

Special Meeting and Budget Work
Session
Tuesday, February 20, 2024 6:00 PM

Dr. Matthew Prophet Education Center
501 N. Dixon St.
Portland, OR 97227

Agenda

1. **6:00 pm - Portland Federation of School Professionals and School District No. 1J, Multnomah County, Oregon, Ratification of the Collective Bargaining Agreement 2023 - 2026 (Resolution 6860)** Vote - Public comment accepted
2. **6:10 pm - Resolution Authorizing Portland Public Schools to Prepare for the Sale of the Dr. Matthew Prophet Education Center (Resolution 6861)** Vote - Public comment accepted
3. **6:25 pm - Adoption of the 2024-2025 School Calendar (Resolution 6858)** Vote - Public comment accepted
4. **6:30 pm - Referral of Levy (Resolution 6859)** Vote - Public comment accepted
5. **6:40 pm - Consent Agenda** Vote - Public comment accepted
 - 5.(a) Resolution 6834 - to Adopt Ethics and Conflict of Interest Policy
 - 5.(b) Resolution 6846 - Authorizing Off-campus Activities
 - 5.(c) Resolution 6847 - Approval of Head Start Policy Council Recommendation (Self Assessment Timeline)
 - 5.(d) Resolution 6848 - Approval of Head Start Policy Council Recommendation (Annual Report)
 - 5.(e) Resolution 6849 - Approval of Head Start Policy Council Recommendation (Student Attendance Policy)
 - 5.(f) Resolution 6850 - Approval of Head Start Policy Council Recommendation (Sick Child Policy)
 - 5.(g) Resolution 6851 - Approval of Head Start Policy Council Recommendation (Mealtime Policy)
 - 5.(h) Resolution 6852 - Approval of Head Start Policy Council Recommendation (Field Trip Policy)
 - 5.(i) Resolution 6853 - Approval of Head Start Policy Council Recommendation (Site and Service Workbook)
 - 5.(j) Resolution 6854 - Adoption of the Index to the Minutes
 - 5.(k) Resolution 6855 - Expenditure Contracts that Exceed Delegation of Authority
 - 5.(l) Resolution 6856 - Revenue Contracts that Exceed Delegation of Authority
 - 5.(m) Resolution 6857 - Resolution to Authorize a Lease Agreement with Portland Parks and Recreation for Grant High School Athletic Track and Fields
6. Resolution 6845 - Dismissal of a Contract Educator
7. **6:45 pm - School Board Budget Work Session**

RESOLUTION No. 6860

Portland Federation of School Professionals and School District No. 1J, Multnomah County, Oregon,
Ratification of the Collective Bargaining Agreement 2023 - 2026

RECITALS

The Collective Bargaining Agreement between Portland Public Schools and the Portland Federation of School Professionals (PFSP) expired on June 30, 2023.

RESOLUTION

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

2023- 2026 AGREEMENT



Portland Federation
of School Professionals



School District No. 1 Multnomah County, Oregon

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AGREEMENT
between
PORTLAND FEDERATION OF SCHOOL PROFESSIONALS
and
SCHOOL DISTRICT NO. 1, MULTNOMAH
COUNTY OREGON

AGREEMENT BETWEEN PORTLAND FEDERATION OF SCHOOL PROFESSIONALS, LOCAL NO. 111, (KNOWN PRIOR TO JULY 1, 2011 AS PORTLAND FEDERATION OF TEACHERS AND CLASSIFIED EMPLOYEES, PFTCE) AFFILIATED WITH THE AMERICAN FEDERATION OF TEACHERS-OREGON, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (HEREINAFTER CALLED "FEDERATION") AND SCHOOL DISTRICT NO. 1, MULTNOMAH COUNTY, OREGON (HEREINAFTER CALLED "DISTRICT") MADE ON THE AUTHORITY OF ITS BOARD OF DIRECTORS (HEREINAFTER CALLED "BOARD").

ARTICLE 1 – RECOGNITION

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The Board recognizes the Federation as the sole and exclusive bargaining representative, as certified by the Oregon Employment Relations Board, for, and this Agreement shall apply to all employees specified in the Appendices of this Agreement and those subsequently recognized or certified. Such recognition excludes:

1. Employees determined as confidential or supervisors as defined in ORS 243.650 (Chapter 536 Oregon Laws, 1973);
2. Substitute employees; and
3. Student volunteers.
4. A volunteer or student volunteer shall not be used for the purpose of replacing an employee in an approved position.
5. Temporary Employees. A temporary employee is one who is hired to fill a position with a duration of ninety (90) consecutive days, or less, or to replace a regular employee on an approved leave of absence or absence due to an on the job injury.

ARTICLE 2 – STATUS OF AGREEMENT

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4.26.23

- A. This Agreement shall modify, replace or add to any policies, rules, regulations, procedures, or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and become part of the established policies, rules, regulations, practices and procedures of the District.
- B. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court or agency of competent jurisdiction, all other provisions of this Agreement shall continue in effect. Only the subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by this Agreement.
- C. There shall be four (4) signed copies of the final Agreement for the purpose of records. Two (2) shall be retained by the Board, two (2) by the Federation.
- D. Within sixty (60) days following the signing of this Agreement, the District shall provide 250 copies of this Agreement to the Federation and make a copy of the Agreement available electronically.
- E. The parties acknowledge that during negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subjects appropriate for bargaining, and that the understandings and agreements arrived at by the parties

are set forth in this Agreement. Therefore, except as otherwise expressly provided for in this Agreement, the Board and the Federation agree that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter during the term of the Agreement.

ARTICLE 3 – CONTRACT ADMINISTRATION

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- A. Representatives of the Federation and the District may meet at mutually agreed upon times and places for the purpose of reviewing the administration of the contract in force and attempting to resolve any problems that may arise thereunder. Release time without loss of pay shall be provided to a maximum of three (3) Federation representatives to attend such meetings.
- B. Neither party shall have any control over the selection of the representatives of the other party. Other problems which may be of concern to either the District or the Federation may be placed on the agenda by mutual consent.
- C. These meetings are not intended to bypass the grievance procedure, and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. The Federation may, however, present the problems on behalf of the group of employees which involves an alleged violation of this Agreement.

ARTICLE 4 – FEDERATION RIGHTS

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- A. The Federation, through its representatives, shall have the right to transact official Federation business relevant to employees on school district property at all reasonable times, provided that it does not interfere with or interrupt classes or other normal school district operations. Such rooms or other appropriate meeting facilities shall be made available for Federation use as requested without charge to the Federation, except that the District may make a reasonable charge when special service is required beyond normal operational practice.
- B. The Federation and its building representatives shall have the right to use school district facilities and equipment, at reasonable times, when the same are not otherwise in use. This shall not include use of, or access its HRMS, purchasing and inventory administration systems. The Federation agrees to pay costs of all materials and supplies incidental to such use.
- C. The District shall permit Federation representatives to visit the school district buildings. Federation representatives shall make known their presence to the appropriate authority in the building. Employee conferences, should they become necessary, shall be scheduled so as not to interfere with work assignments or disrupt normal school district functions.
- D. The Federation shall have the right to make announcements at employee staff meetings or by use of any existing communication procedures not ordinarily available to students.
- E. The Federation and its representatives shall have the right to post notices of activities and matters of Federation business and concern on staff bulletin boards. At least one such bulletin

board shall be in each school district building. The Federation may use the District mailboxes for communications.

- F. The District shall make available to the Federation, upon written request to the Office of the Superintendent, any and all reasonably available information, statistics and records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement. Should such requests exceed 50 pages of copied material per month, the Federation shall, upon written request, reimburse the District for the excess copies at the rate of ten cents (\$.10) per page. This provision does not apply to, nor include, the periodic lists of bargaining unit members that are provided for the administration.
- G. The District agrees to provide the Federation with the name, address and cost center of all unit members by October 10th of each school year. Thereafter, a listing of the name, address, work site, position, and home phone number, if available, of newly hired employees shall be provided on a monthly basis.
- H. The Federation shall be provided time on the agenda of each regular board meeting for brief comments. If the Federation has a formal presentation, it shall be afforded a reasonable amount of time as determined by the Board. Subject to the time line for notification established by the District, the Federation shall notify the Office of the Superintendent of the proposed length of the Federation's formal presentation, the subject matter thereof, and any specific action to be required from the Board or administration at the meeting. The Federation agrees not to use its rights under this Section for the purpose of collective bargaining with the Board or any of its members, or for discussing matters that the Board believes to be of primary concern to employees covered by other bargaining agreements.
- I. The Federation shall be given time on the agenda of any general orientation meeting conducted by the District for new employees covered under this Agreement. The Federation shall also be given an opportunity to provide input in the planning and development of such orientation meetings.
- J. A Federation appointed representative at work sites having eight (8) or more bargaining unit members shall be allowed release time of up to forty-five (45) minutes or one (1) class period, whichever is less, per month for the purpose of attending to matters relating to this Agreement. Such representatives must be employed for seven (7) hours or more per day. Designation of such periods must be agreed to by the work site administrator and shall not interfere with educational or other work activities.
- K. In the event the District creates a new job classification (i.e., by assignment of an existing employee or the hiring of a new employee to such a newly created classification) which is neither supervisory nor confidential, the Federation shall be notified, with not less than thirty (30) days' written notice, of the job title, job description, and proposed salary range. Such notice shall include a declaration as to the District's determination as to the bargaining unit status of the new classification.

The District shall inform the Federation, with not less than thirty (30) days' written notice, when it proposes to eliminate an existing job classification or proposes to remove a position from the bargaining unit.

- L. Upon request by the Union up to six bargaining unit members shall be released from their daily job assignments for the purpose of attending bargaining sessions for bargaining successor collective bargaining agreements.
- M. All newly hired employees represented by the Federation will be offered the choice of a hard copy of the Agreement or a link to the Agreement online. PPS will retain 100 copies of the 500 copies provided for in Article 2 for this purpose.
- N. The District and PFSP recognize the law that is HB 2016.

ARTICLE 5 – NON-DISCRIMINATION

TA'd CCL

In administering the terms and conditions of this Agreement, the parties agree to comply with applicable state and/or federal statutes and/or regulations regarding nondiscrimination, i.e., on the basis of age, sex, sexual orientation, religion, race, physical handicap, marital status, political activity and affiliation. It is the expressed intent of the Federation, in executing this Agreement, that the Board and its designees shall retain sole control and direction over the District's compliance with such laws and/or regulations and that this Article shall in no way be interpreted as affecting the application thereof. The Federation shall use its best efforts to direct employees complaining of such discrimination to appropriate District administrative remedies. It is the intention of the parties that the interpretation given to this Article shall be consistent with the proper interpretation of the provision of the Oregon Fair Employment Practices Law contained in ORS 659.030. This article is not subject to the grievance procedure.

ARTICLE 6 – MAINTENANCE OF BENEFITS

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No employee covered by this Agreement shall suffer any reduction in rate of pay or benefits as a result of the execution of this Agreement unless such rate of pay or benefits are set forth in this Agreement.

ARTICLE 7 – MANAGEMENT RIGHTS CLAUSE

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Except as otherwise provided in this Agreement, the Federation agrees that the Board and its designees shall retain control and direction over all matters of inherent managerial policy. Such matters shall include, but are not limited to:

- A. The executive management and administrative control of the school system, and its functions and programs, including the development of budgets and actions as may be necessary to meet emergency situations;

- B. Hire all employees and determine their qualifications and the conditions of their continued employment, their training, and any discipline, dismissal, demotion, promotion, or transfer;
- C. Assign and direct the work and work location of all employees, and determine the number of shifts and hours and days of work and starting times and the scheduling of all employees;
- D. Determine the policy affecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria;
- E. Establish the work year and school calendar;
- F. Determine the services, supplies and equipment necessary to continue operations and determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including any changes, automation, or institution of new methods or processes;
- G. Adopt rules and regulations;
- H. Determine the location or relocation of facilities, including the establishment or relocations of schools, buildings, departments, divisions, or subdivisions and the relocation or closing of offices, departments, schools, programs, divisions or subdivision, buildings or other facilities;
- I. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
- J. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
- K. Determine the size of the management organization, its functions, authority, and amount of supervision, and table of organization; and
- L. Select and utilize technology.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific written terms of this Agreement and are subject to the duty to bargain under ORS 243.650 et. seq. Whenever practicable, the District shall inform the Federation of any significant actions affecting employees covered by this Agreement.

ARTICLE 8 – NO STRIKE CLAUSE

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- A. During the life of this Agreement, neither the Federation nor any employees represented by the Federation will authorize, cause, engage in, or sanction any form of illegal concerted work stoppage, boycott, picketing, or any other interruption of work at, within, or concerning any

facilities or operations of the school district. Nothing shall impose any obligation on the District to compensate employees for absences resulting from concerted work stoppage.

- B. In the event of a labor dispute between the District and employees not covered by this Agreement, the provisions of Section A will remain in effect; provided however, that in the event of a strike by such employees, the District shall not require employees covered by this Agreement to perform work which is usually performed by striking employees unless such work is also inherent to employees covered by this Agreement.

ARTICLE 9 – PAYROLL DEDUCTIONS

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A. PAYROLL DEDUCTIONS

1. Any employee in the bargaining unit who is a member of the Federation, or who has applied for membership, may sign and deliver through the Federation to the District's Payroll Office an assignment authorizing deduction of membership dues in the Federation. Such authorization will continue from year to year unless revoked in writing. Pursuant to such authorization, the District shall deduct the regular monthly dues from a regular salary check of the employees during each calendar month. With respect to all sums deducted by the District pursuant to said authorizations, the District agrees to remit such sums within five (5) working days from the end of the calendar month in which the deduction was made.
 2. Any employee in the bargaining unit who has applied for Political Action Fund (PAF) payroll deduction, may sign and deliver through the Federation to the District's Payroll Office an assignment authorizing deduction in addition to their regular membership dues amount. The new total amount authorized to be deducted will be given in writing to the District's Payroll Office. Such authorization will continue in effect from year to year unless revoked or changed in writing from the Federation Office to the District Payroll Office. Pursuant to such authorization, the District shall deduct the regular monthly amount from a regular salary check of the employees during each calendar month. With respect to all sums deducted by the District pursuant to said authorization, the District agrees to remit such sums within five (5) working days from the end of the calendar month in which the deduction was made.
- B. Upon appropriate written request from an employee, the District shall deduct from the salary of the employee and make appropriate remittance for the following approved deductions:
- Approved Charitable Organizations
 - Medical Insurance (School District #1 Health & Welfare Trust) Fixed or Variable Tax Deferred Annuity Plans
 - I.R.C. Section 125 Flexible Spending Account Plan

The District shall perform the same service for Federation members for any insurance plans offered exclusively by the Federation for Federation members, within the software and hardware constraints of the District payroll system.

Upon appropriate written request from an employee, the District shall deduct from the salary of the employee and make direct deposit to a checking and/or savings account.

- C. The District may withhold from an employee's final paycheck any amount of overpayment that results from an employee who has been issued equal monthly paychecks pursuant to Article 25.B and has terminated employment during the school year. The District warrants and agrees to indemnify, defend, and hold the Federation harmless for any withholding under this Section (Article 9, Section D).

ARTICLE 10 – PERSONNEL FILE

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- A. Each employee shall have the right, upon request, to review the contents of the District's official personnel file. Materials received prior to the date of employment by the District are excluded from employee review. One such official personnel file shall be maintained by the District.
- B. A representative of the Federation may, at the employee's request, accompany the employee and/or review their personnel file. The employee may respond to or answer any document in the file. The response shall be placed therein and attached to the document to which it is related.
- C. A representative of the Federation shall have access to an employee's personnel file in order to perform their duties as the exclusive bargaining representative of bargaining unit members.
- D. An employee will be provided with a copy of any materials placed in their official personnel file by the District.
- E. Anonymous materials shall not be placed in the official personnel file.
- F. An employee may request in writing to the Human Resources department that oral warnings or oral reprimands be removed from their official personnel file and building/department file after two (2) years, provided that no subsequent such entries have been made into official personnel file.
- G. The employee may place in their file any material that they feel is pertinent to their professional career, performance and qualifications.
- H. Any official grievance filed by any employee shall not be placed in the official personnel file of the employee, and shall not be used in any connection with or recommendation for job placement or performance.

ARTICLE 11 – JOB DESCRIPTIONS/POSITION GUIDE

- A. Employees new to the District and/or a worksite shall be given a copy of the District’s job description applicable to their job classification. Employees will receive a copy of their job description upon request made to the Human Resources Department within thirty (30) days of the request.
- B. Upon assignment to a new worksite or request by an employee, the supervisor shall, within thirty (30) days, provide and review with the employee a written “position guide” or list of job duties outlining the specific duties and responsibilities of the employee’s work assignment. A copy of such position guide shall be placed in the employee’s official personnel file. An employee who believes that a substantial discrepancy exists between their written “position guide” and the District’s job description applicable to their job classification may request a review as provided by Article 13.
- C. Educational Assistants, Paraeducators, and Library Assistants shall be under the direction of a teacher or licensed staff member. Educational Assistants and Paraeducators assigned to a classroom shall be supportive of the teacher but shall not develop lesson plans or instructional programs. Lesson plans shall be in an area accessible for Educational Assistants and Paraeducators. Library Assistants shall not develop lesson plans or instructional programs. Such employees shall be given administrative support in dealing with disruptive students.
- D. The District will conduct an annual orientation program within the first ninety (90) days of each school year. The District will continue to meet its obligations under ORS 243.804(1)(b) related to the Federation’s right to meet with employees during new hire orientations.
- E. Local school building office personnel shall not be responsible for actual discipline of students. Local school building office personnel will be responsible for monitoring students while they are in the office, but will not be solely responsible for the supervision of students during suspension or other prolonged periods where the need for supervision is identified. An employee can request assistance from the administrator or their designee.

ARTICLE 12 – POSITION VACANCIES AND ANNOUNCEMENTS

- A. Vacant positions which the District anticipates will continue for more than six (6) months shall be posted, for the purpose of providing opportunity to existing employees to make application for such positions. Such positions shall be posted for not less than five (5) workdays providing that the delivery of services would not be substantially disrupted by delay caused by the posting. Educational assistant and paraeducator vacancies of six (6) hours or more for the subsequent school year which become known between April 1 and July 15 shall be posted by the District.
- B. Except where provided elsewhere in this Article, bargaining unit members shall be entitled to apply for any posted position. Employees who are interviewed shall be notified of the outcome promptly following any final decision by the District.
- C. Vacant positions need not be posted when:

1. The vacancy is to be filled by assignment or promotion of a regular employee.
 2. The position to be filled is by an employee, who is unassigned, or an employee returning from a leave of absence, or an employee having recall rights from layoff.
 3. The position is less than three (3) hours.
 4. The vacancy is to be filled by the administration initiated transfer of an employee. The reason for such transfer shall be discussed with the employee, and, whenever possible, the employee's preferences shall be considered. The Federation shall be notified of such transfers.
 5. The vacancy is to be filled by the employee who had been bumped from that position.
 6. The vacancy for the subsequent year became known after July 15 and prior to the beginning of the position's work year.
- D. Nothing in this Article shall be interpreted as restricting the District in determining who is selected to fill a vacancy. The selection decision by the District shall not be grievable.
- E. The District shall provide the Federation with the names of the persons hired for positions posted as required by this Article.
- F. Employees may make their transfer preferences known through the applicant management system. The District retains sole discretion to grant or deny transfer requests. Transfer requests are not subject to the grievance procedure.
- G. An employee who requests and accepts a transfer is not eligible to apply for a subsequent transfer to a comparable position within the same school year. Employees remain eligible to apply to positions for the purpose of promotion or increase in hours within the same school year, even if they have already transferred.
- H. Employees permanently transferred to a new worksite due to program needs shall be given at least five working (5) days' notice prior to the transfer taking place, unless the transfer is necessary to meet a specific, unforeseeable student need.

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ARTICLE 13 – PROMOTIONS AND RECLASSIFICATIONS

- A. An employee who is promoted to a position of higher classification, but after a reasonable period of time not exceeding six (6) months is unable to demonstrate a satisfactory level of performance in that position, shall be entitled to return to a position comparable to the one held prior to their

promotion providing a vacancy exists. In such case, the employee will be placed on the salary schedule at the salary step they would have realized had the promotion not occurred.

- B. For the purpose of this Article, “promotion” shall mean the assignment of an employee from their present position to a position having a higher salary classification than the one previously held as the result of being selected for an open position. Reclassification shall mean that a position occupied by an employee is changed to a higher salary classification but the employee remains in the position. An employee who is promoted or reclassified will be salary placed using the initial salary placement process in Article 25.C.
- C. An employee temporarily assigned the full duties and responsibilities of a higher salary level position for more than five (5) days shall be paid a minimum of five percent (5%) above their current hourly rate or the first step of the higher classification, whichever is the greatest, retroactive to the first day of the temporary assignment.
- D. Employee requests for job assignment classification review shall be identified on the Contract Admin log. The outcome of the classification review shall be shared with the Federation prior to the District informing the employee of the outcome. If further discussion is necessary it will take place at Contract Admin. If it is determined that a change in classification is justified, the position shall either be reclassified or the work assignment restructured to comply with the existing classification. The effective date for any salary increase shall be the first day of the next pay period in which the original request for reclassification was made by the employee, provided the employee complied with the procedures for requesting a classification review.

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ARTICLE 14 – CAREER DEVELOPMENT AND JOB TRAINING

- A. The District shall establish a career development fund in the amount of Fifty Thousand Dollars (\$50,000.00) per contract year for the purpose of assisting employees seeking to upgrade and gain new skills. This fund shall be allocated as follows: \$7,000.00 for Occupational Therapists, Physical Therapists, Certified Occupational Therapy Assistants (COTAs), and Physical Therapy Assistants (PTAs), \$4,000.00 for Sign Language Interpreters and \$39,000.00 for all other bargaining unit members.
 - 1. Half of the funds will be available July through December of each year. The remaining half will be available January through June of each year. Any funds not used during the first half of the year shall carryover to the second half of the year. Uses of such funds shall be for the cost of enrollment in workshops, seminars, conferences, college courses, or testing fees related to public education or work performed by members of the bargaining unit. The fund may not be used for travel, lodging and meals unless the cost of the meal is included in the fee for attending the workshop, conference or seminar.
 - 2. Requests for use of funds must be submitted through the employee’s supervisor with final approval by the Human Resources Department prior to taking the course. The Federation

shall receive a report at the end of each semester containing the requests submitted to the supervisor and the final decision of the Human Resources Department. To receive reimbursement, an employee must provide verification of successful completion of the work as soon as possible following completion of the work. Reimbursement will be made no later than twenty (20) business days following the submission of all required documentation.

3. Up to Five Thousand Dollars (\$5,000) per year of the CD funds may be used to pay for substitutes for those taking job-related trainings for which CD funds have been accessed.
 4. Should a PFSP employee receive a “University Reduced Enrollment Fee Privilege” (voucher) via PPS lottery for two-thirds ($\frac{2}{3}$) of a course instructional fee, they may apply for the remaining one-third ($\frac{1}{3}$) to be paid from Career Development funds up to their personal maximum of \$750 per fiscal year. The District will approve the request contingent upon the availability of funds per the limits established above (A).
 5. Reimbursement shall not be made for amounts of less than Fifteen Dollars (\$15.00) and no employee shall receive more than Seven Hundred Fifty Dollars (\$750.00) in any one year. Twelve Hundred Dollars (\$1,200.00) from the fund each year shall be available for miscellaneous employees (those working less than half time). Except for tuition, the District shall make direct payment, if agreeable by the provider, following receipt of attendance confirmation.
- B. The District shall pay the full cost of tuition fees, supplies, mileage and any other related costs if the employee meets District guidelines for any class, workshop or seminar for which an employee is directed to attend. If such attendance is required outside the employee’s work hours, the employee shall be paid as required by law.
- C. An employee may attend a workshop, conference or seminar related to their work assignment during their regular work hours provided the following conditions are met:
1. Approval of supervisor;
 2. Coverage of work assignment utilizing additional funds as outlined in Article 14 A3;
 3. Documentation provided to validate attendance.
- D. The District shall establish an Inservice Fund in the amount of Ten Thousand Dollars (\$10,000.00) for each year of the contract for the purpose of providing an inservice program for Classified Employees. Unless mutually agreed upon, unused funds shall not carry over to future years. The Federation will participate with the District in a Joint Labor/Management Committee to facilitate the development and implementation of such program.

ARTICLE 15 – LUNCH AND REST PERIODS

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- A. Each employee working more than five (5) hours per day shall be entitled to a minimum one-half (1/2) hour, continuous, duty-free lunch period without pay. Employees who are required to

be on duty during their one-half (1/2) hour lunch period shall, at the discretion of the supervisor, be given the equivalent time off at the end of the day or compensated for the duty lunch.

- B. Employees shall receive a fifteen (15) minute break during each four (4) hours, or major portion of four (4) hours, of work. Employees who are regularly scheduled to work more than six (6) hours shall receive two (2) such breaks. Such breaks shall be at times convenient to the work schedule as determined by the supervisor. An employee who is required to work more than one (1) hour beyond an eight (8) hour shift shall be entitled to a fifteen (15) minute break at the end of the normal eight (8) hour shift.
- C. Whenever practicable, a Sign Language Interpreter shall be given a five (5) minute break from signing during the natural breaks in the bell schedule.

ARTICLE 16 – OVERTIME AND CALL BACK

TA'd 6.21.23

A. OVERTIME

1. Overtime shall be compensated at time and one-half of the employee's hourly rate and will be paid only after eight (8) hours of work in one (1) day or after forty (40) hours of work in one (1) week. This overtime rate shall also apply to work performed on Saturdays and Sundays unless such days fall within an employee's regular workweek assignment, or on scheduled "down days." Employees for whom Saturday and Sunday falls within their regular workweek assignment, the overtime rate of time and one-half shall be paid for any work performed on their assigned days off.
 - a. With prior mutual written agreement between the employee and their supervisor, an employee may be granted flextime and be allowed to work more than eight (8) hours in a day at the straight time rate provided the employee is given the same amount of time off during the same workweek.
2. An employee who works on a paid holiday (see Article 22.B) shall receive holiday pay plus time and one-half straight time pay for hours worked.
3. Overtime must be authorized in writing by the supervisor.
4. When overtime is available, supervisors will attempt to find bargaining unit members who are willing to work the additional hours.
5. When an employee has been authorized to work from home and agrees to do so outside of their regularly scheduled hours, the employee will be paid at the overtime rate for actual hours worked.

B. CALL BACK

1. Emergency Call Back.

An employee called back to work after completing an eight (8) hour shift shall be compensated at the greater of the following:

- a. Overtime rate times actual hours worked, or
- b. Four (4) hours of straight time pay.

2. Scheduled Call Back.

An employee, who is required to return to work for evening activities such as back to school programs, parent conferences, etc., shall receive a minimum of three (3) hours compensation for such time. This three (3)-hour minimum may be satisfied through early release of the employee from their regular work schedule. "Evening" is defined to begin one hour after the end of the employee's work shift.

C. COMPENSATORY TIME

In-lieu-of pay, compensatory time off at the overtime rate may be specified by the District. However, time off or pay must be granted by the end of the next calendar month following the month in which the overtime was worked unless mutually agreed otherwise by the District and the employee. Compensatory time may be accrued to a maximum of forty (40) hours.

D. MANDATORY OVERTIME FOR CAMPUS SAFETY ASSOCIATES

The District will continue to fill overtime positions for Campus Safety Associates by first soliciting volunteers to work available overtime. The District will apply the following procedure when necessary to assign mandatory overtime in non-emergency situations due an insufficient number of volunteers:

1. All Campus Safety Associate will be ranked on an overtime list in order by seniority with the most senior Campus Safety Associate being at the top of the list, and the newest Campus Safety Associate being at the bottom of the list at the start of each school year.
 - a. Seniority will be determined by the number of years each Campus Safety Associate has been a Campus Safety Associate.
 - b. The overtime list will be a rolling list. Once a Campus Safety Associate completes an assigned overtime shift, they will be placed at the top of the overtime list.
 - c. Campus Safety Associates who are hired during the school year will be placed on the bottom of the overtime list once they have been hired.
2. Overtime will be assigned beginning at the bottom of the overtime list.
 - a. If the person on the bottom of the list has already volunteered to work the event or is otherwise working for PPS at the time of the assignment, then the next higher person

on the overtime list will be selected. The Campus Safety Associate at the bottom of the list will remain at the bottom of the overtime list for the next time the list is used.

3. Campus Safety Associates assigned overtime will be compensated for a minimum of four (4) hours at the overtime rate. This provision only applies to overtime of a call-back nature.
4. Campus Safety Associate will be notified via District Email as soon as possible once selected for assigned overtime from the overtime list and at least 48 hours from the start of the overtime shift, unless a bona fide exigency prevents such notice. If a Campus Safety Associate is required to work an assigned overtime shift with less than 48 hours' notice, the Campus Security Agent will be paid an hourly rate equal to two times their normal hourly rate.
5. A Campus Safety Associate(s) may request to be excused from a specific overtime assignment based on a significant hardship. The District Security Director or Security Manager will review a request based on significant hardship on a case by case basis. If the request is granted, the Campus Safety Associate will remain at the bottom of the list for the next overtime opportunity.
6. If the Campus Safety Associate does not report for the assignment, they could be subject to discipline depending on the totality of circumstances and would remain at the bottom of the rolling seniority list to be assigned to the next occurrence.
7. Once the Campus Safety Associate completes the assigned overtime shift, the Campus Safety Associate is placed at the top of the rolling seniority list by order of seniority.

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ARTICLE 17 – OPTIONAL WORK SCHEDULE

- A. The District reserves the right to implement a ten (10) hour day, four (4) day work week, but shall consult with representatives of the Federation before so doing for the purpose of applying this Agreement to such a schedule.
- B. If at the beginning of the work year approval has been given to modify the employee's work year, the employee may elect to have the additional salary distributed equally over their annual pay schedule.
- C. An employee who works more than fifty percent (50%) of a month beyond their scheduled work year will receive an additional day of sick leave accrual for that month.

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ARTICLE 18 – EMPLOYEE DISCIPLINE

- A. No employee shall be disciplined without just cause. For the purpose of this Article, discipline shall include verbal and written reprimands or warnings placed in the employee's personnel file, suspension and discharge.
- B. An employee who is disciplined has the right to use the grievance procedure. In the case of suspension without pay or discharge, the grievance shall be initiated at Step 2 and such hearing shall be deemed a hearing under ORS 342.663.

In the case of discharge based upon unsatisfactory work performance of an employee with more than six (6) months of service, the arbitrator shall be limited to considering the following:

1. Was the employee warned?
2. Was the employee given an opportunity to improve?

- C. An employee shall have the right to attach a written statement to any written warning or reprimand and have such statement placed in their personnel file.
- D. An employee shall have the right to have a representative present at any meetings which the employee believes may result in discipline, except such right will not exist when the meeting is related solely to the evaluation of the employee's work performance. Prior to such a meeting, the employee will be provided written notice of its purpose and the right to a representative present during the meeting.
- E. Whenever practicable, discipline shall be administered in private and shall be progressive. Progressive discipline shall mean verbal warning, written warning (which may include placement on probation, including improvement expected), suspension without pay, and termination. The nature of the offense shall determine where progressive discipline is initiated.
- F. If a complaint from a parent, co-worker, or other non-supervisory third party is used to support discipline, the employee shall be given the name of the complainant and copies of the complaint or the supervisor's documentation thereof.
- G. Employees shall be expected to return from leave immediately upon expiration of leave. Failure to return from leave or being absent from work without any grant of leave for three (3) or more consecutive workdays shall be considered job abandonment, and the employee will be terminated. If any employee is unable to report to work for circumstances beyond their control, they will be on unpaid leave until the situation is investigated and resolved.
- H. The probationary period for newly hired employees will be six (6) calendar months. Termination of probationary employees shall not be subject to appeal.

ARTICLE 19 – EMPLOYEE EVALUATION

- A. Formal evaluation of employees shall be in writing and shall be for the purpose of maintaining a record of the employee's work performance. The evaluation may include but is not limited to: establishing performance standards and outcome measures, recognition of an employee's efforts, as well as planning for improvement. Issues of attendance and punctuality may be addressed if they have previously been discussed with the employee. The employee's job description shall be a basis for the evaluation. TA'd 4.26.23
- B. The evaluator shall review the written evaluation with the employee and provide the employee with a copy. The employee shall sign the evaluation acknowledging receipt. If the employee has objections to the evaluation they may, within twenty (20) working days following receipt of the evaluation, put such objections in writing and have them attached to the evaluation report and placed in their personnel file.
- C. The frequency of evaluations shall be determined by the District and generally occur every other year by February 1st for bargaining unit employees. If the District chooses to do so, it may conduct formal evaluations on an annual basis. An employee may request to receive one (1) annual evaluation. Such request shall be in writing to the employee's supervisor with a copy to the Human Resources Department.
- D. The Human Resources Department will consult with the Federation in developing an outline of best practices to be used in conducting employee evaluations.
- E. When the District determines that an employee's work performance is unsatisfactory, it shall inform the employee in writing of any deficiency and the improvement expected and provide the employee with the opportunity to correct the unsatisfactory performance within a reasonable time period established by the District.
- F. The judgment of an employee's work performance by an evaluating supervisor shall not be the subject of a grievance. A grievance concerning an evaluation shall be limited to an allegation that the evaluation was done in bad faith or clearly untrue. The burden of proof shall rest with the grievant. Such grievance shall be filed at the next administrative level above that of the evaluator and that administrator shall provide a written decision within ten (10) working days of any hearing. If the grievance is not resolved, it may be appealed by submitting a written statement to the Human Resources Department within ten (10) working days following receipt of the administrative written decision. The written statement must clearly set forth why the previous decision is in error regarding the allegation of bad faith or being clearly untrue. The Director of Labor Relations, or designee, may review the record of the grievance and/or conduct a hearing and shall issue a written decision within ten (10) working days following such review or hearing. Such decision shall be final.

- G. The Federation will be provided with a copy of the current Evaluation Form/Tool used to evaluate classified members of PFSP. Any updates to this evaluative form will also be provided to the Federation before being used to evaluate employees.

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ARTICLE 20 – GRIEVANCE PROCEDURE

The purpose of this procedure is to provide for an orderly and expeditious adjustment of grievances contended by an employee or group of employees.

SECTION 1

DEFINITIONS

- A. A “grievant” is an employee or group of employees who initiate a complaint alleging that the employee or group of employees have been directly injured through a violation of the terms of this Agreement. The term “grievant” also includes the Federation with respect to grievances growing out of an alleged violation of its organizational rights under this Agreement.
- B. “Grievance” shall mean an allegation by an employee or group of employees that they have been directly affected by a violation of this Agreement. The term “grievance” shall not include and this grievance procedure shall not apply to any of the following:
1. Any matter as to which the Board of Education is without authority to act.
 2. Any matter for which a specific administrative or judicial remedy has been prescribed by State and/or Federal Statute, such as employment discrimination, health and safety, etc.
 3. Any dispute concerning whether any part of this Agreement became effective or ceased to be effective.
- C. The term “days” shall mean workdays excluding weekends and holidays.

STEP 1

- A. Since the purpose of this procedure is to settle grievances equitably and informally if possible, at the lowest possible administrative level, a thorough discussion of the complaint shall be conducted by the grievant and the supervisor or administrator, who has approved the action which has caused the employee to be aggrieved, to seek grounds for resolution of the problem.

Federation grievances alleging violations of organizational rights may be addressed at Contract Administration.

- B. In the event the problem cannot be resolved at Step 1 A., the grievance shall be submitted to their immediate supervisor in writing within thirty (30) calendar days of the alleged violation. The immediate supervisor shall respond within ten (10) days following the date the grievance was

presented with a decision in writing. If the aggrieved is not satisfied with the step 1 decision, the aggrieved has ten (10) days from that date of receiving the decision letter to appeal to step 2.

STEP 2

If no settlement is reached at step 1B, the grievance may be appealed by submitting a written statement to the Director of Labor Relations or designee within ten (10) days. Grievances regarding discipline or discharge shall be filed at step 2 within ten (10) days of the alleged violation. Within ten (10) days following receipt of the step 2 grievance, a hearing regarding the appealed grievance will be held with the grievant and their representative and a written decision shall be provided within ten (10) days following the conclusion of such hearing.

STEP 3 — ARBITRATION

Insofar as the District's decision is alleged by the grievant to be a violation of a specific provision of this Agreement, the grievant, through the Federation, may appeal the decision to an arbitrator according to the following procedures:

Within thirty (30) days of the District's decision, the grievance may be appealed to arbitration by requesting that the Oregon Employment Relations Board furnish a list of seven (7) arbitrators. The parties shall then meet to alternately strike one name from the list until one remains and such person shall be the arbitrator. In the alternative, the parties may jointly agree upon a person to serve as arbitrator.

- A. An employee may not appeal to arbitration without approval of the Federation and without notice to the District of the appeal to arbitration.
- B. The arbitrator shall issue a written decision within thirty (30) days of the close of the hearing or submission of briefs, whichever occurs later.
- C. The decision of the arbitrator shall be binding on all parties provided: (1) the arbitrator must restrict the decision to interpretation of the Agreement and may not deduct from or add to or expand this Agreement; (2) is in accordance with the legal meaning of this Agreement; (3) is based on substantial evidence; and (4) does not result in an obligation to pay money beyond amounts budgeted for the particular item of purpose in the current budget. The arbitrator may not award punitive damages.
- D. Should either party wish to seek review of an arbitrator's decision, proceedings must be instituted in a court or agency of competent jurisdiction within thirty (30) days of the effective date of the arbitrator's decision.
- E. Costs charged by the arbitrator shall be fully borne by the losing party in the arbitration.

SECTION 2

GENERAL PROCEDURES FOR ALL GRIEVANCES

- A. The grievant may be represented by the Federation or may represent himself/herself at steps 1-2 of the grievance. Any grievance settlement reached in the absence of involvement by a representative of the Federation shall apply to that grievance only and shall not be a precedent. A grievant shall be given release time without loss of pay to attend a grievance hearing. A unit member, designated by the Federation, who is representing another member at a grievance hearing during working hours shall also be given release time without loss of pay. Should the participation of witnesses in any grievance hearing require the employment of a substitute, the Federation shall reimburse the District for the cost of the substitute.
- B. The number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process.
- C. It may at times become necessary to extend time limits. These extensions are to be kept to a minimum and must be mutually consented to in writing by the parties involved at any time.
- D. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- E. The Board and its administrators will cooperate with the grievant in the investigation of any grievance, and further will furnish the grievant or their representative with such necessary and readily available information as is requested for the processing of any grievance.
- F. Except as otherwise provided by law, an employee shall invoke and exhaust the grievance procedure remedies before resorting to any other legal or administrative remedies of the conduct complained of, and failure to do so shall preclude resort to such other remedies.
- G. A representative of the Federation may be present at all steps of the procedure. The Federation will be notified promptly of the terms of the final decision or settlement of any written grievance.

TA'd 6.28.23

ARTICLE 21 – LEAVES

Leaves provided under this Article are intended to meet the legitimate needs of employees. The use of leaves must be limited to instances of personal need and are not to be abused. Any abuses may be subject to the provisions of Article 18.

Sections A and B of this Article are intended to comply fully with the requirements of Oregon's Paid Sick Time law. Should the District deem it necessary, the District may grant paid leave to ensure compliance with the minimum requirements of Oregon's Paid Sick Time law as circumstances may require and notwithstanding any provision of this Agreement.

For the purpose of this article, a "domestic partnership" is defined as one which two (2) persons share the same permanent residence for at least six (6) months immediately preceding the signing of an Affidavit and intended to continue indefinitely; Have a close personal relationship with each other; Are

not legally married to anyone; Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon; Are each eighteen (18) years of age or older; Were mentally competent to consent to contract when the domestic partnership began; Are each other's sole domestic partner; and Are jointly responsible for each other's common welfare including "basic living expenses."

A. SICK LEAVE

1. Employees who are employed on a regularly scheduled basis of half time or more shall accrue sick leave at the rate equivalent to one (1) day for each month worked. Any employee shall receive the accrual providing they work fifty percent (50%) of the scheduled month worked. The use of accrued sick leave shall be limited to instances of personal illness of the employee including medical appointments.
2. Employees who have completed one (1) full year of service with the District shall be accredited with the equivalent annual sick leave at the beginning of each fiscal or school year. Other employees shall be credited at the rate of one (1) day for each month worked.
3. Sick leave days may be accumulated by employees only if not used in the year for which granted. Total unused sick leave which can be accumulated shall be unlimited.
4. When an employee has exhausted their accumulated sick pay credits, they shall be entitled to additional credits of one (1) day for each year of service at two-thirds (2/3) the daily rate of pay. Employees shall be entitled use of such credits on a one (1) time only basis.
5. Employees shall not be credited with any sick leave days with respect to periods during which they are on leave of absence from work for the District of more than one (1) month duration; their accumulated sick leave shall not be charged with days of sickness during such leave; and they shall not be paid for days of illness during such leave except when the illness or injury is the factor which entitled the employee to the leave in question.
6. An employee assigned to work beyond the scheduled work year, or during summer school, may charge absences due to personal illness to their sick leave account.
7. The District will establish a Sick Leave Bank for use by employees who have exhausted their sick leave. The Federation can solicit voluntary contributions up to one thousand five hundred (1500) hours per year. The guidelines for use of the Sick Leave Bank will be jointly developed by the District and the Federation but shall include the following:
 - a. Sick Bank hours will be given to those unit members who have an injury or illness that is of a critical or life-threatening nature.

- b. The employee must have exhausted all of their accumulated sick leave and vacation hours.
- c. To be eligible, an employee must have been employed by the District for two (2) years or more.
- d. Request for use of the Sick Leave Bank will be jointly approved by the Federation and the District. Requests of less than five (5) days or more than twenty (20) days will not be approved.
- e. The Bank will not be used in association with a workers' compensation claim.
- f. Employees' contributions to the Bank shall not be for less than four (4) hours.

B. OTHER PAID LEAVES

1. Family Illness

All employees shall receive up to three (3) additional days leave per year with pay in case of illness of a member of the employee's immediate family. "Immediate family" shall be interpreted to mean spouse, domestic partner, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers and sisters of the employee, including where the employee is designated as the legal guardian and also any person living in the home with the employee providing the employee is responsible for the care of such person. In the event that emergency conditions arise, an extension of family leaves shall be determined upon merits of the individual case by the Office of the Superintendent. Family illness may be utilized for maternity and paternity leave. After utilizing the available days for family illness leave, the employee may charge against their accumulated sick leave when additional time is needed to provide care for a member of the employee's immediate family. The District may require a physician's statement verifying the illness of the family member.

2. Absence Due to Quarantine or Isolation

An employee's absence from work because of quarantine or isolation to prevent the spread of a communicable disease by the appropriate public health official shall not be charged against the employee's sick leave and the employee shall suffer no loss in pay. Quarantine or isolation pay will not extend past the standard quarantine or isolation period established by the local public health authority, but in no event shall it exceed thirty (30) days.

To qualify for quarantine or isolation pay under this Section, an employee must be fully vaccinated (if a vaccine is available) as defined under guidelines set by the federal and state health authority, including any boosters.

3. Bereavement Leave

- a. An employee shall be permitted an absence of up to one (1) day without loss of pay to attend the funeral of a relative or friend. An additional day may be granted by the District in consideration of distance and difficulty with travel arrangements.

- b. An employee who is absent because of a death in their immediate family shall be permitted up to three (3) days (five days in the case of a parent, spouse, domestic partner, or child), and two (2) days at two-thirds (2/3) pay. "Immediate family" shall be interpreted to mean spouse, domestic partner, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers and sisters; including where the employee is designated as the legal guardian and also any person living in the home of the employee providing the employee is responsible for the care of such person.

4. Emergency/Personal Business Leave

Employees employed on a regularly scheduled basis shall be entitled to emergency leave of three (3) days per work year without loss of pay. Emergency leaves may be used:

- a. In the case of unanticipated circumstances beyond the employee's control and for which prior planning cannot be made; or
- b. For attending to matters which cannot be scheduled outside the employee's work hours and for which the personal attention of the employee is required. In such cases, a request indicating the reason for the leave must be made to the responsible administrator at least twenty-four (24) hours in advance.

Such leaves shall not be used for recreation, other employment, union or political activities, or to extend other leave categories as provided by this Agreement, unless on an approved FMLA or OFLA leave, leave for a qualifying purpose under ORS 653.616, or when mutually agreed upon by the Federation and the District.

C. Mandatory Court Appearances

- a. An employee subpoenaed to appear as a court witness shall be excused from work without loss of pay, provided that the employee shall submit any witness fee received to the School District's Business Office along with a copy of the subpoena. In cases where the employee is a party to the action, their absence will be personal leave without pay or, at the employee's election, emergency/personal business leave as provided in Article 21.B.4 may be used. An employee required to appear in court as a party with the District shall be released without loss of pay.
- b. An employee subpoenaed for jury duty shall be excused from work without loss of pay, provided that the employee shall submit any jury fee received to the School District's Business Office along with a copy of the subpoena. On days when the employee is excused from jury duty, they shall report to work provided four (4) hours or more of the workday remains at the time they are excused; and provided that length of time on jury duty prior to excuse and their workday with the District shall not exceed their normal workday.

D. District Designated Closure

- a. If the District closes an employee's worksite because of inclement weather or reasons of an emergency nature, employee will be compensated at their regular scheduled rate of pay for their normally scheduled hours of work. This compensation shall be considered payment for replacement days as scheduled by the District at its discretion, not to exceed contracted work days.
- b. If, due to closures because of inclement weather or reasons of an emergency nature, the school year is extended, employees will work the replacement days without additional compensation, up to their contracted work year.
- c. If the District delays the start of the work day, as long as employees are present at the adjusted start time, they will not be expected to use leave time and will be paid for a regular day of work.

E. UNPAID LEAVES

1. Special Leaves of Absence

Employees who have been continuously employed for two (2) or more years may apply for a special leave of absence without pay. This may include requests for leave to pursue a degree in the Educational field with proof of program enrollment.

The District shall exercise its discretion in the granting of such leaves. Such leaves shall not exceed one (1) year without special authorization by the Superintendent.

2. Child Care Leave

An employee covered by this Agreement shall be eligible for a child care leave (maternity, paternity or adoption) for up to one (1) year. Other child care leave may be granted for a period of up to one (1) year. Extensions may be granted for medical reasons relating to the child. **Child care leave under this Section will run concurrently with any leave protected by state or federal law, including OFLA, FMLA, and Paid Leave Oregon (ORS Chapter 657B).**

3. The District shall retain full control and authority to establish policies and regulations regarding the administration of such leaves. Such policies and regulations may include, but not be limited to: application procedures, requirements for physician statements, return procedures, etc. Such policies and regulations shall not be considered as part of this Agreement.

4. PFSP Student Teaching Leave

PPS recognizes the value of investing in employees who support our student and district vision. To support those pursuing a degree in education, PPS and PFSP agree to provide the following leave to support Student Teaching.

Up to five (5) PFSP Student Teaching Leaves, which shall include up to three (3) months of District-paid insurance for employees already enrolled in the SD#1 Health & Welfare Trust, shall be granted yearly.

a. Requirements and procedures for PFSP Student Teaching Leave:

- Application forms will be available in the Human Resources Department and from PFSP.
- Candidates must consult with their Principal or immediate supervisor prior to submitting a leave request.
- Applicants must have been employed by Portland Public Schools for at least two (2) years prior to the request for a PFSP Student Teaching Leave.
- Completed applications:
 - Must be sent to the Human Resources Department which will be presented to the PFSP Student Teaching Leave Committee for evaluation.
 - Must include proof of program enrollment.
 - Must complete their Student Teaching with a Portland Public School only and not another district to be eligible for this leave.
 - For Fall/Winter student teaching, must be filed with Human Resources prior to the second Monday in February preceding the year of student teaching leave.
 - For Spring/Summer student teaching, must be filed with Human Resources prior to the second Monday in October preceding the Spring semester.
 - PFSP Student Teaching Leaves will not be considered a break in consecutive service for the purposes of calculating salary placement, seniority, or retirement credit.

b. PFSP Student Teaching Leave Committee

- The PFSP Student Teaching Leave Committee shall be comprised of a PFSP Officer, two (2) additional PFSP members, and two (2) members from Human Resources.

c. Selection Criteria

- Length of Service in the PFSP bargaining unit
- Other criteria established by the PFSP Student Teaching Leave Committee

d. Status While On Leave:

- An employee approved for a PFSP Student Teaching Leave shall be considered to be an employee of the District but is not performing work on behalf of, or serving as an agent of, the District while on leave.

- An employee approved for a PFSP Student Teaching Leave shall retain rights of contract status, retirement, insurance, sick leave and automatic increases in salary as if they were working during the period of the leave.
 - In case of injury to, or other illness of, the PFSP member during leave prevents them completing the purpose of the leave, the PFSP Student Teaching Leave will be terminated and all provisions for medical leave will apply. These provisions will take effect on the first day of the next pay period following notification of illness to Human Resources and verified medical statements.
- e. Status Upon Returning from PFSP Student Teaching Leave.
- Employees approved for PFSP Student Teaching Leave of absence shall follow the return from leave language in Section 8.
- f. Employees who complete the PFSP Student Teaching Leave and successfully complete their program are highly encouraged to apply for professional educator positions at Portland Public Schools.

5. Disability Leave

Employees who become physically disabled may be eligible for a leave of absence as provided by the FMLA, OFLA, Paid Leave Oregon (PLO), or ADA or income replacement through long-term disability. .

6. Military Leave

The District shall be solely responsible for a military leave policy required by Oregon Revised Statutes (ORS).

7. Federation Leave

A leave of absence for the president and a second position of the Federation shall be granted to any employee covered by this Agreement upon application by the Federation for the purpose of the employee serving as an officer of the Federation. Requests for additional positions will be considered by the District. The District shall continue to pay such employee(s) and provide benefits, with the exception of leave benefits, but will be reimbursed by the Federation for the cost of salary and fringe benefits. Upon return from such leaves, an employee shall proceed on the salary schedule as if they had been employed with the District each year of the leave.

The Federation agrees to consider carefully each request for release time for Federation members. Although leaves for short terms without loss of pay may be granted upon approval by the Office of the Superintendent, the Federation shall reimburse the District for the cost of salaries and fringe benefits.

8. Political Leave

Any employee covered by this agreement who has completed three (3) consecutive years of service with the District shall be eligible for a leave of absence for up to two (2) years for the purpose of campaigning for, or serving in, public office. The District shall exercise its discretion in the granting of such leaves.

9. Return from Leave

At the conclusion of a District-approved leave, the employee shall be returned to the position they formerly occupied or one that is comparable in duties and responsibilities. The District may require that the expiration of such leave coincides with the natural breaks in the school calendar so that continuity of services is maintained.

ARTICLE 22 – VACATIONS AND HOLIDAYS

TA'd 8.24.23

A. VACATIONS

Classified employees who are employed on a twelve (12) month basis shall receive vacation with pay as follows:

MONTHLY ACCRUAL

Years of service completed	Days of Vacation	Rate of accrual per month
Less than 1 year	10 days	6.7 hours
1 year to less than 5 years	15 days	10 hours
5 years to less than 6 years	20 days	13.4 hours
6 years to less than 7 years	21 days	14 hours
7 years and greater	22 days	14.7 hours

Employees shall accumulate vacation credits at the appropriate above monthly accrual rate following completion of each month worked. For the purpose of this Article “month worked” shall mean on-the-job time, vacation time and authorized paid leave. New employees shall generally not be eligible to take vacation until completing one (1) year of service. Exceptions may be made upon approval of the employee’s supervisor. However, at no time shall an employee take paid vacation against time not yet earned.

Vacations must be scheduled through an employee’s supervisor. A supervisor may require that vacations be scheduled at a time least disruptive to the department to which the employee is assigned.

The number of days carried over at the end of each calendar year shall not exceed two years’ accrual allowance. Any overage will be lost.

An employee who occupies a position having a work year of less than twelve (12) months and who transfers to a twelve (12) month work year assignment may count the time employed in the previous assignment as qualifying for vacation allowance. The basis for this allowance shall be the number of days worked in the previous position divided by a twenty-two (22) day calendar month. This will be converted to years of service and the employee shall commence to accrue vacation credits at the monthly rate shown above.

B. HOLIDAYS

1. All regular employees shall receive the following paid holidays.

New Year's Day

Thanksgiving Day

Martin Luther King, Jr. Day

Labor Day

President's Day

Veteran's Day

Memorial Day

2. All employees whose regular work year includes Juneteenth, Independence Day and/or Christmas Day shall receive a paid holiday for those days.
3. The District, however, reserves the right to change the number of days designated as paid holidays provided that in so doing, it does not reduce the number of paid holidays.
4. With thirty (30) days' notice, the District may use Presidents' Day as a make-up day.
5. An employee shall receive holiday pay provided the holiday falls on a scheduled workday of the employee and that the employee worked the nearest scheduled workday immediately preceding and following the holiday. Employees on vacation or authorized paid leave shall be considered as being at work. Employees whose work year is extended (no break in work year, continues employment) by the school or department will be accorded holiday pay for Juneteenth and July 4th, provided they meet the criteria established earlier in this section.
6. Employees who are members of a religious faith may be absent without loss of pay up to two (2) days per year specified by that faith as religious holidays which require participation during the workday in religious observances.

ARTICLE 23 – INSURANCE

TA'd 1.29.24

A. HEALTH AND WELFARE BENEFITS

1. The District shall contribute to the School District No.1 Health and Welfare Trust (the "Trust") the amount necessary to maintain health insurance benefits that are substantially similar to those provided in 2023 for full-time eligible bargaining unit members, their eligible dependents, spouses, and domestic partners, minus the established employee premium cost share. The Federation shall select the insurance plan(s) and carrier(s) to be provided. The amount of the District's monthly contribution will not exceed \$1,524.00 (one thousand, five hundred and twenty-four dollars) per eligible, enrolled full-time employee per month and will be calculated as follows:

The total monthly premium cost (after the buy down amount approved by the Trust, if any) for all eligible, enrolled full-time employees (*total premiums*) minus the total employees' monthly premium cost share (*employees' share*) divided by the total number of eligible, enrolled full-time employees (*total full-time employees*).

The amount for March 1, 2024 until December 31, 2024 will be calculated in fall of 2023 using the same formula when premium costs for 2024 are known. The District's contribution will not exceed \$1,570 (one thousand five hundred seventy dollars) per month, and the employee monthly premium cost share shall be equal to or greater than the 2023 cost share.

The amount for January 1, 2025 until December 31, 2025 will be calculated in fall of 2024 using the same formula when premium costs for 2025 are known. The District's contribution will not exceed \$1,617 (one thousand six hundred seventeen dollars) per month and the employee monthly premium cost share shall be equal to or greater than the 2024 cost share.

The amount for January 1, 2026 until December 31, 2026 will be calculated in fall of 2025 using the same formula when premium costs for 2026 are known. The District's contribution will not exceed \$1,666 (one thousand six hundred sixty five dollars) per month, and the employee monthly premium cost share shall be equal to or greater than the 2025 cost share.

The employees' monthly premium cost share will not decrease during the term of this Agreement.

2. The District shall contribute for health insurance benefits for enrolled part-time employees (those regularly working twenty (20) hours or more but less than thirty (30) hours per week) the amount necessary to maintain health insurance benefits that are substantially similar to those provided in 2023 for part-time eligible bargaining unit members, their

eligible dependents, spouses, and domestic partners, minus the established employee premium cost share for part-time employees.

3. Full-time and part-time employees working at least half time and working through the entire standard school year will have eligibility for benefits to continue until the September 30 following the end of the school year except those hired after January 15 wherein benefits will continue until July 31, unless the employee has been guaranteed continued employment in the next school year, in which case benefits will continue.
4. The District will monthly submit to the Trust the full agreed upon employee-paid portion of health insurance contributions.
5. During the lifetime of this Agreement, should the District increase the health insurance contribution of the DCU or ATU, this Article may be reopened for further negotiation under the expedited bargaining rules and at PFSP's discretion.
6. Upon request, the District shall allow the Federation to review the District's financial records relating to the contributions made to the Trust under this Article toward the cost of health insurance benefits for Federation bargaining unit members.

B. WORKERS' COMPENSATION

All employees of the District are eligible for State Workers' Compensation benefits. For absence due to a compensable injury as defined in ORS 656.005 (7), an employee shall retain the workers' compensation check which they received for time lost. The employee may supplement their compensation check with accrued accumulated sick leave.

An employee who is injured on-the-job shall have a right, for a period set forth by the Workers Compensation statutes, to return to a position of comparable duties and responsibilities to the one they occupied but subject to the seniority provisions of Article 27.

If a member of the bargaining unit represented by the Union is absent due to a compensable injury as defined in ORS 656.005(7), the District will continue to provide medical, dental, and vision premium payments at the same level as immediately prior to the date the employee's absence began. Such period shall not exceed one hundred eighty (180) calendar days for one (1) injury, unless the employee has paid sick leave remaining beyond the 180-calendar day period, in which case the District will continue to provide such premium payments until the paid sick leave has been exhausted.

In accordance with Article 23, Section B of the parties' Collective Bargaining Agreement, bargaining unit members may supplement their workers compensation check for time lost. The District's obligation to continue insurance payments as set forth in paragraph 1 does not depend on whether employees elect to supplement their time loss benefits with sick leave.

