

Agenda

1. **Call Meeting to Order and Pledge of Allegiance**
Presenter: John Nelson, Chair
2. **Review / Revision of the Agenda**
3. **District Mission / Vision Statement**
4. **Zone 7 Position Interview / Possible Appointment**
5. **Student / Staff Recognition**
6. **Student Representative Reports**
7. **Comments from the Audience about Non Agenda Items**
8. **Consent Agenda**
 - a. School Board Meeting Minutes from October 22nd, 2020.
 - b. School Board Work Session - District Professional Learning Team Meeting from November 5th, 2020.
 - c. Personnel Report
9. **Board Action Calendar - Review**
 - a. **November:**
 - **Supt Search:** Will be advertised nationally and with local state organizations, 100 consultants engage in recruitment activities
 - Monitor allocation of resources
 - Monitor Facilities Improvement Direction
 - Review/revise policies as needed
 - Examples of opportunities for Board Members
 - Attend student activities (especially Veteran's Day Assembly)
 - Attend the OSBA Annual Conference (offered virtually)
 - b. **December:**
 - **Supt Search:** Will be advertised nationally and with local state organizations, 100 consultants engage in recruitment activities
 - **Applications close:** December 9th
 - **Screening of qualified applicants:** December 9th - December 23rd
 - Monitor allocation of resources
 - First District PLT Meeting (Review Fall Data)
 - Review/revise policies as needed
 - Monitor Facilities Direction
10. **Board Discussion around Legislative Advocacy**

11. School Board Sub Committee Reports

12. New Business:

a. Presentations / Reports:

1. Superintendent's Report

- a. **Action Item:** Approve the Student Investment Account (SIA) final grant agreement

(please click here to be redirected to the District's website for the plans submitted to ODE)

Public Comments on the Student Investment Account Grant

Agreement: *The Board will accept written public comment for the Student Investment Account Grant Agreement for the November 19th, 2020 School Board meeting.*

Please send written comments to publiccomments@nwasco.k12.or.us or by US Mail to North Wasco County School District 21 ATTN: Public Comments, 3632 West 10th Street, The Dalles, Oregon 97058.

*Clearly label the subject line as: "**Public comment - Student Investment Account Grant Agreement**". The Student Investment Account grant agreement public comments may be read aloud as determined by the Board Chair.*

Written public comment for the Student Investment Account Grant Agreement will be accepted until Wednesday, November 18th, 2020 by 12:00 (Noon).

The Board sincerely appreciates your input, and thanks you for your participation.

2. Chief Financial Officer's Report

- a. **Financial Statements:**
- b. **Student Enrollment:**
- c. **Action Item:** Approve Resolution 20-21-07 - ESSA Partnership (US Department of Education Title I, Part A)
- d. **Action Item:** Approve Resolution 20-21-08 - Comprehensive Distance Learning Grant (US Department of Education - CARES ACT)
- e. **Action Item:** Approve Resolution 20-21-09 - ODE Student Investment Account (Riverbend Community School)

f. **Action Item:** Approve Resolution 20 21 10 - ODE High School Success Act (Riverbend Community School)

3. **Board Attorney's Report**

13. **Discussion / Action Items:**

a. **Discussion / Action Item:** Approve/Adopt the OSBA 2021-2022 Legislative Priorities and Principles as recommended by the Legislative Policy Committee.

14. **1st Reading on School Board Policies** (*informational only*):

a. **Board Policy ACB: All Students Belong** (*NEW Policy*)

15. **2nd Reading / Adoption on School Board Policies** (*action required*):

a. **Board Policy FF: Naming Schools, Programs and Properties**

b. **Board Policy BCE/BCF: Board Committees**

16. **Informational Only:**

17. *Call the Executive Session to order pursuant to ORS 192.660(2)(e) - "To conduct deliberations to negotiate real property transactions."*

18. *Adjourn the Executive Session and Open the Regular School Board Meeting.*

19. Possible Action Item on Executive Session, if needed.

20. **Adjourn the Regular School Board Meeting**

North Wasco County School District

Human Resource Office • Brian Schimel - Director
3632 West 10th Street • The Dalles, Oregon 97058 • (541) 506-3420

PERSONNEL CHANGES AND VACANCIES School Board Meeting – November 19, 2020 *Current as of – November 12, 2020*

Reference ORS 332.505 (2b) A District Board may employ personnel, including teachers and administrators, necessary to carry out the duties and powers of the board and fix the duties, terms and conditions of employment and the compensation.

Licensed Staff – New Hires

NAME	POSITION	BUILDING	COMMENTS
N/A			

Licensed Staff – Internal Transfer and or Hires

NAME	CURRENT BUILDING AND ASSIGNMENT	NEW BUILDING AND ASSIGNMENT
N/A		

Licensed Staff – Resignation/Retirements/Separation of Employment

NAME	POSITION	BUILDING	COMMENTS
N/A			

Licensed Staff – Request for Leave of Absence

NAME	POSITION	BUILDING	COMMENTS
N/A			

Administrative Staff – New Hires

NAME	POSITION	BUILDING	COMMENTS
N/A			

Please Note: The following information regarding ESP employment is presented to the Board for purposes of (Information Only) and requires no action.

ESP Staff – New Hires – No Action Required

NAME	POSITION	BUILDING	COMMENTS
Katherine Nance	Ed Assistant II-Title I	DHE	Began 10/21/2020

ESP Staff – Transfers and Internal Hires – No Action Required

NAME	POSITION	COMMENTS
N/A		

ESP Staff – Request for Leave of Absence – No Action Required

NAME	POSITION	BUILDING	COMMENTS
N/A			

ESP Staff – Resignation/Retirements/Separation of Employment – No Action Required

NAME	POSITION	BUILDING	COMMENTS
Vallie Ramanathan	Ed Asst III-SPED SLC	CES	Resigned October 20,2020
John Anderson	Bus Mechanic	Transportation	Resigned November 6, 2020

Confidential Staff – New Hires – No Action Required

NAME	POSITION	BUILDING	COMMENTS
N/A			

Confidential Staff – Resignation/Retirements/Separation of Employment – No Action Required

NAME	POSITION	BUILDING	COMMENTS
Bob Thouvenel	Cross Country Coach	TDHS	Resigning May 1, 2021

Coaching Staff – New Hires – No Action Required

NAME	POSITION	BUILDING	COMMENTS
N/A			

Coaching Staff – Resignations/Separation of Employment – No Action Required

NAME	POSITION	BUILDING	COMMENTS
N/A			

Advertised Vacancies

Position	HRS/FTE	Building	Close Date	Comments
Educational Assistant III-SPED	7.5 Hrs	District Wide	Open Until Filled	Advertised
Educational Assistant III-SELA	7.5 Hrs	CWE	11/20/2020	Advertised
Educational Assistant I-Duty Assistant	3.75 Hrs	CWE	11/20/2020	Advertised
Substitute Bus Driver (Pool)	Substitute	Transportation	Open Until Filled	Advertised
Assistant Volleyball Coach	Seasonal	TDHS	Open Until Filled	Advertised
Temporary HS Science Teacher	Full Time	TDHS	Open Until Filled	Advertised
Temporary HS Math Teacher	Full Time	TDHS	Open Until Filled	Advertised
Nutrition Services I	6.00 Hrs	District Wide	11/18/2020	Advertised (Internally)
Nutrition Services I	3.75 Hrs	District Wide	Open Until Filled	Advertised

