



Northwest Regional
Education Service District

BOARD PACKET
MATERIALES DE LA MESA
DIRECTIVA

General Session - Sesion general
July 31, 2024 - 31 de julio de 2024
2:10 pm

Questions?
Contact vwhite@nwresd.org

Welcome to this Public Meeting of the NWRESD Board of Directors

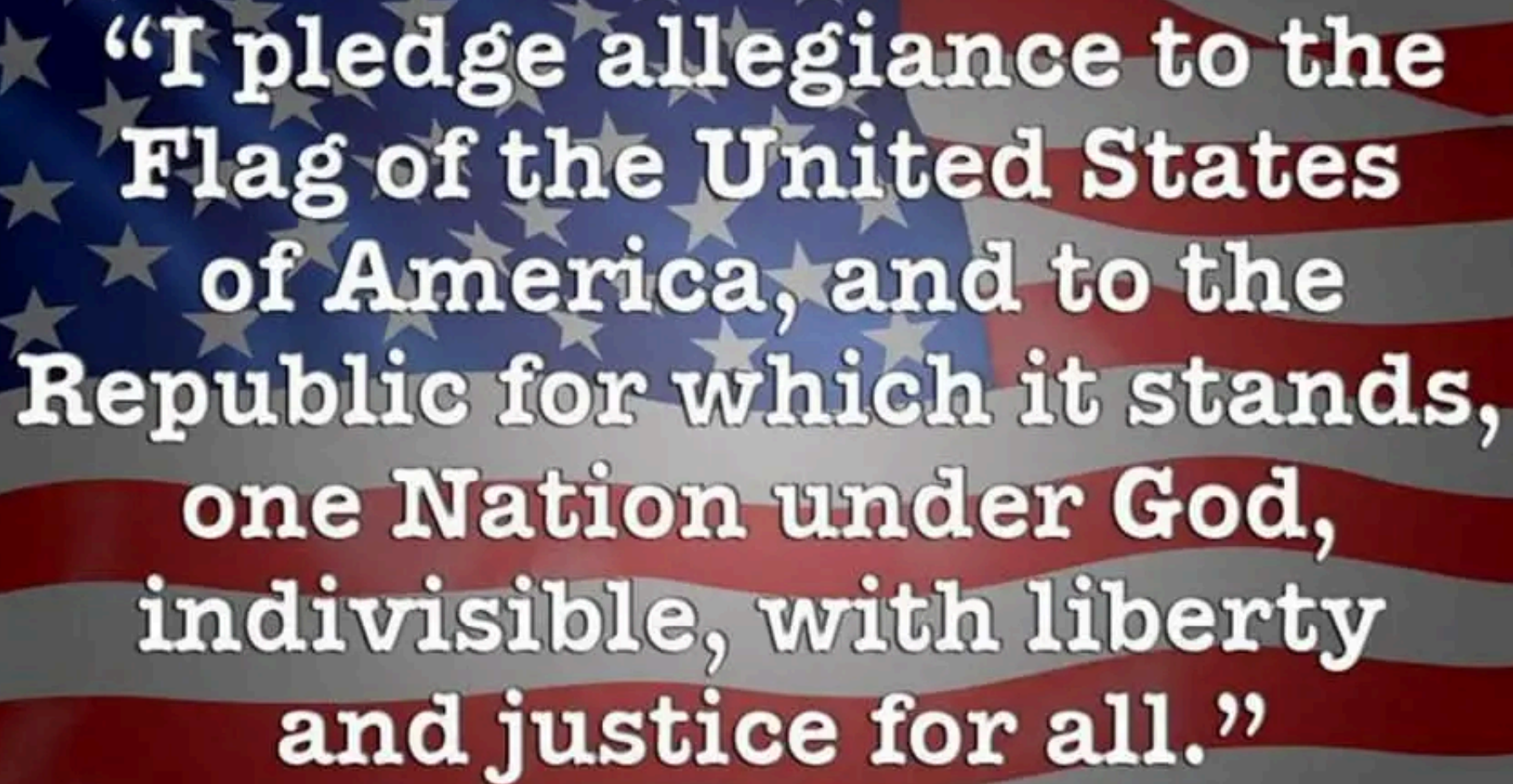
July 31, 2024 | 2 pm | Headlands Coastal Lodge, Pacific City



<u>GENERAL SESSION</u>		
2:10 PM	<u>1. CALL TO ORDER</u>	Chair Dougherty
2:12 PM	<u>2. PLEDGE OF ALLEGIANCE / LAND ACKNOWLEDGEMENT</u>	Director Wolf & Chair Dougherty
2:15 PM	<u>3. NEW MEMBER OATHS</u> Policy BBBA: Board Member Qualifications Policy BBBB: Board Member Oaths A. Elected Position 1: Christine Riley OATH	Dan Goldman
2:25 PM	<u>4. ELECTION OF BOARD CHAIR/VICE CHAIR</u> A. Election of Board Chair OATH B. Election of Board Vice Chair OATH	Chair Dougherty Chair TBD
2:30 PM	<u>5. AGENDA REVIEW/REVISION</u>	Dan Goldman
2:32 PM	<u>6. RECOGNITION & GOOD NEWS</u> A. Tillamook Parent Advisory Committee	Kelsey Soltysiak
2:45 PM	<u>7. PUBLIC COMMENT</u> The Northwest Regional Education Service District Board of Directors appreciates community members sharing information during public comments. Members of the community wishing to address the Board must complete a Public Comment Request prior to the beginning of the board meeting. The Board requests comments be limited to three (3) minutes per speaker. Speakers will state their name and home address for the record. While the Board does not respond to public comment, following the meeting the Chair, Vice Chair, and Superintendent will together determine the appropriate level of response. Speakers may offer objective criticism of district operations or programs, but the Board will not hear complaints concerning specific district personnel.	Chair TBD
2:48 PM	<u>8. CONSENT AGENDA</u> A. Approve June 2024 Board Meeting Minutes B. Approve June 2024 Personnel Reports C. Approve Designations, Authorizations and Appointments for 2024-25 D. Approve Tillamook Education Consortium Agreement E. Approve Columbia County Social Emotional Learning School Construction Contract F. Approve 2024-25 Administrator Memorandum of Agreement G. Approve 2024-25 St Mary's Agreement	Valerie White Debbie Simons Jordan Ely John Peplinski Jordan Ely Debbie Simons Cathy Jensen
2:50 PM	<u>9. REPORT AND DISCUSSION</u> A. Migrant Summer School	John Peplinski
3:00 PM	<u>10. ACTION ITEMS</u> A. Approve July 2024 Financial Report B. Zone 4 Elected Position Vacancy Declaration & Appointment Process	Jordan Ely Dan Goldman
3:05 PM	<u>11. BOARD MEMBER COMMENTS</u>	Chair TBD
3:10 PM	<u>12. ADJOURN</u>	Chair TBD

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/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.
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The background of the image is a stylized American flag with a blue field of white stars on the left and red and white stripes on the right. The text is overlaid on this background in a white, bold, serif font with a black outline.

**“I pledge allegiance to the
Flag of the United States
of America, and to the
Republic for which it stands,
one Nation under God,
indivisible, with liberty
and justice for all.”**

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."

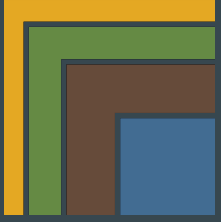
-Adapted from Delilah Friedler

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



NEW BOARD MEMBER OATHS



Northwest Regional Education Service District

July 31, 2024

TO: Board of Directors

FR: Valerie White, Board Secretary

RE: NWRESD Board New Member Oath

EXPLANATION: All new board members will be asked to take an oath of office and their terms will begin on July 31, 2024.

- Elected Position 1: Christine Riley

PRESENTER(S):

SUPPLEMENTARY MATERIALS:

RECOMMENDATION:

PROPOSED MOTION:

Dan Goldman, Superintendent

[Board Member Christine Riley Oath of Office](#)

[Policy BBBB: Board Member Oaths](#)

N/ A

"I move to appoint Christine Riley to the NWRESD Board of Directors as presented."



Board of Directors Oath of Office

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

Dated this 31st day of July, 2024.

Superintendent Dan Goldman

NWRESD 2024-25 Board Chair

**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

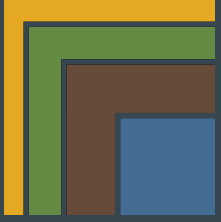
A member shall, before assuming the duties of the office, qualify by taking an oath of office. The oath of office for a Board member will be in the following form:

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\(3\)](#)



ELECTION OF BOARD CHAIR AND VICE CHAIR



Northwest Regional Education Service District

July 31, 2024

TO: Board of Directors

FR: Valerie White, Board Secretary

RE: Election of the 2024-25 Board Chair

EXPLANATION:

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

PRESENTER(S): Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS: [2024-25 Board Chair Oath of Office](#)

RECOMMENDATION: To nominate [*candidate name*] and move to approve
[*candidate name*] as 2024-25 Board Chair.

PROPOSED MOTION: "I move to nominate [*candidate name*] and move to approve
[*candidate name*] as 2024-25 Board Chair."



Northwest Regional
Education Service District

Board of Directors Chair Oath of Office

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

Date

Board Chair

Dan Goldman, Superintendent



Northwest Regional Education Service District

July 31, 2024

TO: Board of Directors

FR: Valerie White, Board Secretary

RE: Election of the 2024-25 Board Vice Chair

EXPLANATION:

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

PRESENTER(S): Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS: [2024-25 Board Vice Chair Oath of Office](#)

RECOMMENDATION: To nominate [*candidate name*] and move to approve
candidate name] as 2024-25 Board Vice Chair.

