



## BOARD OF EDUCATION

Portland Public Schools  
**Regular Meeting**  
September 22, 2020

## VIRTUAL MEETING

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

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

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

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

### AGENDA

- I. 6:00 pm - Opening - 5 min.
- II. 6:05 pm - Resolution No. 6173: Resolution Proclaiming the Celebration of National Hispanic Heritage Month in Portland Public
- III. 6:10 pm - Consent Agenda: Resolutions 6174 through 6177 - 15 min.  
*Vote- Public Comment Accepted*
  1. Resolution 6174: Expenditure Contracts that Exceed \$150,000 for Delegation of Authority
  2. Resolution 6175: Adoption of Minutes
  3. Resolution 6176: Approval of Head Start Policy Council Recommendation
  4. Resolution 6177: Approval of Head Start Policy Council Recommendation
- IV. 6:25 pm - Student and Public Comment - 15 min.
- V. 6:40 pm - Student Representative's Report - 5 min.
- VI. 6:45 pm - Superintendent's Report - 10 min.
- VII. 6:55 pm - Resolution 6178: Amendment to the Fiscal Year 2020-21 Budget for School District No. 1J, Multnomah County, Oregon - 20 min.  
*Vote- Public Comment Accepted*
- VIII. 7:15 pm - Discussion: 2021-2022 Budget Calendar - 10 min.
- IX. 7:25 pm - Resolution No. 6179: Superintendent Evaluation Template - 30 min.  
*Vote- Public Comment Accepted*
- X. 7:55 pm - Board Committee and Conference Reports - 10 min.
  1. Audit Committee
  2. Policy Committee
  3. School Improvement Bond Committee
- XI. 8:05 pm - Other Business / Committee Referrals - 5 min.
- XII. 8:10 pm - Adjourn

#### **Portland Public Schools Nondiscrimination Statement**

*Portland Public Schools recognizes the diversity and worth of all individuals and groups and their roles in society. The District is committed to equal opportunity and nondiscrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender*

*expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service.*

## Resolución Nro. 6173

### Resolución que proclama la celebración del Mes de la Herencia Hispana Nacional en las Escuelas Públicas de Portland

#### CONSIDERANDO

- A. Que la Semana de la Herencia Hispana, la cual comenzó en 1968 bajo el Presidente Lyndon Johnson, fue expandida a “Mes de la Herencia Hispana” por el Presidente Ronald Regan y promulgada como ley en 1988 para cubrir un periodo de 30 días a partir del 15 de septiembre, el día que representa el aniversario de la independencia de cinco países latinoamericanos;
- B. Que los hispanos y latinos han enriquecido y formado positivamente nuestra comunidad. Desde aquellos cuyas raíces se remontan a generaciones anteriores hasta aquellos que han llegado recientemente a buscar la promesa de los Estados Unidos, ellos representan el espíritu de nuestro Sueño Americano, que con el trabajo arduo y educación, se puede construir una vida mejor para uno mismo y un futuro mejor para nuestros hijos.
- C. Que los hispanos y latinos hacen importantes contribuciones y continúan logrando avances en la educación, la medicina, el arte, la cultura y el servicio público, y han sido una influencia constante y vital en el crecimiento y la prosperidad de nuestra comunidad.
- D. Que más del dieciséis por ciento de alumnos matriculados en Escuelas Públicas de Portland son hispanos y/o latinos;
- E. Que más del ocho por ciento de nuestros empleados se compone de hispanos y/o latinos y contribuyen a lograr la misión de PPS en cada nivel dentro de cada departamento y división del Distrito;
- F. Que nuestras escuelas honran y preservan los bienes lingüísticos y culturales de los estudiantes a través de clubes estudiantiles como MECHA y programas de enriquecimiento como nuestros cursos de inmersión lingüística bilingüe, estudios étnicos, teoría crítica de las razas, y la opción de obtener un Sello de Alfabetización Bilingüe al graduarse, que honran y enriquecen las distintas procedencias de nuestros alumnos que hablan español como un idioma de herencia, a la vez que exponen a los que no hablan español a las diversas perspectivas multilingües y multiculturales;
- G. Que nuestro distrito y nuestra comunidad se fortalece con el apoyo y la abogacía de organizaciones como Latino Network, Hacienda CDC, la Cámara Hispana Metropolitana, Verde, el Teatro Milagro, y el Programa Hispano;
- H. Que reconocemos que cuando elevamos a los estudiantes, al personal, a las familias y a los miembros de la comunidad hispanos y latinos, fortalecemos a todo nuestro distrito; cuando creamos más caminos hacia la oportunidad educativa, proporcionamos la oportunidad para todos los estudiantes alcanzar su mayor potencial;
- I. Que entender, reconocer y promover las aportaciones de nuestros estudiantes, personal, familias y comunidades hispanos y latinos es una parte importante de la celebración del Mes de la Herencia Hispana;
- J. Que el valor fundamental de la Equidad Racial y Justicia Social de las Escuelas Públicas de Portland es creer en el derecho fundamental a la dignidad humana y que generar un mundo equitativo requiere un sistema educativo que interrumpa intencionalmente y que construya líderes para interrumpir los sistemas de opresión;

Que la Nueva Imagen de las Escuelas Públicas de Portland, la visión de nuestro Distrito y su “estrella del norte” articula un retrato de un graduado de las Escuelas Públicas de Portland como un pensador crítico compasivo, capaz de colaborar y resolver problemas, y preparado para liderar un mundo socialmente más justo. Los graduados serán líderes de equidad transformacional, los educadores se centrarán en la Equidad Racial y la Justicia Social,

y el distrito escolar promoverá Sistemas y Estructuras alineados con la Equidad Racial;

- K. Que las Escuelas Públicas de Portland tiene una Política de Equidad Racial que establece nuestro compromiso de superar afirmativamente las barreras educativas que han resultado en una brecha persistente e inaceptable para los estudiantes de color y de dar a cada estudiante la oportunidad y el apoyo para alcanzar su máximo potencial;
- L. Que cerrar las brechas de oportunidades mientras elevamos el rendimiento de todos los estudiantes es la prioridad principal de la Junta Escolar, el Superintendente y todo el personal del distrito; y
- M. Que la Junta Escolar de las Escuelas Públicas de Portland cree que cada estudiante debe ser celebrado y apreciado por las distintas y vibrantes contribuciones que hacen al compartir culturas, idiomas, ideas, creencias y valores dentro de la comunidad escolar.

### **SE RESUELVE**

Que la Junta Escolar de las Escuelas Públicas de Portland por la presente promueve el 15 de septiembre al 15 de octubre como el Mes de Herencia Hispana y alienta a los miembros del personal, alumnos y a la comunidad a observar, reconocer y celebrar la cultura, herencia y contribuciones económicas de los hispanos y latinos a Portland, Oregón y a los Estados Unidos a través de actividades culturalmente relevantes; y aprender del pasado y entender las experiencias que han formado los Estados Unidos.

### **Resolution No. 6173**

#### Resolution in Celebration of Latinx Heritage in Portland Public Schools

### **RECITALS**

- A. Hispanic Heritage Week, which began in 1968 under President Lyndon Johnson, was expanded to National Hispanic Heritage Month by President Ronald Reagan and enacted into law in 1988 to cover a 30-day period starting on September 15, the day that represents the anniversary of independence for five Latin American countries;
- B. Hispanics and Latinos have enriched and positively shaped our community. From those whose roots trace back generations to those who have recently arrived to pursue the promise of the United States, they represent the spirit of our American Dream: with hard work and an education, you can build a better life for yourself and a better future for your children.
- C. Hispanics and Latinos make profound contributions and continue to make advances in education, medicine, art, culture, and public service and have been a consistent and vital influence in our community's growth and prosperity.
- D. More than sixteen percent of enrolled students in the Portland Public Schools are Hispanic and/or Latino;
- E. Hispanics and/or Latinos comprise over eight percent of our employees and contribute to the accomplishment of PPS's mission at every level within every department and division of the District;
- F. Our schools honor and preserve the linguistic and cultural assets of students through student clubs like MECHA and enrichment programs such as our Dual Language Immersion, Ethnic Studies, Critical Race Theory courses, and the option to obtain a seal of Biliteracy upon graduation that honor and enrich the diverse backgrounds of our heritage Spanish-speakers, while exposing non-Spanish speakers to diverse multilingual and multicultural perspectives;

- G. Our district and our community is strengthened by the support and advocacy of organizations like Latino Network, Hacienda CDC, the Hispanic Metropolitan Chamber, Verde, Milagro Theater, and El Programa Hispano;
- H. We recognize that when we lift up Hispanic/Latino students, staff, families, and community members, we strengthen our entire district; when we create more pathways to educational opportunity, we provide the chance for all students to reach their greatest potential;
- I. Understanding, recognizing, and promoting the assets of our Hispanic and Latino students, staff, families and community is an important part of celebrating Hispanic Heritage Month;
- J. Portland Public Schools' core value of Racial Equity and Social Justice is that we believe in the fundamental right to human dignity and that generating an equitable world requires an educational system that intentionally disrupts – and build leaders to disrupt – systems of oppression;
- K. Portland Public Schools reimagined, our District's vision and "north star," articulates a portrait of a graduate of Portland Public Schools as a compassionate critical thinker, able to collaborate and solve problems, and prepared to lead a more socially just world. Graduates will be Transformational Equity Leaders, educators will be Racial Equity and Social Justice Centered, and the school district will advance Racial Equity Aligned Systems and Structures;
- L. Portland Public Schools has a Racial Education Equity Policy that states our commitment to affirmatively overcome the educational barriers that have resulted in a persistent, unacceptable gap for students of color and to give each student the opportunity and support to meet his or her highest potential;
- M. Closing opportunity gaps while raising achievement for all students is the top priority of the Board of Education, the Superintendent, and all district staff; and
- N. The Portland Public Schools Board of Education believes each and every student is to be celebrated and appreciated for the distinct and vibrant contributions made by sharing cultures, language, ideas, beliefs and values within a school community.

### **RESOLVED**

The Portland Public Schools Board of Education hereby promotes September 15<sup>th</sup> through October 15<sup>th</sup> as Hispanic Heritage Month and encourages staff, students, and community to observe, recognize, and celebrate the culture, heritage, and economic contributions of Hispanics and Latinos to Portland, Oregon, and the United States through culturally relevant activity, and to learn from the past and understand the experiences that have shaped the United States.

**RESOLUTION No. 6174**

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>
Center for InterCultural Organizing	9/23/20 through 6/30/21  Option to renew for up to three additional one-year terms through 6/30/24	Personal Services PS 89264	RESJ Mentoring & Leadership Development  Request for Proposals  2019-2700	Original Term: \$110,000  Total through renewals: \$440,000	D. Ledezma  Fund 101 Dept. 5432
Worldbook, Inc.	9/23/20 through 6/30/25	Digital Resource DR 86135	Digital content including online encyclopedia, E-Book Suite, Adv. Differentiated & Hispanica, Dramatic Learning, Early World of Learning, Kids eLearn, Science Power, and Social Studies Power.  Approved Special Class Procurement: Copyrighted Materials and Creative Works  PPS-47-0288(4)	\$262,500	K. Cuellar  Fund 101 Dept. 5555
Black Parent Initiative	9/23/20 through 6/30/21  Options to renew for up to three additional one-year terms through 6/30/24	Personal Services PS 89263	RESJ Culturally Specific Family Engagement, and Student Advocacy/Positive Cultural Identity Development.  Request for Proposals  2019-2700	Original Term: \$380,380  Total through renewals: \$1,521,520	D. Ledezma  Fund 101 Dept. 5432
Delta Connects	9/23/20 through 9/8/23	Flexible Services Contractor Pool FSCP 89209	Flexible Services Contractor Pool –HVAC  Request for Proposals  2020-2847	\$2,000,000	C. Hertz  Funding Source Varies

## September 22, 2020

Portland Opportunities Industrialization Center (POIC)	9/23/20 through 6/30/21 Options to renew for up to three additional one-year terms through 6/30/24	Personal Services PS 89267	RESJ Wrap Around Services & Mentoring and Leadership Development  Request for Proposals 2019-2700	Original Term: \$250,000 Total through renewals: \$1,000,000	D. Ledezma Fund 101 Dept. 5432
Latino Network	9/23/20 through 6/30/21 Options to renew for up to three additional one-year terms through 6/30/24	Personal Services PS 89276	RESJ Culturally Specific Family Engagement, Wrap Around Services, and Mentoring & Leadership Development  Request for Proposals 2019-2700	Original Term: \$1,184,691 Total through renewals: \$4,738,764	D. Ledezma Fund 101 Dept. 5432
Don Johnston, Inc.	9/30/20 through 9/30/23	Digital Resources DR 89280	Snap and Read, and CoWriter licenses for all SPED and Title schools.  Approved Special Class Procurement: Copyrighted and Creative Works  PPS-47-0288(4)	\$300,000	K. Cuellar Fund 205 Dept. 5407 Grant G2000
Follett School Resources	9/23/20 through 6/30/21 Option to renew for up to four additional one-year terms through 6/30/25	Material Requirements MR 89284	Purchase of library materials on an as-needed basis.  Request for Proposals 2020-2851	Original Term: \$400,000 Total through renewals: \$2,000,000	K. Cuellar Funding Source Varies
Albina Head Start	9/23/20 through 7/2/21	Personal Services PS 89290	Program for 44 infants and toddlers at Marshall, Roosevelt, Grant, and Franklin.  Direct Negotiation  PPS-46-0525(3)	\$466,840	K. Cuellar Fund 101 Dept. 4306

### NEW INTERGOVERNMENTAL AGREEMENTS ("IGAs")

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
David Douglas School District	7/1/20 through 6/30/21	Intergovernmental Agreement IGA 89240	Provide regional services to eligible individuals with Autism Spectrum Disorder.	\$194,700	K. Cuellar Fund 205 Dept. 5433 Grant G1900

### AMENDMENTS TO EXISTING CONTRACTS

No New Amendments

**Summary of Personal Service Contracts - September 22, 2020**

<b>Contractor</b>	<b>Contract Term and Type</b>	<b>Description of Services</b>	<b>Rationale/Justification</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
Center for InterCultural Organizing	9/23/20 through 6/30/21 Option to renew for up to three additional one-year terms through 6/30/24  Personal Services PS 89264  Request for Proposals 2019-2700	RESJ Mentoring & Leadership Development  Center for Intercultural Organizing offers a youth-led, annual leadership development training program involving youth organizing, community-based leadership and social justice training to address common barriers to education for students impacted by disproportionate discipline and report a lack of sense of belonging at school	These services align with PPS' Racial Educational Equity Policy, the district vision, PPS reimagined, the strategic plan and the RESJ Framework and Plan. The strategies outlined in our PPS RESJ Partnership Investment Strategy are researched and proven to be effective in supporting student achievement for students of color.	Original Term: \$110,000 Total through renewals: \$440,000	D. Ledezma Fund 101 Dept. 5432
Black Parent Initiative	9/23/20 through 6/30/21 Options to renew for up to three additional one-year terms through 6/30/24  Personal Services PS 89263  Request for Proposals 2019-2700	RESJ Culturally Specific Family Engagement, and Student Advocacy/Positive Cultural Identity Development.  Black Parent Initiative will serve parents who care for African American/Black students and African American/Black students.	These services align with PPS' Racial Educational Equity Policy, the district vision, PPS reimagined, the strategic plan and the RESJ Framework and Plan. The strategies outlined in our PPS RESJ Partnership Investment Strategy are researched and proven to be effective in supporting student achievement for students of color.	Original Term: \$380,380 Total through renewals: \$1,521,520	D. Ledezma Fund 101 Dept. 5432
Portland Opportunities Industrialization Center (POIC)	9/23/20 through 6/30/21 Options to renew for up to three additional one-year terms through 6/30/24  Personal Services PS 89267  Request for Proposals 2019-2700	RESJ Wrap Around Services & Mentoring and Leadership Development  POIC will serve primarily African American and Black young adult students by engaging, serving, and connecting local marginalized and disconnected young adults with programs and services to build resilience and self-reliance, and provide group mentoring support for elementary and middle school students.	These services align with PPS' Racial Educational Equity Policy, the district vision, PPS reimagined, the strategic plan and the RESJ Framework and Plan. The strategies outlined in our PPS RESJ Partnership Investment Strategy are researched and proven to be effective in supporting student achievement for students of color.	Original Term: \$250,000 Total through renewals: \$1,000,000	D. Ledezma Fund 101 Dept. 5432
Latino Network	9/23/20 through 6/30/21 Options to renew for up to three additional one-year terms through 6/30/24  Personal Services PS 89276  Request for Proposals 2019-2700	RESJ Culturally Specific Family Engagement, Wrap Around Services, and Mentoring & Leadership Development  Latino Network - Juntos Aprendemos serves Latinx children and their parents/caregivers with a parent-child early learning program. Juntos al Kinder supports incoming kinders and families during the Summer and Fall. Latino Network - Early Escalera/Escalera/MEChA/Ballet Folklorico works with Latino High School students. Latino Network - Conexiones & CDP works with Latino Middle School students.	These services align with PPS' Racial Educational Equity Policy, the district vision, PPS reimagined, the strategic plan and the RESJ Framework and Plan. The strategies outlined in our PPS RESJ Partnership Investment Strategy are researched and proven to be effective in supporting student achievement for students of color.	Original Term: \$1,184,691 Total through renewals: \$4,738,764	D. Ledezma Fund 101 Dept. 5432



**Regular Meeting Minutes**

Tuesday, September 8, 2020 6:00 PM

Virtual Meeting

**Present**

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

**Actions Taken**

Motion to approve the Consent Agenda, including Resolutions 6167 through 6172. This motion, made by Amy Kohnstamm and seconded by Director Scott Bailey, Passed.