STATE OF OREGON GRANT AGREEMENT

GRANT NO. 13704

“Student Success Act -Student Investment Account”

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and **North Wasco County SD 21** (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to the “Student Success Act”, codified at 2019 Oregon Laws Chapter 122 and as amended from time to time (the “Act”). Agency is authorized to distribute funding from the Statewide Education Initiative Account for the purposes described in Section 9 of the Act. Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this grant is to provide funding to assist in meeting students’ mental or behavioral health needs, and increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged students, students who are homeless, and students who are foster children.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2021.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Rachael Moser
Office of Education Innovation & Improvement
255 Capitol St NE
Salem, OR 97310-0203
SIInfo@ode.state.or.us

4.2 Grantee’s Grant Manager is:

Theresa Peters
North Wasco County SD 21
3632 W 10th St

ODE SIA

The Dalles, OR 97058-4397
peterst@nwasco.k12.or.us)

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

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth on Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending June 30, 2021 (the "Performance Period").

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$794,092.47 ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available through its Student Investment Account ("Funding Source").

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency's reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3 Grantee may use the Grant Funds for indirect or administrative costs up to the amount allowed by OAR 581-014-0004 (currently the lesser of five percent of Grantee's total expenditures or \$500,000 per annum). The rates described in OAR 581-014-0004 control over any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS").

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

- 7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
- 7.2.2 No default as described in Section 15 has occurred; and
- 7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

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

7.4 Suspension of Funding and Project. Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

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

SECTION 8: REPRESENTATIONS AND WARRANTIES

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

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

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

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

SECTION 9: OWNERSHIP

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

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

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

9.2 Grantee Ownership. Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.

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

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information, If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

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

SECTION 11: INDEMNITY/LIABILITY

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

SECTION 12: INSURANCE

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

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. If the parties cannot resolve the dispute at the direct management level, it will be resolved as provided in OAR 581-014-0004.

SECTION 15: DEFAULT

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

SECTION 16: REMEDIES

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

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

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

SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 By Agency.** Agency may terminate this Grant as follows:
- 18.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or

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

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

18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

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

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

SECTION 19: MISCELLANEOUS

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

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

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

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

- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.8.1 FERPA.** The Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g, applies to education records of individual students held by the Agency. If Grantee has access to personally identifiable education records, Grantee shall not disclose them to anyone and upon completion of the education program and expiration of the Grant, Grantee shall destroy the records. Grantee shall comply with all applicable statutes and rules related to FERPA and education records.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.

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

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

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

- This Grant less all exhibits
- Exhibit A (the "Project")
- Exhibit B (Common and Customized Framework)
- Exhibit C (Insurance)

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

SECTION 20: SIGNATURES

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

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

STATE OF OREGON acting by and through its Department of Education

By: _____
Name, Title Date

GRANTEE North Wasco County SD 21

By: _____
Authorized Signature Date

Printed Name, Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Cynthia Byrnes, Senior Assistant Attorney General 8/27/2020 via email
Name, Title Date

EXHIBIT A THE PROJECT

SECTION I – BACKGROUND AND GOALS

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

SSA establishes the Student Investment Account (SIA) to provide Oregon school districts and eligible charter schools with access to non-competitive grant funds. Each SIA applicant is required to work alongside educators, students, families and their community to develop a plan and outline priorities and activities that align to the allowable uses in the law.

The SIA grants are for two purposes:

- 1) Meeting students’ mental or behavioral health needs, and
- 2) Increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged students, students who are homeless, and students who are foster children.

SECTION II – PROJECT DEFINITIONS

The following capitalized terms have the meanings assigned below for purposes of Exhibits A and B.

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

“Allowable Costs of the Project” means Grantee’s actual costs that are reasonable, necessary and directly related to the implementation of the SIA Plan and are allowable uses of the Grant Funds under the Act.

“Baseline Targets” means the minimum expectations for improvement set forth in the SIA Plan by the district in either: (i) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further defined in the December 2019 “Guidance for Eligible Applicants”.

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

“Disaggregated” has the meaning give in section 12(a) of the Act.

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

ODE SIA

“Focal Student Groups” means students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged, students who are homeless and students who are foster children.

“Foundational Year” means the first year of Grantee’s three-year SIA Plan.

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

“Gap Closing Targets” or “Closing Gap Targets” means the reduction of academic disparities between groups of students especially for Focal Student Groups set forth in the SIA Plan, based on the December 2019 “Guidance for Eligible Applicants”.

“Longitudinal Performance Growth Targets (LPGT)” means the required common metrics and optional locally defined metrics included in Grantee’s SIA Plan.

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

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

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

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

“SIA Account” means the Student Investment Account established, pursuant to ORS 327.175, within the Fund for Student Success for the purpose of distributing grants under ORS 327.195.

“SIA Plan” means the plan developed and implemented by Grantee that focuses on increasing academic achievement and, reducing academic disparities for identified student groups, and meeting students’ mental and behavioral health needs.

“Stretch Targets” means significant improvement set forth in the SIA Plan by the district in either: (i) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further described in the December 2019 “Guidance for Eligible Applicants”.

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

SECTION III – PROJECT ACTIVITIES

This Grant Agreement is for the Foundational Year only.

Subsection 1. Continuous SIA Plan Implementation

Agency will disburse Grant Funds for Allowable Costs of the Project that implement Grantee's SIA Plan during the Performance Period in accordance with formula and activities described in the Act.

At the start of the 2020-2021 School Year, Grantee must begin to implement its SIA Plans.

Grantees must use the Grant Funds only for:

(a) Increasing instructional time, which may include: (A) More hours or days of instructional time; (B) Summer programs; (C) Before-school or after-school programs; or (D) Technological investments that minimize class time used for assessments administered to students.

(b) Addressing students' health or safety needs, which may include: (A) Social-emotional learning and development; (B) Student mental and behavioral health; (C) Improvements to teaching and learning practices or organizational structures that lead to better interpersonal relationships at the school; (D) Student health and wellness; (E) Trauma-informed practices; (F) School health professionals and assistants; or (G) Facility improvements directly related to improving student health or safety.

(c) Reducing class sizes, which may include increasing the use of instructional assistants, by using evidence-based criteria to ensure appropriate student-teacher ratios or staff caseloads.

(d) Expanding availability of and student participation in well-rounded learning experiences, which may include: (A) Developmentally appropriate and culturally responsive early literacy practices and programs in prekindergarten through third grade; (B) Culturally responsive practices and programs in grades six through eight, including learning, counseling and student support that is connected to colleges and careers; (C) Broadened curricular options at all grade levels, including access to: (i) Art, music and physical education classes; (ii) Science, technology, engineering and mathematics education; (iii) Career and technical education, including career and technical student organization programs; (iv) Electives that are engaging to students; (v) Accelerated college credit programs, including dual credit programs, International Baccalaureate programs and advanced placement programs; (vi) Dropout prevention programs and transition supports; (vii) Life skills classes; or (viii) Talented and gifted programs; or (D) Access to licensed educators with a library media endorsement

Grantee must periodically review its progress toward meeting Grantee's Progress Markers and LPGT described in the Exhibit B Common and Customized Framework.