ARTICLE 24 – SAFETY

TA'd CCL

A. SAFE AND HEALTHY WORKPLACE

1. The District and Federation agree to the objective of a workplace that is free from abusive conduct, harassment, violence, or the threat of violence. The District shall endeavor to maintain safe and healthy working conditions in accordance with established Board policy, OSHA, IDEA, Federal and State regulations. An employee shall have the right to refuse to expose themselves to immediate danger created by an unsafe working condition when such danger threatens substantial bodily harm. When appropriate, PPS will work with the employee to develop (or review) and implement a safety and/or behavior support plan for the student. Safety and behavioral support plans will be reviewed for fidelity of implementation prior to any location changes for the student or employee. The employee shall give notice of the condition to their supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected.
2. The District shall comply with all state and federal OSHA requirements to post notice when non-routine cleaners, paints, sealants and other chemicals are to be used at the worksite and shall take all reasonable steps, in good faith, to post such notices as required by state and federal OSHA. This will include required postings about injury reporting and safety committees in the building.
3. The District shall assure that there are emergency protocols at all worksites, including non-district worksites where PFSP employees work. These protocols shall include procedures for supporting employees who experience Physical Attack/Harm and/or Threat/Causing Fear of Harm.

B. WORKING WITH STUDENTS ON IEPS AND 504 PLANS

Classified staff will have access to a student's IEP/IFSP/504 if the employee is assigned to work with the student. Classified staff who interface with a student on an IEP/504 (e.g. School Secretary, Security personnel, Sign Interpreter) may request the following information from student Case Manager: Behavior Support Plan, Safety Plan, protocols and accommodations as allowed by FERPA. Such access shall be provided to ensure their personal compliance with IEP accommodations and protocols. The employee may request additional training or assistance in developing strategies to manage behavior. The supervisor will arrange to provide the assistance that they feel is appropriate.

C. PROPERTY LOSS

The District shall reimburse employees for loss of personal property, excluding the employee's automobile, which occurs while the employee is on duty under the following circumstances:

1. When the loss is a result of any unwarranted assault on the employee's person suffered while on duty.
2. Property stolen by the use of forcible entry on a locked container or when reasonable precaution has been made to protect property. A secure area shall be made available to all employees.

Reimbursement shall be at replacement cost (not exceeding actual cost) less any insurance or workers' compensation reimbursement. Reimbursement shall not be made for losses of less than Five Dollars (\$5.00) or that portion in excess of Five Hundred Dollars (\$500.00) and shall not be made when carelessness or negligence on the part of the employee was evident.

Employees shall cooperate and support the District in its investigation and resolution of any reported loss. The District will provide assistance in attempting to investigate and/or reclaim other stolen or damaged property including automobiles.

Employees shall not be required to transport students. However, if an employee's supervisor has requested the employee to transport students, and the employee chooses to do so, the District will reimburse the employee for damages done by students to the automobile up to a maximum of Five Hundred Dollars (\$500.00). The District may require verification of damage(s) and cost of repair.

The District shall provide, on a fully paid basis, bodily injury, liability and property damage insurance coverage, to the limits carried by the District for the use of automobiles owned, leased or hired by a unit member while in the normal course of their duties as an employee of the District. This coverage shall apply only as excess insurance over and above other valid and collectible liability insurance carried by the unit member. The District may require as condition to this coverage that before the vehicle is used on District business, the unit member provide a license of insurance showing that they have at least the minimum amount of insurance required to license a vehicle in the State of Oregon.

The District will reimburse the unit member for any deductible cost the unit member is required to pay, as a result of an on- duty accident, not to exceed Five Hundred Dollars (\$500.00). Reimbursement will not be made if the unit member is convicted of or admits to driving under the influence of intoxicants or with a suspended license.

D. The District will pay for the costs of record checks and fingerprinting of existing employees as required by state law.

ARTICLE 25 – COMPENSATION

TA'd 1/29/24

A. SALARIES

Salary schedules are set forth and incorporated in the appendices of this Agreement. All appendices shall increase by six and one-quarter percent (6.25%) effective July 1, 2023. All appendices shall increase by four percent (4.0%) effective July 1, 2024. All appendices shall increase by three percent (3.0%) effective July 1, 2025.

Effective July 1, 2023 and on July 1 each year thereafter, eligible employees will receive a step increase. Eligible employees are those that are not at the top step and have been at their current step for six months prior to the date the step is granted.

Effective March 1, 2024, Grades C, D, and E will be removed from the Salary Schedule in Appendix B. Employees on Grade D will move to their current step on Grade F. Employees on Grade E will move to their current step on Grade F and receive the 5% bilingual premium described in Section L.

Effective March 1, 2024, the base hourly wage for Campus Safety Associates will increase by one dollar per hour (\$1.00/hr).

Effective March 1, 2024, the base hourly wage for all Paraeducators, Behavior Intervention Specialists, and Therapeutic Intervention Coaches will increase by two dollars per hour (\$2.00/hr) and Paraeducators assigned to Pioneer Schools will received an additional five percent (5%) premium.

Effective March 1, 2024, the base hourly wage for Sign Language Interpreters will increase by three and one-half dollars per hour (\$3.50/hr).

Effective July 1, 2024, the base hourly wage for Campus Safety Associates will increase by one dollar per hour (\$1.00/hr).

Effective July 1, 2025, Campus Safety Associates will move to Grade M.

Effective July 1, 2025, a new top step will be created for all grades and salary schedules on Appendix B, C, D, E, and F. The wage for the new step will be 3% greater than the base wage at the current top step.

[Note: Classifications on Appendix 1 move to Grade H, Appendix B on March 1, 2024.]

B. PAYROLL CHECKS

1. Employees whose work years are less than twelve (12) months and who are employed at the beginning of the regularly scheduled work year, may receive their annual compensation in ten (10) or twelve (12) monthly payments. Such employees must indicate, in writing, their preferred method for payment for the coming school year. This writing must be submitted to Human Resources no later than August 1 of any given year. Employees hired after August 1, but prior to the first payroll cutoff date in September, shall be notified of the opportunity to make their selection prior to the first payroll cutoff date in September. Employees who do

not submit a selection will be paid on a twelve (12) month basis. The method of payment cannot be changed during the course of the scheduled work year.

2. There will be no change to the method of payment in subsequent years unless the employee makes such an indication in writing to the Human Resources Department prior to August 1 of any given year.
3. Employees hired after the payroll cutoff in September shall receive their salary prorated over the remaining pay periods in the scheduled work year.
4. For an employee who selects payment on a ten (10) month basis, the last payment shall be subject to three (3) months of authorized payroll deductions, e.g., employee contributions to health and welfare insurance, organization dues, credit union, etc.

C. INITIAL SALARY PLACEMENT

Salary placement of new employees shall be determined by the District but with the following considerations:

One (1) step on the salary schedule granted for each one (1) year or major fraction thereof full-time related work experience. The following exceptions will be granted: Applicants with a Bachelor's Degree and no related work experience shall be placed at step two (2); applicants with a Master's Degree or higher and no related work experience shall be placed at step four (4); applicants with a degree and related work experience shall be placed on an appropriate step as outlined in the PFSP Initial Salary Matrix.

Official transcripts must be submitted to the Human Resources Department within sixty (60) days of hire for applicants to be placed on the salary schedule based on awarded degrees.

Applicants for Paraeducator and Educational Assistant positions, who have previous experience as a Paraeducator or Educational Assistant, or experience working as a substitute Paraeducator or Educational Assistant, in a PK-12 school setting shall be given experience credit on the following basis:

1. One (1) year of credit for each year of full-time verified substitute work (minimum one hundred thirty-five (135) full day substitute jobs within the regular school year); or
2. One (1) year of credit for each two (2) years of part-time verified substitute work (less than one hundred thirty-five (135) full day substitute jobs within the regular school year).
3. Verification of experience shall be made by the Human Resources Department.

Returning Employees.

Should a former PFSP-represented employee return to the same or lower, related classification, as previously held they shall be re-salary placed.

D. PROFESSIONAL GROWTH

If, after initial hiring, a PFSP represented employee earns a degree, they shall be increased on their current Salary Appendix as follows:

1. One (1) step for a BA or BS
2. Two (2) additional steps for an MA or MS
3. Upon receipt of official transcripts by HR, the increase will be processed effective the first day of the next pay period. There will be no retroactive payments made.

E. WORK YEAR

The Board retains the right and authority to change the days on which school shall be held and to make other adjustments to the work year. In the event of adjustments to the work year, the District shall consult with the Federation before implementing any changes, and the salaries set forth in this Agreement shall be adjusted for the added or deleted days on the basis of the employee's daily rate under said salary schedules.

F. EXTENDED HOURS AND DAYS

In the event that an employee works additional and/or extended hours and days outside of their regular work year, for example, Summer School/Scholars, Extended School Year (ESY), summer programs as needed, etc. employees shall be paid their regular rate of pay for the same type of work and this extended work shall be covered under this Agreement. Employees shall receive all protections provided by this Agreement while working such extended hours/days. The District maintains the right to determine the work, the schedule and the hours during the summer months.

G. BONUS PAY

The District may implement a bonus pay program for a group of employees (such as employees assigned to a particular school) to receive additional compensation above their normal wage or salary rates based on the group's successful completion of goals specified in advance by the District. Nothing in this agreement precludes bargaining unit members from participating in that program or receiving the bonus pay.

H. OUTDOOR SCHOOL/SIMILAR OVERNIGHT EVENTS

An employee who volunteers, is assigned, and attends Outdoor School or other similar overnight academic events with students, will be reimbursed for their mileage and meals and receive a \$75 per day stipend. Employees will also be paid for actual time worked beyond the regular scheduled work day, including overtime in accordance with Article 16.A.

I. BUS RIDER STIPEND

Employees who volunteer and are assigned to ride the bus with a student to and/or from the student's home shall receive a stipend of ten dollars (\$10.00) per day for each route assigned. For the purpose of this Agreement, a route is defined as a one-way trip. For example, an employee who rides to and from school with a student shall receive \$20.00 (twenty dollars).

J. PERSONAL VEHICLE USE

Employees who are required to use their personal vehicles for travel on behalf of the District during on-duty time, shall be reimbursed at the current I.R.S rate. The District may require as a condition for reimbursement that the employee provide a certificate of insurance showing that the employee has basic liability coverage equal to or greater than that required to license a vehicle in the State of Oregon. An employee required to travel to two (2) or more work sites shall receive mileage reimbursement provided they have met the above stated certification requirements.

K. SCHEDULE

The Federation and the District agree that if the District implements a biweekly or semi- monthly payroll system, that the provisions of Article 25 relating to payroll checks shall be modified to allow a biweekly payroll.

L. SECOND LANGUAGE STIPEND

If the regular duties of an employee include the regular use of a second language, the employee shall be paid a 5% annual stipend in monthly installments. The stipend will remain in place until the employee changes classification or location at which time the stipend will be reviewed and approved by the building administrator or supervisor.

Positions that require a second language will receive the stipend without annual review or approval.

Employees whose job classification require the use of their second language shall not be eligible for this stipend. This provision does not apply to Bilingual Educational Assistants.

M. CAMPUS SAFETY ASSOCIATES

Campus Safety Associates who complete fifteen (15) hours off-duty of related inservice training shall receive a Two Hundred Sixty Five Dollars (\$265) stipend. Verification of the completion of such inservice training must be on file with the Human Resources Department. In order to receive the stipend, a Campus Safety Associate must, by October 31st, provide the Human Resources Department with proof of the inservice training taken. If proof is received by October 31st, the payment shall be included in the November paycheck.

Campus Safety Associates, with approval of their supervisors, may arrange their daily work schedules so that time required for designated evening duties, such as home visitations, and other community related activities, fall within the regular eight (8) hour workday. Campus Safety Associates will be provided with the necessary equipment as required by the supervisor to perform their duties and responsibilities.

1. Campus Safety Associates shall be entitled to two (2) professional leave days per year. Such days may be used only for attendance at conferences, workshops, seminars, etc., which are directly related to the employee's assignment with the District. Such leave must be approved in advance by the employee's supervisor.
2. The District shall provide inservice training for Campus Safety Associates.
3. The District will provide training to all Campus Safety Associates in blood borne pathogens and first aid within sixty (60) days of their first day of employment as Campus Safety Associates.
4. The District shall be responsible for recertification costs for Campus Safety Associates.
5. Campus Safety Associates' will receive a 10% increase to their hourly rate for those hours spent working as a Field Training Officer.
6. A Campus Safety Associate Lead shall receive a 10% Lead stipend for all hours worked including working an evening, weekend, or overtime event.
7. Shift Differential: Campus Safety Associates and Leads in the Graveyard/Swing Shift shall receive a shift differential of \$1.00 (one dollar) per hour, additional to their base rate of pay.

ARTICLE 26 – REDUCTION OF STAFF

TA'd 6.28.23

This article shall not apply to less than half-time employees or employees that have not successfully completed their probationary period.

SECTION I. SCHOOL CLOSURE

In the event of a school closure or merger, all unit members from the merging school(s) initially will be assigned proportionately to the receiving school(s) or work locations(s). Preferences for preliminary assignment to the new school or work location shall be honored based upon the seniority of the unit member, unless the requirements of the position make the request impracticable. Employees who are not selected for assignments in the receiving schools, will be unassigned within classifications at the merged schools pursuant to Section II below.

SECTION II. LAYOFF, BUMPING AND UNASSIGNMENT

- A. NOTICE: In the event staff reductions become necessary, the District shall give the Federation as much advance notice as is practicable of anticipated reductions and offer to meet with the Federation to discuss reductions before implementing such reductions.

B. SENIORITY: For purposes of this article, length of service is defined as the length of continuous service in a bargaining unit position. The District will unassign, bump, and layoff personnel in the inverse order of their length of service. The District may exempt a less senior employee from unassignment, bumping, or layoff based on one or more of the following reasons: racial balancing, gender balancing, special qualifications, areas of experience, program and levels of training. PFSP will have the opportunity to review and provide feedback within 72 hours of notification from PPS for exceptions the District is considering for approval.

In the absence of such exemptions, length of service shall be followed. Prior to laying off or reducing work hours of employees who regularly work half-time or more, the District shall consider eliminating less than half-time assignments.

C. ORDER OF LAYOFFS: Staff reductions shall be accomplished within job classifications based on length of service. An employee whose position is eliminated due to such reduction, shall be entitled to “bump” the least senior employee in the employee’s job classification (see Appendix A) or any other classification in which the employee has worked for the District in the last three (3) years. If a vacancy exists in a position that is paid equal to or lower than the employee’s current position, the employee may be offered the assignment at the District’s discretion.

D. SPECIAL SKILLS: The District may choose when conducting a layoff to retain an employee who would normally have been laid-off because of the special skills, training, or abilities that the employee to be retained has which are required for the position. In exercising this right, the District will notify the Federation of the District’s intent to implement this exemption option and will discuss the reasons for exercising the exemption process with the Federation. The District and PFSP agree employees who are in positions that require specialized training or certificates as required by the grantor (i.e. federal funds) will be considered as exempted from bumping unless the more senior employee has the required training.

E. VOLUNTARY LAYOFF: An employee offered an assignment of lower classification or reduced work hours due to staff reductions, may elect voluntary layoff. In such cases, the employee shall be entitled to any recall rights provided by this Article.

F. REASSIGNMENT: An employee rejecting a change in assignment which is comparable in classification and work year shall, by doing so, relinquish any seniority and recall rights provided by this Article, and this Agreement shall be terminated.

G. RECALL: Employees who are laid off, shall be rehired in inverse seniority order into future vacancies within their classifications in assignments for which they are qualified prior to employment of a new hire. Such rights of recall shall extend for a period of fifteen (15) months from the day of layoff. Employees recalled by the District shall be reinstated with seniority rights accumulated as of the date of their layoff. Any employee recalled by the District for a position comparable to the one from which they were laid off, and who rejects such an assignment, shall relinquish all rights provided in this Article and Agreement, and shall be terminated. Employees are responsible to provide the District up to date information and must respond within seven (7)

calendar days from the time of notice to accept or reject such an assignment. Failure to respond within seven (7) calendar days shall constitute rejection of the assignment and such employee will relinquish all rights provided in this Article and Agreement, and shall be terminated.

Placement in support of students subject to 504 funding shall be voluntary. In the case of unassignments, choosing to not be placed in support of students subject to 504 funding shall NOT waive Recall Rights nor Seniority Rights. It is understood that an Educational Assistant agreeing to be placed in 504 support may be returned to work out of Seniority order.

- H. LATE HIRES: Employees who are hired on or before the first day of the second semester who are laid off and rehired into a regular position within five (5) months of their date of layoff, shall be given credit for time worked and attain rights of recall as described above.
- I. NOTIFICATION OF ASSIGNMENT: By May 30, the District will notify, in writing, employees of their intended employment status with the District for the following school year. The District shall make a reasonable effort to notify affected employees of changes in staffing plans that occur during the summer recess. The District shall make a reasonable effort to provide 260-day employees with as much notice as practicable regarding changes in staffing plans, with a minimum 2-week notice of layoff. Failure by the District to provide such notice of changes in staffing plans following issuance of notification will not interfere with the authority of the District to reassign or terminate an employee.
- J. REDUCTION OF HOURS: An employee's work hours shall not be reduced without two (2) weeks written notice to the employee with a copy to the Federation. An employee whose total hours are reduced more than 30 minutes per day, may reject the reduction in hours, and exercise their seniority for reassignment.

Employees shall not be entitled to "bump" into a position with greater FTE than their previous assignment. If a vacancy exists in a position that is paid equal to or lower than the employee's current position, the employee may be offered the assignment at the District's discretion.

Temporary hours may be added at the District's discretion, but shall not be included in determining reduction in hours, bumping, or recall.

- K. RESTORATION OF HOURS: In the event the number of hours of work are reduced for any employee or group of employees within a department or school, and budget funds are restored to that department or school within the following twelve (12) months, the District shall, when practicable, give priority to reinstating the hours to the affected employees before hiring additional staff in the employee's classification within the department or school. In addition, if the position is reinstated before the beginning of the employee's scheduled work year following its elimination, the employee may return to their previous position. An employee whose work hours are reduced may submit an online application indicating the positions for which the employee is interested.

- L. UNASSIGNED EMPLOYEES: An employee declared unassigned at the end of the academic year, but who has been given reasonable assurance of continued employment by the District, shall be placed on a list of such employees for assignment in accordance with Article 12.E.2. The District, when practicable, shall consider preferences of the employee, which shall be collected and recorded in a standardized manner.
- M. NOTIFICATION TO THE FEDERATION: The Federation shall be provided with the names of all unassigned employees, their preferences per Section L, above, and the staffing placement.
- N. EVALUATION PERIOD: When an employee is reassigned, due to an unassignment, to a department they have never worked in, the employee will be required to complete a sixty (60) working-day probationary period. The purpose of the probationary period is to ensure the employee has the necessary skills and abilities to perform the duties of the new job. If it is determined that the employee is unable to perform the necessary duties, the employee will be unassigned and referred to the Human Resources Department for a new placement.
- O. DEPARTMENT or SCHOOL-BASED REDUCTIONS OF STAFF: In the event that staff reductions must be made in individual departments, worksites, or schools, these reductions must be made based on seniority, according to Section II of this Article. Volunteers for unassignment will be considered within the classification experiencing the reduction. Such volunteers may be selected for full unassignment if they have comparable hours and are from within the same classification(s) where the positions are to be eliminated.

P. EXCEPTION TO BUMPING AND PLACEMENTS – HEADSTART

Employees at Headstart locations are exempt from bumping. Vacancies at such schools are not subject to placements of unassigned employees nor are they subject to employees with recall rights, unless mutually agreed by the employee, Administrator and the District.

Q. EXCEPTION TO BUMPING AND PLACEMENTS – CSI DESIGNATED SCHOOLS

Employees at schools that have been designated by the Oregon Department of Education (ODE) as Comprehensive School Improvements (CSI) within the last three years are exempt from bumping. Vacancies at such schools are not subject to placements of unassigned employees nor are they subject to employees with recall rights unless mutually agreed by the employee, Administrator, and the District.

R. EXCEPTION TO BUMPING AND PLACEMENTS – 504 EAs

Educational Assistants that support students subject to 504 funding are exempt from bumping due to special qualifications, areas of experience, program and levels of training. Educational Assistants that support students subject to 504 funding remain eligible to bump or fill vacant

positions within the EA classification that do not support students subject to 504 funding. Placement into vacant Educational Assistant positions that support students subject to 504 funding will follow the requirements in Section II G.

ARTICLE 27 – SCHOOL IMPROVEMENT COUNCIL

TA'd CCL

A. PARTICIPATION

In accordance with HB 2991, each School Improvement Council shall include representation by a classified employee. This representative may be elected by classified employees at the individual building site.

B. MEETINGS

Classified Employees shall be compensated for their participation on the Council according to the provisions of this Agreement.

Participation in School Improvement Council meetings shall be voluntary.

C. TRAINING

Classified employee representatives will be included in all training programs offered to School Improvement Councils.

TA'd 8.24.23

ARTICLE 28 – DURATION OF AGREEMENT

A. The effective date of this Agreement is July 1, 2023. This Agreement will continue in effect until June 30, 2026.

B. In the event that, under applicable laws, some other method of representation or some other applicable representative for the employees is elected, this Agreement shall not terminate, but shall be fully binding according to its terms upon any and all employees or successors to the Federation as exclusive representative of employees or portion thereof, except as to the representation of employees for whom the Federation remains the exclusive collective bargaining representative by law, such event shall terminate the rights and authority of the Federation under this Agreement

[Bargaining Note: Only Article 21 and the provisions of Article 25 that have a July 1, 2023 effective date (6.25 COLA and step) will be applied retroactively.]

APPENDIX A
Classifications

Classification Title	Salary Grade
Administrative Assistant	M
Administrative Clerk H	G
Admin Professional Library Clerk	J
Administrative Secretary	G
Assistive Tech. Practitioner	Appendix E
Behavior Intervention Specialist	Appendix C
Book Clerk	G
Call Center Rep - Transportation	G
Campus Safety Associate	K
Certified Drug & Alcohol Counselor I (CDAC I)	N
Certified Drug & Alcohol Counselor II (CDAC II)	N
Certified Drug & Alcohol Counselor III (CDAC III)	N
Certified Nursing Asst. (CNA)	I
Chief Clerk	M
Clerk	G
Cert. Occupational Therapy Asst.	Appendix D
Community Agent*	H

Department Receptionist	F
Educational Assistant - ELL	F+5%
Educational Assistant - Gen Ed.	F
Electronic Publishing Tech.	M
Equipment Tech/Clerk	M
Family Service Workers – Head Start (FSW)	K
Finance Clerk	K
High School Bookkeeper	H
High School Career Coordinator	N
High School College Coordinator	N
HR Representative	J
Instructional Technology Asst.	H
Industrial Tech Asst.	L
Integrated Curriculum Development	N
Language Access Specialist	H
Library Assistant	H
Licensed Practice Nurse (LPN)	I
Low Incidence Disabilities Spec.	N

Occupational Therapist**	Appendix 2	Technician – Library Information Systems	N
Paraeducator	Appendix C	Therapeutic Intervention Coach	Appendix C
Paraeducator – Pioneer	Appendix C+5%	Therapeutic Intervention Coach – Pioneer	Appendix C
Payroll Benefits Clerk	K	Training Coordinator – SPED	M
Physical Therapy Assistant (PTA)	Appendix D	Transportation Route Planner I	K
Physical Therapist	Appendix 2	Transportation Route Planner II	M
Project Assistant – School	H	Translation & Interpretation Rep*	H
Registered Behavior Technician	Appendix D	Virtual Scholars Mentor*	H
School Administrative Assistant I	M		
School Administrative Assistant II	H		
School Administrative Assistant III	F		
Security Specialist	M		
Security Technician	J		
Senior Admin Secretary I	K		
Senior Admin Secretary II	K		
Senior Clerk I	K		
Senior Clerk II	G		
Sign Language Interpreter	Appendix F		
Site Technology Specialist	N		
Special Ed. Assistant Trainer	K		
Special Ed. Compliance Clerk	K		
Student Attendance Monitor	G		
Study Hall Monitor*	H		
Special Ed. Compliance Clerk	K		

Appendix 2:
Physical and Occupational Therapists
 192-days

1. Initial Salary Placement: Physical Therapists (PT) or Occupational Therapists (OT) will be placed on the schedule according to the degree earned (BA/BS, MA/MS, or Doctorate) and experience according to the following schedule:

Step 1	< 1 year
Step 2	1 year
Step 3	2 years
Step 4	3 years
Step 5	4 years
Step 6	5 years
Step 7	6 years
Step 8	7 years
Step 9	8 years
Step 10	9 years
Step 11	10 years
Step 12	11 years
Step 13	12 years

2. Years of part-time experience will be counted as one-half a year under this Section. Part-time will be considered at least 20 hours per week (.5 FTE).
3. The workday for Physical and Occupational Therapists shall be eight (8) hours including a minimum of thirty (30) minute duty-free lunch. Physical and Occupational Therapists are salaried, exempt employees, the overtime provisions of Article 16 do not apply.
4. The District shall reimburse Physical and Occupational Therapists for tuition cost for up to six (6) non-cumulative hours in a 12-month period for which graduate credit is granted by a college or university. Reimbursement will be for actual cost of tuition but not to exceed the tuition rate for graduate courses at Portland State University. Evidence of a passing grade must be provided to the District in order to receive reimbursement. In the event that appropriate coursework is not available through a graduate/undergraduate program, these funds may be utilized for tuition, registration, or enrollment fees for seminars, workshops, or other related professional conferences if approved by the supervisor. Except for tuition, the

District shall make direct payment, if agreeable by the provider, following receipt of attendance confirmation.

5. Physical and Occupational Therapists shall be entitled to two (2) accumulative professional leave days per year, but the employee may not use more than four (4) such days per year. Such days may be used only for attendance at conferences, workshops, seminars, etc., which are directly related to the employee's assignment with the District. Such leave must be approved by the employee's supervisor.
6. A Professional improvement Fund as identified in Article 14 shall be available to Physical and Occupational Therapists for the purpose of attending conferences, seminars, and workshops related to the employee's work assignment. Tuition, registration or enrollment fees may be reimbursed as per paragraph 2 above. The group may submit its recommendations as to how the funds shall be distributed among the employees. Use of funds must have prior approval by the District.
7. Prior to the end of the school year, the District shall provide Physical and Occupational Therapists with the opportunity to consult with the administration regarding assignments for the subsequent year. Prior to a substantial modification of an assignment, i.e., relocation, the administration shall meet with the affected employee(s) to discuss the modification. In the case of involuntary transfer, absent specific program or skill requirements, the least senior employee shall be transferred. Upon request of an employee, the supervisor shall meet and consult regarding caseload and/or course load assignments.
8. Physical and Occupational Therapists who write IEPs shall be provided thirty-two (32) hours of released time, per year, for that purpose. An Occupational Therapist or Physical Therapist who attends an IEP meeting outside of their work day shall be paid at their hourly rate of pay for the duration of the meeting.
9. Early retirement incentive payments to teachers by the District shall also be provided to Physical and Occupational Therapists.
10. Individuals on the BA column who earn 60 additional job related credits must submit official transcripts to HR for advancement to the MA salary column. For individuals with professional licenses, CEUs may be substituted for college credit at ten (10) clock hours of CEUs to one (1) quarter hour of college credit. Salary adjustments will be made effective the first day of the following pay period.

Individuals who earn their OTD or DPT, which is required for their positions, must submit official transcripts to HR for advancement to the DPT or OPT salary column. Salary adjustments will be made effective the first day of the following pay period.

Physical and Occupational Therapists Salary Schedule

[Insert Scale]

Add \$2,000 for additional earned Doctorate(s), other than DPT or OTD, or Board Certification in field related to assignment.

**Memorandum of Agreement
Between
Portland Public Schools
And
Portland Federation of School Professionals**

During negotiations for a successor labor agreement, the parties identified three areas for further discussion.

Physical and Occupational Therapists: Within 90 days following ratification of the contract, the parties agree to form a work group comprised of 3 PFSP and 3 PPS members to discuss issues related to occupational therapists and physical therapists including but not limited to: assignment and workload, mentorship process for new hires, job descriptions for team members, and overload. PFSP-represented employees shall be offered release time or extended hours pay to participate in the work group. The OT/PT work group will submit recommendations to the Senior Director of Employee and Labor Relations no later than June 30, 2024.

Sign Language Interpreters: Within 90 days following ratification of the contract, the parties agree to form a work group comprised of 3 PFSP and 3 PPS members to discuss issues related to the SLIs salary schedule in Appendix F. PFSP-represented employees shall be offered release time or extended hours pay to participate in the work group. The SLI work group will submit recommendations to the Sensory Direction of Employee and Labor Relations no later than June 30, 2025.

Safety and Training: Within 90 days following ratification of the contract, the parties agree to form a work group of 6 PFSP and 6 PPS members to collaboratively solve issues related to safety and training. This work group shall address safety conditions including but not limited to work-related injuries and streamlining injury reporting, adequate training and onboarding for employee's work assignments, and implementation of school board policy 4.50.060-AD *Student Restraint and Seclusion*. PFSP-represented employees shall be offered release time or extended hours pay to participate in the work group. The safety and training work group will submit recommendations to the Senior Director of Employee and Labor Relations no later than June 30, 2025.

2023- 2026 AGREEMENT



Portland Federation
of School Professionals



School District No. 1 Multnomah County, Oregon

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AGREEMENT
between
PORTLAND FEDERATION OF SCHOOL PROFESSIONALS
and
SCHOOL DISTRICT NO. 1,
MULTNOMAH COUNTY OREGON

AGREEMENT BETWEEN PORTLAND FEDERATION OF SCHOOL PROFESSIONALS, LOCAL NO. 111, (KNOWN PRIOR TO JULY 1, 2011 AS PORTLAND FEDERATION OF TEACHERS AND CLASSIFIED EMPLOYEES, PFTCE) AFFILIATED WITH THE AMERICAN FEDERATION OF TEACHERS-OREGON, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (HEREINAFTER CALLED "FEDERATION") AND SCHOOL DISTRICT NO. 1, MULTNOMAH COUNTY, OREGON (HEREINAFTER CALLED "DISTRICT") MADE ON THE AUTHORITY OF ITS BOARD OF DIRECTORS (HEREINAFTER CALLED "BOARD").

ARTICLE 1 – RECOGNITION

The Board recognizes the Federation as the sole and exclusive bargaining representative, as certified by the Oregon Employment Relations Board, for, and this Agreement shall apply to all employees specified in the Appendices of this Agreement and those subsequently recognized or certified. Such recognition excludes:

1. Employees determined as confidential or supervisors as defined in ORS 243.650 (Chapter 536 Oregon Laws, 1973);
2. Substitute employees; and
3. Student volunteers.
4. A volunteer or student volunteer shall not be used for the purpose of replacing an employee in an approved position.
5. Temporary Employees. A temporary employee is one who is hired to fill a position with a duration of ninety (90) consecutive days, or less, or to replace a regular employee on an approved leave of absence or absence due to an on the job injury.

ARTICLE 2 – STATUS OF AGREEMENT

- A. This Agreement shall modify, replace or add to any policies, rules, regulations, procedures, or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and become part of the established policies, rules, regulations, practices and procedures of the District.
- B. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court or agency of competent jurisdiction, all other provisions of this Agreement shall continue in effect. Only the subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by this Agreement.
- C. There shall be four (4) signed copies of the final Agreement for the purpose of records. Two (2) shall be retained by the Board, two (2) by the Federation.
- D. Within sixty (60) days following the signing of this Agreement, the District shall provide 250 copies of this Agreement to the Federation and make a copy of the Agreement available electronically.
- E. The parties acknowledge that during negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any

subjects appropriate for bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, except as otherwise expressly provided for in this Agreement, the Board and the Federation agree that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter during the term of the Agreement.

ARTICLE 3 – CONTRACT ADMINISTRATION

- A. Representatives of the Federation and the District may meet at mutually agreed upon times and places for the purpose of reviewing the administration of the contract in force and attempting to resolve any problems that may arise thereunder. Release time without loss of pay shall be provided to a maximum of three (3) Federation representatives to attend such meetings.
- B. Neither party shall have any control over the selection of the representatives of the other party. Other problems which may be of concern to either the District or the Federation may be placed on the agenda by mutual consent.
- C. These meetings are not intended to bypass the grievance procedure, and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. The Federation may, however, present the problems on behalf of the group of employees which involves an alleged violation of this Agreement.

ARTICLE 4 – FEDERATION RIGHTS

- A. The Federation, through its representatives, shall have the right to transact official Federation business relevant to employees on school district property at all reasonable times, provided that it does not interfere with or interrupt classes or other normal school district operations. Such rooms or other appropriate meeting facilities shall be made available for Federation use as requested without charge to the Federation, except that the District may make a reasonable charge when special service is required beyond normal operational practice.
- B. The Federation and its building representatives shall have the right to use school district facilities and equipment, at reasonable times, when the same are not otherwise in use. This shall not include use of, or access its HRMS, purchasing and inventory administration systems. The Federation agrees to pay costs of all materials and supplies incidental to such use.
- C. The District shall permit Federation representatives to visit the school district buildings. Federation representatives shall make known their presence to the appropriate authority in the building. Employee conferences, should they become necessary, shall be

scheduled so as not to interfere with work assignments or disrupt normal school district functions.

- D. The Federation shall have the right to make announcements at employee staff meetings or by use of any existing communication procedures not ordinarily available to students.
- E. The Federation and its representatives shall have the right to post notices of activities and matters of Federation business and concern on staff bulletin boards. At least one such bulletin board shall be in each school district building. The Federation may use the District mailboxes for communications.
- F. The District shall make available to the Federation, upon written request to the Office of the Superintendent, any and all reasonably available information, statistics and records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement. Should such requests exceed 50 pages of copied material per month, the Federation shall, upon written request, reimburse the District for the excess copies at the rate of ten cents (\$.10) per page. This provision does not apply to, nor include, the periodic lists of bargaining unit members that are provided for the administration.
- G. The District agrees to provide the Federation with the name, address and cost center of all unit members by October 10th of each school year. Thereafter, a listing of the name, address, work site, position, and home phone number, if available, of newly hired employees shall be provided on a monthly basis.
- H. The Federation shall be provided time on the agenda of each regular board meeting for brief comments. If the Federation has a formal presentation, it shall be afforded a reasonable amount of time as determined by the Board. Subject to the time line for notification established by the District, the Federation shall notify the Office of the Superintendent of the proposed length of the Federation's formal presentation, the subject matter thereof, and any specific action to be required from the Board or administration at the meeting. The Federation agrees not to use its rights under this Section for the purpose of collective bargaining with the Board or any of its members, or for discussing matters that the Board believes to be of primary concern to employees covered by other bargaining agreements.
- I. The Federation shall be given time on the agenda of any general orientation meeting conducted by the District for new employees covered under this Agreement. The Federation shall also be given an opportunity to provide input in the planning and development of such orientation meetings.
- J. A Federation appointed representative at work sites having eight (8) or more bargaining unit members shall be allowed release time of up to forty-five (45) minutes or one (1) class period, whichever is less, per month for the purpose of attending to matters relating

to this Agreement. Such representatives must be employed for seven (7) hours or more per day. Designation of such periods must be agreed to by the work site administrator and shall not interfere with educational or other work activities.

- K. In the event the District creates a new job classification (i.e., by assignment of an existing employee or the hiring of a new employee to such a newly created classification) which is neither supervisory nor confidential, the Federation shall be notified, with not less than thirty (30) days' written notice, of the job title, job description, and proposed salary range. Such notice shall include a declaration as to the District's determination as to the bargaining unit status of the new classification.

The District shall inform the Federation, with not less than thirty (30) days' written notice, when it proposes to eliminate an existing job classification or proposes to remove a position from the bargaining unit.

- L. Upon request by the Union up to six bargaining unit members shall be released from their daily job assignments for the purpose of attending bargaining sessions for bargaining successor collective bargaining agreements.
- M. All newly hired employees represented by the Federation will be offered the choice of a hard copy of the Agreement or a link to the Agreement online. PPS will retain 100 copies of the 500 copies provided for in Article 2 for this purpose.
- N. The District and PFSP recognize the law that is HB 2016.

ARTICLE 5 – NON-DISCRIMINATION

In administering the terms and conditions of this Agreement, the parties agree to comply with applicable state and/or federal statutes and/or regulations regarding nondiscrimination, i.e., on the basis of age, sex, sexual orientation, religion, race, physical handicap, marital status, political activity and affiliation. It is the expressed intent of the Federation, in executing this Agreement, that the Board and its designees shall retain sole control and direction over the District's compliance with such laws and/or regulations and that this Article shall in no way be interpreted as affecting the application thereof. The Federation shall use its best efforts to direct employees complaining of such discrimination to appropriate District administrative remedies. It is the intention of the parties that the interpretation given to this Article shall be consistent with the proper interpretation of the provision of the Oregon Fair Employment Practices Law contained in ORS 659.030. This article is not subject to the grievance procedure.

ARTICLE 6 – MAINTENANCE OF BENEFITS

No employee covered by this Agreement shall suffer any reduction in rate of pay or benefits as a result of the execution of this Agreement unless such rate of pay or benefits are set forth in this Agreement.

ARTICLE 7 – MANAGEMENT RIGHTS CLAUSE

Except as otherwise provided in this Agreement, the Federation agrees that the Board and its designees shall retain control and direction over all matters of inherent managerial policy. Such matters shall include, but are not limited to:

- A. The executive management and administrative control of the school system, and its functions and programs, including the development of budgets and actions as may be necessary to meet emergency situations;
- B. Hire all employees and determine their qualifications and the conditions of their continued employment, their training, and any discipline, dismissal, demotion, promotion, or transfer;
- C. Assign and direct the work and work location of all employees, and determine the number of shifts and hours and days of work and starting times and the scheduling of all employees;
- D. Determine the policy affecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria;
- E. Establish the work year and school calendar;
- F. Determine the services, supplies and equipment necessary to continue operations and determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including any changes, automation, or institution of new methods or processes;
- G. Adopt rules and regulations;
- H. Determine the location or relocation of facilities, including the establishment or relocations of schools, buildings, departments, divisions, or subdivisions and the relocation or closing of offices, departments, schools, programs, divisions or subdivision, buildings or other facilities;
- I. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;

- J. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
- K. Determine the size of the management organization, its functions, authority, and amount of supervision, and table of organization; and
- L. Select and utilize technology.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific written terms of this Agreement and are subject to the duty to bargain under ORS 243.650 et. seq. Whenever practicable, the District shall inform the Federation of any significant actions affecting employees covered by this Agreement.

ARTICLE 8 – NO STRIKE CLAUSE

- A. During the life of this Agreement, neither the Federation nor any employees represented by the Federation will authorize, cause, engage in, or sanction any form of illegal concerted work stoppage, boycott, picketing, or any other interruption of work at, within, or concerning any facilities or operations of the school district. Nothing shall impose any obligation on the District to compensate employees for absences resulting from concerted work stoppage.
- B. In the event of a labor dispute between the District and employees not covered by this Agreement, the provisions of Section A will remain in effect; provided however, that in the event of a strike by such employees, the District shall not require employees covered by this Agreement to perform work which is usually performed by striking employees unless such work is also inherent to employees covered by this Agreement.

ARTICLE 9 – PAYROLL DEDUCTIONS

A. PAYROLL DEDUCTIONS

- 1. Any employee in the bargaining unit who is a member of the Federation, or who has applied for membership, may sign and deliver through the Federation to the District's Payroll Office an assignment authorizing deduction of membership dues in the Federation. Such authorization will continue from year to year unless revoked in writing. Pursuant to such authorization, the District shall deduct the regular monthly dues from a regular salary check of the employees during each calendar month. With respect to all sums deducted by the District pursuant to said authorizations, the District agrees to remit such sums within five (5) working days from the end of the calendar month in which the deduction was made.

2. Any employee in the bargaining unit who has applied for Political Action Fund (PAF) payroll deduction, may sign and deliver through the Federation to the District's Payroll Office an assignment authorizing deduction in addition to their regular membership dues amount. The new total amount authorized to be deducted will be given in writing to the District's Payroll Office. Such authorization will continue in effect from year to year unless revoked or changed in writing from the Federation Office to the District Payroll Office. Pursuant to such authorization, the District shall deduct the regular monthly amount from a regular salary check of the employees during each calendar month. With respect to all sums deducted by the District pursuant to said authorization, the District agrees to remit such sums within five (5) working days from the end of the calendar month in which the deduction was made.

B. Upon appropriate written request from an employee, the District shall deduct from the salary of the employee and make appropriate remittance for the following approved deductions:

- Approved Charitable Organizations
- Medical Insurance (School District #1 Health & Welfare Trust) Fixed or Variable Tax Deferred Annuity Plans
- I.R.C. Section 125 Flexible Spending Account Plan

The District shall perform the same service for Federation members for any insurance plans offered exclusively by the Federation for Federation members, within the software and hardware constraints of the District payroll system.

Upon appropriate written request from an employee, the District shall deduct from the salary of the employee and make direct deposit to a checking and/or savings account.

C. The District may withhold from an employee's final paycheck any amount of overpayment that results from an employee who has been issued equal monthly paychecks pursuant to Article 25.B and has terminated employment during the school year. The District warrants and agrees to indemnify, defend, and hold the Federation harmless for any withholding under this Section (Article 9, Section D).

ARTICLE 10 – PERSONNEL FILE

A. Each employee shall have the right, upon request, to review the contents of the District's official personnel file. Materials received prior to the date of employment by the District are excluded from employee review. One such official personnel file shall be maintained by the District.

- B. A representative of the Federation may, at the employee's request, accompany the employee and/or review their personnel file. The employee may respond to or answer any document in the file. The response shall be placed therein and attached to the document to which it is related.
- C. A representative of the Federation shall have access to an employee's personnel file in order to perform their duties as the exclusive bargaining representative of bargaining unit members.
- D. An employee will be provided with a copy of any materials placed in their official personnel file by the District.
- E. Anonymous materials shall not be placed in the official personnel file.
- F. An employee may request in writing to the Human Resources department that oral warnings or oral reprimands be removed from their official personnel file and building/department file after two (2) years, provided that no subsequent such entries have been made into official personnel file.
- G. The employee may place in their file any material that they feel is pertinent to their professional career, performance and qualifications.
- H. Any official grievance filed by any employee shall not be placed in the official personnel file of the employee, and shall not be used in any connection with or recommendation for job placement or performance.

ARTICLE 11 – JOB DESCRIPTIONS/POSITION GUIDE

- A. Employees new to the District and/or a worksite shall be given a copy of the District's job description applicable to their job classification. Employees will receive a copy of their job description upon request made to the Human Resources Department within thirty (30) days of the request.
- B. Upon assignment to a new worksite or request by an employee, the supervisor shall, within thirty (30) days, provide and review with the employee a written "position guide" or list of job duties outlining the specific duties and responsibilities of the employee's work assignment. A copy of such position guide shall be placed in the employee's official personnel file. An employee who believes that a substantial discrepancy exists between their written "position guide" and the District's job description applicable to their job classification may request a review as provided by Article 13.
- C. Educational Assistants, Paraeducators, and Library Assistants shall be under the direction of a teacher or licensed staff member. Educational Assistants and

Paraeducators assigned to a classroom shall be supportive of the teacher but shall not develop lesson plans or instructional programs. Lesson plans shall be in an area accessible for Educational Assistants and Paraeducators. Library Assistants shall not develop lesson plans or instructional programs. Such employees shall be given administrative support in dealing with disruptive students.

- D. The District will conduct an annual orientation program within the first ninety (90) days of each school year. The District will continue to meet its obligations under ORS 243.804(1)(b) related to the Federation's right to meet with employees during new hire orientations.
- E. Local school building office personnel shall not be responsible for actual discipline of students. Local school building office personnel will be responsible for monitoring students while they are in the office, but will not be solely responsible for the supervision of students during an in-school suspension or other prolonged periods where the need for supervision is foreseeable. The employee can request assistance from the administrator or their designee.

ARTICLE 12 – POSITION VACANCIES AND ANNOUNCEMENTS

- A. Vacant positions which the District anticipates will continue for more than six (6) months shall be posted, for the purpose of providing opportunity to existing employees to make application for such positions. Such positions shall be posted for not less than five (5) workdays providing that the delivery of services would not be substantially disrupted by delay caused by the posting. Educational assistant and paraeducator vacancies of six (6) hours or more for the subsequent school year which become known between April 1 and July 15 shall be posted by the District.
- B. Except where provided elsewhere in this Article, bargaining unit members shall be entitled to apply for any posted position. Employees who are interviewed shall be notified of the outcome promptly following any final decision by the District.
- C. Vacant positions need not be posted when:
 - 1. The vacancy is to be filled by assignment or promotion of a regular employee.
 - 2. The position to be filled is by an employee, who is unassigned, or an employee returning from a leave of absence, or an employee having recall rights from layoff.
 - 3. The position is less than three (3) hours.
 - 4. The vacancy is to be filled by the administration initiated transfer of an employee. The reason for such transfer shall be discussed with the employee, and, whenever

possible, the employee's preferences shall be considered. The Federation shall be notified of such transfers.

5. The vacancy is to be filled by the employee who had been bumped from that position.
 6. The vacancy for the subsequent year became known after July 15 and prior to the beginning of the position's work year.
- D. Nothing in this Article shall be interpreted as restricting the District in determining who is selected to fill a vacancy. The selection decision by the District shall not be grievable.
 - E. The District shall provide the Federation with the names of the persons hired for positions posted as required by this Article.
 - F. Employees may make their transfer preferences known through the applicant management system. The District retains sole discretion to grant or deny transfer requests. Transfer requests are not subject to the grievance procedure.
 - G. An employee who requests and accepts a transfer is not eligible to apply for a subsequent transfer to a comparable position within the same school year. Employees remain eligible to apply to positions for the purpose of promotion or increase in hours within the same school year, even if they have already transferred.
 - H. Employees permanently transferred to a new worksite due to program needs shall be given at least five working (5) days' notice prior to the transfer taking place, unless the transfer is necessary to meet a specific, unforeseeable student need.

ARTICLE 13 – PROMOTIONS AND RECLASSIFICATIONS

- A. An employee who is promoted to a position of higher classification, but after a reasonable period of time not exceeding six (6) months is unable to demonstrate a satisfactory level of performance in that position, shall be entitled to return to a position comparable to the one held prior to their promotion providing a vacancy exists. In such case, the employee will be placed on the salary schedule at the salary step they would have realized had the promotion not occurred.
- B. For the purpose of this Article, "promotion" shall mean the assignment of an employee from their present position to a position having a higher salary classification than the one previously held as the result of being selected for an open position. Reclassification shall mean that a position occupied by an employee is changed to a higher salary classification but the employee remains in the position. An employee who is promoted or reclassified will be salary placed using the initial salary placement process in Article 25.C.

- C. An employee temporarily assigned the full duties and responsibilities of a higher salary level position for more than five (5) days shall be paid a minimum of five percent (5%) above their current hourly rate or the first step of the higher classification, whichever is the greatest, retroactive to the first day of the temporary assignment.
- D. Employee requests for job assignment classification review shall be identified on the Contract Admin log. The outcome of the classification review shall be shared with the Federation prior to the District informing the employee of the outcome. If further discussion is necessary it will take place at Contract Admin. If it is determined that a change in classification is justified, the position shall either be reclassified or the work assignment restructured to comply with the existing classification. The effective date for any salary increase shall be the first day of the next pay period in which the original request for reclassification was made by the employee, provided the employee complied with the procedures for requesting a classification review.

ARTICLE 14 – CAREER DEVELOPMENT AND JOB TRAINING

- A. The District shall establish a career development fund in the amount of Fifty Thousand Dollars (\$50,000.00) per contract year for the purpose of assisting employees seeking to upgrade and gain new skills. This fund shall be allocated as follows: \$7,000.00 for Occupational Therapists, Physical Therapists, Certified Occupational Therapy Assistants (COTAs), and Physical Therapy Assistants (PTAs), \$4,000.00 for Sign Language Interpreters and \$39,000.00 for all other bargaining unit members.
 - 1. Half of the funds will be available July through December of each year. The remaining half will be available January through June of each year. Any funds not used during the first half of the year shall carryover to the second half of the year. Uses of such funds shall be for the cost of enrollment in workshops, seminars, conferences, college courses, or testing fees related to public education or work performed by members of the bargaining unit. The fund may not be used for travel, lodging and meals unless the cost of the meal is included in the fee for attending the workshop, conference or seminar.
 - 2. Requests for use of funds must be submitted through the employee's supervisor with final approval by the Human Resources Department prior to taking the course. The Federation shall receive a report at the end of each semester containing the requests submitted to the supervisor and the final decision of the Human Resources Department. To receive reimbursement, an employee must provide verification of successful completion of the work as soon as possible following completion of the work. Reimbursement will be made no later than twenty (20) business days following the submission of all required documentation.

3. Up to Five Thousand Dollars (\$5,000) per year of the CD funds may be used to pay for substitutes for those taking job-related trainings for which CD funds have been accessed.
 4. Should a PFSP employee receive a "University Reduced Enrollment Fee Privilege" (voucher) via PPS lottery for two-thirds ($\frac{2}{3}$) of a course instructional fee, they may apply for the remaining one-third ($\frac{1}{3}$) to be paid from Career Development funds up to their personal maximum of \$750 per fiscal year. The District will approve the request contingent upon the availability of funds per the limits established above (A).
 5. Reimbursement shall not be made for amounts of less than Fifteen Dollars (\$15.00) and no employee shall receive more than Seven Hundred Fifty Dollars (\$750.00) in any one year. Twelve Hundred Dollars (\$1,200.00) from the fund each year shall be available for miscellaneous employees (those working less than half time). Except for tuition, the District shall make direct payment, if agreeable by the provider, following receipt of attendance confirmation.
- B. The District shall pay the full cost of tuition fees, supplies, mileage and any other related costs if the employee meets District guidelines for any class, workshop or seminar for which an employee is directed to attend. If such attendance is required outside the employee's work hours, the employee shall be paid as required by law.
- C. An employee may attend a workshop, conference or seminar related to their work assignment during their regular work hours provided the following conditions are met:
1. Approval of supervisor;
 2. Coverage of work assignment utilizing additional funds as outlined in Article 14 A3;
 3. Documentation provided to validate attendance.
- D. The District shall establish an Inservice Fund in the amount of Ten Thousand Dollars (\$10,000.00) for each year of the contract for the purpose of providing an inservice program for Classified Employees. Unless mutually agreed upon, unused funds shall not carry over to future years. The Federation will participate with the District in a Joint Labor/Management Committee to facilitate the development and implementation of such program.

ARTICLE 15 – LUNCH AND REST PERIODS

- A. Each employee working more than five (5) hours per day shall be entitled to a minimum one-half ($\frac{1}{2}$) hour, continuous, duty-free lunch period without pay. Employees who are required to be on duty during their one-half ($\frac{1}{2}$) hour lunch period shall, at the discretion of the supervisor, be given the equivalent time off at the end of the day or compensated for the duty lunch.

- B. Employees shall receive a fifteen (15) minute break during each four (4) hours, or major portion of four (4) hours, of work. Employees who are regularly scheduled to work more than six (6) hours shall receive two (2) such breaks. Such breaks shall be at times convenient to the work schedule as determined by the supervisor. An employee who is required to work more than one (1) hour beyond an eight (8) hour shift shall be entitled to a fifteen (15) minute break at the end of the normal eight (8) hour shift.
- C. Whenever practicable, a Sign Language Interpreter shall be given a five (5) minute break from signing during the natural breaks in the bell schedule.

ARTICLE 16 – OVERTIME AND CALL BACK

A. OVERTIME

1. Overtime shall be compensated at time and one-half of the employee's hourly rate and will be paid only after eight (8) hours of work in one (1) day or after forty (40) hours of work in one (1) week. This overtime rate shall also apply to work performed on Saturdays and Sundays unless such days fall within an employee's regular workweek assignment, or on scheduled "down days." Employees for whom Saturday and Sunday falls within their regular workweek assignment shall be paid the overtime rate of time and one-half for any work performed on their assigned days off.
 - a. With prior mutual written agreement between the employee and their supervisor, an employee may be granted flextime and be allowed to work more than eight (8) hours in a day at the straight time rate provided the employee is given the same amount of time off during the same workweek.
2. An employee who works on a paid holiday (see Article 22.B) shall receive holiday pay plus time and one-half straight time pay for hours worked.
3. Overtime must be authorized in writing by the supervisor.
4. When overtime is available, supervisors will attempt to find bargaining unit members who are willing to work the additional hours.
5. When an employee has been authorized to work from home and agrees to do so outside of their regularly scheduled hours, the employee will be paid at the overtime rate for actual hours worked.

B. CALL BACK

1. Emergency Call Back.

An employee called back to work after completing an eight (8) hour shift shall be compensated at the greater of the following:

- a. Overtime rate times actual hours worked, or
- b. Four (4) hours of straight time pay.

2. Scheduled Call Back.

An employee, who is required to return to work for evening activities such as back to school programs, parent conferences, etc., shall receive a minimum of three (3) hours compensation for such time. This three (3)-hour minimum may be satisfied through early release of the employee from their regular work schedule. "Evening" is defined to begin one hour after the end of the employee's work shift.

C. COMPENSATORY TIME

In-lieu-of pay, compensatory time off at the overtime rate may be specified by the District. However, time off or pay must be granted by the end of the next calendar month following the month in which the overtime was worked unless mutually agreed otherwise by the District and the employee. Compensatory time may be accrued to a maximum of forty (40) hours.

D. MANDATORY OVERTIME FOR CAMPUS SAFETY ASSOCIATES

The District will continue to fill overtime positions for Campus Safety Associates by first soliciting volunteers to work available overtime. The District will apply the following procedure when necessary to assign mandatory overtime in non-emergency situations due an insufficient number of volunteers:

1. All Campus Safety Associates will be ranked on an overtime list in order by seniority with the most senior Campus Safety Associate being at the top of the list, and the newest Campus Safety Associate being at the bottom of the list at the start of each school year.
 - a. Seniority will be determined by the number of years each Campus Safety Associate has been a Campus Safety Associate.
 - b. The overtime list will be a rolling list. Once a Campus Safety Associate completes an assigned overtime shift, they will be placed at the top of the overtime list.
 - c. Campus Safety Associates who are hired during the school year will be placed on the bottom of the overtime list once they have been hired.
2. Overtime will be assigned beginning at the bottom of the overtime list.

- a. If the person on the bottom of the list has already volunteered to work the event or is otherwise working for PPS at the time of the assignment, then the next higher person on the overtime list will be selected. The Campus Safety Associate at the bottom of the list will remain at the bottom of the overtime list for the next time the list is used.
3. Campus Safety Associates assigned overtime will be compensated for a minimum of four (4) hours at the overtime rate. This provision only applies to overtime of a call-back nature.
4. Campus Safety Associates will be notified via District Email as soon as possible once selected for assigned overtime from the overtime list and at least 48 hours from the start of the overtime shift, unless a bona fide exigency prevents such notice. If a Campus Safety Associate is required to work an assigned overtime shift with less than 48 hours' notice, the Campus Security Agent will be paid an hourly rate equal to two times their normal hourly rate.
5. A Campus Safety Associate(s) may request to be excused from a specific overtime assignment based on a significant hardship. The District Security Director or Security Manager will review a request based on significant hardship on a case by case basis. If the request is granted, the Campus Safety Associate will remain at the bottom of the list for the next overtime opportunity.
6. If the Campus Safety Associate does not report for the assignment, they could be subject to discipline depending on the totality of circumstances and would remain at the bottom of the rolling seniority list to be assigned to the next occurrence.
7. Once the Campus Safety Associate completes the assigned overtime shift, the Campus Safety Associate is placed at the top of the rolling seniority list by order of seniority.

ARTICLE 17 – OPTIONAL WORK SCHEDULE

- A. The District reserves the right to implement a ten (10) hour day, four (4) day work week, but shall consult with representatives of the Federation before so doing for the purpose of applying this Agreement to such a schedule.
- B. If at the beginning of the work year approval has been given to modify the employee's work year, the employee may elect to have the additional salary distributed equally over their annual pay schedule.
- C. An employee who works more than fifty percent (50%) of a month beyond their scheduled work year will receive an additional day of sick leave accrual for that month.

ARTICLE 18 – EMPLOYEE DISCIPLINE

- A. No employee shall be disciplined without just cause. For the purpose of this Article, discipline shall include verbal and written reprimands or warnings placed in the employee's personnel file, suspension and discharge.
- B. An employee who is disciplined has the right to use the grievance procedure. In the case of suspension without pay or discharge, the grievance shall be initiated at Step 2 and such hearing shall be deemed a hearing under ORS 342.663.

In the case of discharge based upon unsatisfactory work performance of an employee with more than six (6) months of service, the arbitrator shall be limited to considering the following:

1. Was the employee warned?
 2. Was the employee given an opportunity to improve?
- C. An employee shall have the right to attach a written statement to any written warning or reprimand and have such statement placed in their personnel file.
 - D. An employee shall have the right to have a representative present at any meetings which the employee believes may result in discipline, except such right will not exist when the meeting is related solely to the evaluation of the employee's work performance. Prior to such a meeting, the employee will be provided written notice of its purpose and the right to a representative present during the meeting.
 - E. Whenever practicable, discipline shall be administered in private and shall be progressive. Progressive discipline shall mean verbal warning, written warning (which may include placement on probation, including improvement expected), suspension without pay, and termination. The nature of the offense shall determine where progressive discipline is initiated.
 - F. If a complaint from a parent, co-worker, or other non-supervisory third party is used to support discipline, the employee shall be given the name of the complainant and copies of the complaint or the supervisor's documentation thereof.
 - G. Employees shall be expected to return from leave immediately upon expiration of leave. Failure to return from leave or being absent from work without any grant of leave for three (3) or more consecutive workdays shall be considered job abandonment, and the employee will be terminated. If any employee is unable to report to work for circumstances beyond their control, they will be on unpaid leave until the situation is investigated and resolved.

