the site or the Site Supervisor's home to the site. Incidental travel incurred while on site shall be calculated from the site.

ARTICLE 12: INSURANCE BENEFITS

A. TYPES OF COVERAGE

1. Medical/Dental/Vision

- a. ~~Effective October 1, 2020, for each~~Each eligible full-time member the ~~District~~ESD shall contribute the cap amounts set forth below toward the premium costs of insurance coverage. Part time employees with an FTE of .5 and above shall receive a prorated amount according to their FTE. Employees will select from one of the available plans.
- b. For the ~~2020-21~~2023-24 insurance year (October 1, ~~2020~~2023 through September 30, ~~2021~~2024), the ~~District~~ESD shall contribute \$ ~~1,348~~523 per month, as necessary to pay the premium cost. ~~For the 2021-22~~This monthly amount will be increased by twenty-five dollars (\$25.00) each insurance year, ~~of this Agreement. In the event the District insurance pool falls below \$400,000 as of the conclusion of open enrollment in 2025, the ESD shall contribute \$1,423 an additional \$25 per month, as necessary to pay the premium cost. For the 2022-23 insurance year, the District shall contribute \$1,498 per month, as necessary to pay~~pool for each employee receiving insurance from the premium cost~~ESD~~. The employee will pay any additional necessary medical premium, dental and/or vision premium by payroll deduction.
- c. ~~Based~~In May of each year, representatives of the NWEA will meet to determine insurance options and pool distribution options for the following insurance year (effective October 1). The ESD will provide a projection of the pool balance as of the end of the current insurance year (September 30). NWEA representatives will consider this estimate, as well as the premium costs and plan designs announced by OEGB for the subsequent insurance year, and determine the plans to be offered as well as the appropriate incentives and distributions of funds from the pool. NWEA will communicate these decisions to the Chief Human Resources Officer not later than June 10 of each year. This information will be memorialized by the parties as a Memorandum of Agreement and will be distributed to all bargaining unit employees in time for their open enrollment selections.
- ~~e.d. Annually, based on data from October 1, 2020 to April 15, 2021, of each insurance year of this Agreement, the NWEA and NWRES~~ESD will project the estimated balance of the pool as of September 30, ~~2021, the end~~ of the plan year. If the balance is projected to be less than \$250,000, this will trigger an economic reopener for Insurance Benefits for ~~the 2021-22 insurance year. This shall be negotiated along with cola for 2021-22 and 2022-23 in the spring of 2021. that insurance year.~~
- d. ~~Based on data from October 1, 2021 to April 15, 2022, NWEA and NWRES~~D will project the estimated balance of the pool as of September 30, ~~2022, the end of the plan year. If the balance is projected to be less than \$250,000, this will trigger an~~

~~economic reopener for Insurance Benefits only for the 2022-23 insurance year. This shall be negotiated in the spring of 2022.~~

- ~~e. The application of the District insurance contribution and the implementation of the pooling method for each insurance year shall be developed by the Insurance Committee (1d below). The distribution of the pool and insurance selection incentives shall be prepared and attached to this document as an Appendix upon completion.~~
- ~~f. The Association will appoint representatives to a joint labor/management insurance committee, to review all plans approved by OEGB for the next school year. Members of the committee will then report all relevant information to the Association. The Association, in partnership with the District will determine the members rate schedules and medical, vision and dental plans offered for the next school year.~~
- ~~g.e.~~ Employees eligible for a DistrictESD insurance contribution, but who choose not to obtain insurance coverage, may "opt out" in accordance with the underwriting rules and regulations as set forth by OEGB. An eligible employee who "opts out" of insurance shall receive a monthly contribution to their qualified Section 125 or HRA/VEBA plan. Part time employees with an FTE of .5 and above shall have the "opt out" option prorated according to their FTE.
- ~~h.f.~~ The difference between the "opt out" contribution and the DistrictESD contribution shall be included in the pooling fund.

2. Long-term Disability Insurance

During the term of this Agreement, the employee shall pay the premiums for qualified members for a long term disability benefit plan which equals 60 percent of insured monthly earnings with no greater than a sixty (60) calendar day elimination period.

3. Life Insurance

For each eligible member, a \$10,000 group life, accidental death, or dismemberment policy approved by the DistrictESD.

- a. In the event there is no successor agreement, the District'sESD's obligation toward the premiums for insurance listed herein shall be "capped" at the amounts that exist in the final month of this Agreement.
- b. Less than full-time (.5 to .99 FTE) members will receive prorated benefits based on the coverage for which they would be eligible if they worked full-time. The prorated amount may be applied toward any of the negotiated coverage for which the member is eligible.

- c. The ~~District~~ESD agrees to provide the herein-mentioned plans within the underwriting rules and regulations of and as set forth by the carrier(s). However, if said carrier(s) amend said rules or regulations during the term of this Agreement, either party may reopen negotiations on the impact of said amendments.
- d. Coverage described above shall be provided by the carrier or carriers selected by the ~~District~~ESD. Coverage shall become effective on October 1 of the current contract year subject to confirmation by the insurance carrier as to the dates coverage for each individual goes into effect. Coverage for new members starting the 15th of the month or before will begin the 1st of the following month. Coverage for new members starting after the 15th will begin the first of the month following the first full month of employment.

ARTICLE 13: SALARY SCHEDULE

The salary schedule for ~~2020-21,2023-24~~ is attached as Appendix A-, and reflects a 4% cost of living increase over the 2022-23 Salary Schedule. The salary schedule for the ~~2020-21~~2024-25 work year reflects a 1.85% cost of living increase over the 2019-20 salary schedule. The 4% cost of living increase over the 2023-24 salary schedule. The salary schedule for the 2025-26 work year reflects a 4% increase over the 2024-25 salary schedule.

~~The following modifications shall be made to the salary schedules for the 2021-22 and 2022-23 school years shall be negotiated:~~

- Effective July 1, 2023, eligible members will be incremented one (1) step (Previously granted on 7/1/23).
- Step 1 will be eliminated, and the remaining steps will be re-numbered accordingly (1-15). In addition, a new Step 16 will be created in the spring of 2021. The parties agree MA and MA+45 columns with a 2.5% increment over Step 15.
- Effective January 1, 2024, all members eligible for a step increase on July 1, 2023 will be incremented another step.
- Effective July 1, 2024, the increment between Step 15 and Step 16 will be increased to ~~begin such negotiations by April 15, 2021.~~ 4%.

Members employed by the ~~District~~ESD .5 FTE and above will be eligible for step movement, excluding temporary employees ~~working~~employed less than 135 days in the school year. Step movement for ~~2020-21, 2021-22, and 2022-23,~~all years of this Agreement shall be granted.

~~A. Pursuant to (d), step increases on the salary schedule are not "status quo" conditions.~~

~~B.A.~~ The individual ~~P.E.R.S.~~PERS contribution of ~~six~~ percent (6%) shall be paid by members through a payroll deduction from pre-tax dollars.

G.B. Placement on the Salary Schedule

1. Members newly hired during the term of this Agreement may be given full credit for ~~up to thirteen (13) years~~ previous licensed/teaching experience. ~~In unusual circumstances, the Superintendent may grant additional credit.~~ Relevant experience other than preschool, elementary, or secondary teaching may be counted if, in the judgment of the Superintendent, it is directly related to the assignment of the member.
- ~~2.~~ To be eligible to move horizontally from column to column on the salary schedule, course work must ~~meet the following requirement and be approved by the supervisor and Chief Human Resources Officer in advance of registration:~~
 - ~~3.2.~~ be Graduate level college credit courses directly related to the teaching/professional (School Psychologists, Speech Pathologists, etc.) assignment.
 - ~~4.3.~~ The ~~District~~ESD shall be obligated to place in the proper column retroactively to the first working day of the work year any member who has completed course work and provided official transcripts prior to September 1 entitling them to such movement. The member shall submit appropriate proof of completed course work to the ~~Superintendent~~Human Resources Office by October 1 to be eligible for movement, except when the delay in proof is not the fault of the member. Course work completed after September 1 may be submitted on or before January 1, or on or before April 1 using the process designated by Human Resources. Movement on the salary schedule will take place on the next monthly payroll.

D.C. ~~H.~~ Second~~Multiple~~ Language Stipend

1. The parties acknowledge the growing population of English learners in our region. The parties further acknowledge that the ability to speak a second (or more) language(s) (including American Sign Language) is a benefit in providing quality educational services to our diverse student population.
2. Annually, the ~~District~~ESD shall look at home language data from the 20 districts in the NWRES D service area to determine the ~~three~~four (4) most spoken languages other than English. ~~Data for 2019-20 school year reflects that Spanish, Chinese, and Vietnamese are the three most spoken languages in our region.~~
3. NWEA members who are determined to be proficient in any of the four (4) identified ~~three~~ languages or American Sign Language shall receive ~~an annual~~ stipend of \$~~1000~~1250 in addition to their regular annual salary. Members who qualified for a stipend for a language that falls below the four (4) most spoken languages shall continue to receive the stipend.
4. Proficiency shall be determined by a standardized test, arranged by the HR office and conducted by a qualified assessment service provider. Members who ~~speak one of~~seek to

qualify for a multiple language stipend will contact the three identified languages shall request a proficiency test by September 1 annually. HR office.