PROPOSED MOTION: "I move to nominate [*candidate name*] and move to approve
candidate name] as 2024-25 Board Vice Chair."



Northwest Regional
Education Service District

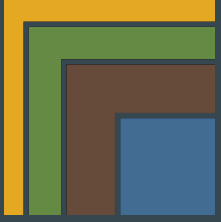
Board of Directors Vice Chair Oath of Office

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

Date

Board Vice Chair

Dan Goldman, Superintendent



RECOGNITION & GOOD NEWS



Distrito de Servicios Educativos para la
Región del Noroeste

5825 NE Ray Circle Hillsboro,
OR 97124-6436

10 de julio de 2024

A los miembros entrantes y salientes del Comité Consultivo de Padres del Programa de Educación Migrante de Tillamook (Alejandra Herrera, Berta Avila, Rosy Villa, Mariela Elena Sierra, Angelica Olmos, Emperatriz Mendez, Jesus Olmos, Gabriel Rodriguez, Angela Sausedo, Maria Elena Sierra):

Tengo el placer de informarles de que nuestra junta directiva tiene planeado hacerles un reconocimiento en su próxima reunión, **prevista para las 14.00 horas del 31 de julio en el Headlands Coastal Lodge (33000 Cape Kiwanda Dr. PO Box 397 Pacific City, OR 97135).**

Valoramos las alianzas familiares sólidas y esperamos tener la oportunidad de celebrar sus contribuciones al Programa de Educación Migrante.

Nuestra Mesa Directiva podría hacer preguntas para entender mejor su papel, tales como:

- ¿Cómo se ha beneficiado su hijo del Programa de Educación Migrante?
- ¿Qué significa formar parte del Comité Asesor de Padres? ¿Cuál es el compromiso?
- ¿Cuáles son algunos de los proyectos o áreas de interés que el Comité Asesor de Padres ha asumido?

Por favor, tenga la amabilidad de RSVP con Kelsey Soltysiak, Director Senior de Comunicaciones, enviando un correo electrónico a ksoltysiak@nwresd.k12.or.us o llamando al 503-614-1469. Esperamos poder conocerle.

Atentamente,

Dan Goldman
Superintendente

■ Condado de Clatsop
503-325-2862
785 Alameda Ave
Astoria, OR 97103

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

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

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



5825 NE Ray Circle Hillsboro,
OR 97124-6436

July 10, 2024

To the incoming and outgoing Tillamook Migrant Education Program Parent Advisory Committee Members (Alejandra Herrera, Berta Avila, Rosy Villa, Mariela Elena Sierra, Angelica Olmos, Emperatriz Mendez, Jesus Olmos, Gabriel Rodriguez, Angela Sausedo, Maria Elena Sierra):

It is my pleasure to inform you that our board of directors plans to recognize you at its upcoming board meeting, **scheduled to take place at 2 p.m. on July 31 at the Headlands Coastal Lodge (33000 Cape Kiwanda Dr. PO Box 397 Pacific City, OR 97135).**

We value strong family partnerships and look forward to the opportunity to celebrate your contributions to the Migrant Education Program.

Our board may ask questions to better understand your role, such as:

- How has your child benefited from the Migrant Education Program?
- What does it mean to be on the Parent Advisory Committee? What is the commitment?
- What are some projects or areas of focus that the Parent Advisory Committee has taken on?

Please kindly RSVP to Kelsey Soltysiak, Senior Communications Director, at ksoltysiak@nwresd.k12.or.us or by calling 503-614-1469. We look forward to meeting you.

Sincerely,

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

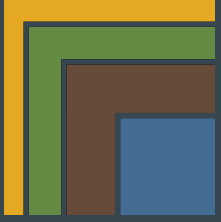
Dan Goldman
Superintendent

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

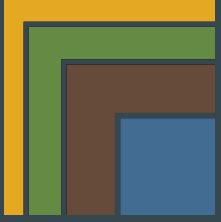
■ Columbia County
503-366-4100
800 Port Avenue
St. Helens, OR 97051

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

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



PUBLIC COMMENT



CONSENT AGENDA



Northwest Regional Education Service District

July 31 , 2024

TO: NWRESD Board of Directors

FR: Valerie White, NWRESD Board Secretary

RE: June 2024 Board Minutes

EXPLANATION:

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

PRESENTER(S): Valerie White, NWRESD Board Secretary

SUPPLEMENTARY MATERIALS: [June 11, 2024 NWRESD Board Minutes](#)
[June 27, 2024 NWRESD Board Minutes](#)

RECOMMENDATION: To approve the June 2024 Board Minutes as presented.

PROPOSED MOTION: "I move to approve the June 2024 Board Minutes as presented."

Meeting Minutes of the NWRESD Board of Directors

June 11, 2024 | 4:30 pm | Washington Service Center



EXECUTIVE SESSION

CALL TO ORDER - Chair Dougherty called the Executive Session to order at 4:30 pm.

Board: Becky Tymchuk, Chris Riley, Doug Dougherty, Maureen Wolf, Paul Jarrell, Tony Erickson, Ernest Stephens (4:32 pm), Yadira Martinez (4:33 pm).

Staff: Dan Goldman, Stuart Long, Valerie White

Guests: Brett Mersereau, legal counsel

ORS 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 4:59 pm.

BUDGET HEARING

OPEN BUDGET HEARING - Chair Dougherty called the budget hearing to order at 5:04 pm.

PRESENTATION OF APPROVED BUDGET - CFO Ely reviewed budget information covered at the May 14, 2024

Budget Committee meeting and shared final fund disposition information. Director Wolf made a request to have budget presentation slides forwarded to the board.

PUBLIC COMMENT - None.

DELIBERATIONS - Director Wolf, Superintendent Goldman and Director Tymchuk commented on education funding in Oregon. Chair Dougherty asked Superintendent Goldman clarifying questions regarding how OAESD would be supporting efforts to increase education funding.

RESOLUTION - Resolution #24-007 - Adopt NWRESD 2024-25 Budget & Tax Rates was read and moved by Director Wolf as presented. The motion was seconded by Director Erickson and approved unanimously.

CLOSE BUDGET HEARING - Chair Dougherty adjourned the meeting at 5:24 pm.

GENERAL SESSION

CALL TO ORDER - Chair Dougherty called the general session to order at 5:25 pm.

Board: Becky Tymchuk, Chris Riley, Doug Dougherty, Ernest Stephens, Maureen Wolf, Paul Jarrell, Tony Erickson, Yadira Martinez

Staff: Dan Goldman, Stuart Long, Valerie White, Jordan Ely, Kelsey Soltysiak, Stacy Rager, Jennifer Vanderschuere, Todd Hendrickson

Guests: Amber Eaton - OAESD Executive Director, Jodi Johnson - Transition Network Facilitator & PREETS Provider, Dorian Russell - incoming NWRESD board member

PLEDGE OF ALLEGIANCE / LAND ACKNOWLEDGEMENT - Director Erickson led the board in the pledge of allegiance and Director Martinez provided the land acknowledgement.

AGENDA REVIEW/REVISION - None

SUPERINTENDENT REPORT - Superintendent Goldman reviewed his report, noting staff retirement and student graduation celebrations, NWRESD sponsored events, staff awards, facility updates, revenue forecasts and our new, incoming board member as detailed in the June 2024 board packet.

RECOGNITION AND GOOD NEWS - Senior Communications Director, Kelsey Soltysiak introduced the June recipients of recognition and good news as detailed in the June 2024 board packet.

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

REPORTS AND DISCUSSION - *Early Intervention & Early Childhood SpEd Program Design* - Executive Director of Early Learning, Stacy Rager and Director of Early Learning, Jennifer Vanderschuere shared slides and information regarding the EI/ECSE SpEd Program Design for the upcoming 2024-25 school year as detailed in the June 2024 board packet. Director Tymchuk, Executive Director Rager and Superintendent Goldman discussed challenges for the coming year. *Hillsboro Early Learning Facility Project Update* - CFO, Jordan Ely shared construction updates with the board regarding the Hillsboro Early Learning Facility as detailed in the June 2024 board packet. Chair Dougherty asked clarifying questions about the building.

Administrative Reports - Superintendent Goldman invited the board, staff and the public to review the administrative reports detailed in the June 2024 board packet.

ACTION ITEMS - *Approve June 2024 Financial Report* - Chair Dougherty entertained a motion by Director Riley to approve the June 2024 Financial Report as presented. The motion was seconded by Director Erickson and approved unanimously. *Approve OAESD ORS 190 Entity Statement* - Superintendent Goldman introduced the OAESD Executive Director, Amber Eaton, continuing with information regarding the disposition of OAESD as being hosted by LBLESD. Ms. Eaton discussed the process and decision to select the ORS 190 entity statement to be approved in this meeting. OAESD Executive Director Eaton, Director Tymchuk and Superintendent Goldman discussed the benefits and drawbacks of this type of entity organization. Chair Dougherty entertained a motion by Director Tymchuk to approve the OAESD ORS 190 Entity Statement as presented. The motion was seconded by Director Riley and approved unanimously.

ELECTED BOARD MEMBER OATH OF OFFICE - Superintendent Goldman introduced Dorian Russell, incoming NWRESD zone 3 board member. Dorian shared about their roots in Washington County, their professional experiences and their excitement to serve on the NWRESD board. Superintendent Goldman administered the oath of office to Dorian Russell, cementing their place as NWRESD board director beginning July 1, 2024, to end June 30, 2028.

