

Regular Meeting
Tuesday, August 10, 2021 6:30 PM

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

Agenda

1. 6:30 pm - Opening
2. 6:35 pm - Consent Agenda: Resolutions 6355 through 6359 *Vote- Public Comment Accepted*
 - 2.(a) Resolution 6355: Adoption of the Index to the Minutes
 - 2.(b) Resolution 6356: Expenditure Contracts
 - 2.(c) Resolution 6357: Revenue Contracts
 - 2.(d) Resolution 6358: Resolution to Authorize an Employment Agreement
 - 2.(e) Resolution 6359: KairosPDX Lease Agreement
3. 6:45 pm - Student and Public Comment
4. 7:00 pm - Student Representative's Report
5. 7:05 pm - Superintendent's Report
6. 7:20 pm - Board Committee and Conference Reports
7. 7:25 pm - Resolution 6360: Portland Federation of School Professionals and School District No. 1J, Multnomah County, Oregon, Ratification of the Collective Bargaining Agreement 2021 - 2023
Vote - Public Comment Accepted
8. 7:40 pm - Update: Health and Safety Audit
9. 8:00 pm - Update: Back to School
10. 8:45 pm - Other Business / Committee Referrals
11. 8:50 pm - Adjourn

RESOLUTION No. 6355

The Following Index to the Minutes are offered for Adoption:

- July 27, 2021 - Regular Meeting



Index to the Minutes

(Draft for Approval)

Regular Meeting

July 27, 2021

Attendance

Present: Chair DePass; Vice-Chair Scott (virtual); Directors Brim-Edwards, Greene, Hollands, Kohnstamm (virtual), and Lowery; Student Representative Weinberg

Absent: None

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Actions Taken

- **Consent Agenda – Resolutions 6349 through 6352**

Director Brim-Edwards moved and Director Lowery seconded the motion to approve the Consent Agenda, including Resolutions 6349 through 6352. The motion was put to a voice vote and passed (7 yes – 0 no), with Student Representative Weinberg voting yes (unofficial).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Greene: Yes, Director Hollands: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Andrew Scott: Yes; Student Representative Weinberg: Yes (Unofficial)

- **Resolution 6353: Resolution Approving a New Mission Statement for Portland Public Schools**

Directors Kohnstamm and Brim-Edwards moved and Director Hollands seconded the motion to approve Resolution 6353. The motion was put to a voice vote and passed (7 yes - 0 no), with Student Representative Weinberg voting yes (unofficial).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Greene: Yes, Director Hollands: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Andrew Scott: Yes; Student Representative Weinberg: Yes (Unofficial)

- **Resolution 6354: Protecting PPS Students, Staff, and Communities in Oregon Department of Transportation’s I-5 Rose Quarter Project**

Director Greene moved and Director Hollands seconded the motion to approve Resolution 6354. The motion was put to a voice vote and passed (7 yes - 0 no), with Student Representative Weinberg voting yes (unofficial).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Greene: Yes, Director Hollands: Yes, Director Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Director Andrew Scott: Yes; Student Representative Weinberg: Yes (Unofficial)

RESOLUTION No. 6349

The Following Index to the Minutes are offered for Adoption:

- 06/28/2021 - Special Meeting
- 07/13/2021 - Regular Meeting

RESOLUTION No. 6350

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

RECITAL

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

RESOLUTION

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

NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Clarity Construction	7/28/21 through 12/31/26	Construction C 90255	BESC Fleet Deck Gate Replacement Invitation to Bid – Construction ITB-C 2021-2961	\$163,950	C. Hertz Fund 101 Dept. 5592
Office of the General Counsel Network	8/1/21 through 1/31/22	Legal Services LS 90342	General Counsel contracted services. Direct Negotiation – Legal Services PPS 46-0525(13)	\$180,000	J. Garcia Fund 101 Dept. 5460
Providence Health Systems	8/1/21 through 6/15/22 Option to renew for up to four additional one-year terms through 6/15/26	Personal Services PS 90422	Certified Athletic Trainers for eight PIL High Schools during practices and games. Request for Proposals 2021-2966	Original Term: \$259,295 Total through all renewals: \$1,296,475	S. Bird Fund 101 Dept. 5423
Albina Head Start	8/16/21 through 7/8/22	Personal Services PS 90458	Program for infants and toddlers at Teen Parent Services Program sites: McDaniel, Roosevelt, Franklin, and Grant. Direct Negotiation – Ongoing Long-Term Relationship PPS 46-0525(3)	\$466,840	S. Bird Fund 101 Dept. 4306
Explore Learning/LAZEL Inc.	7/28/21 through 7/14/23	Digital Resource DR 90465	Purchase of Learning A-Z License for district-wide use. Special Class Procurement – Copyrighted and Creative Works PPS-46-0288(4)	\$354,698	S. Bird Funding Source Varies

NEW COOPERATIVE PURCHASING AGREEMENTS

No New Cooperative Purchasing Agreements

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
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Multnomah Education Service District	7/1/21 through 6/30/22	Master Contract MSTR 90379	Master contract to cover all contracted services provided by MESD. Scopes of work and costs to be reflected in Service Referral and Quote Forms.	Estimated maximum amount: \$3,000,000	C. Hertz Funding Source Varies
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AMENDMENTS TO EXISTING CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Administrator, Funding Source
City of Portland	7/1/18 through 6/30/22	Intergovernmental Agreement IGA 86852 Amendment 3	City will provide data collection and reporting services for our Workforce Training and Hiring Program, which requires apprentice usage on District construction projects. Amendment adds one additional year through 6/30/22.	\$59,184 \$218,777	C. Hertz Fund 456 Dept. 5511 Project DF120
Multnomah County	7/1/19 through 6/30/23	Intergovernmental Agreement IGA 68289 Amendment 1	Provide core mental health services to children and families in the Head Start Program. Amendment adds two additional years through 6/30/23.	\$88,584 \$177,168	S. Bird Funding Source Varies

RESOLUTION No. 6351

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”)

No New Intergovernmental Agreements/Revenue Contracts

AMENDMENTS TO EXISTING REVENUE CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Administrator, Funding Source
Oregon Commission for the Blind	7/1/21 through 9/30/21	Intergovernmental Agreement / Revenue IGA/R 70028 Amendment 1	Columbia Regional Program to provide Pre-Employment Transition Services to students with vision loss who are transitioning from high school into employment settings and the community. This amendment adds additional funds.	\$40,986 \$176,660	S. Bird Fund 205 Dept. 9999 Grant G2075

RESOLUTION No. 6352

Resolution to Authorize an Employment Agreement

RESOLUTION

Pursuant to Board Policy 5.60.010-P the Board of Education authorizes the employment agreement for Dr. Shawn Bird, for the Deputy Superintendent of Instruction and School Communities.

RESOLUTION No. 6353

Resolution Approving a New Mission Statement for Portland Public Schools

RESOLVED

The Board of Education approves a new mission statement for Portland Public Schools:

We provide rigorous, high quality academic learning experiences that are inclusive and joyful. We disrupt racial inequities to create vibrant environments for every student to demonstrate excellence.

RESOLUTION No. 6354

Protecting PPS Students, Staff, and Communities in Oregon Department of Transportation's I-5 Rose Quarter Project

RECITALS

- A. In 2012, the Oregon Department of Transportation (ODOT) and the City of Portland Bureau of Planning and Sustainability and the Bureau of Transportation developed the I-5 Broadway-Weidler Facility Plan in conjunction with the City's N/NE Quadrant Plan. The N/NE Quadrant Plan set goals and actions for the land use and development in north and northeast Portland, while the Broadway-Weidler Facility Plan was intended to improve safety and operations on I-5 in the vicinity of the Broadway/Weidler interchange. Key elements of the facility plan include:
- a. Adding auxiliary lanes and full-width shoulders (within existing right-of-way).
 - b. Rebuilding structures at Broadway, Weidler, Vancouver and Williams and adding a lid over the freeway.
 - c. Moving the I-5 southbound on-ramp to Weidler.
 - d. Adding new connections over the freeway for pedestrian and bicycle travel in the interchange area.
- B. In 2012, the Portland City Council and the Oregon Transportation Commission approved the Broadway-Weidler Facility Plan. The proposed plan includes substantial widening of I-5 immediately adjacent to Harriet Tubman Middle School, including extending travel lanes closer to the school and constructing new retaining walls.
- C. In 2016, ODOT concluded the Broadway-Weidler Facility Plan improvements were technically feasible and proceeded with development of an Environmental Assessment (EA). The EA is intended to evaluate the benefits and impacts within the project area of two alternatives: one in which the project would move forward as planned (Build Alternative), and one in which the project would not be built (No-Build Alternative).
- D. The National Environmental Policy Act (NEPA) requires federal agencies to assess the environmental effects of their proposed actions prior to making decisions. Based on the EA, the following actions can occur:
- a. If the agency determines that the action will not have significant environmental impacts, the agency will issue a Finding of No Significant Impact (FONSI). A FONSI is a document that presents the reasons why the agency has concluded that there are no significant environmental impacts projected to occur upon implementation of the action.
 - b. If the EA determines that the environmental impacts of a proposed action will be significant, an Environmental Impact Statement is prepared.
- E. ODOT's EA was published on February 15, 2019. The public comment period closed April 1, 2019. ODOT is required to take into consideration public health impacts in its analysis and to use an equity lens in its planning processes. The historical legacy from ODOT ignoring health and equity concerns voiced decades ago about building a freeway too close to a school has had health and environment consequences for our students and the surrounding community and required PPS to spend millions in limited capital funds to make the air inside Tubman safe for students.
- F. Although the proposed project is immediately adjacent to PPS properties, in particular Harriet Tubman Middle School, neither ODOT nor the City meaningfully engaged with PPS or our families during the planning process to assess the potential impacts, either short- or long-term, on the health of students and staff from environmental hazards of the freeway and the expansion or

on the structural integrity of PPS facilities from incursions on PPS property during construction.

- G. I-5 is already built hazardously close to Harriet Tubman Middle School (HTMS) and has negative impacts on the air quality for students and staff. PPS spent more than \$10M to install air filtration systems when the school reopened in 2018 to mitigate the impacts of traffic on I-5.
- H. An initial review of the EA by PPS staff raised substantial questions about potential impacts on PPS properties, including risks to soil stability under the Harriet Tubman Middle School site during the construction process, increased air pollution, increased noise pollution, lack of school bus egress from Harriet Tubman Middle School with the removal of the Flint Street overpass, and shifts to traffic patterns in the vicinity of both Tubman and District headquarters.
- I. In March 2019 and again in December 2019, the PPS Board of Education passed resolutions 5856 and 6008 urging ODOT to move forward with a full Environmental Impact Statement (EIS) to fully resolve questions around the potential impacts of the I-5 freeway and the proposed expansion on our students.
- J. Representatives of Portland Public Schools and the Board of Education have continued raising concerns about potential air-quality impacts to Harriet Tubman Middle School students and the surrounding neighborhood and to support economic empowerment in the Albina neighborhood by investing in highway covers to enable redevelopment and reinvestment and improve neighborhood connectivity.
- K. To date, none of the concerns raised by Portland Public Schools has been addressed by ODOT; and in fact, at an Executive Steering Committee meeting in fall 2020, ODOT representatives opposed language that would require the project to result in air quality at Harriet Tubman Middle School that is safe for youth.
- L. In late spring 2021, Portland Public Schools conducted community outreach to Harriet Tubman Middle School families, as well as its feeder schools: Boise-Eliot, Irvington, Sabin and Dr. Martin Luther King Jr.
- M. An online survey was open from June 3-June 21, 2021, and the District also conducted a focus group. In general, the feedback from the community can be summarized under three themes: air quality for students, broader engagement, and relocation of HTMS. Given COVID-19 gathering restrictions and summer schedules, community engagement will be ongoing.
- N. The feedback regarding air quality included requests for improved indoor ventilation systems, identification of long-term impacts on students, and installation of highway covers.
- O. State and regional leaders have shared their concern for the negative impact the original freeway placement has had and that the freeway expansion will have on HTMS students and the community.
- P. On June 11, 2020, the PPS Board of Education unanimously approved Resolution 6130. In this resolution, the Board declared that the lives of Black students and our Black community matter and committed to working with the Superintendent and the Portland community to create the conditions for every student, especially our Black and Native students who experience the greatest challenges, to realize the vision of the Graduate Portrait.
- Q. The work of the Albina Vision Trust and the Black community in Portland to reclaim the Albina community is similar to the push for equitable access to public education, especially for our Black students and their families. This push has long been a key component of the civil rights movement and fight for racial justice and builds on the legacy of advocacy for Black children in Portland, and catalyzed by the social movements for Black Lives. Government Institutions like ODOT and PPS, have a moment, an opportunity to lead, not with race-neutral plans, but with an

anti-racist agenda that amplifies an intergenerational healing process among students, their families, and our community.