- H. The probationary period for newly hired employees will be six (6) calendar months. Termination of probationary employees shall not be subject to appeal.

ARTICLE 19 – EMPLOYEE EVALUATION

- A. Formal evaluation of employees shall be in writing and shall be for the purpose of establishing a record of the employee's work performance. The evaluation may include but is not limited to: establishing performance standards and outcome measures, recognition of an employee's efforts, as well as planning for improvement. Issues of attendance and punctuality may be addressed if they have previously been discussed with the employee. The employee's job description shall be a basis for the evaluation.
- B. The evaluator shall review the written evaluation with the employee and provide the employee with a copy. The employee shall sign the evaluation acknowledging receipt. If the employee has objections to the evaluation they may, within twenty (20) working days following receipt of the evaluation, put such objections in writing and have them attached to the evaluation report and placed in their personnel file.
- C. The frequency of evaluations shall be determined by the District and generally occur every other year by February 1st for bargaining unit employees. If the District chooses to do so, it may conduct formal evaluations on an annual basis. An employee may request to receive one (1) annual evaluation. Such request shall be in writing to the employee's supervisor with a copy to the Human Resources Department.
- D. The Human Resources Department will consult with the Federation in developing an outline of best practices to be used in conducting employee evaluations.
- E. When the District determines that an employee's work performance is unsatisfactory, it shall inform the employee in writing of any deficiency and the improvement expected and provide the employee with the opportunity to correct the unsatisfactory performance within a reasonable time period established by the District.
- F. The judgment of an employee's work performance by an evaluating supervisor shall not be the subject of a grievance. A grievance concerning an evaluation shall be limited to an allegation that the evaluation was done in bad faith or clearly untrue. The burden of proof shall rest with the grievant. Such grievance shall be filed at the next administrative level above that of the evaluator and that administrator shall provide a written decision within ten (10) working days of any hearing. If the grievance is not resolved, it may be appealed by submitting a written statement to the Human Resources Department within ten (10) working days following receipt of the administrative written decision. The written statement must clearly set forth why the previous decision is in error regarding the allegation of bad faith or being clearly untrue. The Director of Labor Relations, or designee, may review the record of the grievance and/or conduct a hearing and shall

issue a written decision within ten (10) working days following such review or hearing. Such decision shall be final.

- G. The Federation will be provided with a copy of the current Evaluation Form/Tool used to evaluate classified members of PFSP. Any updates to this evaluative form will also be provided to the Federation before being used to evaluate employees.

ARTICLE 20 – GRIEVANCE PROCEDURE

The purpose of this procedure is to provide for an orderly and expeditious adjustment of grievances contended by an employee or group of employees.

SECTION 1

DEFINITIONS

- A. A “grievant” is an employee or group of employees who initiate a complaint alleging that the employee or group of employees have been directly injured through a violation of the terms of this Agreement. The term “grievant” also includes the Federation with respect to grievances growing out of an alleged violation of its organizational rights under this Agreement.
- B. “Grievance” shall mean an allegation by an employee or group of employees that they have been directly affected by a violation of this Agreement. The term “grievance” shall not include and this grievance procedure shall not apply to any of the following:
 - 1. Any matter as to which the Board of Education is without authority to act.
 - 2. Any matter for which a specific administrative or judicial remedy has been prescribed by State and/or Federal Statute, such as employment discrimination, health and safety, etc.
 - 3. Any dispute concerning whether any part of this Agreement became effective or ceased to be effective.
- C. The term “days” shall mean workdays excluding weekends and holidays.

STEP 1

- A. Since the purpose of this procedure is to settle grievances equitably and informally if possible, at the lowest possible administrative level, a thorough discussion of the complaint shall be conducted by the grievant and the supervisor or administrator, who has approved the action which has caused the employee to be aggrieved, to seek grounds for resolution of the problem.

Federation grievances alleging violations of organizational rights may be addressed at Contract Administration.

- B. In the event the problem cannot be resolved at Step 1 A., the grievance shall be submitted to their immediate supervisor in writing within thirty (30) calendar days of the alleged violation. The immediate supervisor shall respond within ten (10) days following the date the grievance was presented with a decision in writing. If the aggrieved is not satisfied with the step 1 decision, the aggrieved has ten (10) days from that date of receiving the decision letter to appeal to step 2.

STEP 2

If no settlement is reached at step 1B, the grievance may be appealed by submitting a written statement to the Director of Labor Relations or designee within ten (10) days. Grievances regarding discipline or discharge shall be filed at step 2 within ten (10) days of the alleged violation. Within ten (10) days following receipt of the step 2 grievance, a hearing regarding the appealed grievance will be held with the grievant and their representative and a written decision shall be provided within ten (10) days following the conclusion of such hearing.

STEP 3 — ARBITRATION

Insofar as the District's decision is alleged by the grievant to be a violation of a specific provision of this Agreement, the grievant, through the Federation, may appeal the decision to an arbitrator according to the following procedures:

Within thirty (30) days of the District's decision, the grievance may be appealed to arbitration by requesting that the Oregon Employment Relations Board furnish a list of seven (7) arbitrators. The parties shall then meet to alternately strike one name from the list until one remains and such person shall be the arbitrator. In the alternative, the parties may jointly agree upon a person to serve as arbitrator.

- A. An employee may not appeal to arbitration without approval of the Federation and without notice to the District of the appeal to arbitration.
- B. The arbitrator shall issue a written decision within thirty (30) days of the close of the hearing or submission of briefs, whichever occurs later.
- C. The decision of the arbitrator shall be binding on all parties provided: (1) the arbitrator must restrict the decision to interpretation of the Agreement and may not deduct from or add to or expand this Agreement; (2) is in accordance with the legal meaning of this Agreement; (3) is based on substantial evidence; and (4) does not result in an obligation to pay money beyond amounts budgeted for the particular item of purpose in the current budget. The arbitrator may not award punitive damages.

- D. Should either party wish to seek review of an arbitrator's decision, proceedings must be instituted in a court or agency of competent jurisdiction within thirty (30) days of the effective date of the arbitrator's decision.
- E. Costs charged by the arbitrator shall be fully borne by the losing party in the arbitration.

SECTION 2

GENERAL PROCEDURES FOR ALL GRIEVANCES

- A. The grievant may be represented by the Federation or may represent himself/herself at steps 1-2 of the grievance. Any grievance settlement reached in the absence of involvement by a representative of the Federation shall apply to that grievance only and shall not be a precedent. A grievant shall be given release time without loss of pay to attend a grievance hearing. A unit member, designated by the Federation, who is representing another member at a grievance hearing during working hours shall also be given release time without loss of pay. Should the participation of witnesses in any grievance hearing require the employment of a substitute, the Federation shall reimburse the District for the cost of the substitute.
- B. The number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process.
- C. It may at times become necessary to extend time limits. These extensions are to be kept to a minimum and must be mutually consented to in writing by the parties involved at any time.
- D. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- E. The Board and its administrators will cooperate with the grievant in the investigation of any grievance, and further will furnish the grievant or their representative with such necessary and readily available information as is requested for the processing of any grievance.
- F. Except as otherwise provided by law, an employee shall invoke and exhaust the grievance procedure remedies before resorting to any other legal or administrative remedies of the conduct complained of, and failure to do so shall preclude resort to such other remedies.

- G. A representative of the Federation may be present at all steps of the procedure. The Federation will be notified promptly of the terms of the final decision or settlement of any written grievance.

ARTICLE 21 – LEAVES

Leaves provided under this Article are intended to meet the legitimate needs of employees. The use of leaves must be limited to instances of personal need and are not to be abused. Any abuses may be subject to the provisions of Article 18.

Sections A and B of this Article are intended to comply fully with the requirements of Oregon's Paid Sick Time law. Should the District deem it necessary, the District may grant paid leave to ensure compliance with the minimum requirements of Oregon's Paid Sick Time law as circumstances may require and notwithstanding any provision of this Agreement.

For the purpose of this article, a "domestic partnership" is defined as one which two (2) persons share the same permanent residence for at least six (6) months immediately preceding the signing of an Affidavit and intended to continue indefinitely; Have a close personal relationship with each other; Are not legally married to anyone; Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon; Are each eighteen (18) years of age or older; Were mentally competent to consent to contract when the domestic partnership began; Are each other's sole domestic partner; and Are jointly responsible for each other's common welfare including "basic living expenses."

A. SICK LEAVE

1. Employees who are employed on a regularly scheduled basis of half time or more shall accrue sick leave at the rate equivalent to one (1) day for each month worked. Any employee shall receive the accrual providing they work fifty percent (50%) of the scheduled month worked. The use of accrued sick leave shall be limited to instances of personal illness of the employee including medical appointments.
2. Employees who have completed one (1) full year of service with the District shall be accredited with the equivalent annual sick leave at the beginning of each fiscal or school year. Other employees shall be credited at the rate of one (1) day for each month worked.
3. Sick leave days may be accumulated by employees only if not used in the year for which granted. Total unused sick leave which can be accumulated shall be unlimited.
4. When an employee has exhausted their accumulated sick pay credits, they shall be entitled to additional credits of one (1) day for each year of service at two-thirds (2/3)

the daily rate of pay. Employees shall be entitled use of such credits on a one (1) time only basis.

5. Employees shall not be credited with any sick leave days with respect to periods during which they are on leave of absence from work for the District of more than one (1) month duration; their accumulated sick leave shall not be charged with days of sickness during such leave; and they shall not be paid for days of illness during such leave except when the illness or injury is the factor which entitled the employee to the leave in question.
6. An employee assigned to work beyond the scheduled work year, or during summer school, may charge absences due to personal illness to their sick leave account.
7. The District will establish a Sick Leave Bank for use by employees who have exhausted their sick leave. The Federation can solicit voluntary contributions up to one thousand five hundred (1500) hours per year. The guidelines for use of the Sick Leave Bank will be jointly developed by the District and the Federation but shall include the following:
 - a. Sick Bank hours will be given to those unit members who have an injury or illness that is of a critical or life-threatening nature.
 - b. The employee must have exhausted all of their accumulated sick leave and vacation hours.
 - c. To be eligible, an employee must have been employed by the District for two (2) years or more.
 - d. Request for use of the Sick Leave Bank will be jointly approved by the Federation and the District. Requests of less than five (5) days or more than twenty (20) days will not be approved.
 - e. The Bank will not be used in association with a workers' compensation claim.
 - f. Employees' contributions to the Bank shall not be for less than four (4) hours.

B. OTHER PAID LEAVES

1. Family Illness

All employees shall receive up to three (3) additional days leave per year with pay in case of illness of a member of the employee's immediate family. "Immediate family" shall be interpreted to mean spouse, domestic partner, children, parents,

grandparents, grandchildren, mother-in-law, father-in-law, brothers and sisters of the employee, including where the employee is designated as the legal guardian and also any person living in the home with the employee providing the employee is responsible for the care of such person. In the event that emergency conditions arise, an extension of family leaves shall be determined upon merits of the individual case by the Office of the Superintendent. Family illness may be utilized for maternity and paternity leave. After utilizing the available days for family illness leave, the employee may charge against their accumulated sick leave when additional time is needed to provide care for a member of the employee's immediate family. The District may require a physician's statement verifying the illness of the family member.

2. Absence Due to Quarantine or Isolation

An employee's absence from work because of quarantine or isolation to prevent the spread of a communicable disease by the appropriate public health official shall not be charged against the employee's sick leave and the employee shall suffer no loss in pay. Quarantine or isolation pay will not extend past the standard quarantine or isolation period established by the local public health authority, but in no event shall it exceed thirty (30) days.

To qualify for quarantine or isolation pay under this Section, an employee must be fully vaccinated (if a vaccine is available) as defined under guidelines set by the federal and state health authority, including any boosters.

3. Bereavement Leave

- a. An employee shall be permitted an absence of up to one (1) day without loss of pay to attend the funeral of a relative or friend. An additional day may be granted by the District in consideration of distance and difficulty with travel arrangements.
- b. An employee who is absent because of a death in their immediate family shall be permitted up to three (3) days (five days in the case of a parent, spouse, domestic partner, or child), and two (2) days at two-thirds (2/3) pay. "Immediate family" shall be interpreted to mean spouse, domestic partner, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers and sisters; including where the employee is designated as the legal guardian and also any person living in the home of the employee providing the employee is responsible for the care of such person.

4. Emergency/Personal Business Leave

Employees employed on a regularly scheduled basis shall be entitled to emergency leave of three (3) days per work year without loss of pay. Emergency leaves may be used:

- a. In the case of unanticipated circumstances beyond the employee's control and for which prior planning cannot be made; or
- b. For attending to matters which cannot be scheduled outside the employee's work hours and for which the personal attention of the employee is required. In such cases, a request indicating the reason for the leave must be made to the responsible administrator at least twenty-four (24) hours in advance.

Such leaves shall not be used for recreation, other employment, union or political activities, or to extend other leave categories as provided by this Agreement, unless on an approved FMLA or OFLA leave, leave for a qualifying purpose under ORS 653.616, or when mutually agreed upon by the Federation and the District.

C. Mandatory Court Appearances

1. An employee subpoenaed to appear as a court witness shall be excused from work without loss of pay, provided that the employee shall submit any witness fee received to the School District's Business Office along with a copy of the subpoena. In cases where the employee is a party to the action, their absence will be personal leave without pay or, at the employee's election, emergency/personal business leave as provided in Article 21.B.4 may be used. An employee required to appear in court as a party with the District shall be released without loss of pay.
2. An employee subpoenaed for jury duty shall be excused from work without loss of pay, provided that the employee shall submit any jury fee received to the School District's Business Office along with a copy of the subpoena. On days when the employee is excused from jury duty, they shall report to work provided four (4) hours or more of the workday remains at the time they are excused; and provided that length of time on jury duty prior to excuse and their workday with the District shall not exceed their normal workday.

D. District Designated Closure

1. If the District closes an employee's worksite because of inclement weather or reasons of an emergency nature, employee will be compensated at their regular scheduled rate of pay for their normally scheduled hours of work. This compensation shall be considered payment for replacement days as scheduled by the District at its discretion, not to exceed contracted work days.
2. If, due to closures because of inclement weather or reasons of an emergency nature, the school year is extended, employees will work the replacement days without additional compensation, up to their contracted work year.

3. If the District delays the start of the work day, as long as employees are present at the adjusted start time, they will not be expected to use leave time and will be paid for a regular day of work.

E. UNPAID LEAVES

1. Special Leaves of Absence

Employees who have been continuously employed for two (2) or more years may apply for a special leave of absence without pay. This may include requests for leave to pursue a degree in the Educational field with proof of program enrollment.

The District shall exercise its discretion in the granting of such leaves. Such leaves shall not exceed one (1) year without special authorization by the Superintendent.

2. Child Care Leave

An employee covered by this Agreement shall be eligible for a child care leave (maternity, paternity or adoption) for up to one (1) year. Other child care leave may be granted for a period of up to one (1) year. Extensions may be granted for medical reasons relating to the child. Child care leave under this Section will run concurrently with any leave protected by state or federal law, including OFLA, FMLA, and Paid Leave Oregon (ORS Chapter 657B).

3. The District shall retain full control and authority to establish policies and regulations regarding the administration of such leaves. Such policies and regulations may include, but not be limited to: application procedures, requirements for physician statements, return procedures, etc. Such policies and regulations shall not be considered as part of this Agreement.

4. PFSP Student Teaching Leave

PPS recognizes the value of investing in employees who support our student and district vision. To support those pursuing a degree in education, PPS and PFSP agree to provide the following leave to support Student Teaching.

Up to five (5) PFSP Student Teaching Leaves, which shall include up to three (3) months of District-paid insurance for employees already enrolled in the SD#1 Health & Welfare Trust, shall be granted yearly.

- a. Requirements and procedures for PFSP Student Teaching Leave:
 - Application forms will be available in the Human Resources Department and from PFSP.

- Candidates must consult with their Principal or immediate supervisor prior to submitting a leave request.
 - Applicants must have been employed by Portland Public Schools for at least two (2) years prior to the request for a PFSP Student Teaching Leave.
 - Completed applications:
 - Must be sent to the Human Resources Department which will be presented to the PFSP Student Teaching Leave Committee for evaluation.
 - Must include proof of program enrollment.
 - Must complete their Student Teaching with a Portland Public School only and not another district to be eligible for this leave.
 - For Fall/Winter student teaching, must be filed with Human Resources prior to the second Monday in February preceding the year of student teaching leave.
 - For Spring/Summer student teaching, must be filed with Human Resources prior to the second Monday in October preceding the Spring semester.
 - PFSP Student Teaching Leaves will not be considered a break in consecutive service for the purposes of calculating salary placement, seniority, or retirement credit.
- b. PFSP Student Teaching Leave Committee
- The PFSP Student Teaching Leave Committee shall be comprised of a PFSP Officer, two (2) additional PFSP members, and two (2) members from Human Resources.
- c. Selection Criteria
- Length of Service in the PFSP bargaining unit
 - Other criteria established by the PFSP Student Teaching Leave Committee
- d. Status While On Leave:
- An employee approved for a PFSP Student Teaching Leave shall be considered to be an employee of the District but is not performing work on behalf of, or serving as an agent of, the District while on leave.
 - An employee approved for a PFSP Student Teaching Leave shall retain rights of contract status, retirement, insurance, sick leave and automatic increases in salary as if they were working during the period of the leave.
 - In case of injury to, or other illness of, the PFSP member during leave prevents them completing the purpose of the leave, the PFSP Student Teaching Leave will be terminated and all provisions for medical leave will apply. These provisions will take effect on the first day of the next pay period following notification of illness to Human Resources and verified medical statements.

- e. Status Upon Returning from PFSP Student Teaching Leave.
 - Employees approved for PFSP Student Teaching Leave of absence shall follow the return from leave language in Section 8.
- f. Employees who complete the PFSP Student Teaching Leave and successfully complete their program are highly encouraged to apply for professional educator positions at Portland Public Schools.

5. Disability Leave

Employees who become physically disabled may be eligible for a leave of absence as provided by the FMLA, OFLA, Paid Leave Oregon (PLO), or ADA or income replacement through long-term disability.

6. Military Leave

The District shall be solely responsible for a military leave policy required by Oregon Revised Statutes (ORS).

7. Federation Leave

A leave of absence for the president and a second position of the Federation shall be granted to any employee covered by this Agreement upon application by the Federation for the purpose of the employee serving as an officer of the Federation. Requests for additional positions will be considered by the District. The District shall continue to pay such employee(s) and provide benefits, with the exception of leave benefits, but will be reimbursed by the Federation for the cost of salary and fringe benefits. Upon return from such leaves, an employee shall proceed on the salary schedule as if they had been employed with the District each year of the leave.

The Federation agrees to consider carefully each request for release time for Federation members. Although leaves for short terms without loss of pay may be granted upon approval by the Office of the Superintendent, the Federation shall reimburse the District for the cost of salaries and fringe benefits.

8. Political Leave

Any employee covered by this agreement who has completed three (3) consecutive years of service with the District shall be eligible for a leave of absence for up to two (2) years for the purpose of campaigning for, or serving in, public office. The District shall exercise its discretion in the granting of such leaves.

9. Return from Leave

At the conclusion of a District-approved leave, the employee shall be returned to the position they formerly occupied or one that is comparable in duties and responsibilities. The District may require that the expiration of such leave coincides with the natural breaks in the school calendar so that continuity of services is maintained.

ARTICLE 22 – VACATIONS AND HOLIDAYS

A. VACATIONS

Classified employees who are employed on a twelve (12) month basis shall receive vacation with pay as follows:

MONTHLY ACCRUAL

Years of service completed	Days of Vacation	Rate of accrual per month
Less than 1 year	10 days	6.7 hours
1 year to less than 5 years	15 days	10 hours
5 years to less than 6 years	20 days	13.4 hours
6 years to less than 7 years	21 days	14 hours
7 years and greater	22 days	14.7 hours

Employees shall accumulate vacation credits at the appropriate above monthly accrual rate following completion of each month worked. For the purpose of this Article “month worked” shall mean on-the-job time, vacation time and authorized paid leave. New employees shall generally not be eligible to take vacation until completing one (1) year of service. Exceptions may be made upon approval of the employee’s supervisor. However, at no time shall an employee take paid vacation against time not yet earned.

Vacations must be scheduled through an employee’s supervisor. A supervisor may require that vacations be scheduled at a time least disruptive to the department to which the employee is assigned.

The number of days carried over at the end of each calendar year shall not exceed two years’ accrual allowance. Any overage will be lost.

An employee who occupies a position having a work year of less than twelve (12) months and who transfers to a twelve (12) month work year assignment may count the time employed in the previous assignment as qualifying for vacation allowance. The basis for this allowance shall be the number of days worked in the previous position divided by a twenty-two (22) day

calendar month. This will be converted to years of service and the employee shall commence to accrue vacation credits at the monthly rate shown above.

B. HOLIDAYS

1. All regular employees shall receive the following paid holidays.

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Labor Day
President's Day	Veteran's Day
Memorial Day	

2. All employees whose regular work year includes Juneteenth, Independence Day and/or Christmas Day shall receive a paid holiday for those days.
3. The District, however, reserves the right to change the number of days designated as paid holidays provided that in so doing, it does not reduce the number of paid holidays.
4. With thirty (30) days' notice, the District may use Presidents' Day as a make-up day.
5. An employee shall receive holiday pay provided the holiday falls on a scheduled workday of the employee and that the employee worked the nearest scheduled workday immediately preceding and following the holiday. Employees on vacation or authorized paid leave shall be considered as being at work. Employees whose work year is extended (no break in work year, continues employment) by the school or department will be accorded holiday pay for Juneteenth and July 4th, provided they meet the criteria established earlier in this section.
6. Employees who are members of a religious faith may be absent without loss of pay up to two (2) days per year specified by that faith as religious holidays which require participation during the workday in religious observances.

ARTICLE 23 – INSURANCE

A. HEALTH AND WELFARE BENEFITS

1. The District shall contribute to the School District No.1 Health and Welfare Trust (the "Trust") the amount necessary to maintain health insurance benefits that are substantially similar to those provided in 2023 for full-time eligible bargaining unit

members, their eligible dependents, spouses, and domestic partners, minus the established employee premium cost share. The Federation shall select the insurance plan(s) and carrier(s) to be provided. The amount of the District's monthly contribution will not exceed \$1,524.00 (one thousand, five hundred and twenty-four dollars) per eligible, enrolled full-time employee per month and will be calculated as follows:

The total monthly premium cost (after the buy down amount approved by the Trust, if any) for all eligible, enrolled full-time employees (*total premiums*) minus the total employees' monthly premium cost share (*employees' share*) divided by the total number of eligible, enrolled full-time employees (*total full-time employees*).

The amount for March 1, 2024 until December 31, 2024 will be calculated in fall of 2023 using the same formula when premium costs for 2024 are known. The District's contribution will not exceed \$1,570 (one thousand five hundred seventy dollars) per month, and the employee monthly premium cost share shall be equal to or greater than the 2023 cost share.

The amount for January 1, 2025 until December 31, 2025 will be calculated in fall of 2024 using the same formula when premium costs for 2025 are known. The District's contribution will not exceed \$1,617 (one thousand six hundred seventeen dollars) per month and the employee monthly premium cost share shall be equal to or greater than the 2024 cost share.

The amount for January 1, 2026 until December 31, 2026 will be calculated in fall of 2025 using the same formula when premium costs for 2026 are known. The District's contribution will not exceed \$1,666 (one thousand six hundred sixty six dollars) per month, and the employee monthly premium cost share shall be equal to or greater than the 2025 cost share.

The employees' monthly premium cost share will not decrease during the term of this Agreement.

2. The District shall contribute for health insurance benefits for enrolled part-time employees (those regularly working twenty (20) hours or more but less than thirty (30) hours per week) the amount necessary to maintain health insurance benefits that are substantially similar to those provided in 2023 for part-time eligible bargaining unit members, their eligible dependents, spouses, and domestic partners, minus the established employee premium cost share for part-time employees.
3. Full-time and part-time employees working at least half time and working through the entire standard school year will have eligibility for benefits to continue until the September 30 following the end of the school year except those hired after January

15 wherein benefits will continue until July 31, unless the employee has been guaranteed continued employment in the next school year, in which case benefits will continue.

4. The District will monthly submit to the Trust the full agreed upon employee-paid portion of health insurance contributions.
5. During the lifetime of this Agreement, should the District increase the health insurance contribution of the DCU or ATU, this Article may be reopened for further negotiation under the expedited bargaining rules and at PFSP's discretion.
6. Upon request, the District shall allow the Federation to review the District's financial records relating to the contributions made to the Trust under this Article toward the cost of health insurance benefits for Federation bargaining unit members.

B. WORKERS' COMPENSATION

All employees of the District are eligible for State Workers' Compensation benefits. For absence due to a compensable injury as defined in ORS 656.005 (7), an employee shall retain the workers' compensation check which they received for time lost. The employee may supplement their compensation check with accrued accumulated sick leave.

An employee who is injured on-the-job shall have a right, for a period set forth by the Workers Compensation statutes, to return to a position of comparable duties and responsibilities to the one they occupied but subject to the seniority provisions of Article 27.

If a member of the bargaining unit represented by the Union is absent due to a compensable injury as defined in ORS 656.005(7), the District will continue to provide medical, dental, and vision premium payments at the same level as immediately prior to the date the employee's absence began. Such period shall not exceed one hundred eighty (180) calendar days for one (1) injury, unless the employee has paid sick leave remaining beyond the 180-calendar day period, in which case the District will continue to provide such premium payments until the paid sick leave has been exhausted.

In accordance with Article 23, Section B of the parties' Collective Bargaining Agreement, bargaining unit members may supplement their workers compensation check for time lost. The District's obligation to continue insurance payments as set forth in paragraph 1 does not depend on whether employees elect to supplement their time loss benefits with sick leave.

ARTICLE 24 – SAFETY

A. SAFE AND HEALTHY WORKPLACE

1. The District and Federation agree to the objective of a workplace that is free from abusive conduct, harassment, violence, or the threat of violence. The District shall endeavor to maintain safe and healthy working conditions in accordance with established Board policy, OSHA, IDEA, Federal and State regulations. An employee shall have the right to refuse to expose themselves to immediate danger created by an unsafe working condition when such danger threatens substantial bodily harm. When appropriate, PPS will work with the employee to develop (or review) and implement a safety and/or behavior support plan for the student. Safety and behavioral support plans will be reviewed for fidelity of implementation prior to any location changes for the student or employee. The employee shall give notice of the condition to their supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected.
2. The District shall comply with all state and federal OSHA requirements to post notice when non-routine cleaners, paints, sealants and other chemicals are to be used at the worksite and shall take all reasonable steps, in good faith, to post such notices as required by state and federal OSHA. This will include required postings about injury reporting and safety committees in the building.
3. The District shall assure that there are emergency protocols at all worksites, including non-district worksites where PFSP employees work. These protocols shall include procedures for supporting employees who experience Physical Attack/Harm and/or Threat/Causing Fear of Harm.

B. WORKING WITH STUDENTS ON IEPS AND 504 PLANS

Classified staff will have access to a student's IEP/IFSP/504 if the employee is assigned to work with the student. Classified staff who interface with a student on an IEP/504 (e.g. School Secretary, Security personnel, Sign Interpreter) may request the following information from student Case Manager: Behavior Support Plan, Safety Plan, protocols and accommodations as allowed by FERPA. Such access shall be provided to ensure their personal compliance with IEP accommodations and protocols. The employee may request additional training or assistance in developing strategies to manage behavior. The supervisor will arrange to provide the assistance that they feel is appropriate.

C. PROPERTY LOSS

The District shall reimburse employees for loss of personal property, excluding the employee's automobile, which occurs while the employee is on duty under the following circumstances:

1. When the loss is a result of any unwarranted assault on the employee's person suffered while on duty.
2. Property stolen by the use of forcible entry on a locked container or when reasonable precaution has been made to protect property. A secure area shall be made available to all employees.

Reimbursement shall be at replacement cost (not exceeding actual cost) less any insurance or workers' compensation reimbursement. Reimbursement shall not be made for losses of less than Five Dollars (\$5.00) or that portion in excess of Five Hundred Dollars (\$500.00) and shall not be made when carelessness or negligence on the part of the employee was evident.

Employees shall cooperate and support the District in its investigation and resolution of any reported loss. The District will provide assistance in attempting to investigate and/or reclaim other stolen or damaged property including automobiles.

Employees shall not be required to transport students. However, if an employee's supervisor has requested the employee to transport students, and the employee chooses to do so, the District will reimburse the employee for damages done by students to the automobile up to a maximum of Five Hundred Dollars (\$500.00). The District may require verification of damage(s) and cost of repair.

The District shall provide, on a fully paid basis, bodily injury, liability and property damage insurance coverage, to the limits carried by the District for the use of automobiles owned, leased or hired by a unit member while in the normal course of their duties as an employee of the District. This coverage shall apply only as excess insurance over and above other valid and collectible liability insurance carried by the unit member. The District may require as condition to this coverage that before the vehicle is used on District business, the unit member provide a license of insurance showing that they have at least the minimum amount of insurance required to license a vehicle in the State of Oregon.

The District will reimburse the unit member for any deductible cost the unit member is required to pay, as a result of an on- duty accident, not to exceed Five Hundred Dollars (\$500.00). Reimbursement will not be made if the unit member is convicted of or admits to driving under the influence of intoxicants or with a suspended license.

D. The District will pay for the costs of record checks and fingerprinting of existing employees as required by state law.

ARTICLE 25 – COMPENSATION

A. SALARIES

Salary schedules are set forth and incorporated in the appendices of this Agreement. All appendices shall increase by six and one-quarter percent (6.25%) effective July 1, 2023. All appendices shall increase by four percent (4.0%) effective July 1, 2024. All appendices shall increase by three percent (3.0%) effective July 1, 2025.

Effective July 1, 2023 and on July 1 each year thereafter, eligible employees will receive a step increase. Eligible employees are those that are not at the top step and have been at their current step for six months prior to the date the step is granted.

Effective March 1, 2024, Grades C, D, and E will be removed from the Salary Schedule in Appendix B. Employees on Grade D will move to their current step on Grade F. Employees on Grade E will move to their current step on Grade F and receive the 5% bilingual premium described in Section L.

Effective March 1, 2024, the base hourly wage for Campus Safety Associates will increase by one dollar per hour (\$1.00/hr).

Effective March 1, 2024, the base hourly wage for all Paraeducators, Behavior Intervention Specialists, and Therapeutic Intervention Coaches will increase by two dollars per hour (\$2.00/hr) and Paraeducators assigned to Pioneer Schools will received an additional five percent (5%) premium.

Effective March 1, 2024, the base hourly wage for Sign Language Interpreters will increase by three and one-half dollars per hour (\$3.50/hr).

Effective July 1, 2024, the base hourly wage for Campus Safety Associates will increase by one dollar per hour (\$1.00/hr).

Effective July 1, 2025, Campus Safety Associates will move to Grade M.

Effective July 1, 2025, a new top step will be created for all grades and salary schedules on Appendix B, C, D, E, and F. The wage for the new step will be 3% greater than the base wage at the current top step.

B. PAYROLL CHECKS

1. Employees whose work years are less than twelve (12) months and who are employed at the beginning of the regularly scheduled work year, may receive their annual compensation in ten (10) or twelve (12) monthly payments. Such employees must indicate, in writing, their preferred method for payment for the coming school year.

This writing must be submitted to Human Resources no later than August 1 of any given year. Employees hired after August 1, but prior to the first payroll cutoff date in September, shall be notified of the opportunity to make their selection prior to the first payroll cutoff date in September. Employees who do not submit a selection will be paid on a twelve (12) month basis. The method of payment cannot be changed during the course of the scheduled work year.

2. There will be no change to the method of payment in subsequent years unless the employee makes such an indication in writing to the Human Resources Department prior to August 1 of any given year.
3. Employees hired after the payroll cutoff in September shall receive their salary prorated over the remaining pay periods in the scheduled work year.
4. For an employee who selects payment on a ten (10) month basis, the last payment shall be subject to three (3) months of authorized payroll deductions, e.g., employee contributions to health and welfare insurance, organization dues, credit union, etc.

C. INITIAL SALARY PLACEMENT

Salary placement of new employees shall be determined by the District but with the following considerations:

One (1) step on the salary schedule granted for each one (1) year or major fraction thereof full-time related work experience. The following exceptions will be granted: Applicants with a Bachelor's Degree and no related work experience shall be placed at step two (2); applicants with a Master's Degree or higher and no related work experience shall be placed at step four (4); applicants with a degree and related work experience shall be placed on an appropriate step as outlined in the PFSP Initial Salary Matrix.

Official transcripts must be submitted to the Human Resources Department within sixty (60) days of hire for applicants to be placed on the salary schedule based on awarded degrees.

Applicants for Paraeducator and Educational Assistant positions, who have previous experience as a Paraeducator or Educational Assistant, or experience working as a substitute Paraeducator or Educational Assistant, in a PK-12 school setting shall be given experience credit on the following basis:

1. One (1) year of credit for each year of full-time verified substitute work (minimum one hundred thirty-five (135) full day substitute jobs within the regular school year); or

2. One (1) year of credit for each two (2) years of part-time verified substitute work (less than one hundred thirty-five (135) full day substitute jobs within the regular school year).
3. Verification of experience shall be made by the Human Resources Department.

Returning Employees.

Should a former PFSP-represented employee return to the same or lower, related classification, as previously held they shall be re-salary placed.

D. PROFESSIONAL GROWTH

If, after initial hiring, a PFSP represented employee earns a degree, they shall be increased on their current Salary Appendix as follows:

1. One (1) step for a BA or BS
2. Two (2) additional steps for an MA or MS
3. Upon receipt of official transcripts by HR, the increase will be processed effective the first day of the next pay period. There will be no retroactive payments made.

E. WORK YEAR

The Board retains the right and authority to change the days on which school shall be held and to make other adjustments to the work year. In the event of adjustments to the work year, the District shall consult with the Federation before implementing any changes, and the salaries set forth in this Agreement shall be adjusted for the added or deleted days on the basis of the employee's daily rate under said salary schedules.

F. EXTENDED HOURS AND DAYS

In the event that an employee works additional and/or extended hours and days outside of their regular work year, for example, Summer School/Scholars, Extended School Year (ESY), summer programs as needed, etc. employees shall be paid their regular rate of pay for the same type of work and this extended work shall be covered under this Agreement. Employees shall receive all protections provided by this Agreement while working such extended hours/days. The District maintains the right to determine the work, the schedule and the hours during the summer months.

G. BONUS PAY

The District may implement a bonus pay program for a group of employees (such as employees assigned to a particular school) to receive additional compensation above their

normal wage or salary rates based on the group's successful completion of goals specified in advance by the District. Nothing in this agreement precludes bargaining unit members from participating in that program or receiving the bonus pay.

H. OUTDOOR SCHOOL/SIMILAR OVERNIGHT EVENTS

An employee who volunteers, is assigned, and attends Outdoor School or other similar overnight academic events with students, will be reimbursed for their mileage and meals and receive a \$75 per day stipend. Employees will also be paid for actual time worked beyond the regular scheduled work day, including overtime in accordance with Article 16.A.

I. BUS RIDER STIPEND

Employees who volunteer and are assigned to ride the bus with a student to and/or from the student's home shall receive a stipend of ten dollars (\$10.00) per day for each route assigned. For the purpose of this Agreement, a route is defined as a one-way trip. For example, an employee who rides to and from school with a student shall receive \$20.00 (twenty dollars).

J. PERSONAL VEHICLE USE

Employees who are required to use their personal vehicles for travel on behalf of the District during on-duty time, shall be reimbursed at the current I.R.S rate. The District may require as a condition for reimbursement that the employee provide a certificate of insurance showing that the employee has basic liability coverage equal to or greater than that required to license a vehicle in the State of Oregon. An employee required to travel to two (2) or more work sites shall receive mileage reimbursement provided they have met the above stated certification requirements.

K. SCHEDULE

The Federation and the District agree that if the District implements a biweekly or semi-monthly payroll system, that the provisions of Article 25 relating to payroll checks shall be modified to allow a biweekly payroll.

L. SECOND LANGUAGE STIPEND

If the regular duties of an employee include the regular use of a second language, the employee shall be paid a 5% annual stipend in monthly installments. The stipend will remain in place until the employee changes classification or location at which time the stipend will be reviewed and approved by the building administrator or supervisor.

Positions that require a second language will receive the stipend without annual review or approval.

Employees whose job classification require the use of their second language shall not be eligible for this stipend. This provision does not apply to Bilingual Educational Assistants.

M. CAMPUS SAFETY ASSOCIATES

Campus Safety Associates who complete fifteen (15) hours off-duty of related inservice training shall receive a Two Hundred Sixty Five Dollars (\$265) stipend. Verification of the completion of such inservice training must be on file with the Human Resources Department. In order to receive the stipend, a Campus Safety Associate must, by October 31st, provide the Human Resources Department with proof of the inservice training taken. If proof is received by October 31st, the payment shall be included in the November paycheck.

Campus Safety Associates, with approval of their supervisors, may arrange their daily work schedules so that time required for designated evening duties, such as home visitations, and other community related activities, fall within the regular eight (8) hour workday. Campus Safety Associates will be provided with the necessary equipment as required by the supervisor to perform their duties and responsibilities.

1. Campus Safety Associates shall be entitled to two (2) professional leave days per year. Such days may be used only for attendance at conferences, workshops, seminars, etc., which are directly related to the employee's assignment with the District. Such leave must be approved in advance by the employee's supervisor.
2. The District shall provide inservice training for Campus Safety Associates.
3. The District will provide training to all Campus Safety Associates in blood borne pathogens and first aid within sixty (60) days of their first day of employment as Campus Safety Associates.
4. The District shall be responsible for recertification costs for Campus Safety Associates.
5. Campus Safety Associates' will receive a 10% increase to their hourly rate for those hours spent working as a Field Training Officer.
6. A Campus Safety Associate Lead shall receive a 10% Lead stipend for all hours worked including working an evening, weekend, or overtime event.

7. Shift Differential: Campus Safety Associates and Leads in the Graveyard/Swing Shift shall receive a shift differential of \$1.00 (one dollar) per hour, additional to their base rate of pay.

ARTICLE 26 – REDUCTION OF STAFF

This article shall not apply to less than half-time employees or employees that have not successfully completed their probationary period.

SECTION I. SCHOOL CLOSURE

In the event of a school closure or merger, all unit members from the merging school(s) initially will be assigned proportionately to the receiving school(s) or work locations(s). Preferences for preliminary assignment to the new school or work location shall be honored based upon the seniority of the unit member, unless the requirements of the position make the request impracticable. Employees who are not selected for assignments in the receiving schools, will be unassigned within classifications at the merged schools pursuant to Section II below.

SECTION II. LAYOFF, BUMPING AND UNASSIGNMENT

- A. NOTICE: In the event staff reductions become necessary, the District shall give the Federation as much advance notice as is practicable of anticipated reductions and offer to meet with the Federation to discuss reductions before implementing such reductions.
- B. SENIORITY: For purposes of this article, length of service is defined as the length of continuous service in a bargaining unit position. The District will unassign, bump, and layoff personnel in the inverse order of their length of service. The District may exempt a less senior employee from unassignment, bumping, or layoff based on one or more of the following reasons: racial balancing, gender balancing, special qualifications, areas of experience, program and levels of training. PFSP will have the opportunity to review and provide feedback within 72 hours of notification from PPS for exceptions the District is considering for approval.

In the absence of such exemptions, length of service shall be followed. Prior to laying off or reducing work hours of employees who regularly work half-time or more, the District shall consider eliminating less than half-time assignments.

- C. ORDER OF LAYOFFS: Staff reductions shall be accomplished within job classifications based on length of service. An employee whose position is eliminated due to such reduction, shall be entitled to “bump” the least senior employee in the employee’s job classification (see Appendix A) or any other classification in which the employee has worked for the District in the last three (3) years. If a vacancy exists in a position that is paid equal to or lower than the employee’s current position, the employee may be offered the assignment at the District’s discretion.

- D. **SPECIAL SKILLS:** The District may choose when conducting a layoff to retain an employee who would normally have been laid-off because of the special skills, training, or abilities that the employee to be retained has which are required for the position. In exercising this right, the District will notify the Federation of the District's intent to implement this exemption option and will discuss the reasons for exercising the exemption process with the Federation. The District and PFSP agree employees who are in positions that require specialized training or certificates as required by the grantor (i.e. federal funds) will be considered as exempted from bumping unless the more senior employee has the required training.

- E. **VOLUNTARY LAYOFF:** An employee offered an assignment of lower classification or reduced work hours due to staff reductions, may elect voluntary layoff. In such cases, the employee shall be entitled to any recall rights provided by this Article.

- F. **REASSIGNMENT:** An employee rejecting a change in assignment which is comparable in classification and work year shall, by doing so, relinquish any seniority and recall rights provided by this Article, and this Agreement shall be terminated.

- G. **RECALL:** Employees who are laid off, shall be rehired in inverse seniority order into future vacancies within their classifications in assignments for which they are qualified prior to employment of a new hire. Such rights of recall shall extend for a period of fifteen (15) months from the day of layoff. Employees recalled by the District shall be reinstated with seniority rights accumulated as of the date of their layoff. Any employee recalled by the District for a position comparable to the one from which they were laid off, and who rejects such an assignment, shall relinquish all rights provided in this Article and Agreement, and shall be terminated. Employees are responsible to provide the District up to date information and must respond within seven (7) calendar days from the time of notice to accept or reject such an assignment. Failure to respond within seven (7) calendar days shall constitute rejection of the assignment and such employee will relinquish all rights provided in this Article and Agreement, and shall be terminated.

Placement in support of students subject to 504 funding shall be voluntary. In the case of unassignments, choosing to not be placed in support of students subject to 504 funding shall NOT waive Recall Rights nor Seniority Rights. It is understood that an Educational Assistant agreeing to be placed in 504 support may be returned to work out of Seniority order.

- H. **LATE HIRES:** Employees who are hired on or before the first day of the second semester who are laid off and rehired into a regular position within five (5) months of their date of layoff, shall be given credit for time worked and attain rights of recall as described above.

- I. NOTIFICATION OF ASSIGNMENT: By May 30, the District will notify, in writing, employees of their intended employment status with the District for the following school year. The District shall make a reasonable effort to notify affected employees of changes in staffing plans that occur during the summer recess. The District shall make a reasonable effort to provide 260-day employees with as much notice as practicable regarding changes in staffing plans, with a minimum 2-week notice of layoff. Failure by the District to provide such notice of changes in staffing plans following issuance of notification will not interfere with the authority of the District to reassign or terminate an employee.
- J. REDUCTION OF HOURS: An employee's work hours shall not be reduced without two (2) weeks written notice to the employee with a copy to the Federation. An employee whose total hours are reduced more than 30 minutes per day, may reject the reduction in hours, and exercise their seniority for reassignment.

Employees shall not be entitled to "bump" into a position with greater FTE than their previous assignment. If a vacancy exists in a position that is paid equal to or lower than the employee's current position, the employee may be offered the assignment at the District's discretion.

Temporary hours may be added at the District's discretion, but shall not be included in determining reduction in hours, bumping, or recall.

- K. RESTORATION OF HOURS: In the event the number of hours of work are reduced for any employee or group of employees within a department or school, and budget funds are restored to that department or school within the following twelve (12) months, the District shall, when practicable, give priority to reinstating the hours to the affected employees before hiring additional staff in the employee's classification within the department or school. In addition, if the position is reinstated before the beginning of the employee's scheduled work year following its elimination, the employee may return to their previous position. An employee whose work hours are reduced may submit an online application indicating the positions for which the employee is interested.
- L. UNASSIGNED EMPLOYEES: An employee declared unassigned at the end of the academic year, but who has been given reasonable assurance of continued employment by the District, shall be placed on a list of such employees for assignment in accordance with Article 12.E.2. The District, when practicable, shall consider preferences of the employee, which shall be collected and recorded in a standardized manner.
- M. NOTIFICATION TO THE FEDERATION: The Federation shall be provided with the names of all unassigned employees, their preferences per Section L, above, and the staffing placement.

- N. EVALUATION PERIOD: When an employee is reassigned, due to an unassignment, to a department they have never worked in, the employee will be required to complete a sixty (60) working-day probationary period. The purpose of the probationary period is to ensure the employee has the necessary skills and abilities to perform the duties of the new job. If it is determined that the employee is unable to perform the necessary duties, the employee will be unassigned and referred to the Human Resources Department for a new placement.
- O. DEPARTMENT or SCHOOL-BASED REDUCTIONS OF STAFF: In the event that staff reductions must be made in individual departments, worksites, or schools, these reductions must be made based on seniority, according to Section II of this Article. Volunteers for unassignment will be considered within the classification experiencing the reduction. Such volunteers may be selected for full unassignment if they have comparable hours and are from within the same classification(s) where the positions are to be eliminated.
- P. EXCEPTION TO BUMPING AND PLACEMENTS – HEADSTART: Employees at Headstart locations are exempt from bumping. Vacancies at such schools are not subject to placements of unassigned employees nor are they subject to employees with recall rights, unless mutually agreed by the employee, Administrator and the District.
- Q. EXCEPTION TO BUMPING AND PLACEMENTS – CSI DESIGNATED SCHOOLS: Employees at schools that have been designated by the Oregon Department of Education (ODE) as Comprehensive School Improvements (CSI) within the last three years are exempt from bumping. Vacancies at such schools are not subject to placements of unassigned employees nor are they subject to employees with recall rights unless mutually agreed by the employee, Administrator, and the District.
- R. EXCEPTION TO BUMPING AND PLACEMENTS – 504 EAs: Educational Assistants that support students subject to 504 funding are exempt from bumping due to special qualifications, areas of experience, program and levels of training. Educational Assistants that support students subject to 504 funding remain eligible to bump or fill vacant positions within the EA classification that do not support students subject to 504 funding. Placement into vacant Educational Assistant positions that support students subject to 504 funding will follow the requirements in Section II G.

ARTICLE 27 – SCHOOL IMPROVEMENT COUNCILS

A. PARTICIPATION

In accordance with HB 2991, each School Improvement Council shall include representation by a classified employee. This representative may be elected by classified employees at the individual building site.

B. MEETINGS

Classified Employees shall be compensated for their participation on the Council according to the provisions of this Agreement.

Participation in School Improvement Council meetings shall be voluntary.

C. TRAINING

Classified employee representatives will be included in all training programs offered to School Improvement Councils.

ARTICLE 28 – DURATION OF AGREEMENT

- A. The effective date of this Agreement is July 1, 2023. This Agreement will continue in effect until June 30, 2026.

- B. In the event that, under applicable laws, some other method of representation or some other applicable representative for the employees is elected, this Agreement shall not terminate, but shall be fully binding according to its terms upon any and all employees or successors to the Federation as exclusive representative of employees or portion thereof, except as to the representation of employees for whom the Federation remains the exclusive collective bargaining representative by law, such event shall terminate the rights and authority of the Federation under this Agreement

APPENDIX A
Classifications

Classification Title	Salary Grade		
Administrative Assistant	M	Educational Assistant - ELL	F+5%
Administrative Clerk H	G	Educational Assistant - Gen Ed.	F
Admin Professional Library Clerk	J	Educational Assistant – Pre-K	K (unless the state-mandated rate is higher)
Administrative Secretary	G	Electronic Publishing Tech.	M
Assistive Tech. Practitioner	Appendix E	Equipment Tech/Clerk	M
Behavior Intervention Specialist	Appendix C	Family Service Workers – Head Start (FSW)	K
Book Clerk	G	Finance Clerk	K
Call Center Rep - Transportation	G	High School Bookkeeper	H
Campus Safety Associate	K	High School Career Coordinator	N
Certified Drug & Alcohol Counselor I (CDAC I)	N	High School College Coordinator	N
Certified Drug & Alcohol Counselor II (CDAC II)	N	HR Representative	J
Certified Drug & Alcohol Counselor III (CDAC III)	N	Instructional Technology Asst.	H
Certified Nursing Asst. (CNA)	I	Industrial Tech Asst.	L
Chief Clerk	M	Integrated Curriculum Development	N
Clerk	G	Language Access Specialist	H
Cert. Occupational Therapy Asst.	Appendix D	Library Assistant	H
Community Agent*	H	Licensed Practice Nurse (LPN)	I
Department Receptionist	F	Low Incidence Disabilities Spec.	N

Occupational Therapist**	Appendix 2
Paraeducator	Appendix C
Paraeducator – Pioneer	Appendix C+5%
Payroll Benefits Clerk	K
Physical Therapy Assistant (PTA)	Appendix D
Physical Therapist	Appendix 2
Project Assistant – School	H
Registered Behavior Technician	Appendix D
School Administrative Assistant I	M
School Administrative Assistant II	H
School Administrative Assistant III	F
Security Specialist	M
Security Technician	J
Senior Admin Secretary I	K
Senior Admin Secretary II	K
Senior Clerk I	K

Senior Clerk II	G
Sign Language Interpreter	Appendix F
Site Technology Specialist	N
Special Ed. Assistant Trainer	K
Special Ed. Compliance Clerk	K
Student Attendance Monitor	G
Study Hall Monitor	H
Special Ed. Compliance Clerk	K
Technician – Library Information Systems	N
Therapeutic Intervention Coach	Appendix C
Therapeutic Intervention Coach – Pioneer	Appendix C
Training Coordinator – SPED	M
Transportation Route Planner I	K
Transportation Route Planner II	M
Translation & Interpretation Rep	H
Virtual Scholars Mentor	H

APPENDIX B

12 month (260 day) & 10 month (192 / 202 / 210 / 225 day) hourly Salary Schedule

7/1/2023

Grade	F	G	H	I	J	K	L	M	N	CSA
Step 1	\$ 19.27	\$ 20.04	\$ 20.78	\$ 21.55	\$ 22.32	\$ 23.07	\$ 22.04	\$ 26.50	\$ 32.95	\$ 23.07
Step 2	\$ 20.04	\$ 20.78	\$ 21.55	\$ 22.32	\$ 23.07	\$ 23.87	\$ 23.16	\$ 27.29	\$ 34.57	\$ 23.87
Step 3	\$ 20.78	\$ 21.55	\$ 22.32	\$ 23.07	\$ 23.87	\$ 24.63	\$ 24.38	\$ 28.11	\$ 35.91	\$ 24.63
Step 4	\$ 21.55	\$ 22.32	\$ 23.07	\$ 23.87	\$ 24.63	\$ 25.40	\$ 25.74	\$ 28.95	\$ 37.47	\$ 25.40
Step 5	\$ 22.32	\$ 23.07	\$ 23.87	\$ 24.63	\$ 25.40	\$ 26.17	\$ 27.00	\$ 29.82	\$ 39.12	\$ 26.17
Step 6	\$ 23.07	\$ 23.87	\$ 24.63	\$ 25.40	\$ 26.17	\$ 26.94	\$ 28.51	\$ 30.72	\$ 40.85	\$ 26.94
Step 7	\$ 23.87	\$ 24.63	\$ 25.40	\$ 26.17	\$ 26.94	\$ 27.75	\$ 29.84	\$ 31.62	\$ 42.63	\$ 27.75
Step 8	\$ 24.63	\$ 25.40	\$ 26.17	\$ 26.94	\$ 27.75	\$ 28.49	\$ 31.40	\$ 32.57	\$ 44.53	\$ 28.49

3/1/2024

Step	CSAs
1	\$ 24.07
2	\$ 24.87
3	\$ 25.63
4	\$ 26.40
5	\$ 27.17
6	\$ 27.94
7	\$ 28.75
8	\$ 29.49

7/1/2024

Grade	F	G	H	I	J	K	L	M	N	CSA
Step 1	\$ 20.05	\$ 20.85	\$ 21.62	\$ 22.42	\$ 23.22	\$ 24.00	\$ 22.93	\$ 27.56	\$ 34.27	\$ 26.04
Step 2	\$ 20.85	\$ 21.62	\$ 22.42	\$ 23.22	\$ 24.00	\$ 24.83	\$ 24.09	\$ 28.39	\$ 35.96	\$ 26.87
Step 3	\$ 21.62	\$ 22.42	\$ 23.22	\$ 24.00	\$ 24.83	\$ 25.62	\$ 25.36	\$ 29.24	\$ 37.35	\$ 27.66
Step 4	\$ 22.42	\$ 23.22	\$ 24.00	\$ 24.83	\$ 25.62	\$ 26.42	\$ 26.77	\$ 30.11	\$ 38.97	\$ 28.46
Step 5	\$ 23.22	\$ 24.00	\$ 24.83	\$ 25.62	\$ 26.42	\$ 27.22	\$ 28.08	\$ 31.02	\$ 40.69	\$ 29.26
Step 6	\$ 24.00	\$ 24.83	\$ 25.62	\$ 26.42	\$ 27.22	\$ 28.02	\$ 29.66	\$ 31.95	\$ 42.49	\$ 30.06
Step 7	\$ 24.83	\$ 25.62	\$ 26.42	\$ 27.22	\$ 28.02	\$ 28.86	\$ 31.04	\$ 32.89	\$ 44.34	\$ 30.90
Step 8	\$ 25.62	\$ 26.42	\$ 27.22	\$ 28.02	\$ 28.86	\$ 29.63	\$ 32.66	\$ 33.88	\$ 46.32	\$ 31.67

7/1/2025

Grade	F	G	H	I	J	K	L	M	N	CSA
Step 1	\$ 20.66	\$ 21.48	\$ 22.27	\$ 23.10	\$ 23.92	\$ 24.72	\$ 23.62	\$ 28.39	\$ 35.30	Classification moves to Grade M on Appendix B
Step 2	\$ 21.48	\$ 22.27	\$ 23.10	\$ 23.92	\$ 24.72	\$ 25.58	\$ 24.82	\$ 29.25	\$ 37.04	
Step 3	\$ 22.27	\$ 23.10	\$ 23.92	\$ 24.72	\$ 25.58	\$ 26.39	\$ 26.13	\$ 30.12	\$ 38.48	
Step 4	\$ 23.10	\$ 23.92	\$ 24.72	\$ 25.58	\$ 26.39	\$ 27.22	\$ 27.58	\$ 31.02	\$ 40.14	
Step 5	\$ 23.92	\$ 24.72	\$ 25.58	\$ 26.39	\$ 27.22	\$ 28.04	\$ 28.93	\$ 31.96	\$ 41.92	
Step 6	\$ 24.72	\$ 25.58	\$ 26.39	\$ 27.22	\$ 28.04	\$ 28.87	\$ 30.55	\$ 32.91	\$ 43.77	
Step 7	\$ 25.58	\$ 26.39	\$ 27.22	\$ 28.04	\$ 28.87	\$ 29.73	\$ 31.98	\$ 33.88	\$ 45.68	
Step 8	\$ 26.39	\$ 27.22	\$ 28.04	\$ 28.87	\$ 29.73	\$ 30.52	\$ 33.64	\$ 34.90	\$ 47.71	
Step 9	\$ 27.19	\$ 28.04	\$ 28.89	\$ 29.74	\$ 30.63	\$ 31.44	\$ 35.41	\$ 35.95	\$ 49.15	

APPENDIX C

Special Education Paraeducator

And

Therapeutic Intervention Coach Salary Schedule

Paraeducator

Step	7/1/2023	3/1/2024	7/1/2024	7/1/2025
1	\$ 20.40	\$ 22.40	\$ 23.30	\$ 24.00
2	\$ 21.24	\$ 23.24	\$ 24.17	\$ 24.90
3	\$ 22.06	\$ 24.06	\$ 25.03	\$ 25.79
4	\$ 22.92	\$ 24.92	\$ 25.92	\$ 26.70
5	\$ 23.76	\$ 25.76	\$ 26.80	\$ 27.61
6	\$ 24.60	\$ 26.60	\$ 27.67	\$ 28.51
7	\$ 25.44	\$ 27.44	\$ 28.54	\$ 29.40
8	\$ 26.27	\$ 28.27	\$ 29.41	\$ 30.30
9	\$ 27.09	\$ 29.09	\$ 30.26	\$ 31.17
10				\$ 32.11

Paraeducator – Pioneer

Step	7/1/2023	3/1/2024	7/1/2024	7/1/2025
1	\$ 20.40	\$ 23.42	\$ 24.36	\$ 25.10
2	\$ 21.24	\$ 24.31	\$ 25.29	\$ 26.05
3	\$ 22.06	\$ 25.17	\$ 26.18	\$ 26.97
4	\$ 22.92	\$ 26.07	\$ 27.12	\$ 27.94
5	\$ 23.76	\$ 26.95	\$ 28.03	\$ 28.88
6	\$ 24.60	\$ 27.83	\$ 28.95	\$ 29.82
7	\$ 25.44	\$ 28.72	\$ 29.87	\$ 30.77
8	\$ 26.27	\$ 29.59	\$ 30.78	\$ 31.71
9	\$ 27.09	\$ 30.45	\$ 31.67	\$ 32.63
10				\$ 33.61

Therapeutic Intervention Coach

Step	7/1/2023	3/1/2024	7/1/2024	7/1/2025
1	\$ 21.41	\$ 23.41	\$ 24.35	\$ 25.09
2	\$ 22.29	\$ 24.29	\$ 25.27	\$ 26.03
3	\$ 23.20	\$ 25.20	\$ 26.21	\$ 27.00
4	\$ 24.07	\$ 26.07	\$ 27.12	\$ 27.94
5	\$ 24.92	\$ 26.92	\$ 28.00	\$ 28.84
6	\$ 25.82	\$ 27.82	\$ 28.94	\$ 29.81
7	\$ 26.71	\$ 28.71	\$ 29.86	\$ 30.76
8	\$ 27.61	\$ 29.61	\$ 30.80	\$ 31.73
9	\$ 28.46	\$ 30.46	\$ 31.68	\$ 32.64
10				\$ 33.62

Therapeutic Intervention Coach – Pioneer

Step	7/1/2023	3/1/2024	7/1/2024	7/1/2025
1	\$ 22.04	\$ 24.04	\$ 25.01	\$ 25.77
2	\$ 23.16	\$ 25.16	\$ 26.17	\$ 26.96
3	\$ 24.38	\$ 26.38	\$ 27.44	\$ 28.27
4	\$ 25.74	\$ 27.74	\$ 28.85	\$ 29.72
5	\$ 27.00	\$ 29.00	\$ 30.16	\$ 31.07
6	\$ 28.51	\$ 30.51	\$ 31.74	\$ 32.70
7	\$ 29.84	\$ 31.84	\$ 33.12	\$ 34.12
8	\$ 31.40	\$ 33.40	\$ 34.74	\$ 35.79
9	\$ 33.04	\$ 35.04	\$ 36.45	\$ 37.55
10				\$ 38.68

APPENDIX D

Special Education PTA and COTA

Step	7/1/2023	7/1/2024	7/1/2025
1	\$ 26.71	\$ 27.78	\$ 28.62
2	\$ 27.67	\$ 28.78	\$ 29.65
3	\$ 28.55	\$ 29.70	\$ 30.60
4	\$ 29.41	\$ 30.59	\$ 31.51
5	\$ 30.35	\$ 31.57	\$ 32.52
6	\$ 31.22	\$ 32.47	\$ 33.45
7	\$ 32.17	\$ 33.46	\$ 34.47
8	\$ 33.13	\$ 34.46	\$ 35.50
9			\$ 36.57

APPENDIX E

Assistive Technology Practitioner

Step	7/1/2023	7/1/2024	7/1/2025
1	\$ 29.47	\$ 30.65	\$ 31.57
2	\$ 30.31	\$ 31.53	\$ 32.48
3	\$ 31.22	\$ 32.47	\$ 33.45
4	\$ 32.11	\$ 33.40	\$ 34.41
5	\$ 33.09	\$ 34.42	\$ 35.46
6	\$ 34.05	\$ 35.42	\$ 36.49
7			\$ 37.59

APPENDIX F

Sign Language Interpreter Salary Schedule

7/1/2023

Step	EIPA AA	EIPA BA/BS	RID Certified*	Dual Credentialed**
1	\$ 25.65	\$ 26.56	\$ 27.46	\$ 28.36
2	\$ 26.56	\$ 27.46	\$ 28.36	\$ 29.26
3	\$ 27.46	\$ 28.36	\$ 29.26	\$ 30.15
4	\$ 28.36	\$ 29.26	\$ 30.15	\$ 31.06
5	\$ 29.26	\$ 30.15	\$ 31.06	\$ 31.98
6	\$ 30.15	\$ 31.06	\$ 31.98	\$ 32.94
7	\$ 31.06	\$ 32.00	\$ 32.94	\$ 33.93
8	\$ 32.00	\$ 32.96	\$ 33.93	\$ 34.95
9				

3/1/2024

Step	EIPA AA	EIPA BA/BS	RID Certified*	Dual Credentialed**
1	\$29.15	\$30.06	\$30.96	\$31.86
2	\$30.06	\$30.96	\$31.86	\$32.76
3	\$30.96	\$31.86	\$32.76	\$33.65
4	\$31.86	\$32.76	\$33.65	\$34.56
5	\$32.76	\$33.65	\$34.56	\$35.48
6	\$33.65	\$34.56	\$35.48	\$36.44
7	\$34.56	\$35.50	\$36.44	\$37.43
8	\$35.50	\$36.46	\$37.43	\$38.45
9				

7/1/2024

Step	EIPA AA	EIPA BA/BS	RID Certified*	Dual Credentialed**
1	\$ 30.32	\$ 31.27	\$ 32.20	\$ 33.14
2	\$ 31.27	\$ 32.20	\$ 33.14	\$ 34.08
3	\$ 32.20	\$ 33.14	\$ 34.08	\$ 35.00
4	\$ 33.14	\$ 34.08	\$ 35.00	\$ 35.95
5	\$ 34.08	\$ 35.00	\$ 35.95	\$ 36.90
6	\$ 35.00	\$ 35.95	\$ 36.90	\$ 37.90
7	\$ 35.95	\$ 36.92	\$ 37.90	\$ 38.93
8	\$ 36.92	\$ 37.92	\$ 38.93	\$ 39.99
9				

7/1/2025

Step	EIPA AA	EIPA BA/BS	RID Certified*	Dual Credentialed**
1	\$ 31.23	\$ 32.21	\$ 33.17	\$ 34.14
2	\$ 32.21	\$ 33.17	\$ 34.14	\$ 35.11
3	\$ 33.17	\$ 34.14	\$ 35.11	\$ 36.05
4	\$ 34.14	\$ 35.11	\$ 36.05	\$ 37.03
5	\$ 35.11	\$ 36.05	\$ 37.03	\$ 38.01
6	\$ 36.05	\$ 37.03	\$ 38.01	\$ 39.04
7	\$ 37.03	\$ 38.03	\$ 39.04	\$ 40.10
8	\$ 38.03	\$ 39.06	\$ 40.10	\$ 41.19
9	\$ 39.18	\$ 40.24	\$ 41.31	\$ 42.43

***RID certified member in good standing**

****Holding both RID & another credential: BEI, NAD/ EIPA**

APPENDIX 1

Community Agent / Study Hall Monitor / Student Mentor / Virtual Scholars Mentor Salary
Schedule

Step	7/1/2023	3/1/2024
1	\$ 20.47	All classifications move to Grade H on Appendix B
2	\$ 21.07	
3	\$ 21.72	
4	\$ 22.29	
5	\$ 22.92	
6	\$ 23.55	
7	\$ 24.14	
8	\$ 24.77	
9	\$ 25.71	
10		

APPENDIX 2

Physical and Occupational Therapists 192-days

1. Initial Salary Placement: Physical Therapists (PT) or Occupational Therapists (OT) will be placed on the schedule according to the degree earned (BA/BS, MA/MS, or Doctorate) and experience according to the following schedule:

Step 1	< 1 year
Step 2	1 year
Step 3	2 years
Step 4	3 years
Step 5	4 years
Step 6	5 years
Step 7	6 years
Step 8	7 years
Step 9	8 years
Step 10	9 years
Step 11	10 years
Step 12	11 years
Step 13	12 years

2. Years of part-time experience will be counted as one-half a year under this Section. Part-time will be considered at least 20 hours per week (.5 FTE).
3. The workday for Physical and Occupational Therapists shall be eight (8) hours including a minimum of thirty (30) minute duty-free lunch. Physical and Occupational Therapists are salaried, exempt employees, the overtime provisions of Article 16 do not apply.
4. The District shall reimburse Physical and Occupational Therapists for tuition cost for up to six (6) non-cumulative hours in a 12-month period for which graduate credit is granted by a college or university. Reimbursement will be for actual cost of tuition but not to exceed the tuition rate for graduate courses at Portland State University. Evidence of a passing grade must be provided to the District in order to receive reimbursement. In the event that

appropriate coursework is not available through a graduate/undergraduate program, these funds may be utilized for tuition, registration, or enrollment fees for seminars, workshops, or other related professional conferences if approved by the supervisor. Except for tuition, the District shall make direct payment, if agreeable by the provider, following receipt of attendance confirmation.

