Public

SILETZ VALLEY SCHOOLS

BOARD FOLDER

REGULAR SESSION

Siletz Valley Schools

Regular Meeting Agenda

September 22, 2020

5:30pm

Via Zoom Virtual Meeting

Visit siletzschools.org for link to join meeting

- 5:30 Call to Order and Roll Call
- II. Public Participation: The Board welcomes comments and questions from the public. If you wish to address the Board this evening, please fill out a blue slip available on the table outside the door and hand to the Board secretary. We ask that you limit your comments to five minutes. If more than one person will be addressing the same topic, we ask that you appoint a spokesperson. The Board Chair will recognize you at your turn.
- III. Consent Agenda
 - a. August Meeting Minutes
- IV. 5:45** Superintendent's Report
- V. 6:00 Information Items
 - a. Financial Reports
- VI. 6:05 Action Items
 - a. Approval of Checks and Deposits
 - b. Approval of ESD Contract
- VII. 6:15 pm Adjournment

^{**}Times are a guideline and items may be discussed sooner or later than the time listed.

SILETZ VALLEY SCHOOLS REGULAR BOARD MEETING AGENDA

ITEM:	AUG 25 TH I	BOARD MI	NUTES					
TOPIC:	MINUTES							
PREPARI BY:	E d d	R TUPOU						
WILL BE	PRESENT	ED BY:	DR. TUP	OU				
TYPE OF	ITEM:	Consent X	Informa	tion 🗆	Discussio	on 🗆 Dec	cision 🗆	
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SILETZ VALLEY SCHOOLS

Regular Board Zoom Meeting Minutes

August 25, 2020

Members present: Stuart Whitehead, Reggie Butler Jr, Christina Bushnell, Larry Parker, and Sam Tupou

Mike Darcy absent

Guest: Katle Lindstrom

5:53 PM Ca

Call to Order and Roll Call

No Public Participation

Information Items

a. Financial Reports

Action Items

a. Approval of Checks and Deposits

SVS Checking Account

Check numbers & deposits that were processed from July 1 through July 31, 2020.

Check numbers 2050-2083 (34 AP checks) and 6428-6432 (5 payroll checks) for a total of \$107,945.56

3 Payroll direct deposit for a total of \$10,932.07

Employer paid payroll expenses total of \$13,533.00

SVS Checking Account Deposits

- 1 Deposits s#80 for a total of \$103,055.62 (1 Void #80 for \$361,109.00 Posted to wrong account in error, see MM #87 deposit
 - 1 Transfer from SVS Money Market to Checking in the amount of \$150,000.00

SVS MM Account

1 Deposit #87 for a total of \$361.109.00

Reggie made a motion to approve the July checks and deposits, Christina seconded and the motion carried.

SILETZ VALLEY SCHOOLS

Regular Board Zoom Meeting Minutes

August 25, 2020

Page Two

Superintendent's Report

- Working on the new online programs and introducing them to parents
- Teachers in-service will begin Monday, August 31 September 4, 2020
- September 8 11 for online curriculum preparation
- Thank you, Christina for helping teachers have access to the program

Registration, Katle Lindstrom

197 students if everyone returns (we ended last school year with 223 students)

No facilities report

No Fall sports update

Eddyville has agreed to allow SVS to have access to their licensed nurse. A meeting is scheduled to work out details.

Next School board meeting is September 22, 2020

SVS-CTSI Joint meeting scheduled for September 15 (probably a Zoom meeting)

Action Items continued:

Approval of Personnel Changes

Jesse Bird, Comprehensive Distance Learning

Nessa Arnold, Literacy Coach

Reggie made a motion to approve, Christina seconded and the motion carried.

Adjournment

Christina made a motion to approve, Reggie seconded and the motion carried.

SILETZ VALLEY SCHOOLS REGULAR BOARD MEETING AGENDA

ITEM: SUPERINTENDENT'S REPORT
TOPIC: SUPERINTENDENT'S REPORT
PREPARED DR TUPOU BY:
WILL BE PRESENTED BY: DR. TUPOU
TYPE OF ITEM: Consent □ Information ☒ Discussion □ Decision □
DESCRIPTION OF AGENDA ITEM:
Superintendent's Report/Information
:
RECOMMENDATION:
Superintendent's Report/Information
ADDITIONAL MATERIAL Attached: Yes ⊠ No □ Available: Yes ⊠ No □

SILETZ VALLEY SCHOOLS SCHOOL BOARD September 22, 2020

Superintendent's Report

Fall Reopening:

The first day of school was delayed from September 14 to September 16 for safety precautions. On September 16, we began a "soft start" to the school year to work out technology issues, and for teachers to get familiar with the Edmentum (Exact Path and Courseware) online programs. Some students were able to connect with their teachers. But we're hoping to see more students when we officially start September 21.