- R. Portland Public Schools appreciates that the State and other partners are working with PPS to find a solution to address the ongoing concerns about the air quality and construction disruption at Harriet Tubman Middle School.

RESOLUTION

- A. The Board of Education for Portland Public Schools will work in partnership with Albina Vision Trust, state and community leaders to understand the environmental and health impacts of the freeway for students in the Albina neighborhood and advocate for initiatives that mitigate the freeway's impact on students and their families in this neighborhood.
- B. The Board of Education for Portland Public Schools supports and urges federal investments to reconnect, revitalize and transform the Albina community to address the many harms caused by the original construction of the Interstate freeway and ensure a seamless, aligned project that addresses displacement, economic, and environmental racism, while supporting educational innovation and new economic opportunities for the community.
- C. If ODOT and the State proceed with the project that will compound the original negative health and environmental impacts on the students and neighboring community, the Board of Education and Superintendent for Portland Public Schools calls on state leaders and the project team to accept the responsibility for the harm they have caused and to mitigate the past and potential future harm to the health of students and staff at Harriet Tubman Middle School.
- D. Further, Portland Public Schools leadership demands that if the State moves ahead with the project that it commits to create a transformative infrastructure project for Historic Albina and to secure the funds to rebuild Harriet Tubman Middle School in a safe, healthy location in Historic Albina.

RESOLUTION No. 6356

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

RECITAL

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

RESOLUTION

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

NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Drew Collaborative Works LLC dba DCW Cost Management	8/11/21 through 7/27/25 Option to renew for up to four additional one-year terms through 6/27/29	Related Services RS 90456	On-call estimating services for the 2020 Bond Program. Request for Proposals 2020-2860	Not to exceed \$3,000,000	C. Hertz Funding Source Varies
Catalyst Pathways	9/1/21 through 8/31/22 Option to renew for up to four additional one-year terms through 8/31/26	Personal Services PS 90472	Design and implement supplemental instructional programs for Title I eligible students enrolled in private schools. Request for Proposals 2016-1922	Original Term: \$162,897 Total through all renewals: \$814,395	S. Bird Fund 205 Dept. Varies Grant G2050
Nearpod, Inc.	8/11/21 through 7/31/23	Digital Resources DR 90468	Nearpod Digital Toolkit – 48,345 student licenses. Special Class Procurement – Copyrighted Materials and Creative Works PPS-47-0288(4)	\$423,500	S. Bird Fund 458 Dept. 5445 Project DC160
2KG Contractors, Inc.	8/11/21 through 6/30/22	Construction C90507	Upgrades to Terwilliger for Access Academy. Invitation to Bid-Construction 2021-2912	\$2,803,365	C. Hertz Fund 458 Dept. 5511 Project DS014
Stand for Children Leadership Center	8/11/21 through 6/10/22	Personal Services PS 90516	Provides high quality training, coaching, technical assistance, data support, and resources to high schools to support 9 th Grade success. Direct Negotiation – Unique Expertise or Knowledge PPS-46-0525(3)	\$217,000	S. Bird Fund 205 Dept. 5438 Grant G2091
Benchmark Education Company	8/11/21 through 8/22/25	Digital Resource DR 90525	Dual Immersion K-5 Adoption. Special Class Procurement – Copyrighted Materials and Creative Works PPS-47-0288(4)	\$1,245,590	S. Bird Funding Source Varies

NEW COOPERATIVE PURCHASING AGREEMENTS

No New Cooperative Purchasing Agreements

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Portland Community College	7/1/21 through 6/30/22	Intergovernmental Agreement IGA 90464	Jefferson Middle College Program: Provides students access to courses at PCC Cascade Campus.	\$560,000	S. Bird Fund 205 Dept. 5438 Grant G2092
Tri-Met	9/1/21 through 6/30/22	Intergovernmental Agreement IGA 90547	TriMet Youth Pass Program.	\$1,933,333	C. Hertz Fund 101 Dept. 5560

AMENDMENTS TO EXISTING CONTRACTS

No New Amendments



PORTLAND PUBLIC SCHOOLS
OFFICE OF TEACHING AND LEARNING

501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-5394

Date: Aug 10, 2021
To: School Board
From: Dr. Shawn Bird, Deputy Superintendent
Dr. Tania McKey, Senior Director of Humanities
Michael Bacon, Director of Dual Language, Humanities
Subject: K-5 Spanish Dual Language Immersion Biliteracy Instructional Resources :
Adoption: Benchmark Adelante and Advanced

BACKGROUND

In our ongoing effort to provide high-quality, aligned instructional resources in our partner languages, the Department of Dual Language collaborated with professional educators and PAT to research possible biliteracy instructional resources starting in January 2021. To ensure students and educators in Dual Language classrooms have instructional resources in their hands at the start of the 2021/2022 school year, the Humanities department expedited the review process to adopt a set of K-5 Spanish Immersion biliteracy instructional resources. This process included convening a diverse group of 29 PPS K-5 Spanish DLI educators, instructional coaches and school administrators representing all ten Spanish DLI programs.

Based on feedback and input from the committee, **Benchmark Adelante/Advanced K-5 biliteracy instructional resources** are recommended for purchase. With these resources K-5 Spanish DLI teachers can better provide effective and responsive biliterate instruction for all students to meet the three pillars of DLI: 1) Academic Achievement, 2) Biliteracy & Bilingualism, and 3) Cross Cultural Competence, and most importantly close the opportunity gap for Emergent Bilinguals. These instructional resources are aligned to the Common Core State Standards in both English and Spanish, along with Social Sciences and the Next Generation Science Standards. As such they facilitate K-5 Spanish DLI teachers to teach to the current prioritized standards, concepts and skills identified in our PPS Guaranteed and Viable Curriculum over the course of the academic year in a bilingual and biliterate way.

RELATED POLICIES/BEST PRACTICES

Closing the opportunity gap for our Emergent Bilinguals is the primary driver for implementing Dual Language Immersion (DLI) programs in PPS. Knowing that the development of an Emergent Bilinguals' L1 (first language) is the best predictor of academic success, it is absolutely critical that the quality of the curriculum and instruction for literacy be as relevant and rigorous as possible in a 90:10 DLI program. To this end, providing students and teachers with

high-quality, aligned partner language instructional resources is essential to closing the gap. Beyond the fact that PPS Spanish DLI programs prioritize the needs of our historically underserved Spanish speaking, Emergent Bilinguals, the review process included an explicit set of criteria for social justice, equity and cultural relevance. In particular the review team looked for authentic literature, representation of the diversity in the US as well as Spanish speaking countries from which many of our students' families come from, and how the resources also represent and value the various Spanish dialects.

ANALYSIS OF SITUATION

This past school year, DLI school leaders and Humanities DLI staff identified these major system shifts that continue to impact the ability of K-5 Spanish DLI teachers to meet the bilingual and biliterate needs of K-5 Spanish DLI students: 1) recent major revisions and alignment of instructional resources in the K-5 Language Arts GVC, 2) the integration of Language Arts and Social Studies, 3) designated foundational skills time with alignment to the science of reading, 4) new adoptions in other content areas (i.e. math), and 5) adoption of instructional resources, not "the curriculum". (*Further analysis of the system shifts in PPS impacting K-5 Spanish DLI can be found in the linked attachment below*). In essence, K-5 Spanish DLI teachers do not currently have adequate and appropriate instructional resources to align to these important systemic shifts and meet the intended goals of DLI and the district. With the return to in-person instruction, bond funding, and advancements in the field of Spanish DLI specific biliteracy instructional resources, the Humanities Department recognized and acted on the opportunity to provide much needed and better aligned biliteracy instructional resources for K-5 Spanish DLI teachers and students.

Given the immediate need this fall of teachers and students to have comprehensive and well designed bilingual and biliterate instructional resources and the challenge of implementing a pilot during CDL and Hybrid this past spring, a spring 2021 piloting of these instructional resources was deemed impractical. Unlike most comprehensive programs, these instructional resources are designed to be flexible and even customized in collaboration with the vendor, making it an ideal program to acquire now as we continue to develop and refine a DLI inclusive GVC.

The following served as major guidelines for this review process:

- Current resources will remain as part of educator toolkits to provide professional latitude to meet the unique needs of their students
- New Instructional Resources incorporate the following:
 - Integration LA & SS (alignment to PPS GVC shifts)
 - Intentional and Explicit Bridging between the two languages (Transferrables)
 - Alignment to the science of reading with a critical biliteracy lens
 - Design is specifically for Spanish DLI and teaching biliteracy, not a "parallel" or mere translation of English
- Will not directly align to the English GVC resources, but will facilitate following the same

- prioritized standards and concepts & skills in the GVC per grade level
- Will be adaptable to add units in collaboration with publisher to meet specific PPS needs and alignment to the GVC (i.e. ODE required Tribal History unit)

These instructional resources support K-5 Spanish DLI teachers in the following ways:

- Provide a structured and strong scope and sequence and instructional resources for biliterate foundational skills, language, grammar, Reading, Writing, and Social Studies across K-5 in a 90:10 model
- Supports K-5 students in DLI with interruptions and gaps in learning language and content, especially coming out of the pandemic and remote learning environment.
- Provides differentiated materials that guide and assess progress based on the PPS prioritized standards
- Provides year long biliterate resources tested, completed, and ready for implementation in both digital and analog format
- Allows teachers to focus on the craft of teaching for biliteracy rather than creating and translating instructional resources.

FISCAL IMPACT

\$566,803.90- General Funds (Professional Development/Consumable Supplies for 4 years)-
Non Compensable
\$678,785.64- 2020 School Bond (Textbooks/Digital Subscriptions)

COMMUNITY ENGAGEMENT (IF APPLICABLE)

Given the urgent need to identify and purchase these instructional resources in a short timeline, community engagement in the selection process was not feasible.

Communication and engagement will occur as we implement the new resources, which includes information shared and gathered through:

- Quarterly memos on adoption activities, shared with schools to be distributed to families (translated).
- Back to school night slides (translated)
- Virtual curriculum engagement evenings where families, students, educators and community members will learn more about the Curriculum and have a chance to ask questions (translated).
- Digital resources that allow families to explore the curriculum, ask questions and provide feedback (translated).

TIMELINE FOR IMPLEMENTATION / EVALUATION

August 10th - 13th: Final board approval and contract signing

August 13th: Full digital access to both Spanish and English materials (all student and teacher materials) provided to all K-5 Spanish DLI teachers, bilingual instructional specialists, and school admin.

August 16th-18th: Professional Development designed specifically for PPS K-5 SDLI teachers for Benchmark Adelante & Advanced Program Orientation and Training in both asynchronous and synchronous formats. (Additional release days during Quarter 1 will support K-5 SDLI teachers not attending this initial offering.)

Week of August 30th - September 3rd - Student print materials will be delivered directly to schools and full rostering of students will be completed through Classlink.

Ongoing PD and PLCs: Benchmark and PPS are collaborating to provide relevant PD to support K-5 SDLI teachers implementing Adelante and Advanced on an ongoing basis throughout the school year in conjunction with school based PLCs. Spanish DLI schools will dedicate two of their monthly PLCs to Biliteracy for SDLI teachers specifically and then grade level PLCs for math. PD by Benchmark will be ongoing for 4 years.

Evaluation: The Humanities Department will work closely with the Office of Systems Planning and Performance to develop and implement an evaluation process of the implementation and PD for Benchmark Adelante and Advanced based on student academic performance in both Spanish and English and teacher feedback over the course of each year. The annual evaluation results will be utilized to adjust professional development and adapt instructional resources.