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

Yes: 7, No: 0

**RESOLUTION No. 6167**

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>
Coalition of Black Men	9/9/20 through 6/30/21 Option to renew for up to three additional one-year terms through 6/30/24	Personal Services PS 89164	RESJ Mentoring & Leadership Development at Astor, Lent, & Tubman.  Request for Proposals 2019-2700	Original Term: \$120,000 Total through renewals: \$480,000	D. Ledezma Fund 101 Dept. 5432
Michael Grice	9/9/20 through 6/30/21 Option to renew for up to three additional one-year terms through 6/30/24	Personal Services PS 89176	RESJ Mentoring & Leadership Development.  Request for Proposals 2019-2700	Original Term: \$49,000 Total through renewals: \$196,000	D. Ledezma Fund 101 Dept. 5432
Urban League of Portland	9/9/20 through 6/30/21 Option to renew for up to three additional one-year terms through 6/30/24	Personal Services PS 89165	RESJ Enriched Learning & Enrichment  Request for Proposals 2019-2700	Original Term: \$82,250 Total through renewals: \$329,000	D. Ledezma Fund 101 Dept. 5432
Chess For Success	9/9/20 through 6/30/21 Option to renew for up to three additional one-year terms through 6/30/24	Personal Services PS 89174	RESJ Enriched Learning & Enrichment  Request for Proposals 2019-2700	Original Term: \$125,000 Total through renewals: \$500,000	D. Ledezma Fund 101 Dept. 5432

Fulcrum Construction & Building Services, LLC	9/9/20 through 7/31/22 Option to renew for up to three additional one-year terms through 7/31/25	Indefinite Quantity/Indefinite Delivery ID/IQ 89101	Lead Paint Abatement – Multiple Sites Request for Proposals 2019-2708	\$2,000,000	C. Hertz Fund 455 Dept. 5511 Project DS004
Asa Construction Corporation	9/9/20 through 7/31/22 Option to renew for up to three additional one-year terms through 7/31/25	Indefinite Quantity/Indefinite Delivery ID/IQ 89102	Lead Paint Abatement – Multiple Sites Request for Proposals 2019-2708	\$2,000,000	C. Hertz Fund 455 Dept. 5511 Project DS004
First Cascade Corporation	9/9/20 through 7/31/22 Option to renew for up to three additional one-year terms through 7/31/25	Indefinite Quantity/Indefinite Delivery ID/IQ 89105	Lead Paint Abatement – Multiple Sites Request for Proposals 2019-2708	\$2,000,000	C. Hertz Fund 455 Dept. 5511 Project DS004
Pacific Industrial Painting dba Advanced Technology Group, Inc.	9/9/20 through 7/31/22 Option to renew for up to three additional one-year terms through 7/31/25	Indefinite Quantity/Indefinite Delivery ID/IQ 89102	Lead Paint Abatement – Multiple Sites Request for Proposals 2019-2708	\$2,000,000	C. Hertz Fund 455 Dept. 5511 Project DS004
INVO Healthcare Associates	9/9/20 through 6/30/21	Personal Services PS 89175	Provide the District a Board Certified Behavior Analyst (BCBA) and two Registered Behavior Analysis Interventionalists (RBAI).  Direct Negotiation – Unique Knowledge & Expertise in a Specialized Service Area PPS-46-0525(4)	\$225,408	K. Cuellar Fund 101 Dept. 5414
CBRE/Heery	9/9/20 through 6/30/21 Option to renew for up to two additional one-year terms through 6/30/23	Related Services RS 89203	On-Call Project Management. Request for Proposals 2017-2352	Original Term: \$5,000,000 Total through renewals: \$5,000,000	C. Hertz Funding Source Varies

Horizons Counseling Services, LLC	9/9/20 through 6/30/21 Option to renew for up to three additional one-year terms through 6/30/24	Personal Services PS 89256	RESJ Culturally Specific Family Engagement, and Mentoring/Leadership Development.  Request for Proposals 2019-2700	Original Term: \$271,312 Total through renewals: \$1,085,248	D. Ledezma Fund 101 Dept. 5432
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**NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)**

No New IGAs

**AMENDMENTS TO EXISTING CONTRACTS**

<b>Contractor</b>	<b>Contract Amendment Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Amendment Amount, Contract Total</b>	<b>Responsible Administrator, Funding Source</b>
Relay Resources, Inc.	9/9/20 through 8/20/21	Services S 64948 Amendment 3	Provide weekly laundry services to District’s Nutrition Services department.  Exempt from Competitive Procurement: Required Procurement of Qualified Rehabilitation Facility Products or Services  PPS-45-0410	\$52,000 \$196,000	C. Hertz Fund 202 Dept. 5570

**RESOLUTION No. 6168****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>
Portland Public Schools	9/1/20 through 6/30/21	Intergovernmental Agreement/Revenue IGA/R 89162	Columbia Regional Program and District will partner to deliver regional services for Deaf/Hard of Hearing students.	\$617,895	K. Cuellar Fund 299 Dept. 5422 Grant S0031
North Clackamas School District	9/1/20 through 6/30/21	Intergovernmental Agreement/Revenue IGA/R 89194	Columbia Regional Program and North Clackamas SD will partner to deliver regional services for Deaf/Hard of Hearing students.	\$216,825	K. Cuellar Fund 299 Dept. 5422 Grant S0031
State of Oregon, Early Learning Division	7/1/20 through 6/30/21	Intergovernmental Agreement/Revenue IGA/R 89246	Preschool Promise grant covering 60 preschool seats at Faubion, Boise-Eliot Humboldt, and Martin Luther King, Jr.	\$1,497,000	K. Cuellar Fund 205 Dept. 9999 Grant G2009

**AMENDMENTS TO EXISTING REVENUE CONTRACTS**

No Amendments to Existing Revenue Contracts

**RESOLUTION No. 6169**

The Following Minutes are offered for Adoption

- August 25, 2020 – Regular Meeting

**RESOLUTION No. 6170**

ULP Settlement Agreement

The authority is granted to resolve a disputed unfair labor practice charge filed by Portland Association of Teachers regarding compensation of substitute educators and related issues stemming from the spring 2020 school building closures. Terms of settlement include a one-time change to the health insurance eligibility for substitute educators, which will be prorated to account for the reduced number of school days in the 2019-20 school year due to the pandemic, and providing professional development to substitute educators related to teaching in the Comprehensive Distance Learning environment. The settlement agreement will be in a form approved by the General Counsel.

**RESOLUTION No. 6171**

Settlement Agreement

**RESOLUTION**

The authority to pay \$33,250 is granted to the Superintendent to enter into an agreement to resolve claims brought on behalf of a student in a form approved by the General Counsel's Office.



**RESOLUTION No. 6172**

Authorizing a Second Amendment to the Right-of-Way Easement Dedication for the Lincoln High School Modernization Project Located at 1600 SW Salmon, Portland, Oregon

**RECITALS**

- A. The Lincoln High School Modernization Project is part of the 2017 School Improvement Bond.
- B. The design of the Project requires street improvements such as new sidewalks, ADA accessible ramps, and utility services that enhance the property and are required by City code.
- C. These street improvements require a right-of-way easement dedication to Portland Bureau of Transportation.
- D. Such right-of-way easements are frequently required in order to obtain the building permit on large construction projects and are typically provided without cost.
- E. On June 11, 2020, the Board approved the Lincoln High School right-of-way easement consist of approximately 4,358 (four thousand, three hundred and fifty-eight) square feet of land, consisting of three-feet to five-feet sections of frontage along the streets adjacent to Lincoln High School (the Lincoln Easement), Board Resolution 6125.
- F. On August 11, 2020, the Board approved an amendment to the Lincoln Easement for the new service that will be provided by the Portland Water Bureau and consisting of approximately 123 (one-hundred and three) square feet of additional land (the Amended Lincoln Easement), Board Resolution 6155.
- G. A second amendment to include an additional 175 (one-hundred seventy-five) square feet of land at the southeast access point adjacent to the terminus of SW 16<sup>th</sup> Avenue (the Second Amended Lincoln Easement) is now being required by Portland Bureau of Transportation for the new service that will be provided by the Portland Water Bureau.
- H. The Second Amended Lincoln Easement dedication is required so that the final building permit can be issued.

**RESOLUTION**

- 1. The Board hereby authorizes the Second Amended Lincoln Easement dedication to the Portland Bureau of Transportation.
- 2. The Board hereby authorizes the Deputy Clerk to execute the required documents in a form approved by District General Counsel and to convey the Second Amended Lincoln Easement to the Portland Bureau of Transportation so that the building permit for the Lincoln High School Modernization Project can be issued.

**RESOLUTION No. 6176**

Approval of Head Start Policy Council Recommendation

**RECITALS**

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. Portland Public Schools Policy Council recommends submitting the Revenue Contract for the State of Oregon Head Start Funding for fiscal year 2021 in the amount of \$5,799,811 for the grant period July 1, 2020 through June 30, 2021

**RESOLUTION**

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



**PORTLAND PUBLIC SCHOOLS**  
**Office of Head Start / Early Learners**

501 N Dixon Street / Portland, OR 97227  
Telephone: (503) 916-5724

**Date:** September 14, 2020  
**To:** PPS School Board  
**From:** Emily Glasgow, Director of Early Learning  
Robert D. Cantwell, Head Start Director  
**Subject:** Board Resolutions

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**BACKGROUND**

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

**1. Portland Children's Levy (PCL) Revenue Contract: Board Resolution Needed**

PPS Head Start requests approval from the PPS School Board to accept funds awarded by the Portland Children's Levy. The PPS Head Start Parent Policy Council approved acceptance of this award on September 13, 2020.

**2. State of Oregon OPK Head Start Funding Award: Board Resolution Needed**

PPS Head Start requests approval from the PPS School Board to accept funds awarded by the State of Oregon Early Learning Division OPK Head Start funding for fiscal year 2020-2021. The PPS Head Start Parent Policy Council approved acceptance of this award on September 13, 2020.

**ANALYSIS OF SITUATION**

Items listed above support the high quality, comprehensive services provided to the children and families enrolled in PPS Head Start.

**FISCAL IMPACT**

- 1. Portland Children's Levy (PCL) revenue contract adds \$1,669,112 to the PPS Head Start budget for fiscal years 2020-2023.
- 2. State of Oregon Early Learning Division OPK funding adds \$5,799,811 to the PPS Head Start budget for fiscal year 2020-2021.

**COMMUNITY ENGAGEMENT (IF APPLICABLE)**

PPS Head Start Parent Policy Council reviewed, provided input, and approved these actions/documents on September 13, 2020 as noted above.

**TIMELINE FOR IMPLEMENTATION / EVALUATION**

The timeline for implementation will be the 2020-2023 fiscal cycle and the 2020-2021 school year respectively.

**BOARD OPTIONS WITH ANALYSIS** Board approval needed.

**CONNECTION TO BOARD GOALS**

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

Portland Public Schools' vision is this: Every student, every teacher, and every school succeeding. The school district's mission is that every student by name is prepared for college, career, and participation as an active community member, regardless of race, income, or zip code. The Board adopted the following four priorities for the 2018-19 school year to move the school district toward the above aspirations:

- Set a clear vision and strategic plan.
- Create equitable opportunities and outcomes for all students.
- Build management accountability systems and structures.
- Allocate budget, funding, and resources focused on improving outcomes for students.

All of the above items support the district’s and School Board’s vision and priorities.

**STAFF RECOMMENDATION**

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

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

**ATTACHMENTS**

- A. PPS Head Start Policy Council Signature Letter of Approval for PCL Award
- B. PPS School Board Signature Letter of Approval for PCL Award
- C. PPS School Board Resolution for PCL Award
- D. Portland Children’s Levy Grant Agreement Signed
- E. PPS Head Start Policy Council Signature Letter of Approval for State OPK Contract
- F. PPS School Board Signature Letter of Approval for State OPK Contract
- G. PPS School Board Resolution for State OPK Contract
- H. 2020-2021 State OPK Contract

**ELD GRANT #OPK\_0030 –Oregon Pre-Kindergarten Program**

**STATE OF OREGON  
GRANT AGREEMENT**

Grant No. **OPK\_0030**

This Grant Agreement (“Grant” or “Grant Agreement”) is between the State of Oregon acting by and through its Early Learning Division, Department of Education (“Agency”) and PORTLAND PUBLIC SCHOOLS (“Grantee”), each a “Party” and, together, the “Parties.”

**SECTION 1: AUTHORITY**

Pursuant to Oregon Revised Statute 329.175, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

**SECTION 2: 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 (Project Description and Budget)
- Exhibit B (Insurance)
- Exhibit C (Equity Goals and Objectives)
- Exhibit D (Application, incorporated by reference)

**SECTION 3: EFFECTIVE DATE AND DURATION**

This Grant shall become effective on the earlier of July 1, 2020 or the date when this Grant Agreement is fully executed. Unless otherwise terminated or extended, this Grant Agreement expires on the earlier of September 30, 2021 or after all deliverables have been submitted by Grantee and approved by the Agency and final payment is made. The “Performance Period” is from July 1, 2020 through June 30, 2021 and is the period during which services under this grant must be performed. Services performed outside of the “Performance Period” are not eligible for disbursement.

**SECTION 4: GRANT MANAGERS**

**4.1** Agency’s Grant Manager is:

Teresa Waite, Grant Manager  
Early Learning Division  
700 Summer Street NE, Suite 350  
Salem, OR 97301  
Phone: 503-934-1891 | Cell: 503-798-7698 | Email: [opk@state.or.us](mailto:opk@state.or.us)

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**4.2 Grantee’s Grant Manager is:**

Robert Cantwell, Director  
Portland Public Schools  
4800 N 74th Avenue  
Portland, OR 97218  
503-916-5724  
[rcantwell@pps.net](mailto:rcantwell@pps.net)

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

**SECTION 5: PROJECT ACTIVITIES**

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the “Performance Period”.

**SECTION 6: GRANT FUNDS**

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to **\$5,799,811.00** (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its State of Oregon General Fund and Fund for Student Success appropriations (the “Funds”).

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 the Funds will be insufficient 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 Funds do 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 the Project cessation order by a supplemental written notice or (ii) terminate this Agreement as permitted by either the termination at Agency’s discretion or for cause provisions of this Agreement.

**SECTION 7: DISBURSEMENT GENERALLY**

**7.1 Disbursement.**

**7.1.1** Subject to the availability of sufficient Funds, 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** Upon execution of this Grant, Agency may disburse the amount of Grant Funds

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requested by Grantee using Agency's Electronic Grants Management System ("EGMS"). Agency will not disburse the entire amount of Grant Funds in one disbursement.

