

Regular Meeting

Thursday, January 25, 2024 6:00 PM

The Dalles Middle School - Commons, 1100 East 12th Street, 1100 East 12th Street, The Dalles, Oregon 97058

1.	Call Regular Meeting to Order	Presenter: David Jones, Chair
2.	Review / Revision of the Agenda	
3.	District Mission / Vision / Values	
4.	Superintendent/Board statement on Policy BDDH Public Participation in Board Meetings	
5.	Board Statement on Bullying / Harassment	
6.	Board review of January 17th Work Session	
7.	Consent Agenda	
7.a.	School Board Meeting Minutes from previous meetings	
7.b.	Personnel Report	
8.	Board Action Calendar - Review	
9.	<u>Discussion/Possible Action Item:</u> Addition of a monthly Work Session to Board Meeting Calendar.	Presenter: Director Judy Richardson
10.	School Board Recognition	
11.	Student Representatives to the Board - Report: <ul style="list-style-type: none">• Yamari Santillian-Guzman• Kaleb Blaylock	
12.	Building Student Representative Reports:	
13.	Staff Reports:	
14.	School Board Sub Committee Reports	
15.	New Business:	
15.a.	<u>Presentations / Reports:</u>	
15.a.1.	<u>Presentation:</u> District Cybersecurity Plan	Presenter: Stan Felderman, Director of Technology, CGESD
15.a.2.	<u>Superintendent's Report</u>	Presenter: Dr. Carolyn Bernal, Superintendent
15.a.2.a.	<u>Presentation:</u> Student Investment Account Grant Agreement & Longitudinal Performance Growth Targets	Presenter: Carolyn Bernal, Superintendent & Shannon Brennan, TLC Director
15.a.2.b.	Public Comments on SIA Agreement	
15.a.2.c.	<u>Action Item:</u> Approve SIA Grant Agreement	Presenter: Carolyn

		Bernal & Shannon Brennan
15.a.3.	<u>Chief Financial Officer's Report</u>	Presenter: Kara Flath, CFO
15.a.3.a.	<u>Action Item: Approve the 2024-2025 Budget Calendar</u>	Presenter: Kara Flath, CFO
15.a.3.b.	<u>Financial Statements:</u>	
15.a.3.c.	<u>Student Enrollment:</u>	
15.a.4.	<u>Board Attorney's Report</u>	Presenter: Jason Corey, Board Attorney
16.	<u>Discussion / Action Items:</u>	
16.a.	<u>Action Item: Out of State Travel Approval</u>	Presenter: Shannon Brennan, Director of TLA
16.b.	<u>Action Item: Approve the OSAA Cooperative Agreement between North Wasco County School District & Dufur School District for Softball.</u>	Presenter: Billy Brost, Athletic Director
17.	<u>1st Reading on School Board Policies (informational only):</u>	
17.a.	<u>Policy IFCA: Site Councils</u>	
18.	<u>2nd Reading / Adoption on School Board Policies (action required):</u>	
18.a.	<u>Policy GCBDA/GDBDA: Family Medical Leave</u>	
18.b.	<u>Policy LBE: Public Charter Schools</u>	
18.c.	<u>Policy LBEA: Resident Student Denial for Virtual Public Charter School Attendance</u>	
18.d.	<u>Policy EEACE: Loading and Unloading</u>	
19.	<u>Informational Only:</u>	
19.a.	<u>Policy IFCA-AR: School Site Councils</u>	
19.b.	<u>Policy JECBA-AR (1): Procedures for Admission of Exchange Students</u>	
20.	Comments from the Audience about Non Agenda Items	
21.	Adjourn the Regular School Board Meeting	

North Wasco County School District

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

PERSONNEL CHANGES AND VACANCIES School Board Meeting – January 25, 2024 *Current as of -January 17, 2024*

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
Brian Schimel	Juvenile Detention Teacher-Temporary 23-24	NORCOR	Begins January 2, 2024
Dan Telles	PE Teacher-Temporary 23-24	TDHS	Begins January 12, 2024

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
Laurie Stanton	Speech Language Pathologist	DHE	Resigning January 26, 2024
Kevin Remington	SPED Teacher	TDMS	Updated Resignation date of February 9, 2024
Daniel Telles	PE Teacher	TDHS	Retired December 31, 2023

Licensed Staff– Request for Leave of Absence

NAME	POSITION	BUILDING	COMMENTS
N/A			

Administrative Staff – New Hires

NAME	POSITION	BUILDING	COMMENTS
N/A			

Administrative Staff – Internal Transfer and or Hires

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

Administrative Staff – Resignation/Retirements/Separation of Employment

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
Yamilet Muratalla Cuevas	ELL Assistant II	TDHS	Begins January 2, 2024
McKenna Bailey	Ed Asst IV-SELA	CES-TLC	Begins January 3, 2024
Liset Guzman	SRTS Coordinator	DW	Begins January 8, 2024
Zackery Stinebaugh	Maintenance I	WC	Begins January 8, 2024
Amelie DeArmond	After School Program Coordinator	DW	Begins January 16, 2024

ESP Staff –Transfers and Internal Hires – No Action Required

NAME	CURRENT BUILDING AND ASSIGNMENT	NEW BUILDING AND ASSIGNMENT
Maria Hernandez	DHE-Nutrition Services-PT	DHE-Nutrition Services-FT

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
Pete Miller	After School Program Coordinator	DW	Resigning January 16, 2024

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
Gretchen Winans	Payroll and Benefits Specialist	District Office	Resigning January 12, 2024

Coaching Staff – New Hires – No Action Required

NAME	POSITION	BUILDING	COMMENTS
Teresa Morris	Head Volleyball Coach	TDHS	Begins August 12, 2024
Jordan Rowland	Head Coach Girls Basketball	TDMS	Begins January 2, 2024

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

NAME	POSITION	BUILDING	COMMENTS
Jayne Scherrer	Asst Softball Coach	TDHS	Resigning January 2, 2024
Andy Codding	Assistant Track Coach	TDHS	Resigning January 11. 2024

Advertised Vacancies

Position	HRS/FTE	Building	Close Date	Comments
Jumpstart Kindergarten Liaison (Temp through September 2024)	TBD	CWE	Open Until Filled	Advertised
Payroll and Benefits Specialist	8 Hrs	District Office	1/26/2024	Advertised
Accounting Specialist	8 Hrs	District Office	12/16/2024	
Special Education Teacher(Temp 23-24)	8 Hrs	District Wide	Open Until Filled	Advertised
Substitute Teachers All Grade Levels	TBD	District Wide	Open Until Filled	Advertised
Classified Substitutes -Multiple Positions	TBD	District Wide	Open Until Filled	Advertised
Physical Therapist	8 Hrs	District Wide	Open Until Filled	Advertised

Speech Pathologist-Temp 23-24	8 Hrs	Dry Hollow	Open Until Filled	Advertised
After School Program Coordinator	4 Hrs	Elementary Schools	Open Until Filled	Advertised
Ed Asst IV-SPED (Temp 23-24)	7.5 Hrs	IA	Open Until Filled	Advertised
Secretary III-Juvenile Det. Registrar and Re-Entry Specialist (Temp 23-24)	8 Hrs	NORCOR	Open Until Filled	Advertised
Lead-Nutrition Services II	8 Hrs	Nutrition Services	Open Until Filled	Advertised
SLC Ed Asst IV-SPED (Temp 23-24)	7.5 Hrs	TDHS	Open Until Filled	Advertised
JV Asst Softball Coach	Seasonal	TDHS	Open Until Filled	Advertised
Bus Driver-Regular Route	6 Hrs	Transportation	Open Until Filled	Advertised
Substitute Bus Driver (Pool)	Substitute	Transportation	Open Until Filled	Advertised

Cybersecurity Review

Cybersecurity Review | North Wasco County SD | Stan Felderman

Requirements to be Completed by 6/30/2023 and Current Status

- Force email and domain account passwords to expire at least annually
 - In compliance – We force all staff and students to change their passwords annually
- Restrict administrative rights on district computers
 - In compliance – The technology department is the only people that have the ability to install software, drivers, or printers as that ability has been removed from staff and students
- Backup all servers daily
 - In compliance – Currently we are backing up all of North Wasco's servers daily to a backup device and then pushing that information to a cloud account
- Add two trainings each to staff and administrative staff in training rotation
 - In compliance – We have worked with HR to setup a rotation of several cyber awareness trainings for all staff, plus some additional training for administrative staff
- Commit to implementing a cyber incident response plan for your organization
 - In compliance – North Wasco currently has an incident response plan on file and will be updated annually

Requirements to be Completed by 6/30/2024

- Implement Multi-Factor Authentication (MFA) for the following logins
 - Virtual Private Network Connections or VPN's
 - Cloud based business applications, such as Office 365 and Google Suite
 - Email, if separate from Office 365 or Google Suite
 - Privileged User Account for the following Applications:
 - Student Information Systems
 - Payroll/HR applications
 - Accounting or financial applications
 - Any other system that offers MFA
- Commit to deploying Endpoint Protection Software on all endpoints

Requirements to be Completed by 6/30/2024 – Continued

- Commit to having all staff complete one of the following training available from SafeSchools/SafeColleges
 - Cybersecurity Overview
 - Browser Security Basics
 - Email and Messaging Safety
 - Password Security Basics
 - Protection Against Malware
- Commit to developing a policy to review and install security updates/patches to servers, endpoints, and any other critical systems at least monthly or as emergency updates/patches become available
 - Does allow for delaying the installation of a security patch if the IT professional(s) deem it to be potentially harmful

