

## **Agenda**

- I. 6:00 pm - Opening - 5 min.
- II. 6:05 pm - Resolution 6192: Resolution to Recognize November 9-13, 2020 as National School Psychology Week  
*Vote- Public Comment Accepted*
- III. 6:10 pm - Consent Agenda: Resolutions 6193 through 6198 - 15 min.  
*Vote- Public Comment Accepted*
  1. Resolution 6193: Expenditure Contracts that Exceed \$150,000 for Delegation of Authority
  2. Resolution 6194: Revenue Contracts that Exceed \$150,000 for Delegation of Authority
  3. Resolution 6195: Appointment of Community Budget Review Committee Members and Student Representatives
  4. Resolution 6196: Amendment to Lease
  5. Resolution 6197: Adoption of Minutes
  6. Resolution 6198: Resolution to Approve the Phase One of the Proposed Internal Performance Audit Plan
- IV. 6:25 pm - Student and Public Comment - 15 min.  
  
\*Email [PublicComment@pps.net](mailto:PublicComment@pps.net) or call Kara Bradshaw at 503-916-3906 to sign up to provide comment.
- V. 6:40 pm - Student Representative's Report - 5 min.
- VI. 6:45 pm - Superintendent's Report - 10 min.
- VII. 6:55 pm - Report to the Board: Division 22 - 25 min.
- VIII. 7:20 pm - Dr. York Appointment to the Teachers Standards and Practices Committee (TSPC) - 10 min.
- IX. 7:30 pm - Board Committee and Conference Reports - 5 min.
  1. Audit Committee
- X. 7:35 pm - Other Business / Committee Referrals - 5 min.
- XI. 7:40 pm - Adjourn

## **RESOLUTION No. 6192**

### Resolution to Recognize November 9-13, 2020 as National School Psychology Week

#### **RECITALS**

- A. "School psychologists work to ensure the protection of the educational rights, opportunities, and well being of all children, especially those whose voices have been muted, identities obscured, or needs ignored," National Association of School Psychologists (NASP) Board of Directors, April 2017.
- B. School psychologists in Portland Public Schools are especially skilled in the provision of school based mental and behavioral health, Multi-Tiered Systems of Support that meet the academic and social emotional needs of all students, and services for students with disabilities that ensure equitable educational access and are consistent with special education law.
- C. School districts and local educational agencies should continue to work with school psychologists to implement National Association of School Psychologists's organizational principles that facilitate school psychologists' engagement in all tiers of Multi-Tiered Systems of Support in partnership with school teams, teachers, students, families, and community partners to ensure that student supports, programs, learning strategies and educational decisions prepare students to realize the Graduate Portrait and lead a more socially just world.

#### **RESOLUTION**

The Board of Education of Portland Public Schools extends greetings and best wishes to all observing November 9-13, 2020 as National School Psychology Week.

**RESOLUTION No. 6193**

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**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
Klosh Group	10/21/20 through 6/30/21 Option to renew for up to two additional one-year terms through 6/30/23	Related Services RS 89354	On call project management/construction management services.  Request for Proposals 2017-2352	Original Term: \$5,000,000 Total through renewals: \$5,000,000	C. Hertz Funding Source TBD
Hydro-Temp Mechanical, Inc.	10/21/20 through 9/8/23	Flexible Services Contractor Pool FSCP 89208	Flexible Services Contractor Pool – HVAC & Controls.  Request for Proposals 2020-2847	\$3,000,000	C. Hertz Funding Source Varies
MacDonald Miller Facility Solutions, Inc.	10/21/20 through 6/30/23	Flexible Services Contractor Pool FSCP 89413	Flexible Services Contractor Pool – Plumbing  Request for Proposals 2019-2701	\$3,000,000	C. Hertz Funding Source Varies
MacDonald Miller Facility Solutions, Inc.	10/21/20 through 6/30/23	Flexible Services Contractor Pool FSCP 89414	Flexible Services Contractor Pool – Boiler Services  Request for Proposals 2020-2765	\$3,000,000	C. Hertz Funding Source Varies

**NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)**

No New IGAs

**AMENDMENTS TO EXISTING CONTRACTS**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
Zonar Systems	10/21/20 through 8/31/21	Software SW 64155 Amendment 4	License agreement for hardware use, data transmission, and data storage services for Student Transportation Dept.  Approved Special Class Procurement: Software and Hardware Maintenance  PPS-47-0288(11)	Amendment Amount: \$12,272 Total Amount: \$158,395	C. Hertz Fund 101 Dept. 5560

**October 20, 2020**

**RESOLUTION No. 6194**

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”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
State of Oregon	9/30/20 through 9/30/22	Intergovernmental Agreement/Revenue IGA/R 89287	Seismic Rehabilitation Grant Program – Lent School	\$2,500,000	C. Hertz
Oregon Department of Education	7/1/20 through 6/30/21	Intergovernmental Agreement/Revenue IGA/R 89447	Student Success Act – Student Investment Account funding.	\$12,284,691	K. Cuellar

**AMENDMENTS TO EXISTING REVENUE CONTRACTS**

No Amendments to Existing Revenue Contracts

# STATE OF OREGON GRANT AGREEMENT

GRANT NO. 13723

## “Student Success Act -Student Investment Account”

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and **Portland SD 1J** (“Grantee”), each a “Party” and, together, the “Parties”.

### SECTION 1: AUTHORITY

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

### SECTION 2: PURPOSE

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

### SECTION 3: EFFECTIVE DATE AND DURATION

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

### SECTION 4: GRANT MANAGERS

#### 4.1 Agency’s Grant Manager is:

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

#### 4.2 Grantee’s Grant Manager is:

Leslie O'Dell  
Portland SD 1J  
PO Box 3107  
Portland, OR 97208-3107

lodell@pps.net

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

## **SECTION 5: PROJECT ACTIVITIES**

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

## **SECTION 6: GRANT FUNDS**

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$12,284,690.92 ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available through its Student Investment Account ("Funding Source").

## SECTION 7: DISBURSEMENT GENERALLY

### 7.1 Disbursement.

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

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

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

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

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

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

## SECTION 8: REPRESENTATIONS AND WARRANTIES



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

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

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

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

**SECTION 9: OWNERSHIP**

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

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

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

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

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

## **SECTION 10: CONFIDENTIAL INFORMATION**

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

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

## SECTION 11: INDEMNITY/LIABILITY

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

## SECTION 12: INSURANCE

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

## **SECTION 13: GOVERNING LAW, JURISDICTION**

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

## **SECTION 14: ALTERNATIVE DISPUTE RESOLUTION**

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

## **SECTION 15: DEFAULT**

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

## SECTION 16: REMEDIES

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

## SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

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

## SECTION 18: TERMINATION

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

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

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

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

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

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

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

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

## **SECTION 19: MISCELLANEOUS**

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

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

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

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

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



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

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

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

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

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

## SECTION 20: SIGNATURES

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

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

### STATE OF OREGON acting by and through its Department of Education

By: \_\_\_\_\_  
Name, Title Date

### GRANTEE Portland SD 1J

By: \_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Federal Tax ID Number

### Approved for Legal Sufficiency in accordance with ORS 291.047

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

## **EXHIBIT A THE PROJECT**

### **SECTION I – BACKGROUND AND GOALS**

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

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

The SIA grants are for two purposes:

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

### **SECTION II – PROJECT DEFINITIONS**

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

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

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

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

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

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

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

## ODE SIA

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION III – PROJECT ACTIVITIES