5. Physical and Occupational Therapists shall be entitled to two (2) accumulative professional leave days per year, but the employee may not use more than four (4) such days per year. Such days may be used only for attendance at conferences, workshops, seminars, etc., which are directly related to the employee's assignment with the District. Such leave must be approved by the employee's supervisor.
6. A Professional improvement Fund as identified in Article 14 shall be available to Physical and Occupational Therapists for the purpose of attending conferences, seminars, and workshops related to the employee's work assignment. Tuition, registration or enrollment fees may be reimbursed as per paragraph 2 above. The group may submit its recommendations as to how the funds shall be distributed among the employees. Use of funds must have prior approval by the District.
7. Prior to the end of the school year, the District shall provide Physical and Occupational Therapists with the opportunity to consult with the administration regarding assignments for the subsequent year. Prior to a substantial modification of an assignment, i.e., relocation, the administration shall meet with the affected employee(s) to discuss the modification. In the case of involuntary transfer, absent specific program or skill requirements, the least senior employee shall be transferred. Upon request of an employee, the supervisor shall meet and consult regarding caseload and/or course load assignments.
8. Physical and Occupational Therapists who write IEPs shall be provided thirty-two (32) hours of released time, per year, for that purpose. An Occupational Therapist or Physical Therapist who attends an IEP meeting outside of their work day shall be paid at their hourly rate of pay for the duration of the meeting.
9. Early retirement incentive payments to teachers by the District shall also be provided to Physical and Occupational Therapists.
10. Individuals on the BA column who earn 60 additional job related credits must submit official transcripts to HR for advancement to the MA salary column. For individuals with professional licenses, CEUs may be substituted for college credit at ten (10) clock hours of CEUs to one (1) quarter hour of college credit. Salary adjustments will be made effective the first day of the following pay period.

Individuals who earn their OTD or DPT, which is required for their positions, must submit official transcripts to HR for advancement to the DPT or OPT salary column. Salary adjustments will be made effective the first day of the following pay period.

Physical and Occupational Therapists Salary Schedule

7/1/2023

Step	BA	MA	DPT/OTD
1	\$ 58,806.00	\$ 70,128.00	\$ 73,635.00
2	\$ 60,808.00	\$ 72,516.00	\$ 76,143.00
3	\$ 62,877.00	\$ 75,181.00	\$ 78,730.00
4	\$ 65,013.00	\$ 77,528.00	\$ 81,407.00
5	\$ 67,223.00	\$ 80,167.00	\$ 84,174.00
6	\$ 69,507.00	\$ 82,890.00	\$ 87,034.00
7	\$ 72,566.00	\$ 86,538.00	\$ 90,864.00
8	\$ 75,760.00	\$ 90,347.00	\$ 94,863.00
9	\$ 79,094.00	\$ 94,322.00	\$ 99,037.00
10	\$ 82,576.00	\$ 98,472.00	\$103,394.00
11	\$ 86,209.00	\$ 102,805.00	\$ 107,944.00
12	\$ 90,003.00	\$ 107,328.00	\$ 112,693.00
13	\$ 93,965.00	\$ 112,052.00	\$ 117,652.00

7/1/2024

Step	BA	MA	DPT/OTD
1	\$ 61,159.00	\$ 72,934.00	\$ 76,581.00
2	\$ 63,241.00	\$ 75,417.00	\$ 79,189.00
3	\$ 65,393.00	\$ 78,189.00	\$ 81,880.00
4	\$ 67,614.00	\$ 80,630.00	\$ 84,664.00
5	\$ 69,912.00	\$ 83,374.00	\$ 87,541.00
6	\$ 72,288.00	\$ 86,206.00	\$ 90,516.00
7	\$ 75,469.00	\$ 90,000.00	\$ 94,499.00

8	\$ 78,791.00	\$ 93,961.00	\$ 98,658.00
9	\$ 82,258.00	\$ 98,095.00	\$ 102,999.00
10	\$ 85,880.00	\$ 102,411.00	\$ 107,530.00
11	\$ 89,658.00	\$ 106,918.00	\$ 112,262.00
12	\$ 93,604.00	\$ 111,622.00	\$ 117,201.00
13	\$ 97,724.00	\$ 116,535.00	\$ 122,359.00

7/1/2025

Step	BA	MA	DPT/OTD
1	\$ 62,994.00	\$ 75,123.00	\$ 78,879.00
2	\$ 65,139.00	\$ 77,680.00	\$ 81,565.00
3	\$ 67,355.00	\$ 80,535.00	\$ 84,337.00
4	\$ 69,643.00	\$ 83,049.00	\$ 87,204.00
5	\$ 72,010.00	\$ 85,876.00	\$ 90,168.00
6	\$ 74,457.00	\$ 88,793.00	\$ 93,232.00
7	\$ 77,734.00	\$ 92,700.00	\$ 97,334.00
8	\$ 81,155.00	\$ 96,780.00	\$ 101,618.00
9	\$ 84,726.00	\$ 101,038.00	\$ 106,089.00
10	\$ 88,457.00	\$ 105,484.00	\$ 110,756.00
11	\$ 92,348.00	\$ 110,126.00	\$ 115,630.00
12	\$ 96,413.00	\$ 114,971.00	\$ 120,718.00
13	\$ 100,656.00	\$ 120,032.00	\$ 126,030.00

Add \$2,000 for additional earned Doctorate(s), other than DPT or OTD, or Board Certification in field related to assignment.

**Memorandum of Agreement
Between
Portland Public Schools
And
Portland Federation of School Professionals**

During negotiations for a successor labor agreement, the parties identified three areas for further discussion.

Physical and Occupational Therapists: Within 90 days following ratification of the contract, the parties agree to form a work group comprised of 3 PFSP and 3 PPS members to discuss issues related to occupational therapists and physical therapists including but not limited to: assignment and workload, mentorship process for new hires, job descriptions for team members, and overload. PFSP-represented employees shall be offered release time or extended hours pay to participate in the work group. The OT/PT work group will submit recommendations to the Senior Director of Employee and Labor Relations no later than June 30, 2024.

Sign Language Interpreters: Within 90 days following ratification of the contract, the parties agree to form a work group comprised of 3 PFSP and 3 PPS members to discuss issues related to the SLIs salary schedule in Appendix F. PFSP-represented employees shall be offered release time or extended hours pay to participate in the work group. The SLI work group will submit recommendations to the Sensory Direction of Employee and Labor Relations no later than June 30, 2025.

Safety and Training: Within 90 days following ratification of the contract, the parties agree to form a work group of 6 PFSP and 6 PPS members to collaboratively solve issues related to safety and training. This work group shall address safety conditions including but not limited to work-related injuries and streamlining injury reporting, adequate training and onboarding for employee's work assignments, and implementation of school board policy 4.50.060-AD *Student Restraint and Seclusion*. PFSP-represented employees shall be offered release time or extended hours pay to participate in the work group. The safety and training work group will submit recommendations to the Senior Director of Employee and Labor Relations no later than June 30, 2025.

Resolution No. 6861

Resolution Authorizing PPS to Prepare for the Sale of the Dr. Matthew Prophet Education Center

RECITALS

- A. 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, 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.
- B. 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 PPS 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.
- C. On May 25, 2021, the PPS Board of Education unanimously approved yet another resolution, Resolution No. 6303. As part of its broader effort to heal historic harms inflicted upon Portland's Black community and begin clearing the way for a nationally precedent-setting, child-centered redevelopment effort in Lower Albina, the Board granted the Albina Vision Trust right of first offer and right of first refusal on the PPS- Dr. Matthew Prophet Education Center (PEC) property.
- D. 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. It is also the largest and most prominent restorative redevelopment effort in the United States of America. The 10.5-acre PEC site is within this 94-acres of Lower Albina
- E. Albina was once home to 4 out of every 5 Black families in Portland – 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 decimated the neighborhood.
- F. 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. In the past 3 years, the organization has broken ground on its inaugural 94-unit affordable housing development in Lower Albina, advanced work on a highway cover project that would reconnect a critical segment of the district bisected by the construction of Interstate 5, begun scoping a waterfront park that would span the distance between the Steel and Broadway Bridges alongside local and regional partners, and earned both the recognition and support of the US Secretary of Transportation for its nation-leading efforts to breathe new life into Black Portlanders' historic home.
- G. If our work as educators teaches us anything, it is that true transformation occurs at the intersection of pedagogy and place. Our children must feel rooted in the built space they are born

into, inspired by the structures that meet their eyes when they orient their gaze skywards, and nourished by the communal embrace of neighborhoods that prioritize the well-being and generational mobility of the most marginalized among us.

- H. For the descendants of Albina, the historic epicenter of Portland's Black community, the realization of that collectively held dream requires an act of reclamation. The Portland Public Schools headquarters site was built on a parcel seized by prior owners via eminent domain — a plot of land upon which once stood dozens of Black and immigrant-owned, working-class homes.
- I. 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.
- J. The Portland Public Schools real estate property, Dr. Matthew Prophet Education Center, sits at the center of the lower Albina neighborhood, and is a key to the neighborhood's rebirth towards a youth-centered community.
- K. 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 of Education:

- 1. Authorizes and directs the Superintendent or designee to establish a timeline not exceeding 12 months from the date of this Resolution for the identification of a New Headquarters site and a New Warehouse site to acquire on, among other terms, an all-in cost-neutral-to-PPS basis in series of transactions that includes a transaction with AVT for its acquisition of 10.5-acre PEC that meets or exceeds the appraised value of the PEC site, all which, must be approved by the Board.
- 2. Authorizes and directs the Superintendent or designee to finalize the following guiding documents within 60 days of this Resolution:
 - a. Create and finalize the Minimum Criteria for the New Headquarters site and the New Warehouse sites. The criteria for each shall include, but not be limited to, that the New Headquarters reside within the District boundaries, the minimum usable square footage (including office and public and staff meeting spaces for administration building), the minimum number of parking spaces, other critical considerations and required District uses in identifying new sites, and for the New Headquarters, proximity to multi-modal transit. The Minimum Criteria shall be used as the basis for identifying potential sites.
 - b. Create and finalize a Work Plan in partnership with Albina Vision Trust to guide the tasks, milestones, deliverables, and timeline in order to achieve the objective identified in Paragraph A of this Resolution. The Work Plan tasks and milestones shall be shared with the Board and include but are not limited to the following:
 - i.—PPS Facilities and Asset Management staff and/or Senior PPS Leadership will provide regular updates at the Facilities and Operations Committee of the School Board. PPS staff will work in good faith, in collaboration with Albina Vision Trust, to create and implement the Work Plan subject to Board approval and inform the Facilities and Operations Committee about the progress towards the objectives identified in Paragraph A of this Resolution.

- ii. Utilization of brokerage/project management and space planning consultant(s) to represent PPS on the acquisition and any potential build-out of the New Headquarters and New Warehouse sites.
 - iii. Due diligence requirements for the New Headquarters and New Warehouse sites that are anticipated to include at least: a Property or Capital Needs Assessment, a Phase I Environmental Site Assessment and its additional recommended testing (as applicable), a Zoning Report, and As-Built CAD Surveys.
 - iv. Selection of appropriate professionals, including Architect(s) and General Contractor(s), for the design and build-out of any Tenant Improvements, as applicable.
 - v. Contracting and procurement plan for all consultants.
 - vi. Site Identification Process for the New Headquarters and New Warehouse sites
 - vii. Anticipated milestones include but are not limited to:
 - 1. Term Sheet between PPS and Albina Vision Trust ,
 - 2. Purchase and sales agreements/other agreements to transact on the Dr. Matthew Prophet Education Center property , the New Headquarters and the New Warehouse .
 - 3. Operating agreement between PPS and AVT to further define roles and responsibilities of each party and set forth the terms of approval and reimbursement of PPS costs of complying with this Resolution.
 - 4. Access agreement with Albina Vision Trust on the Dr. Matthew Prophet Education Service Center in order to conduct early property due diligence.
 - 5. Comprehensive Term Sheet with the Albina Vision Trust to achieve the objective established in Paragraph A of this resolution.
 - 6. Appraisal of PEC.
3. All PPS transactions and contracts remain subject to applicable PPS policies and governing laws.
 4. 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.
 5. 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.
 6. 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. 6861

Resolution Authorizing PPS to Prepare for the Sale of the Dr. Matthew Prophet Education Center

RECITALS

- A. 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, 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.
- B. 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 PPS 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.
- C. On May 25, 2021, the PPS Board of Education unanimously approved yet another resolution, Resolution No. 6303. As part of its broader effort to heal historic harms inflicted upon Portland's Black community and begin clearing the way for a nationally precedent-setting, child-centered redevelopment effort in Lower Albina, the Board granted the Albina Vision Trust right of first offer and right of first refusal on the PPS- Dr. Matthew Prophet Education Center (PEC) property.
- D. 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. It is also the largest and most prominent restorative redevelopment effort in the United States of America. The 10.5-acre PEC site is within this 94-acres of Lower Albina
- E. Albina was once home to 4 out of every 5 Black families in Portland – 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 decimated the neighborhood.
- F. 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. In the past 3 years, the organization has broken ground on its inaugural 94-unit affordable housing development in Lower Albina, advanced work on a highway cover project that would reconnect a critical segment of the district bisected by the construction of Interstate 5, begun scoping a waterfront park that would span the distance between the Steel and Broadway Bridges alongside local and regional partners, and earned both the recognition and support of the US Secretary of Transportation for its nation-leading efforts to breathe new life into Black Portlanders' historic home.
- G. If our work as educators teaches us anything, it is that true transformation occurs at the intersection of pedagogy and place. Our children must feel rooted in the built space they are born

into, inspired by the structures that meet their eyes when they orient their gaze skywards, and nourished by the communal embrace of neighborhoods that prioritize the well-being and generational mobility of the most marginalized among us.

- H. For the descendants of Albina, the historic epicenter of Portland's Black community, the realization of that collectively held dream requires an act of reclamation. The Portland Public Schools headquarters site was built on a parcel seized by prior owners via eminent domain — a plot of land upon which once stood dozens of Black and immigrant-owned, working-class homes.
- I. The Portland Public Schools Board of Education acknowledges that the District's real property assets are on the traditional land of the Chinook, Clackamas, Kalapuya, Multnomah, Wasco, Kathlamet, Tualatin, and Molalla tribes. We also know that many other tribes made their homes along the Columbia and Willamette Rivers. We also recognize the robust present-day federally recognized tribes of this area: the Grande Ronde, Siletz and Cowlitz, and the Native American community, representing more than 380 tribes that have made the City of Portland one of the top 25 cities with the largest American Indian/Alaska Native populations*
- J. We also acknowledge that federal, state, and local governments supported the invasion and dispossession of Native People's lands and the institutionalized practices of the removal and displacement of Native people from their lands. 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.*
- K. 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.
- L. The Portland Public Schools real estate property, Dr. Matthew Prophet Education Center, sits at the center of the lower Albina neighborhood, and is a key to the neighborhood's rebirth towards a youth-centered community.
- M. 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 of Education:

1. Authorizes and directs the Superintendent or designee to establish a timeline not exceeding 12 months from the date of this Resolution for the identification of a New Headquarters site and a New Warehouse site to acquire on, among other terms, an all-in cost-neutral-to-PPS basis in series of transactions that includes a transaction with AVT for its acquisition of 10.5-acre PEC that meets or exceeds the appraised value of the PEC site, all which, must be approved by the Board.
2. Authorizes and directs the Superintendent or designee to finalize the following guiding documents within 60 days of this Resolution:
 - a. Create and finalize the Minimum Criteria for the New Headquarters site and the New Warehouse sites. The criteria for each shall include, but not be limited to, that the New Headquarters reside within the District boundaries, the minimum usable square footage (including office and public and staff meeting spaces for administration building), the minimum number of parking spaces, other critical considerations and required District

uses in identifying new sites, and for the New Headquarters, proximity to multi-modal transit. The Minimum Criteria shall be used as the basis for identifying potential sites.

- b. Create and finalize a Work Plan in partnership with Albina Vision Trust to guide the tasks, milestones, deliverables, and timeline in order to achieve the objective identified in Paragraph A of this Resolution. The Work Plan tasks and milestones shall be shared with the Board and include but are not limited to the following:
 - i. PPS Facilities and Asset Management staff and/or Senior PPS Leadership will provide regular updates at the Facilities and Operations Committee of the School Board. PPS staff will work in good faith, in collaboration with Albina Vision Trust, to create and implement the Work Plan subject to Board approval and inform the Facilities and Operations Committee about the progress towards the objectives identified in Paragraph A of this Resolution.
 - ii. Utilization of brokerage/project management and space planning consultant(s) to represent PPS on the acquisition and any potential build-out of the New Headquarters and New Warehouse sites.
 - iii. Due diligence requirements for the New Headquarters and New Warehouse sites that are anticipated to include at least: a Property or Capital Needs Assessment, a Phase I Environmental Site Assessment and its additional recommended testing (as applicable), a Zoning Report, and As-Built CAD Surveys.
 - iv. Selection of appropriate professionals, including Architect(s) and General Contractor(s), for the design and build-out of any Tenant Improvements, as applicable.
 - v. Contracting and procurement plan for all consultants.
 - vi. Site Identification Process for the New Headquarters and New Warehouse sites
 - vii. Anticipated milestones include but are not limited to:
 1. Term Sheet between PPS and Albina Vision Trust
 2. Purchase and sales agreements/other agreements to transact on the Dr. Matthew Prophet Education Center property, the New Headquarters and the New Warehouse
 3. Operating agreement between PPS and AVT to further define roles and responsibilities of each party and set forth the terms of approval and reimbursement of PPS costs of complying with this Resolution to be shared with and approved by the Board.
 4. Access agreement with Albina Vision Trust on the Dr. Matthew Prophet Education Service Center in order to conduct early property due diligence.
 5. Comprehensive Term Sheet with the Albina Vision Trust to achieve the objective established in Paragraph A of this resolution.
 6. Appraisal of PEC.
3. Recognizes that the varied central services and work occurring in the Matthew Prophet Education Center headquarters supports students and staff across the District and that a replacement facility or facilities need to effectively serve PPS students, staff and the school community.
4. All PPS transactions and contracts remain subject to applicable PPS policies and governing laws.
5. 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.

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7. 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.

*Board Policy 8.70.040

Resolution No. 6861

Resolution Authorizing PPS to Prepare for the Sale of the Dr. Matthew Prophet Education Center

RECITALS

- A. 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, 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.
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*Board Policy 8.70.040



PORTLAND PUBLIC SCHOOLS
DIVISION OF INSTRUCTION & SCHOOL COMMUNITIES

501 North Dixon Street / Portland, OR 97227

Telephone: (503) 916-3702

Website: <https://www.pps.net/>

Date: December 20, 2023, **Update February 8, 2024**
To: School Board
From: Dr. Jon Franco, Chief of Schools
Subject: 2024-25 School District Calendar

Staff is submitting this recommended 2024-25 School District Calendar for the Board to consider and vote on at the February 6, 2024 Board meeting.

Given the new Collective Bargaining Agreement with PAT there are several adjustments that will affect our school calendar. Most notably:

- 193 day work year
- 176 instructional days
- Grading and planning days at the end of Quarters 1 through 3
- One grading day at the end of Quarter 4
- Eight early release days for K5, K8, K12 and middle schools for staff learning
- 10, 60 minute staff learning times for K5, K8, K12 and middle schools throughout the year
- 30, 90 minute staff learning/meetings for high schools throughout the year

For next school year there are two potential professional development days, non-school days, added to the calendar to support the professional learning of our educators working in schools that have been identified for targeted or comprehensive school improvement (TSI/CSI). These two potential professional development days, August 20, 2024 and March 3, 2025, are additional days added to the calendar and do not reduce the existing instructional days. These additional professional development days are contingent on budget decisions and are place holders for the time being. Should funds be allocated during the budget process, professional educators from schools identified for improvement (CSI and TSI schools) would be required to attend.

Staff did receive some initial feedback from PAT, some building administrators and district departments. Given the timing of the ratification of the collective bargaining agreement with PAT, staff will continue to reach out to principals, PAT, PFSP, RESJ Partners and others through the first two weeks of January for additional feedback.

The recommended calendar for next year also includes many of the features and considerations that were factored into the school calendar the past few years:

- Attempt to preserve or maximize uninterrupted whole weeks for instruction; no scheduled classes are proposed during Thanksgiving week to support family childcare planning and permit academic-teacher conferences to take place
- Maintain the start of the school year on a date prior to Labor Day
- Goal of ensuring semesters and quarters have a balanced number of instructional days; attempt to balance length of quarters: Q1 = 46 days; Q2 = 42 (this does not include the conference days) days; Q3 = 40 days; Q4 = 45 days

- Ensure calendar follows all bargaining units' contracts, including agreed upon provisions per the ratified PAT contract
- Coordination of spring break with local university calendars, to align with schedules of older siblings and university student interns who work in our classrooms; Oregon spring break is traditionally the last full 5-day work week in March
- Desire to maximize instructional days prior to Advanced Placement, International Baccalaureate, and other end-of-year summative assessments taking place
- Avoid conflicts with major religious and cultural holidays to the extent possible; and to plan to engage stakeholders on recognizing religious holidays for the 2024-25 calendar
 - District practice has been to communicate to building administrators in multiple ways to avoid scheduling special school events on dates of major religious and cultural holidays
- Ensure instructional hours for seniors meet state requirements
- A 4-day “Kindergarten Ramp Up” where all Kindergarten students will have 1-day in school over the course of the four days with smaller numbers of students to orient them to school. Historically, Kindergarten has started 3 days after grades 1-12. The three days were mostly used for 1:1 assessments with students. Adding an additional day will provide all students with a smaller group 1-day orientation, relationship building, and 1:1 family connections. This practice day counts as one day of instruction.
- A 1-day Ramp Up for 6th, 9th, and 12th graders at comprehensive middle and high schools to support the transition for students to a new building for 6th and 9th graders and to kick off the final year for seniors

This recommended calendar is an important first step for both internal planning in the District and for staff and parents to have a date on the calendar by which to plan.

Update since January 9, 2024 Meeting

The draft calendar was shared with all of our union partners. In addition, it was shared with our RESJ partners and with building administrators, who were well aware of the potential changes due to our numerous updates during bargaining. The calendar is posted on the PPS website and principals were asked to share the proposed calendar in their family newsletters. Families were able to send feedback through Let’s Talk. In general, people wanted to know when the calendar would be finalized and published to support planning for next year.

We are continuing to work through the specific details of the school bell schedules which will be finalized later this spring. We have drafts for each grade band and school configuration that at least maintain the instructional hours that were planned for 2023-24 school year.

Grade Level	Hours		Grade Level	Hours
Kindergarten	913		Grades 9-11	1026
Grades 1-5	929		Seniors	985
Grades 6-8	965			

RESOLUTION No. 6858

Resolution to Approve the 2024-25 School District Calendar

RESOLUTION

The Board of Education hereby adopts the 2024-25 School District Calendar.



PORTLAND PUBLIC SCHOOLS
2024-25 District Calendar



JULY 2024					AUGUST 2024					SEPTEMBER 2024											
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F							
1	2	3	4	5				1	2	2	3	♥ K	4	5	6						
8	9	10	11	12	5	6	7	8	9	9	♥ PK	10	**	11	12	13					
15	16	17	18	19	12	13	14	15	📅	16	📅	16	17	*	18	19	20				
22	23	24	25	26	19	20	📅	21	📅	22	📅	23	📅	23	24	*	25	🕒	26	🏠	27
29	30	31			26	📅	27	★	28	29	30	30									

OCTOBER 2024					NOVEMBER 2024					DECEMBER 2024									
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F					
	1	*	2	3	4					1	✓	2	3	**	4	5	6		
7	8	9	10	11	▲	4	📅	5	**	6	7	8	9	10	11	12	🏠	13	
14	15	**	16	🕒	17	18	11	12	*	13	14	15	16	17	*	18	🕒	19	20
21	22	*	23	🕒	24	25	18	19	*	20	🕒	21	22	23	24	25	26	27	
28	29	*	30	31	◆	25	+	26	+	27	28	29	30	31					

JANUARY 2025					FEBRUARY 2025					MARCH 2025										
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F						
		1	2	3	3	4	**	5	6	7	3	📅	*	4	*	5	6	7		
6	7	**	8	9	10	10	11	*	12	13	14	10	11	**	12	13	14			
13	14	*	15	16	17	17	☀	18	19	20	21	17	18	*	19	🕒	20	21		
20	21	*	22	23	24	◆	24	25	*	26	🕒	27	🏠	28	24	25	26	27	28	
27	✓	28	📅	29	30	31									31					

APRIL 2025					MAY 2025					JUNE 2025											
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F							
	1	*	2	3	◆	4	✓				1	2									
7	📅	8	**	9	10	11	5	6	**	7	8	🏠	9	2	3	**	4	5	6		
14	15	*	16	17	18	12	13	*	14	15	16	9	10	★	11	✓	☀	12	☀	13	☀
21	22	*	23	🕒	24	25	19	20	*	21	🕒	22	23	16	17	18	19	20			
28	29	*	30			26	27	28	29	30	23	24	25	26	27						
										30											

	Schools closed due to holiday or break period	🕒	Early Release for Staff Professional Meeting and Learning. Does NOT apply to high schools. (9/25, 10/23, 11/20, 12/18, 2/26, 3/19, 4/23, 5/21)
★	First/last day of school for students (8/27 & 6/10): 7th-8th & 10th-11th grade at comprehensive middle schools and high schools start on 8/28	◆	End of quarter (10/31, 1/24, 4/3)
+	Day/evening conferences (no school for students) (11/25, 11/26)	📅	Teacher Professional Development/planning day (no school for students); Preservice Planning/PD Days: 8/21-8/26; Planning Days: 11/4, 1/28, 4/7 * 8/20, 3/3 No Students. Optional TSI/CSI Professional Learning
▲	Statewide inservice (no school for students)	☀	Possible snow make-up day (2/17, 6/11, 6/12, 6/13)
♥ K	Kindergarten first day (9/3); Kindergarten Ramp Up Aug 27 - 30; Students attend 1 day between Aug. 27 - 30 in small groups	♥ PK	Pre-Kindergarten/Head Start first day (9/9)
🏠	Mid-Term Progress Reports (9/26, 12/12, 2/27, 5/8)	* OR **	* Staff meeting for high schools only ** Staff meeting for all schools
📅	New Educator Orientation (8/15, 8/16)	✓	Grading Day (11/1, 1/27, 4/4, 6/11)
☐	Indicates a major religious or cultural holiday or event to avoid scheduling conflicts. For holidays lasting multiple days, only the first and last day are indicated. See back page for details.		



Major Religious Holidays and Cultural Events 2024-25

Schools work to avoid scheduling special school events on major religious holidays and cultural events to be inclusive of all students. This includes the scheduling of field trips, back-to-school night, outdoor school, assemblies, major tests, PTA and site council meetings, student performances, etc. This list of holidays/events does not include all students' traditions and there may be other dates to avoid scheduling conflicts for students.

Oct. 2-4 Rosh Hashanah*	Mar. 5 Ash Wednesday
Oct. 11-12 Yom Kippur*	Feb. 28 - Mar. 29 Ramadan*
Oct. 14 Indigenous Peoples' Day	Apr. 18 Good Friday
Oct. 31 Diwali	Apr. 20 Easter
Nov. 29 Native American Heritage Day	Mar. 30 - Apr. 1 Eid al-Fitr*
Dec. 25 - Jan. 2 Hanukkah*	April 12 - 20 Passover*
Dec. 25 Christmas	June 6 & 7 Eid al-Adha*
Dec. 26. - Jan. 1 Kwanzaa	June 19 Juneteenth
Jan. 29 Lunar New Year	

**Observance of Jewish and Muslim holidays begin at sundown on the first day listed and end at nightfall on the last date specified.*



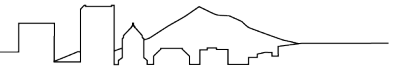
JULY 2024					AUGUST 2024					SEPTEMBER 2024				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
1	2	3	4	5				1	2	2	3	4	5	6
8	9	10	11	12	5	6	7	8	9	9	10	11	12	13
15	16	17	18	19	12	13	14	15	16	16	17	18	19	20
22	23	24	25	26	19	20	21	22	23	23	24	25	26	27
29	30	31			26	27	28	29	30	30				

OCTOBER 2024					NOVEMBER 2024					DECEMBER 2024				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	1	2	3	4					1	2	3	4	5	6
7	8	9	10	11	4	5	6	7	8	9	10	11	12	13
14	15	16	17	18	11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	18	19	20	21	22	23	24	25	26	27
28	29	30	31		25	26	27	28	29	30	31			

JANUARY 2025					FEBRUARY 2025					MARCH 2025				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3						3	4	5	6	7
6	7	8	9	10	10	11	12	13	14	10	11	12	13	14
13	14	15	16	17	17	18	19	20	21	17	18	19	20	21
20	21	22	23	24	24	25	26	27	28	24	25	26	27	28
27	28	29	30	31						31				

APRIL 2025					MAY 2025					JUNE 2025				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	1	2	3	4				1	2					
7	8	9	10	11	5	6	7	8	9	2	3	4	5	6
14	15	16	17	18	12	13	14	15	16	9	10	11	12	13
21	22	23	24	25	19	20	21	22	23	16	17	18	19	20
28	29	30			26	27	28	29	30	23	24	25	26	27
										30				

	Schools closed due to holiday or break period		Early Release for Staff Professional Meeting and Learning. Does NOT apply to high schools. (9/25, 10/23, 11/20, 12/18, 2/26, 3/19, 4/23, 5/21)
	First/last day of school for students (8/27 & 6/10): 7th-8th & 10th-11th grade at comprehensive middle schools and high schools start on 8/28		End of quarter (10/31, 1/24, 4/3)
	Day/evening conferences (no school for students) (11/25, 11/26)		Teacher Professional Development/planning day (no school for students); Preservice Planning/PD Days: 8/21-8/26; Planning Days: 11/4, 1/28, 4/7 * 8/20, 3/3 No Students. Optional TSI/CSI Professional Learning
	Statewide inservice (no school for students)		Possible snow make-up day (2/17, 6/11, 6/12, 6/13)
	Kindergarten first day (9/3): Kindergarten Ramp Up Aug 27 - 30; Students attend 1 day between Aug. 27 - 30 in small groups		Pre-Kindergarten/Head Start first day (9/9)
	Mid-Term Progress Reports (9/26, 12/12, 2/27, 5/8)		* Staff meeting for high schools only ** Staff meeting for all schools
	New Educator Orientation (8/15, 8/16)		Grading Day (11/1, 1/27, 4/4, 6/11)
	Indicates a major religious or cultural holiday or event to avoid scheduling conflicts. For holidays lasting multiple days, only the first and last day are indicated. See back page for details.		



Major Religious Holidays and Cultural Events 2024-25

Schools work to avoid scheduling special school events on major religious holidays and cultural events to be inclusive of all students. This includes the scheduling of field trips, back-to-school night, outdoor school, assemblies, major tests, PTA and site council meetings, student performances, etc. This list of holidays/events does not include all students' traditions and there may be other dates to avoid scheduling conflicts for students.

Oct. 2-4 Rosh Hashanah*	Mar. 5 Ash Wednesday
Oct. 11-12 Yom Kippur*	Feb. 28 - Mar. 29 Ramadan*
Oct. 14 Indigenous Peoples' Day	Apr. 18 Good Friday
Oct. 31 Diwali	Apr. 20 Easter
Nov. 29 Native American Heritage Day	Mar. 30 - Apr. 1 Eid al-Fitr*
Dec. 25 - Jan. 2 Hanukkah*	April 12 - 20 Passover*
Dec. 25 Christmas	June 6 & 7 Eid al-Adha*
Dec. 26. - Jan. 1 Kwanzaa	June 19 Juneteenth
Jan. 29 Lunar New Year	

**Observance of Jewish and Muslim holidays begin at sundown on the first day listed and end at nightfall on the last date specified.*

RESOLUTION No. 6859

Call for Five-Year Local Option Levy to Support Schools

RECITALS

- A. Strong, healthy public schools are the foundation of Portland and are vital to educating students to prepare them for college, work, life and their future; supporting families and equitable student outcomes; keeping neighborhoods thriving; building community; and strengthening the local economy.
- B. Portland Public Schools (PPS) serves more than 44,000 students and enrolls a high proportion of the city's students in its schools.
- C. Through conversations and engagement with the greater Portland school community, PPS created a vision that reimagines what and how our students will graduate prepared for college, career and beyond. After identifying the essential skills and attributes educators should have and changes needed in our school systems, PPS released a multi-year strategic plan focused on all students having equitable opportunities and supports to achieve high academic goals and outcomes.
- D. PPS's staffing levels and educational programming, which support every student's success, are essential to realizing PPS's vision and implementing the strategic plan.
- E. For over two decades, Portland voters have shown their support for strong schools and educational programs by approving and renewing a local option levy to fund PPS schools.
- F. As recently as 2019, voters again affirmed their support for Portland Public Schools and its students by passing a five-year local option levy to support teaching positions and educational programs with 77% approval.
- G. Since it passed in 2019, the local option levy has supported an average of 850 teaching positions each school year, contributing to the school district's equitable staffing of schools and commitment to providing necessary supports for struggling or underserved students.
- H. PPS has dedicated significant focus and resources to supporting students following the pandemic, including specialized support in reading and math, as well as more counselors, social workers and mental health supports.
- I. This local option levy requires independent oversight by the Community Budget Review Committee (CBRC) to ensure that levy dollars are used only for purposes approved by local voters.
- J. The CBRC has affirmed, in annual reports to the PPS Board of Education, that local option funds have primarily been used to fund hundreds of teachers and maintain or lower class sizes.

- K. PPS intends that all funds raised under this proposed levy will be used for Portland students in PPS schools; and none of the funds will be intended for distribution under the state school funding formula.
- L. The District has an independent financial audit annually and independent performance audits of District operations.

RESOLUTION

1. The Board shall ask voters to approve a five-year local option levy in May 2024 that will provide an estimated \$101.5 million in 2025-2026; \$103.0 million in 2026-2027; \$106.0 million in 2027-2028; \$109.3 million in 2028-2029; and \$112.5 million in 2029-30.

2. The levy revenue shall be used to fund teaching positions at every school in the District, ensuring students have access to a well-rounded education with many equitable enrichments for elementary and middle grades and focused electives that help prepare high school students for a career or college, including career and technical programs and Science, Technology, Engineering, and Math (STEM) programs.

The levy revenue could also fund other classroom support positions across the District, such as educational assistants, reading specialists, and special education certified personnel, to help identify students with mental or behavioral health issues, academic issues, or other needs.

3. The fully allowable levy rate shall continue to be \$1.99 per \$1,000 of assessed value. The cost for a home with an assessed value of \$275,706, the current average in the PPS district, would be \$45.72 per month.

4. The Community Budget Review Committee will continue to provide independent oversight so that the funds are spent as the voters intended. The CBRC will continue to publish an annual report about the use of the local option revenues and their contribution to student achievement.

5. The Board will continue to require performance audits of the District's activities, programs and services to support efficient use of resources, as well as to seek opportunities to improve school effectiveness and capacity-building for increased accountability. Audits will continue to be conducted by internal auditors who will work at the direction of the Board to define the scope and design of audits.

6. The Board of Directors of School District No. 1J, Multnomah County, Oregon, finds that, for the reasons and purposes described in the proposed measure set forth below, it is necessary and appropriate to levy a local option tax under ORS 280.040 et seq. for the fiscal year beginning July 1, 2025, and for four additional fiscal years thereafter each commencing July 1.

7. A serial levy election is hereby called to be held at the General Election on the 21st day of May, 2024, in the manner and between the hours provided by law, at which there shall be submitted to the electors of School District No. 1J, Multnomah County, Oregon.

8. PPS authorizes the Board Chair, Superintendent, or the Superintendent's designee (the "Authorized Representative") to take any actions necessary to place the measure that is attached as Exhibit A on the May 21, 2024, election ballot, and to place the explanatory statement that is attached as Exhibit B in the

voter's pamphlet for that election. The Authorized Representative shall file the measure with the elections officer of Multnomah County not later than March 1, 2024, and the explanatory statement not later than March 21, 2024. The Authorized Representative is authorized to make technical corrections or correct typographical errors to the filed documents.

EXHIBIT A:

CAPTION (10 words): Levy Renewal to Maintain Teachers and Classroom Support Staff

QUESTION (20 words): Shall district maintain teachers, classroom support staff; renew levy of \$1.99 per \$1,000 assessed value for five years beginning 2025? This measure renews current local option taxes.

SUMMARY (175 words): Portland Public Schools' local option levy was approved by voters in 2019 to provide funding for schools over five years. The renewed levy will provide an estimated \$101.5 million in the first year and is projected to fund approximately 660 teachers and classroom support staff annually over five years.

This renewed local option levy would fund teaching and other positions to:

- Support a well-rounded education, including career and technical programs and enrichments and electives, so students graduate with the skills they need to be career or college ready.
- Provide classroom supports, such as educational assistants and reading specialists for students struggling with academic or mental/behavioral health issues.
- Help maintain class sizes and prevent significant increases across the district.

Levy rate remains \$1.99 per \$1,000 assessed property value, the same as the 2019 levy.

Funds will be placed in a separate account; independent community oversight will review expenditures to verify funds are used as approved by voters. No levy funds will be spent for administration. District is subject to annual independent financial and performance audits.

The levy will raise an estimated \$101.5 million in 2025-2026; \$103.0 million in 2026-2027; \$106.0 million in 2027-2028; \$109.3 million in 2028-2029; and \$112.5 million in 2029-30.

**EXHIBIT B:
EXPLANATORY STATEMENT (500 words)**

Portland Public Schools currently serves over 44,000 students in 81 schools and other programs throughout the neighborhoods of Portland.

PPS's graduation rate of 84.5% remains above the statewide average and has risen 26 percentage points since 2010.

In serving the students of Portland, the district continuously strives to be fiscally responsible with taxpayer resources. Through many years of volatile budgets and the pandemic, school district leaders have worked to preserve classroom education and class sizes. At the same time, PPS has advocated for a greater level of state investment by the Legislature and worked to ensure that all dollars are spent well and focused on the classroom. PPS is subject to regular independent financial and performance audits to monitor effective use of taxpayer resources.

Continued investments are needed in our schools to continue to build career and technical programs, prevent class-size increases, and better support struggling students, especially coming out of the pandemic.

If renewed, the levy is estimated to produce \$101.5 million for Portland Public Schools in school year 2025-2026. The proposed levy renewal:

Funds teachers at every school in the District

- The funds help support a well-rounded education, with enrichments for elementary and middle grades, and electives in varied interest areas for high school students.
- The funds help support career, technical, science, technology, engineering, and math programs, including computer science education, so students can graduate with the skills necessary to be career or college ready.
- The funds provide academic supports, such as reading specialists for students working to recover from learning loss.
- The levy is projected to fund approximately 660 teachers—nearly one-fifth of all teaching positions in the district—and classroom support staff each year over five years.

Allows funding for other classroom support positions

- The levy revenue could also fund other classroom support positions across the District, such as educational assistants, reading specialists, and special education certified personnel to help identify and support students with mental or behavioral health issues, academic issues, or other needs.

Continues to provide fiscal accountability and independent oversight

- This local option requires independent community oversight so that tax dollars are used only for purposes approved by local voters.
- Funds will be placed in a separate account to ensure their correct use and accurate reporting.

- No funds from this local option levy will be used for district administration.

Maintains the existing tax rate of \$1.99 per \$1,000 of assessed value

- This local option levy replaces the one passed by voters in 2019 and maintains the existing tax rate.
- For a home at the current average assessed value of \$275,706, the levy cost is \$45.72 per month, or \$548.65 per year.

Submitted by Dr. Sandy Husk

Interim Superintendent, Portland Public Schools



PORTLAND
Public Schools

Date: January 25, 2024

To: PPS Board of Education

From: Lisa Merrick, Senior Manager, Government Relations
Liz Large, Contracted General Counsel

Subject: Recommendation to refer renewal of Portland Public Schools's Local Option Levy to the May 2024 Primary Election

BACKGROUND

Portland Public Schools's five-year local option levy was renewed by 77% of the district's voters in November 2019 at a rate of \$1.99 per \$1,000 of assessed property value. Similar to many districts across the state, PPS supplements dollars allocated through the state school fund by administering a local option levy, which has funded over 800 teaching positions.

In 2024-25, PPS is projected to receive \$110,067,000 in revenue from the levy. In order to continue the levy and sustain this level funding for classroom positions from 2025-2030, the Board will need to refer the renewal to district voters for approval, and we recommend that the Board do so at the the May 21, 2024, primary election. This approach is in alignment with the recommendation made last summer on the timing of the local option levy renewal by the Board's Local Option Levy Committee.

To place the levy on the May 2024 ballot, the Board needs to vote to renew the local option levy at the current rate of \$1.99 per \$1,000 of assessed property value or to refer a different rate on the local option levy to the May 2024 ballot.

FISCAL IMPACT

The local option levy renewal at the current rate of \$1.99 per \$1,000 of assessed property is projected to raise \$111.3 million in 2025-2026; \$112.6 million in 2026-2027; \$113.8 million in

2027-2028; \$115.1 million in 2028-2029; and \$116.4 million in 2029-30, which would support an estimated 750-800 teaching positions.

According to Oregon statute, school district local option collections are excluded from the State School Fund formula up to a prescribed limit. The limit is updated each year, and for Fiscal year 2024, the limit is \$123,238,555 for Portland Public Schools.

It is important to note, if projected collections are close to the applicable limit, future growth in levy revenue could result in actual revenues exceeding the limit and impact the amount the District can collect without sacrificing revenue to the State School Fund formula. The District will need to advocate for and secure a change in state law to maintain all revenue collections as the voters' intend. According to the most recent projections, Portland Public Schools is not expected to reach the statutory limit during the upcoming levy cycle if it renews the local option levy at the current rate of \$1.99 per \$1,000 of assessed property.

KEY DATES AND DEADLINES

- **March 1, 2024:** Notice of ballot title due to Multnomah County Elections
- **March 21, 2024:** Measure filing deadline (noticed and completed)
- **March 25, 2024:** Voters' pamphlet statements due
- **May 21, 2024:** Primary Election

Staff proposes the following actions to meet the timeline listed above:

- **February 6:** Board meeting and discussion
- **February 20:** Board meeting and vote on referral to the ballot; notice to the Tax Supervising and Conservation Commission (TSCC).

STAFF RECOMMENDATION

Staff recommends the Portland Public Schools Board of Directors refer the local option levy to voters to be considered in the May 2024 primary election and maintain the rate of \$1.99 per \$1,000 of assessed property value.

RESOLUTION No. 6834

Resolution to Adopt Ethics and Conflict of Interest Policy xx.xx.xxx-P

RECITALS

- A. On December 11, 2023 the Board Policy Committee reviewed and considered the proposed Ethics and Conflict of Interest Policy xx.xx.xxx-P.
- B. On January 9, 2024, the Board presented the first reading of the Ethics and Conflict of Interest Policy.
- C. Pursuant to District policy, the public comment was open for at least 21 days, and there was no public comment received during the comment period.

RESOLUTION

The Board hereby adopts the Ethics and Conflict of Interest xx.xx.xxx-P policy and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.



Board Policy

~~x.xx.xxx~~5.10.066-P

Ethics and Conflict of Interest Policy

1. Purpose

Board members and employees are expected to perform the District's business with integrity and accountability to the law and the community we serve; as responsible stewards of the District's resources; and without undue or the perception of undue influence in the performance of our jobs. Board members and employees have been entrusted with the important task of educating our community's children and should strive to live up to the highest ethical standards.

This policy establishes ethical standards of conduct for Board members and employees, whether elected or appointed, paid or unpaid, and sets forth conduct that is incompatible with such standards. Violations of this policy may subject employees to discipline, up to and including dismissal.

2. Definitions

"Actual Conflict of Interest" means any action, decision, or recommendation by a person acting in a capacity as a District representative, the effect of which is to the private financial benefit or avoidance of financial detriment to the person or the person's relative(s) or any business with which the person or a relative of the person is associated unless the financial benefit or detriment arises out of the following:

- a) An interest or membership in a particular business, industry, occupation or other class required by law as a prerequisite to the holding by the person of the office or position.
- b) Any action in the person's official capacity, which would affect to the same degree a class consisting of all inhabitants of the state, or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person's relative or business with which the person or the person's relative is associated, is a member or is engaged.
- c) Membership ~~in or membership~~ on the board of directors of or service in a nonremunerative capacity for a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code.

"Confidential Information" means specific information, rather than generalized knowledge, that is shared only with a specific person or persons within the District, including information made confidential by law.



Board Policy

~~x.xx.xxx~~5.10.066-P

Ethics and Conflict of Interest Policy

“District action” means (i) a decision, determination, finding, ruling, purchase order, grant, payment, award, license, contract, transaction, sanction, approval or denial, authorization, or other similar action, or (ii) any proceeding, application, submission, request for a ruling or other determination, contract, claim, case, or other such matter that the Board member or employee believes, or has reason to believe, is one to which the District is, or will be a party or is one in which the District has a direct and substantial interest.

“Gift or Gratuity” means anything with an aggregate value in excess of \$50 to a Board member or District employee from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision, authorization, or vote of that Board member or District employee.

“Member of household” means any person who resides with the District employee or Board member.

“Potential Conflict of Interest” means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which could be to the private financial benefit or detriment of the person or the person’s relative, or a business with which the person or the person’s relative is associated, unless the financial benefit or detriment arises out of the following:

- a) An interest or membership in a particular business, industry, occupation or other class required by law as a prerequisite to the holding by the person of the office or position.
- b) Any action in the person’s official capacity, which would affect to the same degree a class consisting of all inhabitants of the state, or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person’s relative or business with which the person or the person’s relative is associated, is a member or is engaged.
- c) Membership in or membership on the board of directors of a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code.

“Participate” means to personally and substantially consider, investigate, advise, recommend, approve/disapprove, authorize, decide, or take other similar action.

“Reasonable travel expenses” are those expenses that either (1) do not exceed the District-established per diem for travel or (ii) are otherwise reimbursable under District policy.



Board Policy

~~x.xx.xxx~~5.10.066-P

Ethics and Conflict of Interest Policy

“Relative” means spouse or domestic partner, child, step-child, parent, step-parent, sibling, step-sibling, child-in-law of the employee; or the parent, step-parent, sibling, step-sibling, son-in-law or daughter-in-law of the spouse of the employee. Relative also includes any individual for whom the employee has a legal support obligation, whose employment provides financial benefits to the employee, or who receives any direct benefit from the employee’s public employment.

3. Code of Ethics

All Board members and District employees shall act with trust, equity, and accountability.

a. Trust. All Board members and District employees shall treat their office as a public trust. They should avoid the appearance of impropriety and conflicts of interest, and take District Actions and implement policies in good faith as equitably as possible.

b. Equity. Board members and District employees will create an inclusive environment that reflects and supports the racial and ethnic diversity of our student population, employees, and community.

c. Accountability. Board members and employees will strive to carry out their work efficiently and transparently.

4. Gifts

State law limits Gifts and Gratuities to Board members or employees, their relatives, and members of their household. Gift or gratuity does not include the following items:

- a. Anything of value that is received as District property and used for District purposes (such as textbooks and classroom supplies);
- b. Discounts available to an individual as a member of an employee group, occupation or similar broad-based group;
- c. A plaque, trophy, or other honoraria;
- d. Unsolicited awards for professional achievement;



Ethics and Conflict of Interest Policy

- e. Reimbursement to the District for enrollment and course fees and reasonable travel expenses incurred by the District in connection with a Board member's or employee's speech, presentation, or appearance made in an official capacity; provided that the reimbursement is memorialized in writing;
- f. Campaign contributions that are solicited or received and reported by an elected official or candidate in accordance with applicable law; and
- g. Employee or Board compensation.

5. Conflicts of Interest.

All Board members and District employees must disqualify themselves from participating in District Actions in which they have an actual conflict of interest.

This means, among other things, that:

- a. Use of Position. Board members and District employees may not use their position to obtain financial gain or avoidance of financial detriment for themselves, as well as for their relatives and members of their households. Additionally, Board members are prohibited from being compensated by the District as an employee or contractor, and no Board member or employee may benefit under any District contract for which they participated in the authorization for two years following Board service or employment, respectively.
- b. Sale of instructional or training materials. Employees may not claim, promote, or sell instructional, training, or other materials and/or equipment to third parties developed on District time or District property nor may they promote or sell instructional, training, or other materials they developed on their own time to the District. Exceptions may be granted under exceptional circumstances with the written consent of the Superintendent.
- c. Confidential Information. Board members and employees may not use confidential information gained in the course of or by reason of their position or activities for personal gain or advantage to them or their relatives or members of their household.



Ethics and Conflict of Interest Policy

- d. Interest in Contracts. Board members and employees, along with their relatives and members of their household, may not take District Action related to any District contract for which they have a financial interest.
- e. Use of District Time. A District employee may not perform any duties related to an outside job during their regular scheduled or actual working hours unless leave is approved pursuant to District procedures; nor may an employee use any District facilities, equipment, resources or materials in performing outside work.

Retaliation Prohibited. Retaliation or threats of retaliation, both direct and indirect, for good-faith reporting of possible violations of this policy or ORS chapter 244 are prohibited. Any employee found to have engaged in any such conduct shall be subject to disciplinary action.

Notice.

1. Board Member. If a Board member has a potential or actual conflict of interest, they should state the conflict at the meeting when the agenda item is raised.
2. Employee. If an employee has an actual conflict of interest, they must notify a supervisor in writing of the nature of the conflict. The supervisor should assume responsibility for or reassign the matter creating the conflict. If an employee has a potential conflict of interest, they should notify a supervisor in writing of the nature of the potential conflict of interest, and the supervisor will determine if any reassignment of the matter creating the potential conflict is appropriate.