Current Status

- **Multi-Factor Authentication**
 - On-track to meet the compliancy deadline
 - Tested with all technology staff for the past 9-months
 - Deploying at Columbia Gorge ESD test department to work out final bugs
 - Will deploy to key people at North Wasco and then deploy district wide
 - Still have a few questions to resolve and will work with HR and the district office
 - Will work with Monica Harmon and Debbie Hanna to ensure compliancy with Student Information System
 - Will work with Fiscal and HR staff to ensure compliancy for fiscal and HR software
- **Commit to deploying Endpoint Protection Software on all Endpoints**
 - Met the technical point of this requirement – we have already committed to deploying an Advanced Endpoint Protection Software application
 - Plan to actually push this software to all endpoints by summer of 2024

Current Status - Continued

- Commit to having all staff complete one of the following training available from SafeSchools/SafeColleges
 - Compliant
 - Already developed a rotation plan for all the required trainings
 - We will review on an annual basis to see if additional trainings come available and will add those to the rotation

- Commit to developing a policy to review and install security updates/patches to servers, endpoints, and any other critical systems at least monthly or as emergency updates/patches become available
 - Compliant
 - We are already installing security updates and patches monthly on all devices

PACE – How can we improve our organization's Cybersecurity

- Create a secure foundation
 - Data backups
 - Already in practice – New system being designed and scheduled for deployment summer 2024
 - Multi-Factor Authentication
 - In works
- Limit administrative rights to only the IT department staff
 - Already in practice
- Establish organization policies such as Acceptable Usage Agreements
 - Already in practice
- Conducted Cybersecurity Awareness Training
 - Already in practice

PACE – How can we improve our organization's Cybersecurity

- Secure your Valuables by accounting for deployed technology, regular system updates, and securing remote worker connections
 - Currently have an inventory management system in place
 - Performing regular updates on server systems and endpoints
 - Currently have remote workers use a virtual private network connection to access internal resources
- Plan for emergencies by implementing an incident response plan
 - Already in practice
 - Taking one step further by planning a cybersecurity incident exercise for later this year
- Proactive prevention – 24/7 security detection and threat hunting
 - Working to have this in place by summer 2024

How are we going to address and pay for these requirements?

- Create a Cybersecurity Consortium to address cybersecurity requirements for North Wasco County SD, Dufur SD, South Wasco County SD, Columbia Gorge ESD, and Columbia Gorge Community College
 - By increasing the number of licenses and/or units we need to buy, we get additional discounts
 - Consistent implementation for all our entities
 - Using software and other systems that are utilized by local and regional partners
- Apply for any grants to offset cost
 - Applied to the State and Local Cybersecurity Grant Program
 - Assist in covering the cost of the Advanced Endpoint Protection Software for the first two years
 - Assist in covering the cost of an Immutable Data Backup system to better strengthen our backup and recovery plan
 - Cover all hardware purchases and the software licensing costs for the first two years.
- Work with all our entities during the budgeting process to ensure sustainability in ensuring compliance for these requirements

STATE OF OREGON GRANT AGREEMENT

“Student Success Act – Student Investment Account”

Grant No. **34446**

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”. Grantee is implementing an Integrated Plan adopted for an Aligned Program Consortia pursuant to a Memorandum of Understanding between NORCOR Education Detention Center (“The Entities”).

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”). ORS 327.175 Student Investment Account (4) Moneys in the Student Investment Account are continuously appropriated to the Department of Education for the purposes of distributing grants under ORS 327.195.

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, 2023 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2024.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Cassie Medina
Office of Education Innovation & Improvement
255 Capitol St NE
Salem, OR 97310-0203
cassie.medina@ode.oregon.gov

4.2 Grantee’s Grant Manager is:

Carolyn Bernal
North Wasco County SD 21
3632 W. 10th St.
The Dalles, OR 97058

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

SECTION 5: PROJECT ACTIVITIES

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

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$2,895,185.23 (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available in the Student Investment Account (“Funding Source”). A reduction in the monies in the Funding Source may result in a decrease in Grant Funds available to Agency.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

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

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

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

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

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

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

SECTION 8: REPRESENTATIONS AND WARRANTIES

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

- 8.1.1 Grantee is a District duly organized and validly existing;
- 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (a) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
- 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

- 8.1.4** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5** There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:
- “Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.
- “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.
- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.

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

SECTION 10: CONFIDENTIAL INFORMATION

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

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section)..
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of

Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.

- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other 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. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

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

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

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

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

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

SECTION 16: REMEDIES

16.1 Agency Remedies. In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

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

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

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

SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.

- 18.2 By Agency.** Agency may terminate this Grant as follows:

- 18.2.1** At Agency’s discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency’s reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency’s performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

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

- 18.3.1** If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure

authority at levels sufficient to perform its obligations under this Grant.

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

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

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

SECTION 19: MISCELLANEOUS

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

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

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

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

19.5 Survival. All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

19.6 Severability. The Parties agree if any term or provision of this Grant is declared by a court of

competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, 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.

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: Philip Hofmann
Contracting Officer

11/07/2023
Date

North Wasco County SD 21

By: Kara Flath
Authorized Signature

12/20/2023
Date

Kara Flath
Printed Name

Chief Financial Officer
Title

75-3154866
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Jake Hogue
Assistant Attorney General

November 7, 2023, via email
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.

“Aligned Program Consortia” means two or more eligible grant recipients that submit one application for the programs covered in the Integrated Plan. Each party agrees to operate in full alignment with shared fiscal responsibility, coordinated engagement, a singular application, budget, grant agreement, etc. One entity, the Fiscal Agent, is named as the lead to assist in financial and programmatic monitoring and reporting.

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

“Baseline Targets” means the minimum expectations for improvement set forth in the Integrated 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 given in section 12(a) of the Act.

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

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

“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 Integrated Plan based on the February 2022 “Aligning for Student Success: Integrated Guidance for Six ODE Initiatives”.

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

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

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

“Longitudinal Performance Growth Targets (LPGTs)” means the required common metrics and optional locally defined metrics, including targets related to student mental and behavioral health needs, included in Grantee’s Integrated Plan.

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

“Progress Markers” means sets of indicators set forth in the Integrated 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 LPGTs.

“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.

“Stretch Targets” means significant improvement set forth in the Integrated 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

Integrated Plan Implementation

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

At the start of the 2023-2024 School Year, Grantee must begin to implement its Integrated Plan.

Grantee 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

Administrative costs shall not exceed 5% or \$500,000, whichever is less, of Grantee’s total expenditures. Administrative costs may include (A) Ongoing community engagement; (B) costs associated with the administration of the grant.

Grantee must make satisfactory progress on Grantee’s Progress Markers and LPGT described in the Exhibit B.

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

Aligned Program Consortia Lead Obligations

Grantee shall act as the lead entity for the Aligned Program Consortia that consists of The Entities. Grantee shall remain responsible for compliance with all terms of this Agreement.

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 October of 2023 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 performance period.

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 September 30 of each grant year, must be returned to Agency for deposit in the Student Investment Account.

Integrated Plan Performance Reporting

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

Beginning in October of 2023 and continuing each quarter thereafter, Grantee must submit a narrative Performance Progress Report detailing its Integrated 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. Reports include providing Progress Marker updates. The yearly report will be due no later than 60 days after the end of the performance period.

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.

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; Integrated 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:

Disbursement Date	Quarterly Amount
July 1	25% of funds allocated
October 1	25% of funds allocated
January 1	25% of funds allocated
April 1	25% of funds allocated

If this Grant is not fully executed by July 1, annually, the 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. While we encourage grantees to draw funds down following the schedule noted above, 100% of funds must be drawn down by June 30th, each year.

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

- October 31**
- January 31**
- April 30**
- November 30 (Annual Report)**

Grantee shall provide to Agency the minutes from the board meeting demonstrating that Grantee's Financial Audit was presented at an open meeting with the opportunity for public comment (not a consent agenda item). These board minutes must be submitted alongside the Second Quarterly Report.

Grantee shall provide to Agency the minutes from the board meeting demonstrating that Grantee's Annual Report was presented at an open meeting with the opportunity for public comment (not a consent agenda item). These board minutes must be submitted alongside the Annual Report.

Grantee must post its Annual Report to Grantee's webpage.

EXHIBIT B

COMMON AND CUSTOMIZED PERFORMANCE FRAMEWORK

NORTH WASCO COUNTY SD 21

SECTION I – PROGRESS MARKERS FOR 2023-2025 BIENNIUM

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. Grantees will provide updates toward these Progress Markers through the quarterly/annual reports. 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. **“Start to See: Early Signs of Progress”** Based on your investments and activities, what changes or contributions are you noticing? What practices are improving?
- B. **“Gaining Traction: Intermediate Changes”** Based on your investments and activities, are you seeing any of these impacts?
- C. **“Profound Progress: Substantial and Significant Changes”** Based on your investments and activities, are any of these more transformational changes noticeable?

A. Start to See: Early Signs of Progress

1	Community engagement is authentic, consistent, and ongoing. The strengths that educators, students, families, focal groups, and tribal communities bring to the educational experience informs school and district practices and planning.
2	Equity tools are utilized in continuous improvement cycles, including the ongoing use of an equity lens or decision-tool that impacts policies, procedures, people/students, resource allocation, and practices that may impact grading, discipline, and attendance.
3	Data teams are formed and provided time to meet regularly to review disaggregated student data in multiple categories (grade bands, content areas, attendance, discipline, mental health, participation in advanced coursework, formative assessment data, etc.). These teams have open access to timely student data and as a result decisions are made that positively impact district/school-wide systems and focal populations.
4	Schools and districts have an accurate inventory of literacy assessments, tools, and curriculum being used, including digital resources, to support literacy (reading, writing, listening, and speaking). The inventory includes a review of what resources and professional development are research-aligned, formative, diagnostic, and culturally responsive.