**This Grant Agreement is for the Foundational Year only.**

### **Subsection 1. Continuous SIA Plan Implementation**

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

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

Grantees must use the Grant Funds only for:

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

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

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

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

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

### **Subsection 2. Foundational Year SIA Plan Refinement and Extension**

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

## **ODE SIA**

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

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

## **SECTION IV – REPORTING REQUIREMENTS**

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

### **Financial Reports**

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

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

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

### **SIA Plan Performance Reporting**

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

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

### **SIA grant monitoring**

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

**ODE SIA**

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

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

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

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

**SECTION V – DISBURSEMENT and REPORTING PROVISIONS**

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

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

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

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

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

**January 31, 2021**

**April 30, 2021**

**August 30, 2021 (Yearly Report)**

## EXHIBIT B COMMON AND CUSTOMIZED FRAMEWORK PORTLAND SD 1J

### SECTION I – PROGRESS MARKERS FOR SCHOOL YEAR 2020-2021

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

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

#### A. Expect to see

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

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



**B. Would like to see**

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

**C. Would love to see**

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

**SECTION II – APPROVED OPTIONAL LOCAL METRICS (IF APPLICABLE)**

NA

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

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

## **EXHIBIT C INSURANCE**

### **INSURANCE REQUIREMENTS:**

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

### **WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

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

### **COMMERCIAL GENERAL LIABILITY:**

**Required**

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

### **AUTOMOBILE LIABILITY INSURANCE:**

**Required**     **Not required**

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

**EXCESS/UMBRELLA INSURANCE:**

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

**ADDITIONAL INSURED:**

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

**WAIVER OF SUBROGATION:**

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

**TAIL COVERAGE:**

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

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

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

**NOTICE OF CHANGE OR CANCELLATION:**

**ODE SIA**

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

**INSURANCE REQUIREMENT REVIEW:**

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

**STATE ACCEPTANCE:**

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

**Additional Coverages That May Apply:**

**DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:**

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

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

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:**

**Required**    **Not required**

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

## **RESOLUTION No. 6195**

### Appointment of Community Budget Review Committee Members and Student Representatives

#### **RECITALS**

- A. The mission of the Community Budget Review Committee (CBRC) is to review, evaluate, and make recommendations to the Board of Education (Board) regarding the Superintendent's Proposed Budget and other budgetary issues identified by the CBRC or the Board. The CBRC receives its charge from the Board.
- B. On November 5, 2019, the voters of the Portland Public School (PPS) District passed a renewal Local Option Levy, Measure 26-207, which became effective in 2020, which mandated independent community oversight to ensure tax dollars are used for purposes approved by local voters, and the CBRC serves that function for PPS.
- C. The CBRC is composed of eight to twelve volunteer members. The Board appoints members to three-year terms with one or two student members appointed to a one-year term.
- D. The Board recognizes that District employees and community members bring specialized knowledge and expertise to the CBRC and budgetary review process. The Board instructs all CBRC members to employ discretion, avoid conflicts of interest or appearance of impropriety, and exercise care in performing their duties.
- E. Eight members of the committee are midway through their two-year term: Tastonga Davis, Sara Kerr, Roger Kirchner, Judah McAuley, Brad Nelson, Irina Philips, Leesha Posey, and Jennifer Samuels were appointed last year to serve through June 30, 2021, per Resolution 5994.
- F. Recruitment of additional members continued, and seven applications were received to fill up to four remaining positions for community members.
- G. Applications have been reviewed, and selected applicants have been interviewed. The CBRC Interview Committee recommends the Board appoint Renee Anderson, Hoang Samuelson, Elona Wilson, and Lisa Selman as members for three years.
- H. The Student Council appointed two student representatives, Parker Myrus and Jackson Weinberg, for participating in the CBRC Committee

#### **RESOLUTION**

1. Rene Anderson, Hoang Samuelson, Elona Wilson, and Lisa Selman are hereby appointed as members of the Community Budget Review Committee for a three-year term through June 30, 2023.
2. Parker Myrus and Jackson Weinberg are hereby appointed as student representative members of the Community Budget Review Community for a one-year term through June 30, 2021.



**PORTLAND PUBLIC SCHOOLS**  
**OFFICE OF DEPUTY SUPERINTENDENT**  
501 North Dixon Street / Portland, OR 97227  
Telephone: (503) 916-3380

**Date:** October 20, 2020  
**To:** School Board  
**From:** Claire Hertz, Deputy Superintendent of Business & Operations  
**Subject:** Appointment of new CBRC members

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### **BACKGROUND**

Each year, the Board of Education (Board) appoints a Community Budget Review Committee (CBRC) to assist in the annual budget process. The CBRC reviews, evaluates, and makes recommendations regarding the Superintendent's Proposed Budget and other budgetary issues identified by the CBRC or the Board. The CBRC also monitors and advises the Board on the allocation and expenditure of Local Option Levy funds.

The CBRC is composed of eight to twelve volunteer members appointed by the Board and typically meets on a monthly basis during the course of the budget development season. In addition, one or two student representatives are appointed by the Student Council to participate in the CBRC.

There are currently four vacant positions on the Committee, and applications were accepted through September 30, 2020. Staff received 7 applications and the CBRC Selection Committee consisting of the CBRC Chair, Board Liaison, Board Chair, and Director of Community Engagement. They reviewed and selected candidates for interviews based on their experience with the district and the ability to dedicate the time needed. That Committee also focused on the goal of achieving a diverse and district-wide representation. The CBRC Interview Committee consisting of CBRC Chair, Board Liaison, and Board Chair met and selected four candidates to recommend to the Board for three-year terms.

### **RELATED POLICIES/BEST PRACTICES**

N/A

### **ANALYSIS OF SITUATION**

a) Two committees were formed to review and select the new members for making recommendations to the Board. Factors for consideration include relevant experience, volunteerism, school association, geographic representation from within the boundaries of PPS, commitment to Racial Equity and Social Justice, availability to attend meetings, ability to deliver on the charter of the CBRC, and ability to provide advice to the Board regarding the investment of district resources to support the district's vision.

The CBRC Selection Committee members were: CBRC Chair Sara Kerr, Board Liaison Rita Moore, Board Chair Eilidh Lowery, and Director of Community Engagement Shanice Clarke.

The CBRC Interview Committee members were: CBRC Chair Sara Kerr, Board Liaison Rita Moore, and Board Chair Eilidh Lowery.

b) The Student Council appointed two student representatives for participating in the CBRC Committee.

**FISCAL IMPACT**

N/A

**COMMUNITY ENGAGEMENT (IF APPLICABLE)**

N/A

**TIMELINE FOR IMPLEMENTATION / EVALUATION**

N/A

**BOARD OPTIONS WITH ANALYSIS**

No further analysis beyond the analysis section above.

**CONNECTION TO BOARD GOALS**

N/A

**STAFF RECOMMENDATION**

Staff recommends the passage of the board resolution to appoint new Community Budget Review Committee members, Renee Anderson, Hoang Samuelson, Elona Wilson, and Lisa Selman; and student representatives, Parker Myrus and Jackson Weinberg.

---

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

\_\_\_CH\_\_\_ (Initials)

**ATTACHMENT**

Resolution to appoint new Community Budget Review Committee members and Student Representatives.

**RESOLUTION No. 6195**

Amendment to Lease

The authority is granted to enter into a one-year extension of the current lease with KairosPDX for part of the Humboldt School property under the terms described in and in a form substantially similar to Exhibit A, as approved by the General Counsel.