5. ~~For 2020-21 this \$1000~~The initial multiple language stipend shall be paid in the ~~October paycheck to allow time for identification of members and for pay period immediately following the conducting~~passing of the proficiency ~~testing~~test. In subsequent years, this shall be the September paycheck annually.

6. Once proficiency is established for any member, assessment is not required annually.

D. The Stipend MOU, recognizing current employee efforts to support growth in the profession, in place for the 2022-2023 contract year shall be renewed for the term of this Agreement.

E. Members holding a Doctorate degree (PhD/EdD, etc.) shall receive a stipend of an additional \$1500 per year above the MA+45 step placement.

F. In the event the ESD believes that it has overpaid a member, or if it believes it has under-deducted a required deduction (PERS, etc.), a written notice will be sent simultaneously to the member and the Association, advising the member of the amount of the error, the reason for the error, and a suggested repayment schedule. The suggested repayment schedule shall not require a repayment of more than \$200 per paycheck. The member will be given three options:

1. Accept the proposed repayment schedule

2. Propose an alternative repayment schedule

or

3. Reject the repayment schedule

In the event the parties are unable to agree to a repayment plan, nothing in this paragraph prevents the ESD from seeking a repayment order from the appropriate County Circuit Court.

There shall be no requirement for a member to repay an overpayment or an under-deduction more than one year old.

ARTICLE 14: PAYROLL DEDUCTIONS

A. The ~~District~~ESD will deduct employee premiums for insurance coverage from the monthly salaries of members. In addition, the ~~District~~ESD will make the following deductions from payroll, if requested by the member in writing:

1. Contributions to the United Way and other charitable organizations approved by ~~NWRESD, the~~ ESD and the Association
2. Association dues;
3. TSA, 403(b)(7) and 457 plans

4. Cafeteria 125 plan (FSA, HSA~~7~~)

B. Payroll deductions shall continue in effect until revoked in writing by the member.

C. Paystubs will identify deductions paid by the member.

~~C.D.~~ Direct deposit to a bank or credit union is available to any member.

~~D.E.~~ **ASSOCIATION DUES**

1. Dues Deduction: Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the ~~District~~ESD of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each.
2. ~~An Employee~~A Member who wishes to terminate dues deduction shall provide the Association with written notice. Notice of termination of dues deduction will become effective on October 1 following the Association receipt of the written notice. The Association shall notify the ~~District~~ESD when a bargaining unit member should no longer have dues deducted. The ~~District~~ESD shall enact dues deduction changes on the pay period following notification.
3. Dues deducted shall be transmitted to the Association within ~~five (5) working~~seven (7) days of deduction.

ARTICLE 15: LAYOFF AND RECALL

- A. The ~~District~~ESD shall determine when a layoff is necessary and which program areas shall be affected. When a layoff occurs, the ~~District~~ESD shall inform the Association president and those members affected as soon as practicable, which will be no later than 30 days before the effective date unless the layoff is the result of an unexpected change.
- B. If layoffs are being considered, the labor management team will meet to discuss whether any of the following may be possible to reduce the number of positions that may be affected: early retirement incentive (ERI) plan, voluntary reductions in FTE or leave of absence with a guarantee of a return to prior FTE on a specific timeline. Any agreed upon plan shall be forwarded to the Board and Association for ratification.
- C. The ~~District~~ESD shall make every reasonable effort to ~~transfer~~:
 - Transfer members whose assignments are eliminated to other positions for which they are qualified. Notice of transfer opportunity shall be delivered personally, or by certified mail. To accept the transfer, the member must respond within five (5) calendar days of receipt of the personal notice or within seven (7) calendar days of mailing of the notice. A member may refuse one transfer opportunity, and thus take a layoff instead of the transfer.
 - Combine positions in a manner that allows members to remain qualified so long as the combined positions meet the curriculum needs of the program and the competence consideration specified in Paragraph D of this Article.

- Maintain the proportion of members with cultural or linguistic expertise, as set forth in ORS 342.934(1)(b), compared to members without cultural or linguistic expertise.

~~C.D.~~ Where existing members of the bargaining unit cannot be transferred to other positions for which they are qualified through every reasonable effort, the ~~District~~ESD shall reduce staff in accordance with [ORS 342.934](#). Licensure and seniority will govern unless a competence or merit difference is demonstrable and significant for the position. Competence includes possessing the current requirements for the position, as reflected in the job description and recent job posting. For members who are licensed specialists such as speech pathologists, psychologists, occupational therapists, physical therapists, nurses, and audiologists, competence shall include recent experience within the employee's specialty area. Before selecting a less senior member based on competence, the ~~District~~ESD will consider the ability and willingness of the senior member who holds the appropriate license to satisfy the competence standard by upgrading ~~his or her~~their skills within a reasonable time. Merit shall be determined primarily by the member's current ~~District~~ESD evaluation. A member who has been non-renewed or non-extended has less merit for purposes of this article as other members qualified to fill the position.

~~D.E.~~ Seniority: For the purposes of this agreement, "seniority" shall be defined as a member's length of service as a licensed employee with the ~~District~~ESD or any of its predecessors inclusive of approved leaves of absence.

~~E.F.~~ **RECALL PROCEDURE**

- Members shall maintain recall rights for twenty-seven (27) months following layoff. Recall shall be offered to the most senior member on the recall list with appropriate licensure unless the ~~District~~ESD wishes to use the merit and/or competence exceptions of [ORS 342.934](#).
 - Notice of recall shall be by personal delivery or certified mail to the last known address. The member shall accept or reject recall in writing within five (5) calendar days after personal service. If delivery is by certified mail, the member shall accept or reject recall in writing within seven (7) calendar days of mailing the notice.
 - A member shall lose the right to recall by resigning or failing to accept an offer of recall to a position. However, acceptance, or non-acceptance of an offer of recall to a position of less than full-time shall not cause the member to lose recall rights to a full-time position.
 - If a member has not already rejected one (1) transfer opportunity under Section B above, a member may also reject one recall opportunity without losing recall rights.
 - A recalled member must report to work within two (2) weeks of acceptance of recall, or later if a later date of recall is given by the ~~District~~ESD. A recalled member who is under contract to another district at the time of recall shall be allowed up to sixty (60) days to report for duty following written acceptance of the ~~District's~~ESD's notice of recall if that district is not willing to immediately release the member.
- G. Subject to the provider's approval, members released under this article shall have the right to continue participation in the group medical insurance plan, provided they pay the regular

monthly premiums in advance.

ARTICLE 16: RIGHTS OF EMPLOYEESMEMBERS

A. PERSONAL LIFE

The personal life of a member is not an appropriate concern of the DistrictESD except insofar as it adversely impacts the member's performance of DistrictESD and State standards of performance and job responsibilities.

B. CRITICISM OF STAFF

All members are expected to act in a professional manner to address in private any concerns or complaints about any ESD or contracting District's members.

C. NON-DISCRIMINATION

The DistrictESD shall not discriminate against any member based upon race, sex, sexual orientation, national origin, religion, marital status, age, or handicapping condition that does not prevent performance of bona fide occupational requirements. Members shall have the right to organize, join, and assist the Association and to participate in professional negotiations with the DistrictESD through representatives of their choosing.

The DistrictESD shall not abridge any rights established under federal and state law for members to engage in political activities. Grievances brought under this Section C may be taken only to Level Two. Any further challenge shall be filed with the appropriate governmental agency or court, under the relevant laws and regulations.

D. DISCIPLINE

All reprimands and unpaid suspensions shall be for just cause and shall be subject to the grievance procedure. Dismissal and non-renewal of staff and evaluations are specifically excluded from this section.

E. DUE PROCESS

Due process rights shall be afforded the member in cases when discipline, dismissal, or non-renewal is being considered. Due process prior to DistrictESD action includes the right to a statement of the charges or potential charges, a right to representation by the Association, and the right to respond to the charges to the member's supervisor or other designated administrator. Members also have the right to a full post-termination hearing, before the school board (in the case of probationary members) or through the Fair Dismissal Appeals process (after completing the probationary period) in case of non-renewal or dismissal, including the rights to give testimony, call and cross-examine witnesses.

F. REQUIRED MEETINGS OR HEARINGS

If a member is required to participate in an interview with a ~~District~~ESD representative in which the member's performance or behavior is being investigated, the member is entitled to representation by the Association. The ~~District~~ESD will advise the member of the purpose of the meeting before the meeting.

