



BOARD OF
EDUCATION
Portland Public Schools
Regular Meeting
June 15, 2021

VIRTUAL MEETING

*In light of current public health concerns related to COVID-19, this meeting will take place virtually.**

Under the provision of ORS 192.670, the meeting will be streamed live:
<https://www.youtube.com/user/ppsccomms/live>

To request to sign-up for public comment please send an email with your first and last name, and topic to PublicComment@pps.net, or call Kara Bradshaw at 503-916-3906. Requests for Public Comment will be processed in the order that they are received, and should be received by 12:00 pm on the day of the meeting. Once your spot is confirmed, instructions for addressing the board will be sent to you via email.

Public comment related to an action item on the agenda will be heard immediately following staff presentation on that issue. Public comment on all other matters will be heard during the "Public Comment" time. This meeting may be taped and televised by the media.

AGENDA

- I. 6:00 pm - Opening
- II. 6:05 pm - Statements for Board Leadership Positions
- III. 6:25 pm - Consent Agenda: Resolutions 6318 through 6322 *Vote- Public Comment Accepted*
 1. Resolution 6318: Approval of the Index to the Minutes
 2. Resolution 6319: Expenditure Contracts
 3. Resolution 6320: Revenue Contracts
 4. Resolution 6321: Resolution Rescinding Resolution 6267, Renewal of the Charter Agreement with Opal Charter School
 5. Resolution 6322: Resolution to Approve a Cost-of-Living Adjustment for Non-Represented Employees for Fiscal Year 2021-22
- IV. 6:35 pm - Student and Public Comment
- V. 6:50 pm - Student Representative's Report
- VI. 6:55 pm - Superintendent's Report
- VII. 7:05 pm - Update: State of the Arts
- VIII. 7:25 pm - Update: Fall Reopening
- IX. 7:40 pm - Strategic Plan
- X. 8:20 pm - Impose Taxes and Adoption of the 2021-22 Budget for School District No. 1J, Multnomah County, Oregon (Resolution 6323) *Vote- Public Comment Accepted*
- XI. 8:35 pm - Amendment No. 2 to the Fiscal Year 2020-21 Budget for School District No. 1J, Multnomah County, Oregon (Resolution 6324) *Vote- Public Comment Accepted*
- XII. 8:45 pm - Superintendent's Performance Appraisal 2020-21 (Resolution 6325) *Vote- Public Comment Accepted*
- XIII. 9:05 pm - Second Reading of Policy Revisions
 1. 4.50.032-P Complaint Policy (Resolution 6326)
 2. 8.60.040-P Responsible Technology Use Policy (Resolution 6327)
 3. 1.80.020-P Anti-Harassment / Non-Discrimination Policy (Resolution 6328)
 4. 4.30.060-P Student Anti-Harassment and Dating Violence Policy (Resolution 6329)
 5. 5.10.060-P Workplace Harassment (Resolution 6330)
 6. 5.10.064-P Professional Conduct Policy (Resolution 6331)
- XIV. 9:25 pm - Second Reading of Policy Rescissions (Resolution 6332)
 - 1. 4.30.070-P Teen Dating Violence/Domestic Violence Policy
 - 5.10.030-P Grievance Procedure - Sex Discrimination
 - 5.10.062-P Sexual Harassment-Staff to Student
- XV. 9:30 pm - Other Business / Committee Referrals
- XVI. 9:35 pm - Adjourn

Portland Public Schools Nondiscrimination Statement

Portland Public Schools recognizes the diversity and worth of all individuals and groups and their roles in society. The District is committed to equal opportunity and nondiscrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service.

RESOLUTION No. 6318

The Following Index to the Minutes are offered for Adoption:

- May 25, 2021 – Regular Meeting



Index to the Minutes

(Draft for Approval)

Regular Meeting

May 25, 2021

Attendance

Present: Chair Lowery, Directors Bailey, Brim-Edwards, DePass, Kohnstamm, Moore, Scott; Student Representative Shue

Absent: None

<u>Index</u>	<u>Page</u>
Actions Taken.....	02
6303 Resolution Affirming Support for the Albina Vision and Authorizing First Right of Offer	04
6304 Resolution to Recognize May as Asian American and Pacific Islander Heritage Month.....	07
6305 Approval of the Index to the Minutes	09
6306 Expenditure Contracts.....	10
6307 Revenue Contracts	12
6308 2021/2022 Board Meeting Calendar	13
6309 Approval of Head Start Policy Council Recommendation.....	14
6310 Authorizing the Early Termination of De La Salle North Catholic High School in Order to prepare for the Benson Campus at Kenton Elementary School Located at 7528 N Fenwick Avenue, Portland, Oregon	15
6311 District Council of Unions and School District No. 1J, Multnomah County, Oregon, Letter of Agreement - quarantine pay	16
6312 Resolution Accepting the Superintendent’s Designee’s Emergency Declaration and Approving an Exemption from the Competitive Bidding Requirements to Allow the District to Utilize Funds from COVID-19 Public Health Emergency Allocations.	17
6313 Resolution to Urge Legislators to Adequately Fund K-12 Public Schools	19
6314 Resolution Authorizing Pension Bonds and Related Matters	20
6315 Southeast Enrollment and Program Balancing Process Phase 2 Process and Charge.....	54
6316 Resolution to Prepare for Full-Time Reopening of In-Person Learning for the 2021-22 School Year	56
6317 Budget Committee Approval of the 2021-22 Budget and The Imposition of Property Taxes.....	58

Actions Taken

- **Resolution 6303: Affirming Support for the Albina Vision and Authorizing First Right of Offer**

Director Brim-Edwards moved and Director Bailey seconded the motion to approve Resolution 6303, Resolution Affirming Support for the Albina Vision and Authorizing First Right of Offer. The motion was put to a voice vote and passed (7-yes, 0-no), with student Representative Shue voting yes.

Director Scott Bailey: Yes, Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Rita Moore: Yes, Director Andrew Scott: Yes; Student Representative Shue: Yes

- **Resolution 6304: Resolution to Recognize May as Asian American and Pacific Islander Heritage Month**

Director Kohnstamm moved and Director Brim-Edwards seconded the motion to approve Resolution 6304, Resolution to Recognize May as Asian American and Pacific Islander Heritage Month. The motion was put to a voice vote and passed (7-yes, 0-no), with Student Representative Shue voting yes (unofficial).

Director Scott Bailey: Yes, Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Rita Moore: Yes, Director Andrew Scott: Yes; Student Representative Shue: Yes

- **Consent Agenda – Resolutions 6305 through 6312**

Director Scott moved and Director Kohnstamm seconded the motion to approve the consent agenda, including Resolutions 6305 through 6312. The motion was put to a voice vote and passed (7-yes, 0-no), with Student Representative Shue voting yes (unofficial).

Director Scott Bailey: Yes, Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Rita Moore: Yes, Director Andrew Scott: Yes; Student Representative Shue: Yes

- **Resolution 6313: Resolution to Urge Legislators to Adequately Fund K-12 Public Schools**

Director Bailey moved and Director Moore seconded the motion to accept the posted proposed amendments to Resolution 6313 provided by Director Moore. The motion was put to a voice vote and passed (7-yes, 0-no), with Student Representative Shue voting yes (unofficial).

Director Scott Bailey: Yes, Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Rita Moore: Yes, Director Andrew Scott: Yes; Student Representative Shue: Yes

Director Brim-Edwards moved and Director Scott seconded a motion to amend the resolution statement number 2 to read: The Portland Public Schools Board of Education urges legislators to publicly state their intention to adequately fund public schools. The motion was put to a voice vote and passed (7-yes, 0-no), with Student Representative Shue voting yes (unofficial).

Director Scott Bailey: Yes, Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Rita Moore: Yes, Director Andrew Scott: Yes; Student Representative Shue: Yes

Director Kohnstamm moved and Director Bailey seconded the motion to approve Resolution 6313, Resolution to Urge Legislators to Adequately Fund K-12 Public Schools, as amended. Voice vote (7-yes, 0-no) Shue yes.

Director Scott Bailey: Yes, Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Rita Moore: Yes, Director Andrew Scott: Yes; Student Representative Shue: Yes

- **Resolution 6314: Resolution Authorizing Pension Bonds and Related Matters**

Kohnstamm moved and Director Scott seconded the motion to approve Resolution 6314, Authorizing Pension Bonds and Related Matters. The motion was put to voice vote and passed (7-yes, 0-no) with student representative Shue voting yes.

Director Scott Bailey: Yes, Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Rita Moore: Yes, Director Andrew Scott: Yes; Student Representative Shue: Yes

- **Resolution 6315: Southeast Enrollment and Program Balancing Process Phase 2 Process and Charge**

Director Bailey moved and Director Scott seconded the motion to approve Resolution 6315, Southeast Enrollment and Program Balancing Process Phase 2 Process and Charge. The motion was put to a voice vote and passed (7-yes, 0-no), with Student Representative Shue voting yes (unofficial).

Director Scott Bailey: Yes, Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Rita Moore: Yes, Director Andrew Scott: Yes; Student Representative Shue: Yes

- **Resolution 6316: Southeast Enrollment and Program Balancing Process Phase 2 Process and Charge**

Director Scott Moved and Director Bailey seconded the motion to approve Resolution 6316, Resolution to Prepare for Full-Time Reopening of In-Person Learning for the 2021-22 School Year. The motion was put to a voice vote and passed (7-yes, 0-no), with Student Representative Shue voting yes (unofficial).

Director Scott Bailey: Yes, Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Rita Moore: Yes, Director Andrew Scott: Yes; Student Representative Shue: Yes

- **Resolution 6317: Budget Committee Approval of the 2021-22 Budget and the Imposition of Property Taxes**

Director Bailey moved and Director Scott seconded the motion to approve Resolution 6317: Budget Committee Approval of the 2021-22 Budget and the Imposition of Property Taxes. The motion was put to a voice vote and passed (7-yes, 0-no), with student representative Shue voting yes (unofficial)

Director Scott Bailey: Yes, Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Rita Moore: Yes, Director Andrew Scott: Yes; Student Representative Shue: Yes

RESOLUTION No. 6303

Resolution Affirming Support for the Albina Vision and Authorizing First Right of Offer

RECITALS

- A. In 2019, the PPS Board of Education adopted “PPS reimagined,” a community-driven vision for what we want to be true for the graduates, system, and educators of Portland Public Schools (PPS). This ambitious vision represents the values and aspirations of thousands of Portland students, families, staff, partners, and members of the community and articulates our foundational and enduring belief in Racial Equity and Social Justice: We believe in the fundamental right to human dignity and also believe that generating an equitable world requires an educational system that intentionally disrupts—and builds leaders to disrupt—systems of oppression.
- B. A decade after the PPS Board of Education adopted a historic Racial Educational Equity Policy that held racial equity and social justice as central tenets to our decisions and actions, PPS is determined to bring about racial justice, pushing a counter narrative for our Black, Native and Students and Families of Color. Through an updated [Racial Equity and Social Justice Framework and Plan](#), PPS continues its steadfast commitment to creating access to an array of possibilities and new opportunities for students, especially students of color, aligning our cultural norms, practices, and structures so that they center the lived experiences and hopes of our Black, Native and Students of Color, developing culturally responsive practices, including equitable budgeting, and strengthening our partnerships with culturally specific community-based providers to tailor individual supports to the needs of our students.
- C. An important aspect of this work is the acknowledgement of the permanence of the cultural and institutional racism that has existed in our system since its inception. Racist practices that advantage white students and disadvantage students of color have been reinforced by racist cultural narratives, beliefs, and norms. Six years before Oregon proposed a state constitution banning Black people from entering, residing, or acquiring property, Portland Public Schools, Oregon’s now-largest school system, was established. For close to 170 years, PPS failed to respond to struggles of communities of color—especially Black and Native American students. This pattern started when William Brown, a resident of Portland in the 1860s, tried to enroll his children in one of Portland’s only two public elementary schools, launching what would be the first recorded case of racism against Black children in Portland Public Schools.
- D. While our commitment to calling out and eradicating systems of oppression is clear in our words, plans, and values, we also know that cultural and institutional racism continues to produce disparities and negatively impact the lives of our students of color, but specifically for Black students. Reflecting on our community’s vision for PPS, our core values and educational system shifts, along with the acknowledgement of persistent, racialized predictors for student outcomes, we are called to strategically utilize and invest resources in a targeted and culturally responsive manner to achieve racial equity and social justice. Grounded in the belief that culturally-specific organizations are uniquely positioned to partner with PPS to support our racial equity and social justice goals, we continue our commitment to partner with culturally-specific and multiracial organizations.
- E. On June 11, 2020, the PPS Board of Education unanimously approved Resolution 6130. In this resolution, the Board declared that the lives of Black students and our Black community matter and committed to working with the Superintendent and the Portland community to create the conditions for every student, especially our Black and Native students who experience the greatest challenges, to realize the vision of the Graduate Portrait. It further commends the Superintendent and the District’s leadership for its bold commitment to center the lived experiences of our students and apply a racial equity and social justice lens to all high-leverage decisions.
- F. On July 28, 2020, the PPS Board of Education unanimously approved Resolution 6150. In that resolution, the Board included in the proposed 2020 bond the modernization of Jefferson High School and the development of a community-inspired Center for Black Student Excellence, as a physically built environment, and as a designated hub for culturally responsive education, immediate and long-term plans, and culturally specific partnerships to advance Black student achievement in PPS. On November 3, 2020, the voters of Portland approved the 2020 general obligation bond,

Bond Measure 26-215, with an overwhelming 75 percent approval, making way for the first phase of design and planning of investments in North and Northeast Portland facilities.

- G. Together, the Center for Black Student Excellence and the Jefferson High School modernization will rally students, families, and community stakeholders to develop a coherent set of strategies that will positively impact student achievement and outcomes while affirming Black student identity, and will include promoting and supporting culturally responsive/sustaining teaching and learning, from cradle to career. These two investments towards the schools in the heart of what was once the Albina community, will serve as a concrete—literally and figuratively--investment in our Black communities. It will reinforce and anchor our schools as centers of our communities, connecting a constellation of community schools, such as Boise Eliot/ Humboldt Elementary, Dr. Martin Luther King Jr. Elementary, Tubman Middle School, and Jefferson High School, and Black-led community-based organizations in the Albina Neighborhood.
- H. Albina was once a thriving, creative, and affordable neighborhood consisting of Black-owned businesses, homes, and faith institutions. It was the cultural capital of Portland with world class jazz venues, environmental justice initiatives, and education models created for and by Black Portlanders. Decades of disinvestment, urban renewal, and racist public policy disintegrated the neighborhood. The Albina Vision Trust (AVT) is a nonprofit organization created to steward the neighborhood's rebirth through the thoughtful transformation of the 94-acres of lower Albina.
- I. The Albina Vision is anchored in a comprehensive and long-term commitment to develop a community where honoring the past inspires us to build a better future. AVT seeks to create a youth-centered community in lower Albina designed to create opportunities for Portland's next generation of Black people to build wealth and reclaim home. A new neighborhood in the city would allow for intentional design for the safety of Black and brown children in the urban environment.
- J. In addition to an array of strategic efforts, Portland Public Schools recognizes that shaping learning environments to elevate Black identity and Black excellence will contribute to eliminating the racial achievement gap for every student.
- K. The Metro Regional Government, City of Portland, and philanthropic partners are current funders of the Community Investment Plan, a year-long district planning process to advance the Albina Vision. The Albina Vision also benefits from broad support across community, civic, advocacy, and business groups.
- L. The work of the Albina Vision Trust and the Black community in Portland to reclaim the Albina community is similar to the push for equitable access to public education, especially for our Black students and their families. This push has long been a key component of the civil rights movement and fight for racial justice and builds on the legacy of advocacy for Black children in Portland, and catalyzed by the social movements for Black Lives.
- M. Additionally, PPS acknowledges that Portland institutions and citizens participated in redlining and structurally organized policies, zoning, and planning that restricted or prevented Black, Indigenous, and communities of color from land ownership, and led to their disproportionate displacement through "urban renewal" or gentrification.
- N. With the recognition of our role, we know that as current caretakers of this ancestral land, the District recognizes its fiduciary responsibility to preserve and maintain its real property assets in a manner that will serve current students and future generations.
- O. The Portland Public Schools real estate property, Blanchard Education Service Center (BESC), sits at the center of the lower Albina neighborhood, and a key to the neighborhood's rebirth towards a youth-centered community.
- P. In June 2000, Multnomah County and Portland Public Schools entered into a 99-year lease for the use and occupancy of a part of the BESC by the County. The lease also granted Multnomah County rights of first opportunity and first refusal to purchase the BESC .

- Q. Institutions—especially Portland Public Schools--have a moment, an opportunity to lead, not with race-neutral plans, but with an anti-racist agenda that amplifies an intergenerational healing process among students, their families, and our community.

Resolved

Therefore, be it resolved that the Board:

- A. Authorizes the Superintendent to enter into an agreement with Albina Vision Trust, granting AVT a right of first offer on its lower Albina Blanchard Educational Service Center property.
- B. Authorizes the Superintendent to amend the lease between PPS and Multnomah County to subordinate the County's purchase rights to Albina Vision Trust, if AVT acquires any such rights. The School Board thanks Multnomah County and its Board of Commissioners for its partnership and for generously agreeing to this amendment.
- C. Stands firmly behind the *Albina vision*, a community-led reinvention and transformation of the 94-acres of lower Albina, from which thousands of primarily Black residents were forcibly displaced over decades of urban renewal. In this effort, we will stand shoulder to shoulder with the AVT and the Black community, to develop a youth-centered community in lower Albina that creates opportunities for Portland's next generation of Black people to learn, build wealth and reclaim home. This reinvention of the Albina neighborhood would also allow for intentional design for the safety of Black and brown children in the urban environment while at the same time providing the housing and community stability that supports education.
- D. Stands strongly in its commitment to authentically listen, learn and partner with our community's Black elders and listen to our Black youth to address the cultural and institutional racism that has existed in our system since its inception. This includes Black-led organizations and community based organizations accountable to Portland's Black community.
- E. Commits to affirming our community's long-held belief to lead with a robust Racial Equity and Social Justice agenda to center the lived experiences of our Black students, families, educators, and staff in our actions, decisions, and words.

Resolution No. 6304

Resolution to Recognize May as Asian American and Pacific Islander Heritage Month

RECITALS

- A. Asian American and Pacific Islander Heritage Month in the United States was celebrated beginning in 1978 and was made into a month-long event in 1992, to honor and recognize the contributions of the diverse Asian Americans and Pacific Islanders community.
- B. Asian & Pacific encompasses all of the Asian continent and the Pacific islands of Melanesia (New Guinea, New Caledonia, Vanuatu, Fiji and the Solomon Islands), Micronesia (Marianas, Guam, Wake Island, Palau, Marshall Islands, Kiribati, Nauru and the Federated States of Micronesia) and Polynesia (New Zealand, Hawaiian Islands, Rotuma, Midway Islands, Samoa, American Samoa, Tonga, Tuvalu, Cook Islands, French Polynesia and Easter Island). The identity and fluidity of AAPI community members is diverse and complex.
- C. During Asian American and Pacific Islander (AAPI) Heritage Month, we acknowledge people of Asian and Pacific Islander heritage who live and work in Oregon, contributing meaningfully to Oregon's and the United States' economy, culture, education, politics, arts, literature, science and technological developments despite institutional and systemic injustices designed to prevent and limit these achievements and contributions.
- D. Asian Americans and Pacific Islanders are among the fastest growing communities in Oregon and Multnomah County. This migration has been both voluntary and forced due to war, economic opportunity, environmental degradation and other circumstances in their native countries.
- E. During AAPI Heritage Month we acknowledge the additional determination, hard work, and perseverance, people of AAPI heritage must put forth to be heard and seen and that these additional efforts are a result of inequitable institutional and systemic injustices.
- F. The historic lack of a curriculum reflecting the diverse AAPI cultures and heritages and the harm of stereotypes has an adverse impact on AAPI students, who need culturally-relevant social, emotional and academic supports to achieve and thrive in our schools. The adoption and implementation of a culturally-relevant curriculum benefits Asian American & Pacific Islander students as well as mental health supports that are language inclusive and culturally specific and greater data disaggregation, especially for Pacific Islander communities.
- G. Portland Public Schools has many enrolled Asian American, Pacific Islander students, and students who identify with AAPI heritage;
- H. Asian American and Pacific Islander employees serve PPS students in a diverse cross section of roles and contribute to the accomplishment of PPS's mission at every level within every department and division of the District; students benefit from continuing efforts to elevate AAPI teachers, principals, school and central office staff as representation from these diverse communities is important for all our students, especially AAPI students.
- I. Our families and our school communities honor and preserve the linguistic and cultural assets of students through student clubs, programs such as our Dual Language Immersion, Ethnic Studies, Critical Race Theory courses, and the option to obtain a Seal of Biliteracy upon graduation

- J. The Dual Language Immersion programs in PPS honor and enrich the diverse backgrounds of our heritage and native Chinese, Japanese and Vietnamese speakers, while exposing non-native speakers to diverse multilingual and multicultural perspectives;
- K. Our district and our community is strengthened by the support and advocacy of organizations like IRCO Asian Family Center and Asian Pacific American Network of Oregon (APANO).
- L. Oregon has a long history of discrimination against members of the AAPI community, and racially motivated discrimination and harassment is at a high with a national and local spike in hate crimes against the broader Asian American Pacific Islander community.
- M. AAPI community members have been disproportionately impacted by incidences of hate and discrimination during the COVID-19 pandemic, and these experiences have disproportionately impacted our AAPI youth.

RESOLVED

The Portland Public Schools Board of Education recognizes May as Asian American and Pacific Islander Heritage Month and strongly encourages our staff and community to observe, recognize, and celebrate the culture, heritage, and contributions of Asian American and Pacific Islanders to our country, our state, our cities, and our schools.

The PPS Board of Education and Superintendent Guerrero sees our diverse Asian American and Pacific Islander students and staff, strongly denounces this violence against our Asian American and Pacific Islander community members, and continues to explore and embrace ways to support Asian American and Pacific Islander students in our schools.

The PPS Board of Education supports Oregon State Representative Khanh Pham's legislative proposal to combat anti-Asian hate and bias crimes by fully funding a culturally-responsive bias response hotline, enhancing data collection efforts, establishing a bias crime victim's relief fund and continuing to invest in culturally-specific affordable housing.

RESOLUTION No. 6305

The Following Index to the Minutes are offered for Adoption

- May 11, 2021 – Regular Meeting

RESOLUTION No. 6306

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

RECITAL

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
2KG Contractors, Inc.	5/26/21 through 10/31/21	Construction C 90117	Partial re-roof and ADA upgrades at MLC. Invitation to Bid – Construction 2021-2957	\$2,758,500	C. Hertz Fund 456 Dept. 5511 Project DS006
2KG Contractors, Inc.	5/26/21 through 10/30/22	Construction C 90115	Seismic rehabilitation at Lent. Invitation to Bid – Construction 2021-2956	\$5,807,000	C. Hertz Fund 458 Dept. 5511 Project DS020
Skyward Construction	5/26/21 through 12/30/21	Construction C 90118	New roof and fall protection at Duniway. Invitation to Bid – Construction 2021-2953	\$2,960,000	C. Hertz Fund 456 Dept. 5511 Project DS006
Luminal Lighting, LLC	5/26/21 through 12/31/21	Construction C 90095	Replace lighting fixtures at BESC. Invitation to Bid – Construction 2021-2951	\$158,690	C. Hertz Fund 101 Dept. 5592
Harrang Long Gary Rudnick P.C.	5/26/21 through 6/30/22	Legal Services LS 90127	Provide legal assistance to the District on an as-needed basis. Direct Negotiation – Legal Services PPS-46-0525(13)	\$300,000	L. Large Fund 101 Dept. 5460
Ameresco, Inc.	7/1/21 through 6/30/24 Option to renew for one additional two year term through 2026	Services S 90130	Provide troubleshooting and repair assessment of BAS/HVAC mechanical issues across all District buildings as needed. Request for Proposals 2021-2950	Original Term: \$1,875,000 Total through renewals: \$3,125,000	C. Hertz Fund 101 Dept. 5592
Curriculum Associates, Inc.	5/26/21 through 5/26/27	Digital Resource DR XXXXX	Purchase of Ready Classroom Teacher Toolbox on a subscription basis. Approved Special Class Procurement – Copyrighted Materials and Creative Works PPS-47-0288(4)	\$4,452,509	K. Cuellar Funding Source Varies

NEW COOPERATIVE PURCHASING AGREEMENTS

No New Cooperative Purchasing Agreements

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

No New IGAs

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Administrator, Funding Source
Multnomah County Service District (MESD)	3/5/21 through 6/30/21	Intergovernmental Agreement IGA 90000 Amendment 1	Adds equity fund allocation for contracted alternative school to increase the variety of CTE programming and the number of participating students.	\$142,444 \$173,112	K. Cuellar Fund 251 Dept. 5485 Grant HW500
Mt. Scott Learning Center	3/9//21 through 6/30/21	Personal Services PS 89761 Amendment 1	Adds equity fund allocation for contracted alternative school to improve staff compensation packages and staff retention rate. Request For Proposals 2015-2021	\$113,575 \$160,890	K. Cuellar Fund 251 Dept. 5485 Grant HW500
First Response, Inc.	10/1/19 through 9/30/21	Services S 68554 Amendment 5	Alarm response and patrol. Adding funds for for increased patrols due to vandalism and break-ins as a result of school closures or reduced hours of operation. Request For Proposals 2019-2661	\$325,000 \$1,095,064	C. Hertz Fund 101 Dept. 5530

RESOLUTION No. 6307

Revenue Contracts that Exceed \$150,000 Limit for Delegation of Authority

RECITAL

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) to enter into and approve all contracts, except as otherwise expressly authorized. Contracts exceeding \$150,000 per contractor are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW REVENUE CONTRACTS

No New Revenue Contracts

NEW INTERGOVERNMENTAL AGREEMENTS / REVENUE (“IGA/Rs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
State of Oregon	3/13/20 through 9/30/23	Intergovernmental Agreement/Revenue IGA/R 90131	Elementary and Secondary School Emergency Relief (ESSER) funds for Columbia Regional Program.	\$1,287,669	K. Cuellar Fund 205

AMENDMENTS TO EXISTING REVENUE CONTRACTS

No Amendments to Existing Revenue Contracts

RESOLUTION No. 6308

Calendar of Regular Board Meetings School Year 2021-22

RESOLUTION

The Board of Education hereby adopts the below calendar as its schedule of Regular Board Meetings for the upcoming 2021-22 school year. Regular Board meetings are held at 501 North Dixon Street, Portland, Oregon, 97227, and, unless otherwise noticed, begin at 6:00pm on Tuesdays. Board meetings may be held in a school building, or virtually. Virtual meetings will also be live streamed.

July 13, 2021	January 11, 2022
July 27, 2021	January 25, 2022
August 10, 2021	February 8, 2022
August 24, 2021	February 22, 2022
September 14, 2021	March 1, 2022
September 28, 2021	March 15, 2022
October 12, 2021	April 5, 2022
October 26, 2021	April 19, 2022
November 2, 2021	May 10, 2022
November 16, 2021	May 24, 2022
December 14, 2021	June 14, 2022
	June 28, 2022

RESOLUTION No. 6309

Approval of Head Start Policy Council Recommendation

RECITALS

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. Portland Public Schools Policy Council recommends the approval of the Budget/Planning Recommendations for Fiscal Year 2022.
- D. Prior to development of the annual budget and submission of the Federal and State grant applications, budget and program priorities are developed with Head Start Parent Policy Council Attached you will find the minutes from the budget priorities meeting developed by the Parent Policy Council with Head Start staff.
- E. Priorities are developed depending on available funding.

RESOLUTION

- 1. The Board of Directors for Portland Public Schools, School District No. 1J, Multnomah County, Oregon, approves the Head Start Policy Council recommendations as stated above.

RESOLUTION No. 6310

Authorizing the Early Termination of De La Salle North Catholic High School in Order to Prepare for the Benson Campus at Kenton Elementary School Located at 7528 N Fenwick Avenue, Portland, Oregon

RECITALS

- A. Board Resolution No. 5859 Authorizing Benson Campus Master Plan Revisions & Updates identified Kenton Elementary as a swing site during the modernization of the Benson Campus.
- B. The De La Salle North Catholic High School (De La Salle) lease will expire on July 31, 2021.
- C. De La Salle owes nearly three-hundred thousand dollars in past due rent \$300,000.
- D. The Benson Campus will be relocated to Marshall High School and Kenton during the summer of 2021 in preparation for an August 2021 construction start.
- E. Early termination of the De La Salle lease will assure that De La Salle will vacate Kenton in a timely manner without the need for judicial remedy and will provide time to prepare Kenton for occupancy by Alliance at Benson, DART / Clinton, and Reconnection Services during the construction of the Benson Campus.
- F. Early termination terms will provide for the partial recovery of past due rent without the need for judicial remedy.
- G. The parties have reached the terms of an early termination subject to the approval of the School Board of Education.

RESOLUTION

- 1. The Board hereby authorizes the early termination of De La Salle North Catholic High School lease.
- 2. The Board hereby authorizes the Deputy Clerk to execute the Early Termination Agreement and other required documents in a form approved by District General Counsel and to terminate the De La Salle North Catholic High School lease so that Kenton can be prepared as a swing site for the District's students during the construction of the Benson Campus and some of the past due rent can be recovered without the need for judicial remedy.

RESOLUTION No. 6311

District Council of Unions and School District No. 1J, Multnomah County, Oregon,
Letter of Agreement - quarantine pay

RECITALS

- A. The District Council of Unions approached PPS about entering into an agreement so that employees who are required to isolate as a result of COVID-19 do not suffer a loss of pay.

RESOLUTION

The Superintendent is authorized and directed to execute the Letter of Agreement between the District Council of Unions and School District No. 1J, Multnomah County, Oregon, as provided to the Board of Education and filed in the record of this meeting.

RESOLUTION No. 6312

Resolution Accepting the Superintendent's Designee's Emergency Declaration and Approving an Exemption from the Competitive Bidding Requirements to Allow the District to Utilize Funds from COVID-19 Public Health Emergency Allocations.

RECITALS

A. The Portland Public Schools Board of Education has recognized the tremendous impact that the COVID-19 pandemic has had on the nation, Oregon, and all public entities, including the District.

B. The pandemic has had a significant impact on District students and families, and they need as much support as possible during this time. The Board also specifically recognizes that COVID-19 has disproportionately impacted Black, American Indian/Alaska Native, and Latino/a/x, Pacific Islander communities; students experiencing disabilities; and students and families navigating poverty.

C. Students, families, and educators have been resilient in the face of the many challenges that have been presented by the pandemic. Nevertheless, many students have experienced interrupted learning and inconsistent connections with their peers. Many students also continue to have challenges meeting basic needs such as food, shelter and wellness, and support for mental, social, and emotional health.

D. The Oregon legislature has funded and the Department of Education has allocated approximately \$14.7 million dollars to PPS to be used for specifically delineated summer educational and enrichment programs and activities designed to mitigate the impacts of the public health emergency, specifically the social and emotional health and welfare of students and families, created by the COVID-19 pandemic ("Funds"). These Funds must be used by September 30, 2021, and students need the services these Funds will provide as soon as possible.

E. The Superintendent's Designee has found that the conditions created by the pandemic qualify as an emergency for the purposes of ORS 279B.080 and District Policy and Administrative Directives.

F. Oregon Revised Statutes 279.010(1)(f) and 279B.080 and District Policy 8.50.090-P allow the District to enter into public contracts without competitive bidding if an emergency exists. ORS 279A.010(1)(f) defines emergency as "circumstances that:

(A) Could not have been reasonably foreseen;

(B) Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; **and**

(C) Require prompt execution of a contract to remedy the condition.

District policy 8.50.100-P provides that the Board, as the Local Contract Review Board, has delegated its authority under the Public Contracting Law to the District Superintendent and their Designees, who are required to make all public purchasing processes comply with applicable state public contracting law. The Superintendent's Designee seeks to utilize the District's emergency public contracting provisions for immediate negotiation and execution of contracts with one or more qualified contractors, service providers, and providers of goods and materials for the following purposes:

- a. To assist the District in its response to the public health emergency created by unforeseeable circumstances of the COVID-19 pandemic and the Oregon Legislature's passage of HB 5024-A and companion Senate legislation.
- b. To take all necessary action, including the provision of non-educational services necessary for such support and programs, and to deliver supplemental education and learning support to students during the months of May through September, 2021.

G. The emergency public contracts will enable the District to provide the following services:

- *Summer Academic Support Grants*: Funds to provide summer school programs for high school students to acquire academic credits needed to stay on-track for graduation. Support for students experiencing disability and English learner services also must be provided. Approximately \$71.9 million of state funding will be provided to support 75% of the estimated cost associated with these programs. The remaining 25% will be provided by using other state, local, or federal funds, including, but not limited to, funding from the Elementary and Secondary School Education Relief (ESSER) grants.
- *Summer Enrichment/Academic Program Grants*: Provides funding for the District to offer services for K-8 students for: (1) enrichment activities (including but not limited to: robotics, dance, martial arts, art, music, outdoor programs, etc.); (2) academic learning and readiness supports (including but not limited to: summer school, bridge programs, transition programs, etc.); and/or (3) social-emotional and mental health services. Support for students experiencing disability and English learner services must be provided. Approximately \$93.4 million of state funding will be provided to support 75% of the estimated cost associated with these programs. The remaining 25% will be provided by using other state, local or federal funds, including, but not limited to, funding from the several Elementary and Secondary School Education Relief (ESSER) grants.
- *School Child Care Grants*: Provides a supplemental grant opportunity for Title I eligible school districts to provide wrap-around child care services for K-5 students that participate in summer academic and enrichment programs supported through the Summer Enrichment/Academic Program Grant.

Approximately \$40.0 million in state and federal funds will provide 100% of the costs related to these programs.

RESOLUTION

Therefore, it is resolved that:

1. The Board of Education thanks PPS families and employees for their hard and innovative work to serve and support students to the fullest extent possible during the COVID-19 pandemic. The Board also thanks students for their perseverance, adaptability, and dedication during the pandemic and for their commitment to their education.
2. To address the time constraints created by the unforeseen legislation and take full advantage of the resources available to assist students and families this summer, the District must promptly execute contracts. Use of standard public contracting procedures for services, goods, and materials is not feasible, as it would result in unacceptable delays and possible loss of Funds and resulting loss of services to students. Any delay would have an immediate detrimental impact on students and their families, as well as staff.
3. An emergency declaration accepted by the District's Local Contract Review Board is consistent with the emergency needs of the District. The circumstances presently existing meet those contemplated in ORS 279A.010(1)(f) and ORS 279B.080 as an emergency. The Board hereby approves the Superintendent's Designee's Emergency Declaration and authorizes the Designee to enter into such contracts as necessary to provide the services and allocate the Funds as described above. Such contracts shall not exceed a total value of \$10 (ten) million dollars.

RESOLUTION No. 6313

Resolution to Urge Legislators to Adequately Fund K-12 Public Schools

RECITALS

- A. Adequately funding public education to serve students and families is among the most critical responsibilities of the Oregon State Legislature.
- B. Portland Public Schools intends to permanently return to full-time in-person instruction in the fall of 2021, if allowed by federal and state public health authorities.
- C. In order for PPS to provide its minimum current level of service to students, with the same number of teachers and same number of school days, the Legislature must allocate \$9.6 billion to the State School Fund.
- D. The budget framework released by the co-chairs of the Joint Ways and Means Committee included a \$9.3 billion allocation to the State School Fund, which would create a \$300 million gap in funding for K-12 schools.
- E. This funding gap would create an \$11.1 million dollar operating deficit in the 2021-22 Portland Public Schools fiscal year budget, equal to the cost of 3 days of school or 106 licensed teachers.
- F. The Superintendent's current proposed budget, which assumes the \$9.3 billion, is an inadequate level of funding which will significantly inhibit the district's ability to address pandemic-related learning loss and trauma.
- G. Special revenue funds from the state Student Investment Account and the federal Elementary & Secondary Schools Emergency Relief Funds are specifically targeted for discrete needs to support social emotional learning and recover from pandemic learning loss and are not intended or eligible to be used to backfill reductions in general fund allocations from the State School Fund.
- H. Even a State School Fund of \$9.6 billion would be well below the Quality Education Commission's estimate of \$9.994 billion for current service level funding that would still leave total K-12 funding \$833 million (9.1%) short of full funding to achieve the Quality Education Model, adopted by the legislature in 2000.
- I. Any State School Fund allocation of less than \$9.6 billion would critically undermine the intent of the Student Success Act and set back the district's progress in developing and expanding equity-focused initiatives and programs that serve historically marginalized students and families.

RESOLVED

- 1. In light of the remarkably positive recent revenue projections for the next 3 biennia, the Portland Public Schools Board of Education exhorts Oregon legislators to approve a State School Fund of \$9.6 billion at a minimum to ensure the continuation of current service level for students and families.
- 2. The Portland Public Schools Board of Education urges legislators to publicly state their intention to adequately fund public schools.

RESOLUTION NO. 6314

Resolution Authorizing Pension Bonds and Related Matters

RECITALS

A. Portland Public Schools, Multnomah County, Oregon also known as Multnomah County School District 1J (“PPS” or the “District”) is authorized by Oregon Revised Statutes (“ORS”) 238.692 to 238.698 to issue revenue bonds pursuant to ORS Chapter 287A to finance its pension liability as defined in ORS 238.692(1); and

B. The District previously issued its Limited Tax Pension Bond, Series 2002, Limited Tax Pension Bond, Series 2003, and Limited Tax Pension Refunding Bond, Series 2012 (collectively, the “Prior Pension Bonds”) to finance and refinance a portion of the District’s share of the estimated unfunded pension liability at that time; and

C. In connection with the Prior Pension Bonds, the District entered into an intercept agreement (the “Intercept Agreement”) with the State of Oregon Department of Education (“ODE”) in which ODE agreed to divert State funding for the District that is legally available to pay debt service on such bonds (the “State Education Revenues”) to a trustee for payment of the Prior Pension Bond debt service; and

D. School districts and education service districts have a pooled unfunded pension liability to the Oregon Public Employees Retirement System (“OPERS”) and, based on the District’s portion of the total school district and education service district payroll, the District’s allocated portion of the unfunded pension liability (the “Pension Liability”) is estimated to be \$326,122,015 as of December 31, 2019; and

E. ORS 238.697 requires that the District (1) obtain a statistically based assessment from an independent economic or financial consulting firm regarding the likelihood that investment returns on bond proceeds will exceed the interest cost of the bonds under various market conditions and (2) make a report (the “Report”) available to the general public that describes (a) the result of the assessment and (b) discloses whether the District has retained the services of an independent SEC-registered advisor; and

F. The Report is attached hereto as Exhibit A and the District has obtained an assessment (the “Assessment”), dated January 21, 2021 and further updated on April 15, 2021, from ECONorthwest, an independent economic consulting firm, which is attached to the Report; and

G. The District understands that the Assessment is based on facts and assumptions that are subject to change, including market projections that are anticipated to be updated by the Oregon Investment Council in June, 2021 and that in order to help evaluate the potential risk in the absence of updated market information, the Assessment was revised to include higher borrowing rate assumptions to approximate less-favorable future market conditions; and

H. Current interest rates in the bond market are below 4.50 percent, creating the opportunity for the District to finance all or a portion of its unfunded pension liability and potentially reduce its costs.

RESOLUTION

1. The Board of Directors (the “Board”) of the District hereby authorizes the issuance of full faith and credit pension bonds (“Bonds”) in accordance with this resolution and in an amount which does not exceed the amount necessary to produce net proceeds equal to the Pension Liability as reported by the OPERS’s actuary as of the expected date of the lump sum payment, plus costs of issuing the Bonds.

2. Bond proceeds may be used to pay all or a portion of the Pension Liability and to pay costs of issuing the Bonds. The District may direct that a portion of the Bond proceeds be directly paid to OPERS after closing and a portion be retained by the District for payment to OPERS over time as determined by the District's Superintendent, Deputy Superintendent of Business & Operations, Chief Financial Officer, or the person designated by any of those individuals to act under this resolution (each a "District Official").
3. As of the date of this resolution, OPERS charges the District a rate of 7.20 percent per annum on its unfunded liability because that is the assumed rate of return that OPERS expects, over the long term, to earn on its investments. Issuing Bonds at a lower rate of interest and depositing proceeds at OPERS in a Side Account ("Side Account") may reduce costs for the District if the rate of return on the Bond proceeds deposited in the Side Account exceeds the borrowing costs. To maximize the potential for the rate of return on the OPERS fund to exceed the rate of interest on the Bond, the Bond shall not be sold at a true interest cost of more than 4.0% per annum.
4. The District Official shall compare the cash flows required to pay the Bonds to the payroll rate credit currently estimated from the Side Account and determine a Bond structure which the District Official estimates will be advantageous to the District.
5. The District Official is authorized to execute a letter to be sent to OPERS requesting the necessary payoff figures and to pay any fees required in connection therewith or, if such letter has been executed prior to the adoption of this resolution, the Board hereby ratifies such action.
6. In addition, the District Official may, on behalf of the District, and without further action by the Board:
 - a. Sell or issue the Bonds in one or more series, which may be sold at different times.
 - b. Participate in the preparation of, authorize the distribution of, and deem final any official statement or other disclosure documents relating to the Bonds.
 - c. Enter into covenants for the benefit of owners of the Bonds that are intended to improve the terms under which the Bonds are issued.
 - d. Apply for ratings on the Bonds and purchase municipal bond insurance or obtain other forms of credit enhancements for the Bonds, enter into agreements with the providers of credit enhancement, and execute and deliver related documents.
 - e. Publish a notice of sale, receive bids and award the sale of each series of the Bonds to the bidder complying with the notice and offering the most favorable terms to the District, or select one or more underwriters or other lenders and negotiate the sale of any series with those underwriters or other lenders.
 - f. Appoint a trustee, registrar, paying agent, municipal advisor, bond counsel, and/or any other professionals whose services are desirable for the Bonds and negotiate the terms of and execute any agreements with such professionals.
 - g. Establish the final principal amount, payment schedule, interest rates (subject to the limit in Section 3 of this resolution), and other terms of the Bonds.
 - h. Undertake to provide continuing disclosure for the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission and any other applicable requirements of the United States Securities and Exchange Commission and any other federal agencies.

- i. Enter into one more trust agreements or similar documents, which describe the terms of the Bonds.
 - j. Execute and deliver a supplement to the Intercept Agreement and any related documents, in order to provide for diversion of State Education Revenues to a trustee to pay debt service on the Bonds, including a certificate demonstrating that State Education Revenues in each of the three most recently completed fiscal years is not less than two (2.0) times the average annual debt service on the Bonds and any other outstanding pension bonds issued under the Intercept Agreement, including the Prior Pension Bonds.
 - k. Issue any series of Bonds on a standalone basis, or as part of a pooled pension borrowing program that is expected to produce savings for the District, and enter into any agreements and execute any documents desirable to facilitate participation in that program.
 - l. Execute and deliver any agreements or other documents, and take any other action in connection with the Bonds that a District Official finds is desirable to issue the Bonds in accordance with this resolution.
7. The Bonds shall be payable from all lawfully available funds of the District and shall be secured by the District's full faith and credit and taxing power within the limitations of Article XI, Sections 11 and 11b of the Oregon Constitution as permitted by ORS 287A.315. The District may also pledge amounts under the Intercept Agreement, as it may be supplemented, to secure the Bonds.
8. This resolution shall take effect on the date of its adoption by the Board.

Exhibit A

Report on Pension Bonds

Prior to the issuance of full faith and credit pension bonds, Portland Public Schools, Multnomah County, Oregon also known as Multnomah County School District 1J (the “District”) has obtained a statistically based assessment from ECONorthwest entitled “Issuance of Pension Obligation Bonds – A Risk/Reward Analysis” updated as of April 15, 2021 (the “Assessment”) pursuant to ORS 238.697(1)(a). The Assessment was updated in order to include a fourth assumed pension bond true interest cost to help evaluate the potential risk associated with less-favorable future market conditions that may be projected in updated market information (anticipated to be available from the Oregon Investment Council in June, 2021).

The District has prepared this report pursuant to ORS 238.697(1)(b) (the “Report”).

In connection with the issuance of pension obligation bonds, the District has retained the services of Piper Sandler & Co., an independent municipal advisor registered with the Securities and Exchange Commission.

The Assessment is attached to this Report as Exhibit 1.

A description of the results of the Assessment follows:

DATE: April 15, 2021
TO: Angie Peterman, Oregon Association of School Board Officials
FROM: ECONorthwest
SUBJECT: Pension Obligation Bond Analysis Executive Summary

Introduction

ECONorthwest recently conducted an analysis to evaluate the risks and rewards of issuance of Pension Obligation Bonds (POBs) by public employers that are part of the Oregon Public Employee Retirement System (OPERS).¹ For this analysis, we assumed that officials of governmental entities receiving our report are in a position to finance such bonds. Proceeds from the POBs would be added to, or used to create, side account balances to be managed in the same way as other PERS assets, by the Investment Division of the Oregon Treasury under the guidance of the Oregon Investment Council (OIC). This executive summary outlines the motivation for issuing POBs, our analytic methodology, and findings from our analysis. Additional details about the analysis are presented in our main report.

Background

Like many other states, Oregon's PERS has seen a growing gap between the cost of PERS benefits promised to participating public employees and the funding available for those benefits, resulting in an unfunded actuarial liability (UAL). Resolving the UAL will require increasing contributions from participating public employers over a long period of time. Pension obligation bonds, if issued in an economical manner and invested in a higher yielding portfolio, can potentially improve the ability of employers to pay their share of PERS obligations to the OPERS fund. Whether or not issuance of POBs makes sense in this setting will depend upon the likely evolution of side account returns relative to true interest cost (TIC) of the POBs.

Employers may benefit if the TIC of a bond issue is low relative to the potential return opportunities of a PERS side account over the same future period as the bond issues. However, this outcome is by no means assured. The true interest cost of carrying the POB debt would be known, but the employer also has to consider the risks associated

¹ The analysis provided in this document was developed by ECONorthwest for informational purposes only. All possible professional care was taken to prepare a realistic emulation of the likely POB side account behavior, and the OPERS procedures for accommodating POBs. State of the art modeling and statistical software was employed in this exercise. It should be recognized, however, that there are practical limits to the precision with which market and agency behavior can be modeled. The generic nature of the modeling performed may or may not be relevant to the circumstances of any one public employer. Additionally, nothing herein should be construed as offering investment advice or fairness opinions for the purpose of issuing securities. For this, interested parties should seek out professional counsel.

with committing future revenue paying to the POB debt. In addition, the future rate of returns to side account deposits are not known with certainty.

Portfolio allocation and other decisions made by the OIC influence the performance of the OPERS assets, as can the timing of the issuance of POBs. The primary determinants of the risk to POB issuers are (1) uncertainty in the performance of the asset classes that comprise the side account, (2) asset allocation choices made by the trustees of that account, and (3) the interactions of these factors with the POB strategy of the public employer(s).

To quantify these risks, our analysis models side account performance over time under various market conditions and bond issuance scenarios. The results quantify the potential risks and rewards of POBs under the assumed conditions.

Methodology

The model simulates side account performance using portfolio allocation targets obtained from OIC documents, and on forecasts of anticipated asset returns, based on reports from Oregon Treasury Investment Division staff, their consultants, and OPERS actuaries. We combine this information with assumptions about side account management. Specifically, we assume:

1. Side account balances are amortized at a constant share of payroll over the remaining life of the side account (assumed to expire on 12/31/2039, during fiscal year 2040).
2. Funds equal to the relevant percent of payroll are removed from the account as employer rate relief.
3. Earnings on side account deposits are credited annually.

To characterize the distribution of potential benefits to employers of POB issuance, we conduct 20,000 simulations of side account performance over the life of the account for each of four assumed POB TICs (2.5 percent, 3.5 percent, 4.5 percent, and 5.5 percent).² Each simulation represents a different, potential future path of account returns over time. For each simulation, we compare the benefits provided to employers in the form of rate relief to the cost of bond repayment. In doing so, we quantify two important measures of risk and reward:

² The fourth TIC of 5.5% was not modeled in our original report. In lieu of updated market projections (anticipated to be available from OIC in June, 2021), the additional scenario provides an alternative means to evaluate the potential risk of less-favorable future market conditions relative to those anticipated in our original report.

- **The present value (PV) of POB issuance.** This measure identifies the current value to employers of future benefits of POB issuance (the extent to which rate relief obtained exceeds bond repayments).
- **The probability that PV is greater than zero.** This measure of risk identifies the likelihood, given the assumptions in the model, that the current value of POB issuance would prove beneficial to the employer (if PV falls below zero, POB issuance is more costly to the employer than not issuing bonds).

Summary of findings

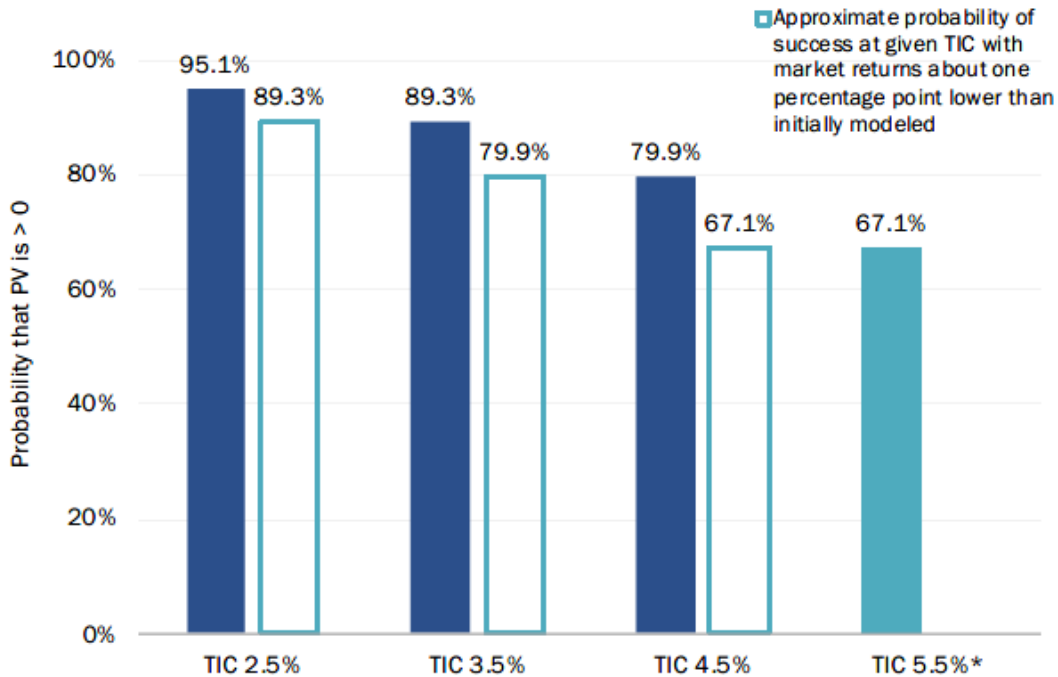
The findings presented below refer to an initial side account deposit of \$1 million. The results can be scaled to approximate the potential risks and rewards of larger or smaller deposits. For example, a \$2 million deposit would generate a benefit or loss of two times the dollar amounts shown in the charts and tables below. The probability that the PV is greater than zero depends on the TIC, not on the size of the initial deposit.

We added a fourth TIC of 5.5% to the analysis to help evaluate the potential risk associated with less-favorable future market conditions that may be projected in updated market information (anticipated to be available from OIC in June, 2021) relative to those anticipated in our original report. Output from the new scenario provides an approximate characterization of the potential risk inherent in less favorable market conditions than those modeled in the original report. For example, the 5.5% TIC scenario output is roughly analogous to a 4.5% TIC bond issue with market returns approximately one percentage point below those anticipated in our original analysis. The 4.5% TIC scenario can be similarly compared to the 3.5% TIC scenario output.

Our analysis assumes a maturity date for the bonds in fiscal year 2040. The projected annualized geometric mean return over the term of the bonds is 7.1, with a 5th percentile annualized return of 3.9 percent and a 95th percentile annualized return of 10.6 percent.

Figure 1 shows the probability that the present value of POB issuance is greater than zero. As the chart demonstrates, this probability declines as TIC increases. The solid bars show this probability for each TIC as initially modeled. The outlined bars show these probabilities based on our approximation of less favorable market conditions (e.g., at a TIC of 3.5%, the probability of a present value greater than zero is approximated by the modeled probability for a TIC of 4.5%).

Figure 1: Probability that the present value of POB issuance is greater than zero, various TICs



Source: ECONorthwest

*The fourth TIC of 5.5% was added to our analysis to help evaluate the potential risk associated with less-favorable future market conditions relative to those anticipated in our original report. For example, the 5.5% TIC scenario provides output that is roughly analogous to a 4.5% TIC bond issue with market returns approximately one percentage point below those anticipated in our original analysis. The 4.5% TIC scenario can be similarly compared to the 3.5% TIC scenario output, and so on.

Figure 2 illustrates the range (5th percentile, median, and 95th percentile) of present values obtained from the simulations for each TIC. This distribution shifts downward as TIC increases. At 2.5 percent TIC, the 5th percentile present value is close to zero. At 4.5 percent TIC the 5th percentile outcome is below zero and equal in magnitude to 16 percent of the initial deposit. For the additional 5.5 percent TIC scenario, at the 5th percentile the outcome is below zero and equal in magnitude to 22 percent of the initial deposit. These values, in combination with the probabilities described above, quantify some of the financial risks of POB issuance.

Figure 2: 5th percentile, mean, and 95th percentile present value, various TICs



Source: ECONorthwest

*The fourth TIC of 5.5% was added to our analysis to help evaluate the potential risk associated with less-favorable future market conditions relative to those anticipated in our original report. For example, the 5.5% TIC scenario provides output that is roughly analogous to a 4.5% TIC bond issue with market returns approximately one percentage point below those anticipated in our original analysis. The 4.5% TIC scenario can be similarly compared to the 3.5% TIC scenario output, and so on.

Figure 3 provides additional detail about the distribution of outcomes. As illustrated in earlier figures, outcomes at every point in the distribution are more positive at lower TICs. Present values are also somewhat more volatile at lower TICs, as evidenced by the higher standard deviations.

Figure 3: Distribution of present value and probability of a positive present value, various TICs

Rate (TIC)	2.5%	3.5%	4.5%	5.5%*
Mean	\$548,932	\$402,262	\$274,215	\$162,064
Std Deviation	\$419,122	\$370,750	\$329,071	\$293,051
Maximum	\$3,393,617	\$2,967,149	\$2,592,638	\$2,262,810
Minimum	\$(336,091)	\$(385,105)	\$(428,435)	\$(466,879)
95th Perc	\$1,322,700	\$1,088,074	\$882,791	\$703,077
90th Perc	\$1,104,226	\$893,399	\$709,810	\$548,797
75th Perc	\$770,245	\$599,774	\$450,156	\$320,087
50th Perc	\$480,961	\$342,299	\$220,903	\$114,852
25th Perc	\$248,540	\$136,280	\$38,418	\$(47,779)
10th Perc	\$85,882	\$(8,851)	\$(91,354)	\$(163,865)
5th Perc (VaR)	\$2,913	\$(82,433)	\$(157,047)	\$(222,771)
Zero Bound Perc	95.1%	89.3%	79.9%	67.1%

Source: ECONorthwest

*The fourth TIC of 5.5% was added to our analysis to help evaluate the potential risk associated with less-favorable future market conditions relative to those anticipated in our original report. For example, the 5.5% TIC scenario provides output that is roughly analogous to a 4.5% TIC bond issue with market returns approximately one percentage point below those anticipated in our original analysis. The 4.5% TIC scenario can be similarly compared to the 3.5% TIC scenario output, and so on.

Exhibit 1

Assessment

**Issuance of Pension
Obligation Bonds**
A Risk/Reward Analysis

Update

April 15, 2021

Randall J. Pozdena, PhD

Andrew Dyke, PhD

ECONorthwest

ECONOMICS • FINANCE • PLANNING

Introduction

ECONorthwest
ECONOMICS • FINANCE • PLANNING

Outline of Our Remarks

- Introduction
 - Basics of Pension Obligation Bonds (POBs)
 - Purpose of this Analysis
- Approach
 - Monte Carlo Methodology
 - Asset Return and Allocation Assumptions
 - Alternative Scenarios Modeled
- Model Findings
 - Side Account Performance and the Potential Benefits of POBs to Employers
- Implications
- Acknowledgements, Caveats and Disclaimers

This analysis was prepared to assist issuers of POBs in understanding the risks and returns of POBs under hypothetical conditions. Individuals should seek professional guidance concerning the relevance of this analysis to their circumstances.

3

Basics of POBs

- POBs are bonds issued by state or local governments to fund public employee pension obligations
 - First issued by City of Oakland in 1986 to arbitrage between tax-exempt borrowing rates and higher market investment yields of pension assets
- The Tax Reform Act of 1986 eliminated tax exemption for POBs
 - Higher yields of diversified portfolios relative to borrowing costs revived POB arbitrage opportunities in 1990s
- Still seen as a potential way to lower cost of pension funding
 - Use is heaviest by high-UAL plans (CA, IL, and OR)

This analysis was prepared to assist issuers of POBs in understanding the risks and returns of POBs under hypothetical conditions. Individuals should seek professional guidance concerning the relevance of this analysis to their circumstances.

4

Purpose of this Analysis

- Measure the potential risks and rewards of POBs
- The potential advantages of POBs to public employers depend upon the relative performance of the investment vehicle (“side account”) and POB issuance costs
 - Issuance of POBs may reduce employer costs of pension funding
 - However, high side account yields are not achieved without risk
- Key measures of POB performance
 - The mean expected net present value (PV) of side account returns relative to POB total interest costs
 - The risk profile of the PV given uncertainty about side account returns
- This update includes a fourth TIC of 5.5% that was not modeled in the original report. In lieu of updated market projections (anticipated to be available from OIC in June, 2021), the additional scenario provides an alternative means to evaluate the potential risk of less-favorable future market conditions relative to those anticipated in our original report.

This analysis was prepared to assist issuers of POBs in understanding the risks and returns of POBs under hypothetical conditions. Individuals should seek professional guidance concerning the relevance of this analysis to their circumstances.

5

Approach



Approach: Monte Carlo Simulation

- Quantifying advantages to issuers is complex
 - The future path of asset yields is not known precisely
 - Side account management and actuarial treatment of POB contributions must be emulated
- ECONorthwest uses Monte Carlo techniques to simulate uncertainty in side account performance
 - Individual asset class returns are stochastic
 - Rebalancing behaviors are linked to asset returns paths
- ECONorthwest POB model also emulates POB and Plan features
 - Alternative Total Interest Cost (TIC) of the POB issue
 - Actuarial treatment of POB contributions

This analysis was prepared to assist issuers of POBs in understanding the risks and returns of POBs under hypothetical conditions. Individuals should seek professional guidance concerning the relevance of this analysis to their circumstances.

7

Model Assumptions

- Four issuance cost (TIC) assumptions: 2.5%, 3.5%, 4.5%, 5.5%*
- Our analysis uses the portfolio target and asset returns characteristics forecast for the OIC/OST in February 2020 by Callan, an investment consultant to OST.
- Current allocation based on OPERF valuation as of 10/31/2020.
- All analyses assume a \$1 m. total POB contribution to facilitate scaling.
- Present value calculations include calculated earnings through December 2039 (assumed end of the side account) and bond costs through 2040.

*The fourth TIC of 5.5% was added to our analysis to help evaluate the potential risk associated with less-favorable future market conditions relative to those anticipated in our original report.

This analysis was prepared to assist issuers of POBs in understanding the risks and returns of POBs under hypothetical conditions. Individuals should seek professional guidance concerning the relevance of this analysis to their circumstances.

8

Asset Return and Allocation Assumptions

Asset Class	Future Returns and Volatility		Portfolio Allocation		
	Mean	St. Dev.	Range	Target	Current*
All Public Equity	--	--	27.5 - 37.5%	32.5%	29.3%
Broad U.S. Equity	7.2%	18.0%	--	16.3%	14.7%†
Global ex-U.S. Equity	7.3%	20.5%	--	16.3%	14.7%†
Illiquid alternatives	7.4%	12.5%	7.5 - 17.5%	15.0%	10.6%
Diversifying Strategies	6.0%	11.0%	0 - 5.0%	0.0%	2.1%
Fixed Income	2.8%	3.8%	15.0 - 25.0%	20.0%	20.2%
Private Equity	9.2%	26.3%	13.5 - 21.5%	17.5%	24.8%
Real Estate	7.0%	12.2%	9.5 - 15.5%	12.5%	11.0%
Risk Parity	6.3%	11.0%	0.0 - 2.5%	2.5%	2.0%

Source: ECONorthwest from Callan and OST data.

Notes:

* Current allocation is based on 10/31/2020 valuation.

† Values have been imputed using target allocations.

Asset Return and Allocation Assumptions

Asset Class Returns Correlation over Time

Asset Class	Broad US Equity	Global Ex-US Equity	Private Equity	Fixed Income	Real Estate	Illiquid Alternatives	Diversifying Strategies	Risk Parity
Broad US Equity	1.00	0.85	0.92	-0.11	0.69	0.43	0.23	0.55
Global Ex-US Equity	0.85	1.00	0.88	-0.14	0.66	0.40	0.20	0.55
Private Equity	0.92	0.88	1.00	-0.23	0.77	0.55	0.15	0.40
Fixed Income	-0.11	-0.14	-0.23	1.00	-0.06	0.02	0.15	0.45
Real Estate	0.69	0.66	0.77	-0.06	1.00	0.56	0.20	0.54
Illiquid Alternatives	0.43	0.40	0.55	0.02	0.56	1.00	0.17	0.29
Diversifying Strategies	0.23	0.20	0.15	0.15	0.20	0.17	1.00	0.33
Risk Parity	0.55	0.55	0.40	0.45	0.54	0.29	0.33	1.00

Amortization Assumptions

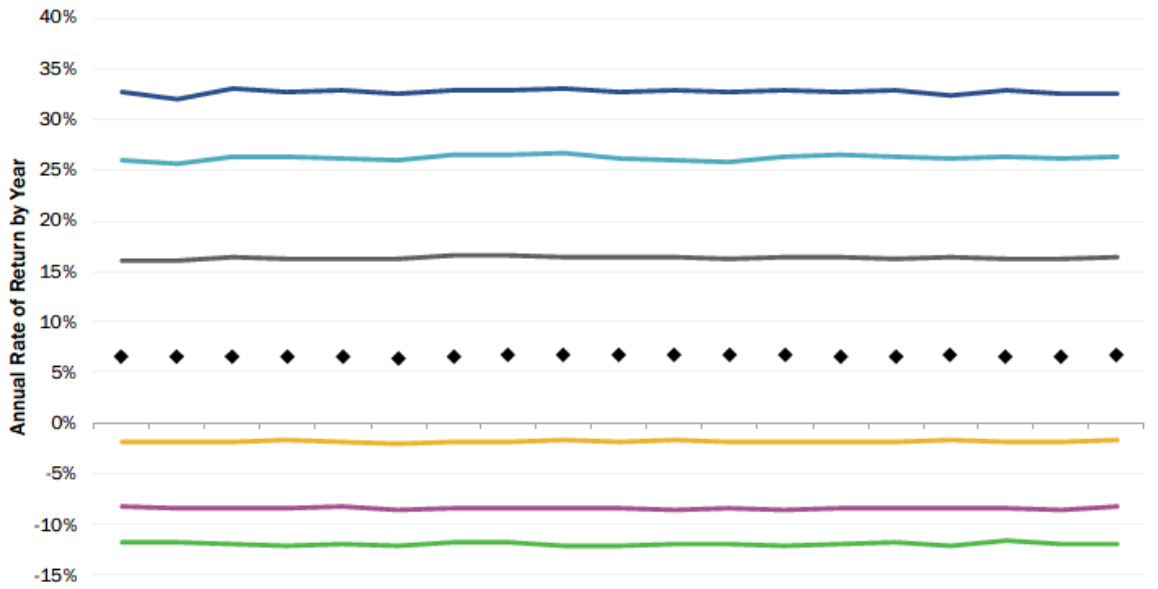
- Side account balances are influenced by amortization procedures
 - Balances amortized as a constant percent of payroll over remaining life of the side account (the account is assumed to end on 12/31/2039)
 - Each year, the percent of payroll that is determined by the amortization is taken out of the modeled side account balance for employer rate relief
 - Assumed earnings rate of 7.2% and 3.50% payroll growth rate are used in amortization
- Current plan procedures are incorporated:
 - Credited earnings and deducted transfers to the Employer Reserve for rate relief are accommodated
- Earnings are credited annually at the simulated portfolio rate of return
 - Applied to the beginning balance for the year minus one half of the amount taken out for rate relief

11

Model Results



Mean Annual Side Account Return and Range

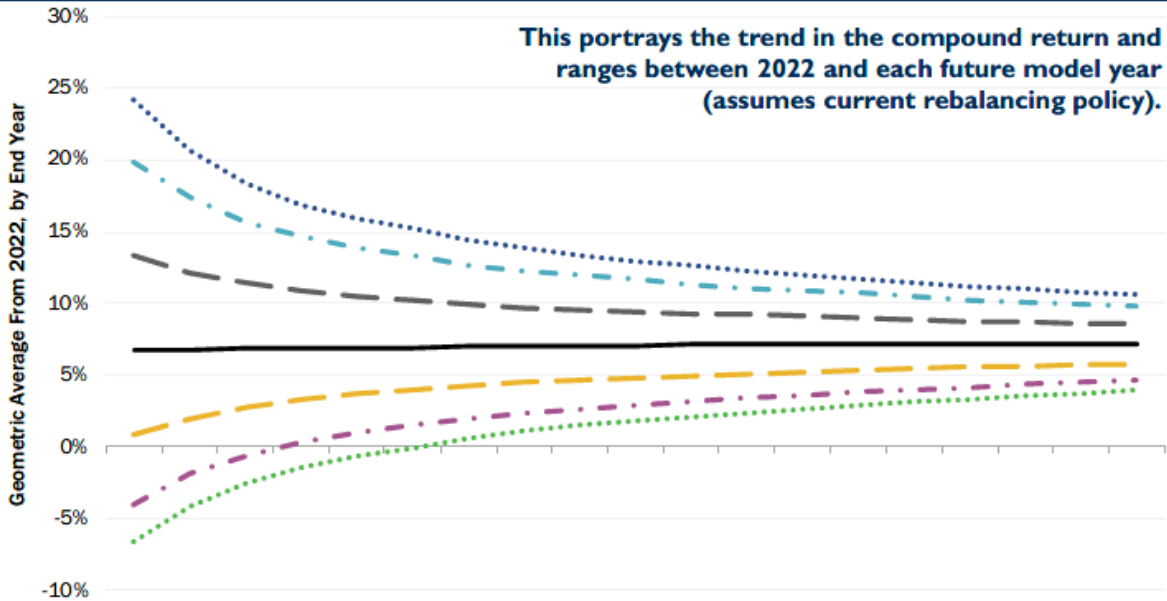


Percentile	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
95th	32.7%	32.0%	33.0%	32.8%	32.8%	32.5%	32.9%	32.9%	33.0%	32.7%	32.8%	32.7%	33.0%	32.7%	32.8%	32.4%	32.9%	32.5%	32.5%
90th	25.9%	25.6%	26.3%	26.2%	26.1%	25.9%	26.4%	26.5%	26.7%	26.1%	25.9%	25.8%	26.3%	26.4%	26.3%	26.1%	26.3%	26.2%	26.4%
75th	16.1%	16.0%	16.3%	16.3%	16.3%	16.2%	16.5%	16.5%	16.5%	16.4%	16.4%	16.3%	16.5%	16.3%	16.2%	16.4%	16.2%	16.2%	16.4%
50th	6.6%	6.5%	6.5%	6.6%	6.6%	6.3%	6.6%	6.7%	6.8%	6.7%	6.7%	6.7%	6.7%	6.6%	6.6%	6.7%	6.6%	6.6%	6.7%
25th	-1.8%	-1.8%	-1.9%	-1.7%	-1.8%	-2.0%	-1.8%	-1.8%	-1.7%	-1.8%	-1.7%	-1.8%	-1.8%	-1.8%	-1.8%	-1.8%	-1.8%	-1.8%	-1.7%
10th	-8.3%	-8.4%	-8.3%	-8.5%	-8.3%	-8.5%	-8.4%	-8.4%	-8.4%	-8.4%	-8.5%	-8.4%	-8.5%	-8.3%	-8.4%	-8.4%	-8.4%	-8.5%	-8.2%
5th	-11.7%	-11.8%	-12.0%	-12.1%	-12.0%	-12.1%	-11.8%	-11.8%	-12.1%	-12.2%	-12.0%	-12.0%	-12.1%	-11.9%	-11.8%	-12.0%	-11.6%	-11.9%	-11.9%

Mean Annual Side Account Returns (cont.)