**PORTLAND PUBLIC SCHOOLS  
OFFICE OF GENERAL COUNSEL**

501 North Dixon Street / Portland, OR 97227  
Telephone: (503) 916-3570

**Date:** October 14, 2020  
**To:** School Board  
**From:** Liz Large, Contracted General Counsel  
**Subject:** Kairos Lease Extension

---

**BACKGROUND**

KairosPDX, a PPS charter school, has an existing lease for part of the Humboldt School. Kairos has proposed an Amendment to the existing lease, attached here as Exhibit A.

**RELATED POLICIES/BEST PRACTICES**

8.70.040-P--Preservation, Maintenance, and Disposition of Real Property

**ANALYSIS OF SITUATION**

The lease between KairosPDX and PPS, attached as Exhibit B, is expected to terminate on June 30, 2021. Both parties agree to KairosPDX continuing to use the property for the operation of its charter school for at least one more year.

**FISCAL IMPACT**

Under the proposed amendment, rent for the 2021-22 year shall be the same rent payable under the existing lease for the 2020-21 year.

**COMMUNITY ENGAGEMENT (IF APPLICABLE)**

Not applicable.

**TIMELINE FOR IMPLEMENTATION / EVALUATION**

PPS will execute the lease promptly after Board approval.

**CONNECTION TO BOARD GOALS**

**STAFF RECOMMENDATION**

Staff recommends approval of the proposed Amendment to the existing lease.

---

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

\_\_\_\_\_ (Initials)

ATTACHMENTS

- A. Resolution
- B. Amendment No. 1 of Kairos Lease

## AMENDMENT NO. 1 OF LEASE

This Amendment No. 1 of Lease (this "Amendment") is made as of \_\_\_\_\_, 2020 (the "Effective Date"), between SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON, operating as the Portland Public Schools ("Landlord"), and KAIROSPDX, an Oregon nonprofit corporation ("Tenant").

### RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated for reference as of December \_\_, 2018 (the "Lease"). Pursuant to the Lease, Landlord leases to Tenant that certain space in the building located at 4915 N Gantenbein, Portland, Oregon, known as Humboldt School (the "Premises"), as more particularly described in the Lease. Capitalized terms used in this Amendment shall have the meanings given to them in the Lease, except as provided in this Amendment.

B. Landlord and Tenant desire to, among other things, extend the term of the Lease in accordance with the terms and conditions set forth in this Amendment.

### AGREEMENT

In consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, Landlord and Tenant agree as follows:

**1. Amendment of Lease.** The Term of the Lease shall be extended such that it shall expire on June 30, 2022 and the rent payable under the Lease for the period from July 1, 2021 through June 30, 2022 shall be the same as the rent payable under the Lease for the period from July 1, 2020 through June 30, 2021.

**2. General Provisions**

**A. Counterparts and Scanned Email Signatures.** This Amendment may be executed in counterparts and when each party has signed and delivered at least one such executed counterpart to the other party, then each such counterpart shall be deemed an original, and, when taken together with the other signed counterpart, shall constitute one agreement which shall be binding upon and effective as to all signatory parties. Scanned e mail signatures shall operate as originals for all purposes under this Amendment.

**B. Effect of Amendment.** The Lease is unmodified except as expressly set forth in this Amendment. Except for the modifications to the Lease set forth in this Amendment, the Lease remains in full force and effect. To the extent any provision of the Lease conflicts with or is in any way inconsistent with this Amendment, the Lease is deemed to conform to the terms and provisions of this Amendment.

**C. Binding Effect.** The provisions of this Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No amendment, modification or supplement to this Amendment shall be binding upon the parties unless in writing and executed by Landlord and Tenant.

**D. Integration.** This Amendment contains the entire agreement and understanding of the parties with respect to the matters described herein, and supersedes all prior and contemporaneous agreements between them with respect to such matters.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first above written.

TENANT: KAIROSPDX, an Oregon nonprofit corporation  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LANDLORD: SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY,  
OREGON, operating as the Portland Public Schools  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RESOLUTION No. 6197**

The Following Minutes are offered for Adoption

- October 06, 2020 – Regular Meeting

# Portland Public Schools Board of Education

## Regular Meeting Minutes

Tuesday, October 6, 2020

Virtual

### Attendance

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

Absent: None

### Actions Taken

Motion to approve the consent agenda, which includes Resolutions 6181 through 6185 and Resolution 6187. This motion, made by Director Amy Kohnstamm and seconded by Director Michelle DePass, Passed.

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

Yes: 7, No: 0

Motion to approve Resolution 6186: Resolution to Approve a Cost-of-Living Adjustment for Non-Represented Employees for Fiscal Year 2020-21. This motion, made by Director Andrew Scott and seconded by Director Scott Bailey, Passed.

Director Scott Bailey: Yes, Director Julia Brim-Edwards: No, Director Michelle DePass: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Rita Moore: Yes, Director Andrew Scott: Yes, Student Representative Shue: Yes (unofficial)

Yes: 6, No: 1

Motion to approve Resolution 6188: Resolution to Designate October 2020 as Dyslexia Awareness Month. This motion, made by Director Michelle DePass and seconded by Director Andrew Scott, Passed.

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

Yes: 7, No: 0

Motion to approve Resolution 6189: Disability Awareness Month. This motion, made by Director Julia Brim-Edwards and seconded by Director Scott Bailey, Passed.

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

Yes: 7, No: 0

Motion to approve Resolution 6190: National Substance Abuse Prevention Awareness Month. This motion, made by Director Amy Kohnstamm and seconded by Director Scott Bailey, Passed.

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

Yes: 7, No: 0

Motion to approve Resolution 6191: Resolution to Designate October 2020 as National Principals Month in Portland Public Schools. This motion, made by Director Andrew Scott and seconded by Director Julia Brim-Edwards, Passed.

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

Yes: 7, No: 0

**RESOLUTION No. 6181****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**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
Oracle America, Inc.	12/16/20 through 12/15/21	Purchase Order PO 152777	Oracle technical support services.  Special Class Procurement: Software and Hardware Maintenance, Licenses, Subscriptions, and Upgrades.  PPS-47-0288(11)	\$502,393	C. Hertz Fund 101 Dept. 5581
Northwest Control Company Inc.	10/7/20 through 9/8/23	Flexible Services Contractor Pool FSCP 89298	Flexible Services Contractor Pool – HVAC & Controls Repair Service.  Request for Proposals 2020-2847	\$3,000,000	C. Hertz Funding Source Varies
REAP, Inc.	10/7/20 through 6/30/21  Option to renew for up to three additional one-year terms through 6/30/24	Personal Services PS 89351	RESJ Mentoring and Leadership Development  Request for Proposals 2019-2700	Original Term: \$225,000 Total through renewals: \$900,000	D. Ledezma Fund 101 Dept. 5432
Self Enhancement, Inc.	10/7/20 through 6/30/21  Option to renew for up to three additional one-year terms through 6/30/24	Personal Services PS 89377	RESJ Culturally Specific Family Engagement, Wrap Around Services, Mentoring & Leadership Development, Extended Learning & Enrichment, and Student Advocacy/Positive Cultural ID.  Request for Proposals 2019-2700	Original Term: \$2,399,000 Total through renewals: \$9,596,000	D. Ledezma Fund 101 Dept. 5432
Native American Youth and Family Center (NAYA)	10/7/20 through 6/30/21	Personal Services PS 89336	RESJ Culturally Specific Family Engagement, Wrap Around Services, and Cultural ID and Development.  Direct Negotiation  PPS-46-0525(4)	\$450,000	D. Ledezma Fund 101 Dept. 5432