**7.1.3** Grantee may request disbursement of Grant Funds prior to incurring expenditures that will be paid with Grant Funds for the first quarter of the Performance Period (July through September) and monthly thereafter. Grantee may expend Grant Funds only for costs that are reasonable, necessary and directly related to the Project ("Allowable Costs"). By submitting a claim, Grantee attests that the costs for which it requests disbursement are Allowable Costs.

**7.1.4** After each disbursement of Grant Funds, Agency will make subsequent disbursements to Grantee only after Grantee has submitted the reports required under Exhibit A, Section IV. Grantee must accurately and completely account for and document its expenditures in sufficient detail to permit Agency to verify that Grantee spent its Grant Funds only on Allowable Costs.

**7.1.5** If applicable, Agency may withhold disbursements of Grant Funds if Grantee reports "Under-enrollment" or "Un-opened Classrooms" in the reports required under Exhibit A, Section IV. The amount withheld due to Grantee's Under-enrollment or Un-opened Classrooms may increase based on the length of time and degree of Grantee's Under-enrollment or Un-opened Classrooms. The process for managing Under-enrollment and Un-opened Classrooms is described in Agency's Pre-Kindergarten Program Grant Manual for Program year 2020-21 Version 0.1 (July 2020) (together with any later version of the "Program Manual").

**7.1.6** For purposes of this Grant, "Under-enrollment" means the percentage by which the number of children and families actually served by Grantee in a reporting period is less than the number of children and families set forth in Exhibit A, Section III – budget table, as the Target Number of Children/Slots.

**7.1.7** For purposes of this Grant, "Un-opened Classrooms" means the number of planned classrooms compared to the number of opened classrooms reported by Grantee through the scheduled monthly Site and Service Workbook report.

**7.1.8** Grantee must repay to Agency any overpayment of Grant Funds in excess of Allowable Costs for the Project as provided in Section 17 of this Grant Agreement.

**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 Funds (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);

**7.2.2** No default as described in Section 15 has occurred;

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**7.2.3** Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of each disbursement with the same effect as though made on the date of this Grant Agreement; and

**7.2.4** Grantee is in compliance with the reporting requirements identified in Exhibit A of this Grant Agreement.

**7.3 No Duplicate Payment.** Grantee may use other moneys in addition to the Grant Funds to carry out the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other moneys and would result in duplicate funding. Grantee must assure that Grant Funds are used to supplement and not supplant public moneys received from any other source.

**SECTION 8: REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

**8.1.1** Grantee is duly organized and validly existing and 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.

**8.1.2** Grantee will comply with all applicable federal, state and local laws pertaining to this Grant, including without limitation the State of Oregon, Office of Child Care requirements set forth in ORS chapter 329A, the fingerprinting requirements of the State set forth in ORS 181A.200, any administrative rules promulgated to carry out those statutes, and any applicable guidance published by Agency, the Oregon Health Authority or another state agency pursuant to Executive Orders issued by the Governor to address the COVID-19 State of Emergency.

**8.1.3** Before performing any Project activities, any employee or subcontractor of Grantee who has or is expected to have direct unsupervised contact with children while performing Project activities must be enrolled in the Office of Child Care, Central Background Registry pursuant to OAR 414-061-0000 through 0120, available at <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1901>.

**8.1.4** Grantee has all necessary licenses, certificates or other authorizations from regulatory authorities necessary to perform its obligations under this Grant. Grantee will notify the Agency within five (5) business days of receiving any licensing, regulatory or compliance violations.

**SECTION 9: CONFIDENTIAL INFORMATION**

**9.1 Maintain confidentiality.** 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) and (b) social security numbers



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(“Confidential Information”). 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.

- 9.2 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 9.1 of this Section.

**SECTION 10: INDEMNITY/LIABILITY**

- 10.1 Indemnity.** Grantee must defend, 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 Grantee’s authority to indemnify, 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.
- 10.2 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 or counsel for the State of Oregon or any of its agencies, without first receiving consent from the Oregon Attorney General; or 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.
- 10.3 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 11: INSURANCE**

- 11.1 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 in the types and amounts indicated in Exhibit B.
- 11.2 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 B 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

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Exhibit B, or (iii) a combination of any or all of the foregoing.

- 11.3 Real Property.** If the Project includes the 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 12: GRANTEE SUBAGREEMENTS AND PROCUREMENTS**

- 12.1** Grantee may enter into agreements with contractors or subcontractors (collectively, "subagreements") for performance of specific services for the Project only after approval by the Agency's Grant Manager.
- 12.1.1** Grantee may not subcontract for the delivery of the Project in its entirety, but may subcontract for specific services consistent with the program structure described in the Head Start Program Performance Standards at <https://eclkc.ohs.acf.hhs.gov/policy/45-cfr-chap-xiii/1302-20-determining-program-structure>.
- 12.1.2** All subagreements must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Grant Agreement to the contractor or subcontractor. Use of a subagreement does not relieve Grantee of its responsibilities under this Grant Agreement.
- 12.1.3** Grantee agrees to provide Agency with a copy of any signed subagreement upon request by Agency. Any substantial breach of a term or condition of a subagreement relating to Grant Funds must be reported by Grantee to Agency within ten (10) days of its discovery by Grantee.
- 12.1.4** Grantee must purchase any equipment, materials, or services for the Project under procedures that comply with Oregon law, including any applicable provisions of the Oregon Public Contracting Code and its implementing rules.
- 12.1.5** Grantee shall not award, enter into, or otherwise participate in any subagreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the subagreement:
- 12.1.5.1** An employee, officer, or agent of the Grantee ("Related Person");
  - 12.1.5.2** A Related Person's spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
  - 12.1.5.3** The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Related Person;
  - 12.1.5.4** Any individual for whom a Related Person has a legal support obligation; or

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- 12.1.5.5** An organization in which any of the individuals identified above is a partner, member, or employee or from which the individual otherwise receives a financial benefit.

**SECTION 13: RECORDS MAINTENANCE AND ACCESS**

- 13.1** 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 that 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.

**SECTION 14: GOVERNING LAW, JURISDICTION**

- 14.1** 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 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

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expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made;

**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 Funds.

**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, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines in accord with Section 17, (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, disbursement for Project activities 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 amount due to Agency for Under-enrollment by Grantee;
- 17.2 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;
- 17.3 Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.4 Any Grant Funds determined by Agency to be spent for purposes other than Allowable Costs; or
- 17.5 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 Funds; 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

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

**19.2 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 by 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.

**19.3 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations that by their express terms survive termination of this Grant, including without limitation records retention, confidentiality restrictions, indemnities, governing law, and remedies. Termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

**19.4 Severability.** The Parties agree if any 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 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 provision held to be invalid.

**19.5 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not

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signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.

- 19.6 No Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. There are no other parties that are intended beneficiaries of this Grant.
- 19.7 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.
- 19.8 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.
- 19.9 Merger, Waiver.** This Grant and all exhibits and attachments 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.

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**SECTION 20: SIGNATURES**

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below. The Parties agree that by the exchange of this Agreement electronically, each has agreed to the use of electronic means. By inserting an electronic signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Agreement and that their electronic signature should be given full force and effect to create a valid and legally binding contract.

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

**Portland Public Schools**

By:

By:

*Robert Cantwell, Director*

\_\_\_\_\_

Robert Cantwell, Director

Robert Cantwell, Director

*Printed Name, Title*

*Printed Name, Title*

9/5/2020

*Date:*

*Date:*

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

By: Cynthia Byrnes, via email

8-19-2020

*Cynthia Byrnes, Assistant Attorney General*

*Date:*



**ELD GRANT #OPK\_0030 –Oregon Pre-Kindergarten Program**

**EXHIBIT A  
PROJECT DESCRIPTION AND BUDGET**

**SECTION I – BACKGROUND**

The Oregon Prekindergarten Program (OPK) serves children prenatal to five years old who are not yet eligible for kindergarten or whose family circumstances qualify them for the federal Head Start program. The OPK provides all program components as specified in the federal Head Start Program Performance Standards (45 CFR Chapter XIII).

**SECTION II – DEFINITIONS**

Capitalized terms used in this Agreement shall have the meanings given in OAR 414-460-0000 unless another meaning is specifically provided in this Agreement.

“Early Intervention/Early Childhood Special Education (EI/ECSE)” means: EI - Individually designed services for children birth to three and support for parents to enhance children's physical, cognitive, communication, social emotional and/or adaptive development; and ECSE - Specially designed instruction for children ages 3 to the age of public school eligibility in the areas of communication, cognitive, social/emotional, adaptive and others.

“Early Learning Hub or ELH” means the local coordinating entity designated by and contracted to the Division for early learning system programs and services.

“Extended Duration” means lengthening the hours of services that a grantee offers individual children and their families, with the goal of increasing children's learning and developmental outcomes by providing more hours of high-quality learning experiences, including providing at least 1,020 hours of planned class operations over the course of a minimum of eight months per year, or providing fewer hours to align with local public schools schedules where such alignment is necessary for partnerships in service delivery.

“Service Area” means the geographic area identified in an approved request for grant funds within which a grantee provides Head Start services.

“Service Area Coordination Agreement” means the required assurance between Grantee and others showing partnerships or coordination with other early childhood and education programs and confirming the requested funding will not supplant, duplicate or overlap existing services.

“Slots” means the number of children Grantee is funded to serve at any one time. One child equals one slot.

**SECTION III –PROJECT ACTIVITIES AND BUDGET**

A. Grantee must comply with all applicable program requirements pursuant to OAR 414-460-0005 through OAR 414-460-0075 and the Program Manual available at <https://oregonearlylearning.com/head-start-opk> and adhere to all federal, state and local laws, ordinances, rules and regulations, including Federal Head Start program guidelines relating to provision of OPK services throughout the Performance Period consistent with the Service Area Coordination Agreement.

**ELD GRANT #OPK\_0030 –Oregon Pre-Kindergarten Program**

- B. Grantee may serve only eligible children and must provide all program components as specified in Federal Head Start program guidelines.
- C. Grantee shall ensure that staff qualifications and training, facilities and equipment, transportation and fiscal management meet all federal and state requirements, including the program requirements set forth in the Program Manual.
- D. Grantee shall coordinate with other OPK program providers and with federal Head Start programs to ensure efficient delivery of services and prevent overlap.
- E. Grantee shall provide developmentally appropriate educational services which are consistent with the unique physical, social, emotional, and cognitive needs of young children.
- F. Grantee shall ensure that its program provides comprehensive services to participating children, including, without limitation, educational services, health services (including medical, dental, nutrition, and mental health), parent involvement, and social services to families. Parents shall be given the opportunity to be involved in every aspect of the planning and implementation of services.
- G. Grantee may use the Grant Funds only for Allowable Costs in amounts not to exceed the cost limits set forth in the designated budgets below.
- H. Grantee must ensure that all staff providing services to children and families under this Grant Agreement complete equity training provided by the Agency by May 31, 2021.
- I. Grantee must plan, coordinate and collaborate with local Early Learning Hub(s) for:
  - 1. Developmental screening of children;
  - 2. Providing services to children living in poverty;
  - 3. Outreach to underserved populations;
  - 4. Planning and implementing a coordinated enrollment process; and
  - 5. Developing a system for referrals and shared service delivery.
- J. Grantee must maintain a governing board and policy council with structure and powers consistent with Federal Head Start Program Guidelines.
- K. Grantee must comply with the state monitoring process and allow Agency access to and review of records, including, but not limited to CLASS™ observations. This includes providing information to the Agency, as requested, and ensuring staff are available to meet with and respond to monitors' requests.
- L. Grantee will implement Teaching Strategies (TS) GOLD™ formative assessment and use CLASS™ for program improvement as outlined in Agency's program guidance.

**ELD GRANT #OPK\_0030 –Oregon Pre-Kindergarten Program**

- M. Grantees must follow salary guidelines established by the Early Learning Council; specific requirements are contained in Agency’s program guidance.
- N. Grantee will maintain a current memorandum of understanding (MOU) or agreement with the local Early Intervention/Early Childhood Special Education (EI/ECSE) sub-grantee with procedures for:
  1. Referrals for evaluations, Individual Family Service Plan (IFSP) meetings, and placement decisions.
  2. Initiating changes in a child’s IFSP, placement, program or services;
  3. Implementing EI/ECSE services as described in each child’s IFSP; and,
  4. Notifying any sub-grantees of any written complaint concerning EI/ECSE programs and services provided by the sub-grantee or contractor.
- O. Grantee will maintain current Service Area Coordination Agreements, signed by each existing Head Start grant recipient for each county funded by this Grant. Service Areas are to be clearly defined by geographic boundaries.
- P. If Grantee implements Extended Duration, Grantee must provide 1,020 hours of planned class operations over the course of a minimum of eight months per year. However, Grantee may provide fewer hours if necessary to align with the schedules of local public schools who are part of a partnership in delivering program services.
- Q. Grantee must request Agency’s and if joint-funded, the Federal Office of Head Start’s, approval prior to making any changes to Grantee’s OPK program services or budget.

**Budget**

	<b>Three to Five Part Day Duration</b>		<b>Three to Five Extended Duration</b>			
	Target # of Children/ Slots	Base Amount Per Slot	Target # of Children/ Slots	Base Amount Per Slot	Enhancement Amount Per Slot	Total Three to Five
	426	\$ 9,436.00	37	\$ 15,575.00	\$ 2,600.00	\$ 5,799,811.00
<b>Grand Total</b>						

- R. Grantee must submit a detailed budget to the Agency using the Agency-provided template within 60 days of executing the Grant and report its budgeted expenditures to ELD quarterly (Quarterly Status Report) as set forth in the table below.
- S. Grantee’s approved budget may be revised up to 10 percent of a budget category or \$25,000, whichever is less, without the prior approval by the Agency, but in no case may a budget category adjustment result in an increase of the total amount of Grant Funds set forth in Section 6 of this Grant Agreement. All budget modifications exceeding 10 percent or \$25,000 per budget category must

**ELD GRANT #OPK\_0030 –Oregon Pre-Kindergarten Program**

have a prior written approval by the Agency.

T. Grantees budget must limit administrative costs to 15 percent of the total budget and include Professional Development and Training at a minimum of 2.5 percent of the total budget.

**SECTION IV – REPORTING REQUIREMENTS**

Grantee must submit the reports referenced in the table below to Agency using the tool(s) provided by the Agency.

<b>Reporting Requirements</b>	<b>Reporting Period</b>	<b>Due Date</b>
Monthly progress report (number of classrooms/children and families served)	Monthly (for the preceding month)	By the 15 <sup>th</sup> of each month
Quarterly status report (expenditures and outcomes)	July – September October – December January – March April – June	November 15, 2020 February 15, 2021 May 15, 2021 August 15, 2021

The Agency reserves the right to request additional information as may be necessary to comply with federal or state reporting requirements, including, but not limited to the following:

1. Results, findings and any related follow-up from Grantee’s annual audit;
2. New or revised Federal Notice of Awards (joint-funded programs only);
3. Any federal monitoring reports along with Grantee responses and actions (joint-funded programs only).

**ELD GRANT #OPK\_0030 –Oregon Pre-Kindergarten Program**

**EXHIBIT B  
INSURANCE**

**INSURANCE REQUIREMENTS**

Grantee shall obtain at Grantee’s expense the insurance specified in this exhibit 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**

Required

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 must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

**AUTOMOBILE LIABILITY INSURANCE**

Grantee shall require and ensure that each of its subcontractors complies with the Automobile Liability Insurance requirements as applicable.

Required

**ELD GRANT #OPK\_0030 –Oregon Pre-Kindergarten Program****Non-transporting programs:**

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 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 provided that the policy includes a business use endorsement. Use of commercial general liability with non-owned auto endorsement may be acceptable in lieu of non-owned or hired vehicles coverage.

**Programs transporting 1 to 9 children**

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 \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable provided that the policy includes a business use endorsement.

**Programs transporting 10 or more children**

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 \$5,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable provided that the policy includes a business use endorsement.