BOARD OPTIONS WITH ANALYSIS

Option A: Approve the purchase of Benchmark Adelante and Advanced instructional resources for all K-5 Spanish DLI programs in PPS to serve as core instructional resources for teaching students to become proficient readers and writers in both Spanish and English and closing the opportunity gap for Emergent Bilinguals.

Analysis for Option A: With 5 of the 7 CSI schools in PPS being schools with Spanish DLI, providing a comprehensive and well designed set of biliteracy instructional resources facilitates instructional focus and professional collaboration to improve linguistic and academic outcomes for K-5 Spanish DLI students and in particular our historically underserved Emergent Bilinguals.

New instructional resources alone will not change outcomes. The aligning and ongoing PD, PLC work and DLI school instructional leadership development will serve as the underpinning of this endeavor. These instructional resources, however, are critical to allow teachers to focus on the craft of teaching and meeting the needs of students rather than spending hours creating, finding and translating instructional resources.

Option B: Not approve the purchase of Benchmark Adelante and Advanced instructional resources for all K-5 Spanish DLI programs in PPS to serve as core instructional resources for teaching teaching students to become proficient readers and writers in both Spanish and English and closing the opportunity gap for Emergent Bilinguals.

Analysis for Option B: PPS does have some core biliteracy instructional resources for K-5 Spanish DLI adopted in the previous literacy adoption process. They include four components for foundational skills (Spanish Haggerty, Estrellita, Canción y Cuentos, and Palabras a su paso) and the Lucy Calkins' *Units of Study* with accompanying classroom libraries and school bookrooms. The four components of the foundational skills were not originally designed to work

together and continue to require additional work to align and support effective Spanish foundational skills instruction. However, these instructional resources do not support intentional and explicit bridging between the Spanish and English as the Benchmark resources do and therefore are not in alignment with best practices. The current instructional resources also do not facilitate the integration of Language Arts and Social Studies in Spanish so Humanities would need to invest significant time identifying, developing, translating and/or purchasing those resources for Spanish. This work will require significant time and effort that current staff would need the next year or two to complete.

CONNECTION TO BOARD GOALS

The approval of these core biliteracy instructional resources directly supports the PPS School Board Goal as follows for 3rd Grade Reading with MAP assessments happening in both Spanish and English and as stated above the best educational program to close the gap for Emergent Bilinguals being Dual Language Immersion (Thomas and Collier 2012)

To close achievement gaps, we must accelerate growth for our underserved students of color, moving from 44% of our underserved students of color meeting growth to 60% meeting or exceeding growth expectations (as measured by Measures of Academic Progress) by the spring of 2022.^{1, 2}

Furthermore, the approval of these core biliteracy instructional resources supports the PPS School Board Goal as follows for Career and College Readiness by providing the foundational language and literacy skills needed for achieving on the AP Spanish Language and Literacy exams as well as earning the Oregon Seal of Biliteracy:

By the spring of 2022, Portland Public Schools graduates, who are underserved students of color, will move from 50.3% (current 2018-2019 baseline) to 56% successfully completing one or more of the post-secondary indicators.⁴

STAFF RECOMMENDATION

The Office of Teaching and Learning supports the recommendation of the K-5 Spanish DLI instructional review committee to approve the purchasing of Benchmark Adelante and Advanced instructional resources for all K-5 Spanish Dual Language Immersion programs in PPS.

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

_____ *(Initials)*

ATTACHMENTS

- A. [Adoption Instructional Resource Decision Document](#)

Adoption:	K-5 Spanish Bilingual Instructional Resources (Foundational and Integrated LA/SS/Sci)
Adoption Lead:	Michael Bacon
Date:	7/7/2021
Proposed Decision:	Purchase Benchmark Adelante/Advanced K-5 Bilingual Instructional Resources for all K-5 Spanish DLI classrooms

Why?	Why was the decision made?
	<p>Based on feedback and input from our committee of K-5 Spanish DLI teachers, instructional coaches and school admin, Benchmark Adelante/Advanced K-5 bilingual instructional resources are recommended for purchase so K-5 Spanish DLI teachers can better provide effective and responsive biliterate instruction for all students to meet the 3 pillars of DLI (1. Academic Achievement, 2. Bilingual/Bilingualism, and 3. Cross Cultural Competence) and most importantly close the opportunity gap for Emergent Bilinguals. These instructional resources are well aligned to CCSS in both English and Spanish along with Social Studies and NGSS standards for Science. As such they facilitate K-5 Spanish DLI teachers to teach to the current prioritized standards, concepts and skills identified in our PPS GVC over the course of the academic year in a bilingual and biliterate way.</p> <p>Current instructional resources are not adequate to align to the newly developed GVC for Integrated LA/SS and Foundational Skills for English and the Humanities department will need at least two years working with DLI teachers to develop DLI specific GVC Units and identify/develop/adapt instructional resources that are linguistically and culturally appropriate to align with those units. With many new teachers in K-5 SDLI working to close the opportunity gap for our EBs, our teachers and more importantly our students cannot wait for this work to happen. They need a set of instructional resources that are comprehensive and well designed to teach for bilingualism and biliteracy in alignment with the prioritized standards. Benchmark Adelante/Advanced are the instructional resources to meet this need.</p> <p>DLI principals and Humanities DLI staff identified major system shifts that impacted and continue to impact the ability of K-5 Spanish DLI teachers to meet the bilingual and biliterate needs of K-5 Spanish DLI students:</p> <ol style="list-style-type: none"> 1) GVC: Unlike most other content areas such as math and science, Language Arts and Literacy foundational skills, as well as arguably social studies, necessitates a biliterate curriculum and aligning instructional resources that attend to the unique linguistic and



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cultural aspects of both languages as well as the transferable elements in a DLI program to ensure a high level of bilingualism and biliteracy. A mere translation of the English Language Arts curriculum results in curriculum and instruction that is not equitable in meeting the diverse linguistic and cultural needs of our students, families and community. The Humanities Department recognized this need and subsequently development of DLI Units designed specifically for biliteracy was slated to begin June 2020, but with the pandemic much of the work was halted as OTL staff shifted completely to producing lessons and activities ready for Comprehensive Distance Learning. Subsequently this state of the GVC leaves much “uncertainty” for DLI students and teachers as we face the new school year. Current instructional resources are not adequate to align to the newly developed GVC for Integrated LA/SS and Foundational Skills for English and the Humanities department will need at least two years working with DLI teachers to develop DLI specific GVC Units and identifying/developing instructional resources that are linguistically and culturally appropriate to align with those units. With many new teachers in K-5 SDLI, our teachers and more importantly our students cannot wait for this work to happen. They need a set of instructional resources that are comprehensive and well designed to teach for bilingualism and biliteracy in alignment with the prioritized standards. Benchmark Adelante/Advanced are the instructional resources to meet this need.

- 2) Integrated LA & SS: Recent research clearly supports the powerful approach of integration of Language Arts with social studies and other content areas. Furthermore the 5 major principles that guide the development of two languages in a DLI program includes this integration because research also indicates that it is easiest to learn language and about language through another content area (Hamayan, Genesee & Cloud 2013). However, this shift occurred at the beginning of the 20-21 school year and GVC units are still currently being developed in English with aligning instructional resources to be identified. Ultimately K-5 DLI teachers will shift to these integrated units fully once they are developed and authentic and appropriate instructional resources are identified or developed for the partner language, but teachers need resources for integrated instruction for at least the next two years while these units are completed and resourced for the partner languages.
- 3) Designated Foundational Skills Time aligned with Science of Reading: As the Humanities moved to bring literacy instruction into better alignment with the Science of Reading, both PD (LETRS) and instructional resources (Foundations) supported the shift to a designated daily time to explicitly teach foundational skills in a systematic and sequential approach to ensure all students learn to read. PPS did adopt 4 separate instructional resources to teach Spanish foundational skills a number of years ago, but these resources were never designed to go together and one component was not even adopted completely leaving a gap in resources. As the LETRS trainer concludes in the online training module, it is much better to go with one complete foundational skills program instead of piecemealing a number together. Furthermore for biliteracy,



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foundational skills instructional resources provides a critical opportunity to meta-linguistically process with students regarding transferable and non-transferable elements between the two languages. Current foundational skills instructional resources were not designed for this intentional bridging of the two languages.

- 4) **New Adoptions in Other Content Areas:** With the bond measure to support instructional resources for almost all content areas, there is a simultaneous influx of instructional resources being adopted for various content areas. In particular for K-5 math is by far the most significant and will require much time and attention for teachers to learn how to use effectively. With the uncertainty in the GVC for DLI coupled with a lack of aligned instructional resources, identifying and purchasing a well designed and comprehensive set of instructional resources specifically designed for Spanish DLI will support teachers in a more sustainable and equitable way so they can focus on honing their craft of teaching.
- 5) **Adoptions of instructional resources, not “the curriculum”:** Shifting from instructional resources driving our curricular decisions to the GVC prioritized standards, concepts and skills is critical for equitable outcomes. However, in a majority language context of English, there is not equitable access to instructional resources in the partner languages and thus finding and/or developing such tools is essential to be able to teach to the GVC. Allowing teachers the professional latitude to select the instructional resources they use to meet their particular learners needs in meeting the GVC targeted outcomes can be important, but is a luxury of English, not of the partner languages. In particular when PPS predicates the success of Emergent Bilinguals on the development of initial literacy in Spanish 90:10 programs, the best educational program model for closing the opportunity gap (Thomas and Collier 2012), providing teachers high quality well designed instructional resources is absolute.

RESJ Lens

Closing the opportunity gap for our Emergent Bilinguals is the primary driver for implementing Dual Language Immersion (DLI) programs in PPS. Knowing that the development of an Emergent Bilinguals' L1 is the best predictor of academic success, it is absolutely critical that in a 90:10 DLI program the quality of the curriculum and instruction for initial literacy be as relevant and rigorous as possible. To this end providing students and teachers high quality, well aligned and designed partner language instructional resources is essential to closing the gap.



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After receiving significant concerns from DLI principals and teachers this past year regarding the uncertainty of the GVC for DLI and lack of aligning instructional resources, the Humanities department began researching possible biliteracy instructional resources in January 2021. Given the immediate need this fall of teachers and students to have comprehensive and well designed bilingual and biliterate instructional resources and the challenge of implementing a pilot during CDL and Hybrid this spring, a piloting of these instructional resources was deemed impractical. In essence the next 2 years or so will serve as a “pilot” and the Benchmark materials, unlike most comprehensive programs, are designed to have flexibility and even customization in collaboration with the vendor, making it an ideal program to acquire now as we develop and refine a DLI specific GVC. In consulting with other districts (i.e. Tigard-Tualatin San Francisco) and national consultants (i.e. ATDLE Executive Director Rosa Molina), these important aspects of the Benchmark Adelante/Advanced program have been independently verified.

To address the major system shifts, the Humanities department designed and implemented an expedited review process this past winter and spring to acquire an additional set of instructional resources that incorporates the following:

- Current resources will remain as part of teachers toolkits
- New Instructional Resources will include the following:
 - Integrated LA & SS
 - Intentional and Explicit Bridging between the two languages (Transferrables)
 - Alignment to the science of reading
 - Designed specifically for Spanish DLI
- Will not directly align specifically to the English GVC resources, but will facilitate following the prioritized standards and concepts & skills in the GVC per grade level
- Will be adaptable to add units in collaboration with publisher to meet specific PPS needs and alignment to the GVC (i.e. Tribal History unit)

...and supports K-5 Spanish DLI teachers in the following ways as we move forward in developing our biliterate Integrated LA & SS units over the next several years:

- Provides a structured and strong scope and sequence and instructional resources for biliterate foundational skills, language, grammar, Reading, Writing, and Social Studies across K-5 in a 90:10 model
- Supports K-5 students in DLI with interruptions and gaps in learning language and content
- Provides differentiated materials that guide and assess progress based on our standards
- Provides year long biliterate resources tested, completed, and ready for implementation



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in digital and analog format

- Allows teachers to focus on the craft of teaching for biliteracy

Step One: Research and Initial Review

Humanities Senior Director, Dual Language Director and K-5 Spanish DLI TOSAs conducted a review of various state and district K-5 Spanish literacy instructional resource adoption processes to identify criteria and potential resources that would meet the identified priorities and needs of our K-5 Spanish DLI students and teachers. Staff also contacted various districts and DLI experts, including ones in nearby districts in Oregon, to inquire about first hand experience in implementing the top identified instructional resources. Senior Director and Director also met with publishers for an informal discussion about their products and also were provided access to review online. Through this initial process, two instructional resources clearly rose to the top: Benchmark Adelante/ Advance and McGraw-Hill Maravillas/Wonders.