B. Gaining Traction: Intermediate Changes

5	Two-way communication practices are in place, with attention to mobile students and primary family languages. Families understand approaches to engagement and attendance, literacy strategy, math vision, what “9th grade on-track” means, graduation requirements, access to advanced/college-level courses and CTE experiences, and approaches to supporting student well-being and well-rounded education.
6	Student agency and voice is elevated. Educators use student-centered approaches and instructional practices that shift processes and policies that actualize student and family ideas and priorities.
7	Action research, professional learning, data teams, and strengths-based intervention systems are supported by school leaders and are working in concert to identify policies, practices, or procedures informed by staff feedback to meet student needs, including addressing systemic barriers, the root-causes of chronic absenteeism, academic disparity, and student well-being. These changes and supports are monitored and adjusted as needed.
8	Comprehensive, evidence-informed, culturally responsive literacy plans, including professional development for educators, are documented and communicated to staff, students (developmentally appropriate), and families. Literacy plans and instruction are evaluated and adjusted to deepen students’ learning. Digital resources are being used with fidelity to advance learners’ engagement with instruction.
9	A review of 9th grade course scheduling, as it relates to on-track status for focal student groups, accounts for core and support core class placement . School staff ensure emerging bilingual students are enrolled in appropriate credit-bearing courses that meet graduation requirements.
10	Foundational learning practices that create a culturally sustaining and welcoming climate are visible. This includes practices that ensure safe, brave, and welcoming classrooms, schools and co/extracurricular environments. Strengths-based, equity-centered, trauma and SEL-informed practices are present and noticeable. Policies and practices prioritize health, well-being, care, connection, engagement, and relationship building. Multiple ways of being are supported through culturally affirming and sustaining practices for students, staff, and administrators.

C. Profound Progress: Substantial and Significant Changes

11	Schools strengthen partnerships with active community organizations and partners, including local public health, mental health, colleges, workforce development boards, employers, labor partners, faith communities, Tribal nations, and other education partners in order to collaboratively support students’ growth and well-being. Characteristics of strong partnerships include mutual trust and respect, strengths-based and collaborative approaches, clear communication around roles, and shared responsibilities and decision-making power.
12	Financial stewardship reflects high-quality spending with accurate and transparent use of state and federal funds in relationship to a comprehensive needs assessment, disaggregated data, and the priorities expressed by students, families, communities, business, and Tribal partners in resource allocation and review.
13	Students and educators experience a well-rounded and balanced use of assessment systems that help them identify student learning in the areas of the Oregon State Standards. Educators understand how to assess emerging multilingual students’ assets to inform gauging progress.
14	Policies, practices, and learning communities address systemic barriers. Schools and districts have a process to identify, analyze, and address barriers that disconnect students from their educational goals, impact student engagement or attendance, and/or impede students from graduating on-time or transitioning to

	their next steps after high school. Staff members are consistently engaging in action research, guided by student’s strengths and interests, to improve their practice and advance professional learning.
15	Schools create places and learning conditions where every student, family, educator and staff member is welcomed, where their culture and assets are valued and supported, and where their voices are integral to decision making. Instruction is monitored and adjusted to advance and deepen individual learners’ knowledge and understanding of the curriculum. Educators are empowered with agency and creativity. Communities are alive with visions, stories, and systems of vitality, wholeness, and sustainability.

SECTION II – FINALIZED CO-DEVELOPED LPGTS

The Longitudinal Performance Growth Targets (LPGTs) include baseline, stretch, and gap-closing targets for each of the common metrics. These targets center focal student groups while supporting public transparency and learning. Progress toward meeting these Longitudinal Performance Growth Targets will be included in the Annual Report. While all three types of targets are named in the Grant Agreement, ODE will review and consider when or if intervention is needed using only the Baseline and Gap-Closing Targets

Target Type	2023-24	2024-25	2025-26	2026-27	2027-28
Four Year Cohort Graduation					
Baseline Target: All Students	74.00%	75.00%	77.00%	79.00%	80.00%
Stretch Target: All Students	75.00%	78.00%	84.00%	87.00%	90.00%
Gap-Closing Target: All Focal Group Students	68.00%	70.50%	73.10%	75.70%	78.00%
Five Year Cohort Completion					
Baseline Target: All Students	80.00%	82.00%	85.00%	87.00%	89.00%
Stretch Target: All Students	81.00%	83.00%	86.00%	89.00%	92.00%
Gap-Closing Target: All Focal Group Students	76.00%	78.10%	81.20%	84.00%	87.00%

9th Grade on-Track					
Baseline Target: All Students	75.00%	76.00%	77.00%	78.00%	80.00%
Stretch Target: All Students	76.00%	77.00%	79.00%	81.00%	83.00%
Gap-Closing Target: All Focal Group Students	69.50%	72.00%	74.50%	77.00%	79.50%
3rd Grade ELA Proficiency					
Baseline Target: All Students	32.00%	34.00%	36.00%	38.00%	40.00%
Stretch Target: All Students	33.00%	36.00%	40.00%	44.00%	48.00%
Gap-Closing Target: All Focal Group Students	21.00%	23.50%	27.00%	31.00%	35.00%
Regular Attenders					
Baseline Target: All Students	60.00%	62.50%	65.00%	67.50%	70.00%
Stretch Target: All Students	62.00%	65.00%	70.00%	75.00%	80.00%
Gap-Closing Target: All Focal Group Students	52.90%	56.90%	60.90%	64.90%	69.90%

SECTION III – APPROVED LOCAL OPTIONAL METRICS (IF APPLICABLE)

Local optional metrics are designed to allow grantees to set and monitor metrics connected to outcomes they’ve described in their Integrated Plan.

	2023-24	2024-25	2025-26	2026-27	2027-28
Local Optional Metrics					
Baseline Target: All Students					
Stretch Target: All Students					
Gap-Closing Target: All Focal Group Students					

EXHIBIT C INSURANCE

INSURANCE REQUIREMENTS

Grantee/Recipient shall obtain at Grantee/Recipient's expense the insurance specified in this Exhibit C prior to performing under this Contract. Grantee/Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee/Recipient 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. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee/Recipient maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee/Recipient.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee/Recipient, 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/Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Grantee/Recipient is a subject employer, as defined in ORS 656.023, Grantee/Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

If Grantee/Recipient is an employer subject to any other state's workers' compensation law, Contactor 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.

As applicable, Grantee/Recipient/Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Grantee/Recipient shall provide Automobile Liability Insurance covering Grantee/Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and

Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required **Not required**

Grantee/Recipient shall provide Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Grantee/Recipient and Grantee/Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$2,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee/Recipient shall provide Continuous Claims Made coverage as stated below.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee/Recipient's activities to be performed under this contract. Coverage shall be primary and non-contributory with any other activities to be performed under this Grant.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee/Recipient's activities to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION

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

CONTINUOUS CLAIMS MADE COVERAGE

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

1. Grantee/Recipient’s completion and Agency’s acceptance of all Services required under the Contract, or
2. Agency or Grantee/Recipient termination of this Contract, or
3. The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE

Grantee/Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. 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 Contract. 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 Contract.

NOTICE OF CHANGE OR CANCELLATION

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

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee/Recipient 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 **Not required**

Grantee/Recipient shall provide **Directors, Officers and Organization** insurance covering the Grantee/Recipient’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than \$1,000,000 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required **Not required**

Grantee/Recipient shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee/Recipient is responsible including but not limited to Grantee/Recipient and Grantee/Recipient’s employees and volunteers. Policy endorsement’s definition of an insured shall include the Grantee/Recipient, and the Grantee/Recipient’s employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$3,000,000 annual aggregate. 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 21

The Dalles, Oregon

Budget Calendar

Fiscal Year 2024-2025

Thursday January 25, 2024	REGULAR SCHOOL BOARD MEETING Adopt budget calendar
Tuesday January 30, 2024	Budget worksheets distributed to principals and other department heads
Wednesday February 28, 2024	Due date for General Fund budget worksheets to be returned to Business Office
Thursday February 22, 2024	REGULAR SCHOOL BOARD MEETING Select and appoint any new Budget Committee members
Wednesday March 8, 2024	Due date for Special Revenue funds, Debt Service funds and Capital Project funds budget worksheets to be submitted to Business Office
Friday March 15, 2024	Anticipated date for receipt of preliminary State School Fund estimate
Friday April 5, 2024	Publish Notice of the First Meeting of the Budget Committee in <i>The Dalles Chronicle</i> (ORS 294.401) and place meeting schedule on district website. <small>(Notice to be published 5 to 30 days prior to the first meeting)</small>
Friday April 26, 2024	Target date for the Business Office to complete draft of Proposed Budget Document
Tuesday April 30, 2024	FIRST BUDGET COMMITTEE MEETING <ul style="list-style-type: none">· Elect presiding officers· Receive Budget Message and Proposed Budget Document· Receive questions and comments from citizens
Monday May 6, 2024	SECOND BUDGET COMMITTEE MEETING (IF NEEDED) <ul style="list-style-type: none">· Budget Committee holds public meeting
Tuesday May 14, 2024	THIRD BUDGET COMMITTEE MEETING (IF NEEDED) <ul style="list-style-type: none">· Budget Committee holds public meeting