**PROFESSIONAL LIABILITY**

Required (if Grantee, a contractor or subcontractor has licensed professionals as employees)

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant Agreement by the Grantee and Grantee's contractors, subgrantees, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit may not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:**

Required (if Grantee, a contractor or subcontractor has any kind of custodial care over children)

Abuse and molestation insurance in a form and with coverage 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, its contractors, subcontractors or subgrantees ("Covered Entity") is responsible including but not limited to any Covered Entity's employees and volunteers. Policy endorsement's definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit may not be less than \$2,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general

**ELD GRANT #OPK\_0030 –Oregon Pre-Kindergarten Program**

liability or professional liability policies. The limits must 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, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

**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, network security and privacy liability, and automobile liability for non-transporting programs (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 must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's 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 04 13 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 must maintain, and require its first tier contractors or subgrantees, if any, 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 Project activities required under this Grant Agreement, or, (ii) Agency or Grantee termination of Grant Agreement, or, iii) the expiration of all warranty periods provided under this Grant Agreement.

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

Grantee must provide to Agency's Grant Manager upon request Certificate(s) of Insurance for all required insurance for any Project activities required under this Grant Agreement. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must include all required endorsements or copies of

**ELD GRANT #OPK\_0030 –Oregon Pre-Kindergarten Program**

the applicable policy language effecting coverage required by this Grant. 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.

**NOTICE OF CHANGE OR CANCELLATION**

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).



**ELD GRANT #OPK\_0030 –Oregon Pre-Kindergarten Program**

**EXHIBIT C**

**AGENCY’S EQUITY GOALS AND OBJECTIVES**

**EQUITY GOALS**

All of Agency’s work is in service to children, families and communities to support all of Oregon’s young children and families to learn and thrive.

Agency knows that communities represent Oregon’s best opportunity to improve educational outcomes. Strength-based approaches and Asset-based Mindsets will support Agency’s efforts to operationalize equity. Agency recognizes that in order for each and every child and family to learn and thrive, they must be provided with differentiated, person-centered resources and support.

Agency supports culturally responsive services that are respectful of, and relevant to, the beliefs, practices, culture, and linguistic needs of diverse consumer and client populations and communities. Cultural responsiveness refers to the capacity to respond to the issues of diverse communities. It thus requires knowledge and capacity at different levels of intervention: systemic, organizational, professional and individual.

Grantee must carry out the following equity objectives when performing Project activities in furtherance of Agency equity goals.

**EQUITY OBJECTIVES**

1. Grantee’s entire organization will work to build a climate that promotes acceptance, inclusion and respect of all individuals;
2. Grantee’s staff must understand the communities they serve, in a non-static manner, including the communities’ culture, values, norms, history, customs, and particularly types of discrimination, marginalization and exclusion they face in this country. Grantee must apply that knowledge to services it provides under this Grant in a responsive, non-limiting and non-stereotyping manner;
3. Whenever possible, Grantee must interact with program participants according to their preferred cultural norms including social greetings, family conventions, dietary preferences, welcoming culture, healing beliefs and spiritual needs;
4. Grantee’s staff will engage in continuous learning about their own biases, assumptions and stereotypes that limit their ability to be culturally responsive, and to understand how these biases affect their work with program participants; and
5. Grantee will use data concerning needs, demographics and risks of the community in the determination of which populations to target and prioritize for program participation.
6. Grantee must require in any subcontract, purchase, or other agreement used to carry out the Project that the performing entity shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental, or physical disability.

**ELD GRANT #OPK\_0030 –Oregon Pre-Kindergarten Program**

7. Grantee must take affirmative action to ensure that applicants and employees are treated without discrimination because of their race, color, religion, age, sex, political affiliation, disability, or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and training.

**EQUITY DEFINITIONS**

**Asset-based mindset:** A mindset that focuses on seeing potential rather than deficits and draws upon the strengths of children, families, and communities to develop and enhance Grantee’s services.

**Strength-based approach:** Policies, practice methods, and strategies that identify and draw upon the strengths of children, families, and communities to develop and enhance Grantee’s services.

**Historically Underserved Communities:** Refers to communities that the Early Learning Council Equity Implementation Committee identified as African American, Asian and Pacific Islander, English Language Learners, Geographically Isolated, Immigrants and Refugees, Latino, Tribal Communities, and Children with Disabilities, Economic Disparities, or of Incarcerated Parents/Parental Figures.

**ELD GRANT #OPK\_0030 –Oregon Pre-Kindergarten Program**

**EXHIBIT D**

**APPLICATION, INCORPORATED BY REFERENCE**



**HEAD START  
PROGRAM**

**PORTLAND PUBLIC SCHOOLS**

**Head Start Program**

4800 NE 74th Avenue • Portland, OR 97218

503-916--5724 • Fax: 503-916--2670

[www.headstartpps.k12.or.us](http://www.headstartpps.k12.or.us)

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Kathy Schuknecht  
Regional Program Manager  
Office of Head Start

Subject: Funding – State OPK Funds for Head Start \$5,799,811

Dear Ms. Kathy Schuknecht,

Portland Public Schools Head Start Governing Board has approved the State of Oregon Revenue Contract for the above OPK State Head Start funds for the fiscal year 2021, for the budget period July 1, 2020 through June 30, 2021.

The signature below is confirmation the Head Start Governing Board has approved this revenue contract.

Thank you.

*Robert D. Cantwell*

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Head Start Director

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Governing Board Chair



**HEAD START  
PROGRAM**

**PORTLAND PUBLIC SCHOOLS**  
**Head Start Program**  
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Kathy Schuknecht  
Regional Program Manager  
Office of Head Start

Subject: Funding – State OPK Funds for Head Start \$5,799,811

Dear Ms. Kathy Schuknecht,

Portland Public Schools Head Start Policy Council has approved the State of Oregon Revenue Contract for the above OPK State Head Start funds for the fiscal year 2021, for the budget period July 1, 2020 through June 30, 2021.

The signature below is confirmation the Head Start Policy Council has approved this Revenue Contract.

Thank you.



*Robert D. Cantwell*

Head Start Director

*Jennifer Sparks-Ulas*  
Policy Council Chair

**RESOLUTION No. 6177**

Approval of Head Start Policy Council Recommendation

**RECITALS**

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. Portland Public Schools Policy Council recommends the approval of the: PPS Head Start City of Portland, Portland Children's Levy (PCL) Revenue Contract in the amount of \$1,669,112 for the 2021-2023 fiscal years with the grant period July 1, 2020 to June 30, 2023.

**RESOLUTION**

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



**PORTLAND PUBLIC SCHOOLS**  
**Office of Head Start / Early Learners**

501 N Dixon Street / Portland, OR 97227  
Telephone: (503) 916-5724

**Date:** September 14, 2020  
**To:** PPS School Board  
**From:** Emily Glasgow, Director of Early Learning  
Robert D. Cantwell, Head Start Director  
**Subject:** Board Resolutions

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**BACKGROUND**

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

**1. Portland Children's Levy (PCL) Revenue Contract: Board Resolution Needed**

PPS Head Start requests approval from the PPS School Board to accept funds awarded by the Portland Children's Levy. The PPS Head Start Parent Policy Council approved acceptance of this award on September 13, 2020.

**2. State of Oregon OPK Head Start Funding Award: Board Resolution Needed**

PPS Head Start requests approval from the PPS School Board to accept funds awarded by the State of Oregon Early Learning Division OPK Head Start funding for fiscal year 2020-2021. The PPS Head Start Parent Policy Council approved acceptance of this award on September 13, 2020.

**ANALYSIS OF SITUATION**

Items listed above support the high quality, comprehensive services provided to the children and families enrolled in PPS Head Start.

**FISCAL IMPACT**

- 1. Portland Children's Levy (PCL) revenue contract adds \$1,669,112 to the PPS Head Start budget for fiscal years 2020-2023.
- 2. State of Oregon Early Learning Division OPK funding adds \$5,799,811 to the PPS Head Start budget for fiscal year 2020-2021.

**COMMUNITY ENGAGEMENT (IF APPLICABLE)**

PPS Head Start Parent Policy Council reviewed, provided input, and approved these actions/documents on September 13, 2020 as noted above.

**TIMELINE FOR IMPLEMENTATION / EVALUATION**

The timeline for implementation will be the 2020-2023 fiscal cycle and the 2020-2021 school year respectively.

**BOARD OPTIONS WITH ANALYSIS** Board approval needed.

**CONNECTION TO BOARD GOALS**

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

Portland Public Schools' vision is this: Every student, every teacher, and every school succeeding. The school district's mission is that every student by name is prepared for college, career, and participation as an active community member, regardless of race, income, or zip code. The Board adopted the following four priorities for the 2018-19 school year to move the school district toward the above aspirations:

- Set a clear vision and strategic plan.
- Create equitable opportunities and outcomes for all students.
- Build management accountability systems and structures.
- Allocate budget, funding, and resources focused on improving outcomes for students.

All of the above items support the district’s and School Board’s vision and priorities.

**STAFF RECOMMENDATION**

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

---

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

**ATTACHMENTS**

- A. PPS Head Start Policy Council Signature Letter of Approval for PCL Award
- B. PPS School Board Signature Letter of Approval for PCL Award
- C. PPS School Board Resolution for PCL Award
- D. Portland Children’s Levy Grant Agreement Signed
- E. PPS Head Start Policy Council Signature Letter of Approval for State OPK Contract
- F. PPS School Board Signature Letter of Approval for State OPK Contract
- G. PPS School Board Resolution for State OPK Contract
- H. 2020-2021 State OPK Contract





**HEAD START  
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www.headstartpps.k12.or.us

September 14, 2020

Kathy Schuknecht  
Regional Program Manager  
Office of Head Start

Subject: Funding – City of Portland, Portland Children’s Levy Funds for Head Start \$1,669,112

Dear Ms. Kathy Schuknecht,

Portland Public Schools Head Start Policy Council has approved the City of Portland, Portland Children’s Levy Contract for the above Head Start funds for the fiscal years 2021 to 2023, for the budget periods July 1, 2020 through June 30, 2023.

The signature below is confirmation the Head Start Policy Council has approved this Revenue Contract.

Thank you.



*Robert D. Cantwell*

Head Start Director

*Jennifer Sparks-Ulas*  
Policy Council Chair



**HEAD START  
PROGRAM**

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---

Kathy Schuknecht  
Regional Program Manager  
Office of Head Start

Subject: Funding – City of Portland - Portland Children’s Levy for Head Start \$1,669,112

Dear Ms. Kathy Schuknecht,

Portland Public Schools Head Start Governing Board has approved the State of Oregon Revenue Contract for the above City of Portland, Portland Children’s Levy Head Start funds for the fiscal years 2021 through 2023, for the budget period July 1, 2020 through June 30, 2023.

The signature below is confirmation the Head Start Governing Board has approved this revenue contract.

Thank you.

*Robert D. Cantwell*

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Head Start Director

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Governing Board Chair

**RESOLUTION NO. 6178**

Amendment to the Fiscal Year 2020-21 Budget for School District No. 1J, Multnomah County, Oregon

**RECITALS**

- WHEREAS, On June 23, 2020, the Board of Education (“Board”), by way of Resolution No. 6135, voted to adopt an annual budget for the Fiscal Year 2020-21 as required under Local Budget Law; and
- WHEREAS, Board Policy 8.10.030-AD, “Budget Reallocations - Post Budget Adoption,” establishes the guidelines to ensure consistent and detailed communication on fiscal issues between the Superintendent and the Board; and
- WHEREAS, Oregon Local Budget Law, ORS 294.471, allows budget changes after adoption under prescribed guidelines; and
- WHEREAS, This resolution is to enable the Board to approve an Amendment to the annual budget for the Fiscal Year 2020-21, and is allowed under ORS 294.471(a) (b) (c) (d) & (h) which state that the budget may be amended at a regular meeting of the governing body; and
- WHEREAS, The District recognizes the increase in the beginning fund balance for the general fund and proposes to increase appropriations to both Instruction and Support Services to support staffing and programming moved from Student Investment Account (SIA) grant funding to the general fund as well as appropriation increases to support expenditures related to COVID re-entry requirements for both the Comprehensive Distance Learning and Hybrid education models; and
- WHEREAS, The District recognizes the decrease in Special Revenue Fund resources and proposes to reduce appropriations to Instruction for staffing and programming moving from SIA grant funding to general fund as well as appropriation adjustments to support expenditures related to COVID response including Federal Emergency Management Agency (FEMA), Elementary and Secondary School Emergency Relief Fund (ESSER), and Comprehensive Distance Learning (CDL); and

WHEREAS, The Superintendent recommends approval of this resolution.

## **RESOLUTION**

NOW THEREFORE BE IT RESOLVED BY the Board of Directors of Portland Public Schools, hereby amends budgeted expenditure appropriation levels as summarized by Fund and Appropriation Level in Attachment B for the fiscal year beginning July 1, 2020.

**Portland Public Schools**  
**Summary of Amendments to 2020-21 Adopted Budget**  
**Amendment #1**  
**September 22, 2020**

(in thousands)

		<b>Adopted Budget</b>	<b>Adjustment</b>	<b>Amended Budget</b>
<b>100 - General Funds</b>				
<b>Resources</b>				
Beginning Fund Balance		\$ 46,631	\$ 17,843	\$ 64,474
Local Property and Other Taxes		277,706		277,706
Local Option Taxes		100,366		100,366
Other Local Sources		18,395		18,395
County and Intermediate Souces		14,027		14,027
State School Fund		267,735		267,735
State Common School Fund		4,744		4,744
Federal and State Support		0		0
Interfund Transfers		0		0
Other		50		50
<b>Total</b>		<b>\$ 729,654</b>	<b>\$ 17,843</b>	<b>\$ 747,497</b>
<b>Requirements</b>				
Instruction		373,928	12,169	386,097
Support Services		311,832	5,574	317,406
Enterprise and Community Svcs		1,814		1,814
Transfer of Funds		1,134	100	1,234
Contingency		40,946		40,946
<b>Total</b>		<b>729,654</b>	<b>17,843</b>	<b>747,497</b>
<b>200 - Special Revenue Funds</b>				
<b>Resources</b>				
Beginning Fund Balance		36,735		36,735
Property and Other Taxes		305		305
Other Revenue from Local Sources		22,909	-100	22,809
Intermediate Sources		144		144
State Sources		72,998	-26,769	46,229
Federal Sources		58,709	18,730	77,439
Interfund Transfers		0	100	100
All Other Resources		34		34
<b>Total</b>		<b>191,834</b>	<b>-8,039</b>	<b>183,795</b>
<b>Requirements</b>				
Instruction		84,568	-11,857	72,711
Support Services		54,750	3,818	58,568
Enterprise and Community Svcs		23,861		23,861
Facilities Acquisition and Construction		14		14
Transfers of Funds		0		0
Unappropriated Ending Fund Balance		28,641		28,641
<b>Total</b>		<b>191,834</b>	<b>-8,039</b>	<b>183,795</b>

<b>300 - Debt Service Funds</b>				
<b>Resources</b>				
Beginning Fund Balance		14,250		14,250
Property and Other Taxes		128,923		128,923
Other Revenue from Local Sources		56,693		56,693
Federal Sources		54		54
Interfund Transfers		1,751		1,751
Total		201,672	0	201,672
<b>Requirements</b>				
Debt Service & PERS UAL		191,444		191,444
Unappropriated Ending Fund Balance		10,228		10,228
Total		201,672	0	201,672
<b>400 - Capital Projects Funds</b>				
<b>Resources</b>				
Beginning Fund Balance		577,819		577,819
Other Revenue from Local Sources		12,766		12,766
Intermediate Sources		0		0
State Sources		3,500		3,500
Interfund Transfers		0		0
All Other Resources		1,000,000		1,000,000
Total		1,594,085	0	1,594,085
<b>Requirements</b>				
Instruction		29,644		29,644
Support Services		59,952		59,952
Facilities Acquisition and Construction		1,331,591		1,331,591
Transfers of Funds		617		617
Contingencies		0		0
Unappropriated Ending Fund Balance		172,282		172,282
Total		1,594,085	0	1,594,085
<b>600 - Internal Service Funds</b>				
<b>Resources</b>				
Beginning Fund Balance		6,186		6,186
Other Revenue from Local Sources		2,155		2,155
State Sources		192		192
Total		8,532	0	8,532
<b>Requirements</b>				
Support Services		3,762		3,762
Contingencies		4,769		4,769
Unappropriated Ending Fund Balance		0		0
Total		8,532	0	8,532
<b>All Funds Total</b>		<b>2,725,777</b>	<b>9,804</b>	<b>2,735,581</b>