BOARD MEMBER COMMENTS - Chair Dougherty, directors Riley and Tymchuk discussed the NWRESD Foundation fundraising event. Outgoing board director Martinez thanked the board and said farewell.

ADJOURN - Chair Dougherty adjourned the meeting at 6:40 pm.

Minutes of Special Session of the NWRESD Board of Directors

June 21, 2024 | 4:00 pm | virtual



EXECUTIVE SESSION

Board: Chair Doug Dougherty, Vice Chair Maureen Wolf, Chris Riley, Yadira Martinez, Tony Erickson, Paul Jarrell, Ernest Stephens.

Staff: Debbie Simons, Catherine Dalbey, Valerie White, Stuart Long, probationary staff member. Guest: John Stellwagen, board legal counsel

CALL TO ORDER - Chair Dougherty called this executive session to order at 4:02 pm.

[192.660\(2\)\(b\)](#) To consider the dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent who does not request an open hearing. HEARING:

Administration spent approximately 8 minutes presenting rationale why the board should uphold their prior recommendation to non-renew the probationary contract of this staff member.

Probationary staff member spent approximately 12 minutes presenting their rationale for the board to reverse their non-renewal status. Administration and staff were excused. Board consulted with legal counsel. ADJOURN: Chair Dougherty adjourned executive session at 4:42 pm.

SPECIAL SESSION

Board: Chair Doug Dougherty, Vice Chair Maureen Wolf, Chris Riley, Yadira Martinez, Tony Erickson, Paul Jarrell, Ernest Stephens.

Staff: Debbie Simons, Catherine Dalbey, Valerie White, Stuart Long, probationary staff member. Guest: John Stellwagen, board legal counsel

CALL TO ORDER - Chair Dougherty called this special session to order at 4:44 pm.

EMPLOYMENT ACTION - Chair Dougherty entertained a motion by Director Riley to uphold the decision of the NWRESD Board of Directors to non-renew this probationary staff member's contract. The motion was seconded by Director Martinez and approved unanimously. Chair Dougherty communicated that a decision letter would be provided to the probationary staff member within 5 working days.

ADJOURN - Chair Dougherty adjourned this special session at 4:46 pm.



Northwest Regional Education Service District

July 22, 2024

TO: Board of Directors

FR: Debbie Simons - Chief Human Resources Officer

RE: Personnel Report

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

PRESENTER(S): Debbie Simons

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

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

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

Northwest Regional Education Service District

PERSONNEL REPORT

June 3, 2024 - July 22, 2024

New Hires

Name	Position	Department	Building	New Hire/ Transfer	Tentative Start Date
Brian Yoder	Teacher of Visually Impaired	Special Student Services	Washington Service Center	New Hire	08/19/2024
Rachel Hall	Behavior Assistant	Social Emotional Learning Schools	Cascade, Pacific & Columbia Academies	Transfer	08/26/2024
Ashley Schoonover Haq	Speech Language Pathology AAC	Early Learning	Beaverton Early Childhood Center	New Hire	07/08/2024
Chad Waldman	Program Administrator	Social Emotional Learning Schools	Lewis & Clark Elementary - New Columbia County Program	Transfer	07/01/2024
Colleen Nolan	Principal	Early Learning	Tualatin Early Childhood Center	Transfer	07/01/2024
U-Shan Chen	Speech Language Pathologist	Early Learning	Beaverton Early Childhood Center	New Hire	08/26/2024
Melissa Etter	Instructional Assistant	Social Emotional Learning Schools	Lewis & Clark Elementary - New Columbia County Program	New Hire	08/26/2024
Fayth DeMuth	Instructional Assistant	Social Emotional Learning Schools	Lewis & Clark Elementary - New Columbia County Program	New Hire	08/26/2024

Kelli Harding	Instructional Assistant	Social Emotional Learning Schools	Lewis & Clark Elementary - New Columbia County Program	New Hire	08/26/2024
Cuong Hoang	School Psychologist	Early Learning	Washington Service Center	New Hire	07/17/2024
Maria Bourassa	Speech Language Pathology Assistant	Special Student Services	Scappoose School District	New Hire	08/26/2024
Morgan Jameson	Speech Language Pathologist	Special Student Services	Neah-Kah_Nie School District	New Hire	08/26/2024
Mani Aguiar	Instructional Assistant	Early Learning	Columbia Service Center	New Hire	08/26/2024
Alexandra Panagopoulos	Teacher - Special Education	Social Emotional Learning Schools	Lewis & Clark Elementary - New Columbia County Program	New Hire	08/26/2024
Anita Hansen	Behavior Specialist	Social Emotional Learning Schools	Lewis & Clark Elementary - New Columbia County Program	New Hire	08/26/2024
Melissa Burgett	Instructional Assistant - Blind & Visually Impaired Services	Special Student Services	Washington Service Center	Transfer	08/20/2024
Kristin Komatsubara	Professional Learning Coach	Instructional Services	Washington Service Center	New Hire	08/07/2024
Shelly Bighill	Instructional Assistant	Early Learning	Clatsop Service Center	New Hire	08/26/2024
Samantha Reilly	Payroll Specialist	Fiscal Services	Washington Service Center	Transfer	07/22/2024

Lisa Halderman	Early Childhood Education Specialist	Early Learning	Columbia Service Center	New Hire	08/26/2024
Guadalupe Pedraza	Migrant Recruiter	Instructional Services	Washington Service Center	New Hire	07/30/2024

Resignations, Retirements & Separations

Name	Position	Department/ Location	Last Day of Employment	Details/ Comments
Julie Barker	Payroll Specialist	Fiscal Services – Washington Service Center	June 14, 2024	Resignation
Sarah Stowers	Instructional Assistant	Early Learning – Clatsop Service Center	August 1, 2024	Resignation
Penelope Wynns	Early Childhood Education Specialist	Early Learning – Beaverton Early Childhood Center	May 31, 2024	Resignation
Rena Iversen	Program Administrator	Instructional Services - Washington Service Center	July 1, 2024	Resignation
Madisen Martinet	Early Childhood Education Specialist	Early Learning – Hillsboro Early Childhood Center	July 19, 2024	Resignation
Danielle Williams	Speech Language Pathology Assistant	Special Student Services - Neah-Kah-Nie School District	June 30, 2024	Resignation
Brooke Bonanomi	Early Childhood Education Specialist	Early Learning – Tualatin Early Childhood Center	August 2, 2024	Resignation
Erika Cepeda Olivares	Professional Learning Coach Migrant Education Program	Instructional Services - Washington Service Center	June 26, 2024	Resignation

Carissa Martos	Teacher - Deaf and Hard of Hearing	Special Student Services - Washington Service Center	July 18, 2024	Resignation
Rosa Gilbert	Director of Student & Family Support Services	Instructional Services - Washington Service Center	June 30, 2024	Separation
Misty Averette	EI/ECSE Administrative Assistant	Early Learning – Hillsboro Early Childhood Center	June 27, 2024	Resignation
Andy Millward	Administrative Specialist	Special Student Services- Washington Service Center	July 19, 2024	Resignation
Kelsey Hernandez	Occupational Therapist	Early Learning – Tualatin Early Childhood Center	June 7, 2024	Resignation
Mary Robertson	Instructional Assistant	Early Learning – Beaverton Early Childhood Center	July 11, 2024	Resignation
Adrian Nunez	Instructional Assistant	Early Learning – Hillsboro Early Childhood Center	July 8, 2024	Resignation
Deborah Grimshaw	Speech Language Pathologist	Early Learning – Hillsboro Early Childhood Center	August 2, 2024	Resignation

Currently Advertised Vacancies

Currently Advertised Vacancies is a snapshot in time for jobs currently posted as of 7.22.24.

Open Position	Category	Department	Original Post Date	Comments
ASL Interpreter 1:1 - Scappoose School District	Classified	Special Student Services	02/15/2024	1.0 FTE - New request from district for 24/25 School Year
School Psychologist - Rainier School District	Licensed	Special Student Services	03/07/2024	1.0 FTE – For 24/25 SY, previously filled by contractor
Occupational Therapist - Seaside, Nestucca, Tillamook	Licensed	Special Student Services	03/11/2024	1.0 FTE – For 24/25 SY, previously filled by contractor
Speech Language Pathology Assistant – Rainier School District	Classified	Special Student Services	04/19/2024	1.0 FTE – For 24/25 SY previously vacant
Speech Language Pathologist – Columbia County School Districts	Licensed	Special Student Services	04/23/2024	1.0 FTE – For 24/25 SY, previously filled by contractor
Speech Language Pathologist – Tillamook & Neah-Kah-Nie School Districts – 2 open positions	Licensed	Special Student Services	04/29/2024	2.0 FTE – For 24/25 SY – previously filled by contractors
Speech Language Pathologist – Tillamook Service Center	Licensed	Early Learning	05/01/2024	1.0 FTE – Resignation
Instructional Assistant - Columbia Service Center - 3 open positions	Classified			