North Wasco County School District 21

The Dalles, Oregon

- Friday
May 24, 2024** **Mail planned public improvements summary (form WH-118) included in approved Budget Document for projects estimated to cost more than \$50,000 to the Commission of Labor, Bureau of Labor & Industries (ORS 279.023)**
- Thursday
May 25, 2024** **Publish Notice of Budget Hearing in *The Dalles Chronicle* (ORS 294.421)**
(Notice to be published not less than 5 or more than 30 days prior to the hearing)
- Thursday
June 20, 2024** **REGULAR SCHOOL MEETING**
 - Public hearing on the FY 2020-21 budget
 - Approve resolution to adopt the budget, make appropriations, impose and categorize taxes
- Monday
July 15, 2024** **Deadline for submission of tax certification form (ED-50) and resolutions to the Wasco County Assessor and copy of budget to Oregon Department of Education**
- Thursday
August 15, 2024** **Deadline for electronic submission of budgeted revenues and expenditures to Oregon Department of Education**
- Friday
September 20, 2024** **Deadline for submission of Budget Document to Wasco County Clerk**

NORTH WASCO COUNTY SCHOOL DISTRICT

FY 2024 Expenditure Status Report

For the month ending January 15th, 2024

Fund	Beginning Fund Balance	Budgeted Revenue	Revenue Collected YTD	% Collected	Projected Revenue	Total Budget	Expended YTD	Encumbered	Projected Expenditures	% of Budget Expended	Revenue - Expenditures YTD	Projected Ending Fund Balance
100 - GENERAL FUND	\$ 43,662	\$39,373,709	\$25,868,189	65.70%	\$38,039,904	\$ 39,373,707	\$16,386,529	\$ 21,629,847	\$ 38,016,376	41.62%	\$ 9,481,660	\$ 67,190
210 - FEDERAL PROGRAMS	\$ 40,246	\$ 7,563,948	\$ 996,890	13.18%	\$ 3,896,940	\$ 7,563,947	\$ 1,798,051	\$ 1,647,351	\$ 3,896,940	23.77%	\$ (801,161)	\$ 40,246
220 - STATE GRANTS	\$ 77,039	\$ 1,816,791	\$ 24,578	1.35%	\$ 595,366	\$ 1,814,044	\$ 263,257	\$ 332,110	\$ 595,367	14.51%	\$ (238,679)	\$ 77,038
230 - LOCAL GRANT PROGRAMS	\$ 372,798	\$ 881,071	\$ 325,400	36.93%	\$ 796,000	\$ 881,072	\$ 268,993	\$ 174,193	\$ 455,150	30.53%	\$ 56,407	\$ 713,648
240 - VOCATIONAL EDUCATION FUND	\$ 63,583	\$ 63,720	\$ -	0.00%	\$ -	\$ 63,720	\$ 15,135	\$ 4,695	\$ 19,830	23.75%	\$ (15,135)	\$ 43,753
242 - ENTERPRISE ZONE PROJ FUND	\$ 206,894	\$ 522,333	\$ 240,000	45.95%	\$ 240,000	\$ 522,333	\$ 113,302	\$ -	\$ 113,302	21.69%	\$ 126,698	\$ 333,592
251 - STUDENT INVESTMENT ACCOUNT	\$ -	\$ 3,307,735	\$ 91,238	0.00%	\$ 3,109,873	\$ 3,307,737	\$ 1,006,648	\$ 1,538,031	\$ 3,109,873	0.00%	\$ (915,410)	\$ -
252 - HIGH SCHOOL SUCCESS ACCOUNT	\$ -	\$ 836,833	\$ -	0.00%	\$ 849,654	\$ 613,852	\$ 306,830	\$ 202,074	\$ 849,654	0.00%	\$ (306,830)	\$ -
285 - TECHNOLOGY & EQUIPMENT	\$ 43,368	\$ 268,500	\$ 322,371	0.00%	\$ 718,160	\$ 268,500	\$ 256,501	\$ 1,314	\$ 718,160	0.00%	\$ 65,870	\$ 43,368
290 - STUDENT BODY ACCOUNT	\$ 375,705	\$ 515,481	\$ -	0.00%	\$ 277,229	\$ 515,481	\$ -	\$ -	\$ 262,763	0.00%	\$ -	\$ 390,171
292 - TEXTBOOK REPLACEMENT FUND	\$ 281,332	\$ 321,880	\$ -	0.00%	\$ 5,772	\$ 321,880	\$ 61,559	\$ 700	\$ 62,259	0.00%	\$ (61,559)	\$ 224,845
295 - BUS REPLACEMENT	\$ 33,096	\$ 932,392	\$ 570,662	0.00%	\$ 928,740	\$ 932,392	\$ 488,875	\$ 443,224	\$ 932,533	0.00%	\$ 81,787	\$ 29,303
298 - VEHICLE REPLACEMENT	\$ 24,499	\$ 24,624	\$ -	0.00%	\$ 754	\$ 24,624	\$ -	\$ -	\$ -	0.00%	\$ -	\$ 25,253
299 - NUTRITION SERVICES	\$ 234,454	\$ 1,798,144	\$ 566,238	0.00%	\$ 1,673,590	\$ 1,798,144	\$ 397,536	\$ 576,194	\$ 1,623,921	0.00%	\$ 168,702	\$ 284,123
303 - OSBA PERS BONDS	\$ -	\$ 1,927,330	\$ 1,220,579	63.33%	\$ 1,943,290	\$ 1,927,330	\$ -	\$ -	\$ 1,927,330	0.00%	\$ 1,220,579	\$ 15,960
304 - FULL FAITH & CREDIT OBLIG	\$ 15,655	\$ 380,563	\$ 369,908	97.20%	\$ 369,908	\$ 380,563	\$ 75,281	\$ -	\$ 380,563	19.78%	\$ 294,627	\$ 5,000
401 - CAPITAL PROJECTS	\$ 78,123	\$ 144,078	\$ 27,227	0.00%	\$ 48,202	\$ 144,078	\$ -	\$ -	\$ -	0.00%	\$ 27,227	\$ 126,325
Total All Funds	\$ 1,890,454	\$60,679,132	\$30,623,280	50.47%	\$53,493,382	\$ 60,453,404	\$21,438,497	\$ 26,549,733	\$ 52,964,021	35.46%	\$ 9,184,783	\$ 2,419,815

NORTH WASCO COUNTY SCHOOL DISTRICT

FY 2024 Expenditure Status Report
For the month ending January 15th, 2024

DESCRIPTION	Budget	Year to Date	Encumbrances	Balance	% Budget Expended
100 General Fund					
1000 - Instruction	22,205,414	8,429,321	13,215,881	560,212	37.96%
2000 - Support Services	15,218,021	7,013,177	7,581,249	623,595	46.08%
5000 - Debt Service & Fund Transfers	944,030	944,030	-	-	100.00%
6000 - Contingency				-	0.00%
7000 - Unappropriated Ending Fund Balance	1,006,244			1,006,244	0.00%
Totals	39,373,709	16,386,528	20,797,130	2,190,051	41.62%
210 - Federal Programs Fund					
1000 - Instruction	5,060,296	1,246,215	2,020,413	1,793,668	24.63%
2000 - Support Services	1,688,716	538,062	459,655	690,999	31.86%
3000 - Enterprise & Community Services	64,935	13,773	-	51,162	21.21%
4000 - Capital Outlay	750,000			750,000	0.00%
7000 - Unappropriated Ending Fund Balance				-	0.00%
Totals	7,563,947	1,798,050	2,480,068	3,285,829	23.77%
220 - State Grant Funds					
1000 - Instruction	880,694	162,746	239,609	478,339	18.48%
2000 - Support Services	379,506	66,697	92,502	220,307	17.57%
3000 - Enterprise & Community Services	56,590	-	-	56,590	0.00%
4000 - Capital Outlay	500,000	33,814	-	466,186	0.00%
7000 - Unappropriated Ending Fund Balance				-	0.00%
Totals	1,816,790	263,257	332,111	1,221,422	14.49%
230 - Local Grants					
1000 - Instruction	102,768	17,805	1,290	83,673	17.33%
2000 - Support Services	84,980	91,784	-	(6,804)	108.01%
3000 - Enterprise & Community Services	693,324	159,404	172,902	361,018	22.99%
Totals	881,072	268,993	174,192	437,887	30.53%
240 - Vocational Education Fund					
1000 - Instruction	63,720	15,135	4,695	43,890	23.75%
Totals	63,720	15,135	4,695	43,890	23.75%
242 - Enterprise Zone Funds					
1000 - Instruction		36,115	-	(36,115)	0.00%
2000 - Support Services	165,000	77,187	-	87,813	46.78%
4000 - Capital Outlay	357,333	-	-	357,333	0.00%
Totals	522,333	113,302	-	409,031	21.69%
251 - Student Investment Account					
1000 - Instruction	3,307,735	450,897	681,648	2,175,190	0.00%
2000 - Support Services	-	555,751	856,383	(1,412,134)	#DIV/0!
4000 - Capital Outlay				-	0.00%
Totals	3,307,735	1,006,648	1,538,031	763,056	30.43%
252 - High School Success Account					
1000 - Instruction	709,031	260,769	174,935	273,327	0.00%
2000 - Support Services	127,802	46,061	27,139	54,602	36.04%
4000 - Capital Outlay				-	0.00%
Totals	836,833	306,830	202,074	327,929	36.67%