- The forecast extends to fiscal year 2040, the last year the side account exists
 - Trend in mean annual return
 - Increase from 6.6% in 2022 to 6.7% as of the 2040 forecast horizon
 - Trend in 95th percentile return
 - Decreases from 32.7% in 2022 to 32.5% as of the 2040 forecast horizon
 - Trend in 5th percentile return
 - Decreases from -11.7% in 2022 to -11.9% as of the 2040 forecast horizon
- Trends are similar to recent forecasts by consultants to OIC/OST and OPERS

Geometric Mean Returns from 2022, by Year



Percentile	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
95th	24.2%	20.6%	18.4%	16.9%	15.9%	15.2%	14.4%	13.8%	13.4%	13.0%	12.6%	12.3%	12.0%	11.7%	11.4%	11.2%	11.0%	10.8%	10.6%
90th	19.8%	17.4%	15.7%	14.6%	13.9%	13.3%	12.7%	12.3%	11.9%	11.7%	11.3%	11.1%	10.9%	10.7%	10.5%	10.2%	10.1%	9.9%	9.8%
75th	13.3%	12.1%	11.4%	10.9%	10.5%	10.2%	10.0%	9.7%	9.6%	9.4%	9.3%	9.2%	9.1%	8.9%	8.9%	8.8%	8.7%	8.6%	8.5%
50th	6.7%	6.8%	6.8%	6.9%	6.9%	6.9%	7.0%	7.0%	7.1%	7.1%	7.1%	7.1%	7.1%	7.1%	7.1%	7.1%	7.1%	7.1%	7.1%
25th	0.8%	2.0%	2.7%	3.3%	3.7%	4.0%	4.2%	4.5%	4.6%	4.8%	4.9%	5.1%	5.2%	5.3%	5.4%	5.5%	5.6%	5.7%	5.8%
10th	-4.0%	-1.9%	-0.6%	0.3%	1.0%	1.5%	1.9%	2.3%	2.6%	2.9%	3.2%	3.4%	3.6%	3.8%	4.0%	4.1%	4.3%	4.4%	4.6%
5th	-6.7%	-4.1%	-2.5%	-1.5%	-0.6%	0.0%	0.6%	1.1%	1.5%	1.8%	2.1%	2.4%	2.6%	2.9%	3.1%	3.3%	3.5%	3.7%	3.9%

Geometric Mean Returns (cont.)

- Fiscal year 2040 is the assumed final year of bonds
 - The projected annualized geometric mean return over the term of the bonds is 7.1%
 - The 95th percentile return is 10.6%
 - The 5th percentile return is 3.9%
- Again, the forecast returns are similar to those derived by other consultants to OIC and OPERS

The Effect of Issuance TIC on PV of POBs

- The PV of the POB strategy varies inversely with TIC
 - Expected value of POB policy is \$548,932, \$402,262, \$274,215, and \$162,064 (per million dollars) for TICs of 2.5%, 3.5%, 4.5%, and 5.5%, respectively.
- Also, 5th percentile VaR increases with TIC
 - VaR per million dollars is \$(2,913), \$82,433, \$157,047, and \$222,771 (per million dollars) for TICs of 2.5%, 3.5%, 4.5%, and 5.5%, respectively.
- We added a fourth TIC of 5.5% to the analysis to help evaluate the potential risk associated with less-favorable future market conditions relative to those anticipated in our original report.
- Output from the new scenario provides an approximate characterization of the potential risk inherent in less favorable market conditions than those modeled in the original report.
- For example, the 5.5% TIC scenario provides output that is roughly analogous to a 4.5% TIC bond issue with market returns approximately one percentage point below those anticipated in our original analysis. The 4.5% TIC scenario can be similarly compared to the 3.5% TIC scenario output, and so on.

17

The Effect of TIC on PV of POBs

*The fourth TIC of 5.5% was added to our analysis to help evaluate the potential risk associated with less-favorable future market conditions relative to those anticipated in our original report. For example, the 5.5% TIC scenario provides output that is roughly analogous to a 4.5% TIC bond issue with market returns approximately one percentage point below those anticipated in our original analysis. The 4.5% TIC scenario can be similarly compared to the 3.5% TIC scenario output, and so on.



POB Probability of Success: $PV > \$0$

- This is another perspective on risk
 - The VaR measures the 5th percentile dollar value at risk
 - The zero bound measures the overall probability of the dollar value of the PV benefit being more than zero (i.e., success)

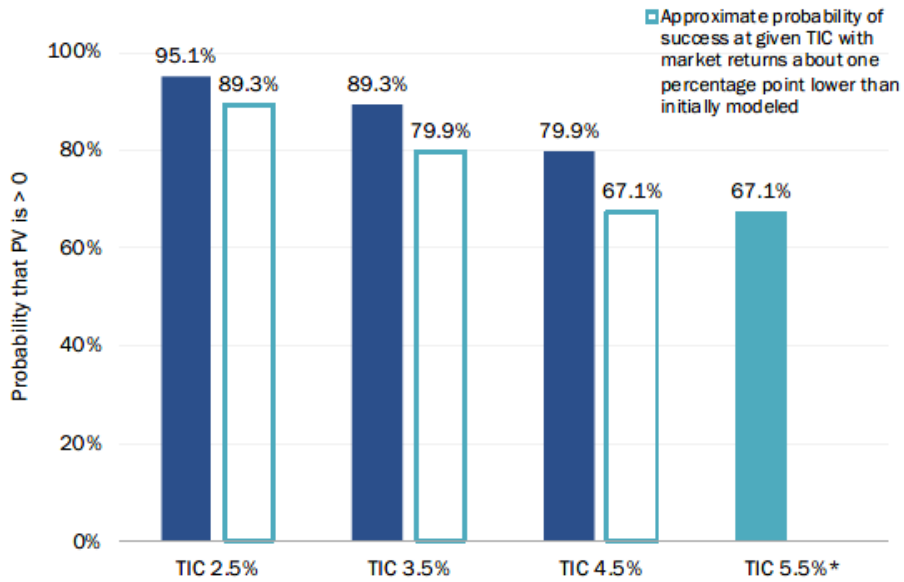
- Model results
 - The probability of a positive PV is lower for higher TICs
 - Probabilities of being above zero range from 67% (TIC 5.5%*) to 95% (TIC 2.5%)

*The fourth TIC of 5.5% was added to our analysis to help evaluate the potential risk associated with less-favorable future market conditions relative to those anticipated in our original report. For example, the 5.5% TIC scenario provides output that is roughly analogous to a 4.5% TIC bond issue with market returns approximately one percentage point below those anticipated in our original analysis. The 4.5% TIC scenario can be similarly compared to the 3.5% TIC scenario output, and so on.

19

Probability that PV is More than \$0

*The fourth TIC of 5.5% was added to our analysis to help evaluate the potential risk associated with less-favorable future market conditions relative to those anticipated in our original report. For example, the 5.5% TIC scenario provides output that is roughly analogous to a 4.5% TIC bond issue with market returns approximately one percentage point below those anticipated in our original analysis. The 4.5% TIC scenario can be similarly compared to the 3.5% TIC scenario output, and so on.



Summary PV Statistics, by Scenario

*The fourth TIC of 5.5% was added to our analysis to help evaluate the potential risk associated with less-favorable future market conditions relative to those anticipated in our original report. For example, the 5.5% TIC scenario provides output that is roughly analogous to a 4.5% TIC bond issue with market returns approximately one percentage point below those anticipated in our original analysis. The 4.5% TIC scenario can be similarly compared to the 3.5% TIC scenario output, and so on.

No. of Tranches	1	1	1	1
Rate (TIC)	2.5%	3.5%	4.5%	5.5%*
Mean	\$548,932	\$402,262	\$274,215	\$162,064
Std Deviation	\$419,122	\$370,750	\$329,071	\$293,051
Maximum	\$3,393,617	\$2,967,149	\$2,592,638	\$2,262,810
Minimum	\$(336,091)	\$(385,105)	\$(428,435)	\$(466,879)
95th Perc	\$1,322,700	\$1,088,074	\$882,791	\$703,077
90th Perc	\$1,104,226	\$893,399	\$709,810	\$548,797
75th Perc	\$770,245	\$599,774	\$450,156	\$320,087
50th Perc	\$480,961	\$342,299	\$220,903	\$114,852
25th Perc	\$248,540	\$136,280	\$38,418	\$(47,779)
10th Perc	\$85,882	\$(8,851)	\$(91,354)	\$(163,865)
5th Perc (VaR)	\$2,913	\$(82,433)	\$(157,047)	\$(222,771)
Zero Bound Perc	95.1%	89.3%	79.9%	67.1%

This table summarizes the simulations of the present value of potential gains from implementing a POB strategy. All dollar amounts are per \$1 million of POB funding.

21

Conclusions

- The expected value to employers of a POB strategy is positive (in present value terms)
 - The expected value is non-trivial proportion of POB funding under the scenarios modeled
 - The 5th percentile VaR is less than the expected PV in all of the scenarios modeled except for the 2.5% TIC scenario.
- However, there is a non-trivial probability that the present value of POBs is zero or less, and the probability increases with TIC
- Important considerations for individual employers
 - The issuance TIC
 - Some issuance costs are not included in TIC
 - Whether the employer's payroll growth rate is the same as currently assumed by the PERS actuary

22

Acknowledgements, Caveats, and Disclaimers

The authors wish to acknowledge the kind assistance of Mike G Mueller of the Oregon State Treasury, Investment Division for their kind assistance, and for Callan and Associates staff's generous provision of capital market assumptions. We also wish to thank Carol Samuels of Piper Sandler & Co. for her assistance in providing insight into muni market conditions. Finally, a note of gratitude to Carl Batten, original developer of the ECONorthwest POB model, for his ongoing assistance with subsequent iterations of the model, including the version used in this analysis. None of the statements or analysis herein should be attributed to anyone other than ECONorthwest staff.

The analysis provided in this document was developed by ECONorthwest for informational purposes only. All possible professional care was taken to prepare a realistic emulation of the likely POB side account behavior, and the OPERS procedures for accommodating POBs. State of the art modeling and statistical software was employed in this exercise. It should be recognized, however, that there are practical limits to the precision with which market and agency behavior can be modeled. The generic nature of the modeling performed may or may not be relevant to the circumstances of any one public employer. Additionally, nothing herein should be construed as offering investment advice or fairness opinions for the purpose of issuing securities. For this, interested parties should seek out professional counsel.

This analysis takes the narrow perspective of measuring the potential benefits of POB issuance to current employers and taxpayers. Whether use of pension obligation bonds is good public policy is a matter of professional debate and is not addressed herein.

This analysis was prepared to assist issuers of POBs in understanding the risks and returns of POBs under hypothetical conditions. Individuals should seek professional guidance concerning the relevance of this analysis to their circumstances.

23

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RESOLUTION No. 6315

Southeast Enrollment and Program Balancing Process Phase 2 Process and Charge

RECITALS

- A. In June of 2019, the Portland Public Schools (PPS) Board of Education adopted an ambitious vision, *PPS reimagined*, co-constructed by a broad coalition of students, staff and community stakeholders, that provides an aspirational North Star and direction to guide the transformation of our school system.
- B. While PPS engages in multi-pronged efforts to improve student outcomes through the implementation of academic strategies and social-emotional support for our students, the District also has several system issues related to the use of its physical facilities that impact student success. To address these issues, the Board of Education and the Superintendent launched an enrollment and program balancing process through Resolution 6059 in February 2020.
- C. The first phase of the process focused on conversion of K-8 schools in Southeast, as part of re-opening Kellogg Middle School. The Southeast Guiding Coalition (SEGC) delivered recommendations in December 2020, and the Board adopted a plan for Kellogg Middle School in January 2021.
- D. At a work session on February 22, 2021, the Board provided direction to staff on the Phase 2 scope of work, supporting a narrow scope focused on converting Harrison Park from a K-8 to a middle school for the 2022-23 school year.
- E. On May 11, 2021, the Board of Education reviewed and provided input on the scope of work and draft SEGC charge.

RESOLUTION

The Board of Directors adopts the Phase 2 charge for Southeast enrollment and program balancing, and directs the Superintendent to report back at regular intervals during the process.

Charge for the SE Guiding Coalition - Phase 2:

The Coalition will propose revisions to attendance area boundaries and specialized program locations, including dual language immersion, special education services, focus option programs/schools, and pre-k programs, in order to support equitable access to programs and services. Specifically, the Coalition will recommend:

- Attendance area and special program assignments for Harrison Park Middle School
- A plan to relocate K-5 students and programs currently served at Harrison Park
- A plan to increase enrollment at Lane Middle School

The Coalition will strive to support racial equity, social justice, Middle School Redesign, balanced enrollment, and optimized facilities for the 2022-23 school year and beyond. To inform their work, the Coalition will become familiar with current and forecast enrollment data and student demographic and facility utilization information. In addition, PPS staff will provide guidance on preferred locations and configurations of dual language immersion programs, special education services, focus option programs, and pre-K services. SEGC Phase 2 will also be informed by enrollment targets, developed in collaboration with PPS Middle School Redesign efforts.

PPS has launched a Middle School Redesign process anchored to its middle school philosophy. It advocates that students be able to explore and establish their own identity. This can be accomplished by ensuring students have access to a variety of electives and avenues for exploring their interests. There will be opportunities for project-based learning that deepens students' understanding and extends learning through application in authentic settings.

Rethinking middle schools also emphasizes the need to honor the whole child and build upon their physical, mental, and emotional well-being. Middle School Redesign connects PPS Reimagined and the emerging strategic plan's priorities and goals to the middle school experience.

The Coalition will receive feedback on their proposals via two virtual public open houses and additional listening opportunities with key stakeholders. The Coalition will provide a recommendation to the Deputy Superintendent, or before, the last committee meeting in December 2021. The Deputy Superintendent will be responsible for evaluating the Coalition's recommendations and bringing a proposal forward to the Portland Public School Board of Directors at the first board meeting in January 2022.

Guiding Principles

Core values serve as guiding principles for the SE Guiding Coalition throughout the enrollment and program balancing process. Guiding principles are not prioritized and are all important to promote.

When considering enrollment and program balancing the Coalition will stand for the following core values, as stated in the PPS Vision:

- Students at the center
- Racial equity and social justice
- Honesty and integrity
- Excellence
- Respect
- Relationships
- Creativity and innovation
- Partnerships and collaboration
- Grounded in the spirit of Portland
- Joyful learning and leadership

Outcome Goal

Support equitable programming to improve the middle school experience, particularly at Harrison Park and Lane middle schools. In order to meet this goal, the SE Guiding Coalition will use current and forecast enrollment data, student demographic and facility utilization information, programs goals and middle school enrollment targets to:

- Balance students across SE middle schools, ensuring Harrison Park and Lane middle schools have sufficient enrollment to offer full programming. This may be accomplished through boundary adjustments, whole-school feeder pattern changes, and specialized program movement.
- Realign middle school boundaries so that the Kellogg building is located within its own attendance area.
- Determine the future location for Harrison Park K-5 students, and related boundary changes and specialized program moves.

RESOLUTION No. 6316

Resolution to Prepare for Full-Time Reopening of In-Person Learning for the 2021-22 School Year

RECITALS

- A. On April 13, 2021, Superintendent Guadalupe Guerrero stated that the District expects to fully reopen for five days a week of in-person instruction when the new school year starts on September 1, 2021.
- B. Throughout the Covid-19 pandemic, Portland Public School's decisions have been guided by public health and emergent science, and PPS will continue to follow public health guidelines.
- C. This spring PPS brought K-12 students back to the classroom in a hybrid educational model, with in-person learning opportunities for students and families who felt comfortable returning to the classroom, while retaining a robust comprehensive virtual learning option for those students and families choosing to remain in remote learning.
- D. The ability to reopen our schools safely was the result of months of work and preparation by staff to welcome back students and staff to our buildings as safely as possible, including implementing numerous health and safety, operational, and instructional practices and protocols, while adjusting to new information about Covid-19 and how it is spread.
- E. In addition, throughout the pandemic PPS educators have made extraordinary efforts to provide a high level of instruction during truly unprecedented circumstances. From quickly pivoting to online learning during spring 2020, to preparing and executing on a fully remote learning option, to re-engaging with our students in a hybrid model, PPS educators have shown their agility, professionalism, and deep commitment to our students.
- F. Given that many students will remain unvaccinated at the start of the 2021-22 school year, and that masking and social distancing may still be required by the Oregon Health Authority and Oregon Department of Education, it is likely that PPS will need to prepare for a variety of scenarios to achieve full-time, five days a week of in-person instruction.
- G. PPS buildings are, on average, 80 years old and often more limited in space, making it harder to implement all of the current Ready Schools Safe Learners (RSSL) guidelines. If certain safety measures are still in place this fall, PPS may need to look for creative ways to accommodate students who wish to return full-time including finding additional space or considering indoor/outdoor learning environments in order to return to five days a week of in-person instruction.

RESOLVED

- 1. The Portland Public School Board commits to partnering with the Superintendent to find the solutions that will allow for a return to full-time, five days a week in-person instruction starting the first day of the 2021-22 school year.
- 2. The PPS Board's top priority is to safely reopen, and understands that the district must also adhere to federal and state guidelines and take other appropriate steps to mitigate transmission of Covid-19 among teachers, staff, administrators, and students.
- 3. Given uncertainty around the prevalence of Covid-19 in late summer, the Board directs the Superintendent to develop a comprehensive plan for returning to in-person schooling that transitions all students back to full-time in-person learning in a safe and equitable manner. The Superintendent will regularly update the Board on the status of reopening, with the understanding that the State of Oregon may not issue official guidance until July 2021.
- 4. Regardless of the conditions for returning in the fall to in-person learning, the PPS Board directs the Superintendent to plan to provide a comprehensive virtual learning option for those students and families who are unwilling or unable to return to in-person learning for health reasons. The district

will provide a virtual learning option at least until Covid-19 vaccines are widely accessible to school-aged children.

5. To facilitate the accessibility and uptake of vaccines, especially in the most impacted communities of color, the PPS Board directs the Superintendent to continue working with the Oregon Health Authority, Multnomah County, Multnomah Education Service District, and our community partners to educate students and families about vaccine safety and to improve distribution systems, including the potential use of schools as vaccination sites.
6. Further, in recognition of the significant impact that educational disruptions have on student academic, social, and emotional well-being, the PPS Board encourages the Governor, Oregon Health Authority, and Oregon Department of Education to revise the Ready Schools Safe Learners (RSSL) guidelines as soon as possible to reflect the current state of knowledge about disease transmission; adjust to progress in vaccine uptake; and accommodate the complexity of planning and implementation in large, urban districts.

RESOLUTION No. 6317

Budget Committee Approval of the 2021-22 Budget and The Imposition of Property Taxes

RECITALS

- A. Oregon Local Budget Law, Oregon Revised Statute (ORS) 294.426, requires the Budget Committee of Portland Public Schools (District) to hold one or more meetings to receive the budget message and the budget document; and to provide members of the public with an opportunity to ask questions about and comment upon the budget document.
- B. On April 27, 2021, the Budget Committee received the Superintendent's budget message and Proposed Budget document for the fiscal year 2021-22.
- C. On May 4, 2021, the Board acting as the Budget Committee held a Budget Community Engagement meeting to discuss and receive public comment on the Proposed Budget.
- D. Oregon Budget Law, ORS 294.431, requires submission of the budget document to the Tax Supervising Conservation Commission (TSCC) by May 15 of each year. ORS 294.431 allows taxing jurisdictions to request an extension of the submission date.
- E. The District requested, and the TSCC authorized, extending the submission date to no later than May 25, 2021.
- F. The Board of Education (Board) appointed a Community Budget Review Committee (CBRC) to review the Proposed Budget and current year expenditures of the existing Local Option Levy. The CBRC acts in an advisory capacity to the Board.
- G. On May 11, 2021, the Budget Committee received testimony and a report on the current year Local Option Levy expenditures and testimony and recommendations from the CBRC.
- H. Oregon Local Budget Law, ORS 294.428 requires that each legal jurisdiction's Budget Committee approve a budget and specify the *ad valorem* property tax amount or rate for all funds.
- I. It is noted that \$0.5038 per \$1,000 of the assessed value of the Permanent Rate Tax Levy, (commonly known as the "Gap Tax") and, based on an analysis presented to the Board, the entirety of the Local Option Tax Rate Levy are excluded from State School Fund calculations.
- J. ORS 457.010(4)(a)(D) provides the opportunity for a school district to be excluded from the urban renewal division of tax calculations with a statutory rate limit on July 2003, which is greater than \$4.50 per \$1,000 of assessed value. To the extent that the rate limit was increased under section 11 (5)(d), Article XI of the Oregon Constitution, property tax revenue from said increase is excluded from local revenues. The District will notify the county assessors of the rate to be excluded for the current fiscal year not later than July 15.
- K. Portland Public Schools has a statutory rate limit that is in excess of the \$4.50 limitation that includes an increase under section 11 (5)(d), Article XI of the Oregon Constitution.

RESOLUTION

- 1. The Budget Committee approves the budget as summarized in Attachment "A".
- 2. The Budget Committee approves the budget for the fiscal year 2021-22 in the total amount of \$2,058,410,000.
- 3. The Budget Committee resolves that the District imposes the taxes provided for in the approved budget:
 - a. At the rate of \$5.2781 per \$1,000 of assessed value for operations;
 - b. At the rate of \$1.9900 per \$1,000 of assessed value for local option tax for operations;
 - c. In the amount of \$146,000,000 for exempt bonds

4. Taxes are hereby imposed and categorized as for the tax year 2021-22 upon the taxable assessed value of all taxable property in the District, as follows:

	Education Limitation	Excluded from Limitation
Permanent Rate Tax Levy	\$5.2781/\$1,000 of assessed valuation	
Local Option Rate tax Levy	\$1.9900/\$1,000 of assessed valuation	
Bonded Debt Levy		\$146,000,000

5. The Budget Committee further resolves that \$0.5038 per \$1,000 of taxable assessed value is excluded from the division of tax calculations, as the Permanent Rate Tax Levy attributable to the increase provided in section 11 (5)(d). Article XI of the Oregon Constitution (such increase is a result of the expiring Gap Tax Levy).
6. The Budget Committee directs submittal of this approved budget to the TSCC by May 25, 2021, in accordance with ORS 294.431, under the extension as granted by the TSCC.

Attachment "A"

**Portland Public Schools
Adjustments to the 2021-22 Proposed Budget
May 25, 2021**
(in thousands)

		Proposed Budget	Adjustment	Recommended Approved Budget
100 - General Funds				
Resources				
Beginning Fund Balance		\$ 73,909	\$ 10,936	\$ 84,845
Local Property and Other Taxes		293,823	\$ -	293,823
Local Option Taxes		104,279	\$ -	104,279
Other Local Sources		13,398	\$ 326	13,724
County and Intermediate Sources		13,762	\$ (1,000)	12,762
State School Fund		256,417	\$ -	256,417
State Common School Fund		5,048	\$ -	5,048
Federal and State Support		15	\$ -	15
Interfund Transfers		0	\$ -	0
Other		1,050	\$ -	1,050
Total		\$ 761,701	\$ 10,262	\$ 771,963
Requirements				
Instruction		385,422	1,200	386,622
Support Services		324,026	4,066	328,092
Enterprise and Community Svcs		2,393	600	2,993
Debt Service		1,223	-	1,223
Transfers of Funds		1,136	-	1,136
Contingency		47,500	4,396	51,896
Total		761,701	10,262	771,963
200 - Special Revenue Funds				
Resources				
Beginning Fund Balance		25,676	10,829	36,505
Property and Other Taxes		323	-	323
Other Revenue from Local Sources		22,338	-1,543	20,795
Intermediate Sources		-	-	-
State Sources		67,866	11,431	79,297
Federal Sources		170,042	-3,802	166,240
Interfund Transfers		-	-	-
All Other Resources		-	-	-
Total		286,245	16,916	303,161
Requirements				
Instruction		126,031	-4,687	121,344
Support Services		86,530	4,544	91,074
Enterprise and Community Svcs		43,673	10,380	54,053
Facilities Acquisition and Construction		69	-	69
Transfers of Funds		-	-	-
Contingency		4,912	-9	4,903
Unappropriated Ending Fund Balance		25,031	6,688	31,718
Total		286,245	16,916	303,161

Portland Public Schools
Adjustments to the 2021-22 Proposed Budget
May 25, 2021
(in thousands)

		Proposed Budget	Adjustment	Recommended Approved Budget
300 - Debt Service Funds				
Resources				
Beginning Fund Balance		10,228		10,228
Property and Other Taxes		138,667		138,667
Other Revenue from Local Sources		60,284		60,284
Federal Sources		30		30
Interfund Transfers		1,754		1,754
Total		210,963	-	210,963
Requirements				
Debt Service		200,309		200,309
Unappropriated Ending Fund Balance		10,654		10,654
Total		210,963	-	210,963
400 - Capital Projects Funds				
Resources				
Beginning Fund Balance		748,636	1,153	749,789
Other Revenue from Local Sources		7,425		7,425
Intermediate Sources		-		-
State Sources		6,544		6,544
Interfund Transfers		-		-
All Other Resources		-		-
Total		762,605	1,153	763,758
Requirements				
Instruction		-	-	-
Support Services		660	1,653	2,313
Facilities Acquisition and Construction		438,057	-40	438,017
Transfers of Funds		618	-	618
Contingency		-	-	-
Unappropriated Ending Fund Balance		323,270	-460	322,810
Total		762,605	1,153	763,758
600 - Internal Service Funds				
Resources				
Beginning Fund Balance		5,858	-	5,858
Other Revenue from Local Sources		2,594	13	2,607
State Sources		100	-	100
Total		8,552	13	8,565
Requirements				
Support Services		3,778	-	3,778
Contingency		4,774	13	4,787
Unappropriated Ending Fund Balance		-	-	-
Total		8,552	13	8,565
All Funds Total		2,030,065	28,345	2,058,410

Portland Public Schools
Adjustments to the 2021-22 Proposed Budget
May 25, 2021
(in thousands)

Proposed Resources:	<u>General Funds (100)</u>	<u>Special Revenue Funds (200)</u>	<u>All Other Funds</u>	<u>Total Funds</u>
	\$ 761,701	\$ 286,245	\$ 982,119	\$ 2,030,065
Adjustments:				
1. Increase in General Fund Beginning Fund Balance - based on 3rd Quarter financial projections through June 30, 2021.	10,936			10,936
2. Increase in Fees charged to Grants - due to adjustments in Special Revenue Fund	326			326
3. Decrease in Multnomah Education Service District (MESD) Transit Revenue - alignment with April submission	-1,000			-1,000
4. Increase in Special Revenue Fund Beginning Fund Balances - based on 3rd Quarter financial projections through June 30, 2021.		10,829		10,829
5. Decrease in Special Revenue Fund Other Local Resources - based on 3rd Quarter financial projections through June 30, 2021.		-1,543		-1,543
6. Increase in Special Revenue Fund State Sources - due to new Summer Learning Grant resources and M98 carryover estimates through June 30, 2021.		11,431		11,431
7. Decrease in Special Revenue Fund due to Elementary and Secondary School Emergency Relief Funds (ESSER I) - align resources with spending plan through June 30, 2021.		-3,802		-3,802
8. Increase in Capital Projects Fund Beginning Fund Balance - based on 3rd Quarter financial projections through June 30, 2021.			1,153	1,153
9. Increase in Internal Service Funds Other Revenue from Local Sources - based on small staffing adjustments that impact workers compensation calculations.			13	13
Total Resource Changes	10,262	16,916	1,166	28,345
Recommended Approved Resource Budget	\$ 771,963	\$ 303,161	\$ 983,286	\$ 2,058,410

Portland Public Schools
Adjustments to the 2021-22 Proposed Budget
May 25, 2021
(in thousands)

Proposed Requirements:	General Funds (100)	Special Revenue Funds (200)	All Other Funds	Total Funds
	\$ 761,701	\$ 286,245	\$ 982,120	\$ 2,030,065
Adjustments:	Function			
1. Increase in General Fund Instruction due to planned purchases delayed due to the pandemic (instructional equipment, curriculum, professional development etc.) and to meet additional Instructional support needs due to the pandemic.	1000	1,200		1,200
2. Increase in General Fund Support Services due to Workshare settlement agreement, planned purchases delayed due to the pandemic (buses, technology, etc) and to address additional support needs due to the pandemic.	2000	4,066		4,066
3. Increase in General Fund Enterprise and Community Services to reflect planned strategic investments in our Racial Equity and Social Justice department.	3000	600		600
4. Increase in General Fund Contingency due to increased beginning fund balance and to support additional pandemic needs.	6000	4,396		4,396
5. Decrease in Special Revenue Fund Instruction to align with the planned strategic investments and spending plan through June 30, 2021 related to the Student Investment Account (SIA), ESSER I and ESSER II and new expenditures related to the Summer Learning Grant.	1000		-4,687	-4,687
6. Increase in Special Revenue Fund Support Services to align with the planned strategic investments related to SIA, ESSER II and ESSER III and new expenditures related to Summer Learning Grant.	2000		4,544	4,544
7. Increase in Special Revenue Fund Enterprise and Community Services to align with planned strategic investments in SIA, ESSER II and new expenditures related to Summer Learning Grant.	3000		10,380	10,380
8. Decrease in Special Revenue Fund Contingency due to alignment of ESSER I spending through June 30, 2021 and grant indirect that will be received in 2020.	6000		-9	-9
9. Increase in Special Revenue Fund Unappropriated Ending Fund Balance to align with Fund 299 spending plan for 2021-22.	7000		6,688	6,688
10. Increase in Capital Projects Fund to align with annual insurance expenditures and the Long Range Facilities planning work underway.	2000			1,653
11. Decrease in Capital Projects Fund Facilities Acquisition and Construction to align with planned expenditures for 2021-22.	4000		-40	-40
12. Decrease in Capital Projects Fund Unappropriated Ending Fund Balance to align with the 2021-22 spending plan and balance not needed for the year.	7000		-460	-460
13. Increase in Internal Service Fund Contingency to balance workers compensation calculation changes throughout the district.	6000		13	13
Total Requirement Changes	10,262	16,916	1,166	28,345
Recommended Approved Requirement Budget	\$ 771,963	\$ 303,161	\$ 983,286	\$ 2,058,410

RESOLUTION No. 6319

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

RECITAL

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
AP Professionals of Phoenix, LLC	7/1/21 through 6/30/22 Option to renew for up to four additional one-year terms through 6/30/26	Personal Services PS 90140	IT staff augmentation services. Request for Proposals 2021-2947	Original Term: \$1,800,000 Total through renewals: \$9,000,000	C. Hertz Funding Source Varies
IT Motives, LLC	7/1/21 through 6/30/22 Option to renew for up to four additional one-year terms through 6/30/26	Personal Services PS 90146	IT staff augmentation services. Request for Proposals 2021-2947	Original Term: \$1,800,000 Total through renewals: \$9,000,000	C. Hertz Funding Source Varies
Vanderhouwen & Associates, Inc.	7/1/21 through 6/30/22 Option to renew for up to four additional one-year terms through 6/30/26	Personal Services PS 90147	IT staff augmentation services. Request for Proposals 2021-2947	Original Term: \$1,800,000 Total through renewals: \$9,000,000	C. Hertz Funding Source Varies
Experis	7/1/21 through 6/30/22 Option to renew for up to four additional one-year terms through 6/30/26	Personal Services PS 90189	IT staff augmentation services. Request for Proposals 2021-2947	Original Term: \$1,800,000 Total through renewals: \$9,000,000	C. Hertz Funding Source Varies
ERP Analysts, Inc.	7/1/21 through 6/30/22 Option to renew for up to four additional one-year terms through 6/30/26	Personal Services PS 90190	IT staff augmentation services. Request for Proposals 2021-2947	Original Term: \$1,800,000 Total through renewals: \$9,000,000	C. Hertz Funding Source Varies
Apex Systems, LLC	7/1/21 through 6/30/22 Option to renew for up to four additional one-year terms through 6/30/26	Personal Services PS 90191	IT staff augmentation services. Request for Proposals 2021-2947	Original Term: \$1,800,000 Total through renewals: \$9,000,000	C. Hertz Funding Source Varies
Point B, Inc.	7/1/21 through 6/30/22	Personal Services PS 90204	IT staff augmentation services. Request for Proposals 2021-2947	Original Term: \$1,800,000	C. Hertz Funding Source Varies

	Option to renew for up to four additional one-year terms through 6/30/26			Total through renewals: \$9,000,000	
Sigma Consultants Group, Inc.	7/1/21 through 6/30/22 Option to renew for up to four additional one-year terms through 6/30/26	Personal Services PS 90206	IT staff augmentation services. Request for Proposals 2021-2947	Original Term: \$1,800,000 Total through renewals: \$9,000,000	C. Hertz Funding Source Varies
Kelly Services, Inc.	7/1/21 through 6/30/22 Option to renew for up to four additional one-year terms through 6/30/26	Personal Services PS 90207	IT staff augmentation services. Request for Proposals 2021-2947	Original Term: \$1,800,000 Total through renewals: \$9,000,000	C. Hertz Funding Source Varies
SpearMC Management Consulting, Inc.	7/1/21 through 6/30/22 Option to renew for up to four additional one-year terms through 6/30/26	Personal Services PS 90205	IT staff augmentation services. Request for Proposals 2021-2947	Original Term: \$1,800,000 Total through renewals: \$9,000,000	C. Hertz Funding Source Varies
TekSystems, Inc.	7/1/21 through 6/30/22 Option to renew for up to four additional one-year terms through 6/30/26	Personal Services PS 90208	IT staff augmentation services. Request for Proposals 2021-2947	Original Term: \$1,800,000 Total through renewals: \$9,000,000	C. Hertz Funding Source Varies
Miller Nash Graham Dunn LLP	6/16/21 through 6/30/22	Legal Services LS 90160	Legal services on an as-needed basis. Direct Negotiation – Legal Services PPS-46-0525(13)	\$300,000	L. Large Fund 101 Dept. 5460
Professional Roof Consultants, Inc.	6/16/21 through 12/31/21	Engineering Services ENG 90172	Roof assessments for the 2020 Capital Bond. Request for Proposals 2021-2952	\$171,000	C. Hertz Fund 458 Dept. 5511 Project DS017
Self Enhancement, Inc	6/16/21 through 8/15/21	Personal Services PS 90240	Summer 2021: Enrichment, Engagement, Safety programming. Emergency Procurement PPS-46-0525(8)	\$717,744	D. Ledezma Funding Source Varies
IRCO	6/16/21 through 8/31/21	Personal Services PS 90234	Summer 2021: Enrichment, Engagement, Safety programming. Emergency Procurement PPS-46-0525(8)	\$744,366	D. Ledezma Funding Source Varies
Champions	6/16/21 through 8/31/21	Personal Services PS 90244	Summer 2021: Enrichment, Engagement, Safety programming. Emergency Procurement PPS-46-0525(8)	\$660,000	D. Ledezma Funding Source Varies

POIC	6/16/21 through 8/19/21	Personal Services PS 90236	Summer 2021: Enrichment, Engagement, Safety programming. Emergency Procurement PPS-46-0525(8)	\$500,000	D. Ledezma Funding Source Varies
Feed The Mass	6/16/21 through 8/19/21	Personal Services PS 90233	Summer 2021: Enrichment, Engagement, Safety programming. Emergency Procurement PPS-46-0525(8)	\$461,441	D. Ledezma Funding Source Varies
NW Children's Theater	6/16/21 through 8/27/21	Personal Services PS 90246	Summer 2021: Enrichment, Engagement, Safety programming. Emergency Procurement PPS-46-0525(8)	\$432,840	D. Ledezma Funding Source Varies
Boys and Girls Club	6/16/21 through 8/21/21	Personal Services PS 90238	Summer 2021: Enrichment, Engagement, Safety programming. Emergency Procurement PPS-46-0525(8)	\$359,318	D. Ledezma Funding Source Varies
Hampton Tutoring	6/16/21 through 8/31/21	Personal Services PS 90241	Summer 2021: Enrichment, Engagement, Safety programming. Emergency Procurement PPS-46-0525(8)	\$329,718	D. Ledezma Funding Source Varies
Alphabest	6/16/21 through 8/18/21	Personal Services PS 90243	Summer 2021: Enrichment, Engagement, Safety programming. Emergency Procurement PPS-46-0525(8)	\$298,560	D. Ledezma Funding Source Varies
Synarchy Science	6/16/21 through 8/18/21	Personal Services PS 90242	Summer 2021: Enrichment, Engagement, Safety programming. Emergency Procurement PPS-46-0525(8)	\$270,000	D. Ledezma Funding Source Varies
NAYA Family Center	6/16/21 through 8/27/21	Personal Services PS 90239	Summer 2021: Enrichment, Engagement, Safety programming. Emergency Procurement PPS-46-0525(8)	\$250,000	D. Ledezma Funding Source Varies
SAM Labs	6/16/21 through 8/13/21	Personal Services PS 90248	Summer 2021: Enrichment, Engagement, Safety programming. Emergency Procurement PPS-46-0525(8)	\$222,847	D. Ledezma Funding Source Varies
Portland Playhouse	6/16/21 through 8/20/21	Personal Services PS 90247	Summer 2021: Enrichment, Engagement, Safety programming. Emergency Procurement PPS-46-0525(8)	\$414,405	D. Ledezma Funding Source Varies

Horizons Counseling	6/16/21 through 8/18/21	Personal Services PS 90245	Summer 2021: Enrichment, Engagement, Safety programming. Emergency Procurement PPS-46-0525(8)	\$363,412	D. Ledezma Funding Source Varies
Chess for Success	6/16/21 through 8/19/21	Personal Services PS 90249	Summer 2021: Enrichment, Engagement, Safety programming. Emergency Procurement PPS-46-0525(8)	\$181,800	D. Ledezma Funding Source Varies
7 Mindsets	6/16/21 through 8/30/21	Personal Services PS 90237	Summer 2021: Enrichment, Engagement, Safety programming. Emergency Procurement PPS-46-0525(8)	\$180,000	D. Ledezma Funding Source Varies
Campfire	6/16/21 through 8/20/21	Personal Services PS 90235	Summer 2021: Enrichment, Engagement, Safety programming. Emergency Procurement PPS-46-0525(8)	\$276,030	D. Ledezma Funding Source Varies

NEW COOPERATIVE PURCHASING AGREEMENTS

No New Cooperative Purchasing Agreements

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

No New IGAs

AMENDMENTS TO EXISTING CONTRACTS

No New Amendments

RESOLUTION No. 6319

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

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No New IGAs

AMENDMENTS TO EXISTING CONTRACTS

No New Amendments



PORTLAND PUBLIC SCHOOLS
OFFICE OF PURCHASING & CONTRACTING

501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-3421

Date: June 9, 2021
To: Portland Public Schools Board of Education
From: Emily Courtnage, Director of Purchasing & Contracting
Subject: Personal Services Contracts on the 6/15/21 Business Agenda

Dear Board Members,

There are multiple personal services contracts on the 6/15 Business Agenda:

IT Staff Augmentation contracts (11 contracts) for up to \$1.8 million each through 6/30/22

- Renewable for up to four additional one year terms through 6/30/26, for up to \$9 million each total
- These are “as needed” contracts with no guaranteed usage or expenditure
- Managed by Travis Paakki, Senior Director of Technology
- Procured by Request for Proposals 2021-2947

Summer Enrichment and Safety Programming contracts (16 contracts over \$150,000)

- These contracts are detailed in a separate memo provided to the Board by Dani Ledezma on June 3, 2021
- Managed by Dani Ledezma, Senior Director, Racial Equity and Social Justice
- Procured by informal request for proposals pursuant to an Emergency Declaration, allowing direct negotiation/exemption from competitive process
- Due to a very tight timeline for procurement and contract negotiation, these contracts will be added to an amended Expenditure Resolution before the 6/15 meeting

Miller Nash Graham Dunn LLP (LS 90160) for up to \$300,000 through 6/30/22

- This contract is for “as needed” attorney services
- Managed by Liz Large, General Counsel
- Procured by direct negotiation under 46-0525(13) (allowing direct negotiation of all legal services contracts)



MEMO

TO: Portland Public Schools Board of Education

FROM: Dani Ledezma, Senior Advisor for Racial Equity and Social Justice

CC: Guadalupe Guerrero, PPS Superintendent

DATE: June 3, 2020

SUBJECT: Summer Safety and Enrichment RFP overview and Board Contract Review Preparation

This memo will provide an update on the competitive process for summer enrichment and safety programming and will give you information in advance of contract approval requests at the June 15, 2021 Board meeting.

Due to timeline constraints having to do with the availability of state funding and procurement, our team is moving as quickly as possible to process programming requests into contracts so that students and families are aware of available programming this summer. On May 25th, the PPS School Board voted to approve [Resolution 6312](#) which declared an emergency to approving an Exemption from the Competitive Bidding Requirements to allow the district to utilize Funds from COVID-19 Public Health Emergency Allocations and staff to prepare for summer programs to begin in mid-June. In alignment with the resolution, staff are near completion of logistical planning and implementation of programming agreements and set to approve contracts under \$150,000 as well as publish a catalog of information for all programming so families can begin enrolling students in summer programs.

Funded Proposals and Planning Process:

Fifty-two proposals were scored and only three were not recommended for funding. Sixteen of the funded proposals will come before the School Board because their summer programming budget is over the \$150,000 threshold amount.

Below is a summary of those programs for which you will review their contracts for approval at the June 15, 2021 Board Meeting. We anticipate that the timeline for reviewing will be tight so wanted to provide this summary in advance of the board packet. Information about the remaining 33 programs is forthcoming.

DRAFT Summer Enrichment RFP Funded Programs Over \$150,000

Proposer	Contract Amount	# of Students Served	Program Summary
Self Enhancement Inc.	\$1,118,806	720	Summer enrichment and accelerated learning programming that includes SEL, college and career exploration and family supports. Summer basketball camps that support athletic development, life skill

			development and academic skills.
IRCO	\$744,366	210 youth, 130 Parents	Summer Programming + Summer Youth Intern Program In person and virtual programming
Champions	\$660,000	45	Expanded licensed child care summer camps to serve additional priority students
POIC	\$500,000	162	Summer engagement and support programming for all POIC + RAHS students in three week sessions that include academic, enrichment and employment opportunities.
Feed The Mass	\$461,441	160 In person, up to 800 virtual	The Cultured Cooking Summer Program is a comprehensive and interactive food education program that will engage with both students and their families. Through simultaneous in-person and virtual classes for middle school and high school students. Through culturally enriching educational experiences, students will have the opportunity to engage with one another in person and virtually throughout the class experience, as well as engage with the work Feed the Mass does within our community.
NW Children's Theater	\$412,000	402 campers plus of 34 full time summer jobs for high school teens	16 summer enrichment camps offered throughout east Portland, where campers will be charged with coaxing a dream towards story, with guidance from Teen Camp Leads. These visions will then be brought to life by Teen Fabricators, who will work alongside NWCT's Adult Fabrication Shop Managers as they develop skills and familiarity with tools required for creation.
Boys and Girls Club	\$359,318	200	Summer Programming at three clubhouse sites, including culturally responsive programming, mentorship and mental health supports
Hampton Tutoring	\$329,718	45	Three three week Summer Enrichment sessions that include programming partnerships with Hand to Mouth Theater, Friends of the Children and Ethos Music
Alphabest	\$298,560	720	Going Places Summer Enrichment camps that focus on hands on STEM and SEL projects.
Synarchy Science	\$270,000	150	Summer Camps that engage students in a series of fun hands-on experiments and demonstrations that include at least one

			take-home science project. Mad Science Weekly Enrichment Programming that meet once a week for a series of 6 weeks. Each class is one-hour and includes a variety of hands-on activities, demonstrations and a take-home science project for each student.
NAYA Family Center	\$250,000	100	Summer programming and culture camps for Native American students served by NAYA and Many Nations Academy.
SAMLabs	\$221,670	960	Three two week STEAM and coding focussed summer camps using inquiry based, hands on learning activities to support learning acceleration.
Portland Playhouse	\$233,717	48	Week-long theatre camps and a full summer theatre camp
Horizons Counseling	\$206,218	50-165 + 10 HS Mentors	Three 3 week summer enrichment SEL camps + Teen Mentors program
Chess for Success	\$181,800	210	Summer Chess Day Camp and Youth Development Program focused on pro-social, SEL activities
7 Mindsets	\$180,000	150 Virtual	Six one week virtual BizNovator camps focused on entrepreneurship and student empowerment , (spanish and english options),
Campfire	\$158,119	60	Expanded licensed child care to serve additional priority students in summer camps.
Total: 16 Organizations	\$5,585,733	4,357 Students In Person Up to 950 Virtual, 44 Summer Youth Employment 130 Parents	

Background: RFP Goals and Timeline -

In April, PPS released a request for proposals asking our culturally specific and multiracial partners, licensed childcare providers, arts organizations, and youth development organizations to submit proposals for summer enrichment and safety programming funding. The RFP notice was released on April 14th, proposals were due on May 10th and proposers started getting notified of their awards last week. Two information sessions were held where over 50 people attended both. Over 100 organizations registered on Planet Bids and downloaded the materials.

The following goals were outlined in the RFP and proposers were asked to submit funding proposals that responded to these overarching goals. Up to \$10 million in funding was publicized as available.

Summer Engagement, Enrichment and Safety Programming Goals:

1. Provide robust and comprehensive in person programming for PPS students throughout the summer of 2021 to complement Accelerated Learning.
2. Provide culturally responsive programming that is safe and fun and engages student interests and passions.
3. Provide programming where students are safe and engaged in positive peer to peer interaction.
4. Reinforce partnerships with community based, culturally specific and multiracial organizations located at PPS identified school hubs that serve the surrounding and cultural communities.
5. Students’ cultural identities are affirmed by diverse staffing that reflects their lived experience and provide culturally responsive opportunities.
6. Provide youth employment opportunities through staffing in summer enrichment programs.
7. Underserved students (including Black, Indigenous and students of color, Emerging English Speakers and students with disabilities) have the opportunity for free activities throughout the summer.
8. Support youth violence prevention through partnerships and programming proven to support safe and resilient communities.
9. Leverage existing community partnerships and frameworks (SUN, Parks and Recreation, Multnomah County).

Proposal Scoring Criteria and Process

Proposers were asked to submit a seven page narrative proposal with attachments that included a Safety Plan (in alignment with RSSL guidelines for COVID safety), a budget, staffing resumes and job descriptions and a logic model for program impact. Proposals were evaluated by a team of thirteen PPS staff from the following departments: Office of School Performance, Early Learning, College and Career Readiness, RESJ, Community Engagement, Language Access Services, Learning Acceleration, VAPA, and Office of Systems Performance. The evaluation team used the scoring criteria below to score and rate proposals.

Written Evaluation Criteria	
<p>1. Proposed Service and Program Design and Alignment with goals and RESJ Partner Investment Strategy #4: Enrichment and Extended Learning (2 pages)</p> <p>2. Logic Model (use template provided)</p> <p>Describe the program(s) of services you plan to implement. If proposers are submitting multiple programs, proposers should submit a separate service and program design for each of the summer programs for which they are applying. Program description should Include grade level/age of students to be served, number of students to be served, duration of the program, facilities/outdoor space needs, examples of curriculum and culturally specific, educational activities targeted to meet the extended learning and enrichment needs of students including activities that support inquiry-based, hands on instruction, healthy and active lifestyle, physical activity, students’ social and emotional well-being, attendance documentation plan, and program goals and outcomes. Programs are required to adhere to the current state summer camp guidance.</p> <p>Describe how your proposed service and program design incorporates the expectations set out in section 2.2 Statement of Work. Describe how your organization will achieve your stated goals and how you will engage underserved student populations.</p> <p>Complete and attach a Logic Model (Attachment G) The program goals and impact should align with the outlined summer program goals as well as PPS mission and vision. The proposal should provide clear examples of how the proposal intends to provide the scope of work as well as how success will be</p>	<p>Maximum Points Available: 50</p>

<p>measured.</p> <p>Include any proposed partnerships with a clear description of roles and responsibilities and how the partnerships support the goals and outcomes of programming.</p> <p>An ideal proposal will demonstrate:</p> <p>Program description is clear and provides opportunities for student extended learning and enrichment. There is clear alignment with outlined goals and the RESJ Partnership Investment Strategy #4. Services and programs respond to underserved students and are delivered in culturally specific and culturally responsive strategies. There is a clear correlation with proposed services and outcomes.</p>	
<p>3. Proposed Key Staff, Staff Experience and Staff Capacity (1 page)</p> <p>Describe the capacity of your organization to perform the scope of work provided in Section 2. Please describe the racial/ethnic diversity of your organization.</p> <p>List the key staff proposed to perform the WorkDescribe the role of each key staff member proposed and the percentage of his or her time which will be allotted to the project. Attach the job description or resume for each staff member proposed. If a resume is not available provide a short description of each of the key staff and how they are ideally suited to their role in the program.</p> <p>Include if you will employ youth in the program and describe their roles.</p> <p>An ideal proposal will demonstrate:</p> <p>Staff roles and responsibilities will be clearly defined and described The program will include youth employment opportunities. Staff experience and expertise will be highlighted and in alignment with articulated goals and the PPS RESJ Partnership Investment Strategy/#4 Enrichment and Extended Learning.</p> <p>Proposals will demonstrate staff diversity reflective of the student population to be served.</p>	<p>Maximum Points Available: 20</p>
<p>4. Proposed Budget (Use provided template & 1 page narrative)</p> <p>Provide a program specific budget for which you are applying. Use Attachment F to provide line item detail for the cost of the program proposed. Budget should include: Staffing, youth employment, Supplies, transportation, nutrition/food and administrative costs.</p> <p>Please provide a concise budget narrative that describes the rationale for costs of the program design and includes a description of funding leveraged for the program. The budget narrative should also include any efforts the proposer has undertaken to ensure costs are reasonable and in alignment with the market in Portland.</p> <p>An ideal proposal will demonstrate:</p> <p>Costs will be in alignment with program design and proposed outcomes and measures. There will be a clear articulation of how resources will be used to achieve success. The budget narrative and Attachment F will provide sufficient detail to illustrate funding and resources proposed are being utilized in an effective and efficient manner. Budget narrative includes a comprehensive list of leveraged funding and description of sources. Costs are reasonable and funding is directed to providing services for students.</p>	<p>Maximum Points Available: 30</p>
<p>5. Program Safety and Security (Use provided template and 1 page narrative)</p> <p>All programs are required to adhere to the current state summer camp guidance. Please include your COVID safety protocols using the template provided. Your narrative should include your violence prevention plan, address how your program will prepare for emergency events (earthquake, lockdown, etc), your student tracking and attendance plan, and what is your process for maintaining confidential and FERPA-protected information regarding student and family information?</p> <p>An ideal proposal will demonstrate:</p> <p>Ability to or past experience providing in person student services following COVID Safety plans and protocols during Hybrid learning. Clear violence prevention and comprehensive student safety plan for attendance and confidentiality.</p>	<p>Maximum Points Available: 20 points</p>
<p>6. Culturally Specific and Multiracial Organization (1 page)</p> <p>See definition of culturally specific organization, and describe how your organization qualifies.</p>	<p>Maximum Points Available: 15</p>

<p>Subcontracting: Please describe your organization’s comprehensive plan to partner with certified business subconsultants to participate in the performance of this contract.</p> <p>An ideal proposal will demonstrate: Qualifying as a culturally specific organization or have a plan to partner/subcontract with a culturally specific organization. The organization has significant experience planning and implementing culturally responsive programming.</p>	
<p>7. Experience Past Performance (1 page)</p> <p>Describe two projects of similar scope and size, which the proposing organization has completed successfully. Provide the program start date and end dates, client and cost.</p> <p>An ideal proposal will demonstrate: Referenced programs are relevant and comparable to the proposed programs. Program design, staffing and budget are relevant and comparable to the proposed programs. Success of the referenced programs is clearly defined and measured.</p>	<p>Maximum Points Available: 15</p>
<p>Written Evaluation Criteria Total</p>	<p>Total Points Available: 150</p>

Contract Management and Reporting

As part of the RFP design, we utilized the same logic model from our RESJ partnerships that was required in the RFP for proposers to submit. The logic model described proposers’ theory of action for student impact as a result of the resources and services provided by the proposer. The logic model provided examples of how the proposer intends to meet the scope of work, as well as how success will be measured. This information has been integrated into the contract goals and activities. All contractors will be asked to report against the information in the scope of work upon completion of their summer programming. This summer staff from the RESJ team will provide onsite monitoring and support for programming in collaboration and coordination with the Learning Acceleration team.

If you have any questions or need additional information, I am available for any requests.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
Feed the Mass

1. Synopsis of Contractor’s Work:

Feed the Mass’ *Cultured Cooking Summer Program 2021* is an 8-week comprehensive, interactive food education program designed for PPS students ages 11-17. Through simultaneous in-person and virtual cooking classes participating students will engage in culturally enriching educational experiences centered around food. Jacobsen Valentine, professional chef and Founder / Executive Director of Feed the Mass will lead these classes along with a team of industry professionals and trained culinary interns. In-person classes for both age groups will be held on the campus of Faubion School. Simultaneously, all classes will be live streamed via Zoom for students who choose to participate virtually.

FTM will also produce a short video about the summer program, featuring instructors and students who agree to appear on camera. This video will be for participants and their families, PPS, and FTM.

2. Performance Period/ Dates and Times of Service:

Classes will be held Tuesdays & Thursdays June 22nd to August 19th (no classes July 5-9) on the campus of Faubion School.

*Tuesday Classes for 6-8th Grade & *Thursdays Classes for 9-12th Grade;

*2 sessions per day

Morning classes – 10 a.m. - Noon

Afternoon classes – 2 p.m. – 4 p.m.

Full Production team will be on site from 7 a.m. to approx. 6 p.m. Tuesdays and Thursdays

Culinary team will be on site from 9-3 p.m. on Mondays prepping for the week’s classes

We will load in gear and have a full-class run-thru at Faubion on Monday, June 21st (from 8 a.m. to 4 p.m.)

3. Detailed Description of Goals and Activities:

Goal #1: JOB TRAINING
Activities
1. For the Youth in our community to get them interested in Education, Nonprofit work, as well as the Food and Agricultural industries. All industries are lacking in people of color and we want to help them develop skills and interests that can help them play a significant part in the future of those industries
2. Students who participate will learn key skills that can be utilized in their kitchens at home as well as in the workforce.
3. Through detailed meal preparation, Students will develop their focus, attention to detail, and time management skills. And hopefully a deeper respect for the power of healthy, fresh food.
Goal #2: SPARK A CURIOSITY TO LEARN MORE ABOUT FOOD, ITS ORIGINS AND INFLUENCES AND



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
Feed the Mass

ITS IMPORTANCE IN CREATING HEALTHY COMMUNITIES.
Activities
1. Create fresh, hot meals from scratch using locally sourced ingredients as available.
2. Discuss different cultural backgrounds, ingredients, dishes, cooking techniques, and nutritional values.
3. Learn about the work of Feed the Mass does throughout the region to empower, educate, and serve the community through food

4. Data Sharing:

- *We will share relevant demographics on students who participate in our program.**
- *Ways their interests and skills evolved over the course of the program.**
- *We will have surveys available for students to complete at the end of the program.**

5. Tasks and Reports:

Activities & Reporting	Time Frame/Due Date
Prep – FTM CC production team will generate class plans; purchase all necessary supplies and equipment for the program; hire and train key personnel, generate necessary program documents; update the website for registration; perform background checks	May 28 – June 18 DUE DATE – June 21st
FTM CC Instructor and Program Director will meet weekly to discuss class participation / student progress / production procedures	Weekly throughout program
FTM CC Instructor will keep weekly status report of student involvement	Weekly throughout program
FTM CC Program Director will provide PPS all documentation as stipulated in the signed contract	As per contract

6. Contract Performance Measures:

	Target
We will achieve our goals by creating the opportunities for Youth of different ages to access this engaging form of education. Our program incorporates all the senses, creates critical thinking, and encourages teamwork – even at a safe distance. Creating a hybrid online version offers unique opportunities for substantially more Students and their families to work and learn together.	Active participation



Exhibit A
 Portland Public Schools
 Student, Instructional, and Family Engagement Services Contracts:
 Scope of Work and Performance Requirements
 Summer Enrichment 2021
Feed the Mass

Students eating what they create. For many this will be a huge accomplishment. A boost to their self-esteem. At any stage of the process, they may well discover a talent they didn't know they have.	Students discover new foods and enjoy eating what they create
If our numbers stay consistent - especially on the virtual side, that will show the benefits of putting on such a hybrid style of learning and the strengths of Chef Jacobsen's ability to develop talent in youths who might not have thought cooking was worth their time.	Maintain 80 percent virtual class participation across all 8 weeks.

7. Payment: See Contract Section 4(a) through 4(d). The total amount of this contract is **\$461,441** (not including in-kind contributions). Invoices for actual costs incurred will be submitted monthly.

8. Budget: See Proposal Attachment E. *EC*

9. Contractor Mandatory Training: Contractors and staff who work directly with students must participate in mandatory training required based on the number of unsupervised hours spent with students. **Instructions for accessing and tracking trainings will be provided the week of June 14.** *EC*

Contractor shall communicate the scope of program and student interaction to parent/guardian prior to enrollment of student(s) in the program.

Ensure your staff wears a Contractor badge, clearly displayed, at any and all virtual meetings and at all times while on school premises. Contractor shall provide the contract manager with badge verification and expiration date for all contractor staff within 14 days of contract initiation or staff hire.





Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
IRCO

1. Synopsis of Contractor’s Work:

In Person Programming : IRCO’s Summer School students will receive comprehensive culturally specific and individualized/small group community-based mentorship from IRCO staff. Programs will focus on outdoor arts and project and service-based learning that intentionally supports youth strengths and passions, social emotional supports and resource referral and navigation. Youth/families will receive in-home learning kits (i.e., journals, books, gardening, art supplies) and on-going supports and referrals to essential services (i.e. rent/utility assistance, mental health, etc.) averaging 12 hours per family (1 hour per week of additional supports). IRCO’s mentors will connect directly with youth and families about PPS summer school offerings and will support with registration and school to home and home to school communication with any students enrolled in PPS summer schools.

In the event of high COVID-19 cases in the community, or a positive case of a participant or family member enrolled in programming, applicable in person activities will be held virtually. IRCO summer youth participants will also engage in virtual learning opportunities that include culturally and linguistically specific books clubs and oral storytelling activities in youth/families native languages, math, numeracy and STEM activities, arts/music, cooking and gardening that intentionally incorporates trauma informed healing elements and create safe spaces for staff to student and peer to peer interactions and to allow new forms of self-expression, movement and wellbeing activities that affirm cultural identities and promote health and wellness (i.e. cultural dance, sports drills, play), as well as inquiry based and hands on project/community based learning activities where high school students will have opportunities to receive stipends.

2. Performance Period/ Dates and Times of Service:

This Contract runs from June 21, 2021 through August 31, 2021
 Monday - Friday (with options for weekend programming for High School students)
 Elementary: 1pm-5pm, Middle School: 2pm-6pm, High School: 3pm-8pm

3. Detailed Description of Goals and Activities:

Activities:
Programming will serve a total of 210 youth (60 Elementary, 90 Middle School and 60 High School) and 130 parents/caregivers of students attending Harvey Scott, Harrison Park, Sitton, Lent, Jason Lee, George, Roseway Heights, McDaniel and Roosevelt High School.
Project activities will benefit from interns participating in IRCO’s Youth Workforce program, with leveraged resources providing additional 1600 hours offering youth employment opportunities for at least 10 participants (at 160 hours each) in the summer school.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
IRCO

High School students will also have opportunities for service learning and community restoration projects where they can earn weekly stipends

4. Contract Performance Measures:

Number of students served	210
Staff Demographics	
Staff FTE	
What worked well	
What can be improved	
Provide final project artifacts (if applicable)	

5. Payment: See Contract Section 4(a) through 4(d). The total amount of this contract is **\$744,366** (not including in-kind contributions). Invoices for actual costs incurred will be submitted monthly.

6. Budget: See Proposal Attachment E

7. Contractor Mandatory Training: Contractors and staff who work directly with students must participate in mandatory training required based on the number of unsupervised hours spent with students. **Instructions for accessing and tracking trainings will be provided the week of June 14.**

Contractor shall communicate the scope of program and student interaction to parent/guardian prior to enrollment of student(s) in the program.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
IRCO

Ensure your staff wears a Contractor badge, clearly displayed, at any and all virtual meetings and at all times while on school premises. Contractor shall provide the contract manager with badge verification and expiration date for all contractor staff within 14 days of contract initiation or staff hire.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
Camp Fire Columbia

1. Synopsis of Contractor’s Work:

In alignment with both Portland Public Schools (PPS) Racial Educational Equity Policy Strategy F and PPS RESJ Partnerships Investment Strategy #4, Camp Fire Columbia (CFC), a licensed childcare provider, will operate an expanded culturally-responsive summer enrichment program with 80% of the program spots in two locations (Creative Science & Woodlawn) and 20% of program spots in one location (Hayhurst) being reserved for youth from historically oppressed communities including communities of color, Emergent Language Learners (ELL), working families in Title I schools, and students with special needs. Opening these three sites will help eliminate localized childcare deserts.

Culturally-responsive programming will be enhanced through collaboration with culturally-specific SUN agencies and providers at each site, as well as the recruitment of part-time Teen Youth Aides from each community. Summer Day Camp Program Aide in Training (AIT) will engage in meaningful summer work part-time (8 am-1 pm and/or 12 pm – 4 pm) five days a week for up to seven weeks. In direct alignment with their mission, “Young people want to shape the world”, they provide students the opportunity to find their spark, lift their voice, and discover who they are. These enrichment activities will provide opportunities for students to pursue learning in their own areas of interest and strengths.

Culturally responsive summer enrichment activities will be targeted to meet the needs of students including activities that are inquiry based, and provide instruction in healthy and active lifestyle, physical activity, and students’ social and emotional well-being. CFC builds summer curriculum in response to students’ interests, weaving a new interactive and comprehensive theme into each week of programming. CFC staff build space into each learning unit to pivot in real time in response to students’ expressed interest and cultural landscapes.