Step Two: Principal Input and Rational Development

The DL Director met several times with DLI principals and assistant principals to garner input on the need and potential options for addressing the shifts impacting DLI. These school leaders almost unanimously supported the effort to identify and purchase instructional resources that better support their students and teachers.

Step Three: Recruitment of K-5 Spanish DLI AIR (Advisors on Instructional Resources)

The DL Director requested each SDLI school recruit 1 K-2 SDLI, 1 3-5 SDLI, and 1 school admin to represent their program in this review and recommendation process. Additionally, bilingual instructional specialists/coaches were added given the wealth of experience and expertise they offer. A total of 16 classroom teachers, 4 bilingual instructional specialists/coaches, 2 ESL teachers, 7 school admin, 1 MTSS Bilingual TOSA, 2 DLI TOSA, and the DL Director participated in the review and recommendation process. All schools were represented and a total of 19 AIR members completed the entire process providing scores and feedback for the final recommendation. DLI TOSA and DL Director facilitated the process and did not score or provide feedback for the recommendation.

Step Four: Grounding: Why, Resource Criteria Input and Recommendation Process

The powerpoint linked below provides the details for Steps Four - Seven. The first session involved grounding all AIR members on the rationale for identifying and purchasing additional instructional resources. The DLI team provided a draft set of review criteria to help expedite the process and solicited feedback from the AIR members. That feedback was then used to revise the scoring rubric used for the review of the two sets of instructional resources.

Step Five: Vendor Presentations

Both vendors (Benchmark and McGraw-Hill) made two separate presentations: one for K-2 and



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one for 3-5 for an hour each. AIR member questions were recorded and then the vendor was given an opportunity to answer most questions at the end of their presentation. Vendors were also provided the questions in writing and asked to provide more detailed responses in writing for the AIR members. These responses were shared with AIR members for them to review as part of the final their scoring and feedback survey completion.

Step Six: Asynchronous Digital and Analog Review

All AIR members were provided digital access to all vendor materials over the course of a three days to review using the agreed upon scoring rubric. In addition to the digital access, both vendors provided analog materials for optional review by AIR members. These materials were made available at the BESC with a total of ten AIR members opting to review the analog materials as well. Most AIR members indicated that the online resources provided a more robust review.

Step Seven: Recommendations Based on Evidence Aligned with Criteria

On the final day, AIR members were given opportunities to attend a synchronous input session to share responses with fellow AIR members for approximately 30 minutes (notes linked below). Then each person was provided an 1.5 hours to complete two surveys, one for each set of instructional resources. Results are linked below.

Using a common scoring rubric based on these prioritized criteria:

Prioritized Criteria Evidence:

- Aligns to the 5 Principles that Guide the Development of Two Languages in DLI
- Integrated Reading, Writing, and Social Studies resources in both Spanish and English
- Intentional Biliteracy Resources Components
 - Language Development and Biliteracy Approach and Supports
 - Alignment across themes and resources in both languages for bridging
 - Alternative texts to support bridging
- Addresses Science of Reading Research (Aligned with SOR - as appropriate for biliteracy)
- Social Justice, Equity, and Cultural Relevance
- SEL-Social Emotional Learning
- Differentiation and Intervention
- Teacher and Student usability
- Bilingual Home Communications

Step Eight: Recommendation Decision

17 of the 19 submitting AIR members strongly recommended purchasing the K-5 Benchmark Adelante/Advanced materials with the program earning high marks in almost every criteria area. (Full results are linked below) Contrasted with McGraw-Hill's Maravillas/Wonders, Benchmark clearly meets and in some cases exceeds our criteria and addresses the significant



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needs of our K-5 Spanish DLI students and teachers.

Highlights of Benchmark Adelante/ Advanced:

- Designed and developed specifically for DLI, not a “parallel” program designed after the English version
- Integrated LA/SS and LA/Sci Units following CCSS and NGSS
- Intentional and explicit bridging between the two languages
- Aligns to the science of reading with a biliterate lens
- Explicit attention to oral language development
- Authentic literature and representation of the diversity in the Spanish speaking world
- Flexibility to incorporate PPS developed Integrated LA/SS units
- Differentiation and interventions complete for biliteracy
- Fully aligned and developed formative assessments to progress monitor and diagnose for biliteracy development

RESJ Lens

Beyond the fact that PPS Spanish DLI programs prioritize the needs of our historically underserved Spanish speaking, Emergent Bilinguals, the review process included an explicit set of criteria for social justice, equity and cultural relevance. In particular the review team looked for authentic literature, representation of the diversity in the US as well as Spanish speaking countries from which many of our students’ families come from, and how the resources also represent and value the various Spanish dialects.

Who was involved in making the decision?

Representative teachers, instructional coaches and admin from all ten K-5 Spanish DLI programs were involved in reviewing and making the recommendation. A total of 19, mostly classroom teachers, completed the full review process and submitted their input on the recommendations. A balance of K-2 and 3-5 was targeted in recruitment.

Who?

SDLI School	Representatives (Role)
Ainsworth	Angela Bustamante-Jenkins (AP) Monica Barajas (K Teacher)
Atkinson	Jennifer Fontana (Principal) Omar Casillas (2nd Grade Teacher) Emilia Schwing (3rd Grade Teacher)
Beach	Lisa Hawking (Principal) Laurel Hazzard (2nd Grade Teacher/instructional coach) AnnMarie Fitzhenry Juarez (1st Grade Teacher) Stephanie Macdonald (4-5 Grade Teacher)



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Bridger	Melissa Schachner (Principal) Yesenia Colon (2nd Grade Teacher) Jody Acevedo (3rd Grade Teacher)
Cesar Chavez	Risa Munoz Nabielki (Principal) Alejandra Nava-Replogle (Instructional Coach) Nancy Flores-Shanchez (1st Grade) Will Banks (ESL)
James John	Cynthia Keiffer (AP) Megan O'Doherty (4th Grade Teacher) Kate Rodriguez (1st Grade Teacher)
Lent	Kedin Zapeta (4th Grade Teacher)
Rigler	Cinnamon Bancroft (AP) Stephanie McClain (1st Grade Teacher)
Scott	Rebecca Berry (Principal) Angela Bonilla (Instructional Coach/Former 5th grade teacher) Blanca Strode (4-5 Teacher) Lesly Garcia (2nd Grade Teacher)
Sitton	Katherine Kondylis (Instructional Specialist) Kristina Henderson (Instructional Specialist)
District	Sarah Clark (MTSS TOSA and former SDLI Teacher)

RESJ Lens

Recruitment of Spanish DLI teachers always includes a high representation of Latinx and this process was no exception.

Supporting Documentation:

[Initial Research Results](#)

[PPT for Principal Input](#)

[PPT for Review Process](#)

[Scoring Rubric Note Taking Document](#)

[Small Group Input from Vendor Presentations and Asynchronous Digital and Analog Review](#)

[McGraw-Hill Maravillas/Wonders Survey Results](#)

[Benchmark Adelante/Advanced Survey Results](#)

[Additional notes/communications, data and documents from review team](#)

Approval:



TOGETHER
WE WILL

Instructional Resource Decision

	Tania McKey
Dr Shawn Bird, Interim CAO	Dr. Tania McKey, Senior Director of Humanities



PORTLAND PUBLIC SCHOOLS OFFICE OF THE SUPERINTENDENT

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Mailing Address: P.O. Box 3107/97208-3107

Date: August 10, 2021

To: Board of Education

From: Courtney Westling, Director of Government Relations
Mary Kane, Senior Legal Counsel

Subject: TriMet Student Passes for '21-22 School Year

BACKGROUND

Since 2009, PPS has had an agreement with TriMet to provide student transit passes to the district's high school students in lieu of traditional yellow bus service.

Historically, PPS has carried a \$2.9M contract with TriMet, of which the district has been responsible for \$1,933,333. Due to the impacts of COVID-19 on the '20-21 school year, we adjusted last year's IGA to allow for some flexibility for the program since our students were virtual for the majority of last school year.

The 2021-22 academic year will be a return to 5-day-a-week in-person instruction, so this IGA reflects the return to in-person instruction.

ANALYSIS OF SITUATION

Without this agreement, PPS would have to fund the entire \$2.9 million to run the program or make the choice to eliminate it altogether or revert to yellow bus service, which would not only be more costly for the district, but would not offer the same level of flexibility as TriMet.

RELATED POLICIES/BEST PRACTICES

The direct benefits of providing this service to students are immediate and long-term. Primarily it provides a safe and reliable means of getting to and from school, especially for those with financial and transportation challenges. Research also shows that as recently as 2014, approximately 80% of PPS students use these passes on a weekly basis not just to get to and from school, but also for work and extra-curricular activities.

FISCAL IMPACT

The total cost of the TriMet Youth Pass program is \$2.9 million annually, with PPS historically paying \$1,933,333 and TriMet "in-kind" the additional \$966,666. PPS has a waiver with the Oregon Department of Education that allows the district to purchase transit passes rather than

yellow bus services at a 70% district reimbursement. For the '19-20 school year, for example, the reimbursement to PPS was approximately \$1,353,333.

For the 2020-21 school year, PPS was responsible for \$966,666, a 50% discount from the usual payment to reflect the uncertainty of in-person school due to the pandemic. The state reimbursement was estimated to be \$676,666.

COMMUNITY ENGAGEMENT

Because this is an annual renewal, there was no student outreach.

TIMELINE FOR IMPLEMENTATION / EVALUATION

The transit passes are valid from September 1, 2021 through June 30, 2022.

STAFF RECOMMENDATION

Staff recommends board approval of this IGA.

ATTACHMENTS

- Intergovernmental Agreement

RESOLUTION No. 6357

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

RECITAL

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

RESOLUTION

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

NEW REVENUE CONTRACTS

No New Revenue Contracts

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

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
State of Oregon	7/28/21 through 9/30/23	Intergovernmental Agreement / Revenue IGA/R 90438	Seismic Rehabilitation grant for Creative Science School.	\$2,500,000	C. Hertz Fund 438 Dept. 5597 Grant J0355

AMENDMENTS TO EXISTING REVENUE CONTRACTS

No Amendments to Existing Revenue Contracts

RESOLUTION No. 6358

Resolution to Authorize an Employment Agreement

RESOLUTION

Pursuant to Board Policy 5.60.010-P the Board of Education authorizes the employment agreement for Dr. Cheryl Proctor, for Chief Academic Officer.

RESOLUTION No. 6359

Authorizing a Lease Amendment with KairosPDX at Humboldt Elementary School, located at 4915 N Gantenbein, Portland, Oregon, including Five Ten-Year Renewal Options and a Right of First Offer

RECITALS

- A. The District closed Humboldt Elementary in 2012, and it used the school for District furniture storage until 2016, when it leased a portion of the building to KairosPDX for one year. KairosPDX is a PPS K-5 Charter School focused on delivering excellent, equitable education to underserved children, their families, and their communities.
- B. In 2017, the District renewed Kairos's Charter through 2020 and provided KairosPDX an additional one-year lease.
- C. In 2018, KairosPDX requested an expansion of its premises for its growing program and a new lease through 2021, which the Board of Education approved.
- D. In March 2020, the District renewed the KairosPDX's Charter for ten years. In July 2020, KairosPDX requested an amendment to its existing lease to, among other terms, expand the leasehold interest, extend the lease term, substantially reduce the rent under the lease, and obtain a right of first offer.
- E. In March 2021, the Board amended Policy 8.70.040 Preservation, Maintenance and Disposition of Real Property to define the criteria under which the District would extend below-market terms to a lease of District property.