		Early Learning	05/14/2024	0.9375 FTE each - Resignation
Occupational Therapist - Columbia Service Center - 2 open positions	Licensed	Early Learning	05/14/2024	1.0 FTE– previously filled by contractor 1.0 FTE - Transfer
Occupational Therapy Assistant - Seaside School District	Classified	Special Student Services	05/17/2024	1.0 FTE - New Position for 24/25 SY
Speech Language Pathologist - ASD Eval Team - WSC	Licensed	Early Learning	05/20/2024	1.0 FTE – Resignation
Special Education Teacher - St. Helens SEL Program - 3 open positions	Licensed	Social Emotional Learning Schools	05/22/2024	1.0 FTE each – New Positions for 24/25 SY
Instructional Assistant - St. Helens SEL Program - 11 open positions	Classified	Social Emotional Learning Schools	05/22/2024	0.9375 FTE each – New Positions for 24/25 SY
Instructional Assistant ASL	Classified	Special Student Services	06/03/2024	1.0 FTE - previously unfilled
Instructional Assistant - Clatsop Service Center	Classified	Early Learning	06/03/2024	0.9375 FTE - Resignation
Speech Language Pathologist - Columbia Service Center	Licensed	Early Learning	06/06/2024	1.0 FTE each – Previously filled by contractor
Registered Nurse - Vernonia School District	Licensed	Special Student Services	06/09/2024	0.40 FTE - Resignation
Physical Therapist	Licensed	Special Student Services	06/20/2024	1.0 FTE – Retirement
Speech Language Pathology Assistant – Neah-Kah-Nie School	Classified			

District		Special Student Services	06/20/2024	0.60 FTE - Resignation
Speech Language Pathologist – Scappoose School District	Licensed	Special Student Services	06/21/2024	0.50 FTE - New Position
Quality Coach - Columbia Service Center	Classified	Early Learning	07/18/2024	0.50 FTE - previously vacant
NOSS Licensed Practical Nurse	Unrepresented	Instructional Services - NOSS	05/15/2024	0.74 FTE - Previously Unfilled
NOSS Registered Nurse - 3 open positions	Unrepresented	Instructional Services - NOSS	05/16/2024	0.74 FTE each - Previously Unfilled



Northwest Regional Education Service District

July 31, 2024

TO: Board of Directors

FR: Dan Goldman, Superintendent

RE: Board Designations, Authorizations, and Appointments for 2024-2025

EXPLANATION:

The Board approves designations, authorizations, and appointments annually to allow for district administrative activities to occur. The attached list includes the proposed designations, authorizations, and appointments for the 2024-2025 fiscal year.

PRESENTER(S):

Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS:

[2024-2025 Designations, Authorizations, and Appointments](#)

RECOMMENDATION:

To approve the designations, authorizations, and appointments for 2024-2025 as presented.

PROPOSED MOTION:

"I move to approve the designations, authorizations, and appointments for 2024-2025 as presented."



Northwest Regional Education Service District

Designations, Authorizations, and Appointment for 2024-25

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

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

2. Budget Officer (ORS 294.331)

The Superintendent shall be the Budget Officer.

3. Deputy Clerk

The Chief Financial Officer shall be the Deputy Clerk.

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

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

5. Custodians of Funds (ORS 328.441, 328.445)

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

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

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

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

In 2012, Pauly Rogers was selected as the district's audit firm and shall continue in that capacity through the 2024-2025 fiscal year.

8. Insurance Agent of Record

In 2021, Brown & Brown was selected and they shall continue to serve as the agency's Insurance Agent of Record through the 2024-2025 fiscal year.

9. Designated Legal Counsel

In 2012, the firm of Miller, Nash, Wiener, Hager and Carlsen of Portland, Oregon, was selected as the district's legal counsel and shall continue to serve as the District's general legal counsel for all matters through the 2024-2025 fiscal year. The Hungerford Law Firm is also designated as a support for specific labor issues as necessary. If, outside of these two designations, due to reasons of specialty, the superintendent chooses to use another attorney for a particular issue, the superintendent will notify the Board as soon as possible.

10. Authority to Borrow Funds

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

11. Authority for Inter-Fund Loans

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

12. Authorization to Pay Obligations

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

13. Fidelity Bonds (ORS 332.525)

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

14. Designate Official Publications

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

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

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

16. Designations of Qualified Dependents for Cafeteria Plan Agency

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



Northwest Regional Education Service District

July 31, 2024

TO: Board of Directors

FR: Kim Lyon, Tillamook Service Center Administrator

RE: Tillamook Bay Community College Contract Services

EXPLANATION:

The Tillamook Education Consortium (TEC) comprises the three school districts in Tillamook County and Tillamook Bay Community College (TBCC). TEC utilizes the Tillamook County allocation funds, along with dues collected from each member agency, to provide shared programming for the students in Tillamook County. NWRESD maintains this account and disburses payments in alignment with the TEC budget that is adopted by the member agencies each spring.

TEC has been working toward their strategic goal of aligning Career Technical Education programming across the county and increasing high-demand offerings in collaboration with community workforce partners. Because Tillamook Bay Community College provides staffing and student services across all of Tillamook County, the consortium sought to have them hire the staff for the shared CTE programming. TEC has allocated funding for TBCC to hire the following positions utilizing TEC funding: Director of CTE, Administrative Assistant, CTE Electrical Trades teaching faculty, and the associated mileage and program costs. Due to consolidating multiple staffing needs under one agency, the agreement totals \$313,000.

The Tillamook County superintendents have approved this plan being funded with the TEC budget (Fund 287).

PRESENTER(S):	Kim Lyon, Tillamook Service Center Administrator
SUPPLEMENTARY MATERIALS:	Tillamook Bay Community College SOW Tillamook Education Consortium Budget
RECOMMENDATION:	To approve the Tillamook Bay Community College statement of work as presented.
PROPOSED MOTION:	"I move to approve the Tillamook Bay Community College statement of work as presented. "

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

Between Tillamook Bay Community College ("Contractor")
and Northwest Regional Education Service District ("NWRES D")
SOW Engagement Number _____

Date: July 31, 2024

Contractor Representative: Paul Jarrell

Contractor Remit Address: 4301 Third St., Tillamook, OR 97141

Phone Number: 503-842-8222

Email Address: pauljarrell@tillamookbaycc.edu

Start Date: 7-10-24

End Date: 6-30-25

SOW Title: Tillamook Bay Community College TEC Reimbursement

Contractor shall perform the following work: Employ a CTE Director, Administrative Assistant and CTE Electrical Trades Faculty member to coordinate shared programming across the county.

Performance Location: 4301 Third St., Tillamook, OR 97141

Other Agreements: TEC Agreement in place

Service Pricing: Maximum total payment under this contract:

Up to \$133,000 for costs associated with employing a Director of CTE;

Up to \$85,000 for costs associated with employing an administrative assistant for CTE;

Up to \$85,000.00 for costs associated with employing a CTE Electrical Trades faculty member; and

Up to \$10,000 for mileage and other consumable program costs

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

Payment Terms: NWRES D will pay contractor upon: Receipt of Invoice.

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

Northwest Regional Education Service District	Tillamook Bay Community College	Northwest Regional Education Service District
Name: Kim Lyon	Name: Paul Jarrell	Name: Jordan Ely
Title: NWRES D - TSC Administrator	Title: President	Title: Chief Finance Officer
Date:	Date:	Date:
By:	By:	By:
Program Administrator Signature	Authorized Contractor Signature	Superintendent Signature

Departmental Budget Information Use

Account Code:	287.2230.0310.400.000.252	\$ 303,000.00	Item/Service:	Reimbursement of employee expenses
Account Code:	287.2230.0310.400.000.252	\$ 10,000.00	Item/Service:	Reimbursement of program expenses
Account Code:		\$	Item/Service:	
Comments:				

Revised: 07/9/2024

TEC Budget

as of 6/10/24

TEC	Detail	Totals	Description
Beginning Fund Balance		\$438,451.00	Estimate
Revenues			
Dues		\$60,000.00	
Tillamook		\$15,000.00	
NKN		\$15,000.00	
Nestucca		\$15,000.00	
TBCC		\$15,000.00	
NWRESD County Allocation		\$314,562.00	
Total Revenues		\$813,013.00	
Expenditures			
Director of Tillamook County Career Tech Edu		\$133,000.00	
Travel/Program Expenses		\$5,000.00	
Administrative Assistant		\$85,000.00	
CTE Electrical Trades Pre-APR, APR Faculty		\$85,000.00	
Travel/Program Expenses		\$5,000.00	
State Assessment Support Services		\$10,000.00	
SchoolLinks		\$31,644.55	Per student cost + \$10,000 for
Tillamook		\$13,193.52	database development
NKN		\$4,761.91	
Nestucca		\$3,689.12	
Dual Credit Stipend (for courses through TBCC)		\$18,000.00	
Tillamook		\$6,700.00	
NKN		\$8,250.00	
Nestucca		\$3,050.00	
Tillamook Student Transitions Consortium		\$1,600.00	
Juntos Program		\$45,000.00	
Juntos Travel		\$5,500.00	
Tillamook		\$1,500.00	
NKN		\$2,500.00	
Nestucca		\$1,500.00	
Total Expenditures		\$424,744.55	
Net Revenues less Expenditures		\$388,268.45	



Northwest Regional Education Service District

July 31, 2024

TO: Board of Directors

FR: Jordan Ely, CFO

RE: Columbia County Social Emotional Learning Construction Project

EXPLANATION:

Project Overview: The superintendents of our Columbia County school districts have requested that the ESD utilize its county allocation funds to convert roughly half of St. Helens School District's school-based health center into a social emotional learning space that will serve all of Columbia County. The remodel project will convert just under 2,000 square feet into a dedicated classroom for Social Emotional Learning (SEL). This new classroom will be operated by the ESD within a space owned by the St. Helens School District. The remodeled area will provide a conducive learning environment tailored to support students' social and emotional development.

Contractor Selection: After a thorough evaluation process, Inline Construction has been selected as the preferred contractor for this project. Inline Construction was the lowest bidder and has demonstrated expertise in educational facility renovations and has a proven track record of delivering high-quality projects on time and within budget.