2. Performance Period/ Dates and Times of Service:

This Contract runs from June 15 – Aug 20, 2021.

Monday - Friday, 11-hours day (7 am to 6 pm) at Woodlawn Elementary, Creative Science Elementary, and Hayhurst Elementary June 21-August 6, 2021.

3. Detailed Description of Goals and Activities:

Activities:

- **Inquiry-Based:** During week-long learning units like “Secret Agent Academy,” and “Wings & Wheels,” youth can explore questions like, “What is code? What makes things fly?” through activities like construction of rubber-band cars and age appropriate chemistry experiments.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
Camp Fire Columbia

- **Hands-On Instruction:** Students can experience the magic of growing their own food and learning about soil science during the hands-on “Green Thumbs Gardens” learning unit. Students will also explore their own heritage and cultural connection to plants, nature and gardening.
- **Healthy & Active Lifestyle:** During the weekly “Food Frenzy” summer enrichment activities, youth can learn how to cook, share their cooking skills, and make healthy snacks to eat together. Students will also explore their own heritage and cultural connection to food and food narratives.
- **Physical Activity:** Youth in CFC summer programming have weekly and daily opportunities for physical activity including water play days, unstructured outdoor play time after every meal, and bike-riding weekly specials. Additionally, staff access partnering provider PlayWorks’ database of games and activities.
- **Social, Emotional Well-Being:** Through Positive Behavior Interventions and Supports (PBIS), CFC staff and youth partner to develop social emotional well-being. During daily conflict resolution, peer-to-peer interactions, play-based learning, and gamified group or individual incentive programs, youth cultivate awareness of and learn to vocalize their own needs and emotions.

Outcome Goals:

- Create a safe and healthy environment for youth to reacclimate to social settings through play-based, staff-supported, and youth-led enrichment activities during the summer of 2021
- Support students’ long-term academic achievement through fun, interactive learning opportunities and exposure to new concepts through free opportunities throughout the summer
- Nurture a space where youth can discover and learn about their passions through flexible and responsive curriculum design and delivery
- Inhibit opportunities for youth violence by providing part-time employment for high school students as Youth Aides in their own communities
- Collaboratively dismantle white supremacy as it manifests in childcare and educational environments through intersectional anti-racist pedagogy and training while affirming students’ cultural identities through culturally responsive opportunities
- Reinforce partnerships with culturally specific, community based and multiracial organizations that serve surrounding communities (PPS, IRCO, SEI)

Evaluations:

- Baseline demographic data collection
- Bi-seasonal surveys
- Analysis of data and feedback



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
Camp Fire Columbia

4. Contract Performance Measures:

Number of students served	94
Staff Demographics	Currently BIPOC - 31%, tbd due to ongoing recruitment
Staff FTE	15.5
What worked well	<ul style="list-style-type: none"> ● Impactful before-and-after-school as well as summer enrichment. ● COVID-safety strategies and compliance measures set by the Early Learning Division and State Office of Child Care and PPS District during Comprehensive Distance Learning (CDL), Limited In-Person Instruction (LIPI), and Hybrid learning. ● Vibrant pre-existing relationships with families, school administrators, and other service providers in both locations. Summer program compliments CFC school-year programming, enabling CFC to provide a year-round continuum of care for youth – a service families have been requesting for several years. ● Help eliminate localized childcare deserts.
What can be improved	<p>Following PPS Summer Engagement, Enrichment and Safety Programming Goals:</p> <ul style="list-style-type: none"> ● Create a safe and healthy environment for youth to reacclimate to social settings through play-based, staff-supported, and youth-led enrichment activities during the summer of 2021 ● Support students’ long-term academic achievement through fun, interactive learning opportunities and exposure to new concepts through free opportunities throughout the summer ● Nurture a space where youth can discover and learn about their passions through flexible and responsive curriculum design and delivery ● Inhibit opportunities for youth violence by providing part-time employment for high school students as Youth Aides in their own communities ● Collaboratively dismantle white supremacy as it manifests in childcare and educational environments through intersectional anti-racist pedagogy and training while affirming students’ cultural identities through culturally responsive opportunities • Reinforce partnerships with culturally specific, community based and multiracial organizations that serve surrounding communities (PPS, IRCO, SEI)




Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
Camp Fire Columbia

Provide final project artifacts (if applicable)	
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- 5. **Payment:** See Contract Section 4(a) through 4(d). The total amount of this contract is **\$274,624.24** (not including in-kind contributions). Invoices for actual costs incurred will be submitted monthly.

- 6. **Budget**

- 7. **Contractor Mandatory Training:** Contractors and staff who work directly with students must participate in mandatory training required based on the number of unsupervised hours spent with students. **Instructions for accessing and tracking training will be provided the week of June 14.** 

Contractor shall communicate the scope of program and student interaction to parent/guardian prior to enrollment of student(s) in the program.

Ensure your staff wears a Contractor badge, clearly displayed, at any and all virtual meetings and at all times while on school premises. Contractor shall provide the contract manager with badge verification and expiration date for all contractor staff within 14 days of contract initiation or staff hire.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts: Scope of
Work and Performance Requirements
Summer Enrichment 2021
POIC

1. Synopsis of Contractor’s Work:

Programming will serve 120 students through summer school and extended enrichment programming and 100 students through internships. Internship opportunities coordinated through POIC+RAHS’ Work Opportunities Training (WOT) Department. POIC+RAHS’ Natural Resource Pathway Program (NRP Program) will offer an eight week summer program option focused on physical fitness and outdoor activities. This includes two weeks of rowboat building and sailing, local planting events, wilderness field trips (fishing, a weeklong camping trip), and more. Students will receive 2 credits total for their participation.

Credit-Based Summer School Enrichment courses will include (but are not limited to): Core classes (English, Math, Science, Social Studies)

2. Performance Period/ Dates and Times of Service:

This Contract runs from (June 21), 2021 through (August 19), 2021. Summer School:

Monday-Friday **8:30am-1:30pm (5 hours)**

Enrichment/Internship: Monday-Friday **(5 hours)**

3. Detailed Description of Goals and Activities:

Activities:
<ul style="list-style-type: none"> ● Music ● PE/Yoga/Physical Fitness ● Art ● Life Skills ● WOT Workshops ● Senior credit recovery ● Core subject academic credit ● Field trips

4. Contract Performance Measures:

Number of students served	120
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Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts: Scope of
Work and Performance Requirements
2020-21 School Year
POIC

Staff Demographics	
Staff FTE	
What worked well	
What can be improved	
Provide final project artifacts (if applicable)	

5. Payment: See Contract Section 4(a) through 4(d). The total amount of this contract is **\$500,000** (not including in-kind contributions). Invoices for actual costs incurred will be submitted monthly.

6. Budget: See Proposal Attachment E. 

7. Contractor Mandatory Training: Contractors and staff who work directly with students must participate in mandatory training required based on the number of unsupervised hours spent with students. **Instructions for accessing and tracking training will be provided the week of June 14.** 

Contractor shall communicate the scope of program and student interaction to parent/guardian prior to enrollment of student(s) in the program.

Ensure your staff wears a Contractor badge, clearly displayed, at any and all virtual meetings and at all times while on school premises. Contractor shall provide the contract manager with badge verification and expiration date for all contractor staff within 14 days of contract initiation or staff hire.

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Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
7 Mindsets

1. Synopsis of Contractor’s Work:

This Camp supplies hands-on learning experiences that focus on the creation, evaluation, development, and the launching of their own start-up venture. Participants are taught and guided through the start-up fundamentals of a new venture creation. Through interactive virtual instruction, short case studies, visits from a network of alumni / young entrepreneurs as well as activities and assignments, students will get to explore the entrepreneurial and innovative mindset for success in today’s global environment.

In addition to receiving coaching from experts, students are taught firsthand from successful entrepreneurs and innovators to refine their ventures and prepare them to enter a Business Plan Pitch Competition.

Students work to build critical professional skills including problem solving, leadership, negotiations, teamwork/dynamics, ideation, marketing, research, introduction to tech software, and financial projections as well as to optimize social media for future crowdfunding opportunities.

This Camp offers an enrichment experience that allows students to pursue interest and strengths while simultaneously mobilizing them to help transform neighborhoods and communities. The Camp team plans to foster a multi-racial and culturally responsive environment that includes students and educators from all backgrounds and is focused on engaging and empowering underserved populations

2. Performance Period/ Dates and Times of Service:

June 21 - August 30, 2021

6 - 1 week sessions, 6 hours per day - 25 students per session

We will suggest the six specific weeks

3. Detailed Description of Goals and Activities:

Goals:
<u>Develop Youth Agency -</u> <ul style="list-style-type: none"> ● Increase Youth Engagement ● Improve Student Behavior and Achievement ● Improve Equity
<u>Foster Empathy and Kindness -</u> <ul style="list-style-type: none"> ● Reduce Violence ● Improve Equity
<u>Facilitate Economic Development -</u> <ul style="list-style-type: none"> ● Increase Youth Engagement ● Improve Student Behavior and Achievement



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
7 Mindsets

Activities:
<u>Social Entrepreneurship Instruction (2 hours/day)</u> Students and instructors are taught to build and run a business.
<u>7 Mindsets Instruction (1 hour/day)</u> Instruction designed to transform their lives and the communities they serve.
<u>Business Planning and Presentation Prep (1.5 hours/day)</u> Students work on their business plan and prepare for the end of week Business Plan Pitch Competition.
<u>Life Planning Project Work (.5 hour/day)</u> Students work on their individualized life plan developing goals and developing strategies to live their best life and impact the Portland community.
<u>Coaching Sessions (1 hour/day)</u> Virtual coaching and support on their efforts with their business and life plans.

4. Contract Performance Measures:

Number of students served	150
Staff Demographics	BIPOC - 50% Women - 60%
Staff FTE	Juan Casimiro, Support Staff, and various guest speakers
What worked well	The programs, lessons and student activities are developed with diverse images, stories, videos, and mindsets that are aligned with social justice standards. The intersectional group of educational advisors and curriculum writers represent urban, suburban, and rural America to offer diverse voices, perspectives, needs, and responses to diverse communities.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
7 Mindsets

What can be improved	(please supply)
Provide final project artifacts (if applicable)	(please supply if applicable)

5. **Payment:** See Contract Section 4(a) through 4(d). The total amount of this contract is **\$180,000.00** (not including in-kind contributions). Invoices for actual costs incurred will be submitted monthly.

6. **Budget**

7. **Contractor Mandatory Training:** Contractors and staff who work directly with students must participate in mandatory training required based on the number of unsupervised hours spent with students. **Instructions for accessing and tracking trainings will be provided the week of June 14.**

Contractor shall communicate the scope of program and student interaction to parent/guardian prior to enrollment of student(s) in the program.

Ensure your staff wears a Contractor badge, clearly displayed, at any and all virtual meetings and at all times while on school premises. Contractor shall provide the contract manager with badge verification and expiration date for all contractor staff within 14 days of contract initiation or staff hire.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Boys and Girls Club

1. Synopsis of Contractor’s Work:

Boys & Girls Clubs of Portland Metro (BGCP) will provide nearly 200 youth a three-month summer enrichment program that includes: unfinished learning, mentorship, the arts, sports & recreation, STEM/STEAM, workforce development, mental health & wellness and more. Our summer program consists of 5 days/week of high quality 8-hour programs for elementary aged youth. It will begin on June 14th, 2021 and end August 21st, 2021 at our three Portland locations: Regence (N. Portland), Wattles (SE Portland) and Blazers (NE Portland). BGCP’s Portland Club Sites serve a demographic predominately made up of kids of color: 65% African American/Black, 7% Hispanic/LatinX, 3% Asian, 5% Native American, 5% Multiracial and 15% White. 89% qualify for free/reduced lunch. These demographics include immigrant & refugee communities, undocumented communities, LGBTQIA+, children in the foster system, and families experiencing homelessness. BGCP serves communities primarily made up of low-income, underserved populations, such as the New Columbia community (located adjacent to the Regence Club), which consists of 556 low-income rental households managed by the public housing authority, Home Forward and include: 297 units with public housing operating subsidy, 73 units with project-based Section 8 subsidy and 186 additional units for households earning less than 60% MFI.

2. Performance Period/ Dates and Times of Service:

This Contract runs from June 14, 2021 through August 21, 2021.
 Monday - Friday (8-hours a day, 40 hours per week)

3. Detailed Description of Goals and Activities:

Activities:
Mentorship: This starts in the Trauma Informed Care foundation of our Club programming, which builds resilience in youth through dedicated adult staff mentors; provides a safe place to practice problem-solving and develop personal-agency; and delivers intentional programs and services to explore identity and build skills. Through positive youth-adult relationship building, staff mentors work with youth and teens to build their daily menu of programs, weekly themes and program incentives that make our summer programs engaging, fun and culturally-responsive. Our Clubs operate with a 1:15 adult-youth ratio and youth maintain their staff mentor throughout the summer which ensures that a youth have high-quality mentorship throughout their program attendance.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Boys and Girls Club

culturally-responsive programs: BGCP is fiercely committed to dismantling racial inequities to enable our systematically marginalized communities to grow past oppression and thrive. With the help of our VP of Equity, People and Culture position, our Clubs are staffed with equity training and assessments that help build our culturally-responsive programming. Some of these programs include Culturally-specific meal service, Family Engagement Events, The ACT Program (Making Proud Choices), Youth Affinity Groups, and Youth Led Dialogue and Community Service Projects.

Mental health services: BGCP’s structure and services stand on a foundation of Trauma-Informed Care and Equity, allowing families to gain resiliency and a feeling of more control during such an unstable time. BGCP offers free counselling and mental health services to families/parents/caregivers and youth/teens with our on-staff licensed counselor. Every Club is also staffed with a Youth & Family Services case manager to ensure that each family's unique needs are met. This grant will allow us to continue implementing these free services to the families in addition to:

- Staff connecting with families of all youth for regular check ins, resources and referrals, and collaborative support for their children.
- Conducting regular assessments and respond to community or family needs for basic needs services, such as clothing closet, food distribution, food pantry, hygiene supplies, etc.
- Provide virtual and in-person violence-preventative, social-emotional learning, specifically targeting youth displaying at-risk behaviors defined by Office of Juvenile Justice and Delinquency

targeted,- violence-preventative programming for at-risk youth

4. Contract Performance Measures:

Number of students served	200
Staff Demographics	
Staff FTE	
What worked well	
What can be improved	



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Boys and Girls Club

Provide final project artifacts (if applicable)	
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- 5. **Payment:** See Contract Section 4(a) through 4(d). The total amount of this contract is **\$359,318** (not including in-kind contributions). Invoices for actual costs incurred will be submitted monthly.

- 6. **Budget:** See Proposal Attachment E *ec*

- 7. **Contractor Mandatory Training:** Contractors and staff who work directly with students must participate in mandatory training required based on the number of unsupervised hours spent with students. **Instructions for accessing and tracking trainings will be provided the week of June 14.** *ec*

Contractor shall communicate the scope of program and student interaction to parent/guardian prior to enrollment of student(s) in the program.

Ensure your staff wears a Contractor badge, clearly displayed, at any and all virtual meetings and at all times while on school premises. Contractor shall provide the contract manager with badge verification and expiration date for all contractor staff within 14 days of contract initiation or staff hire.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
NAYA Family Center

1. Synopsis of Contractor’s Work:

The Native American Youth and Family Center (NAYA) is excited to propose nine sets of culturally-specific activities woven together into a comprehensive summer program led by approximately two dozen NAYA staff members, along with interns, youth workers, and Native professionals that will serve approximately 100 youth with in-person and virtual enrichment activities.

Community needs addressed by NAYA during the school year do not end in summer. While research demonstrates that robust summer programming is a crucial predictor of student success, the pandemic has created an immeasurable additional need for an engaging, community-led transition from a challenging year of virtual learning to in-person learning starting in fall. Native American and Alaska Native youth and families have risen to these challenges that have disproportionately impacted their communities. NAYA is proud to bolster and weave together community resilience to keep youth safe, engaged, and prepared for the coming year.

2. Performance Period/ Dates and Times of Service:

June 28, 2021 through August 27, 2021

3. Detailed Description of Goals and Activities:

Activities:

Credit Recovery Courses

Youth attending NAYA’s Many Nations Academy (MNA) who are in need of credit recovery will be offered incentives and laptops to encourage participation and to support high-school success. Principal Lisa Otero will lead three teachers and a cultural arts instructor, all of whom regularly meet with and have deep relationships with MNA youth. Staff will facilitate a hybrid-format class Monday-Friday 10:00a-3:00p from June 28 through July 23. Following this, two MNA teachers will work with students remotely on independent study until Aug 27 with the cultural arts instructor and advocate supporting students in preparing for the school year and receiving wrap-around services.

Crime Prevention through Environmental Design (CPTED) and SummerWorks

NAYA will leverage our CPTED and SummerWorks programs to support many of the other programs designed in this proposal. We are excited to braid employment for 10-20 youth ages 16-24 with peer support to realize even greater engagement for both these youth workers and their peers and mentees.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
NAYA Family Center

With support from this funding these youth workers will design and lead additional projects, working six to eight hours each day in total. Potential projects include a mural for NAYA's new garden and continued construction of a sweatlodge.

Ninth Grade Counts

This year-long mentorship program starts with a two-week, no-cost summer camp offered twice this summer: Camp 1 meets July 6–July 16, 2021; Camp 2 meets July 26–August 6, 2021. The program currently has twenty youth enrolled, many of whom are PPS students.

Youth—supported by student workers from the CPTED/SummerWorks program, two permanent staff in the Youth and Education Services (YES) department, and university interns—will meet Monday-Friday to review high school requirements, explore college and career possibilities, and gain new academic skills while learning about Native American art and teachings. Youth will get an introduction to high school life and increased self-confidence as they review graduation requirements, explore college and career possibilities, and gain new academic skills while focusing on topics in Native American studies and meeting Native scholars, mentors, and professionals. Students are also eligible to earn an elective credit even before they officially start high school; last year, a small percentage completed that credit, therefore NAYA will incentivize completion with a laptop to support youth throughout their high school career and college pursuits.

Camp Rise

For younger students, Camp Rise will provide those in grades 2–8 and their families outdoor place-based culture, education, and wellness and activities every day of the week for two to four hours each day in July and August. Activities will include camping, hiking, sound healing, plant medicine harvesting, medicine making, gardening, first-foods foraging, cooking, fitness classes, golfing, kayaking, painting, and roller skating. Activities will uplift connection to land, first foods and mental wellness.

Many high-school age natural helpers will join this effort, providing additional activities for those youth and deeper connections for the younger attendees.

Transitional Support for PPS Families

NAYA's Parent-Involvement Advocate (PIA), Keri Wilborn (Choctaw) will lead Trusted-Adult Workshops, and will support families with school tours and other logistics, with the goal of successfully starting the new school year. The PIA will support parents one-on-one and in group settings through the continued changes students and parents have experienced since the pandemic's beginning.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
NAYA Family Center

Street-Level Outreach and Connections

NAYA successfully administers a robust program of outreach to violence-impacted PPS youth, and youth who have left PPS, and referral to culturally-specific wrap-around services within the agency. We are poised to create more pro-social spaces to facilitate this work, and with support from PPS through this funding, our Connections Coach will have summer-long support to continue and deepen this work.

Re-Engagement Program

With funding from PPS, NAYA's Educational Engagement Coordinator, Becca Gruner (Kumeyaay) will be able to focus additional effort on re-engagement, high-school graduation, GED, and workforce readiness for PPS youth referred through multiple channels, including from the Street-Level Outreach team.

College Transition Services

NAYA will hire a Transitions Coordinator to support PPS graduates over summer in making the transition to college. Support will be provided for matriculation fees, housing fees and applications, and other logistics associated with matriculating to college. And as with all of NAYA's programming, wrap-around support will be available from other programs as needed.

Theater Camp

NAYA will contract with theater professionals, including actor Shaun Taylor-Corbett (Blackfeet) and Brent Florendo (Wasco of Warm Springs), Native Nations Liaison at Southern Oregon University to facilitate a theater camp, likely in a virtual format. The core program goals are 1) enabling youth to access arts careers and 2) violence prevention through cultural expression.

4. Contract Performance Measures:

Number of students served	100
Staff Demographics	
Staff FTE	



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
NAYA Family Center

What worked well	
What can be improved	
Provide final project artifacts (if applicable)	

5. Payment: See Contract Section 4(a) through 4(d). The total amount of this contract is \$254,488.33 (not including in-kind contributions). Invoices for actual costs incurred will be submitted monthly.

6. Budget:

7. Contractor Mandatory Training: Contractors and staff who work directly with students must participate in mandatory training required based on the number of unsupervised hours spent with students. **Instructions for accessing and tracking training will be provided the week of June 14.** *ec*

Contractor shall communicate the scope of program and student interaction to parent/guardian prior to enrollment of student(s) in the program.

Ensure your staff wears a Contractor badge, clearly displayed, at any and all virtual meetings and at all times while on school premises. Contractor shall provide the contract manager with badge verification and expiration date for all contractor staff within 14 days of contract initiation or staff hire.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Self Enhancement Inc.

1. Synopsis of Contractor’s Work:

Self Enhancement, Inc. (SEI) will provide afternoon enrichment, exposure, and social-emotional support for elementary, middle, and high school students. We will also collaborate with Portland Parks & Recreation to establish fun and age-appropriate athletic leagues that incorporate quick reviews/practice of social and life skills, plus brief interactive talks and exercises emphasizing civic education (e.g., how to be a contributing citizen/community member, how to “give back” to the community, respecting diverse cultures/backgrounds). This emphasis is consistent with SEI’s long-term goal of cultivating positive contributing citizens and community members. We will work with culturally specific/responsive contractors as necessary to offer high-interest sports, and other activities related to the arts, wellness, health, and opportunities to learn about various cultures and resources, aligned with student interest areas (e.g., related to college/careers). Our student service coordinators will assist approximately 502 students on their caseloads (e.g., from Boise-Eliot/Humboldt ES, Harriet Tubman MS, Ockley Green MS, Jefferson HS, Grant HS), and as part of our RESJ contract with George Middle School. SEI will assist students in accessing healthy and engaging summer activities, and will provide individual and small-group support (consistent with safety protocols) designed to keep them connected, motivated, and able to access regular, positive social-emotional support.

This case management component will also help advance violence prevention and safety goals. High school students will be helped in accessing credit recovery classes offered by PPS at Grant, and we will include some weekend activities, as appropriate, e.g., an initial July kick-off event for the summer program.

Proposed Sites and minimum estimated numbers to be served:

- (1) Grant HS (to include Jefferson HS students), 317;
 - (2) Boise-Eliot/Humboldt ES, 40 students;
 - (3) Harriet Tubman MS, 54 students;
 - (4) Ockley Green MS, 51 students;
 - (5) George MS, 40 students;
 - (6) Center for Self Enhancement, students from all the six above PPS sites.
- Total = At least 502 students served.

2. Performance Period/ Dates and Times of Service: Please see schedule below

This Contract runs from July 6, 2021 through August 6, 2021.

Four-week afternoon summer program: July 6-July 30, 2021 (3 hours daily in afternoon, M-F)

One-week basketball camp: August 2-6, 2021 (6 hours daily, Monday-Friday)

3. Detailed Description of Goals and Activities:



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Self Enhancement Inc.

Activities:	
Four-week afternoon Summer program	July 6-July 30. Monday-Friday, 3 hours in afternoon, aligned with the Academic/Accelerated Learning programs that PPS will provide at targeted Hubs.
One-week Basketball Camp	August 2-6. Full-day (six-hour) camps will be held M-F at the SEI Center (and nearby Jefferson HS, if appropriate) for high school, middle school, and elementary students, boys and girls.

4. Contract Performance Measures:

Number of students served	502-515
Staff Demographics	Predominately African American/Black, to be entered in our HR system
Staff FTE	25 coaches, 25 instructors for summer enrichment
What worked well	TBD
What can be improved	TBD
Provide final project artifacts (if applicable)	TBD

5. Payment: See Contract Section 4(a) through 4(d). The total amount of this contract is **\$717,743.75** (not including in-kind contributions). Invoices for actual costs incurred will be submitted monthly.

6. Budget:

Proposed Budget: Self Enhancement, Inc. (SEI)



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Self Enhancement Inc.

Please provide a detailed line item proposed cost for all services. Please include a separate budget for each proposed strategy. Budget should outline costs per proposed school site. In accompanying budget narrative, include a more detailed description of proposed costs. Please provide a list of other funders (be sure to delineate between confirmed and applied for funds).

Budget Item	Proposed PPS Investment	Total Other Funds	Total Program Budget
Staffing Wages and Benefits % FTE or Hourly Rate	\$95,625		
Equipment, Supplies, Curriculum & Transportation Provide detailed listing of each proposed item	\$528,500		
Administration @15% indirect costs	\$93,618.75		



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Self Enhancement Inc.

Include cost and provide % of program			
Total	\$717,743.75		\$717,743.75

BUDGET NARRATIVE

The requested 2021 Summer Enrichment, Engagement, and Safety funding will serve an estimated 502-515 K-12 students (plus their families) over five weeks of programming in July-August at PPS hubs/summer program sites. A July 10, 2021 “block” party held in Unthank Park (next to the Center for Self Enhancement) will “kick-off” SEI’s summer program, to be held both at our Center (which includes a gym and outdoor park space) and at PPS hubs/approved sites. Enrichment activities and sports/recreation designed to support healthy social-emotional and physical development will be offered in the afternoon 4-5 days a week (including some Saturdays) for four weeks, followed by SEI’s one-week (five-day) Basketball Camps for elementary, middle, and high school male and female students.

Staffing

25 SEI Summer Program Instructors (based on 1:20 instructor/student ratio), 20 hours per week @ \$20/hour x 5 weeks = \$50,000.

25 SEI Summer Program Coaches (based on 1:20 coach/student ratio), 20 hours per week @ \$14/hour x 5 weeks = \$35,000.

Fringe benefits for part-time instructors and coaches are based on a rate of 12.5% = \$10,625.

Sub-total Staffing: \$95,625 wages and fringe benefits

Equipment, Supplies, Curriculum, & Transportation



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Self Enhancement Inc.

\$30,000 for miscellaneous supplies for enrichment activities (e.g., chartpaks, sports equipment, coaches' whistles/clipboards, student notebooks, paper, copying of curriculum materials).

\$206,000 for student participation incentives/recognition (e.g., printed certificates, gift cards), based on \$400 per student.

\$100,000 for Block Party food tickets, healthy snacks, water, sack lunches during field trips, for 515 student participants.

\$30,000 for community field trips to safe spaces (e.g., natural areas, outdoor events).

\$35,000 for contracted costs of instructors/coaches (SEI PPS high school students and SEI Post-High Program college students) to help SEI staff lead Basketball Camps (high school, middle school, "pee wee" elementary, for boys and girls); at \$14/hr for coaches, \$18-20/hour for instructors.

\$22,500 for contracted services for other sports programming by approved providers (e.g., \$7,500 for Elite Sports Academy, \$7,500 for Rose City Boxing, \$7,500 for another provider to be determined, such as Academia de Futbol training for soccer).

\$30,000 to help cover costs for high school students enrolling in summer evening credit recovery classes.

\$25,000 TriMet bus passes for student travel to/from Center for Self Enhancement, afternoon/evening activities.

\$50,000 for client assistance costs to address barriers to participation and regular attendance during the summer program (e.g., shoes, clothing, Personal Protective Equipment, personal hygiene products, emergency food, dental or mental health services, phone and/or internet access cards so students can access summer online application).

Sub-total Equipment, Supplies, Curriculum, Transportation: \$528,500

\$93,618.75 for indirect costs at a reduced rate of 15% (SEI has a federally approved indirect cost rate agreement of 29.3%).

\$717,743.75 total request



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Self Enhancement Inc.

- 7. Contractor Mandatory Training:** Contractors and staff who work directly with students must participate in mandatory training required based on the number of unsupervised hours spent with students. Instructions for accessing and tracking trainings will be provided the week of June 14. *EC*

Contractor shall communicate the scope of program and student interaction to parent/guardian prior to enrollment of student(s) in the program.

Ensure your staff wears a Contractor badge, clearly displayed, at any and all virtual meetings and at all times while on school premises. Contractor shall provide the contract manager with badge verification and expiration date for all contractor staff within 14 days of contract initiation or staff hire.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Hampton Tutoring

1. Synopsis of Contractor’s Work:

Hampton Tutors’ program will be centered around lifelong learning. We focus on self-awareness, metacognitive skills, and executive functioning: tools that help learners find success in all endeavors. Our teaching is anchored in the link between mental health and academic success. When students have a deeper sense of self, and feel safe and supported by the adults in their life, they are able to engage more deeply in their learning and personal growth. We have designed a program for K-12 students to learn about themselves, develop self-esteem, find enjoyment in the creative arts, and grow their academic skills.

We will provide three days a week of academic, arts, and social-emotional programming (Monday, Wednesday, and Friday from 9am-3pm). The program will be split into three sessions—each three weeks long—for the duration of June 21- Aug 31, 2021. Our preferred locations are Grant and Franklin for high school students and Laurelhurst and Faubion for K-8 students. Should there be a demand for virtual courses, we have the ability to provide for that as well. The programming for all ages focuses on life skills and is tailored to be developmentally appropriate for each age. We’re confident that students will be excited to show up each day and we have a system in place to track attendance and remain in contact with families should a student be absent.

2. Performance Period/ Dates and Times of Service:

This Contract runs from June 21, 2021 through August 18, 2021.
 Monday, Wednesday & Friday from 9:00-3:00

3. Detailed Description of Goals and Activities:

Activities:
<p>High School daily programming (15 students per session):</p> <p>9:00-9:30 Welcome, breakfast, and centering activity such as yoga and mindfulness</p> <p>9:30-12:00 Hampton Tutors programming: Executive Functioning, Writing Workshop, Financial Literacy and Career Readiness, Global Nutrition and Cooking, Leadership activities led by youth TAs</p> <p>12:00-12:30 Lunch</p> <p>12:30-2:30 Partner-led Enrichment and Arts programming: Theatre, Music, and Art</p> <p>2:30-3:00 Reflection activity and closing</p>
<p>Middle School Daily Program: (15 students per session)</p> <p>9:00-9:30 Welcome, breakfast, and centering activity such as yoga and mindfulness</p>



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Hampton Tutoring

9:30-12:00 Hampton Tutors programming: Academic Executive Functioning, College and Career, STEAM, Global Nutrition and Cooking, Leadership activities led by youth TAs

12:00-12:30 Lunch

12:30-2:30 Partner-led Enrichment and Arts programming: Theatre, Music, and Art

2:30-3:00 Reflection activity and closing

Elementary Daily Program: (15 students per session)

9:00-9:30 Welcome, breakfast, and centering activity such as yoga and mindfulness

9:30-12:00 Hampton Tutors programming:
STEAM Creativity, Personal Wellness, Nutrition and Cooking around the world

12:00-12:30 Lunch

12:30-2:30 Partner-led Enrichment and Arts programming: Theatre, Music, and Art

2:30-3:00 Reflection activity and closing

4. Contract Performance Measures:

Number of students served	270
Staff Demographics	
Staff FTE	
What worked well	
What can be improved	
Provide final project artifacts (if applicable)	



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Hampton Tutoring

5. **Payment:** See Contract Section 4(a) through 4(d). The total amount of this contract is **\$329,718** (not including in-kind contributions). Invoices for actual costs incurred will be submitted monthly.

6. **Budget:** See Proposal Attachment E. *ec*

7. **Contractor Mandatory Training:** Contractors and staff who work directly with students must participate in mandatory training required based on the number of unsupervised hours spent with students. **Instructions for accessing and tracking trainings will be provided the week of June 14.** *ec*

Contractor shall communicate the scope of program and student interaction to parent/guardian prior to enrollment of student(s) in the program.

Ensure your staff wears a Contractor badge, clearly displayed, at any and all virtual meetings and at all times while on school premises. Contractor shall provide the contract manager with badge verification and expiration date for all contractor staff within 14 days of contract initiation or staff hire.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Synarchy Science

1. Synopsis of Contractor’s Work:

Mad Science programs camps, weekly programs & science shows are designed to spark imaginative learning!

Summer Camps: our camps engage students in a series of fun hands-on experiments and demonstrations that include at least one take-home science project. Every Mad Science Camp covers a new science topic each day and includes a t-shirt and daily take-home science projects for every camper. Our camps are designed to be inquiry-based, hands-on learning opportunities for children and offer them a chance to see just how cool science can be! Mad Science Weekly Enrichment Programs:

- meet once a week for a series of 6 weeks.
- Each class is one-hour and includes a variety of hands-on activities, demonstrations and a take-home science project for each student. Programs are designed for Kindergarten to 5th grade. Our supplies can accommodate a cohort of 15 students.
- Mad Science Spectacular Science-Themed Shows: designed to educate and entertain young audiences of any size. Audience volunteers are used, highlighting that science is fun and anyone can do it! These shows will be outdoors on the blacktop at the school, or in the closest park.

MAD SCIENCE WILL PROVIDE

- Mad Science will provide highly trained and enthusiastic instructors to deliver our programs in addition to all program materials and supplies for each camp.
- Our Mad Scientist will arrive 30 minutes prior to the start of each activity and will stay until dismissal.
- Mad Science will take great care with the space we are provided and you can expect that we will leave it cleaner than we found it.
- Compliance with all relevant OHA and PPS guidelines

2. Performance Period/ Dates and Times of Service:

June 21, 2021 through August 18, 2021

Camp hours will be 9:00am – 12:00pm, 1:00pm – 4:00pm Monday through Friday.

Mad Science will offer the same camp curriculum at the same location for two sessions/per week.

This is 15 hours of instruction for each cohort. Both cohorts receive the same curriculum.

Cohort A: Up to 15 students 9:00am – 12:00pm

Cohort B: Up to 15 students 1:00pm – 4:00pm

3. Detailed Description of Goals and Activities:

Activities:

Hands-on, interactive science learning, 3 hours per day for a week



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Synarchy Science

Hands-on, interactive science learning, 1 hour per week for 6 weeks
Engaging, instructive science shows

4. Contract Performance Measures:

Number of students served	2000
Staff Demographics	
Staff FTE	
What worked well	
What can be improved	
Provide final project artifacts (if applicable)	

5. **Payment:** See Contract Section 4(a) through 4(d). The total amount of this contract is **\$270,00** (not including in-kind contributions). Invoices for actual costs incurred will be submitted monthly.

6. **Budget:** See Proposal Attachment E *EC*

7. **Contractor Mandatory Training:** Contractors and staff who work directly with students must participate in mandatory training required based on the number of unsupervised hours spent with students. **Instructions for accessing and tracking trainings will be provided the week of June 14.** *EC*



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Synarchy Science

Contractor shall communicate the scope of program and student interaction to parent/guardian prior to enrollment of student(s) in the program.

Ensure your staff wears a Contractor badge, clearly displayed, at any and all virtual meetings and at all times while on school premises. Contractor shall provide the contract manager with badge verification and expiration date for all contractor staff within 14 days of contract initiation or staff hire.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
AlphaBest

1. Synopsis of Contractor’s Work:

ALPHABEST ENRICHMENT SUMMER CAMP

AlphaBEST’s Going Places Summer camp directly and specifically aligns to mission of Portland Public Schools, which states: A graduate of Portland Public Schools will be a compassionate critical thinker, able to collaborate and solve problems, and be prepared to lead a more socially just world. Going Places is based on the original 4 C’s namely Creativity, Critical Thinking, Collaboration, and Communication, with the addition of a 5th C; Compassion. Research shows, however, that students’ creativity hits a slump by the 4th grade. Students need reinforcements and experiences that provide creative thought if they are going to develop into future problem solvers. Enrichment activities will:

- Be offered as full day summer camps (9:00 am to 3:00 pm) at any or all Hub Sites: Scott, Bridger, Rosa Parks,
- MLK, BEH, Sitton, Kelly, Vestal, Woodmere, Grout, Markham and Chapman elementary schools.
- When: We will provide programs during any or all weeks available, ideally a minimum of 4 consecutive weeks but we are flexible.
- Include hands-on activities aligned to the Next Generation of Science Standards and Common Core Standards, and incorporates the engineering design process
- Integrate content and skills of Science, Technology, Engineering and Mathematics
- Emphasize student entrepreneurship and development of inventions
- Engage students in inquiry, logical reasoning, creative thinking, collaboration, and provide real-world problem-solving opportunities
- Integrate STEM Careers
- Incorporate Social Emotional Learning (SEL) components
- Include literacy connections specifically reading, writing, and speaking with embedded domain-specific vocabulary

2. Performance Period/ Dates and Times of Service:

July 19, 2021 through August 18, 2021
 Programming at all 12 Hub Locations for 5 weeks
 Monday – Friday 9:00 a.m. to 3:00 p.m. 60 students per location

3. Detailed Description of Goals and Activities:

Activities:
Engineer a balloon powered vehicle.
Design and build a go-cart prototype
Brainstorm, sort, categorize animal propulsion systems & drama/fitness games: Wings, Legs, & Fins.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
AlphaBest

Design an app to help match homeless pets to new families.
Create a kinetic parade float and learn about energy and motion.
Design a contraption to clean up the ocean litter.

4. Contract Performance Measures:

Number of students served	720
Staff Demographics	
Staff FTE	
What worked well	
What can be improved	
Provide final project artifacts (if applicable)	

5. Payment: See Contract Section 4(a) through 4(d). The total amount of this contract is **\$298,560.00** (not including in-kind contributions). Invoices for actual costs incurred will be submitted monthly.

6. Budget See Proposal at page 12 


7. Contractor Mandatory Training: Contractors and staff who work directly with students must participate in mandatory training required based on the number of unsupervised hours spent with students. **Instructions for accessing and tracking training will be provided the week of June 14.** 



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
AlphaBest

Contractor shall communicate the scope of program and student interaction to parent/guardian prior to enrollment of student(s) in the program.

Ensure your staff wears a Contractor badge, clearly displayed, at any and all virtual meetings and at all times while on school premises. Contractor shall provide the contract manager with badge verification and expiration date for all contractor staff within 14 days of contract initiation or staff hire.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Champions

1. Synopsis of Contractor’s Work:

In the wake of unprecedented changes to children’s learning environments in 2020, Champions is preparing for Summer 2021 with an overhaul of our Summer curriculum to respond to the needs of the moment. Our Summer Camp 2021 features 12 weeks of experiences that address the needs of children today:

- Me, You, Us: Taking care of ourselves and each other with a focus on self-concept, social skills, and emotional development
- The Future is Bright: Supporting the learning journey of each child through fun and engaging experiences that incorporate language, literacy, and STEM
- Unity in Our Community: Developing a mindset for service and for ensuring that everyone is equally welcomed and valued
- Mind & Body: Supporting physical development and mindfulness with creative movement, group games, and yoga

We propose to serve children ages 5-12, and can operate from June 21 – August 31. We suggest operating from 7:30 a.m. to 5:30 p.m., but can negotiate different hours based on need. We will provide all day care for those not being supported by SUN with enrichment, educational, SEL programming, etc. We propose to reserve grant- funded spots in our existing Summer programs, and/or serve high school students with a curated employment experience. We will focus on the HUBS that we are currently in – Kelly, Bridger, and Harrison Park. We will open 15+ spaces in our regular summer camp locations – Bridlemile, Woodstock, Buckman, Creston, and Astor. We could potentially add more based on space and need. We can also serve your Early Kindergarten Transition program with genuine expertise in early learning programs, building on EKT skills in a morning and afternoon wrap program. Whitman will primarily serve these EKT students.

2. Performance Period/ Dates and Times of Service:

This Contract runs from June 21, 2021 through August 18, 2021.
Monday - Friday, 7:30-5:30

3. Detailed Description of Goals and Activities:

Activities:
Activities are built around four content strands each month creating high-interest activities: Camp Creative, Rollicking, Ride Park, Taking on the Town, Visionaries on Vacation, Coder Cove, Maker Mountain, Engineering Estuary, Playa De Perseverance, My Calling, Compass, Jords of Fun, Summer Sails, Takeoff- Tributary



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Champions

Two-way mentorship program providing both leadership opportunities and the ability to learn from field experts in early childhood education. Review business development plan. Support K-5 students and gain direct experience in working with children.
Champions proposes to do a paid experience for as many as 40 high school students age 16 and up. We would train them like a regular Champions employee, including portable work collateral like Food Handler’s cards, CPR training, and meeting licensing requirements. We will offer additional training hours in helping to prepare them for job and scholarship selection processes, such as interviews, providing 8 additional training and mentorship hours above and beyond our typical 15 hours of onboarding. Additionally, they will participate in PPS-required trainings such as PBIS, child abuse and neglect reporting, and PPS’s health and safety training.

4. Contract Performance Measures:

Number of students served	240 - anticipated/capacity to serve
Staff Demographics	
Staff FTE	
What worked well	
What can be improved	
Provide final project artifacts (if applicable)	

5. Payment: See Contract Section 4(a) through 4(d). The total amount of this contract is **\$611,994** (not including in-kind contributions). Invoices for actual costs incurred will be submitted monthly.

6. Budget:



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Champions

Budget Item	Proposed PPS Investment	Total Other Funds	Total Program Budget
Staffing Wages and Benefits % FTE or Hourly Rate	\$354,900		\$354,900
Equipment, Supplies, Curriculum & Transportation Provide detailed listing of each proposed item	Equipment \$74,228 Supplies \$32,000 Curriculum \$10,000 Food \$21,600 Telecom and Ins \$13,003		Equipment \$74,228 Supplies \$32,000 Curriculum \$10,000 Food \$21,600 Telecom and Ins \$13,003
Administration Include cost and provide % of program.	\$106,263		\$106,263
Total	\$611,994		\$611,994

7. **Contractor Mandatory Training:** Contractors and staff who work directly with students must participate in mandatory training required based on the number of unsupervised hours spent with students. **Instructions for accessing and tracking trainings will be provided the week of June 14.**

Contractor shall communicate the scope of program and student interaction to parent/guardian prior to enrollment of student(s) in the program.

Ensure your staff wears a Contractor badge, clearly displayed, at any and all virtual meetings and at all times while on school premises. Contractor shall provide the contract manager with badge verification and expiration date for all contractor staff within 14 days of contract initiation or staff hire.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
Horizons Counseling

1. Synopsis of Contractor’s Work:

As a culturally specific organization, our staff provide culturally responsive programming, sharing the benefit of our lived experience and validating that of multiracial youth, assisting them to develop a strong sense of self, emotional awareness, self regulatory skills, and resilience. Summer programming will develop both our YEP Campers, predominantly students ages 11-14 in grades 6-8, as well as our employed YEP High School Mentors. Therefore, the overall age range will be 11-18, serving students in grades 6-12. YEP Senior Mentor staff, in collaboration with YEP High School Mentors, will provide a full day of engaging, creative arts and environmental exploration programming to a maximum of 55 YEP Campers and 10 YEP TeenMentors per session who will be separated into smaller cohorts to ensure all COVID safety precautions are implemented. We will offer three YEP Camps, each three weeks in length. YEP Camp Ujima (collective roots and responsibility) will run from June 22nd to July 9th, YEP Camp Kuumba (creativity) will run July 12th - July 30th, and YEP Summer Camp Imani (Faith in our community) August 2nd -August 20th. YEP Camp Participants will attend from 9:00 am to 3:00 pm each day Monday - Friday, and YEP Teen Mentors from 8:30 - 4:30. By providing three individual YEP Camps,we offer flexibility. Students are welcome, though not required, to attend multiple camps.

2. Performance Period/ Dates and Times of Service:

June 22-August 18, 2021 at 3 weeks each
 3 Camps for a total of 9 weeks of services.

3. Detailed Description of Activities:

Activities
<p>Global Environment and Technology: Students will be exposed to both local and rural environments. The goal will be to expose inner city youth of color to these environmental spaces, and develop a deeper understanding of the impact upon green spaces; effects upon water, soil, air; conditions affecting wildlife overall harm reduction to the environment. The students will also develop an appreciation for outdoor environments, and develop self-confidence and greater familiarity in connecting with nature. Research identifies that students of color are three times more likely to be “nature deprived” than white students. (Rowland-Shea, 2021). Classroom lessons will be enhanced by guest speakers; hands on experiments; small group discussions and students developing an ‘Environmental Action Plan’.</p>
<p>Field trips will include diverse environments, e.g. wetlands, forest, river basins,and other settings with differing environmental impacts. Students will maintain an ‘Environmental Journal’, asking questions (hypothesis) of what they experience. Program staff along with collaborating programs, will provide information and guidance, along with High School and Sr. Mentors.</p>



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
Horizons Counseling

Creative Exploration & Arts: Students will be instructed by various ‘creatives’, instructing in writing and poetry; drawing & painting; photography; dance, movement, theatre performance; music and forms of self-expression. Students will be supported to participate in the various forms of creative arts led by professional artists. Students will create their own Artist Portfolio, consisting of their own works. Students will be expected to have a My Learning Journal, which will be kept in a folder and held by YEP staff. Students will have their journal to take home with them at the end of summer session.

Physical Fitness and Nutrition: We will have daily physical fitness activities including calisthenics and structured exercise routines. All activities will be highly monitored by Sr. Mentors and Instructors. Special needs of each student will be accounted for and supervised by YEP staff.

Students take part in morning exercise, focusing upon flexibility and coordination. Students will participate in team games as well as individual physical fitness goals which will be monitored by YEP staff. Emphasis will involve learning how to take care of their bodies as well as developing teamwork skills. Students will be encouraged to keep an Activities Log to remind themselves of learned skills and information.

4. Contract Performance Measures:


Number of students served	55-165 Middle-schoolers and up to 10 High School Mentors
Staff Demographics	80% staff of color
Staff FTE	9 Staff Mentors, 2 operations staff, 1 Education Director, 1 Executive Leader, and 1 part time Communications Director.
What worked well	Attendance, Completion of student logs, journaling of student experiences with nature, energy, and art exploration. Student and parent satisfaction surveys will provide program data on summer programming.
What can be improved	
Provide final project artifacts (if applicable)	Attendance data, participant survey data, and family data will be recorded and analyzed.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
Horizons Counseling

5. **Payment:** See Contract Section 4(a) through 4(d). The total amount of this contract is \$365,197.13 (not including in-kind contributions). Invoices for actual costs incurred will be submitted every two weeks.

6. **Budget:** See Proposal Attachment F 

7. **Contractor Mandatory Training:** Contractors and staff who work directly with students must participate in mandatory training required based on the number of unsupervised hours spent with students. **Instructions for accessing and tracking trainings will be provided the week of June 14.** 

Contractor shall communicate the scope of program and student interaction to parent/guardian prior to enrollment of student(s) in the program.

Ensure your staff wears a Contractor badge, clearly displayed, at any and all virtual meetings and at all times while on school premises. Contractor shall provide the contract manager with badge verification and expiration date for all contractor staff within 14 days of contract initiation or staff hire.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Northwest Children’s Theater

1. Synopsis of Contractor’s Work:

Each neighborhood will be offered 3 two-week camps for elementary school students and 1 one-week camp for middle school students (7 weeks of camp total). Camps will run from 9AM to 3PM, and will feature both Adult Camp Facilitators and Teen Camp Leads. Class sizes will be capped at 20 students per campsite. The primary goal of each camp will be to work towards creation of a collaborative original work, with characters, story, and set developed from the imagination of the campers themselves. Campers will work in partnership with Teen Fabricators, who will be working in a centrally located pop-up Fabrication Shop, to communicate their vision and truly bring their ideas to life. Training sessions for all Teen Camp Leads and Fabricators will take place at the end of June, with the camp itself running from July 5th until August 20th. After all camps are completed, during the week of August 23rd, the high schoolers will gather for two days at the NWCT building to reflect on their experience, evaluate their progress and the camps as a whole, and explore ways that this work opportunity can positively impact their future.

Charter buses will pick up and drop off students each day, with one bus representing each location each week. In all, NWCT estimates serving 402 campers through this proposal. PPS RFP funds would support the creation of 34 full time summer jobs for high school teens, offering competitive pay and a once-in-a-lifetime experience for creative on-the-job training. NWCT has years of experience creating teen programs. Existing programs educate 30 advanced theater students each year. Immersive training keeps teens focused on creative possibilities, as they explore acting, improv, set design, costume design, lighting, sound, and much more.

2. Performance Period / Dates and Times of Service:

This Contract runs from June 21, 2021 through August 27, 2021
Monday - Friday 8:30-4:00

3. Detailed Description of Goals and Activities:

Activities:

The primary goal of each camp will be to work towards creation of a collaborative original work, with characters, story, and set developed from the imagination of the campers themselves. Campers will work in partnership with Teen Fabricators, who will be working in a centrally located pop-up Fabrication Shop, to communicate their vision and truly bring their ideas to life.

For Campers: Theater Games, World Building and Exploration, Devised Theater, Story and Play Creation, Performance, Crafting



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Northwest Children's Theater

For High School Teens Camp Counselors: Professional Development and Training, Co-Leading Camp, which includes facilitating and participating in theater games, ensemble building, conflict resolution, time management, communication development, mentoring and empowering younger students, and general collaboration

For High School Teen Fabricators: Soft and Hard Good Fabrication, including woodworking, sewing, painting, crafting; Sourcing (researching and thrift-shopping); Tech Design; Sound Creation and Composition; Teamwork and Collaboration

4. Contract Performance Measures:

Number of students served	402
Staff Demographics	
Staff FTE	
What worked well	
What can be improved	
Provide final project artifacts (if applicable)	

5. Payment: See Contract Section 4(a) through 4(d). The total amount of this contract is **\$432,840** (not including in-kind contributions). Invoices for actual costs incurred will be submitted monthly.

6. Budget: See Proposal Attachment E.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Northwest Children's Theater

7. **Contractor Mandatory Training:** Contractors and staff who work directly with students must participate in mandatory training required based on the number of unsupervised hours spent with students. **Instructions for accessing and tracking trainings will be provided the week of June 14.**

A handwritten signature in black ink, appearing to be 'EC', is located to the right of the end of the list item.

Contractor shall communicate the scope of program and student interaction to parent/guardian prior to enrollment of student(s) in the program.

Ensure your staff wears a Contractor badge, clearly displayed, at any and all virtual meetings and at all times while on school premises. Contractor shall provide the contract manager with badge verification and expiration date for all contractor staff within 14 days of contract initiation or staff hire.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Portland Playhouse

1. Synopsis of Contractor's Work:

Using our 12 years' experience designing and delivering student centered theatre education programs, Portland Playhouse (PPH) will implement nine week-long theatre programs for youth and 9 week, summer-long sessions culminating in student created plays at six Portland Public School sites. The program design centers around PPS and PPH's shared goal to empower youth as they Create, Learn & Play. Making theatre draws on and develops physical, social, intellectual, and emotional skills – and all of this begins with play. Each week-long session will guide students through age appropriate games and activities with the aim of building connections, developing confidence, and supporting self-expression as youth find and share their unique stories and abilities. While the shape of each week-long session will be similar, content will be adjusted to fit the needs and interests of students (including ELL and ESL) and the skills of PPH's professional teaching artists. Over the course of the 9-week summer-long program, youth will work together to create original performances on Social Justice topics of their choosing (e.g. Dis/ability, Racial Justice, Gun Violence). This program will use age appropriate methods to engage young people in creative problem solving, social-emotional learning, and development of emotional literacy and empathy through creating and performing live theatre. Students will gain skills in acting, movement, voice, and design, and have ongoing opportunities to explore individual interests (e.g. costumes, writing) while sharing their unique stories and voices. Our teaching professionals are guided by the philosophy that all students are already brilliant and will rise to the bar set for them. We set our standards high and offer hands to pull each other up when needed.

2. Performance Period/ Dates and Times of Service:

June 21, 2021 through August 20, 2021.

- PPH will deliver 9, week-long theatre programs at six PPS sites: two classes each at King and Boise-Eliot/Humboldt Elementary Schools (grades 2-3 and 4-5; 12 students/class), one class at Tubman Middle School (grades 6-8; 15 students), and one class each at Grant, Franklin and Roosevelt High Schools (grades 9-12; 15 students per class). Each class will last one week and students may enroll in multiple weeks. If enrolled at full capacity, each week will serve 108 students with 972 students served over the 9 weeks of summer programming.
- The 9 week program will be at six PPS sites: two sessions each at King and Boise-Eliot/Humboldt Elementary Schools (grades 2-3 and 4-5; 12 students/class), one session at Tubman Middle School (grades 6-8; 15 students), and one session each at Grant, Franklin and Roosevelt High Schools (grades 9-12; 15 students per class). Students will also take field trips to Portland Playhouse where they will have the opportunity to meet professional designers and explore theatre equipment (e.g. lighting, sound). If enrolled at full capacity, this program will deeply engage 108 students and provide 300 hours of supervised enrichment time per student.
- Elementary and middle school sessions will take place from 9:00 am-3:00 pm and high school sessions will be held from 2:00-8:00 pm. PPH is flexible to the needs and schedules of families and will accommodate late arrivals and early pick up options. Elementary and middle school students will access PPS Nutrition Services for lunches, and PPH will provide healthy and plentiful snacks for all age groups.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Portland Playhouse

3. Detailed Description of Goals and Activities:

Activities:
Engage 972 students in creative play and theatre making over 9, week-long sessions and 108 students in 8 9-week sessions.
Introduce youth to theatre fundamentals (acting, movement, storytelling and design) through play that makes space for all to shine.
Teach the skills to create and produce a play.
Provide creative outlets for participants to foster self-expression and share their voices.
Increase emotional literacy and empathy across differences.
Build confidence in public speaking.
Teach valuable leadership skills such as teamwork, communication, and accountability.
Foster skills of project based learning and collaboration.

4. Contract Performance Measures:

Number of students served	1080
Staff Demographics	
Staff FTE	
What worked well	



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
2020-21 School Year
Portland Playhouse

What can be improved	
Provide final project artifacts (if applicable)	

- 5. **Payment:** See Contract Section 4(a) through 4(d). The total amount of this contract is **\$414,405.00** (not including in-kind contributions). Invoices for actual costs incurred will be submitted monthly.
- 6. **Budget:** See Proposal Attachment E *EC*
- 7. **Contractor Mandatory Training:** Contractors and staff who work directly with students must participate in mandatory training required based on the number of unsupervised hours spent with students. **Instructions for accessing and tracking training will be provided the week of June 14.** *EC*

Contractor shall communicate the scope of program and student interaction to parent/guardian prior to enrollment of student(s) in the program.

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Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
SAM Labs

1. Sam Synopsis of Contractor’s Work:

The 3-5 Makerspace Challenge Competition will serve PPS students for 5 days, where Days 1 & 2 provide an introduction to coding, then present the challenge that teams will work to solve throughout the rest of the week, before presenting final products on Day 5.

Student groups will work with technology, prototyping, and social collaboration. The structure of the first day is set up to introduce the platform to the students and see samples of code that will serve as a starting point to the challenge’s week-long prompt. The introductory lessons on Days 1 & 2 align to various NGSS and CS standards across the 3-5 grade-level bands to promote academic advancement, but the main focus of the competition are cross-curricular skills including communication, collaboration, critical thinking, and global citizenship.

Students do not need to have any background in coding to participate; this is a fantastic chance to introduce and lay the foundation of programming in an enjoyable and safe atmosphere to students who may have not yet had the opportunity. By broadening the appeal of STEAM, it is hoped to involve, interest, and engage students from all backgrounds. SAM Labs will be recruiting and training instructors to run the competition camp. Along with the main instructors, they will be recruiting high school students to support with running the competition.

2. Performance Period/ Dates and Times of Service:

August 2-6, 2021, Monday – Friday from 9am to 3pm for 8 sites

August 9-13, 2021, Monday – Friday from 9am to 3pm for the other 8 sites

3. Detailed Description of Goals and Activities:

Goals:

Students work as groups with technology, prototyping, and social collaboration. They will be learning fundamental coding skills and applying these in engineering design processes to solve real world challenges.

Promote academic advancement, cross-curricular skills including communication, collaboration, critical thinking, and global citizenship.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
SAM Labs

Strategy	Activities	Project	Output	Summer Outcomes/ Measures	Impacts
#4 Extended Learning and Enrichment	Day 1: Introduction to Coding with SAM Labs Main Focus: Introduction Lessons to Flow-based coding: CS and NGSS	Students will be introduced to the SAM Studio coding platform, using SAM Space flow-based coding to: <ul style="list-style-type: none"> • Understand the flow-based platform, creating simple codes and learning how to pair the physical hardware blocks. • Learn about inputs, outputs, and behaviors within systems. • Create a program that represents a working traffic light and model car. • Design and Compare Smart Lighting Systems <p>Standards Connection: Students will define a problem reflecting a need or want that includes specified criteria for success and constraints on materials and time.</p>	Introduction to the foundations of coding, physical computing, and prototyping. Students will be able to work collaboratively through the design process to build simulations, practice critical thinking, and relate the programming to NGSS Engineering standards in the 3-5 grade-level band.	Students will develop perseverance skills with debugging, testing, and evaluating solutions, as well as practice communication skills with peers and presenting annotated systems. Completing the lessons and free exploration in Day 1 activities, students will also have the opportunity to collaborate both on and off screen, think critically, flex creative and artistic skills, bring their own unique perspective to the design process, and have multiple opportunities for positive interactions with peers in a safe environment.	<p>Coding Impact: Students will gain confidence through the step-by-step guidance of the initial code to independently or in groups tackle the subsequent challenges. Students will also learn that there may be multiple solutions to the problem posed.</p> <p>Intrapersonal Skills: Students will have multiple opportunities to work with others, gain an understanding that there may be differing perspectives, and work together to create a solution.</p> <p>Academic Impact: Students will have the chance to practice Computer Science and NGSS Engineering standards. Students will also have ample opportunity to practice Speaking & Listening standards throughout the day's activities.</p>
					<p>Kinesthetic Learning: Because of the nature of the challenge, students will have ample time to have hands-on experience as they navigate through SAM Space with the physical hardware blocks.</p>



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
SAM Labs

<p>#4 Extended Learning and Enrichment</p>	<p>Day 2: Introduction to Coding with SAM Labs</p> <p>Main Focus: Introduction Lessons to Block-based coding: CS and NGSS</p> <p>Maker Competition Challenge Posed</p> <p>Main focus: Design Process and introduction to prototyping</p>	<p>Students will be introduced to the SAM Studio coding platform, using SAM Blockly block-based coding to:</p> <ul style="list-style-type: none"> • Understand the block-based platform, creating simple codes and learning how to pair the physical hardware blocks. • Learn about Actions, Events, and Values within systems. • Design and Create a system that simulates a solar powered car. <p>Standards Connection: Students will define a problem reflecting a need or want that includes specified criteria for success and constraints on materials and time.</p>	<p>Introduction to the foundations of coding, physical computing, and prototyping.</p> <p>Students will be able to work collaboratively through the design process to build simulations, practice critical thinking, and relate the programming to NGSS Engineering standards in the 3-5 grade-level band.</p> <p>Students will also break into groups, decide roles and responsibilities, and determine how to work effectively to design a solution to the competition challenge.</p>	<p>Students will develop perseverance skills with debugging, testing, and evaluating solutions, as well as practice communication skills with peers and presenting annotated systems.</p> <p>Completing the lessons and free exploration in Day 2 activities, students will also have the opportunity to collaborate both on and off screen, think critically, flex creative and artistic skills, bring their own unique perspective to the design process, and have multiple opportunities for positive interactions with peers in a safe environment.</p>	<p>Coding Impact: Students will gain confidence through the step-by-step guidance of the initial code to independently or in groups tackle the subsequent challenges. Students will also learn that there may be multiple solutions to the problem posed.</p> <p>Intrapersonal Skills: Students will have multiple opportunities to work with others, gain an understanding that there may be differing perspectives, and work together to create a solution. Considering this includes an introduction to the week-long competition challenge, students will identify what it takes to have a strong group dynamic.</p> <p>Academic Impact: Students will have the chance to practice Computer Science and NGSS Engineering</p>
					<p>standards. Students will also have ample opportunity to practice Speaking & Listening standards throughout the day's activities.</p> <p>Kinesthetic Learning: Because of the nature of the challenge, students will have ample time to have hands-on experience as they navigate through SAM Blockly with the physical hardware blocks.</p>



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
SAM Labs

<p>#4 Extended Learning and Enrichment</p>	<p>Days 3-4: Independent Work: Design Process</p> <p>Main Focus: CS and NGSS within the Design Process to create a solution to the challenge</p>	<p>Students will be using the Prototyping guide to:</p> <ul style="list-style-type: none"> ● Identify the situation, define the problem statement, and empathize. ● Brainstorm, plan, and design a possible solution ● Create a working model to test, evaluate and iterate as necessary ● Create and practice final presentation <p>Standards Connection: Students will define a problem reflecting a need or want that includes specified criteria for success and</p>	<p>Introduction to the foundations of coding, physical computing, and prototyping.</p> <p>Students will be able to work collaboratively through the design process to build simulations, practice critical thinking, and relate the programming to NGSS Engineering standards in the 3-5 grade-level band.</p> <p>Students will also break into groups, decide roles and responsibilities, and determine how to work effectively to design a solution to the competition challenge.</p>	<p>Students will develop perseverance skills with debugging, testing, and evaluating solutions, as well as practice communication skills with peers and presenting annotated systems.</p> <p>Completing the research, drafting, and prototyping in Day 3-4 activities, students will also have the opportunity to collaborate both on and off screen, think critically, flex creative and artistic skills, bring their own unique perspective to the design process, and have multiple opportunities for positive interactions with peers in a safe environment.</p>	<p>Coding Impact: Students will gain confidence through the step-by-step guidance of the initial code to independently or in groups tackle the subsequent challenges. Students will also learn that there may be multiple solutions to the problem posed.</p> <p>Intrapersonal Skills: Students will have multiple opportunities to work with others, gain an understanding that there may be differing perspectives, and work together to create a solution. Considering this includes an introduction to the week-long competition challenge, students will identify what it takes to have a strong group</p>
		<p>constraints on materials and time; generate and compare multiple possible solutions to a problem based on how well each is likely to meet the criteria and constraints of the problem; plan and carry out fair tests in which variables are controlled and failure points are considered to identify aspects of a model or prototype that can be improved.</p>			<p>dynamic.</p> <p>Academic Impact: Students will have the chance to practice Computer Science and NGSS Engineering standards. Students will also have ample opportunity to practice Speaking & Listening standards throughout the day's activities.</p> <p>Kinesthetic Learning: Because of the nature of the challenge, students will have ample time to have hands-on experience as they navigate through SAM Studio in addition to integrating with optional maker materials within their design.</p>



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
SAM Labs

<p>#4 Extended Learning and Enrichment</p>	<p>Day 5: Independent Work: Design Process and Final Presentations</p> <p>Main Focus: CS and NGSS within the Design Process to create a solution to the challenge</p>	<p>Students will be using the Prototyping guide to:</p> <ul style="list-style-type: none"> • Create a working model to test, evaluate and iterate as necessary • Practice and deliver final presentation <p>Standards Connection: Students will define a problem reflecting a need or want that includes specified criteria for success and</p>	<p>Introduction to the foundations of coding, physical computing, and prototyping.</p> <p>Students will be able to work collaboratively through the design process to build simulations, practice critical thinking, and relate the programming to NGSS Engineering standards in the 3-5 grade-level band.</p> <p>Students will also break into groups, decide roles and</p>	<p>Students will develop perseverance skills with debugging, testing, and evaluating solutions, as well as practice communication skills with peers and presenting annotated systems.</p> <p>Completing their evaluations and presenting in Day 5 activities, students will also have the opportunity to collaborate both on and off screen, think critically, flex creative</p>	<p>Coding Impact: Students will present their final codes to their working models that showcase their solution(s) to the challenge prompt.</p> <p>Intrapersonal Skills: Students will have multiple opportunities to work with others, gain an understanding that there may be differing perspectives, and work together to create a solution. Students will identify what it takes to</p>
		<p>constraints on materials and time; generate and compare multiple possible solutions to a problem based on how well each is likely to meet the criteria and constraints of the problem; plan and carry out fair tests in which variables are controlled and failure points are considered to identify aspects of a model or prototype that can be improved.</p>	<p>responsibilities, and determine how to work effectively to design a solution to the competition challenge.</p>	<p>and artistic skills, bring their own unique perspective to the design process, and have multiple opportunities for positive interactions with peers in a safe environment.</p>	<p>have a strong group dynamic.</p> <p>Academic Impact: Students will have the chance to practice Computer Science and NGSS Engineering standards. Students will also have ample opportunity to practice Speaking & Listening standards throughout the day's activities.</p> <p>Kinesthetic Learning: Because of the nature of the challenge, students will have ample time to have hands-on experience as they navigate through SAM Studio in addition to integrating with optional maker materials within their design.</p>

Activities:

Day 1 - Introduction to Flow-based Coding with SAM Labs

- Starter Lesson (Intro to SAM Space)
- Sustainability Lesson: SAM Space
- Self-Guided Investigations within the platform



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
SAM Labs

Day 2 - Introduction to Block-based Coding with SAM Labs & Introduction to Competition: Challenge, Criteria and Constraints

- Starter Lessons (Intro to SAM Blockly)
- Sustainability Lesson: SAM Blockly
- Challenge posed
- Overview of Design Process and Prototyping Guide

Day 3 - Groups form and work through the design process

- Research, plan, design and begin to build solution

Day 4 - Groups continue to work through the design process

- Complete build, test, evaluate, debug, and improve build

Day 5 - Groups finalize solutions and present to judges and peers

- Finalize build and present solution to judges (instructors)
- Prizes awarded to top 3 groups

4. Contract Performance Measures:

Number of students served	320
Staff Demographics	The intention is to hire a diverse team of instructors representing communities across Portland.
Staff FTE	SAM Labs will be hiring 16 adult instructors (1 per site) as well as 32 student guides.
What worked well	
What can be improved	



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
SAM Labs

Provide final project artifacts (if applicable)	
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5. **Payment:** See Contract Section 4(a) through 4(d). The total amount of this contract is **\$222,847.00** (not including in-kind contributions). Invoices for actual costs incurred will be submitted monthly.