6. **Avoiding the Appearance of Conflicts of Interest**

Board Members and District employees should avoid the appearance of a conflict of interest when feasible.

7. **Complaints Against Employees**

Concerns that an employee is engaged in a District Action for which they have an actual conflict of interest shall be reported to the employee's supervisor (who should report it to Human Resources) or Human Resources. If the employee is the Superintendent, the concern shall be raised to the Board Chair.



Board Policy

~~x.xx.xxx~~5.10.066-P

Ethics and Conflict of Interest Policy

8. Annual Training for Board Members and Senior District Leadership

Each year, Board members and senior District staff members shall complete a District-sponsored training on ethics, including conflicts of interest, public meetings laws, and public records laws. Each Board member and senior District staff shall certify in writing completion of the training.

Legal Reference: ORS [Chapter 244](#)

History: Adopted __/2024



Ethics and Conflict of Interest Policy

1. Purpose

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- b) Any action in the person's official capacity, which would affect to the same degree a class consisting of all inhabitants of the state, or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person's relative or business with which the person or the person's relative is associated, is a member or is engaged.
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Board Policy

5.10.066-P

Ethics and Conflict of Interest Policy

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“Reasonable travel expenses” are those expenses that either (1) do not exceed the District-established per diem for travel or (ii) are otherwise reimbursable under District policy.



Ethics and Conflict of Interest Policy

“Relative” means spouse or domestic partner, child, step-child, parent, step-parent, sibling, step-sibling, child-in-law of the employee; or the parent, step-parent, sibling, step-sibling, son-in-law or daughter-in-law of the spouse of the employee. Relative also includes any individual for whom the employee has a legal support obligation, whose employment provides financial benefits to the employee, or who receives any direct benefit from the employee’s public employment.

3. Code of Ethics

All Board members and District employees shall act with trust, equity, and accountability.

a. Trust. All Board members and District employees shall treat their office as a public trust. They should avoid the appearance of impropriety and conflicts of interest, and take District Actions and implement policies in good faith as equitably as possible.

b. Equity. Board members and District employees will create an inclusive environment that reflects and supports the racial and ethnic diversity of our student population, employees, and community.

c. Accountability. Board members and employees will strive to carry out their work efficiently and transparently.

4. Gifts

State law limits Gifts and Gratuities to Board members or employees, their relatives, and members of their household. Gift or gratuity does not include the following items:

- a. Anything of value that is received as District property and used for District purposes (such as textbooks and classroom supplies);
- b. Discounts available to an individual as a member of an employee group, occupation or similar broad-based group;
- c. A plaque, trophy, or other honoraria;
- d. Unsolicited awards for professional achievement;



Ethics and Conflict of Interest Policy

- e. Reimbursement to the District for enrollment and course fees and reasonable travel expenses incurred by the District in connection with a Board member's or employee's speech, presentation, or appearance made in an official capacity; provided that the reimbursement is memorialized in writing;
- f. Campaign contributions that are solicited or received and reported by an elected official or candidate in accordance with applicable law; and
- g. Employee or Board compensation.

5. Conflicts of Interest.

All Board members and District employees must disqualify themselves from participating in District Actions in which they have an actual conflict of interest.

This means, among other things, that:

- a. Use of Position. Board members and District employees may not use their position to obtain financial gain or avoidance of financial detriment for themselves, as well as for their relatives and members of their households. Additionally, Board members are prohibited from being compensated by the District as an employee or contractor, and no Board member or employee may benefit under any District contract for which they participated in the authorization for two years following Board service or employment, respectively.
- b. Sale of instructional or training materials. Employees may not claim, promote, or sell instructional, training, or other materials and/or equipment to third parties developed on District time or District property nor may they promote or sell instructional, training, or other materials they developed on their own time to the District. Exceptions may be granted under exceptional circumstances with the written consent of the Superintendent.
- c. Confidential Information. Board members and employees may not use confidential information gained in the course of or by reason of their position or activities for personal gain or advantage to them or their relatives or members of their household.



Ethics and Conflict of Interest Policy

- d. Interest in Contracts. Board members and employees, along with their relatives and members of their household, may not take District Action related to any District contract for which they have a financial interest.
- e. Use of District Time. A District employee may not perform any duties related to an outside job during their regular scheduled or actual working hours unless leave is approved pursuant to District procedures; nor may an employee use any District facilities, equipment, resources or materials in performing outside work.

Retaliation Prohibited. Retaliation or threats of retaliation, both direct and indirect, for good-faith reporting of possible violations of this policy or ORS chapter 244 are prohibited. Any employee found to have engaged in any such conduct shall be subject to disciplinary action.

Notice.

1. Board Member. If a Board member has a potential or actual conflict of interest, they should state the conflict at the meeting when the agenda item is raised.
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6. Avoiding the Appearance of Conflicts of Interest

Board Members and District employees should avoid the appearance of a conflict of interest when feasible.

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Board Policy

5.10.066-P

Ethics and Conflict of Interest Policy

8. Annual Training for Board Members and Senior District Leadership

Each year, Board members and senior District staff members shall complete a District-sponsored training on ethics, including conflicts of interest, public meetings laws, and public records laws. Each Board member and senior District staff shall certify in writing completion of the training.

Legal Reference: ORS [Chapter 244](#)

History: Adopted __/2024

Portland Public School District 1st Reading

DATE OF FIRST READING: January 09, 2024

PUBLIC COMMENT FOR

New Policy

Policy x.xx.xxx-P:

Ethics and Conflict of Interest Policy

The Portland Public School District is providing Notice of Proposed Revised Policy and Public Comment to offer interested parties reasonable opportunity to submit data or comments on the proposed policies noted below.

Public comment may be submitted in writing directly to the district or through the district website noted below. Written comments must be submitted by 5:00pm on the Last Date for Comment listed below.

**Open for Comment until at least:
January 30, 2024**

Summary: Adoption of a new Ethics and Conflict of Interest Policy.

1st Reading by: Director Julia Brim-Edwards
Portland Public School Board, Policy Committee Chair

Recommended for a 1st Reading by:
Portland Public Schools Board of Education, Policy Committee

Draft Policy Web Site: <http://www.pps.net/draftpolicies>

Contact: Rosanne Powell, Senior Board Manager
Address: P.O. Box 3107, Portland, OR 97208-3107
Telephone: 503-916-3741
E-mail: schoolboard@pps.net

Draft Policy Comment Form: <https://forms.gle/VqYbmVA36cqADj6n6>

Included in Packet

Page

Staff Report

03

Draft Policy

04



STAFF REPORT

Date: December 14, 2023
To: School Board
From: Mary Kane, Senior Legal Counsel
Subject: Proposed new policy- Ethics and Conflict of Interest Policy xx.xx.xxx-P

BACKGROUND

A proposal to adopt this new policy was heard and discussed by the Policy Committee during September-December 2023. The recommendation was made for a new policy on government ethics, and the District considers it best practice.

ANALYSIS OF SITUATION

Oregon Revised Statutes Chapter 244 are the laws relating to government ethics for public officers and employees. District officials and staff members currently follow ethics laws. The new policy is recommended to help translate statutory language into a user-friendly guidance for District staff.

FISCAL IMPACT

There is no fiscal impact.

COMMUNITY ENGAGEMENT

There was no community engagement other than discussion in the Policy Committee public meeting.

STAFF RECOMMENDATION

Staff recommends the adoption of this policy.

ATTACHMENTS

- A. Ethics and Conflict of Interest Policy x.xx.xxx-P



Board Policy

x.xx.xxx-P

Ethics and Conflict of Interest Policy

1. Purpose

Board members and employees are expected to perform the District's business with integrity and accountability to the law and the community we serve; as responsible stewards of the District's resources; and without undue or the perception of undue influence in the performance of our jobs. Board members and employees have been entrusted with the important task of educating our community's children and should strive to live up to the highest ethical standards.

This policy establishes ethical standards of conduct for Board members and employees, whether elected or appointed, paid or unpaid, and sets forth conduct that is incompatible with such standards. Violations of this policy may subject employees to discipline, up to and including dismissal.

2. Definitions

"Actual Conflict of Interest" means any action, decision, or recommendation by a person acting in a capacity as a District representative, the effect of which is to the private financial benefit or avoidance of financial detriment to the person or the person's relative(s) or any business with which the person or a relative of the person is associated unless the financial benefit or detriment arises out of the following:

- a) An interest or membership in a particular business, industry, occupation or other class required by law as a prerequisite to the holding by the person of the office or position.
- b) Any action in the person's official capacity, which would affect to the same degree a class consisting of all inhabitants of the state, or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person's relative or business with which the person or the person's relative is associated, is a member or is engaged.
- c) Membership in or membership on the board of directors of a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code.

"Confidential Information" means specific information, rather than generalized knowledge, that is shared only with a specific person or persons within the District, including information made confidential by law.



Board Policy

X.XX.XXX-P

Ethics and Conflict of Interest Policy

“District action” means (i) a decision, determination, finding, ruling, purchase order, grant, payment, award, license, contract, transaction, sanction, approval or denial, authorization, or other similar action, or (ii) any proceeding, application, submission, request for a ruling or other determination, contract, claim, case, or other such matter that the Board member or employee believes, or has reason to believe, is one to which the District is, or will be a party or is one in which the District has a direct and substantial interest.

“Gift or Gratuity” means anything with an aggregate value in excess of \$50 to a Board member or District employee from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision, authorization, or vote of that Board member or District employee.

“Member of household” means any person who resides with the District employee or Board member.

“Potential Conflict of Interest” means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which could be to the private financial benefit or detriment of the person or the person’s relative, or a business with which the person or the person’s relative is associated, unless the financial benefit or detriment arises out of the following:

- a) An interest or membership in a particular business, industry, occupation or other class required by law as a prerequisite to the holding by the person of the office or position.
- b) Any action in the person’s official capacity, which would affect to the same degree a class consisting of all inhabitants of the state, or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person’s relative or business with which the person or the person’s relative is associated, is a member or is engaged.
- c) Membership in or membership on the board of directors of a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code.

“Participate” means to personally and substantially consider, investigate, advise, recommend, approve/disapprove, authorize, decide, or take other similar action.

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Board Policy

X.XX.XXX-P

Ethics and Conflict of Interest Policy

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Ethics and Conflict of Interest Policy

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Board Policy

X.XX.XXX-P

Ethics and Conflict of Interest Policy

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6. **Avoiding the Appearance of Conflicts of Interest**

Board Members and District employees should avoid the appearance of a conflict of interest when feasible.

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Board Policy

x.xx.xxx-P

Ethics and Conflict of Interest Policy

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Legal Reference: ORS [Chapter 244](#)

History: Adopted __/2024

RESOLUTION No. 6846

Authorization for Off-Campus Activities

RECITAL

Portland Public Schools (“District”) Policy 6.50.010-P (“Off-Campus Activities”) requires the Board of Education (“Board”) consent to student out-of-state travel.

RESOLUTION

The Board has reviewed the request for out-of-state travel. All required documents have been submitted to the Risk Management Department. The Superintendent recommends that the Board consent to the student out-of-state travel for the below request:

AUTHORIZATION FOR OFF-CAMPUS ACTIVITIES

Date(s)	School, Course, and Number of Students	Purpose of Travel	Travel Destination	Estimated Cost	Equitable Field Trip Fund; %
3/1-3/3/24	Grant HS Track, 40	STCU West Coast Indoor Championships	Spokane, WA	\$105	N/A
3/11-3/15/24	McDaniel HS CTE/Communications, 20	To gain insight & experience in the field of journalism from experts in the field.	Columbia University – New York, NY	\$1,575	N/A
3/12-3/16/24	Grant HS Magazine, 11	Journalism conference	Columbia University – New York, NY	\$1600	N/A
3/15-3/18/24	Cleveland HS Music, 31	Enhance musical education through various performances, clinics, & learning experiences	Multiple locations in AZ	\$1656	N/A
3/16-3/25/24	Jefferson HS Dancers, 18	Classes, workshops, performances, cultural exchange	France	\$2665	\$9999
5/22-5/23/24	Ockley Green Dance, 24	The final course of the decades of hip hop - workshop classes, see Jabbawockeez	Las Vegas, NV	\$641.47	N/A



PORTLAND PUBLIC SCHOOLS

HEAD START

4800 NE 74th Ave/ Portland, OR 97218

Telephone: (503) 916-5724

STAFF REPORT

Date: 2/20/2024

To: PPS School Board

From: Emily Glasgow, Senior Director of PK-5 Core Academics
Dana Stiles, Principal/Director of Head Start

Subject: Head Start Action and Informational Items

BACKGROUND

- A. Federal requirements call for the Governing Board of Head Starts to approve recommendations and reports for the program.**
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for PPS Head Start.**

1. Updated PPS Head Start Policy & Procedures

1.A. Mealtime Policy – PPS Head Start has revised the Mealtime Policy & Procedures to align the Head Start Performance Standard §1302.44 – Child nutrition. Revised procedures include updated rationale and procedural instructions to promote Family Style meals and appropriate meal counts for accurate fiscal and Nutrition reporting. PPS Head Start Parent Policy Council approved these revised procedures on December 12, 2024. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

1.B. Sick Policy – PPS Head Start has revised the Sick Policy & Procedures to align the Head Start Program Performance § 1302.47(b)(7)(iii) – Safety Practices with Oregon Department of Education, Oregon Early Learning Division, and Multnomah County Public Health Department illness exclusion guidance. Revised procedures include updated rationale and procedural instructions promote a healthy environment for children and follow state and local communicable disease exclusion guidelines. PPS Head Start Parent Policy Council approved these revised procedures on December 12, 2024. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

1.C. Student Attendance Policy – PPS Head Start has revised the Student Attendance Policy to align the Head Start Performance Standard § 1302.16 Attendance. Revised procedures include supporting all families in maintaining consistent attendance in the Head Start program. Consistent attendance is defined as present or participating for at least 85% of scheduled classroom days. Head Start staff help families in identifying barriers to consistent attendance, and initiate support as appropriate. PPS Head Start Parent Policy Council approved these revised procedures on December 12, 2024. Board

approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

1.D. Field Trip Policy – PPS Head Start has written a Field Trip Policy that aligns the Head Start Performance Standards § 1302.102(a)(4) – Achieving program goals, § 1302.47(b)(7)(iii) – Safety Practices, and § 1302.74(a) – Safety Procedures with district policy. Portland Public Schools Head Start follows the policies and protocol set by Portland Public Schools for all walking or day field trips. PPS Head Start Parent Policy Council approved these revised procedures on December 12, 2024. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

2. PPS Head Start 2023 – 2024 OPK Site & Service Workbook

PPS Head Start is required to submit a Site and Service Workbook annually as part of its Department of Early Learning and Care (DELIC), Oregon Prenatal – Kindergarten (OPK) state grant. This data assists the DELIC with report submission and facilitates any grant management systems claims PPS Head Start may have. PPS Head Start Parent Policy Council approved the Site and Service Workbook on October 21, 2023. Board approval is required. A Board Letter of Approval and Resolution are requested.

3. 2022 – 2023 PPS Head Start Program Annual Report

The Head Start Program Performance Standards provide requirements and procedures for the Annual Report. The Annual Report includes yearlong information regarding Head Start program data. It is used as a community resource and contains information from the Program Information Report (PIR). Program budget information is also shared in the annual report. PPS Head Start Parent Policy Council will review the Program Annual Report at the next meeting on February 13, 2024. A Board Letter of Approval and Resolution are requested.

4. 2023 – 2024 PPS Head Start Program Self-Assessment Timeline

The [annual Self-Assessment](#) is a central tenet of continuous quality improvement for Head Start programs. The goal of the Self-Assessment is to meet Head Start Program Performance Standards and move toward program excellence in serving children and families. The process provides programs the means to regularly assess their own management systems and program operations in order to continually strengthen the program and the services and supports delivered to children and families. PPS Head Start Parent Policy Council will review the Program Annual Report at the next meeting on February 13, 2024. A Board Letter of Approval and Resolution are requested.

RELATED POLICIES/BEST PRACTICES

Items listed above are required to be reviewed, updated, and/or approved by the Parent Policy Council and Governing Board.

ANALYSIS OF SITUATION

All items listed above support the high quality, comprehensive wraparound services provided to the children and families attending PPS Head Start.

FISCAL IMPACT

The items included in this packet do not have any significant direct impacts on program or district funding. Some items are required as part of grant agreements (federal, state, and city) in order to maintain current funding.

COMMUNITY ENGAGEMENT

PPS Head Start Parent Policy Council reviewed, provided input, and approved these actions/items on October 21, 2023, November 14, 2023, December 12, 2023, and January 9, 2024 as noted above and as reflected in the attached meeting minutes.

TIMELINE FOR IMPLEMENTATION / EVALUATION

The timeline for implementation will be the 2023 – 2024 school year.

BOARD OPTIONS WITH ANALYSIS

Board approval needed.

CONNECTION TO BOARD GOALS

The goal of PPS Head Start is to prepare the city's diverse and resilient young children for successful transitions to kindergarten and beyond by leveraging each child's strengths, building their social competence, and developing school readiness skills.

In June 2022, the PPS School Board established a new set of goals. "It remains the core mission and responsibility of our school system to ensure that every student has opportunities to thrive and experience success. Unfortunately, too many students have been historically underserved, and there has not been evidence of racial equity in PPS as revealed by persistent gaps in student outcomes along the lines of race. We are dedicated to the continuous improvements necessary to drive the system shifts that will better support our students, educators, and leaders and result in improved student performance." The Board adopted the following four priorities for the 2022-2027 time period to move the school district toward the above aspirations:

- Improve Third Grade Reading achievement
- Improve Fifth Grade Mathematics achievement
- Improve Eighth Grade Readiness
- Improve High School Graduation rates

The above items support the district's and School Board's vision and priorities.

STAFF RECOMMENDATION

Develop Board resolutions and obtain signatures of approval of the Board Chair of the attached documents.

ATTACHMENTS

- A. Resolution approving the Head Start Policy Council Recommendation – Annual Report
- B. 2021-2022 Program Annual Report

- C. Resolution approving the Head Start Policy Council Recommendation – Field Trip Policy
- D. Field Trip Policy

- E. Resolution approving the Head Start Policy Council Recommendation – Self-Assessment Timeline
- F. 2022-2023 Self-Assessment Timeline

- G. Resolution approving the Head Start Policy Council Recommendation – Student Attendance Policy
- H. Student Attendance Policy

- I. Resolution approving the Head Start Policy Council Recommendation – Sick Child Policy
- J. Sick Child Policy

- K. Resolution approving the Head Start Policy Council Recommendation – Mealtime Policy
- L. Mealtime Policy

- M. Resolution approving the Head Start Policy Council Recommendation – Site and Service Workbook
- N. 2022-2023 OPK Site and Service Workbook

RESOLUTION No. 6847

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. The annual Self-Assessment is a central tenet of continuous quality improvement for Head Start programs. The goal of the Self-Assessment is to meet Head Start Program Performance Standards and move toward program excellence in serving children and families. The process provides programs the means to regularly assess their own management systems and program operations in order to continually strengthen the program and the services and supports delivered to children and families.

RESOLUTION

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.



PPS Head Start Self-Assessment Timeline 2023-2024 (Year 1)

January 2024

- Policy Council Approval of Self-Assessment Timeline and Process, identify 1-2 parents to sit on committee
- Formation of Self-Assessment Committee

January 2024

- Orient Self-Assessment Committee to:
 - Self-assessment process
 - Related Performance Standards
- Review 5-year goals and objectives
- Review School Readiness Goals
- Determine who/what data is needed to review progress (ie. attendance data, DRDP data, enrollment data, health data)
- Identify protocol to analyze data ([Project Zero](#) or [CLEE](#))

February-April 2024

- Small groups review program data to assess progress toward goals, groups rotate monthly
- Review survey questions prior to April meeting
- Send Family and Staff Surveys (in early May)

May 2024*

- Review survey results
- Review updated Community Needs Assessment
- Draft Self Assessment Report
 - Year 1 progress
 - School Readiness Goal progress
 - Parent and Staff Survey results

June 2024*

- Review DRDP final data
- Finalize Draft Report
- Policy Council review and approve Self Assessment Report

July 2024

- Finalize Self-Assessment Report
- Submit to Grantors



PORTLAND PUBLIC SCHOOLS

HEAD START

4800 NE 74th Ave/ Portland, OR 97218

Telephone: (503) 916-5724

STAFF REPORT

Date: 2/20/2024

To: PPS School Board

From: Emily Glasgow, Senior Director of PK-5 Core Academics
Dana Stiles, Principal/Director of Head Start

Subject: Head Start Action and Informational Items

BACKGROUND

- A. Federal requirements call for the Governing Board of Head Starts to approve recommendations and reports for the program.**
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ANALYSIS OF SITUATION

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FISCAL IMPACT

The items included in this packet do not have any significant direct impacts on program or district funding. Some items are required as part of grant agreements (federal, state, and city) in order to maintain current funding.

COMMUNITY ENGAGEMENT

PPS Head Start Parent Policy Council reviewed, provided input, and approved these actions/items on October 21, 2023, November 14, 2023, December 12, 2023, and January 9, 2024 as noted above and as reflected in the attached meeting minutes.

TIMELINE FOR IMPLEMENTATION / EVALUATION

The timeline for implementation will be the 2023 – 2024 school year.

BOARD OPTIONS WITH ANALYSIS

Board approval needed.

CONNECTION TO BOARD GOALS

The goal of PPS Head Start is to prepare the city's diverse and resilient young children for successful transitions to kindergarten and beyond by leveraging each child's strengths, building their social competence, and developing school readiness skills.

In June 2022, the PPS School Board established a new set of goals. "It remains the core mission and responsibility of our school system to ensure that every student has opportunities to thrive and experience success. Unfortunately, too many students have been historically underserved, and there has not been evidence of racial equity in PPS as revealed by persistent gaps in student outcomes along the lines of race. We are dedicated to the continuous improvements necessary to drive the system shifts that will better support our students, educators, and leaders and result in improved student performance." The Board adopted the following four priorities for the 2022-2027 time period to move the school district toward the above aspirations:

- Improve Third Grade Reading achievement
- Improve Fifth Grade Mathematics achievement
- Improve Eighth Grade Readiness
- Improve High School Graduation rates

The above items support the district's and School Board's vision and priorities.

STAFF RECOMMENDATION

Develop Board resolutions and obtain signatures of approval of the Board Chair of the attached documents.

ATTACHMENTS

- A. Resolution approving the Head Start Policy Council Recommendation – Annual Report
- B. 2021-2022 Program Annual Report

- C. Resolution approving the Head Start Policy Council Recommendation – Field Trip Policy
- D. Field Trip Policy

- E. Resolution approving the Head Start Policy Council Recommendation – Self-Assessment Timeline
- F. 2022-2023 Self-Assessment Timeline

- G. Resolution approving the Head Start Policy Council Recommendation – Student Attendance Policy
- H. Student Attendance Policy

- I. Resolution approving the Head Start Policy Council Recommendation – Sick Child Policy
- J. Sick Child Policy

- K. Resolution approving the Head Start Policy Council Recommendation – Mealtime Policy
- L. Mealtime Policy

- M. Resolution approving the Head Start Policy Council Recommendation – Site and Service Workbook
- N. 2022-2023 OPK Site and Service Workbook

RESOLUTION No. 6848

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. The Head Start Program Performance Standards provide requirements and procedures for the Annual Report. The Annual Report includes yearlong information regarding Head Start program data. It is used as a community resource and contains information from the Program Information Report (PIR). Program budget information is also shared in the annual report.

RESOLUTION

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.



PORTLAND PUBLIC SCHOOLS

Head Start

Annual Report 2022–2023





PORTLAND PUBLIC SCHOOLS

Head Start

Our Vision:

Our vision is children growing and thriving in a supportive, nurturing environment of parents, family, neighborhood, and community where they and their families have options and opportunities for optimum growth, development, and learning.

Our Mission:

As proven leaders in early childhood education and family development, Portland Public Schools Head Start is dedicated to enhancing the quality of life for vulnerable children and families in Multnomah County. Our knowledgeable and caring staff accomplish our mission by providing early education and family support to families of children from three to five years old, emphasizing healthy outcomes and school readiness, promoting family self-sufficiency, and partnering with individuals, school districts, and our community. When we say "school readiness," we mean children are ready for school, families are ready to support their children's learning, and schools are ready for children.

Our Core Values:

- Recognizing, honoring, and giving voice to the racial, ethnic, and linguistic diversity of the families we serve.
- Working as a team, we can effectively promote respectful, sensitive, and proactive approaches to learning and growth.
- Nurturing the cognitive, physical, social, and emotional development of each child.
- Fostering community partnerships to support families and children during and after the Head Start experience.
- Valuing individuality while recognizing that children and adults develop and prosper within the context of relationships.
- Empowering families to achieve self-sufficiency by identifying their own strengths, needs, and interests while finding solutions and making positive changes.
- Implementing shared decision making as a collective responsibility of families, governing bodies, and staff where ideas and opinions are heard and respected.
- Supporting healthy behaviors that enhance wellness.
- Emphasizing learning through play.
- Keeping families' hopes and dreams as our central focus.



Portland Public Schools recognizes the diversity and worth of all individuals and groups and their roles in society. It is the policy of the Portland Public Schools Board of Education that there will be no discrimination or harassment of individuals or groups on the grounds of age, color, creed, disability, marital status, national origin, race, religion, sex or sexual orientation in any educational programs, activities or employment.



Annual Report 2022–2023

Director: Dana Stiles

We experienced continued challenges during the 2022–2023 school year delivering developmentally and culturally appropriate supports and services to children and families due to the impact and influence of the coronavirus pandemic.

Recruitment and enrollment were gradual and ongoing throughout the entire school year. We implemented a variety of new strategies for recruitment; community fairs, yard signs, etc. By the end of the year, we reached an enrollment of 623 children and families. The Office of Head Start suspended its evaluation of programs for full enrollment during this time, which relieved much stress.

Community partnerships were strengthened, and crises were transformed into opportunities. PPS Head Start moved forward with its racial equity and social justice work as well as its exploration of research-based learning frameworks to improve student outcomes. Students and families benefited from our in-person social interactions and engagement activities. Another strong Parent Policy Council board of officers was elected and guided the program’s direction.

This report reflects the experiences and continued resolve of a community of people who refuse to accept the status quo and who unconditionally embrace the PPS Head Start mission and vision.

Basic Program Facts

The Portland Public Schools Head Start program served 623 children—ages three-to five-years—in 36 classrooms (participants were enrolled for at least 1 day during the school year). Our Head Start grantee is Portland Public Schools, a PreK-12 school district, so the program follows the district’s school calendar.

The program’s curriculum, Tools of the Mind®, aligns with the Portland Public Schools Instructional Framework. Our progress monitoring tool is the Desired Results Developmental Profile (DRDP), an observational assessment tool. In a typical year, ongoing child observation and assessment in the areas of: Cognitive, Language, Social/Emotional and Physical Development, are used to measure progress and share that progress with students’ parents/caregivers. Head Start parents are engaged in their child’s learning to support progress toward their educational goals. Parents are involved in leadership, educational, literacy, and employment-related opportunities to support lifelong learning experiences in the community.



Who We Served—Children & Families 2022–2023

Enrollment Opportunities

	2022-2023*	Full
Applegate	64	72
Clarendon	125	126
Creston Annex	65	72
Grout	29	36
Jason Lee	40	54
Kelly Center	123	108
Sacajawea	106	108
Sitton	38	36
Whitman	41	36
Total Funded Enrollment	623	648

*Separate total slots from enrollment opportunities. The numbers for 2022-2023 reflect the total number of children who were enrolled for at least one day during the school year; the second number reflects the total number of funded slots at each site.



Total Funded Enrollment 623/648

Age

3 year olds	41.0%
4 year olds	58.9%

Ethnicity

Hispanic	39.8%
Non-Hispanic	60.1%

Race

Black/African American	19.9%
American Indian/Alaskan Native	2.8%
White	46.8%
Asian	13.0%
Hawaiian/Pacific Islander	2.4%
Bi-racial/Multi-racial	13.9%

Dual Language Learners (DLL) 44.7%

Spanish	24.5%
Chinese	5.6%
Vietnamese	5.4%
Other	9.1%

Home Languages

Akatek, Amharic, Arabic, Cambodian, Chinese, Chuj, Chuukese, Creole, Dinka, English, Ethiopian, French, Guiche, Hindi, Hmong, Igbo, Karen, Khmer, Laotian, Maay Maay, Nepali, Oromo, Russian, Samoan, Somali, Spanish, Swahili, Tigrinian, Tongan, Ukranian, Vietnamese



20% of our Head Start enrollment were children with disabilities.

Family Engagement

Services Provided

Number of referrals to Community Agencies

Emergency/Crisis Intervention	288
Housing Assistance (e.g., subsidies, utilities, repairs)	94
Mental Health Services	90
Research-based Parenting Education	40
English as a Second Language (ESL) Training	148
Adult education/Job Training	82
Substance Misuse Prevention/Treatment	8
Relationship Education	30
Preventive Medical and Oral Health Education	283
Nutrition Education	364
Assistance to Families of Incarcerated Individuals	9

Caregivers receiving at least one service 442

Assistance Type by Percent of Families

Families Receiving TANF	15.0%
Families Receiving SSI	4.6%
Families Receiving WIC	48.6%
Families Experiencing Houselessness	15.0%
Families Receiving SNAP	35.6%

Family Engagement Activities

- Policy Council
- Parent /Caregiver Workshops
- Parent/Caregiver Input Surveys
- Health Advisory Committee
- Family and Child Home Visits
- Multnomah County Library “Every Child a Reader” program

During this school year parents/ caregivers were highly involved in their child’s learning. PPS Head Start encourages families to engage in their child’s education and school community. PPS Head Start presented many opportunities to provide feedback and be involved in decision-making for the program.

PPS Head Start parents/caregivers are engaged in their child’s learning to support progress toward their educational goals. Parents/ caregivers are involved in leadership, educational, literacy and employment-related opportunities to support lifelong learning experiences in the community.



Health Services

Students with health insurance	99%
Students with a medical home	96%
Student with a dental home	87%
Students screened for vision concerns	98%
Student screened for hearing concerns	98%
Student screened for dental concerns	94%



The Head Start Health Services team focused on recovery post-COVID with an emphasis on health promotion. We implemented monthly “health huddles” with Family Service staff, created a process to improve our Health Status Determination numbers, and made progress toward becoming a more health literate organization.

Head Start Operating Expenses

Program Expenses – Totals from Budget-to-Actual Reports

Grant Description – Fiscal Year 2023

Federal Head Start Grant	\$ 5,830,128.00	42%
Oregon PreK Grant	\$ 7,592,337.00	54%
Portland Children’s Levy	\$ 562,348.00	4%
	\$ 13,948,813.00	100%

Average cost per child for Fiscal Year (Expenses/648)	\$ 21,526.00
Average cost per Federal Awarded Slots for grant year 11/1/22-10/31/23 (Award/297)	\$ 19,630.00
Average cost per State Awarded Slots for grant year 7/1/22-6/30/23 (Award/351)	\$ 21,631.00

Grant Description – Fiscal Year 2022

Federal Head Start Grant	\$ 5,686,462.00	46%
Oregon PreK Grant	\$ 5,799,811.00	47%
Portland Children’s Levy	\$ 560,845.00	5%
Federal Title IA Grant	\$ 240,000.00	2%
	\$ 12,287,118.00	100%

Average cost per child for Fiscal Year (Expenses/760)	\$ 16,067.00
Average cost per Federal Awarded Slots for grant year 11/1/21-10/31/22 (Award/297)	\$ 19,146.00
Average cost per State Awarded Slots for grant year 7/1/21-6/30/22 (Award/463)	\$ 12,527.00

Grant Description – Fiscal Year 2021

Federal Head Start Grant	\$ 5,618,686.00	46%
Oregon PreK Grant	\$ 5,799,604.00	47%
Portland Children’s Levy	\$ 551,897.00	5%
Federal Title IA Grant	\$ 240,000.00	2%
	\$ 12,210,394.00	100%

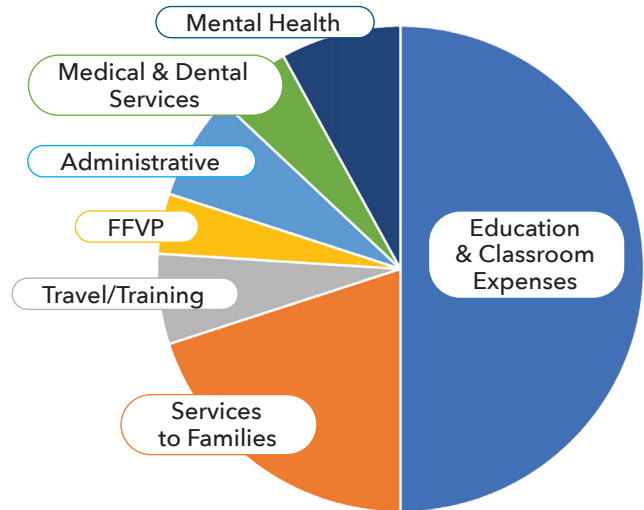
Average cost per child for Fiscal Year (Expenses/760)	\$ 16,066.00
Average cost per Federal Awarded Slots for grant year 11/1/20-10/31/21 (Award/297)	\$ 18,918.00
Average cost per State Awarded Slots for grant year 7/1/20-6/30/21 (Award/463)	\$ 12,527.00





Projected Expenditures 2023–2024

Education & Classroom Expenses	50%
Services to Families	20%
Travel/Training	6%
Fresh Fruit & Veggie Program (FFVP)	4%
Administrative Expenses	7%
Medical & Dental Services	5%
Mental Health	8%



Past Monitoring Results

- PPS Head Start received a Federal Focus Area 2 review during the week of March 7–11, 2022. There were no findings and no deficiencies noted. No one on staff could remember this ever happening in the program’s history.
- PPS Head Start received a Federal Focus Area 1 review during the week of October 28, 2019. There were no findings. Our program was determined to be in compliance with all Head Start Program Performance Standards.

Child Outcomes



PPS Head Start conducts assessment of children throughout the year to monitor developmental progress. The program used the Desired Results Developmental Profile (DRDP) to complete progress monitoring on all enrolled students. In addition, other formative assessments were completed. Student outcome data showed that all students showed progress in at least one developmental domain. Teachers met in bi-monthly Professional Learning Communities and used the data collected to inform their planning and instruction. These data analyses in combination with the comprehensive Program Self-Assessment enabled the program to monitor its progress on and update its 5-Year Program Goals and School Readiness Goals.

DRDP Child Development Summary 2022-2023

The vertical line represents the median score for the group.

Key: RE = Responding Earlier, RL = Responding Later, EE = Exploring Earlier, EM = Exploring Middle, EL = Exploring Later, BE = Building Earlier, BM = Building Middle, BL = Building Later, IE = Integrating Earlier

Approaches to Learning-Self-Regulation (ATL-REG):

The Approaches to Learning skills include attention maintenance, engagement and persistence, and curiosity and initiative. The Self-Regulation skills include self-comforting, self-control of feelings and behavior, imitation, and shared use of space and materials.

	RE	RL	EE	EL	BE	BM	BL	IE
Spring 2023			3%	7%	15%	29%	30%	17%
Winter 2023			4%	13%	25%	31%	21%	6%
Fall 2022	1%	1%	6%	27%	26%	26%	10%	2%

Social and Emotional Development (SED):

The knowledge or skill areas in this domain include identity of self in relation to others, social and emotional understanding, relationships and social interactions with familiar adults, relationships and interactions with peers, and symbolic and sociodramatic play.

	RE	RL	EE	EL	BE	BM	BL	IE
Spring 2023			2%	4%	20%	26%	29%	19%
Winter 2023			4%	7%	33%	33%	20%	4%
Fall 2022	1%	1%	5%	19%	36%	29%	7%	2%

Language and Literacy Development (LLD):

The LLD domain assesses the progress of all children in developing foundational language and literacy skills. These skills can be demonstrated in any language and in any mode of communication.

	RE	RL	EE	EM	EL	BE	BM	BL	IE
Spring 2023			0%	1%	3%	19%	26%	35%	17%
Winter 2023			1%	1%	7%	27%	34%	25%	5%
Fall 2022	1%	0%	2%	3%	11%	37%	32%	12%	1%

DRDP Child Development Summary 2022-2023

Cognition, Including Math and Science (COG):

The Math knowledge or skill areas in this domain include spatial relationships, classification, number sense of quantity, number sense of math operations, measurement, patterning, and shapes. The Science knowledge and skills in this domain include cause and effect, inquiry through observation and investigation, documentation and communication of inquiry, and knowledge of the natural.

	RE	RL	EE	EL	BE	BM	BL	IE
Spring 2023			1%	4%	24%	25%	34%	12%
Winter 2023		1%	2%	10%	32%	38%	14%	4%
Fall 2022	3%	1%	3%	12%	38%	34%	7%	1%

Physical Development (PD-HLTH):

The Physical Development knowledge or skill areas in this domain include perceptual motor skills and movement concepts, gross locomotor movement skills, gross motor manipulative skills, fine motor manipulative skills, and active physical play. The Health knowledge or skill areas in this domain include nutrition, safety, and personal care routines (hygiene, feeding, dressing).

	RE	RL	EE	EM	EL	BE	BM	BL	IE
Spring 2023					2%	16%	24%	30%	28%
Winter 2023					6%	19%	39%	30%	6%
Fall 2022	1%	0%		1%	10%	27%	39%	17%	4%

The vertical line represents the median score for the group.

Key: RE = Responding Earlier, RL = Responding Later, EE = Exploring Earlier, EM = Exploring Middle, EL = Exploring Later, BE = Building Earlier, BM = Building Middle, BL = Building Later, IE = Integrating Earlier



Five-Year Goals — Year Five 2022–2023 Progress

Program Goal 1:

PPS Head Start will ensure that all children are ready for success in kindergarten and beyond.

Objectives	Expected 5-year Impact	Year 5 2022-23 Progress, Outcomes, and Challenges
All children will receive high quality educational experiences.	95% of all enrolled children will be at or above widely-held expectations in all domains.	<p>Successes:</p> <ul style="list-style-type: none"> Nearly 20% of students program wide achieved the Integrating Earlier benchmark for Approaches to Learning/Self Regulation, Social Emotional Learning and Language/Literacy Development by Spring <p>Challenges:</p> <ul style="list-style-type: none"> All data in evaluating preschoolers is subjective.
Children will be healthy and ready to learn.	80% of enrolled children will have attendance of 85% or greater. Systems are in place to ensure a safe, secure, healthy environment to support children’s learning and development.	<ul style="list-style-type: none"> Average attendance for the 2022-23 school year was 80% across the program, with lowest attendance being in the Winter months of December, January and February. Overall 26% of children missed less than 10% of school, 34.8% missed 10-20% of school, 39.2% missed more than 20% of school. 43% of absences were due to illness, with Unexcused and Family Concerns ranging from 11-20%. Number of enrolled children who are up to date on immunizations is at 92%. This is higher than the Multnomah County data of 81%.
Increased individualized instruction and support	<p>Improved outcomes for students with learning differences or behavior that is perceived as challenging by adults in the school and home setting.</p> <p>All students who attend at least 80% of the time and are eligible for Early Childhood Special Education services or receiving Mental Health consultation will show growth at all assessment points in the Social Emotional Domain.</p>	<p>Successes:</p> <ul style="list-style-type: none"> At least 75% of students with an IFSP or IPR are achieving Beginning Earlier, Beginning Middle or Beginning Later for all domains by Spring. Data systems were created to better monitor outcomes for children who are on an IFSP and/or receiving mental health consultation at home or school. ILP meetings supported teacher’s to be able to collaborate with each other with specific data for individualized instruction and support. <p>Challenges:</p> <ul style="list-style-type: none"> Students with an IFSP or IPR continue to struggle to grow at the same rate as other students regardless of attendance. About 5% of IFSP or IPR students achieve the Integrating Earlier benchmark by Spring. Data systems need continued improvement to streamline data analysis between students who fall under multiple demographic categories.



Five-Year Goals — Year Five 2022–2023 Progress

Program Goal 2:

PPS Head Start will have strong communication systems throughout our organization.

Objectives	Expected 5-year Impact	Year 5 2022-23 Progress, Outcomes, and Challenges
Program information will be shared regularly with families, staff and community partners.	All program communication systems will have a current written procedures and will be utilized and maintained regularly.	<ul style="list-style-type: none"> • Health Services Advisory Committee (HSAC) now combined with Albina Head Start and Mt. Hood Community College Head Start; a great opportunity for community partners to hear information about all Multnomah Co. programs and provide input/feedback. • Monthly parent bulletin for families to share information and resources; link shared in Staff Bulletin as well. • Good communication between building Principals and Head Start staff.
Updated technology systems and training will be provided program-wide.	100% of staff will be trained regularly on devices and software relevant to their work.	<ul style="list-style-type: none"> • Links on Head Start website are very useful and user-friendly. • PPS wireless printing abilities across sites • Fiscal organization success • Health team has created/updated scripts around data entry; shared with PreK to align systems (Food/Milk substitutions, hearing, well child, vision, etc.)

Five-Year Goals — Year Five 2022–2023 Progress

Program Goal 3:

PPS Head Start will ensure that the diversity of every child, family and staff member is valued and reflected in all program actions and decisions.

Objectives	Expected 5-year Impact	Year 5 2022-23 Progress, Outcomes, and Challenges
Increase pathways and opportunities for parents to become employed with PPS Head Start.	Increase parent employment with PPS Head Start by 30%.	<ul style="list-style-type: none"> Teacher organized a PRAXIS study support group. Human Resources is able to pay the fee for PRAXIS for on-boarding employees (\$85; only if they pass). PIR - 19% of Head Start employees are current or former parents.
Provide meaningful and relevant professional development for all PPS Head Start staff.	100% of staff will receive regular professional development related to their PPS Head Start responsibilities.	<ul style="list-style-type: none"> Full-time staff employed entire school year: 100% earned 15 or more Professional Development Units (PDUs). Half-time staff employed entire school year: 56% earned 15 or more PDUs (18/32)
Ensure that all children and families are receiving support to be healthy and ready to learn.	100% of families will receive information and follow up regarding healthcare and needed resources.	<ul style="list-style-type: none"> 86% of enrolled children received preventative dental care during the 2022-23 school year. Majority of children had stable health insurance—95% at the beginning of the 2022-23 school year, and 99% at the end of the 2022-23 school year. 98% of enrolled children received a hearing and vision screening, 79 children received glasses during the school year. Medical and dental home numbers rise by the end of the year (we see growth in this area of support and data collection). <ul style="list-style-type: none"> Medical Homes: 87% of children had an identified medical home at the beginning of the 2022-23 school year, and 96% did at the end of the year. Dental Homes: 66% of children had an identified dental home at the beginning of the 2022-23 school year, and 87% did at the end of the year.



Community Partners

Portland Public Schools Head Start is actively involved in community planning to encourage strong communication, cooperation, and the sharing of information among agencies and their community partners. We work diligently to improve the delivery of community services to children and families.

Partnerships are established within our school district between programs such as curriculum and instruction, student services, early childhood education, transportation, nutrition services, special education, English as a Second Language, technology services. City-wide partnerships are numerous and include health, social service and early childhood education organizations, colleges and universities, ESDs, and more.



Many thanks to our numerous community partners, including—but not limited to—the following:

A Children’s Place Bookstore
 Albina Early Head Start Family Center
 Black Parent Initiative
 Bradley Angle House
 Bravo Youth Orchestra
 CASA For Children
 Casey Eye/OHSU/Elks Preschool Vision Program
 Catholic Charities
 Childcare Resource & Referral
 Children’s Book Bank
 Children’s Community Clinic
 Community Immunization Clinic
 Community Warehouse
 Dental 3
 DHS
 Dougy Center
 El Programa Hispano Católico
 Francis Center
 Helensview School

Home Forward
 Human Solutions
 Impact NW
 Impact NW Child & Family Services
 IRCO (Immigrant and Refugee Community Organization)
 JOIN
 La Clinica de Buena Salud
 Lutheran Family Services
 Mainspring
 MESD
 Metropolitan Family Services
 MHCC Head Start
 Morrison Child & Family Services
 Mt. Scott Community Center
 Mult. County Health Clinics
 Mult. County Library Outreach
 Mult. County Women & Children’s Recovery Center
 NARA Indian Health Clinic
 NARA Wellness And Youth Center
 New Columbia Apartments
 New Hope Baptist Church
 North By NW Community Health Center
 NW Primary Care Sellwood Moreland Health Center
 OHSU CDRC/Case Manager
 OHSU Doernbecher Children’s Hospital
 OHSU Richmond Family Health Center
 OHSU Russell Street Dental Clinic
 Operation Nightwatch/SE Hospitality Center

Oregon Outreach
 Oregon Pediatrics
 PCC Metropolitan Workforce Training Center
 Pioneer United Methodist Church
 PIVOT Job Corps Center
 Planned Parenthood NE Health Center
 Planned Parenthood SE Health Center
 Portland Children’s Levy
 Portland Homeless Family Solutions
 Portland Housing Center
 Portland Work Source Metro
 Portland Work Source SE
 Providence Medical Group
 Providence Swindells Resource Center
 Reach Community Development
 Rose Community Development
 Rosewood Family Health
 Russian Oregon Social Services
 Salvation Army Family Services
 Self-Enhancement, Inc.
 Shriners Hospital Social Work
 Southeast Uplift
 The ARC of Mult. County
 Transition Project Walnut Park Shelter
 University Park Dental
 Urban League Youth Family Services
 VOA Youth & Family Services
 YMCA Northeast Community Center
 YMCA Southeast Child Development Center





PORTLAND PUBLIC SCHOOLS

Head Start

Main Office

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PPS Head Start Management Team

Dana Stiles

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Education Supervisor

Martha Molina-Velasco, EdD

Education Supervisor

Mary Pearson

Education Supervisor

Jason Roepel

Education Supervisor

Daniella DeYoung

Inclusion Manager

Rhiannon Martin

Family Services Manager

Paula Zaninovich

Mental Health Manager

Keely Moon, RN

Nurse Consultant

Nikki Zanotti

Health Coordinator

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Kelly Center • 503-916-5759

Sitton • 503-916-3043

Whitman • 503-916-3010

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PORTLAND PUBLIC SCHOOLS

HEAD START

4800 NE 74th Ave/ Portland, OR 97218

Telephone: (503) 916-5724

STAFF REPORT

Date: 2/20/2024

To: PPS School Board

From: Emily Glasgow, Senior Director of PK-5 Core Academics
Dana Stiles, Principal/Director of Head Start

Subject: Head Start Action and Informational Items

BACKGROUND

- A. Federal requirements call for the Governing Board of Head Starts to approve recommendations and reports for the program.**
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for PPS Head Start.**

1. Updated PPS Head Start Policy & Procedures

1.A. Mealtime Policy – PPS Head Start has revised the Mealtime Policy & Procedures to align the Head Start Performance Standard §1302.44 – Child nutrition. Revised procedures include updated rationale and procedural instructions to promote Family Style meals and appropriate meal counts for accurate fiscal and Nutrition reporting. PPS Head Start Parent Policy Council approved these revised procedures on December 12, 2024. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

1.B. Sick Policy – PPS Head Start has revised the Sick Policy & Procedures to align the Head Start Program Performance § 1302.47(b)(7)(iii) – Safety Practices with Oregon Department of Education, Oregon Early Learning Division, and Multnomah County Public Health Department illness exclusion guidance. Revised procedures include updated rationale and procedural instructions promote a healthy environment for children and follow state and local communicable disease exclusion guidelines. PPS Head Start Parent Policy Council approved these revised procedures on December 12, 2024. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

1.C. Student Attendance Policy – PPS Head Start has revised the Student Attendance Policy to align the Head Start Performance Standard § 1302.16 Attendance. Revised procedures include supporting all families in maintaining consistent attendance in the Head Start program. Consistent attendance is defined as present or participating for at least 85% of scheduled classroom days. Head Start staff help families in identifying barriers to consistent attendance, and initiate support as appropriate. PPS Head Start Parent Policy Council approved these revised procedures on December 12, 2024. Board

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PPS Head Start is required to submit a Site and Service Workbook annually as part of its Department of Early Learning and Care (DELIC), Oregon Prenatal – Kindergarten (OPK) state grant. This data assists the DELIC with report submission and facilitates any grant management systems claims PPS Head Start may have. PPS Head Start Parent Policy Council approved the Site and Service Workbook on October 21, 2023. Board approval is required. A Board Letter of Approval and Resolution are requested.

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The Head Start Program Performance Standards provide requirements and procedures for the Annual Report. The Annual Report includes yearlong information regarding Head Start program data. It is used as a community resource and contains information from the Program Information Report (PIR). Program budget information is also shared in the annual report. PPS Head Start Parent Policy Council will review the Program Annual Report at the next meeting on February 13, 2024. A Board Letter of Approval and Resolution are requested.

4. 2023 – 2024 PPS Head Start Program Self-Assessment Timeline

The [annual Self-Assessment](#) is a central tenet of continuous quality improvement for Head Start programs. The goal of the Self-Assessment is to meet Head Start Program Performance Standards and move toward program excellence in serving children and families. The process provides programs the means to regularly assess their own management systems and program operations in order to continually strengthen the program and the services and supports delivered to children and families. PPS Head Start Parent Policy Council will review the Program Annual Report at the next meeting on February 13, 2024. A Board Letter of Approval and Resolution are requested.

RELATED POLICIES/BEST PRACTICES

Items listed above are required to be reviewed, updated, and/or approved by the Parent Policy Council and Governing Board.

ANALYSIS OF SITUATION

All items listed above support the high quality, comprehensive wraparound services provided to the children and families attending PPS Head Start.

FISCAL IMPACT

The items included in this packet do not have any significant direct impacts on program or district funding. Some items are required as part of grant agreements (federal, state, and city) in order to maintain current funding.

COMMUNITY ENGAGEMENT

PPS Head Start Parent Policy Council reviewed, provided input, and approved these actions/items on October 21, 2023, November 14, 2023, December 12, 2023, and January 9, 2024 as noted above and as reflected in the attached meeting minutes.

TIMELINE FOR IMPLEMENTATION / EVALUATION

The timeline for implementation will be the 2023 – 2024 school year.

BOARD OPTIONS WITH ANALYSIS

Board approval needed.

CONNECTION TO BOARD GOALS

The goal of PPS Head Start is to prepare the city's diverse and resilient young children for successful transitions to kindergarten and beyond by leveraging each child's strengths, building their social competence, and developing school readiness skills.

In June 2022, the PPS School Board established a new set of goals. "It remains the core mission and responsibility of our school system to ensure that every student has opportunities to thrive and experience success. Unfortunately, too many students have been historically underserved, and there has not been evidence of racial equity in PPS as revealed by persistent gaps in student outcomes along the lines of race. We are dedicated to the continuous improvements necessary to drive the system shifts that will better support our students, educators, and leaders and result in improved student performance." The Board adopted the following four priorities for the 2022-2027 time period to move the school district toward the above aspirations:

- Improve Third Grade Reading achievement
- Improve Fifth Grade Mathematics achievement
- Improve Eighth Grade Readiness
- Improve High School Graduation rates

The above items support the district's and School Board's vision and priorities.

STAFF RECOMMENDATION

Develop Board resolutions and obtain signatures of approval of the Board Chair of the attached documents.

ATTACHMENTS

- A. Resolution approving the Head Start Policy Council Recommendation – Annual Report
- B. 2021-2022 Program Annual Report

- C. Resolution approving the Head Start Policy Council Recommendation – Field Trip Policy
- D. Field Trip Policy

- E. Resolution approving the Head Start Policy Council Recommendation – Self-Assessment Timeline
- F. 2022-2023 Self-Assessment Timeline

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- H. Student Attendance Policy

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- J. Sick Child Policy

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- L. Mealtime Policy

- M. Resolution approving the Head Start Policy Council Recommendation – Site and Service Workbook
- N. 2022-2023 OPK Site and Service Workbook

RESOLUTION No. 6849

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 revised Student Attendance Policy to align the Head Start Performance Standard § 1302.16 Attendance. Revised procedures include supporting all families in maintaining consistent attendance in the Head Start program. Consistent attendance is defined as present or participating for at least 85% of scheduled classroom days. Head Start staff help families in identifying barriers to consistent attendance, and initiate support as appropriate.

RESOLUTION

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.



Student Attendance Policy and Procedures

Performance Standard

§ 1302.16 Attendance.

- (a) Promoting regular attendance. A program must track attendance for each child.
- (1) A program must implement a process to ensure children are safe when they do not arrive at school. If a child is unexpectedly absent and a parent has not contacted the program within one hour of program start time, the program must attempt to contact the parent to ensure the child's well-being.
 - (2) A program must implement strategies to promote attendance. At a minimum, a program must:
 - (i) Provide information about the benefits of regular attendance;
 - (ii) Support families to promote the child's regular attendance;
 - (iii) Conduct a home visit or make other direct contact with a child's parents if a child has multiple unexplained absences (such as two consecutive unexplained absences); and,
 - (iv) Within the first 60 days of program operation, and on an ongoing basis thereafter, use individual child attendance data to identify children with patterns of absence that put them at risk of missing ten percent of program days per year and develop appropriate strategies to improve individual attendance among identified children, such as direct contact with parents or intensive case management, as necessary.
 - (3) If a child ceases to attend, the program must make appropriate efforts to re-engage the family to resume attendance, including as described in paragraph (a)(2) of this section. If the child's attendance does not resume, then the program must consider that slot vacant. This action is not considered expulsion as described in §1302.17.
- (b) Managing systematic program attendance issues. If a program's monthly average daily attendance rate falls below 85 percent, the program must analyze the causes of absenteeism to identify any systematic issues that contribute to the program's absentee rate. The program must use this data to make necessary changes in a timely manner as part of ongoing oversight and correction as described in §1302.102(b) and inform its continuous improvement efforts as described in §1302.102(c).
- (c) Supporting attendance of homeless children.
- (1) If a program determines a child is eligible under §1302.12(c)(1)(iii), it must allow the child to attend for up to 90 days or as long as allowed under state licensing requirements, without immunization and other records, to give the family reasonable time to present these documents. A program must work with families to get children immunized as soon as possible in order to comply with state licensing requirements.
 - (2) If a child experiencing homelessness is unable to attend classes regularly because the family does not have transportation to and from the program facility, the program must utilize community resources, where possible, to provide transportation for the child.

Policy

All families are encouraged to maintain consistent attendance in the Head Start program. Consistent attendance is defined as present or participating for at least 85% of scheduled classroom days. Head Start staff help families in identifying barriers to consistent attendance. Staff initiate support as appropriate. If participation or attendance ceases, staff make efforts to re-engage families to resume attendance. A slot is vacant when attendance does not resume, and may be considered an enrollment opportunity.

Procedure

1. Parents/caregivers will be provided information about the benefits of regular attendance at the Family Services home visits and given specific child attendance at Education visits/ILP conferences using ChildPlus report 2131 (web-based version of CP).
2. Daily, the teacher, or EA will complete classroom attendance in ChildPlus. Attendance will be completed by 9:30 am. Children who are marked with “**Unexpected Absence**” in ChildPlus will result in a phone call to the child’s listed primary phone number by the auto-dialer system.
 - o The normal classroom operation times are automatically populated in ChildPlus. If a child comes to school late, or leaves early, the teacher or EA must adjust attendance in CP accordingly. See [Mealtime Policy](#)
3. FSW will monitor attendance daily using ChildPlus attendance data. If a child is absent for three (3) consecutive days, *and* there has been no contact from the family (Unexpected Absence), Family Service staff will call the parents/caregivers to determine the reason for absences and provide support as needed. When FSW determines the reason for absence they will update ChildPlus and make notes as attendance follow up, as appropriate.
4. The FSW will pull CP report 2305, at least monthly, to determine when the average daily attendance rate for an individual child falls below 85% and work with the family to develop an [Attendance Success Plan](#). (See Attendance Concerns/Follow up section for details.)
5. Program attendance clerk will review attendance records daily utilizing CP report 2303 to monitor completion. Teaching staff not completing attendance will be notified via email.
 - o If a teacher fails to complete attendance for two (2) consecutive days, the attendance clerk will notify the appropriate Education Supervisor.
 - o Education Supervisors will follow-up with teachers to ensure compliance with attendance procedures.
 - o If any classroom has three (3) or more students out due to illness (“SCK”), email should be sent to the Building Administrator/Education Supervisor for follow up. The Education Supervisor will follow the [Communicable Disease procedure](#) to determine next steps.
6. The attendance clerk will prepare a monthly report (CP 2335, Performance Panel-Absence reasons) for all classrooms on the 2nd working day of the month. This report will be shared monthly with Education Supervisors, Program Nurse, Family Service Manager, FSW, and teachers to support monitoring of trends. Content Area managers will discuss trends during the Content Area monthly meeting and communicate back to staff through the Bulletin (teachers and FSW) to address concerns, share information, and solicit suggestions. If needed, managers will communicate directly with site teams for specific situations or trends to discuss support to improve attendance. Some strategies that the program may implement include:
 - o Multiple education opportunities for parents/caregivers related to importance of attendance
 - o Attendance incentives for specific situations
 - o Using visuals (family-friendly reports, Attendance Tree, etc.) to share child-specific attendance information
7. Monthly attendance data will be presented to the Parent Policy Council to gather input and ideas to support families.
8. In the event of a communicable disease, the program will coordinate with the Multnomah Education Service District and follow any needed procedures.