G. MEMBERS NOT COVERED BY FAIR DISMISSAL LAW

Members not covered by the Fair Dismissal Law will be provided rights to appeal any dismissal or non-renewal under the same procedures and standards of review and for the same reasons as if the member was TSPC licensed. Dismissed or non-renewed/~~non-extended~~ members prior to the start of their fourth year with the ~~District~~ESD shall be provided a hearing before the school board under [ORS 332.544](#). ~~Dismissed members~~Members who ~~have worked four (4) years~~are ~~dismissed, non-renewed, or more non-extended after the completion of probation~~ for the ~~District~~ESD shall be provided a hearing before an arbitrator under the standards and procedures applicable to the Fair Dismissal Appeals Board.

ARTICLE 17: COMPLAINT PROCEDURES

- A. Definition of Complaint. A complaint is a formal negative report or criticism of a member filed in a timely manner with the ~~District~~ESD by a parent, student, non-~~District~~ESD building administrator, community member, or non-administrative ~~District~~ESD employee, and which includes a written demand for a sanction against the member.
- B. Complaint Procedure. If the ~~District~~ESD intends to make a complaint part of a member's personnel file, the following procedure shall be utilized within ten (10) ~~District~~ESD business days of receipt of the complaint:
1. The member will be informed of the nature of the complaint in writing and, if the complaint is committed to writing by the complainant, will be given a copy of the written complaint.
 2. After having been given notice of the complaint, the member may request and shall be granted a meeting with their supervisor to discuss the complaint. The member shall have the right of representation at any meeting or conference held as a part of the procedure for resolving complaints.
 3. If a written complaint is not handled in accordance with this procedure, it will not be used in the member's evaluation and shall not be the basis of any subsequent action.
 4. If a complaint has been thoroughly investigated and determined to be unfounded, no record of that complaint will be placed in the member's personnel file or used as the basis for disciplinary action.
 5. All complaints put in the member's personnel file will be signed by the member and the member will have the right to attach a rebuttal.

ARTICLE 18: PROVISIONS RELATING TO STUDENTS

STUDENT DISCIPLINE

- A. At ~~District~~ESD sites within public or private school facilities, discipline procedures will be those of the building, adapted, if necessary, to be consistent with any specialized instruction or behavioral plan (including IEP, IFSP, 504, etc.).
- B. At ~~District~~ESD programs not housed within other school sites, the staff will develop a student discipline procedure and implement it, consistent with any specialized instruction or behavioral plan (including IEP, IFSP, 504, etc.).
- C. When, in the judgment of a member, after exhausting all appropriate classroom remedies, a student's behavior seriously disrupts the instructional program to the detriment of other students, the member will follow the site's established procedure or will contact their supervisor for assistance.
- D. Members shall be expected to attend to their students' disruptive behavior. Such behavior may necessitate leaving the classroom. In such cases, the member or the educational assistant may be utilized to monitor such occurrences.
- E. Members shall be expected to respond in a manner appropriate to a situation involving disruptive students not assigned to said member.
- F. Members, in the absence of negligence, shall not be responsible for damage caused by the acting out of disruptive students.

ARTICLE 19: MEMBER EVALUATION

A. PURPOSE

The purpose of the evaluation is to aid the member in making continued professional growth and to determine the member's performance of job responsibilities.

B. COMMITTEE TO REVIEW EVALUATION PROCEDURES

A joint committee of ~~District~~ESD Administrators and NWEA-appointed members shall convene at least every two (2) years to review and collaborate to make ~~a recommendation~~recommended changes to the ~~Board regarding member~~ Evaluation Handbook. Each member shall annually receive a copy of the ~~instrument~~Handbook prior to the first evaluation observation. Evaluation procedures shall be consistent with ORS provisions, but will include a process for improvement and assistance.

C. PROCEDURE

The ~~District~~ESD will conduct member evaluation in accordance with [ORS 342.850](#). Each member shall receive a copy of the ~~instrument~~[Evaluation Handbook](#) prior to the first evaluation observation.

1. Performance of all members shall be evaluated in writing. Probationary members shall have multiple observations with an annual evaluation. Contract members shall be evaluated on a frequency determined by the evaluation procedure, which shall be specified in the Evaluation Handbook.
2. Evaluations of instructional performance shall be based, ~~among other factors,~~ on the supervisor's ~~personal~~ observation-(s). The supervisor will provide written feedback to the member within fifteen (15) calendar days of an observation, ~~or within another time frame mutually agreed to by the supervisor and member.~~
3. Any member whose competency or performance is determined to be in need of improvement shall be so notified in writing with the particular deficiencies identified, ~~prior to being~~ considered for a program of assistance for improvement. Suggestions for improvement shall be given in writing.
4. For contract members who demonstrate deficiencies in work performance which are subject to improvement through assistance, a program of assistance for improvement will be done prior to dismissal or final non-~~renewal~~extension action and shall be based on the listed statutory grounds for termination.
5. The written evaluation document will be given to the member in a meeting with the supervisor at which it is discussed. If the document is revised as a result of that meeting, the final evaluation document will be given to the member within ten (10) days of that meeting. The member will sign one copy of the evaluation document and return it to the supervisor, and will retain a copy for the member's records. In the event that the member feels that the evaluation was incomplete or unjust, they may put their objections in writing and have them attached to the evaluation report to be placed in their personnel files.

ARTICLE 20: VACANCIES, ASSIGNMENTS AND TRANSFERS

A. DEFINITIONS

1. Vacancy shall mean an unfilled position for which no member returning from leave or layoff has been assigned.
2. Assignment shall mean the specific license-required services to be provided in a given location and/or program.
 - a. Location shall mean the county in which services are provided (members may be assigned to programs in more than one county).

- b. Examples of “Program”: Autism Spectrum Disorders services; ~~Department of Schools~~Social Emotional School Programs (e.g. Levi Anderson, Cascade Academy, Pacific Academy, DTP); Deaf/Hard of Hearing programs (classrooms and itinerant services); Speech Language Pathology services; Vision services; AC/AT program; Early Intervention/Early Childhood Special Education (EI/ECSE) programs (includes home visits, classrooms, and community).
3. Member Initiated Transfer Request shall mean a requested change in assignment.
 4. ~~District ESD~~-Initiated Transfer shall mean:
 - a. Change of assignment initiated by NWRESD during the regular school year.
 - b. An assignment for the following year, made by ~~June 10~~May 1, from one program to another ~~or to a different county~~.

B. VACANCY

Whenever the ~~District ESD~~ decides to fill a vacancy or new position in the bargaining unit during the scheduled school year, the ~~District ESD~~ shall announce vacancies and new positions on the NWRESD website and online application system, and will notify the Association president in writing of the opening including a job description. Such vacancy or position shall not be filled before eight (8) calendar days have elapsed from the date of publication and posting. This posting requirement shall not apply to temporary positions.

C. ASSIGNMENT

1. All members shall be notified by ~~June 10~~May 1 of their tentative assignment ~~and work calendar~~ for the following school year. In the event a change is made after ~~June 10~~May 1, the member shall be notified in writing of such a change.
2. The member’s assignment calendar for the following school year shall be provided to each member not later than May 1. For members who work over the summer months, a tentative assignment calendar for the summer shall be provided not later than March 1. (The tentative assignment calendar for the summer of 2024 will be provided not later than March 15, 2024).
3. Members newly hired into the ~~District ESD~~ shall be notified of their tentative assignment and work calendar for the following school year.
4. Upon request, the ESD will provide the Association a copy of the staffing agreements for outside contractors.

D. MEMBER-INITIATED TRANSFERS

1. The Board recognizes that it is desirable in making assignments to consider the interests, aspirations, and length of service of its employees.
2. A request by an employee for transfer to a different assignment when a vacancy exists shall be

made in writing to the Human Resources Office.

3. The request shall set forth the reasons for transfer, the school, grade, or position sought, date of hire, and the member's academic and/or related job qualifications.