Enrollment:

As of Thursday, 16th, enrollment is at 195. At the end of the 2019-2020 school year, we ended with 223 students. We are aware several students will not return but their new school(s) have not requested their cum file(s).

School Year	Beginning Enrollment Count	Ending Enrollment Count
2018-19	192 total (123 k-8 + 69 hs)	205 (126 + 79)
2019-20	241 (157 + 84)	223 (147 + 76)
2020-21	195 (134 + 61)	??

COVID Metrics:

For three weeks in a row, Lincoln County has met the metrics for the K-3 in-person exceptions. This is based on $\leq 30/100,000$ case/population and $\leq 5\%$ test positivity rate. Additionally, the district has had two weeks of meeting the metrics needed for Hybrid instruction. This is based on $\leq 10/100,000$ case/population and $\leq 5\%$ test positivity rate. In the next two weeks, the district will be watching the metrics closely. If the numbers remain the same or improve, they are planning to bring some kids back for in-person learning by early October. They're targeting mostly Kindergarten, CTE/shop and Special Ed students for assessment. We'll continue to monitor the metrics and see what the district does and make adjustments if need be.

Facilities update: Food/Facilities/Maintenance: (Joe Bailey)

Fall sports update: Athletics/Activities: (Pat McKnight)

Next Board Meeting: The next regular school board meeting is October 27, 5:30

SVS-CTSI Joint meeting: Not yet scheduled

Be sure to visit the School's website at <u>www.siletzschools.org</u>, and check out our Facebook page at <u>https://www.facebook.com/siletzvalleyschools</u>

Sam Tupou, Supt/Prin.

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SILETZ VALLEY SCHOOLS REGULAR BOARD MEETING AGENDA

ITEM: SVS - AUGUST FINANCIAL	•
TOPIC: CHECKS AND DEPOSITS	
PREPARED DR TUPOU BY:	
WILL BE PRESENTED BY: DR. TUPOU	
TYPE OF ITEM: Consent ⊠ Information ⊠ Discussion □	Decision
DESCRIPTION OF AGENDA ITEM:	
SVS Checking Account Check numbers & deposits that were processed from August 1 through Check numbers 2084-2105 (22 AP checks) and 6433-6441 (9 pay total of \$42,659.24 17 Payroll direct deposit for a total of \$46,317.39 Employer paid payroll expenses total of \$39,694.67 SVS Checking Account Deposits 1 Deposits #82 for a total of \$100,444.71 1 Transfer from SVS Money Market to Checking in the amount of SVS MM Account 2 Deposits #88-89 for a total of \$184,505.00	roll checks) for a
RECOMMENDATION:	
Need to be acknowledge in minutes	· · · · · · · · · · · · · · · · · · ·

SILETZ VALLEY SCHOOLS REGULAR BOARD MEETING AGENDA

APRIL 23, 2019

ITEM: ESD 2020-21 CONTRACT
TOPIC: ESD 2020-21 CONTRACT
PREPARED DR TUPOU BY:
WILL BE PRESENTED BY: DR. TUPOU
TYPE OF ITEM: Consent X Information □ Discussion □ Decision □
DESCRIPTION OF AGENDA ITEM: Review and Approve ESD Contract
RECOMMENDATION:
Approve ESD Contract
ADDITIONAL MATERIAL Attached: Yes ⊠ No □ Available: Yes ⊠ No □



LINN BENTON LINCOLN EDUCATION SERVICE DISTRICT INTERAGENCY AGREEMENT

This AGREEMENT is made and entered into, and shall take effect, this 1st day of July, 2020 pursuant to the authority granted in Oregon Revised Statutes ("ORS") Chapter 190, by and between the LINN BENTON LINCOLN EDUCATION SERVICE DISTRICT ("LBL") and the SILETZ VALLEY CHARTER SCHOOL ("the District"), both parties being governmental entities of the State of Oregon.

RECITALS:

- 1. LBL is an education service district formed under ORS Chapter 334 and authorized by ORS 334.175 to provide services to school districts.
- 2. The District is a charter school of LBL and desires to receive the services as described below from LBL.