DESCRIPTION	Budget	Year to Date	Encumbrances	Balance	% Budget Expended
285 Technology Fund					
2000 - Support Services	268,500	256,501	1,314	10,685	95.53%
7000 - Unappropriated Ending Fund Balance				-	0.00%
Totals	268,500	256,501	1,314	10,685	95.53%
290 - Student Body Funds					
1000 - Instruction	515,481			515,481	0.00%
2000 - Support Services				-	0.00%
7000 - Unappropriated Ending Fund Balance				-	0.00%
Totals	515,481	-	-	515,481	0.00%
292 - Textbook Replacement Fund					
1000 - Instruction		61,559	-	(61,559)	#DIV/0!
2000 - Support Services	110,000	-	700	109,300	0.00%
7000 - Unappropriated Ending Fund Balance	211,880	-	-	211,880	0.00%
Totals	321,880	61,559	700	259,621	19.12%
295 - Bus Replacement Fund					
2000 - Support Services	768,392	324,734	443,224	434	42.26%
3000 - Enterprise & Community Services	164,000	164,141	-	(141)	100.09%
Totals	932,392	488,875	443,224	293	52.43%
298 - Vehicle Replacement Fund					
2000 - Support Services	20,000			20,000	0.00%
7000 - Unappropriated Ending Fund Balance	4,624			4,624	0.00%
Totals	24,624	-	-	24,624	0.00%
299 - Nutrition Services Fund					
3000 - Enterprise & Community Services	1,798,144	397,536	576,194	824,414	22.11%
Totals	1,798,144	397,536	576,194	824,414	22.11%
303 - OSBA PERS Bonds					
5000 - Debt Service & Fund Transfers	1,927,230			1,927,230	0.00%
7000 - Unappropriated Ending Fund Balance	100			100	0.00%
Totals	1,927,330	-	-	1,927,330	0.00%
304 - Full Faith & Credit Obligation					
5000 - Debt Service & Fund Transfers	380,563	75,281		305,282	19.78%
7000 - Unappropriated Ending Fund Balance				-	0.00%
Totals	380,563	75,281	-	305,282	19.78%
401 - Capital Improvements					
2000 - Support Services	66,000			66,000	0.00%
4000 - Capital Outlay	78,078			78,078	0.00%
Totals	144,078	-	-	144,078	0.00%
Total All Funds	60,679,131	21,438,495	26,549,733	12,690,903	35.33%

NORTH WASCO COUNTY SCHOOL DISTRICT

FY 2024 Expenditure Status Report
 For the month ending January 15th, 2024

Balance Sheet	General Fund	State Special Revenues	Technology Fund	Student Body Funds**	Replacement Funds	Nutrition Services	Debt Service Funds	Capital Projects	District Fund Totals	**Totals
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ASSETS:										
Cash & Investments	8,636,376	(1,591,698)	109,238	375,705	359,155	407,230	1,530,861	105,350	9,556,512	9,932,217
Accounts Receivable	563,310	266,152	-	-	-	-	-	-	829,462	829,462
Inventory/Prepaid expense	271,296	-	-	-	-	15,135	-	-	286,431	286,431
Total Assets	9,470,982	(1,325,546)	109,238	375,705	359,155	422,365	1,530,861	105,350	10,672,405	11,048,110

LIABILITIES:										
Accounts Payable	-	8,004	-	-	-	3,008	-	-	11,012	11,012
Payroll Liabilities	(552,901)	-	-	-	-	-	-	-	(552,901)	(552,901)
Deferred Revenue	498,561	-	-	-	-	16,201	-	-	514,762	514,762
Total Liabilities	(54,340)	8,004	-	-	-	19,209	-	-	(27,127)	(27,127)

FUND BALANCE:										
Total Fund Balance	9,525,322	(1,333,550)	109,238	375,705	359,155	403,156	1,530,861	105,350	10,699,532	11,075,237

Revenues & Expenditures: 2023-24 Year to Date										
Beginning Fund Balance	43,662	760,560	43,368	375,705	338,927	234,454	15,655	78,123	1,514,749	1,890,454
Year to Date Revenues	25,868,189	1,678,106	322,371	-	570,662	566,238	1,590,487	27,227	30,623,280	30,623,280
Year to Date Expenditures	16,386,529	3,772,216	256,501	-	550,434	397,536	75,281	-	21,438,497	21,438,497
Year to Date Net Income (Loss)	9,481,660	(2,094,110)	65,870	-	20,228	168,702	1,515,206	27,227	9,184,783	9,184,783
Ending Fund Balance	9,525,322	(1,333,550)	109,238	375,705	359,155	403,156	1,530,861	105,350	10,699,532	11,075,237



North Wasco County School District

School Year 2023 – 2024, December Financial Summary

FY 2023:

The FY 2023 numbers are almost finalized. After consultation with the audit firm, there is one major change to the general fund. In previous years, the district booked taxes held by the county in the amount of \$325,000. After further discussion, that revenue was settled at some point, but not reported back to the district formally. Therefore, the financial statements needed to be adjusted by that amount which negatively impacted the general fund balance for FY 2023. After some further adjustments, the ending general fund balance from FY 2023 is \$43,662. The good news is that balance is now zeroed out and will not create any further complications. This does impact FY 2024 as that amount rolls into the starting balance for FY 2024.

FY 2024:

Here are the ending balances currently:

Fund	General Fund	State Special Revenues	Nutrition Services	Technology Fund	Replacement Funds	Debt Service Funds	Capital Projects	District Fund Totals
Fund Balance	9,525,322	(1,333,550)	403,156	109,238	359,155	1,530,861	105,350	10,699,532

The current general fund balance as of January 15th is \$9.5 million. The state special revenues are negative due to state and federal grants which the ODE has not finalized the contracts so the district cannot request the funds.

The audit will likely be completed by the time the board meeting is here so please anticipate a February presentation.

Nutrition Corner:

The Sodexo contract was renewed through June 30th, 2024. This allows more time for the transition to self-operating. However, the district manages all staff in house and in turn Sodexo has decreased the meal cost to account for this change.

Facilities Corner:

There are several projects in the works for the facilities department.

- The fencing around Dry Hollow Elementary School is almost complete.

- The staff are working on installing playground equipment at Chenowith Elementary School for the structured learning center, which is funded with IDEA funds. The weather has stalled this project for now. When the ground is at a point where work can continue, the staff will continue this project.
- The Chenowith Seismic grant work is in the early stages. The CMGC contract bids were due and will be scored and awarded soon. The board will likely see a recommendation at the February meeting.
- In collaboration with ZCS, the district is applying for another seismic project for Colonel Wright Elementary. This would be the second time the district applied for this school and this project.
- The Wahtonka gym has the turf installed for the softball bating area. This was a collaboration between athletics, facilities staff, and community partners.

FY 2025 Budgeting Begins:

The district is beginning work on the FY 2025 budget. There will be some financial restructuring due to discussions with the audit firm. The board will see budgets separated in fund types, so general fund 100, special revenues 200, debt 300, capital projects 400, and proprietary 600. Propriety fund types will be new and will include the Sherman County Contract because that is a fee for service contract not a grant type. This is the most appropriate fund designation. The board will see a request to open a new fund type in a later meeting.

Other Projects in the Works:

*Staff wellness projects – the district is working on improving staff lounges to include more wellness areas. This is funded in collaboration with wellness funds, some capital project funds, and possibility some enterprise zone funds for tables and chairs and seating arrangements. The goal is to give staff a quiet place to decompress for a few minutes and stretch or take breather.

*Renew America Schools – another round of grant solicitations will be out in February. The district will improve the last application and re-apply.

* The Columbia View Heights property is still being surveyed by Klein Engineering. Once there is a final recommendation the district will take plan to the county or city for approval to officially split the property so the 65 acres can be placed on the market for sale. There are already several interested parties in purchasing this property.

Any questions about this report can be directed to flathk@nwasco.k12.or.us.



North Wasco County School District

School Year 2023 – 2024, January Enrollment Summary

School Year 2023 – 2024	Chenowith	Col. Wright	Dry Hollow	Mosier	TDMS	TDHS	Innovations Academy	Innovations Virtual	Total
September 20 th	419	277	423	159	550	841	110	75	2,854
October 2 nd	421	278	422	157	551	834	112	76	2,851
November 1 st	420	280	423	155	549	809	110	88	2,834
December 1 st	415	281	419	149	541	797	113	95	2,810
January 2 nd	409	281	420	149	538	783	112	105	2,797
February									0
March									0
April									0
May									0
June									0

Average	419	279	421	154	456	813	111	88	2,829
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Peak	421	281	423	159	551	841	113	105	2,854
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Average 2022 - 2023	386	287	417	168	546	789	101	95	2,782
Avg Change 2024-2023	31	(7)	4	(14)	0	24	11	(7)	47
Peak 2022-2023	394	292	424	174	558	822	33	195	2,851
Peak Change 2024-2023	27	(11)	(1)	(15)	(7)	19	80	(90)	3

Change 6/23 - Current	20	(8)	6	(14)	2	40	25	5	76
Change PY to CY Month	(6)	0	1	0	(3)	(14)	(1)	10	(13)

Enrollment Summary by Building and Grade as of 1/1/24														
School	K	1	2	3	4	5	6	7	8	9	10	11	12	Totals
Chenowith Elementary	80	68	75	75	56	55	0	0	0	0	0	0	0	409
Colonel Wright Elementary	37	48	45	56	53	42	0	0	0	0	0	0	0	281
Dry Hollow Elementary	60	70	75	76	68	71	0	0	0	0	0	0	0	420
Mosier Community School	16	19	21	14	21	13	15	14	16	0	0	0	0	149
The Dalles High School	0	0	0	0	0	0	0	0	0	219	225	162	177	783
The Dalles Middle School	0	0	0	0	0	0	179	180	179	0	0	0	0	538
Innovations Academy	0	0	0	0	0	0	1	16	14	12	18	21	30	112
Innovations Virtual	0	1	2	5	1	0	5	4	8	15	14	22	28	105
Totals	193	206	218	226	199	181	200	214	217	246	257	205	235	2,797
June 2023 Totals	202	218	225	196	185	192	209	214	229	262	200	221	168	2,721
Difference Now – June 2023	(9)	(12)	(7)	30	14	(11)	(9)	0	(12)	(16)	57	(16)	67	76
Previous Month	194	207	218	227	201	182	198	212	218	251	259	205	238	2,810
Difference CM - PM	(1)	(1)	0	(1)	(2)	(1)	2	2	(1)	(5)	(2)	0	(3)	(13)

*Note: The budgeted ADMr is at 2,899, with additional weights of 712.14, which includes Mosier Community School, for a total ADMw of 3,611.14.