E. ~~DISTRICT ESD~~-INITIATED TRANSFERS

1. ~~District ESD~~-initiated transfers may be required by changes in staffing needs for various reasons such as, but not limited to, program reconfiguration, staff realignment, changes in enrollment, and program requests from local school districts.
2. ESD-Initiated transfers may be full or partial transfers, and they may be permanent or temporary. In the event the ESD is contemplating one or more ESD-initiated transfers and prior to any final decision, it will notify the Association President. This notification will include the number and FTE of the positions considered for transfer, the location(s) of the positions being considered for transfer ("from" and "to"), and a brief explanation of the need for the contemplated transfer. The ESD will meet with the Association upon request to consider the following:
 - a. Alternatives to an ESD-initiated transfer;
 - b. Who may be subject to the contemplated transfer;
 - c. How the contemplated transfer will affect the workload of the staff to be transferred and for the staff remaining in the work unit;
 - d. The duration of the contemplated transfer, if temporary;
 - e. The effective date of the contemplated transfer;
 - f. Any other such matter(s) deemed appropriate under the circumstances.
- ~~2.3.~~ Notice of ~~a district~~ an ESD initiated transfer will be given to the Association President and affected member as soon as possible. The transfer will be completed only after a meeting between the member, an Association representative, the supervisor, and the Chief Human Resources Officer or designee, at which time the member will be notified of the reason for the transfer.
- ~~3.4.~~ Member(s) being transferred will be informed of all appropriate vacancies known at the time the transfer discussion is occurring. The member's desire to fill an appropriate vacancy shall be granted except in situations where layoff or district request has created a "hold" on a position.
- ~~4.5.~~ No ~~employee~~ member will be transferred to a position outside of the member's licensure area.
6. Across County Transfers: Any member who has been subject to an ESD-initiated transfer across county lines in the past five (5) years will not be subject to another such ESD-initiated transfer.

~~5.7.~~ If possible, the member being transferred will be given the opportunity to visit the new assignment prior to the start of the assignment.

~~6.8.~~ When ~~a District~~ ESD initiated transfer is necessary, a member's length of service in the ~~District~~ ESD; licensure; residence; area of competence or major or minor field of study will be considered.

~~7.9.~~ A member will not be subject to ~~a district~~ ESD initiated transfer more than ~~threetwo (2)~~ twofive (5) times in ~~twofive (5)~~ years. During layoff situations, this may not be avoidable.

~~8.10.~~ The ~~District~~ ESD will provide moving assistance for the member when moving their classroom supplies/materials to the new assignment. Assistance may include providing an additional or trade day to complete moving activities.

~~9.11.~~ The member will be given priority consideration for future vacant positions for which they qualify and apply.

~~12. F.~~ In the event an ESD-initiated transfer is necessary due to staffing shortages after the start of the school year, the transfer shall be considered temporary for a period ending not later than the end of the school year. The ESD will continue recruiting efforts for the transferred position.

F. TEMPORARY EMPLOYEE HIRE

1. Employees hired into an open position after the beginning of the school year are identified as "temporary employees". These temporary employees are represented by the Association.
2. Temporary employees who have been in a specific position for more than 90 work days and have received a positive performance review may be hired into the specific position held by that employee unless the position is to be filled by an employee returning from leave or a regular employee being reassigned to the position. If the temporary employee is hired into the position, the position will not be posted. If the position is not filled by the temporary employee, by an employee returning from leave, or by an employee being reassigned, it will be posted.

ARTICLE 21: MISCELLANEOUS PROVISIONS

A. SEPARABILITY

If any provision of this Agreement ~~or any application of this Agreement to any member or group of members~~ is held to be ~~contrary to~~ invalid by operation of law or by the law, such as Oregon Employment Relations Board, or if compliance with or enforcement of any provision or application should be restrained by any such entity, the remainder of the Agreement shall not be deemed valid ~~affected thereby~~ and subsisting, except to the extent permitted by law, but all other provisions, upon request of either the Board or applications ~~the Association, the parties shall continue in full force and effect.~~ enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the ~~District~~ESD and an individual member heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. PRINTING AGREEMENT

Copies of the ratified Agreement shall be provided by email to association members within thirty (30) days after the Agreement is signed. A link shall be provided to all newly hired members in the "welcome" correspondence from the HR office. New members shall be offered a printed copy at their new employee orientation meeting in the HR office. The Agreement shall be posted on the ~~District's~~ESD's website for all members. Those members unable to access the ~~District's~~ESD's website may request a printed copy from the HR Department.

D. NO-STRIKE/NO LOCKOUT CLAUSE

The Association and members of the bargaining unit, as individuals or as a group, will not initiate, cause, or participate in joining in any strike, work stoppage, slowdown, or any other restriction of work during the term of this Agreement. This provision shall not apply to disputes arising out of bargaining obligations under ORS 243.698 (Expedited Bargaining Process) or ORS 243.702 (Renegotiation of Invalid Provisions).

The ESD will not lockout members during the terms of this Agreement.

ARTICLE 22: DURATION OF THE AGREEMENT

This Agreement shall be effective as of July 1, ~~2020~~2023, and shall remain in effect through June 30, ~~2023~~2026.

In witness whereof, the Association has caused this Agreement to be signed by its President and the District has caused this Agreement to be signed by its Board Chairperson, attested by its Clerk.

APPENDIX A – LICENSED SALARY SCHEDULE

2023-2024 – 190 Day Calendar

OLD STEP	NEW STEP	BA+0	BA+30	MA+0	MA+45
1		50,015.26	51,265.65	52,547.29	53,860.97
2	1	\$ 52,265.95	\$ 53,572.60	\$ 54,911.91	\$ 56,284.71
3	2	\$ 54,487.25	\$ 55,849.44	\$ 57,245.67	\$ 58,676.81
4	3	\$ 56,802.96	\$ 58,223.04	\$ 59,678.61	\$ 61,170.58
5	4	\$ 59,217.09	\$ 60,697.52	\$ 62,214.95	\$ 63,770.33
6	5	\$ 61,585.77	\$ 63,125.42	\$ 64,703.55	\$ 66,321.14
7	6	\$ 64,049.20	\$ 65,650.43	\$ 67,291.69	\$ 68,973.99
8	7	\$ 66,611.17	\$ 68,276.45	\$ 69,983.36	\$ 71,732.94
9	8	\$ 69,109.09	\$ 70,836.82	\$ 72,607.74	\$ 74,422.93
10	9	\$ 71,700.68	\$ 73,493.20	\$ 75,330.53	\$ 77,213.79
11	10	\$ 74,389.46	\$ 76,249.19	\$ 78,155.42	\$ 80,109.31
12	11	\$ 76,249.20	\$ 78,917.91	\$ 80,890.86	\$ 82,913.13
13	12		\$ 81,680.04	\$ 83,722.04	\$ 85,815.09
14	13		\$ 84,130.44	\$ 86,233.70	\$ 88,389.55
15	14		\$ 86,233.70	\$ 88,389.55	\$ 90,599.28
16	15			\$ 90,599.28	\$ 92,864.27
	16			\$ 92,864.26	\$ 95,185.88

2023-2024 – 210 Day Calendar

OLD STEP	NEW STEP	BA+0	BA+30	MA+0	MA+45
1		55,280.02	56,662.03	58,078.58	59,530.55
2	1	\$ 57,767.63	\$ 59,211.82	\$ 60,692.11	\$ 62,209.42
3	2	\$ 60,222.75	\$ 61,728.33	\$ 63,271.53	\$ 64,853.32
4	3	\$ 62,782.22	\$ 64,351.78	\$ 65,960.57	\$ 67,609.59
5	4	\$ 65,450.47	\$ 67,086.73	\$ 68,763.89	\$ 70,483.00
6	5	\$ 68,068.48	\$ 69,770.20	\$ 71,514.45	\$ 73,302.31
7	6	\$ 70,791.22	\$ 72,561.00	\$ 74,375.03	\$ 76,234.41
8	7	\$ 73,622.87	\$ 75,463.44	\$ 77,350.03	\$ 79,283.78
9	8	\$ 76,383.73	\$ 78,293.33	\$ 80,250.66	\$ 82,256.92
10	9	\$ 79,248.12	\$ 81,229.33	\$ 83,260.06	\$ 85,341.56
11	10	\$ 82,219.93	\$ 84,275.42	\$ 86,382.31	\$ 88,541.87
12	11	\$ 84,275.43	\$ 87,225.06	\$ 89,405.69	\$ 91,640.83
13	12		\$ 90,277.94	\$ 92,534.89	\$ 94,848.26
14	13		\$ 92,986.28	\$ 95,310.93	\$ 97,693.71
15	14		\$ 95,310.93	\$ 97,693.71	\$ 100,136.05
16	15			\$ 100,136.05	\$ 102,639.46
	16			\$ 102,639.45	\$ 105,205.45

2023-2024 – 220 Day Calendar

OLD STEP	NEW STEP	BA+0	BA+30	MA+0	MA+45
1		-\$57,912.41	-\$59,360.23	-\$60,844.23	-\$62,365.33
2	1	\$60,518.47	\$62,031.43	\$63,582.21	\$65,171.77
3	2	\$63,090.50	\$64,667.77	\$66,284.46	\$67,941.57
4	3	\$65,771.85	\$67,416.15	\$69,101.55	\$70,829.09
5	4	\$68,567.16	\$70,281.34	\$72,038.36	\$73,839.33
6	5	\$71,309.84	\$73,092.59	\$74,919.90	\$76,792.90
7	6	\$74,162.23	\$76,016.29	\$77,916.69	\$79,864.62
8	7	\$77,128.72	\$79,056.94	\$81,033.36	\$83,059.19
9	8	\$80,021.05	\$82,021.58	\$84,072.12	\$86,173.92
10	9	\$83,021.84	\$85,097.39	\$87,224.82	\$89,405.44
11	10	\$86,135.16	\$88,288.54	\$90,495.75	\$92,758.15
12	11	\$88,288.55	\$91,378.63	\$93,663.10	\$96,004.68
13	12		\$94,576.89	\$96,941.31	\$99,364.84
14	13		\$97,414.19	\$99,849.55	\$102,345.79
15	14		\$99,849.55	\$102,345.79	\$104,904.43
16	15			\$104,904.43	\$107,527.05
	16			\$107,527.04	\$110,215.23