RESOLUTION

- 1. The Board finds that KairosPDX, a PPS charter school that serves underserved students as defined in Policy 8.70.040, confers significant benefit to the District and the communities it serves, including advancing the District's racial equity and social justice goals.
- 2. The Board hereby authorizes the amendment of the lease of Humboldt Elementary School to KairosPDX on substantially the same terms and conditions as set forth in Exhibit A and hereby authorizes the District to execute a lease amendment and other required documents in a form approved by District General Counsel so that KairosPDX can continue to operate its PPS Charter School at Humboldt Elementary School.

AMENDED AND RESTATED LEASE AGREEMENT

Date: August ___, 2021 (the "Effective Date")

Between: **SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON, operating as the Portland Public Schools** ("Landlord")

and: **KAIROSPDX, an Oregon nonprofit corporation** ("Tenant")

RECITALS

A. Tenant leases a significant portion of the Premises (as defined below) from Landlord pursuant to that certain Lease Agreement dated July 1, 2018, and as amended August 30, 2019 and November 4, 2020 (collectively the "Existing Lease").

B. Landlord and Tenant share a commitment to advancing the educational outcomes of children served by both Landlord and Tenant and desire to work together on advancing the academic, social, and emotional achievement and well-being of historically underserved students, particularly African-American students.

C. Landlord and Tenant desire to amend and restate the Existing Lease as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Existing Lease is hereby amended and restated pursuant to the terms and provisions of this Lease (the "Lease") in which Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, on the terms and conditions stated herein, the building located at 4915 N Gantenbein, Portland, Oregon, known as Humboldt School containing approximately 43,141 square feet, including four modular buildings (the "Buildings"), and the Building grounds, including the playground and parking lot, as shown and indicated on the attached Exhibit "A" (the "Premises").

Section 1. Occupancy

1.1 Term. The term of this Lease commenced effective July 1, 2021 (the "Commencement Date"), and shall continue through June 30, 2030, unless sooner terminated as hereinafter provided. On the Commencement Date, the Existing Lease shall be deemed terminated and of no further force and effect.

1.2 Renewal Option. If this Lease is not in default at the time the option is exercised or at the time the renewal term is to commence and Tenant's PPS charter for the operation of a charter school has been extended, Tenant shall have up to five (5) ten-year (10) options to extend the term of this Lease for a period of time that is co-terminous with the expiration of Tenant's PPS charter school term (a "Renewal Term").

(a) The Renewal Term shall commence on the day following expiration of the then-existing term.

(b) The option may be exercised by written notice to Landlord given not later than sixty (60) days after the renewal of Tenant's PPS charter to operate a charter school.

1.3 Condition of Premises. Tenant acknowledges that it has been in continuous possession of the Premises and that the Premises are leased "AS IS," without any obligation on Landlord to alter or improve the Building other than as expressly provided herein. Except as expressly set forth in this Lease, Tenant is leasing the Premises in its present condition as of the date of this Lease and that Landlord and Landlord's agents have made no representations and have extended no warranties regarding the Premises. Tenant is entering into this Lease based solely on Tenant's own independent inspection of the Premises and analysis of the zoning and other laws applicable to the Premises. Tenant releases Landlord for any claims arising from the condition of the Premises, whether known or unknown, currently existing or in the future, whether based on a claim in tort, contract, statute (including any Environmental Laws), or other theory of legal liability, except for those arising out of Landlord's gross negligence or willful misconduct.

1.4 Right of First Offer. If at any time during the term of the Lease, Landlord contemplates selling the land and improvements on which the Premises is located (the "Property"), Landlord shall notify Tenant of the availability of the Property and the terms, upon which Landlord is willing to sell the Property to Tenant (which terms shall be determined by Landlord in its sole judgment and shall be consistent with Landlord's then-current policy regarding the Preservation, Maintenance and Disposition of District Real Property, including, without limitation, such provisions related to circumstances in which below market terms may be considered). Tenant shall have thirty (30) days after receipt of Landlord's offer to notify Landlord as to whether Tenant would like to pursue the purchase of the Property. If Tenant timely accepts Landlord's offer, Landlord and Tenant shall have sixty (60) days to meet and negotiate in good faith the terms and provisions pursuant to which Landlord will sell the Property to Tenant. If during such sixty (60) day period, as may be mutually extended by agreement of Landlord and Tenant, Landlord and Tenant cannot agree on the terms for the sale of the Property to Tenant (or if Tenant fails to timely accept Landlord's offer), Landlord shall be free to sell the Property to a third party so long as the purchase price is not less than 95% of the purchase price in the last offer Landlord made to Tenant. If Landlord desires to sell the Property for less than 95% of the purchase price in the last offer Landlord made to Tenant, Landlord shall re-offer the sale of the Property to Tenant. Tenant's Right of First Offer is subject to a binding Charter Agreement between KairosPDX and PPS being in place at the time Landlord offers the Property for sale and at the closing of any purchase of the property by Tenant.

Section 2. Rent

2.1 Base Rent. Commencing on the Effective Date, Tenant shall pay to Landlord Base Rent in an amount equal to one dollar (\$1.00) per year.

2.2 Rent Payments. Base Rent shall be payable on July 1 at such place as may be designated by Landlord.

Section 3. Use of the Premises

3.1 Permitted Use.

(a) The Premises shall be used for school classrooms, related administrative office and related organizational activities that are both school-staffed and sponsored and for no other purpose.

(b) Tenant is solely responsible for securing all city, county, or other approvals and to maintain its charter under ORS chapter 338 that may be necessary to use and operate in the Premises for the use specified in this Section 3.1. If Tenant is unable to obtain the necessary approvals, Tenant or Landlord may elect to terminate this Lease upon 30 days' prior written notice to the other party.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(a) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use; but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use. In the event Landlord's approval is required for Tenant to comply with such laws and regulations, Landlord shall respond to any requests from Tenant associated therewith within ten (10) calendar days of such request.

(b) Tenant agrees that no person shall be subject to unlawful discrimination 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 in programs, activities, services, benefits, or employment in connection with this Contract. Tenant further agrees not to discriminate in its employment or personnel policies.

(c) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(d) Refrain from any use that would tend to create a nuisance or damage the reputation of the Premises.

(e) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(f) Refrain from attaching any sign, insignia, antenna, aerial, or other device to the exterior walls or roof of the Premises without the written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, Tenant shall be permitted to hang student artwork using non-permanent means and methods within the Premises without the written consent of Landlord.

3.3 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be used, handled, spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the use specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this lease, Tenant shall remove from the Premises all Hazardous Substances existing on or about the Premises as a result of Tenant's use of the Premises or that of its employees, agents, contractors, or invitees. The term "Hazardous Substance" shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions. The term "Environmental Law" shall mean any federal, state, or local statute, regulation, or ordinance, or any judicial or governmental order pertaining to the protection of health, safety, or the environment.

3.4 Asbestos. Landlord has delivered to Tenant a copy of the asbestos survey of the Premises which identifies the presence, location, and quantity of asbestos-containing material (ACM) and presumed asbestos-containing material (PACM) in the Premises. ACM is any material containing more than 1 percent asbestos. PACM is thermal insulation and surfacing material found in buildings constructed no later than 1980. Landlord hereby notifies Tenant of the presence, location, and quantity of ACM and PACM as disclosed by the asbestos survey. Tenant shall notify its employees and its agents or contractors whose employees can reasonably be expected to work in or adjacent to areas containing ACM or PACM of the presence, location, and quantity of ACM and PACM. Landlord has posted signs outside mechanical rooms that contain ACM or PACM. These signs identify the presence of the material, its locations, and the work practices necessary to ensure that it will not be disturbed. Landlord has also affixed labels or posted signs notifying Tenant of the presence of ACM or PACM in other areas of the Premises. Tenant shall cause its employees, agents, and contractors to conform to the work practices described in these signs. Tenant shall provide asbestos-awareness training as required by law to all employees who perform custodial asbestos-related work. Tenant shall make copies of Occupational Safety and Health Administration ACM rules and an asbestos material safety data sheet available to all employees who work in the Premises.

Section 4. Repairs and Maintenance

4.1 Landlord's Obligations. Landlord shall, at its sole cost and expense, remove and replace the existing roof ; have all drinking fixtures tested for lead to ensure levels fall below the State of Oregon lead level of 15 ppb (parts per billion) and effect repairs so that drinking water fixtures meet the Oregon Administrative Rule 333-061-0400 “Reducing Lead in School Drinking Water;” and install a new heating and air conditioning system. Landlord shall cause such work to be performed as soon as commercially practicable based on the priority list for such capital improvement work that Landlord maintains for performing such work on the buildings Landlord maintains throughout the Portland Public Schools district. Landlord shall also be responsible for the repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, floor slabs, and foundation, and shall cause such work to be performed as soon as commercially practicable based on the priority list for such capital improvement work that Landlord maintains for performing such work on the buildings Landlord maintains throughout the Portland Public Schools district. All Landlord work shall be performed in accordance with all required licenses and permits.

4.2 Tenant's Obligations. The following shall be the responsibility of Tenant, subject to the obligations of Landlord in Section 4.1: all non-capital repairs and maintenance, including but not limited to sidewalks; driveways; curbs; parking areas; alarm system, intrusion system, Building locks; any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, including repairs that would otherwise be the responsibility of Landlord under Section 4.1 any repairs or alterations required under Tenant’s obligation to comply with laws and regulations as set forth in Section 3.2(a); and all other repairs to the Premises which Landlord is not to make under Section 4.1. Notwithstanding any provision of this Section 4.1, Tenant shall maintain the Premises in good order and repair except to the extent that Landlord is expressly obligated to do so.

4.3 Reimbursement for Repairs Assumed. If Tenant fails or refuses to make repairs that are required by this Lease, Landlord may make the repairs and charge the actual costs of repairs to Tenant. Such expenditures by Landlord shall, upon expiration or termination of this Lease, be reimbursed by Tenant on demand together with interest at the rate of 12 percent per annum from the date of expenditure by Landlord.

4.4 Cleaning of the Premises. Landlord shall not provide janitorial or custodial services to the Premises. The Premises shall be maintained by Tenant in a reasonably clean, orderly, and sanitary condition. All food and beverages shall be disposed of in a clean and sanitary manner outside of the Building at the end of each day. Any costs incurred by Landlord to correct a condition caused by violation of this provision shall be reimbursed immediately upon demand to Landlord by Tenant.

4.5 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

4.6 Landlord's Performance of Repairs and Maintenance.

Landlord shall have no obligation to perform repairs and maintenance for which it is responsible under this Lease unless and until Tenant provides written notice to Landlord of the requested repair or maintenance. Landlord shall have a reasonable period of time (as determined by Landlord in its reasonable discretion based on available personnel, budget, and other maintenance and repair needs in Landlord's other properties) in which to perform the repair and maintenance consistent with its administration of maintenance and repairs across the District.

Section 5. Alterations

5.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the Premises of any kind or that alter in any respect any structural component of the Building, including but not limited to the installation of signage, without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit. Landlord shall have the right to post notices of nonresponsibility in connection with any work provided by Tenant on the Premises.

5.2 Landlord acknowledges that Tenant intends to raise capital and make improvements to the Building within five (5) years after Landlord has completed its work as defined in Section 4.1. Such capital shall be used to upgrade the classrooms, gym/multi-purpose space, restrooms, kitchen, library, administrative and office spaces, outdoor play areas, school garden, landscape areas and exterior entry to the Building ("Tenant Improvements"). Tenant Improvements shall be subject to Landlord's approval in its sole discretion.

5.3 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Improvements and alternations installed by Tenant shall, upon expiration or termination of this Lease at Landlord's option, be removed by Tenant and the Premises restored unless the applicable Landlord consent or work sheet specifically provides otherwise.

Section 6. Insurance

6.1 Property Insurance. Tenant shall keep its equipment and other personal property located at the Premises insured at Tenant's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. During the term of this Lease, Landlord shall procure and maintain in full force and effect with respect to the Building a policy or policies of property insurance subject to such coverage cap and self-insured retention as Landlord determines appropriate in its sole discretion.