Perma-Bound Books	10/7/20 through 6/30/21 Option to renew for up to four additional one-year terms through 6/30/25	Materials Requirement MR 89349	Pricing and materials processing agreement for the purchase of school library materials on an as-needed basis.  Request for Proposals 2020-2581	Original Term: \$200,000 Total through renewals: \$1,000,000	K. Cuellar Funding Source Varies
Mackin Educational Resources	10/7/20 through 6/30/21 Option to renew for up to four additional one-year terms through 6/30/25	Materials Requirement MR 89348	Pricing and materials processing agreement for the purchase of school library materials on an as-needed basis.  Request for Proposals 2020-2581	Original Term: \$300,000 Total through renewals: \$1,500,000	K. Cuellar Funding Source Varies
MT Library Services Inc. dba Junior Library Guild	10/7/20 through 6/30/21 Option to renew for up to four additional one-year terms through 6/30/25	Materials Requirement MR 89347	Pricing and materials processing agreement for the purchase of school library materials on an as-needed basis.  Request for Proposals 2020-2581	Original Term: \$200,000 Total through renewals: \$1,000,000	K. Cuellar Funding Source Varies
Harrang Long Gary Rudnick, P.C.	10/7/20 through 6/30/21	Legal Services LS 89335	Legal services to the District.  Direct Negotiation – Legal Services  PPS 46-0525(13)	\$300,000	L. Large Fund 101 Dept. 5460
BRIC Architecture, Inc.	10/7/20 through 10/6/21 Option to renew for one additional one-year term through 10/6/22	Architectural Services ARCH 89357	Long Range Facilities Planning services  Request for Proposals 2020-2737	Original Term: \$446,898 Total Through Renewal: \$446,898	C. Hertz Fund 445 Dept. 5597 Project K0192

**NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
Gresham-Barlow School District	7/1/20 through 6/30/21	Intergovernmental Agreement IGA 89312	Columbia Regional Program and Gresham-Barlow School District will partner to deliver regional services to eligible individuals with Autism Spectrum Disorder.	\$222,200	K. Cuellar Fund 205 Dept. 5433
Multnomah County Health Department	10/6/20 through 6/20/21	Intergovernmental Agreement IGA 89355	Provide access to school based mental health services.	\$177,000	K. Cuellar Fund 101 Dept. 5424

**AMENDMENTS TO EXISTING CONTRACTS**

No New Amendments

**RESOLUTION No. 6182**

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”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
City of Portland	7/1/20 through 6/30/23	Intergovernmental Agreement / Revenue IGA/R 89340	Grant agreement with City of Portland to provide four Head Start/ Oregon PreK classrooms at Applegate, Sitton, Creston, and Clarendon	\$1,669,112	K. Cuellar Fund 205 Dept. 6303 Grant G2008

**AMENDMENTS TO EXISTING REVENUE CONTRACTS**

No Amendments to Existing Revenue Contracts

**RESOLUTION No. 6183**

The Following Minutes are offered for Adoption

- September 22, 2020 – Regular Meeting

**RESOLUTION No. 6184**

Authorizing the Pacific Power Utility Easement Dedication for the  
Madison High School Modernization Project Located at 2735 NE 82<sup>nd</sup>, Portland, Oregon

**RECITALS**

- A. The Madison High School Modernization Project (the Project) is part of the 2017 School Improvement Bond.
- B. The design of the Project requires a new utility service to support the new improvements, which both enhance the property and are required by City code.
- C. Such utility easements are frequently required on large construction projects, and are typically provided without cost.
- D. The Madison High School utility easement will extend from 82<sup>nd</sup> Avenue west between the south parking lot and the football stadium, continuing along the building to the north and then west and terminating at the back of the school adjacent to the west parking lot (the Madison Pacific Power Utility Easement).
- E. The Madison Pacific Power Utility Easement dedication is required by Pacific Power prior to energizing the new transformers which provide the permanent power to the Project.

**RESOLUTION**

- 1. The Board hereby authorizes the Madison Pacific Power Utility Easement dedication to Pacific Power.
- 2. The Board hereby authorizes the Superintendent or his designee to execute the Madison Pacific Power Utility Easement and other required documents in a form approved by District General Counsel and to convey the Madison Pacific Power Utility Easement to Pacific Power in order to provide the permanent power for the Project.

**RESOLUTION No. 6185**

Authorizing Minor Corrections and Revisions to Portland Public Schools Topology Control Lines

**RECITALS**

- A. Portland Public Schools topology control lines reflect the physical features of the boundaries that determine school attendance. These topology control lines generate the data that informs the District's decisions regarding enrollment, transportation routing, demographic, and equity analyses.
- B. Similar to the Census Bureau's methodology, Portland Public Schools topology control lines usually include street and waterway centerlines, and tax parcels.
- C. Portland Public Schools topology controls have changed over time due to construction, initial arbitrary features, and outdated tax lots, resulting in a loss of integrity of the control lines and the data they support.
- D. In preparation for the 2020-21 Enrollment & Balancing Project, staff has reviewed all topology control lines and recommends minor corrections in seven areas.
- E. The recommended minor corrections impact only control lines within public right-of-ways or tax lots associated with commercial/industrial land. No residential tax lots are impacted by any of the revisions.
- F. The minor corrections and revisions are needed immediately in order to provide quality data that will inform Portland Public Schools Enrollment & Balancing project that is currently underway.

**RESOLUTION**

- 1. The Board hereby authorizes minor corrections and revisions Portland Public Schools topology control lines as shown on Attachment A.
- 2. The Board hereby authorizes the Superintendent or his designee to revise the topology control lines in the seven areas that have been identified in order to provide quality data for Portland Public Schools enrollment and Balancing Project.

**RESOLUTION No. 6186**

Resolution to Approve a Cost-of-Living Adjustment for Non-Represented Employees for Fiscal Year  
2020-21

**RECITALS**


1. On June 23, 2020, the Portland Public Schools Board of Education approved an operating budget for the District for fiscal year 2020-21 that included up to a 3% cost-of-living adjustment (COLA) for eligible non-represented employees.
2. The District deferred a decision regarding implementation of a COLA for non-represented employees because of budget and operational uncertainty due to the COVID-19 pandemic.
3. The Superintendent recommends a mid-year 3% COLA, effective October 1, for eligible non-represented employees. This COLA would not be retroactive, resulting in a 2.25% COLA increase for the fiscal year 2020-21.

**RESOLUTION**

The Board of Education authorizes a 3% COLA, effective October 1, for eligible non-represented employees, resulting in a 2.25% COLA increase for the fiscal year 2020-21.

**RESOLUTION No. 6187**Resolution to Approve the Budget Calendar for 2021-22

The Portland Public Schools Board of Education approves the following Budget Calendar for the 2021-22 fiscal year.