2024-2025 – 192 Day Calendar

STEP	BA+0	BA+30	MA+0	MA+45
1	\$ 54,356.59	\$ 55,715.50	\$ 57,108.39	\$ 58,536.10
2	\$ 56,666.74	\$ 58,083.42	\$ 59,535.50	\$ 61,023.88
3	\$ 59,075.08	\$ 60,551.96	\$ 62,065.75	\$ 63,617.40
4	\$ 61,585.77	\$ 63,125.42	\$ 64,703.55	\$ 66,321.14
5	\$ 64,049.20	\$ 65,650.44	\$ 67,291.69	\$ 68,973.99
6	\$ 66,611.17	\$ 68,276.45	\$ 69,983.36	\$ 71,732.95
7	\$ 69,275.62	\$ 71,007.51	\$ 72,782.69	\$ 74,602.26
8	\$ 71,873.45	\$ 73,670.29	\$ 75,512.05	\$ 77,399.85
9	\$ 74,568.71	\$ 76,432.93	\$ 78,343.75	\$ 80,302.34
10	\$ 77,365.04	\$ 79,299.16	\$ 81,281.64	\$ 83,313.68
11	\$ 80,459.64	\$ 82,074.63	\$ 84,126.49	\$ 86,229.66
12		\$ 84,947.24	\$ 87,070.92	\$ 89,247.69
13		\$ 87,495.66	\$ 89,683.05	\$ 91,925.13
14		\$ 90,995.49	\$ 91,925.13	\$ 94,223.25
15			\$ 94,223.25	\$ 96,578.84
16			\$ 97,992.18	\$ 100,441.99

2024-2025 – 210 Day Calendar

STEP	BA+0	BA+30	MA+0	MA+45
1	\$ 59,452.52	\$ 60,938.83	\$ 62,462.30	\$ 64,023.86
2	\$ 61,979.25	\$ 63,528.74	\$ 65,116.95	\$ 66,744.87
3	\$ 64,613.37	\$ 66,228.71	\$ 67,884.41	\$ 69,581.53
4	\$ 67,359.44	\$ 69,043.43	\$ 70,769.51	\$ 72,538.75
5	\$ 70,053.81	\$ 71,805.17	\$ 73,600.29	\$ 75,440.30
6	\$ 72,855.97	\$ 74,677.37	\$ 76,544.30	\$ 78,457.91
7	\$ 75,770.21	\$ 77,664.46	\$ 79,606.07	\$ 81,596.22
8	\$ 78,611.59	\$ 80,576.88	\$ 82,591.30	\$ 84,656.09
9	\$ 81,559.53	\$ 83,598.52	\$ 85,688.48	\$ 87,830.68
10	\$ 84,618.01	\$ 86,733.46	\$ 88,901.79	\$ 91,124.34
11	\$ 88,002.73	\$ 89,769.13	\$ 92,013.35	\$ 94,313.69
12		\$ 92,911.04	\$ 95,233.82	\$ 97,614.66
13		\$ 95,698.38	\$ 98,090.84	\$ 100,543.11
14		\$ 99,526.31	\$ 100,543.11	\$ 103,056.68
15			\$ 103,056.68	\$ 105,633.11
16			\$ 107,178.95	\$ 109,858.43

2024-2025 – 220 Day Calendar

STEP	BA+0	BA+30	MA+0	MA+45
1	\$62,283.59	\$63,840.68	\$65,436.70	\$67,072.61
2	\$64,930.64	\$66,553.92	\$68,217.76	\$69,923.20
3	\$67,690.20	\$69,382.45	\$71,117.01	\$72,894.94
4	\$70,567.03	\$72,331.21	\$74,139.48	\$75,992.97
5	\$73,389.71	\$75,224.46	\$77,105.06	\$79,032.70
6	\$76,325.30	\$78,233.43	\$80,189.27	\$82,194.01
7	\$79,378.31	\$81,362.77	\$83,396.83	\$85,481.76
8	\$82,354.99	\$84,413.87	\$86,524.22	\$88,687.33
9	\$85,443.31	\$87,579.40	\$89,768.88	\$92,013.10
10	\$88,647.44	\$90,863.62	\$93,135.21	\$95,463.59
11	\$92,193.34	\$94,043.85	\$96,394.94	\$98,804.82
12		\$97,335.38	\$99,768.76	\$102,262.98
13		\$100,255.44	\$102,761.83	\$105,330.88
14		\$104,265.66	\$105,330.88	\$107,964.14
15			\$107,964.14	\$110,663.25
16			\$112,282.71	\$115,089.78

2025-2026 – 192 Day Calendar

STEP	BA+0	BA+30	MA+0	MA+45
1	\$56,530.85	\$57,944.12	\$59,392.73	\$60,877.54
2	\$58,933.41	\$60,406.76	\$61,916.92	\$63,464.84
3	\$61,438.08	\$62,974.04	\$64,548.38	\$66,162.10
4	\$64,049.20	\$65,650.44	\$67,291.69	\$68,973.99
5	\$66,611.17	\$68,276.46	\$69,983.36	\$71,732.95
6	\$69,275.62	\$71,007.51	\$72,782.69	\$74,602.27
7	\$72,046.64	\$73,847.81	\$75,694.00	\$77,586.35
8	\$74,748.39	\$76,617.10	\$78,532.53	\$80,495.84
9	\$77,551.46	\$79,490.25	\$81,477.50	\$83,514.43
10	\$80,459.64	\$82,471.13	\$84,532.91	\$86,646.23
11	\$83,678.03	\$85,357.62	\$87,491.55	\$89,678.85
12		\$88,345.13	\$90,553.76	\$92,817.60
13		\$90,995.49	\$93,270.37	\$95,602.14
14		\$94,635.31	\$95,602.14	\$97,992.18
15			\$97,992.18	\$100,441.99
16			\$101,911.87	\$104,459.67

2025-2026 – 210 Day Calendar

STEP	BA+0	BA+30	MA+0	MA+45
1	\$61,830.62	\$63,376.38	\$64,960.80	\$66,584.81
2	\$64,458.42	\$66,069.89	\$67,721.63	\$69,414.67
3	\$67,197.90	\$68,877.86	\$70,599.79	\$72,364.80
4	\$70,053.81	\$71,805.17	\$73,600.29	\$75,440.30
5	\$72,855.97	\$74,677.38	\$76,544.30	\$78,457.91
6	\$75,770.21	\$77,664.46	\$79,606.07	\$81,596.23
7	\$78,801.01	\$80,771.04	\$82,790.31	\$84,860.07
8	\$81,756.05	\$83,799.95	\$85,894.95	\$88,042.33
9	\$84,821.91	\$86,942.46	\$89,116.02	\$91,343.91
10	\$88,002.73	\$90,202.80	\$92,457.87	\$94,769.31
11	\$91,522.85	\$93,359.90	\$95,693.88	\$98,086.24
12		\$96,627.49	\$99,043.18	\$101,519.25
13		\$99,526.32	\$102,014.47	\$104,564.84
14		\$103,507.37	\$104,564.84	\$107,178.95
15			\$107,178.95	\$109,858.43
16			\$111,466.11	\$114,252.76

2025-2026 – 220 Day Calendar

STEP	BA+0	BA+30	MA+0	MA+45
1	\$64,774.93	\$66,394.30	\$68,054.17	\$69,755.51
2	\$67,527.87	\$69,216.08	\$70,946.47	\$72,720.13
3	\$70,397.80	\$72,157.75	\$73,961.69	\$75,810.74
4	\$73,389.71	\$75,224.46	\$77,105.06	\$79,032.70
5	\$76,325.30	\$78,233.44	\$80,189.27	\$82,194.01
6	\$79,378.31	\$81,362.77	\$83,396.83	\$85,481.77
7	\$82,553.44	\$84,617.28	\$86,732.71	\$88,901.03
8	\$85,649.20	\$87,790.43	\$89,985.19	\$92,234.82
9	\$88,861.05	\$91,082.58	\$93,359.64	\$95,693.62
10	\$92,193.34	\$94,498.17	\$96,860.63	\$99,282.14
11	\$95,881.08	\$97,805.61	\$100,250.73	\$102,757.02
12		\$101,228.79	\$103,759.52	\$106,353.50
13		\$104,265.67	\$106,872.30	\$109,544.12
14		\$108,436.29	\$109,544.12	\$112,282.71
15			\$112,282.71	\$115,089.78
16			\$116,774.02	\$119,693.37



March 12, 2024

TO: Board of Directors

FR: Jordan Ely, CFO

RE: March 2024 Financial and Facilities Report (page 3) as of February 29, 2024

EXPLANATION:

FINANCIAL REPORT:

Introduction

This report provides an overview of the fiscal health of NW Regional Educational Service District (ESD) for the period ended February 29, 2024. Projections remain relatively stable from the last report.