**Portland Public Schools**  
**Summary of Amendments to 2020-21 Adopted Budget**

**Amendment #1**  
**September 22, 2020**

(in thousands)

		<b>General Funds (100)</b>	<b>Special Revenue Funds (200)</b>	<b>All Other Funds</b>	<b>Total Funds</b>
<b>Adopted Resources:</b>		<b>\$ 729,654</b>	<b>\$ 191,834</b>	<b>\$ 1,804,289</b>	<b>\$ 2,725,777</b>
Adjustments:					
1. Increase in General Fund Beginning Fund Balance		17,843			17,843
2. Decrease in Special Revenue Fund due to SIA resource reductions during legislative special session			-26,769		-26,769
3. Increase in Special Revenue Fund due to Elementary and Secondary School Emergency Relief Funds (ESSER) and Comprehensive Distance Learning (CDL) grants			9,070		9,070
4. Increase in Special Revenue Fund due to Federal Emergency Management Agency (FEMA) reimbursement submissions			4,500		4,500
5. Increase in Special Revenue Funds due to beginning fund balance update as of June 30, 2020			5,160		5,160
Total Resource Changes		17,843	-8,039	0	9,804
<b>Recommended Amended Resource Budget</b>		<b>\$ 747,497</b>	<b>\$ 183,795</b>	<b>\$ 1,804,289</b>	<b>\$ 2,735,581</b>
<b>Adopted Requirements:</b>		<b>General Funds (100)</b>	<b>Special Revenue Funds (200)</b>	<b>All Other Funds</b>	<b>Total Funds</b>
		<b>\$ 729,654</b>	<b>\$ 191,834</b>	<b>\$ 1,804,289</b>	<b>\$ 2,725,777</b>
Adjustments:	Function				
1. Increase in General Fund Instruction due to staffing and programming moved from SIA grant funding to general funding, State School funding for Charter Schools, re-entry expenditures supporting Instruction (PPE, Technology, FFE).	1000	12,169			12,169
2. Increase in General Fund Support Services due to transferring SIA initiatives from grant funding to general funding and re-entry expenditures.	2000	5,574			5,574
3. Increase in Transfer of Funds to Nutrition Services to cover unpaid lunch balances	5000	100			100
4. Adjustments in Special Revenue Fund Instruction due to staffing and programming moved from SIA grant funding to general fund, delayed implementation of SIA initiatives, increases for expenditures related to the CDL, ESSER and other COVID response grants in support of Technology, PPE and staffing supports for the hybrid and virtual education models.	1000		-11,857		-11,857
5. Adjustment in Special Revenue Fund Support Services due to staffing and programming moved from SIA grant funding to general fund, additional FEMA resources to support expenditures related to COVID operational supports (Cleaning, Technology, PPE, School Site set-up)	2000		3,818		3,818
Total Requirement Changes		17,843	-8,039	0	9,804
<b>Recommended Amended Requirement Budget</b>		<b>\$ 747,497</b>	<b>\$ 183,795</b>	<b>\$ 1,804,289</b>	<b>\$ 2,735,581</b>

## Student Investment Account Summary

Original SIA Allocation	\$ 39,162,269
ODE Reduction 8.19.2020 (68.21%)	<u>\$ (26,769,470)</u>
Revised Allocation	<u>\$ 12,392,799</u>

Total Expenditures:	\$ 39,162,269	\$ 24,593,906	\$ 12,392,799	\$ 11,657,181
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#	Investment	SIA			General Fund
		2020-21 Original Adopted	2020-21 Allocated Revised 7.1.2020	2020-21 Special Session Revised 9.2.2020	2020-21 Amendment
1	Schools prioritized as needing supports for improvement will receive Instructional Specialist FTE. (Planning Tool Item #1)	\$3,321,000	\$2,077,220	\$1,995,054	\$ -
2	Support and provide opportunities that call for engaging students of color in youth leadership activities, such as student-led conferences, community-building with affinity groups, and networking. (Planning Tool Item #2)	\$50,000	\$50,000	\$ -	\$ 50,000
3	Support and resources for Community Engagement, such as translation services, supplies, food, and childcare. (Planning Tool Item #3)	\$25,000	\$25,000	\$ -	\$ 25,000
4	More equitable funding formula for community based education agencies (CBOs) serving historically underserved students. (Planning Tool Item #4)	\$844,000	\$531,720	\$ -	\$ 844,000
5	Increase funding to RESJ Partnership contracts with culturally specific organizations in five strategy areas: 1. Culturally Specific Family Engagement 2. Culturally Specific Wrap Around Services 3. Culturally Specific Mentoring and Leadership Development 4. Culturally Specific Extended Day and Enrichment Activities 5. Culturally Specific Identity Development  Both the strategies as well as the service provision are focussed on researched based, effective services that improve academic success for students of color. Services are provided by racially diverse staff at partner organizations, significantly more reflective of the student population. (Planning Tool Item #5)	\$3,400,000	\$3,400,000	\$ -	\$ 3,400,000
6	Add FTE for the second year of the Multi-tiered Systems of Support (MTSS) districtwide adoption and implementation. Includes coaching and supports through increases in FTE for MTSS TOSAs, soft start classrooms in two high schools for students with tier three needs, and additional restorative justice specialists to assist with restorative practices and harm reduction district wide. (Planning Tool Item #6.1)	\$977,258	\$109,733	\$ 102,957	\$ -
7	Non personnel expenses for activity 7 (Planning Tool Item #6.1)	\$100,000	\$ -	\$ -	\$ -
8	This funding will support social emotional learning (SEL) curriculum, coaching and PD throughout the district, align priorities of infusing trauma informed care into our classrooms and an additional administrator and TOSA for oversight to support capacity building, training, supervision and SEL vision. With the district's move toward incorporating trauma informed care into all programs, there is a need for Social Emotional Learning (SEL) to be integrated in all levels, from Central Office to specialized classrooms. This investment in SEL will also include curriculum and professional development for staff. (Planning Tool Item #6.2)	\$322,829	\$322,829	\$ 322,829	\$ -
9	Non personnel expenses for activity 10 (Planning Tool Item #6.2)	\$150,000	\$150,000	\$ 150,000	\$ -
10	Additional FTE and resources to expand SPED programming due to increased numbers. Includes para-educator support for students with the highest needs as well as staffing and resources for new learning center, communication behavior, and intensive skills classrooms. (Planning Tool Item #7)	\$1,000,000	\$1,000,000	\$ 1,000,000	\$ -
11	Provide Mental Health, Substance Use (SUD) & Behavioral Health supports, including: (Planning Tool Item #8) - culturally specific contracts for mental health and drug and alcohol specialists, - dual diagnosis clinicians for student experiencing mental health and SUD challenges, - transition support for students returning to school from treatment centers, - an increase in school psychologists to help support MTSS implementation and behavior support plans, - additional qualified mental health specialists throughout the district. All of the increases in services, social worker and other personnel will be supported by an additional administrator.	\$1,590,000	\$1,590,000	\$ 1,590,000	\$ -
12	Non personnel expenses for activity 14 (Planning Tool Item #8)	\$410,000	\$410,000	\$ 410,000	\$ -
13	Provide specialized supports for students on 504 plans and medical equipment for accommodation needs. Supports include: (Planning Tool Item #9) - educational assistants (EA) - contracts with culturally specific organizations for assistance with racial / hate related crisis response and recovery needs throughout our district, - additional professional development around investigations support Title IX requirements - an additional discipline coordinator.	\$287,000	\$287,000	\$ 212,873	\$ -
14	Non personnel expenses for activity 17 (Planning Tool Item #9)	\$100,000	\$100,000	\$ 100,000	\$ -
15	Support the development and implementation of curricular resources for K-12 Social Studies/Ethnic Studies, K-12 Multilingual Literacy System which include Reading, Writing and Speaking, and K-3 Foundational Skills. (Planning Tool Item #10)	\$600,000	\$600,000	\$ -	\$ 600,000
16	Partially fund an instructional material adoption and professional learning to support students who are emergent bilingual in language development throughout our core curriculum. (Planning Tool Item #11)	\$150,000	\$150,000	\$ -	\$ 150,000
17	Provide central office support (4 FTE TOSA, 1 FTE Administrator) to plan and implement the K-12 math redesign and curriculum adoption. Additionally, a portion will fund the initial instructional materials adoption. (Planning Tool Item #12)	\$615,000	\$615,000	\$ -	\$ 615,000
18	Curriculum for activity 22 (Planning Tool Item #12)	\$487,000	\$487,000	\$ -	\$ 487,000
19	Increasing equitable and coherent arts programming and staffing in the Roosevelt and Jefferson K-12 clusters. This will also include central office support (Visual and Performing Arts TOSA) to support the implementation of the Master Arts Education Plan and funds for music and arts supplies. (Planning Tool Item #13)	\$560,000	\$548,665	\$ -	\$ 548,665
20	Instruments, sheet music and arts materials activity 25 (Planning Tool Item #13)	\$100,000	\$100,000	\$ -	\$ 100,000
21	Supports the development and implementation of a standards-based, culturally-responsive Physical Education curriculum, an additional Teacher on Special Assignment to coordinate professional learning to implement quality PE instruction (including Erin's Law instruction). (Planning Tool Item #14)	\$123,000	\$ -	\$ -	\$ -
22	Non-personnel for activity 28 (Planning Tool Item #14)	\$225,129	\$ -	\$ -	\$ -
23	Provide professional learning for wellness leads, Health materials for schools, and 1.0 Program Manager for Health (Planning Tool Item #15)	\$321,000	\$ -	\$ -	\$ -



## Student Investment Account Summary

Original SIA Allocation	\$ 39,162,269
ODE Reduction 8.19.2020 (68.21%)	<u>\$ (26,769,470)</u>
Revised Allocation	<u>\$ 12,392,799</u>

Total Expenditures:	\$ 39,162,269	\$ 24,593,906	\$ 12,392,799	\$ 11,657,181
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#	Investment	SIA			General Fund
		2020-21 Original Adopted	2020-21 Allocated Revised 7.1.2020	2020-21 Special Session Revised 9.2.2020	2020-21 Amendment
24	Supports for Native students and after school programs, includes collaboration with culturally specific community partners to support student success and also supports implementation of Senate Bill 13. (Planning Tool Item #16)	\$149,000	\$149,000	\$ -	\$ 149,000
25	Add FTE to address unexpected enrollment and high class sizes. (Planning Tool Item #28)	\$74,525	\$1,823,523	\$ -	\$ 1,823,523
26	P-3 Plan Implementation. This investment develops a more comprehensive approach to effectively support preK to K transitions for students, families, and staff. In addition, it will allow us to implement more developmentally appropriate, inclusive, and aligned learning experiences and environments from PK-1st grade. (Planning Tool Item #18)	\$800,000	\$ -	\$ -	\$ -
27	Provide supports to reduce the digital divide and promote technology-enhanced learning opportunities at five middle school. The funds will be matched with the middle schools' Verizon Innovative Learning Schools grant and will include 5 FTE Instructional Specialist/Coaches, instructional Specialist funding is subsidized in part by the grant and reflected. (Planning Tool Item #20)	\$235,540	\$235,540	\$ -	\$ 235,540
28	Add 22.5 FTE for counselors to lower the counselor to student ratio to 250:1 for all middle schools, Title/CSI K-5s, and K-8s. By lowering the ratio to 250:1, we meet the American School Counselor Association (ASCA) recommendations. (Planning Tool Item #21)	\$2,754,563	\$1,528,375	\$ 1,528,375	\$ -
29	Provide 43.0 FTE for social work / social workers in schools, including district FTE and contracted culturally-specific services. (Planning Tool Item #22) - 0.5 FTE for each K-5 and K-8 schools - 1 FTE for each High Schools - 5.0 FTE to MPG programs, - 0.5 FTE for Pioneer - 0.5 FTE for Community Transition Program (CTP)	\$4,802,500	\$3,846,170	\$ 3,846,170	\$ -
30	Add 3.5 FTE for College and Career Coordinator for Multiple Pathways to Graduation (MPG). MPG serves students districtwide who need additional support in the form of: re-engagement in their education, enrollment in alternative education, day and residential treatment (DART) school placement, district wide credit recovery opportunities, Teen Parent Services, and MPG School social work services, as well as other schools and programs. (Planning Tool Item #23)	\$430,500	\$320,255	\$ -	\$ 320,255
31	Add FTE to create more optimal student-teacher ratios and class sizes across K-5 classrooms. (Planning Tool Item #24)	\$5,170,000	\$443,739	\$ -	\$ 443,739
32	Add 26.4 FTE to reduce class sizes in grades 6-8. (Planning Tool Item #25)	\$2,904,000	\$ -	\$ -	\$ -
33	Add 10.5 FTE to increase elective opportunities for grades 6-8 in K-8s and middle schools. (Planning Tool Item #26)	\$1,155,000	\$987,597	\$ -	\$ 987,597
34	Add 8 FTE to improve high school class size and ensure students can be fully scheduled. (Planning Tool Item #27)	\$880,000	\$ -	\$ -	\$ -
35	Add 13 FTE to add a 7th period at 4 middle schools. This is a pilot to allow students more choice and opportunities for electives, which will include visual and performing arts. The MS included are Ockley Green, Tubman, George & Beaumont. (Planning Tool Item #29)	\$1,441,000	\$877,862	\$ -	\$ 877,862
36	Charter School Funding (Planning Tool Item #30)	\$1,166,938	\$735,171	\$ 354,511	\$ -
37	Community based education agency (CBO) Funding (Planning Tool Item #31)	\$940,487	\$592,507	\$ 280,030	\$ -
38	Grant Indirect	\$500,000	\$500,000	\$ 500,000	\$ -



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

**Date:** September 22, 2020  
**To:** School Board  
**From:** Claire Hertz, Deputy Superintendent of Business & Operations  
**Subject:** Resolution to Amend the 2020-21 Adopted Budget

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### **BACKGROUND**

At the time of budget adoption, the legislative session had not been held and the District brought forward an Adopted budget that was built on estimated funding levels based on the 2019-21 biennial budget issued by the Oregon Department of Education on February 26, 2020, and included an expenditure allocation based on anticipated revenue shortfalls.

The second legislative special session was held on August 10, 2020 and this budget amendment will align resources and requirements with the most current state legislative revenue allocations.

General Fund Adjustments Include:

#### **Resource Changes:**

The Beginning Fund balance has been updated to reflect the estimated June 30, 2020 ending fund balance including furlough savings, purchasing freezes, and hiring freezes made from March through June 2020. State School Fund was initially budgeted at the \$9.0 Billion biennial funding level, and was not changed in the legislative special session.

#### **Expenditure Changes:**

General Fund expenditure changes include moving expenditures originally supported by the Student Investment Account (SIA) to the additional resources available in the General Fund. In addition, expenditures are aligned to appropriations with investments in instruction and support services to support the Comprehensive Distance Learning and Hybrid education models. Items include Personal Protective Equipment (PPE), Technology, Cleaning Supplies, Special Education supports, Software, and Classroom and School Site set up.

Special Revenue Fund Adjustments Include:

#### **Resource Changes:**

Measure 98 was adopted at 62.6%, and the special session allocated full funding for 2020-21. SIA funding was reduced by 68.4% and additional federal grants have been issued including Elementary and Secondary School Emergency Relief Funds (ESSER), Federal Emergency Management Agency (FEMA) and Comprehensive Distance Learning (CDL) Grants.

Expenditure Changes:

Special Revenue Fund changes include SIA expenditure reductions with the SIA initiatives being moved to the General Fund. Other expenditures changes include appropriations for ESSER, CDL, Title and other grant beginning fund balance changes.

**RELATED POLICIES/BEST PRACTICES**

Oregon Local Budget Law, Oregon Revised Statutes (ORS) 294.305 to ORS 294.565, allows budget changes after adoption under prescribed guidelines.

**ANALYSIS OF SITUATION**

Should the Board choose not to pass this resolution, appropriations would not be reconciled for SIA initiatives to be spent in the general fund, and the fund balance from 2019-20 would be significantly understated.

**FISCAL IMPACT**

No further impacts beyond that which have been outlined above.

**COMMUNITY ENGAGEMENT (IF APPLICABLE)**

Matters related to the amendment of the 2020-21 budget have been reviewed at a meeting with the Community Budget Review Committee (CBRC) on September 16, 2020.