 <b>Portland Public Schools Budget Calendar 2021-22</b> <i>Draft 9.8.2020</i>							
					Board Inform / Review	Board Action	
<b>Budget Planning</b>	September 22, 2020	<b>School Board Meeting 6:00 PM</b> Board reviews draft 2021-22 Budget Calendar	✓		Virtual Meeting		
	October 6, 2020	<b>School Board Meeting 6:00 PM</b> Board approves 2021-22 Budget Calendar		✓	Virtual Meeting		
	October 20, 2020	<b>School Board Meeting 6:00 PM</b> Board appoints Community Budget Review Committee (CBRC) members		✓	Virtual Meeting		
	December 1, 2020	<b>School Board Meeting 6:00 PM</b> Board reviews draft budget goals for 2021-22	✓		Virtual Meeting		
	December 15, 2020	<b>School Board Meeting 6:00 PM</b> Board approves financial goals for the 2021-23 biennium		✓	Virtual Meeting		
	March 9, 2021	<b>School Board Meeting 6:00 PM</b> <i>Work session with CBRC</i> Board reviews Strategic Plan and Multi-Year Business Plan	✓		Virtual Meeting		
<b>Budget</b>	April 4, 2021	<i>Publish 1<sup>st</sup> Notice of Budget Committee Meeting (5 to 30 days before the meeting)</i>			The Oregonian Web Site		
	April 18, 2021	<i>Publish 2<sup>nd</sup> Notice of Budget Committee Meeting (5 to 30 days before the meeting)</i>			The Oregonian Web Site		
	April 27, 2021	<b>School Board Budget Meeting 6:00 PM</b> <i>CBRC in attendance</i> <b>Proposed Budget:</b> Superintendent delivers 2021-22 Proposed Budget message and presentation	✓		Virtual Meeting		
	May 4, 2021	<b>School Board Work Session 6:00 PM</b> Board conducts public engagement session on Proposed Budget		✓	Virtual Meeting		
	May 11, 2021	<b>School Board Meeting 6:00 PM</b> CBRC presents 2021-22 Proposed Budget report to the Board	✓		Virtual Meeting		
	May 25, 2021	<b>School Board Meeting 6:00 PM</b> <b>Approved Budget:</b> Board as Budget Committee approves 2021-22 Proposed Budget		✓	Virtual Meeting		
	June 6, 2021	<i>Publish Notice of Budget Hearing and Budget Summary</i>			The Oregonian Web Site		
	June 15, 2021	<b>TSCC Hearing 5:00 PM</b> TSCC certifies 2021-22 Approved Budget  <b>School Board Meeting 6:00 PM</b> <b>Adopted Budget:</b> Board conducts a public hearing, adopts budget, makes appropriations and imposes taxes	✓		Virtual Meeting		
	July 15, 2021	<i>Submit Tax Certification documentations File budget information with County Recorder and Designated Agencies</i>					



**RESOLUTION No. 6188**

Resolution to Designate October 2020 as Dyslexia Awareness Month

**RECITALS**

- A. Dyslexia is a specific learning disability that is neurobiological in origin;
- B. Individuals with dyslexia may have difficulty in identifying or sequencing the individual sounds of spoken language, which affects the ability of an individual to speak, read, spell, and often learn a language;
- C. An individual with dyslexia may have a weakness in decoding or reading fluency and may have strength in higher level cognitive functions, such as reasoning, critical thinking, concept formation, or problem solving;
- D. Dyslexia is the most commonly learning disability, 10-15% of the population is said to have dyslexia;
- E. Great progress has been made in understanding dyslexia on a scientific level, including the epidemiology, cognitive and neurobiological bases of dyslexia;
- F. Effective reading instruction for all children, screening to identify students at risk for dyslexia, as well as supplemental reading support for students at risk can help prevent reading problems;
- G. Early diagnosis of dyslexia is critical to ensure individuals with dyslexia receive focused, evidence-based intervention. Correct identification and intervention provides students with dyslexia self-awareness and self-empowerment. Provision of necessary accommodations and instruction help to ensure school and life success.

**RESOLUTION**

The Portland Public Schools Board of Education recognizes that dyslexia has significant educational implications that must be addressed; and designates October 2020 as “Dyslexia Awareness Month”.

**RESOLUTION No. 6189**

Resolution to Proclaim October 2020 Disability Awareness Month

**RECITALS**

- A. The disability experience is a natural part of life and is valued as a part of our rich human diversity.
- B. Disability is a social construct. The ‘problem’ is not the medical condition that resides within the student, but the ‘problem’ is that society does not create welcoming, supporting environments/policies/systems for all. Therefore, we choose here to use “dis/ability” in order to recognize differing abilities *NOT* as an individual trait, but rather as an artifact of our cultural, political, and economic practices (Davis, 1995). We can change the impact of dis/ability and change our lens of dis/ability to one of capacity.
- C. The most effective way to change the impact of disability is by increasing our own awareness and being open to learning and acknowledging that there are systemic barriers that reduce the likelihood of those with dis/abilities enjoying equitable experiences and having independent, productive lives within their school and broader communities.
- D. Equitable experiences and meaningful acceptance within Portland Public Schools educational environments is a matter of social justice. Consequently, creating equitable inclusive environments is a shared responsibility of everyone because community means all.
- E. Policies must be developed, attitudes shaped, and equitable experiences be offered to all students; including those with disabilities and no matter their race or heritage language.
- F. Portland Public Schools should do all in their power to:
  - Recognize the value and intersectionality of the disability experience in our students and their families, and the valued role it has in the rich diversity of our community.
  - Recognize the barriers presented to students with dis/abilities.
  - Create ways to include everyone; especially students with dis/abilities, to be fully included in all aspects of our Portland Public Schools.

**RESOLVED**

Portland Public School’s Board of Education proclaims October 2020 as Disability Awareness Month and galvanize efforts that will lead our schools and policy makers to create real systems change so people with dis/abilities will enjoy equitable, inclusive educational experiences.

**RESOLUTION No. 6190**

Resolution to Recognize October as National Substance Abuse Prevention Awareness Month

**RECITALS**

- A. Portland Public Schools has designed the Recovery Education and Action for Healthy Living (REAHL) Initiative to foster and support culturally responsive substance use education, prevention, intervention and treatment in Kindergarten through 12<sup>th</sup> grade so that all our students live healthy lives.

The Superintendent has given his support to this work;

- B. Portland Public Schools has adopted new policies that support efforts to connect students with individualized resources and services to foster substance free learnings environments, buildings and events;
- C. Portland Public Schools will offer trainings and development to staff to be able to effectively teach prevention skills and assist students Impacted by substance use;
- D. Portland Public Schools will continue to make resources and information available to all students, their families and staff;
- E. Portland Public Schools will have meaningful, collaborative partnerships with community based organizations that provide education, support and services to students, their families and staff;
- F. Portland Public Schools will host educational opportunities throughout the school year to build on positive student identity and increase student protective factors while offering education and supports to families.

**RESOLVED**

Portland Public Schools Board of Education hereby declares October 2020 Portland Public Schools Substance Abuse Prevention month and invites all community members to join us. We want to recognize the dedication, hard work, and efforts of staff to support all Portland Public Schools students Kindergarten through 12<sup>th</sup> grade to live healthy lives with the skills they need to address challenges and the preparation to reach their highest goals and aspirations.