Financial Overview: The total estimated construction cost for the remodel project is \$540,000.

Request for Authorization: We are seeking authorization from the ESD Board of Directors to execute a contract with Inline Construction in the amount of \$540,000. This authorization is critical to ensure the timely commencement and completion of the project, thereby allowing the new SEL classroom to be ready for the upcoming school year.

Conclusion: The ESD is committed to advancing educational excellence and fostering a supportive learning environment for all students. The proposed remodel project is a significant step towards achieving these goals. We request the Board of Directors' authorization to proceed with the contract execution with Inline Construction to ensure the successful completion of this initiative.

PRESENTER(S): Jordan Ely

SUPPLEMENTARY MATERIALS: [Bid tab sheet](#)

RECOMMENDATION: Authorize staff to execute a construction contract with Inline Construction in an amount not to exceed \$540,000.

PROPOSED MOTION: "I move to authorize staff to execute a construction contract with Inline Construction in an amount not to exceed \$540,000."



Northwest Regional Education Service District

July 31, 2024

TO: Board of Directors

FR: Debbie Simons; Chief Human Resources Officer

RE: Recommendation to Approve Modification Of Administrator Agreement

EXPLANATION:

The attached Memorandum of Agreement reflects conversations with the administrators following the conclusion of the licensed bargaining process, which would have resulted in some supervisors being compensated less than the staff they supervise. Additionally, this Agreement reflects the implementation of the reductions in the Early Learning budget, as well as changes from comparing the ESD's administrative compensation with comparable positions throughout the region.

These impacts on the administrative group is mixed: Positions are eliminated, reduced, maintained or in a few cases, increased.

PRESENTER(S):

Debbie Simons, Chief Human Resources Officer

SUPPLEMENTARY MATERIALS:

[2024-2025 Admin Agreement Salary Modification MOA](#)

RECOMMENDATION:

To approve the 2024-25 Administrator Agreement Salary Modification MOA as presented.

PROPOSED MOTION:

"I move to approve the 2024-25 Administrator Agreement Salary Modification MOA as presented."



**Memorandum of Agreement
Between
Northwest Regional ESD
And
Northwest Regional ESD Administrators**

This Memorandum of Agreement is entered into by and between the Northwest Regional ESD ("NWRES D") and the Northwest Regional ESD Administrators. The ESD and Administrators have a Memorandum of Agreement in place from July 1, 2023 - June 30, 2027.

RECITALS

The parties' intention with this Memorandum of Agreement ("MOA") is to confirm agreement following the settlement of the NWEA licensed collective bargaining agreement, pay inequities exist in some positions held by administrators versus the staff they are assigned to supervise. In addition, the statewide funding deficit for early learning impacted the service center administrative positions.

TERMS OF MEMORANDUM OF AGREEMENT

The parties acknowledge the information below and agree to the following changes:

1. All positions on the administrative salary schedule will receive a 4% cost of living increase per the existing July 1, 2023 - June 30, 2027 Memorandum of Agreement.
2. Salaries for Program Administrators and Assistant Principals will receive an additional 4% increase for the 2024-2025 school year.
3. Salaries for Coordinators and Principals will receive an additional 2% increase for the 2024-2025 school year.
4. Service Center Administrators will have the number of contract days reduced from 235 to 225; and this change will be permanent unless explicitly changed by the Superintendent.
5. Administrators will receive the same stipend for doctorates that the licensed staff receive.
6. These changes will be effective in the July 2024 payroll; however if this agreement is not approved by the Board of Directors, the salary increases noted in #2 and #3 above will be adjusted in the August 2024 payroll.
7. Any provisions of the parties' administrative agreement not expressly modified by this MOA shall remain in full force and effect.
8. This MOA shall become effective upon signature of both of the parties.

For NWRES D Administrators Date

For NWRES D Administrators Date

For NWRES D Administrators Date

For Northwest Regional ESD Date

For NWRES D Administrators Date

For Northwest Regional ESD Date



Northwest Regional Education Service District

July 31, 2024

TO: Board of Directors

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

RE: St Mary's Home for Boys Agreement

EXPLANATION:

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

PRESENTER(S): Cathy Jensen, Executive Director K-12 Special Education

SUPPLEMENTARY MATERIALS: [St Mary's Home for Boys Agreement](#)

RECOMMENDATION: To approve St Mary's Home for Boys Agreement totalling \$1,159,559.13 as presented.

PROPOSED MOTION: "I move to approve St Mary's Home for Boys Agreement totalling \$1,159,559.13 as presented."

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

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

The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be July 1, 2024. Unless earlier terminated as provided below, the termination date shall be June 30, 2025.

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

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

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

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

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

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

8. Payment of Invoices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Non Appropriation/Adequate Funding.

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

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

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

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

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

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

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

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

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

19. Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR DATA AND SIGNATURE

Business Name: _____

Business Address: _____

Contractor Phone: _____

Federal Tax ID # or Social Security # _____

Is Contractor a non resident alien: _____ Yes _____ No

Business Designation (check one): _____ Sole Proprietorship _____ Partnership

_____ Corporation-for profit _____ Corporation-non profit _____ Other (describe here: _____)

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

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

Signature _____ Title _____

Name (please print) _____ Date _____

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

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

Signature _____ Title _____

Name (please print) _____ Date _____

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

1. Description of Program.

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

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

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

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

2. Premises.

2.1 Contractor's Responsibilities.

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

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

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

(vii) Two (2) storage rooms.

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

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

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

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

(f) Contractor will be responsible for maintenance and repair of the Premises for usual and customary wear and tear. Maintenance and repair of the building to include upkeep and management of the Indoor Air Quality (IAQ). All protocols, systems, and standards must be in compliance with the guidelines for IAQ in schools as outlined by the EPA. HVAC repairs will be done in a timely manner to maintain proper air circulation in all classrooms and offices prior to staff and students returning to the Levi school building in the fall 2024-2025. Contractor will inspect HVAC filters bimonthly and change filters every 90 days or more often if needed due to hazardous outdoor air quality as determined by the Environmental Protection Agency Air Quality Index. All air filters need to be maintained and replaced as necessary to ensure the proper functioning of the ventilation system for the school building.

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

2.2. District's Responsibilities.

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

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

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

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

3. Staffing.

3.1 Contractor's Responsibilities.

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

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

(ii) Two (2) program managers; and

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

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

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

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

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

3.2 District's Responsibilities.

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

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

(ii) Ten (10) instructional assistants;

(iii) .6 FTE school psychologist;

(iv) .2 FTE speech language pathologist;

(v) One (1) Program administrator.

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

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

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

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

4. Program.

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

4.2 Contractor Responsibilities.

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

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

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

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

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

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

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

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

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

(i) The District will have an administrator knowledgeable of all students, attend Contractor's daily Performance and Quality Improvement (PQI) meetings on school days. If District staffing constraints preclude PQI participation, the District will collaborate with Contractor to facilitate classroom coverage and District participation in AM PQI meetings.

(j) The District will provide progress reports every 2-3 weeks to the assistant director, cottage and case managers.

4.3 District Responsibilities.

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

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

(c) Contractor's day-treatment staff will be invited to participate in all meetings related to the delivery of education and special education services for individual students.

(d) The District will provide the extended school year services ("ESY") for any student identified as in need of such services through the IEP process. All ESY contracts will be negotiated between the District and the affected school district.

(e) The District will provide the administrative oversight of the educational program. The District administrator will supervise the educational staff and work directly with the day-treatment management team. If a concern arises about the conduct of a District staff, the Contractor will direct all concerns to the District Administrator immediately.

(f) The District will provide educational transitional planning for all students leaving the Program for placement in other educational settings or school programs.

(g) For students residing at St. Mary's Home for Boys, the District will provide Contractor's case managers with information necessary to complete the 30-day assessment report, an individualized academic progress report, and report cards/transcripts on a semester basis). These semester reports will be referred to and included as part of Contractor's 90-day case review. Quarterly progress reports will be provided to the Contractor's case managers.

(h) The District will provide Contractor's case managers with completed copies of all IEP and special education eligibility documentation (such as evaluation reports).

(i) The district will have a representative knowledgeable of all students, and attend Contractor's daily Performance and Quality Improvement (PQI) meetings on school days. If District staffing constraints preclude PQI participation, the District will collaborate with Contractor to facilitate classroom coverage and District participation in AM PQI meetings.

5. Compensation and Payment.

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

5.2 In addition, the District will pay Contractor a total of \$101,957.63 for facilities and services costs (the "Facilities Payment"). This sum will be paid in twelve monthly installments of \$8,496.47.

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

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

6. Contract Renewal.

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

EXHIBIT 2
Personal Services Contract
INSURANCE REQUIREMENTS

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

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

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

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

Required by District Not required by District

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

Required by District Not required by District

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

Required by District Not required by District

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

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

**EXHIBIT 3
Personal Services Contract**

**CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

NOTE: Contractor Must Complete Section A or B below:

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

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

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

Signature Title Date

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

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

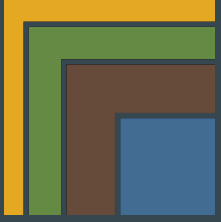
1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent contractor last year, Contractor filed federal and state income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

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

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

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

Contractor Signature Date



REPORTS & DISCUSSION



Northwest Regional Education Service District

July 31, 2024

TO: NWRESD Board of Directors

FR: John Peplinski, Executive Director of Instruction

RE: Migrant Education Program Summer Programs

EXPLANATION:

I am pleased to present an overview of the Migrant Education Program (MEP) summer programs we are facilitating for districts in our region. These programs are designed to support our migrant students by providing essential educational opportunities during the summer months. I will be highlighting the various locations of our summer programs, detailing the instructional goals we aim to achieve, highlighting some engaging activities we are providing and outlining the budget necessary for these initiatives. Supplemental summer programs are crucial for migrant students as they help bridge educational gaps, offer continuity in learning, and provide targeted support to address the unique challenges faced by this student population. Through these efforts, we strive to ensure that every migrant student has the opportunity to succeed and thrive academically. Thank you for your attention and support.