6. **Budget**

7. **Contractor Mandatory Training:** Contractors and staff who work directly with students must participate in mandatory training required based on the number of unsupervised hours spent with students. **Instructions for accessing and tracking training will be provided the week of June 14.**

Contractor shall communicate the scope of program and student interaction to parent/guardian prior to enrollment of student(s) in the program.

Ensure your staff wears a Contractor badge, clearly displayed, at any and all virtual meetings and at all times while on school premises. Contractor shall provide the contract manager with badge verification and expiration date for all contractor staff within 14 days of contract initiation or staff hire.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
Chess For Success

1. Synopsis of Contractor’s Work:

Strategic investment of resources drives the choice of seven (7) school hubs:

- Faubion
- Harrison Park
- Kelly
- MLK
- Rosa Parks
- Sitton
- Tubman

Time for community-building through games, team-building activities, and casual conversation is a central component of this program. Safety is a primary concern, therefore, the students are split into three (3) groups of up to ten (10) students each; which allows for intimate conversations, assures that everyone can be heard and validated, and allows for more space between participants.

A combination of structured and open-ended activities are offered: structure at the beginning of the day and end of the day and designated time exploring as a group in the middle of the day through organized games and crafts in rotation groups. Campers will be assigned to stable groups, by age, for the week; during the registration process, parents can list one (1) friend or sibling close in age to be assigned to the same camp group.

Studies have confirmed that chess improves academic performance, concentration, logical thinking, judgment, creativity, problem solving, emotional intelligence and social skills. Strategic games are inherently a social activity, they offer a rich learning environment for students to express and develop skills and personal attributes. They encourage rational thinking, cooperation, risk assessment, and delayed gratification, develop emotional control and encourage youth to reflect on their behavior under emotionally intense situations thus developing strong emotional intelligence. They encourage creativity and improve problem solving skills - all while having fun.

2. Performance Period/ Dates and Times of Service:

Four (4) two-week sessions: June 21, 2021 - August 19, 2021, Monday-Thursday (no camps running the week of July 5-8)

Beginning after the students have finished eating or at 8:30 am, whichever is soonest, and ending at 1:30 pm

3. Detailed Description of Activities:

Activities:
Practicing mindfulness, goal setting, and focus with daily small group opening and closing circles Pro-social peer engagement through songs, skits, and storytelling



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
Chess For Success

Mental stimulation and socio-emotional exercises - strategic games, chess instruction & match play
 Thinking, playing, and exploration with a small group in a similar age range
 Snacks and lunch
 COVID-safe small group games
 Open-ended art and nature crafts to foster creativity and expression

4. Contract Performance Measures:

Number of students served	670-840
Staff Demographics	5 - BIPOC 2 - White
Staff FTE	
What worked well	
What can be improved	
Provide final project artifacts (if applicable)	

5. Payment: See Contract Section 4(a) through 4(d). The total amount of this contract is **\$181,800.00** (not including in-kind contributions). Invoices for actual costs incurred will be submitted monthly.

6. Budget: See Proposal Attachment E.

7. Contractor Mandatory Training: Contractors and staff who work directly with students must participate in mandatory training required based on the number of unsupervised hours spent with students. **Instructions for accessing and tracking training will be provided the week of June 14.**



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
Chess For Success

Contractor shall communicate the scope of program and student interaction to parent/guardian prior to enrollment of student(s) in the program.

Ensure your staff wears a Contractor badge, clearly displayed, at any and all virtual meetings and at all times while on school premises. Contractor shall provide the contract manager with badge verification and expiration date for all contractor staff within 14 days of contract initiation or staff hire.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
Horizons Counseling

1. Synopsis of Contractor’s Work:

As a culturally specific organization, our staff provide culturally responsive programming, sharing the benefit of our lived experience and validating that of multiracial youth, assisting them to develop a strong sense of self, emotional awareness, self regulatory skills, and resilience. Summer programming will develop both our YEP Campers, predominantly students ages 11-14 in grades 6-8, as well as our employed YEP High School Mentors. Therefore, the overall age range will be 11-18, serving students in grades 6-12. YEP Senior Mentor staff, in collaboration with YEP High School Mentors, will provide a full day of engaging, creative arts and environmental exploration programming to a maximum of 55 YEP Campers and 10 YEP TeenMentors per session who will be separated into smaller cohorts to ensure all COVID safety precautions are implemented. We will offer three YEP Camps, each three weeks in length. YEP Camp Ujima (collective roots and responsibility) will run from June 22nd to July 9th, YEP Camp Kuumba (creativity) will run July 12th - July 30th, and YEP Summer Camp Imani (Faith in our community) August 2nd -August 20th. YEP Camp Participants will attend from 9:00 am to 3:00 pm each day Monday - Friday, and YEP Teen Mentors from 8:30 - 4:30. By providing three individual YEP Camps,we offer flexibility. Students are welcome, though not required, to attend multiple camps.

2. Performance Period/ Dates and Times of Service:

June 22-August 18, 2021 at 3 weeks each
 3 Camps for a total of 9 weeks of services.

3. Detailed Description of Activities:

Activities
<p>Global Environment and Technology: Students will be exposed to both local and rural environments. The goal will be to expose inner city youth of color to these environmental spaces, and develop a deeper understanding of the impact upon green spaces; effects upon water, soil, air; conditions affecting wildlife overall harm reduction to the environment. The students will also develop an appreciation for outdoor environments, and develop self-confidence and greater familiarity in connecting with nature. Research identifies that students of color are three times more likely to be “nature deprived” than white students. (Rowland-Shea, 2021). Classroom lessons will be enhanced by guest speakers; hands on experiments; small group discussions and students developing an ‘Environmental Action Plan’.</p>
<p>Field trips will include diverse environments, e.g. wetlands, forest, river basins,and other settings with differing environmental impacts. Students will maintain an ‘Environmental Journal’, asking questions (hypothesis) of what they experience. Program staff along with collaborating programs, will provide information and guidance, along with High School and Sr. Mentors.</p>



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
Horizons Counseling

Creative Exploration & Arts: Students will be instructed by various ‘creatives’, instructing in writing and poetry; drawing & painting; photography; dance, movement, theatre performance; music and forms of self-expression. Students will be supported to participate in the various forms of creative arts led by professional artists. Students will create their own Artist Portfolio, consisting of their own works. Students will be expected to have a My Learning Journal, which will be kept in a folder and held by YEP staff. Students will have their journal to take home with them at the end of summer session.

Physical Fitness and Nutrition: We will have daily physical fitness activities including calisthenics and structured exercise routines. All activities will be highly monitored by Sr. Mentors and Instructors. Special needs of each student will be accounted for and supervised by YEP staff.

Students take part in morning exercise, focusing upon flexibility and coordination. Students will participate in team games as well as individual physical fitness goals which will be monitored by YEP staff. Emphasis will involve learning how to take care of their bodies as well as developing teamwork skills. Students will be encouraged to keep an Activities Log to remind themselves of learned skills and information.

4. Contract Performance Measures:


Number of students served	55-165 Middle-schoolers and up to 10 High School Mentors
Staff Demographics	80% staff of color
Staff FTE	9 Staff Mentors, 2 operations staff, 1 Education Director, 1 Executive Leader, and 1 part time Communications Director.
What worked well	Attendance, Completion of student logs, journaling of student experiences with nature, energy, and art exploration. Student and parent satisfaction surveys will provide program data on summer programming.
What can be improved	
Provide final project artifacts (if applicable)	Attendance data, participant survey data, and family data will be recorded and analyzed.



Exhibit A
Portland Public Schools
Student, Instructional, and Family Engagement Services Contracts:
Scope of Work and Performance Requirements
Summer Enrichment 2021
Horizons Counseling

5. **Payment:** See Contract Section 4(a) through 4(d). The total amount of this contract is \$363,412 (not including in-kind contributions). Invoices for actual costs incurred will be submitted every two weeks.

6. **Budget:** See Proposal Attachment F 

7. **Contractor Mandatory Training:** Contractors and staff who work directly with students must participate in mandatory training required based on the number of unsupervised hours spent with students. **Instructions for accessing and tracking trainings will be provided the week of June 14.** 

Contractor shall communicate the scope of program and student interaction to parent/guardian prior to enrollment of student(s) in the program.

Ensure your staff wears a Contractor badge, clearly displayed, at any and all virtual meetings and at all times while on school premises. Contractor shall provide the contract manager with badge verification and expiration date for all contractor staff within 14 days of contract initiation or staff hire.

RESOLUTION No. 6320

Revenue Contracts that Exceed \$150,000 Limit for Delegation of Authority

RECITAL

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) to enter into and approve all contracts, except as otherwise expressly authorized. Contracts exceeding \$150,000 per contractor are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW REVENUE CONTRACTS

No New Revenue Contracts

NEW INTERGOVERNMENTAL AGREEMENTS / REVENUE (“IGA/Rs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
David Douglas School District	8/24/21 through 6/30/22	Intergovernmental Agreement / Revenue IGA/R 90179	Columbia Regional Program will provide DDSD school age classroom services for children who are Deaf/Hard of Hearing.	\$229,300	K. Cuellar Fund 299 Dept. 5422 Grant S0031
State of Oregon	7/1/21 through 6/30/22	Intergovernmental Agreement / Revenue IGA/R 90187	Funding for Teen Parent Services child care program.	\$254,640	K. Cuellar Fund 205 Dept. 4306 Grant G1377

AMENDMENTS TO EXISTING REVENUE CONTRACTS

No Amendments to Existing Revenue Contracts



INTERGOVERNMENTAL AGREEMENT / REVENUE
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON (PORTLAND PUBLIC SCHOOLS)
on behalf of COLUMBIA REGIONAL PROGRAM
and
DAVID DOUGLAS SCHOOL DISTRICT #40J

Contract No. IGA/R_ 90179

THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS
SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE

This Intergovernmental Agreement ("Contract") is between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") on behalf of Columbia Regional Program and David Douglas School District ("Agency") pursuant to authority in ORS Chapter 190. District and Agency agree as follows:

AGENCY DATA

Agency Name: David Douglas School District
Agency Contact Person: Mary Pearson
Address: 11300 NE Halsey ST
City, State, ZIP: Portland, OR 97220
Telephone: 503-261-8209
Email: mary_pearson@ddsd 40.org

District Point of Contact: Pam Goska (pgoska@pps.net), Columbia Regional Program, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

TERMS AND CONDITIONS

- 1. Term and Termination. This Contract becomes effective on August 24, 2021. Unless earlier terminated as provided below, this Contract shall continue through June 30, 2022.
2. Early Termination. Unless otherwise specified herein, this Contract may be terminated as follows:
a. Mutual: District and Agency may terminate this Contract at any time by their written agreement.
b. Unilateral: Either party may terminate this Contract upon providing 60 days' written notice to the other party.
3. Contract Documents. This Contract consists of
a. [] these Terms and Conditions only.
OR
b. [X] these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:
Exhibit A (Statement of Work) (Only if box 3.b checked)
Exhibit B (Student Roster)
4. Statement of Work. District shall perform the work described in Exhibit A.
5. Maximum Total Payment; Invoices. No payment shall be made until this Contract is fully executed by the authorized representatives of both parties. Agency shall pay District up to a maximum total payment, including all expenses whatsoever, of \$229,300.00 for District services detailed in Exhibit A. District shall send invoices to the Agency Contact Person listed above. Upon work completion, work acceptance, invoice approval, and according to these Terms and Conditions, Agency shall pay District net 30 days.

6. **Independent Contractor Status.** By its signature on this contract, Agency certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Agency is solely responsible for the work performed under this Contract. Agency represents and warrants that Agency, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Agency shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.
7. **Subcontracts; Assignment.** Neither party shall subcontract or assign any part of this Contract without the written consent of the other party.
8. **Records Maintenance; Access to Records.** Both parties shall retain and keep accessible all financial records, books, documents, papers, plans, records of shipments and payments and writings (collectively, "Documents") for a minimum of six years, or any longer period that may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. Each party shall have access to the Documents whether in paper, electronic, or other form of the other party, which are related to this Contract for the purpose of examination, copying, and audit, unless otherwise limited by law.
9. **Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information.** Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively "FERPA." Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a "school official" as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that will it not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law. If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.
10. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws applicable to public contracts, licensures, business registrations, and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.
11. **Mutual Indemnification.** Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), District agrees that it shall indemnify and hold harmless Agency against and from any costs, expenses, attorneys' fees, damages, claims, grievances, injury, or loss to which Agency may be subject directly relating to any wrongdoing, misconduct, wont of care, skill, negligence, or default by Columbia or District's agents, employees, or assigns, in the execution or performance of this Contract.

Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Agency agrees that it shall indemnify and hold harmless Columbia and District against and from any costs, expenses, attorneys' fees, damages, claims, grievances, injury, or loss to which Columbia or District may be subject directly relating to any wrongdoing, misconduct, wont of care, skill, negligence, or default by Agency, Agency's agents, employees, or assigns, in the execution or performance of this Contract.

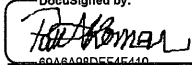
- 12. Insurance.** District is self-insured according to the statutory limits set in the State of Oregon for any liability, property, and auto claims. District represents and warrants that it has and will maintain adequate funding of this self-insurance to cover any claim that may result from or arise out of this Contract. In addition, District is self-insured for its workers' compensation for employees and shall provide benefits as prescribed by the State of Oregon. If providing any services under this Contract, then at all times Agency shall maintain in force at Agency's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:
- a. Workers' Compensation. As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Agency and all subcontractors of Agency with one or more employees shall have this insurance unless exempt under ORS 656.027. Agencies that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.
 - b. Professional Liability / Errors & Omissions (E&O). If Agency is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Agency shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This coverage shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.
 - c. General Liability. Agency shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
 - d. Motor Vehicle Liability. If Agency is providing services that require Agency to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Agency shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
 - e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Agency alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Agency's coverage shall be primary in the event of loss.
 - f. Certificate of Insurance. Upon District request, Agency shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Agency's services provided under this Contract. The certificate must specify an additional insured endorsement, and Agency shall attach a copy of the endorsement to the certificate. If requested by District, Agency shall also provide complete copies of insurance policies to District.
- 13. Controlling Law; Venue.** The parties agree that that Oregon law will govern any dispute under this Contract or related to this Contract, and that they will conduct any litigation arising out of this Contract in courts located in Multnomah County, Oregon.
- 14. Amendments; Renewal.** Any amendments, consents to, or waivers of the provisions of this Contract shall be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

- 15. **Waiver; Severability.** Waiver of any default or breach under this Contract by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
- 16. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
- 17. **Entire Agreement.** When signed by the authorized representatives of both parties, this Contract and its attached Exhibits is their final and entire agreement. As their final expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

I HAVE READ THIS CONTRACT, INCLUDING ITS EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

AGENCY

DISTRICT

DocuSigned by:

 60A8A98D5E4F440

Signature

Emily Courtnage
 Director, Purchasing & Contracting

Patt Komar,
 Director of Administrative Services

Printed Name and Title

Date

5/14/2021

Date

COLUMBIA REGIONAL CONTACT:

Pam Goska
 Columbia Regional Program
 833 NE 74th Avenue
 Portland, Or 97213
 503.916.5570

TIN: 93-6000830

**EXHIBIT A
STATEMENT OF WORK AND PAYMENT**

DUTIES

1. Columbia Regional Program (Columbia) shall:

- A. Provide regionally eligible **SCHOOL-AGE** children Deaf and Hard of Hearing classroom services.
- B. Provide the following staff support:
 - 1) Certified Teachers of the Deaf and Hard of Hearing ("DHH")
 - 2) Paraprofessionals
 - 3) Speech Pathologist, specializing in Speech/Language for DHH
 - 4) School Psychologist, specializing in support for DHH
 - 5) ASL Interpreters determined by student need and individualized education plan ("IEP") team decisions at the billing rate stated below.
- C. Include provision for substitute:
 - 1) Teacher
 - 2) Paraprofessional
 - 3) ASL Interpreter
- D. Provide limited supplies.
- E. Provide access to interpreters available for extracurricular activities at the billing rate stated below.

2. Agency shall

- A. Arrange and provide, at its sole cost, all student transportation to and from the classroom.
- B. In conjunction with the Columbia DHH classroom teacher, develop and participate in an annual IEP for students and consider such amendments to the IEP as may be suggested by Columbia.
- C. Provide Columbia with information reasonably available to it on students.

PAYMENT and INVOICES

- 1. Payment under this Contract is based upon anticipated services requested by Agency for August 24, 2021 through June 30, 2022. The maximum total payment noted in Section 5 of the Terms and Conditions is subject to enrollment fluctuations and service adjustments as agreed upon by both parties. The maximum total payment is not limited to, or by, these estimates and shall be paid on a per-student service request basis.

David Douglas School District, \$229,300.00

2. Agency has requested the following services with associated billing rates based on the following annual fee(s):

- 6 \$25,000 for Columbia classroom for DHH students
- 4 \$8,275 for elementary interpreter Columbia classroom K – 5th grade
- 2 \$23,100 for partial interpreter Columbia classroom middle and high school
- \$34,450 for 1/2 time interpreter Columbia high school classroom mainstreamed
- \$68,900 for a full interpreter for student fully mainstreamed in general education
- \$55,860 for a full-time 1:1 paraeducator for student fully mainstreamed in general education
- Interpreters available for extra-curricular activities at \$65./hour

3. Upon work completion, Columbia shall submit detailed invoices to District on the following quarterly schedule:

- November 2021: For enrollment August 24, 2021 through November 6, 2021
- February 2022: For enrollment November 9, 2021 through January 29, 2022
- April 2022: For enrollment February 1, 2022 through April 9, 2022
- June 30, 2022: Final payment due for enrollment April 12, 2022 through June 30, 2022

4. Columbia Regional Program shall mail invoices to the person and address listed below:

Attention: Mary Pearson, SpEd Director
David Douglas School District
11300 NE Halsey St
Portland, OR 97220

5. Agency shall pay Columbia net 30 days, mailing payments to the address below:

Aaron Musk
Grant Accounting
Portland Public Schools
P.O. Box 3107
Portland, OR 97208-3107

PROJECTED

**CRP Deaf/Hard of Hearing Special Focus Classroom
David Douglas 2021 - 2022 Fee for Service**

Last Name	First Name	Program	Tuition	Interpreter	First Qtr.		Second Qtr.		Third Qtr.		Balance		School	Comments
					Tuition	Terp	Tuition	Terp	Tuition	Terp	Tuition	Terp		
Cruz Morales	Alber "Jr"	Tuition	25,000.00										Creston	
Cruz Morales	Alber "Jr"	Elem Interp		8,275.00									Creston	
Dowedia	Scotty	Tuition	25,000.00										Mt Tabor	
Dowedia	Scotty	P/T Interp		23,100.00									Mt Tabor	
Heras Gonzalez	Anthony	Tuition	25,000.00										Creston	Kindr
Heras Gonzalez	Anthony	Elem Interp		8,275.00									Creston	
Heras Gonzalez	Johnny	Tuition	25,000.00										Creston	
Heras Gonzalez	Johnny	Elem Interp		8,275.00									Creston	
Klymenko	Timofii	Tuition	25,000.00										Mt Tabor	
Klymenko	Timofii	P/T Interp		23,100.00									Mt Tabor	
Seare	Minab	Tuition	25,000.00										Creston	
Seare	Minab	Elem Interp		8,275.00									Creston	
Total			\$150,000.00	\$79,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Combined 2021/2022 Projected Fees			\$229,300.00											
Total First Quarter					\$0.00									
Total Second Quarter							\$0.00							
Total Third Quarter									\$0.00					
Total Fourth Quarter											\$0.00			
		Fee	One quarter	One Day (17/6)										
Tuition		\$25,000.00	\$6,250.00	\$145.00										
Elem Interpreter		\$8,275.00	\$2,069.00	\$47.50										
Partial Interp.		\$23,100.00	\$5,775.00	\$132.00										
1/2 Interpreter		\$34,450.00	\$8,612.50	\$197.00										
Full Interp./ home district		\$68,900.00	\$17,225.00	\$394.00										
1:1 Para		\$55,860.00	\$13,965.00	\$320.00										
Per hour cost for extra interpreter time		\$65.00	N/A	N/A										



Agreement Number 169441

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “ODHS” and

**Multnomah County School District #1
Portland Public Schools
501 N Dixon St.
Portland, OR 97208
Attention: Emily Courtnage
Telephone: 503-916-3421
E-mail address: ecourtnage@pps.net**

hereinafter referred to as “School District.”

Work to be performed under this Agreement relates principally to ODHS’

**Director’s Office and Central Services
500 Summer St. NE E-48
Salem, OR 97301
Agreement Administrator: Kirstin Holman or delegate
Telephone: 503-945-5600
E-mail address: Kirsten.b.holman@dhsoha.state.or.us**

1. **Effective Date and Duration.** This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **July 1, 2021**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2022**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. **Agreement Documents.**

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Subsidy Financial Records and Billing
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions

There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, H, G, B, A, and C.

3. **Consideration.**

a. The maximum not-to-exceed amount payable to School District under this Agreement, which includes any allowable expenses, is **\$254,640.00**. ODHS will not pay School District any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. ODHS will only pay for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by School District as set forth in Exhibit A.

4. **Contractor or Subrecipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:

School District is a subrecipient School District is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.575.

5. School District Data and Certification.

- a. School District Information. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

School District Name (exactly as filed with the IRS):

School District 2J
Multnomah County, Oregon Portland Public Schools

Street address: 501 W. Dixon St. P.O. Box 3107

City, state, zip code: Portland, Oregon 97208-3107

Email address: tjames@pps.net; lgovan@pps.net

Telephone: (503) 916-5858 Facsimile: (503) 916-2729

School District Proof of Insurance: School District shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: Corvel Corp P.O. Box 230608 Portland, OR 97281

Policy #: _____ Expiration Date: _____

- b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- (1) School District acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the School District and that pertains to this Agreement or to the project for which the Agreement work is being performed. School District 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. School District further acknowledges that in addition to the remedies under this Agreement, 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 School District;
- (2) The information shown in Section 5.a "School District Information" above is School District's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, School District has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

- (4) School District and School District's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (5) School District is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at <https://www.sam.gov/SAM>;
- (6) School District is not subject to backup withholding because:
 - (a) School District is exempt from backup withholding;
 - (b) School District has not been notified by the IRS that School District is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified School District that School District is no longer subject to backup withholding; and
- (7) School District's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, School District shall provide ODHS with the new FEIN or SSN within 10 days.

SCHOOL DISTRICT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SCHOOL DISTRICT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SCHOOL DISTRICT: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS

6. Signatures.

Multnomah County School District #1

Portland Public Schools

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon, acting by and through its Oregon Department of Human Services

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Approved via e-mail by Jeffrey J. Wahl, Assistant Attorney General
Department of Justice

May 6, 2021
Date

EXHIBIT A

Part 1 Statement of Work

1. Purpose:

School District shall deliver the Services, as described in this Agreement to assist teen parents in accessing childcare to allow them to participate in an approved Education program leading to graduation from high school or a General Education Diploma (GED) completion program.

2. Definitions:

Terms listed below shall have the following meaning in this Agreement:

- a. **“Child with Special Needs”** means a child who requires a level of care over and above the norm for his or her age due to a physical, behavioral or mental disability, as defined in OAR 461-155-0150(1)(e), and is approved by ODHS to be paid at the Special Needs Rate as defined in OAR 461-155-0150(2).
- b. **“Child Care Development Fund 93.757 (CCDF)”** means the primary source of United States federal funding for child care subsidies for low-income working families and funds to improve child care quality.
- c. **“Education Program”** means a high school, school-based program, approved high school completion program or GED program sponsored by a School District, community college, community-based nonprofit, or certified private school.
- d. **“ERDC”** means the Employment Related Day Care Program
- e. **“Office of Child Care (OCC)”** means a division of the Early Learning Division of the Oregon Department of Education.
- f. **“Quality Rating and Improvement System (QRIS)”**: QRIS is a star rating system that programs can choose to participate in. They get a star rating from the QRIS by meeting standards that are good for children.
<http://trouw.org/projects/qrisc>
- g. **“Services” or “Work”** means all Services performed by School District under this Agreement.
- h. **“TANF”** means the Temporary Assistance for Needy Families program.
- i. **“Teen Parent”** means a student-parent age 21 and under who is enrolled into an approved Education Program leading to graduation from high school or a GED approved program.

3. Teen Parent Child Care Eligibility Standards:

- a. To be eligible for Services under this Agreement the Teen Parent must be:
 - (1) A Student Parent, attending an approved Education Program leading to graduation from high school or a GED completion program.

- (2) Not otherwise be receiving subsidized child care assistance for hours attending an approved Education Program from ODHS under TANF or ERDC programs (see Section 3.d.(3) below).
 - (3) An Oregon resident who is a parent of a child under age 14 or a Child with Special Needs under 18.
 - (4) Teen Parent and their dependent(s) must meet ERDC income limits found at: <https://www.oregon.gov/DHS/ASSISTANCE/CHILD-CARE/Pages/Parents.aspx> .
 - (5) All Teen Parents are considered single parents regardless of their marital status.
- b.** To be eligible for Services under this Agreement the Teen Parent’s child receiving day care must be:
- (1) A United States (U.S.) citizen or a qualified noncitizen (QNC), or other unqualified noncitizen per OAR 461-120-0110.
 - (2) Under age 14 or a Child with Special Needs under age 18.
- c.** Teen Parents may be eligible for up to six (6) months post-graduation child care if they are currently receiving Services under the Teen Parent subsidy and will be participating in one of the following:
- (1) Employment search;
 - (2) Vocation Education program of post-secondary education which requires a high school diploma or equivalent;
 - (3) Job training program or cooperative work experience; or
 - (4) Pre-apprenticeship program.

Post-graduation begins the month following graduation, unless the Parent Teen graduates in June, the child care program does not operate during the summer months, and the Parent Teen enrolls into one of the approved activities in Section 3.c. above in the fall. In this circumstance the six-month post-graduation care would begin in September.

- d.** School District shall comply with the following:
- (1) Determine applicant eligibility utilizing the ODHS approved Teen Parent application for child care Services (using the form prescribed by ODHS).
 - (2) Ensure the Teen Parent is enrolled into and participating in an approved high school or GED program as defined in Section 3.a.
 - (3) Verify the Teen Parent is not receiving TANF child care assistance payments for hours attending an approved Education Program before approving a parent for Services under this Agreement.

School District shall submit to the local ODHS office an authorization for use and disclosure of individual information (using the form prescribed by ODHS, *Release for Disclosure, Sharing and Use of Information – ODHS*

3010) if requesting case information regarding a Teen Parent's ODHS benefits. This form shall be completed and submitted to ODHS prior to or at the time the information request is made.

- (4) Review eligibility standards for the child care program to determine whether the family meets the eligibility requirements outlined in this Agreement, certify the eligibility determination, and sign the completed application, School District's signature on the completed application attests to the review and retention of documents as stated in Exhibit B, "Standard Terms and Conditions" Section 15. Records Maintenance; Access." and determination of eligibility. In addition to the Services specified in this Subsection (4), School District shall verify:
 - (a) Income of Parent using a recent month's worth of pay verification.
 - (b) Parent is enrolled in a high school program.
 - (c) Non-citizen immigration status of children who are to receive subsidized child care.
 - (d) U.S. citizenship of children who are to receive subsidized child care – self-declared.
 - (e) Parents and dependent members of the household – self-declared.
 - (f) Place of residence and mailing address – self-declared.
- (5) Ensure child care benefits provided pursuant to this Agreement are only available to eligible Teen Parents as outlined in Section 3.a. through 3.c.
- (6) Conditionally approve eligibility for the subsidy to allow the teen to begin school while awaiting verification.

School District shall notify ODHS if the teen is later determined to be ineligible and report the subsidy amounts paid out as a deduction on the next monthly invoice (using the form prescribed by ODHS).
- (7) Child care availability is limited in all regions of the state, and shall, therefore, be assigned to Teen Parents on a first-come, first-served basis. The Teen Parent signature date on the application form will be used as the basis for determining priority to child care services.

e. Teen Parent program termination:

- (1) School District shall immediately notify ODHS if:
 - (a) The Teen Parent is no longer attending the contracted Teen Parent program;
 - (b) The child care subsidy is no longer needed;
 - (c) School District is legally unable to deliver agreed upon Services; or
 - (d) Family is no longer eligible for Services.

- (2) School District shall end Services for a Teen Parent if a family has an increase in income that exceeds the ERDC ongoing and exit limits found at: <https://www.oregon.gov/DHS/ASSISTANCE/CHILD-CARE/Pages/Parents.aspx> .

This applies from the first day of school through the end of the then current school year (which may include approved summer Education Programs).

- (3) ODHS will remove a Teen Parent from the Teen Parent program if one of the situations in the Section 3.e. above occurs or the Teen Parent becomes eligible for or is receiving child care benefits through the TANF program while attending an approved Education Program.

4. ODHS shall do the following:

- a. Monitor Agreement performance.
- b. Designate an Agreement Administrator who shall maintain open-communication with the School District on matters concerning this Agreement. The Agreement Administrator is the individual named on page one of this Agreement.
- c. Process School District's requests for payment in a timely manner and work with the School District in resolving any payment issues.
- d. Approve, correct, or deny, submitted invoices for payment. ODHS will make payments at the Certified Center rate for listed and approved child care providers regardless of provider type for the purposes of payments made through this Agreement. Rates are determined by zip code and age of child. Rate charts are located at: <https://www.oregon.gov/DHS/ASSISTANCE/CHILD-CARE/Pages/Rates.aspx>
- e. Provide School District with forms required to perform the obligations of this Agreement, or provide a website location to download appropriate forms.
- f. Meet with School District when applicable to periodically review and discuss program and Agreement concerns.
- g. Provide consultation, clarity and technical assistance as needed on program requirements, eligibility, determination, and invoices; at School District's request or when ODHS determines the School District is out of compliance with this Agreement or administrative rules.
- h. Inform School District of any child care program changes and other pertinent information pertaining to the requirements under the federal Child Care Development Fund.

5. The School District shall be responsible for the following:

- a. Providing child care, or School District may subcontract with eligible providers (Certified Centers, Certified families, and Registered families through the Office of Child Care) to provide child care, to the children of eligible Teen Parents as set forth in this Agreement.

b. Complying with the following standards:

- (1) **Mandatory Reporting Requirement.** As required by Oregon Revised Statute 419B.005 through 419B.050, School District must immediately inform either the local office of ODHS Child Welfare Program or a law enforcement agency when there is reasonable cause to believe any child with whom the Provider comes in contact has suffered abuse, or any person with whom the Provider comes in contact has abused a child. Oregon Law recognizes child abuse to be physical injury; neglect or maltreatment; sexual abuse and sexual exploitation; threat of harm; mental injury; and child selling. Reports must be made immediately upon awareness of the incident.
- (2) Meet ODHS Provider Requirements (OAR 461-165-0180) and maintain an approved listing status with ODHS and meet all ODHS child care provider requirements and health and safety standards for the location where the child care is provided.

c. Auditing Standards

Provide an audit of all federal funding receipts and expenditures to ODHS if the federal threshold dollar amount is met, following the appropriate federal audit requirements of the Single Audit Act Amendments of 1996 and following audit requirements included in 2 CFR part 200, subpart F. The audit may be prepared either at the end of the School District's fiscal year or upon termination of this Agreement, so long as the audit covers a period no longer than twelve (12) calendar months.

d. Complaints, School District shall:

- (1) Keep a written record of any Teen Parent complaints and establish a process through which a Teen Parent may report a grievance about the child care Services. Provider shall submit complaints to the School District who shall then submit the complaints to ODHS in writing within ten (10) working days of receipt.
- (2) Notify ODHS of all complaints or grievances reported by a Provider to the School District that affect the performance of this Agreement.

6. Joint Responsibilities of ODHS and School District:

- a. Respect the rights of the Teen Parents in child care planning and recognize the importance of parental decisions made on behalf of their children.
- b. Collaborate on the compilation of child care service program records.
- c. Work cooperatively with 211info to coordinate consumer education on quality care and child care provider referrals to Teen Parents.

EXHIBIT A

Part 2

Subsidy Financial Records and Billing

1. Record Keeping Standards:

- a. School District shall maintain all ODHS application/eligibility forms and any other records pertinent to this Agreement, in such a manner as to clearly document Provider's performance.
- b. School District shall ensure that program and financial records shall include at a minimum:
 - (1) Dates of child care Services including absent days;
 - (2) Start and end times of child care Services;
 - (3) Total cost of child care Services;
 - (4) Payments made by ODHS;
 - (5) Signed application, forms, and required verification; and
 - (6) Federal ACF 801 monthly service reports.
- c. School District shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles (GAAP) standards.
- d. School District shall permit ODHS, its duly authorized representative, or the federal government access to all records at reasonable times and places for purposes of examination and copying.
- e. School District shall retain, maintain, and keep accessible all records relevant to the Agreement for the period of time specified in Exhibit B, "Standard Terms and Conditions" Section 15. "Records Maintenance; Access." or a longer period as required by ORS 192.001 and OAR 166-030-0026, following Agreement termination or full performance, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

2. Compensation:

- a. ODHS agrees to pay School District in accordance with ODHS Certified Center rates, using the applicable region for its child care site and the age group of the child(ren). To be eligible for payment, School District's child care must be provided by either Certified Centers, Certified Families or registered families through the Office of Child Care. Rates are published on the ODHS website found at: <http://www.oregon.gov/DHS/ASSISTANCE/CHILD-CARE/Pages/Rates.aspx>. Rate charges are subject to the review of ODHS. If school District contracts with a Provider to provide the child care services required by this Agreement, the only Providers eligible for reimbursement to the District under this Agreement are: Certified Centers, Certified families, and Registered families through the Office of Child Care. Reimbursement to the School District for such Provider expenses will be paid at the Certified Center rate for purposes of this Agreement.

- b. Total payment to the School District during the terms of this Agreement shall not exceed the amount specified in Section 3. "Compensation" Subsection a. of this Agreement. The source of funding is from the federal administration for children and families, Child Care and Development Fund CCDF, which supports the Teen Parent subsidized child care Services under this Agreement. See Section 4. "Contractor or Subrecipient Determination" for applicable Catalog of Federal Domestic Assistance (CFDA) number.
3. **Collection of Copayments:** The School District shall be responsible for collection of any copayments from the parent. Copayment will be determined from the ODHS Services Employment Related Daycare Copayment Standard established in OAR 461-155-0150. If required to pay a copayment, for the purposes of this Agreement the copay will be set at \$27. Copayments are only charged to Teen Parent families over 100% of the federal poverty level (FPL).
4. **Billable Hours:** ODHS does not pay for the child care slots but for actual time including absent hours, as defined below, not exceeding total billable hours in the month billed, per child. Absent hours cannot exceed forty (40) hours per month for full-time child care.
- For absent days, ODHS shall reimburse School District:
- a. For up to five (5) absent days per child per month, excluding days when school is not in session, such as holidays, vacations or in-service days; and
- b. When the child care was scheduled or reserved by the parent, but the child was absent and the School District could not fill the time slot with another child.
5. **Payments to School District:** ODHS shall only pay for completed work under this Agreement.
- a. To receive payment, the School District shall:
- (1) Invoice ODHS on a monthly basis for reimbursement of eligible child care by submitting the approved invoice form (using the form prescribed by ODHS). School District shall submit each monthly billing invoice no later than the end of the month following the month in which Services were provided. The invoice may be submitted via e-mail to:
JORDAN.S.PARGETER@dhsosha.state.or.us and
REGINA.M.SIEFERT@dhsosha.state.or.us
Telephone: (503) 945-5600
- (2) Report to ODHS for child care Services performed (using the form prescribed by ODHS).
- (3) Notify ODHS that no billing invoices will be submitted for that month, if no eligible children are served.
- b. Payment will continue through the summer months if the Teen Parent is:
- (1) Out of school for the summer and is expected to return to the approved Education program for the following school year, or

(2) Continuing in their schooling over the summer and the child care program operates during the summer months.

6. **Recovery of Overpayments:** If billings under this Agreement result in payment to the School District to which the School District is not entitled, ODHS, after giving written notification to the School District, may withhold funds from the School District until the overpayment is paid in full.

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EXHIBIT A

Part 3 Special Provisions

1. Confidentiality of Client Information.

a. Client Information:

- (1) All information as to personal facts and circumstances obtained by the School District on the client (“Client Information”) shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- (2) The use or disclosure of Client Information shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- (3) If School District, or any of its officers, directors, employees, agents, or subcontractors receives or has access to confidential Social Security Administration (SSA), Federal Tax Information (FTI), records in the performance of Work under this Agreement, School District shall comply, and ensure that all of School District’s officers, directors, employees, agents and subcontractors comply, with the following provisions:
 - (a) With respect to SSA records:
 - i. Provide a current list of employees and employees of any agent or subcontractor with access to SSA records;
 - ii. Adhere to the same security requirements as employees of ODHS;
 - iii. Abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within ODHS’ agreement with SSA;
 - iv. Provide its employees and agents the same security awareness training as ODHS’ employees; and
 - v. Include the provisions of this Section 1.a.(3)(a) in any subcontract.
 - (b) With respect to Federal Tax Information (FTI), as defined in IRS Publication 1075:

- i. School District and its officers, directors and employees with access to, or who use FTI provided by ODHS must meet the background check requirements defined in IRS Publication 1075;
 - ii. Any FTI made available to School District shall be used only for the purpose of carrying out the provisions of this Agreement. School District shall treat all information contained in FTI as confidential and that information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the School District is prohibited;
 - iii. School District shall account for all FTI upon receipt and shall properly store all FTI before, during, and after processing. In addition, all FTI related output and products will be given the same level of protection as required for the source material;
 - iv. No work involving FTI furnished under this Agreement will be subcontracted without prior written approval of the IRS;
 - v. Maintain a list of employees who are authorized access to FTI. Such list will be provided to ODHS and, upon request, to the IRS reviewing office; and
 - vi. Include the provisions of this Section 1.a.(3)(b) in any subcontract.
- (c) Failure to abide by any of the requirements in this subsection could result in criminal or civil penalties and result in termination of this Agreement.
 - (d) School District may be subjected to periodic and ongoing security reviews to ensure compliance with the requirements of Section 1.a.(3).
- (4) Except as prohibited by Section 1.a.(3) above, ODHS, School District and any subcontractor will share information as necessary to effectively serve ODHS clients.
- b. Non-Client Information:
 - (1) Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information that is confidential to the other Party.

To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Agreement that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party (“Confidential Non-Client Information”).

- (2) Confidential Non-Client Information shall be deemed not to include information that:
 - (a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;
 - (b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under this Agreement;
 - (c) Is rightfully in the receiving Party’s possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under this Agreement;
 - (d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
 - (e) Is disclosed with the written consent of the originating Party; or
 - (f) Is independently developed by the receiving Party’s officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Client Information.
- (3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or

(ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.311 to 192.478. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.

- c. Upon request and pursuant to the instructions of ODHS, School District shall return or destroy all copies of Confidential Information, and School District shall certify in writing the return or destruction of all Confidential Information.
- d. "Client" means any individual, family or provider:
 - (1) For whom ODHS must provide Services and incidental or specialized Goods, in any combination thereof ("Services and Incidental Supplies"), according to state, federal law, rule, and policy. Those Services and Incidental Supplies include but are not limited to treatment, care, protection, and support without regard to the proximity of the services being provided;
 - (2) Who in fact receives and utilizes services provided by ODHS primarily for that individual's or family's benefit;
 - (3) Who is under the custody, care, or both of ODHS; or
 - (4) Who provides direct care or Services and is a proxy or representative of the non-provider Client.

2. Amendments.

- a. ODHS reserves the right to amend or extend this Agreement under the following general circumstances:
 - (1) ODHS may extend the Agreement for additional periods of time up to a total Agreement period of six years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on ODHS' satisfaction with performance of the work or services provided by the School District under this Agreement.
 - (2) ODHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if ODHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. ODHS further reserves the right to amend the Statement of Work based on the original scope of work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or

(3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 21. "Amendments" of this Agreement.

3. School District Requirements to Report Abuse of Certain Persons.

a. School District shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including: Children (ORS 419B.005 through 419B.045).

b. School District shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon's Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.

c. School District shall immediately report suspected child abuse, neglect or threat of harm to DHS' Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the School District shall notify the referring DHS caseworker within 24 hours. School District shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.

d. If known, the abuse report should contain the following:

(1) The name and address of the abused person and any people responsible for their care;

(2) The abused person's age;

(3) The nature and the extent of the abuse, including any evidence of previous abuse;

(4) The explanation given for the abuse;

(5) The date of the incident; and

(6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. Background Checks.

a. The following individuals providing services under this Agreement are subject to a background check through the Agency's (ODHS') Background Check Unit, pursuant to OAR 407-007-0200 through 407-007-0370 and OAR 943-007-0001(2), as such rules may be revised from time to time:

- (1) All employees of the School District providing care or having access to Agency clients, client information, or client funds.
 - (2) All volunteers of the School District providing care or having access to Agency clients, client information, or client funds.
 - (3) All subcontractors of the School District providing care or having access to Agency clients, client information, or client funds.
 - b.** All employees, volunteers, and subcontractors of the School District receiving background checks from the Agency's Background Check Unit are required to report to the School District any new arrests, convictions or investigations for child protective service or adult protective service abuse within five business days after the new arrest, conviction or investigation took place.
 - c.** Within five business days of such notification, the School District is required to report to the Agency's Background Check Unit the employee, volunteer, or subcontractor's new history. The Agency's Background Check Unit may request a new background check to reevaluate the ongoing fitness of the School District's employee, volunteer, or subcontractor.
 - d.** The criminal records check procedures listed above also apply to School District, its owners, managers, and board members regardless if any individual has access to Agency clients, client information or client funds. School District shall establish a personal personnel file and place each criminal records check in named file for possibility of future Agency review and shall be maintained pursuant to Exhibit B, "Standard Terms and Conditions," Section 15. "Records, Maintenance, Access."
- 5. Equal Access to Services.** School District shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
- 6. Media Disclosure.** School District will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the ODHS office that referred the child or family. School District will make immediate contact with the ODHS office when media contact occurs. The ODHS office will assist School District with an appropriate follow-up response for the media.
- 7. Nondiscrimination.**
- a.** The School District must provide services to ODHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language, and other special needs of clients.
 - b.** School District certifies that School District has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. School District agrees, as a material term of this

- c. Agreement, to maintain such policy and practice in force during the entire Agreement term.
- d. As required by ORS 279B.235, School District must comply with ORS 652.220 and shall not unlawfully discriminate against any of School Districts's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. School District's compliance with this Section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles ODHS to terminate this Agreement for cause.
- e. School District may not prohibit any of School District's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. School District may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

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EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be 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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives 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, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** School District shall comply with and require all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the School District and Agreement. All employers, including School District, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that School District is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. **School District's Representations and Warranties.** School District represents and warrants to ODHS that:
 - (1) School District has the power and authority to enter into and perform this Agreement;
 - (2) This Agreement, when executed and delivered, shall be a valid and binding obligation of School District enforceable in accordance with its terms;
 - (3) School District has the skill and knowledge possessed by well-informed members of its industry, trade or profession and School District will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in School District's industry, trade or profession;
 - (4) School District shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Service; and

(5) School District prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Funds Available and Authorized; Payments.

a. The State of Oregon's payment obligations under this Agreement are conditioned upon ODHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. School District is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. ODHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, School District shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. School District shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. School District shall provide this designation and information on a form provided by ODHS. In the event that EFT information changes or the School District elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the School District shall provide the changed information or designation to ODHS on an ODHS-approved form. ODHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the School District.

6. Recovery of Overpayments. IF BILLINGS UNDER THIS AGREEMENT, OR UNDER ANY OTHER AGREEMENT BETWEEN SCHOOL DISTRICT AND ODHS, RESULT IN PAYMENTS TO SCHOOL DISTRICT TO WHICH SCHOOL DISTRICT IS NOT ENTITLED, ODHS, AFTER GIVING WRITTEN NOTIFICATION TO SCHOOL DISTRICT, MAY WITHHOLD FROM PAYMENTS DUE TO SCHOOL DISTRICT SUCH AMOUNTS, OVER SUCH PERIODS OF TIME, AS ARE NECESSARY TO RECOVER THE AMOUNT OF THE OVERPAYMENT.

NOTHING IN THIS SECTION SHALL REQUIRE SCHOOL DISTRICT OR ODHS TO ACT IN VIOLATION OF STATE OR FEDERAL LAW OR THE CONSTITUTION OF THE STATE OF OREGON.

7. Ownership of Work Product.

- a. Definitions.** As used in this Section 7 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) "School District Intellectual Property" means any intellectual property owned by School District and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than ODHS or School District.
 - (3) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that School District is required to deliver to ODHS pursuant to the Work.
- b. Original Works.** All Work Product created by School District pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of ODHS. ODHS and School District agree that all Work Product is "work made for hire" of which ODHS is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," School District hereby irrevocably assigns to ODHS any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon ODHS' reasonable request, School District shall execute such further documents and instruments necessary to fully vest such rights in ODHS. School District forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- c.** In the event that Work Product is School District Intellectual Property, a derivative work based on School District Intellectual Property or a compilation that includes School District Intellectual Property, School District hereby grants to ODHS an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display School District Intellectual Property and the pre-existing elements of the School District Intellectual Property employed in the Work Product, and to authorize others to do the same on ODHS' behalf.
- d.** In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, School District shall secure on ODHS' behalf and in the name of ODHS an irrevocable, non-exclusive, perpetual, royalty-free

license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on ODHS' behalf.

- 8. School District Default.** School District shall be in default under this Agreement upon the occurrence of any of the following events:
- a. School District fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
 - b. Any representation, warranty or statement made by School District herein or in any documents or reports relied upon by ODHS to measure the delivery of services, the expenditure of payments or the performance by School District is untrue in any material respect when made;
 - c. School District (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
 - d. A proceeding or case is commenced, without the application or consent of School District, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of School District, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of School District or of all or any substantial part of its assets, or (3) similar relief in respect to School District under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against School District is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- 9. ODHS Default.** ODHS shall be in default under this Agreement upon the occurrence of any of the following events:
- a. ODHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by ODHS herein is untrue in any material respect when made.

10. Termination.

a. School District Termination. School District may terminate this Agreement:

- (1) For its convenience, upon at least 90 days advance written notice to ODHS;
- (2) Upon 45 days advance written notice to ODHS, if School District does not obtain funding, appropriations and other expenditure authorizations from School District's governing body, federal, state or other sources sufficient to permit School District to satisfy its performance obligations under this Agreement, as determined by School District in the reasonable exercise of its administrative discretion; or
- (3) Upon 30 days advance written notice to ODHS, if ODHS is in default under the Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as School District may specify in the notice.

b. ODHS Termination. ODHS may terminate this Agreement

- (1) For its convenience, upon at least thirty days advance written notice to School District;
- (2) Upon 45 days advance written notice to School District, if ODHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of ODHS under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, ODHS may terminate this Agreement in whole or in part, immediately upon written notice to School District or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces ODHS' legislative authorization for expenditure of funds to such a degree that ODHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to School District if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that ODHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to School District, if School District is in default under this Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as ODHS may specify in the notice;

- (5) Immediately upon written notice to School District, if any license or certificate required by law or regulation to be held by School District or a subcontractor is for any reason denied, revoked, suspended, not renewed or changed in such a way that School District or a subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the particular part of the Work impacted by the loss of necessary licensure or certification; or
 - (6) Immediately upon written notice to School District, if ODHS determines that School District or any of its subcontractors have endangered or are endangering the health or safety of an School District client or others.
 - c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.
 - d. **Return of Property.** Upon termination of this Agreement for any reason whatsoever, School District shall immediately deliver to ODHS all of ODHS' property (including without limitation any Work Products for which ODHS has made payment in whole or in part) that are in the possession or under the control of School District in whatever stage of development and form of recordation such ODHS property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, School District shall immediately cease all activities under this Agreement, unless ODHS expressly directs otherwise in such notice of termination. Upon ODHS' request, School District shall surrender to anyone ODHS designates, all documents, research or objects or other tangible things needed to complete the Work Products.
- 11. **Effect of Termination.**
 - a. **Entire Agreement.**
 - (1) Upon termination of this Agreement in its entirety, ODHS shall have no further obligation to pay School District under this Agreement.
 - (2) Upon termination of this Agreement in its entirety, School District shall have no further obligation to perform Work under this Agreement.
 - b. **Obligations and Liabilities.** Notwithstanding Section 11.a. above, any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
- 12. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
- 13. **Indemnity/Hold Harmless Provision.** ODHS and School District shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and

state income tax deductions, workers compensation coverage, and PERS contributions. School District shall perform the services under this Agreement as an independent contractor. School District and ODHS each shall be responsible, to the other, to the extent permitted by the Oregon Constitution, subject to the limitations of the Tort Claims Act (ORS 30. 260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

14. **Insurance.** School District shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
15. **Records Maintenance; Access.** School District shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, School District shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of School District, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document School District's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of School District whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." School District acknowledges and agrees that ODHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. School District shall 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 final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. School District shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires School District or its subcontractor(s) to have access to or use of any ODHS computer system or other ODHS Information Asset for which ODHS imposes security requirements, and ODHS grants School District or its subcontractor(s) access to such ODHS Information Assets or Network and Information Systems, School District shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
17. **Force Majeure.** Neither ODHS nor School District shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, act of nature, or war which is beyond the reasonable control of ODHS or School District, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. ODHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.

- 18. Assignment of Agreement, Successors in Interest.**
- a. School District shall not assign or transfer its interest in this Agreement without prior written approval of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as ODHS may deem necessary.

No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 19. Subcontracts.** School District shall not enter into any subcontracts for any of the Work required by this Agreement without ODHS' prior written consent. In addition to any other provisions ODHS may require, School District shall include in any permitted subcontract under this Agreement provisions to ensure that ODHS will receive the benefit of subcontractor performance as if the subcontractor were the School District with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. ODHS' consent to any subcontract shall not relieve School District of any of its duties or obligations under this Agreement.
- 20. No Third Party Beneficiaries.** ODHS and School District are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that School District's performance under this Agreement is solely for the benefit of ODHS to assist and enable ODHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 21. Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, approved by the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 22. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 23. Survival.** Sections 1, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, 20, 23, 28, 29 and 30 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by School District that has not been cured.
- 24. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, fax, or mailing the same, postage prepaid to School District or ODHS at the address or number set forth in this Agreement, or to such other addresses or

numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing.

Any communication or notice delivered by fax shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by fax must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

ODHS: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

25. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
26. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
27. **Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
28. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
29. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. 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.
30. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the

investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the School District (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the School District in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the School District on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the School District on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the School District is jointly liable with the State (or would be if joined in the Third Party Claim), the School District shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the School District on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the School District on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The School District's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 31. Indemnification by Subcontractors.** School District shall take all reasonable steps to cause its contractor(s), that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of School District's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

EXHIBIT C

Subcontractor Insurance Requirements

Local Government (School District) shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by 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 (ODHS). Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

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

COMMERCIAL GENERAL LIABILITY: Required

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

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

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

PROFESSIONAL LIABILITY:

Required Not required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not required

POLLUTION LIABILITY:

Required Not required

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

ADDITIONAL COVERAGE REQUIREMENTS: Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

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

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE: Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION: The Contractor or its insurer must provide at least 30 days' written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW: Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE: All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor 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.

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, School District shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to School District, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** School District shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, School District expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then School District shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then School District shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. School District shall include and require all subcontractors to include

in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** School District shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the School District certifies, to the best of the School District's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of School District, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the School District shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The School District shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to School District under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to School District under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to School District under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** School District shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. School District shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If School District expends \$750,000 or more in federal funds (from all sources) in a fiscal year, School District shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If School District expends less than \$750,000 in a fiscal year, School District is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
8. **Debarment and Suspension.** School District shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or

Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Pro-Children Act.** School District shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
10. **Reserved.**
11. **Agency-based Voter Registration.** If applicable School District shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Reserved.**
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The School District agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.
 - d. OAR 943-120-0110 through 943-120-0160.
14. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of School District, and School District shall also include these contract provisions in its contracts with non-Federal entities.
- 15. Federal Whistleblower Protection.** School District shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

RESOLUTION No. 6321

Resolution Rescinding Resolution 6267, Renewal of the Charter Agreement with Opal Charter School

RECITALS

- A. In January 2001, Portland Public Schools (District) Board of Education (Board) passed Resolution 1713 approving Opal Charter School's original charter application as a program of the Portland Children's Museum (PCM)
- B. On March 9, 2021, the most recent charter renewal request from Opal Charter School was considered and Resolution No. 6267, approving the charter renewal, passed unanimously.
- C. On March 25, 2021, Portland Children's Museum announced it would be dissolving due to financial insolvency brought on by the COVID-19 pandemic, and would be closing the Museum and Opal School effective June 30,2021.
- D. The current contract with Portland Children's Museum for Opal Charter School will expire on June 30, 2021 and due to dissolution of the organization there has been no discussion or negotiation toward a renewal contract past that date.
- E. Resolution 6267 approving renewal of Opal Charter School's current charter should be rescinded and Opal Charter School will intentionally and voluntarily close effective June 30, 2021.

RESOLUTIONS

- 1. The Board of Education for Portland Public Schools has determined that Opal Charter School will close voluntarily effective June 30, 2021 and rescinds Resolution No. 6267.



PORTLAND PUBLIC SCHOOLS
OFFICE OF Multiple Pathways to Graduation

501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-5437

Date: June 15, 2021
To: Members of the Board of Education
From: Korinna Wolfe, Area Senior Director, Multiple Pathways to Graduation
Tara O'Neil, Program Director, Charter Schools
Subject: Opal Charter School Closure

BACKGROUND

Opal Charter School has operated in PPS as a k-5 charter school program of the Portland Children's Museum since 2001. In that time it has operated successfully as a school of joyful learning, a neuroscience research lab, and a professional development hub for educators worldwide.

Opal Charter School's most recent request for charter renewal was unanimously approved by Resolution 6267 on March 9, 2021, with a new charter contract to begin July 1, 2021. However, due to the impacts of COVID-19, on March 25, 2021 the Portland Children's Museum Board of Directors made the very difficult decision to dissolve, effective June 30, 2021. Opal Charter School, as a program of the Children's Museum, will also close at that time.

ANALYSIS OF SITUATION

Opal's current contract with PPS will expire on June 30, 2021. Because the organization is dissolving and no new contract is being negotiated, the charter will terminate upon expiration. Resolution 6267 approving the renewal of the charter for Opal Charter School is no longer applicable and should be rescinded.

FISCAL IMPACT

Opal Charter School was projected to receive \$642,804 in State School Funds pass through in the 2021-2022 school year for 90 students. Due to the closure of the charter school, the District will not pass through these funds.

COMMUNITY ENGAGEMENT (IF APPLICABLE)

The Board of Directors for Portland Children's Museum held a public meeting March 25, 2021 related to dissolution of the organization. The closure of Opal Charter School as a program of Portland Children's Museum was voluntary and intentional.

The Multiple Pathways to Graduation and the Enrollment and Transfer departments have worked with Opal School families to ensure the students impacted by this closure have school placement in the fall. Opal Charter School was the first charter school approved by PPS, and has been part of the landscape of options for PPS families for 20 years, imparting and celebrating the wonder of learning in more than a generation of children.

We are saddened by the school's closure, and know the successes and joys of Opal School will continue in the students, teachers, and researchers who learned with and from each other while there.

TIMELINE FOR IMPLEMENTATION / EVALUATION

The current contract expires on the same date as the dissolution of the Portland Children's Museum organization, June 30, 2021. Opal Charter School will not exist as an organization beyond that date.

STAFF RECOMMENDATION

Staff recommends that Resolution 6267, approving charter renewal for Opal Charter School, be rescinded, resulting in the current contract with Opal Charter School expiring upon the school's closure, on June 30, 2021.

As a member of the PPS Executive Leadership Team, I have reviewed this staff report.

_____ *(Initials)*

ATTACHMENTS

- A. Resolution to Renew Charter Agreement with Opal Charter School
- B. Closure Letter to Portland Children's Museum and Opal Charter School



Tara O'Neil
Program Director, Charter Schools

PORTLAND PUBLIC SCHOOLS
Multiple Pathways to Graduation
501 North Dixon Street • Portland, OR 97227
Phone: (503) 916-3359 • Fax: (503) 916-2238

June 7, 2021

David Peterson, Board President
Jani Iverson, Executive Director
Beth Hutchins, Opal School Administrator
Portland Children's Museum
4015 SW Canyon Rd.
Portland, OR 97221

Dear Mr. Peterson, Ms. Iverson, and Ms. Hutchins,

PPS has enjoyed a long history with Portland Children's Museum and Opal Charter School that has spanned 20 years of educational innovation, research, and joyful learning. We are deeply saddened by the news of the decision to dissolve the Children's Museum and close Opal School effective June 30, 2021.

Opal Charter School had received approval to renew its charter with PPS on March 9, 2021 by unanimous vote of the PPS board (Resolution 6267). Since the organization is dissolving and there have been no negotiations toward a new contract, it is our understanding that the current charter will expire on June 30, 2021 and the school will intentionally and voluntarily close. The PPS Board will vote to formally rescind the prior resolution renewing Opal Charter School at its June 15, 2021 meeting.

We have worked with the PPS Enrollment and Transfer Department and Opal School families to ensure Opal's students have school placement in the fall, and we wish the staff, families, and students all the best in bringing the gifts Opal shared with them to their new educational homes.

Sincerely,

Tara O'Neil
Program Director, Charter Schools
Multiple Pathways to Graduation

RESOLUTION No. 6322

Resolution to Approve a Cost-of-Living Adjustment for Non-Represented Employees for
Fiscal Year 2021-22

RECITALS

1. On May 25, 2021, the Portland Public Schools Board of Education approved an operating budget for the District for fiscal year 2021-22 that included up to a 3% cost-of-living adjustment (COLA) for eligible non-represented employees.
2. The Superintendent recommends a 3% COLA, effective July 1, 2021 for eligible non-represented employees.

RESOLUTION

The Portland Public Schools Board of Education authorizes a 3% COLA, effective July 1, 2021, for eligible non-represented employees for the fiscal year 2021-22.



PORTLAND PUBLIC SCHOOLS
OFFICE OF TEACHING & LEARNING

501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-3709

Date: June 15, 2021
To: School Board
From: Luis Valentino, Chief Academic Officer
Dr. Sarah Davis, Senior Director of STEAM
Kristen Brayson, Program Administrator for Visual & Performing Arts
Subject: PPS 2021 State of the Arts & Master Arts Education Plan Progress Report

BACKGROUND

The successful 2012 adoption of City of Portland Ballot Measure 20146 created the Arts Education and Access Fund (Arts Tax) to restore visual and performing arts education in six districts, including Portland Public Schools (PPS). The measure states that the District shall provide arts and/or music education through certified arts and/or music teachers to all K-5 students in each of its elementary schools. Additionally, the IGA with the City of Portland stipulates that PPS will “align a course of study for students Kindergarten through 12th grade.”

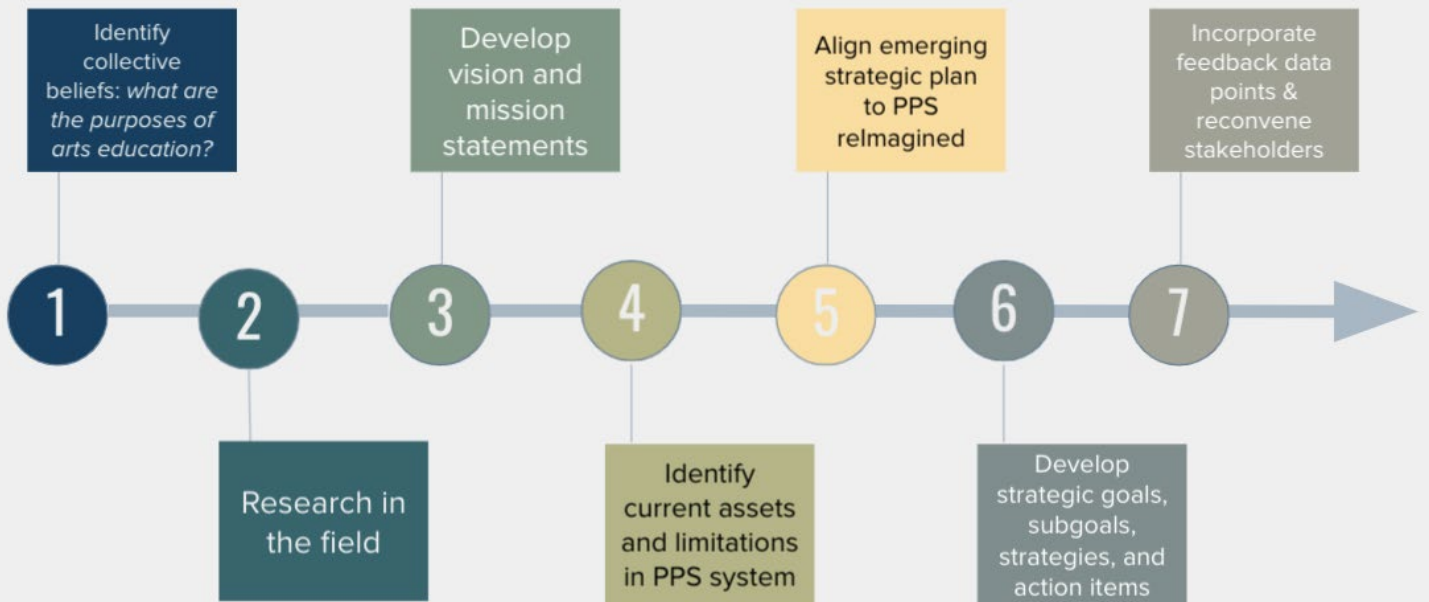
Since the commencement of the tax in 2013¹⁴, PPS has hired 77 teachers via the funds and begun slowly expanding arts pathways and aligning courses to ensure we deliver on our commitment to the city with fidelity. To further accomplish these goals, Superintendent Guerrero created a central office Visual & Performing Arts (VAPA) team in 2018 to begin a strategic planning process of arts education. The VAPA team has worked diligently to meaningfully align a future-facing, five-year Master Arts Education Plan (MAEP) to the PPS vision. Three years of stakeholder involvement and thought partnership, both internally and externally, have created a draft plan that will be ready for launch in the fall of 2021.

Arts education is an integral part of academic programming at each school and has inextricable connections to the PPS goals of the Graduate Portrait. All elements of the MAEP include direct ties or corollary components to the PPS vision. We have defined Racial Equity & Social Justice (RESJ) as a ~~crossing~~ ^{crosscutting} theme across the strategic plan and have prioritized it throughout our community engagement-- every MAEP goal features a primary subgoal focused on RESJ.

The following seven areas of engagement/work have guided our journey in constructing the MAEP thus far:



OUR JOURNEY: 2019-2021



[LINK TO PPS VAPA VISION & MISSION](#)

RELATED POLICIES/BEST PRACTICES

VAPA MISSION

Portland Public Schools’ Visual & Performing Arts Department will ensure equitable access for all students to a high-quality dance, music, theatre, and visual arts education. Our highly-qualified arts teachers will achieve this through culturally responsive and standards-based curriculum. PPS will provide sequential visual and performing arts pathways district-wide, and engage community partners in arts programming.

Arts education has often been placed at the periphery of the education world. But as our understanding about the process of learning improves, and as evidence mounts that learning is a deeply, fundamentally social and emotional as well as cultural process, it becomes clearer how and why arts education has much to contribute to children’s education and how, in the end, it can help schools and other institutions better support young people in becoming emotionally healthy, engaged, and productive adults.

--Arts-SEL Theory of Action Report by Ingenuity (3940)

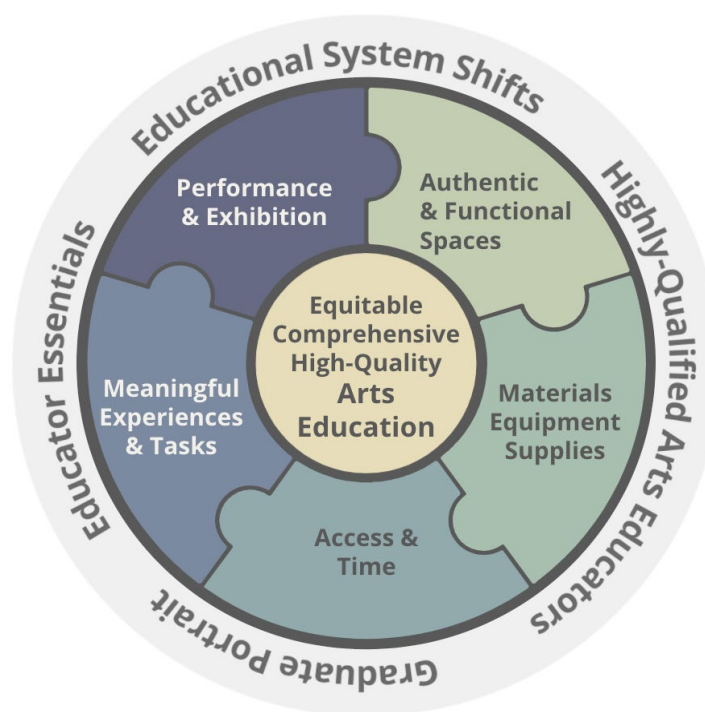
Several key texts and resources have guided our work on the MAEP thus far. The PPS reImagined document has likely been the most influential as we look to align our goals and priorities for arts education with the broader vision expressed for the Graduate Portrait, Educator Essentials, and Educational System Shifts.