RESOLUTION No. 6191

Resolution to Designate October 2020 as National Principals Month in Portland Public Schools

**RECITALS**

- A. It is the mission of Portland Public Schools that every student by name is prepared for college, career and participation as an active community member, regardless of race, income or zip code
- B. Principals are expected to be educational visionaries, instructional leaders, assessment experts, managers of student behavior, community builders, public relations experts, budget analysts, facility managers, special programs administrators, and guardians of various legal, contractual, and policy mandates and initiatives, as well as being entrusted with the education and development of young people, our most valuable resource; and
- C. Principals set the tone for their schools and work collaboratively with teachers to develop and maintain high curriculum standards, they establish and achieve a school mission and vision relevant to students and staff; and
- D. The professional responsibilities of school principals include building the leadership capacity of staff members and mentoring aspiring administrators; and
- E. School principals often need to manage numerous responsibilities, work extended hours, and make difficult decisions; and
- F. The success of a school depends on the principal's ability to work collaboratively with all stakeholder groups and establish positive relationships by building trust, practicing open communication, and building a restorative culture that emphasizes learning and growth for all stakeholders; and
- G. School principals effectively promote the success of students and staff through efficient management of the school's organization, operations and resources; and
- H. During these extraordinary times of civic unrest, wildfires resulting in hazardous air conditions and a pandemic, school principals have exhibited great commitment and adaptability to lead and support their communities, many who are supporting the distance learning needs of their own children.

**RESOLVED**

The Board of Education designates October 2020 as National Principals Month and extends sincere appreciation to school principals for their individual and collective commitment to the success of all students in Portland Public Schools.

**RESOLUTION No. 6198**

Resolution to Approve the Phase One of the Proposed Internal Performance Audit Plan

**RECITALS**

- A. Board policy requires the Board of Education review and approve an annual performance audit plan.
- B. The auditors from the Office of the Internal Performance Auditor consulted with the District's 2020-21 Audit Committee, board members, staff, and others in assessing district risks and operations in the development of a proposed audit plan ("Audit Plan").
- C. The Audit Committee met on October 14th, discussed the proposed audit topics, considered some additional suggestions for audits, and recommended two audits Student Body Activity Funds Audit and a Health and Safety Checks Audit -- to the full Board. These two audits are in addition to two audits currently underway and expected to be completed in 2020-21. The Audit Committee and the Office of Internal Performance Auditors will consider the Facility Usage/Building Rentals audit and additional suggested topics at a Committee meeting this fall. .

**RESOLUTION**

The Board of Education hereby approves proceeding with Phase One of the proposed 2020-21 Audit Plan, which includes an audit of Student Body Activity Funds and Health and Safety Checks, and the currently underway ACH and PCard audits. The Audit Committee and full Board will review the other items in the proposed Audit Plan and recommend further action.



**Date:** October 15, 2020  
**To:** PPS Board of Education  
**From:** Janise Hansen, Senior Internal Performance Auditor  
**Subject:** Proposed 2020-21 Internal Performance Audit Plan

In accordance with Board Policy (1.60.040-P) the Office of Internal Performance Audit submitted the 2020-21 Audit Plan to the Audit Committee for review and input. The attached 2020-21 Audit Plan was reviewed and recommended by the Audit Committee to the full Board of Education for consideration and approval.

Thank you for your consideration.

*Janise Hansen*

Janise Hansen, CIA

## Summary

### 2020-21 Audit Plan Proposal in order of priority:

1. ACH Audit (roll-over audit)
2. PCard Audit (roll-over audit)
3. ASB/SBF Funds Audit
4. Health and Safety Checks Audit\*\*

\*\*The Health and Safety Checks Audit will only be done if students begin to attend in person classes during the 2020-21 school year. If that happens, Health and Safety Checks Audit will take priority over the other audits that are underway.

### Proposed Audit Plan November 2020 -June 2021

Operational Areas / Programs	2016 Risk Assessment		SoS Audit
	Inherent	Control	
<b>1. ACH Audit</b>	N/A	N/A	N/A
<p><b>Objectives/Goals:</b> To determine if the internal controls implemented by management in response to the fraudulent ACH transaction are in place and operating as intended to safeguard District funds.</p> <p><b>Background Information:</b> In August of 2019, there was a fraudulent ACH transaction. The District was able to recover all funds. In response, District management has taken actions to strengthen internal controls around the processing of ACH transactions. The audit will determine if the internal controls are in place and operating as intended to safeguard District funds. In an Audit Committee meeting on October 9, 2019, Claire Hertz, Deputy Superintendent of Business &amp; Operations, requested an audit of the internal controls implemented by management in response to the fraudulent ACH transaction. The Audit Committee approved the addition of the ACH Audit and recommended the ACH Audit to the full Board for approval. The Board approved the addition of the ACH Audit to the audit plan in a Board meeting on October 29, 2019.</p> <p><b>Risks:</b> Internal controls intended to strengthen the District's ability to protect District ACH transactions from fraudulent activities may not be in place or operating as intended leaving the District vulnerable to future fraudulent ACH transaction activities.</p> <p><b>Timing:</b> This is a roll-over audit from the 2019-20 Audit Plan. This audit is currently underway. We anticipate this audit being completed in November with the report being presented to the Audit Committee in December 2020.</p> <p><b>Estimated Hours:</b> 300</p> <p><b>Audit Scope, includes but not limited to:</b></p> <ol style="list-style-type: none"> <li>1) To determine if there is appropriate segregation of duties related to ACH transactions.</li> <li>2) To determine if appropriate access to the District's financial software is appropriate based on the staff's roles and responsibilities.</li> <li>3) To determine if Finance Department staff have completed the required Fraud Awareness training (required annually).</li> <li>5) To determine if internal controls related to ACH transactions agree to best practices.</li> <li>6) To determine if internal control related to ACH transactions are in place and operating as intended to safeguard District funds.</li> </ol>			

Operational Areas / Programs	2016 Risk Assessment		SoS Audit
	Inherent	Control	
<b>2. PCard Audit</b>	n/a	n/a	Recommendation #6
<p><b>Objectives/Goals:</b> To determine if new guidelines, review process, and department audit of PCard purchases that took effect in April 2019 were implemented and that the operations controls are working effectively and efficiently. To determine if the District's internal controls related to PCard transactions are adequate to ensure the safeguarding of District funds.</p> <p><b>Background Information:</b> Use of PCards allow District employees to easily make purchases without having to request preapproval, which has reduced administrative burden, and also take advantage of a 1.7% rebate on standard card purchases. The Secretary of State (SoS) reported that its review of Pcard transactions from July 2016 through March 2018 found the District's internal controls fall short of controls used by the State of Oregon and some other school Districts. The report also stated with 385 cardholders, the District has more cards in circulation and more spending than other large Districts in Oregon.</p> <p><b>Risks:</b> Fraud, waste, and abuse can occur when there is no thorough review of PCard purchases; documents are not verified to support purchases; verification for the business purpose of expense is not validated; insufficient category is not defined for tracking expenditures; or PCard is used inappropriately.</p> <p><b>Timing:</b> This is a roll-over audit from the 2019-20 Audit Plan. This audit is currently underway. We anticipate this audit being completed in January with the report being presented to the Audit Committee in February 2021.</p> <p><b>Estimated Hours:</b> 400</p> <p><b>Audit Scope, includes but not limited to:</b></p> <p>The items listed below were the steps taken by the department after the Secretary of State audit. The review will be to validate the new processes were implemented and:</p> <ol style="list-style-type: none"> <li>1) Management developed monthly report for reporting all infractions.</li> <li>2) Infraction audit team began monthly meetings to review prior month's infractions.</li> <li>3) Restrictions were implemented for certain purchases.</li> <li>4) New PCard Manual incorporating new infraction table, new MCC code restrictions, updated list of prohibited and permitted purchases, and new guidance around certain purchases was created.</li> <li>5) Management developed new set of template emails to notify cardholder, supervisors, and HR (as applicable) of infractions and disciplinary action.</li> <li>6) Training materials for implementation of supervisor approval process in Bank of America Works was developed.</li> <li>7) Auditor will randomly select reports reviewed by managers and validate reviews performed by the department were in accordance to the department policy and procedure.</li> </ol>			