Attendance Concerns/Follow-up

We recognize that there will be instances where families are houseless, or are experiencing unavoidable situations and special arrangements will be made whenever possible. The attendance patterns of children with less than 85% attendance will be analyzed to determine the best possible

solution. Once a child falls below 85% attendance support will be documented in the Attendance Support Plan tab *at least* monthly by FSW.

1. Within 60 days of the program start date and every month thereafter, CP report 2336 will be used to identify children with patterns of absence that place them at risk of missing 15% or more of program days. FSM will pull this report and review it with FSW staff individually.
2. Appropriate strategies will be used to improve attendance among identified children (direct contact, intensive case management). FSW will submit Internal Program Referral to FSM, Program Nurse, Program Dietitian, Mental Health Manager and/or Inclusion Manager (as needed) to begin creating a plan. Monthly documentation will be entered for all follow up in the Family Services-Attendance Support Plan tab in ChildPlus. As a part of this process, FSW staff will develop a [Family Attendance Success Plan](#), to be revisited until attendance improves, and uploaded into ChildPlus.
 - a. If a student is absent **related to illness** more than 50% over the course of a month, an IPR should be submitted to the Head Start Program Nurse. Additionally, if there are any medical related barriers to attending school, an IPR to Program Nurse should be submitted.
 - b. If a student is absent **related to nutrition**, an IPR should be submitted to the Head Start Program Dietitian. Program Dietitian will consult with Program Nurse on any illness-related IPRs that have significant nutrition implications.
 - c. If a student is absent due to **complex family dynamics or concerns**, an IPR should be submitted to the Mental Health Manager to discuss strategies.
 - d. If FSW or teachers notice a **trend related to attendance other than those listed above**, an IPR should be submitted to the Family Service Manager to determine next steps.
3. If **contact cannot be made** with the family after three (3) days, FSW will complete an Internal Program Referral to the FSM. FSM will communicate with FSW and teacher to develop next steps (ie. Attendance Support Plan, home wellness visit, Attendance Letter sent, bus tickets, etc). If contact is made, FSW may consult with FSM to discuss benefits of sending an Attendance Letter to reinforce communication.
4. If attendance problems persist or no response is received from the family after five (5) additional days, [Attendance Letter 2](#) may be sent informing parent/caregiver of the possible drop date. If no response is received and attendance problems persist, the FSW should submit an IPR to FSM to determine next steps with the Education Supervisor and teacher.
5. A [Termination Letter](#) dropping the child from the program may be sent when all interventions have failed and attendance remains a chronic problem with FSM and Education Supervisor approval.

Extended Absence

1. Children may not miss more than eight (8) consecutive scheduled school days due to family vacations or family emergencies—such as a death in the family—that causes the family to leave town. Special circumstances requiring absences longer than eight days will be reviewed by the FSM and Education Supervisor. *(In an effort to support home culture, consistency of services, and family needs, families who must travel on an extended basis may remain enrolled in the program and attendance will be marked as “Not Scheduled” during their absence. Absences that exceed eight school days require a communication plan with the family during their absence, and approval by the FSM and Education Supervisor.)*
2. Parents/caregivers must be immediately informed of this policy by either the child’s teacher or FSW when the family’s plans are known. Teachers and FSWs will inform one another and will document the conversation held with the parents/caregivers in the ChildPlus attendance module.

3. If the child does not return to school on the expected day, the FSW will attempt to contact the family that day. Teacher will be informed, and a Termination Letter will be sent, if the child does not attend the following day.
4. Parents/caregivers will need to apply for re-enrollment and wait for the next classroom opening. The child will return to the same teacher whenever possible.

Special Situations

When problems arise that do not fit within the above procedures, the teacher or FSW should contact the Family Service Manager for assistance.

Attendance Reports

- CP Report 2131–Participant Summary
Used to share information with parents/caregivers about the child’s attendance, health requirements, education and family service home visits, etc.
- CP Report 2330–Consecutive Absences
Used to compile a list of children in each classroom who has had three (3) consecutive absences. FSW can use the report to determine who needs a phone call home.
- CP Report 2335–Attendance Works Chronic Absence Charts
Used to show attendance demographics, percentages and/or by count.
- CP Report 2336–Attendance Works Chronic Absence Report
Used to pull a list of children who fall into the three attendance categories—can show demographic information as well—shown as a grid.
- CP Report 2305–Monthly Attendance
Used to show detailed average daily attendance by classroom, can see child’s attendance percentages individually.



PORTLAND PUBLIC SCHOOLS

HEAD START

4800 NE 74th Ave/ Portland, OR 97218

Telephone: (503) 916-5724

STAFF REPORT

Date: 2/20/2024

To: PPS School Board

From: Emily Glasgow, Senior Director of PK-5 Core Academics
Dana Stiles, Principal/Director of Head Start

Subject: Head Start Action and Informational Items

BACKGROUND

- A. Federal requirements call for the Governing Board of Head Starts to approve recommendations and reports for the program.**
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for PPS Head Start.**

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1.A. Mealtime Policy – PPS Head Start has revised the Mealtime Policy & Procedures to align the Head Start Performance Standard §1302.44 – Child nutrition. Revised procedures include updated rationale and procedural instructions to promote Family Style meals and appropriate meal counts for accurate fiscal and Nutrition reporting. PPS Head Start Parent Policy Council approved these revised procedures on December 12, 2024. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

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RESOLUTION No. 6850

Approval of Head Start Policy Council Recommendation

RECITALS

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RESOLUTION

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.



Sick Child

Performance Standard

§ 1302.47(b)(7)(iii) Safety Practices

(b) A program must develop and implement a system of management, including ongoing training, oversight, correction and continuous improvement in accordance with §1302.102, that includes policies and practices to ensure all facilities, equipment and materials, background checks, safety training, safety and hygiene practices and administrative safety procedures are adequate to ensure child safety. This system must ensure:

(7) Administrative safety procedures. Programs establish, follow, and practice, as appropriate, procedures for, at a minimum:

(iii) Protection from contagious disease, including appropriate inclusion and exclusion policies for when a child is ill, and from an infectious disease outbreak, including appropriate notifications of any reportable illness;

Policy

PPS Head Start promotes a healthy environment for children by responding to symptoms of illness and following state and local communicable disease exclusion guidelines.

Rationale

Exclusion: Exclusion is needed for some infectious diseases to control contamination and spread.

Communicable disease prevention is important to support the health of the school community.

Attendance data will allow stakeholders to identify any clusters of illness or student and family support needed.

Inclusion: Although young children often become ill, excluding children from early care and education programs can be stressful for families, and many exclusion decisions made by staff are not warranted.

Most infections in young children are mild and are spread by children who do not have symptoms.

Excluding children with mild illnesses is unlikely to reduce the spread of most infections in early care and education settings. The most important reason for exclusion is if the child can't take part in activities and the staff can't care for the child. (source: [Caring for Our Children Standards](#))

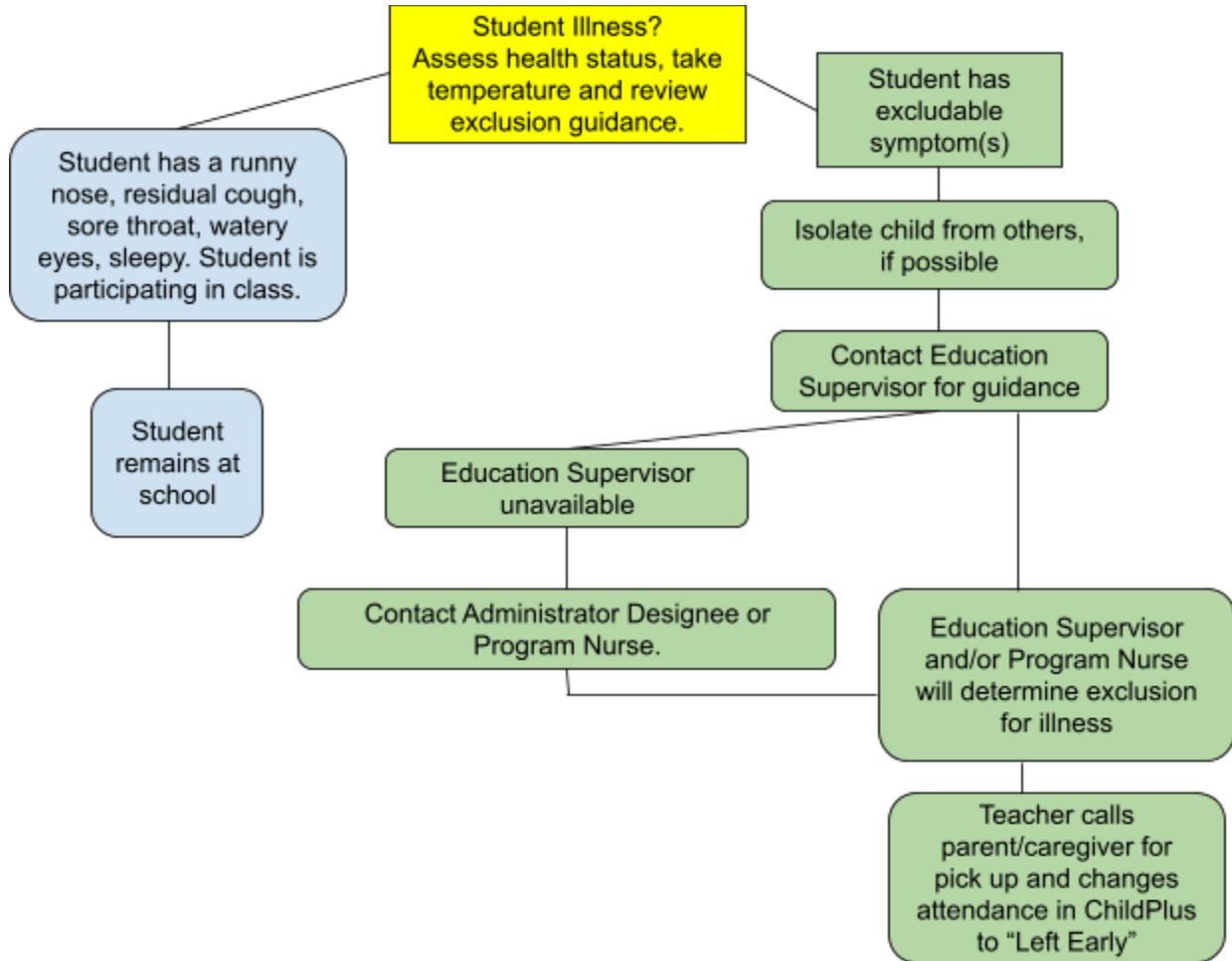
Procedure

Caring for a Sick Child

1. Staff meet children and parents as they enter the classroom and use this opportunity to check on health and other issues. Staff will utilize the Oregon Department of Education, Oregon Early Learning Division, and Multnomah County Public Health Department illness exclusion guidance to determine if a student should remain at school.
2. If the student is displaying symptoms of illness during the school day, isolate the child from the other children in a way that is nurturing to the child and as much as classroom/office space

allows. When needed, provide the child with a resting mat or napping cot to lay on while they are waiting. Be sure to sanitize the rest mat or napping cot after use.

3. **Before** sending a student home:



4. Parents/caregivers are to pick up children from the classroom for any excludable condition outlined within the Oregon Department of Education exclusion guidance.
5. Students with a reportable diagnosed communicable disease (see list below) will be excluded from school. An MESD Student Communicable Information Form (SCIF) will be completed. Head Start Program Nurse will work with MESD and Multnomah County for further guidance.
 - a. Varicella (chicken pox), Pertussis (whooping cough), Measles, hMPXV (mpox), Meningitis
6. Head lice is not a school-restrictable disease according to Oregon Law. Head lice in the school setting should not disrupt the education process.

Reference: CFOC [3.6.1.1](#)/ [3.6.1.4](#)



PORTLAND PUBLIC SCHOOLS

HEAD START

4800 NE 74th Ave/ Portland, OR 97218

Telephone: (503) 916-5724

STAFF REPORT

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Dana Stiles, Principal/Director of Head Start

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4. 2023 – 2024 PPS Head Start Program Self-Assessment Timeline

The [annual Self-Assessment](#) is a central tenet of continuous quality improvement for Head Start programs. The goal of the Self-Assessment is to meet Head Start Program Performance Standards and move toward program excellence in serving children and families. The process provides programs the means to regularly assess their own management systems and program operations in order to continually strengthen the program and the services and supports delivered to children and families. PPS Head Start Parent Policy Council will review the Program Annual Report at the next meeting on February 13, 2024. A Board Letter of Approval and Resolution are requested.

RELATED POLICIES/BEST PRACTICES

Items listed above are required to be reviewed, updated, and/or approved by the Parent Policy Council and Governing Board.

ANALYSIS OF SITUATION

All items listed above support the high quality, comprehensive wraparound services provided to the children and families attending PPS Head Start.

FISCAL IMPACT

The items included in this packet do not have any significant direct impacts on program or district funding. Some items are required as part of grant agreements (federal, state, and city) in order to maintain current funding.

COMMUNITY ENGAGEMENT

PPS Head Start Parent Policy Council reviewed, provided input, and approved these actions/items on October 21, 2023, November 14, 2023, December 12, 2023, and January 9, 2024 as noted above and as reflected in the attached meeting minutes.

TIMELINE FOR IMPLEMENTATION / EVALUATION

The timeline for implementation will be the 2023 – 2024 school year.

BOARD OPTIONS WITH ANALYSIS

Board approval needed.

CONNECTION TO BOARD GOALS

The goal of PPS Head Start is to prepare the city's diverse and resilient young children for successful transitions to kindergarten and beyond by leveraging each child's strengths, building their social competence, and developing school readiness skills.

In June 2022, the PPS School Board established a new set of goals. "It remains the core mission and responsibility of our school system to ensure that every student has opportunities to thrive and experience success. Unfortunately, too many students have been historically underserved, and there has not been evidence of racial equity in PPS as revealed by persistent gaps in student outcomes along the lines of race. We are dedicated to the continuous improvements necessary to drive the system shifts that will better support our students, educators, and leaders and result in improved student performance." The Board adopted the following four priorities for the 2022-2027 time period to move the school district toward the above aspirations:

- Improve Third Grade Reading achievement
- Improve Fifth Grade Mathematics achievement
- Improve Eighth Grade Readiness
- Improve High School Graduation rates

The above items support the district's and School Board's vision and priorities.

STAFF RECOMMENDATION

Develop Board resolutions and obtain signatures of approval of the Board Chair of the attached documents.

ATTACHMENTS

- A. Resolution approving the Head Start Policy Council Recommendation – Annual Report
- B. 2021-2022 Program Annual Report

- C. Resolution approving the Head Start Policy Council Recommendation – Field Trip Policy
- D. Field Trip Policy

- E. Resolution approving the Head Start Policy Council Recommendation – Self-Assessment Timeline
- F. 2022-2023 Self-Assessment Timeline

- G. Resolution approving the Head Start Policy Council Recommendation – Student Attendance Policy
- H. Student Attendance Policy

- I. Resolution approving the Head Start Policy Council Recommendation – Sick Child Policy
- J. Sick Child Policy

- K. Resolution approving the Head Start Policy Council Recommendation – Mealtime Policy
- L. Mealtime Policy

- M. Resolution approving the Head Start Policy Council Recommendation – Site and Service Workbook
- N. 2022-2023 OPK Site and Service Workbook

RESOLUTION No. 6851

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 revised Mealtime Policy & Procedures to align the Head Start Performance Standard §1302.44 – Child nutrition. Revised procedures include updated rationale and procedural instructions to promote Family Style meals and appropriate meal counts for accurate fiscal and Nutrition reporting.

RESOLUTION

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.



Mealtime Monitoring Policy

Performance Standard

§1302.44 Child nutrition.

(a) Nutrition service requirements.

- (1) A program must design and implement nutrition services that are culturally and developmentally appropriate, meet the nutritional needs of and accommodate the feeding requirements of each child, including children with special dietary needs and children with disabilities. Family style meal service is required as recommended in §1302.31 (e)(2).
- (2) Specifically, a program must:
 - (i) Ensure each child in a program that operates for fewer than six hours per day receives meals and snacks that provide one third to one half of the child's daily nutritional needs;
 - (ii) Ensure each child in a program that operates for six hours or more per day receives meals and snacks that provide one half to two thirds of the child's daily nutritional needs, depending upon the length of the program day;
 - (iii) Serve three- to five-year-olds meals and snacks that conform to USDA requirements in 7 CFR parts 210, 220, and 226, and are high in nutrients and low in fat, sugar, and salt;
 - (iv) Serve all children in morning center-based settings who have not received breakfast upon arrival at the program a nourishing breakfast;
 - (v) Make safe drinking water available to children during the program day.

(b) Payment sources. A program must use funds from USDA Food, Nutrition, and Consumer Services child nutrition programs as the primary source of payment for meal services. Early Head Start and Head Start funds may be used to cover those allowable costs not covered by the USDA.

Policy and Procedure

Attendance Monitoring-see [Student Attendance Policy and Procedure](#)

Family Style Meal Service Procedure

Responsible staff: Classroom staff (Teachers, Education Assistants), PPS Nutrition Services, Dietitian

1. Classrooms are required to implement family style dining service during all meals and snacks.
2. Meals will be provided to the classrooms in bulk. Teaching staff will separate items into serving dishes and communal bowls to be served family style.
3. Teaching staff will include children in all phases of family style dining (preparation, eating together, clean-up) in accordance with the [mealtime checklist](#).
4. All meal components will be placed on the table at the same time. Children will decide what and how much they want to eat. Teaching staff will encourage, but not force or bribe, children to try all foods.

5. One teaching staff member will briefly excuse themselves during each meal to record meal counts in ChildPlus (see Daily Meal Count Procedure section below).
6. The dietitian will visit classrooms to observe meal times and will provide consultation to teachers, as needed or requested. Dietitian will observe execution of family style dining using the [mealtime checklist](#).

Daily Meal Count Procedure

Responsible staff: Classroom staff

1. The Classroom staff will document all meals (breakfast, lunch, and snack) for children daily in ChildPlus. Documentation in CP must be completed by a staff member at some point during the meal time (point of service).
2. Meals need to be accurately counted in ChildPlus, ie. updating children who are tardy or leave early.
 - If a child arrives late, breakfast *must still be offered*. See Performance Standard above.
3. See [Claiming Meals Script](#) for further instructions.

Monthly Meal Count Procedure

Responsible staff: Attendance clerk, PPS Nutrition Services

4. ChildPlus Reimbursement Summary Report #2371 will be run on the 1st working day of each month by the attendance clerk. Status parameters are: Enrolled, Terminated, Term/Wait and Completed. Beginning and ending date reflect the monthly attendance period.
5. The attendance clerk double checks the attendance report and accounting of reimbursable meals to ensure accuracy. Meals need to be accurately counted in ChildPlus (see [Claiming Meals Script](#)).
6. Meal Count report #2371 will be emailed by the attendance clerk to PPS Nutrition Services on the 1st working day of each month.

Medical Food Substitutions (Used for Food Intolerances, Severe Allergies, and Other Medical Considerations):

See [Food Substitution Policy and Procedure](#)

Responsible staff: Kitchen Leads, Classroom Staff, FSW, Registered Dietitian, Health Coordinator, Program Nurse

1. FSW will support families in completing a [PPS Medical Food Substitution form](#) when severe food allergies (e.g., EpiPen required) or other complex medical situations are indicated during enrollment, or when concerns arise during the school year. The caregiver(s) will be directed to have the form completed by a recognized health professional and returned to the program.
 - a. Program Nurse will be notified immediately if an allergy is life-threatening, or if medication will be needed at school.
2. The Health Coordinator and Dietitian will review the form for accuracy, upload data into ChildPlus and communicate changes to PPS Nutrition Services and the appropriate teaching staff.
3. PPS Head Start/Early Learners adheres to a strict No Food From Home policy. Food from home will only be considered in medically complex situations and requires an interdisciplinary team approach (i.e., family, medical provider, dietitian, others as needed).

4. The Dietitian will provide each classroom with an updated food substitution report (CP 3065) at the beginning of each month. Dietitian will also email master spreadsheet copy to PPS Nutrition Services for communication to their kitchen staff.
 - a. Teachers will post the CP 3065 report in the classroom food preparation area in a confidential manner so staff can view. Teachers will double check to ensure correct meals are provided for each child.

Meal Preference Request Form (Used for Milk Sub Requests & Religious/Cultural Preferences):

Responsible staff: Kitchen Leads, Classroom Staff, FSW, Registered Dietitian, Health Coordinator

1. Family Service staff will give parents a Meal Preference Request form to complete when food requests for non medical reasons are indicated during enrollment (or when concerns arise during the school year).
2. The signed and dated Meal Preference Request Form will be scanned to the Dietitian and Health Coordinator. The Dietitian and Health Coordinator will review the form and determine if further follow up may be needed. When complete, the Health Coordinator will enter the data into ChildPlus and attach the form to the child's health module record in ChildPlus. All approved food and milk substitutions will be reflected on the CP 3065 report and the food substitution spreadsheet (see above reporting and updating procedure).
3. All Substitution Request forms will be kept in the child's electronic file in ChildPlus.
 - a. When needed for auditing purposes, Health Coordinator and RD can provide documentation of food substitution forms and/or reports to appropriate staff.
4. Teachers will double check to ensure soy milk procedures are followed and containers are dated when opened. Water is readily available at all times in the classroom.



PORTLAND PUBLIC SCHOOLS

HEAD START

4800 NE 74th Ave/ Portland, OR 97218

Telephone: (503) 916-5724

STAFF REPORT

Date: 2/20/2024

To: PPS School Board

From: Emily Glasgow, Senior Director of PK-5 Core Academics
Dana Stiles, Principal/Director of Head Start

Subject: Head Start Action and Informational Items

BACKGROUND

- A. Federal requirements call for the Governing Board of Head Starts to approve recommendations and reports for the program.**
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for PPS Head Start.**

1. Updated PPS Head Start Policy & Procedures

1.A. Mealtime Policy – PPS Head Start has revised the Mealtime Policy & Procedures to align the Head Start Performance Standard §1302.44 – Child nutrition. Revised procedures include updated rationale and procedural instructions to promote Family Style meals and appropriate meal counts for accurate fiscal and Nutrition reporting. PPS Head Start Parent Policy Council approved these revised procedures on December 12, 2024. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

1.B. Sick Policy – PPS Head Start has revised the Sick Policy & Procedures to align the Head Start Program Performance § 1302.47(b)(7)(iii) – Safety Practices with Oregon Department of Education, Oregon Early Learning Division, and Multnomah County Public Health Department illness exclusion guidance. Revised procedures include updated rationale and procedural instructions promote a healthy environment for children and follow state and local communicable disease exclusion guidelines. PPS Head Start Parent Policy Council approved these revised procedures on December 12, 2024. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

1.C. Student Attendance Policy – PPS Head Start has revised the Student Attendance Policy to align the Head Start Performance Standard § 1302.16 Attendance. Revised procedures include supporting all families in maintaining consistent attendance in the Head Start program. Consistent attendance is defined as present or participating for at least 85% of scheduled classroom days. Head Start staff help families in identifying barriers to consistent attendance, and initiate support as appropriate. PPS Head Start Parent Policy Council approved these revised procedures on December 12, 2024. Board

approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

1.D. Field Trip Policy – PPS Head Start has written a Field Trip Policy that aligns the Head Start Performance Standards § 1302.102(a)(4) – Achieving program goals, § 1302.47(b)(7)(iii) – Safety Practices, and § 1302.74(a) – Safety Procedures with district policy. Portland Public Schools Head Start follows the policies and protocol set by Portland Public Schools for all walking or day field trips. PPS Head Start Parent Policy Council approved these revised procedures on December 12, 2024. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

2. PPS Head Start 2023 – 2024 OPK Site & Service Workbook

PPS Head Start is required to submit a Site and Service Workbook annually as part of its Department of Early Learning and Care (DELIC), Oregon Prenatal – Kindergarten (OPK) state grant. This data assists the DELIC with report submission and facilitates any grant management systems claims PPS Head Start may have. PPS Head Start Parent Policy Council approved the Site and Service Workbook on October 21, 2023. Board approval is required. A Board Letter of Approval and Resolution are requested.

3. 2022 – 2023 PPS Head Start Program Annual Report

The Head Start Program Performance Standards provide requirements and procedures for the Annual Report. The Annual Report includes yearlong information regarding Head Start program data. It is used as a community resource and contains information from the Program Information Report (PIR). Program budget information is also shared in the annual report. PPS Head Start Parent Policy Council will review the Program Annual Report at the next meeting on February 13, 2024. A Board Letter of Approval and Resolution are requested.

4. 2023 – 2024 PPS Head Start Program Self-Assessment Timeline

The [annual Self-Assessment](#) is a central tenet of continuous quality improvement for Head Start programs. The goal of the Self-Assessment is to meet Head Start Program Performance Standards and move toward program excellence in serving children and families. The process provides programs the means to regularly assess their own management systems and program operations in order to continually strengthen the program and the services and supports delivered to children and families. PPS Head Start Parent Policy Council will review the Program Annual Report at the next meeting on February 13, 2024. A Board Letter of Approval and Resolution are requested.

RELATED POLICIES/BEST PRACTICES

Items listed above are required to be reviewed, updated, and/or approved by the Parent Policy Council and Governing Board.

ANALYSIS OF SITUATION

All items listed above support the high quality, comprehensive wraparound services provided to the children and families attending PPS Head Start.

FISCAL IMPACT

The items included in this packet do not have any significant direct impacts on program or district funding. Some items are required as part of grant agreements (federal, state, and city) in order to maintain current funding.

COMMUNITY ENGAGEMENT

PPS Head Start Parent Policy Council reviewed, provided input, and approved these actions/items on October 21, 2023, November 14, 2023, December 12, 2023, and January 9, 2024 as noted above and as reflected in the attached meeting minutes.

TIMELINE FOR IMPLEMENTATION / EVALUATION

The timeline for implementation will be the 2023 – 2024 school year.

BOARD OPTIONS WITH ANALYSIS

Board approval needed.

CONNECTION TO BOARD GOALS

The goal of PPS Head Start is to prepare the city's diverse and resilient young children for successful transitions to kindergarten and beyond by leveraging each child's strengths, building their social competence, and developing school readiness skills.

In June 2022, the PPS School Board established a new set of goals. "It remains the core mission and responsibility of our school system to ensure that every student has opportunities to thrive and experience success. Unfortunately, too many students have been historically underserved, and there has not been evidence of racial equity in PPS as revealed by persistent gaps in student outcomes along the lines of race. We are dedicated to the continuous improvements necessary to drive the system shifts that will better support our students, educators, and leaders and result in improved student performance." The Board adopted the following four priorities for the 2022-2027 time period to move the school district toward the above aspirations:

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STAFF RECOMMENDATION

Develop Board resolutions and obtain signatures of approval of the Board Chair of the attached documents.

ATTACHMENTS

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- L. Mealtime Policy

- M. Resolution approving the Head Start Policy Council Recommendation – Site and Service Workbook
- N. 2022-2023 OPK Site and Service Workbook

RESOLUTION No. 6852

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 revised Field Trip Policy that aligns the Head Start Performance Standards § 1302.102(a)(4) – Achieving program goals, § 1302.47(b)(7)(iii) – Safety Practices, and § 1302.74(a) – Safety Procedures with district policy. Portland Public Schools Head Start follows the policies and protocol set by Portland Public Schools for all walking or day field trips.

RESOLUTION

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.



Field Trips

Performance Standard

§ 1302.102(a)(4) Achieving program goals

(a) *Establishing program goals.* A program, in collaboration with the governing body and policy council, must establish goals and measurable objectives that include:

- (4) Effective health and safety practices to ensure children are safe at all times, per the requirements in §§1302.47, 1302.90(b) and (c), 1302.92(c)(1), and 1302.94 and 1303 subpart F, of this chapter.

§ 1302.47(b)(7)(iii) Safety Practices

(b) A program must develop and implement a system of management, including ongoing training, oversight, correction and continuous improvement in accordance with §1302.102, that includes policies and practices to ensure all facilities, equipment and materials, background checks, safety training, safety and hygiene practices and administrative safety procedures are adequate to ensure child safety.

§ 1302.74(a) Safety Procedures

(a) A program must ensure children who receive transportation services are taught safe riding practices, safety procedures for boarding and leaving the vehicle and for crossing the street to and from the vehicle at stops, recognition of the danger zones around the vehicle, and emergency evacuation procedures, including participating in an emergency evacuation drill conducted on the vehicle the child will be riding.

Policy

Portland Public Schools Head Start follows the policies and protocol set by Portland Public Schools for all walking or day field trips.

- [Administrative Directive 6.50.011-AD, Field Trips](#)
- [Board Policy 6.50.010-P, Field Trips, Foreign Travel and Other Off-Campus Activities](#)
- [Professional Conduct 5.10.064-P, Professional Conduct Between Adults and Students](#)
- [Field Trip Process Flow Chart](#)
- [Photo/ Video Best Practices](#)
- [Transportation of Students](#)
- [Volunteer Chaperones](#)
- [Administrative Directive 5.10.141-AD, Fingerprinting and Criminal History Verification Procedures](#)

Student and staff safety is the most important consideration when planning, conducting and supervising field trips. In order to promote safety, all volunteers are presumed to have the potential to have direct, unsupervised contact with students and MUST undergo criminal history verification every three years, which will be conducted by Portland Public Schools Security Services or an approved agency designated by Security Services. Individuals who have not had their criminal history verified by Security Services are not allowed to volunteer.

In accordance with PPS Administrative Directives, Risk Management may require a written safety plan and procedures for your field trip.

- Discussion of safety procedures: Prior to each field trip, the trip leader(s) must discuss safety procedures specific to the trip with students and accompanying adults.
- Permission and responsibility to terminate field trip: District staff leading the field trip have permission and responsibility to terminate any field trip in which proper safety measures are not in place. If, for any reason, a teacher experiences serious problems or difficulties on a field trip, these must be communicated immediately to the Education Supervisor or another building administrator.
- Approval for a field trip may be withdrawn on the basis of changing political conditions or other emergencies.
- Emergency contact information must be recorded at the school. Contact information must include the cellphone numbers of those persons, including all drivers, who will know the location of the group and how the group may be reached.
- Adult to Student Ratios: The minimum number of adults per student group for PreK/HeadStart schools: 1 adult for every 9 students.

Procedure

Standard Day Field Trips

Reference: [Portland Public Schools Field Trip Checklist – 6.50.011 – AD Field Trips](#)

A school-sponsored academic activity in which school personnel and students leave and return to the school grounds by walking, or commercial or private transportation during the same day. Examples of day field trips include, but are not limited to: educational resources such as museums, concerts, parks, temporarily available exhibits and displays, films, plays and city/ county/ state governmental enterprises.

It is expected that all field trips will be an outgrowth of a planned study and will be evaluated after they are completed. The philosophy of the program does not support excessively long trips for three/four year olds. Requests must be approved for curriculum and educational appropriateness.

This list is provided as a guide to assist teachers in planning a field trip that complies with district requirements and touches on common practices found to be helpful for providing a safe, “uneventful” experience.

- Identify the kind of trip (may cover several):
 - Walking
 - Day
- Check the Head Start Master Calendar for conflicts.
- For a Walking or Standard Day Field Trip, discuss the field trip idea with the Education Supervisor and receive tentative oral approval. Do not discuss the trip with students and parents/guardians until given this approval to continue with the formal process.

Walking or Standard Day Field Trips

Each Education Supervisor will determine whether prior parent notification is required by teachers before proceeding with a walking field trip.

- Confirm approval of all volunteer chaperones including favorable Criminal History verification. Contact clerical staff to check volunteer status through the Raptor system and communicate the approved volunteers with the teacher or Education Supervisor.
- Determine accommodations for students with disabilities.
- Complete the [FIELD TRIP APPROVAL REQUEST FORM](#). Turn it into the Education Supervisor. Approval needed a minimum of 5 days prior to the trip. Once approved, continue down this list.

- Distribute and collect district parent permission forms from students.
In accordance with the Field Trip Administrative Directive ([6.50.011-AD](#)), under the General Requirements, section 13: Prior written approval by a parent/guardian is required for student participation on all field trips. Parent/Guardian approval must be on District field trip forms. No other means of approval is acceptable. Please refer to Section III – Forms in this Administrative Directive.
Parent/ Guardian Permission for Student Travel Within the U.S. - Standard Day Field Trips
[English](#) | [Chinese](#) | [Russian](#) | [Spanish](#) | [Vietnamese](#) | [Somali](#)
Walking Field Trip - Covering entire school year
[English](#) | [Chinese](#) | [Russian](#) | [Spanish](#) | [Vietnamese](#) | [Somali](#)
- Provide lists of students approved to attend the field trip to the Education Supervisor or designee, attendance office, school nurse, and other staff members as appropriate.
- Notify the administrator about arrangements for an alternative learning experience for students opting not to attend or lacking parent/guardian permission.
- Review student medication protocols with Health Coordinators.
- Provide the head secretary with destination, contact names, phone numbers, departure time, return time, and confirmed participants (front page of Field Trip Request Forms).
- Inform the cafeteria of dates for the field trip. Fill out [Sack Lunch Request form](#), if needed, at least 10 days prior to the field trip. Approved volunteers can be included in the meal count.
- If different from the original request form, complete a chaperone list with names and phone numbers; indicate licensed personnel and those qualified for First Aid/CPR.
- Make certain that booster seats are available.
- Provide instruction, orientation, safety information, and behavioral expectations to students and chaperones.
- Teacher Takes on Trip: Medical information forms; emergency contact telephone numbers; first aid kit, medications (if needed), authorization for dispensing medication, cell phones

Volunteers are not permitted to bring their spouses (unless they are also approved chaperones for the trip), children (other than participating students), relatives, friends or pets on field trips.

If a parent is traveling with other students, a background check is required. However, if they are only driving their own child/student and will not be responsible for any other students, a background check may not be mandatory.

Transportation Requests for Field Trips

A PPS HS Field Experience/Transportation Request form must be sent to the Field Trip Coordinator at Kelly Center for approval and submission to PPS Transportation **a minimum of three (3) weeks** prior to requested date of your trip (the PPS online system will not accept trips under a two week timeframe). Make sure to avoid health screening dates when planning. Refer to the Head Start calendar for dates.

ORDER EARLY FOR BEST RESULTS!

The Program-wide field trip schedule/calendar is in ChildPlus and is accessible to teachers. You may also call/email to verify availability of dates (x65774).

Steps

- 1) Fill out the [Field Experience / Transportation Request form](#) and **submit it to the Field Trip Coordinator at Kelly Center** for approval/submission and ordering of the bus.
- 2) Notification of your trip will be through email. Confirmation of your submitted/scheduled trip can be found on the HS Field Trip Calendar located in ChildPlus. The color coding shows IVORY for SUBMITTED TRIPS and GREEN for SCHEDULED TRIPS.

- 3) Field trip confirmation will be forwarded to you after Transportation has confirmed bus availability. Contact the Field Trip Coordinator at Kelly Center (#65774) with questions/concerns.
- 4) If you don't have access to the Field Trip Calendar in ChildPlus, these are the steps to access it: ChildPlus - Status Center – Organizer then click "Change this view". There you will see a list of calendars to view. Make sure the Field Trip Calendar check box is marked, then click "Save".
- 5) Field Trip Buses
 - Head Start only has the 44 seat capacity buses.
 - When filling out the form, the Number of Adults are only those going **on the bus**, not the total participating in your trip. Remember this when ordering your buses. Delays in reserving your bus may occur otherwise.
 - People may only sit in designated seats. It is illegal for the buses to carry more than the capacity number so no one should be sitting on the edges of the seats.
 - Remember that staff do not coordinate carpools between parents. We cannot take on that liability.
 - If you are going to be off-site during lunch, you must fill out a Field Trip Sack Lunch Request Form.

We hope this will give you options to have a safe and successful trip. If you have any further questions about the buses contact Yelena at ywanner@pps.net or #65774. Any other questions, please contact your Supervisor.

STOPPS Training

Within the first six weeks of school, students and teachers participate in S.T.O.P.P.S. training, provided by the PPS Transportation Department. All students practice loading and unloading procedures. Bus drivers and staff review bus safety rules with students.



PORTLAND PUBLIC SCHOOLS

HEAD START

4800 NE 74th Ave/ Portland, OR 97218

Telephone: (503) 916-5724

STAFF REPORT

Date: 2/20/2024

To: PPS School Board

From: Emily Glasgow, Senior Director of PK-5 Core Academics
Dana Stiles, Principal/Director of Head Start

Subject: Head Start Action and Informational Items

BACKGROUND

- A. Federal requirements call for the Governing Board of Head Starts to approve recommendations and reports for the program.**
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for PPS Head Start.**

1. Updated PPS Head Start Policy & Procedures

1.A. Mealtime Policy – PPS Head Start has revised the Mealtime Policy & Procedures to align the Head Start Performance Standard §1302.44 – Child nutrition. Revised procedures include updated rationale and procedural instructions to promote Family Style meals and appropriate meal counts for accurate fiscal and Nutrition reporting. PPS Head Start Parent Policy Council approved these revised procedures on December 12, 2024. Board approval of new policies/procedures is required. A Board Letter of Approval and Resolution are requested.

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The Head Start Program Performance Standards provide requirements and procedures for the Annual Report. The Annual Report includes yearlong information regarding Head Start program data. It is used as a community resource and contains information from the Program Information Report (PIR). Program budget information is also shared in the annual report. PPS Head Start Parent Policy Council will review the Program Annual Report at the next meeting on February 13, 2024. A Board Letter of Approval and Resolution are requested.

4. 2023 – 2024 PPS Head Start Program Self-Assessment Timeline

The [annual Self-Assessment](#) is a central tenet of continuous quality improvement for Head Start programs. The goal of the Self-Assessment is to meet Head Start Program Performance Standards and move toward program excellence in serving children and families. The process provides programs the means to regularly assess their own management systems and program operations in order to continually strengthen the program and the services and supports delivered to children and families. PPS Head Start Parent Policy Council will review the Program Annual Report at the next meeting on February 13, 2024. A Board Letter of Approval and Resolution are requested.

RELATED POLICIES/BEST PRACTICES

Items listed above are required to be reviewed, updated, and/or approved by the Parent Policy Council and Governing Board.

ANALYSIS OF SITUATION

All items listed above support the high quality, comprehensive wraparound services provided to the children and families attending PPS Head Start.

FISCAL IMPACT

The items included in this packet do not have any significant direct impacts on program or district funding. Some items are required as part of grant agreements (federal, state, and city) in order to maintain current funding.

COMMUNITY ENGAGEMENT

PPS Head Start Parent Policy Council reviewed, provided input, and approved these actions/items on October 21, 2023, November 14, 2023, December 12, 2023, and January 9, 2024 as noted above and as reflected in the attached meeting minutes.

TIMELINE FOR IMPLEMENTATION / EVALUATION

The timeline for implementation will be the 2023 – 2024 school year.

BOARD OPTIONS WITH ANALYSIS

Board approval needed.

CONNECTION TO BOARD GOALS

The goal of PPS Head Start is to prepare the city's diverse and resilient young children for successful transitions to kindergarten and beyond by leveraging each child's strengths, building their social competence, and developing school readiness skills.

In June 2022, the PPS School Board established a new set of goals. "It remains the core mission and responsibility of our school system to ensure that every student has opportunities to thrive and experience success. Unfortunately, too many students have been historically underserved, and there has not been evidence of racial equity in PPS as revealed by persistent gaps in student outcomes along the lines of race. We are dedicated to the continuous improvements necessary to drive the system shifts that will better support our students, educators, and leaders and result in improved student performance." The Board adopted the following four priorities for the 2022-2027 time period to move the school district toward the above aspirations:

- Improve Third Grade Reading achievement
- Improve Fifth Grade Mathematics achievement
- Improve Eighth Grade Readiness
- Improve High School Graduation rates

The above items support the district's and School Board's vision and priorities.

STAFF RECOMMENDATION

Develop Board resolutions and obtain signatures of approval of the Board Chair of the attached documents.

ATTACHMENTS

- A. Resolution approving the Head Start Policy Council Recommendation – Annual Report
- B. 2021-2022 Program Annual Report

- C. Resolution approving the Head Start Policy Council Recommendation – Field Trip Policy
- D. Field Trip Policy

- E. Resolution approving the Head Start Policy Council Recommendation – Self-Assessment Timeline
- F. 2022-2023 Self-Assessment Timeline

- G. Resolution approving the Head Start Policy Council Recommendation – Student Attendance Policy
- H. Student Attendance Policy

- I. Resolution approving the Head Start Policy Council Recommendation – Sick Child Policy
- J. Sick Child Policy

- K. Resolution approving the Head Start Policy Council Recommendation – Mealtime Policy
- L. Mealtime Policy

- M. Resolution approving the Head Start Policy Council Recommendation – Site and Service Workbook
- N. 2022-2023 OPK Site and Service Workbook

RESOLUTION No. 6853

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. PPS Head Start is required to submit a Site and Service Workbook annually as part of its Department of Early Learning and Care (DELIC), Oregon Prenatal – Kindergarten (OPK) state grant. This data assists the DELIC with report submission and facilitates any grant management systems claims PPS Head Start may have.

RESOLUTION

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.

Please do not make any changes to the formatting of this workbook. Only enter the data requested, in the location requested.

Site and Service Workbook General Instructions

After checking that all tabs have been completed, save the document using a name that clearly identifies that it is your program.

Instructions for completing each tab:

Site List Tab

SITE NAME List each site where there are classrooms and any administrative sites where there are no children or classrooms (fill in only the relevant columns). **Include all sites that serve EHS children.**

SITE ADDRESS Provide the site's physical address and mailing address .

CONTACT INFORMATION Provide the phone number , name and email for the key contact person for the site - preferably someone who is on-site on a regular basis.

AGE GROUPS SERVED If children ages 0-3 are served at the site, place a check mark in the 0-3 column. If children ages 3-5 (non-kindergarten age) are served at the site, place a check mark in the 3-5 column. Check both columns, if applicable.

#s SERVED Indicate the total numbers of children ages 0-3 (EHS) and ages 3-5 (HS) served at the site, regardless of funding source. If there are a mix of Head Start and other children at the site, provide the total number of children at the site.

DAYS/TIME OF SERVICE Place a check mark under each day when CHILDREN are on-site. Hours of service should indicate the usual time the first children arrive on site through the time the last children leave the site. For example, if the first morning session starts at 8:00 am and the last afternoon session ends at 4:30, the hours of service would be 8 - 4:30. For administrative sites, list the hours the site is open to the public.

TYPE OF SITE Check as many descriptors as apply to a particular site.

CURRENT STATUS WITH OFFICE OF CHILD CARE If site is licensed, list the CC#. If site is recorded, list the PS#. Mark an "X" in the exempt column if site is neither licensed nor recorded.

CURRENT STATUS WITH QRIS (QUALITY RATING AND IMPROVEMENT SYSTEM) List the current status of the site with QRIS (none, C2Q - Commitment to Quality, 3-star, 4-star, or 5-star). If site does not provide center-based services, mark n/a.

EXPECTED DATE TO ACHIEVE QRIS STAR RATING If site does not have QRIS star-rating, write in the date that site is expected to achieve star rating.

Site & Class List Info Tab (Separate for OPK 3-5 and OPK Prenatal to Three)

OPK Specialists use information on the Site & Class info page to confirm that services meet Head Start program option and staffing requirements.

CLASS NAME

* Group classes by site. List each class (or home-based group) at the site. If more than one class is taught in the same room (am/pm or double sessions), each class should be listed separately.

* Name classes in such a way that they can be specifically identified. *For example: ABC Head Start's Oak Street site has two physical classrooms, with an am & pm class session in each room and two home-based groups. Each of the four classes is listed separately in the workbook: Blue Room AM , Blue Room PM, Yellow Room AM, Yellow Room PM. The two home-based groups assigned to the site are identified by the family advocate's initials: HB-LRD & HB-KLW.*

* **List all OHS PreK classes on the appropriate tab, adding columns as needed.** This may make it difficult to print a hard copy of the workbook, but keeping everything on one page allows ODE ELD to aggregate classroom data across sites and programs.

CLASS DEMOGRAPHICS

* Make sure that the total number of children in a class or group, regardless of funding source, does not exceed limits for the model and/or age group.

* Do not count children in more than one funding demographic.

IMPORTANT CROSS-CHECK: The total number of "OHS PreK children in class" entered for center based/combination PLUS the number of "OHS PreK children in group" entered for

home-based groups should equal your funded state and federal enrollment.

TEACHER QUALIFICATIONS This section is used to confirm that each class has at least one qualified teacher that meets minimum requirements. Teachers who do not meet minimum qualifications must be listed on the "Teacher Waivers Tab" (see below)

Screen/Assess/Curriculum & Instructional Approaches Tab

EARLY CHILDHOOD CURRICULUM Identify the research-based early childhood curriculum (or curricula) adopted by the program. Consult Sec.642(f)(3) for information related to appropriate curricula.

Use the description column to briefly describe how the selected or other curriculum are being used within the program.

The literacy, mathematics, health/nutrition, science and other sections are not required, but provide an opportunity to identify any specialized curricula or resources adopted by your program.

Teacher Waivers Tab

If the program listed any classrooms with a lead teacher that does not meet minimum qualifications, additional information must be provided on the "Teacher Waiver" tab.

List each lead teacher that does not meet minimum qualifications.

CURRENT CREDENTIAL Mark the column that identifies the teacher's current credential.

TYPE OF QUALIFYING DEGREE Mark the column showing the type of degree program in which teacher is currently enrolled in and give the expected date of completion.

WAIVER STATUS If the teacher has already been granted a waiver by ODE ELD and/or RX, please enter the date(s) when those waivers were granted. ***If the teacher has not yet been granted a waiver, place a check mark in the "Needs Waiver" column and CONTACT YOUR ASSIGNED OPK SPECIALIST to determine what information will be required to process waiver request.***

Program Information

Grantee Information	
Name of Grantee	Portland Public Schools Head Start
Main Office Mailing Address	4800 NE 74th Ave
City	Portland Public Schools Head Start
State	OR
Zip	97218
Street Address (if different from above)	
Phone	(503) 916-5724
Website	PPS Head Start
Leadership Contacts	
<i>(Complete all that apply. If the titles used by your organization differ, include the correct title in parenthesis next to the name)</i>	
Executive Director	Dr. Emily Glasgow
Phone	503-916-3684
Email	eglasgow@pps.net
Director	Dana Stiles
Phone	(503) 916-5724 x 75956
Email	dstiles@pps.net
Co-Director or Assistant Director	
Phone	
Email	
Governing Body Contact	
Grantee Board Chair's Name	Andrew Scott
Phone	(503) 916-3741
Email	anscott@pps.net
Policy Council Contact	
Policy Council Chair's Name	Huynh Pool
Phone	(971) 275-0682
Email	huynhpool@gmail.com
Service Area Information	
<i>(Information in this section must match your federal or state designated service area - as well as service area agreements with other programs)</i>	
County/Counties Served	Multnomah
School District(s) Served	Portland Public Schools
Programs & Enrollment	
<i>(Number of slots for each program must match your total funded enrollment numbers - Please list Federal Slots by Region - X, XI, XII)</i>	
Number Region X, XI, XII Federal Head Start Slots	297
Number Region X, XI, XII Federal Early Head Start Slots	
Number Oregon Pre-Kindergarten Slots (3-5 years)	351
Number Oregon Pre-Kindergarten Slots (Prenatal to 3 years)	

Staff Contacts

Component/ Area of Responsibility	Identify the individual who has primary responsibility for each of the content areas listed. <i>If someone has more than one area of responsibility, list that person again in each area that applies</i>			
	Name	Title	Email	Phone
Director's Primary Backup	Nancy Robles	Business Operations Analyst	nrobles@pps.net	(503) 916-5724 x66306
Human Resources	PPS Human Resources	Human Resources Department	hronline@pps.net	503-916-3544
Fiscal <i>(Includes EGMS and Expenditures Reporting)</i>	Nancy Robles	Business Operations Analyst	nrobles@pps.net	(503) 916-5724 x66306
ERSEA	Rhiannon Martin	Family Services Manager	rhmartin@pps.net	(503) 916-3713
Education	Amparo Garcia-Yurchenco, Jason Roepel, Mary Pearson, Martha Molina Velasco	Education Supervisors	agarciayurchenco@pps.net, jroepel@pps.net, mpearson@pps.net, mmolinavelasco@pps.net	(503) 916-5724
Disabilities	Daniela DeYoung	Inclusion Manager	ddeyoung@pps.net	(503) 916-5724
Health	Keely Moon	Program Nurse	kemoon@pps.net	66328
Family & Community	Rhiannon Martin	Family Services Manager	rhmartin@pps.net	(503) 916-3713
Transportation	N/A			

Monthly Reporting (State Form)	Andrea Murphy	Data Management Coordinator	amurphy1@pps.net	(503) 916-6269
3-5 Coordinator				
P-3 Coordinator				
Child Assessment Administrator	Andrea Murphy	Data Management Coordinator	amurphy1@pps.net	(503) 916-6269
Facilities	Frank Leavitt	PPS Facilities	fleavitt@pps.net	(503) 916-3310
PreK Data Collection	Andrea Murphy	Data Management Coordinator	amurphy1@pps.net	(503) 916-6269

Site List

Site Name	Site Address			Contact Information			Site Type			Age Groups Served <i>(check all that apply)</i>		Capacity - State and Federal Combined	
	Street Address	City	Zip	Site Phone #	Site Supervisor or Primary Contact	Email	Administrative	Classrooms	Both	0-3	3-5	Total # of EHS Slots at site	Total # of HS Slots at site
Applegate Head Start	7650 N Commercial Ave	Portland	OR 97217	6294	Roepel	jroepel@pps.net			X		X		63
Clarendon Head Start	9325 N Van Houten Ave	Portland	OR 97203	6269	Garcia-	s.net			X		X		126
Creston Head Start	4620 SE Powell Blvd	Portland	OR 97206	6219	Roepel	jroepel@pps.net			X		X		72
Grout Head Start	3119 SE Holgate	Portland	OR 97202	6711	Pearson	mpearson@pps.net			X		X		36
Jason Lee Head Start	2222 NE 92nd Ave	Portland	OR 97220	4732					X		X		27
Kelly Head Start	9015 SE Rural St	Portland	OR 97266	5774	Pearson	mpearson@pps.net			X		X		108
Sacajawea Head Start	4800 NE 74th Ave	Portland	OR 97218	8724					X		X		108
Sitton Head Start	9930 N Smith St	Portland	OR 97203	3043	Garcia-	s.net			X		X		36
Whitman Head Start	7326 SE Flavel St	Portland	OR 97206	3010	Pearson	mpearson@pps.net			X		X		36
Faubioun School	2930 NE Dekum	Portland	OR 97211	503-916-5686	Angelica Cruz	acruz@pps.net			x		x		18
Rosa Parks Elementary	8960 N Woolsey Ave	Portland	OR 97203	503-916-6250	Angelica Cruz	acruz@pps.net			x		x		18

Site List																
Site Name	Days/Time of Service					Hours of Operation	Facility Type (check all that apply)						Current Status with the Office of Child Care			Current QRIS Status
	M	T	W	Th	F		Grantee owned	Grantee rented	Donated space	Public School	Community preschool-childcare	Church	Other	Licensed (list CC #)	Recorded (list PS #)	
Applegate Head Start	X	X	X	X	X	8:15-2:50				X			RA 1727			5
Clarendon Head Start	X	X	X	X	X	8:30-2:50				X			RA 2776			5
Creston Head Start	X	X	X	X	X	8:15-2:50				X			RA 1728		reviewing	
Grout Head Start	X	X	X	X	X	8:00-2:20				X			RA 2777			5
Jason Lee Head Start	X	X	X	X	X	8:00-2:20				X			RA 2778		n/a	
Kelly Head Start	X	X	X	X	X	8:15-2:50				X			RA 1729			5
Sacajawea Head Start	X	X	X	X	X	8:15-2:50				X			RA 1725			5
Sitton Head Start	X	X	X	X	X	8:00-2:20				X			RA 1731			3
Whitman Head Start	X	X	X	X	X	8:30-2:50				X			RA 2779		n/a	
Faubioun School	x	x	x	x	x	8:45-3:15				x						
Rosa Parks Elementary	x	x	x	x	x	8:00-2:20				x						

OPK Specialists use information on the Site & Class info page to confirm that services meet Head Start program option and staffing requirements

Site and Class Information

Complete the yellow section for all classes and home-based groups. Use a separate column for each AM/PM class, or double session, even if it is the same									
Site name (must match names on Site List tab):	Applegate	Applegate	Applegate	Applegate	Clarendon	Clarendon	Clarendon	Clarendon	Clarendon
Class (or home-based group) name:	Room 5	Room 7	Room 9	Room 6	Room 14	Room 5	Room 16	Room 4	Room 15
Program Model (check one)									
Center-based part day session (less than 6 hours)									
Center-based double session (same lead teacher am/pm)									
Center-based, including extended day	X	X	X	X	X	X	X	X	X
Center-based, full day/full year									
Family Child Care Option									
Home-based Option									
Locally Designed Option									
Contact Time	Complete the Green Section								
Date class expected to start	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023
Date class expected to end	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024
Number of weeks class operates	35	35	35	35	35	35	35	35	35
Number of days per week class operates	5	5	5	5	5	5	5	5	5
Total number of days class operates	155	155	155	155	155	155	155	155	155
Number of hours per day	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN
Number of teacher conducted education home visits per child	1	1	1	1	1	1	1	1	1
Number of teacher conducted parent-teacher conferences per child	3	3	3	3	3	3	3	3	3
Number of home visits conducted by other staff per child	2	2	2	2	2	2	2	2	2
Class Demographics (each child should only be counted once)									
Number of OPK/Head Start children in class (federal and/or state funded)	9	18	18	18	18	18	18	18	18
Number of Preschool Promise children									
Number of <i>non-OPK/Head Start/Preschool Promise</i> EI/ECSE children									
Number of <i>non-OPK/Head Start/Preschool Promise</i> community or childcare children									
Total number of children in class	18	18	18	18	18	18	18	18	18
Are the majority of children 4 years or older by Sept. 1 (Y/N)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Number of paid staff in class each day	3	3	3	3	3	3	3	3	3
Is this class part of a childcare or public school partnership?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Teacher Qualifications - Education level for lead teacher - (check one)									
Oregon Registry Step 10 (BA)	X	X	X	X	X	X	X	X	X
Oregon Registry Step 9 (AA)									
Needs or has Waiver - (Complete Teacher Waivers Tab)									
Contact Time (home-based groups)	Complete the blue section for HOME-BASED model groups								
Number of OPK/Head Start children in group									
Number of weeks services are provided									
Total number of home visits per child									
Length of each home visit (in hours)									
Number of socializations									
Case load per home visitor									

Site and Class Information

	lead teacher.									
Site name (must match names on Site List tab) :	Clarendon	Clarendon	Creston	Creston	Creston	Creston	Grout	Grout	Jason Lee	Jason Lee
Class (or home-based group) name:	Room 7	Room 6	Room 4	Room 5	Room 3	Room 2	Room A	Room D	Room 118	Room 119
Program Model (check one)										
Center-based part day session (less than 6 hours)										
Center-based double session (same lead teacher am/pm)										
Center-based, including extended day	X	X	X	X	X	X	X	X	X	X
Center-based, full day/full year										
Family Child Care Option										
Home-based Option										
Locally Designed Option										
Contact Time										
Date class expected to start	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023
Date class expected to end	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024
Number of weeks class operates	35	35	35	35	35	35	35	35	35	35
Number of days per week class operates	5	5	5	5	5	5	5	5	5	5
Total number of days class operates	155	155	155	155	155	155	155	155	155	155
Number of hours per day	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN
Number of teacher conducted education home visits per child	1	1	1	1	1	1	1	1	1	1
Number of teacher conducted parent-teacher conferences per child	3	3	3	3	3	3	3	3	3	3
Number of home visits conducted by other staff per child	2	2	2	2	2	2	2	2	2	2
Class Demographics (each child should only be counted once)										
Number of OPK/Head Start children in class (federal and/or state funded)	18	18	18	18	18	18	18	18	18	9
Number of Preschool Promise children										
Number of <i>non-OPK/Head Start/Preschool Promise</i> EI/ECSE children										
Number of <i>non-OPK/Head Start/Preschool Promise</i> community or childcare children										
Total number of children in class	18	18	18	18	18	18	18	18	18	18
Are the majority of children 4 years or older by Sept. 1 (Y/N)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Number of paid staff in class each day	3	3	3	3	3	3	3	3	3	3
Is this class part of a childcare or public school partnership?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Teacher Qualifications - Education level for lead teacher - (check one)										
Oregon Registry Step 10 (BA)	X	X	X	X	X	X	X	X	X	X
Oregon Registry Step 9 (AA)										
Needs or has Waiver - (Complete Teacher Waivers Tab)										
Contact Time (home-based groups)										
Number of OPK/Head Start children in group										
Number of weeks services are provided										
Total number of home visits per child										
Length of each home visit (in hours)										
Number of socializations										
Case load per home visitor										

Site and Class Information

Complete the yellow section for all classes and home-based groups. Use a separate column for each AM/PM class, or double session, even if it is													
Site name (must match names on Site List tab) :	Jason Lee	Kelly	Kelly	Kelly	Kelly	Kelly	Kelly	Kelly	Sacajawe	Sacajawe	Sacajawe	Sacajawe	Sacajawe
Class (or home-based group) name:	Room 121	Room 6	Room 19	Room 25	Room 2	Room 23	Room 10	Room 104	Room 105	Room 106	Room 108	Room 103	
Program Model (check one)													
Center-based part day session (less than 6 hours)													
Center-based double session (same lead teacher am/pm)													
Center-based, including extended day	X	X	X	X	X	X	X	X	X	X	X	X	
Center-based, full day/full year													
Family Child Care Option													
Home-based Option													
Locally Designed Option													
Contact Time													
Date class expected to start	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	
Date class expected to end	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	
Number of weeks class operates	35	35	35	35	35	35	35	35	35	35	35	35	
Number of days per week class operates	5	5	5	5	5	5	5	5	5	5	5	5	
Total number of days class operates	155	155	155	155	155	155	155	155	155	155	155	155	
Number of hours per day	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	
Number of teacher conducted education home visits per child	1	1	1	1	1	1	1	1	1	1	1	1	
Number of teacher conducted parent-teacher conferences per child	3	3	3	3	3	3	3	3	3	3	3	3	
Number of home visits conducted by other staff per child	2	2	2	2	2	2	2	2	2	2	2	2	
Class Demographics (each child should only be counted once)													
Number of OPK/Head Start children in class (federal and/or state funded)	9	18	18	18	18	18	18	18	18	18	18	18	
Number of Preschool Promise children													
Number of <i>non-OPK/Head Start/Preschool Promise</i> EI/ECSE children													
Number of <i>non-OPK/Head Start/Preschool Promise</i> community or childcare children													
Total number of children in class	18	18	18	18	18	18	18	18	18	18	18	18	
Are the majority of children 4 years or older by Sept. 1 (Y/N)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Number of paid staff in class each day	3	3	3	3	3	3	3	3	3	3	3	3	
Is this class part of a childcare or public school partnership?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Teacher Qualifications - Education level for lead teacher - (check one)													
Oregon Registry Step 10 (BA)	X	X	X	X	X	X	X	X	X	X	X	X	
Oregon Registry Step 9 (AA)													
Needs or has Waiver - (Complete Teacher Waivers Tab)													
Contact Time (home-based groups)													
Number of OPK/Head Start children in group													
Number of weeks services are provided													
Total number of home visits per child													
Length of each home visit (in hours)													
Number of socializations													
Case load per home visitor													

Site and Class Information

	the same lead teacher.									
Site name (must match names on Site List tab) :	Sacajawea	Sitton	Sitton	Whitman	Faubion	Faubion	Faubion	Faubion	Rosa Park	Rosa Park
Class (or home-based group) name:	Room 101	Room 15	Room 16	Room 19	Room 01	Room 02	Room 03	Room 04	Room 01	Room 02
Program Model (check one)										
Center-based part day session (less than 6 hours)										
Center-based double session (same lead teacher am/pm)										
Center-based, including extended day	X	X	X	X	X	X	X	X	X	X
Center-based, full day/full year										
Family Child Care Option										
Home-based Option										
Locally Designed Option										
Contact Time										
Date class expected to start	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023	09/11/2023
Date class expected to end	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024	06/11/2024
Number of weeks class operates	35	35	35	35	35	35	35	35	35	35
Number of days per week class operates	5	5	5	5	5	5	5	5	5	5
Total number of days class operates	155	155	155	155	155	155	155	155	155	155
Number of hours per day	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN	6HR 20MN
Number of teacher conducted education home visits per child	1	1	1	1	1	1	1	1	1	1
Number of teacher conducted parent-teacher conferences per child	3	3	3	3	3	3	3	3	3	3
Number of home visits conducted by other staff per child	2	2	2	2	2	2	2	2	2	2
Class Demographics (each child should only be counted once)										
Number of OPK/Head Start children in class (federal and/or state funded)	18	18	18	18	4	5	4	5	9	9
Number of Preschool Promise children										
Number of <i>non-OPK/Head Start/Preschool Promise</i> EI/ECSE children										
Number of <i>non-OPK/Head Start/Preschool Promise</i> community or childcare children										
Total number of children in class	18	18	18	18	18	18	18	18	18	18
Are the majority of children 4 years or older by Sept. 1 (Y/N)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Number of paid staff in class each day	3	3	3	3	3	3	3	3	3	3
Is this class part of a childcare or public school partnership?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Teacher Qualifications - Education level for lead teacher - (check one)										
Oregon Registry Step 10 (BA)	X	X	X	X	X	X	X	X	X	X
Oregon Registry Step 9 (AA)										
Needs or has Waiver - (Complete Teacher Waivers Tab)										
Contact Time (home-based groups)										
Number of OPK/Head Start children in group										
Number of weeks services are provided										
Total number of home visits per child										
Length of each home visit (in hours)										
Number of socializations										
Case load per home visitor										

Screening, Assessments, and Curriculum

Identify the research-based early childhood curriculum (or curricula) adopted by the program. Consult Sec.642(f)(3) for information related to appropriate curricula. Use the description column to briefly describe how the selected or other curriculum are being used within the program. The literacy, mathematics, health/nutrition, science and other sections are not required, but provide an opportunity to identify any specialized curricula or resources adopted by your program.