Two resources have been essential to the onboarding of our stakeholder groups: Harvard’s Project Zero *Qualities of Quality: Excellence in Arts Education* and the National Core Arts Standards Framework.

Additionally, we reviewed research about the impact of arts education on overall academic achievement in Rice University’s *Investigating Causal Effects of Arts Education Experiences: Experimental Evidence from Houston’s Arts Access Initiative*

The Arts Tax (City Code Chapter 5.73 Arts Education and Access Income Tax) forms the foundational support for the K-5 arts education specialists at PPS, and also provides the mandate for continued arts learning opportunities 6-12.

Finally, we would like to share an artifact that we have developed based on all of our MAEP planning and best practices research: **The Equitable, Comprehensive, High-Quality Arts Education Wheel**. This framework is essential in communicating the necessary and interlocking components that are required to ensure the experiences students have are authentic and equitable. As an infographic, it helps us better collaborate with internal PPS departments and identify action items, priorities, and areas of possible alignment.



ANALYSIS OF SITUATION

Despite the temporary interruption of the MAEP planning process due to COVID, meaningful strides have been made in building out the [six strategic goals](#) with subgoals, strategies, and action items, leading towards the development of an initial implementation plan. While this plan is not yet complete, there have already been meaningful wins and system shifts at hand that are worth naming here:

Meaningful Wins & Emerging System Shifts	MAEP Goal Alignment
Completion of 13 additional arts pathways in 2 clusters (Jefferson & Roosevelt) by the investment of SIA dollars 2021-2022: Another 10 arts pathways will be complete (Madison; Title I: Cleveland & Franklin) TOTAL: 23 New Pathway Adds	Goal 1, 6
Instructional materials adoption for VAPA as part of the 2020 PPS Bond	Goal 2, 6
Addition of 1.0 FTE Theatre/Dance/Arts Partnership for specialized support of additional content areas & partnerships	Goals 1, 2, 3, 4
Launch of the Summer Arts Academy	Goals 2, 3, 4
Launch of Kennedy Center Ingenuity partnership that utilizes artlook to track access to arts education city-wide	Goals 1, 4, 5

Addition of language to annual Staffing Guide to protect minutes of instruction K5 and establish baseline programs of study that include exploratory and sequential courses for 6-12	Goals 1, 2
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As we look to our **Equitable, Comprehensive, High-Quality Arts Education Framework** (the wheel infographic in the section above) there are additional system and policy shifts that we can identify as first priorities for our implementation plan:

First Priorities for Implementation Plan	MAEP Goal Alignment
Sustain all existing FTE levels to keep completed pathways intact	Goals 1, 2, 6
Invest in additional FTE to continue completing remaining fragmented pathways	Goals 1, 2, 6
Diversify VAPA teaching force through collaboration with graduate teacher programs	Goals 1, 2, 3, 4
Actively foreground anti-racist arts education by funding completion of GVC for all four disciplines in tandem with the 3-year curriculum adoption process	Goals 1, 2, 3
Address inequities in lack of access to the arts for students in alternative/special programs through collaboration and aligning practices with MPG	Goals 1, 2, 4
Secure consistent, sustainable funding for annual consumable materials to ensure equity in student experience and fidelity of implementation of GVC across all schools	Goals 1, 2, 6
Invest in additional central office staff for supporting increased VAPA footprint	Goals 1, 2, 3, 6
Collaborate with Office of School Modernization on Long-Range Facility Plans	Goals 1, 2, 5, 6

Finally, there are two powerful opportunities emerging alongside the development and implementation of the MAEP that we want to be sure to draw your attention to:

1. **School & Community Impact of Increased Access to the Arts:** pre-COVID, we know that our VAPA teachers were creating an average of 40 school and/or community-based events to highlight student learning each month. As arts pathways are completed, new programs and teachers mean more events and opportunities for these connections to take place! Historically, when programs were cut, especially at the K-5 level, also reduced were the events and community fellowship that were a part of celebrating and externalizing student learning.

By coupling this increase in programs with a larger central office VAPA staff, we have the capacity to collaborate with Strategic Partnerships and PPS Communications to even better serve school communities with a wide range of engagement needs in service of community stakeholdership.

2. **Impact on Statewide Policy for Arts Education:** Portland Public Schools now has the largest central office support for arts education in the state; it has the only central office staff representing all four arts disciplines. As we have grown, we have been able to successfully attain grant dollars that have allowed us to connect with other large urban school districts around arts education policy. Through our collaboration with the Kennedy Center’s Ingenuity partnership on the [artlook data mapping project](#), we are in a position to use PPS as a model for how to track equity and access to arts education. As we invest in arts education, we see the potential for PPS to be a catalyst and frontrunner for shifting state policy around arts education, ensuring that arts education is available and equitable to all students in Oregon.

FISCAL IMPACT

Fiscal impact for supporting the implementation of the MAEP will take sharper shape as we meet and plan with internal stakeholders and the budget office over the next fiscal year. It’s worth sharing our current wins that help leverage our goals of equity and access to a high-quality arts education, as well as the key priorities that need immediate financial consideration.

Meaningful Wins in Financial Support
ARTS TAX: \$4.5 million/yr (est) -- 30% of all VAPA FTE (\$36 million over 7 years)
SIA FUNDS: Non-formula FTE adds for music & visual arts in three clusters & Title I schools in Franklin & Cleveland clusters -- 5% of all VAPA FTE

First Priorities for Fiscal Consideration

GENERAL FUND FTE:

- Embed budget for five-year implementation plan to support the building of FTE pathways in all 8 clusters
- Reevaluate funding formula for K-5 arts to support implementation
- Provide 2.0 FTE for central VAPA to support the launch, implementation, and support of MAEP

GENERAL FUND GVC:

- Provide funding to build and continuously improve on GVC for four content areas (dance, music, theatre, visual arts)

GENERAL FUND CONSUMABLE SUPPLIES:

- Centrally provide and sustain a baseline of consumable supplies for all four content areas across all PPS schools

It's crucial that the current FTE at every school across the system be sustained in order to keep complete arts pathways intact as a part of our long-term financial commitment to the MAEP. This includes maintaining FTE levels by program at the K-5 level, where we continue to struggle with year-to-year volatility. This volatility could be mitigated by adding a protected line item to each school's Staffing Management Tool for arts FTE similar to how P.E. and Media Specialists are currently handled.

The above financial commitments are grounded in providing a Guaranteed & Viable Curriculum, which includes the experiences every student in the system will have access to no matter their zip code.

COMMUNITY ENGAGEMENT

Engagement with stakeholders began in 2018-19 with a group of PPS educators who worked for several months to learn, research, and provide initial input regarding best practices in arts education, developing a vision and mission, and doing a current asset map of PPS arts education.

Shortly after that time, we invited an additional set of educators to the table and added in multiple city of Portland arts organizations. The initial stages of this expanded group worked to perform a SWOT analysis. This allowed us to group and categorize these items into large buckets that now exist as our MAEP goals. Student stakeholders were engaged in this process as well to bring in a school-level, experience perspective.

By mid 2019-20, we had provided several sessions for stakeholders to look through goals and subgoals and provide feedback throughout the draft MAEP plan. COVID put a delay on our plan but provided the central VAPA team the opportunity to spend several months unpacking hundreds of data feedback points to improve upon the direction and clarity of the draft plan.

Through an Oregon Community Foundation grant, we were able to complete learning journeys to Chicago and Albuquerque Public Schools to observe differentiated perspectives on arts education in diverse communities.

As we continue to seek diverse voices and perspectives, our community engagement will include facilitating regional neighborhood meetings to connect and hear from parents and the community at large. Additionally, we will meet with culturally specific organizations and city of Portland artists of color over the summer months. Our final leg of engagement will include a small cadre of arts education thought leaders across the nation.

TIMELINE FOR IMPLEMENTATION / EVALUATION

Implementation for the MAEP will begin in the fall of 2021 with the launch. Larger goals related to RESJ and access for students will lead the first phase of the work -- meaning schools with a larger portion of students who qualify for FRM will be serviced first. Of short-term implementation is establishing a GVC for all four content areas and establishing a Student Voice Committee for VAPA. As we get closer to completing the MAEP, we will have a clearer picture of the pacing of implementation over the next five years.

A main goal of the MAEP is around data-driven decision making and we will work closely with System Planning & Performance to ensure that we have quality data points of intersection in order to accurately assess indicators of success.

CONNECTION TO BOARD GOALS

PPS Board of Education Goals (2019-2022) - RESOLUTION No. 5984:

- Eighth Grade Graduate Portrait
 - “access to a more well-rounded education and exploration of elective pathways...”
- Post-Secondary Readiness/ Ready for College & Career:
 - “successful completion or achievement of... Visual & Performing Arts pathways...”



PPS VAPA

Building the Future

June 15, 2021

Sarah Davis, Senior Director of STEAM Education
Kristen Brayson, Program Administrator for Visual & Performing Arts
Carolyn Hazel Drake, VAPA TOSA, Visual Arts
Laura Arthur, VAPA TOSA, Music
Nicole Accuardi, VAPA TOSA, Theatre/Dance & Arts Partnership Liaison
Eleanor LeClair, VAPA Coordinator



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Story from the field:

VAPA Adoption Snapshot

Phase I

VISUAL & PERFORMING ARTS

2020 BOND: CURRICULUM ADOPTION & INFRASTRUCTURE SUPPORT

DANCE • MUSIC • THEATRE • VISUAL ARTS



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What We Learned During Phase I



Intersectionality & Our Racial, Social, & Cultural Identities



National Core Arts Standards & the 4 Processes
(*Create, Perform, Respond, Connect*)



Comprehensive, High-Quality Arts Education Wheel



Social Justice Standards



Stories: Stock, Concealed, & Counter/Resistance



Cross Cultural Constructs



Culturally Sustaining Pedagogy



Intersectionality & Our Racial, Social, & Cultural Identities



Phase II Strategies

1. Create K-12 scope & sequence, differentiated by discipline (GVC/E)
2. Identify non-consumable items to be provided to each program via Bond dollars
3. Create a framework to guide literature and resource selection in PPS VAPA classrooms
4. Finalize the Draft Evaluation Tool
5. Examine Digital Toolkit for future purchases
6. Design future PD to engage all PPS VAPA Educators with anti-racist and culturally sustaining practices



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Repertoire & Stories

- Stock
- Concealed
- Resistance & Counter



KEY CONTRIBUTOR:
SHAUNA ADAMS



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Teacher Feature

Thoughts from the Field: VAPA Adoption Committee Work



Demetria Holden-Williams
Dance Educator, Jefferson High School



Melody Rockwell
Visual Arts Educator, Grant High School



THANK YOU



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Update to the PPS School Board

June 15, 2021

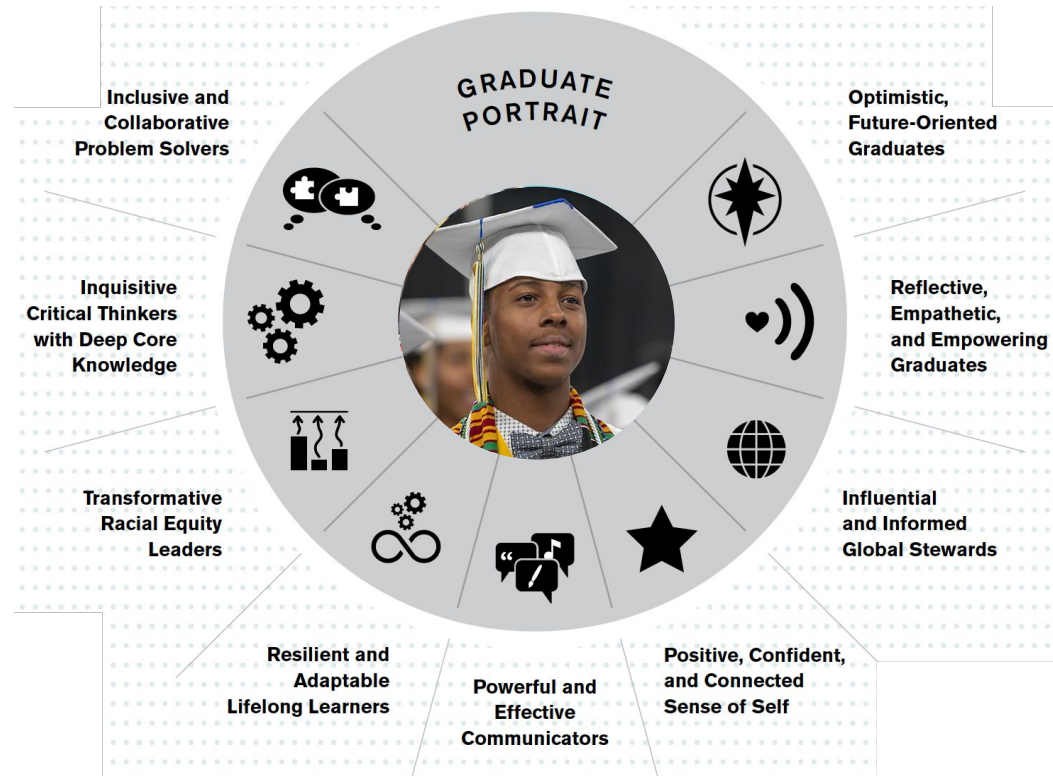


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Our Guiding Principles and Commitments

- Our core values, theory of action, and vision will continue to guide all that we do.
- Our reopening and embracing continuous improvement is reflected in our relentless pursuit of racial equity and social justice.
- We are also guided by these three principles as the foundation of our reopening work:
 - Ensure health and wellness for staff and students
 - Strengthen and innovate teaching and learning
 - Build deeper connections and relationships.



COVID-19 Vaccinations

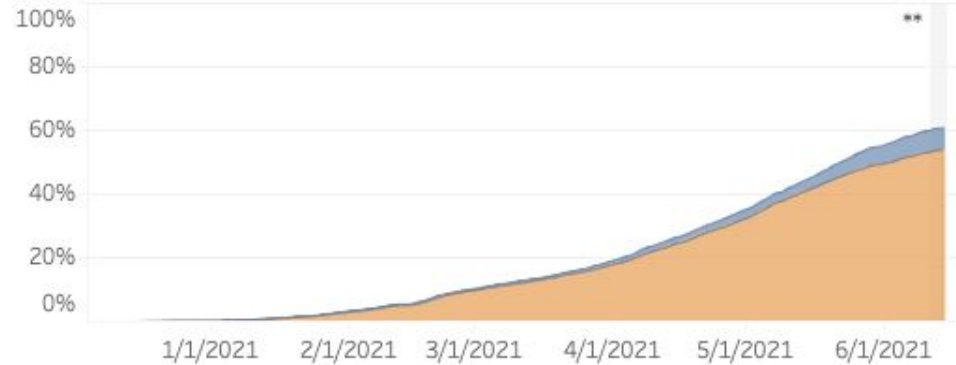
- All Oregonians age 12 and older eligible to receive COVID-19 vaccine.
- 60.8% of people in Multnomah County are vaccinated against COVID-19. (7% still need 2nd dose; 53.9% received 2 shots)
- PPS continues to partner with public health officials, health systems and community-based organizations to help in our collective effort to get people vaccinated.

Upcoming PPS school based clinics include:

- Harrison Park K-8: June 21 & July 12
- Roosevelt HS: June 30 & July 21

60.8% of people in Multnomah County are vaccinated

7.0% are in progress while 53.9% have completed the series people



COVID-19 VACCINE
No appointment needed

To learn about COVID or find a vaccine event near you, visit us at www.ohhs.edu/covid19 or call 833-687-4222

June 21 & July 12
3 - 7 p.m.

Harrison Park School
2225 SE 87th Ave, Portland, OR 97216

Free event for the community

- Pfizer vaccines for adults and 12+ year olds
- Safe and free vaccine
- Bilingual staff on-site
- Schedule your 2nd dose on-site

Not Required

- Insurance number
- An address to mail to
- To use an online system

PORTLAND TEAL, BLAZERS FANS
AND ALL OTHER FANS OF THE COLOR OF HARRISON PK. RECEIVE 1 HOUR PRIORITY ON SICK LEAVES TO A 100% PRODUCTION RATE.

Logos: PPS, APANO, JADZ, and others.



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Summer Learning Acceleration and Enrichment



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Create, Learn & Play!

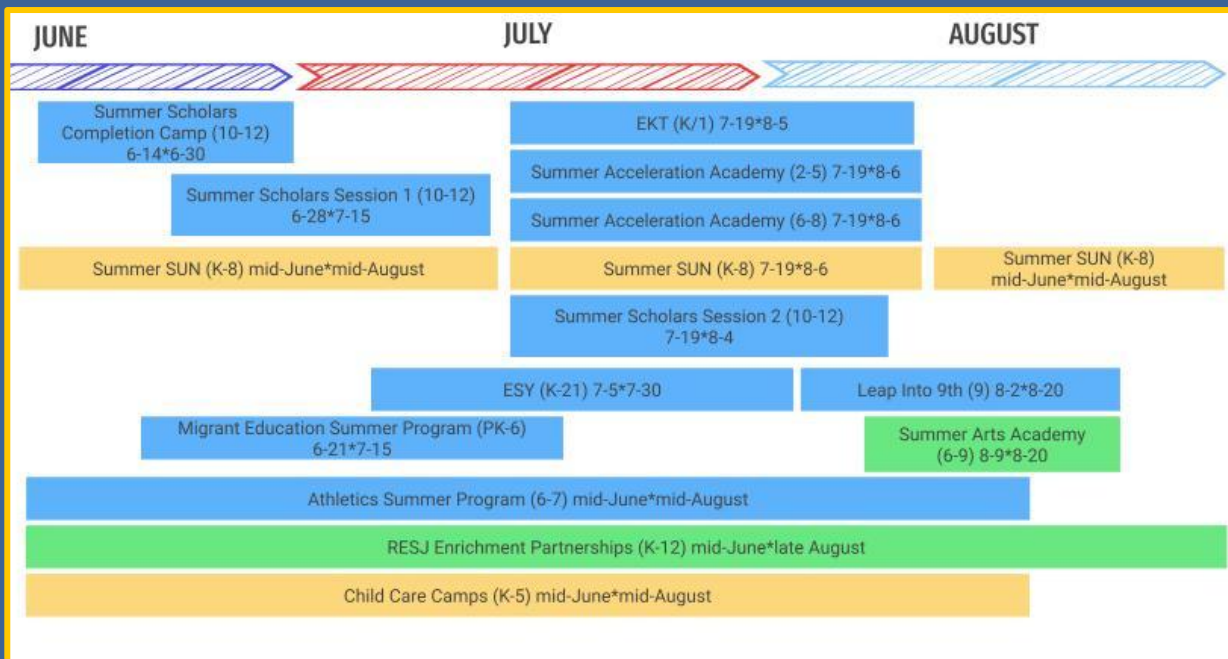
EKT +1 Stand Alone Sites (3)

- James John
- Lee
- Rigler

Grades 2-5/2-8 Hubs (16)

- Boise-Eliot-Humboldt*
- Bridger
- César Chávez* (2-8)
- Chapman
- Faubion* (2-8)
- Grout
- Harrison Park* (2-8)
- Kelly*
- Laurelhurst (2-8)
- Markham
- MLK, Jr.*
- Rosa Parks*
- Scott*
- Sitton*
- Vestal*
- Woodmere*

*EKT



Middle School Hubs (7)

- Jackson
- Lane
- Ockley Green

High School Hubs (5)

- Alliance @ Meek
- Franklin
- Grant
- Roosevelt
- Wells

***Benson and MLC students will go to the site closest to their neighborhood school.*



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Summer Enrichment



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By The Numbers

Over **52** organizations will serve PPS students this Summer

This Summer:

- **6,800** PPS students will participate in in-person activity.
- **1,000** PPS students will participate in virtual programming.
- Over **100** summer employment positions for PPS HS students
- Over **130** Families will receive basic needs and support



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Update to RSSL Guidelines

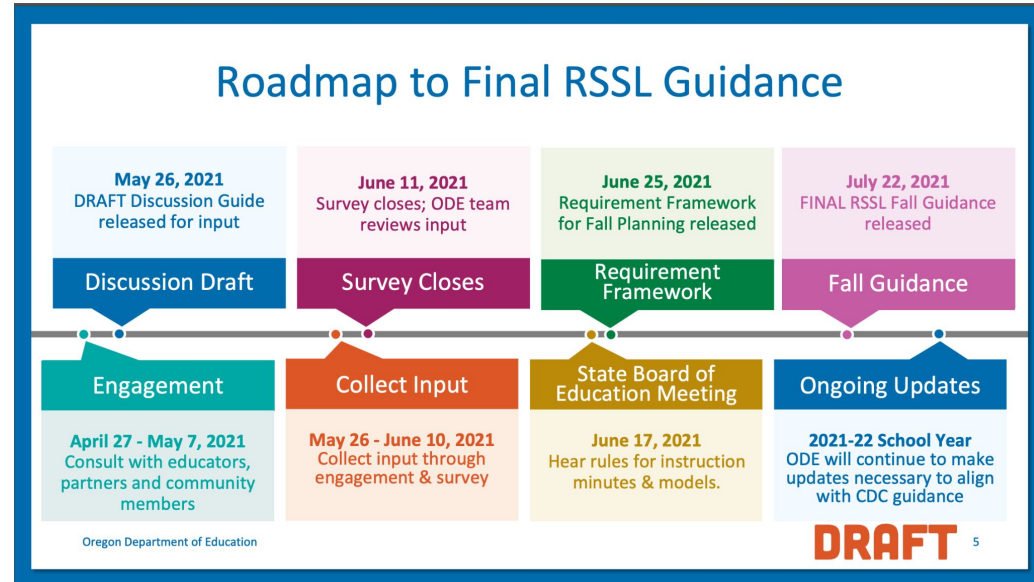


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Updates to RSSL Guidance

While not meant to be intended to be comprehensive or final guidance for Oregon's K-12 Public Schools and Districts, here is what we know from the emerging guidance thus far:

- All schools will be open for full-time, in-person instruction every day
- Remote Learning:
 - Districts *may* opt to offer a Remote Instructional Model
- Health and Safety
 - Oregon will align to CDC guidance with increases in local decision-making
- Instructional Time
 - Districts will meet all standard instructional times
- Graduation
 - Oregon Diploma credit requirements and subject-area requirements maintained



Health & Safety Protocols

Here is what we expect for the 2021-2022 school year:

- CDC guidance to be released in the next few weeks.
- Oregon will align to CDC guidance with increases in local decision-making.
- Oregon OSHA will likely have workplace rules and we will work to align.

Possible Essential Mitigation Strategies

- Face Coverings (when applicable)
- Physical Distancing (3 feet to the degree possible)
- Public Health Communication & Training for School Staff
- Communicable Disease Plan (division 22 requirement)



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K-12 Virtual School



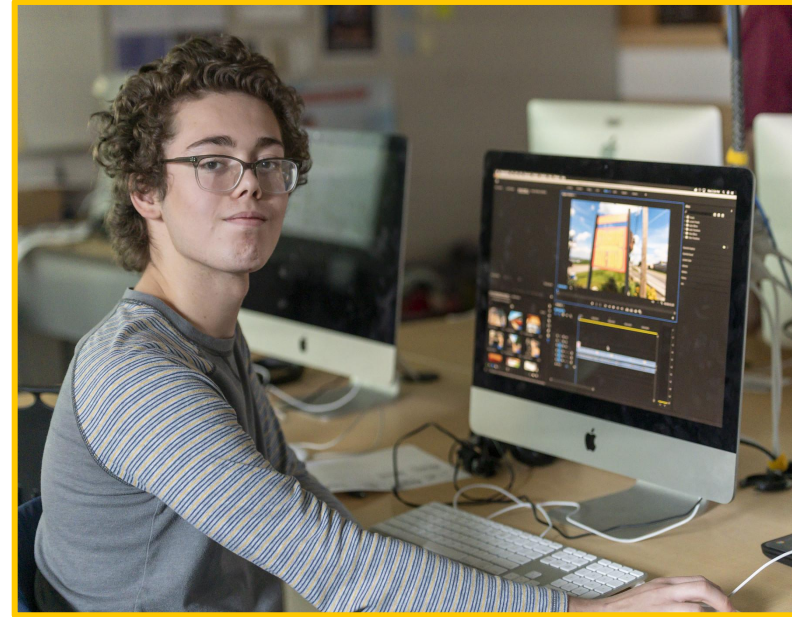
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PPS Virtual School/Program

As we plan to provide a virtual learning option for those students and families who are unable to return to in-person learning in the Fall, we will:

- Be guided by our core values and a commitment to doing right by the students and families who must rely on this for a continuity of learning.
- Collaborate cross-functionally to effectively deliver a positive virtual learning experience for students and our staff.
- Carefully balance the continued need for virtual learning with available resources, state and community expectations.



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Next Steps

- We will finalize criteria and enrollment process this week.
- Next week: interest survey for virtual school to families who remained in CDL during 2020-2021 school year.
- Coordinate professional learning and onboarding to support educators providing online instruction.
- Plan and implement support for students attending virtual school to address the social emotional and trauma needs, which increases a sense of belonging.
- Finalize detailed technology plans to ensure every student and staff has the tools required to effectively navigate virtual learning.



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The page features several large, light blue circles of varying sizes and opacities. One large circle is in the top right corner. Another large circle is in the bottom left corner, overlapping with a smaller, semi-transparent circle. A third large circle is on the right side, partially cut off. The circles are arranged in a way that they appear to be floating or overlapping in a minimalist, modern design.

Forward Together

Portland Public Schools' 2021–2025 Strategic Plan
for Equity, Inclusion, and Excellence

In May 2019, PPS adopted our community-informed Vision, [Portland Public Schools reImagined](#). This vision knitted together our community's long-term aspirations for its graduates, educators, and overall school system. It is also the promise we have made to our students, their families, and our community. We are committed to academic excellence and personal success for every student, and central to this is living into our expressed commitment toward our core value of racial equity and social justice.

We believe in the fundamental right to human dignity and that generating an equitable world requires an educational system that intentionally disrupts—and builds leaders to disrupt—systems of oppression.

As a district, we have also adopted a theory of action that provides focus and centers our decision making on the experience of Black and Native American students. In doing so, our Theory of Action accomplishes two important objectives: it explicitly calls out the pernicious institutional and cultural racism embedded in our system, and it prompts us to take action that disrupts the barriers that hinder us from being a school system that is equitable, inclusive, and excellent.

Theory of Action

If ... We braid Racial Equity and Social Justice strategies into our instructional core, work with our students, teachers, and content, and build our organizational culture and capacity to create a strong foundation to support every student...

Then... We will reImagine Portland Public Schools to ensure every student, especially our Black and Native American students who experience the greatest barriers, realize the Vision of the Graduate Portrait.

Our ability to explicitly name the Black and Native American student experience as central to the focus of our strategies and actions is our organizational effort to create goals using Targeted Universalism because we recognize that resource conversations can be polarizing and that discourse can become trapped in either/or, zero-sum mindsets. Our approach aims to operationalize our Racial Equity and Social Justice values so that every student is served, our universal board goals are

achieved, and, ultimately, every student realizes our Graduate Portrait. Our approach supports the distinct needs of Black, Native American, and students of color, while also acknowledging our mutual interdependence.

Targeted Universalism

Targeted Universalism means setting universal goals pursued by targeted processes to achieve those goals. Within a targeted universalism framework, universal goals are established for all groups concerned. The strategies developed to achieve those goals are targeted, based upon how different groups are situated within structures, culture, and across geographies, to obtain the universal goal. Targeted universalism is goal oriented, and the processes are directed in service of the explicit, universal goal.

— john a. powell

Therefore, we have committed to applying a racial equity and social justice lens in our actions and decisions. That means a practice of utilizing the critical thinking and evaluation skills developed while using the lens as part of our commitment to racial equity and social justice. We believe that this practice will continue to inform our organizational development and strengthen our collective impact, which gets us closer to our community’s articulated vision.

The following strategic plan was developed and informed by our theory of action and the Targeted Universalism approach, which are interwoven throughout the strategies. As articulated in our PPS Racial Equity and Social Justice (RESJ) Lens, we provide focus and center our decision making on students of color, especially our Black and Native American students. It is important to note that this framing is applicable and central to the entire strategic plan and, to simplify language to increase accessibility, is not repeated in every instance.

What is a Strategic Plan?

A vision describes our destination: what we want to be true for our school district by 2030. A strategic plan describes how we will reach our destination. This plan covers the years 2021 to 2025 and outlines the first stage of our journey toward our vision. It describes a set of collective and coherent actions and goals that, taken together, will set in motion the changes needed to bring our vision to fruition. This is still a high-level description; the implementation details are in the site level and department plans. As the vision is long-term, we will need several strategic plans to chart our course.

Vision

The vision describes the change we want to see in the world. Our vision document describes our hopes for students (the Graduate Portrait) and for all of the educators who work at Portland Public Schools (the Educator Essentials), and articulates how the system needs to change to support the educators to support the students (the System Shifts).

Ultimately, everything in the vision document supports the following:

Vision Statement

A graduate of Portland Public Schools will be a compassionate critical thinker, able to collaborate and solve problems and be prepared to lead a more socially just world.

Mission (DRAFT—BOARD APPROVAL)

Our mission describes what we as an organization will do to realize the vision:

The mission of Portland Public Schools is to provide robust, inclusive, joyful learning experiences that disrupt systemic inequities so that every student is prepared to lead a more socially just world.

Core Values

Students at the Center

We believe that all students have the ability to succeed and that positive impacts on students are at the center of each decision and action. We believe that student voice is essential to understanding and solving the core issues of education and that including student voice is a priority.

Racial Equity and Social Justice

We believe in the fundamental right to human dignity and that generating an equitable world requires an educational system that intentionally disrupts—and builds leaders to disrupt—systems of oppression.

Honesty and Integrity

We believe in demonstrating honesty and integrity in every action we take, with sincere, ethical, transparent, and accountable communication and decision-making in service of our students, families, staff, and community.

Excellence

We believe in rigor and high standards for all students and staff, and that achieving excellence and high performance is the result of the school system acting as a continuous learning organization.

Respect

We believe in respect for all. Every person brings value and deserves to be treated with care, courtesy, and compassion.

Relationships

We believe that relationships are vital to our success. Authentic human connection, established through kind, caring relationships, builds trust, fosters understanding, and strengthens our ability to work together toward shared aspirations.

Creativity and Innovation

We believe in the power of effective problem solving, supported by a culture of creativity and innovation. Challenging assumptions, nurturing curiosity, welcoming new ideas, and developing lateral thinking skills are essential to developing effective strategies for constructive change.

Partnerships and Collaboration

We believe that together, we know and can achieve a great deal, and that by leveraging the collective actions of a group of committed stakeholders, we can achieve our Vision.

Grounded in the Spirit of Portland

We believe that our unique Portland identity gives us the collective wisdom to acknowledge and learn from our community's diverse history and fuel our progress toward a new era of courageous and innovative collective action to create a better Portland for all.

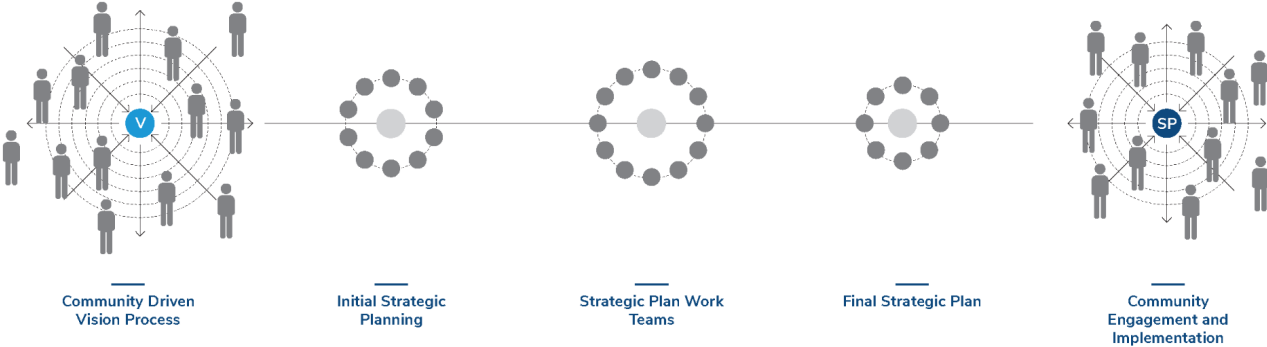
Joyful Learning and Leadership

We believe in learning and leading in ways that foster human connection, deep appreciation for each other, satisfaction in our work, and appreciation of the learning process.

Strategic Plan Process

Following the community-formed vision process, we identified five of the System Shifts to create an initial Strategic Plan for the school year 2020–21. Building on that plan, we have now created a four-year plan, which continues the work of the initial plan and adds several key areas of work. Despite the constraints brought by the Covid-19 pandemic, integrating diverse perspectives from students and educators representing different parts of the organization was central to the development of this plan. A student survey and student focus groups were conducted, and a series of educator focus groups were held, including three in which more than two dozen school-based educators of color from across PPS came together for sessions with senior staff. Three student interns joined a 148 person Advisory Committee to provide input on priorities for the plan. Advisory Committee members also took part in System-Shift-specific work teams to develop the details of strategic outcomes and goals. Each work area follows the guidance provided by the community during the vision process, and we will continue to have significant community engagement throughout the implementation of the strategic plan.

Strategic Plan Roadmap





The Plan

Summary of Strategic Plan Themes and Outcomes

The focus areas of the plan, described as strategic outcomes (i.e., what will be true once they are achieved) are organized under four main themes:

Theme 1: Racial Equity and Social Justice

As a community, we have an urgency to intentionally disrupt systems of oppression, because they are closely tied to disparities of access and educational outcomes, especially among our Black and Native American students. We have to attack racism and longstanding, structural inequities in our system. We have to remove barriers to teaching and learning. We have to create a sense of belonging for everyone. And we will establish a Center for Black Student Excellence, a constellation of built environments and a designated set of culturally responsive strategies that celebrate and advance Black student achievement at PPS. The issue of race, racism and racial equity is important to the strategic plan as a whole—and it suffuses other themes and action areas throughout. It is important that all stakeholders see opportunities to confront racism and promote equity in every element of our plan.

Strategic Outcomes

Transform Structures for Racial Equity

We are gaining the knowledge and demonstrating the practices that model characteristics of an anti-racist organization, one that eliminates disparities in equitable access to opportunities and outcomes for students of color.

Cultivate a Culture of Racial Equity and Care

We are cultivating the conditions for an organizational culture of racial equity and affirmation to collectively bring about meaningful change.

Reimagine Relationships and a Sense of Belonging

Students develop a strong sense of belonging, and we foster safe, healthy, and positive learning and working environments.

Plan the Center for Black Student Excellence

A comprehensive, co-constructed, community plan for the Center for Black Student Excellence.

Ensure Equitable Access to Facility Resources

We reimagine the use of space to provide more equitable access to facilities and supporting resources, enabling greater options for student success.

Theme 2:

Inclusive and Differentiated Learning for Every Child

We celebrate the diversity of our students, and are working to provide differentiated learning experiences and supports that meet each child where they are, work with their interests, and enable them to thrive at PPS. We have a significant population who have varying abilities that require special attention and programs. Many students with disabilities, and those with complex learning needs, were not well-served by Covid-19 virtual learning. We need to strengthen educational offerings for every student, including those with disabilities, and expand resources for their physical and emotional safety. And we must make learning relatable and relevant for the real-world contexts—for jobs, technology and challenges of the future—for every student.

Strategic Outcomes

Develop an Integrated Instructional Framework

Our Integrated Instructional Framework guides teaching and learning and integrates respectful consideration of culture, disability, race, gender, and language. It supports inquiry-based, foundational, and interdisciplinary learning for students to develop and demonstrate mastery of the Graduate Portrait and learning standards.

Design Learning Experiences that Promote Self-Directed, Future-ready Learning

Every student has access to flexible, personalized, and differentiated learning experiences throughout their PK-12 journey that are centered on their interests and needs, support self-directed learning, are real-world relevant, and provide multiple pathways to graduation or a certificate of completion.

Implement Multi Tiered System of Supports

Our strongly aligned system of tiered supports provides progressively targeted and individualized supports for students, based on student data, decision criteria,

educator collaboration, and using evidenced-based academic, social-emotional, and behavioral interventions that are culturally responsive and eliminate barriers to learning.

Establish Systems and Structures for Inclusion

All of our systems and structures support the understanding and implementation of inclusionary practices for students with disabilities.

Promote an Inclusive Mindset

We all share the mindset that students with disabilities are everyone’s students.

Build the Advocacy Power of Students and Families of Students with Disabilities

We ensure that all families and students, especially those historically underserved, have the knowledge, information and support they need to fully engage in, and contribute to, the special education process.

**Theme 3:
Professional Excellence and Support**

To become a world-class school district, we must hire talented people from diverse backgrounds and experiences. We also know that our world-class staff needs ongoing professional support and resources. This will require action across many forms, including better communication and coordination; career pathways for educators, building our educators’ capacity in social and emotional support to students; and a culture of adult learning to accelerate student achievement.

Strategic Outcomes

Develop a Diverse, High-Quality, and Thriving Workforce

We have a diverse, high-quality, and thriving workforce that is supported in personal and professional wellbeing and success.

Advance Our Organizational Learning Culture and Practice

Our coherent, system-wide, culture of adult learning provides systems and supports that spur growth, innovation, and collaboration.

Theme 4: Embracing Change

We need to create and support a culture open to positive change—as a system. The way we solve problems systematically, the way we build a culture and approach to successfully manage our work, **the way we build trust and promote empathy**, the way we communicate within our system and to our stakeholders—all of these are actions that require constant refinement and improvement.

Strategic Outcomes

Socialize Our Vision and Strategic Plan

We socialize our vision, PPS reimagined, and our strategic plan by providing ongoing opportunities for educators, students, and community stakeholders to engage, understand, and make meaning together.

Build A Collective Sense of Trust and Belonging

Our educators and community collectively foster an environment of belonging, trust, and shared ownership for the success of our students, educators, and school district.

Establish a System-wide Project Management Culture and Practice

Our project management practice ensures consistent, sustainable, and synchronized implementation and organizational coherence of all strategic plan efforts.

Embed System-wide Data-Driven Continuous Improvement Practices

We effectively and consistently use data to drive cycles of continuous improvement that lead to decisions and actions that improve student outcomes.

Establish Exceptional Service Culture and Standards

We deliver exceptional central services to our schools, students, and families.

Implement A Proactive, Effective, and Creative Communication Practice

Our communications practice proactively informs internal and external stakeholders in ways that are respectful, transparent, and inclusive of our linguistically and culturally diverse communities.

Launch an Innovation Practice that Reimagines System Problem Solving

Our system-wide innovation practice addresses challenges in the system by generating creative solutions and moving promising practices to implementation at scale.

Cultivate and Promote Aligned Community Partnerships

Our partnerships equitably support our students to achieve the Graduate Portrait.

Develop a Coherent System-wide Community Engagement Approach

Stakeholder engagement is a core competency through which the perspectives and voice of educators, students, families, and community are authentically integrated.

Strategic Plan Objectives

These Strategic Plan Objectives describe the high level indicators of success for our strategic plan. What does success look like at the end of the strategic planning period that is reflective of the strategies in the plan and measures our progress toward our Vision?

Student-centered Indicators

- Black and Native students will narrow opportunity gaps in learning shown by increasing numbers of students prepared for 1st grade as measured by an appropriate set of early learning indicators.
- Narrowing the opportunity gaps for our Black and Native students: (These are aligned to Board Goals)
 - By 3rd Grade, our Black and Native students will narrow opportunity gaps in reading shown by more growth than other subgroups as measured by the NWEA Measures of Academic Progress (MAP) assessments
 - By 5th Grade, our Black and Native students will narrow opportunity gaps in math by showing more growth than other subgroups as measured by the NWEA Measures of Academic Progress (MAP) assessments
 - By 8th Grade, our Black and Native students will narrow opportunity gaps in both reading and math shown by increasing numbers of students who meet or exceed proficiency in both English Language Arts and Mathematics as measured by Smarter Balanced Assessment Consortium (SBAC) assessments
 - By graduation, our Black and Native students will narrow postsecondary opportunity gaps shown by greater increases of students, as compared to other subgroups, who meet at least one of the following postsecondary readiness indicators as stated in the current board goals:
 - a) Successful completion (C or better) of 3 or more Advanced Placement courses,
 - b) Successful completion (C or better) of 3 or more International Baccalaureate courses,
 - c) Successful completion (C or Better) of 3 or more Dual Credit courses,

- d) Successful completion of Career and Technology Pathway (2 or more courses in the same path),
- e) Successful achievement of the seal of biliteracy
 - l) AP foreign language: 3 or above.

- Students report increasing sense of belonging as measured by the Successful Schools Survey
- Students report learning is more engaging and relevant for their future
- Reduce disproportionate identification of students in Special Education, especially our Black, Native, and English Learner students
- Reduce disproportionality in exclusionary discipline measures for our Black and Native students
- Students are able to self-assess growth on the Graduate Portrait, including an adapted Graduate Portrait for students with disabilities, using a developmentally appropriate continuum
- Growth in number of students on track for the Graduate Portrait milestones as expressed by the Graduate Portrait continuum
- Students report their learning experiences support their understanding and attainment of the Graduate Portrait

Other Success Indicators Related to Educator Essentials and Implementation of Key Strategies

- Increase in number of educators of color who are hired and retained
- Increase in educators of color reporting feeling a sense of belonging
- Educators use the Educator Essentials to self-assess professional growth
- Data driven, continuous improvement practices evident at grade level, schools, departments and district as a whole
- Evidence that educators are aligning their work and professional learning to the Vision

Themes and Outcomes in Depth

THEME 1

Racial Equity and Social Justice

Transform Structures for Racial Equity and Social Justice

Strategic Outcome

We are gaining the knowledge and demonstrating the practices that model characteristics of an anti-racist organization, one that eliminates disparities in equitable access to opportunities and outcomes for students of color.

Description

We are disrupting entrenched institutional and cultural racism by integrating the PPS RESJ Lens into critical district structures and processes and continuously examining and changing beliefs, mindsets, policies, actions, and decision-making to eliminate disparities in access to opportunities and outcomes for students of color.

Goal #1

Disrupt inequities by applying the PPS RESJ Lens to analyze and interrogate high-leverage system change opportunities, including policies, processes, and resource allocation.

Goal #2

Every educator can articulate their role and responsibility within the [RESJ Framework and Plan](#) and understand how it fits within their work as reflected in their professional goals, published teamwork plans, and quarterly reviews.

Goal #3

In service of board goals, the RESJ Advisory Council supports the implementation of the [RESJ Framework and Plan](#) to ensure that the district measures, monitors, evaluates, and acts to track progress toward equitable student outcomes.

Cultivate a Culture of Racial Equity and Care

Strategic Outcome

We are cultivating the conditions for an organizational culture of racial equity and care to collectively bring about meaningful change.

Description

We are creating an organizational culture of racial equity that is characterized by respect, care, affirmation, and interconnectedness. This culture results from widespread use of the PPS RESJ Lens and from educators developing our individual capacity to understand oppression in education. This enables us to successfully collaborate with others to bring about meaningful change that increases student success, resilience, and empowerment.

Goal #1

Develop and implement RESJ professional learning and school site supports aligned to the [RESJ PD Framework](#) and the Professional Learning Master Plan. This is done in collaboration with school teams, departments, and external partners so the entire system is engaged in continuous RESJ learning and improvement.

Goal #2

Engage meaningfully with students, families, and community leaders through intentional and inclusive partnership and collaboration with culturally specific, multiracial partners and community, and in coordination with our Community Engagement team. Implement RESJ strategies in every school and department to meet the needs of students and families.

Reimagine Relationships and a Sense of Belonging

Strategic Outcome

Students develop a strong sense of belonging, and we foster safe, healthy, and positive learning and working environments.

Description

Our “design principles for belonging,” based on collaborative work with students, student groups, families and communities, and external research, build capacity throughout the system to reimagine relationships, foster community and belonging,

and reimagine discipline. The design process identifies needed resources and creates the conditions for greater physical and emotional safety for students and educators.

Goal #1

Complete a process of exploratory learning and gathering input on what is needed to build a sense of belonging and supportive relationships.

Goal #2

Based on the results of goal #1, prototype a set of “design principles for belonging” that create the conditions for educators to foster emotional regulation and healthy environments for every student.

Goal #3

Develop and implement a comprehensive plan, building on goals #1 and #2, that increases access to, and representation of, student-led activities that support cultural and social identity, enhancing a sense of safety and belonging at every school site.

Plan the Center for Black Student Excellence

Strategic Outcome

A comprehensive, co-constructed, community plan for the Center for Black Student Excellence.

Description

In partnership with Black community leaders, education and youth development experts, and educators, our community launches a racial equity centered design and planning process that informs both the educational programming and the physical design and implementation of the Center for Black Student Excellence in schools and facilities in the heart of the historic Albina neighborhood around Jefferson High School. Drawing from local, national, and international expertise as well as student, family, and community engagement, the collective sets the framework and design for implementation of the Center.

Goal #1

A robust and detailed community, student, and stakeholder engagement plan, developed in coordination with our Community Engagement team, is reviewed, vetted, and approved.

Goal #2

Our community- and student-focused engagement process produces a vision and mission, and a comprehensive plan that outlines educational outcomes, partnership needs/development, physical space needs, oversight, and responsibility.

Goal #3

Create and implement a plan to hire, train, and promote educators, and others, who reflect the cultural and racial diversity of our student demographics.

Ensure Equitable Access to Facility Resources

Strategic Outcome

We reimagine the use of space to provide more equitable access to facilities and supporting resources, thereby enabling greater options for student success.

Description

Our response to the question, *“How might we change enrollment, budgeting, and partnership policies and practices to create an equitable allocation of resources and more flexible and future-focused schools, including non-comprehensives, such as CBO alternative schools?”* results in a reimagined use of space. Student needs are the driver, and the Graduate Portrait is the frame that guides access to spaces and allocation of resources, supporting multiple pathways to graduation.

Goal #1

Develop and implement guidelines and plans for intentionally and equitable upgrading every inaccessible and aging facility in the school district.

Goal #2

Regular, two-way, engagement informs facilities planning and resource allocation developed in coordination with our Community Engagement team.

Goal #3

Develop and implement administrative policies and processes that allow students to flexibly access multiple educational programs and offerings, virtually or physically, and in conjunction with ongoing career learning academy development work.

THEME 2

Inclusive and Differentiated Learning for Every Child

Develop an Integrated Instructional Framework

Strategic Outcome

Our Integrated Instructional Framework guides teaching and learning and integrates respectful consideration of culture, disability, race, gender, and language. It supports inquiry-based, foundational, and interdisciplinary learning for students to develop and demonstrate mastery of the Graduate Portrait and learning standards.

Description

The framework describes an interrelated set of tools, practices, and expectations that guide how we support inquiry-based, disciplinary, and interdisciplinary learning. It also describes teaching that is inclusive, culturally responsive, learner-centered, interactive, engaging, and intellectually rigorous.

Goal #1

Develop the first version of a culturally responsive and culturally sustaining Instructional Framework that identifies learning and teaching practices that support all students in attaining the Graduate Portrait.

Goal #2

Backward map and build out the developmental continuum (PK-12) of the Graduate Portrait. Following this, develop corresponding performance-based assessments to demonstrate mastery, in alignment with the Instructional Framework, for all levels.

Goal #3

Develop and implement a comprehensive professional learning plan, in alignment with the Professional Learning Master Plan, to support adult learning related to effective implementation of the Instructional Framework.

Goal #4

Prototype interdisciplinary teaching and learning practices at a small scale in order to learn about the systems and structures that can be scaled effectively in the next strategic plan.

Design Learning Experiences that Promote Self-directed, Future-ready Learning

Strategic Outcome

Every student has access to flexible, personalized, differentiated learning experiences throughout their PK-12 journey. These experiences are centered on their interests and needs, support self-directed learning, are real-world relevant, and provide multiple pathways to graduation or a certificate of completion.

Description

Educators and diverse groups of students collaborate, in coordination with our Community Engagement team, to design and implement flexible, personalized learning experiences and environments. These experiences and environments build upon student interests and needs; use space and time creatively, in ways that expand the learning environment beyond the traditional “bell” structure; and are aligned to the Graduate Portrait. This collaborative design process intentionally develops self-directed learning skills for students.

Our initial work identifies key principles for designing flexible, interest-based learning experiences that can be applied across the system. The principles can be adopted by other students and educators to make learning more engaging, relevant, and self-directed for all students. The design principles also inform and influence the redesign of multiple interest-based learning experiences PK–12. Examples include the PK–3 alignment and design work, Middle School redesign efforts, college and career pathways to graduation or a certificate of completion, and alternative pathways for students PK–12. The design principles are integrated into the district’s instructional framework.

Goal #1

Develop initial design principles to incorporate student interests and needs into learning experiences. Collaboratively develop the design principles with a diverse group of students and educators in coordination with our Community Engagement team. Include the principles in a “design guide” that is incorporated into the Integrated Instructional Framework.

Goal #2

Support schools at all levels to redesign master schedules centered on learner needs and student access to equitable learning experiences, and support the implementation of flexible learning experiences PK–12.

Goal #3

Provide students opportunities for personalized learning that centers around differentiated and flexible learning experiences that are developmentally appropriate and focused on the personalized interests and needs of each student.

Goal #4

Develop a comprehensive plan, and prototype external and internal career-related learning with students that emphasizes real-world, hands-on experiences, such as internships and externships, job shadows, and simulations.

Implement Multi-tiered System of Supports (MTSS)

Strategic Outcome

Our strongly aligned system of tiered supports provides progressively targeted and individualized resources for students. The supports are based on student data, decision criteria, and educator collaboration, and use culturally responsive, evidence-based academic, social-emotional, and behavioral interventions to eliminate barriers to learning.

Description

Multi-tiered System of Support (MTSS) is a framework focused on prevention and problem solving for all students, using data-based decision making. This framework promotes educational systems that provide equitable outcomes for all students. MTSS uses evidence-based instruction, intervention, and assessment practices to ensure that every student receives the appropriate level of support based on their level of need. Attention is focused on creating and sustaining Tier I support (universal), Tier II intervention (targeted group), and Tier III intervention (individual) systems to help eliminate barriers to learning and ensure equitable outcomes. MTSS integrates Racial Equity, Social Emotional Learning, and Restorative Justice practices to promote a culture of emotional safety and respect for students and educators.

Goal #1

Fully implement MTSS school-level systems and structures, such as Professional Learning Communities, Student Intervention Teams, School Climate Teams, and Instructional Leadership Teams that monitor student success and development and provide tiered level support and interventions consistently.

Goal #2

All our PK–12 schools implement school-wide Transformative Social Emotional Learning (TSEL) as defined through our partnership with CASEL and expressed in our school guide. District-wide professional learning, aligned with the Professional Learning Master Plan and guided by the PPS RESJ lens, is available and required for the entire workforce. TSEL is integrated in the structures and systems across our departments and units, and a robust continuous improvement process is in place to guide its implementation.

Goal #3

All of our PK-12 sites have access to Restorative Justice resources, focused on building community, strengthening relationships, and repairing harm, as part of our work to reimagine discipline. These resources include support for classrooms, training for educators, facilitation of interventions, and support for community engagement.

Establish Systems and Structures for Inclusion

Strategic Outcome

All of our systems and structures support the understanding and implementation of inclusionary practices for students with disabilities.

Description

Our system-wide capacity for inclusion of students is supported by the consideration of special education needs in planning for professional development, curriculum adoption, budget, MTSS, Career and Technical Education (CTE), and staffing. This ensures that every student can attain the Graduate Portrait, and every educator can develop their capacity to be inclusive and responsive to all diverse learners, as reflected in the Educator Essentials.

Goal #1

District-wide planning for professional development, curriculum adoption, budget, MTSS, CTE, and staffing is inclusive of special education.

Goal #2

Develop and fund an inclusion team that focuses on coaching support and mentoring for general education teachers around the inclusion of students with complex needs.

Promote the Mindset that Students with Disabilities Are Everyone's Students

Strategic Outcome

We all share the mindset that students with disabilities are everyone's students.

Description

We understand and implement inclusionary practices for students with disabilities, including full implementation of MTSS, Universal Design for Learning (UDL), comprehensive professional development, and tiered academic supports, aligned to the Graduate Portrait and Educator Essentials.

Goal #1

Every educator receives professional training and resources to optimize opportunities for students with disabilities to succeed. The professional development is aligned with the Professional Learning Master Plan and includes a full implementation of UDL practices in special education and general education, and tiered academic supports, including culturally responsive pedagogy. This supports our belief that students with disabilities are everyone's students and expands our understanding of the importance of inclusion.

Goal #2

We are reducing exclusions from general education by increasing awareness, reducing bias and discriminatory practices, and increasing inclusionary practices by educators in the general education setting.

Goal #3

We have increased training, education, and support for educators, aligned with the Professional Learning Master Plan, in the use of the Multilingual SpEd Family Toolkit.

Build the Advocacy Power of Students and Families of Students with Disabilities

Strategic Outcome

We ensure that all families and students, especially those who have been underserved historically, have the knowledge, information, and support they need to fully engage in, and contribute to, the special education process.

Description

We work with families and students to identify information needs and expand resources on all aspects of the special education processes, including evaluation, eligibility, and Individual Education Plan (IEP) process. We empower students to lead their own IEPs. Educators have the training and support to be fully inclusive of all families and students and help create connections between special education supports and the Graduate Portrait.

Goal #1

We ensure that students with disabilities and their families understand the Graduate Portrait elements to help students realize them. We also explore those elements in an adapted Graduate Portrait for students with complex needs, in collaboration with students and families, to ensure that every student sees themselves in our Graduate Portrait.

Goal #2

Expand our Multilingual SpEd Family Toolkit to increase education and awareness for families and guardians, especially our historically underserved families, regarding special education processes and practices.

Goal #3

Use our expanded Multilingual SpEd Family Toolkit to increase student awareness and engagement in special education processes so that students can learn to lead their own IEPs and understand how special supports connect to meeting Graduate Portrait goals, especially for our historically underserved students.

THEME 3

Professional Excellence and Support

Develop a Diverse, High-quality, Thriving Workforce

Strategic Outcome

We have a diverse, high-quality, thriving workforce that is supported in personal and professional wellbeing and success.

Description

We have a diverse workforce that reflects student demographics through intentional recruitment, hiring, retention, and development of educators of color. We have a high-quality, thriving workforce that is supported by professional experiences throughout the entire employee lifecycle, to ensure each educator's personal and professional wellbeing, growth, and success.

Goal #1

Implement inclusive and equitable processes, practices, and accountability systems to decrease racial disproportionality of recruitment, hiring, retention, and promotion, prioritizing the growth and development of educators of color in their careers.

Goal #2

Increase the health and wellbeing of every educator by implementing social, emotional, and wellness best practices and supports, including identifying culturally affirming supports for educators of color.

Advance Our Organizational Learning Culture and Practice

Strategic Outcome

Our coherent, system-wide culture of adult learning provides systems and supports that spur growth, innovation, and collaboration.

Description

We are a learning organization that facilitates individual growth for educators at all levels, through pathways that are aligned to the Educator Essentials, differentiated

supports, and professional learning choices. Our supportive adult learning culture and professional learning system encourages innovation and increases collaboration and knowledge sharing system-wide, resulting in stronger professional practice across the district.

Goal #1

Create a Professional Learning Master Plan that identifies system-wide learning requirements, options, and guidance on developing individual and site-specific learning plans that integrate system-wide learning needs, individual needs, and interests.

Goal #2

Identify and implement culturally affirming and differentiated supports and resources to support employee growth, including individualized professional growth plans and evaluations.

Goal #3

Develop and implement professional learning that is aligned across sites and departments and integrates a continuum toward mastery for a prioritized set of Educator Essentials aligned to the Graduate Portrait.

Goal #4

Design and develop a Knowledge and Learning Management System that supports knowledge building, sharing and learning for all educators.

THEME 4

Embracing Change

Socialize Our Vision and Strategic Plan

Strategic Outcome

We socialize our vision, PPS reImagined, and our strategic plan by providing ongoing opportunities for educators, students, and community stakeholders to engage, understand, and create meaning together.

Description

Our socialization process invites our educators, students, and community stakeholders to explore the ideas, ask questions, and think through the implications of both our vision and our strategic plan. Through a variety of ongoing opportunities, our community develops a shared understanding and commitment to our vision and our strategic plan, and each stakeholder can see that they play an important role in reaching our shared aspirations.

Goal #1

Develop and implement a plan to create opportunities for internal and external stakeholders, especially our students, to make meaning of the vision and the strategic plan, and to understand how they can proactively support, lead, and help us collectively achieve our goals.

Build a Collective Sense of Trust and Belonging

Strategic Outcome

Our educators and community collectively foster an environment of belonging, trust, and shared ownership for the success of our students, educators, and school district.

Description

In collaboration with our community, we have identified the actions that build relational trust and those that dismantle it. With this understanding, we nurture trusting relationships through meaningful collaboration and investment in understanding each other's backgrounds, perspectives, and motivations (our why). We continually realign to our shared purpose, building a collective sense of belonging, to create a system that powers our students' success.

Goal #1

Establish shared definitions of relational trust and belonging, based on an understanding of the actions that build or dismantle them.

Goal #2

Use the understanding and definitions developed through goal #1 to develop and implement a plan to strengthen our capacity to build relational trust and a collective sense of belonging.

Establish a System-wide Project Management Culture and Practice

Strategic Outcome

Our project management practice ensures consistent, sustainable, and synchronized implementation and organizational coherence of all strategic plan efforts.

Description

The successful execution of the strategic plan is brought about through the establishment of a system-wide Project Management Office. This ensures consistent, sustainable, and synchronized implementation of plans, including site and department action plans, through common project management standards practiced throughout the organization. System-wide coordination of these efforts increases visibility, effective communication, and organizational alignment.

Goal #1

Create and implement a shared project management framework with common standards, processes, and tools to monitor and execute the strategic plan.

Goal #2

Establish an Enterprise Project Management Office, based on professional industry practice and the unique needs of our environment. The office provides ongoing organizational leadership and staffing toward a consistent, effective project management experience for all educators.

Goal #3

Support sites and departments to create action plans aligned with the strategic plan, and develop processes for ongoing coordination of implementation efforts.

Embed System-wide Data-driven Continuous Improvement Practices

Strategic Outcome

We use data effectively and consistently to drive cycles of continuous improvement that leads to decisions and actions that improve student outcomes.

Description

Effective data-driven continuous improvement practices are evident throughout the district, especially at the classroom, grade-level, school, and central office department levels. Educators have the capacity to set measurable goals, collect outcome and implementation data from multiple sources, analyze data, adjust actions, and monitor progress toward goals. Diverse stakeholders are involved in data analysis to strengthen interpretation, and this informs decisions and actions, especially resource allocations, that lead to improved outcomes.

Goal #1

Strategic plan priorities are being monitored quarterly and publicly reported annually to ensure progress toward our equitable metrics and indicators.

Goal #2

A shared model of data-driven continuous improvement cycles has been adopted by schools and departments, and supports for effective implementation are in place.

Goal #3

The Board of Education, the district, central office departments, schools, and grade-level teams will establish regular cycles of review as part of their continuous improvement process.

Goal #4

Strengthen capacity to provide effective instruction that leads to closure of our significant gaps in student outcomes through access to real-time student progress monitoring data, such as formative assessments and other measures.

Goal #5

Develop an integrated data-management infrastructure that is responsive and accurate so that effective data-driven continuous improvement practice is supported throughout the district.

Establish Exceptional Service Culture and Standards

Strategic Outcome

We deliver exceptional central services to our schools, students, and families.

Description

Our central office is transforming to better serve our schools for the benefit of students and families. We have a performance management system that supports educators to improve services continuously, using a meaningful set of multiple measures, grounded in a customer service culture and a research-based framework. This reflects our belief that student achievement can be accelerated when schools are supported by central services that are performed reliably and accurately, convey trust and confidence through knowledge of products and services, communicate caring and individualized attention, and provide help willingly and promptly.

Goal #1

Develop and implement a district-wide performance management system that is grounded in a research-based Customer Service Excellence model.

Goal #2

Establish Professional Learning Communities, aligned with our Professional Learning Master Plan, across service departments to support cross-departmental collaboration on challenging problems of practice. Identify actions to improve service performance.

Implement a Proactive, Effective, and Creative Communication Practice

Strategic Outcome

Our communication practice proactively informs internal and external stakeholders in ways that are respectful, transparent, and inclusive of our linguistically and culturally diverse communities.

Description

Internal and external communication is consistent and accurate, and it informs stakeholders in a timely fashion. Attention to accessibility has made methods and content responsive to audience needs. By using a variety of data and media, we “show the system to itself” through stories of growth and accomplishment, keeping our community proactively informed as to progress across the district.

Goal #1

Develop and implement our guidelines for clear, accessible, inclusive, and meaningful communications created in collaboration with students, families, site educators and the central office so that we can target our messages to diverse stakeholders.

Goal #2

Identify and implement creative methods to proactively develop and share, both internally and externally, stories that celebrate and share the progress we are collectively making toward realizing our vision.

Launch an Innovation Practice that Reimagines System Problem Solving

Strategic Outcome

Our system-wide innovation practice addresses challenges in the system by generating creative solutions and moving promising practices to implementation at scale.

Description

Our innovation practice enables all educators and students to address challenges in the system and puts a supportive structure in place to enable them to do so. This structure is the Innovation Studio, which includes training, resources, and incentives that promote a culture of creativity, iterative design improvements, and managed risk-taking. Innovation approaches are described in a PPS Innovation Framework, and regularly applied to ensure that solutions meet the needs of intended stakeholders and are resilient to potential future forces. Innovation is non-linear and often includes ideating broadly to tackle problems that are ill-defined and for which effective solutions are unknown. An innovation practice involves design research and human-centered design to learn insights from those for whom the solution is designed. Then, through exercises that harness creativity, through design thinking and prototyping, new and innovative solutions to challenges are developed.

Goal #1

Establish the PPS Innovation Studio and train the initial diverse team of innovation process facilitators for projects, in alignment with the Professional Learning Master Plan.

Goal #2

Complete the development of a PPS Innovation Framework to provide a clear definition of innovation in PPS with written guidelines and expectations on the innovation practice in the district.

Goal 3

Establish a robust plan to continue building our innovation practice, including ongoing support systems and additional trained facilitators, including students.

Cultivate and Promote Aligned Community Partnerships

Strategic Outcome

Our partnerships equitably support our students to achieve the Graduate Portrait.

Description

Internal and external stakeholders are active partners supporting our vision, PPS reimagined, and have clear options and opportunities to align their efforts with our vision. We cultivate, foster, and sustain partnerships so that our collective efforts to support our students to achieve the Graduate Portrait are maximized.

Goal #1

Collaboratively develop a partnership framework, in coordination with our Community Engagement team, that defines types and elements of effective partnerships, outlines RESJ-focused criteria for partnerships, and provides guidelines on fostering and sustaining effective partnerships.

Goal #2

Redefine and develop our culture of giving that grows sustainable partnerships with stakeholders, and build multiple meaningful and aligned opportunities for all community members to take action in support of our vision.

Goal #3

Establish a citywide campaign of partners that collectively aligns a shared set of priorities to achieve the Graduate Portrait.

Develop a Coherent System-wide Community Engagement Approach

Strategic Outcome

Stakeholder engagement is a core competency through which the perspectives and voice of educators, students, and families are authentically integrated.

Description

Our coherent, system-wide approach to internal and external community engagement uses consistent guidelines for departments and sites on the design of engagement activities to ensure that they are meaningful and transparent. Guidelines clarify expectations as to the purpose and outcomes of engagement, including expectations for collaboration and feedback loops, and help stakeholders feel that their participation is valued by understanding how their input, feedback, and collaborative design efforts will be used.

Goal #1

Develop and iteratively improve engagement guidelines and tools to support sites and departments to authentically engage stakeholders. This includes protocols and expectations for participation and communication, and feedback loops so that participants understand the purpose, methods, and outcomes to engagement initiatives in which they have participated.

Goal #2

Map engagement efforts of all strategic plan efforts, and collaborate proactively with strategic plan project leads to ensure that all engagement efforts follow the guidelines.

Goal #3

Establish district-wide principles for creating meaningful and actionable feedback loops with clear expectations so that educators, families, and students feel heard and appreciated, and understand how their feedback will be used.

Forward Together

PPS's 2021-2025 Strategic Plan for Equity, Inclusion & Excellence

Portland Public Schools
Board Study Session
June 15, 2021

Outcomes

- Shared understanding of the overall direction and strategic outcomes in the 2021-2025 Strategic Plan
- Shared understanding of the high-level Strategic Plan objectives
- Board discussion and feedback on two guiding questions:
 - Will our overarching High Level Strategic Plan Objectives demonstrate our success for this strategic planning period?
 - Will this set of Strategic Outcomes move us toward the aspirations of our long term vision, *PPS reimagined*?