OUT OF STATE TRAVEL REQUEST

To:	North Wasco County School District School Board
From:	Shannon Brennan
Date:	01/16/2024
Subject:	CCIRA Conference, Westminster, CO

On behalf of the Early Literacy Success Initiative Team (Katie Garrett, Instructional Coach; Mia Howell, Reading Specialist; Sandra Anderson, Reading Specialist; Marnette Sprouse, Reading Specialist; Kim Meyers, Reading Specialist; Courtney Middleton, ELD Teacher; Erin Cyphers, Reading Specialist; Yesenia Marquez-Barragan, DLI Teacher) I would like to request approval for out of state travel to the CCIRA Conference in Westminster, CO, February 7-10, 2024. CCIRA is offering 13 sessions on Early Literacy and the Science of Reading (and another 10 that are focused on writing), providing the team with a variety of opportunities to jumpstart our learning and plans for this initiative on behalf of our students.

The purposes of CCIRA align with the Early Literacy Vision of NWCSD.

- To promote the improvement of literacy instruction at all levels with diverse populations
- To encourage lifelong habits in literacy and an appreciation of the value of reading and writing
- To support local councils and individual members in promoting and advancing literacy
- To recognize and honor significant contributions to and achievements in literacy

Funding source: Early Literacy Success Initiative Grant

Estimate of Cost: \$18,192

- Registration: \$3,555
- Substitutes and pay (Saturday): \$5,794 (substitutes for Thursday and Friday; curriculum pay for Saturday)
- Travel: \$8,843

More information on CCIRA can be found at ccira.org.



Empowering Literacy Educators



Early Literacy Vision North Wasco County School District

North Wasco County School District's mission is educating each student to the highest standards while motivating them to reach their fullest potential and graduating them to be college, career, and life ready. Our schools are a place where children belong. Each student is known by name, strength, and need, and provided the education and opportunities to succeed.

North Wasco County School District's Early Literacy Vision is one that believes all children come to school with the ability to and desire to learn. **Staff understands** the need for an equity and trauma informed **mindset** to engage all students, especially our most impacted (IE emerging bilingual, experiencing **homelessness**, experiencing mobility, experiencing poverty, migrant students, students with disabilities), to ensure all are on a path for a **successful school experience**. ***We accept the responsibility*** of supporting every student's literacy growth and development by ensuring that each receives **high-quality, aligned instruction** that is **anchored in the science of reading**.



North Wasco County School District #21

School District Board of Directors

Board Motion for Action Item

BOARD ACTION

Date: January 25th, 2024

Action Requested: *Approve the Cooperative Sports Agreement*

Requesting the Board to approve the OSAA Cooperative Sports Agreement with Dufur School for Softball. Due to the lack of numbers in having a Softball team at Dufur High School, both Dufur SD and NWCS D would like to enter into a cooperative agreement pending Dufur School District's School Board and OSAA's approval.

ACTION

Motion to approve the Cooperative Sports Agreement for Softball between Dufur School District and North Wasco County School District starting the 2023-2024 school year as presented.

3632 West 10th Street, The Dalles, OR 97058
541-506-3420 Fax 541-298-6018

"The North Wasco County School District is an equal opportunity educator and employer."

North Wasco County School District 21

Code: IFCA
Adopted: 6/08/00
Revised/Readopted: 5/26/04; 10/25/07; 6/15/17
Orig. Code(s): IFCA

~~21st Century Schools~~ Site Councils

The Board directs the superintendent to encourage community involvement in shared decision-making and to foster the collaborative efforts of district personnel, students, parents and community members through ~~21st Century Schools~~ Site Councils at each school site.

Additionally, the Board may, as deemed necessary for assisting in the administration of grants or for coordination of district wide programs, establish ~~21st Century Schools~~ Site Councils and/or other special committees at the district level for specific projects or issues.

Shared decision making is part of site-based decision making. It is a process, not an end in itself. Site-based decision making provides an opportunity for members of a school community to collaborate, where appropriate, in solving problems, defining goals and shaping direction for an individual school or unit.

The establishment and charge of the ~~21st Century Schools~~ Site Councils shall not interfere with the duties, responsibilities and rights of the duly elected Board. The district encourages the collaborative work of shared decision making.

At the school, Site Councils ~~site 21st Century Schools Councils~~ shall be structured as follows:

Composition

1. ~~21st Century Schools~~ Site Councils shall be composed of teachers, parents, classified employees and building administrator or designee as follows:
 - a. Not more than half of the members shall be teachers;
 - b. Not more than half of the members shall be parents of students attending the school;
 - c. At least one member shall be a classified employee;
 - d. One member shall be a building administrator or designee;
 - e. In addition, other members may be designated by the Board including, but not limited to, local school committee members, business leaders, students and members of the community-at large.

Selection

2. Members of the ~~21st Century Schools~~ **Site** Council shall be selected as follows:
 - a. Teacher shall be licensed teachers elected by licensed teachers at the school site;
 - b. Classified employees shall be elected by classified employees at the school site;
 - c. Parents shall be selected by parents of students attending the school, ~~by a process to be defined by the Board;~~
 - d. Others shall be selected by the council.

Duties

3. The duties of the ~~21st Century Schools~~ **Site** Council shall include, but not be limited to:
 - a. The development of plans to improve the professional growth of the school's staff;
 - b. The improvement of the school's instructional program;
 - c. The development and coordination of plans for the implementation of programs at the school in accordance with Oregon's Educational Act for the 21st Century;
 - d. The administration of grants-in-aid for the professional development of teachers and classified employees.
 - e. [Advising the Board in the development of a plan for school safety and student discipline under ORS 339.333.](#)

If the Board determines that a school site is unable to fulfill the requirement of the ~~21st Century Schools~~ **Site** Council as outlined in this policy, or if the needs of a school site require a different composition, the Board shall establish the ~~21st Century Schools~~ **Site** Council in a manner that best meets the educational needs of the district.

~~21st Century Schools~~ **Site** Councils may request a waiver of Board policy. Waiver request must be submitted in writing to the superintendent. The superintendent will submit the waiver request and his/her recommendation to the Board ~~for final approval~~. Policy waiver requests will be considered based on the district's mission statement, philosophy, Board-adopted goals and effective schooling tenets.

All ~~21st Century Schools~~ **Site** Council decisions are subject to superintendent and Board review and approval, respectively. In no case will ~~21st Century Schools~~ **Site** Councils abrogate any provision of the district's collective bargaining agreements, district contracts or Board policy, except through the waiver process.

~~21st Century Schools~~ **Site** Councils, the duties of which include advising the Board or making decisions on behalf of the Board, shall follow the notice, meeting and record-keeping requirements of the Public Meetings Law.

END OF POLICY

Legal Reference(s):

[ORS 192.660 to -192.690](#)
[ORS 243.650](#)
[ORS 243.782](#)
[ORS 329.007](#)
[ORS 329.125](#)

[ORS 329.704](#)
[ORS 332.172](#)
[ORS 339.333](#)
[ORS 342.608](#)

[OAR 581-020-0105](#)
[OAR 581-020-0115](#)
[OAR 581-020-0130](#)

North Wasco County School District 21

Code: GCBDA/GDBDA
 Adopted: 1/13/00
 Revised/Readopted: 3/31/04; 12/17/15; 7/06/17; 1/25/24
 Orig. Code(s): GCBDA/GDBDA

Family Medical Leave

When applicable, the district will comply with the provisions of the Family and Medical Leave Act (FMLA) ~~of 1993~~, the Oregon Family Leave Act (OFLA) ~~of 1995~~, the Oregon Military Family Leave Act (OMFLA), ~~as part of the National Defense Authorization Acts of 2008 and for Fiscal Year 2010 (which expanded certain leave to military families and veterans for specific circumstances), the Oregon Military Family Leave Act (OMFLA) of 2009~~, Paid Family Medical Leave Insurance (PFMLI) and other applicable provisions of state and federal law, Board policies and collective bargaining agreements regarding family medical leave.

In order for an employee to be eligible for the benefits under FMLA, he/she must have been employed by the district for at least 12 months and have worked at least 1,250 hours during the past 12-month period and worked at a worksite that employs 50 district employees within 75 miles of the worksite.

Generally, in order for an employee to be eligible for the benefits under OFLA, ~~he/she~~ the employee must work an average of 25 hours per week ~~and have been employed at least~~ during the 180 calendar days immediately prior to the first day of the start of the requested leave ~~family medical leave of absence~~. For parental leave purposes, an employee becomes eligible upon completing at least 180 calendar days immediately preceding the date on which the parental leave begins: there is no minimum average number of hours worked per week. Special requirements apply during public health emergencies. ~~when determining employee eligibility for parental leave.~~

OMFLA applies to employees who work an average of at least 20 hours per week; there is no minimum number of days worked when determining an employee's eligibility for OMFLA.