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. Projections are becoming more reliable, but the special revenue fund continues to be a challenging fund to forecast.

As a reminder, expenditure projections are expected to improve significantly after all employee groups have settled contracts. Revenue projections have seen material improvement as some grant agreements and contracts have been received. While in a typical year, we would have better data to inform projections, this has not been a typical year. Analysis of historical regression is still relied upon for several of the projections provided, but the grant agreements we have received so far have not been consistent with historical trends, making it difficult to ascertain the accuracy of a regression model.

2022-23 numbers are still being audited, so beginning fund balance information and prior year-to-date comparison figures are subject to change.

General Fund

The general fund has not seen material changes in real or anticipated performance since the last report. The blurb from that report is included below for reference.

The main change in the general fund is that increased expenditure projections for transfers of service credits are now included to offer a clearer understanding of the impact of increased State School Fund (SSF) revenue. The fund is projected to operate at a deficit for the current fiscal year but rebound in the next year, due to the 49%/51% split used by ODE for distributing SSF payments throughout the two years of the biennium.

Special Revenue Fund

Other than changes to the forecasts for both revenues and expenses, February also saw little change for the special revenue fund. The adjustments made to those forecasts are based on indications from the legislature about funding for grants, as well as a reflection of the spending plan changes made by the managers of affected grants. The forecasts are not considered stable, at this point, and are therefore not reliable. However, we are gaining a clear enough picture to warrant adjustment.

PRESENTER(S):

Jordan Ely

SUPPLEMENTARY MATERIALS:

[March 2024 Financial Report](#)

RECOMMENDATION:

To approve the March 2024 financial report as presented.

PROPOSED MOTION:

"I move to approve the March 2024 financial report as presented."

Debt Service Fund

The Debt Service Fund covers principal and interest payments on the district's long-term debts. The fund is new this year and has not yet seen any activity.

Capital Projects Fund

The Capital Projects Fund is used for construction, renovation, and major equipment purchases. There remains very little activity in this fund, as planning is still underway. The project is expected to go to bid on March 4.

During the budget process, it was not clear whether the loan for this project would close prior to June 30, so the revenues were budgeted in the "other sources" category, rather than as fund balance and the full cost of the building was also appropriated. However, the loan and the sale of the property both closed prior to year end, leaving the revenue and the expense side of this fund much lower than the budgeted amounts.

Enterprise Fund

Enterprise Funds are used when NW Regional ESD operates revenue-generating services; for example, Cascade Technology Alliance or business management services. Similar to the special revenue fund, this fund experiences delayed revenue, but the delays are normal and expected. The performance of this fund has not changed materially since the February report.

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. This fund has also not experienced material changes in performance since the last report. Staff will process interfund transfers closer to the end of the year to cover activities in this fund.

Conclusion

To conclude, the ESD's ability to satisfy its current and long term liabilities remains strong, and grant reimbursement claims have begun. Staff no longer have concerns about cash flow for this fiscal year, despite the disappointing overall funding levels for our early learning programs.

FACILITIES REPORT:

The Aloclek project is beginning to take shape after months of planning, community engagement, and design. Staff issued a request for qualifications (RFQ) to identify six contractors who will be invited to bid on the project. The purpose of the RFQ process is to ensure that only contractors with the necessary capacity and qualifications submit bids.

The agency received twelve responses and narrowed that field to six through a committee of three staff members, under advisement from Wenaha. Submissions were scored on three categories:

1. Prior experience and performance with similar projects
2. Staff and resources to meet contractual responsibilities
3. Use of apprentices and minority, women, and veteran-owned sub-contractors

The 6 contractors who were selected by the committee are:

Bremik Construction
Emerick Construction
INLINE Commercial Construction
Kirby Nagelhout Construction
P&C Construction
Perlo Construction

All six contractors demonstrated successful completion of other projects of similar scope and scale. All received positive comments from references, as well. Bid documents were sent to these contractors on March 4.

In order to give contractors the best opportunity to develop accurate and efficient bids, the bid development window has been extended to April 2, which will be followed by a bid evaluation period, notice of intent to award, and a seven-day protest period. Staff expect to need a special session of the board in mid-April to request contract authorization, as the extra time given to contractors extends the project timeline by two weeks.

NW REGIONAL ESD MONTHLY FINANCIAL REPORT

For the Period Ended February 29, 2023

GENERAL FUND	Prior YTD	Current YTD	Add: Projections	Annual Forecast	Annual Budget	Variance Fav / (Unfav)
Beginning Fund Balance	\$ 6,291,285	\$ 7,261,823	\$ -	\$ 7,261,823	\$ 6,979,639	\$ 282,184
REVENUES						
Local Sources	\$ 16,187,059	\$ 17,807,817	\$ 2,273,806	\$ 20,081,623	\$ 20,648,229	\$ (566,606)
Intermediate Sources	\$ 4,489	\$ 2,739	\$ -	\$ 2,739	\$ -	\$ 2,739
State Sources	\$ 23,296,037	\$ 24,625,487	\$ 17,232,414	\$ 41,857,901	\$ 41,052,805	\$ 805,096
Federal Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Sources	\$ 275,000	\$ -	\$ 425,000	\$ 425,000	\$ 425,000	\$ -
TOTAL REVENUE	\$ 39,762,585	\$ 42,436,043	\$ 19,931,220	\$ 62,367,263	\$ 62,126,034	\$ 241,229
EXPENDITURES						
Instruction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Support Services	\$ 6,229,332	\$ 6,976,142	\$ 3,258,847	\$ 10,234,989	\$ 12,265,319	\$ 2,030,330
Enterprise and Community Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Acquisition and Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Uses	\$ 45,688,576	\$ 1,901,689	\$ 51,316,112	\$ 53,217,801	\$ 50,556,886	\$ (2,660,915)
Contingencies	\$ -	\$ -	\$ -	\$ -	\$ 700,000	\$ 700,000
TOTAL EXPENDITURES	\$ 51,917,908	\$ 8,877,831	\$ 54,574,959	\$ 63,452,790	\$ 63,522,205	\$ 69,415
SURPLUS / (DEFICIT)	\$ (12,155,323)	\$ 33,558,212		\$ (1,085,527)		
Period End Fund Balance	\$ (5,864,038)	\$ 40,820,035				
Projected Year End Fund Balance				\$ 6,176,296		
SPECIAL REVENUE FUND						
Beginning Fund Balance	\$ 14,334,824	\$ 21,262,451	\$ -	\$ 21,262,451	\$ 9,256,392	\$ 12,006,059
REVENUES						
Local Sources	\$ 14,334,824	\$ 17,092,167	\$ 22,507,896	\$ 39,600,063	\$ 41,694,061	\$ (2,093,998)
Intermediate Sources	\$ -	\$ 1,002	\$ -	\$ 1,002	\$ -	\$ 1,002
State Sources	\$ 18,812,090	\$ 16,021,527	\$ 28,026,028	\$ 44,047,555	\$ 52,009,612	\$ (7,962,057)
Federal Sources	\$ 5,697,611	\$ 3,578,080	\$ 10,345,876	\$ 13,923,956	\$ 18,298,422	\$ (4,374,466)
Other Sources	\$ 3,583,518	\$ 2,006,535	\$ 170,971	\$ 2,177,506	\$ 3,343,624	\$ (1,166,118)
TOTAL REVENUE	\$ 42,428,043	\$ 38,699,311	\$ 61,050,771	\$ 99,750,082	\$ 115,345,719	\$ (15,595,637)
EXPENDITURES						
Instruction	\$ 27,252,085	\$ 28,682,640	\$ 35,331,027	\$ 64,013,667	\$ 70,807,394	\$ 6,793,727
Support Services	\$ 15,631,569	\$ 14,276,230	\$ 22,051,490	\$ 36,327,720	\$ 41,768,359	\$ 5,440,639
Enterprise and Community Services	\$ 1,067,735	\$ 1,134,824	\$ 1,327,034	\$ 2,461,858	\$ 2,732,053	\$ 270,195
Facilities Acquisition and Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Uses	\$ 816,266	\$ 1,153,443	\$ 3,275,113	\$ 4,428,556	\$ 9,294,305	\$ 4,865,749
Contingencies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 44,767,654	\$ 45,247,137	\$ 61,984,664	\$ 107,231,801	\$ 124,602,111	\$ 17,370,310
SURPLUS / (DEFICIT)	\$ (2,339,611)	\$ (6,547,826)		\$ (7,481,719)		
Period End Fund Balance	\$ 11,995,213	\$ 14,714,625				
Projected Year End Fund Balance				\$ 13,780,732		