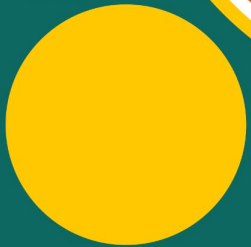
Agenda

Superintendent Introduction

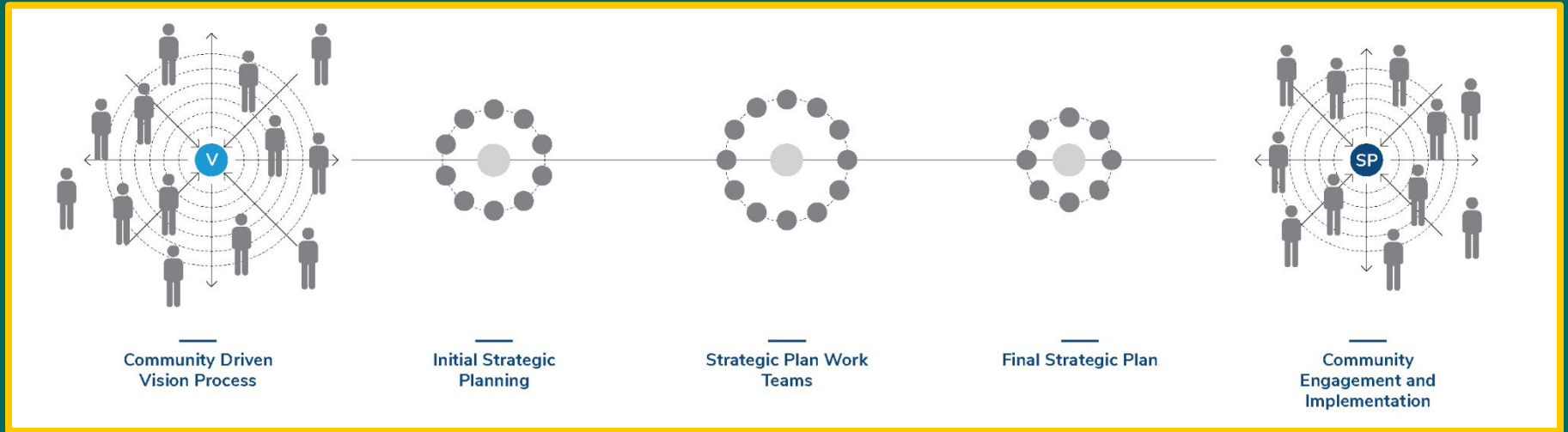
Brief Presentation

Board Discussion

Next Steps



Strategic Plan Roadmap



What is Strategy?

Strategy is the set of *collective and coherent actions* that moves the organization toward the vision.

“A good strategy doesn’t just draw on existing strength, it creates strength through the coherence of its design.” – Rumelt, *Good Strategy, Bad Strategy*



Strategic Plan

Our Strategic Plan:

- Articulates a set of *collective and coherent strategies* and objectives (high level success indicators) that move the District toward the vision
- Specifies strategic outcomes (what the strategies will accomplish) and aligned goals
- Action planning will also identify:
 - metrics and key strategic actions that will lead to successful attainment of goals
 - interdependencies and the sequence of strategies

Our Strategic Plan period is June 2021- June 2025. Strategic plans are typically refreshed every 3—5 years to celebrate progress, address changes and trends, and begin development of the District's next Strategic Plan.

Strategic Planning is...

Iterative. At every step of the process, we are aiming to refine our overall plan so it's becoming more clear and increasingly coherent. It will never be perfect so we aim to do the best work we can do at each phase.

It's neither top down or bottom up, but a combination of both. We work at both levels and make connections between them at the same time.

Followed up with detailed action planning and quarterly progress monitoring at the system level. This allows our "imperfect plan" to continuously navigate toward our vision, because we use data about our progress to refine our path.

An operationalization of the community driven vision. It leverages the diverse perspectives and expertise of our educators to map the next path forward, aligned to the community's vision, and engages a broader community of partners, families and students in the implementation of the plan.

PPS 2021–2025 Strategic Plan

Strategic Plan Organization

Vision, Mission, Theory of Action, High Level Strategic Plan Objectives

Strategic Outcomes, Implementation Goals nested under four overarching themes:

- Racial Equity and Social Justice
- Inclusive and Differentiated Learning for Every Child
- Professional Excellence and Supports
- Embracing Change



Vision, Mission, Theory of Action



Vision

A graduate of Portland Public Schools will be a compassionate critical thinker, able to collaborate and solve problems, and be prepared to lead a more socially just world.

Aligned Mission Statement [pending PPS School Board adoption]

The mission of Portland Public Schools is to provide robust, inclusive and joyful learning experiences that disrupt systemic inequities so that each student is prepared to lead a more socially just world.

Previous Mission Statement

Every student by name prepared for college, career and participation as an active community member, regardless of race, income or zip code.

Vision, Mission, Theory of Action

Vision

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Aligned Mission Statement [pending PPS School Board adoption]

The mission of Portland Public Schools is to provide robust, inclusive and joyful learning experiences that disrupt systemic inequities so that each student is prepared to lead a more socially just world.

Theory of Action

IF... We braid Racial Equity and Social Justice strategies into our instructional core, work with our students, teachers, and content, and build our organizational culture and capacity to create a strong foundation to support every student ...

THEN We will reimagine Portland Public Schools to ensure every student, especially our Black and Native American students, realize the vision of the Graduate Portrait

Strategic Plan Objectives: Student-Centered Indicators

- Black and Native students will narrow opportunity gaps in learning shown by increasing numbers of students prepared for 1st grade as measured by an appropriate set of early learning indicators.

Board Goals related to Narrowing the opportunity gaps for our Black and Native students

- By 3rd Grade, our Black and Native students will close opportunity gaps in reading by showing more growth than other subgroups as measured by the NWEA Measures of Academic Progress (MAP) assessments
- By 5th Grade, our Black and Native students will close opportunity gaps in math by showing more growth than other subgroups as measured by the NWEA Measures of Academic Progress (MAP) assessments
- By 8th Grade, our Black and Native students will narrow opportunity gaps in both reading and math by showing increasing numbers of students who meet or exceed proficiency in both English Language Arts and Mathematics as measured by Smarter Balanced Assessment Consortium (SBAC) assessments
- By graduation, our Black and Native students will close postsecondary opportunity gaps by showing greater increases of students, as compared to other subgroups, who meet at least one of the following postsecondary readiness indicators as stated in the current board goals

Strategic Plan Objectives: Student-Centered Indicators

- Students report increasing sense of belonging as measured by the Successful Schools Survey
- Students report learning is more engaging and relevant for their future
- Reduce disproportionate identification of students in Special Education, especially our Black, Native and English Learner students
- Reduce disproportionality in exclusionary discipline measures for our Black and Native students
- Students are able to self-assess growth on the Graduate Portrait, including an adapted Graduate Portrait for students with disabilities, using a developmentally appropriate continuum
- Growth in number of students on track for the Graduate Portrait milestones as expressed by the Graduate Portrait continuum
- Students report their learning experiences support their understanding and attainment of the Graduate Portrait

Strategic Plan Objectives: Other Indicators

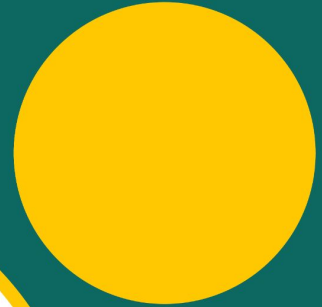
- Increase in number of educators of color who are hired and retained
- Increase in educators of color reporting feeling a sense of belonging
- Educators use the Educator Essentials to self-assess professional growth
- Data driven, continuous improvement practices evident at grade level, schools, departments and district as a whole
- Evidence that educators are aligning their work and professional learning to the Vision



Racial Equity & Social Justice

Strategic Outcomes

- Transform Structures for Racial Equity
- Cultivate a Culture of Racial Equity and Care
- Reimagine Relationships and a Sense of Belonging
- Plan the Center for Black Student Excellence
- Ensure Equitable Access to Facility Resources



Inclusive & Differentiated Learning for Every Child

Strategic Outcomes

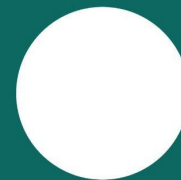
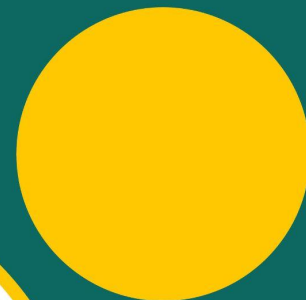


- Develop an Integrated Instructional Framework
- Design Learning Experiences that Promote Self-Directed, Future-Ready Learning
- Implement Multi-Tiered System of Supports
- Establish Systems and Structures for Inclusion
- Promote an Inclusive Mindset
- Build the Advocacy Power of Students and Families of Students with Disabilities

Professional Excellence & Support

Professional Excellence & Support

- Develop a Diverse, High-Quality, and Thriving Workforce
- Advance Our Organizational Learning Culture and Practice



Embracing Change

Strategic Outcomes

- Socialize Our Vision and Strategic Plan
- Build a Collective Sense of Trust and Belonging
- Establish a System-wide Project Management Culture and Practice
- Embed System-wide, Data-driven, Continuous Improvement Practices
- Establish Exceptional Service Culture and Standards
- Implement a Proactive, Effective and Creative Communication Practice
- Launch an Innovation Practice that Reimagines System Problem Solving
- Cultivate and Promote Aligned Community Partnerships

Discussion Questions & Feedback

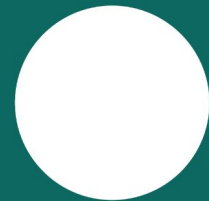


Will our overarching High Level Strategic Plan Objectives demonstrate our success for this strategic planning period?

Will this set of Strategic Outcomes move us toward the aspirations of our long term vision, *PPS reimagined*?

Next Steps

- Detailed action planning in collaboration with stakeholders
- Communication and socialization campaign
- Implementation!
- Monitoring, adjusting action plans, and reporting progress



RESOLUTION NO. 6323

Impose Taxes and Adoption of the 2021-22 Budget for School District No. 1J, Multnomah County, Oregon

RECITALS

- A. Oregon Local Budget Law, Oregon Revised Statute (ORS) 294.428 requires that each legal jurisdiction's Budget Committee approves a budget and specifies the *ad valorem* property tax amount or rate for all funds.
- B. The Board of Education (Board) serves as the Budget Committee for the school district. The Board appointed a Community Budget Review Committee (CBRC) to review the Proposed Budget and current year expenditures of the existing Local Option Levy. The CBRC acts in an advisory capacity to the Board.
- C. On May 11, 2021, the Board, acting in their capacity as the Budget Committee, received testimony and a report on the current year Local Option Levy expenditures and testimony and recommendations from the CBRC.
- D. On May 25, 2021, by way of Resolution No. 6317, and under the provisions of Oregon Local Budget Law (ORS Chapter 294), the Budget Committee for School District No. 1J, Multnomah County, Oregon ("District"), approved the 2021-22 budget and tax rates.
- E. Oregon Budget Law, ORS 294.431, requires submission of the budget document to the Tax Supervising Commission (TSCC) by May 15 of each year. ORS 294.431 allows taxing jurisdictions to request an extension of the submission date. Portland Public Schools ("PPS") applied for, and was granted an extension to this deadline, and submitted the PPS budget to TSCC as required.
- F. The TSCC held a public hearing on the Approved Budget on June 15, 2021.
- G. ORS 457.445 (6) (d) provides the opportunity for a school district to be excluded from urban renewal division of tax calculations with a statutory rate limit on July 1, 2003 that is greater than \$4.50 per \$1,000 of assessed value. To the extent that the rate limit was increased under section 11 (5) (d), Article XI of the Oregon Constitution, property tax revenue from said increase is excluded from local revenues. The District will notify the county assessors of the rate to be excluded for the current fiscal year no later than July 15.
- H. Portland Public Schools has a statutory rate limit that is in excess of the \$4.50 limitation that includes an increase under section 11 (5)(d), Article XI of the Oregon Constitution.

RESOLUTION

- 1. BE IT RESOLVED that the Board of Directors of School District 1J, Multnomah County, Oregon, hereby adopts the budget for fiscal year 2021-22, as summarized in Attachment A, in the total amount of \$2,058,410,000. This budget is on file at the District's Offices, located at 501 N Dixon St, Portland, Oregon 97227.
- 2. BE IT RESOLVED that the Board of Directors of School District 1J, Multnomah County, Oregon, hereby appropriates for the fiscal year beginning July 1, 2021, the amounts summarized by fund and function in Attachment A to this resolution for the fiscal year 2021-22.
- 3. The Board resolves that the District hereby imposes the taxes provided for in the adopted budget:
 - a. At the rate of \$5.2781 per \$1,000 of assessed value for operations;
 - b. At the rate of \$1.9900 per \$1,000 of assessed value for local option tax for operations;
 - c. In the amount of \$146,000,000 for exempt bonds.

And that these taxes are hereby imposed and categorized for tax year 2021-22 upon the assessed value of all taxable property within the district.

4. Taxes are hereby imposed and categorized for purposes of Article XI section 11 (b) for tax year 2021-22 upon the assessed value of all taxable property in the District, as follows:

	Education Limitation	Excluded from Limitation
Permanent Rate Tax Levy	\$5.2781/\$1,000 of assessed valuation	
Local Option Rate tax Levy	\$1.9900/\$1,000 of assessed valuation	
Bonded Debt Levy		\$146,000,000

5. The Board further resolves that \$0.5038 per \$1,000 of taxable assessed value is excluded from the division of tax calculations, as the Permanent Rate Tax Levy attributable to the increase provided in section 11 (5)(d). Article XI of the Oregon Constitution (such increase is a result of the expiring Gap Tax Levy). The District will notify the county assessors that for the 2021-22 fiscal year \$0.5038 of the District's permanent tax rate levy is to be excluded from the urban division of tax calculations under the provisions of ORS 457.445 (6) (d).

Attachment "A" to Resolution No. 6323

2021-22 Adopted Budget
(in thousands)

Schedule of Appropriations and Other Balances

	Proposed		Approved	Adopted
	Original	Adjustment		
100 - General Funds				
1000 - INSTRUCTION	385,422	1,200	386,622	386,622
2000 - SUPPORT SERVICES	324,026	4,066	328,092	328,092
3000 - ENTERPRISE AND COMMUNITY SVCS	2,394	600	2,994	2,994
5100 - DEBT SERVICE	1,223	0	1,223	1,223
5200 - TRANSFERS OF FUNDS	1,136	0	1,136	1,136
6000 - CONTINGENCIES	47,500	4,396	51,896	51,896
Fund Total	761,701	10,262	771,963	771,963
200 - Special Revenue Funds				
1000 - INSTRUCTION	126,031	(4,687)	121,344	121,344
2000 - SUPPORT SERVICES	86,530	4,544	91,074	91,074
3000 - ENTERPRISE AND COMMUNITY SVCS	43,673	10,380	54,053	54,053
4000 - FACILITIES ACQUISITION AND CON	69	0	69	69
6000 - CONTINGENCIES	4,912	(9)	4,903	4,903
7000 - UNAPPROPRIATED FUND BALANCE	25,030	6,688	31,718	31,718
Fund Total	286,245	16,916	303,161	303,161
300 - Debt Service Funds				
5100 - DEBT SERVICE	200,309	0	200,309	200,309
7000 - UNAPPROPRIATED FUND BALANCE	10,654	0	10,654	10,654
Fund Total	210,963	0	210,963	210,963
400 - Capital Project Funds				
1000 - INSTRUCTION	0	0	0	0
2000 - SUPPORT SERVICES	660	1,653	2,313	2,313
4000 - FACILITIES ACQUISITION AND CON	438,057	(40)	438,017	438,017
5200 - TRANSFERS OF FUNDS	618	0	618	618
7000 - UNAPPROPRIATED FUND BALANCE	323,270	(460)	322,810	322,810
Fund Total	762,605	1,153	763,758	763,758
600 - Internal Service Funds				
2000 - SUPPORT SERVICES	3,778	0	3,778	3,778
6000 - CONTINGENCIES	4,774	13	4,787	4,787
Fund Total	8,552	13	8,565	8,565
All Funds				
All Funds Total	2,030,066	28,344	2,058,410	2,058,410

Attachment "A" to Resolution No. 6323

2021-22 Adopted Budget
(in thousands)

Schedule of Appropriations and Other Balances

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Fund Total	8,552	13	8,565	8,565
All Funds				
All Funds Total	2,030,066	28,344	2,058,410	2,058,410

FY2021-22 Budget Questions

FY 2021-22 Budget

6/4/2021

Question #	Question	Response
1	<p>I believe the Board presentation mentioned additional investments in custodial staff. Can you please let me know how much additional funding is being invested and how many additional FTE will be hired?</p> <p>If the information is available I would be interested in a historical analysis of custodian FTE. I was recently told that in the early 2000s PPS had 445 FTE custodians. How does that compare to today? Is the space being cleaned relatively consistent or has it increased or decreased?</p> <p>Finally, are there metrics that the district uses to gauge the appropriate level of custodians, for instance square footage/custodian? Are there national metrics available, and if so where does PPS rank?</p> <p>Thank you!</p>	<p>The 2020/21 FY budget includes 341.25 FTE for custodians (312 full time and 40 part time positions). The proposed 2021/22 FY budget increases the FTE by 37; 7.0 to account for additional facilities that will be maintained by Facilities Operations next year; most notably the new Kellogg MS, and two spaces being vacated by long term tenants and replaced with PPS programs (Kenton and Terwilliger) and additional 30 FTEs for district wide support.</p> <p>Unfortunately accurate FTE data from the 1990's and early 2000's is not readily available electronically. Maintenance & Operations has looked for specific data (and continues to do so) and estimates FTE in the early 2000's was approximately 450 FTE. It's worth noting PPS outsourced all custodial staff for a period of time in the early 2000s and have been consistently adding custodial FTE since returning to an in-house model. As a more recent comparable, custodial FTE in FY2016/17 was 298.50 FTE for custodians (255 full time and 60 part time positions).</p> <p>Also worth noting is that Maintenance & Operations is currently creating a number of tools/standards that will assist routine maintenance and capital planning in years to come, including the development of a Facilities & Operations Maintenance Plan. Staff are currently working with a 3rd party consultant to create this Plan that, among other uses, will analyse PPS's level of service against Association of Physical Plant Administrators (APPA) Facility Performance Index and provide details on staffing and resource needs. The APPA is recognized industry expert for custodial and maintenance standards. The APPA identifies 5 levels of services for custodial operations; 1 being the highest and 5 being the lowest. Several variables go into this calculation that require analysis and professional judgment (including size and types of spaces, regular duties of custodians, amount of absenteeism, etc). Specific details will be available when the Plan is complete later this year, however initial estimates place current custodial funding levels between level 3 and 4.</p>

2	<p>I'm interested in the total level of operations and maintenance (O&M) funding in the FY 2021-22 budget. This is not a straightforward issue to analyze and I recognize we may not have this readily available. What I would like to get at is whether or not we are investing adequate O&M to at least maintain our assets in their current condition (if not improve them). This is particularly important given the billions of bond dollars that have been and will be invested in new infrastructure. I want to make sure, at a minimum, that we are investing enough in those facilities to prevent the deterioration of those assets.</p> <p>If not (and I'm pretty sure we're not) can we estimate the amount that should be spent on O&M and the delta from where we are currently?</p> <p>Thanks!</p>	<p>As noted above in question #1, this specific question is being analyzing right now via the development of the Facilities & Operations Maintenance Plan, which also dovetails with the Facilities Condition Assessment (completed in 2020), Long Range Facilities Plan (being update in 2021) and the 5-Year Capital Plan (to be completed in 2021).</p> <p>The APPA's Facility Performance Index (APPA FPI) survey provides information regarding maintenance budgets for Educational Facilities in the industry. APPA FPIs survey results provide a cost per square foot being spent on maintenance. This information provides a general guideline for what other facilities groups have spent. The survey indicates the average maintenance cost per square foot, industry wide, for FY 2019/2020 was \$1.57 per square foot, equivalent to \$14.64 million for PPS. For FY 2019/2020 the PPS Maintenance budget was \$12.76 million or \$1.37 per square foot. An annual increase of \$1,883,172 is necessary to align the PPS Maintenance budget to current industry standards for our approximately 9 million square feet.</p> <p>$\\$1.57 \times 9,327,318.52 \text{ sq ft} = \\$14,643,890$ PPS Budget \$12,760,718 / 9,327,318.52 = \$1.37 per sq ft (APPA Standards FY 2019/2020)</p> <p>The Facilities & Operations Master Plan document that will provide far greater detail and context relating to these numbers and standards and will be an essential planning tool going forward.</p>
4	<p>(Dr. Brown) Could you provide a list of schools sorted by \$ per student? We have the sort by direct meal certification but that's a little different than ranked order by spending.</p>	<p>Here is the list of schools sorted by spending.</p> <p>https://drive.google.com/file/d/1tRNDUT86II5fQYZWUDlweZbq0In_SOgn/view?usp=sharing</p>
5	<p>Can you provide a written explanation for Fund 308, the PERS UAL Fund? Where it came from, what's its purpose, what are our plans for it. Are we spending any of it? What if any are the restrictions? Do we need this over the coming decade to minimize the impact of rising PERS rates?</p>	<p>Fund 308 is the Debt Service fund used to make PERS bond payments. The district has issued bonds three times since 2002, and this fund is specifically for making annual principal and interest payments for these bonds.</p> <p>PPS borrows by issuing bonds at low interest rates and sends the proceeds to PERS to be invested; if earnings exceed the borrowing rate, PPS saves. PPS has saved \$283 million on PERS costs since the first bond issuance in 2002. PERS bond funds are deposited into Side Accounts and invested with the rest of the PERS fund. Earnings/losses are credited directly to the PPS Side Account. Side Accounts are drawn down and provide 'rate credit' over 20 years.</p> <p>PERS bond payments are expensed as a percentage of payroll costs and accumulate in Fund 308 and the bond payments are issued from the fund. We expense through payroll processing what is needed for the debt annually, and will need the fund for the duration of the bonded debt payments.</p>
6	<p>What percentage of the General Fund budget (not counting special revenues) is allocated to personnel?</p>	<p>77% of the general fund revenue is dedicated to personnel (salary and additional payroll costs)</p>
7	<p>What were our actual property tax and local option revenue collection for the 20/21 school year? And what was the budgeted amount?</p>	<p>General Fund: <u>Actual Property Tax</u> collected for FY2020-21(as of March Close) is \$248,740,717. This is approximately 97% of budget collected; we will see the rest collected over the course of the final three months of the year, most of which will post in June. We are currently projecting \$259,777,668 based on weighted average rate over the past 7 years of Actuals. This means we are expecting \$4,975,570 more than <u>Budgeted amount for Property Tax</u> of \$254,802,098. <u>Actual Local Option Tax</u> collected is \$98,552,380, which also is about 97% of budget collected. We project \$102,839,770 in actuals, which is \$941,776 more than the <u>Budgeted amount</u> of \$101,897,994. Please refer to the tab labeled "FY21 Tax B2A" for details.</p>

8	Given that the budget has not carried forward 20/21 enrollment loss numbers (due to COVID) do we anticipate making October adjustments if we see significant enrollment deviations in schools, or is 21/22 a "hold harmless year" for enrollment?	As schools open in the fall, we will review class sizes across the district. We will compare actual enrollment to enrollment projections and determine how much revenue we will receive in comparison to resources being spent. The district will manage the budget and enrollment using multiple strategies to balance class size including the possibility of adding or transferring teachers depending on the overall financial implications. There will also be the possibility to use federal funds as needed.
9	In the ppt, Debt Service Funds are separated out and defined as including ad valorem taxes + other levies. But local property taxes, the Local Option Levy, arts tax, and MESD are included under General Fund. What other ad valorem taxes are there?	The taxes for our General Obligation Bonds that support our school modernization, health and safety improvements, HVAC and roof replacements, curriculum, technology, and other capital bond projects are collected and paid in the Debt Service Funds.
10	What are the implications for PPS if the SSF is adopted at the proposed \$9.1B level?	The proposed budget is based on receiving a \$9.3B funding level for the State School Fund. If the funding level comes in lower, we will need to use ESSER funding or delay some investments. For the longer term, lower funding levels for general fund will make it more difficult to maintain the level of service needed to educate students. The good news is there is more and more support for the \$9.3B funding at the state legislature.
11	Does the \$58M for technology infrastructure include investments toward redressing the issues in the security and enterprise infrastructure that were identified in previous years?	Yes, the Bond does address the technical debt the district has been struggling with for many years. This includes wireless coverage across all schools, refreshing existing wireless infrastructure, replacing old and end of life switching infrastructure. All of the technology infrastructure immediate needs are addressed with Bond funds. These funds will also cover the purchase of critical security tools, appliances, and software to enable us to enact our Cybersecurity/Cybersafety roadmap.
12	Why is per person funding at Rigler decrease when many comparable schools did not receive a decrease.	<p>Their enrollment has decreased from being projected to have 294 students enrolled in 2020-21 to being projected to have only 268 students in 2021-22. Enrollment projections drive revenue and in general this often accounts for a reduction in FTE/funds.</p> <p>The second more specific reason is that we staff elementary schools based on sections per grade level. At Rigler, the loss in enrollment has meant that they do not have enough students at certain grade levels to fund the same number of teachers from year to year. In Kindergarten at CSI schools, a homeroom teacher is generated for every 24 students. For 2020-21, they were projected to have over 48 Kindergarten students and therefore were staffed with three Kindergarten teachers. Each Kindergarten class at CSI schools is also staffed with a full-time educational assistant. For 2021-22, they are projected to have 48 students and therefore will only be staffed with two teachers. The loss of one Kindergarten homeroom teacher also means the loss of one educational assistant. A similar thing is happening in 1st grade where teachers are assigned for every 26 students resulting in the loss of another teacher for the 2021-22 school year.</p>
13	What would it take to increase all employees below \$15/hr to \$15/hr min wage? If it is easy to also share, what would the salary compression impact be?	There is one set of part-time employees who have not reached \$15/hr as a starting wage. This cost estimate to increase to \$15/hr would be \$150,000. We have not calculated the compression impact as this would need to be bargained.
14	What are the \$3 million worth of reductions made in General Fund?	The proposed \$3M in reductions are approximately split as follows: a) \$1M vacant roles in business/operations (IT, Maintenance & Ops) b) \$250K in professional development, b) \$1.7M central office non-personnel: contract savings, supplies and materials

15	Assuming the SSF at \$9.3B, the PPS budget projects a shortfall of \$19M. What would the shortfall be if the SSF remains at the proposed level of \$9.1B? What cuts would be required to accommodate the increased shortfall?	For each \$100 million of funding that is reduced, there would need to be an approximate \$3.5million reduction in PPS' general fund, specifically the state school fund budget line. Therefore, a change from \$9.3B to \$9.1B would be a reduction between \$7 and \$8 million. However, because our goal is to mitigate disruption and promote as much stability for the upcoming year, we would need to redirect Covid federal relief funds to cover for the shortfall.
16	Is it possible to see an additional breakdown of Title funds and other key special revenue funds similar to how the general fund information is displayed?	For additional insight, we have prepared a report that sheds light on three key funds, M98, SIA and Title (in a format similar to page 88 of the budget book). You can access the report here .
17	Does the budget proposal assume full funding of the Coach to Classroom pipeline project?	Yes



PORTLAND PUBLIC SCHOOLS

Chief Financial Officer

Nolberto Delgadillo

501 North Dixon Street / Portland, OR 97227

Telephone: (503) 916-3115

Mailing Address: P. O. Box 3107 / 97208-3107

Date: June 15, 2021
To: School Board
From: Nolberto Delgadillo, Chief Financial Officer
Subject: Resolution to Amend the current 2020-21 Budget

BACKGROUND

During the course of the year there are occasions and circumstances that require an entity to update their budget. This is a common and a routine best practice to ensure that proper spending levels are maintained in accordance with what has transpired throughout the school year. Oregon Local Budget Law allows budget changes after adoption under prescribed guidelines and for Portland Public Schools (PPS) there were additional resources.

In the 2020-21 fiscal year PPS received additional resources that were either not originally included in the budget or the requirements at the State level and the planning at the District level was not fully completed, these include Elementary and Secondary School Emergency Relief (ESSER) Funds and Summer School Learning grants. The resources all have varying uses and as they have become available the district has made adjustments to align the resources best suited to support the planned strategic investments and new needs related to Comprehensive Distance Learning (CDL), Limited In Person Instruction (LIPI) and Hybrid. The proposed amendment will align the appropriation levels across funds with the current spending guidelines as well as recognize additional resources that have become available.

General Fund Adjustments Include:

Resource Changes:

No Changes

Expenditure Changes:

General Fund expenditure changes include appropriation adjustments between Support Services and Enterprise and Community Services. These adjustments align the spending plan for the General Fund Student Investment Account (SIA) investments within our Racial Equity and Social Justice department that provide services that improve academic success for students of color.

Special Revenue Fund Adjustments Include:

Resource Changes:

Summer School Learning (SSL) grant allocation has been released and the portion anticipated to spend before June 30, 2021 is included.

Expenditure Changes:

Special Revenue Fund changes include SSL grant expenditure appropriation to allow for spending that will occur before June 30, 2021. Other expenditures changes include appropriations adjustments for ESSER and SIA to support the updated investment plan, such as possible support needs for Nutrition Services and movement of grants between sub funds to align with updated reporting guidelines.

Debt Service Fund Adjustments Include:

Resource Changes:

There is a small adjustment due to rounding to account for revenue within the Debt Service Fund.

Expenditure Changes:

Appropriation adjustment to expenditures to account for the rounding in the Debt Service Fund.

Capital Projects Fund:

Resource Changes:

No Changes.

Expenditure Changes:

Appropriation adjustment to move curriculum from Instruction to Facilities Acquisition and Construction and align spending in Support Services to support the Long Range Facilities planning.

RELATED POLICIES/BEST PRACTICES

Oregon Local Budget Law, Oregon Revised Statutes (ORS) 294.305 to ORS 294.565, allows budget changes after adoption under prescribed guidelines.

ANALYSIS OF SITUATION

Should the Board choose not to pass this resolution, appropriations would not be reconciled for SIA and ESSER initiatives and the new Summer Learning Grants would not be included in the spending appropriations for 2020-21.

FISCAL IMPACT

No further impacts beyond that which have been outlined above.

COMMUNITY ENGAGEMENT (IF APPLICABLE)

N/A

TIMELINE FOR IMPLEMENTATION / EVALUATION

Staff will perform appropriate budget transfers before the end of the current fiscal year, June 30, 2021.

BOARD OPTIONS WITH ANALYSIS

The Board may choose to pass or not pass the proposed budget amendment resolution. If passed, the current spending plan will continue through June 30, 2021.

The consequences of non-passage would mean appropriations would not be available for anticipated expenditures to support summer learning and current spending would most likely result in ending the year out of compliance with Oregon Local Budget Law, which would result in audit findings.

CONNECTION TO BOARD GOALS

The proposed Amendment allocates resources that will support our students, staff, and community, through the Racial Equity and Social Justice lens, theory of action, Board goals, and system shifts outlined in the District's strategic plan.

STAFF RECOMMENDATION

Staff recommends that the Board pass the proposed resolution to amend the 2020-21 Budget to allow new investments into the summer learning programs and continued investments into the strategic initiatives, staff supports and COVID related needs.

As a member of the PPS Executive Leadership Team, I have reviewed this staff report.

CH (Initials)

ATTACHMENTS

- A. Resolution to Amend the 2020-21 Budget
- B. Attachment "A" Summary of Amendments to 2020-21 Budget - Amendment #2

Attachment "A"

Portland Public Schools
Summary of Amendments to 2020-21 Adopted Budget
Amendment #2
June 15, 2021
(in thousands)

		Current Budget	Adjustment	Amended Budget
100 - General Funds				
Resources				
	Beginning Fund Balance	\$ 64,474	-	\$ 64,474
	Local Property and Other Taxes	277,706	-	277,706
	Local Option Taxes	100,366	-	100,366
	Other Local Sources	18,395	-	18,395
	County and Intermediate Souces	14,027	-	14,027
	State School Fund	267,735	-	267,735
	State Common School Fund	4,744	-	4,744
	Federal and State Support	0	-	0
	Interfund Transfers	0	-	0
	Other	50	-	50
	Total	\$ 747,497	\$ -	\$ 747,497
Requirements				
	Instruction	386,097	-	386,097
	Support Services	317,406	-4,000	313,406
	Enterprise and Community Svcs	1,814	4,000	5,814
	Transfers of Funds	1,234	-	1,234
	Contingency	40,946	-	40,946
	Total	747,497	-	747,497
200 - Special Revenue Funds				
Resources				
	Beginning Fund Balance	36,735	-	36,735
	Property and Other Taxes	305	-	305
	Other Revenue from Local Sources	22,809	452	23,261
	Intermediate Sources	144	-	144
	State Sources	46,229	8,171	54,400
	Federal Sources	77,439	2,951	80,390
	Interfund Transfers	100	660	760
	All Other Resources	34	-	34
	Total	183,795	12,234	196,029
Requirements				
	Instruction	72,711	3,904	76,615
	Support Services	58,568	5,421	63,989
	Enterprise and Community Svcs	23,861	2,229	26,090
	Facilities Acquisition and Construction	14	20	34
	Transfers of Funds	-	660	660
	Unappropriated Ending Fund Balance	28,641	-	28,641
	Total	183,795	12,234	196,029

Portland Public Schools
Summary of Amendments to 2020-21 Adopted Budget
Amendment #2
June 15, 2021
(in thousands)

		Current Budget	Adjustment	Amended Budget
300 - Debt Service Funds				
Resources				
	Beginning Fund Balance	14,250	-	14,250
	Property and Other Taxes	128,923	-	128,923
	Other Revenue from Local Sources	56,693	1	56,694
	Federal Sources	54	-	54
	Interfund Transfers	1,751	-	1,751
	All Other Resources	0	-	0
	Total	201,672	1	201,673
Requirements				
	Debt Service	191,444	1	191,445
	Unappropriated Ending Fund Balance	10,228	-	10,228
	Total	201,672	1	201,673
400 - Capital Projects Funds				
Resources				
	Beginning Fund Balance	577,819	-	577,819
	Other Revenue from Local Sources	12,766	-	12,766
	Intermediate Sources	0	-	0
	State Sources	3,500	-	3,500
	Interfund Transfers	0	-	0
	All Other Resources	1,000,000	-	1,000,000
	Total	1,594,085	-	1,594,085
Requirements				
	Instruction	29,644	-29,644	0
	Support Services	59,952	490	60,442
	Facilities Acquisition and Construction	1,331,591	29,154	1,360,745
	Transfers of Funds	617	-	617
	Contingency	0	-	0
	Unappropriated Ending Fund Balance	172,282	-	172,282
	Total	1,594,085	-	1,594,085
600 - Internal Service Funds				
Resources				
	Beginning Fund Balance	6,186	-	6,186
	Other Revenue from Local Sources	2,155	-	2,155
	State Sources	192	-	192
	Total	8,532	-	8,532
Requirements				
	Support Services	3,762	-	3,762
	Contingency	4,769	-	4,769
	Unappropriated Ending Fund Balance	0	-	0
	Total	8,532	-	8,532
All Funds Total		2,735,581	12,235	2,747,816

Portland Public Schools
Summary of Amendments to 2020-21 Adopted Budget

Amendment #2

June 15, 2021

(in thousands)

Resources	<u>General Funds (100)</u>	<u>Special Revenue Funds (200)</u>	<u>All Other Funds</u>	<u>Total Funds</u>
	\$ 747,497	\$ 183,795	\$ 1,804,289	\$ 2,735,581
Adjustments:				
1. Increase in Special Revenue Fund Local Sources to align with end of year projections for new grants.		452		452
2. Increase in Special Revenue Fund State Resources to recognize new Summer School Grant and align with end of year projections.		8,171		8,171
3. Increase Special Revenue Fund Federal Resources to recognize additional ESSER funds and align with end of year projections.		2,951		2,951
4. Increase in Special Revenue Fund Interfund transfer to move resources between sub funds to align with updated guidelines on grant reporting.		660		660
5. Increase in Debt Service Services provided other funds to adjust for rounding.			1	
Total Resource Changes	<u>0</u>	<u>12,234</u>	<u>1</u>	<u>12,235</u>
Recommended Amended Resource Budget	<u>\$ 747,497</u>	<u>\$ 196,029</u>	<u>\$ 1,804,290</u>	<u>\$ 2,747,816</u>

Portland Public Schools
Summary of Amendments to 2020-21 Adopted Budget

Amendment #2

June 15, 2021

(in thousands)

Requirements	General Funds (100)	Special Revenue Funds (200)	All Other Funds	Total Funds
	\$ 747,497	\$ 183,795	\$ 1,804,289	\$ 2,735,581
Adjustments:	Function			
1. Decrease in General Fund Support Services to align investments within our Racial Equity and Social Justice department to provide wrap around supports to our students and families.	2000	-4,000		-4,000
2. Increase in General Fund Enterprise and Community Services to align investments within our Racial Equity and Social Justice department to provide wrap around services to our students and families.	3000	4,000		4,000
3. Increase in Special Revenue Fund Instruction to align with the planned strategic investments and spending plan through June 30, 2021 related to the Student Investment Account (SIA), ESSER I and new expenditures related to ESSER II and the Summer Learning Grant.	1000		3,904	3,904
4. Increase in Special Revenue Fund Support Services to align with the planned strategic investments and spending plan through June 30, 2021 related to the Student Investment Account (SIA), ESSER I and new expenditures related to ESSER II and the Summer Learning Grant.	2000		5,421	5,421
5. Increase in Special Revenue Fund Enterprise and Community Services to align with the planned strategic investments and spending plan through June 30, 2021 related to the Student Investment Account (SIA), ESSER I and new expenditures related to ESSER II and the Summer Learning Grant.	3000		2,229	2,229
6. Increase in Special Revenue Fund Facilities Acquisition and Construction to align appropriation with new grants received for facility related work.	4000		20	20
7. Increase in Special Revenue Fund Transfer of Funds to align appropriations with updated guidance on grant expenditure reporting.	5000		660	660
8. Increase in Debt Service Fund Debt service appropriation to adjust rounding.	5000			1
9. Decrease in Capital Fund Instruction to align budget appropriations for curriculum to updated guidance for reporting.	1000		-29,644	-29,644
10. Increase in Capital Fund Support Services to align appropriation in support of planned investment in a Long Term Capital Improvement plan.	2000		490	490
11. Increase in Capital Fund Capital Outlay to align budget appropriations for curriculum from Instruction Services in alignment with updated guidance for reporting.	4000		29,154	29,154
Total Requirement Changes	<u>0</u>	<u>12,234</u>	<u>1</u>	<u>12,235</u>
Recommended Amended Requirement Budget	\$ 747,497	\$ 196,029	\$ 1,804,290	\$ 2,747,816

RESOLUTION No. 6324

Amendment No. 2 to the Fiscal Year 2020-21 Budget for School District No. 1J, Multnomah County, Oregon

RECITALS

- A. On June 23, 2020, the Board of Education (“Board”), by way of Resolution No. 6135, voted to adopt an annual budget for the Fiscal Year 2020-21 as required under Local Budget Law; and
- B. Board Policy 8.10.030-AD, “Budget Reallocations - Post Budget Adoption,” establishes the guidelines to ensure consistent and detailed communication on fiscal issues between the Superintendent and the Board; and
- C. Oregon Local Budget Law, ORS 294.471, allows budget changes after adoption under prescribed guidelines.
- D. On September 22, 2020 by way of resolution No. 6178, the Board voted to amend the annual budget for the 2020-21 fiscal year.
 - a. Amendment No. 1 included the following components:
 - i. \$17.843 million General Fund - Balance Reconciliation increase
 - 1. Updated the budget to recognize the increase in the beginning fund balance for the General Fund and increased appropriations to both Instruction and Support Services to support staffing and programming moved from Student Investment Account (SIA) grant funding to the General Fund.
 - 2. Increased appropriation to support expenditures related to COVID re-entry requirements for both the Comprehensive Distance Learning and Hybrid education models; and
 - ii. -\$8.039 million Special Revenue Fund - Balance Reconciliation decrease
 - 1. The District recognizes the decrease in Special Revenue Fund resources and proposes to reduce appropriations to Instruction for staffing and programming moving from SIA grant funding to General Fund.
 - 2. Appropriation adjustments were also made to support expenditures related to COVID response including Federal Emergency Management Agency (FEMA), Elementary and Secondary School Emergency Relief Fund (ESSER I), and Comprehensive Distance Learning (CDL).
- E. This Amendment No. 2 revises appropriation and recognizes new resources for the Summer School Learning grants. Changes in appropriation levels are summarized in Attachment A to this resolution.
 - a. Amendment No. 2 includes the following major components:
 - i. General Fund - Appropriation adjustments
 - 1. Adjust appropriation levels to more accurately reflect updated spending guidance and timelines from the State.
 - ii. \$12.234 million Special Revenue Fund - New resources
 - 1. Recognize new resources and spending for Summer Learning Grants and ESSER II.
 - 2. Adjust appropriation levels to more accurately reflect updated spending related to ESSER I, SIA and FEMA.
 - iii. \$0.001 million Debt Service - Appropriation adjustment
 - 1. Adjust appropriation level to account for rounding.
 - iv. Capital Projects Funds - Appropriation adjustments
 - 1. Adjust appropriation levels to move curriculum investments from Instruction to Facilities Acquisitions and Construction and Support Services to reflect updated spending and guidance.

- F. This resolution is to enable the Board to approve an Amendment to the annual budget for the Fiscal Year 2020-21, and is allowed under ORS 294.471(a) (b) (c) (d) & (h) which state that the budget may be amended at a regular meeting of the governing body.
- G. The Superintendent recommends approval of this resolution.

RESOLUTION

BE IT RESOLVED that the Board of Directors of Portland Public Schools, hereby amends budgeted expenditure appropriation levels as summarized by Fund and Appropriation Level in Attachment A for the fiscal year beginning July 1, 2020.

Attachment "A"

Portland Public Schools
Summary of Amendments to 2020-21 Adopted Budget
Amendment #2
June 15, 2021
(in thousands)

		Current Budget	Adjustment	Amended Budget
100 - General Funds				
Resources				
	Beginning Fund Balance	\$ 64,474	-	\$ 64,474
	Local Property and Other Taxes	277,706	-	277,706
	Local Option Taxes	100,366	-	100,366
	Other Local Sources	18,395	-	18,395
	County and Intermediate Souces	14,027	-	14,027
	State School Fund	267,735	-	267,735
	State Common School Fund	4,744	-	4,744
	Federal and State Support	0	-	0
	Interfund Transfers	0	-	0
	Other	50	-	50
	Total	\$ 747,497	\$ -	\$ 747,497
Requirements				
	Instruction	386,097	-	386,097
	Support Services	317,406	-4,000	313,406
	Enterprise and Community Svcs	1,814	4,000	5,814
	Transfers of Funds	1,234	-	1,234
	Contingency	40,946	-	40,946
	Total	747,497	-	747,497
200 - Special Revenue Funds				
Resources				
	Beginning Fund Balance	36,735	-	36,735
	Property and Other Taxes	305	-	305
	Other Revenue from Local Sources	22,809	452	23,261
	Intermediate Sources	144	-	144
	State Sources	46,229	8,171	54,400
	Federal Sources	77,439	2,951	80,390
	Interfund Transfers	100	660	760
	All Other Resources	34	-	34
	Total	183,795	12,234	196,029
Requirements				
	Instruction	72,711	3,904	76,615
	Support Services	58,568	5,421	63,989
	Enterprise and Community Svcs	23,861	2,229	26,090
	Facilities Acquisition and Construction	14	20	34
	Transfers of Funds	-	660	660
	Unappropriated Ending Fund Balance	28,641	-	28,641
	Total	183,795	12,234	196,029

Portland Public Schools
Summary of Amendments to 2020-21 Adopted Budget

Amendment #2

June 15, 2021

(in thousands)

	Current Budget	Adjustment	Amended Budget
300 - Debt Service Funds			
Resources			
Beginning Fund Balance	14,250	-	14,250
Property and Other Taxes	128,923	-	128,923
Other Revenue from Local Sources	56,693	1	56,694
Federal Sources	54	-	54
Interfund Transfers	1,751	-	1,751
All Other Resources	0	-	0
Total	201,672	1	201,673
Requirements			
Debt Service	191,444	1	191,445
Unappropriated Ending Fund Balance	10,228	-	10,228
Total	201,672	1	201,673
400 - Capital Projects Funds			
Resources			
Beginning Fund Balance	577,819	-	577,819
Other Revenue from Local Sources	12,766	-	12,766
Intermediate Sources	0	-	0
State Sources	3,500	-	3,500
Interfund Transfers	0	-	0
All Other Resources	1,000,000	-	1,000,000
Total	1,594,085	-	1,594,085
Requirements			
Instruction	29,644	-29,644	0
Support Services	59,952	490	60,442
Facilities Acquisition and Construction	1,331,591	29,154	1,360,745
Transfers of Funds	617	-	617
Contingency	0	-	0
Unappropriated Ending Fund Balance	172,282	-	172,282
Total	1,594,085	-	1,594,085
600 - Internal Service Funds			
Resources			
Beginning Fund Balance	6,186	-	6,186
Other Revenue from Local Sources	2,155	-	2,155
State Sources	192	-	192
Total	8,532	-	8,532
Requirements			
Support Services	3,762	-	3,762
Contingency	4,769	-	4,769
Unappropriated Ending Fund Balance	0	-	0
Total	8,532	-	8,532
All Funds Total	2,735,581	12,235	2,747,816

Portland Public Schools
Summary of Amendments to 2020-21 Adopted Budget

Amendment #2

June 15, 2021

(in thousands)

Resources	<u>General Funds (100)</u>	<u>Special Revenue Funds (200)</u>	<u>All Other Funds</u>	<u>Total Funds</u>
	\$ 747,497	\$ 183,795	\$ 1,804,289	\$ 2,735,581
Adjustments:				
1. Increase in Special Revenue Fund Local Sources to align with end of year projections for new grants.		452		452
2. Increase in Special Revenue Fund State Resources to recognize new Summer School Grant and align with end of year projections.		8,171		8,171
3. Increase Special Revenue Fund Federal Resources to recognize additional ESSER funds and align with end of year projections.		2,951		2,951
4. Increase in Special Revenue Fund Interfund transfer to move resources between sub funds to align with updated guidelines on grant reporting.		660		660
5. Increase in Debt Service Services provided other funds to adjust for rounding.			1	
Total Resource Changes	0	12,234	1	12,235
Recommended Amended Resource Budget	<u>\$ 747,497</u>	<u>\$ 196,029</u>	<u>\$ 1,804,290</u>	<u>\$ 2,747,816</u>

Portland Public Schools
Summary of Amendments to 2020-21 Adopted Budget

Amendment #2

June 15, 2021

(in thousands)

Requirements	General Funds (100)	Special Revenue Funds (200)	All Other Funds	Total Funds
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Adjustments:	Function			
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2. Increase in General Fund Enterprise and Community Services to align investments within our Racial Equity and Social Justice department to provide wrap around services to our students and families.	3000	4,000		4,000
3. Increase in Special Revenue Fund Instruction to align with the planned strategic investments and spending plan through June 30, 2021 related to the Student Investment Account (SIA), ESSER I and new expenditures related to ESSER II and the Summer Learning Grant.	1000		3,904	3,904
4. Increase in Special Revenue Fund Support Services to align with the planned strategic investments and spending plan through June 30, 2021 related to the Student Investment Account (SIA), ESSER I and new expenditures related to ESSER II and the Summer Learning Grant.	2000		5,421	5,421
5. Increase in Special Revenue Fund Enterprise and Community Services to align with the planned strategic investments and spending plan through June 30, 2021 related to the Student Investment Account (SIA), ESSER I and new expenditures related to ESSER II and the Summer Learning Grant.	3000		2,229	2,229
6. Increase in Special Revenue Fund Facilities Acquisition and Construction to align appropriation with new grants received for facility related work.	4000		20	20
7. Increase in Special Revenue Fund Transfer of Funds to align appropriations with updated guidance on grant expenditure reporting.	5000		660	660
8. Increase in Debt Service Fund Debt service appropriation to adjust rounding.	5000			1
9. Decrease in Capital Fund Instruction to align budget appropriations for curriculum to updated guidance for reporting.	1000		-29,644	-29,644
10. Increase in Capital Fund Support Services to align appropriation in support of planned investment in a Long Term Capital Improvement plan.	2000		490	490
11. Increase in Capital Fund Capital Outlay to align budget appropriations for curriculum from Instruction Services in alignment with updated guidance for reporting.	4000		29,154	29,154
Total Requirement Changes	<u>0</u>	<u>12,234</u>	<u>1</u>	<u>12,235</u>
Recommended Amended Requirement Budget	\$ 747,497	\$ 196,029	\$ 1,804,290	\$ 2,747,816

RESOLUTION No. 6325

Superintendent's Performance Appraisal 2020-21

RECITALS

- A. In September of 2020, the Board of Education adopted an evaluation tool that acknowledges the complexity of the role of the Superintendent and establishes performance expectations for the Superintendent of Portland Public Schools.
- B. Given the pandemic and the unprecedented changes in education, the quantitative evaluation metrics for the Student Performance Goals were suspended for the 2020-2021 school year. These goals will be renewed for the 2021-22 school year with targets calibrated to new baseline data.
- C. The evaluation framework for 2020-21 is aligned to core standards identified by the Oregon School Boards Association and the Coalition of School Administrators.
- D. The Board has reviewed the Superintendent's performance in light of the performance standards and the progress of the District, and has reviewed this evaluation with the Superintendent.

RESOLUTION

The Board hereby adopts the 2020-21 Superintendent performance appraisal, a copy of which is on file in the District office.

RESOLUTION No. 6326

Resolution to Approve the Amendments to the Complaint Policy 4.50.032-P

RECITALS

- A. In 2014 the Board of Education adopted a policy for formal public complaints for addressing student and family complaints. The policy is revised to provide greater clarity for complainants and staff in the process, and how the District can support complainants through the process to improve the experience.
- B. On August 24, 2020; September 14, 2020; October 5, 2020; October 26, 2020; November 16, 2020; January 25, 2021; February 17, 2021; March 8, 2021; April 26, 2021; and May 10, 2021, the Board Policy Committee discussed changes to the policy and reviewed a formal complaint process survey summary.
- C. On May 10, 2021, the Policy Committee reviewed the revisions to the policy and recommended that the policy be forwarded to the full Board for adoption.
- D. On May 25, 2021, the Board held a first reading of the proposed policy, and it was posted on the Board website for public comment. There has been no public comment on the proposed policy.

RESOLUTION

1. The Board of Education hereby approves the Complaint Policy 4.50.032-P.



**PORTLAND PUBLIC SCHOOLS
OFFICE OF General Counsel**

501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-3274

Date: May 24, 2021 **REVISED**

To: School Board

From: Liz Large, Contracted General Counsel
Mary Kane, Senior Legal Counsel

Subject: Staff Analysis Report to the Board- Policy Revision

Policy # and Name: 4.50.032-P Complaint Policy

BACKGROUND

PPS undertook a major revision of this policy in 2018 to better align with our state obligations for addressing student and family complaints. Since that time, the Complaint Coordinator has been receiving feedback from families and community members about their experiences with the complaint process. As a result of this feedback, staff identified some language in the policy that has confused our community and requested the Board Policy Committee revisit this policy to address some of these concerns and to provide greater clarity for complainants and staff in the process.

RELATED POLICIES/BEST PRACTICES

The District is committed to maintaining strong relationships with our families and our community. This includes having a fair, accessible process in which complaints can be addressed in a timely manner. Portland Public Schools welcomes expressions of concern as opportunities to learn, clarify our intentions, and engage in continuous improvement to benefit all students.

ANALYSIS OF SITUATION

Staff asked for specific revisions related to supports for complainants as the current policy doesn't articulate what is available. They recommended that the availability of translation services and assistance with completing the complaint be written into the policy and that it clarify that legal services are not available to complainants. They also asked that the reference to the Ombudsman be removed as that position had been eliminated. Staff also recommended several text revisions to simplify language used without changing the meaning.

In addition to these requested edits, the Policy Committee made a number of additional changes to provide more guidance on, for example, who could file a formal complaint with the District, the specific type of complaints that could be made against the Superintendent, and the expectation for Board member action (and notice from staff) when a complaint is pending.

The revised policy provides clearer expectations to the community and staff on what the formal complaint policy will address and how the District can support complainants through the process.

FISCAL IMPACT

These changes will incur no financial impact.

COMMUNITY ENGAGEMENT

In fall 2020, the Policy Committee began exploring revisions to the formal complaint policy. Although staff had been receiving input from complainants on their experience with the process since its revision in 2018, the Policy Committee requested a broader review of community experiences. In partnership with the Systems and Performance team, the Committee engaged in a first step with the community engagement process to obtain feedback and help inform the revisions.

The PPS Research and Evaluation team invited complainants who filed a formal complaint between 2014 and 2020 to complete the Formal Complaint Feedback Survey. This survey had a 27% response rate. The Committee asked for additional feedback from former complainants, but the Research and Evaluation team did not believe this would prove an effective effort to obtain additional information during pandemic conditions. Additional community engagement is planned for Fall 2021. The survey is attached to this report.

RACIAL EQUITY AND SOCIAL JUSTICE LENS

A review of the total number of formal complaints filed since 2014 reveals that White families access the District's formal complaint process in vastly disproportionate numbers at the initial Step1 process, but the racial/ethnic distribution is not consistent at all three of the formal complaint steps. While some racial diversity was observed among the complainants who accessed the formal complaint process during recent years, it is likely that barriers exist for historically underserved and non-White populations. The proposed revisions to the policy do not reduce the availability of translation/interpretation services and assistance in completing complaints, which remain an important part of making the process more available to a more diverse community. District staff continues to work on other process improvements outside of the policy arena to make complaint resolution and access to the formal complaint process more accessible, transparent, and approachable.

TIMELINE FOR IMPLEMENTATION/EVALUATION and COMMUNICATION PLAN

Many of the supports now identified in the policy have been available to complainants and so there is no additional time needed to put an implementation plan in place. Staff will develop a communication plan within the month to disseminate the policy to our community. Staff will also

continue to work on internal processes and training to provide opportunities to address concerns early and to enhance the effectiveness of and experience for families with the complaint process.

STAFF RECOMMENDATION

Staff recommends approval of the revised policy.

ATTACHMENTS

- A. Redline copy of Complaint Policy
- B. Clean copy of Complaint Policy



Formal Complaint Process - January 2020 survey summary



Table 1. All complaints by year filed	Count
2014	15
2015	19
2016	16
2017	45
2018	84
2019	44
2020	10
Total complaints filed	233
Total survey responses received	63

Total response rate: 27%



Table 2. Please select how much you agree with each statement during the formal complaint process

	Strongly or somewhat agree	Neither agree nor disagree	Strongly or somewhat disagree
I felt heard during the formal complaint process	19%	8%	73%
I was given the opportunity to share my side of the story	38%	12%	50%
I was kept informed about the progress of the formal complaint process	16%	22%	62%
PPS staff were knowledgeable	21%	20%	59%
PPS staff were professional and courteous	34%	19%	47%
The formal complaint process was conducted in a fair manner	10%	15%	75%
The length of time to took to receive a decision was reasonable	10%	17%	74%



Table 3. Before filing a complaint, please select all the people you worked with to resolve your concern(s).	Count
Principal, Vice principal, or Assistant principal	48
Teacher	35
Other	25
School counselor	18
PPS parent or family	16
Special education case manager	15
School psychologist	9
School social worker	5
School nurse or health assistant	4
On-site mental health provider/School based health clinician	3
SUN school contact/After school care provider	1
On-site community provider (Step Up, REAP, Empowerment group, Chrysalis, etc.)	1
ESL community agent	0





Complaint Policy

4.50.032-P

DRAFT 5/17/2021

We know that when families are engaged with their children's schools, children are more likely to have academic success, graduate from high school, develop self-confidence, and demonstrate strong social behaviors. When we put children at the center of our decisions and actions, we can deliver better experiences for all students and families. We also know that our school district can be complex and that families and students will have questions and sometimes concerns about our curriculum, classrooms, programs, and other experiences. Portland Public Schools welcomes expressions of concern as opportunities to learn, clarify our intentions, and engage in continuous improvement to benefit all students. We welcome those conversations and expect that all adults, including PPS educators and other staff, will model our core values--including respect, relationships, honesty and integrity, collaboration, and a strong commitment to racial equity and social justice--when we have those conversations.

When a student or family has a concern, we encourage a direct conversation with the educator or department directly involved in the issue. There are many other District staff who may be able to help, too, including administrators who oversee specific schools or departments. The District also has a Community Liaison ([hyperlink](#)), who can help families access information, connect with District staff, and help resolve concerns.

We also make available to PPS students, families, and all who reside within the PPS District community a Formal Complaint process. This policy and the accompanying administrative directive describe that process in greater detail. All parties to a Formal Complaint shall be treated and treat others with respect and dignity, and the District will provide support to those making complaints so that the process is accessible, transparent, and reflects our strong commitment to racial equity and social justice. The District will resolve complaints as quickly as possible and in compliance with state law.

The District shall create welcoming environments that reflect and support the racial and ethnic diversity of the student population and community. The District's goal is to have a complaint process that is accessible to, and welcoming of, all of our students, parents/guardians, and PPS community members.

I. Formal Complaints: Accessibility; Training; and Annual Reports

- A.** A full explanation of the complaint procedure, including all forms, shall be available at the District's administrative office and on the home page of the District's Conflict Resolution website found here_____.

1. Formal Complaints

This policy provides a process for resolving complaints as required by Oregon Administrative Rule 581-022-2370, including, but not limited to, complaints related to:

- a) Instructional standards and practices
 - (1) Curriculum
 - (2) Teaching strategies
 - (3) Testing
 - (4) Counseling
 - (5) Class size
 - (6) Alternative education programs
 - (7) Instructional materials
 - (8) Compliance with state standards
- b) Special education
- c) Health and safety
- d) Equitable education opportunities
- e) Sports safety
- f) Restraint and/or seclusion
- g) Bias or discrimination in education
- h) Retaliation against a student or parent/guardian
- i) Failure to investigate complaints of bias

- B. Information regarding the complaint process shall be easily accessible to members of the school community and user-friendly.
- C. The District shall provide training for building administration and designated District staff on how to handle formal complaints under this policy, as well as the administrative directive 4.50.031-AD.
- D. Because complaints can be an important indicator of the health of an organization, the Superintendent will provide to the Board at least annually data on trends, emerging issues, and district responses, as well as an assessment of the formal complaint process.

II. TIMELINES

- A. In order to investigate a complaint while memories are recent and witnesses and documents are likely more available, a complaint must be filed within the following time limits:
 - 1. Within two years after the alleged violation or unlawful incident occurred or the complainant discovered the alleged violation or unlawful incident. For incidents that are continuing in nature, the time limit runs from the date of the most recent incident; OR

2. Within one year after the affected student has graduated from, moved away from, or otherwise left the District, whichever is later.
- B.** The time limits for bringing formal complaints may be extended by the District for complaints about significant student safety issues, including those arising out of employee misconduct, sexual abuse or conduct, or other allegations of harm to students.
- C.** The receipt of a written complaint starts the 90-day timeline for resolution of complaints under this policy.

III. FILING A FORMAL COMPLAINT

A. STEP 1:

1. The written complaint must be filed with the District's complaint coordinator by letter, email, or the [written complaint form](#). The written complaint should include the name and contact information for the complainant, a description of the concern, and the student's name, if applicable. It is helpful if the written complaint also includes the names of any other parties involved, including witnesses; a description of efforts to resolve the concern; and suggestions for resolution. The complainant shall receive a written acknowledgement of receipt of the complaint within 5 days of submitting the complaint.
2. In most situations, a District leader for the involved school, or the appropriate departmental supervisor, will be responsible for investigating and responding to the complaint at Step 1. The Superintendent may assign a different decision maker at Step 1 as appropriate.
3. All formal complaints will receive a decision in writing that addresses each concern raised and contains reasons for the District's decision within 30 days of receipt of the complaint, unless the parties agree to extend the deadline. The resolution will include information about the next steps in the complaint process.
4. PPS accepts confidential anonymous formal complaints concerning Division 22 matters by email at anonymouscomplaints@pps.net and phone at 503-916-3462. Those making complaints anonymously should provide as much information as possible when making the complaint. PPS will investigate any complaint, including anonymous complaints, as fully as it can.

IV. FILING AN APPEAL

A. STEP 2: APPEAL TO THE SUPERINTENDENT

If the issue is not resolved to the complainant's satisfaction, the complainant may request a review by the Superintendent. The request for review shall be submitted in writing within 10 days of the complainant receiving the decision in Step 1.

1. After reviewing materials previously submitted or gathered and after conducting additional review, if deemed necessary, the Superintendent or designee shall issue a written decision addressing the review of each concern raised and the reason for the decision and provide the written decision to the complainant, pursuant to OAR 581-022-2370. All complaints appealed to the Superintendent will receive a decision in writing within 30 days of receipt of the request for review. The decision will include information on the steps for further appeal under this policy.
2. Upon receiving the Superintendent's decision, if the complainant wants to continue to appeal, the complainant may appeal to the Board.

B. STEP 3: APPEAL TO THE PPS SCHOOL BOARD

The Board will vote on the appeal within 30 days of the written request to appeal the Superintendent's decision. The Board will have the full written record of the decisions at Step 1 and Step 2. District staff and the complainant shall exchange any other written background information they intend to present to the Board at the appeal hearing at least 24 hours before the hearing. If new information is offered less than 24 hours before the Board hearing, the complainant may ask for an extension of time. The complainant may provide testimony when the complaint is heard. The Board shall decide that the Superintendent's decision is:

1. Affirmed and no further action will be taken; or
2. Reversed and may direct the Superintendent to take alternative steps or other course of action. To the extent the Board modifies the Superintendent's decision, it will issue a final decision that addresses each concern raised in the complaint and contains reasons for the District's decision.

If the complainant is not satisfied with the decision of the Board, the complainant can file an appeal with the Oregon Department of Education (ODE) as permitted by OAR 581-022-2370(4)(b) and OAR 581-002-0005.

C. Other Types of Complaints

Complaints about Sexual Conduct and Sexual Discrimination should be directed to the Title IX Department [here](#).

Complaints or reports about child abuse should be directed immediately to the Child Abuse hotline at 1-855-503-SAFE, as well as to a PPS supervisor.

More information about conflict resolution resources may be found [here](#).

D. Other provisions

1. The District will provide translation and interpretation services and other reasonable accommodations to assist complainants through the Formal Complaint process. Legal advice is not a resource provided by the District.
2. The District representative assigning staff to investigate and respond to a complaint shall avoid any conflicts of interest, or the appearance of conflicts of interest.
3. Complainants may bring an advocate or support person to any meeting or proceeding.
4. Retaliation against any person who files or participates in the complaint process is strictly prohibited. Retaliation is any intentional action that would deter a reasonable person from participating in the process. Anyone who believes they have suffered retaliation should immediately report it to the Superintendent or PPS Board of Directors.
5. The District will share with complainants as much information as possible about the findings of the investigation and will, in all cases, share the outcome of its investigation of complaints. However, PPS is often prohibited from disclosing specific information about disciplinary action taken against an employee or student involved in the complaint. The Board will hear complaints concerning students and employees in a closed session unless the employee or student/family requests an open session.
6. If the District fails to meet the timelines stipulated in this policy, the complainant may appeal to the PPS School Board or to the Oregon Department of Education. The timelines may be extended by agreement between the complainant and the District. For example, this may be needed if there are many witnesses to interview, key witnesses are unavailable because of holidays, medical leave, etc., or if a particular Board meeting does not work for the complainant.
7. As used in this policy, “days” will be counted as “calendar days.” Any period for response under this policy that falls on a weekend or legal holiday shall be extended to the next business day.
8. The District may not be able to assure confidentiality of the names of persons who file complaints under this policy.
9. If a complaint alleges employee misconduct that is outside the scope of this policy, the complaint coordinator will notify the Superintendent in writing of that filing, and the District will endeavor to respond in a timely manner to the

complaint.

10. Current and former employees may not bring a complaint under this policy regarding the terms, conditions, or status of their employment.
11. Complaints that have been previously filed, investigated, and responded to and for which appeals have been exhausted or the time for appeal has expired cannot be refiled when the complaint is regarding a particular incident or issue that has already been addressed through the Formal Complaint process.
12. Additional allegations offered during the Step 2 process will not be heard along with the original complaint. The person making the complaint will be informed that the allegation will not be addressed as part of the Step 2 response and that the allegation must be filed as a new complaint with the District's complaint coordinator.
13. Because the Board serves as the final decision maker at the Step 3 appeal, Board members should not knowingly initiate or continue contact with complainants about the topic of a complaint or independently investigate allegations in the complaint once they have notice that a formal complaint has been filed. District staff will regularly notify Board members about new formal complaints that are filed.

E. Complaints against the Superintendent or members of the Board of Education

Any complaint about alleged individual misconduct by the Superintendent (but not District action for which the Superintendent may have ultimate responsibility as the chief executive officer of the District) shall be overseen by the Board of Education.