Subsection 2. Foundational Year SIA Plan Refinement and Extension

During the Foundational Year, Grantee must re-visit each aspect of its SIA Plan and engage with Focal Student Groups, families, staff and community to develop a four-year SIA Plan that will extend from 2021-2024 with two biannual implementation periods.

ODE SIA

Grantee must also revisit its LPGT and develop Baseline Targets and Stretch Targets for each of the five Common Metrics and develop Gap Closing Targets that Focal Student Groups will be expected to meet over a five-year period.

As part of the application process for follow-up funding to this Foundational Year Grant, Grantee must work with Agency to co-develop LPGT, Progress Markers and Optional Local Metrics in the spring and summer of 2021.

SECTION IV – REPORTING REQUIREMENTS

Grantee must submit quarterly financial and performance progress reports as well as a final yearly report on the dates set forth in Section V. This reporting requirement shall survive termination of this Agreement.

Financial Reports

Beginning in January of 2021 and continuing each quarter thereafter, Grantee must submit a financial report detailing its expenditure of Grant Funds to the Agency using the form provided by the Agency. Reports are due 30 days after the end of each fiscal year quarter. The yearly report will be due no later than 60 days after the end of the fiscal year.

If Grantee does not use the Grant Funds for Allowable Project Costs Agency may exercise the remedies provided in Section 17 of this Grant, including without limitation deducting amounts from future disbursements of Grant Funds.

Any Grant Funds that are not used by Grantee by June 30, 2021 must be returned to Agency for deposit in the Student Investment Account. If Grantee has not used all of its Grant Funds by June 30, 2021, Grantee may submit a request to Agency no later than June 15 for an extension until September 30, 2021 to use the Grant Funds. The Agency may approve the request at its discretion based upon a determination as to whether the extension and proposed use constitute Allowable Project Costs that further Grantee's SIA Plan or targets.

SIA Plan Performance Reporting

The Agency will closely monitor and evaluate Grantee's progress towards its Progress Markers.

Beginning in January of 2021 and continuing each quarter thereafter, Grantee must submit a narrative Performance Progress Report detailing its SIA Plan activities to the Agency using the form provided by the Agency. Reports are due 30 days after the end of each fiscal year quarter. The yearly report will be due no later than 60 days after the end of the fiscal year.

SIA grant monitoring

The Agency will monitor Grantee's performance under this Grant in person, video conferencing or by phone. Agency will provide written notice to Grantee, as provided in Section 19.4 of the Grant, at least 15 days in advance of Agency's monitoring activities and will schedule in person visits, video conferencing and phone calls.

ODE SIA

A Grant monitoring visit or call may cover a variety of topics at Agency’s discretion including but not limited to: Grantee’s compliance with the SIA Account purposes; challenges faced by the Grantee in implementing its Plan; SIA Plan outcomes; its budget and expenditure of moneys received from the SIA Account, Grantee’s progress toward achieving its Progress Markers; financial reporting, any expenditure changes, and reconciliation of Grant Funds; or Grantee’s training and technical assistance needs.

Before an on-site visit, the Agency will advise Grantee on how to prepare for the monitoring visit and financial reconciliation, the format for the visit, and which Grantee organizational leaders, staff or others should be involved in the visit. Once a date and time are confirmed, the Grantee should send a notification to its organizational leaders, staff, students and community partners who are expected to participate; identify a meeting location and prepare all necessary monitoring documents and data.

The department may establish a procedure for conducting performance audits on a random basis or based on just cause as allowed under rules adopted by the board.

Each grant recipient must conduct a performance review every four years as required by standards adopted in board rule.

SECTION V – DISBURSEMENT and REPORTING PROVISIONS

Agency will disburse the Grant Funds using its Electronic Grants Management System (“EGMS”), on a quarterly basis as outlined below:

<u>Disbursement Date</u>	<u>Amount</u>
<u>October 1, 2020</u>	<u>40%</u>
<u>January 1, 2021</u>	<u>30%</u>
<u>April 1, 2021</u>	<u>30%</u>

*If this Grant is not fully executed by October 1, 2020, Agency will disburse the Grant Funds within 30 days of the Execution Date.

Agency will disburse the Grant Funds in quarterly disbursements in advance of expenditures, not on a reimbursement basis.

Grantee must submit its financial and performance progress reports on the following dates:

January 31, 2021

April 30, 2021

August 30, 2021 (Yearly Report)

EXHIBIT B COMMON AND CUSTOMIZED FRAMEWORK NORTH WASCO COUNTY SD 21

SECTION I – PROGRESS MARKERS FOR SCHOOL YEAR 2020-2021

The Progress Markers are a mechanism to support a developmental approach to evaluation with a focus on learning about the kinds of changes that happen from distinct investments. The following fifteen Progress Markers are arranged into three categories that represent the advancement in degree of change from minimum to profound as described and listed below:

- A. **“Expect to see”** progress makers represent initial, easy to achieve changes that indicate a recognition of and commitment to SIA plan goals.
- B. **“Would like to see”** progress markers represent longer term likely changes and indicate more active learning and engagement.
- C. **“Would love to see”** progress markers describe the kinds of profound changes ideal for any program or investment to make or contribute towards. Note: In this first year, this would be unusual to see.

A. Expect to see

1	Every school recognizes and honors the strengths that educators, students and their families bring to the educational experience through active and consistent community engagement.
2	An equity lens is in place, adopted, and woven through all policies, procedures and practices.
3	Data teams are forming, and they frequently review data that inform a school’s decision-making processes, including barriers to engagement and attendance. ¹
4	Schools and districts have an inventory of literacy assessments, tools, and curriculum being used.
5	Increased communication exists between educators and families about student growth, literacy trajectory, areas for improvement, and individualized supports are provided.
6	Schools and districts co-develop and communicate a shared understanding (among educators, students, families and community members) of what it means to be on track by the end of the 9th Grade.

¹ Providing sufficient time for teachers and staff to review data is an eligibility requirement for High School Success (Measure 98) funding in high schools. This suggests the value of that practice when well designed for all developmental levels. Duplication in focus is acceptable and strategic in this case. Funds should be braided but grantees can’t use funding for the same purpose with both initiatives.

B. Would like to see

7	Every school has effective foundational learning practices in place including safe, welcoming classroom environments, social-emotional learning, trauma-informed practices, behavioral supports, and culturally sustaining practices.
8	Educators use student-centered approaches to foster student voice, reinforce student engagement and motivation, and increase academic achievement.
9	Dedicated time for professional learning and evaluation tools are in place to see if policies/procedures are adequately meeting the needs of students.
10	Comprehensive literacy strategies, including professional development plans for educators, are documented and communicated to staff, students (developmentally appropriate), and families.
11	An audit of 9th grade course scheduling is conducted, accounting for student core and support course placement, and disaggregated by student focal groups. ²
12	Schools strengthen partnerships with active community organizations and partners, including local public health, businesses, faith communities, tribal leaders, and others.