6.2 Liability Insurance. Tenant shall procure and thereafter during the term of this Lease shall continue to carry at Tenant's cost the following insurance issued by a responsible company: commercial general liability insurance (occurrence version) with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payments with a general aggregate limit of not less than \$2,000,000 and a per

occurrence limit of not less than \$1,000,000. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the Premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of the Landlord on account of the obligations assumed by Tenant under Section 10.2. Such insurance shall name Landlord as an additional insured by endorsement. Certificates evidencing such insurance and bearing additional insured endorsements, as well as endorsements requiring 10 days' written notice to Landlord prior to any change or cancellation, shall be furnished to Landlord within three business days of execution of this Lease.

6.3 Workers' Compensation. Tenant shall procure and thereafter during the term of this Lease shall continue to carry at Tenant's cost Oregon Workers' Compensation insurance for Tenant's employees. Tenant shall provide proof of such insurance upon request of Landlord.

6.4 Waiver of Subrogation. Landlord and Tenant waive any claim against the other for damage to personal property, the Building, Building grounds, or the Premises, to the amount and extent that such damages are covered (and only to the extent of such coverage, including taking into account any deductibles and self-insured retention) by property insurance carried by Landlord or Tenant respectively. Each party reserves the right to recover against the other party for any claim to the extent of deductibles or other self-insurance a party may be required to pay under its insurance policy. This provision is intended to waive fully, and for the benefit of each party, any rights and/or claims that might give rise to a right of subrogation in favor of an insurer.

Section 7. Taxes; Utilities; Security

7.1 Property Taxes. Tenant shall pay as due all taxes on its personal property located on the Premises. The Premises are exempt from real property taxes under Oregon statutes making property leased by nonprofit entities and used for nonprofit purposes exempt. Tenant shall be solely responsible for filing any appropriate requests for exemption with the Multnomah County Tax Assessor that may be necessary to keep the Premises exempt. Rent under this Lease has been set at an amount based on the assumption that the Premises will remain exempt from real property taxation. In the event real property taxes or special assessments are levied against the Premises due to Tenant's occupancy or use of the Premises, Tenant shall reimburse Landlord for such taxes and assessments within 30 days from receipt of a statement detailing such taxes. As used herein, real property taxes includes any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Landlord or Tenant.

7.2 Payment of Utilities Charges. Tenant shall pay for all utilities for the Premises.

7.3 Security Measures. Tenant hereby acknowledges that Landlord shall have no obligation to provide a guard service or other security measures whatsoever. Tenant assumes all responsibility for the protection of the Premises, Tenant, its agents, students,

and invitees and the personal property owned by or under the custody of Tenant from the acts of third parties.

Section 8. Damage and Destruction

8.1 Partial Damage. If the Premises are partly damaged by fire or other insured casualty and Section 8.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense but only to the extent insurance proceeds are available for such repair. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord.

8.2 Destruction. If the Premises are destroyed or damaged by fire or other insured casualty such that the cost of repair exceeds 25 percent of the value of the Premises before the damage, either party may elect to terminate this Lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

8.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the Premises are untenable.

8.4 Damage Late in Term. If damage or destruction to which Section 8.1 would apply occurs within nine (9) months before the end of the then-current Lease term, Tenant may elect to terminate this Lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 8.1.

Section 9. Eminent Domain

9.1 Partial Taking. If a portion of the Premises is condemned and Section 9.2 does not apply, this Lease shall continue on the following terms:

(a) Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

(b) Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

(c) After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Landlord to restore the balance of the Premises in anticipation of taking, the rent shall be reduced in proportion to the reduction

in value of the Premises as an economic unit on account of the partial taking as determined by Landlord.

9.2 Total Taking. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use that Tenant was then making of the Premises, this Lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination by Landlord under Section 8.1. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

9.3 Sale in Lieu of Condemnation. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 10 as a taking by condemnation.

Section 10. Liens and Indemnity

10.1 Liens. Except with respect to activities for which Landlord is responsible or work Landlord performed, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien within thirty (30) days of notice, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12 percent per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default. If a lien is filed as a result of nonpayment, Tenant shall, within thirty (30) days of notice of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

10.2 Indemnification. Tenant shall indemnify, defend, and hold Landlord, its board members, officers, employees, and agents (collectively, "Landlord Parties") harmless from any claim, loss, damages, costs, expenses, or liability arising out of (a) damage to any person or property occurring in, on, or about the Premises, (b) use by Tenant or its agents, invitees, students, or contractors of the Premises, and/or (c) Tenant's breach or violation of any term of this Lease. Such claims include, but are not limited to, claims made by Tenant's students or employees or Landlord employees and claims made pursuant to ORS Chapter 656. Tenant releases Landlord Parties from any and all liability to Tenant for any claims, loss, damages, costs, or expenses arising out of the condition of the Premises or this Lease, except for claims arising from willful misconduct or gross negligence of Landlord. Subject to the limitations imposed in favor of Landlord by the Oregon Constitution and the Oregon Tort Claims Act, Landlord shall indemnify, defend, and hold Tenant, its directors, employees, and agents (collectively, "Tenant Parties") harmless from any claim, loss, damages, costs, expenses, or liability arising out of (y) damage to any person or property occurring in, on, or about the portion of the Building caused by Landlord's use of the such portion of the Building or the negligent acts or omissions of Landlord Parties and/or (z) Landlord's breach or violation of any term of this

Lease; provided, however, in no event shall Landlord be required to defend or indemnify the Tenant Parties for claims arising from the negligence or willful misconduct of a Tenant Party.

Section 11. Quiet Enjoyment

Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during this Lease term.

Section 12. Assignment and Subletting

This Lease shall not be assigned, no part of the Premises may be mortgaged or subleased, nor may a right of use of any portion of the Premises be conferred on any third person by any other means, without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance.

Section 13. Default

The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to pay any rent or other charge due under this Lease within ten (10) days after written notice that such amount is past due.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of this Lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default.

Section 14. Remedies on Default

14.1 Termination. If Tenant defaults under this Lease and fails to cure the default within the applicable notice and cure period, this Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not this Lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Premises, and remove any persons

or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

14.2 Reletting. Following reentry or abandonment, Landlord may relet the Premises and in connection therewith may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Landlord shall not be required to relet for any use or purpose other than that specified in this Lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

14.3 Damages. In the event of termination or retaking of possession following default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of this Lease term, the following amounts as damages:

(a) The loss of rent from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying rent.

(b) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, costs incurred under Section 14.5, or any other expense occasioned by Tenant's default including but not limited to, any remodeling or repair costs, broker commissions, and advertising costs.

(c) Any excess of the value of the rent and all of Tenant's other obligations under this Lease over the reasonably expected return from the Premises for the period commencing on the earlier of the date of trial or the date the Premises are relet, and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the sum of the discount rate of the Federal Reserve Bank of San Francisco in effect on the date Tenant's right of possession is terminated plus one percent.

14.4 Right to Sue More than Once. Landlord may sue periodically to recover damages during the period corresponding to the remainder of this Lease term, and no action for damages shall bar a later action for damages subsequently accruing.

14.5 Landlord's Right to Cure Defaults. If Tenant fails to perform any obligation under this Lease, Landlord shall have the option to do so after 30 days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of 12 percent per annum from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

14.6 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this Lease shall, if not paid within ten (10) days after written notice that

such amount is past due, bear interest at the rate of 12 percent per annum from the due date until paid.

14.7 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

Section 15. Surrender at Expiration

15.1 Condition of Premises. Upon expiration of this Lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in broom clean condition and otherwise in the same condition as at the commencement of the term of this Lease. Alterations constructed by Tenant with permission from Landlord shall be removed and restored to the original condition, unless the terms of permission for the alteration provide otherwise. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 8 relating to destruction.

15.2 Fixtures.

(a) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(b) Prior to expiration or other termination of this Lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3 Holdover. If Tenant does not vacate the Premises on or before the expiration or termination of this Lease, Tenant shall become a "tenant-at-will" and be obligated to pay a daily rental rate of one-hundred and ten percent (110%) of the then-current market rate as determined by an independent commercial real estate broker for every day that Tenant remains in possession and to comply with all the other terms of this Lease. If Tenant fails to timely vacate the Premises as provided in the immediately preceding sentence, Landlord may, by self-help or judicial proceedings, remove Tenant and its personal property from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this Lease shall constitute a

failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

Section 16. Dispute Resolution

16.1 Mediation. If a dispute arises concerning this Lease, other than a dispute that is or may be an "Exempt Claim" (as defined below in Section 16.2), Landlord and Tenant agree that the dispute shall, at the election of either party, be submitted to mediation. If a party files litigation with respect to a dispute, the other party must give notice of its election to have the dispute mediated within 60 days after the first legal process has been served on such party or the right to mediate the dispute subject to the litigation shall be deemed to have been waived. The mediator will be selected by mutual agreement and will be compensated equally by both parties. If the parties fail to agree on a mediator within ten days of notice by either party of a request for mediation, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court upon the request of either party. Any dispute under this Lease submitted to mediation that is not resolved within 45 days of the appointment of the mediator (or such longer period if the parties so agree) shall become an Exempt Claim, and the parties shall thereafter be free to resolve the dispute through litigation.

16.2 Right to Seek Judicial Eviction and Other Remedies. As used in Section 16.1, "Exempt Claim" means a claim that is or could be the subject of a forcible entry and detainer action brought by Landlord to recover possession of the Premises or an action to obtain provisional or ancillary remedies such as an injunction, receivership, attachment, or garnishment.

Section 17. Miscellaneous

17.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

17.2 Notices. Any notice required or permitted under this Lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address set forth below or to such other address as may be specified from time to time by either of the parties in writing.

If to Landlord:

Portland School District No. 1J
Post Office Box 3107
Portland, Oregon 97208-3107
Attention: General Counsel

With a copy to:

Portland School District No. 1J
501 N. Dixon Street
Portland, Oregon 97227
Attention: Director of Planning and Property Management

If to Tenant:

KairosPDX
PO Box 12190
Portland Oregon 97212
Attention: Marsha Williams

17.3 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this Lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

17.4 Recordation. This Lease shall not be recorded without the written consent of Landlord.

17.5 Entry for Inspection. Landlord shall have the right to enter upon the Premises at any reasonable time or times and upon reasonable prior notice to determine Tenant's compliance with this Lease, to make necessary repairs to the Building or to the Premises.

17.6 Proration of Rent. In the event of commencement or termination of this Lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

17.7 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this Lease.

Dated as of the date above first written.

LANDLORD: SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON By: _____ Its: _____	TENANT: KAIROSPDX By: _____ Its: _____
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**EXHIBIT A
THE PREMISES**

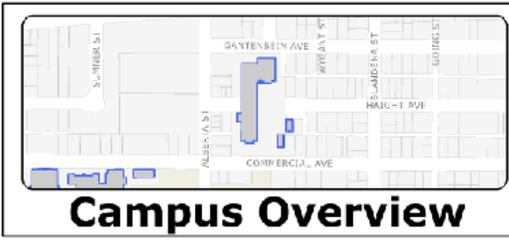
[Attached]

HUMBOLDT: First Floor



Space Use	
	Classrooms
	Office, Rest Rooms, Storage, Mechanical
	Special Purpose, Flex Classrooms
	Corridor, Foyer, Vestibule
	Stairs/Elevator
School Grounds	
	Campus Footprints
	Athletic Field
	Playground: Paved
	Playground: Unpaved
	Roads
	Doors

Total Number Of Rooms By Classification	
Classrooms:	22
Storage:	11
Office Spaces:	11
Special Purpose:	13



RESOLUTION No. 6360

Portland Federation of School Professionals and School District No. 1J, Multnomah County, Oregon,
Ratification of the Collective Bargaining Agreement 2021 - 2023

RECITALS

The Collective Bargaining Agreement between Portland Public Schools and the Portland Federation of School Professionals expired on June 30, 2021.

RESOLUTION

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

~~2019~~ 2021 –
~~2021~~ 2023
AGREEMENT



Portland Federation
of
School Professionals



School District No. 1

Multnomah County, Oregon

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

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

**ARTICLE 1:
RECOGNITION**

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

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

**ARTICLE 2:
STATUS OF AGREEMENT**

- A. This Agreement shall modify, replace or add to any policies, rules, regulations, procedures, or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and become part of the established policies, rules, regulations, practices and procedures of the District.
- B. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court or agency of competent jurisdiction, all other provisions of this Agreement shall continue in effect. Only the subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by this Agreement.
- C. There shall be four (4) signed copies of the final Agreement for the purpose of records. Two (2) shall be retained by the Board, two (2) by the Federation.
- D. Within sixty (60) days following the signing of this Agreement, the District shall provide 500 copies of this Agreement to the Federation and make a copy of the Agreement available electronically.
- E. The parties acknowledge that during negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subjects appropriate for bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, except as otherwise expressly provided for in this Agreement, the Board and the Federation agree that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter during the term of the Agreement.