Board members are volunteers serving in an elected capacity and are accountable to the citizens in the Portland Public Schools district for their actions and policy positions. Complaints alleging ethics violations or violations of the law against an individual Board member should be made to the Board Chair who will refer these issues to appropriate governmental jurisdictions or a third party if a majority of the Board approves of the referral. Complaints related to ethics violations or violations of the law against the Board Chair should be made to the Board Vice-Chair(s) who will refer these issues to appropriate governmental jurisdictions or a third party if a majority of the Board approves of the referral. If a third party investigates a complaint, after receiving the results of the investigation, the Board shall decide, within 30 days, in open session what action, if any, is warranted.

F. Complaints submitted to members of the Board of Education

School board members who receive formal complaints from constituents or staff shall forward complaints to the District's complaint coordinator. Board members shall forward informal complaints to the appropriate school or department in order to address the concern.

V. FURTHER APPEAL RIGHTS

If any complaint alleges a violation of Oregon Administrative Rule (OAR) Chapter 581, Division 22 (Standards), Oregon Revised Statute (ORS) 339.285 to 339.383 or OAR 581-021-0550 to 581-021-0570 (Restraint and Seclusion), or ORS 659.852 (Retaliation), and the complaint is not resolved through the complaint process, the complainant, who is a student, a parent or guardian of a student attending a school in the District, or a person who resides in the District, may appeal a final decision by the District to the Deputy Superintendent of Public Instruction as outlined in Oregon Administrative Rule (OAR) 581-002-0005.

If the complaint alleges discrimination pursuant to ORS 659.850 (Discrimination in Education), a complainant may appeal a final decision by the District to the Oregon Department of Education or may file a complaint directly with the U.S. Department of Education without having to exhaust District procedures under this policy.

In addition to using the District complaint procedure, Special Education complaints may be made directly to the Oregon Department of Education. The complainant must send a copy of the complaint to the District and the Department of Education at the same time.

Adopted 11/2014; Amended 6/12/18,_____/2021

Legal Reference(s):

[ORS 192.610 to 192.690](#)
[ORS 332.107](#)
[ORS 339.285 to 339.383](#)
[ORS 659.852](#)
[OAR 581-022-2370](#)



Complaint Policy

4.50.032-P

DRAFT 5/22/2021

We know that when families are engaged with their children's schools, children are more likely to have academic success, graduate from high school, develop self confidence, and demonstrate strong social behaviors. When we put children at the center of our decisions and actions, we can deliver better experiences for all students and families. We also know that our school district can be complex and that families and students will have questions and sometimes concerns about our curriculum, classrooms, programs, and other experiences. We welcome those conversations and expect that all adults, including PPS educators and other staff, will model our core values--including respect, relationships, honesty and integrity, collaboration, and a strong commitment to racial equity and social justice--when we have those conversations.

When a student or family has a concern, we encourage a direct conversation with the educator or department directly involved in the issue. There are many other District staff who may be able to help, too, including administrators who oversee specific schools or departments. The District also has a community liaison (hyperlink)~~[Family Resource Coordinator]~~, who can help families access information, connect with District staff, and help resolve concerns.

We also make available to PPS students, families, and all who reside within the PPS District a Formal Complaint process. This policy and the accompanying administrative directive describe that process in greater detail. All parties to a Formal Complaint shall be treated and treat others with respect and dignity, and the District will provide support to those making complaints so that the process is accessible, transparent, and reflects our strong commitment to racial equity and social justice. The District will work to resolve complaints quickly and in compliance with state law.

~~[CURRENT Preamble] Portland Public Schools recognizes students, parents/guardians, and all who reside within the broader PPS community as essential partners in the educational process. These important partners must have the opportunity to make their concerns known to the District. Maintaining strong relationships includes having a fair, accessible process in which complaints can be addressed in a timely manner. Portland Public Schools welcomes expressions of concern as opportunities to learn, clarify our intentions, and engage in continuous improvement to benefit all students.~~¶

¶

~~Whenever possible, the District encourages members of the community to attempt to resolve concerns should be resolved informally through communication with the school or department~~

~~directly involved in the issue. If this approach does not resolve the concerns, the District provides a formal complaint process. (hyperlink) The Board intends that eThe District will Complaints should be resolved complaints as expeditiously quickly as possible and in compliance with state law.~~

~~The District serves a diverse community of students and parents/guardians. The Racial Educational Equity Policy 2.10.010-P provides: "The District shall welcome and empower students and families, including underrepresented families of color (including those whose first language may not be English) as essential partners in their student's education, school planning and District decision-making. The District shall create welcoming environments that reflect and support the racial and ethnic diversity of the student population and community." The District's goal is to have a complaint process that is must be implemented in a manner that is accessible to, and welcoming of, all of our students, parents/guardians, and PPS community members. All parties to the complaint process will be treated, and will treat others, with dignity and respect.~~

I. ~~Administrative Directive creation and review; Formal Complaints; Annual reports; Transparency and a~~Accessibility; Training; and Annual Reports

- A.** A full explanation of the complaint procedure, including all forms, shall be available at the District's administrative office and on the home page of the District's Conflict Resolution website found here _____.

1. Formal Complaints

This policy provides a process for resolving complaints as required by Oregon Administrative Rule 581-022-2370 , including, but not limited to, complaints related to:

- a) Instructional standards and practices
 - (1) Curriculum
 - (2) Teaching strategies
 - (3) Testing
 - (4) Counseling
 - (5) Class size
 - (6) Alternative education programs
 - (7) Instructional materials
 - (8) Compliance with state standards
- b) Special education
- c) Health and safety
- d) Equitable education opportunities
- e) Sports safety
- f) Restraint and/or seclusion
- g) Bias or discrimination in education
- h) Retaliation against a student or parent/guardian
- i) Failure to investigate complaints of bias

- B.** ~~The Board of Education directs the Superintendent to implement an administrative directive that sets forth the specific process and procedure for complaint resolution. The administrative directive and any changes that are subsequently made will be submitted to the Board for review. The Board further directs the Superintendent to make~~ information regarding the complaint process shall be easily accessible to members of the school community in a manner that is accessible and user-friendly, ~~and to~~
- C.** ~~The District shall~~ provide training for building administration and designated ~~d~~District staff in the implementation of ~~on how to handle formal complaints under~~ this policy, as well as ~~and~~ the administrative directive 4.50.031-AD~~[insert number here]~~. ~~Since~~
- D.** ~~Because~~ complaints can be an important indicator of the health of an organization, the Superintendent will provide to the Board at least annually ~~a document that provides data on trends, and emerging issues, and district responses,~~ as well as an assessment of the functioning of the formal complaint process.
- E.** ~~A full explanation of the complaint procedure, including all forms, shall be available at the d~~District's administrative office and on ~~the home page of the d~~District's Conflict Resolution website found here _____.

1. ~~Types of complaints~~

~~This policy provides a process for resolving complaints as required by Oregon Administrative Rule [581-022-2370](#), including, but not limited to, complaints related to:~~

- ~~a) Instructional standards and practices~~
 - ~~(1) Curriculum~~
 - ~~(2) Teaching strategies~~
 - ~~(3) Testing~~
 - ~~(4) Counseling~~
 - ~~(5) Class size~~
 - ~~(6) Alternative education programs~~
 - ~~(7) Instructional materials~~
 - ~~(8) Compliance with state standards~~
- ~~b) Special education~~
- ~~c) Health and safety~~
- ~~d) Equitable education opportunities~~
- ~~e) Sports safety~~
- ~~f) Restraint and/or seclusion~~
- ~~g) Discrimination in education~~
- ~~h) Retaliation against a student or parent/guardian~~
- ~~i) Failure to investigate complaints of bias~~

II. TIMELINES

- A. In order to investigate a complaint while memories are recent and witnesses and documents are likely more available, a complaint ~~must~~may be filed within the following time limits ~~established by state law~~:
1. Within two years after the alleged violation or unlawful incident occurred or the complainant discovered the alleged violation or unlawful incident. For incidents that are continuing in nature, the time limitation runs from the date of the most recent incident; OR
 2. Within one year after the affected student has graduated from, moved away from, or otherwise left the ~~a~~District, whichever is later.
- B. The time limitations ~~for~~ bringing formal complaints may be extended by the District for complaints ~~concerning about~~ significant student safety issues, including those arising out of employee misconduct, sexual abuse or conduct, or other allegations of harm to students.
- C. The receipt of a written complaint starts the 90-day timeline for resolution of complaints under this policy.

III. FILING A FORMAL COMPLAINT

A. STEP 1:

1. The written complaint must be filed with the District's complaint coordinator ~~via by~~ letter, email, or the [written complaint form](#). The written complaint should include the name and contact information for the complainant, a description of the concern, and the student's name, if applicable. It is helpful if the written complaint also includes the names of any other parties involved, including witnesses; a description of efforts to resolve the concern; and suggestions for resolution. The complainant shall receive a written acknowledgement of receipt of the complaint within 5 days of submitting the ~~written~~ complaint. ~~The District will recognize complaints in multiple formats: the written complaint form, letter, or through email.~~
2. In most situations, a District leader for the involved school, or the appropriate departmental supervisor, will be responsible for investigating and responding to the complaint at Step 1. The Superintendent may assign a different decision maker at Step 1 as appropriate.
3. All formal complaints will receive a decision in writing that addresses each concern raised and contains reasons for the District's decision within 30 days of receipt of the complaint, unless the parties agree to extend the deadline. The resolution will include information about the next steps in the complaint process.

4. PPS accepts confidential anonymous formal complaints concerning Division 22 matters by email at anonymouscomplaints@pps.net and phone at 503-916-3462. Those making complaints anonymously should provide as much information as possible when making the complaint. PPS will investigate any complaint, including anonymous complaints, as fully as it can.

IV. FILING AN APPEAL

A. STEP 2: APPEAL TO THE SUPERINTENDENT

If the issue is not resolved to the complainant's satisfaction, the complainant may request a review by the Superintendent. The request for review shall be submitted in writing within 10 days of the complainant receiving ~~notice of resolution from the decision in~~ Step 1.

1. After reviewing materials previously submitted or gathered and after conducting additional review, if deemed necessary, the Superintendent or designee shall issue a written decision addressing ~~the review of~~ each concern raised and the reason for the decision and provide the ~~written decision to the complainant, pursuant to OAR 581-022-2370. All complaints appealed to the Superintendent will receive a decision in writing within 30 days of receipt of the request for review. The Superintendent or designee-~~ ~~decision~~ ~~will include information on the steps for further appeal under this policy.~~
2. Upon receiving the Superintendent's decision, if the complainant wants to continue to appeal, the complainant may appeal to the Board.

B. STEP 3: APPEAL TO THE PPS SCHOOL BOARD

The Board will vote on ~~the substance of~~ the appeal within 30 days of the written request to appeal the Superintendent's decision. The Board will have the full written record of the decisions at Step 1 and Step 2. ~~The District staff and the~~ ~~Complainant shall exchange~~ ~~all any other~~ written background information they intend to present to the Board ~~at the appeal hearing~~ at least 24 hours before the ~~hearing~~ ~~appeal is to be heard~~. If new information is offered ~~after this period of time~~ ~~less than 24 hours before the Board hearing~~, the complainant may ask for an extension of time. ~~The complainant may submit additional written information to the Board and~~ may provide testimony ~~during public~~ ~~comment~~ ~~when the complaint is heard~~. The Board shall decide that the Superintendent's ~~final~~ decision is:

1. Affirmed and no further action will be taken; or
2. Reversed and may direct the Superintendent to take alternative steps

or other course of action. To the extent the Board modifies the Superintendent's decision, it will issue a final decision that addresses each concern raised in the complaint and contains reasons for the District's decision.

If the complainant is not satisfied with the decision of the Board, the complainant can file an appeal with the Oregon Department of Education (ODE) as permitted by OAR 581-022-2370(4)(b) and OAR 581-002-000540.

C. ~~Anonymous~~ Other Types of Complaints

~~PPS accepts confidential anonymous formal complaints concerning Division 22 matters by email at anonymouscomplaints@pps.net and phone at 503-916-3462. Those making complaints anonymously should provide as much information as possible when making the complaint. PPS will investigate any complaint, including anonymous complaints, as fully as it can.~~

~~For eComplaints about Sexual Conduct and Sexual Discrimination should be directed to , complainants should contact the Title IX Department [here](#).~~

~~For eComplaints or reports about child abuse should be directed immediately , contact to the Child Abuse hotline at 1-855-503-SAFE, as well as to a PPS supervisor.~~

~~More information about on-conflict resolution and other resources may be found [here](#).~~

D. Other provisions

- ~~1. The District will provide limited the following resources to assist the complainants through the Formal Complaint process: ~~These include [Translation and interpretation services](#) are available to complainants,~~ and other reasonable accommodations to allow access to the process. ~~The provision of legal services or Legal advice is not a resource available through the provided by the District.~~~~
- ~~2. The District will provide resources for complainants who request assistance in preparing a written complaint. [REQUEST ASSISTANCE](#) A list of resources can be found [HERE](#).~~
- ~~3. The Superintendent-District representative assigning staff to investigate and respond to a complaint shall avoid any conflicts of interest, or the appearance of conflicts of interest, in assigning the district representative to investigate and respond to a complaint.~~
4. Complainants may bring an advocate or support person to any meeting or proceeding.

5. Retaliation against any person who files or participates in the complaint process is strictly prohibited. Retaliation is any **intentional** action that would deter a reasonable person from participating in the process. Anyone who believes they have suffered retaliation should immediately report it to the Superintendent or PPS Board of Directors.
6. The District will share with complainants as much information as possible about the findings of the investigation and will, in all cases, share the outcome of its investigation of complaints. However, PPS is often prohibited from disclosing specific information about disciplinary action taken against an employee **or student** involved in the complaint. **The Board will only hear complaints concerning students and employees in a closed session and will not hear these types of complaints against employees in a session open to the public unless the an employee or student/family requests an open session.**
7. If the **d**District fails to meet the timelines **stipulated set forth in this process in this policy**, the complainant may appeal to the PPS School Board or to the Oregon Department of Education. The timelines may be extended by **the mutual consent agreement between of** the complainant and the District. For example, this may be needed if there are many witnesses to interview, key witnesses are unavailable because of holidays, medical leave, etc., or if a particular Board meeting does not work for the complainant.
8. As used in this policy, “days” will be counted as “calendar days.” Any period for response under this policy that falls on a weekend or legal holiday shall be extended to the next business day.
9. The **d**District may not be able to assure confidentiality of the names of persons who file complaints under this policy.
10. If a complaint alleges employee misconduct that is outside the scope of this policy, the complaint coordinator will notify the Superintendent in writing of that filing, and the District will endeavor to respond in a timely manner to the complaint.
11. Current and former employees may not bring a complaint under this policy regarding the terms, conditions, or status of their employment.
12. **Complaints that have been previously filed, investigated, and responded to and for which appeals have been exhausted or the time for appeal has expired on behalf of the District and/or Board cannot be refiled when the complaint is regarding a particular n-incident or issue that has already been heard addressed through the Formal Complaint process. per OAR-XXXX.**
13. Additional allegations offered during the Step 2 process will not be heard

along with the original complaint. The person making the complaint will be informed that the allegation will not be addressed as part of the Step 2 response and that the allegation must be filed as a new complaint with the District's complaint coordinator.

14. ~~Since~~ Because the Board serves as the final decision maker at the Step 3 ~~appeal venue of final appeal~~, Board members should not knowingly ~~refrain from initiate or continue ing or pursuing contact with complainants about the topic of a complaint or independently investigate allegations in the complaint once they have notice that a formal complaint has been filed or independently investigate allegations in the complaint~~. District staff will regularly notify Board members about new formal complaints that are filed.

E. Complaints against the Superintendent or members of the Board of Education

Any complaint about alleged individual misconduct by the Superintendent (but not District action for which the Superintendent may have ultimate responsibility as the chief executive officer of the District) shall be ~~reviewed~~ overseen by the Board of Education.

Board members are volunteers serving in an elected capacity and are accountable to the citizens in the Portland Public Schools district for their actions and policy positions. Complaints alleging ethics violations or violations of the law against an individual Board member should be made to the Board chair who will refer these issues to appropriate governmental jurisdictions or a third party if a majority of the Board approves of the referral. Complaints related to ethics violations or violations of the law against the Board Chair should be made to the Board Vice-Chair(s) who will refer these issues to appropriate governmental jurisdictions or a third party if a majority of the Board approves of the referral. If a third party investigates a complaint, after receiving the results of the investigation, the Board shall decide, within 30 days, in open session what action, if any, is warranted.

F. Complaints submitted to ~~school board~~ members of the Board of Education

School board members who receive formal complaints from constituents or staff shall forward complaints to the District's complaint coordinator. Board members shall forward informal complaints to the appropriate school or department in order to address the concern.

V. FURTHER APPEAL RIGHTS

If any complaint alleges a violation of Oregon Administrative Rule (OAR) Chapter 581, Division 22 (Standards), Oregon Revised Statute (ORS) 339.285 to 339.383 or OAR 581-021-0550 to 581-021-0570 (Restraint and Seclusion), or ORS 659.852 (Retaliation), and the complaint is not resolved through the complaint process, the complainant, who is a student, a parent or guardian of a student attending a school in the ~~d~~District, or a person

who resides in the ~~d~~District, may appeal a final decision by the ~~D~~istrict to the Deputy Superintendent of Public Instruction as outlined in Oregon Administrative Rule (OAR) 581-002-00~~0540~~.

If the complaint alleges discrimination pursuant to ORS 659.850 (Discrimination in Education), a complainant may appeal a final decision by the District to the Oregon Department of Education or may file a complaint directly with the U.S. Department of Education without having to exhaust ~~d~~District procedures under this policy.

In addition to using the District complaint procedure, Special Education complaints may be made directly to the Oregon Department of Education. The complainant must send a copy of the complaint to the District ~~simultaneous-at the same time it to filing-ith-~~ ~~complaint-~~ ~~with-~~ and the Department of Education ~~at the same time~~.

Adopted 11/2014; Amended 6/12/18, /2020

Legal Reference(s):

[ORS 192.610 to 192.690](#)
[ORS 332.107](#)
[ORS 339.285 to 339.383](#)
[ORS 659.852](#)
[OAR 581-022-2370](#)

RESOLUTION No. 6327

Resolution to Approve the Amendments to the Responsible Technology Use Policy 8.60.040-P

RECITALS

- A. The Board of Education adopted a policy for Computer Use that reflected the state of access to technology at that time. The policy is a rewrite of the Acceptable Use Policy, making it more succinct and streamlined, and removing extraneous detail and outdated technologies.
- B. On February 17, 2021; March 8, 2021; and May 10, 2021, the Board Policy Committee discussed changes to the policy to discuss technology access with an emphasis on responsible use.
- C. On May 10, 2021, the Policy Committee reviewed the revisions to the policy and recommended that the policy be forwarded to the full Board for adoption.
- D. On May 25, 2021, the Board held a first reading of the proposed policy, and it was posted on the Board website for public comment. There has been no public comment on the proposed policy.

RESOLUTION

The Board of Education hereby approves the Responsible Technology Use Policy 8.60.040-P.



**PORTLAND PUBLIC SCHOOLS
OFFICE OF TECHNOLOGY AND
INFORMATION SERVICES**

501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-3050

Date: May 14, 2021

To: School Board, Superintendent Guadalupe Guerrero

From: Don Wolff, Chief Technology Officer, Office of Technology & Information Services
Dr. Travis Paakki, Senior Director, Office of Technology & Information Services

Subject: Staff Analysis Report to the Board- Policy Revision

Policy# and Name: 8.60.040-P

I. BACKGROUND

(History of the policy revisions, timing issues, legal updates. What is the reason for the revision?) This policy went before the Board for First Reading on May 25, 2021. There has been no public comment, and will be on the agenda for Second Reading and adoption on June 15, 2021.

PPS created an Acceptable Use Policy (AUP) in 2007. At the time, computing devices were either in the hands of adults in the district or available in libraries and specialized labs. This policy and the subsequent revisions reflected the state of access to technology at the time of the creation of the AUP. Additionally, the policy aimed to be monolithic and encompass all aspects of technology access with an emphasis on restricted activities rather than a focus on responsible use.

The Responsible Use Policy (RUP) is a rewrite of the AUP, making it more succinct and streamlined, and removing extraneous detail and outdated technologies. Many specific technologies have been removed so that they may be addressed in detail in Administrative Directives.

II. RELATED POLICIES/BEST PRACTICES

K-12 districts are moving away from single policies that attempt to encapsulate all the practices and procedures to higher-level policies that guide practice and serve to guide the development of Administrative Procedures and practices.

In keeping pace with peers, the Office of Technology & Information Services (OTIS) has significantly revised the AUP to the Responsible Use Policy (RUP). This change reflects the goals of the Enhancement of Learning and Productivity, Equitable and Inclusive Learning, and Student Safety. Instead of an inflexible, monolithic policy, the RUP now serves as a high-level framework that will allow Administrative Directives to guide practice in a way that is responsive to changes in tools, technology, laws and academic requirements.

Similar policies are found at LAUSD, Miami-Dade, Seattle Public Schools, and in Oregon (David Douglas, Eugene, and Beaverton).

III. ANALYSIS OF SITUATION

The AUP as it stands reflects both technologies that are no longer in use, and practices that can no longer be followed. The policy updates are required to reflect these changes.

IV. FISCAL IMPACT

As this update does not reflect a change in responsibilities or requirements for OTIS, there is no financial impact.

V. COMMUNITY ENGAGEMENT

The DSC Board representative was consulted on the changes to policy. Discussions with staff groups are pending.

VI. RACIAL EQUITY AND SOCIAL JUSTICE LENS

1. How have you intentionally involved stakeholders who are affected by this policy, program, practice or decision? Is there support or opposition? Why?

There has been concern expressed over the language that staff and students should have “no expectation of privacy.” It should be noted that this language exists in the current AUP Administrative Directive and is not a new addition.

2. Does the proposed policy/AD address barriers to equitable outcomes?

The policy itself does not specifically seek to address these barriers, however, this statement was added to the policy purpose statement which will guide subsequent AD development:

Equity considerations will drive District decisions about the development, distribution, and use of Technology Resources in order to ensure equitable access for every user.

3. Describe how the policy/AD revisions critically examine and alter practices. The policy seeks to remove a long list of explicitly restricted behaviors and associated penalties; instead, referring those to vetted and well-developed policies for student and staff conduct.

VII. TIMELINE FOR IMPLEMENTATION/EVALUATION and COMMUNICATION PLAN

How will the revisions be implemented? Timeline? How will progress be measured on goals? What is your communication plan to stakeholders after the policy is approved?


The goal is to have this policy in place for the beginning of the 2021-22 school year. Staff will draft an update to the administrative directive 8.60.040-AD that reflects the changes in technology highlighted in this policy.

VIII. STAFF RECOMMENDATION

Convey the specific recommendation on any and all of the options listed or overall recommendation regarding the revision.

Staff recommends that the previous Acceptable Use Policy 8.60.040-P be removed and replaced with the proposed Responsible Use Policy 8.60.040-P.

I. I have reviewed this staff report and concur with the recommendation to the Board.

Approved by Superintendent Direct Report, Don Wolff, Chief Technology Officer		
Don Wolff		
Signature 		Date May 18, 2021

ATTACHMENTS

(List all supporting documentation, including resolution, etc.)

- A.
- B.
- C.

PPS District Priorities FY 2018-19

1. *Set a clear Vision and Strategic Plan*
2. *Create equitable opportunities and outcomes for all students*
3. *Build management and accountability systems and structures*
4. *Allocate budget, funding and resources focused on improving outcomes for students*



Responsible Technology Use

I. Scope

The District provides access to District approved technology devices, networks, accounts, software, and internet-based resources (“Technology Resources”) in order to enhance the education of students. Technology Resources improve student communication and extend learning beyond the classroom walls while building digital citizenship skills. Students and staff accessing technology are expected to conduct themselves in a responsible, courteous, efficient, and legal manner as further outlined in this Policy.

The District must honor its commitments for student safety, and compliance with the law at the local, state, and federal levels which require investigation and monitoring of PPS physical and digital assets. Because these laws set forth the District’s responsibilities for providing for student safety, maintaining the integrity of its digital systems, and protecting District records, students and staff should have no expectation of privacy while using PPS systems.

II. Purpose

A. Enhancement of Learning and Productivity

District Technology Resources will be deployed and used for teaching and learning in District classrooms, comprehensive distance learning, professional and career development, and research and district-related administrative activities.

B. Equity and Inclusive Learning

Equity considerations will drive District decisions about the development, distribution, and use of Technology Resources in order to ensure equitable access for every user.

C. Student Safety

Technology Resources will be deployed and used in a way that fosters a culture of safety and respect for everyone. Social, emotional, and physical well-being are crucial to academic and professional success.

III. Responsible Deployment and Use of Technology Resources

A. Technology Resources will be deployed and used in compliance with applicable laws and other District policies.

B. Technology Resources will be deployed and used in a manner that supports the



Responsible Technology Use

District purposes of learning and productivity, equity and inclusive learning, and a safe and respectful environment.

- C. The District will develop an Administrative Directive and acceptable use guidelines for users regarding the deployment and use of District Technology Resources, including access to Internet and social media, and regulation of use of District and personal electronic resources on District assets.

IV. Fostering Safety and Security of Users

A. No Expectation of Privacy

The safety and security of District Technology Resources is the shared responsibility of the District. The District may monitor, intercept, and review, without further notice, activities occurring on the District's Technology Resources. Users should have no expectation of privacy while using District Technology Resources.

The District shall establish protocols for review of activity.

B. Cyberbullying and Anti-harassment

District policies prohibiting harassment and bullying apply to the use of District Technology Resources. Technology Resources will not be used in a manner that may be construed by others as bullying, harassing or offensive. [link to anti-harassment policy]

C. Filtering Software

As a component of District Internet safety measures, all District-owned technology resources, including computer networks in all District facilities capable of accessing the Internet will use filtering software to restrict access to obscene, racist, hateful or violent material. However, the District cannot ensure that a student will never be able to access objectionable material.

D. Community-based Approach

While District staff will make reasonable efforts to supervise student access and use of Technology Resources, fostering the safety and security of students and staff requires a community-based approach.[link to digital citizenship guidelines]

V. Violations

- A. If a user violates District Policies, Administrative Directives, or guidelines for Technology Resources or Responsible Use, District staff will notify the Office of



Responsible Technology Use

Technology and Information Services.

- B. Violations may include discipline or other sanctions consistent with District Policies, Administrative Directives, guidelines, or Student's Rights and Responsibilities Handbook, up to and including expulsion or termination of employment.

VI. Administrative Directive [\[hyperlink\]](#)

Legal references: Children's Internet Protection Act, (CIPA); Children's Online Privacy Protection Act (COPPA); Family Educational Rights and Privacy Act (FERPA); ORS 336.184 Oregon Student Information Protection Act; ORS 646A.600 Oregon Consumer Information Protection Act.

OSBA: IIBGA

History: Amd 6/_/21

8.60.040-P ~~Computer Use~~ **B**

~~0~~

~~I. Electronic Communications Network~~

~~The district has established PPSNet, an electronic communications network~~ **A**

~~(network) for electronic communication and access to, and use of, the World Wide Web. Use of the network for access and development on the World Wide Web, e-mail, chat rooms and other forms of direct electronic communication is~~ **R**

~~intended for educational and administrative purposes.~~ **D**

~~II. Definitions~~

~~(1) Educational and administrative purposes includes use of the network for teaching and learning in district classrooms, professional and career development, research and district-related administrative activities.~~ **P**

~~III. Responsibilities~~ **O**

~~(1) The superintendent or designee will manage the district network.~~ **L**

~~(2) Each building principal or designee will be responsible to coordinate building level activities, including appropriate computer training for the use of the network, supervision of the use of the network, and enforcement of all computer-use policies in compliance with this policy.~~

~~(3) The superintendent or designee is authorized to develop administrative directives and other guidelines for the use of the network that are in compliance with the Children's Internet Protection Act (CIPA), this policy and all other district policies. These regulations include but are not limited to acceptable use regulations, setting network account limits, network security and World Wide Web guidelines.~~

~~(a) The administrative directives shall be consistent with sound guidelines as may be provided by the education service districts, the Oregon Department of Education and/or the Government Standards and Practices Committee and will include a complaint procedure for reporting violations.~~

~~IV. Access to Network~~

~~(1) _____ The network, including hardware, software and data, is for the use of district students, employees, Board members and others with permission from the superintendent or designee. The district may determine the extent to which students at their respective grade levels are granted access to the network.~~

~~(2) _____ Use of any electronic communication service provided by the district is conditioned upon acceptance of all guidelines found within this policy, as well as any administrative directive or other official regulation~~

~~8.60.040-P Computer Use~~

~~relating to computer use and acceptable use by employees and students.~~

~~(3) District employees and students shall take reasonable precautions to prevent others from using their accounts. Passwords are issued to district employees and students and shall not be provided to any other person. District employees and students shall not allow another to use their password or use another person's password to access the network.~~

~~V. Internet Safety~~

~~(1) In accordance with the Children's Internet Protection Act (CIPA), the Board authorizes staff to implement and operate technology protection measures, including filtering devices, specifically, in accordance with CIPA.~~

~~(a) The district will prohibit access by minors to inappropriate material on the internet and World Wide Web, as defined by CIPA, through the use of filtering devices. Inappropriate access for minors includes materials that are obscene, child pornography or other material harmful to minors.~~

~~(b) The district will enforce the safety and security of minors when using electronic mail, chat rooms and other forms of direct electronic communications (e.g., instant messaging services).~~

~~(c) Unauthorized access, including so-called hacking and other unlawful activities, by district employees or students online is prohibited.~~

~~(d) Unauthorized disclosure, use, and dissemination of personal identification information regarding minors are prohibited.~~

~~VI. Violations~~

~~(1) All disciplinary procedures will be conducted in accordance with federal law, state law, applicable Board policies and administrative directives and, where applicable, appropriate collective bargaining agreements.~~

~~(2) Failure to abide by district policies and administrative directives governing use of the network may result in the suspension or revocation of network access. Additionally, student violations may result in discipline up to and including expulsion. Employee violations may result in discipline up to and including dismissal. Fees, fines or other charges may also be imposed. When applicable, sanctions will be in accordance with the appropriate collective bargaining agreement. Violations of the law will be reported to law enforcement officials.~~

~~8.60.040-P Computer Use~~~~B~~~~VII. District Web Site~~~~O~~

~~(1) In addition to the purposes set forth in this policy regarding educational and administrative purposes, the purposes of the district's Web site include providing information about the district and functioning as a district communication tool.~~

~~(2) All Web content shall be consistent with the purposes for which the computer network was created.~~

~~(3) All district information shall reside at the domain pps.k12.or.us. Material hosted at other domains or by outside Internet service providers is not to be construed as official district information.~~

~~(4) The superintendent or designee will designate a Web manager to oversee management of the district's Web site. See administrative directive District Web Site 8.60.043-AD.~~

~~(5) Schools may establish Web content within the district Web site. Content and management of those pages shall conform to the administrative~~

~~directive District Web Site 8.60.043-AD.~~

~~(6) Departments and other district units, including schools or programs, may establish Web pages or other Web content within the district Website. Content and management of those pages shall conform to the administrative directive District Web Site 8.60.043-AD.~~

~~(7) With the approval of the building principal or department director, school-related organizations such as classes, curricular clubs or PTAs may establish Web pages. Content and management of such pages shall conform to the administrative directive District Web Site 8.60.043-AD.~~

~~VIII. Limitations of Liability and Indemnification~~

~~(1) The district makes no warranties of any kind, either express or implied, that the functions or services provided by or through PPSNet will be error-free or without defect. The district is not responsible for any damage the user may suffer, including but not limited to loss of data or interruptions in service. Furthermore, the district is not responsible for the accuracy or quality of information obtained through or stored on PPSNet.~~

~~(2) The district is not responsible for financial obligations arising through the use of PPSNet unless the district has agreed to the obligation before it is incurred.~~

~~Legal References: ORS 30.765; ORS 163.435; ORS 164.345; ORS 164.365; ORS 167.060; ORS 167.065; ORS 167.070; ORS 167.080; ORS 167.087; ORS 167.090; ORS 167.095; ORS Chapter~~

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8.60.040-P Computer Use

~~192; ORS 332.107; ORS 336.222; ORS 33.9250; ORS 339.260; ORS 339.270; OAR 581-021-0050;~~

~~OAR 581-021-0055; OAR 584-020-0040; OAR 584-020-0041; Children's Internet Protection Act, 47~~

~~U.S.C. Section 254 (h) and (l); 47 CFR Section 54,520 (2001); Copyrights, Title 17, as amended. United States Code; 19 CFR Part 133 (2000); Oregon Attorney General's Public Records and Meetings Manual pp. 22-24, Appendix H, Department of Justice (1999); Drug-Free Schools and Communities Act of 1986 P.L. 99-570 20 U.S.C. Section 7105; Drug-Free Workplace Act of 1988.~~

~~P.L. 100-690, Title V, Subtitle D, Sections 5151-5160, 102 Stat. 4305-4308; Controlled Substances Act, 21 U.S.C. Section 812, schedules I through V, 21 CFR 1308.11-1308.15 (2000). Drug-Free Schools and Communities Act Amendments of 1989, P.L. 101-226, 103 Stat. 1928 et. seq.; Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101-12243, 29 CFR Part 1630 (2000); 28 CFR Part 35 (2000); Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g; 34 CFR Part 99 (2000).~~

History: **P**

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RESOLUTION No. 6328

Resolution to Approve the Amendments to the Non-Discrimination/Anti-Harassment Policy
1.80.020-P

RECITALS

- A. In 1997 the Board of Education adopted a policy for Non-Discrimination/Anti-Harassment that reflected the legal requirements of anti-harassment and non-discrimination. The policy reflects recent statutory revisions and adds retaliation language.
- B. On April 26, 2021; and May 10, 2021, the Board Policy Committee discussed changes to the policy to ensure the policy addresses current state and federal law.
- C. On May 10, 2021, the Policy Committee reviewed the revisions to the policy and recommended that the policy be forwarded to the full Board for adoption.
- D. On May 25, 2021, the Board held a first reading of the proposed policy, and it was posted on the Board website for public comment. There has been no public comment on the proposed policy.

RESOLUTION

The Board of Education hereby approves the Non-Discrimination/Anti-Harassment Policy 1.80.020-P.



PORTLAND PUBLIC SCHOOLS

OFFICE OF General Counsel

501 North Dixon Street / Portland, OR 97227

Telephone: (503) 916-3274

Date: May 18, 2021

To: School Board

From: Liz Large, Contracted General Counsel
Mary Kane, Senior Legal Counsel

Subject: Staff Analysis Report to the Board- Policy Revision and Rescission

Policy # and Name: 1.80.020-P Non-Discrimination/Anti-Harassment Policy
4.30.060-P Anti-Harassment Policy
4.30.070-P Teen Dating Violence/Domestic Violence Policy
5.10.030-P Grievance Procedure-Sex Discrimination
5.10.062 Sexual Harassment-Staff to Student
5.10.060-P Workplace Harassment Policy
5.10.064-P Professional Conduct Policy

I. BACKGROUND

These policies went before the Board for First Reading on May 25, 2021. There has been no public comment, and will be on the agenda for Second Reading and adoption on June 15, 2021.

There have been a number of recent statutory revisions addressing harassment, including sexual harassment, in the workplace and within the educational setting. As we endeavored to incorporate the new requirements into our policies, we realized that this was an opportune time to organize these policies in a way that may provide ease of use for our students and staff. In some instances, policies were joined where there was overlap in content and focus. Other policies were out of date and had been replaced by other policies that were current with state law. A few policies required only that we update the definition of sexual harassment to align with current law.

II. RELATED POLICIES/BEST PRACTICES

It is best practice to review policies regularly to determine whether they reflect current laws and practices. It is also best practice to provide a clear, concise, and legally compliant schedule of policies that is easily accessible and understandable.

III. ANALYSIS OF SITUATION

Staff conducted a review of the District’s policies focused on discrimination and harassment, including sexual harassment, to ensure that updates to state and federal law were accurately reflected in the policies. During the course of the review, it became apparent that some policies were not compliant with current law and others could be incorporated into a single policy. Below is a guide to the changes staff is suggesting for each policy and the rationale supporting these suggestions.

Policy	Proposed Action	Rationale
1.80.020-P Anti-Harassment/NonDiscrimination Policy	Revise to add retaliation language	ORS 659 and ORS 659A prohibit discrimination and retaliation in the workplace and educational settings.
4.30.060-P Anti-Harassment	Revise and rename. Revision will incorporate parts of Teen Dating Violence Policy and requirements of ORS 342.704 as it relates to students. The amended document will retain the student-centered focus on cyberbullying and abuse but will now also address teen dating violence and other forms of sexual harassment.	Required by ORS 339.356, ORS 339.366, and ORS 342.704
4.30.070-P Teen Dating Violence/Domestic Violence Policy	Rescind. The language from the policy will be incorporated into 4.30.060-P. The process referenced in the policy has already been codified in 4.30.072-AD Title IX Student to Student Sex-Based Discrimination and Harassment .	Required by ORS 339.366
5.10.030-P Grievance Procedure-Sex Discrimination	Rescind. This policy was developed in 1976 to outline Title IX grievance procedures. It is out of date and should be rescinded. Title IX procedure has been incorporated into the Workplace Harassment AD and the Title IX ADs (4.30.072-AD Title IX Student to Student Sex-Based Discrimination and Harassment and X.XX.XXX-AD Staff to staff/student Sex-Based Discrimination and Harassment .)	Title IX regulations were promulgated in August, 2020. This policy does not track the current obligations under Title IX. Because the U.S. Dept of Education has recently announced its intention to revisit and revise these regulations, we determined that the Title IX processes for investigations and appeals should sit in an administrative directive rather than a policy, so that they can be readily amended when the law

		changes..
5.10.060-P Workplace Harassment	Revise to add the additional definition of sexual harassment from ORS 342.704 to the definition found in ORS 659A and ORS 243.	Make compliant with ORS 342.704. Required by ORS 659A and ORS 243.
5.10.062 Sexual Harassment-Staff to Student	Rescind. This policy is out of date and does not comply with the current statute. Pertinent items moved to Professional Conduct & Workplace Harassment policies.	Required by 342.704
5.10.064-P Professional Conduct Policy	Revise and renumber. Revisions to include definition of sexual harassment.	Required by 342.704

IV. FISCAL IMPACT

These changes are not expected to have a material financial impact.

V. COMMUNITY ENGAGEMENT

Because the substantive changes made to the policies were driven by legal compliance, no community engagement occurred in this process.

VI. TIMELINE FOR IMPLEMENTATION/EVALUATION and COMMUNICATION PLAN

Staff has already implemented the statutory provisions in their work around workplace/student harassment. PAT has been provided copies of all of the amended policies prior to the last work group meeting of the Board Policy Committee and once the policies have been approved, General Counsel’s office will work with the Title IX department and Human Resources to finalize processes in conformance with these policies and to include communications to students and staff through the Student Rights and Responsibilities and Employee Handbooks.

VII. STAFF RECOMMENDATION

Staff recommends that the Board accept the revision and rescission recommendations put forward in this report and as approved by the Policy Committee.

I. I have reviewed this staff report and concur with the recommendation to the Board.

Approved by Superintendent Direct Report

Signature

Date


ATTACHMENTS

Redline and clean copies of the following documents:

- 1.80.020-P Non-Discrimination/Anti-Harassment Policy
- 4.30.060-P Anti-Harassment Policy
- 5.10.060-P Workplace Harassment Policy
- 5.10.064-P Professional Conduct Policy

Copies of existing policies recommended for rescission:

- 4.30.070-P Teen Dating Violence/Domestic Violence Policy
- 5.10.030-P Grievance Procedure-Sex Discrimination
- 5.10.062 Sexual Harassment-Staff to Student

	<p>BOARD POLICY</p> <p>Non-Discrimination/ Anti-Harassment Policy</p>	<p>1.80.020-P</p>
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Portland Public Schools recognizes the diversity and worth of all individuals and groups and their roles in society.

The District prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race, color, religion, sex, sexual orientation, gender expression or identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veteran's status, or because of the perceived or actual race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status of any other persons with whom the individual associates.

The District prohibits discrimination and harassment in all of its programs and operations, including but not limited to, employment, assignment, and promotion of personnel; educational opportunities and services offered students; student assignment to schools and classes; student discipline; location and use of facilities; educational offerings and materials; and in accommodating the public at public meetings.

Complaints regarding discrimination and harassment may be filed with any District administrator or manager, including Human Resources (complaint line: 503-916-2990 or hrlegal@pps.net), PPS's Title IX Office (Titleix@pps.net), and the Superintendent. In addition, complaints regarding discrimination may be filed with the United States or Oregon Departments of Education Office for Civil Rights. All complaints regarding sexual harassment and sexual violence shall also be forwarded to the Title IX Office. Complaints may be made anonymously; however, corroborating evidence is required for any disciplinary action or other consequences.

Specific information on where to file a complaint can be found here: [\[hyperlink landing page\]](#)

Retaliation, intimidation, harassment, or threats against any person who in good faith reports, is thought to have reported, or


otherwise participates in an investigation of discrimination or harassment is strictly prohibited, regardless of whether a complaint is substantiated. The good-faith initiation of any complaint of discrimination or harassment by a student will not adversely affect a student's school placement or educational learning environment. The good-faith initiation of any complaint of discrimination or harassment by an employee shall not adversely affect any terms or conditions of employment or work environment of the staff complainant. False reports found to be made in bad-faith shall be regarded as a serious offense and may result in disciplinary action or other appropriate sanctions.

The District shall investigate all complaints of discrimination, harassment, and retaliation.

Legal References: ORS 192.630; ORS 326.051; ORS 339.356; ORS 342.700; ORS 342.704; ORS 342.865; ORS 659.850; ORS 659A.006; ORS 659A.029; ORS 659A.030; ORS 659A.133; ORS 659A.270-.290; Title VII of the Civil Rights Act of 1964, as amended, Americans with Disabilities Act, Family Medical Leave Act, Age Discrimination in Employment Act

OSBA: AC

History: Adpt 2/13/97; Amd 9/9/02; Amd 6/17/13; Amd 4/10/18; Amd __/21

	<p>BOARD POLICY</p> <p>Non-Discrimination/ Anti-Harassment Policy</p>	<p>1.80.020-P</p>
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The District prohibits discrimination and harassment in **all of its programs and operations, including** but not limited to, employment, assignment, and promotion of personnel; educational opportunities and services offered students; student assignment to schools and classes; student discipline; location and use of facilities; educational offerings and materials; and in accommodating the public at public meetings.

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Specific information on where to file a complaint can be found here: [hyperlink landing page]

Retaliation, intimidation, harassment, or threats against any

person who in good faith reports, is thought to have reported, or otherwise participates in an investigation of discrimination or harassment is strictly prohibited, regardless of whether a complaint is substantiated. The good-faith initiation of any complaint of discrimination or harassment by a student will not adversely affect a student's school placement or educational learning environment. The good-faith initiation of any complaint of discrimination or harassment by an employee shall not adversely affect any terms or conditions of employment or work environment of the staff complainant. False reports found to be made in bad-faith shall be regarded as a serious offense and may result in disciplinary action or other appropriate sanctions.

The District shall investigate all complaints of discrimination, harassment, and retaliation.

~~District notices regarding non-discrimination and harassment will have contact information for the District's Title IX Coordinator, who shall track all district-related complaints regarding discrimination based on sex, sexual orientation, and gender expression or identity, including reports of sexual harassment and sexual violence. The ¶~~

~~District's Title IX Office may be contacted at titleIX@pps.net.~~

~~The Superintendent will promulgate administrative directives outlining the complaint procedures providing for the prompt and equitable resolution of complaints from and against students, employees, vendors, and the public. These administrative directives will be available on the District's website.~~

Legal References: ORS 192.630; ORS 326.051; ORS 339.356; ORS 342.700; ORS 342.704; ORS 342.865; ORS 659.850; ORS 659A.006; ORS 659A.029; ORS 659A.030; ORS 659A.133; ORS 659A.270-.290; Title VII of the Civil Rights Act of 1964, as amended, Americans with Disabilities Act, Family Medical Leave Act, Age Discrimination in Employment Act

OSBA: AC

History: Adpt 2/13/97; Amd 9/9/02; Amd 6/17/13; Amd 4/10/18; Amd 5___/21

RESOLUTION No. 6329

Resolution to Approve the Amendments to the Student Anti-Harassment and Teen Dating Violence Policy 4.30.060-P

RECITALS

- A. In 2010 the Board of Education adopted a policy for Anti-Harassment that replaced the Harassment and Bullying policy. The policy is renamed and incorporates parts of Teen Dating Violence Policy and legal requirements as it relates to students.
- B. On April 26, 2021; and May 10, 2021, the Board Policy Committee discussed changes to the policy to ensure the policy addresses current state and federal law.
- C. On May 10, 2021, the Policy Committee reviewed the revisions to the policy and recommended that the policy be forwarded to the full Board for adoption.
- D. On May 25, 2021, the Board held a first reading of the proposed policy, and it was posted on the Board website for public comment. There has been no public comment on the proposed policy.

RESOLUTION

The Board of Education hereby approves the Student Anti-Harassment and Teen Dating Violence Policy 4.30.060-P.



PORTLAND PUBLIC SCHOOLS

OFFICE OF General Counsel

501 North Dixon Street / Portland, OR 97227

Telephone: (503) 916-3274

Date: May 18, 2021

To: School Board

From: Liz Large, Contracted General Counsel
Mary Kane, Senior Legal Counsel

Subject: Staff Analysis Report to the Board- Policy Revision and Rescission

Policy # and Name: 1.80.020-P Non-Discrimination/Anti-Harassment Policy
4.30.060-P Anti-Harassment Policy
4.30.070-P Teen Dating Violence/Domestic Violence Policy
5.10.030-P Grievance Procedure-Sex Discrimination
5.10.062 Sexual Harassment-Staff to Student
5.10.060-P Workplace Harassment Policy
5.10.064-P Professional Conduct Policy

I. BACKGROUND

These policies went before the Board for First Reading on May 25, 2021. There has been no public comment, and will be on the agenda for Second Reading and adoption on June 15, 2021.

There have been a number of recent statutory revisions addressing harassment, including sexual harassment, in the workplace and within the educational setting. As we endeavored to incorporate the new requirements into our policies, we realized that this was an opportune time to organize these policies in a way that may provide ease of use for our students and staff. In some instances, policies were joined where there was overlap in content and focus. Other policies were out of date and had been replaced by other policies that were current with state law. A few policies required only that we update the definition of sexual harassment to align with current law.

II. RELATED POLICIES/BEST PRACTICES

It is best practice to review policies regularly to determine whether they reflect current laws and practices. It is also best practice to provide a clear, concise, and legally compliant schedule of policies that is easily accessible and understandable.

III. ANALYSIS OF SITUATION

Staff conducted a review of the District’s policies focused on discrimination and harassment, including sexual harassment, to ensure that updates to state and federal law were accurately reflected in the policies. During the course of the review, it became apparent that some policies were not compliant with current law and others could be incorporated into a single policy. Below is a guide to the changes staff is suggesting for each policy and the rationale supporting these suggestions.

Policy	Proposed Action	Rationale
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4.30.060-P Anti-Harassment	Revise and rename. Revision will incorporate parts of Teen Dating Violence Policy and requirements of ORS 342.704 as it relates to students. The amended document will retain the student-centered focus on cyberbullying and abuse but will now also address teen dating violence and other forms of sexual harassment.	Required by ORS 339.356, ORS 339.366, and ORS 342.704
4.30.070-P Teen Dating Violence/Domestic Violence Policy	Rescind. The language from the policy will be incorporated into 4.30.060-P. The process referenced in the policy has already been codified in 4.30.072-AD Title IX Student to Student Sex-Based Discrimination and Harassment .	Required by ORS 339.366
5.10.030-P Grievance Procedure-Sex Discrimination	Rescind. This policy was developed in 1976 to outline Title IX grievance procedures. It is out of date and should be rescinded. Title IX procedure has been incorporated into the Workplace Harassment AD and the Title IX ADs (4.30.072-AD Title IX Student to Student Sex-Based Discrimination and Harassment and X.XX.XXX-AD Staff to staff/student Sex-Based Discrimination and Harassment .)	Title IX regulations were promulgated in August, 2020. This policy does not track the current obligations under Title IX. Because the U.S. Dept of Education has recently announced its intention to revisit and revise these regulations, we determined that the Title IX processes for investigations and appeals should sit in an administrative directive rather than a policy, so that they can be readily amended when the law

		changes..
5.10.060-P Workplace Harassment	Revise to add the additional definition of sexual harassment from ORS 342.704 to the definition found in ORS 659A and ORS 243.	Make compliant with ORS 342.704. Required by ORS 659A and ORS 243.
5.10.062 Sexual Harassment-Staff to Student	Rescind. This policy is out of date and does not comply with the current statute. Pertinent items moved to Professional Conduct & Workplace Harassment policies.	Required by 342.704
5.10.064-P Professional Conduct Policy	Revise and renumber. Revisions to include definition of sexual harassment.	Required by 342.704

IV. FISCAL IMPACT

These changes are not expected to have a material financial impact.

V. COMMUNITY ENGAGEMENT

Because the substantive changes made to the policies were driven by legal compliance, no community engagement occurred in this process.

VI. TIMELINE FOR IMPLEMENTATION/EVALUATION and COMMUNICATION PLAN

Staff has already implemented the statutory provisions in their work around workplace/student harassment. PAT has been provided copies of all of the amended policies prior to the last work group meeting of the Board Policy Committee and once the policies have been approved, General Counsel’s office will work with the Title IX department and Human Resources to finalize processes in conformance with these policies and to include communications to students and staff through the Student Rights and Responsibilities and Employee Handbooks.

VII. STAFF RECOMMENDATION

Staff recommends that the Board accept the revision and rescission recommendations put forward in this report and as approved by the Policy Committee.

I. I have reviewed this staff report and concur with the recommendation to the Board.

Approved by Superintendent Direct Report

Signature

Date

ATTACHMENTS

Redline and clean copies of the following documents:

- 1.80.020-P Non-Discrimination/Anti-Harassment Policy
- 4.30.060-P Anti-Harassment Policy
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Copies of existing policies recommended for rescission:

- 4.30.070-P Teen Dating Violence/Domestic Violence Policy
- 5.10.030-P Grievance Procedure-Sex Discrimination
- 5.10.062 Sexual Harassment-Staff to Student



BOARD POLICY

4.30.060-P

Student Anti-Harassment and Teen Dating Violence

I. Overview and Scope

Portland Public Schools is committed to providing a safe, positive, and productive learning and working environment. Harassment, including intimidation or bullying, cyberbullying, and sexual harassment, including teen dating violence and domestic violence, are strictly prohibited and shall not be tolerated.

This policy applies to student behavior on school grounds, at any school-sponsored activity, on school-provided transportation, at any official school bus stop, and in all instances that student discipline applies as provided in Student Discipline Procedures 4.30.020-AD [insert hyperlink]. Certain behavior may require the District to follow the procedures outlined in Student to Student Sex-Based Discrimination and Harassment Administrative Directive 4.30.072-AD [insert hyperlink], otherwise, the District will follow the procedures found in the Title IX Student to Student Sex-Based Discrimination and Harassment Administrative Directive 4.30.072-AD. [insert hyperlink]

II. Definitions

A. "Harassment" means all forms of harassment, intimidation or bullying, cyberbullying, and sexual harassment, including but not limited to:

1. Intimidation, or bullying of students: any act that
 - a. substantially interferes with a student's educational benefits, opportunities, or performance and
 - b. has the effect of physically harming a student or damaging a student's property, knowingly placing a student in reasonable fear of physical harm to the student or damage to the student's property, or creating a hostile educational environment, including interfering with the psychological well-being of a student and
 - c. may be based on, but not limited to, the protected class status of a person.
2. Cyberbullying: the use of any electronic communication device to harass, intimidate, or bully.
3. Sexual harassment of students: includes
 - a. a demand for sexual favors in exchange for benefits;



BOARD POLICY

4.30.060-P

Student Anti-Harassment and Teen Dating Violence

b. unwelcome conduct of a sexual nature that has the purpose or effect of unreasonably interfering with a student's educational performance or that creates an intimidating, offensive or hostile educational environment; and

c. assault when sexual contact occurs without a student's consent because the student is under the influence of drugs or alcohol, is unconscious, or is pressured through physical force, coercion, or explicit or implied threats.

4. Teen dating violence:

a. A pattern of behavior in which a person uses or threatens to use physical, mental, or emotional abuse to control another person who is in, or has been in, a dating relationship with the person, where one or both persons are 13 to 19 years of age; or

b. Behavior by which a person uses or threatens to use sexual violence against another person who is in a dating relationship with the person, where one or both persons are 13 to 19 years of age.

5. Domestic violence: abuse between family and household members as defined by ORS 107.705.

B. Protected class: a group of persons distinguished, or perceived to be distinguished, by race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, familial status, source of income, or disability.

C. Retaliation: experiencing an adverse impact after making or supporting a claim of Harassment, including teen dating violence or domestic violence, if the impact would deter a reasonable person from making such a claim.

D. Sexual orientation: an individual's actual or perceived heterosexuality, homosexuality, bisexuality, or gender identity.

E. Gender identity: a person's sense of being male or female regardless of whether the individual's appearance, expression, or behavior differs from that traditionally associated with the individual's sex at birth.



BOARD POLICY

4.30.060-P

Student Anti-Harassment and Teen Dating Violence

III. All schools shall use evidenced-based strategies to maintain school-wide and classroom environments that are safe, promote learning and free of harassment.

IV. Notice of Policy and Resources

A. Notice: Signs, in age appropriate language, explaining the prohibition against harassment, intimidation or bullying, acts of cyberbullying, and retaliation shall be posted in all schools below grade 6. Signs posted in all grade 6 through 12 schools shall include the prohibition against sexual harassment on a sign at least 8.5 by 11 inches in size. It shall also be included annually in the *Guide*, readily available from the district office, and posted on the district website.

B. School-Wide Student Notification: Students shall be informed of the definition of, consequences for, and obligation to report Harassment and retaliation. This can be accomplished in the form of class discussion or activity. It is also found in the Student Rights and Responsibilities Handbook.

V. Reporting Harassment

1. Students who believe they have been subjected to Harassment or retaliation are encouraged to immediately inform a teacher, counselor, administrator, or other District employee. Each school has a School Compliance Officer (SCO) who is responsible to:

a) receive all school-based reports of bullying, harassment & discrimination;

b) conduct safety planning for impacted student(s);

c) act as main point of contact for Title IX reports, investigations & associated interventions;

d) ensure all incidents are cross-reported to DHS, Title IX etc. Current SCO's for each school are posted on www.pps.net/titleix

2. Students who witness or have reliable knowledge of harassment or retaliation against any student should report their concerns to a teacher, counselor, administrator, or District official as soon as possible.

another



BOARD POLICY

4.30.060-P

Student Anti-Harassment and Teen Dating Violence

3. Any District employee who becomes aware of Harassment against any student or who receives such a report shall immediately report the conduct to the school principal or other District administrator. Employees shall also comply with their mandatory reporting obligations.

VI. Consequences for Engaging in Harassment

Students who are found in violation of this directive are subject to disciplinary action ranging from a Level One conference to a Level Four expulsion/delayed expulsion/reassignment or referral. Disciplinary action depends on the number of occurrences and the severity of the offense and as provided in the *Guide to Procedures on Student Responsibilities, Rights and Discipline (Guide)*.

VII. Procedures

Reports and complaints of Harassment, including teen dating and domestic violence, will be investigated by the District following the procedures outlined in the Harassment, Sexual Violence, and Teen Dating Violence Procedures and Prevention – Students Administrative Directive 4.30.071-AD. (HYPERLINK) Students and their parents will be notified in writing of the investigation and will be provided information about resources and supports, including information about civil and criminal remedies, to assist them in the process. [INSERT AD Hyperlink again]

Allegations of retaliation will also be investigated and, if substantiated, may result in discipline.

Students may report Harassment anonymously; however, corroborating evidence is required for any disciplinary action or other consequences.

District employees who have reliable knowledge of prohibited conduct by a student or an adult against any student, shall immediately report their concerns to the appropriate designated school district official. Reports of conduct violating this directive may be made anonymously; however, corroborating evidence is required for any disciplinary action or other consequences.



BOARD POLICY

4.30.060-P

**Student
Anti-Harassment
and Teen Dating Violence**

VIII. Confidentiality

Confidentiality: All complaints shall be handled so that the identity of the complainant and any information obtained as part of the investigation shall be kept confidential to the extent that confidentiality is compatible with a thorough investigation of the complaint and is permitted under the law. The District should strive to protect the identity of the person who files a complaint, encourage the reporting of any violations under this policy. Parents/Guardians of the impacted students will be notified by the District.

Confidentiality of student records: Any disciplinary action taken against a student shall be kept confidential to comply with federal requirements for confidentiality of student records.

Legal References: ORS 339.356; ORS 339.366; ORS 107.705; 342.704

OSBA: JFCF

History: Replaces Harassment & Bullying Policy (4.30.060-P) and Anti-Harassment (4.30.061-AD) Amended 12/10; Amended 2/15;

Adopted: /__/_/21



BOARD POLICY

4.30.060-P

Anti-Harassment Student
Anti-Harassment and Teen
Dating Violence Policy

DRAFT 4/21/21, 5/6/21

I. Overview and Scope

Portland Public Schools is committed to providing a safe, positive, and productive learning and working environment. Harassment, including intimidation or bullying, ~~acts of~~ cyberbullying, and sexual harassment, including teen dating violence and domestic violence, are strictly prohibited and shall not be tolerated ~~in the District~~.

~~This policy applies to student behavior on school grounds, at any school-sponsored activity, on school-provided transportation, at any official school bus stop, and in all instances that student discipline applies as provided in Student Discipline Procedures 4.30.020-AD [insert hyperlink]. Certain behavior may require the District to follow the procedures outlined in Student to Student Sex-Based Discrimination and Harassment Administrative Directive 4.30.072-AD [insert hyperlink], otherwise, the District will follow the procedures found in the Title IX Student to Student Sex-Based Discrimination and Harassment Administrative Directive 4.30.072-AD. [insert hyperlink]~~

~~A:~~

~~B. This directive policy applies:~~

~~To student behavior on school grounds, at any school-sponsored activity, on school-provided transportation, at any official school bus stop, and in all instances that student discipline applies as provided in Student Discipline Procedures 4.30.020-AD [insert hyperlink].~~

~~1. To student behavior prohibited by this policy that substantially disrupts the school environment.~~

~~2. To conduct by all district employees that is between adults, or between adults and students when the student is the victim.[1]~~

~~C. Retaliation against any person who in good faith reports, is thought to have reported, files a complaint, or otherwise participates in an investigation of harassment is strictly prohibited regardless. This~~



BOARD POLICY

4.30.060-P

Anti-Harassment Student Anti-Harassment and Teen Dating Violence Policy

~~prohibition is independent of whether a complaint is substantiated. False reports shall be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions. The good-faith initiation of any complaint of harassment by an employee shall not adversely affect any terms or conditions of employment or work environment of the staff complainant. The good-faith initiation of any complaint of harassment by a student will not adversely affect a student's school placement or educational learning environment.~~

~~The district shall investigate all complaints of harassment and retaliation.~~

~~The District shall investigate all complaints of teen dating violence and shall incorporate age appropriate education about teen dating violence and domestic violence into new or existing training programs for students in grade 7 through 12.~~

~~D. — The district shall incorporate into existing training programs for staff information related to the prevention of, and the appropriate response to, teen dating violence and domestic violence.~~

~~E. — Instances of harassment may also be referred to law enforcement.~~

~~H.~~ **II. Definitions**[2]

~~A.~~ **A.** "Harassment" means all forms of harassment, intimidation or bullying, ~~acts of~~ cyberbullying, and sexual harassment, ~~including but not limited to:-~~

~~1. 1. Harassment, i~~Intimidation, or bullying of students: ~~is~~ any act that

~~a.~~ substantially interferes with a student's educational benefits, opportunities, or performance and

~~b.~~ has the effect of physically harming a student or damaging a student's property, knowingly placing a student in reasonable fear of physical harm to the student or damage to the student's property, or creating a hostile educational environment, including interfering with the psychological well-being of a student and

~~c.~~ may be based on, but not limited to, the protected class



BOARD POLICY

4.30.060-P

**Anti-Harassment Student
Anti-Harassment and Teen
Dating Violence Policy**

status of a person.

~~1.2. Harassment, intimidation, or bullying of staff is conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.~~

~~2.3. Cyberbullying: is the use of any electronic communication device to harass, intimidate, or bully.~~

~~4. Sexual harassment of students: includes~~

~~a. _____ a demand for sexual favors in exchange for benefits; or~~

~~b. _____ unwelcome conduct of a sexual nature that has the purpose or effect of unreasonably interfering with a student's educational performance or that creates an intimidating, offensive or hostile educational environment; and~~

~~3. _____ c. _____ assault when sexual contact occurs without a student's consent because the student is under the influence of drugs or alcohol, is unconscious, or is pressured through physical force, coercion, or explicity or implied threats.~~

~~4. _____ Sexual harassment of employees includes a demand for sexual favors in exchange for benefits or unwelcome conduct of a sexual nature that has the purpose or effect of unreasonably interfering with an employee's performance or that creates an intimidating, hostile, or offensive work environment.~~

~~5. Teen dating violence: means:~~

~~a. A pattern of behavior in which a person uses or threatens to use physical, mental, or emotional abuse to control another person who is in, or has been in, a dating relationship with the person, where one or both persons are 13 to 19 years of age; or~~

~~b. Behavior by which a person uses or threatens to use sexual violence against another person who is in a dating relationship with the person, where one or both persons are 13 to 19 years of age.~~

~~7. _____ Domestic violence: abuse between family and household members as defined by ORS 107.705.~~



BOARD POLICY

4.30.060-P

**Anti-Harassment Student
Anti-Harassment and Teen
Dating Violence Policy**

~~B.~~ B8. "Protected class:" a group of persons distinguished, or perceived to be distinguished, by race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, familial status, source of income, or disability.

~~C.~~ C9. "Retaliation: experiencing an adverse impact after making or supporting a claim of Harassment, including teen dating violence or domestic violence, if the impact would deter a reasonable person from making such a claim.

~~D.~~ D. "Sexual orientation:" an individual's actual or perceived heterosexuality, homosexuality, bisexuality, or gender identity.

~~E.~~ E11. Gender identity:" a person's sense of being male or female regardless of whether the individual's appearance, expression, or behavior differs from that traditionally associated with the individual's sex at birth.



BOARD POLICY

4.30.060-P

**Anti-Harassment Student
Anti-Harassment and Teen
Dating Violence Policy**

III.II. All schools shall use evidenced-based strategies to maintain school-wide and classroom environments that are safe, promote learning and free of harassment.

IV.III. [III. Notice of Policy and Resources]

A. Notice: Signs, in age appropriate language, explaining the prohibition against harassment, intimidation or bullying, acts of cyberbullying, and retaliation shall be posted in all schools below grade 6. Signs posted in all grade 6 through 12 schools shall include the prohibition against sexual harassment on a sign at least 8.5 by 11 inches in size. It shall also be included annually in the *Guide*, readily available from the district office, and posted on the district website.

B. School-Wide Student Notification: Students shall be informed of the definition of, consequences for, and obligation to report Harassment and retaliation. This can be accomplished in the form of class discussion or activity. [It is also found in the Student Rights and Responsibilities Handbook.](#)

B- IV. Reporting Harassment

1. Students who believe they have been subjected to Harassment or retaliation are encouraged to immediately inform a teacher, counselor, administrator, or other District employee. Each school has a School Compliance Officer (SCO) who is responsible to:

- a) receive all school-based reports of bullying, harassment & discrimination;
- b) conduct safety planning for impacted student(s);
- c) act as main point of contact for Title IX reports, investigations & associated interventions;
- d) ensure all incidents are cross-reported to DHS, Title



BOARD POLICY

4.30.060-P

Anti-Harassment Student Anti-Harassment and Teen Dating Violence Policy

IX etc. Current SCO's for each school are posted on
www.pps.net/titleix

2. Students who witness or have reliable knowledge of harassment or retaliation against any student should report their concerns to a teacher, counselor, administrator, or ~~the appropriate designated school another~~ District official as soon as possible.

3. Any District employee^[3] who ~~becomes aware witnesses or has reliable knowledge~~ of Harassment against any student or who receives such a report shall immediately report the conduct to the school principal or ~~designee~~ other District administrator^[4]. Employees shall also comply with their mandatory reporting obligations.

V-IV. **Consequences for Engaging in Harassment**

~~A.~~ Students who are found in violation of this directive are subject to disciplinary action ranging from a Level One conference to a Level Four expulsion/delayed expulsion/reassignment or referral. Disciplinary action depends on the number of occurrences and the severity of the offense and as provided in the *Guide to Procedures on Student Responsibilities, Rights and Discipline (Guide)*.