C. Would love to see

13	Educators have a balanced assessment system in place to help them identify student learning in the areas of reading, writing, research, speaking, and listening that are clearly connected to Oregon’s English Language Arts and Literacy Standards.
14	School districts have a process to identify and analyze the barriers that disconnect students from their educational goals and/or impede students from graduating on time ³ .
15	Students have avenues to share and communicate their dreams and aspirations at all levels, including a clear picture of the contributions and next steps they plan to take after they graduate from high school.

SECTION II – APPROVED OPTIONAL LOCAL METRICS (IF APPLICABLE)

NA

² Again, this is intentionally aligned with High School Success goals and best practices. Changes in progress that might come in part from SIA investments and in part from HSS investments are acceptable to include as “contributions to change” as what we are most interested in is that change is occurring and learning from what is unfolding.

³ ODE considered and received substantial but mixed feedback about the value of mapping the math strategy, and while we chose not to include formally, SIA recipients are encouraged to review the literature and develop an understanding of what Math proficiency is, what it looks like for students and how shared competencies are taught in 9th grade Math.

EXHIBIT C INSURANCE

INSURANCE REQUIREMENTS:

Grantee shall obtain at Grantee's expense the insurance specified in this Exhibit C prior to performing under this Grant Agreement and shall maintain it in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE:

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

ADDITIONAL INSURED:

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

WAIVER OF SUBROGATION:

Grantee shall waive rights of subrogation which Grantee or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Grant Agreement, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Services required under this Grant Agreement, or, (ii) Agency or Grantee termination of this Grant Agreement, or, (iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

ODE SIA

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

Additional Coverages That May Apply:

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

Required (If Grantee is a Non-Profit or if a first tier contractor or subgrantee is a Non-Profit)

Directors, Officers and Organization insurance covering the Grantee's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions - with a combined single limit of no less than \$1,000,000.00 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to Grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee, and the Grantee's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.00. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

NORTH WASCO COUNTY SCHOOL DISTRICT

FY 2021 Expenditure Status Report

For the month ending October 31st, 2020*

DESCRIPTION	Budget	Year to Date	Encumbrances	Balance	% Budget Expended
100 General Fund					
1000 - Instruction	20,975,768	3,742,908	14,380,498	2,852,362	17.84%
2000 - Support Services	13,717,049	3,660,510	8,221,517	1,835,022	26.69%
5000 - Debt Service & Fund Transfers	870,000	870,000	-	-	100.00%
6000 - Contingency	300,000	-	-	300,000	0.00%
7000 - Unappropriated Ending Fund Balance	1,000,000	-	-	1,000,000	0.00%
Totals	\$ 36,862,817	\$ 8,273,418	\$ 22,602,015	\$ 5,987,384	22.44%
210-242 Special Revenue Funds					
1000 - Instruction	4,857,889	602,714	2,108,636	2,146,539	12.41%
2000 - Support Services	2,983,218	338,060	257,249	2,387,909	11.33%
3000 - Enterprise & Community Services	185,319	11,453	1,396	172,470	6.18%
4000 - Capital Outlay	2,276,980	294	-	2,276,686	0.01%
7000 - Unappropriated Ending Fund Balance	45,000	-	-	45,000	0.00%
Totals	\$ 10,348,406	\$ 952,521	\$ 2,367,281	\$ 7,028,604	9.20%
250 Nutrition Services Fund					
3000 - Enterprise & Community Services	1,586,288	220,387	510,467	855,434	13.89%
Totals	\$ 1,586,288	\$ 220,387	\$ 510,467	\$ 855,434	13.89%
285 Technology Fund					
1000 - Instruction	-	-	-	-	0.00%
2000 - Support Services	160,000	26,975	2,100	130,925	16.86%
Totals	\$ 160,000	\$ 26,975	\$ 2,100	\$ 130,925	16.86%
292-298 Replacement Funds					
1000 - Instruction	480,000	2,135	800	477,065	0.44%
2000 - Support Services	488,000	423,636	-	64,364	86.81%
7000 - Unappropriated Ending Fund Balance	178,500	-	-	178,500	0.00%
Totals	\$ 1,146,500	\$ 425,771	\$ 800	\$ 719,929	37.14%
302-304 Debt Service Funds					
5000 - Debt Service & Fund Transfers	2,053,193	-	-	2,053,193	0.00%
7000 - Unappropriated Ending Fund Balance	13,137	-	-	13,137	0.00%
Totals	\$ 2,066,330	\$ -	\$ -	\$ 2,066,330	0.00%
Total All Funds	\$ 52,170,341	\$ 9,899,072	\$ 25,482,663	\$ 16,788,606	18.97%

NOTE: Student Body Funds (290) are not included on this report. Reported on annual audit only.

NORTH WASCO COUNTY SCHOOL DISTRICT

FY 2021 Financial Statements*

For the month ending October 31st, 2020*

Balance Sheet	General Fund	State Special Revenues	Nutrition Services	Technology Fund	Replacement Funds	Debt Service Funds	Totals
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ASSETS:							
Cash & Investments	398,030	(7,151)	(89,424)	147,518	604,137	1,152,580	2,205,690
Accounts Receivable	1,028,144	240,000	2,391				1,270,535
Inventory/Prepaid expense	338,027	45,000	3,560				386,587
Total Assets	1,764,201	277,849	(83,473)	147,518	604,137	1,152,580	3,862,812

LIABILITIES:							
Accounts Payable	-	-					-
Payroll Liabilities	414,347	-	-				414,347
Deferred Revenue	604,857	-	3,985				608,842
Total Liabilities	1,019,204	-	3,985	-	-	-	1,023,189

FUND BALANCE:							
Total Fund Balance	744,997	277,849	(87,458)	147,518	604,137	1,152,580	2,839,623

Revenues & Expenditures: 2020-21 Year to Date							
Beginning Fund Balance	485,231	877,775	(4,019)	74,493	637,213	25,199	2,095,892
Year to Date Revenues	8,533,184	352,595	136,948	100,000	392,695	1,127,381	10,642,803
Year to Date Expenditures	8,273,418	952,521	220,387	26,975	425,771	-	9,899,072
Year to Date Net Income (Loss)	259,766	(599,926)	(83,439)	73,025	(33,076)	1,127,381	743,731
Ending Fund Balance	744,997	277,849	(87,458)	147,518	604,137	1,152,580	2,839,623