PRESENTER(S): John Peplinski, Executive Director of Instruction

SUPPLEMENTARY MATERIALS: [2024 MEP Summer Programs](#)

RECOMMENDATION: N/A

PROPOSED MOTION: N/A

2024 MEP Summer Programs



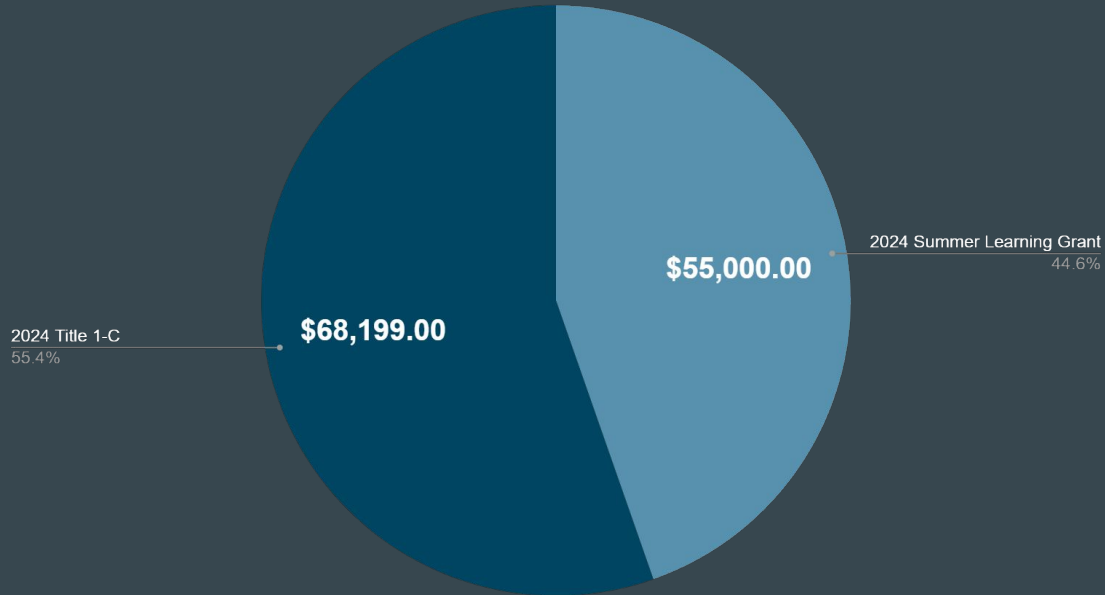
Instructional Goals

1. Language Arts - 120 minutes daily, 4 days per week for 4 consecutive weeks.
2. Mathematics - 90 minutes daily, 4 days per week for 4 consecutive weeks.
3. Binational Teacher - (Clatsop County only) Providing enriching opportunities for our students to gain knowledge not only in bicultural education, but also the importance behind students having the ability to relate to their own culture, appreciate, and understand other cultures.

Budgets

To ensure comprehensive support for all Migrant Education Summer programs, we are utilizing funds from Title 1-C Summer and the State Summer Learning Grant.

Funding Sources

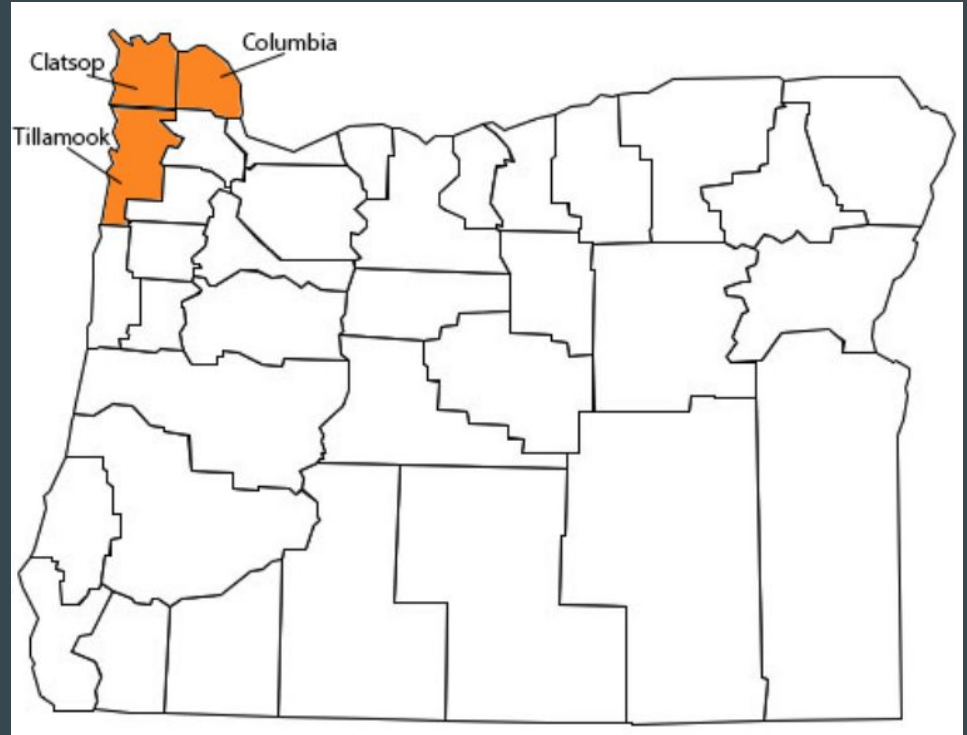


Counties MEP is Serving

Tillamook County

Clatsop County

Columbia County



Tillamook County - Tillamook School District

Students: 81

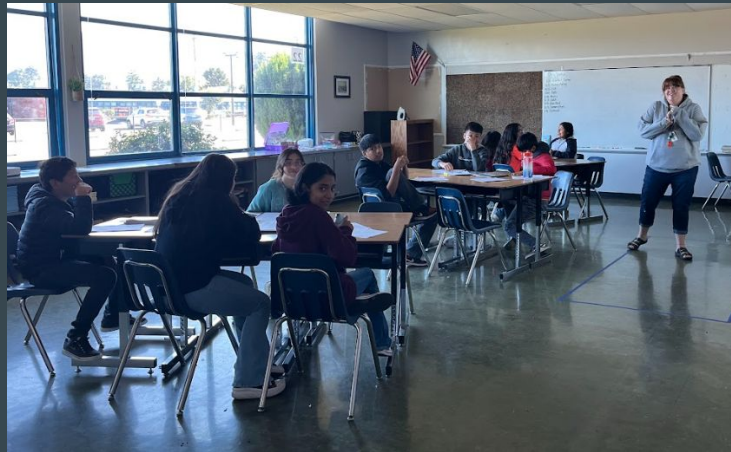
Grades: 1st - 5th

Location: East Elementary

Staff:

- 5 Licensed Teachers
- 4 Instructional Assistants
- 1 Secretary
- 1 Site Lead





Clatsop County - Astoria & Warrenton-Hammond School Districts

Students: 70

Grades: 1st - 7th

Location: Astoria Middle School

Staff:

- 6 Licensed Teachers
- 4 Instructional Assistants
- 1 Secretary
- 1 Site Lead





Columbia County

Summer Online Learning Opportunities

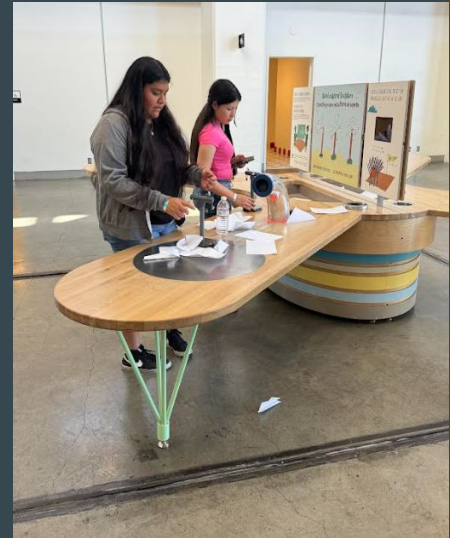
- DreamBox Math
- Read Naturally

Field Trips: OMSI

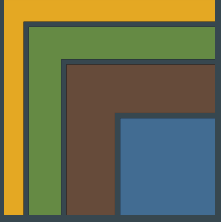
Students Participating: 30

Grades: K - 8th

*MEP Staff organizes family nights for students and parents to receive iPads and instruction on how to use both learning applications.



Questions?



ACTION ITEMS



July 31, 2024

TO: Board of Directors
FR: Jordan Ely, CFO
RE: July 2024 Financial Report as of June 30, 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 June 30, 2024. The budget column has been updated with the revised budgets for all funds and appropriations categories impacted by the supplemental budget adopted at the board's May meeting.

The numbers in this report are not audited and are subject to change. However, there are some notable developments for the board to review.

General Fund

The general fund performed as expected through the end of the year, with few minor exceptions. The ending fund balance is slightly higher than expected at 9.3% of revenues. This is primarily due to state sources coming in nearly \$800 thousand higher than expected, as a result of the 2022-23 reconciliation.