DEVELOPMENTAL SCREENING Instruments used by program	(check all that apply)	Name/Title of Other
Ages and Stages Questionnaire	X	
Other (please specify):		
SOCIAL-EMOTIONAL and/or BEHAVIORAL SCREENING Instrument(s) used by program	(check all that apply)	Name/Title of Other
Ages and Stages Questionnaire - Social-Emotional	X	
Other (please specify):		
Approach or tool(s) used by program	that apply)	Name/Title of Other
Teaching Strategies GOLD Online		
Other (please specify):	X	
DATA TRACKING System(s) used by program	(check all that apply)	Name/Title of Other
ChildPlus		
Other (please specify):	X	Desired Results Developmental Profile
INSTRUCTIONAL APPROACHES	that apply)	Briefly Describe Implementation
GENERAL		
Creative Curriculum System for Preschool (describe which Edition and/or tools are used)		
Other (identify & describe implementation):	X	Tools of the Mind
LITERACY		
Please Specify:	X	Tools of the Mind
MATHEMATICS		
Please Specify:	X	Tools of the Mind
SOCIAL-EMOTIONAL/BEHAVIORAL		
Positive Behavior Intervention & Support (PBIS)	X	
Conscious Discipline		
Second Step		
Other (please specify)	X	Trauma-informed care model based on UCLA training
HEALTH/NUTRITION		
I am Moving, I am Learning	X	
Health in Action		
Other (please specify)		
SCIENCE		
Please Specify:	X	Tools of the Mind
OTHER		
Please Specify:		

RESOLUTION No. 6854

Adoption of the Index to the Minutes

The Following Index to the Minutes are offered for Adoption:

- January 30, 2024 – Special Meeting
- February 06, 2024 – Regular Meeting



Index to the Minutes

(Draft for Approval)

Special Meeting

January 30, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/xUQ3Pq8Adbc?si=tISf5zoNPRDy6xb5>

*This meeting was held virtually and streamed live at:
<https://www.youtube.com/@ppsboardofeducation/live>*

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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RESOLUTIONS

<u>No.</u>	<u>Resolution Title</u>	<u>Page</u>
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Agenda

<i>Time Started</i>	<i>Agenda Title</i>
---------------------	---------------------

5:05 pm	Resolution to Negotiate a Contract with Human Capital Enterprises to Act as the Superintendent Search Firm (Resolution 6832)
5:21 pm	Adjourned

Action Items

- **Resolution 6832 - Resolution to Negotiate a Contract with Human Capital Enterprises to Act as the Superintendent Search Firm**

Director Brim-Edwards moved and Director DePass seconded the motion to approve Resolution 6832. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

RESOLUTION No. 6832

Resolution to Negotiate a Contract with Human Capital Enterprises to Act as the Superintendent Search Firm

RECITALS

- A. The Board of Education issued an Informal Request for Proposals for a Superintendent Search firm and received eight proposals.
- B. On January 24, 2024, the Board held a public meeting in which the top three ranked firms made presentations and were interviewed by the Board of Education.

RESOLUTION

The Portland Public Schools Board of Education directs staff to negotiate a contract with Human Capital Enterprises to act as the search firm for the Superintendent position.



Index to the Minutes

(Draft for Approval)

Regular Meeting

February 06, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/8tFnX8bcP0?si=ai2Kc2ja-n72Wnbq>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: Vice-Chair Herman Greene

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Agenda

<i>Time Started</i>	<i>Agenda Title</i>
6:01 pm	Head Start Visual Arts
6:06 pm	Black History Month (Resolution 6833)
6:12 pm	Update on Superintendent Search
6:13 pm	Superintendent's Report
6:18 pm	Recess
6:38 pm	Superintendent's Report (Continued)
6:54 pm	Student Representative's Report
7:02 pm	Student Comment
7:12 pm	2023-2026 Agreement between Service Employees International Union and School District No. 1J, Multnomah County, Oregon (Resolution 6841)
7:21 pm	Early Literacy Grant Application (Resolution 6836)
7:28 pm	2024 Portland Public Schools Legislative Agenda (Resolution 6844)
7:39 pm	Resolution to Adopt Ethics and Conflict of Interest Policy x.xx.xxx-P (Resolution 6834)
7:43 pm	Adoption of revised Public Contracting Rules (Resolution 6835)
7:46 pm	Public Comment
8:00 pm	Levy Referral Discussion
8:27 pm	Implementation of Reading Curriculum
9:37 pm	Consent Agenda: Resolutions 6837 through 6840 and 6843
9:39 pm	Comments from our Union Partners
9:41 pm	Adjourn

Student and Public Comment

General Student Comment

- Jennifer Chavez
- Shani Ross

General Public Comment

- Devon Ghani
- Bryan Dykman
- BeUtee As-Salaam

Action Items

- **Resolution 6833 - Proclamation and Recognition of February as Black History Month**

Director Brim-Edwards moved and Director Wang seconded the motion to approve Resolution 6833. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Absent, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6834**

Tabled

Action Items (continued)

- **Resolution 6835 - Amending the District's Public Contracting Rules to Address Statutory and Administrative Rule Changes and Amending Special Class Procurements**

Director Scott moved and Director Sullivan seconded the motion to approve Resolution 6835. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Absent, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6836 - Resolution to approve Portland Public Schools' application for the 2023-25 Jumpstart Biennium of the Oregon Department of Education's Early Literacy Success School District Grant**

Director Brim-Edwards moved and Director Scott seconded the motion to approve Resolution 6836. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Absent, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Consent Agenda – Resolutions 6837 through 6840 and 6843**

Director Scott moved and Director Brim-Edwards seconded the motion to approve Resolutions 6837 through 6840 and 6843. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Absent, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6842**

Withdrawn

- **Resolution 6841 – 2023-2026 Agreement between Service Employees International Union and School District No. 1J, Multnomah County, Oregon**

Director DePass moved and Director Brim-Edwards seconded the motion to approve Resolution 6841. The motion was put to a voice vote and passed (5 yes – 1 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Absent, Director Gary Hollands: No, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6844 - 2024 Portland Public Schools Legislative Agenda**

Director Scott moved and Director Brim-Edwards seconded the motion to approve Resolution Number 6844. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Absent, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

RESOLUTION No. 6833

Proclamation and Recognition of February as Black History Month

RECITALS

- A. Portland Public Schools celebrates Black excellence to elevate the success of Black students, and acknowledge their histories, and futures, in a way that affirms and allows Black students in our care to achieve their fullest potential and thrive into adulthood.
- B. Black History Month began in 1915 by historian Carter G. Woodson and other prominent leaders, as a way to formally observe the visionary contributions of Black people, and now is a time for recognizing the central role and contributions of members of the African Diaspora in U.S. history.
- C. The contributions of members of the African Diaspora and their endeavors to learn and thrive throughout history and make unforgettable marks in our Nation as artists, scientists, educators, business people, influential thinkers, members of faith communities, athletes, and political and governmental leaders, reflects the greatness of the people of the African diaspora within the United States.
- D. Black history reflects a people with a determined spirit of perseverance and cultural pride in its struggle to equitably share in the opportunities and burdens of a nation founded upon the principles of freedom and liberty for all people.
- E. The local community has enriched the diversity of perspective and experience in our District; and the Board of Education desires to recognize and honor the achievements and contributions of members of the African Diaspora.
- F. All students need an opportunity to understand their rich history and common humanity underlying all people, to develop pride in their own identity and heritage, and to respect, know, and accept the identity and heritage of others.
- G. In service of the Portland Public Schools strategic framework of targeted universalism, shaped from the community-driven vision, we recognize our commitment to center the realities of Black students, and liberate them from the oppression embedded in our systems that they experience.
- H. Through leadership and practice, Portland Public Schools is dedicated to goals that advance racial justice, and demonstrate anti-racist values especially for Black communities in the Portland Metro area.

RESOLVED

The Board of Education of the Portland Public Schools hereby recognizes the month of February 2024 as Black History Month and encourages all educators to commemorate this occasion with appropriate ceremonies, instructional activities, and programs. The struggles and achievements of Black people and their role in America's history profoundly influences and enriches the culture of the United States. Portland Public Schools acknowledges these contributions and reaffirms its ongoing commitment to building awareness and an inclusive society.

RESOLUTION No. 6834

Tabled

RESOLUTION No. 6835

Amending the District's Public Contracting Rules to Address Statutory and Administrative Rule Changes and Amending Special Class Procurements

RECITALS

- A. The Board of Directors of School District No. 1J, Multnomah County, Oregon ("District") acts as the Local Public Contract Review Board ("Board") pursuant to ORS 279A.060.
- B. ORS 279A.065 empowers public contracting agencies to adopt rules of procedure for public contracts, and the District has adopted such rules ("2019 Rules").
- C. ORS 279A.065(5)(b) requires a local contracting agency to review its rules for revision each time the Attorney General modifies the Model Rules for Public Contracts. The Attorney General updated the Model Rules in 2021 and 2023 in light of amendments to the Public Contracting Code in the 2021 and 2023 legislature sessions.
- D. ORS 279B.085 authorizes the Board to declare certain public contracts or classes of contracts for goods and services as special procurements exempt from the competitive procurement process otherwise required by ORS Chapter 279B, upon certain findings.
- E. The Board deems it necessary and advisable to adopt updated rules ("2024 Rules") to address these statutory and rule changes, to improve the format and usability of the District's rules, and to provide for greater public transparency in regard to the District's procurement procedures.

RESOLUTION

- 1. The Board hereby adopts the 2024 Rules attached hereto as Exhibit A as the District's Public Contracting Rules.
- 2. The Board adopts the class special procurements enacted in the 2024 Rules set forth in Exhibit A, based on the findings in the attached Exhibit B.
- 3. The District's 2024 Rules supersede and replace the District's 2019 Rules for procurements advertised or first solicited on or after the effective date of this Resolution. Procurements advertised or first solicited prior to the effective date of this Resolution shall continue to be processed under the 2019 Rules.

RESOLUTION No. 6836

Resolution to approve Portland Public Schools' application for the 2023-25 Jumpstart Biennium of the Oregon Department of Education's Early Literacy Success School District Grant

RECITALS

- A. The Early Literacy Success School District Grants are a new funding opportunity from the Oregon Department of Education (provided by HB 3198 (2023)). These are non-competitive, two-year grants-in-aid available to Oregon school districts to support comprehensive early literacy plans that are research-based, culturally responsive, and in alignment with our state Early Literacy Framework.
- B. The Oregon Department of Education requires the Board of Education to approve the application and submit the minutes to complete our district application process by February 28, 2024.
- C. The Board of Education reviewed the Early Literacy Grant Application on January 23, 2024 at an open meeting with the opportunity to provide public comment.

RESOLUTION

The Board of Education hereby approves Portland Public Schools' application for the 2023-25 Jumpstart Biennium of the Oregon Department of Education's Early Literacy Success School District Grants.

RESOLUTION No. 6837

Adoption of the Index to the Minutes

The Following Index to the Minutes are offered for Adoption:

- January 16, 2024 – Special Meeting
- January 23, 2024 – Special Meeting and Work Session

RESOLUTION No. 6838

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 Admin, Funding Source	Certified Business
Hydro-Temp Mechanical, Inc.	2/7/24 through 8/30/24	Construction C 94535	Drinking water fixture replacement at PESC. Invitation to Bid – Construction 2023-046	\$147,300	D. Jung Fund 456 Dept. 5511 Project DS008	No
McKinstry Co.	4/1/24 through 4/2/27 Option to renew for up to one two-year term through 4/2/29	Services S 94568	Annual replacement of drinking fixture filters districtwide. Request for Proposals 2023-044	\$850,000	D. Jung Fund 101 Dept. 5592	No

*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

NEW COOPERATIVE PURCHASING AGREEMENTS

Contractor	Contract Term, Renewal Options	Administering Contracting Agency	Description of Goods or Services	Estimated Spend During Contract Term	Responsible Administrator, Funding Source	Certified Business
Active Internet Technologies, LLC	7/1/24 through 6/30/26 Option to renew for up to three additional one-year terms through 6/30/29	Texas Region 7 ESC COA 94521	Purchase of the District’s website subscription, software, and support services.	\$755,000	D. Wolff Funding Source Varies	No

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

AMENDMENTS TO EXISTING CONTRACTS

New encumbered contracts: \$1,752,300

On-call, potential spend contracts: \$

Amendments: \$

RESOLUTION No. 3839

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
Oregon Department of Education	2/14/24 through 9/30/24	Intergovernmental Agreement / Revenue IGA/R XXXXX*	Provides funding for K-5 sexuality education lessons and development of Ethnic Studies lessons.	\$737,070	C. Proctor Fund 205 Dept. 5470 Grant TBD

* Contract is not finalized at this time. Staff seeks advanced authorization for this contract pursuant to the Purchasing & Contracting Delegation of Authority Administrative Directive, 8.50.105-AD, Section X(4): “The District may seek an ‘advanced authorization’ from the PPS Board of Education for any contract upon the approval of the Director of Purchasing & Contracting. The cost of the contract shall be a ‘Not to Exceed’ amount. Once the Board has approved it, no further authorization for the contract is required, providing the contract value remains at or below the ‘Not to Exceed’ amount.”

AMENDMENTS TO EXISTING REVENUE CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Administrator, Funding Source
State of Oregon	7/1/23 through 6/30/24	Intergovernmental Agreement / Revenue IGA/R 93229 Amendment 1	LGBTQ2SIA+ student success programming grant for 23/24 school year.	\$103,243 \$196,247	C. Proctor
USGS Earthquake Science Center	1/1/24 through 6/15/25	Intergovernmental Agreement / Revenue IGA/R 92396	USGS will reimburse district for a portion of an employee's salary and benefits to support with lesson development and professional development related to the ShakeAlert earthquake early warning system.	\$94,000 \$170,031	C. Proctor Fund 101 Dept. 5468

RESOLUTION No. 6840

Resolution Approving 3 Capital Projects for Contracted Alternative Schools using ESSER III funds

RECITALS

- A. During the 2020-2021 budget year, each Contracted Alternative School (CBO) received an individual ESSER II allocation, which they may spend on a reimbursement basis, following all requirements set forth by PPS District and ODE.
- B. During the 2021-2022 budget year, each Contracted Alternative School (CBO) received an individual ESSER III allocation, which they may spend on a reimbursement basis, following all requirements set forth by PPS District and ODE.
- C. CBO school leaders are able to determine how to best use these ESSER II & ESSER III funds, based on feedback from their Boards of Directors and other key stakeholders.
- D. CBO Schools are eligible for reimbursement using ESSER II and/or ESSER III funds as long as expended funds align with allowable uses for each grant and are pre-approved by PPS leadership and meet ODE requirements for approval.
- E. PPS has processes in place to ensure that CBO schools follow each grants allowable uses and guidelines as well as ensure that state and federal requirements are met.
- F. Based on an October 2021 ODE Memo & Update, all capital expenditures over \$25,000 are now required to be approved by each district's school board for approval.
- G. We are requesting that the PPS Board approve 3 capital improvement projects that exceed the \$25,000 threshold, all of which have already been submitted to ODE. (ODE Project Tags: 2180-03, 2180-04, 2180-05 & 2180-09)

RESOLUTIONS

- 1. The Board of Education for Portland Public Schools has determined that the following Capital Expenditure projects for Helensview School and Rosemary Anderson High School are approved and eligible for reimbursement, using ESSER III Funds. ODE Project Tags:
 - a. 2180-14: Helensview School: Oregon Valley Greenhouse
 - b. 2180-15: Helensview School: Wireless Radio Communication devices
 - c. 2180-12: Rosemary Anderson High School: RAHS North Campus Improvement
- 2. Each of the above mentioned projects meets the eligibility for ESSER II and/or ESSER III funds and our district has followed the ODE rules regarding the process for capital projects exceeding \$25,000.
- 3. The Board of Education for Portland Public Schools directs PPS staff to work with CBO leadership to support these capital projects which will help to ensure the continued physical and mental safety of students.

RESOLUTION No. 6841

2023-2026 Agreement between Service Employees International Union and
School District No. 1J, Multnomah County, Oregon

RECITALS

The Collective Bargaining Agreement between Portland Public Schools and the Service Employees International Union (SEIU) expired on June 30, 2023.

RESOLUTION

The Superintendent is authorized and directed to execute the 2023-2026 Collective Bargaining Agreement between the Service Employees International Union (SEIU), representing nutritional services and facilities, 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. 6842

Withdrawn

RESOLUTION No. 6843

Authorization for Off-Campus Activities

RECITAL

Portland Public Schools (“District”) Policy 6.50.010-P (“Off-Campus Activities”) requires the Board of Education (“Board”) consent to student out-of-state travel.

RESOLUTION

The Board has reviewed the request for out-of-state travel. All required documents have been submitted to the Risk Management Department. The Superintendent recommends that the Board consent to the student out-of-state travel for the below request:

AUTHORIZATION FOR OFF-CAMPUS ACTIVITIES

Date(s)	School, Course, and Number of Students	Purpose of Travel	Travel Destination	Estimated Cost	Equitable Field Trip Fund; %
2/10-2/18/24	Roosevelt HS Japanese class, 13	Visit educational & research institutions, hear lectures on diplomatic relations, workshops.	Japan	\$0 – paid for by Kakehashi Project	N/A
2/15-2/18/24	Lincoln HS Band, 70	Collegiate-level instruction, attend professional concert, etc	Los Angeles, CA	\$1600	N/A
2/15-2/18/24	Lincoln HS Choir, 75	Collegiate-level instruction, attend professional concert, etc	Los Angeles, CA	\$1600	N/A
3/22-4/3/24	Cleveland HS Mandarin, 22	Practice Mandarin skills, experience culture	Taiwan	\$537.50	N/A
3/25-3/30/24	Grant HS Baseball, 23	Baseball tournament	Phoenix, AZ	\$1500	N/A

RESOLUTION No. 6844

2024 Portland Public Schools Legislative Agenda

RECITALS

- A. The Oregon Legislature will convene for the 2024 Legislative Session from February 5, 2024 - March 10, 2024.
- B. The Portland Public Schools Board recognizes that political and legislative advocacy is essential for the District's ability to affect education public policy in the state of Oregon.
- C. The Portland Public Schools Legislative Agenda is aligned with the 2023-25 PPS budget, the District's mission and strategic plan, and the Board goals to eliminate student gaps in opportunities and outcomes.
- D. Portland Public Schools will advocate for funding to mitigate PPS budget cuts, to support summer learning programs statewide, to invest in the Prophet Center relocation, to support Regional Inclusive Services and Early Intervention/Early Childhood Special Education (EI/ECSE) programs, to strengthen Special Education services, to expand the youth Behavioral workforce, to build up climate resilient education infrastructure, and to scale up academic and enrichment programming statewide.
- E. The District will support the creation of a Youth Collaborative at the Oregon Department of Education that carves out space for youth voices in statewide decisions and policymaking.
- F. The District will support legislation to expand the Community Eligibility Program statewide.
- G. The Legislative Agenda was developed through consultation with district staff, board members, and other state-wide associations and partners.
- H. The Board of Education recognizes the need for the Legislature to urgently address Oregon's education funding challenges. The Legislature must revise the methodology used to calculate school districts' costs, respond to students' greater mental health and social emotional needs, fund the Quality Education Model, and take steps to improve student outcomes, specifically to reduce the unacceptable opportunity gaps between white students and underserved students of color. The Board will be advocating for additional education funding and ultimately transforming the statewide education funding system.

RESOLUTION

1. The Board adopts the 2024 Legislative Agenda as the formal position of the Board of Education for the 2024 Regular Legislative Session.

RESOLUTION No. 6855

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 Admin, Funding Source	Certified Business
Claims Compensation Bureau, LLC	2/21/24 through 6/30/25	Legal Services LS 94639	Claims filing and management services for class action recoveries in various food settlements. Total payment depends on litigation outcome. CCB fee is 30%. Direct Negotiation – Legal Services PPS-46-0525(13)	TBD	L. Large Fund 101 Dept. 5460	No
Claims Compensation Bureau, LLC	2/21/24 through 6/30/25	Legal Services LS 94640	Claims filing and management services for class action recoveries in various settlements. Total payment depends on litigation outcome. CCB fee is 30%. Direct Negotiation – Legal Services PPS-46-0525(13)	TBD	L. Large Fund 101 Dept. 5460	No
The Gartrell Group, Inc.	2/21/24 through 7/1/25	Digital Resource DR 94554	Support for District’s implementation of Safe Routes to School, Phases 2 & 3. Sole Source PPS-47-0275	\$150,960	D. Jung Fund 101 Dept. 5560	No

*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

NEW COOPERATIVE PURCHASING AGREEMENTS

Contractor	Contract Term, Renewal Options	Administering Contracting Agency	Description of Goods or Services	Estimated Spend During Contract Term	Responsible Administrator, Funding Source	Certified Business

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Oregon City School District	7/1/23 through 6/30/24	Intergovernmental Agreement IGA 94619	Columbia Regional Inclusive Services will partner to deliver regional services to eligible individuals with Autism Spectrum Disorder.	\$179,300	C. Proctor Fund 205 Dept. 5433 Grant G2308

Clackamas Education Service District	8/28/24 through 6/30/25	Intergovernmental Agreement IGA 94652	Heron Creek will provide educational slots for PPS students whose IEPs require a more restrictive placement.	\$271,239	C. Proctor Fund 101 Dept. 5414
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AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business
Ainsworth	2/21/24 through 3/31/26	Services S 89952 Amendment 1	HVAC systems support on an as-needed basis. This amendment adds funds to the contract. Special Class Procurement – Service or Repair of Products Under Warranty PPS-47-0288(28)	\$1,600,000 \$4,000,000	D. Jung Fund 101 Dept. 5592	No

New encumbered contracts: \$601,499

On-call, potential spend contracts: \$

Amendments: \$1,600,000

RESOLUTION No. 6856

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
Northwest Regional Education Service District (NWRES D)	7/1/23 through 6/30/25	Intergovernmental Agreement / Revenue IGA/R 94643	NWRES D will reimburse for approved expenses of Columbia Regional Inclusive Services Blind/Visually Impaired Program.	\$345,192	C. Proctor Funding Source Varies

AMENDMENTS TO EXISTING REVENUE CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
State of Oregon	7/1/17 through 6/30/25	Intergovernmental Agreement / Revenue IGA/R 64777 Amendment 7	Grant funding for Columbia Regional Inclusive Services program support for regionally eligible children.	\$20,331,887 \$87,987,095	C. Proctor Funding Source Varies

Resolution 6857

Resolution to Authorize a Lease Agreement with Portland Parks and Recreation for Grant High School Athletic Track and Fields

RECITALS

- A. The Portland Interscholastic League (PIL) has a more than 150-year history, with student athletes competing as a school district League and providing co-curricular and competitive sport opportunities for student athletes. Over 13,000 student athletes participated in a PIL sport in the 2022-2023 school year.
- B. In the early 2000s, a community initiative was launched that was known as Places for Sport and subsequently as the 10 Great Fields Project. The goal of the initiative was to ensure that every PPS high school had a high-quality turf field and track.
- C. The 10 Great Fields Project took 10 years to complete, and the majority of the \$16-17 million in fundraising came from parents, alumni, local businesses, local youth sport clubs and groups, and PPS. Nike made a substantial contribution and also retained a community fundraising consultant for more than three years to support community fundraising for the project. The City of Portland provided some financial assistance to the Grant Bowl, which is the home field for Grant High School.
- D. The Grant Bowl, owned by the City of Portland, has been the home field and track for practice and games for about 100 years, and they are used during the school year for PE classes.
- E. In August 2023, the City of Portland closed the Grant Bowl field to organized sports due to safety concerns, blocking the use of the field weeks before the start of the high school sports season.
- F. In September 2023 the Board of Education passed Resolution 6755 directing the Superintendent to identify financial and other resources to replace the Grant field and track, and called on the City of Portland to provide PPS with a long-term lease of the Grant Bowl.

RESOLVED

The Board of Education hereby authorizes the lease agreement with Portland Parks and Recreation for Grant High School athletic fields, attached hereto as Exhibit A.

Lease Agreement

This Lease made by and between the CITY OF PORTLAND, a municipal corporation of the State of Oregon, by and through its Bureau of Parks and Recreation, hereinafter "Lessor", and SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON (Portland Public Schools), hereinafter called "Lessee". Lessor and Lessee may be referred to herein individually as a "Party" and collectively as the "Parties".

In consideration of Lessee's installation at its sole cost of a new artificial turf in the Grant Bowl and the mutual covenants set forth in this Lease, and upon the terms and condition set forth in this Lease, Lessor grants to Lessee a Lease of the "Premises" described below. The primary purpose of the Lease is to allow Lessee's Grant High School students to use the Premises for athletic activities, while preserving public access and other historical community use, including, without limitation, public events and practices for all regional sports types, physical education classes, and recreational activities. Lessee shall primarily use the Premises for its students at Grant High School and its feeder schools, but the Premises may be used by other students from time to time, so long as the public use requirements set forth herein are not violated. In furtherance of the foregoing, Lessee is authorized to construct, operate, repair, and maintain athletic facilities on the Premises as Lessee determines is necessary to support Lessee's students. In consideration for the granting of the Lease, Lessee shall make available historic non-permitted public use of the Premises, and a minimum of 1,200 permittable hours annually for non-Lessee use, as further described within this Lease.

1. Premises

The Premises are located on the southern portion of an almost twenty (20) acre property tax lot R316213, commonly known today as Grant Park, located in Portland, Oregon. The Premises are depicted on Exhibit A hereto, which is incorporated herein by reference.

2. Term

The Initial Term of this Lease shall commence upon full execution by the Parties ("Effective Date") and continue for a Term of two hundred and forty (240) consecutive full months ("Expiration Date") unless sooner terminated under the provisions of this Lease.

- a) Subject to the last sentence of this Section 2, Lessee may renew the Lease (the "Renewal Options") for two (2) successive terms of one hundred and twenty (120) months each (the "Renewal Terms"). The Renewal Options shall be exercised by Lessee providing written notice to Lessor given not less than one-hundred-twenty (120) days prior to the last day of the then-current Term.
- b) The Renewal Terms shall be on the same terms and conditions set forth in this Lease. The Renewal Terms shall commence on the first day after expiration of the Initial Term.

Lessee's right to exercise the Renewal Options may be revoked or terminated and the Renewal Options shall become voidable if Lessee is in default beyond any applicable cure periods as defined in Section 27 below when it gives written notice of exercise of the Renewal Options or if any applicable defaults have not been fully cured prior to the commencement date of any successive Renewal Option term.

3. Consideration in Lieu of Rent Payments

- a) In addition to Lessee's installation at its sole cost of a new artificial turf in the Grant Bowl, the parties agree to public and permit-based access requirements in lieu of monetary compensation as described below:
 - i) Lessee shall make the Premises publicly available a minimum of 1,200 permittable hours annually to non-Lessee and non-Oregon School Activities Association user groups. As consistent with historical use, it is expected that most of the 1,200 hours will be on weekends and during summer when school is not in session. Lessee shall have the right to condition and control all permitted-use according to its published rules and collect and retain fees; however, the cost to the users must be substantially similar to Lessor's published rates/total permit costs for similar assets with artificial turf fields, as such rates and costs may increase over time. For guidance to Lessee in setting its fees, Lessor shall provide Lessee throughout the term of this Lease with a copy of Lessor's fee schedule for one or more of Lessor's artificial turf fields. For the avoidance of doubt, the parties agree that permit-based use of all or any portion of the lower field and of all or any portion of the upper athletic field (whether it is the portion of the upper field owned by Lessor or the portion owned by Lessee) shall be counted towards the 1,200 hour minimum. Commencing in the January 2025 calendar year, Lessee shall begin providing Lessor with an annual summary report outlining the prior year's accounting of permitted hours, including at a minimum: user's name, hours permitted, asset used, sport played, and total charges.
 - ii) Lessee will provide public access to the Premises, on a non-permit basis, during the hours of 5:00 AM - 10:00 PM, when not in conflict with Lessee's students' use or permitted-use, except in extraordinary circumstances as reasonably determined by Lessee; provided if such closure for extraordinary circumstances will extend longer than 15 days, Lessee will request approval from Lessor which shall not be unreasonably withheld or delayed. Use of the track area by the public during a non-ticketed event, other than a track & field meet, shall not constitute a conflict. Use of the upper field or rest of the Premises by the public during nonstudent use or nonpermitted use shall not constitute a conflict. Lessee will post accurate public hours on its school website and may install signs at entrances to the site and update as necessary to keep the public up to date regarding reduced hours of access. Lessee will endeavor to ensure that there are public hours available every day of the week for the track and lower field, except in extraordinary circumstances as described above.
 - iii) Lessee shall reimburse Lessor for its pro rata share of the cost of any utilities that currently serve or in the future may serve or be used at the Premises within 30 days of receiving an invoice from Lessor.

4. Absolute Triple-Net Lease

- a) Except as provided for otherwise herein, it is the intention and purpose of the Parties that this Lease shall be an "Absolute Triple-Net Lease" to Lessor. Lessee shall pay all costs or expenses, general and special, ordinary and extraordinary, foreseen and unforeseen and of every kind and nature whatsoever that may be directly related to Lessee's use and operation of the Premises during the entire Term or its extensions, other than costs and expenses arising from utilities

below the surface of the Premises that do not provide service to the Premises, which shall remain the responsibility of Lessor. Costs and expenses for which Lessee is responsible include, but are not limited to, current or future above grade or at grade, repairs, improvements, alterations, replacements, adjacent right-of-way improvements, sidewalks, pathways, landscaping, lighting, roof, exterior walls, gutters or downspouts, concealed plumbing, irrigation, mechanical equipment including heating or air conditioning, real property taxes and personal property taxes as provided in Section 5 below, any other governmental assessments, property damage and general liability insurance required by this Lease, above or at grade utilities (utilities shall be separated from Lessor's accounts by Lessee and Lessor or sub-metered as part of any major renovations as more particularly stated in Section 11 below), snow and ice removal, janitorial, trash/recycling removal, security monitoring, all contracted services, and below grade repairs and maintenance but only to the extent necessitated by actions of Lessee.

- b) Lessor shall remain responsible, at its sole cost (unless incurred as part of Lessee's site improvements), for all tree maintenance, pruning, removal, and planting, and Lessor shall provide written approval to Lessee as requested or required related to trees and new development within the Premises.

5. Taxes and Assessments

Pursuant to Section 4 of this Lease, Lessee shall pay real property taxes assessed and levied on the Premises within thirty (30) calendar days after Lessor invoices Lessee. As used herein, the term "real property taxes" shall not include business license fees, excise taxes, sales taxes, corporation taxes, income taxes, or any tax on personal property which may be imposed or assessed by any city, county, state, or federal government or any special district or agency, and those taxes remain the responsibility of Lessee. Lessee shall be solely responsible for the filing of any requested exemption of the real property taxes through the appropriate taxing jurisdiction.

6. Uses of Premises

- a) The Premises shall be operated, managed, and controlled by Lessee, in accordance with the provisions of this Lease. Lessee shall use the Premises as set forth in the unnumbered recital paragraph on page 1 of this Lease.
- b) Lessee currently has School District rules and during the Term of this Lease shall continue to have rules that prohibit the smoking of cigars, cigarettes, bidis, cigarillos, clove cigarettes, e-cigarettes, nicotine vaporizers, nicotine liquids, hookahs, kreteks, pipes, chew, snuff, smokeless tobacco, marijuana (whether recreational or medicinal) or any other substances or other smoking instruments within the Premises. Lessee shall use efforts as determined in Lessee's reasonable discretion to enforce such rules at the Premises that are consistent with the efforts Lessee generally uses at its owned-assets.
- c) In addition to any other prohibitions or limitations on Lessee's use of the Premises contained in this Lease, Lessee shall use efforts as determined in Lessee's reasonable discretion, which efforts shall be consistent with the efforts Lessee generally uses at its owned-assets, to not allow the following within the Premises at any time: i) use the Premises to be used in any illegal manner; ii) create or permit to be created any damage, nuisance or waste, including any continuing

objectionable noise, vibration or odor to be emitted or escape from the Premises, or cause defacement or injury of the Premises, including impairment of its strength or durability; iii) disturb, interfere or obstruct the rights of Lessor; iv) cause damage or injury to nearby properties or property owners; v) create or permit to be created any condition which would constitute a fire or environmental hazard, or be dangerous to persons or property; vi) permit the Premises to be used for lodging or sleeping purposes; vii) distribute, consume, sell or permit to be sold any alcoholic beverages or alcoholic liquors on the Premises excepting in accordance with the limitations of any state issued permit(s) or license(s); viii) distribute, consume, sell or permit to be sold any controlled substances; ix) install, affix or attach any trade fixtures on the Premises except with the prior written consent of Lessor, which shall not be unreasonably withheld ; x) store gasoline or other highly combustible materials on the Premises except in minimal quantities as necessary in the ordinary operation of Lessee's activities ; xi) permit the sale of any pornographic material in the Premises; xii) permit any cash, credit card, or coin-operated vending, novelty or gaming machines or equipment without the prior written consent of Lessor, which shall not be unreasonably withheld, or permit any gambling or social gaming; or xiii) permit the use of the Premises for a second-hand store, pawnshop, or for conducting auction, distress or fire sale, or bankruptcy or going-out-of-business sale or the like.

7. Hazardous Substances

- a) The term "Hazardous Substances", as used in this Lease, shall mean any hazardous, toxic, infectious, or radioactive substance, waste or material as defined or listed by any Environmental Law except for immaterial quantities of substances customarily and prudently used in the cleaning and maintenance of the Premises in accordance with any applicable law. The term "Environmental Law" shall mean any federal, state, or local statute, regulation, rule, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment.
- b) Lessee shall, at Lessee's own expense, comply with all Environmental Laws applicable to Lessee's use of the Premises. During the Term of this Lease, Lessee shall not cause or permit to occur: i) any violation of Environmental Laws, in, above, under, from or affecting the Premises, or arising from Lessee's use or occupancy of the Premises, including, but not limited to, soil, groundwater, indoor air or outdoor air quality conditions; or ii) the use, generation, release, manufacture, refining, production, handling, processing, storage or disposal of any Hazardous Substance in, above, under, from or affecting the Premises, or the transportation to or from the Premises of any Hazardous Substance, except in minimal quantities as necessary in the ordinary operation of Lessee's activities, without Lessor's prior written approval, by Lessee or its employees, agents, or contractors.
- c) Lessee shall immediately notify Lessor in writing if it becomes aware of: i) any material spill, discharge or release of any Hazardous Substance in, on, or about the Premises, whether or not the release is in quantities that would legally require reporting to a regulatory agency and any spill, discharge or release that must be reported to a regulatory agency; and, ii) any inquiry, investigation, enforcement action, notice of potential violation or other action that is instituted or threatened against Lessee that relates to the spill, release or discharge or Hazardous Substances in, above, under, from or affecting the Premises.

- d) Lessee shall, at Lessee's own expense, make all submissions to, provide all information required by, and comply with all requirements of all regulatory authorities related to Lessee's use or occupancy of the Premises. Should any regulatory authority or any third party with legal jurisdiction require that a clean-up plan be prepared and that a clean-up be undertaken because of any release of Hazardous Substances that occurs as a result of Lessee's Use or occupancy of the Premises, Lessee shall, at Lessee's own expense, prepare and implement the required plans and provide all financial assurances in accordance with applicable requirements.
- e) Lessee shall promptly provide all information in its possession regarding the use, generation, storage, transportation, release, manufacture, refining, production, handling, processing, or disposal of Hazardous Substances in, on, or about the Premises that is requested by Lessor.

8. Fire Prevention

Lessee shall not use the Premises in any manner that causes the fire insurance rate on the property to be increased over that normally applicable to the activities to be conducted at the Premises or that would prevent Lessor from taking advantage of any ruling of the Insurance Services Offices of Oregon, or its successors, which could allow Lessor to obtain reduced premium rates for long term fire insurance policies, given the activities to be conducted by Lessee at the Premises. Lessee shall take commercially reasonable steps to prevent and control fire on the Premises and shall comply with any rules and regulations set forth by the Fire Marshal applicable to Lessee's use or occupancy of the Premises other than any requirement to alter or improve the Premises. Lessee shall promptly pay for any fire inspection or re-inspection fee assessed to the Premises and make all corrections as ordered by the Fire Marshal. All paints oils and other flammable materials shall be stored in suitably protected compartments in accordance with rules and regulations as set forth by the Fire Marshal.

9. Overloading of Structures

Lessee shall not overload current or future structures on the Premises so as to cause any undue or serious stress or strain to the property, or any part thereof. Lessor shall have the right, at any time, to call upon any competent engineer or architect whom Lessor may choose, to decide whether or not overloading of the Premises has occurred.

10. Signs and Attachments

Lessee may install signs and shall designate hours on its website that accurately and clearly state when the Premises are available for public use. Lessee shall not place signage or attachment in or on the Premises including the exterior, windows, or doors, other than to identify Lessee and the nature of Lessee's operations, without Lessor's advance written consent. Lessor may refuse consent to any proposed permanent signage or attachment that is in Lessor's reasonable opinion inconsistent with or inappropriate to the Premises. Lessor will not unreasonably refuse consent to any proposed sign. If Lessor approves a sign or attachment, Lessee is required to comply with applicable laws regulating signs, including the Sign Code under Portland City Code Title 32. Lessee is solely responsible for costs for installation, maintenance, removal and repair of damage related to an authorized Lessee signage. Authorized signage shall be kept in good and safe condition by Lessee. Lessee shall seek Lessor consent prior to altering or substituting any authorized signage. Lessor shall not unreasonably withhold approval

of the Lessee's request to install a signage of a temporary nature to the Premises, provided that such signage complies with all applicable laws and City policies and Code.

11. Acceptance of Premises

Lessee has examined the Premises and accept them in "as is" condition. No representations or warranties as to the condition of the Premises have been made by Lessor or its officers, agents or employees. Lessee is responsible for determining whether Lessee's proposed use of Premises conforms to applicable zoning or building codes. Lessor shall have no liability to Lessee for any damage or injury caused by the condition of the Premises or for any latent defect in the Premises. All furnishings, appliances, fixtures, improvements, surface coverings, decoration and other contents of the Premises shall be provided by Lessee at its own expense, as Lessee determines necessary. Lessee accepts use of the Premises subject to any and all existing easements, pipelines, telephone, telegraph, communication, power and signal lines or any other similar facilities, together with any future installations thereof approved by Lessee, which approval shall not be unreasonably withheld; provided that Lessor will defend Lessee's right to quiet enjoyment of the Premises from all third-party claims during this Lease Term. Lessee and Lessor will reasonably cooperate to collectively or individually decouple any utilities located within (including below grade utilities) or servicing the Premises and relocate them respectively either on or off the Premises as a part of the budget for any major renovation projects.

12. [Intentionally omitted]

13. Lessee Improvements, Alterations and Additions

In addition to the Special Conditions for Construction to Lease Agreement specified in Exhibit B attached and incorporated hereto, the parties agree:

- a) All work performed to the Premises shall be done in strict compliance with all applicable ADA, building, fire, sanitary and safety codes, and other applicable laws, statutes, regulations, and ordinances. Prior to the commencement of any work other than for ordinary maintenance and repairs under \$50,000, Lessee shall obtain Lessor's written consent which shall not be unreasonably withheld, to all of the following: Lessee's plans, specifications and work drawings detailing the alteration, construction or changes to the Premises proposed by Lessee; Lessee's estimated costs; and, the names of Lessee's general contractors and major subcontractors, along with copies of contractors/subcontractors' certificates of insurance and bonding. As required by law, Lessee shall apply for permits and submit permit plans to the City of Portland's Bureau of Development Services or other appropriate City bureaus, or government agency with permitting responsibility, within ten (10) days of obtaining Lessor's written consent to Lessee's plans and specifications. All Lessee improvement plans for construction, alteration or changes to the structural components of any building constructed in the future shall be signed and sealed by an architect or engineer licensed by the State of Oregon. Lessee shall provide Lessor with proof of required valid permits prior to commencement of any work and proof of inspection approval after work completion. The City of Portland's Bureau of Development Services or other appropriate City bureaus shall be considered separate regulating or permitting bodies from Lessor.
- b) Lessor's written consent and approval of proposed or constructed Lessee improvements shall create no responsibility or liability on the part of Lessor for design completeness, sufficiency, or

compliance with all laws, rules and regulations of governmental agencies or authorities, and shall not be construed as Lessor's warranty or approval of the adequacy, competence, experience, bonding or licensure of any contractors/subcontractors or the quality of the work that may be performed by these persons. Lessee remains wholly responsible for non-compliance and defects in any work performed by Lessee's contractors/subcontractors.

- c) All work performed by Lessee shall be carried forward expeditiously and be completed within a reasonable time. All work shall be completed in a good workmanlike manner. Lessor or Lessor's employees or agents shall have the right at all reasonable times, upon prior reasonable notice, to inspect the quality and progress of the work. Lessee shall provide Lessor all construction drawings if related to construction, alteration, or changes to the structural components of any building (inclusive of architectural, structural, mechanical, and electrical drawings) on computer disks in format readable by AutoCAD 2008 (or the appropriate version utilized by the City), at completion of Lessee's construction.
- d) Upon the expiration or termination of this Lease, Lessee shall remove from the Premises all of Lessee's non-fixture personal property, improvements or other property installed by or on behalf of Lessee that Lessor requires Lessee to remove. Lessee shall promptly repair any damage to Lessor's property caused by such removal and restore the area to the condition the area was in prior to installation or property improvement in question. If Lessee fails to remove its personal property or property improvements, Lessor may at its discretion keep or use some or all of the property as Lessor's own without any compensation due to Lessee, or elect to remove, store and sell some or all of the personal property in accordance with applicable law, and at Lessee's expense. Notwithstanding the foregoing, the Parties agree that Lessee shall not be required to remove upon expiration or termination of this Lease any fixtures (whether characterized as trade fixtures or ordinary fixtures) or other improvements installed by Lessee that are consistent with an athletic facility and that Lessor approved in writing at the time of installation or for which this Lease did not require Lessor's approval, including without limitation the artificial turf being installed on the lower field and the track encircling such field.
- e) Lessee agrees to replace the artificial turf on the lower field and the track encircling such field within a reasonable period of time after the commencement of this Lease, and Lessor hereby consents to such replacement as long as such work is substantially similar to the current layout. Lessee shall maintain the track and fields within Premises in a safe and usable manner during the entire term of this Lease, as a failure to do so would invalidate the reasons precipitating this Lease and the stated value proposition with respect to overall public benefit. .

14. Building Alteration and Repair Required by Governmental Authority

In the event Lessor, during the Term of this Lease, shall be required by the City of Portland, the order or decree of any court, or any other governmental authority to repair, alter, remove, reconstruct, or improve any part of the Premises, then, pursuant to Section 4 of this Lease, the repairing, alteration, removal, reconstruction or improvement may be made by and at the expense of Lessee without any interference or claim for damages by Lessee. Whether or not ordered to do so by a governmental authority, Lessor and Lessor's agents and employees shall have the right from time to time during the Term of this Lease to enter into and upon the Premises with reasonable notice to Lessee, except in emergency circumstances, and recognizing Lessee's right to accompany such agents and employees, for the purpose of inspecting

such alterations and repairs and other things to the Premises or its equipment as may become necessary or advisable, without any interference from or claim for damages by Lessee. Notwithstanding any provisions herein, Lessor shall not be required to make any repair required by a Governmental Authority which it reasonably deems to be uneconomic. In the event Lessor determines that a repair shall not be made, it shall notify Lessee, whose sole remedy shall be to make such repair at its own expense or to terminate this Lease. Lessor shall provide Lessee with the same advance notice to make the repair as the notice received by Lessor from the governmental authority. Notwithstanding the foregoing, to the extent Section 35(m) of this Lease pertaining to the Americans with Disabilities Act conflicts with the terms of this Section 14, said Section 35(m) shall control.

15. Maintenance and Repair

Pursuant to Section 4 of this Lease, Lessee shall bear all expenses associated with maintaining and repairing the Premises in a good and safe condition, and Lessor shall have no obligation or responsibility for any maintenance and repairs to the Premises. Lessee acknowledges that there are overlapping utilities within the Premises, and until such a time that the Lessee can separate, submeter, or isolate utilities within the Premises, Lessor shall have the right to enter the Premises to make repairs as needed with appropriate notice. Lessor shall have no obligation to repair or maintain any systems within the Premises that solely serve Lessee. Lessee and Lessor shall coordinate any repairs on joint systems in a manner that has the least impact on both Parties.

16. Security Measures

Lessor shall have no obligation to provide security service or to adopt security measures regarding the Premises. Lessee may install, at its sole cost, a security system within or around the Premises (approved cameras shall be positioned such that they point away from the Park), including fencing, with Lessor's prior written consent, which shall not be unreasonably withheld and in no event will be withheld so long as such fencing is comparable to the fencing in place on the upper field as of the Effective Date; provided that any fencing shall not unreasonably limit public access to the Premises, except for temporary fencing needed for extraordinary security reasons as determined by Lessee in its reasonable discretion. Said temporary fencing for extraordinary security reasons shall not require Lessor's prior approval. Lessee shall provide Lessor with an access code or key to any security system at the time of installation. Lessee is granted authority to enforce its own rules on the Premises and will be solely responsible for all security and enforcement of such rules at the Premises at all times and all days. The extent and type of security provided for the Premises by Lessee shall be determined by Lessee and in accordance with this Lease.

17. Liens

Lessee shall keep the Premises free from all liens, including mechanics' liens, arising from any act or omission of Lessee or those claiming under Lessee. Lessee shall pay as due all claims for work done, for services rendered or material furnished to the Premises at its request. If Lessee fails to pay any claims or to discharge any lien, Lessor may discharge the lien and collect all costs of discharge, including its reasonable attorney's fees, as Additional Fees. Assessment of Additional Fees by Lessor shall not constitute a waiver of any right or remedy Lessor may have on account of Lessee's default. Lessee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within ten (10) days after notice of filing, provide Lessor with an executed copy of a discharge of the lien,

or deposit with Lessor cash or a sufficient corporate surety bond or other security satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney's fees or other charges that could accrue as a result of any action arising from the lien.

18. Light and Air

This Lease does not grant any rights of access to light or air over any part of the real property in which the Premises are located. Lessor has no liability for interference with light and air.

19. Eminent Domain

A Party receiving any notice from a condemning authority of a proposed taking or action related to condemnation affecting the Premises or any portion thereof shall promptly give the other Party notice. If all or a portion of the Premises is taken by a condemning authority, by exercise of that right or by sale or purchase in lieu of condemnation, whether the taking be a direct physical taking or an indirect taking compensable by way of severance damages or the like, Lessor shall be entitled to all of the proceeds of the taking and Lessee shall have no claim against Lessor as a result of the taking. At Lessor's sole determination, if the Premises remaining after the taking are sufficient for practical operation of Lessee's activities, Lessor shall proceed as soon as reasonably possible to make necessary repairs to cause the Premises to be comparable to that existing prior to the taking. Lessee's consideration in lieu of rent shall be reduced to the extent of the reduction in area of the Premises on account of the portion physically taken. Lessor agrees not to file any condemnation action against the Premises during the term of this Lease for the purpose of using the Premises for a park or recreational facility or activities.

20. Indemnification

- a) Lessor shall indemnify, defend, and hold harmless Lessee and its officers, agents, and employees from any and all liability, damages, expenses, attorney fees, causes of actions, suites, claims or judgments, arising out of the connected with (i) any failure of the Lessor to comply with the terms of this Agreement, or any violation of law or ordinance, and (ii) the acts or omissions of Lessor, its officers, directors, agents and employees or invitees, provided, however, the Lessor shall not be liable for claims to the extent caused by the negligence or otherwise wrongful willful acts or omissions of the Lessee, its officers, directors, agents and employees. Additionally, the foregoing agreement to indemnify is subject to the liability limitations imposed in favor of Lessor under the Oregon Constitution and the Oregon Tort Claims Act. Except for expense or liability attributable to the negligence of Lessee, Lessor shall, at Lessor's cost and expense, defend any and all claims, demands, actions or suits which may be brought against Lessor or Lessee or Lessee's officers, agents or employees, either alone or in conjunction with others upon any such above mentioned cause or claim, and shall satisfy, pay and discharge any and all judgments, including attorney fees and costs, that may be recovered against Lessor or Lessee or Lessee's officers, agents, and employees, in any such action or actions in which they may be party defendants.
- b) Lessee shall indemnify, defend, and hold harmless Lessor and Lessor's officers, agents and employees from any and all liability, damage, expenses, attorney's fees, causes of actions, suits,

claims or judgments, arising out of or connected with (i) Lessee's use, occupancy, management, permitting, or control of the Premises, (ii) any failure of Lessee to comply with the terms of this Lease or any violation of law or ordinance and (iii) the acts or omission of Lessee, its agents, officers, directors, employees or invitees. However, Lessee shall not be liable for claims to the extent caused by the negligence or otherwise wrongful willful acts or omissions of Lessor, its officers, agents or employees. Additionally, the foregoing agreement to indemnify is subject to the liability limitations imposed in favor of Lessee under the Oregon Constitution and the Oregon Tort Claims Act. Except for expense or liability attributable to the negligence of Lessor, Lessee shall, at Lessee's cost and expense, defend any and all claims, demands, actions or suits which may be brought against Lessee or Lessor or Lessor's officers, agents or employees, either alone or in conjunction with others upon any such above mentioned cause or claim, and shall satisfy, pay and discharge any and all judgments, including attorney fees and costs, that may be recovered against Lessee or Lessor or Lessor's officers, agents, and employees, in any such action or actions in which they may be party defendants.

- c) Lessor and its officers, agents and employees shall not be liable for any injury to the goods, stock, merchandise or any other property of Lessee or to any person in or upon the Premises including, but not limited to, damage by fire, explosion, steam, gas, electricity, water or rain which may leak from any part of the Premises or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, or collapse of the Premises or any portion thereof, or any other cause, except to the extent due to the negligence of Lessor or its officers, agents, and employees.
- d) If Lessee is notified or becomes aware of any serious personal injury on the Premises, Lessee shall give Lessor prompt written notice thereof. As a material part of the consideration to Lessor, Lessee assumes all risk of damage to Lessee's property or injury to persons, in, upon or about the indoor portion of the Premises at all times during Lessee's hours of operation, except to the extent caused by Lessor's negligence, and Lessee otherwise waives all claims in respect thereof against Lessor.
- e) Lessee shall indemnify, defend and hold Lessor harmless from any claims, judgments, damages, penalties, fines, costs, liabilities of losses (including without limitation, diminution in value of the Premises) which arise during or after this Lease Term as a result of environmental contamination as a result of the acts or omissions of Lessee, its employees or agents. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any environmental cleanup, remedial, removal or restoration work in response to hazardous substances, hazardous materials, pollutants, toxics or regulated environmental contaminants of any kind as a direct or indirect result of Lessee's activities. Lessee shall promptly take all action at its sole expense as are necessary to return the Premises to the condition existing prior to the release of contaminants. Except for immediate initial response actions necessary to protect human health and the environment from substantial imminent harm, Lessee shall obtain Lessor's approval of all such response action which approval shall not be unreasonably withheld. This environmental indemnity shall survive the expiration or earlier termination of this Lease.
- f) Lessee shall have control of the defense and settlement of any claims under Section 20(a) and Lessor shall have control of the defense and settlement of any claims under Section 20(b).

However, the indemnifying-party and any attorney engaged by such party shall not defend the claim in the name of the indemnified-party, nor purport to act as legal representative of the indemnified-party, without first receiving from the indemnified-party's attorney (City Attorney or School District general counsel) the authority to act as legal counsel for the indemnified-party, and the indemnifying-party shall not settle any claim on behalf of the indemnified-party that includes any settlement obligations other than the payment of money without the approval of the indemnified party's attorney, which approval shall not be unreasonably withheld. Notwithstanding an indemnifying-party's obligation to indemnify, defend and hold harmless an indemnified-party, the indemnified-party may at its election assume its own defense if the indemnified-party reasonably determines that the indemnifying-party is prohibited from defending the indemnified-party or is not adequately defending indemnified-party's interest, or determines that an important governmental or educational principle is at issue and the indemnified-party desires to assume its own defense.