WITNESSETH

LBL and the District, in consideration of the mutual promises contained herein, agree as follows:

SECTION I: TERM

Unless earlier terminated, this Agreement shall be effective until June 30, 2021.

SECTION II: OBLIGATIONS OF LBL

LBL agrees to provide those program services specifically identified in Appendix A – Scope of Services including Administrative/Business; Cascade Regional; Information Services; Network Services; Special Education & Evaluation Services; and Student & Family Support.

SECTION III: OBLIGATIONS OF THE DISTRICT

The District agrees to the requirements identified in Appendix A – Scope of Services as specified under "District/Program Responsibilities."

SECTION IV: TERMINATION

If LBL or the District shall fail to fulfill in a timely and proper manner the obligations of this Agreement, or shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement prior to expiration of its term by giving written notice of such termination to the other, and specifying the effective date

thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by LBL or the District under this Agreement shall, at the option of the District, become the District's property, and LBL shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, neither party shall be relieved of liability for damages sustained by LBL or the District by virtue of any breach of the contract by either party. The District may withhold any payments to LBL for the purpose of offset until such time as the exact amount of damages due the District from LBL is determined.

SECTION V: ACCOUNTING

For audit purposes, the District shall, upon reasonable prior notice and during normal business hours, have access to and may inspect all of LBL's records relating to performance of this Agreement.

SECTION VI: INDEMNITY

LBL and the District each shall be responsible for any damages to person or property caused by the intentional or negligent acts of their own officers, employees, and agents, to the extent permitted and to the limits prescribed by the Oregon Tort Claims Act (ORS 30.260-30.300).

SECTION VII: MISCELLANEOUS PROVISIONS

- 1) Successors and Assigns. The terms and conditions of the Agreement shall inure to the benefit of the parties and their successors only. No assignment to the benefit of third parties is allowed. Nothing in this Agreement, expressed or implied, is intended to confer upon any other party, other than the parties hereto or their respective successors, any rights, remedies, obligations, or liabilities under or by reason of this Agreement except as expressly provided in this Agreement.
- 2) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Oregon.
- 3) <u>Counterparts</u>: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 4) <u>Titles and Subtitles</u>: The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- 5) Notices: Unless otherwise provided herein, any notice, request, certificate or instrument required or permitted under this Agreement shall be in writing and shall be deemed "given" upon personal delivery to the party to be notified, or three business days after deposit with the United States Postal Service or Interdistrict Courier.

- 6) <u>Prevailing Party Fees</u>. If any action at law, in equity, or by arbitration is taken to enforce or interpret the terms of the Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which such party may be entitled, including fees on appeal.
- 7) <u>Amendments and Waivers</u>. Any Amendment or Waiver of this Agreement must be made in writing and is effective and binding only when signed by the parties hereto.
- 8) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
- 9) <u>Arbitration.</u> Any controversy of claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration in Linn County, Oregon, pursuant to the arbitration rules of the Linn County District Court. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 10) Entire Agreement. This is the entire Agreement between the parties with respect to the subject matter hereof and supersedes all other written and oral agreements.

IT IS SO AGREED THIS 17th DAY OF 5 [to be completed by last signatory]	
LINN BENTON LINCOLN EDUCATION SERVICE DISTRICT Tonya Ewrist Tonya Everest, Superintendent	SILETZ SCHOOL DISTRICT Sam Tupou 97FGE125A95D4F7 Sam Tupou, Superintendent
9/17/2020	9/17/2020
Date	Date
905 4 th Avenue SE Albany, OR 97321 Tax ID Number: 93-6000628	PO Box 247 Siletz, OR 97380 Tax ID Number:



LINN BENTON LINCOLN ESD INTERAGENCY AGREEMENT APPENDIX A SUMMARY

SILETZ VALLEY SCHOOLS

Service Description	(2018-2019) 5/3/20 ADMr	Dec. 2019 SECC	Cost per ADMr/SECC	Total Program Cost
Business Services				
BIS	200.58		\$19.26	\$3,863
Network				, , , , , , , , , , , , , , , , , , , ,
ISP - 30Mbps of bandwidth				\$260
iboss	200.58		\$3.10	\$622
Information Systems		WALE .		
SIS	200.58		\$24.19	\$4,852
Argos	200.58		\$6.37	\$1,278
TOTAL				\$10,875

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SILETZ VALLEY SCHOOLS IGA Business Information Systems – Infinite Visions

LBL Responsibilities:

Pursuant to Section II: Obligations of LBL of this IGA, LBL agrees as follows:

- 1. To provide administrative and technical support for the Infinite Visions Business Information System ("BIS").
- 2. To assist the District in improving the business information management environment by recommending process and system improvements.
- 3. To operate a data center, including network infrastructure and services, application and database servers and to host, support and maintain the Infinite Visions BIS hardware and applications.
- 4. To provide a support help desk for District office and site staff.
- 5. To provide configuration control and change management processes to meet system requirements and baselines as established by agreement with Tyler Technologies.
- 6. To adopt reasonable measures to limit the District's exposure to the potential loss and/or damage to its data, including the preparation and storage of backup data. However, the parties hereto expressly agree that LBL is not a guarantor and is only required to use reasonable care in its performance of these duties. LBL is also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data.
- 7. To provide administration of the system including: creation and maintenance of user accounts, file rights and permissions, disk space management, server health, anti-virus protection, passwords and acceptable use policies. Along with monitoring the system, LBL will notify the District of any problems or issues found that may present a current or future problem.
- 8. To respond within a reasonable time to other needs, concerns and issues that arise in relation to the rights and obligations under this Agreement.

LBL is not responsible for:

- 1. Costs associated with the purchase of hardware or software products outside of the core Infinite Visions software and hardware system.
- 2. Any necessary software licensing fees outside of the core Infinite Visions software and hardware system unless identified as a purchased and supported Add-On Module below in Section III 2) of this Agreement.
- 3. Any services, equipment, or additional projects beyond the scope of this proposal. This includes, but is not limited to, the following:
- 4. Engineering and/or design required to implement new software packages or hardware platforms.
- 5. Platform operating system conversions at the district level.
- 6. Custom programming, reporting, or scripting.
- $7. \ \ \, \text{Any other services not specified herein.}$
- 8. Costs associated with providing data extract to district or other parties.
- 9. Subcontracting. None of the services described herein shall be subcontracted without the prior written consent of the District.

District/Program Responsibilities:

- 1. Budget sufficient resources to provide the District's share of the costs. If either party wishes to add functionality to the hardware or software to address its unique District requirements not required by business advisory partners, the change will be reviewed by the business advisory partnership to ensure no negative impacts will occur to other participating districts. If the change is implemented solely within the District, the District will pay for that change in its entirety. If multiple districts wish to participate, the cost will be distributed proportionally by ADM.
- 2. Add-On Modules are available for additional district cost:
 - Student Accounting
 - ESchoolMall
 - Time and Attendance
 - AESOP Substitute Tracking
 - Web Applicant Tracking Software
 - Accounts Receivable
 - Warehousing
- 3. LBL will support districts through obtaining consortium prices and/or providing group training facilities and/or providing help desk support. Please contact LBL for additional information for these or other add-on modules.
- 4. To ensure the accuracy of conversion data prior to loading into the Infinite Visions BIS database.
- 5. To respond to requests for data review in a timely matter.
- 6. To ensure the District's successful implementation and ongoing use of Infinite Visions BIS by releasing staff for adequate periods of time to provide training and advice.
- 7. To allow LBL to perform scheduled systems maintenance. The District acknowledges that such system maintenance may periodically and temporarily disrupt system accessibility, that such periodic and temporary disruptions are a necessary part the services to be performed hereunder, and that such periodic and necessary disruptions shall not give rise to damages or otherwise provide a basis for legal action or termination of this Agreement.
- 8. To pay LBL for services identified above utilizing Tier 2 and/or district funds as indicated on the attached **Appendix A Summary**.



SILETZ VALLEY SCHOOLS IGA Internet Service Provider (ISP)

LBL Responsibilities:

Pursuant to Section II: Obligations of LBL of this IGA, LBL agrees to provide the following:

- 1. Serve as the District's Internet Service Provider (ISP) and provide Internet connectivity service and client addressing. Specific services include:
 - a. Lease of IP addresses owned by LBL for use by the District, delivered by static assignment or DHCP service from equipment provided by the District. The number of IP addresses available to the District is determined by the LBL Network Services Program Administrator as equitable to regional distribution. LBL is able to accommodate 20% regional IP usage growth for the term of this contract without use of NAT.
 - b. As the use of NAT addressing becomes the more practical option for some client access, LBL will provide available private address space as needed to allow continued compatibility with existing systems and services. Lead time of 90 days is expected for provision of private address space.
 - c. To provide support as needed to enable District systems and equipment to distribute private or leased addresses, and on site DNS services. In the event that the District is unable to provide equipment for this purpose, LBL will provide minimally configured hardware for the express purpose of address assignment and DNS.
 - d. DNS resolution services from the LBL Data Center forwarded to District equipment on site.
 - e. Appropriate route information to allow use of the Service through the LBL regional WAN.
 - f. Bandwidth to and from the Internet as available to the District by their connection to LBL and as defined by the LBL Network Services Program Administrator as equitable to regional distribution. The service goal for available regional bandwidth is to maintain more bandwidth than is actually needed as an average of real usage.