PMFLI is generally available to district employees who have earned \$1,000 in subject wages or taxable income during the alternate or base years¹, contributed to the PMFLI fund in the alternate or base years and are otherwise eligible.²

Federal and state leave entitlements generally run concurrently.

The superintendent or designee will develop administrative regulations as necessary for the implementation of the provisions of both federal and state law.

¹ The wages are not required to have been earned for work in the district.

² See OAR 471-070-1010 for additional information.

FMLA applies to districts with 50 or more employees within 75 miles of the employee's worksite, based on employment during each working day during any of the 20 or more work weeks in the calendar year in which the leave is to be taken, or in the calendar year preceding the year in which the leave is to be taken. The 50 employee test does not apply to educational institutions for determining employee eligibility.

OFLA and OMFLA applies to districts that employ 25 or more part-time or full-time employees in Oregon, based on employment during each working day during any of the 20 or more work weeks in the calendar year in which the leave is to be taken, or in the calendar year immediately preceding the year in which the leave is to be taken.

END OF POLICY

Legal Reference(s):

[ORS 332.507](#)
[ORS 342.545](#)
[ORS 659A.090](#)

[ORS 659A.093](#)
[ORS 659A.096](#)
[ORS 659A.099](#)

[ORS 659A.150 to -659A.186](#)
[OAR 839-009-0200 to -0320](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654 (2006); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2008).
National Defense Authorization Act of 2008, Public Law 110-181, § 585(a).
Americans with Disabilities Act Amendments Act of 2008.
National Defense Authorization Act for Fiscal Year 2010, Public Law 111-84, § 565.
Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9th Cir. 2014).

North Wasco County School District 21

Code: LBE
Adopted: 6/23/04
Revised/Readopted: 12/13/01; 10/27/16; 8/24/17;
8/22/19; 1/25/24
Orig. Code: LBE

Public Charter Schools

Public charter schools may be established as a new public school or a virtual public school, from one or more existing public schools in the district or a portion of the school, or from an existing alternative education program. A public charter school may not convert an existing tuition-based private school into a charter school, affiliate itself with a nonpublic sectarian school or religious institution, or encompass all the schools in the district unless the district is composed of only one school.

~~The district recognizes that public charter schools offer an opportunity to create new, innovative and more flexible ways of educating students in an atmosphere of learning experiences based on current research and development.~~

Public charter schools shall demonstrate a commitment to the mission and diversity of public education while adhering to one or more of the following goals:

1. Increase student learning and achievement;
2. Increase choices of learning opportunities for students;
3. Better meet individual student academic needs and interests;
4. Build stronger working relationships among educators, parents and other community members;
5. Encourage the use of different and innovative learning methods;
6. Provide opportunities in small learning environments for flexibility and innovation;
7. Create new professional opportunities for teachers;
8. Establish additional forms of accountability for schools; and
9. Create innovative measurement tools.

~~Public charter schools may be established as a new public school, from an existing public school or a portion of the school or from an existing alternative education program. A public charter school may not convert an existing tuition-based private school into a charter school, affiliate itself with a nonpublic sectarian school or religious institution, or encompass all the schools in the district unless the district is composed of only one school.~~

An applicant must submit a complete public charter school proposal that meets the requirements of Oregon law, and includes other information required by the district in the application process. The public charter school will be located and operated within the sponsoring district except where authorized by law.

The public charter school employer will be determined with each proposal. If the district is the employer, the terms of the current collective bargaining agreement will be examined to determine which parts of the agreement apply. If the district is not the sponsor of the public charter school, the district shall not be the employer and will not collectively bargain with public charter school employees.

The district will determine if it has any vacant or unused buildings and make a list of such buildings; buildings may be made available for public charter school use, subject to Board approval and Board policy.

Public charter school students may, upon request, be allowed to participate in district programs such as physical education, instrumental and vocal music offerings, or other selected options if space and materials are available.¹ Students must adhere to state law, Board policies, regulations, and rules concerning student conduct and discipline.

Public charter school students in grades K-8 may participate in their resident district's activities that are offered before or after regular school hours. Public charter school students in grades 9-12 may participate in their resident district's available activities that are sanctioned by the Oregon School Activities Association (OSAA) when the requirements found in Oregon law are met.

The district will not provide instructional materials, lesson plans, or curriculum guides for use in a public charter school.

~~The Board will not approve any public charter school proposal when it is deemed that its value is outweighed by any direct identifiable, significant and adverse impact on the quality of the public education of students residing in the district. To meet the eligibility criteria for Board approval, a public charter school proposal must meet the requirements of Oregon law, Board policy, and regulation. Upon request of the Board, the public charter school applicant must furnish in a timely manner any other information the Board deems relevant and necessary to conduct a complete and good faith evaluation of the public charter school proposal.~~

~~The district will determine if it has any unused or underutilized buildings. Buildings may be made available for public charter school use, subject to Board approval. Approved use may be limited to instructional purposes only. Appropriate use fees will be determined by the Board. Public charter school use outside the district's instructional day will be subject to Board policy KG – Community Use of District Facilities.~~

~~Public charter school students may, at the discretion of the Board, be allowed to participate in district programs such as physical education, instrumental and vocal music offerings, or other selected options if space and materials are available². Students must adhere to state law, Board policies, regulations, and rules concerning conduct and discipline.~~

~~Public charter school students in grades K-8 may participate in their resident district's activities that are offered before or after regular school hours. Public charter school students in grades 9-12 may participate in their resident district's available activities that are sanctioned by the Oregon School Activities Association (OSAA) when the requirements found in Oregon law are met.~~

~~The district will provide instructional materials, lesson plans, or curriculum guides for use in a public charter school on an availability basis.~~

¹ This does not apply to the Oregon law related to OSAA-sanctioned activity participation.

The public charter school employer will be determined with each proposal. If the district is the employer, the terms of the current collective bargaining agreement will be examined to determine which parts of the agreement apply. If the district is not the sponsor of the public charter school, the district shall not be the employer and will not collectively bargain with public charter school employees.

The district will annually by October 1, calculate the number of students residing in the district who are enrolled in a virtual public charter school. When the percentage is more than three percent, the district may choose to not approve additional students for enrollment to any virtual public charter school, subject to the requirements in Oregon Administrative Rule (OAR) 581-026-0305(2).

The district is only required to use data that is reasonably available to the district including but not limited to the following for such calculation:

1. The number of students residing in the district enrolled in the schools within the district;
2. The number of students residing in the district enrolled in public charter schools located in the district;
3. The number of students residing in the district enrolled in virtual public charter schools;
4. The number of home-schooled students who reside in the district and who have registered with the educational service district; and
5. The number of students who reside in the district enrolled in private schools located within the school district.

A parent may appeal a decision of a school district to not approve a student for enrollment to a virtual public charter school to the State Board of Education.

The superintendent will develop administrative regulations for public charter schools to include the proposal process, review, and appeal procedures, and charter agreement provisions.

END OF POLICY

Legal Reference(s):

[ORS 327.077](#)
[ORS 327.109](#)
[ORS 332.107](#)
[ORS Chapter 338](#)
[ORS 339.141](#)
[ORS 339.147](#)
[ORS 339.460](#)
[ORS 339.450](#)
[OAR 581-026-0005 - 0710](#)

Every Student Succeeds Act, 20 U.S.C. §§ 6311-6322 (2018).
[Senate Bill 767](#) (2023).

North Wasco County School District 21

*****New Policy*****
2nd Reading/Adoption

Code: LBEA
Adopted: 1/25/24

Resident Student Denial for Virtual Public Charter School Attendance**

The district is not required to approve a transfer of a resident student, when more than three percent of the students residing in the district are attending a virtual public charter school not sponsored by the district. The district will semiannually, [by October 1 and April 1] calculate the percentage of students residing in the district, who are attending a virtual public charter school not sponsored by the district. When the established percentage is more than three percent, the district will not approve additional students enrollment to such a virtual public charter school.

A parent must give notice to the district of intent to enroll their student in a virtual public charter school not sponsored by the district, before enrolling their student in such a school and notice of actual enrollment.

If the district is not approving the enrollment, the district must respond with a decision to not give approval within 10 calendar days of receipt of the notice of intent from the parent. Such decision must include:

1. The percentage of students in the district that attend virtual public charter schools that are not sponsored by the district, based on recent calculations;
2. The right to appeal the decision to the State Board of Education;
3. A list of two or more other online options available to the student; and
4. A copy of OAR 581-026-0305 and OAR 581-026-0310.

The district is only required to use data that is reasonably available to the district, including but not limited to the following for such calculation:

1. The number of students residing in the district enrolled in the schools within the district;
2. The number of students residing in the district enrolled in public charter schools located in the district;
3. The number of students residing in the district enrolled in virtual public charter schools;
4. The number of home-schooled students who reside in the district and who have registered with the educational service district; and
5. The number of students who reside in the district enrolled in private schools located within the school district.

A parent may appeal a decision of a district to not approve a student enrollment to a virtual public charter school to the State Board of Education under OAR 581-026-0310.

If the student was enrolled in a virtual public charter school while living in another district and has maintained continuous enrollment in such school since moving into, and residing in this district, approval is not required.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 338.125](#)

[OAR 581-026-0305](#)

[OAR 581-026-0310](#)

[House Bill 3024 \(2023\)](#).

North Wasco County School District 21

NEW POLICY
2nd Reading/Adoption

Code: EEACE
Adopted: 1.25.24

Loading and Unloading

The administration shall make arrangements to provide supervision of students during normal loading and unloading times **[at instructional sites only]**.