Operational Areas / Programs	2016 Risk Assessment		SoS Audit
	Inherent	Control	
<b>3. Student Body Activity Funds Audit (ASB/SBF Funds Audit)</b>	5	4.55	N/A
<b>Objectives/Goals:</b> To determine whether the District has adequate internal controls to ensure the complete and accurate accounting, tracking, and safeguarding of student body funds.			
<b>Background Information:</b> School principals provide oversight and are responsible for ensuring that student body funds are spent for the general welfare of the student body. While each school principal has the ultimate responsibility for all activities at the school site, many responsibilities for student body funds management function may be delegated to the office manager or other staff members. The Student Body Funds was an item that was on the 2016 Risk Assessment and was rated as being a high risk area. The policies and procedures (P&Ps) that are in the PPS' Policies website have not been updated since 2002. The Deputy Superintendent also reported that there has not been an audit performed in this area.			
<b>Risks:</b> There is high risk/opportunity for fraud in this area. There is a risk internal controls in the schools are not adequate to ensure the complete and accurate accounting, tracking, and safeguarding of student body funds.			
<b>Timing:</b> We anticipate this audit being completed in May with the report being presented to the Audit Committee in June 2021.			
<b>Estimated Hours:</b> 600			
<b>Audit Scope, includes but not limited to:</b> 1) Review policy and procedure for handling student body funds. 2) Determine adequacy of training provided for cash handling. 3) Evaluate how funds are collected/recorded / reconciled at each fund raising event. 4) Obtain cash receipts or lists of students who were required to pay fees to the amounts collected. 5) Inquire how school principals are evaluating complete and accuracy of accounting of funds. 6) Determine if there is an effective oversight of all funds collected from fees/fund raising for all schools. 7) Evaluate recording of funds collected from fees and fund raisings, and expensed by students. 8) Determine if there is consistency in handling student body funds amongst all PPS. 9) Examine how PPS is receiving donations and how they are recorded. 10) Evaluate the processes in closing the books at the end of each school year.			

Operational Areas / Programs	2016 Risk Assessment		SoS Audit
	Inherent	Control	
<b>4. Health and Safety Checks Audit</b>	n/a	n/a	n/a
<b>Objectives/Goals:</b> To determine whether school buildings (where students are attending in person classes) are in compliance with the building safety plan put in place due to the conoravirus pandemic.			
<b>Background Information:</b> As the District begins to have students attending in person classes and/or activities compliance with the each school building safety plan will be crucial to safeguarding the health and safety of District students and staff.			
<b>Risks:</b> There is a risk that school buildings will not be in compliance with the building safety plan which should lead to an increased risk of spreading the coronavirus.			
<b>Timing:</b> This audit will begin when/if students begin attending in person classes and/or activities. Results will be provided to District administration within two days of the site visit to ensure timely feedback. A summary of the results of the site visits completed to date will be provided to the Audit Committee at each meeting.			
<b>Estimated Hours:</b> 200			
<b>Audit Scope, includes but not limited to:</b> 1) Review of the buildings safety plan. 2) Determination of whether the building is in compliance with the building safety plan. NOTE: The audit will not determine the adequacy of the building safety plan, it will only determine compliance with the building safety plan.			





# **Division 22 Community Report 2019-20**

**October 20, 2020**





# Why Division 22 Administrative Rules Assurances

- Commitment to providing a high quality educational experience and equitable opportunities for all students.





# Review of Division 22 in 2018-19

- Media Programs
- Teacher Training Related to Dyslexia
- Programs and Services for TAG Students
- Instructional Materials Adoption





# Standards PPS has Become Compliant over the Past 3 Years

## 2019-20

- Media Programs
- Teacher Training Related to Dyslexia 2019-20

## 2018-19

- Prevention Education in Drugs and Alcohol
- Human Sexuality Education

## 2017-18

- Complaint Procedures



# Changes for Division 22 Process for 2019-20

- [OAR 581-022-0103](#): State Standards for the 2019-20 School Year defines the standards with which districts were required to comply for the 2019-20 school year
- The streamlined standards reflect the need for flexibility during Distance Learning for All in Spring 2020.





# Streamlined Standards for 2019-20 School

- Diploma requirements
- Credit options
- Distance learning for all
- Special education
- Emergent bilinguals
- Talented and gifted
- Alternative education programs
- Equal educational opportunities
- School counseling
- Student safety
- Personnel
- Fingerprinting
- student assessment and reporting
- Student education records
- Records and reports
- Complaint procedures
- Assurances



# Changes to Division 22 Assurances Process

## Revised Timeline

- The assurances process will occur in November instead of February
- This change goes into effect for the 2019-20 school year and will apply for future years as well







# Timeline & Process

## By November 1, 2020:

- Division 22 Community Report to School Board
- Report Posted to PPS Website

## By November 15, 2020:

- School districts complete and submit the annual Division 22 Assurance Form to ODE.

<b>NOVEMBER 2020</b>						
<b>SUN</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>	<b>SAT</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>
<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>
<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>
<b>29</b>	<b>30</b>					





# Summary of Division 22 Changes 2019-20

Division 22 Requirements for 2018-19	Division 22 Requirements for 2019-2020
54 standards	17 standards
Designed for a fully intact school year, with uninterrupted access to in-person instruction.	Designed to accommodate a school year disrupted by COVID-19 pandemic, with interrupted access to in-person instruction.
February 15 deadline for submitting* to ODE	November 15 deadline for submitting* to ODE

\*Submission process for districts will remain the same. Districts will report to their local school board, post the report on their website, and then submit assurances of compliance to ODE using an online form provided by ODE.



# Corrective Action Plan and Timeline 2019-20

[581-022-2500: Programs and Services for TAG Students](https://www.pps.k12.or.us/581-022-2500/Programs%20and%20Services%20for%20TAG%20Students)

- Interruption of corrective action plan and ODE TAG Investigation during spring school closure
- ODE TAG Formal Investigation to be completed by October 30, 2020
- Teacher training on Rate and Level - fall 2020





## [581-022-0104](#) State Standards for the 2020-21 School Year

Adopted by the State Board of Education on September 17, 2020

- specifies that for the 2020-21 school year, all Division 22 standards are in effect unless waived by this rule.

The following standards are waived for 2020-21:

- Personalize Learning Requirements for the Diploma
- Vision and Hearing Screening
- PE Minutes
- Modifications to the Instructional Time Rule



# Division 22 Compliance in 2020-21

- [581-022-2355: Instructional Materials Adoption](#)

## TAG OARs

- [581-022-2500: Programs and Services for TAG Students](#)
- [581-022-2325: Identification of Academically Talented and Intellectually Gifted Students](#)
- [581-022-2330: Rights of Parents of TAG Students](#)
- [581-022-2263 Physical Education Requirements](#)



**PORTLAND PUBLIC SCHOOLS**  
**OFFICE OF INSTRUCTION & SCHOOL COMMUNITIES**

501 North Dixon Street / Portland, OR 97227  
Telephone: (503) 916-3440

**Date:** October 20, 2020  
**To:** School Board  
**From:** Kregg Cuellar, Deputy Superintendent of Instruction and School Communities  
**Subject:** Division 22 Community Report

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**Background:**

On April 16, 2020, the State Board of Education adopted [OAR 581-022-0103: State Standards for the 2019-20 School Year](#). This rule included the planned change to the date for Assurance submission to ODE from February 15 to November 15 in order to make the reporting more proximal to a completed past school year. Shifting the Division 22 Assurance timeline to the fall provides districts additional time and technical assistance from ODE to implement corrective actions in order to achieve compliance by the start of the next school year.