**TIMELINE FOR IMPLEMENTATION / EVALUATION**

N/A

**BOARD OPTIONS WITH ANALYSIS**

The Board may choose to pass or not pass the proposed budget amendment resolution. If passed, the District will move forward with the current staffing and spending plan for the Fiscal Year 2020-21. The staffing levels remain the same as the adopted budget, and the sources of funding have been modified due to the changes in funding levels from the second special legislative session and COVID related expenses. The consequences of non-passage would mean appropriations would not be available for anticipated expenditures, reductions would need to be made, and general fund balance would increase by fiscal year-end.

**CONNECTION TO BOARD GOALS**

The proposed Amendment allocates resources that will support our students, staff, and community, through the Racial Equity and Social Justice lens, theory of action, Board goals, and five system shifts outlined in the District's strategic plan.

**STAFF RECOMMENDATION**

Staff recommends that the Board pass the proposed resolution to amend the 2020-21 Budget to allow continued investments into the instructional initiatives and staff supports.

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

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

ATTACHMENTS

- A. Resolution
- B. Summary of Amendments to 2020-20 Budget - Amendment #1
- C. SIA Changes



## Portland Public Schools Budget Calendar 2021-22

Draft 9.8.2020

			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> <b>Work session with CBRC</b> Board reviews Strategic Plan and Multi-Year Business Plan	✓		Virtual Meeting
<b>Budget</b>	April 4, 2021	<b>Publish 1<sup>st</sup> Notice of Budget Committee Meeting</b> <i>(5 to 30 days before the meeting)</i>			The Oregonian Web Site
	April 18, 2021	<b>Publish 2<sup>nd</sup> Notice of Budget Committee Meeting</b> <i>(5 to 30 days before the meeting)</i>			The Oregonian Web Site
	April 27, 2021	<b>School Board Budget Meeting 6:00 PM</b> <b>CBRC in attendance</b> <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	<b>Publish Notice of Budget Hearing and Budget Summary</b>			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	<b>Submit Tax Certification documentations</b> <i>File budget information with County Recorder and Designated Agencies</i>			

**Resolution No. 6179**

Adopting the Superintendent's Goals for 2020-2021

**RESOLUTION**

**The Portland Public Schools Board of Education adopts the attached Superintendent Goals for the 2020-2021 school year.**

**Portland Public Schools  
Board of Directors'  
Superintendent's Performance Evaluation**  
*for School Year 2020-2021*

**SUPERINTENDENT ANNUAL EVALUATION**

In 2019-2020, the Board adopted an evaluation tool that acknowledged the complexity of the role of the Superintendent while, at the same time, setting and maintaining performance expectations for students at all levels within Portland Public Schools.

*The board wishes to reaffirm its commitment to the existing **Student Performance Goals**. While the board is affirming and expanding its commitment to the **Student Performance Goals**, we must also acknowledge that the system and the larger community are in the midst of a pandemic and unprecedented shifts in how we serve our students.*

Given the pandemic and the unprecedented changes in education, we plan to use the 2020-2021 school year to gather baseline data on the **Student Performance Goals** which we will use to set targets for the coming academic year (2021-2022). There will be regular reporting on this data to the board at least quarterly. The four Board goals will be reintroduced in the 2021-2022 performance evaluation.

Therefore, for the 2020-2021 academic year, the superintendent evaluation framework will be based on the **8 Leadership Standards** identified in the 2020 superintendent evaluation workbook published by the **Oregon School Board Association** and the **Coalition of Oregon School Administrators**. These will be equally weighted and scoring will be done using this scale provided by the Oregon School Boards Association:

SCORES BETWEEN:	PERFORMANCE LEVEL:
3.5 - 4.0	Accomplished
2.5 - 3.4	Effective
1.5 – 2.4	Developing
0.0 - 1.4	Ineffective

**Leadership Standard #1: Visionary Leadership**

The superintendent is an educational leader who integrates principles of cultural competency and equitable practice and promotes the success of every student by facilitating the development, articulation, implementation and stewardship of a vision of learning that is shared and supported by all.

1.1 Leads a collaborative process with the board to design (or reaffirm) the district mission and vision that reflects a core set of values and priorities  
 1.2 Leads the diverse stakeholder involvement in the development (or revision) of the district’s continuous improvement plan based upon the district’s mission and vision

1.3 Implements the district’s continuous improvement plan and communicates its progress  
 1.4 Makes progress on PPS’s Racial Equity and Social Justice strategy, with a focus on the professional development strategies in the RESJ framework

Ineffective	Developing	Effective	Accomplished
<p>Little or no evidence exists of a district vision implemented in the work of the district.</p> <p>Actions, staffing and resources have little connection to a vision.</p> <p>It is difficult to know what the district stands for.</p>	<p>References the district vision and is beginning to develop a plan for aligning resources, actions and staffing to that vision.</p> <p>Is engaged in learning and occasionally incorporates innovative ideas to support the vision.</p>	<p>Articulates the vision of the district in writing and speech.</p> <p>Works to create alignment within actions, staffing and resources designed to enroll all stakeholders in the vision.</p> <p>Exhibits the disposition of a learner, practices and applies new learning to further the vision/mission of the district.</p> <p>The district vision is focused on student learning.</p>	<p>Articulates a clear and coherent vision for the district through words and actions.</p> <p>Exhibits the disposition of a learner, practices and applies new learning to further the vision/mission of the district.</p> <p>Leadership actions, staffing and resources are clearly aligned to invest in the accomplishment of the vision.</p> <p>The vision is lively and evident in the culture, focused on student learning and articulates the excellence that distinguishes student performances throughout the district.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

**Leadership Standard #2: Ethics and Professional Norms**

The superintendent integrates principles of cultural competency and equitable practice and promotes the success of every student by acting with integrity, fairness and in an ethical manner.

2.1 Ensures a system of accountability for every student’s academic and social success

2.2 Models principles of self-awareness, reflective practice, transparency and ethical behavior

2.3 Safeguards the values of democracy, equity and diversity

2.4 Promotes social justice and ensures that individual student needs inform all aspects of schooling

Ineffective	Developing	Effective	Accomplished
<p>Actions and intentions are not always grounded in shared district values.</p> <p>Has demonstrated inconsistent or unethical behavior and does not always stand by his or her word.</p> <p>Is not self-aware and does not reflect on his or her practice.</p>	<p>Actions and intentions are not always clear and transparent.</p> <p>Fairness to staff and students is frequently raised as an issue.</p> <p>Reflects on practice but does not always implement changes from that learning</p>	<p>Treats students and staff fairly and shows respect at all times.</p> <p>Is grounded in shared district values for how to do the work of leadership and learning.</p> <p>Acts to support all students and staff to raise academic rigor while simultaneously closing opportunity gaps.</p> <p>Demonstrates self-awareness and uses reflection to improve practice.</p>	<p>Operates with an ethic of excellence and is grounded in shared district values for how to do the work of leadership and learning.</p> <p>Values are demonstrated each day as students and staff experience deep respect, as complex decisions are made with integrity, kindness, compassion and courage.</p> <p>Works for equity and social justice by raising rigor for all and simultaneously closing opportunity gaps.</p> <p>Demonstrates a high level of self-awareness and regularly reflects on practice to improve.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:



**Leadership Standard #3: Inclusive District Culture**

The superintendent integrates principles of cultural competency and equitable practice and promotes the success of every student by understanding, responding to and influencing the larger political, social, economic, legal and cultural context. The superintendent ensures that equity is centered in all district planning and action.

3.1 Develops and maintains a supportive, equitable, culturally responsive and inclusive district culture

3.2 Evaluates, cultivates and advocates for equitable access to safe and nurturing schools, and the opportunities and resources necessary to support the success and well-being of each student

3.3 Ensures equitable, inclusive and culturally responsive instructional and behavioral support practices among teachers, administrators and staff

Ineffective	Developing	Effective	Accomplished
<p>Planning is centered on the dominant culture.</p> <p>Data is presented in aggregate.</p> <p>Engagement activities are not differentiated to elevate the voices of underserved communities.</p>	<p>Planning remains centered on the dominant culture with differentiation for legally required student groups (e.g. special education or emergent bilingual students).</p> <p>Data reporting is primarily focused on aggregate performance with occasional disaggregation.</p> <p>Occasional or inconsistent efforts to engage underserved communities.</p>	<p>Consistent evidence of centering underserved students in planning activities.</p> <p>Data is regularly disaggregated in reporting and planning documents aligned to traditional state and federal reporting requirements..</p> <p>Consistent and intentional efforts to engage underserved communities.</p>	<p>Consistent evidence of centering underserved students in the planning, budgeting, and monitoring of student experience and learning.</p> <p>Data is regularly disaggregated in reporting and planning documents and extends beyond state and federal reporting requirements and includes (where appropriate and possible) disaggregation that supports understanding of intersectionality.</p> <p>Consistent and intentional efforts to engage underserved communities as establishing a culture of collective efficacy with the community.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

**Leadership Standard #4: Culturally responsive instructional leadership and improvement**

This standard addresses the superintendent’s skills in staying up to date in curriculum, teaching, learning and testing theories. It requires the superintendent to make sound recommendations for learning technologies.

4.1 Evaluates, designs, fosters and implements coherent systems of curriculum instruction, supports, assessment and instructional leadership  
 4.2 Implements coordinated systems of support, including coaching and professional development for staff

4.3 Manages an appropriate system of assessments and data collection, and analysis that supports instructional improvements, equity, student learning and well-being, and instructional leadership  
 4.4 Ensures instruction throughout the district utilizes culturally responsive practices and all staff are trained

Ineffective	Developing	Effective	Accomplished
<p>Primary focus is not teaching and learning.</p> <p>Fails at creating an organizational culture focused on teaching and learning.</p> <p>Does not put in place systems to ensure curricular alignment to standards.</p> <p>Does not create systems to customize learning to students.</p>	<p>Peripherally focused on teaching and learning.</p> <p>Discusses teaching and learning, but no real systemic organizational focus exists.</p> <p>Puts in place an uneven and sometimes chaotic process to align curriculum to assessments.</p> <p>Discusses customized learning, but execution is uneven, unclear and chaotic</p>	<p>Primary focus is teaching and learning.</p> <p>Keeps the organization primarily focused on teaching and learning.</p> <p>Puts in place systems to align curriculum to standards.</p> <p>Puts in place systems to customize instruction to students.</p>	<p>Continuously stresses the importance of quality culturally sustaining teaching and learning as the organization’s primary strategic objective.</p> <p>Creates an organizational culture attentively focused on culturally sustaining teaching and learning that grows and evolves.</p> <p>Creates clear and systemic systems for curricular alignment to standards that result in curricula and assessments of exceptional quality.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

**Leadership Standard #5: Communications and Community Relations**

The superintendent integrates principles of cultural competency and equitable practice and promotes the success of every student by understanding, responding to and influencing the larger political, social, economic, legal and cultural context. The superintendent establishes effective two-way communications and engagement with students, staff, parents, media and the community, responding to feedback and building support for and engagement with the district.

5.1 Develops and implements effective and collaborative systems that engage multiple and diverse stakeholder groups

5.2 Engages and effectively communicates with diverse families, community partners and other constituencies to strengthen student learning

5.3 Cultivates relationships and partnerships with members of the business, civic and local government in support of their advocacy for district, school and community needs

5.4 Goes beyond the district and local community to advocate for students at the county, regional and/or state level

Ineffective	Developing	Effective	Accomplished
<p>Ineffective in communication with staff, parents and students.</p> <p>Staff and students feel undermined by the lack of leadership in the district.</p> <p>Not aware of the undercurrents with the staff of the school environment.</p>	<p>Advocates for some students and families.</p> <p>Stakeholders frequently feel out of the loop.</p> <p>Many staff members do not feel positive about district leadership.</p> <p>Staff and students do not feel stimulated to do their best work.</p>	<p>Keeps staff, students, and parents informed on a regular basis.</p> <p>Communication with individuals and groups is clear and effective.</p> <p>Most staff and students identify positively with district leadership.</p> <p>Works as a member of a district team to positively influence education decisions.</p>	<p>Communicates key information to all stakeholders in an appropriate and timely manner.</p> <p>Alert to potential issues; predicts and shares possibilities with school board in advance.</p> <p>Constituent groups report a positive relationship with district leadership.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

**Leadership Standard #6: Effective Organizational Management**

The superintendent effectively organizes and manages operational aspects of the district including finance, human resources, food services, transportation, maintenance and facilities so that students can attend and learn in quality environments staffed by quality professionals.

6.1 Implements equitable strategies, processes and systems to recruit, hire, develop and retain high-performing personnel who demonstrate a shared commitment to student success

6.2 Establishes productive relationships with associations while managing labor relations and contract effectively

6.3 Creates and maintains organizational structures that maximize the district's capacity to positively impact student learning

6.4 Creates a comprehensive system of professional development for all staff to continuously improve and increase their leadership capacity

Ineffective	Developing	Effective	Accomplished
<p>Does not effectively manage or appropriately staff operational aspects of the organization, resulting in inferior quality and/or unsafe services for staff and students.</p> <p>Is antagonistic toward union leadership, doesn't work to improve relations.</p>	<p>Unevenly manages and staffs the operational aspects of the organization, resulting in situations where inferior quality learning environments and/or unsafe situations arise for staff and students.</p> <p>Accepts that collective bargaining is a necessary and difficult process. Works to make the best of it.</p>	<p>Puts in place systems and staff so that environments are conducive to learning and are consistently safe.</p> <p>Is proactive in sharing information and purposely avoids conflict.</p>	<p>Puts in place systems and staff that create environments that inspire learning and that are highly reliably safe.</p> <p>Actively seeks to improve the bargaining experience through mutual training, trust and sharing of information.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

**Leadership Standard #7: Effective Fiscal Management**

The superintendent effectively organizes and manages operational aspects of the district including finance, human resources, food services, transportation, maintenance and facilities so that students can attend and learn in quality environments staffed by quality professionals.

7.1 Develops a proposed budget in accordance with board priorities and district direction  
  
7.2 Manages the equitable implementation of district resources aligned with the budget adopted by the board

7.3 Communicates the budget priorities and ensures regular updates on implementation of the budget

Ineffective	Developing	Effective	Accomplished
Irresponsibly and imprudently manages the fiscal aspects of the organization.	Makes avoidable errors in fiscally managing the organization and the organization has inconsistent fiscal lines of control and accountability.	Makes sound fiscal decisions in line with the organization’s strategic goals and establishes clear and transparent systems of fiscal control and accountability.	<p>Makes quality fiscal decisions in line with the organization’s strategic goals that are innovative and forward thinking.</p> <p>Clear and transparent systems of financial control and accountability are universally followed.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

**Leadership Standard #8: Policy, Advocacy and Governance**

The superintendent engages stakeholders in the development of the district strategic plan and works with the board to align policy and budgetary resources to execute the plan. The superintendent also advocates at the local, regional and national levels on the behalf of the system.