Special Revenue Fund

The special revenue fund is still waiting on nearly \$18 million in reimbursements for Q4 (March through June) activity. While it is currently in the red by just over \$300 thousand, once all reimbursements are received and posted, its ending balance is expected to be just over \$17.5 million. As a reminder, due to our modified accrual basis of accounting, these funds will be recognized in the 2023-24 fiscal year as they are received.

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, so its ins and outs match. The fund balance for this fund is \$0.

Capital Projects Fund

The Capital Projects Fund is used for construction, renovation, and major equipment purchases. The Aloclek project is underway, and there may be one more payment to the contractor that will need to be reflected in the 2023-24 fiscal year. The ending fund balance should be just over \$9 million.

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. As of this writing, the fund has performed as expected and has a positive cash balance of nearly \$700 thousand.

PRESENTER(S):	Jordan Ely
SUPPLEMENTARY MATERIALS:	July 2024 Financial Report
RECOMMENDATION:	To approve the July 2024 financial report as presented.
PROPOSED MOTION:	"I move to approve the July 2024 financial report as presented."

Trust & Agency Fund

Trust & Agency funds are those held by the ESD on behalf of other parties. The fund performed as expected and has a positive cash balance of \$7.4 million.

Conclusion

Consistent with prior reports, the ESD's ability to satisfy its current and long term liabilities remains strong, and grant reimbursement claims have begun. Cash flow is sufficient for this fiscal year, despite the disappointing overall funding levels for our early learning programs. However, the agency's ability to weather contract delays is significantly diminished going into 2024-25, as we are beginning the year with \$40 million on-hand, compared to \$58 million to begin 2023-24. 2024-25 is the second year of the biennium, so procurement delays should be improved. Staff will keep a close eye on this and maintain consistent communication with the Oregon Department of Education as the new year begins.

NW REGIONAL ESD MONTHLY FINANCIAL REPORT

For the Period Ended June 30, 2024

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	\$ 7,261,823	\$ -
REVENUES						
Local Sources	\$ 18,249,151	\$ 20,125,782	\$ 117,222	\$ 20,243,004	\$ 21,113,942	\$ (870,938)
Intermediate Sources	\$ 11,242	\$ 10,343	\$ -	\$ 10,343	\$ -	\$ 10,343
State Sources	\$ 39,644,000	\$ 40,908,615	\$ -	\$ 40,908,615	\$ 41,758,155	\$ (849,540)
Federal Sources	-	-	-	-	-	-
Other Sources	\$ 275,000	\$ 150,000	-	\$ 150,000	\$ 425,000	\$ (275,000)
TOTAL REVENUE	\$ 58,179,393	\$ 61,194,740	\$ 117,222	\$ 61,311,962	\$ 63,297,097	\$ (1,985,135)
EXPENDITURES						
Instruction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Support Services	\$ 8,770,052	\$ 11,014,157	\$ -	\$ 11,014,157	\$ 11,996,958	\$ 982,801
Enterprise and Community Services	-	-	-	-	-	-
Facilities Acquisition and Construction	-	-	-	-	-	-
Other Uses	\$ 49,705,530	\$ 51,844,631	\$ -	\$ 51,844,631	\$ 52,340,494	\$ 495,863
Contingencies	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 58,475,582	\$ 62,858,788	\$ -	\$ 62,858,788	\$ 64,337,452	\$ 1,478,664
SURPLUS / (DEFICIT)	\$ (296,189)	\$ (1,664,048)		\$ (1,546,826)		
Period End Fund Balance	\$ 5,995,096	\$ 5,597,775				
Projected Year End Fund Balance				\$ 5,714,997		
				9.32%	\$68,573,785	
SPECIAL REVENUE FUND	Prior YTD	Current YTD	Add: Projections	Annual Forecast	Annual Budget	Variance Fav / (Unfav)
Beginning Fund Balance	\$ 36,071,605	\$ 21,262,451	\$ -	\$ 21,262,451	\$ 9,256,392	\$ 12,006,059
REVENUES						
Local Sources	\$ 36,071,605	\$ 36,573,093	\$ 188,047	\$ 36,761,140	\$ 41,694,061	\$ (4,932,921)
Intermediate Sources	-	\$ 3,655	\$ -	\$ 3,655	\$ -	\$ 3,655
State Sources	\$ 33,952,149	\$ 31,035,930	\$ 16,803,328	\$ 47,839,258	\$ 52,009,612	\$ (4,170,354)
Federal Sources	\$ 10,342,209	\$ 6,433,264	\$ 800,000	\$ 7,233,264	\$ 18,298,422	\$ (11,065,158)
Other Sources	\$ 3,583,518	\$ 3,293,604	-	\$ 3,293,604	\$ 3,343,624	\$ (50,020)
TOTAL REVENUE	\$ 83,949,481	\$ 77,339,546	\$ 17,791,374	\$ 95,130,920	\$ 115,345,719	\$ (20,214,799)
EXPENDITURES						
Instruction	\$ 56,926,414	\$ 60,285,066	\$ -	\$ 60,285,066	\$ 70,807,394	\$ 10,522,328
Support Services	\$ 32,030,984	\$ 31,632,742	\$ -	\$ 31,632,742	\$ 41,768,359	\$ 10,135,617
Enterprise and Community Services	\$ 2,342,622	\$ 2,187,267	\$ -	\$ 2,187,267	\$ 2,732,053	\$ 544,786
Facilities Acquisition and Construction	-	-	-	-	-	-
Other Uses	\$ 1,989,692	\$ 4,829,518	\$ -	\$ 4,829,518	\$ 9,294,305	\$ 4,464,787
Contingencies	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 93,289,712	\$ 98,934,593	\$ -	\$ 98,934,593	\$ 124,602,111	\$ 25,667,518
SURPLUS / (DEFICIT)	\$ (9,340,231)	\$ (21,595,047)		\$ (3,803,673)		
Period End Fund Balance	\$ 26,731,374	\$ (332,596)				
Projected Year End Fund Balance				\$ 17,458,778		

NW REGIONAL ESD MONTHLY FINANCIAL REPORT

For the Period Ended June 30, 2024

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	-	\$ 1,321,607	\$ -	\$ 1,321,607	\$ 1,321,608	\$ (1)
TOTAL REVENUE	\$ -	\$ 1,321,607	\$ -	\$ 1,321,607	\$ 1,321,608	\$ (1)
EXPENDITURES						
Instruction	\$ -	\$ -	\$ -	\$ -	\$ -	-
Support Services	-	-	\$ -	\$ -	\$ -	-
Enterprise and Community Services	-	-	\$ -	\$ -	\$ -	-
Facilities Acquisition and Construction	-	-	\$ -	\$ -	\$ -	-
Other Uses	-	\$ 1,321,607	\$ -	\$ 1,321,607	\$ 1,321,608	\$ 1
Contingencies	-	-	\$ -	\$ -	\$ -	-
TOTAL EXPENDITURES	\$ -	\$ 1,321,607	\$ -	\$ 1,321,607	\$ 1,321,608	\$ 1
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	\$ 15,087,739	\$ 318,850	\$ -	\$ 318,850	\$ 15,388,850	\$ (15,070,000)
TOTAL REVENUE	\$ 15,087,739	\$ 81,322	\$ -	\$ 81,322	\$ 15,438,850	\$ (15,357,528)
EXPENDITURES						
Instruction	\$ -	\$ -	\$ -	\$ -	\$ -	-
Support Services	\$ 268,852	-	\$ -	\$ -	\$ 650,000	\$ 650,000
Enterprise and Community Services	-	-	\$ -	\$ -	\$ -	-
Facilities Acquisition and Construction	\$ 271,758	\$ 2,524,975	\$ -	\$ 2,524,975	\$ 16,314,500	\$ 13,789,525
Other Uses	-	-	\$ -	\$ -	\$ -	-
Contingencies	-	-	\$ -	\$ -	\$ 544,500	\$ 544,500
TOTAL EXPENDITURES	\$ 540,610	\$ 2,524,975	\$ -	\$ 2,524,975	\$ 17,509,000	\$ 14,984,025
SURPLUS / (DEFICIT)	\$ 14,547,129	\$ (2,443,653)		\$ (2,443,653)		
Period End Fund Balance	\$ 16,756,416	\$ 9,350,184				
Projected Year End Fund Balance				\$ 9,350,184		