**ARTICLE 3:
CONTRACT ADMINISTRATION**

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

**ARTICLE 4:
FEDERATION RIGHTS**

- A. The Federation, through its representatives, shall have the right to transact official Federation business relevant to employees on school district property at all reasonable times, provided that it does not interfere with or interrupt classes or other normal school district operations. Such rooms or other appropriate meeting facilities shall be made available for Federation use as requested without charge to the Federation, except that the District may make a reasonable charge when special service is required beyond normal operational practice.
- B. The Federation and its building representatives shall have the right to use school district facilities and equipment, at reasonable times, when the same are not otherwise in use. This shall not include use of, or access its HRMS, purchasing and inventory administration systems. The Federation agrees to pay costs of all materials and supplies incidental to such use.
- C. The District shall permit Federation representatives to visit the school district buildings. Federation representatives shall make known their presence to the appropriate authority in the building. Employee conferences, should they become necessary, shall be scheduled so as not to interfere with work assignments or disrupt normal school district functions.
- D. The Federation shall have the right to make announcements at employee staff meetings or by use of any existing communication procedures not ordinarily available to students.
- E. The Federation and its representatives shall have the right to post notices of activities and matters of Federation business and concern on staff bulletin boards. At least one such bulletin board shall be in each school district building. The Federation may use the District mailboxes for communications.
- F. The District shall make available to the Federation, upon written request to the Office of the Superintendent, any and all reasonably available information, statistics and records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement. Should such requests exceed 50 pages of copied material per month, the Federation shall, upon written request, reimburse the District for the excess copies at the rate

of ten cents (\$.10) per page. This provision does not apply to, nor include, the periodic lists of bargaining unit members that are provided for the administration.

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

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

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

N. The District and PFSP recognize the law that is HB 2016.

**ARTICLE 5:
NON DISCRIMINATION**

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

**ARTICLE 6:
MAINTENANCE OF BENEFITS**

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

**ARTICLE 7:
MANAGEMENT RIGHTS CLAUSE**

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

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

- H. Determine the location or relocation of facilities, including the establishment or relocations of schools, buildings, departments, divisions, or subdivisions and the relocation or closing of offices, departments, schools, programs, divisions or subdivision, buildings or other facilities;
- I. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
- J. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
- K. Determine the size of the management organization, its functions, authority, and amount of supervision, and table of organization; and
- L. Select and utilize technology.

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

**ARTICLE 8:
NO STRIKE CLAUSE**

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

**ARTICLE 9:
PAYROLL DEDUCTIONS**

A. PAYROLL DEDUCTIONS

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

District's Payroll Office. Such authorization will continue in effect from year to year unless revoked or changed in writing from the Federation Office to the District Payroll Office. Pursuant to such authorization, the District shall deduct the regular monthly amount from a regular salary check of the employees during each calendar month. With respect to all sums deducted by the District pursuant to said authorization, the District agrees to remit such sums within five (5) working days from the end of the calendar month in which the deduction was made.

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

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

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

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

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

**ARTICLE 10:
PERSONNEL FILE**

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

**ARTICLE 11:
JOB DESCRIPTIONS/POSITION GUIDE**

- A. Employees new to the District and/or a worksite shall be given a copy of the District's job description applicable to their job classification. Other employees will also receive a copy of their job description upon request made to the Human Resources Department within thirty (30) days of the request.
- B. Upon assignment to a new worksite or request by an employee, the supervisor shall, within thirty (30) days, provide and review with the employee a written "position guide" or list of job duties outlining the specific duties and responsibilities of the employee's work assignment. A copy of such position guide shall be placed in the employee's official personnel file. An employee who believes that a substantial discrepancy exists between their written "position guide" and the District's job description applicable to their job classification may request a review as provided by Article 13.
- C. Educational Assistants, Paraeducators, and Library Assistants shall be under the direction of a teacher or licensed staff member. Educational Assistants and Paraeducators assigned to a classroom shall be supportive of the teacher and shall not be expected to independently develop lesson plans and instructional programs. Lesson plans shall be in an area accessible for Educational Assistants and Paraeducators. Library Assistants shall not be expected to independently develop lesson plans and instructional programs. Such employees shall be given administrative support in dealing with disruptive students.

- D. The District will conduct an annual orientation program within the first ninety (90) days of each school year.
- E. Local school building office personnel shall not be responsible for actual discipline of students but will be responsible for supervising students while they are in the office. The employee can request assistance from the administrator or their designee.

**ARTICLE 12:
POSITION VACANCIES AND ANNOUNCEMENTS**

- A. Vacant positions which the District anticipates will continue for more than six (6) months shall be posted, for the purpose of providing opportunity to existing employees to make application for such positions. Such positions shall be posted for not less than five (5) workdays providing that the delivery of services would not be substantially disrupted by delay caused by the posting. Educational assistant and paraeducator vacancies of six (6) hours or more for the subsequent school year which become known between April 1 and July 15 shall be posted by the District.
- B. Except where provided elsewhere in this Article, bargaining unit members shall be entitled to apply for any posted position. Employees who are interviewed shall be notified of the outcome promptly following any final decision by the District.
- C. Vacant positions need not be posted when:
 - 1. The vacancy is to be filled by assignment or promotion of a regular employee.
 - 2. The position to be filled is by an employee, who is unassigned, or an employee returning from a leave of absence, or an employee having recall rights from layoff.
 - 3. The position is less than three (3) hours.
 - 4. The vacancy is to be filled by the administration initiated transfer of an employee. The reason for such transfer shall be discussed with the employee, and, whenever possible, the employee's preferences shall be considered. The Federation shall be notified of such transfers.
 - 5. The vacancy is to be filled by the employee who had been bumped from that position.
 - 6. The vacancy for the subsequent year became known after July 15 and prior to the beginning of the position's work year.
- D. Nothing in this Article shall be interpreted as restricting the District in determining who is selected to fill a vacancy. The selection decision by the District shall not be grievable.
- E. The District shall provide the Federation with the names of the persons hired for positions posted as required by this Article.
- F. Employees may make their transfer preferences known through the applicant management system. The District retains sole discretion to grant or deny transfer requests. Transfer requests are not subject to the grievance procedure.

**ARTICLE 13:
PROMOTIONS AND RECLASSIFICATIONS**

- A. An employee who is promoted to a position of higher classification, but after a reasonable period of time not exceeding six (6) months is unable to demonstrate a satisfactory level of performance in that position, shall be entitled to return to a position comparable to the one held prior to their promotion providing a vacancy exists. In such case, the employee will be placed on the salary schedule at the salary step they would have realized had the promotion not occurred.
- B. For the purpose of this Article, “promotion” shall mean the assignment of an employee from their present position to a position having a higher salary classification than the one previously held as the result of being selected for an open position. Reclassification shall mean that a position occupied by an employee is changed to a higher salary classification but the employee remains in the position.
- 1. An employee who is promoted or reclassified will be salary placed using the initial salary placement process in Article 25.D.1.
 - 2. At minimum, an employee who is promoted or reclassified and was on the maximum step of a salary column shall be placed at a salary level closest to but not less than their previous salary and shall receive one (1) additional step.
- C. An employee temporarily assigned the full duties and responsibilities of a higher salary level position for more than five (5) days shall be paid a minimum of five percent (5%) above their current hourly rate or the first step of the higher classification, whichever is the greatest, retroactive to the first day of the temporary assignment.
- D. A Job Classification Committee shall be established, comprised of two (2) members appointed by the Federation and two (2) members appointed by the District. The Committee shall review requests that a job assignment be reclassified. The Committee shall develop and maintain procedures to be followed for requesting a classification review of assignment. The Committee shall meet on a quarterly basis to review requests submitted during that quarter. The Committee may request an employee to appear or an employee shall have the option of appearing before the Committee. The Committee shall forward its recommendation to the Chief Human Resources Officer, or designee, who shall consider the recommendation and make a final decision on the request. The employee shall be notified in writing of the decision within ten (10) days. If it is determined that a change in classification is justified, the position shall either be reclassified or the work assignment restructured to comply with the existing classification. The effective date for any salary increase shall be the first day of the next pay period in which the original request for reclassification was made by the employee, provided the employee complied with the procedures for requesting a classification review.

**ARTICLE 14:
CAREER DEVELOPMENT AND JOB TRAINING**

- A. The District shall establish a career development fund in the amount of Fifty Thousand Dollars (\$50,000.00) per contract year for the purpose of assisting employees seeking to upgrade and gain new skills. This fund shall be allocated as follows: \$7,000.00 for Occupational Therapists, Physical Therapists, Certified Occupational Therapy Assistants (COTAs), and Physical Therapy Assistants (PTAs), \$4,000.00 for Sign Language Interpreters and \$39,000.00 for all other bargaining unit members.
1. Half of the funds will be available July through December of each year. The remaining half will be available January through June of each year. Any funds not used during the first half of the year shall carryover to the second half of the year. Uses of such funds shall be for the cost of enrollment in workshops, seminars, conferences, college courses, or testing fees

related to public education or work performed by members of the bargaining unit. The fund may not be used for travel, lodging and meals unless the cost of the meal is included in the fee for attending the workshop, conference or seminar.

2. Requests for use of funds must be submitted through the employee's supervisor with final approval by the Human Resources Department prior to taking the course. The Federation shall receive a report at the end of each semester containing the requests submitted to the supervisor and the final decision of the Human Resources Department. To receive reimbursement, an employee must provide verification of successful completion of the work as soon as possible following completion of the work. Reimbursement will be made no later than twenty (20) business days following the submission of all required documentation.
 3. Up to Five Thousand Dollars (\$5,000) per year of the CD funds may be used to pay for substitutes for those taking job-related trainings for which CD funds have been accessed.
 4. Reimbursement shall not be made for amounts of less than Fifteen Dollars (\$15.00) and no employee shall receive more than Seven Hundred Dollars (\$700.00) in any one year. Twelve Hundred Dollars (\$1,200.00) from the fund each year shall be available for miscellaneous employees (those working less than half time). Except for tuition, the District shall make direct payment, if agreeable by the provider, following receipt of attendance confirmation.
- B. The District shall pay the full cost of tuition fees, supplies, mileage and any other related costs if employee meets District guidelines for any class, workshop or seminar for which an employee is directed to attend. If such attendance is required outside the employee's work hours, the employee shall be paid as required by law.
- C. An employee may attend a workshop, conference or seminar related to their work assignment during their regular work hours provided the following conditions are met:
1. Approval of supervisor;
 2. Coverage of work assignment utilizing additional funds as outlined in Article 14 A3.;
 3. Documentation provided to validate attendance.
- D. The District shall establish an Inservice Fund in the amount of Ten Thousand Dollars (\$10,000.00) for each year of the contract for the purpose of providing an inservice program for Classified Employees. Unless mutually agreed upon, unused funds shall not carry over to future years. The Federation will participate with the District in a Joint Labor/Management Committee to facilitate the development and implementation of such program.

ARTICLE 15: LUNCH AND REST PERIODS

- A. Each employee working more than five (5) hours per day shall be entitled to a minimum one-half (1/2) hour, continuous, duty-free lunch period without pay. Employees who are required to be on duty during their one-half (1/2) hour lunch period shall, at the discretion of the supervisor, be given the equivalent time off at the end of the day or compensated for the duty lunch.
- B. Employees shall receive a fifteen (15) minute break during each four (4) hours, or major portion of four (4) hours, of work. Employees who are regularly scheduled to work more than six (6) hours shall receive two (2) such breaks. Such breaks shall be at times convenient to the work schedule as determined by the supervisor. An employee who is required to work more than one (1) hour beyond an eight (8) hour shift shall be entitled to a fifteen (15) minute break at the end of the normal eight (8) hour shift.

- C. Whenever practicable, a Sign Language Interpreter shall be given a five (5) minute break from signing during the natural breaks in the bell schedule.