8.1 Develops relationships, leads collaborative decision-making and governance, and represents and advocates for district needs in local, county and state policy conversations

8.2 Cultivates a respectful and responsive relationship with the district board of education focused on achieving the shared mission and vision of the district

8.3 Implements, maintains and communicates district, state and national policy, laws, rules and regulations to staff, board and other appropriate stakeholders

Ineffective	Developing	Effective	Accomplished
<p>The superintendent does not value or show evidence of an effort to establish the conditions necessary for collaborative decision making and does not show evidence of advocacy on the behalf of the system.</p>	<p>The superintendent implements plans in compliance with national, state, and local policy, laws, rules and regulations.</p> <p>The superintendent inconsistently participates in advocacy at the state or regional level.</p>	<p>The superintendent works collaboratively with the board to implement plans in compliance with national, state, and local policy, laws, rules and regulations.</p> <p>The superintendent engages in a regular pattern of advocacy at the state and regional level.</p>	<p>The superintendent engages the board and larger community in the development and implementation of plans in compliance with national, state, and local policy, laws, rules and regulations.</p> <p>The superintendent engages in a regular pattern of advocacy at the state and regional level and shows evidence of proactive advocacy on key issues.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

Overall SY 2020-2021 Superintendent Performance Evaluation									
Priority Leadership Standards & Performance Goals	Each member ranks each indicator 1-4 according to the rubrics above								
	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7	Subtotal	Average
Visionary Leadership									÷ 7 = ____
Ethics and Professional Norms									÷ 7 = ____
Inclusive District Culture									÷ 7 = ____
Culturally Responsive Instructional Leadership and Improvement									÷ 7 = ____
Communications and Community Relations									÷ 7 = ____
Effective Organizational Management									÷ 7 = ____
Effective Financial Management									÷ 7 = ____
Policy, Governance and Advocacy									÷ 7 = ____
Final Summary Rating for the 2020-2021 Academic Year								SUBTOTAL:	
								DIVIDED BY 8 AREAS EQUALS FINAL PERFORMANCE LEVEL:	

## Amendments to Evaluation Template

### **Leadership Standard # 1 Visionary Leadership**

Amend 1.4 to Read Makes progress on PPS's Racial Equity and Social Justice strategy, with a focus on the professional development strategies in the RESJ framework by

- 1. Hiring and retaining teachers and principals of color**
- ~~**2. Demonstrating an increase in student outcomes for Black and Indigenous students**~~
- 3. Taking a holistic approach across the District in the review of our building names, our cultural icons, including statuary, art and artifacts.**

Add 1.5 Demonstrate a focus on improving student achievement for Black and Indigenous students.

### **Leadership Standard # 3 Inclusive District Culture**

Amend 3.1 to Read Develops and maintains a supportive, equitable, culturally responsive and inclusive district culture THAT ACTIVELY RECRUITS AND RETAINS TEACHERS, ADMINISTRATORS AND CENTRAL OFFICE STAFF OF COLOR.

### **Leadership Standard # 6 Effective Organizational Management**

Amend to Add: 6.5 Creates systems which track and improve the environmental sustainability of district practices.



**Resolution No. 6179**

Adopting the Superintendent's Goals for 2020-2021

**RESOLUTION**

**The Portland Public Schools Board of Education adopts the attached Superintendent Goals for the 2020-2021 school year.**

**Portland Public Schools  
Board of Directors'  
Superintendent's Performance Evaluation**  
*for School Year 2020-2021*

**SUPERINTENDENT ANNUAL EVALUATION**

In 2019-2020, the Board adopted an evaluation tool that acknowledged the complexity of the role of the Superintendent while, at the same time, setting and maintaining performance expectations for students at all levels within Portland Public Schools.

*The board wishes to reaffirm its commitment to the existing **Student Performance Goals**. While the board is affirming and expanding its commitment to the **Student Performance Goals**, we must also acknowledge that the system and the larger community are in the midst of a pandemic and unprecedented shifts in how we serve our students.*

Given the pandemic and the unprecedented changes in education, we plan to use the 2020-2021 school year to gather baseline data on the **Student Performance Goals** which we will use to set targets for the coming academic year (2021-2022). There will be regular reporting on this data to the board at least quarterly. The four Board goals will be reintroduced in the 2021-2022 performance evaluation.

Therefore, for the 2020-2021 academic year, the superintendent evaluation framework will be based on the **8 Leadership Standards** identified in the 2020 superintendent evaluation workbook published by the **Oregon School Board Association** and the **Coalition of Oregon School Administrators**. These will be equally weighted and scoring will be done using this scale provided by the Oregon School Boards Association:

SCORES BETWEEN:	PERFORMANCE LEVEL:
3.5 - 4.0	Accomplished
2.5 - 3.4	Effective
1.5 – 2.4	Developing
0.0 - 1.4	Ineffective

**Leadership Standard #1: Visionary Leadership**

The superintendent is an educational leader who integrates principles of cultural competency and equitable practice and promotes the success of every student by facilitating the development, articulation, implementation and stewardship of a vision of learning that is shared and supported by all.

- |   |   |
|---|---|
| <p>1.1 Leads a collaborative process with the board to design (or reaffirm) the district mission and vision that reflects a core set of values and priorities</p> <p>1.2 Leads the diverse stakeholder involvement in the development (or revision) of the district's continuous improvement plan based upon the district's mission and vision</p> <p>1.3 Implements the district's continuous improvement plan and communicates its progress</p> | <p>1.4 Makes progress on PPS's Racial Equity and Social Justice strategy, with a focus on the professional development strategies in the RESJ framework by</p> <ol style="list-style-type: none"> <li>1. Hiring and retaining teachers and principals of color</li> <li>2. Taking a holistic approach across the District to the review of our building names, our cultural icons, including statuary, art and artifacts</li> </ol> <p>1.5 Demonstrate a focus on improving student achievement for Black and Indigenous students</p> |
|---|---|

Ineffective	Developing	Effective	Accomplished
<p>Little or no evidence exists of a district vision implemented in the work of the district.</p> <p>Actions, staffing and resources have little connection to a vision.</p> <p>It is difficult to know what the district stands for.</p>	<p>References the district vision and is beginning to develop a plan for aligning resources, actions and staffing to that vision.</p> <p>Is engaged in learning and occasionally incorporates innovative ideas to support the vision.</p>	<p>Articulates the vision of the district in writing and speech.</p> <p>Works to create alignment within actions, staffing and resources designed to enroll all stakeholders in the vision.</p> <p>Exhibits the disposition of a learner, practices and applies new learning to further the vision/mission of the district.</p> <p>The district vision is focused on student learning.</p>	<p>Articulates a clear and coherent vision for the district through words and actions.</p> <p>Exhibits the disposition of a learner, practices and applies new learning to further the vision/mission of the district.</p> <p>Leadership actions, staffing and resources are clearly aligned to invest in the accomplishment of the vision.</p> <p>The vision is lively and evident in the culture, focused on student learning and articulates the excellence that distinguishes student performances throughout the district.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

**Leadership Standard #2: Ethics and Professional Norms**

The superintendent integrates principles of cultural competency and equitable practice and promotes the success of every student by acting with integrity, fairness and in an ethical manner.

2.1 Ensures a system of accountability for every student’s academic and social success

2.2 Models principles of self-awareness, reflective practice, transparency and ethical behavior

2.3 Safeguards the values of democracy, equity and diversity

2.4 Promotes social justice and ensures that individual student needs inform all aspects of schooling

Ineffective	Developing	Effective	Accomplished
<p>Actions and intentions are not always grounded in shared district values.</p> <p>Has demonstrated inconsistent or unethical behavior and does not always stand by his or her word.</p> <p>Is not self-aware and does not reflect on his or her practice.</p>	<p>Actions and intentions are not always clear and transparent.</p> <p>Fairness to staff and students is frequently raised as an issue.</p> <p>Reflects on practice but does not always implement changes from that learning</p>	<p>Treats students and staff fairly and shows respect at all times.</p> <p>Is grounded in shared district values for how to do the work of leadership and learning.</p> <p>Acts to support all students and staff to raise academic rigor while simultaneously closing opportunity gaps.</p> <p>Demonstrates self-awareness and uses reflection to improve practice.</p>	<p>Operates with an ethic of excellence and is grounded in shared district values for how to do the work of leadership and learning.</p> <p>Values are demonstrated each day as students and staff experience deep respect, as complex decisions are made with integrity, kindness, compassion and courage.</p> <p>Works for equity and social justice by raising rigor for all and simultaneously closing opportunity gaps.</p> <p>Demonstrates a high level of self-awareness and regularly reflects on practice to improve.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

**Leadership Standard #3: Inclusive District Culture**

The superintendent integrates principles of cultural competency and equitable practice and promotes the success of every student by understanding, responding to and influencing the larger political, social, economic, legal and cultural context. The superintendent ensures that equity is centered in all district planning and action.

3.1 Develops and maintains a supportive, equitable, culturally responsive and inclusive district culture that actively recruits and retains teachers, administrators and central office staff of color

3.2 Evaluates, cultivates and advocates for equitable access to safe and nurturing schools, and the opportunities and resources necessary to support the success and well-being of each student

3.3 Ensures equitable, inclusive and culturally responsive instructional and behavioral support practices among teachers, administrators and staff

Ineffective	Developing	Effective	Accomplished
<p>Planning is centered on the dominant culture.</p> <p>Data is presented in aggregate.</p> <p>Engagement activities are not differentiated to elevate the voices of underserved communities.</p>	<p>Planning remains centered on the dominant culture with differentiation for legally required student groups (e.g. special education or emergent bilingual students).</p> <p>Data reporting is primarily focused on aggregate performance with occasional disaggregation.</p> <p>Occasional or inconsistent efforts to engage underserved communities.</p>	<p>Consistent evidence of centering underserved students in planning activities.</p> <p>Data is regularly disaggregated in reporting and planning documents aligned to traditional state and federal reporting requirements..</p> <p>Consistent and intentional efforts to engage underserved communities.</p>	<p>Consistent evidence of centering underserved students in the planning, budgeting, and monitoring of student experience and learning.</p> <p>Data is regularly disaggregated in reporting and planning documents and extends beyond state and federal reporting requirements and includes (where appropriate and possible) disaggregation that supports understanding of intersectionality.</p> <p>Consistent and intentional efforts to engage underserved communities as establishing a culture of collective efficacy with the community.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

**Leadership Standard #4: Culturally responsive instructional leadership and improvement**

This standard addresses the superintendent’s skills in staying up to date in curriculum, teaching, learning and testing theories. It requires the superintendent to make sound recommendations for learning technologies.

4.1 Evaluates, designs, fosters and implements coherent systems of curriculum instruction, supports, assessment and instructional leadership

4.2 Implements coordinated systems of support, including coaching and professional development for staff

4.3 Manages an appropriate system of assessments and data collection, and analysis that supports instructional improvements, equity, student learning and well-being, and instructional leadership

4.4 Ensures instruction throughout the district utilizes culturally responsive practices and all staff are trained

Ineffective	Developing	Effective	Accomplished
<p>Primary focus is not teaching and learning.</p> <p>Fails at creating an organizational culture focused on teaching and learning.</p> <p>Does not put in place systems to ensure curricular alignment to standards.</p> <p>Does not create systems to customize learning to students.</p>	<p>Peripherally focused on teaching and learning.</p> <p>Discusses teaching and learning, but no real systemic organizational focus exists.</p> <p>Puts in place an uneven and sometimes chaotic process to align curriculum to assessments.</p> <p>Discusses customized learning, but execution is uneven, unclear and chaotic</p>	<p>Primary focus is teaching and learning.</p> <p>Keeps the organization primarily focused on teaching and learning.</p> <p>Puts in place systems to align curriculum to standards.</p> <p>Puts in place systems to customize instruction to students.</p>	<p>Continuously stresses the importance of quality culturally sustaining teaching and learning as the organization’s primary strategic objective.</p> <p>Creates an organizational culture attentively focused on culturally sustaining teaching and learning that grows and evolves.</p> <p>Creates clear and systemic systems for curricular alignment to standards that result in curricula and assessments of exceptional quality.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

**Leadership Standard #5: Communications and Community Relations**

The superintendent integrates principles of cultural competency and equitable practice and promotes the success of every student by understanding, responding to and influencing the larger political, social, economic, legal and cultural context. The superintendent establishes effective two-way communications and engagement with students, staff, parents, media and the community, responding to feedback and building support for and engagement with the district.

5.1 Develops and implements effective and collaborative systems that engage multiple and diverse stakeholder groups

5.2 Engages and effectively communicates with diverse families, community partners and other constituencies to strengthen student learning

5.3 Cultivates relationships and partnerships with members of the business, civic and local government in support of their advocacy for district, school and community needs

5.4 Goes beyond the district and local community to advocate for students at the county, regional and/or state level

Ineffective	Developing	Effective	Accomplished
<p>Ineffective in communication with staff, parents and students.</p> <p>Staff and students feel undermined by the lack of leadership in the district.</p> <p>Not aware of the undercurrents with the staff of the school environment.</p>	<p>Advocates for some students and families.</p> <p>Stakeholders frequently feel out of the loop.</p> <p>Many staff members do not feel positive about district leadership.</p> <p>Staff and students do not feel stimulated to do their best work.</p>	<p>Keeps staff, students, and parents informed on a regular basis.</p> <p>Communication with individuals and groups is clear and effective.</p> <p>Most staff and students identify positively with district leadership.</p> <p>Works as a member of a district team to positively influence education decisions.</p>	<p>Communicates key information to all stakeholders in an appropriate and timely manner.</p> <p>Alert to potential issues; predicts and shares possibilities with school board in advance.</p> <p>Constituent groups report a positive relationship with district leadership.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

**Leadership Standard #6: Effective Organizational Management**

The superintendent effectively organizes and manages operational aspects of the district including finance, human resources, food services, transportation, maintenance and facilities so that students can attend and learn in quality environments staffed by quality professionals.

6.1 Implements equitable strategies, processes and systems to recruit, hire, develop and retain high-performing personnel who demonstrate a shared commitment to student success

6.2 Establishes productive relationships with associations while managing labor relations and contract effectively

6.3 Creates and maintains organizational structures that maximize the district's capacity to positively impact student learning

6.4 Creates a comprehensive system of professional development for all staff to continuously improve and increase their leadership capacity

6.5 Creates systems which track and improve the environmental sustainability of district practices

Ineffective	Developing	Effective	Accomplished
<p>Does not effectively manage or appropriately staff operational aspects of the organization, resulting in inferior quality and/or unsafe services for staff and students.</p> <p>Is antagonistic toward union leadership, doesn't work to improve relations.</p>	<p>Unevenly manages and staffs the operational aspects of the organization, resulting in situations where inferior quality learning environments and/or unsafe situations arise for staff and students.</p> <p>Accepts that collective bargaining is a necessary and difficult process. Works to make the best of it.</p>	<p>Puts in place systems and staff so that environments are conducive to learning and are consistently safe.</p> <p>Is proactive in sharing information and purposely avoids conflict.</p>	<p>Puts in place systems and staff that create environments that inspire learning and that are highly reliably safe.</p> <p>Actively seeks to improve the bargaining experience through mutual training, trust and sharing of information.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

**Leadership Standard #7: Effective Fiscal Management**

The superintendent effectively organizes and manages operational aspects of the district including finance, human resources, food services, transportation, maintenance and facilities so that students can attend and learn in quality environments staffed by quality professionals.

7.1 Develops a proposed budget in accordance with board priorities and district direction  
7.2 Manages the equitable implementation of district resources aligned with the budget adopted by the board

7.3 Communicates the budget priorities and ensures regular updates on implementation of the budget

Ineffective	Developing	Effective	Accomplished
Irresponsibly and imprudently manages the fiscal aspects of the organization.	Makes avoidable errors in fiscally managing the organization and the organization has inconsistent fiscal lines of control and accountability.	Makes sound fiscal decisions in line with the organization's strategic goals and establishes clear and transparent systems of fiscal control and accountability.	<p>Makes quality fiscal decisions in line with the organization's strategic goals that are innovative and forward thinking.</p> <p>Clear and transparent systems of financial control and accountability are universally followed.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:



**Leadership Standard #8: Policy, Advocacy and Governance**

The superintendent engages stakeholders in the development of the district strategic plan and works with the board to align policy and budgetary resources to execute the plan. The superintendent also advocates at the local, regional and national levels on the behalf of the system.