Buses shall be scheduled into loading areas ahead of school dismissal times whenever practical.

Students shall not be allowed off the bus at other than their regular stop without a signed note from the principal's office or parent.

END OF POLICY

Legal Reference(s):

[ORS 339.240](#)
[ORS 339.250](#)
[OAR 581-021-0050](#)
[OAR 581-053-0010\(11\)](#)
[OAR 581-053-0230\(9\)\(u\)](#)

North Wasco County School District 21

Code: IFCA-AR
 Adopted: 9/12/02
 Revised/Readopted: 5/26/04; 6/15/17; 1/25/24
 Orig. Code(s): IFCA-AR

School Site Councils ~~/Shared Decision Making~~

The district shall have Site Councils at each school. Site Councils shall consist of the following:

Membership:

Membership shall include the following:

<u>Membership</u>	<u>Selection</u>	<u>Requirements</u>
Teachers, required	Elected by licensed	Shall serve teachers at school site
Classified, required	Elected by classified	Shall serve employees at school site
Building Administrator or designee, required	Appointed by building administrator or designee	Shall serve
Parents of students, required	Appointed by parents of students at that site	Shall serve by a process to be defined by the Board
Community member(s), other building staff member(s), students	Determined by the Board, appointed by the council	May serve

Organization

Each Site Council should:

- Establish length of terms on the council.
- Establish staggered terms which maintain continuity of service on the council.
- Select chair and other officers as necessary.
- Establish time and location of meetings.
- Select a code of conduct.
- Maintain recorded agendas and minutes.
- Determine method of communication to Board, Superintendent regarding ongoing council projects.

Duties

Within the parameters established above, Site Councils shall be responsible for the development of plans to improve the professional growth of the school staff, the improvement of the school's instructional program, the development and coordinator of plans for the implementation of programs under ORS Chapter 329 at the school, the

administration of grants-in-aid for the professional development of teachers and classified employees as provided for in Oregon Revised Statutes and Oregon Administrative Rules and advising the Board in the development of a plan for school safety and student discipline under ORS 339.333. Additional duties shall be set by Board policy.

Purpose

1. The development of plans to improve the professional growth of the district’s staff.
2. The improvement of the school’s instructional program.
3. The development and coordination of plans for the implementation of programs at the school in accordance with Oregon’s Educational Act for the 21st Century.
4. The administration of grants-in-aid for the professional development of teachers and classified employees.
5. Perform additional duties as assigned by the Board.

Operating Philosophy

All position statements and/or recommendations developed by a school site council shall be consistent with effective school tenets, the district’s mission statement, guiding principal and Board adopted district goals.

Membership

Each school site council shall consist of employees and parents with a direct connection to the particular school site and such other individuals as provided by statute and as determined by the Board or its designee. Oregon Revised Statute (ORS) 329.704 stipulates that “not more than half of the members shall be teachers” and “not more than half of the members shall be parents.” Parents and teachers shall be equally represented in the district. School site councils shall be formed and structured as follows:

Category	Selection Process	Members	Term ¹
Teachers ²	Elected by peers	2-4 (No more than half of the committee)	1-3 years
Classified ²	Elected by peers	1	2 years
Principal	Superintendent	1	Continuous
Parents	Elected by parents of students attending the school	2-4 (No more than half of the committee)	1-3 years

¹Length of term of licensed, classified, parent to be determined by lot; to provide for sequential continuity.

²A nonpaid service as provided per ORS.

Membership Election Process

Election of teachers and classified member as well as parent(s) of students attending the school shall occur on or before November 1 of each year.

Council Structure/Operation

~~Each school site council shall designate a chair and such other officers as deemed appropriate. The site council will submit, for Board approval, a proposed plan of operation that shall include, but not be limited to:~~

- ~~1. Officers;~~
- ~~2. Manner in which meetings will be conducted;~~
- ~~3. Agenda development/distribution/storage;~~
- ~~4. Decision making process;~~
- ~~5. Procedure for public, staff and student input;~~
- ~~6. Yearly goals and objectives;~~
- ~~7. Provisions for ongoing communication with the superintendent.~~

~~If the Board determines that a school site is unable to fulfill the requirement of the 21st Century Schools Council as outlined in this policy, or if the needs of a school site require a different composition, the Board shall establish the 21st Century Schools Council in a manner that best meets the educational needs of the district.~~

Limitation of Site Council Authority

The district mission, beliefs, goals, priorities, strategic plan and policies shall continue to be established at the district level and approved by the Board. These establish the guiding framework within which Site Councils will develop school improvement plans.

All Site Councils decisions are subject to superintendent and Board review and approval, respectively, Site Council decisions shall not abrogate any provisions of the district's collective bargaining agreements, other Board contracts, Board Policy or law, except through the waiver process.

~~Whenever a school site council's position statement or recommendation conflicts with a recommendation of another school committee, the school's site council's recommendation shall prevail.~~

~~No council shall have the authority to override an action of administrative rule/regulation, administrative decision or Board policy without first having gained approval from the superintendent and the Board, respectively. Site council decisions may not abrogate any provision of the district's collective bargaining agreements or Oregon and federal statutes nor shall a site council interfere with the duties, responsibilities and rights of the duly elected Board.~~

Public Meetings Law

~~School Site Councils the duties of which include developing recommendations for Board consideration or carry out duties on behalf of the Board,~~ shall follow the notice, meeting and record-keeping requirements of Oregon's [the](#) Public Meetings Law.

North Wasco County School District 21

Code: **JECBA-AR (1)**
Revised/Reviewed: 6/08/00; 6/09/04; 10/24/13; 4/28/16; 12/13/18; 5/23/19; 5/27/21
Orig. Code(s): JECBA-AR

Procedures for Admission of Exchange Students

The following procedures govern the admission of foreign exchange students to North Wasco County School District 21.

1. J-1 Exchange Visitor Students

a. Approved Sponsoring Organizations

Those organizations sponsoring J-1 exchange students, which are approved by the Council on Standards for International Educational Travel and North Wasco County School District 21 may place exchange students in the district for a maximum of one school year.

b. Number of Students Enrolled

(1) The following foreign exchange programs will be allowed to place students in the district's high school.

- (a) American Field Service;
- (b) Rotary;
- (c) E.F. Foundation for Foreign Study;
- (d) International Cultural Exchange Services (ICES).
- (e) International Student Exchange

A ratio of 1 per 100 students will be used to determine the number of exchange students admitted to the district's high school. Equitable consideration will be given to all approved organizations, while North Wasco County School District 21 will make placement decisions at their discretion. Individual programs will be limited to three students per year. [Foreign exchange programs not listed may request approval for student placement through the Superintendent's Office.](#)

c. Prior Notice

Sponsoring organizations shall notify the district when a host family has been selected within the district boundaries no later than August 1 for first trimester enrollment, October 31 for second trimester enrollment and February 15th for third trimester enrollment. During that time, specific student placement information must be provided.

d. Required Placement Information

The following student placement information must be provided by the sponsoring organization, according to the time requirements stated above:

- (1) Evidence that the enrolling exchange student has adequate English language proficiency to study effectively in a U.S. high school:
 - (a) An English proficiency test, of the district's own design or choosing may be administered, and will supersede all other tests;
 - (b) If an organization places a student who, upon arrival, is deficient in English language proficiency, as deemed by the district, the organization will do one of the following:
 - (i) Terminate the student's placement;
 - (ii) Provide and pay for tutorial help until the student reaches proficiency, as determined by the district.
- (2) An official document from all academic institutions attended from grade seven to the present, with an accompanying English translation, indicating courses studied and grades received;
- (3) Immunization record, completed on the official Oregon form, indicating compliance with Oregon regulations;
- (4) Verification of health and accident insurance coverage, with a minimum limit of \$15,000 coverage;
- (5) The name of the sponsoring organization's local contact person, street address and daytime telephone number;
- (6) The host family's name, street address, home and work telephone numbers;
- (7) The legal parent's name, street address and telephone number.

e. Age Limitations

Exchange students must be at least 15 years of age, but may not have reached their 19th birthday, on the day of enrollment.

f. Course Assignment

- (1) Exchange students will be enrolled as full-time students.
- (2) The sponsoring organization's policies regarding course assignment will be given consideration in the assignment of classes.

g. Academic Considerations

- (1) **Grades** - Exchange students will be graded and evaluated academically.
- (2) **Credits** - Exchange students will be granted credits for successfully completed course work.

- (3) **Diplomas** - Exchange students who successfully complete assigned course work will be awarded an honorary diploma. Exchange students who successfully complete state and district graduation requirements may be awarded a regular diploma.
- (4) **Graduation** - Exchange students who successfully complete assigned course work will be allowed to participate in commencement exercises.

h. Financial Responsibilities

- (1) The district will provide no financial assistance or benefits to exchange students.
- (2) Exchange students will be responsible for school fees and expenses.

i. Rights and Privileges

- (1) Exchange students will be subject to the same policies, regulations, rules of conduct and attendance requirements as regular students.
- (2) Exchange students will be accorded all the rights and privileges of students, except as noted, during their period of enrollment.

j. Registration

- (1) The exchange student must present himself/herself for registration prior to the first day of classes for the current semester.
- (2) At the time of registration, the exchange student will be provided a form, to be signed by him/her, the host family and a representative of the sponsoring organization, indicating compliance with the conditions as stated in this policy.

k. Revocation or Suspension of Sponsoring Organization

Should the guarantee or documentation provided by a sponsoring organization prove invalid, further acceptance of exchange students from that organization will be dependent upon proof of compliance with district policy. The burden of proof rests with the sponsoring organization.