NORTH WASCO COUNTY SCHOOL DISTRICT

FY 2021 Expenditure Status Report

For the month ending October 31st, 2020*

Fund	Beginning Fund Balance	Budgeted Revenue	Revenue Collected YTD	% Collected	Total Budget	Expended YTD	Encumbered	Projected Expenditures	% of Budget Expended
100 - GENERAL FUND	\$ 485,230	\$36,862,817	\$ 8,533,184	23.15%	\$ 36,862,816	\$8,273,418	\$ 22,602,015	\$ 30,875,433	22.44%
210 - FEDERAL PROGRAMS	\$ 36,095	\$ 2,938,850	\$ 274,257	9.33%	\$ 3,093,055	\$ 567,137	\$ 1,621,770	\$ 2,188,907	18.34%
220 - STATE GRANTS	\$ 17,098	\$ 6,461,251	\$ 78,060	1.21%	\$ 6,461,251	\$ 291,825	\$ 745,509	\$ 1,037,334	4.52%
230 - LOCAL GRANT PROGRAMS	\$ 57,639	\$ 50,000	\$ -	0.00%	\$ 50,000	\$ -	\$ -	\$ -	0.00%
240 - VOCATIONAL EDUCATION FUND	\$ 90,112	\$ 91,500	\$ 279	0.30%	\$ 91,500	\$ -	\$ -	\$ -	0.00%
242 - ENTERPRISE ZONE PROJ FUND	\$ 676,833	\$ 676,800	\$ -	0.00%	\$ 676,800	\$ 93,559	\$ -	\$ 93,559	13.82%
250 - NUTRITION SERVICES	\$ (4,020)	\$ 1,586,288	\$ 136,948	8.63%	\$ 1,586,288	\$ 220,387	\$ 510,467	\$ 730,854	13.89%
285 - TECHNOLOGY & EQUIPMENT	\$ 74,493	\$ 160,000	\$ 100,000	62.50%	\$ 160,000	\$ 26,975	\$ 2,100	\$ 29,075	16.86%
292 - TEXTBOOK REPLACEMENT FUND	\$ 401,088	\$ 560,000	\$ 151,613	27.07%	\$ 560,000	\$ 2,135	\$ 800	\$ 2,935	0.38%
295 - BUS REPLACEMENT	\$ 203,945	\$ 533,500	\$ 220,933	41.41%	\$ 533,500	\$ 423,636	\$ -	\$ 423,636	79.41%
298 - VEHICLE REPLACEMENT	\$ 32,181	\$ 53,000	\$ 20,149	38.02%	\$ 53,000	\$ -	\$ -	\$ -	0.00%
302 - GEN OBLIGATION BONDS D-12	\$ 462	\$ -	\$ (462)	0.00%	\$ -	\$ -	\$ -	\$ -	0.00%
303 - OSBA PERS BONDS	\$ 10,358	\$ 1,672,230	\$ 747,842	44.72%	\$ 1,672,230	\$ -	\$ -	\$ -	0.00%
304 - FULL FAITH & CREDIT OBLIG	\$ 14,379	\$ 394,100	\$ 380,000	96.42%	\$ 394,100	\$ -	\$ -	\$ -	0.00%
Total All Funds	\$2,095,893	\$52,040,336	\$10,642,803	20.45%	\$ 52,194,540	\$9,899,072	\$ 25,482,661	\$ 35,381,733	18.97%

NOTE: Student Body Funds (290) are not included on this report. Reported on annual audit only.



North Wasco County School District

School Year 2020 – 2021, November Enrollment Summary

School Year 2020 - 2021	Chenowith	Col. Wright	Dry Hollow	Mosier	TDMS	TDHS	WCS	D21 K-8	D21 9-12	Total
July 15							20			20
August 14							20			20
September 22	396	253	423	185	618	862	30	45	38	2,850
October 1	380	253	421	183	600	833	30	51	36	2,787
November 2	372	256	419	185	599	829	30	70	38	2,798
December 1										
January 1										
February 1										
March 1										
April 1										
May 1										
June 1										

Average	383	254	421	184	606	841	30	55	37	2,812
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Peak	396	256	423	185	618	862	30	70	38	2,878
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Average 19 - 20	420	319	455	192	671	813	30		36	2,936
Avg Change 21-20	(37)	(65)	(34)	(8)	(65)	29	0	55	1	(124)
Peak 19 - 20	430	328	462	198	681	841	42		42	3,000
Peak Change 21-20	(34)	(72)	(39)	(13)	(63)	21	(12)	70	(4)	(122)

Enrollment Summary by Building and Grade as of 11/02/2020														
Name	K	1	2	3	4	5	6	7	8	9	10	11	12	Totals
Chenowith Elementary	77	58	58	61	59	59	0	0	0	0	0	0	0	372
Colonel Wright Elementary	45	44	36	36	50	45	0	0	0	0	0	0	0	256
D21 K-8 Virtual Academy	6	7	13	11	9	6	7	8	3	0	0	0	0	70
D21 Virtual Academy	0	0	0	0	0	0	0	0	0	3	1	14	20	38
Dry Hollow Elementary	71	65	61	59	75	88	0	0	0	0	0	0	0	419
Mosier Community School	20	24	20	19	22	20	25	23	12	0	0	0	0	185
The Dalles High School	0	0	0	0	0	0	0	0	0	241	214	184	190	829
The Dalles Middle School	0	0	0	0	0	0	197	213	189	0	0	0	0	599
Wahtonka Community School	0	0	0	0	0	0	0	0	0	5	5	6	14	30
Totals	219	198	188	186	215	218	229	244	204	249	220	204	224	2,798

Totals 2019 - 2020	231	200	208	231	233	241	268	211	251	226	213	233	239	2,985
Change 2021 - 2020	(12)	(2)	(20)	(45)	(18)	(23)	(39)	33	(47)	23	7	(29)	(15)	(187)

RESOLUTION MAKING APPROPRIATIONS
OREGON DEPARTMENT OF EDUCATION
(US DEPT OF EDUCATION - Title I, Part A)
ESSA Partnerships 20-21 Formula

Resolution No. 20-21-07

Whereas, the Oregon Department of Education has awarded North Wasco County School District 21 a grant under Title I, Part A, federal funds and state funds for partnership program.

Whereas, the District did not anticipate grant revenue from this source when the budget for fiscal year 2020-21 was created;

Therefore, be it resolved, that the additional amounts for the fiscal year beginning July 1, 2020, for the purposes shown below are hereby appropriated as follows:

210 - FEDERAL PROGRAMS

SUPPORT SERVICES	<u>94,530</u>
Total Federal Programs	<u>\$ 94,530</u>

TOTAL PROGRAM	<u><u>\$ 94,530</u></u>
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Adopted this 19th day of November, 2020.

John Nelson, Board Chair

Kara Flath, CFO

RESOLUTION MAKING APPROPRIATIONS
OREGON DEPARTMENT OF EDUCATION
(US DEPT OF EDUCATION - CARES ACT)
Comprehensive Distance Learning Grant

Resolution No. 20-21-08

Whereas, the Oregon Department of Education has awarded North Wasco County School District 21 District 21, a grant under federal CARES Act ESSER funds to prevent, prepare for, and respond to coronavirus in the District.

Whereas, the District did not anticipate grant revenue from this source when the budget for fiscal year 2020-21 was created;

Therefore, be it resolved, that the additional amounts for the fiscal year beginning July 1, 2020, for the purposes shown below are hereby appropriated as follows:

210 - FEDERAL PROGRAMS

INSTRUCTION	44,429
SUPPORT SERVICES	114,094
ENTERPRISE AND COMMUNITY SERVICES	<u>7,817</u>

Total Federal Programs	<u>\$ 166,340</u>
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TOTAL PROGRAM	<u><u>\$ 166,340</u></u>
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Adopted this 19th day of November, 2020.

John Nelson, Board Chair

Kara Flath, CFO

RESOLUTION MAKING APPROPRIATIONS
OREGON DEPARTMENT OF EDUCATION
(STUDENT INVESTMENT ACCOUNT)

Resolution No. 20-21-09

Whereas, the Oregon Department of Education has awarded North Wasco County School District 21, a grant under the state of Oregon, Department of Education to strengthen education programs at the Riverbend Community School.