8.1 Develops relationships, leads collaborative decision-making and governance, and represents and advocates for district needs in local, county and state policy conversations

8.2 Cultivates a respectful and responsive relationship with the district board of education focused on achieving the shared mission and vision of the district

8.3 Implements, maintains and communicates district, state and national policy, laws, rules and regulations to staff, board and other appropriate stakeholders

Ineffective	Developing	Effective	Accomplished
<p>The superintendent does not value or show evidence of an effort to establish the conditions necessary for collaborative decision making and does not show evidence of advocacy on the behalf of the system.</p>	<p>The superintendent implements plans in compliance with national, state, and local policy, laws, rules and regulations.</p> <p>The superintendent inconsistently participates in advocacy at the state or regional level.</p>	<p>The superintendent works collaboratively with the board to implement plans in compliance with national, state, and local policy, laws, rules and regulations.</p> <p>The superintendent engages in a regular pattern of advocacy at the state and regional level.</p>	<p>The superintendent engages the board and larger community in the development and implementation of plans in compliance with national, state, and local policy, laws, rules and regulations.</p> <p>The superintendent engages in a regular pattern of advocacy at the state and regional level and shows evidence of proactive advocacy on key issues.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

Overall SY 2020-2021 Superintendent Performance Evaluation									
Priority Leadership Standards & Performance Goals	Each member ranks each indicator 1-4 according to the rubrics above								
	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7	Subtotal	Average
Visionary Leadership									÷ 7 = ____
Ethics and Professional Norms									÷ 7 = ____
Inclusive District Culture									÷ 7 = ____
Culturally Responsive Instructional Leadership and Improvement									÷ 7 = ____
Communications and Community Relations									÷ 7 = ____
Effective Organizational Management									÷ 7 = ____
Effective Financial Management									÷ 7 = ____
Policy, Governance and Advocacy									÷ 7 = ____
Final Summary Rating for the 2020-2021 Academic Year								SUBTOTAL:	
								DIVIDED BY 8 AREAS EQUALS FINAL PERFORMANCE LEVEL:	

**Resolution No. 6179**

Adopting the Superintendent's Goals for 2020-2021

**RESOLUTION**

**The Portland Public Schools Board of Education adopts the attached Superintendent Goals for the 2020-2021 school year.**

**Portland Public Schools  
Board of Directors'  
Superintendent's Performance Evaluation**  
*for School Year 2020-2021*

**SUPERINTENDENT ANNUAL EVALUATION**

In 2019-2020, the Board adopted an evaluation tool that acknowledged the complexity of the role of the Superintendent while, at the same time, setting and maintaining performance expectations for students at all levels within Portland Public Schools.

*The board wishes to reaffirm its commitment to the existing **Student Performance Goals**. While the board is affirming and expanding its commitment to the **Student Performance Goals**, we must also acknowledge that the system and the larger community are in the midst of a pandemic and unprecedented shifts in how we serve our students.*

Given the pandemic and the unprecedented changes in education, we plan to use the 2020-2021 school year to gather baseline data on the **Student Performance Goals** which we will use to set targets for the coming academic year (2021-2022). There will be regular reporting on this data to the board at least quarterly. The four Board goals will be reintroduced in the 2021-2022 performance evaluation.

Therefore, for the 2020-2021 academic year, the superintendent evaluation framework will be based on the **8 Leadership Standards** identified in the 2020 superintendent evaluation workbook published by the **Oregon School Board Association** and the **Coalition of Oregon School Administrators**. These will be equally weighted and scoring will be done using this scale provided by the Oregon School Boards Association:

SCORES BETWEEN:	PERFORMANCE LEVEL:
3.5 - 4.0	Accomplished
2.5 - 3.4	Effective
1.5 – 2.4	Developing
0.0 - 1.4	Ineffective

**Leadership Standard #1: Visionary Leadership**

The superintendent is an educational leader who integrates principles of cultural competency and equitable practice and promotes the success of every student by facilitating the development, articulation, implementation and stewardship of a vision of learning that is shared and supported by all.

- 1.1 Leads a collaborative process with the board to design (or reaffirm) the district mission and vision that reflects a core set of values and priorities
- 1.2 Leads the diverse stakeholder involvement in the development (or revision) of the district's continuous improvement plan based upon the district's mission and vision
- 1.3 Implements the district's continuous improvement plan and communicates its progress

- 1.4 Makes progress on PPS's Racial Equity and Social Justice strategy, with a focus on the professional development strategies in the RESJ framework
  - 1. Hiring and retaining teachers and principals of color
  - 2. Taking a holistic approach across the District to the review of our building names, our cultural icons, including statuary, art and artifacts
- 1.5 Demonstrate a focus on improving student achievement for Black and Indigenous students

Ineffective	Developing	Effective	Accomplished
<p>Little or no evidence exists of a district vision implemented in the work of the district.</p> <p>Actions, staffing and resources have little connection to a vision.</p> <p>It is difficult to know what the district stands for.</p>	<p>References the district vision and is beginning to develop a plan for aligning resources, actions and staffing to that vision.</p> <p>Is engaged in learning and occasionally incorporates innovative ideas to support the vision.</p>	<p>Articulates the vision of the district in writing and speech.</p> <p>Works to create alignment within actions, staffing and resources designed to enroll all stakeholders in the vision.</p> <p>Exhibits the disposition of a learner, practices and applies new learning to further the vision/mission of the district.</p> <p>The district vision is focused on student learning.</p>	<p>Articulates a clear and coherent vision for the district through words and actions.</p> <p>Exhibits the disposition of a learner, practices and applies new learning to further the vision/mission of the district.</p> <p>Leadership actions, staffing and resources are clearly aligned to invest in the accomplishment of the vision.</p> <p>The vision is lively and evident in the culture, focused on student learning and articulates the excellence that distinguishes student performances throughout the district.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

**Leadership Standard #2: Ethics and Professional Norms**

The superintendent integrates principles of cultural competency and equitable practice and promotes the success of every student by acting with integrity, fairness and in an ethical manner.

2.1 Ensures a system of accountability for every student’s academic and social success

2.2 Models principles of self-awareness, reflective practice, transparency and ethical behavior

2.3 Safeguards the values of democracy, equity and diversity

2.4 Promotes social justice and ensures that individual student needs inform all aspects of schooling

Ineffective	Developing	Effective	Accomplished
<p>Actions and intentions are not always grounded in shared district values.</p> <p>Has demonstrated inconsistent or unethical behavior and does not always stand by his or her word.</p> <p>Is not self-aware and does not reflect on his or her practice.</p>	<p>Actions and intentions are not always clear and transparent.</p> <p>Fairness to staff and students is frequently raised as an issue.</p> <p>Reflects on practice but does not always implement changes from that learning</p>	<p>Treats students and staff fairly and shows respect at all times.</p> <p>Is grounded in shared district values for how to do the work of leadership and learning.</p> <p>Acts to support all students and staff to raise academic rigor while simultaneously closing opportunity gaps.</p> <p>Demonstrates self-awareness and uses reflection to improve practice.</p>	<p>Operates with an ethic of excellence and is grounded in shared district values for how to do the work of leadership and learning.</p> <p>Values are demonstrated each day as students and staff experience deep respect, as complex decisions are made with integrity, kindness, compassion and courage.</p> <p>Works for equity and social justice by raising rigor for all and simultaneously closing opportunity gaps.</p> <p>Demonstrates a high level of self-awareness and regularly reflects on practice to improve.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

**Leadership Standard #3: Inclusive District Culture**

The superintendent integrates principles of cultural competency and equitable practice and promotes the success of every student by understanding, responding to and influencing the larger political, social, economic, legal and cultural context. The superintendent ensures that equity is centered in all district planning and action.

3.1 Develops and maintains a supportive, equitable, culturally responsive and inclusive district culture that actively recruits and retains teachers, administrators and central office staff of color

3.2 Evaluates, cultivates and advocates for equitable access to safe and nurturing schools, and the opportunities and resources necessary to support the success and well-being of each student

3.3 Ensures equitable, inclusive and culturally responsive instructional and behavioral support practices among teachers, administrators and staff

Ineffective	Developing	Effective	Accomplished
<p>Planning is centered on the dominant culture.</p> <p>Data is presented in aggregate.</p> <p>Engagement activities are not differentiated to elevate the voices of underserved communities.</p>	<p>Planning remains centered on the dominant culture with differentiation for legally required student groups (e.g. special education or emergent bilingual students).</p> <p>Data reporting is primarily focused on aggregate performance with occasional disaggregation.</p> <p>Occasional or inconsistent efforts to engage underserved communities.</p>	<p>Consistent evidence of centering underserved students in planning activities.</p> <p>Data is regularly disaggregated in reporting and planning documents aligned to traditional state and federal reporting requirements..</p> <p>Consistent and intentional efforts to engage underserved communities.</p>	<p>Consistent evidence of centering underserved students in the planning, budgeting, and monitoring of student experience and learning.</p> <p>Data is regularly disaggregated in reporting and planning documents and extends beyond state and federal reporting requirements and includes (where appropriate and possible) disaggregation that supports understanding of intersectionality.</p> <p>Consistent and intentional efforts to engage underserved communities as establishing a culture of collective efficacy with the community.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

**Leadership Standard #4: Culturally responsive instructional leadership and improvement**

This standard addresses the superintendent’s skills in staying up to date in curriculum, teaching, learning and testing theories. It requires the superintendent to make sound recommendations for learning technologies.

4.1 Evaluates, designs, fosters and implements coherent systems of curriculum instruction, supports, assessment and instructional leadership

4.2 Implements coordinated systems of support, including coaching and professional development for staff

4.3 Manages an appropriate system of assessments and data collection, and analysis that supports instructional improvements, equity, student learning and well-being, and instructional leadership

4.4 Ensures instruction throughout the district utilizes culturally responsive practices and all staff are trained

Ineffective	Developing	Effective	Accomplished
<p>Primary focus is not teaching and learning.</p> <p>Fails at creating an organizational culture focused on teaching and learning.</p> <p>Does not put in place systems to ensure curricular alignment to standards.</p> <p>Does not create systems to customize learning to students.</p>	<p>Peripherally focused on teaching and learning.</p> <p>Discusses teaching and learning, but no real systemic organizational focus exists.</p> <p>Puts in place an uneven and sometimes chaotic process to align curriculum to assessments.</p> <p>Discusses customized learning, but execution is uneven, unclear and chaotic</p>	<p>Primary focus is teaching and learning.</p> <p>Keeps the organization primarily focused on teaching and learning.</p> <p>Puts in place systems to align curriculum to standards.</p> <p>Puts in place systems to customize instruction to students.</p>	<p>Continuously stresses the importance of quality culturally sustaining teaching and learning as the organization’s primary strategic objective.</p> <p>Creates an organizational culture attentively focused on culturally sustaining teaching and learning that grows and evolves.</p> <p>Creates clear and systemic systems for curricular alignment to standards that result in curricula and assessments of exceptional quality.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

**Leadership Standard #5: Communications and Community Relations**

The superintendent integrates principles of cultural competency and equitable practice and promotes the success of every student by understanding, responding to and influencing the larger political, social, economic, legal and cultural context. The superintendent establishes effective two-way communications and engagement with students, staff, parents, media and the community, responding to feedback and building support for and engagement with the district.

5.1 Develops and implements effective and collaborative systems that engage multiple and diverse stakeholder groups

5.2 Engages and effectively communicates with diverse families, community partners and other constituencies to strengthen student learning

5.3 Cultivates relationships and partnerships with members of the business, civic and local government in support of their advocacy for district, school and community needs

5.4 Goes beyond the district and local community to advocate for students at the county, regional and/or state level

Ineffective	Developing	Effective	Accomplished
<p>Ineffective in communication with staff, parents and students.</p> <p>Staff and students feel undermined by the lack of leadership in the district.</p> <p>Not aware of the undercurrents with the staff of the school environment.</p>	<p>Advocates for some students and families.</p> <p>Stakeholders frequently feel out of the loop.</p> <p>Many staff members do not feel positive about district leadership.</p> <p>Staff and students do not feel stimulated to do their best work.</p>	<p>Keeps staff, students, and parents informed on a regular basis.</p> <p>Communication with individuals and groups is clear and effective.</p> <p>Most staff and students identify positively with district leadership.</p> <p>Works as a member of a district team to positively influence education decisions.</p>	<p>Communicates key information to all stakeholders in an appropriate and timely manner.</p> <p>Alert to potential issues; predicts and shares possibilities with school board in advance.</p> <p>Constituent groups report a positive relationship with district leadership.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:



**Leadership Standard #6: Effective Organizational Management**

The superintendent effectively organizes and manages operational aspects of the district including finance, human resources, food services, transportation, maintenance and facilities so that students can attend and learn in quality environments staffed by quality professionals.

6.1 Implements equitable strategies, processes and systems to recruit, hire, develop and retain high-performing personnel who demonstrate a shared commitment to student success

6.2 Establishes productive relationships with associations while managing labor relations and contract effectively

6.3 Creates and maintains organizational structures that maximize the district's capacity to positively impact student learning

6.4 Creates a comprehensive system of professional development for all staff to continuously improve and increase their leadership capacity

6.5 Creates systems which track and improve the environmental sustainability of district practices

Ineffective	Developing	Effective	Accomplished
<p>Does not effectively manage or appropriately staff operational aspects of the organization, resulting in inferior quality and/or unsafe services for staff and students.</p> <p>Is antagonistic toward union leadership, doesn't work to improve relations.</p>	<p>Unevenly manages and staffs the operational aspects of the organization, resulting in situations where inferior quality learning environments and/or unsafe situations arise for staff and students.</p> <p>Accepts that collective bargaining is a necessary and difficult process. Works to make the best of it.</p>	<p>Puts in place systems and staff so that environments are conducive to learning and are consistently safe.</p> <p>Is proactive in sharing information and purposely avoids conflict.</p>	<p>Puts in place systems and staff that create environments that inspire learning and that are highly reliably safe.</p> <p>Actively seeks to improve the bargaining experience through mutual training, trust and sharing of information.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

**Leadership Standard #7: Effective Fiscal Management**

The superintendent effectively organizes and manages operational aspects of the district including finance, human resources, food services, transportation, maintenance and facilities so that students can attend and learn in quality environments staffed by quality professionals.

7.1 Develops a proposed budget in accordance with board priorities and district direction

7.2 Manages the equitable implementation of district resources aligned with the budget adopted by the board

7.3 Communicates the budget priorities and ensures regular updates on implementation of the budget

Ineffective	Developing	Effective	Accomplished
<p>Irresponsibly and imprudently manages the fiscal aspects of the organization.</p>	<p>Makes avoidable errors in fiscally managing the organization and the organization has inconsistent fiscal lines of control and accountability.</p>	<p>Makes sound fiscal decisions in line with the organization's strategic goals and establishes clear and transparent systems of fiscal control and accountability.</p>	<p>Makes quality fiscal decisions in line with the organization's strategic goals that are innovative and forward thinking.</p> <p>Clear and transparent systems of financial control and accountability are universally followed.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

**Leadership Standard #8: Policy, Advocacy and Governance**

The superintendent engages stakeholders in the development of the district strategic plan and works with the board to align policy and budgetary resources to execute the plan. The superintendent also advocates at the local, regional and national levels on the behalf of the system.

8.1 Develops relationships, leads collaborative decision-making and governance, and represents and advocates for district needs in local, county and state policy conversations

8.2 Cultivates a respectful and responsive relationship with the district board of education focused on achieving the shared mission and vision of the district

8.3 Implements, maintains and communicates district, state and national policy, laws, rules and regulations to staff, board and other appropriate stakeholders

Ineffective	Developing	Effective	Accomplished
<p>The superintendent does not value or show evidence of an effort to establish the conditions necessary for collaborative decision making and does not show evidence of advocacy on the behalf of the system.</p>	<p>The superintendent implements plans in compliance with national, state, and local policy, laws, rules and regulations.</p> <p>The superintendent inconsistently participates in advocacy at the state or regional level.</p>	<p>The superintendent works collaboratively with the board to implement plans in compliance with national, state, and local policy, laws, rules and regulations.</p> <p>The superintendent engages in a regular pattern of advocacy at the state and regional level.</p>	<p>The superintendent engages the board and larger community in the development and implementation of plans in compliance with national, state, and local policy, laws, rules and regulations.</p> <p>The superintendent engages in a regular pattern of advocacy at the state and regional level and shows evidence of proactive advocacy on key issues.</p>

**Summary Rating**

1 Ineffective:       2 Developing:       3 Effective:       4 Accomplished:

Overall SY 2020-2021 Superintendent Performance Evaluation									
Priority Leadership Standards & Performance Goals	Each member ranks each indicator 1-4 according to the rubrics above								
	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7	Subtotal	Average
Visionary Leadership									÷ 7 = ____
Ethics and Professional Norms									÷ 7 = ____
Inclusive District Culture									÷ 7 = ____
Culturally Responsive Instructional Leadership and Improvement									÷ 7 = ____
Communications and Community Relations									÷ 7 = ____
Effective Organizational Management									÷ 7 = ____
Effective Financial Management									÷ 7 = ____
Policy, Governance and Advocacy									÷ 7 = ____
Final Summary Rating for the 2020-2021 Academic Year								SUBTOTAL:	
								DIVIDED BY 8 AREAS EQUALS FINAL PERFORMANCE LEVEL:	