NW REGIONAL ESD MONTHLY FINANCIAL REPORT

For the Period Ended February 29, 2023

DEBT SERVICE FUND	Prior YTD	Current YTD	Add: Projections	Annual Forecast	Annual Budget	Variance Fav / (Unfav)
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES						
Local Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intermediate Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Sources	\$ -	\$ -	\$ 1,321,979	\$ 1,321,979	\$ 1,750,000	\$ (428,021)
TOTAL REVENUE	\$ -	\$ -	\$ 1,321,979	\$ 1,321,979	\$ 1,750,000	\$ (428,021)
EXPENDITURES						
Instruction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Support Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enterprise and Community Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Acquisition and Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Uses	\$ -	\$ -	\$ 1,321,979	\$ 1,321,979	\$ 1,750,000	\$ 428,021
Contingencies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ 1,321,979	\$ 1,321,979	\$ 1,750,000	\$ 428,021
SURPLUS / (DEFICIT)	\$ -	\$ -	\$ -	\$ -		
Period End Fund Balance	\$ -	\$ -				
Projected Year End Fund Balance				\$ -		
CAPITAL PROJECTS FUND	Prior YTD	Current YTD	Add: Projections	Annual Forecast	Annual Budget	Variance Fav / (Unfav)
Beginning Fund Balance	\$ 2,209,287	\$ 11,793,837	\$ -	\$ 11,793,837	\$ 2,070,150	\$ 9,723,687
REVENUES						
Local Sources	\$ -	\$ 24	\$ -	\$ 24	\$ 50,000	\$ (49,976)
Intermediate Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Sources	\$ -	\$ (237,552)	\$ -	\$ (237,552)	\$ -	\$ (237,552)
Other Sources	\$ 50,000	\$ -	\$ -	\$ -	\$ 15,388,850	\$ (15,388,850)
TOTAL REVENUE	\$ 50,000	\$ (237,528)	\$ -	\$ (237,528)	\$ 15,438,850	\$ (15,676,378)
EXPENDITURES						
Instruction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Support Services	\$ 268,852	\$ -	\$ -	\$ -	\$ 650,000	\$ 650,000
Enterprise and Community Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Acquisition and Construction	\$ -	\$ 795,980	\$ 903,398	\$ 1,699,378	\$ 16,314,500	\$ 14,615,122
Other Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingencies	\$ -	\$ -	\$ -	\$ -	\$ 544,500	\$ 544,500
TOTAL EXPENDITURES	\$ 268,852	\$ 795,980	\$ 903,398	\$ 1,699,378	\$ 17,509,000	\$ 15,809,622
SURPLUS / (DEFICIT)	\$ (218,852)	\$ (1,033,508)	\$ -	\$ (1,936,906)		
Period End Fund Balance	\$ 1,990,435	\$ 10,760,329				
Projected Year End Fund Balance				\$ 9,856,931		

NW REGIONAL ESD MONTHLY FINANCIAL REPORT

For the Period Ended February 29, 2023

ENTERPRISE FUND	Prior YTD	Current YTD	Add: Projections	Annual Forecast	Annual Budget	Variance Fav / (Unfav)
Beginning Fund Balance	\$ 1,386,420	\$ 1,309,076	\$ -	\$ 1,309,076	\$ 1,704,094	\$ (395,018)
REVENUES						
Local Sources	\$ 4,215,137	\$ 4,456,453	\$ 1,486,396	\$ 5,942,849	\$ 5,394,222	\$ 548,627
Intermediate Sources	-	-	-	-	-	-
State Sources	\$ 32,745	\$ 92,335	\$ 147,452	\$ 239,787	\$ 295,000	\$ (55,213)
Federal Sources	-	-	-	-	-	-
Other Sources	\$ 81,000	\$ 52,000	\$ 2,747,587	\$ 2,799,587	\$ 2,799,587	-
TOTAL REVENUE	\$ 4,328,882	\$ 4,600,788	\$ 4,381,435	\$ 8,982,223	\$ 8,488,809	\$ 493,414
EXPENDITURES						
Instruction	\$ 96,039	\$ 180,976	\$ 172,822	\$ 353,798	\$ 328,503	\$ (25,295)
Support Services	\$ 6,305,905	\$ 6,758,267	\$ 2,692,832	\$ 9,451,099	\$ 9,864,400	\$ 413,301
Enterprise and Community Services	-	-	-	-	-	-
Facilities Acquisition and Construction	-	-	-	-	-	-
Other Uses	-	-	-	-	-	-
Contingencies	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 6,401,944	\$ 6,939,243	\$ 2,865,654	\$ 9,804,897	\$ 10,192,903	\$ 388,006
SURPLUS / (DEFICIT)	\$ (2,073,062)	\$ (2,338,455)		\$ (822,674)		
Period End Fund Balance	\$ (686,642)	\$ (1,029,379)				
Projected Year End Fund Balance				\$ 486,402		
TRUST & AGENCY FUND						
Beginning Fund Balance	\$ 12,286,975	\$ 8,408,285	\$ -	\$ 8,408,285	\$ 9,007,234	\$ (598,949)
REVENUES						
Local Sources	-	-	-	-	-	-
Intermediate Sources	-	-	-	-	-	-
State Sources	\$ 500	\$ 500	\$ (500)	-	-	-
Federal Sources	-	-	-	-	-	-
Other Sources	\$ 43,040,288	-	\$ 44,546,941	\$ 44,546,941	\$ 44,546,941	-
TOTAL REVENUE	\$ 43,040,788	\$ 500	\$ 44,546,441	\$ 44,546,941	\$ 44,546,941	\$ -
EXPENDITURES						
Instruction	\$ 5,650,582	\$ 6,674,015	\$ 7,661,247	\$ 14,335,262	\$ 16,290,493	\$ 1,955,231
Support Services	\$ 5,813,383	\$ 6,881,971	\$ 3,467,232	\$ 10,349,203	\$ 8,957,231	\$ (1,391,972)
Enterprise and Community Services	\$ 4,610	-	\$ 41,551	\$ 41,551	\$ 124,653	\$ 83,102
Facilities Acquisition and Construction	-	-	-	-	-	-
Other Uses	\$ 15,006,701	\$ 12,511,625	\$ 7,661,348	\$ 20,172,973	\$ 28,181,798	\$ 8,008,825
Contingencies	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 26,475,276	\$ 26,067,611	\$ 18,831,378	\$ 44,898,989	\$ 53,554,175	\$ 8,655,186
SURPLUS / (DEFICIT)	\$ 16,565,512	\$ (26,067,111)		\$ (352,048)		
Period End Fund Balance	\$ 28,852,487	\$ (17,658,826)				
Projected Year End Fund Balance				\$ 8,056,237		

NW REGIONAL ESD MONTHLY FINANCIAL REPORT

For the Period Ended February 29, 2023

ALL FUNDS	Prior YTD	Current YTD	Add: Projections	Annual Forecast	Annual Budget	Variance Fav / (Unfav)
Beginning Fund Balance	\$ 36,508,791	\$ 50,035,472	\$ -	\$ 50,035,472	\$ 29,017,509	\$ 21,017,963
REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Sources	\$ 34,737,020	\$ 39,356,461	\$ 26,268,098	\$ 65,624,559	\$ 67,786,512	\$ (2,161,953)
Intermediate Sources	\$ 4,489	\$ 3,741	\$ -	\$ 3,741	\$ -	\$ 3,741
State Sources	\$ 42,141,372	\$ 40,739,849	\$ 45,405,394	\$ 86,145,243	\$ 93,357,417	\$ (7,212,174)
Federal Sources	\$ 5,697,611	\$ 3,340,528	\$ 10,345,876	\$ 13,686,404	\$ 18,298,422	\$ (4,612,018)
Other Sources	\$ 47,029,806	\$ 2,058,535	\$ 49,212,478	\$ 51,271,013	\$ 68,254,002	\$ (16,982,989)
TOTAL REVENUE	\$ 129,610,298	\$ 85,499,114	\$ 131,231,846	\$ 216,730,960	\$ 247,696,353	\$ (30,965,393)
EXPENDITURES						
Instruction	\$ 32,998,706	\$ 35,537,631	\$ 43,165,096	\$ 78,702,727	\$ 87,426,390	\$ 8,723,663
Support Services	\$ 34,249,041	\$ 34,892,610	\$ 31,470,401	\$ 66,363,011	\$ 73,505,309	\$ 7,142,298
Enterprise and Community Services	\$ 1,072,345	\$ 1,134,824	\$ 1,368,585	\$ 2,503,409	\$ 2,856,706	\$ 353,297
Facilities Acquisition and Construction	\$ -	\$ 795,980	\$ 903,398	\$ 1,699,378	\$ 16,314,500	\$ 14,615,122
Other Uses	\$ 61,511,543	\$ 15,566,757	\$ 63,574,552	\$ 79,141,309	\$ 89,782,989	\$ 10,641,680
Contingencies	\$ -	\$ -	\$ -	\$ -	\$ 1,244,500	\$ 1,244,500
TOTAL EXPENDITURES	\$ 129,831,634	\$ 87,927,802	\$ 140,482,032	\$ 228,409,834	\$ 271,130,394	\$ 42,720,560
SURPLUS / (DEFICIT)	\$ (221,336)	\$ (2,428,688)		\$ (11,678,874)		
Period End Fund Balance	\$ 36,287,455	\$ 47,606,784				
Projected Year End Fund Balance				\$ 38,356,598		