Whereas, the District did not anticipate grant revenue from this source when the budget for fiscal year 2020-21 was created;

Therefore, be it resolved, that the additional amounts for the fiscal year beginning July 1, 2020, for the purposes shown below are hereby appropriated as follows:

220 - STATE GRANTS

INSTRUCTION	<u>7,680</u>
Total State Programs	<u>\$ 7,680</u>

Adopted this 19th day of November, 2020.

John Nelson, Board Chair

Kara Flath, CFO

RESOLUTION MAKING APPROPRIATIONS
OREGON DEPARTMENT OF EDUCATION
(HIGH SCHOOL SUCCESS ACT)

Resolution No. 20-21-10

Whereas, the Oregon Department of Education has awarded North Wasco County School District 21, a grant under the state of Oregon, Department of Education to strengthen education programs at the Riverbend Community School.

Whereas, the District did not anticipate grant revenue from this source when the budget for fiscal year 2020-21 was created;

Therefore, be it resolved, that the additional amounts for the fiscal year beginning July 1, 2020, for the purposes shown below are hereby appropriated as follows:

220 - STATE GRANTS

INSTRUCTION	30,710
Total State Programs	\$ 30,710

Adopted this 19th day of November, 2020.

John Nelson, Board Chair

Kara Flath, CFO



Resolution to adopt the OSBA 2021-2022 Legislative Priorities and Principles as recommended by the Legislative Policy Committee

WHEREAS, the OSBA Legislative Policy Committee is charged under the OSBA Bylaws with developing the association's recommended Legislative Priorities and Principles, and

WHEREAS, the OSBA Legislative Policy Committee met in January, May and June to develop the Proposed OSBA Legislative Priorities and Principles for 2021-22, and

WHEREAS, the OSBA Legislative Policy Committee sent the Proposed OSBA Legislative Priorities and Principles for 2021-22 out to the membership of OSBA for comment and suggested changes, and

WHEREAS, the overwhelming majority of the comments received by the membership were in support of the Proposed OSBA Legislative Priorities and Principles for 2021-22 developed by the OSBA Legislative Policy Committee, and

WHEREAS, the OSBA Legislative Policy Committee met via Zoom video conference call in August to review the feedback received by the membership, and

WHEREAS, the OSBA Legislative Policy Committee discussed the feedback from the membership and made no modifications to the Proposed OSBA Legislative Priorities and Principles for 2021-22, and

WHEREAS, the OSBA Legislative Policy Committee approved the Proposed OSBA Legislative Priorities and Principles for 2021-22 at its August meeting and urged the OSBA Board of Directors to approve the Proposed OSBA Legislative Priorities and Principles for 2021-22 and place them before the membership for approval.

THEREFORE, BE IT RESOLVED by the OSBA Board of Directors that the Proposed OSBA Legislative Priorities and Principles for 2021-22 be placed before the membership for consideration during the 2020 OSBA election season, and

BE IT FURTHER RESOLVED that the Proposed OSBA Legislative Priorities and Principles for 2021-22 and a copy of this resolution be forwarded to all member boards of the Association in accordance with the OSBA Board of Directors adopted elections calendar.



2021-2022 Legislative Priorities and Principles

Proposed: August 25, 2020

Preamble

The Oregon School Boards Association (OSBA) remains fiercely committed to advocating on behalf of equity for Oregon’s students. Equity is the driving force behind the Student Success Act (HB 3427), and OSBA will remain dedicated to advancing legislation that makes significant impacts for equity across the education spectrum, including investments targeting increased academic achievement for students and legislation to reduce academic disparities for historically underserved students.

OSBA is committed to social justice and assuring Oregon’s education system is free of institutional bias through such means as culturally relevant teaching and professional development that promotes cultural competence, and discipline that is free of bias.

OSBA believes funding a strong public education system is the best investment Oregonians can make to strengthen our economy, create thriving communities, and improve the quality of life for every Oregonian.

To accomplish these goals, OSBA will introduce and support legislation to:

Priorities

Promote Adequate, Predictable, and Stable Funding

The State School Fund rises and falls every two years because Oregon's revenue-raising and funding systems have substantial variance. Stable and adequate funding is crucial to providing a quality education to all students across the education continuum. To ensure stable and adequate funding, OSBA will actively promote legislation that accurately calculates current service level funding for school districts.

Protect the 2019 Student Success Act

The Student Success Act provides local school districts and education service districts unprecedented opportunities to target new funding toward educational programs. OSBA will actively promote legislation to protect the funding allocated for the Student Success Act in order to deliver equitable outcomes for all K-12 students.

Close the Opportunity Gap

In every community a disparity in academic achievement exists between student groups. OSBA will support legislation aimed at closing achievement and opportunity gaps that exist across Oregon's public schools.

Contain Cost Drivers

The costs associated with health care and retirement benefits are eating into funding available for instructional opportunities for students. OSBA will promote legislation that provides relief for districts related to benefit costs controlled by the State.

Support Local Governance and Oppose Mandates

Locally elected officials, local education professionals, and the local community are in the best position to respond to the needs of all students. New mandates must have necessary funding and be researched-based with results indicating increased achievement for all students.

Support Capital Improvements

Students need schools that are safe, comfortable, and appropriate for a modern and/or digital learning environment. OSBA will actively promote the allocation of state-level resources to help pay for construction and capital improvement. OSBA will promote legislation aimed at diversifying the funding methods available to school districts.

Ensure Access to Post-Secondary Credits

All students should have access to post-secondary credit opportunities. OSBA will advocate for a seamless transfer of credits throughout Oregon's higher education system.

Address Education Workforce Shortages

OSBA will promote efforts both state and at the local level to preserve and improve initiatives that combat the workforce shortage. OSBA will advocate for programs that will help districts recruit and retain a diverse and well-prepared workforce.

Principles

Finance

OSBA supports the allocation of state resources to ensure school districts and education service districts have the necessary resources to equitably and fully support all students' instructional, behavioral, and programmatic needs. OSBA supports appropriate financial tax policy to make Oregon schools competitive, nationally, and globally, including the preservation of other funding options for local district consideration.

Student Programs

OSBA supports high-quality programs that equitably serve all students in obtaining a comprehensive and well-rounded education. OSBA supports new and continued partnerships with education stakeholders to increase educational and career opportunities for students.

Student Safety and Wellness

OSBA supports safe and secure school environments, the physical health and overall well-being of all students, and services that promote social, emotional, and behavioral health.

Personnel

OSBA supports attracting and retaining effective employees to create a healthy, diverse, culturally responsible, safe, and sustainable workforce. OSBA supports local management, local contract negotiations, and continued conversations regarding professional development, licensure, and career advancement for personnel.

Governance and Operations

OSBA believes locally elected school district, ESD, and community college boards are best equipped to make decisions in the best interest of students and communities. OSBA supports cross-system collaboration, alignment, and accountability among education stakeholders and partners.

Federal Education Issues

OSBA will advocate for the federal government to prioritize, streamline, and fully fund programs that support students.