District/Program Responsibilities

- 1. With regard to ISP services, the District agrees to negotiate and maintain data connectivity services to the LBL Data Center for service delivery. The District agrees to use this connectivity and service as the default route from their network.
- 2. The District may use these services for the District's equipment and content only, and may not delegate or sub-contract the service to other entities.
- 3. To pay LBL for services identified above utilizing Tier 2 and/or district funds as indicated on the attached **Appendix A Summary**.



SILETZ SCHOOL DISTRICT IGA <u>iBoss Services</u>

LBL Responsibilities:

Pursuant to Section II: Obligations of LBL of this IGA, LBL agrees to provide Network Services. Specific activities include, but are not limited to, the following:

- 1. iBoss License/CIPA Filtering including:
 - a. automated Internet content filtering providing capabilities and District control as defined by the LBL DTAC (District Technology Advisory Committee),
 - b. District internet access will be routed and processed though filtering systems (iBoss) hosted by LBL.
 - c. LBL will provide a baseline configuration for the District and grant District technology staff access and documentation needed to make modifications to baseline configuration.
 - d. Customization and modification may include the use of bypass functionality for server type equipment only, not student or staff workstations.

District/Program Responsibilities

- 1. Related to iBoss/CIPA Filtering;
 - a. The District may request specific customization and modifications of the baseline configuration; the time involved will be subject to existing agreements for time and support.
 - b. District technology staff is expected to monitor existing access and configurations, and make or request changes as needed to maintain acceptable use based on their District's needs.
 - c. The District agrees to negotiate and maintain data connectivity services to the LBL Data Center for service delivery. The District agrees to use this connectivity and service as the default route from their network. The District agrees to use this connectivity and service as the default route from their network.
- 2. The District may use these services for the District's equipment and content only, and may not delegate or sub-contract the service to other entities.
- To pay LBL for services identified above utilizing Tier 2 and/or district funds as indicated on the attached Appendix A Summary.



SILETZ VALLEY SCHOOLS IGA Student Information Systems/Argos

LBL Responsibilities:

Pursuant to Section II: Obligations of LBL of this IGA, LBL agrees as follows:

- 1. To provide computerized student information system services and support, including software, support, documentation, and training, as noted in Addendum A.
- 2. To offer the district opportunities to participate in ongoing assessment of services and identification of recommended changes and modifications.
- 3. To provide software enhancements and new modules when needed or appropriate.
- 4. To provide project-specific conversion/implementation plan agreements that clarify mutual and individual responsibilities and commitments for the implementation process.
- 5. To provide, from 7:30am to 5:00pm Pacific Time, Monday through Friday (LBL holidays and emergency closure days excepted) telephone, fax, and email-supported assistance.

District/Program Responsibilities

- 1. To pay LBL based upon average resident daily membership. ADMr count will be as reported to ODE for prior fiscal year. All services provided to the District shall be paid for by the District directly to LBL within 60 days of receipt of invoice(s).
- 2. The District shall pay for conversion costs and initial startup training required to implement this agreement, if any, as described in Appendix A Summary when applicable.
- 3. The District agrees to accept responsibility for ensuring it maintains upgrading processes for hardware, software, and network capability, in order to keep current with the long-term strategies of LBL delivery of software applications.
- 4. The District shall accept responsibility for maintaining effective user access security procedures, including encouraging all of its users to keep their passwords confidential and to change their passwords periodically.
- 5. The District grants to LBL the right to access information contained in all computer files as needed for maintenance, troubleshooting and support.
- 6. LBL owns and retains rights to all software, documentation, training materials, and other materials it has created. This agreement provides for the District to use this Intellectual Property while this agreement is in effect, but does not provide for or permit the District to share, sell, sublicense, duplicate, or otherwise transmit any of the LBL Intellectual Property to any other entity.
- 7. To provide a primary district contact person for the work.
- 8. To deliver content for changes and updates in a timely fashion.
- 9. To pay LBL for services identified above utilizing Tier 2 and/or district funds as indicated on the attached **Appendix A Summary**.