Northwest Regional Education Service District

March 12, 2024

TO: Board of Directors

FR: Debbie Simons, Chief Human Resources Officer

RE: Classified Appreciation Week

EXPLANATION:

Each year at this time, Northwest Regional ESD joins school districts and ESD's across Oregon in honoring our classified staff who work to make our schools and programs great places to teach and learn, whether in person or from a distance.

These hardworking, impactful employees perform critical work every day that is essential to our educational mission. During this past year, classified staff have provided invaluable support to students, families and staff, enabling them to continue learning and working during the pandemic which has so greatly altered school operations and all aspects of our normal lives. This year's theme is "You Make A Difference."

Whatever their specific role, our classified staff members serve as the vital backbone of our NWRESD team. Our educational system absolutely could not function without them.

THANK YOU, NWRESD classified employees. We appreciate you!

PRESENTER(S):

Debbie Simons, CHRO

SUPPLEMENTARY MATERIALS:

[Resolution 24-003: Classified Appreciation Week](#)

RECOMMENDATION:

Approve Resolution 24-003: Classified Appreciation Week as presented.

PROPOSED MOTION:

"I move to approve Resolution 24-003: Classified Appreciation Week as presented."



Northwest Regional Education Service District

RESOLUTION 24-003

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT IN CLATSOP, COLUMBIA, TILLAMOOK, AND WASHINGTON COUNTIES, OREGON PROCLAIMING MARCH 3-9, 2024 AS CLASSIFIED EMPLOYEE APPRECIATION WEEK.

WHEREAS , the education of youth is essential to the future of our community, state, country and world; and

WHEREAS , classified employees are the backbone of our public education system; and

WHEREAS , classified employees work directly with students, educators, parents, volunteers, business partners and community members; and

WHEREAS , classified employees support the smooth operation of offices, the safety and maintenance of buildings and property, and the safe transportation, healthy nutrition and direct instruction of students; and

WHEREAS , our community depends upon and trusts classified employees to serve students; and

WHEREAS , classified employees, with their diverse talents and true dedication, nurture students throughout their school years.

NOW, THEREFORE, BE IT RESOLVED that the NWRESD Board of Directors proclaims March 3-9, 2024, to be **CLASSIFIED EMPLOYEE APPRECIATION WEEK** ; and

BE IT FURTHER RESOLVED that the NWRESD Board of Directors strongly encourages all members of our community and partners to join in this observance, recognizing the dedication and hard work of these individuals.

This Resolution is effective immediately.

By: _____
Doug Dougherty; 2023-2024 Board Chair

ATTEST :

By: _____
Dan Goldman, Superintendent



Northwest Regional Education Service District

March 12, 2024

TO: Board of Directors

FR: Valerie White, Board Secretary

RE: Election Procedures for NWRESD Board Zones 1 & 3

EXPLANATION:

Zone 1 and Zone 3 board positions are up for election as of June 30, 2024.

In this agenda item, the Board will have the opportunity to declare a vacancy for Zone 1 and Zone 3 board positions and approve election procedures to fulfill the term for Zone 1 and Zone 3, both terms ending June 30, 2028.

PRESENTER(S):

Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS:

[Board Vacancy Instructions](#)
[Zone 1 & 3 Vacancy Timeline](#)
[Media Announcement](#)

RECOMMENDATION:

The administration recommends the board declare vacancies and direct the administration to develop a process and timeline for filling Zone 1 and Zone 3 vacancies.

PROPOSED MOTION:

"I move to declare vacancies and direct the administration to develop a process and timeline for filling Zone 1 and Zone 3 vacancies."

Board Vacancy Instructions



Appointed Positions

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

Elected Positions

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

Policy Reference

[BBBA: Board Member Qualifications](#)

[BBC: Board Member Resignation](#)

[BBE: Vacancies on the Board](#)

BOARD VACANCY TIMELINE

Elected Positions: Zones 1 & 3

MARCH 12, 2024

Vacancy declared at Board General Session. Board to determine procedures for filling vacancy.

MARCH 13, 2024

Application materials posted online and submitted to papers of record.

APRIL 5, 2024

Application closes at the end of the day.

APRIL 26, 2024

Application materials provided to zone district boards for election.

MAY 2024

District Boards take action to elect.

JULY 31, 2024

NWRESD Board will provide oath to elected board members.



Northwest Regional Education Service District

NOTICE OF BOARD VACANCIES

Northwest Regional Education Service District is seeking candidates interested in filling the elected board positions below. School boards within Zone 1 and Zone 3 will vote for ESD board members by June 30, 2024. The newly elected board members will take office July 1, 2024 and their term will end June 30, 2028. These positions are based on the following school district residency zones:

Zone 1: Gaston, Sherwood & Tigard/Tualatin School Districts

Zone 3: Hillsboro School District

Candidates may apply online at www.nwresd.org under Board of Directors Elections. The deadline for filing is no later than March 27, 2023 at 11:59 p.m.

Questions may be directed to the Northwest Regional ESD Superintendent's Office at 503- 614-1401 or vwhite@nwresd.org.

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Northwest Regional Education Service District

March 12, 2024

TO: Board of Directors

FR: Dan Goldman, Superintendent

RE: Approve 2024-25 NWRESD Board Calendar

EXPLANATION:

The Board will consider the proposed NWRESD Board Calendar for its 2024-25 meetings. Generally, the proposed calendar stipulates that NWRESD Board Meetings will be scheduled on the 2nd Wednesday of each month, with executive sessions beginning immediately after general sessions. Summer, Fall and Spring sessions will be in-person with a hybrid option; sessions scheduled December through March will be virtual.

PRESENTER(S):

Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS:

[Proposed 2024-25 Board Meeting Calendar](#)

RECOMMENDATION:

The administration recommends approval of the 2024-25 Board Meeting Calendar as presented.

PROPOSED MOTION:

"I move to approve the 2024-25 Board Meeting Calendar as presented."



2024-25 Board Meeting Calendar

Meetings of the NWRESD Board of Directors will occur on the 2nd Wednesday of each month unless otherwise noted

July 31, 2024: Board Work Session, General & Executive* Sessions

- 10:00 am - 3:00 pm @ location TBD

September 11, 2024: Board General & Executive* Sessions

- 6:00 pm @ Clatsop County (exact location TBD)

October 9, 2024: Board General & Executive* Sessions

- 6:00 pm @ Columbia County - (exact location TBD)

November 13, 2024: Board General & Executive* Sessions

- 6:00 pm @ Washington County - (exact location TBD)

December 11, 2024: Board General & Executive* Sessions

- 6:00 pm - *VIRTUAL*

January 8, 2025: Board General & Executive* Sessions

- 6:00 pm - *VIRTUAL*

February 12, 2025: Board General & Executive* Sessions

- 6:00 pm - *VIRTUAL*

March 12, 2025: Board General & Executive* Sessions

- 6:00 pm - *VIRTUAL*

April 9, 2025: Board General & Executive* Sessions

- 6:00 pm - Tillamook County - (exact location TBD)

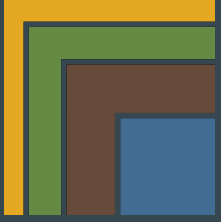
May 14, 2025: Board Budget Committee Meeting & General Session

- *Budget Committee starts at 5:30 pm - Washington Service Center*

June 11, 2025: Board Budget Hearing, General & Executive* Sessions

- 6:00 pm - (exact location TBD)

**Executive Sessions will generally begin after the general meeting unless otherwise specified in the public posting of meeting agendas and materials.*



BOARD COMMENTS



Northwest Regional
Education Service District

END OF PACKET
FIN DEL PAQUETE

General Session - Sesion general

March 12, 2024 - 12 de marza de 2024

5:00 pm

Questions?
Contact vwhite@nwresd.org