NW REGIONAL ESD MONTHLY FINANCIAL REPORT

For the Period Ended June 30, 2024

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	\$ 5,575,778	\$ 5,398,978	\$ -	\$ 5,398,978	\$ 5,394,222	\$ 4,756
Intermediate Sources	-	-	\$ -	\$ -	\$ -	\$ -
State Sources	\$ 87,471	\$ 151,925	\$ -	\$ 151,925	\$ 295,000	\$ (143,075)
Federal Sources	-	-	\$ -	\$ -	\$ -	\$ -
Other Sources	\$ 3,613,178	\$ 2,994,580	\$ -	\$ 2,994,580	\$ 2,999,587	\$ (5,007)
TOTAL REVENUE	\$ 9,276,427	\$ 8,545,483	\$ -	\$ 8,545,483	\$ 8,688,809	\$ (143,326)
EXPENDITURES						
Instruction	\$ 168,203	\$ 272,078	\$ -	\$ 272,078	\$ 528,503	\$ 256,425
Support Services	\$ 8,403,702	\$ 8,891,324	\$ -	\$ 8,891,324	\$ 9,864,400	\$ 973,076
Enterprise and Community Services	-	-	\$ -	\$ -	\$ -	\$ -
Facilities Acquisition and Construction	-	-	\$ -	\$ -	\$ -	\$ -
Other Uses	-	-	\$ -	\$ -	\$ -	\$ -
Contingencies	-	-	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 8,571,905	\$ 9,163,402	\$ -	\$ 9,163,402	\$ 10,392,903	\$ 1,229,501
SURPLUS / (DEFICIT)	\$ 704,522	\$ (617,919)		\$ (617,919)		
Period End Fund Balance	\$ 2,090,942	\$ 691,157				
Projected Year End Fund Balance				\$ 691,157		
TRUST & AGENCY FUND	Prior YTD	Current YTD	Add: Projections	Annual Forecast	Annual Budget	Variance Fav / (Unfav)
Beginning Fund Balance	\$ 12,286,975	\$ 8,408,285	\$ -	\$ 8,408,285	\$ 9,007,234	\$ (598,949)
REVENUES						
Local Sources	\$ 18,040	\$ 10,384	\$ -	\$ 10,384	\$ -	\$ 10,384
Intermediate Sources	-	-	\$ -	\$ -	\$ -	\$ -
State Sources	\$ 500	\$ 500	\$ -	\$ 500	\$ -	\$ 500
Federal Sources	-	-	\$ -	\$ -	\$ -	\$ -
Other Sources	\$ 43,040,288	\$ 44,996,941	\$ -	\$ 44,996,941	\$ 45,446,941	\$ (450,000)
TOTAL REVENUE	\$ 43,058,828	\$ 45,007,825	\$ -	\$ 45,007,825	\$ 45,446,941	\$ (439,116)
EXPENDITURES						
Instruction	\$ 12,458,327	\$ 14,076,037	\$ -	\$ 14,076,037	\$ 15,290,493	\$ 1,214,456
Support Services	\$ 11,344,840	\$ 10,855,122	\$ -	\$ 10,855,122	\$ 10,857,231	\$ 2,109
Enterprise and Community Services	\$ 4,610	-	\$ -	\$ -	\$ 124,653	\$ 124,653
Facilities Acquisition and Construction	-	-	\$ -	\$ -	\$ 1,037,069	\$ 1,037,069
Other Uses	\$ 23,225,467	\$ 21,079,131	\$ -	\$ 21,079,131	\$ 27,144,729	\$ 6,065,598
Contingencies	-	-	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 47,033,244	\$ 46,010,290	\$ -	\$ 46,010,290	\$ 54,454,175	\$ 8,443,885
SURPLUS / (DEFICIT)	\$ (3,974,416)	\$ (1,002,465)		\$ (1,002,465)		
Period End Fund Balance	\$ 8,312,559	\$ 7,405,820				
Projected Year End Fund Balance				\$ 7,405,820		

NW REGIONAL ESD MONTHLY FINANCIAL REPORT

For the Period Ended June 30, 2024

ALL FUNDS	Prior YTD	Current YTD	Add: Projections	Annual Forecast	Annual Budget	Variance Fav / (Unfav)
Beginning Fund Balance	\$ 58,245,572	\$ 50,035,472	\$ -	\$ 50,035,472	\$ 29,299,693	\$ 20,735,779
REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Sources	\$ 59,914,574	\$ 62,108,261	\$ 305,269	\$ 62,413,530	\$ 68,252,225	\$ (5,838,695)
Intermediate Sources	\$ 11,242	\$ 13,998	\$ -	\$ 13,998	\$ -	\$ 13,998
State Sources	\$ 73,684,120	\$ 72,096,970	\$ 16,803,328	\$ 88,900,298	\$ 94,062,767	\$ (5,162,469)
Federal Sources	\$ 10,342,209	\$ 6,195,712	\$ 800,000	\$ 6,995,712	\$ 18,298,422	\$ (11,302,710)
Other Sources	\$ 65,599,723	\$ 53,075,582	\$ -	\$ 53,075,582	\$ 68,925,610	\$ (15,850,028)
TOTAL REVENUE	\$ 209,551,868	\$ 193,490,523	\$ 17,908,596	\$ 211,399,119	\$ 249,539,024	\$ (38,139,905)
EXPENDITURES						
Instruction	\$ 69,552,944	\$ 74,633,181	\$ -	\$ 74,633,181	\$ 86,626,390	\$ 11,993,209
Support Services	\$ 60,818,430	\$ 62,393,345	\$ -	\$ 62,393,345	\$ 75,136,948	\$ 12,743,603
Enterprise and Community Services	\$ 2,347,232	\$ 2,187,267	\$ -	\$ 2,187,267	\$ 2,856,706	\$ 669,439
Facilities Acquisition and Construction	\$ 271,758	\$ 2,524,975	\$ -	\$ 2,524,975	\$ 17,351,569	\$ 14,826,594
Other Uses	\$ 74,920,689	\$ 79,074,887	\$ -	\$ 79,074,887	\$ 90,101,136	\$ 11,026,249
Contingencies	\$ -	\$ -	\$ -	\$ -	\$ 544,500	\$ 544,500
TOTAL EXPENDITURES	\$ 207,911,053	\$ 220,813,655	\$ -	\$ 220,813,655	\$ 272,617,249	\$ 51,803,594
SURPLUS / (DEFICIT)	\$ 1,640,815	\$ (27,323,132)		\$ (9,414,536)		
Period End Fund Balance	\$ 59,886,387	\$ 22,712,340				
Projected Year End Fund Balance				\$ 40,620,936		



Northwest Regional Education Service District

July 31, 2024

TO: Board of Directors
FR: Valerie White, Board Secretary
RE: Election Procedures for NWRESD Board Zone 4

EXPLANATION:

NWRESD Board Member, Tony Erickson, has announced their resignation from the Zone 4 elected position within the NWRESD Board of Directors as of July 26, 2024.

As per board policy BBC:

Board members can resign the office effective at a future date. If the resignation is effective at a future date, the resignation is binding unless withdrawn in writing by the end of the third business day after the resignation is made. The Board will announce the resignation and declare the vacancy at a Board meeting.

As per board policy BBE:

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.

In this agenda item, the Board will have the opportunity to declare a vacancy for the Zone 4 board position and approve election procedures to complete the remainder of the current term for Zone 4, ending June 30, 2025.

PRESENTER(S):

Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS:

[Letter of Resignation](#)
[Board Vacancy Instructions](#)
[Zone 4 Vacancy Timeline](#)
[Media Announcement](#)
[Sample Application](#)

RECOMMENDATION:

The administration recommends the board declare a vacancy and direct the administration to develop a process and timeline for filling the Zone 4 vacancy.

PROPOSED MOTION:

"I move to declare a vacancy and direct the administration to develop a process and timeline for filling the Zone 4 vacancy."



Dan Goldman <dgoldman@nwresd.k12.or.us>

Stepping Down

1 message

Tony Erickson <terickson@nwresd.k12.or.us>

Fri, Jul 26, 2024 at 3:43 PM

To: Doug Dougherty <ddougherty@nwresd.k12.or.us>, Dan Goldman <Dgoldman@nwresd.k12.or.us>

Doug and Dan,

This email is to inform you and the board that I need to step down from board service due to family health issues that demand much of my time and attention. My years on the board have been rewarding and even fun and I wish I didn't have the need to step down. I appreciate all of the board members' support of each other, staff and our students, I shall always speak highly of the organization.

With many thanks,

Tony

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 Position: Zone 4

JULY 26, 2024

Director Erickson announced their resignation from NWRESD Board of Directors.

JULY 31, 2024

Vacancy declared at Board General Session. Board to approve procedures for filling vacancy.

AUGUST 1, 2024

Application materials posted online and submitted to papers of record. Application will remain open through August 20, 2024.

AUGUST 21, 2024

Applicant information & ballot resolutions provided to component district boards for Zone 4.

SEPTEMBER 13, 2024

Ballots due from component district boards for Zone 4.

OCTOBER 9, 2024

Board oath administered to district-selected applicant in general session. Term to begin immediately and to end June 30, 2025.



Northwest Regional Education Service District

NOTICE OF BOARD VACANCIES

Northwest Regional Education Service District is seeking candidates interested in completing the remaining term of its Zone 4 board position. School boards within Zone 4 will vote for ESD board members in August and September, 2024. The newly elected board member will take their oath on October, 9 2024 and their term will end June 30, 2025.

This position is based on the following school district residency zones:
Zone 4: Beaverton (Sunset & Westview HS attendance areas), Clatskanie, Rainier, Scappoose, St Helens & Vernonia

Candidates may apply online at www.nwresd.org under Board of Directors Elections. The deadline for applying is no later than August 20, 2024 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.

###

SAMPLE APPLICATION

Full Name

Title _____ *First Name* _____ *M.I.* _____ *Last Name* _____ *Suffix* _____

Phone

Phone _____ *ext.* _____

Email

Email _____

Which school district boundary area do you reside in?

District _____

I currently reside within the boundaries of NWRESD and have for one (1) full year prior to this application. (circle one)

Yes No

I am a registered voter within the boundaries of NWRESD.

Yes No

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

Yes No

Please check below to confirm you are not an employee of NWRESD.

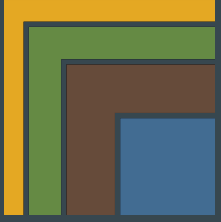
I am not an employee of NWRESD

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

Please share your educational background.

Please share why you would like to be elected to the NWRESD Board of Directors.

Anything else you would like to add?



BOARD COMMENTS



Northwest Regional
Education Service District

END OF PACKET
FIN DEL PAQUETE

General Session - Sesion general
July 31, 2024 - 31 de julio de 2024
2:10 pm

Questions?
Contact vwhite@nwresd.org