21. Property Damage and General Liability Insurance

- a) During the Initial Term of this Lease and any extensions thereafter, Lessee, at its sole expense, shall maintain a commercial general liability and property damage insurance policy for the Premises or approved equivalent policy covering amounts in excess of Lessee's self-insured retention, including automobile liability, professional liability, abuse and molestation liability and additional insured endorsements for fire legal liability, child care liability and child abuse liability, that protects Lessee and Lessor and Lessor's officers, agents and employees as additional insureds from any and all risks, claims, demands, actions, and suits for damage to property including without limitation cracking or breaking of glass or personal injury, including bodily and death, arising directly or indirectly from Lessee's activities or any condition of the Premises. Bodily injury shall include emotional distress, humiliation, shock or fright, mental injury and corporal punishment. The insurance shall protect Lessee against the claims of Lessor on account of the obligations assumed by Lessee under this Lease and shall protect Lessor and Lessee against claims of third persons. The insurance together with Lessee's self-insurance shall provide coverage for not less than \$2,000,000 per each occurrence. Lessor reserves the right to require additional insurance coverage (including self-insurance) as required by statutory or legal changes to the maximum liability that may be imposed on municipalities of the State of Oregon during the term of this Lease. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds Lessor and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. Lessee's coverage shall be primary and non-contributory with any other insurance. The coverage shall apply as to claims between insured on the policy. The insurance shall provide that the insurance shall not terminate or be cancelled without thirty (30) days' written notice first being given to Lessor. If the insurance is cancelled or terminated prior to termination of this Lease, Lessee shall provide a new policy with the same terms. Lessee agrees to maintain continuous, uninterrupted coverage (including self-insurance) for the duration of this Lease. The automobile insurance shall include coverage for any damages or injuries arising

out of the use of automobiles or other motor vehicles by the Lessee at the Premises and in its operations. Lessee shall also obtain insurance coverage for business interruption.

- b) Lessee shall maintain on file with Lessor a certificate of insurance, including relevant endorsements, certifying the coverage required by this Section. The adequacy of the insurance shall be subject to the reasonable approval of the City Attorney. Failure to maintain active insurance coverage in an acceptable amount shall be an Event of Default as defined in Section 27, unless cured with the time periods stated therein.
- c) Lessee and Lessor acknowledge that Lessor and Lessee are each self-insured (at least in part) and that Lessor and Lessee are not obligated to obtain any insurance policy otherwise required under this Lease so long as adequate self-insurance in lieu of such policy is in place.

22. Waiver of Subrogation

- a) Lessor and Lessee each agree to waive claims arising in any manner in favor of either Lessor or Lessee and against the other for loss or damage to their property located within or constituting a part or all of the Premises to the extent the loss or damage is covered by liability or property insurance the Party is required to carry under this Lease or liability or property insurance the Party does carry. The waiver also applies to Lessee's directors, officers, employees, and agents and to Lessor's officers, agents and employees. The waiver does not apply to claims arising from the willful misconduct of Lessor or Lessee.
- b) If Lessee is unable, despite its best efforts, to find an insurance company that will issue a policy containing a waiver meeting the requirements of this Section at reasonable commercial rates, then it shall give Lessor written notice within thirty (30) days after the commencement date of this Lease. Upon the date of issuance of such notice, both Parties shall be released from their obligation of waiver of subrogation.

23. Workers' Compensation Insurance

Lessee shall comply with the workers' compensation law, ORS Chapter 656, and as it may be amended from time to time. Unless Lessee demonstrates to the satisfaction of Lessor that Lessee is exempted from workers' compensation insurance requirements, Lessee shall maintain coverage for all subject workers and provide to Lessor proof of valid workers' compensation insurance or adequate self-insurance covering the entirety of this Lease Term.

24. Assignment and Subletting

- a) Lessee shall not assign, mortgage, sublet, pledge or transfer this Lease or any interest therein or in any way part with possession of all or any part of the Premises, or permit or license the use or occupancy by any other person, other than through Lessee's Civic Use of Buildings rules or other School District rules and in compliance with the terms of this Lease which shall supersede District rules, without Lessor's prior consent, which will not be unreasonably withheld. Any assignment, subletting, transferring, occupation or use by any other person without the prior written consent

of Lessor shall be void and shall be an Event of Default as defined in Section 27, unless cured with the time periods stated therein.

- b) This Lease shall not be assigned by operation of law unless: i) Lessee, its receiver or trustee or proposed assignee provides Lessor with notice of proposed assignment at least sixty (60) days prior to effective date of such assignment by operation of law; ii) Lessee, its receiver or trustee or proposed assignee demonstrates to Lessor that the proposed assignee has the same or better capability and stability than Lessee; and iii) Lessee, its receiver or trustee or proposed assignee cures all Lease defaults, or provides adequate assurances of prompt cure if such is permitted by law, prior to effective date of such assignment by operation of law.
- c) If Lessee proposes a subletting, assignment, transfer, occupation or use that is restricted by this Lease, Lessor shall have the option of terminating this Lease and dealing directly with the proposed sub-lessee or assignee, or any third party.
- d) In the event of merger, acquisition or consolidation of Lessee with any parent, subsidiary, successor or affiliated corporation, limited liability company or partnership, the resulting corporate entity shall be deemed Lessee and not a third party requiring Lessor consent only if: Lessee and/or the resulting corporate entity notify Lessor of the change in corporate identity or status within five (5) business days; the resulting corporate entity agrees to assume of all Lessee liability and responsibilities under this Lease; the resulting corporate entity has the same or better financial capability and stability to assume Lessee liability and responsibilities; and the resulting corporate entity executes documents acknowledging the corporate change and assumption of responsibility as may be requested by Lessor. Change of Lessee's corporate status arising from administrative dissolution shall be deemed a transfer for the purposes of this Section.
- e) The covenants and conditions contained in this Lease apply to and bind the heirs, successors, executors, administrators and assigns of the Parties.

25. Sale by Lessor

- (a) In the event of sale of the Premises by Lessor, Lessor shall be entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of the sale. The purchaser shall be deemed, without any further agreement between the Parties and any such purchaser, to have assumed and to have agreed to carry out any and all of the covenants and obligations of Lessor under this Lease.
- (b) If Lessor decides to sell the Premises (after consideration of City policies and obtaining any required exceptions from City Council), Lessor shall not sell or convey the Premises without first offering to sell the Premises to Lessee for its fair market value, which shall be determined by a certified MAI appraiser.

26. Entry by Lessor

- a) Lessor shall have the right to enter the Premises upon reasonable notice to Lessee and recognizing Lessee's right to accompany such inspection: i) to inspect its conditions; ii) to submit the Premises to prospective purchasers or Lessees.
- b) If Lessee fails to maintain the Premises in a clean and orderly fashion, Lessor may give notice to Lessee of such failure. If Lessee fails to cure the failure within the time period stated in Section 27(a)(ii), Lessor may enter the Premises to rectify the condition and to restore the Premises to the condition, use and appearance that existed at the time this Lease was executed, reasonable wear and tear excepted.
- c) Lessor shall have the right to use any and all means which Lessor may deem proper to open the doors of the Premises in an emergency, in order to obtain entry to the Premises, without liability to Lessee.
- d) Any entry to the Premises obtained by Lessor shall not under any circumstances be construed or deemed to be forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Lessee from the Premises or any portion thereof.
- e) Notwithstanding anything in this Lease to the contrary, any entry by Lessor in, on, or about the Premises, including any inspection, or entry for repairs, alterations, or improvements, must be done in a manner to minimize interference with Lessee's operations on the Premises. Any entry by Lessor in the Premises must be done with Lessee's representative present. Notwithstanding anything in this Lease to the contrary, Lessor is solely responsible for all damage caused to Lessee's property as a result of the acts or omissions of Lessor or its employees, agents, contractors, and invitees, in, on, or about the Premises.

27. Default by Lessee

- a) Any one or more of the following shall be an "Event of Default":
 - i) Failure of Lessee to comply with any term or condition or to perform any obligations of this Lease, including without limitation Lessee's commitments in Section 3 to be performed in lieu of the payment of rent, within thirty (30) days after written notice by Lessor specifying the failure with reasonable particularity. If the failure is of such nature that it cannot be completely remedied within a thirty (30) day period, then Lessee shall commence cure within the thirty (30) day period, notify Lessor of Lessee's steps for cure and estimate time table for full correction of the failure, and proceed with reasonable diligence and in good faith to correct the failure as soon as practical and to completion.
 - ii) Permanent cessation by Lessee of operating Grant High School as a public school.
 - iii) The abandonment of the Premises by Lessee.
 - iv) An insolvency, receivership or bankruptcy proceeding is filed by or against Lessee to declare Lessee insolvent or bankrupt, or to seek a plan of reorganization or arrangement by Lessee or with its creditors, unless such petition is withdrawn or dismissed within thirty (30) days after the date of its filing.

- v) Appointment of receiver or trustee for the operations or property of Lessee, unless such appointment is vacated within ten (10) days of its entry.
 - vi) Lessee makes an assignment of Lessee's property for the benefit of its creditors, or if in any other manner Lessee's interest in this Lease is passed to another person by operation of law.
 - vii) If Lessee admits in writing Lessee's inability to meet Lessee's debts as they mature.
- b) Upon filing of a petition under the Federal Bankruptcy Code (Title 11 United States Code, as may be amended or supplemented):
- i) Lessee or Lessee's trustee shall perform promptly and fully each and every obligation of Lessee under this Lease until such time as this Lease is either rejected or assumed by order of the bankruptcy court or pursuant to the Bankruptcy Code. Acceptance of any performance does not constitute waiver or relinquishment of Lessor's rights under the Lease or the law.
 - ii) In the event Lessee or Lessee's trustee elects to reject this Lease or where this Lease is deemed rejected pursuant to the Bankruptcy Code, then Lessor shall immediately be entitled to possession of the Premises without further obligation to Lessee or the trustee.
 - iii) In the event Lessee or Lessee's trustee elects to assume and/or to assign this Lease pursuant to the Bankruptcy Code, in addition to any other requirement imposed upon Lessee, Lessee shall: within ten (10) days from the date of assumption, cure of all Lease defaults and compensate Lessor for any actual pecuniary loss that may have resulted from Lessee's defaults, or provide adequate assurances of cure and compensation; and adequate assurances of future performance of all Lessee obligations under the Lease. PPR and Lessee acknowledge such conditions are commercially reasonable.
 - iv) If Lessee or Lessee's trustee has assumed this Lease and elects to assign Lessee's interest under this Lease to any other person, such interest may be assigned only if the intended assignee has provided adequate assurance of future performance of all of Lessee's obligations under this Lease, and executes and delivers to Lessor an instrument by which the assignee assumes all obligations of the Lease from and after the date of assignment.
 - v) "Adequate assurance of future performance" means that Lessor has ascertained that each of the following conditions has been satisfied: (1) the assignee and its guarantor (if any) document by current financial statements, certified by the chief financial officer(s), or similar financial documents showing a net worth and working capital in amounts at least equal to Lessee's and its guarantor's as of the time the Lessee became the Lessee under this Lease so as to assure future performance by the assignee of all Lease obligations; (2) the assumption or assignment will not breach any use, confidentiality or exclusivity provisions in this Lease; and, (3) Lessor has obtained consents or waivers from any third parties that may be required under a Lease, mortgage, financing arrangement or other agreement by which Lessor is bound, to enable Lessor to permit such assignment.

28. Remedies on Default by Lessee

- (a) Upon occurrence of an Event of Default, Lessor may: i) elect to terminate this Lease and Lessee's right to use of the Premises by notice to Lessee; ii) exercise its right to cure any non-monetary default and recover the cost of such cure from Lessee; iii) re-enter, take possession of the Premises and remove any persons or property by legal action or self-help, with the use of reasonable force and without liability for damages; or iv) exercise any legal or equitable right or remedy it may have. Lessor's remedies in this Section shall not be exclusive but shall be in addition to all other remedies and rights provided under applicable law, and no election to pursue one remedy shall preclude resort to another consistent remedy. Lessee's liability to Lessor for default shall survive termination of this Lease. If termination of this Lease is stayed by the order of the bankruptcy court, then Lessor shall have the right to terminate this Lease and Lessee shall vacate the Premises following the expiration of such stay or the failure of Lessee or its bankruptcy trustee to assume this Lease within the time prescribed for assumption or as may be allowed by an order of the court.
- a) Following re-entry by Lessor due to termination, Lessor may re-let the Premises. Lessor may alter, refurbish or change the character or use of the Premises in connection with any re-letting. Re-letting by Lessor following Lessee's default shall not be construed as an acceptance or a surrender of the Premises. Lessor shall have a security interest in Lessee's property on the Premises at the time of re-entry to secure all sums owed or to become owing Lessor under this Lease. Perfection of such security interest shall be taking possession of the property or otherwise as provided by law.

29. Surrender Upon Termination

- a) Upon expiration or termination of the Lease, Lessee shall deliver all keys to Lessor and surrender the Premises to Lessor in a condition consistent with its condition as of the commencement of this Lease. Lessee does not need to restore the Premises due to depreciation and wear from ordinary use for the purposes for which the Premises were let. Any repair that Lessee is required to make in the Lease shall be completed prior to surrender.
- b) Except for Lessee's trade fixtures, all fixtures placed upon the Premises shall become the property of Lessor. Subject to Section 13(d) of this Lease, if Lessee fails to remove fixtures or make repairs, Lessor may do so and charge the cost to Lessee together with interest and late charges as provided by this Lease from the date of the expenditure.
- c) Subject to Section 13(d) of this Lease, Lessee shall remove all furnishings, furniture and trade fixtures that remain the property of Lessee. Failure to remove all Lessee's property shall constitute a failure to vacate and surrender Premises. Property not removed shall be deemed abandoned property and of inconsequential value, and Lessee shall have no further rights therein except as provide below. Lessor may elect to: i) retain or dispose of the abandoned property as Lessor sees fit; or ii) perfect and foreclose Lessor's lien for damages, including expenses for removal and storage of Lessee's property, under ORS 87.162 et seq. If Lessee fails to vacate and surrender the Premises, Lessor may take legal action to eject Lessee from the Premises. Lessee shall be responsible for all actual damages (but not consequential damages) to Lessor as a result

of Lessee's failure to surrender and vacate the Premises in accordance with this Lease. This clause shall survive the termination of this Lease.

- d) Right to quiet enjoyment and Lessor's obligations to Lessee under this Lease are not applicable to a holdover Lessee.
- e) Lessee shall have the right to terminate this Lease upon 6 months' written notice to Lessor.
- f) Upon execution of this Agreement by the Parties, that certain Agreement for the Joint Use of Portland Public Schools and Portland Parks & Recreation Athletic Facilities between the Parties, dated May 25, 2022 (the "Joint Use Agreement") shall be deemed to have been amended to exclude the Premises from the scope of the Joint Use Agreement for so long as this Lease is in effect. Upon expiration or termination of this Lease, the Parties shall enter into good faith negotiations designed to continue shared use of the Premises.

30. Holding Over

Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. If Lessee holds over, Lessor has all the rights and remedies available to a Lessor against a holdover Lessee. Lessor may impose on a holdover Lessee a term of month-to-month. Lessor shall not be required to perform any work, furnish any materials or make any repairs to the Premises or Property during the holdover period. The holdover tenancy may be terminated by Lessor at will at any time. In the event of holdover beyond June 30th of any year, the holdover Lessee shall be responsible for payment of real property taxes for the entire year without proration. Lessee waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

32. Default by Lessor; Remedies

Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time. Lessor agrees to perform its obligations within thirty (30) days after receiving written notice from Lessee specifying where and how Lessor has failed to perform its obligations. If the nature of Lessor's obligations is such that more than thirty (30) days are required for performance, then Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

33. Inability to Perform

Neither Party shall be deemed in default for the non-performance or for any interruption or delay in performance of any of the terms, covenants and conditions of this Lease if due to any labor dispute, strike, lockout, civil commotion or operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain labor, services or materials, or through act of God or other causes beyond the reasonable control of such Party, providing such cause is not due to such Party's willful act or neglect.

34. Dispute Resolution

If a dispute arises concerning this Lease, Lessor and Lessee agree that the dispute shall initially be submitted to mediation. The mediator will be selected by mutual agreement and will be compensated equally by both Parties. If the Parties fail to agree on a mediator within ten days of notice by either Party of a request for mediation, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for the County of Multnomah upon the request of either Party. Any dispute under this Lease submitted to mediation that is not resolved within ninety (90) days of the appointment of the mediator (or such longer period if the Parties so agree) shall be resolved by any court sitting in Multnomah County Oregon having proper jurisdiction.

35. General Provisions

- a) Every covenant in this Lease will be construed to be material, whether or not the covenant expressly provides. No right or remedy or election provided by this Lease shall be deemed exclusive but shall, whenever possible, be cumulative with all other rights and remedies available at law or in equity. Any waiver by Lessor of the strict performance of any of the covenants of this Lease shall not be deemed to be a waiver of subsequent breaches of a different character, occurring either before or subsequent to such waiver, and shall not prejudice Lessor's right to strict performance of the same covenant in the future or of any other covenants of this Lease.
- b) There are no oral agreements between Lessor and Lessee affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangement, brochures, advertising, agreement and understandings, oral or written, if any, between Lessor and Lessee or displayed by Lessor or its agents to Lessee with respect to this Lease. There are no representations between Lessor and Lessee, or between any real estate broker and Lessee, other than those contained in the Lease, and all reliance with respect to any representations is solely upon representations contained in this Lease. This Lease shall not be amended or modified except by agreement in writing signed by the Parties. This Lease shall not be recorded without written consent of Lessor.
- c) Each individual executing this Lease on behalf of Lessee shall be duly authorized to execute and deliver this Lease on behalf of Lessee, and Lessee warrants and represents that this Lease is binding on Lessee. Lessee shall provide any school district authorization documents as may be requested by Lessor.
- d) Upon Lessee providing consideration in lieu of rent and completely observing and fully performing all of the covenants, conditions and provisions required of Lessee, Lessee shall have the right to use the Premises for the entire Term hereof, free of disturbance by Lessor or any party through Lessor, subject to all terms and conditions of this Lease.
- e) Lessor and Lessee are the only Parties to this Lease and are the only Parties entitled to enforce its terms. Nothing in this Lease gives or shall be construed to give or provide any benefit, direct, or indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of this Lease.

- f) Nothing in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or other association between Lessor and Lessee in connection with the activities carried on by Lessee under this Lease, other than a non-residential landlord and tenant relationship. Lessor shall have no obligation with respect to Lessee's debts or other liabilities.
- g) If any portion of this Lease is ruled invalid, void or illegal by an order of the court, the remainder of this Lease shall remain in full force and effect.
- h) In addition to any specific covenant in this Lease and upon Lessee's sole expense, Lessee shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities, now in force or which may hereafter be in force during the Term of this Lease, applicable to Lessee's use of the Premises as if it were the property owner. Upon request from Lessor, Lessee shall verify to Lessor that Lessee is in compliance with all applicable tax reporting and payment requirements of the Internal Revenue Service, Oregon Department of Revenue, and local taxing authorities, including the City of Portland's Bureau of Revenues (as to Portland Business License Law and Multnomah County Business Income Tax Law).
- k) This Lease shall be governed by the laws of the State of Oregon. Any litigation arising under this Lease shall occur in the Multnomah County Circuit Court.
- l) This Lease will be construed with equal weight for the rights of both Parties, the terms and conditions of this Lease having been determined by fair negotiation with due consideration of the rights and requirements of both Parties, and any ambiguities shall not be construed for or against either Party.
- m) Americans With Disabilities Compliance
 - i) Lessee shall comply, at Lessee's sole expense, with the Americans with Disabilities Act (ADA), including any duty the ADA may impose on Lessor or Lessee as a result of Lessee's use, occupation or alteration of the Premises. Lessor represents and warrants to Lessee that Lessor has provided all information pertaining to any known ADA conditions at the Premises in Exhibit C attached hereto. In the event any claim is made by a member of the public or other third-party (prior to when permanent fencing is installed or building permits are approved for lighting or stadium improvements) that a condition at the Premises, which existed as of the Effective Date, was in violation of the ADA as in effect on the Effective Date, Lessor shall respond to such claim and be solely responsible for making any necessary alterations or improvements. Lessor shall have all rights to determine the method by which ADA compliance is achieved for any such claim deemed to be the Lessor's responsibility.
 - ii) Within ten (10) days after receipt, Lessor and Lessee shall advise the other Party in writing, and provide the other Party with copies (as applicable) of any notices alleging violation of or noncompliance with the ADA relating to the Premises or any portion of the Building to which Lessee has a right to use due to this Lease, or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to the Premises or any portion of the Building to which Lessee has a right to use due to this Lease.

- iii) In the event of any assignment or sublet of the Premises, Lessee and Lessee's assignee or sublessee shall agree to comply with the ADA, at their sole expense, and agree to be liable under this Lease for any duty the ADA may impose upon Lessee or Lessee's assignee or sublessee as a result of their use, occupation or alteration of the Premises. Lessor reserves the right to withhold consent to a proposed assignment or sublease if the assignment or sublease fails to contain provisions required by this Lease to ensure ADA compliance at the expenses of Lessee, Lessee's assignee or sublessee. Lessor further reserves the right to withhold consent to a proposed assignment or sublet if the proposed use, occupation or alteration by the assignee or sublessee shall require alterations to the Premises to comply with the ADA which are inconsistent with Lessor's management interests.

36. Lessee's Statement

Upon request from Lessor, Lessee shall execute, acknowledge and deliver a written statement stating the date this Lease was executed, the Effective Date, the Expiration date, the date Lessee commenced use of the Premises under this Lease certifying that: i) this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way (or specifying the date and terms of agreement so affecting this Lease); ii), this Lease represents the entire agreement between the Parties as to the Premises; iii) that all conditions or obligations required to be performed by Lessor have been satisfied; iv) that all required contributions by Lessor (if any) to Lessee on account of Lessee's improvements have been received; v) that there are no existing defenses or offsets which Lessee has against the enforcement of this Lease by Lessor. It is intended that Lessee's Statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Lessor's interest or a mortgagee of Lessor's interest or assignee of any mortgage upon Lessor's interest in the Premises, or by any entity reviewing the City for bond funding or other municipal financing.

37. Lessee's Representation

Notwithstanding the requirement for Lessee to observe and comply with all federal, state and local laws in general, Lessee represents to Lessor that, (i) neither Lessee nor any person or entity that directly owns a 10% or greater equity interest in Lessee nor any of Lessee's officer, director or managing member or agent is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order"), signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism" or other governmental action, (ii) that Lessee's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time) or the Money Laundering Control Act of 1986 (18 U.S.C. Sec. 1956 et seq and as amended), and (iii) that throughout the Term of this Lease, Lessee shall comply with the Executive Order and with the Money Laundering Acts. Prior to execution of this Lease, and as may be requested by Lessor from time to time, Lessee shall identify and provide contact information of those persons who own a 10% or greater equity interest in Lessee, and of Lessee's officers, directors or managing members or agents, and citizenship status if other than U.S. citizens or entities. Lessee shall have a continuing duty to ensure that its equity owners, officers, directors or managing members or agents are not Prohibited Persons.

38. Non-Appropriation.

(a) In accordance with Oregon law, the obligation of Lessee to make the payments, including without limitation payments to third-parties for expenses of maintenance and repair provided for in this Lease, is subject to annual appropriation of funds for such purpose by the Directors of the Portland School Board. The obligation of Lessee to make such payments is not a general obligation of Lessee secured by the taxing power of Lessee. To the extent that funds are appropriated to make such payments in a given fiscal year, the faith and credit of Lessee is pledged to make such payments for such fiscal year.

(b) Lessee, by entering into this Lease, acknowledges its current intention to make all payments due hereunder when due. In the event the Portland School Board fails to appropriate sufficient funds to fully fund all of Lessee's legal obligations to make payments hereunder for any future fiscal period, then Lessee will immediately notify Lessor of such occurrence. Upon such notification, (i) this Lease shall immediately terminate, (ii) Lessee shall immediately relinquish possession of the Premises granted under this Lease, and (iii) Lessee shall not be entitled to the return of any funds previously paid.

(c) Lessee further agrees that: (i) to the extent funds are legally available therefor, Lessee will make all payments due hereunder; and (ii) Lessee will not fail to make payments due hereunder if sufficient funds are appropriated and budgeted by its Board of Directors.

39. Notices

Unless another manner of notice is specified or required, notices provided for in this Lease shall be in writing and effective: (a) Upon email reply confirmation or electronic delivery confirmation; (b) upon delivery, if delivered personally to the identified representative below; (c) three (3) business days after mailing, if deposited in the United States mail, postage prepaid; or (d) three (3) business days or upon delivery whichever is sooner, if tendered to an overnight or commercial courier (such as Federal Express), and addressed to the person and address below, or to another designee or address as either Party may specify in writing from time to time. Notice sent by electronic mail (email) is deemed received when actually received during regular business hours, provided that proof of delivery confirmation can be confirmed. In no event may a notice related to default or termination be deemed to have been delivered unless the notice is personally delivered, deposited in the United States mail, or sent by overnight or commercial courier.

To Lessor: CITY OF PORTLAND
Portland Parks and Recreation, Attention Property Manager
1120 SW Fifth Avenue, Suite 858
Portland, Oregon 97204
Email: Parks.PropertyGroup@portlandoregon.gov

To Lessee: SCHOOL DISTRICT NO. 1J (Portland Public Schools)
501 N Dixon
Portland, Oregon 97227
Attention: Planning and Real Estate
Telephone: 503-916-2000

40. Counterparts/Electronic Transaction

This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The Parties agree that they may conduct this transaction, including any amendments or extension, by electronic means including the use of electronic signatures.

[the remainder of this page left blank intentionally]

[signatures appear on the following page]

Lessor and Lessee have executed this Lease in duplicate on the day and year written, and the corporate signature of Lessee being by authority of the Board of Directors of the executing corporation.

LESSEE:

School District No. 1J, Multnomah County, Oregon

Signature

Written Name

Title

Date

Federal Tax ID Number

LESSOR:

City of Portland,
a municipal corporation of the State of Oregon,
by and through its Bureau of Parks and Recreation

Adena Long, Director

Date

APPROVED AS TO FORM:

Approved as to Form - L Law Digitally signed by Approved as to Form - L Law
Date: 2024.01.18 09:07:47 -08'00'

City Attorney

EXHIBIT A
The Premises
(The Premises is the entire area inside of the yellow line)

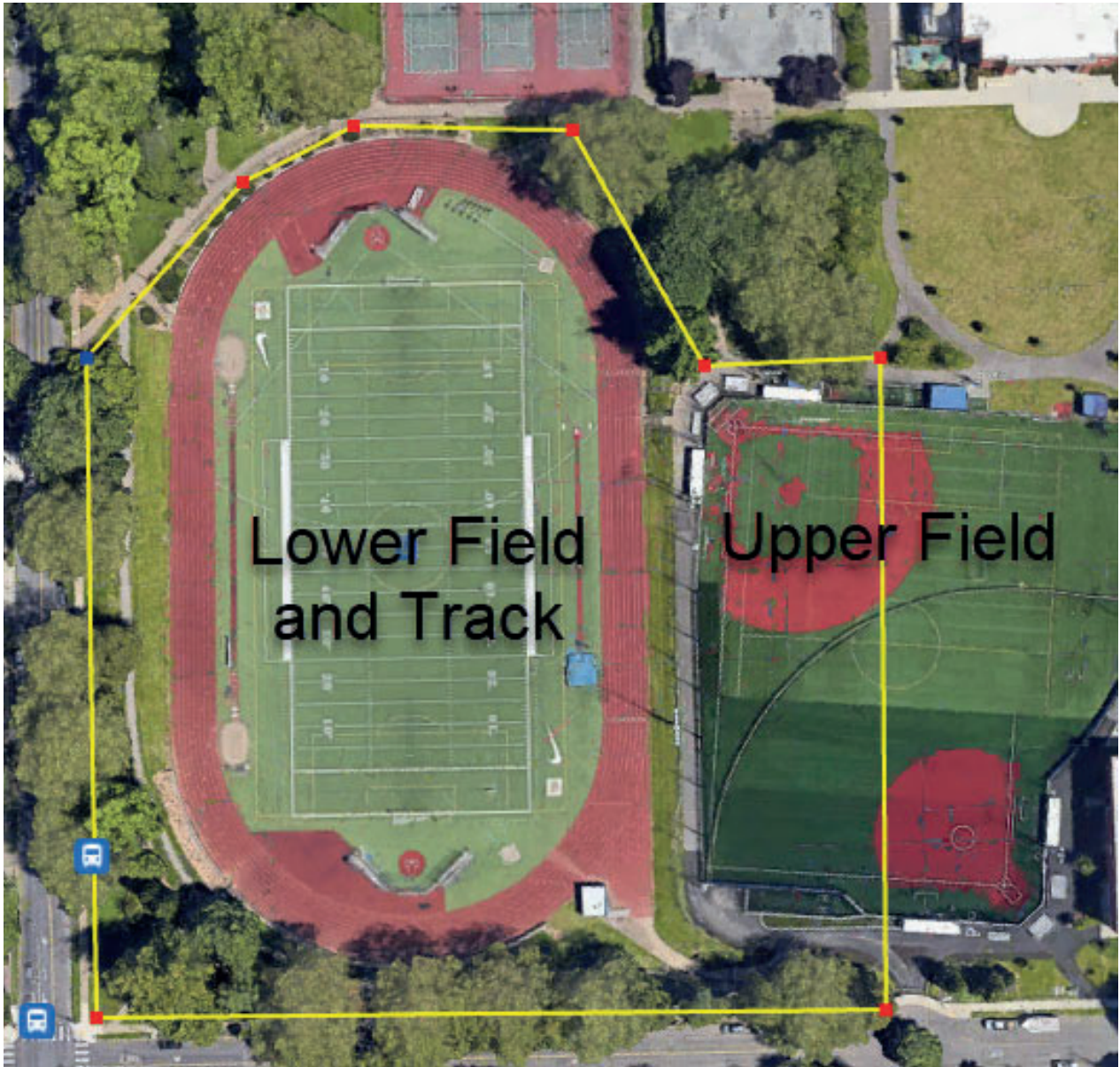


Exhibit B
Special Conditions for Construction

Pursuant to Section 3, and 6. a) of this Lease, Lessee shall promote and facilitate the general public's recreational use and Lessee's permitted-use of the Premises. Lessee may carry out improvements, alterations and constructions allowable under this Lease directly by its employees or through its contractors or subcontractors. Lessee shall use the following general guidelines to facilitate such activities:

- A) Unless otherwise exempted, all improvements to the Premises shall require Lessor's advance written approval of Lessee's construction plans and specifications, which shall not be unreasonably withheld. All improvements shall be in compliance with all requirements imposed by City of Portland ("City"), the State of Oregon Department of Environmental Quality ("DEQ"), State of Oregon Occupational Safety & Health ("OSHA") and State of Oregon Bureau of Labor and Industries Prevailing Wage Requirements ("PWR") including, but not limited to, wage rates and the collection of certified payrolls.

- B) Unless Lessor has provided advance written approval in this Lease or separately, Lessee and its contractors and subcontractors shall obtain and maintain the following coverages (or with respect to Lessee, substantially comparable self-insurance coverages) during the life of the contract for any repairs or improvements. Lessee's contractors and subcontractors shall name Lessor as an additional insured on all relevant policies listed below:
 - i. Commercial General Liability Insurance covering bodily injury, personal and advertising injury, and property damage to protect the contractor, Lessee and Lessor from any and all claims for damage or bodily injury, including death, that may arise from the Work, regardless of whether that Work is performed by the contractor or a subcontractor at any tier. The insurance shall include the following coverages: contingency liability/independent contractor's protection (required if any work will be subcontracted), premises/operations, broad form property damage, fire liability, contractual liability, explosion, collapse, and underground hazard liability, and products and completed operations for two years after Final Completion of the Work. The insurance coverage shall contain the following policy limits for each occurrence: Bodily Damage of no less than \$2,000,000 for Lessee and \$1,000,000 for its contractors, Property Damage of no less than \$2,000,000 for Lessee and \$1,000,000 for its contractors, and Aggregate Coverage of no less than \$4,000,000 for Lessee and \$2,000,000 for its contractors.

 - ii. Automobile Liability Insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

 - iii. Workers Compensation Insurance with coverage amounts in compliance with the workers' compensation law, ORS Chapter 656 and as it may be amended. Unless

exempt under ORS Chapter 656, contractor and any/all subcontractors shall maintain coverage for all subject workers for the entire term of the contract including any contract extensions.

- iv. The contractor's coverage shall name Lessee and the City of Portland, its officers, employees and agents as Named Insureds with not less than a \$2,000,000 limit per occurrence. The contractor's insurance carrier shall provide to Lessee and Lessor both a Certificate of Liability Insurance and an Additional Endorsement.
- v. Certificates of insurance evidencing the coverages and limits set forth above shall be provided to the Lessor and approved by the Lessor prior to commencement of the Work.

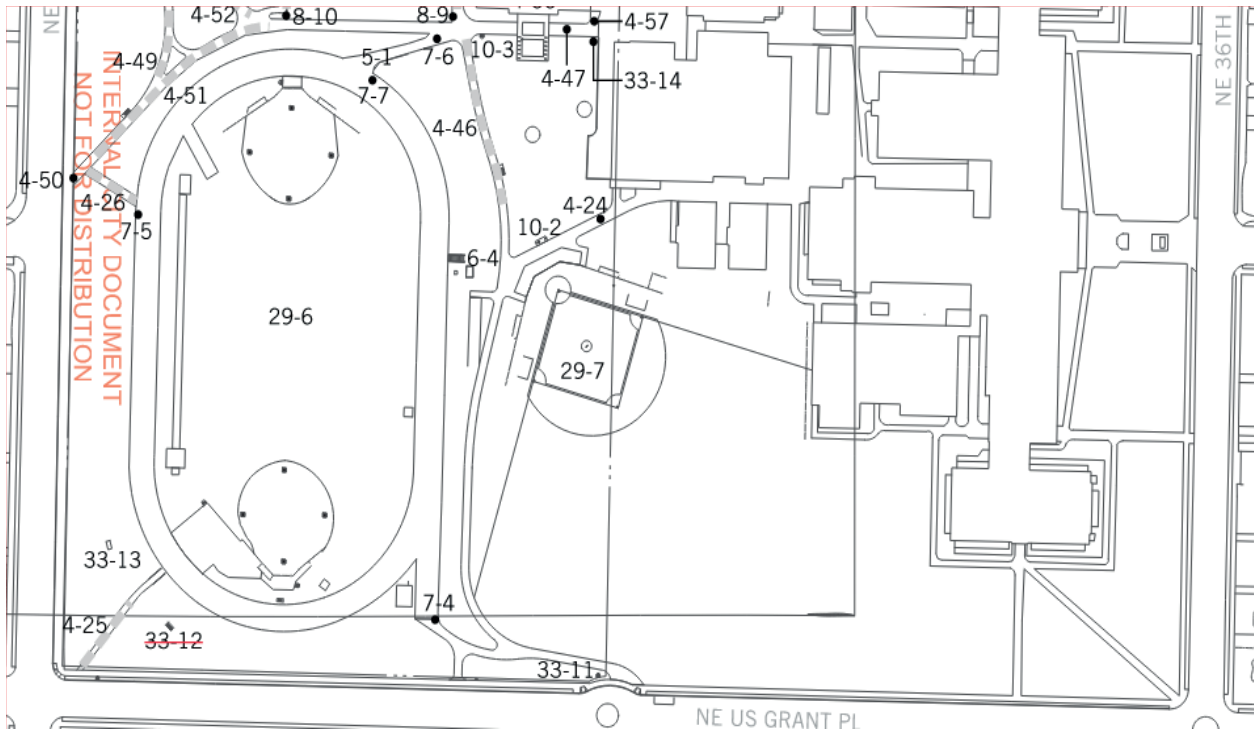
C) Lessee's construction contracts with the contractors shall contain the following conditions or such substantially similar conditions as Lessee requires in its ordinary course of operations that the contractors shall:

- i. Make payments promptly, as due, to all persons supplying the contractor labor or material for the performance of the work provided for in the contract.
- ii. Pay all contributions or amounts due to the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- iii. Not permit any lien or claim to be filed or prosecuted against Lessor or City on account of any labor or material furnished and provide lien releases to Lessor and City.
- iv. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- v. With respect to lawn or landscape maintenance that may be required, salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- vi. Promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- vii. Confirms that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- viii. Comply with the following labor requirements:

1. Contractors may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the contractor shall pay the employee at least time and a half pay for:
 - A. All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and
 - B. All work the employee performs on Saturday and on any legal holiday specified in ORS. 279B.020.
 2. Contractors shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the Lessee to terminate the contract for cause.
 3. Contractors may not prohibit any of the contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and 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.
 4. Contractors shall pay employees at least time and a half pay for work the employees perform under the public contract on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- D) Lessee and its contractors shall determine the construction schedules and duration; however, they must use reasonable efforts to allow public access and permitted-use during construction. Lessor shall be informed of the schedule and duration but shall have no responsibility to ensure that the contractors complete the Work within the time frame set forth in the construction schedule and Lessor shall not be liable to Lessee for any damages resulting from a delay in the performance of the Work.

Exhibit C

ADA Conditions at the Premises as of the Effective Date



GRANT PARK LOWER BOWL AND BASEBALL FIELD ADA BARRIERS		
Barrier #	Category	Description
7-7	Hazard	Grate openings are 1-1/4" by 3-3/4" (1/2" max).
7-6	Hazard	A hole is 2-3/4" by 3-3/4" (1/2" max) at the base of bollard post.
7-5	Hazard	Grate openings are 1-1/4" by 3-3/4" (1/2" max).
7-4	Hazard	Grate openings are 1-3/8" by 3-3/4" (1/2" max).

6-4	Stairway	Stairway has 13 risers. Bottom riser height is 2", other riser heights are 5-1/2" (4" min to 7" max with uniform heights req). Slopes of all treads are 2.4% to 3.5% (2.0% max). Tread width is 10-1/2" to 11-1/4" from riser to riser (11" min with uniform widths req).
6-4	Stairway	The four ends of the handrails do not return smoothly to the floor or post.
6-4	Stairway	A sloped extension is not provided at the bottom of the both handrails (one tread-width min)
6-4	Stairway	Handrail top surface is mounted 31-3/4" to 39-3/4" above the stair nosing (34" min to 38" max).
5-1	Ramp	Total ramp length is 42 linear feet. Handrail is only provided on one side of the ramp (handrails with continuous gripping surfaces are provided on both sides of ramps that have a rise greater than 6" or a run longer than 6 feet). A parallel extension is not provided at the top and bottom of the handrail (12" min). Handrail perimeter is 2-1/2" (1-1/4" min to 2" max).
5-1	Ramp	Handrail top surface is mounted 26" to 41-1/4" above the ramp surface (34" min to 38" max).
5-1	Ramp	The ends of the handrail do not return smoothly to the floor or post
5-1	Ramp	Ramp running slope is up to 21.1% (8.33% max) and cross slope is up to 5.3% (2.0% max) for 34 linear feet.
5-1	Ramp	Slope of top landing is 2.8% (2.0% max).
4-51	Walk	Cross slope of asphalt path is up to 5.7% for 192 linear feet (2.0% max)
4-50	Walk	Running slope of asphalt path is up to 10.6% (5.0% max) and cross slope is up to 3.1% (2.0% max) for 19 linear feet.
4-49	Walk	Running slope of asphalt path is up to 9.3% (5.0% max) and cross slope is up to 5.7% (2.0% max) for 58 linear feet.

4-47	Walk	Running slope of asphalt path is up to 10.9% for 30 linear feet (5.0% max).
4-46	Walk	Cross slope of asphalt path is up to 4.1% for 154 linear feet (2.0% max).
4-26	Walk	Running slope of asphalt path is up to 30.3% for 33-1/2 linear feet (5.0% max).
4-26	Walk	A hole is 2" by 4" (1/2" max) at the base of bollard post.
4-25	Walk	Running slope of asphalt path is up to 9.3% for 58 linear feet (5.0% max).
4-24	Walk	Cross slope of asphalt path is up to 4.4% for 36 linear feet (2.0% max)
33-14	Feature	Slope of clear space adjacent to trash container is 7.0% (2.0% max).
33-13	Feature	An accessible route to the fixed bench is not provided. Route is 50 linear feet over grass and dirt from asphalt path to bench (firm and stable surface req).
33-13	Feature	The clear floor space adjacent to the bench is 47-1/2" deep (36" by 48" min).
33-11	Feature	An accessible route to the fixed trash/recycling container is not provided. Route is six linear feet over dirt from asphalt path to container (firm and stable surface req).
33-11	Feature	A clear floor space is not provided at the trash container opening (30" by 60" min parallel approach or 36" by 48" min forward approach).
29-7	Sports	No wheelchair space is provided near the approximately 660 spectator bleacher seats (8 wheelchair spaces min for 650 to 800 seats).
10-3	Fountain	Unit is not positioned in an alcove and no wing walls or railings are provided.
10-2	Fountain	The two drinking fountains are not positioned in an alcove and no wing walls or railings are provided.



PORTLAND PUBLIC SCHOOLS

OFFICE OF OPERATIONS

501 North Dixon Street / Portland, OR 97227

Telephone: (503) 916-2000

Mailing Address: P. O. Box 3107 / 97208-3107

STAFF MEMO

Date: February 20, 2024
To: Board of Education
From: Dan Jung, Chief Operating Officer
Subject: Grant High School Track and Field

BACKGROUND

The track and field adjacent to and used by Grant High School for physical education classes, athletics and other school activities is owned and managed by Portland Parks and Recreation (Parks). PPS has use of the track and field (commonly known as the “Grant Bowl”) via an agreement between PPS and Parks signed in May of 2022.

As the result of multiple failed shock attenuation tests (Gmax test) Parks closed the Grant field in August 2023 to all permitted uses with no identified plan to reopen. This impacted PPS’s ability to hold sport practices and games.

In September 2023 the Board passed resolution 6755 directing the Superintendent to identify financial and other resources to replace the Grant field and track, and called on the City of Portland to provide PPS with a long-term lease of the Grant Bowl.

The Grant synthetic turf replacement is nearing completion, and the track is scheduled for replacement in summer 2024. A lease agreement is provided herein for the Board’s review and approval.¹

ANALYSIS OF SITUATION

As Grant High School does not have a dedicated field for sports, such as soccer and football, the teams often must travel significant distances for practices and games. While PPS has an agreement with Parks for scheduled use, casual team use is not generally available. With the field failing the GMAX test and Parks having no funding for a field replacement, PPS has agreed to step in and replace both the field and the surrounding track.

¹ Resolution 6755 also directs the Superintendent to replace the Buckman track (adjacent to Benson Polytechnic High School); the Buckman track is scheduled for replacement in summer 2024 and staff are currently working on a similar use agreement

LEASE AGREEMENT

PPS and Parks staff have negotiated a lease agreement that would transfer control of the Grant Bowl to PPS for operational and scheduling purposes. The Lease attached hereto is the culmination of this work the highlights of which are below:

- **Control of Property** - PPS would obtain control of the Grant track and field while PPR would continue to own the property. The Grant Bowl would be available during the school day for school use and after school for athletics and other school activities. PPS would oversee permitting of the asset for third-party use (and receive all fees of use) and be responsible for maintenance and upkeep of the fields, landscaping, repairs etc. PPS has agreed to honor long standing community users as well as dedicate at least 1200 hours a year combined for both the upper and lower fields for unscheduled, unpermitted, non-school public use.
- **Track and Field Replacement** - PPS will replace the track and the field at a cost of approximately \$1.8 million. And continue replacements as needed over the course of the lease
- **Length of Agreement** - The initial term of the lease agreement is twenty (20) years with two ten (10) year extension options.
- **Premises** - will encompass both the bowl as well as the upper field and surrounding area (as depicted on Exhibit "A" of the Lease attached hereto).

FISCAL IMPACT

As indicated, the initial capital investment is estimated to be approximately \$1.8 million. Parks understands PPS will need to engage additional labor for this new area so Parks has agreed to continue their current work at a cost of \$60,500 per year while staff is assessing the resources in grounds, maintenance and security which may require external contracts. As the irrigation is co-mingled with Parks, we will continue to receive invoices for maintenance and utilities until such time as these can be separated. According to Parks there is a significant amount of trash and vandalism in this area so additional resources will need to be added to both custodian and security services as we assess the extent of the need. Additionally, Parks has recommended additional staff in the CUB area to process the additional permitting. Staff will evaluate the additional burden on the department over the course of the next several months.

COMMUNITY ENGAGEMENT

The Grant School community has been very vocal in their support of this project and have attended special on site meetings, Facilities & Operations Committees as well as Board meetings.

STAFF RECOMMENDATION

Staff believes that parties have reached a Lease Agreement for the Grant Bowl, the Upper Field and the surrounding areas and recommends that the Board approve the Lease Agreement with a commencement date of March 1, 2024.

ATTACHMENTS

- A. *Lease Agreement*

RESOLUTION No. 6845

Dismissal of a Contract Educator

RECITALS

The Board has reviewed the evidence submitted along with the Superintendent's recommendation for dismissal of a contract educator.

RESOLUTION

The Board of Education affirms the Superintendent's recommendation to dismiss the contract teacher from employment with PPS. The District will notify the employee in writing of the Board's decision.



FORWARD **TOGETHER**

Preliminary Budget Development Update

PPS School Board
2024-25 Budget Work Session
Phase 1: February 20, 2024

Our Annual Budget Process is an Opportunity to Align our Resources with our Vision for Education Equity

The budget picture will continue to change.



FEBRUARY

School Staffing Release

School staffing allocations impacted by enrollment, streamlining, and quality learning experience



MARCH

Community Feedback

Students, families, and staff can provide feedback on the proposed budget priorities.



APRIL

Superintendent's Proposed Budget

Interim Superintendent Husk will present a detailed budget in April.

Our budgets reflect:

Our Board's Goals

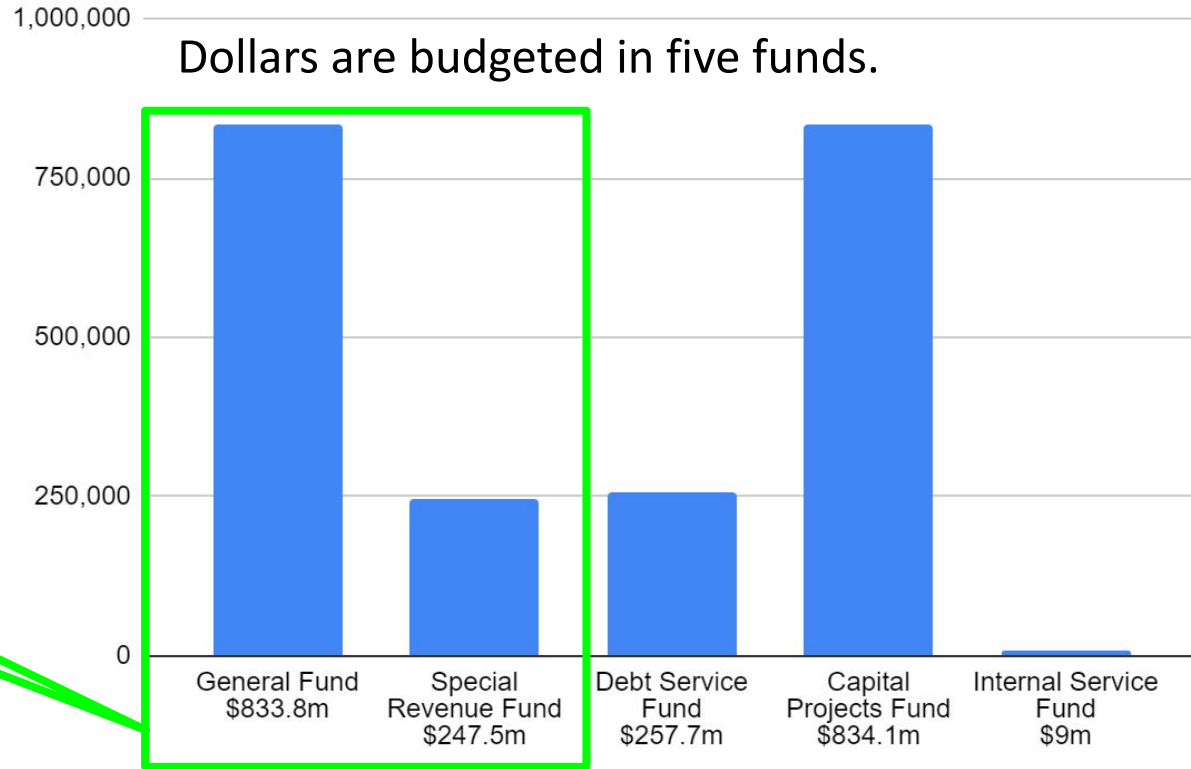
Our Community
Vision

Our Strategic Plan



How much money does PPS have?

PPS budgeted **\$2.18 billion dollars** in the 23-24 school year.



School Programs and Supports

We Face Financial Pressures

Rising Costs

Inflation has resulted in higher costs of goods and services.

We have invested in our team members' wages and teacher planning time.

Our student needs continue to grow.

Limited Revenue

Our state dollars continue to fall short of the costs to operate our schools.

We have less special revenue, including the end of federal pandemic aid.

Declining Enrollment

We have fewer students, more staff, and the same number of buildings.

Our funding is dependent upon number of students.

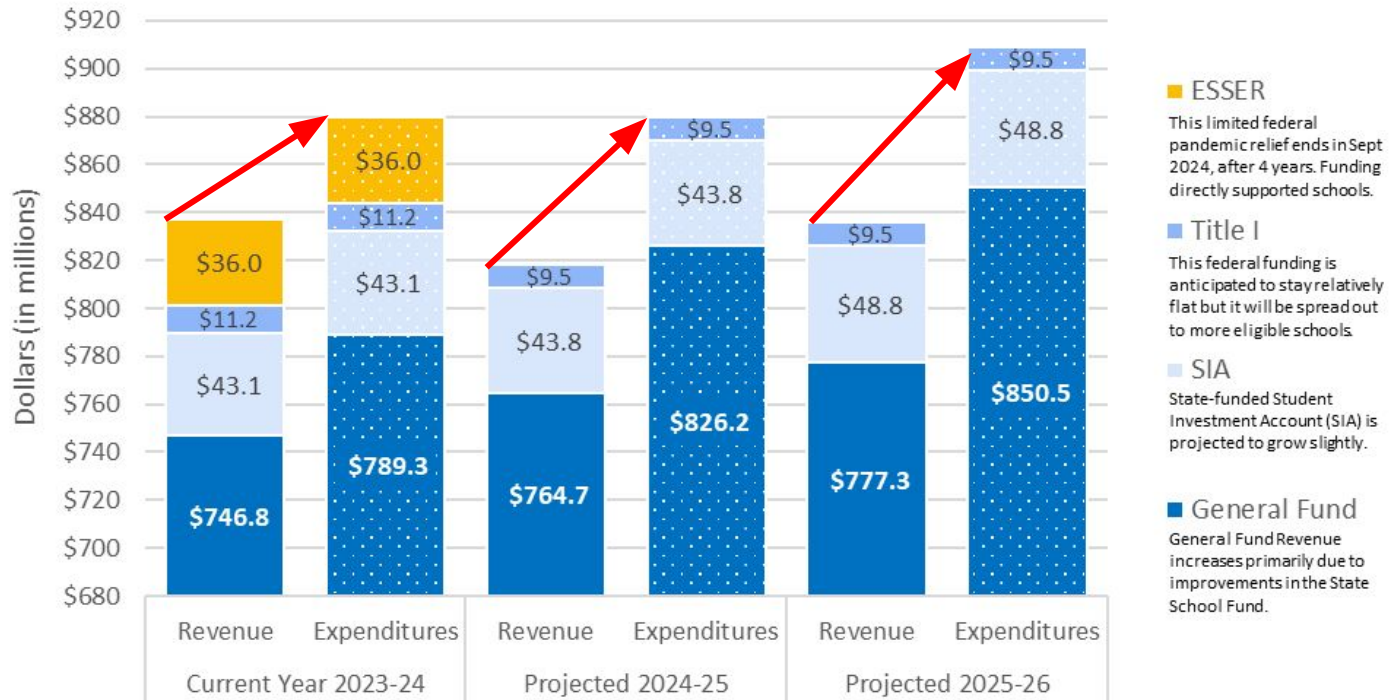
Next year's enrollment is projected to decrease by more than 600 students—the size of two PPS elementary schools.

Since 2020, PPS's student enrollment has fallen faster than Oregon's, and is projected to continue to decline.

Revenues Are Not Keeping Pace With Costs

3-Year Projected Budget Trends

Revenues and expenses include General Fund, Title I, SIA, ESSER



General Fund Revenue and Expense Gap: **\$170 million+ in 3 years.**

	Current Year 2023-24 (in millions)	Projected 2024-25	Projected 2025-26
Total Revenue (+)	\$746.8	\$764.7	\$777.3
Total Expenses & Requirements (-)	\$789.3	\$826.2	\$850.5
Net (Revenue - Expenses)	-\$42.5	-\$61.5	-\$73.2

- \$170 million+ gap is total of negative net revenue over the three years

How Are We Going To Balance The Budget?

	Current Year 2023-24 (in millions)	Projected 2024-25	Projected 2025-26
Net (Revenue - Expenses)	-\$42.5	-\$61.5	-\$73.2
Use Reserves	+\$32.5	+\$30.5	+\$1.2
<i>Remaining Gap Closing Needed</i>	<i>+\$10.0</i>	<i>+\$31.0</i>	<i>+\$72.0</i>
<i>Balanced Budget</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>

Projected Reserves	\$72.9	\$42.4	\$41.1*
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- ***Remaining Gap Closing Needed*** is where we need to make cuts to get to a balanced budget.

* 5% minimum threshold per board policy

Where We've Been. Where We're Headed.

To mitigate any impact on schools, over the last 2 fiscal years, PPS reduced Central Office supports and services by \$40M.

Based on our budget gap, impacts to schools for the next year are unavoidable, even with additional Central Office reductions.

Continued Budget Cuts Taken by Central Office

Because of the ongoing budget cuts taken at the Central Office, further reductions beyond the expected \$15 million would not be possible for this budget year.

2022-2023

The central office made over \$30 million in reductions to spare schools from funding cuts.

2023-2024

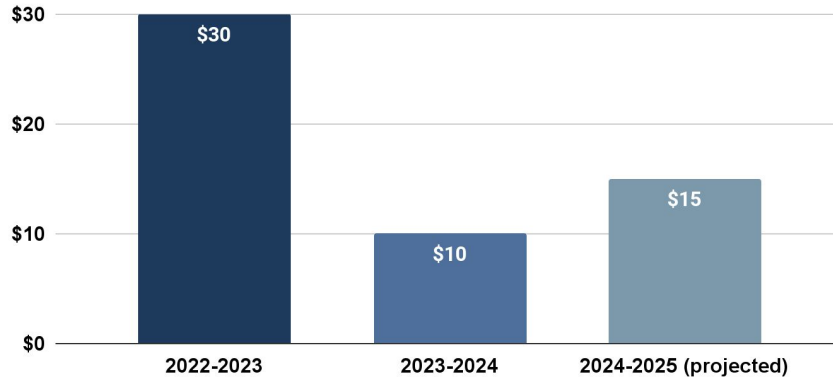
During the middle of the school year, we implemented a hiring freeze for central office positions and reduced non-personnel budgets by \$10 million to address the shortfall.

Projected 2024-2025

Reductions for the centrally-based, centrally-funded services are estimated to be \$15 million.

This will be achieved to the greatest extent possible by decreasing non-direct student-facing staff, central office operations, and contracts with outside organizations.

Central Office Budget Cuts (in millions)



**Total \$55M cut
over three years**

General Fund Reductions for 2024-25

Unfortunately, our budget gap means that over the next few years, PPS will experience a reduction in staff, programs, and services in schools and the central office.

PPS will need to make cuts from the General Fund by approximately \$30 million

School-based services
(school- and centrally-funded)
-\$15 million = 2% reduction

Centrally-based services
(centrally-funded staff and services)
-\$15 million = 6% reduction

These are preliminary estimates; as additional information and decisions surface, these figures may shift.

Impacts to School Staffing

Based on our budget gap, impacts to schools for the next year are unavoidable, even with additional Central Office reductions.

- Class sizes return to 2021-2022 school year ratios due to decreased enrollment and budget cuts; impact will vary by school
- Changes to staffing allocations at each school to support teacher planning time with PAT contract and to ensure state mandates are met for middle school PE
- Streamlining and combining learning support services in schools and through the central office
- Redirecting resources for social, emotional and behavioral supports towards efforts that create a more consistent, high-quality, and joyful learning experience for every student
- Decreases in administrative and school operations

Advocating For A Fully-Funded Public Education

PPS calls on the Governor and Legislature to review and change the state school funding formula before the 2025 session. We are urging the state to:

- Fully fund the Quality Education Model.
- Adjust funding to meet Oregon's urban schools' higher needs and costs.
- Remove limit on local option levy collections to increase rates without losing State School Fund funding.

During the legislative short session, PPS is advocating for specific funding initiatives:

- \$41 million from the Governor and the Legislature to cover the costs of recent labor agreements that boost the salaries of teachers and other staff.
- \$50 million in statewide funding for summer programs in 2024.
- \$22 million for Early Intervention/Early Childhood Special Education.
- Funds to expand school-based health centers, including more mental health providers.

Next Steps

- Feb-Mar: Community listening sessions
- Mar 19: Board Work Session with CBRC
- Apr 23: Proposed Budget presented to Board

Questions and Discussion