The Oregon School Boards Association is dedicated to improving student success and education equity through advocacy, leadership, and service to Oregon public school boards.



1201 Court St. NE, Ste. 400, Salem, OR 97301
503-588-2800 | 800-578-OSBA
info@osba.org | www.osba.org

North Wasco County School District 21

**1st Reading Only
(New Policy)**

Code: **ACB**
Adopted:

All Students Belong

[District statement on equity.]

All students are entitled to a high quality educational experience, free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin.

All employees are entitled to work in an environment that is free from discrimination or harassment [based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin] ^{1}.

All visitors are entitled to participate in an environment that is free from discrimination or harassment [based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin] ^{2}.

“Bias incident” means a person’s hostile expression of animus toward another person, relating to the other person’s perceived race, color, religion, gender identity, sexual orientation, disability or national origin, of which criminal investigation or prosecution is impossible or inappropriate. Bias incidents may include derogatory language or behavior directed at or about any of the preceding demographic groups.

“Symbol of hate” means a symbol, image, or object that expresses animus on the basis of race, color, religion, gender identity, sexual orientation, disability or national origin including, the noose, swastika, or confederate flag³,^{4} and whose display:

1. Is reasonably likely to cause a substantial disruption of or material interference with school activities; or
2. Is reasonably likely to interfere with the rights of students by denying them full access to the services, activities, and opportunities offered by a school.

The district prohibits the use or display of any symbols of hate^{5} on [district] [school] ^{6} grounds or in any district- or school-sponsored program, service, school or activity that is funded in whole or in part by

¹ {OAR 581-022-2312 does not include this list of classes for employees (only for students), but it can be added.}

² {OAR 581-022-2312 does not include this list of classes for visitors (only for students), but it can be added.}

³ While commonly referred to as the “confederate flag,” the official name of the prohibited flag is the Battle Flag of the Armies of Northern Virginia.

⁴ {We strongly advise that a district not add to these symbols of hate without first consulting with legal counsel.}

⁵ {Prior to adopting the symbols of hate prohibition, or adding other symbols to the list, we recommend that the district document why the district feels that the presence of these symbols will cause a “material and substantial interference with schoolwork or discipline” or collide “with the rights of other students to be secure and be let alone.” These reasons may include previous incidents, current conditions in the schools and other factors.}

⁶ {Oregon Administrative Rule uses “school.”}

monies appropriated by the Oregon Legislative Assembly, except where used in teaching curriculum that is aligned to the Oregon State Standards.

In responding to the use of any symbols of hate, the district will use non-disciplinary remedial action whenever appropriate.

The district prohibits retaliation against an individual because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing; and further prohibits anyone from coercing, intimidating, threatening or interfering with an individual for exercising any rights guaranteed under state and federal law.

Nothing in this policy is intended to interfere with the lawful use of district facilities pursuant to a lease or license.

The district will use administrative regulation ACB-AR - Bias Incident Complaint Procedure to process reports or complaints of bias incidents.

END OF POLICY

Legal Reference(s):

ORS 659.850
ORS 659.852

OAR 581-002-0005
OAR 581-022-2312

OAR 581-022-2370

Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969).

Dariano v. Morgan Hill Unified Sch. Dist., 767 F.3d 764 (9th Cir. 2014).

State v. Robertson, 293 Or. 402 (1982).

North Wasco County School District 21

Code: FF
Adopted: **11.19.20**
Revised/Readopted:

Naming Schools, Programs and Properties

The naming of all schools, programs and school district properties, including but not limited to school buildings, areas within school buildings, athletic fields and nonschool facilities, is the responsibility of the Board.

The Board recognizes the importance of soliciting student, staff, parent and community input in the selection of names. Name nominations may be presented by individuals, by petition, by chosen committees, or by other representative groups. The superintendent or designee will appoint an advisory committee to consider alternatives and make a recommendation to the superintendent about which names to recommend to the Board. While every effort will be made to respect student, staff, parent and community preferences, the Board retains the final authority over selection of names for schools, programs and facilities.

Criteria for Names

In considering appropriate names for any school, program or facility, it is the responsibility of the Board to ensure that the name has broad acceptance in a multicultural society and properly reflects the type and mission of the school, program or facility, as determined by the Board.

When evaluating school, program or facility names, the following general criteria shall be followed:
Names submitted for consideration may:

1. Be known and significant to the community, students and staff; or
2. Relate to local neighborhoods, to relevant geographic areas, to places of historical, geographical, geologic or cultural significance, to indigenous and characteristic flora or fauna; or
3. Be persons or groups of persons, preferably deceased at least three years, who have demonstrated international, national, state or local leadership in the fields of education, arts and sciences, or public service; or
4. Be thematic to reflect the character of the community culture and history; or
5. Reflect features of the facility or its program type and mission.
6. All considerations must reflect the Boards commitment to eliminating systemic discrimination and its impact on student learning and educational activities.

Names submitted for consideration shall not:

1. Duplicate or nearly duplicate the names of other schools, programs or facilities in the district or surrounding districts;

2. Reflect the names of specific cities with the exception of “The Dalles”;
3. Be a person, location, theme or character whose primary identification is of a religious nature;
4. Include the word “neighborhood” in a school name unless the school has defined attendance boundaries; or
5. Include the word “school” in a program name if it does not meet the definition of a school as a complete educational program with a separate organizational structure, teaching staff, budget, etc.

Special Recognition of Specific Persons

The Board acknowledges that communities served by schools, programs and district facilities periodically desire to recognize individuals for long and honorable service. Schools, programs and facilities may be named for former school district employees, students or community members who have made specific contributions to education within the district. In general, schools, programs and facilities will be named only for individuals who have been deceased for at least three years. In no case will a school, program or facility be named for a current staff member or student or an elected official currently in office.

Gifts

In exceptional circumstances, consideration may be given to naming a new school or non-school-facility or a portion of an existing school or non-school-facility for a significant gift as determined by the Board. Naming schools and nonschool facilities in this instance shall be consistent with all Board policies and shall appropriately reflect the donor’s financial support as well as the donor commitment to the district’s mission and the objectives of the school system.

Charter Schools

Agreements signed between Public Charter Schools and the School District will contain the requirement that the word ‘Community’ be included as part of the Charter School name. Charter schools do not have defined attendance boundaries and, thus, shall not have the title ‘neighborhood’ as part of their name.

Renaming or Amending of Current Names

The Board recognizes that renaming existing schools, programs or facilities or amending existing names by adding or deleting words or phrases is a serious, considered decision and should not be made arbitrarily, frivolously or in haste. **The impact of renaming or amending the name of an existing school, program or facility can be substantial in terms of potential public confusion and administrative and fiscal costs. As a result, the Board shall review the evidence to determine if the benefits of renaming or amending the name outweigh community and district impacts.** ~~Because the impact of renaming or amending the name of an existing school, program or facility is substantial in terms of potential public confusion and administrative and fiscal costs, the burden is upon the party or parties proposing the name change to present persuasive evidence that the benefits of renaming or amending the name outweigh community and district impacts.~~

The name change must be supported by the school community and the community and must be accompanied by a fiscal impact statement and a proposed method of covering the expense of the name change. The Board has the ultimate authority to determine if a credible showing for changing a name is made.