~~District employees found in violation of this directive are subject to discipline, up to and including dismissal. Licensed employees shall be reported to the Teacher Standards and Practices Commission as provided in OAR 584-020-0041.~~

VI-V. **Procedures**

Reports and complaints of Harassment, including teen dating and domestic violence, will be investigated by the District following the procedures outlined in the Harassment, Sexual Violence, and Teen Dating Violence Procedures and Prevention – Students Administrative Directive 4.30.071-AD. (HYPERLINK) Students and their parents will be notified in writing of the investigation and will be provided information about resources and supports, including information about civil and criminal remedies, to assist them in the



BOARD POLICY

4.30.060-P

Anti-Harassment Student Anti-Harassment and Teen Dating Violence Policy

process. [\[INSERT AD Hyperlink again\]](#)

[Allegations of retaliation will also be investigated and, if substantiated, may result in discipline.](#)

~~A. If a student is the alleged perpetrator of the harassment, the following procedures shall apply:~~

- ~~1. The principal or designee is responsible for investigating claims of student harassment.~~
- ~~2. Upon a report, or knowledge of, an incident of harassment or retaliation, the principal or designee shall assure it is promptly investigated.~~

~~3. Students may report Harassment anonymously; however, corroborating evidence is required for any disciplinary action or other consequences.~~

~~4. Complainants not satisfied with the decision at the school level may request a review of the decision by following the appropriate step in the Complaint Procedure in 4.50.030 P and 4.50.031 AD[5].~~

~~5. If the complaint involves sexual harassment of a student, the District shall notify both the student who initiated the complaint and the student's parents when the investigation is concluded[6].~~

~~B. District employees who have reliable knowledge of prohibited conduct by a student or an adult against any student, shall immediately report their concerns to the appropriate designated school district official. Reports of conduct violating this directive may be made anonymously; however, corroborating evidence is required for any disciplinary action or other consequences.~~

~~If a district employee is the perpetrator of the alleged harassment, the complaint will be resolved through the appropriate Complaint Procedure. Employees not satisfied with the decision regarding their complaint, or employees receiving disciplinary or other consequences may request review through the grievance procedure otherwise generally applicable.[7]~~



	<p>BOARD POLICY</p> <p><u>Anti-Harassment Student</u> <u>Anti-Harassment and Teen</u> <u>Dating Violence Policy</u></p>	<p>4.30.060-P</p>
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~~C.~~

VII.VI. Confidentiality

Confidentiality: All complaints shall be handled so that the identity of the complainant and any information obtained as part of the investigation shall be kept confidential to the extent that confidentiality is compatible with a thorough investigation of the complaint and is permitted under the law. The District should strive to protect the identity of the person who files a complaint, encourage the reporting of any violations under this policy. [Parents/Guardians of the impacted students will be notified by the District.](#)

~~A.~~ Confidentiality of student records: Any disciplinary action taken against a student shall be kept confidential to comply with federal requirements for confidentiality of student records.

[Legal References: ORS 339.356; ORS 339.366; ORS 107.705; 342.704](#)

[OSBA: JFCF and _____](#)

History: Replaces Harassment & Bullying Policy (4.30.060-P) and Anti-Harassment (4.30.061-AD) Amended 12/10; Amended 2/15

RESOLUTION No. 6330

Resolution to Approve the Amendments to the Workplace Harassment Policy 5.10.060-P

RECITALS

- A. In 1997 the Board of Education adopted a policy for Workplace Harassment that addressed the legal requirements of employers for harassment in the workplace. The policy is revised to add the additional legal definition of sexual harassment.
- B. On April 26, 2021; and May 10, 2021, the Board Policy Committee discussed changes to the policy to ensure the policy addresses current state and federal law.
- C. On May 10, 2021, the Policy Committee reviewed the revisions to the policy and recommended that the policy be forwarded to the full Board for adoption.
- D. On May 25, 2021, the Board held a first reading of the proposed policy, and it was posted on the Board website for public comment. There has been no public comment on the proposed policy.

RESOLUTION

The Board of Education hereby approves the Workplace Harassment Policy 5.10.060-P.



PORTLAND PUBLIC SCHOOLS

OFFICE OF General Counsel

501 North Dixon Street / Portland, OR 97227

Telephone: (503) 916-3274

Date: May 18, 2021

To: School Board

From: Liz Large, Contracted General Counsel
Mary Kane, Senior Legal Counsel

Subject: Staff Analysis Report to the Board- Policy Revision and Rescission

Policy # and Name: 1.80.020-P Non-Discrimination/Anti-Harassment Policy
4.30.060-P Anti-Harassment Policy
4.30.070-P Teen Dating Violence/Domestic Violence Policy
5.10.030-P Grievance Procedure-Sex Discrimination
5.10.062 Sexual Harassment-Staff to Student
5.10.060-P Workplace Harassment Policy
5.10.064-P Professional Conduct Policy

I. BACKGROUND

These policies went before the Board for First Reading on May 25, 2021. There has been no public comment, and will be on the agenda for Second Reading and adoption on June 15, 2021.

There have been a number of recent statutory revisions addressing harassment, including sexual harassment, in the workplace and within the educational setting. As we endeavored to incorporate the new requirements into our policies, we realized that this was an opportune time to organize these policies in a way that may provide ease of use for our students and staff. In some instances, policies were joined where there was overlap in content and focus. Other policies were out of date and had been replaced by other policies that were current with state law. A few policies required only that we update the definition of sexual harassment to align with current law.

II. RELATED POLICIES/BEST PRACTICES

It is best practice to review policies regularly to determine whether they reflect current laws and practices. It is also best practice to provide a clear, concise, and legally compliant schedule of policies that is easily accessible and understandable.

III. ANALYSIS OF SITUATION

Staff conducted a review of the District’s policies focused on discrimination and harassment, including sexual harassment, to ensure that updates to state and federal law were accurately reflected in the policies. During the course of the review, it became apparent that some policies were not compliant with current law and others could be incorporated into a single policy. Below is a guide to the changes staff is suggesting for each policy and the rationale supporting these suggestions.

Policy	Proposed Action	Rationale
1.80.020-P Anti-Harassment/NonDiscrimination Policy	Revise to add retaliation language	ORS 659 and ORS 659A prohibit discrimination and retaliation in the workplace and educational settings.
4.30.060-P Anti-Harassment	Revise and rename. Revision will incorporate parts of Teen Dating Violence Policy and requirements of ORS 342.704 as it relates to students. The amended document will retain the student-centered focus on cyberbullying and abuse but will now also address teen dating violence and other forms of sexual harassment.	Required by ORS 339.356, ORS 339.366, and ORS 342.704
4.30.070-P Teen Dating Violence/Domestic Violence Policy	Rescind. The language from the policy will be incorporated into 4.30.060-P. The process referenced in the policy has already been codified in 4.30.072-AD Title IX Student to Student Sex-Based Discrimination and Harassment .	Required by ORS 339.366
5.10.030-P Grievance Procedure-Sex Discrimination	Rescind. This policy was developed in 1976 to outline Title IX grievance procedures. It is out of date and should be rescinded. Title IX procedure has been incorporated into the Workplace Harassment AD and the Title IX ADs (4.30.072-AD Title IX Student to Student Sex-Based Discrimination and Harassment and X.XX.XXX-AD Staff to staff/student Sex-Based Discrimination and Harassment .)	Title IX regulations were promulgated in August, 2020. This policy does not track the current obligations under Title IX. Because the U.S. Dept of Education has recently announced its intention to revisit and revise these regulations, we determined that the Title IX processes for investigations and appeals should sit in an administrative directive rather than a policy, so that they can be readily amended when the law

		changes..
5.10.060-P Workplace Harassment	Revise to add the additional definition of sexual harassment from ORS 342.704 to the definition found in ORS 659A and ORS 243.	Make compliant with ORS 342.704. Required by ORS 659A and ORS 243.
5.10.062 Sexual Harassment-Staff to Student	Rescind. This policy is out of date and does not comply with the current statute. Pertinent items moved to Professional Conduct & Workplace Harassment policies.	Required by 342.704
5.10.064-P Professional Conduct Policy	Revise and renumber. Revisions to include definition of sexual harassment.	Required by 342.704

IV. FISCAL IMPACT

These changes are not expected to have a material financial impact.

V. COMMUNITY ENGAGEMENT

Because the substantive changes made to the policies were driven by legal compliance, no community engagement occurred in this process.

VI. TIMELINE FOR IMPLEMENTATION/EVALUATION and COMMUNICATION PLAN

Staff has already implemented the statutory provisions in their work around workplace/student harassment. PAT has been provided copies of all of the amended policies prior to the last work group meeting of the Board Policy Committee and once the policies have been approved, General Counsel’s office will work with the Title IX department and Human Resources to finalize processes in conformance with these policies and to include communications to students and staff through the Student Rights and Responsibilities and Employee Handbooks.

VII. STAFF RECOMMENDATION

Staff recommends that the Board accept the revision and rescission recommendations put forward in this report and as approved by the Policy Committee.

I. I have reviewed this staff report and concur with the recommendation to the Board.

Approved by Superintendent Direct Report

Signature

Date

ATTACHMENTS

Redline and clean copies of the following documents:

- 1.80.020-P Non-Discrimination/Anti-Harassment Policy
- 4.30.060-P Anti-Harassment Policy
- 5.10.060-P Workplace Harassment Policy
- 5.10.064-P Professional Conduct Policy

Copies of existing policies recommended for rescission:

- 4.30.070-P Teen Dating Violence/Domestic Violence Policy
- 5.10.030-P Grievance Procedure-Sex Discrimination
- 5.10.062 Sexual Harassment-Staff to Student



Workplace Harassment

- (1) All District work environments should be free from any form of harassment, including sexual harassment. All District employees, school board members, volunteers, and contractors, must avoid any conduct or action that could be characterized as harassment of another employee, whether that occurs in the workplace or off District premises.
- (2) Workplace harassment means conduct that constitutes discrimination based on race, color, religion, sex, sexual orientation, national origin, marital status, age, disability, expunged juvenile record, and any other discrimination prohibited by law and includes sexual assault.
- (3) Sexual harassment means unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat, or intimidation and includes any unwelcome sexual advances, requests for sexual favors, physical contact, or any other unwelcome conduct, verbal or nonverbal, of a sexual nature when:
 - (a) The employee's submission to, or rejection of, the conduct is made either an implicit or explicit term or condition of employment (including wages, evaluation, advancement, retention, assigned duties, or other employment-related matters);
 - (b) The conduct by supervisors or other District employees, school board members, contractors, and volunteers, that has the purpose or effect of substantially interfering with an individual's work performance; or
 - (c) The conduct by supervisors or other District employees, school board members, contractors, and volunteers, that has the effect of creating an intimidating, hostile, or offensive working environment.
 - (A) **Verbal conduct** includes sexual innuendos, suggestive comments, jokes of a sexual nature, sexual propositions, and threats.
 - (B) **Nonverbal conduct** includes sexually suggestive objects or pictures, graphic commentaries,



Workplace Harassment

suggestive or insulting noises, obscene gestures, whistling, and leering.

- (C) **Physical conduct** includes unwanted physical contact such as touching, pinching, brushing the body, coerced sexual intercourse, or assault.
- (4) Sexual harassment also includes assault which occurs when sexual contact occurs without a staff member's consent because the staff member is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats.
- (5) No District employee, school board member, contractor, or volunteer may use the authority of their position to subject any employee to sexual harassment, as described above, or to coerce, encourage, or force another into a romantic relationship.
- (6) When it is brought to their attention, administrators and supervisors must take affirmative steps to stop workplace harassment, including sexual harassment of subordinates or non-employees, including warning, discipline, and recommending possible dismissal of the offending staff.
- (7) Any District employee who believes they have been subject to workplace harassment may file a report with
- (a) their supervisor
 - (b) the Human Resources Department Complaint hotline
 - (c) the Oregon Bureau of Labor and Industries' (BOLI) complaint resolution process or
 - (d) through other avenues available under civil or criminal law.

Any person who believes they have been subject to workplace harassment should also make a report of sexual harassment to the Title IX Director for the District.

- (8) All reports of behavior that may violate this policy shall be promptly investigated. The District will make every



Workplace Harassment

reasonable effort to safeguard employee privacy and preserve confidentiality to the extent the investigative process allows.

- (9) The District will not tolerate retaliation by any District employee, school board member, contractor, or volunteer, against any person who in good faith reports conduct believed to constitute workplace harassment. The District may discipline employees who retaliate in violation of this policy, provide false information, or make a complaint in bad faith. The District may take any other action it deems necessary in response to similar conduct from a contractor or volunteer.
- (10) The District may not require or coerce an employee who makes an allegation of workplace harassment to enter into a nondisclosure or nondisparagement agreement unless it complies with ORS 659A.
- (11) District employees who makes a report of workplace harassment shall be provided all information required by law, including, timelines for relief for available administrative or judicial remedies.
- (12) All complaints of harassment directed toward non-employees should be addressed under the District's Nondiscrimination/Anti-Harassment Policy, 1.80.020-P.

Legal References: ORS 659A.001 et seq. ORS 342.700 to 342.708; ORS 342.865
Title VI of the Civil Rights Act of 1964,
Title VII of the Civil Rights Act of 1964,
Title IX of the Education Amendments of 1972, 20 U.S.C.A., 1681-1683
(2018)
Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq.
29 CFR Part 1630

History: Adpt. 9/25/97; Amd. 2/99, 5/20, 5/21

OSBA: GBN/JBA and GBNA

[INSERT Link to AD]

Draft 4/21/21

5.10.060-P Workplace Harassment

- (1) All District work environments should be free from any form of harassment, including sexual harassment. All District employees, school board members, volunteers, and contractors, must avoid any conduct or action that could be characterized as harassment of another employee, whether that occurs in the workplace or off District premises.
- (2) Workplace harassment means conduct that constitutes discrimination based on race, color, religion, sex, sexual orientation, national origin, marital status, age, disability, expunged juvenile record, and any other discrimination prohibited by law and includes sexual assault.
- (3) Sexual ~~harassment~~ ~~assault~~ means unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat, or intimidation and includes any unwelcome sexual advances, requests for sexual favors, physical contact, or any other unwelcome conduct, verbal or nonverbal, of a sexual nature when:
 - (a) The employee's submission to, or rejection of, the conduct is made either an implicit or explicit term or condition of employment (including wages, evaluation, advancement, retention, assigned duties, or other employment-related matters);
 - (b) The conduct by supervisors or other District employees, school board members, contractors, and volunteers, that has the purpose or effect of substantially interfering with an individual's work performance; or
 - (c) The conduct by supervisors or other District employees, school board members, contractors, and volunteers, that has the effect of creating an intimidating, hostile, or offensive working environment.
 - (A) **Verbal conduct** includes sexual innuendos, suggestive comments, jokes of a sexual nature, sexual propositions, and threats.
 - (B) **Nonverbal conduct** includes sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting noises, obscene gestures, whistling, and leering.
 - ~~(C)~~ **Physical conduct** includes unwanted physical contact such as touching, pinching, brushing the body, coerced sexual intercourse, or assault.

~~(C)~~ (4)

(4) Sexual harassment also includes assault which occurs when sexual contact occurs without a staff member's consent because the staff member is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats.

~~(4)~~(5) No District employee, school board member, contractor, or volunteer may use the authority of their position to subject any employee to sexual harassment, as described above, or to coerce, encourage, or force another into a romantic relationship.

~~(5)~~(6) When it is brought to their attention, administrators and supervisors must take affirmative steps to stop workplace harassment, including sexual harassment of subordinates or non-employees, including warning, discipline, and recommending possible dismissal of the offending staff.

~~(6)~~(7) Any District employee who believes they have been subject to workplace harassment may file a report with

- (a) their supervisor
- (b) the Human Resources Department Complaint hotline
- (c) the Oregon Bureau of Labor and Industries' (BOLI) complaint resolution process or
- (d) through other avenues available under civil or criminal law.

~~(e)~~ Any person who believes they have been subject to workplace harassment should also make a report of sexual harassment to the Title IX Director for the District.

~~(7)~~(8) All ~~reports incidents~~ of behavior that may violate this policy shall be promptly investigated. The District will make every reasonable effort to safeguard employee privacy and preserve confidentiality to the extent the investigative process allows.

~~(8)~~(9) The District will not tolerate retaliation by any District employee, school board member, contractor, or volunteer, against any person who in good faith reports conduct believed to constitute workplace harassment. The District may discipline employees who retaliate in violation of this policy, provide false information, or make a complaint in bad faith. The District may take any other action it deems necessary in response to similar conduct from a contractor or volunteer.

(10) The District may not require or coerce an employee who makes an allegation of workplace harassment to enter into a nondisclosure or nondisparagement agreement unless it complies with ORS 659A.

(11) District employees who makes a report of workplace harassment shall be provided all information required by law, including, timelines for

relief for available administrative or judicial remedies.

5.10.060-P

(12) All complaints of harassment directed toward non-employees should be addressed under the District's Nondiscrimination/Anti-Harassment Policy, 1.80.020-P.

Legal References: ORS 659A.001 et seq. ORS 342.700 to 342.708; ORS 342.865
Title VI of the Civil Rights Act of 1964,
Title VII of the Civil Rights Act of 1964,
Title IX of the Education Amendments of 1972, 20 U.S.C.A., 1681-1683 (2018)
Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq. 29 CFR Part 1630

History: Adpt. 9/25/97; Amd. 2/99, 5/20

[INSERT Link to AD]

RESOLUTION No. 6331

Resolution to Approve the Amendments to the Professional Conduct Between Adults and Students Policy 5.10.064-P

RECITALS

- A. In 2019 the Board of Education adopted a policy for Professional Conduct to establish expectations for adults on setting consistent and safe boundaries with students. The policy is revised to include the legal definition of sexual harassment.
- B. On November 16, 2020; December 7, 2020; January 4, 2021; January 25, 2021; April 26, 2021; and May 10, 2021, the Board Policy Committee discussed changes to the policy to ensure the policy addresses current state and federal law.
- C. On May 10, 2021, the Policy Committee reviewed the revisions to the policy and recommended that the policy be forwarded to the full Board for adoption.
- D. On May 25, 2021, the Board held a first reading of the proposed policy, and it was posted on the Board website for public comment. There has been no public comment on the proposed policy.

RESOLUTION

The Board of Education hereby approves the Professional Conduct Between Adults and Students Policy 5.10.064-P.



PORTLAND PUBLIC SCHOOLS

OFFICE OF General Counsel

501 North Dixon Street / Portland, OR 97227

Telephone: (503) 916-3274

Date: May 18, 2021

To: School Board

From: Liz Large, Contracted General Counsel
Mary Kane, Senior Legal Counsel

Subject: Staff Analysis Report to the Board- Policy Revision and Rescission

Policy # and Name: 1.80.020-P Non-Discrimination/Anti-Harassment Policy
4.30.060-P Anti-Harassment Policy
4.30.070-P Teen Dating Violence/Domestic Violence Policy
5.10.030-P Grievance Procedure-Sex Discrimination
5.10.062 Sexual Harassment-Staff to Student
5.10.060-P Workplace Harassment Policy
5.10.064-P Professional Conduct Policy

I. BACKGROUND

These policies went before the Board for First Reading on May 25, 2021. There has been no public comment, and will be on the agenda for Second Reading and adoption on June 15, 2021.

There have been a number of recent statutory revisions addressing harassment, including sexual harassment, in the workplace and within the educational setting. As we endeavored to incorporate the new requirements into our policies, we realized that this was an opportune time to organize these policies in a way that may provide ease of use for our students and staff. In some instances, policies were joined where there was overlap in content and focus. Other policies were out of date and had been replaced by other policies that were current with state law. A few policies required only that we update the definition of sexual harassment to align with current law.

II. RELATED POLICIES/BEST PRACTICES

It is best practice to review policies regularly to determine whether they reflect current laws and practices. It is also best practice to provide a clear, concise, and legally compliant schedule of policies that is easily accessible and understandable.

III. ANALYSIS OF SITUATION

Staff conducted a review of the District’s policies focused on discrimination and harassment, including sexual harassment, to ensure that updates to state and federal law were accurately reflected in the policies. During the course of the review, it became apparent that some policies were not compliant with current law and others could be incorporated into a single policy. Below is a guide to the changes staff is suggesting for each policy and the rationale supporting these suggestions.

Policy	Proposed Action	Rationale
1.80.020-P Anti-Harassment/NonDiscrimination Policy	Revise to add retaliation language	ORS 659 and ORS 659A prohibit discrimination and retaliation in the workplace and educational settings.
4.30.060-P Anti-Harassment	Revise and rename. Revision will incorporate parts of Teen Dating Violence Policy and requirements of ORS 342.704 as it relates to students. The amended document will retain the student-centered focus on cyberbullying and abuse but will now also address teen dating violence and other forms of sexual harassment.	Required by ORS 339.356, ORS 339.366, and ORS 342.704
4.30.070-P Teen Dating Violence/Domestic Violence Policy	Rescind. The language from the policy will be incorporated into 4.30.060-P. The process referenced in the policy has already been codified in 4.30.072-AD Title IX Student to Student Sex-Based Discrimination and Harassment .	Required by ORS 339.366
5.10.030-P Grievance Procedure-Sex Discrimination	Rescind. This policy was developed in 1976 to outline Title IX grievance procedures. It is out of date and should be rescinded. Title IX procedure has been incorporated into the Workplace Harassment AD and the Title IX ADs (4.30.072-AD Title IX Student to Student Sex-Based Discrimination and Harassment and X.XX.XXX-AD Staff to staff/student Sex-Based Discrimination and Harassment .)	Title IX regulations were promulgated in August, 2020. This policy does not track the current obligations under Title IX. Because the U.S. Dept of Education has recently announced its intention to revisit and revise these regulations, we determined that the Title IX processes for investigations and appeals should sit in an administrative directive rather than a policy, so that they can be readily amended when the law

		changes..
5.10.060-P Workplace Harassment	Revise to add the additional definition of sexual harassment from ORS 342.704 to the definition found in ORS 659A and ORS 243.	Make compliant with ORS 342.704. Required by ORS 659A and ORS 243.
5.10.062 Sexual Harassment-Staff to Student	Rescind. This policy is out of date and does not comply with the current statute. Pertinent items moved to Professional Conduct & Workplace Harassment policies.	Required by 342.704
5.10.064-P Professional Conduct Policy	Revise and renumber. Revisions to include definition of sexual harassment.	Required by 342.704

IV. FISCAL IMPACT

These changes are not expected to have a material financial impact.

V. COMMUNITY ENGAGEMENT

Because the substantive changes made to the policies were driven by legal compliance, no community engagement occurred in this process.

VI. TIMELINE FOR IMPLEMENTATION/EVALUATION and COMMUNICATION PLAN

Staff has already implemented the statutory provisions in their work around workplace/student harassment. PAT has been provided copies of all of the amended policies prior to the last work group meeting of the Board Policy Committee and once the policies have been approved, General Counsel’s office will work with the Title IX department and Human Resources to finalize processes in conformance with these policies and to include communications to students and staff through the Student Rights and Responsibilities and Employee Handbooks.

VII. STAFF RECOMMENDATION

Staff recommends that the Board accept the revision and rescission recommendations put forward in this report and as approved by the Policy Committee.

I. I have reviewed this staff report and concur with the recommendation to the Board.

Approved by Superintendent Direct Report

Signature

Date

ATTACHMENTS

Redline and clean copies of the following documents:

- 1.80.020-P Non-Discrimination/Anti-Harassment Policy
- 4.30.060-P Anti-Harassment Policy
- 5.10.060-P Workplace Harassment Policy
- 5.10.064-P Professional Conduct Policy

Copies of existing policies recommended for rescission:

- 4.30.070-P Teen Dating Violence/Domestic Violence Policy
- 5.10.030-P Grievance Procedure-Sex Discrimination
- 5.10.062 Sexual Harassment-Staff to Student



Professional Conduct Between Adults and Students

PURPOSE

District staff show extraordinary dedication and care in their daily work with students. A hallmark of this commitment is the development of strong relationships between adults and students. We believe that:

- A. Children are always learning about healthy relationships, and their most significant learning about relationships comes from how adults behave.
- B. Consistent relationship boundaries help children feel safe. Boundaries help them trust adults and help them know what is healthy behavior.
- C. Children need adults to be adults. Adults' behaviors set the conditions for healthy relationships.
- D. Adults are responsible for creating safe spaces.

The purpose of this policy is to establish common understanding and expectations for all adults in our District on setting consistent and safe boundaries with students. Those boundaries maintain the healthy relationships and safe spaces that students need to thrive.

GENERAL STANDARDS & DEFINITIONS

- A. For purposes of this policy, **except as specifically noted**, "adults" include any and all District employees, coaches, substitutes, contracted service providers, and volunteers in their interactions with students in District schools and programs.
- B. "Student" means any person: (1) Who is: (a) In any grade from pre-kindergarten through grade 12; or (b) Twenty-one years of age or younger and receiving educational or related services from an education provider that is not a post-secondary institution of education; or (2) Who was previously known to the adult covered under this policy as a



Professional Conduct Between Adults and Students

student and who left school or graduated from high school within 90 days of any alleged conduct violating this policy.

- C. For purposes of this policy, the term “legitimate educational purpose” includes matters or communications related to teaching, counseling, athletics, extracurricular activities, social-emotional support that serves the interest of the student, treatment of a student’s physical injury or other medical needs, school administration, or other purposes within the scope of the adult’s employment or other District-related duties.
- D. A “boundary violation” is behavior or interaction by an adult with a student that has no legitimate educational purpose and has the potential to cause harm to the student.
- E. All adults should maintain the highest professional and ethical standards when interacting with students. These standards are defined by the Oregon Teacher Standards and Practices Commission and by District policy.
- F. Volunteers play unique and important roles in students’ lives, and many also have relationships outside the school setting. **This policy applies to volunteers in the context of their volunteer commitment with the District.** The District expects volunteers to maintain appropriate conduct with students when they are engaged in District-authorized activities as outlined in this and other policies.

GUIDELINES FOR INTERACTIONS BETWEEN ADULTS AND STUDENTS

A. General Guidelines and Required Training

The interactions and relationships between adults and students should be based upon respect and trust, an understanding of the appropriate boundaries between adults and students in and outside of the educational setting, and consistency with the educational mission of our schools. Adults may not intrude or appear to intrude on a student’s physical and



Professional Conduct Between Adults and Students

emotional boundaries unless the purpose of the interaction is to serve a legitimate educational purpose.

Adults with direct, unsupervised contact with students are required to complete annual training provided by the District on sexual conduct prevention to provide guidance and establish appropriate professional boundaries for student-adult interactions.

We recognize that forming a relationship with students is an important aspect of teaching; however, adults should not engage in discussions with students when its purpose is to meet the adult's personal needs rather than the student's needs. If a student initiates a discussion about a significant personal or family problem, adults are encouraged to seek guidance from appropriate resources such as their principal or school counselors, as needed.

B. Conduct Outside a School Setting

Adults shall use good judgment in their relationships with students beyond their work responsibilities and/or outside the school setting. Informal and social involvements with individual students should be based on appropriate professional boundaries. Volunteers with community-based relationships with students are not subject to this provision in their relationships with those students in non-District settings. In addition to regular classroom instruction and extracurricular activities, staff members may also act in their professional capacity outside of the school day—for example, in providing before- and after-care, tutoring to improve students' academic skills, mentoring that provides students with positive role models, answering questions about school assignments, hosting school-sanctioned or school-sponsored activities and events. We recognize that adults will also encounter students out in our community in the normal course of their personal lives.

Even during non-school hours, when District employees and third-party contractors are acting in their professional capacity, they must maintain at all times ethical standards consistent with Teachers Standards and Practices



Professional Conduct Between Adults and Students

Commission (TSPC) standards and District policies.

One-to-one tutoring and mentoring offered during school or non-school hours must take place at the school unless the principal or appropriate supervisor has received prior notification of an off-site location and written permission from the parent/guardian has been obtained. Unless otherwise approved by the principal or other District administrator, volunteers on District property must be under the supervision of a District staff member.

C. Appropriate Personal and Community Relationships

There may be circumstances where there is an appropriate personal relationship between staff and a student's family that exists independently of the staff member's position with the District (*e.g.*, when the families' children are friends). This policy is not intended to interfere with such relationships or to limit activities that are normally consistent with such relationships.

The District understands that adults may be involved in other roles in the community through civic, religious, family, athletic, scouting, private tutoring, or other organizations and programs whose participants may include District students. This policy is not intended to interfere with or restrict an adult's ability to serve in those roles; however, staff members are strongly encouraged to maintain professional boundaries appropriate to the nature of the activity with regard to all youth with whom they interact in the course of their community involvement.

D. Appropriate Use of Email, Websites & Social Media

The District allows and supports the use of technology to communicate transparently and for legitimate educational purposes. As with all forms of communication, adults are expected to maintain professional boundaries with students when communicating via electronic communications and social media.



Professional Conduct Between Adults and Students

Staff or students may use approved educational websites if such sites are used solely for legitimate educational purposes.

1. Email Communication

All email communications from employees to students must be through a PPS-provided email address as described in the District's Acceptable Use Policy (8.60.40) and Social Media Administrative Directive 8.60.045-AD.

2. Social Media

District employees who wish to use social media as a tool to assist them in their professional duties must maintain separate accounts for professional and personal social media use and may follow or accept requests to connect from students only through their professional social media presence established consistent with the requirements set forth in the Social Media Administrative Directive 8.60.045-AD. Staff should have no expectation of privacy when communicating to students, including on a social media platform (*e.g.* Facebook, Twitter). Staff should not promise students absolute confidentiality in their communications.

3. Group Text Messages

The use of group text messaging has become a convenient tool for coaches and other staff working with students to relay information. District employees and third-party contractors shall use this method of communication only with both District approval and parental knowledge. Text messages to individual students through District-approved platforms shall contain only information with a legitimate educational purpose.



Professional Conduct Between Adults and Students

E. IN-PERSON INTERACTIONS

1. One-on-one meetings with students

There will be times when adults are alone with students to discuss legitimate educational issues, including discipline or academic performance, for example. When possible, adults should meet one-on-one with students in a public space, such as libraries, open classrooms, or in places observable by others, such as offices or classrooms with windows and unlocked, ajar doors. When supporting students with sensitive issues, as is common for staff such as counselors and social workers, it is appropriate to provide a private setting. To maintain transparency, it is also good practice to let others know when and where meetings with a student will occur.

2. Personal communication with students

Connecting with students and building rapport is an important component to the staff-student relationship, and adults should promote healthy relationships with all students.

There are many times when a staff member's request for personal information is for a legitimate educational purpose. For example, personal reflection, relationships, or experiences are often part of a journaling exercise, and this policy is not intended to interfere with or impede this type of educational activity. It is appropriate for adults to check in with students about their well-being and/or whether they need any support with their school work. This policy does not prohibit that kind of healthy support of students.

If a student discloses information about the student's significant personal or family problems, adults are expected to seek guidance from appropriate resources such as their principal or school counselor, as needed.



**Professional Conduct
Between Adults and Students**

Adults are also expected to bring their concerns to their supervisor's attention when they have reason to believe a student is or may be becoming overly attached to or interested in them or other staff.

3. Traveling with or transporting students

When transporting students to athletic events and other extracurricular activities, adults need to notify the District and the student's parent/guardian of the travel itinerary and may not transport students in a personal vehicle in a non-emergency situation without advance authorization by the District or as defined by the Coaches Handbook (<https://www.pilathletics.com/page/show/5161432-hs-coach-s-handbook>).

If an emergency situation arises that requires a staff member to transport a student without prior approval, the staff member shall alert a direct supervisor and the parent of the situation as soon as practicable.

When traveling out of town, staff must follow the procedure outlined in the Field Trips Administrative Directive (6.50.011-AD). Adults are prohibited from entering a student's hotel room without another adult present, except in an emergency.

4. Physical contact with students

Adults should not initiate any physical contact without a legitimate educational purpose including offering public greetings, positive acknowledgments, or responding to a crisis. There are times when adults have a legitimate educational purpose to initiate physical contact with a student, and noninvasive contact, such as "high fives" or fist bumps to acknowledge a job well done are fine. In other instances, adults may be required to assist an injured student or a



Professional Conduct Between Adults and Students

student with special needs who requires physical assistance. Likewise, adults may need to touch a student's arms or hands to redirect them in an activity. Coaches, music teachers, and other instructors may have a need for physical contact as a method of instruction. Adults need to be aware of what kinds of physical contact with which a student is and is not comfortable and limit physical contact to only that which is necessary for a legitimate purpose. Any physical redirection of students must be pursuant to the District's Physical Restraint and Seclusion Administrative Directive 4.50.060-AD.

5. Respecting student privacy

Adults must honor a student's physical and emotional boundaries unless the interaction serves a legitimate educational purpose or is in response to an emergency.

Examples:

Physical Surroundings: Adults should not invade a student's privacy by entering a restroom, locker room, or other space where a student may not be fully clothed unless it falls within a staff member's regular job duties under an established written protocol, an emergency, or the staff needs to use the facility for a legitimate and intended purpose (*e.g.*, if it is not practical due to distance and time constraints to use a staff-only restroom).

Personal Space: Adults should respect a student's private space and be conscious of a student's cultural and personal boundaries when communicating (*e.g.*, adults should be conscious of standing too close to students when interacting with them).



Professional Conduct Between Adults and Students

6. Exceptions

An emergency or a legitimate educational purpose may justify deviation from professional boundaries set out in this policy. Adults shall be prepared to articulate the reason for any exception from the requirements of this policy and must demonstrate that an appropriate relationship was maintained with the student at all times. Adults must ensure that any exception is narrowly tailored to the circumstances and must report it to their supervisor within 24 hours.

BOUNDARY VIOLATIONS

A boundary violation is behavior or interaction by an adult in a position of power with a student that has no legitimate educational purpose, and has the potential to cause harm to the student.

A. Examples of boundary violations/prohibited conduct

Examples of conduct that violates professional adult/student boundaries in or outside of school hours include, but are not limited to, the following:

1. Any type of conduct that would be considered sexual harassment under the District's Non-Discrimination/Anti-Harassment Policy (1.80.020-P);
2. Having any sexual conduct, including verbal or physical conduct or contact through written or electronic communications, with a student that is a sexual advance or request for a sexual favor or is of a sexual nature and is directed toward the student or that has the effect of unreasonably interfering with the student's educational performance, or of creating an intimidating, hostile, or offensive educational environment; and
3. Assault when sexual contact occurs without a student's consent



Professional Conduct Between Adults and Students

because the student is under the influence of drugs or alcohol, is unconscious, or is pressured through physical force, coercion or explicit or implied threats.

a. Examples of this behavior include, but are not limited to, the following:

- 1) Engaging in a romantic or sexual relationship with a student;
- 2) Dating, flirting with, or propositioning a student;
- 3) Showing pornography to a student;
- 4) Discussing, writing, texting, transmitting, and/or displaying material to students about sexual topics unrelated to curriculum or a legitimate educational purpose;
- 5) Banter, allusions, jokes, or innuendos of a sexual nature with students;
- 6) Patting buttocks or touching other intimate parts of a student;
- 7) Permitting students to engage in behaviors with an adult that cross appropriate physical boundaries, *e.g.*, allowing students to give shoulder massages to the adult or allowing students to sit on an adult's lap;
- 8) Singling out a particular student or students for favoritism, special privileges, or exchanging of gifts beyond the employee-student relationship;
- 9) Disclosing intimate or sexual matters to a student, unless necessary to serve a legitimate educational purpose.

4. Bullying or other violations of the District's Anti-Harassment Policy 4.30.060-P.



Professional Conduct Between Adults and Students

5. Favoring a student when its purpose is to meet the adult's personal needs rather than the student's needs;
6. Inviting individual students to the adult's home without parental notice and approval unless otherwise noted in "Exceptions" section of the policy;
7. Being in the company of students who are consuming alcohol, drugs, or tobacco without intervening and reporting the conduct to appropriate personnel;
8. Sending or accompanying a student on personal errands or travel unrelated to any legitimate educational purpose;
9. Telling a student to keep something secret from other adults;
10. Addressing students or permitting students to address adults with personalized terms of endearment, pet names, or otherwise in an overly familiar manner that may cross appropriate professional boundaries;
11. Giving a student a ride alone in a vehicle in a non-emergency situation; except as permitted under this policy and Field Trips 6.50.011-AD;
12. Engaging in prohibited social media and electronic communications between adults and students as defined by the District's Acceptable Use Policy (8.60.40) and Social Media Administrative Directive 8.60.045-AD.
 - a) Examples of this behavior include, but are not limited to, the following:
 - 1) District employees acting in their District capacity are prohibited from inappropriate online socializing with students, including phone calls, texting, skyping, instant messaging, or use of any other telecommunications method, or from engaging in any conduct that violates the law, District policies,



**Professional Conduct
Between Adults and Students**

or
other generally recognized professional standards.

- 2) Adults shall not communicate with students, for any reason, through use of a medium, blog, or app (software or phone application) that is designed to eliminate all traces or records of the communication (*e.g.*, Snapchat).
- 3) District employees and third-party contractors may not communicate with current students through social media directly or through private messaging tools without both written District approval and parental notice.

DUTY TO REPORT POSSIBLE VIOLATIONS

- A. Adults shall discuss with their building administrator or supervisor whenever they suspect or are unsure whether their conduct, or the conduct of other adults, is inappropriate or constitutes a violation of this policy. If the adult is dissatisfied with the response of the building administrator or supervisor, or does not feel comfortable discussing the situation with those individuals, they may bring it to the attention of the Chief of Human Resources. If the alleged behavior deals with harassment, intimidation, or bullying, the process in Policy 4.30.060-P should be followed. The District will investigate all complaints.

Any District employee who has reasonable cause to believe that another adult has engaged in sexual conduct as defined by Prohibition Against Employee Child Abuse and Sexual Conduct with Students 5.10.063-AD or sexual abuse as defined by statute shall immediately report this behavior to their school compliance officer and to the District Title IX Director. Additionally, any District employee or other mandatory reporter of abuse/neglect who has reasonable cause to believe that a child has been abused must promptly fulfill the mandatory reporting requirements to law enforcement and the Department of Human Services and report the allegation to their principal or supervisor.



Professional Conduct Between Adults and Students

District employees whose conduct violates this policy or who fail to report violations of this policy, may face discipline and/or termination, consistent with the District's policies and applicable collective bargaining agreements.

Violations of this policy by volunteers or contracted service providers may result in a prohibition from working or serving on District properties or with District students in school programs, or may result in contract cancellation. The District shall notify law enforcement of any potentially unlawful conduct, as appropriate.

B. Student/Parent and Guardian Reporting

Students and/or parents/guardians are strongly encouraged to notify the principal or other appropriate administrator if they believe an adult may be engaging in conduct that violates this policy.

CONFIDENTIALITY AND NON-RETALIATION

Staff members making a report of potential boundary violations or other prohibited conduct are specifically advised of the following:

1. They must directly notify a supervisor of the conduct;
2. They are required to maintain confidentiality; and
3. They are neither permitted to investigate nor responsible for investigating whether the conduct is inappropriate.

Confidentiality protects the student(s) as well as the adult who is the subject of the report. Failure to maintain confidentiality may impede the investigation and foster untrue and potentially harmful rumors. False reports are regarded as a serious offense and may result in disciplinary action or other appropriate sanctions.



Board Policy

5.10.064

Professional Conduct Between Adults and Students

The District prohibits retaliation against anyone who makes a good-faith report under this policy. Any District employee who retaliates against any complainant, reporter, or other participant in an investigation may be subject to discipline, up to and including dismissal.

TRAINING

The Superintendent or his/her designee shall develop an annual training for all staff and ensure ongoing review of procedures to support this policy.

Adopted 10/15/2019; Amended 1/___/2021; Amended 5___/2021

Legal Reference: ORS 342.704; ORS 339.370 et seq.



Professional Conduct Between Adults and

PURPOSE

District staff show extraordinary dedication and care in their daily work with students. A hallmark of this commitment is the development of strong relationships between adults and students. We believe that:

- A. Children are always learning about healthy relationships, and their most significant learning about relationships comes from how adults behave.
- B. Consistent relationship boundaries help children feel safe. Boundaries help them trust adults and help them know what is healthy behavior.
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Professional Conduct Between Adults and

student and who left school or graduated from high school within 90 days of any alleged conduct violating this policy.

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GUIDELINES FOR INTERACTIONS BETWEEN ADULTS AND STUDENTS

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Professional Conduct Between Adults and

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Professional Conduct Between Adults and

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D. Appropriate Use of Email, Websites & Social Media

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Professional Conduct Between Adults and

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All email communications from employees to students must be through a PPS-provided email address as described in the District's Acceptable Use Policy (8.60.40) and Social Media Administrative Directive 8.60.045-AD.

2. Social Media

District employees who wish to use social media as a tool to assist them in their professional duties must maintain separate accounts for professional and personal social media use and may follow or accept requests to connect from students only through their professional social media presence established consistent with the requirements set forth in the Social Media Administrative Directive 8.60.045-AD. Staff should have no expectation of privacy when communicating to students, including on a social media platform (*e.g.* Facebook, Twitter). Staff should not promise students absolute confidentiality in their communications.

3. Group Text Messages

The use of group text messaging has become a convenient tool for coaches and other staff working with students to relay information. District employees and third-party contractors shall use this method of communication only with both District approval and parental knowledge. Text messages to individual students through District-approved platforms shall contain only information with a legitimate educational purpose.



Professional Conduct Between Adults and

E. IN-PERSON INTERACTIONS

1. One-on-one meetings with students

There will be times when adults are alone with students to discuss legitimate educational issues, including discipline or academic performance, for example. When possible, adults should meet one-on-one with students in a public space, such as libraries, open classrooms, or in places observable by others, such as offices or classrooms with windows and unlocked, ajar doors. When supporting students with sensitive issues, as is common for staff such as counselors and social workers, it is appropriate to provide a private setting. To maintain transparency, it is also good practice to let others know when and where meetings with a student will occur.

2. Personal communication with students

Connecting with students and building rapport is an important component to the staff-student relationship, and adults should promote healthy relationships with all students.

There are many times when a staff member's request for personal information is for a legitimate educational purpose. For example, personal reflection, relationships, or experiences are often part of a journaling exercise, and this policy is not intended to interfere with or impede this type of educational activity. It is appropriate for adults to check in with students about their well-being and/or whether they need any support with their school work. This policy does not prohibit that kind of healthy support of students.

If a student discloses information about the student's significant personal or family problems, adults are expected to seek guidance from appropriate resources such as their principal or school counselor, as needed.



Professional Conduct Between Adults and

Adults are also expected to bring their concerns to their supervisor's attention when they have reason to believe a student is or may be becoming overly attached to or interested in them or other staff.

3. Traveling with or transporting students

When transporting students to athletic events and other extracurricular activities, adults need to notify the District and the student's parent/guardian of the travel itinerary and may not transport students in a personal vehicle in a non-emergency situation without advance authorization by the District or as defined by the Coaches Handbook (<https://www.pilathletics.com/page/show/5161432-hs-coach-s-handbook>).

If an emergency situation arises that requires a staff member to transport a student without prior approval, the staff member shall alert a direct supervisor and the parent of the situation as soon as practicable.

When traveling out of town, staff must follow the procedure outlined in the Field Trips Administrative Directive (6.50.011-AD). Adults are prohibited from entering a student's hotel room without another adult present, except in an emergency.

4. Physical contact with students

Adults should not initiate any physical contact without a legitimate educational purpose including offering public greetings, positive acknowledgments, or responding to a crisis. There are times when adults have a legitimate educational purpose to initiate physical contact with a student, and noninvasive contact, such as "high fives" or fist bumps to acknowledge a job well done are fine. In other instances, adults may be required to assist an injured student or a



Professional Conduct Between Adults and

student with special needs who requires physical assistance. Likewise, adults may need to touch a student's arms or hands to redirect them in an activity. Coaches, music teachers, and other instructors may have a need for physical contact as a method of instruction. Adults need to be aware of what kinds of physical contact with which a student is and is not comfortable and limit physical contact to only that which is necessary for a legitimate purpose. Any physical redirection of students must be pursuant to the District's Physical Restraint and Seclusion Administrative Directive 4.50.060-AD.

5. Respecting student privacy

Adults must honor a student's physical and emotional boundaries unless the interaction serves a legitimate educational purpose or is in response to an emergency.

Examples:

Physical Surroundings: Adults should not invade a student's privacy by entering a restroom, locker room, or other space where a student may not be fully clothed unless it falls within a staff member's regular job duties under an established written protocol, an emergency, or the staff needs to use the facility for a legitimate and intended purpose (*e.g.*, if it is not practical due to distance and time constraints to use a staff-only restroom).

Personal Space: Adults should respect a student's private space and be conscious of a student's cultural and personal boundaries when communicating (*e.g.*, adults should be conscious of standing too close to students when interacting with them).



**Professional Conduct
Between Adults and**

6. Exceptions

An emergency or a legitimate educational purpose may justify deviation from professional boundaries set out in this policy. Adults shall be prepared to articulate the reason for any exception from the requirements of this policy and must demonstrate that an appropriate relationship was maintained with the student at all times. Adults must ensure that any exception is narrowly tailored to the circumstances and must report it to their supervisor within 24 hours.

BOUNDARY VIOLATIONS

A boundary violation is behavior or interaction by an adult in a position of power with a student that has no legitimate educational purpose, and has the potential to cause harm to the student.

A. Examples of boundary violations/prohibited conduct

Examples of conduct that violates professional adult/student boundaries in or outside of school hours include, but are not limited to, the following:

1. Any type of conduct that would be considered sexual harassment under the District's Non-Discrimination/Anti-Harassment Policy (1.80.020-P);
2. [Having any sexual conduct, including verbal or physical conduct or contact through written or electronic communications, with a student that is a sexual advance or request for a sexual favor or is^{\[1\]} of a sexual nature and is directed toward the student or that has the effect of unreasonably interfering with the student's educational performance, or of creating an intimidating, hostile, or offensive educational environment; \[and\]\(#\)](#)
- 2.3. [Assault when sexual contact occurs without a student's](#)



**Professional Conduct
Between Adults and**

consent because the student is under the influence of drugs or alcohol, is unconscious^[2]^[3], or is pressured through physical force, coercion or explicit or implied threats.



Professional Conduct Between Adults and

- a. Examples of this behavior include, but are not limited to, the following:
- 1) Engaging in a romantic or sexual relationship with a student;
 - 2) Dating, flirting with, or propositioning a student;
 - 3) Showing pornography to a student;
 - 4) Discussing, writing, texting, transmitting, and/or displaying material to students about sexual topics unrelated to curriculum or a legitimate educational purpose;
 - 5) Banter, allusions, jokes, or innuendos of a sexual nature with students;
 - 6) Patting buttocks or touching other intimate parts of a student;
 - 7) Permitting students to engage in behaviors with an adult that cross appropriate physical boundaries, *e.g.*, allowing students to give shoulder massages to the adult or allowing students to sit on an adult's lap;
 - 8) Singling out a particular student or students for favoritism, special privileges, or exchanging of gifts beyond the employee-student relationship;
 - 9) Disclosing intimate or sexual matters to a student, unless necessary to serve a legitimate educational purpose.
- 3-4. Bullying or other violations of the District's Anti-Harassment Policy 4.30.060-P.
- 4-5. Favoring a student when its purpose is to meet the adult's personal needs rather than the student's needs;
- 5-6. Inviting individual students to the adult's home without parental



Professional Conduct Between Adults and

notice and approval unless otherwise noted in “Exceptions” section of the policy;

- ~~6.7.~~ 7. Being in the company of students who are consuming alcohol, drugs, or tobacco without intervening and reporting the conduct to appropriate personnel;
- ~~7.8.~~ 8. Sending or accompanying a student on personal errands or travel unrelated to any legitimate educational purpose;
- ~~8.9.~~ 9. Telling a student to keep something secret from other adults;
- ~~9.10.~~ 10. Addressing students or permitting students to address adults with personalized terms of endearment, pet names, or otherwise in an overly familiar manner that may cross appropriate professional boundaries;
- ~~10.11.~~ 11. Giving a student a ride alone in a vehicle in a non-emergency situation; except as permitted under this policy and Field Trips 6.50.011-AD;
- ~~11.12.~~ 12. Engaging in prohibited social media and electronic communications between adults and students as defined by the District’s Acceptable Use Policy (8.60.40) and Social Media Administrative Directive 8.60.045-AD.

a) Examples of this behavior include, but are not limited to, the following:

- 1) District employees acting in their District capacity are prohibited from inappropriate online socializing with students, including phone calls, texting, skypeing, instant messaging, or use of any other telecommunications method, or from engaging in any conduct that violates the law, District policies, or other generally recognized professional standards.



Professional Conduct Between Adults and

- 2) Adults shall not communicate with students, for any reason, through use of a medium, blog, or app (software or phone application) that is designed to eliminate all traces or records of the communication (*e.g.*, Snapchat).
- 3) District employees and third-party contractors may not communicate with current students through social media directly or through private messaging tools without both written District approval and parental notice.

DUTY TO REPORT POSSIBLE VIOLATIONS

- A. Adults shall discuss with their building administrator or supervisor whenever they suspect or are unsure whether their conduct, or the conduct of other adults, is inappropriate or constitutes a violation of this policy. If the adult is dissatisfied with the response of the building administrator or supervisor, or does not feel comfortable discussing the situation with those individuals, they may bring it to the attention of the Chief of Human Resources. If the alleged behavior deals with harassment, intimidation, or bullying, the process in Policy 4.30.060-P should be followed. The District will investigate all complaints.

Any District employee who has reasonable cause to believe that another adult has engaged in sexual conduct as defined by Prohibition Against Employee Child Abuse and Sexual Conduct with Students 5.10.063-AD or sexual abuse as defined by statute shall immediately report this behavior to their school compliance officer and to the District Title IX Director. Additionally, any District employee or other mandatory reporter of abuse/neglect who has reasonable cause to believe that a child has been abused must promptly fulfill the mandatory reporting requirements to law enforcement and the Department of Human Services and report the allegation to their principal or supervisor.

District employees whose conduct violates this policy or who fail to



Professional Conduct Between Adults and

report violations of this policy, may face discipline and/or termination, consistent with the District's policies and applicable collective bargaining agreements.

Violations of this policy by volunteers or contracted service providers may result in a prohibition from working or serving on District properties or with District students in school programs, or may result in contract cancellation. The District shall notify law enforcement of any potentially unlawful conduct, as appropriate.

B. Student/Parent and Guardian Reporting

Students and/or parents/guardians are strongly encouraged to notify the principal or other appropriate administrator if they believe an adult may be engaging in conduct that violates this policy.

CONFIDENTIALITY AND NON-RETALIATION

Staff members making a report of potential boundary violations or other prohibited conduct are specifically advised of the following:

1. They must directly notify a supervisor of the conduct;
2. They are required to maintain confidentiality; and
3. They are neither permitted to investigate nor responsible for investigating whether the conduct is inappropriate.

Confidentiality protects the student(s) as well as the adult who is the subject of the report. Failure to maintain confidentiality may impede the investigation and foster untrue and potentially harmful rumors. False reports are regarded as a serious offense and may result in disciplinary action or other appropriate sanctions.



Board Policy

5.10.064

Professional Conduct Between Adults and

The District prohibits retaliation against anyone who makes a good-faith report under this policy. Any District employee who retaliates against any complainant, reporter, or other participant in an investigation may be subject to discipline, up to and including dismissal.

TRAINING

The Superintendent or his/her designee shall develop an annual training for all staff and ensure ongoing review of procedures to support this policy.

Adopted 10/15/2019; Amended 1/ /2021; Amended 6 /2021

RESOLUTION No. 6332

Resolution to Rescind Board Policies

- Rescission of:
- i. Teen Dating Violence/Domestic Violence 4.30.070-P
 - ii. Grievance Procedure- Sex Discrimination 5.10.030-P
 - iii. Sexual Harassment- Staff to Student 5.10.062-P

RECITALS

- A. On April 26, 2021; and May 10, 2021, the Board of Education's Policy Committee reviewed and considered the necessity and relevance of:
- i. Teen Dating Violence/Domestic Violence 4.30.070-P
 - ii. Grievance Procedure- Sex Discrimination 5.10.030-P
 - iii. Sexual Harassment- Staff to Student 5.10.062-P
- B. On May 25, 2021, the Board presented the first reading of each of those policies for rescission.
- C. Per District policy, the public comment was open for at least 21 days, and no public comments were received.

RESOLUTION

The Board hereby rescinds each of the following policies:

- i. Teen Dating Violence/Domestic Violence 4.30.070-P
- ii. Grievance Procedure- Sex Discrimination 5.10.030-P
- iii. Sexual Harassment- Staff to Student 5.10.062-P

and instructs the Superintendent to rescind any administrative directives derived from these policies.



PORTLAND PUBLIC SCHOOLS

OFFICE OF General Counsel

501 North Dixon Street / Portland, OR 97227

Telephone: (503) 916-3274

Date: May 18, 2021

To: School Board

From: Liz Large, Contracted General Counsel
Mary Kane, Senior Legal Counsel

Subject: Staff Analysis Report to the Board- Policy Revision and Rescission

Policy # and Name: 1.80.020-P Non-Discrimination/Anti-Harassment Policy
4.30.060-P Anti-Harassment Policy
4.30.070-P Teen Dating Violence/Domestic Violence Policy
5.10.030-P Grievance Procedure-Sex Discrimination
5.10.062 Sexual Harassment-Staff to Student
5.10.060-P Workplace Harassment Policy
5.10.064-P Professional Conduct Policy

I. BACKGROUND

These policies went before the Board for First Reading on May 25, 2021. There has been no public comment, and will be on the agenda for Second Reading and adoption on June 15, 2021.

There have been a number of recent statutory revisions addressing harassment, including sexual harassment, in the workplace and within the educational setting. As we endeavored to incorporate the new requirements into our policies, we realized that this was an opportune time to organize these policies in a way that may provide ease of use for our students and staff. In some instances, policies were joined where there was overlap in content and focus. Other policies were out of date and had been replaced by other policies that were current with state law. A few policies required only that we update the definition of sexual harassment to align with current law.

II. RELATED POLICIES/BEST PRACTICES

It is best practice to review policies regularly to determine whether they reflect current laws and practices. It is also best practice to provide a clear, concise, and legally compliant schedule of policies that is easily accessible and understandable.

III. ANALYSIS OF SITUATION

Staff conducted a review of the District’s policies focused on discrimination and harassment, including sexual harassment, to ensure that updates to state and federal law were accurately reflected in the policies. During the course of the review, it became apparent that some policies were not compliant with current law and others could be incorporated into a single policy. Below is a guide to the changes staff is suggesting for each policy and the rationale supporting these suggestions.

Policy	Proposed Action	Rationale
1.80.020-P Anti-Harassment/NonDiscrimination Policy	Revise to add retaliation language	ORS 659 and ORS 659A prohibit discrimination and retaliation in the workplace and educational settings.
4.30.060-P Anti-Harassment	Revise and rename. Revision will incorporate parts of Teen Dating Violence Policy and requirements of ORS 342.704 as it relates to students. The amended document will retain the student-centered focus on cyberbullying and abuse but will now also address teen dating violence and other forms of sexual harassment.	Required by ORS 339.356, ORS 339.366, and ORS 342.704
4.30.070-P Teen Dating Violence/Domestic Violence Policy	Rescind. The language from the policy will be incorporated into 4.30.060-P. The process referenced in the policy has already been codified in 4.30.072-AD Title IX Student to Student Sex-Based Discrimination and Harassment .	Required by ORS 339.366
5.10.030-P Grievance Procedure-Sex Discrimination	Rescind. This policy was developed in 1976 to outline Title IX grievance procedures. It is out of date and should be rescinded. Title IX procedure has been incorporated into the Workplace Harassment AD and the Title IX ADs (4.30.072-AD Title IX Student to Student Sex-Based Discrimination and Harassment and X.XX.XXX-AD Staff to staff/student Sex-Based Discrimination and Harassment .)	Title IX regulations were promulgated in August, 2020. This policy does not track the current obligations under Title IX. Because the U.S. Dept of Education has recently announced its intention to revisit and revise these regulations, we determined that the Title IX processes for investigations and appeals should sit in an administrative directive rather than a policy, so that they can be readily amended when the law

		changes..
5.10.060-P Workplace Harassment	Revise to add the additional definition of sexual harassment from ORS 342.704 to the definition found in ORS 659A and ORS 243.	Make compliant with ORS 342.704. Required by ORS 659A and ORS 243.
5.10.062 Sexual Harassment-Staff to Student	Rescind. This policy is out of date and does not comply with the current statute. Pertinent items moved to Professional Conduct & Workplace Harassment policies.	Required by 342.704
5.10.064-P Professional Conduct Policy	Revise and renumber. Revisions to include definition of sexual harassment.	Required by 342.704

IV. FISCAL IMPACT

These changes are not expected to have a material financial impact.

V. COMMUNITY ENGAGEMENT

Because the substantive changes made to the policies were driven by legal compliance, no community engagement occurred in this process.

VI. TIMELINE FOR IMPLEMENTATION/EVALUATION and COMMUNICATION PLAN

Staff has already implemented the statutory provisions in their work around workplace/student harassment. PAT has been provided copies of all of the amended policies prior to the last work group meeting of the Board Policy Committee and once the policies have been approved, General Counsel’s office will work with the Title IX department and Human Resources to finalize processes in conformance with these policies and to include communications to students and staff through the Student Rights and Responsibilities and Employee Handbooks.

VII. STAFF RECOMMENDATION

Staff recommends that the Board accept the revision and rescission recommendations put forward in this report and as approved by the Policy Committee.

I. I have reviewed this staff report and concur with the recommendation to the Board.

Approved by Superintendent Direct Report

Signature

Date

ATTACHMENTS

Redline and clean copies of the following documents:

- 1.80.020-P Non-Discrimination/Anti-Harassment Policy
- 4.30.060-P Anti-Harassment Policy
- 5.10.060-P Workplace Harassment Policy
- 5.10.064-P Professional Conduct Policy

Copies of existing policies recommended for rescission:

- 4.30.070-P Teen Dating Violence/Domestic Violence Policy
- 5.10.030-P Grievance Procedure-Sex Discrimination
- 5.10.062 Sexual Harassment-Staff to Student

	<p>BOARD POLICY</p> <p style="text-align: center;">Recommend Rescind</p> <p>Teen Dating Violence/Domestic Violence</p>	<p>4.30.070-P</p>
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I. Overview and Prohibited Conduct

- A. Portland Public Schools is committed to providing a safe, positive, and productive learning environment. Teen dating violence is unacceptable behavior and prohibited.
- B. This policy applies to alleged student behavior on district grounds, at or during any district-sponsored activity, on district-provided transportation, at any official district bus stop, and in all instances that student discipline applies as provided in Student Discipline Procedures 4.30.020-AD, including when student behavior covered in this policy substantially disrupts the school environment.
- C. Retaliation against any person who reports, is thought to have reported, files a complaint, or otherwise participates in an investigation or inquiry is also strictly prohibited. Reports made in bad faith shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions.
- D. The District shall investigate all complaints of teen dating violence. The Superintendent shall be responsible for ensuring the development of administrative directives, including reporting and investigative procedures. The Superintendent shall also appoint a Title IX Coordinator who will be responsible for receiving reports related to teen dating violence.
- E. The district shall incorporate age-appropriate education about teen dating violence and domestic violence into new or existing training programs for students in grade 7 through 12.
- F. The district shall incorporate into existing training programs for staff information related to the prevention of, and the appropriate response to, teen dating violence and domestic violence.

II. Definitions

- A. "Teen dating violence" means:
 - 1. A pattern of behavior in which a person uses or threatens to use physical, mental, or emotional abuse to control another person who is in, or has been in, a dating relationship with the person, where one or both persons are 13 to 19 years or age; or

2. Behavior by which a person uses or threatens to use sexual violence against another person who is in a dating relationship with the person, where one or both persons are 13 to 19 years of age.
- B. "Domestic Violence" means abuse as defined by Oregon Revised Statute 107.705 between family and household members, as those terms are described in ORS 107.705.
 - C. "Retaliation" means harassment, intimidation or bullying, menacing, teen dating violence and acts of cyberbullying toward a person in response to a student for actually or apparently reporting or participating in the investigation of teen dating violence.

Legal References: ORS 339.356; ORS 339.366; ORS 107.705

OSBA: JFCF

History: Adpt 4/10/18

5.10.030-P Grievance Procedure – Sex Discrimination **Recommend Rescind**

The grievance procedure generally applicable to an employee making the complaint may be utilized by such employee for resolution of claims that the district or its personnel have violated, misinterpreted or erroneously applied Section 901 or Section 902, Title IX, of the Education Amendments of 1972, as amended by Public Law 93-568 (20 USC, Sections 1681 and 1682) or valid regulations of the United States Department of Health, Education and Welfare adopted to effectuate such laws contained in 45 CFR, Part 86 (relating to sex discrimination). For such purposes, the complainant shall be deemed an "aggrieved" within the meaning of that term as defined in the applicable grievance procedure, provided that the complainant must be directly affected by the action complained of. The complaint shall be regarded a "grievance" thereunder, but is otherwise subject to the same definitions, exclusions, limitations and procedures as apply to grievances and the processing thereof in the generally applicable grievance procedure. The final level of such grievance procedure shall be at the superintendent level, and the decision of the superintendent shall not be subject to arbitration.

See also additional provisions in negotiated/professional agreements.

Legal References: ORS 243.706; ORS 659.010 (14); OAR 584-020-0040; ORS 342.700; ORS 659.020; OAR 584-020-0041; ORS 342.704; ORS 659.029; ORS 342.708; ORS 659.030; ORS 342.850; ORS 659.040; ORS 342.865; ORS 659.150; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C.A., Section 2000(e) et seq. (West 1985); Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C.A., Section 621 (West 1985); Age Discrimination Act of 1975, as amended, 42 U.S.C.A., Section 6101 (West 1985); Equal Pay Act of 1963, as amended, 29 U.S.C.A., Section 206(d) (West 1985); Title IX of the Education Amendments of 1972, 20 U.S.C.A., Sections 1681, 1682 and 1683 (West 1985); Rehabilitation Act of 1973, 29 U.S.C.A. Sections 504, 791, 793 and 794 (West 1985); Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq. 29 CFR Part 1630

History: Adpt. 7/15/76

5.10.062-P Sexual Harassment – Staff To Student

Recommend Rescind

(1) Sexual Harassment.

- (a) It is the policy of the Portland school district to maintain a school environment free of sexual harassment of students. No student shall be subjected to sexual harassment by its staff and volunteers or its contractors.
- (b) Sexual harassment is a form of sexual discrimination. Sexual discrimination and thus sexual harassment are distinct from sexual abuse and sexual assault.
- (c) Sexual harassment includes conduct, verbal or nonverbal, which denigrates or shows hostility to a student or students by reason of their gender. Examples of sexual harassment include:
 - (A) Language or action demeaning to students on the basis of gender;
 - (B) Ridicule and abuse on the basis of gender;
 - (C) Penalties or disadvantages imposed by reason of gender.
- (d) No employee or volunteer in the Portland school district shall subject any student to sexual harassment or require any student to submit to sexual harassment.
- (e) The district has an obligation to provide training to employees and volunteers in order to prevent sexual harassment of students.
- (f) The superintendent shall establish by regulation an effective complaint process, which shall be referenced in the "Handbook on Student Responsibilities, Rights and Discipline."
 - (A) District staff shall promptly respond to complaints of sexual harassment.
 - (B) District staff shall conduct a thorough, fair and impartial investigation of complaints. The investigation shall examine the instance alleged to determine if it constitutes a crime, professional misconduct, student discipline or need for supervisory action. An investigation shall respect all rights of all parties to a complaint.
 - (C) If investigation determines that corrective action is necessary, the district shall take such action.
 - (D) The district may take appropriate disciplinary action against individual members of the staff or volunteers if there is a true finding of misconduct. Actions taken shall be appropriate to the

5.10.062-P Sexual Harassment – Staff To Student

severity of the misconduct and designed for the purpose of ending misconduct and protecting the learning environment.

(2) Additional Protections.

- (a) It is the policy of the Portland school district that each school shall take affirmative steps to assure that students are not subjected to any form of sexual harassment by staff or volunteers in any school, in any school program or at any time by any district staff or volunteer of their school.
- (b) Sexual harassment for the purposes of this section shall include any attempt by action or words to establish with a student an amorous, sexual, lascivious or lewd relationship, knowingly using lascivious or lewd language or gestures in the presence of a student, or permitting a student to continue acts or statements which can be reasonably perceived as attempting to establish an amorous or sexual relationship with the staff member or volunteer. Staff and volunteers shall promptly report any attempt by a student to establish an amorous or sexual relationship with a staff member or volunteer.
- (c) Staff or volunteers becoming aware of a violation of this section shall report the information to the principal. Principals shall immediately report to the school police for investigation every such incident, which comes to their attention. If staff or volunteers by action or words have attempted to establish with a student an amorous, sexual, lascivious or lewd relationship or permitted a student to continue to pursue such a relationship, it shall be clear grounds for dismissal, and a copy of the school police report documenting the circumstances shall be referred to the Teacher Standards and Practices Commission and the Personnel Office for appropriate action. Making an intentionally false report of sexual harassment shall also be grounds for dismissal. Failure of a staff member or volunteer to promptly report a student's romantic advances shall be handled by the principal.

5.10.062-P Sexual Harassment – Staff To Student

Legal References: ORS 243.706; ORS 659.010 (14); OAR 584-020-0040; ORS 342.700; ORS 659.020; OAR 584-020-0041; ORS 342.704; ORS 659.029; ORS 342.708; ORS 659.030; ORS 342.850; ORS 659.040; ORS 342.865; ORS 659.150; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C.A., Section 2000(e) et seq. (West 1985); Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C.A., Section 621 (West 1985); Age Discrimination Act of 1975, as amended, 42 U.S.C.A., Section 6101 (West 1985); Equal Pay Act of 1963, as amended, 29 U.S.C.A., Section 206(d) (West 1985); Title IX of the Education Amendments of 1972, 20 U.S.C.A., Sections 1681, 1682 and 1683 (West 1985); Rehabilitation Act of 1973, 29 U.S.C.A. Sections 504, 791, 793 and 794 (West 1985); Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq. 29 CFR Part 1630

History: Adpt. 8/11/94