OAR 581-022-0103 also established a streamlined set of Division 22 standard in effect for the 2019-20 school year, in recognition of the challenges faced by districts to accommodate for the emergency shift to Distance Learning for All in response to the COVID-19 pandemic.

For the 2019-20 school year, school districts are required to report on the Division 22 standards included in OAR 581-022-0103; any standard not included in this rule has been waived for the 2019-2020 school year.

Below in this memorandum is a summary of Portland Public School's compliance with each of the requirements of Oregon's administrative rules found in **OAR 581-022-0103**

**Revisiting 2018-19 Division 22 Community Report**

In the 2018-19 [Division 22 Community Report](#) presented to the PPS School Board on January 7, 2020, the District certified compliance with all OARs except four. Below is a status update of those OARS.

- For [581-022-2340: Media Programs](#), ODE determined that PPS was actually in compliance. The corrective action plan provided to ODE indicated to them that the

District demonstrated compliance because we met the requirements by having certified staff in every school and by having articulated program goals and program services. Additionally, we exceeded the expectations for the OAR as we are in the process of aligning our program goals to the Oregon School Library Standards and associated K-14 learning goals with the Common Core State Standards and our GVC framework.

- For [581-022-2440: Teacher Training Related to Dyslexia](#), the District is now in Compliance having completed the corrective action plan.
- For, [581-022-2500: Programs and Services for TAG Students](#), the corrective action plan was approved. The District applied for an extension to this OAR in August. For more details, see **Compliance in 2019-20** below for status of compliance with this OAR.
- For [581-022-2355: Instructional Materials Adoption](#), the corrective action plan was approved. Because the District was not able to be in compliance with all Instructional Materials Adoption by the beginning of the 2020-21 school year, the Board passed [Resolution 6164](#) approving the postponement of OAR 581-0220- 2355. This OAR is waived for the 2019-20 Division 22 Assurances.

Over the past three years, PPS has become compliant with:

- [581-022-2440: Teacher Training Related to Dyslexia](#) in 2019-20
- [581-022-2340: Media Programs](#) in 2019-20
- [581-022-2045: Prevention Education in Drugs and Alcohol](#) in 2018-19
- [581-022-2050: Human Sexuality Education](#) in 2018-19
- [581-022-2370: Complaint Procedure](#) in 2017-18

#### **Timeline:**

- By November 1, 2020: School district superintendents report to their local School Board the district's compliance with all Division 22 Standards in effect for the 2019-20 school year.
- By November 1, 2020: School districts post the report to their websites.
- By November 15, 2020: School districts complete and submit the annual Division 22 Assurance Form.

#### **Compliance in 2019-20:**

For the 2019-20 school year, Portland Public Schools was in compliance with all of the following Standards in OAR 581-022-0103 except one. The District was not in compliance with Standard

**(7) Talented and gifted.** School districts must serve students identified as talented and gifted by accommodating assessed levels of learning and accelerated rates of learning.

**Explanation and Corrective Action:**

Portland Public School District was not able to complete corrective action by the start of the 2020-21 due to the state mandated early closure of schools districts due to COVID-19 and the introduction of distance learning to staff and students. Access to school and district buildings was not allowed hindering sufficient access to teachers and students during the limited on-line learning. Portland Public Schools is in the midst of an ongoing TAG formal investigation by the Oregon Department of Education regarding 581-022-2500 as well as other rules and the investigation was interrupted due to COVID-19. The preliminary results from the investigation will be written by October 30, 2020. The district will use this information to further develop our corrective action.

Beginning in September 2020, PPS teachers began receiving required rate and level training from their building TAG facilitators. TAG Facilitators will receive monthly professional development from the district TAG Department on best practice for TAG students focusing on strategies for differentiating assessed rate and level of learning as well as key characteristics of a TAG student. This professional development will be shared at building sites by the facilitators and through asynchronous learning activities in CANVAS.

New teacher training will include identifying TAG students and how to assess the rate and level of already identified TAG students and provide best practice strategies for teachers to meet TAG students' rate and level of learning. New teacher professional development will be provided during the professional development time that will take place the first two days of teacher in service. The TAG department is collaborating with STEAM and Humanities to embed best practices for TAG students in professional development. Asynchronous and synchronous professional development will be available for teachers monthly on CANVAS beginning in October 2020.

**Looking Ahead to 2020-21:**

[OAR 581-022-0104: State Standards for the 2020-21 School Year](#) was adopted by the State Board of Education on September 17, 2020. It specifies that for the 2020-21 school year, all Division 22 standards are in effect unless waived by this rule.

The following standards are waived for 2020-21:

- All personalized learning requirements for the diploma and modified diploma. (Essential Skills, Career Related Learning Experiences, Extended Application, and Education Plan/Profile)
- Vision and hearing screening requirements. ODE strongly recommends school districts

conduct vision and hearing screenings when safety procedures can be maintained.

- Physical education minutes per week. Districts and charter schools must still ensure that each public school student in kindergarten through grade eight will receive physical education throughout the entire school year.
- The rule creates one new standard: School districts and public charter schools must comply with the Ready School, Safe Learners Guidance issued by the Oregon Department of Education.
- Finally, the rule makes a modification to the instructional time rule. For the 2020-21 school year, school districts and public charter schools may include in the calculation of required instructional time an additional 60 hours for staff professional development and an additional 60 hours for parent teacher communication to facilitate student learning, including parent teacher conferences, training, and support for distance learning. This allowance is in addition to the 30 hours allowed under OAR 581-022-2320(6)(d)(and (e) respectively.

The District anticipates that we will be compliant with all OARs in 2020-21 except:

- [581-022-2355: Instructional Materials Adoption](#)
  - As referenced in the [Staff Report](#) from August 25, 2020, PPS has been unable to purchase comprehensive curriculum resources in content areas described by Division 22. Over the course of the last few years, the school district has made efforts to supplement existing core materials, or has done partial adoptions, given limited funding.

However, through the proposed bond investment, we hope to adopt comprehensive, culturally relevant curricular resources and materials for K-12 classrooms. This investment will put our district in compliance with the state-required adoption timeline and provide updated resources and materials across core subject areas, including language arts, math, science, the arts and social emotional learning.

- TAG Related OARs
  - [581-022-2500: Programs and Services for TAG Students](#)
  - [581-022-2325: Identification of Academically Talented and Intellectually Gifted Students](#)
  - [581-022-2330: Rights of Parents of TAG Students](#)
    - We are currently still under investigation for [581-022-2500: Programs and Services for TAG Students](#). ODE has indicated that once the investigation is concluded and if corrective action is warranted, most likely corrective



action will include PPS K-12 needing to make corrections to all 3 TAG related OARs.

- [OAR 581-022-2263 Physical Education Requirements](#)
  - This OAR is new as of the 2019-20 school year. These requirements were in place previously, but were not a part of Division 22 until 2019-20. The requirements were waived in 2019-20 due to the interruption to the school year. The minutes requirements are waived for 2020-21 as well. However, the District will be out of compliance because students in the middle grades will not be participating in PE throughout the year as required by the modified OAR for 2020-21. Middle grades students are enrolled in 1 quarter of PE **per grade level** for the 2020-21 school year.