Relocated Schools and Programs

School and program names are independent from existing facility names. When a school or program is relocated to occupy an existing facility, the school or program and the facility that houses it will both retain their existing names unless a renaming process is completed.

Implementation

The Board of Education has the ultimate authority to determine if the criteria in this policy have been satisfied. The Board authorizes the superintendent to develop procedures that provide for implementation of this policy.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

North Wasco County School District 21

Code: BCE/BCF
Adopted: **11.19.20**
Revised/Readopted:

Board Committees

In an ongoing effort to increase communication with the public and to provide for community involvement, the Board may appoint advisory committees which include community members to consider matters of districtwide importance.

The Board may appoint special committees of citizens, staff and/or Board members for specific purposes to serve until their assignment is completed. This can include the entire Board meeting as a committee-of-the-whole; standing sub committees; ad hoc committees and advisory committees. Committee assignments for standing sub committees will be made at the Board's organizational meeting.

Except as specifically provided by the Board, advisory committees will cease to function when their reports have been received by the Board or when the purposes for which they were established have been accomplished.

General Guidance

Committee recommendations will be made directly to the Board. Recommendations from such committees will be given careful consideration by the Board, but such recommendations will not relieve the Board of its legal responsibility to make final decisions about such matters. Committee recommendations and reports will become an official part of Board minutes.

All meetings of Board committees shall follow all public meeting laws. The press may attend and report proceedings. Visitors shall sit apart from the committee members and shall speak only when invited to do so by the committee chair. Committee meetings may be called by the Board chair or the committee chair.

The composition of committees to the Board will be broadly representative and will take into consideration the specific tasks assigned to the committee. The process for the appointment of community members to an advisory committee will be determined by the Board. When requested by the Board, appointment of staff members, when appropriate, will be made by the superintendent.

The Board will adopt guidelines for each committee as appropriate, which will include, but not be limited to, the following:

1. The committee's written charge which shall include, but not be limited to, a statement of purpose and responsibility;
2. The resources the Board will provide;
3. The length of time the committee is asked to serve and the approximate date(s) on which the Board wishes to receive a committee report(s).

Committee of the Whole

The Board meets as one body for the purpose of conducting work sessions to provide its members with opportunities for planning and thoughtful discussion. This is a non-voting meeting.

Standing Subcommittees

This Board-directed committee exists in perpetuity to advise the Board on important governance matters. These are long term committees which assist the Board in doing policy work efficiently and effectively; provides opportunity to conduct more thorough research and consideration of information prior to decision making; provides an opportunity to dialog with invited staff and community members on specific topics as directed by the Board. A staff member will be assigned to support the committee.

Ad Hoc Committees

This Board member only committee exists for a specific project, and is of limited duration. It is used to research and report on recommendations on a narrow set of issues/topics. This committee may interface with district staff but will not typically interface with the public.

Advisory Committees

These advisory committees act as a sounding board for community opinion and provide an opportunity to gain community wide understanding and support on matters of districtwide importance and make recommendations to the Board. The Board appoints this committee but is not a member of this committee. Board members shall act as a resource consultant and/or as an observer and do not speak on behalf of the Board.

Liaison to Nondistrict and District Committees

Individual Board members are assigned as a representative of the Board to another external body, group, organization or other entity. Board members may be asked to attend internal administrative/operational meetings as an observer to gain individual understanding of operations and systems. Board members shall act as resource consultant and/or observer. They do not speak on behalf of the Board.

END OF POLICY

Legal Reference(s):

[ORS 192.610](#) - 192.690

[ORS 332.045](#)

[ORS 332.105](#)



MONTHLY REPORT



WELCOME

Sodexo and the North Wasco School District Facilities department strive to support the District's mission by:

- Ensuring a safe and secure environment
- Working together to achieve a healthier environment
- Ensuring that all operating systems and equipment are at optimum efficiency
- Displaying the highest levels of integrity, honesty, courtesy and respect
- Establishing a compressive preventative maintenance program
- Proactively planning to meet the evolving needs of the District
- Empowering the Facilities staff to use their knowledge, skills and attitudes supported by training, consistent communication and effective leadership

FACILITIES UPDATE

The Facilities department has been able to take advantage of the reduced facility by completing numerous deferred maintenance tasks and self generated projects. Below is a list highlighting some of the in house projects:

- Numerous classrooms have been repainted
- Isolation rooms have been created in each school
- Several exterior parking lots have been repainted
- Common areas at TDMS have been painted with school color accent walls
- Flooring repairs have been performed in various locations
- Several student restrooms have been partially remodeled
- The restrooms at Operations have been remodeled
- Extensive disinfection beyond the minimum requirements has been performed on a daily basis

PROJECTS UPDATE

- New irrigation system for CWE field has been installed
- New sod was installed for CWE field
- New security fencing at CWE has been installed
- New rod iron fencing for the front of CWE is being installed
- Replacement Steam line for TDHS will be installed as soon as the fittings arrive
- Steam line at CES has been replaced and heat is functioning as designed



FUTURE FOCUSED



We are working hard on a transition to in-person learning. Some of the efforts include:

- Working with the Wasco County Health Department in order to update all COVID related procedures
- Reallocating all necessary resources required to maintain a safe and healthy environment
- Securing necessary PPE
- Retraining staff in proper COVID related disinfection procedures



WORK ORDERS



EMPLOYEE CORNER

William Harrington is our Electrician by trade however, William performs a wide variety of tasks including diagnosing and repairing our HVAC systems, developing innovative solutions in order to sustain our many aging systems. He is also a certified Building Operator as well as one of our licensed Asbestos repair/assessment personnel.

William lives in an off grid home which he hand built. His interests include backpacking with his wonderful spouse and he has been a member of the worship team at his church for over 35 years. One of his favorite sayings is: "better to be silent and thoughtful, than to speak and remove all doubt"



SAFETY NEWS



In July 2020, Sodexo committed to invest \$45,000 in North Wasco School District for capital equipment needs.

The first item purchased was a remote control brush/lawn mower. In the past, fire breaks and lawns which were on severe slopes were cut by hand held weed whackers. Besides being a safety risk these tasks were very time consuming. The new TracMow allows our staff to safely address these areas in a fraction of the time.

ENERGY USAGE & COSTS

Total Spend (Jan-Sep)		
	Electric \$	Nat. Gas \$
2020 Spend	\$161,452	\$80,112
2019 Spend	\$197,421	\$84,441
% Change	-18.2%	-5.1%

Total Consumption (Jan-Sep)		
	Electric (kWh)	Nat. Gas (Dth)
2020 Usage	2,315,092	10,763
2019 Usage	3,004,539	11,246
% Change	-22.9%	-4.3%

SODEXO NEWS

Honor to Serve Those Hit Hardest By COVID-19 with 1,883,500 Meals

In one of the areas hit hardest by the COVID-19 pandemic, the board of education for the Lakewood, NJ, school district partnered with Sodexo to form an emergency meal response. From 17 March to 31 August, the team worked tirelessly to provide for the children of Lakewood schools at nine meal sites, seven days a week for a total of 1,883,500 meals served.

The team of 38 Sodexo employees worked safely to prepare and serve an average of 15,000 students a day.