**ARTICLE 16:
OVERTIME AND CALL BACK**

A. OVERTIME

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

B. CALL BACK

1. Emergency Call Back.

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

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

2. Scheduled Call Back.

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

C. COMPENSATORY TIME

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

D. MANDATORY OVERTIME FOR CAMPUS SAFETY ASSOCIATES

The District will continue to fill overtime positions for Campus Safety Associates by first soliciting volunteers to work available overtime.

The District will apply the following procedure when necessary to assign mandatory overtime in non-emergency situations due an insufficient number of volunteers:

1. All Campus Security Agents will be ranked on an overtime list in order by seniority with the most senior Campus Security Agent being at the top of the list, and the newest Campus Security Agent being at the bottom of the list at the start of each school year.
 - a. Seniority will be determined by the number of years each Campus Security Agent has been a Campus Security Agent.
 - b. The overtime list will be a rolling list. Once a Campus Security Agent completes an assigned overtime shift, they will be placed at the top of the overtime list.
 - c. Campus Security Agents who are hired during the school year will be placed on the bottom of the overtime list once they have been hired.
2. Overtime will be assigned beginning at the bottom of the overtime list.
 - a. If the person on the bottom of the list has already volunteered to work the event or is otherwise working for PPS at the time of the assignment, then the next higher person on the overtime list will be selected. The Campus Security Agent at the bottom of the list will remain at the bottom of the overtime list for the next time the list is used.
3. Campus Security Agents assigned overtime will be compensated for a minimum of four (4) hours at the overtime rate. This provision only applies to overtime of a call-back nature.
4. Campus Security Agents will be notified via District Email as soon as possible once selected for assigned overtime from the overtime list and at least 48 hours from the start of the overtime shift, unless a bona fide exigency prevents such notice. If a Campus Security Agent is required to work an assigned overtime shift with less than 48 hours' notice, the Campus Security Agent will be paid an hourly rate equal to two times their normal hourly rate.
5. A Campus Security Agent(s) may request to be excused from a specific overtime assignment based on a significant hardship. The District Security Director or Security Manager will review a request based on significant hardship on a case by case basis. If the request is granted, the Campus Security Agent will remain at the bottom of the list for the next overtime opportunity.
6. If the Campus Security Agent does not report for the assignment, they could be subject

to discipline depending on the totality of circumstances and would remain at the bottom of the rolling seniority list to be assigned to the next occurrence.

7. Once the Campus Security Agent completes the assigned overtime shift, the Campus Security Agent is placed at the top of the rolling seniority list by order of seniority.

**ARTICLE 17:
OPTIONAL WORK SCHEDULE**

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

**ARTICLE 18:
EMPLOYEE DISCIPLINE**

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

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

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

**ARTICLE 19:
EMPLOYEE EVALUATION**

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

**ARTICLE 20:
GRIEVANCE PROCEDURE**

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

SECTION 1 DEFINITIONS

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

STEP 1

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

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

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

STEP 2

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

STEP 3 — ARBITRATION

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

- A. Within thirty (30) days of the District's decision, the grievance may be appealed to arbitration by requesting that the Oregon Employment Relations Board furnish a list of seven (7) arbitrators. The parties shall then meet to alternately strike one name from the list until one remains and such person shall be the arbitrator. In the alternative, the parties may jointly agree upon a person to serve as arbitrator.
- B. An employee may not appeal to arbitration without approval of the Federation and without notice to the District of the appeal to arbitration.
- C. The arbitrator shall issue a written decision within thirty (30) days of the close of the hearing or submission of briefs, whichever occurs later.
- D. The decision of the arbitrator shall be binding on all parties provided: (1) the arbitrator must restrict the decision to interpretation of the Agreement and may not deduct from or add to or expand this Agreement; (2) is in accordance with the legal meaning of this Agreement; (3) is based on substantial evidence; and (4) does not result in an obligation to pay money beyond amounts budgeted for the particular item of purpose in the current budget. The arbitrator may not award punitive damages.
- E. Should either party wish to seek review of an arbitrator's decision, proceedings must be instituted in a court or agency of competent jurisdiction within thirty (30) days of the effective date of the arbitrator's decision.
- F. Costs charged by the arbitrator shall be fully borne by the losing party in the arbitration.

SECTION 2 GENERAL PROCEDURES FOR ALL GRIEVANCES

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

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

ARTICLE 21: LEAVES

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

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

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

A. SICK LEAVE

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

hundred (1500) hours per year. The guidelines for use of the Sick Leave Bank will be jointly developed by the District and the Federation but shall include the following:

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

B. OTHER PAID LEAVES

1. Family Illness

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

2. Absence Due to Quarantine

An employee's absence from work because of quarantine by the appropriate public health official shall not be charged against the employee's sick leave, and the employee shall suffer no loss in pay during such period as a result of the quarantine provided, however, that such quarantine is declared solely for the purpose of preventing the spread of a communicable disease to others.

3. Bereavement Leave

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

4. Emergency/Personal Business Leave

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

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

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

5. Mandatory Court Appearances

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

6. District Designated Closure

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

C. UNPAID LEAVES

1. Special Leaves of Absence

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

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

2. Child Care Leave

- a. An employee covered by this Agreement shall be eligible for a child care leave (maternity, paternity or adoption) for up to one (1) year. In the case of maternity, the employee may charge against her accumulated sick leave for the period of disability provided the disability occurred within thirty (30) days of the commencement of the leave. Other child care leave may be granted for a period of up to one (1) year. Extensions may be granted for medical reasons relating to the child.

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

4. PFSP Student Teaching Leave

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

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

a. Requirements and procedures for PFSP Student Teaching Leave:

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

b. PFSP Student Teaching Leave Committee

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

c. Selection Criteria

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

d. Status While On Leave:

- An employee approved for a PFSP Student Teaching Leave shall be considered to be an employee of the District but is not performing work on behalf of, or serving as an agent of, the District while on leave.
- An employee approved for a PFSP Student Teaching Leave shall retain rights of contract status, retirement, insurance, sick leave and automatic increases in salary as if they were working during the period of the leave.
- In case of injury to, or other illness of, the PFSP member during leave prevents them completing the purpose of the leave, the PFSP Student Teaching Leave will be terminated and all provisions for medical leave will apply. These provisions will take effect on the first day of the next pay period following notification of illness to Human Resources and verified medical statements.

e. Status Upon Returning from PFSP Student Teaching Leave.

- Employees approved for PFSP Student Teaching Leave of absence shall follow the return from leave language in Section 8.

f. Employees who complete the PFSP Student Teaching Leave and successfully complete their program are highly encouraged to apply for professional educator positions at Portland Public Schools.

5. Disability Leave

Employees who become physically disabled shall be eligible for an unpaid leave of absence on the same basis as that granted in Article 21.C.2 above.

6. Military Leave

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

7. Federation Leave

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

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

8. Political Leave

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

9. Return from Leave

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

**ARTICLE 22:
VACATIONS AND HOLIDAYS**

A. VACATIONS

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

MONTHLY ACCRUAL

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

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

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

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

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

B. HOLIDAYS

1. Regularly employed 192-~~202-210~~ employees shall receive the following paid holidays.

~~New Year’s Day~~ ————— ~~Thanksgiving Day~~

~~President’s Day~~ ————— ~~Labor Day~~

~~Memorial Day~~ ————— ~~Veterans’ Day~~

New Year’s Day

Thanksgiving Day

Martin Luther King, Jr. Day

Labor Day

President's Day

Veteran's Day

Memorial Day

~~2. All employees whose regular work year includes Juneteenth, Independence Day and/or Christmas Day shall receive a paid holiday for those days. Regularly employed 225-day employees shall receive the above days, and, in addition, shall receive Independence Day and Martin Luther King Jr. Day. Regularly employed twelve (12) month employees shall receive the above days and, in addition, shall receive Independence Day and Christmas Day. In observance of Martin Luther King Jr.'s birthday or any other day celebrated as a holiday, 12-month employees shall not suffer pay loss. The District, however, reserves the right to change the days designated as paid holidays provided that in so doing it does not reduce the number of paid holidays.~~

~~2. With thirty (30) days' notice, the District may use Presidents' Day as a make-up day.~~

~~3. The District, however, reserves the right to change the number of days designated as paid holidays provided that in so doing, it does not reduce the number of paid holidays.~~

~~4. Within thirty (30) days' notice, the District may use President's Day as a make-up day.~~

~~3.5.~~ An employee shall receive holiday pay provided the holiday falls on a scheduled workday of the employee and that the employee worked the nearest scheduled workday immediately preceding and following the holiday. Employees on vacation or authorized paid leave shall be considered as being at work. Employees whose work year is extended (no break in work year, continues employment) by the school or department will be accorded holiday pay for Juneteenth and July 4th, provided they meet the criteria established earlier in this section.

~~4.6.~~ Employees who are members of a religious faith may be absent without loss of pay up to two (2) days per year specified by that faith as religious holidays which require participation during the workday in religious observances.

ARTICLE 23: INSURANCE

A. HEALTH AND WELFARE BENEFITS

1. Effective January 1, ~~2018~~2022, the District shall contribute to the School District No.1 Health and Welfare Trust (the "Trust") the amount necessary to maintain health insurance benefits that are substantially similar to those provided in ~~2017-2021~~ for full-time eligible bargaining unit members, their eligible dependents, spouses, and domestic partners, minus the established employee premium cost share. The Federation shall select the insurance plan(s) and carrier(s) to be provided. The amount of the District's monthly contribution will not exceed ~~\$1,355~~\$1,480.00 (one thousand, four hundred and eighty dollars) per eligible, enrolled full-time employee per month and will be calculated as follows:

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

The amount for January 1, ~~2019-2023~~ until December 31, ~~2019-2023~~ will be calculated in fall of ~~2018-2022~~ using the same formula when premium costs for ~~2019-2023~~ are known. The District's contribution will not exceed ~~\$1,355~~\$1,524.00 (one thousand, five hundred and twenty-four dollars) per month and the employee monthly premium cost share shall be equal to or greater than the ~~2018-2022~~ cost share.

~~2.3.~~ The District shall contribute for health insurance benefits for enrolled part-time employees (those regularly working twenty (20) hours or more but less than thirty (30) hours per week) the amount necessary to maintain health insurance benefits that are substantially similar to those provided in ~~2017-2021~~ for part-time eligible bargaining unit members, their eligible dependents, spouses, and domestic partners, minus the established employee premium cost share for part-time employees..

~~3.4.~~ Full-time and part-time employees working at least half time and working through the entire standard school year will have eligibility for benefits to continue until the September 30 following the end of the school year except those hired after January 15 wherein benefits will continue until July 31, unless the employee has been guaranteed continued employment in the next school year, in which case benefits will continue.

~~5.~~ The District will monthly submit to the Trust the full agreed upon employee-paid portion of health insurance contributions.

~~4.6.~~ During the lifetime of this Agreement, should the District increase the health insurance contribution of The DCU or ATU, this Article may be reopened for further negotiation under the expedited bargaining rules and at PFSP's discretion.

~~5.7.~~ Upon request, the District shall allow the Federation to review the District's financial records relating to the contributions made to the Trust under this Article toward the cost of health insurance benefits for Federation bargaining unit members.

B. WORKERS' COMPENSATION

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

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

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

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

ARTICLE 24: SAFETY

A. SAFE AND HEALTHY WORKPLACE

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

B. WORKING WITH STUDENTS ON IEPs AND 504 PLANS

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

C. PROPERTY LOSS

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

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

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

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

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

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

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

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

ARTICLE 25: COMPENSATION

A. SALARIES

Salary schedules are set forth and incorporated in the appendices of this Agreement. All appendices shall increase by three percent (3.0%) effective July 1, ~~2019~~2021. All appendices shall increase by three percent (3.0%) effective July 1, ~~2020~~2022.

Effective July 1, ~~2019~~2021 and July 1, ~~2020~~2022, eligible employees will receive a step increase. Eligible employees are those that are not at the top step and have been at their current step for six months prior to the date the step is granted.

~~B. LONGEVITY PAY~~

~~A \$500 stipend shall be paid to those employees with at least five (5) years' of consecutive PPS employment, who have been on the top step of the PFSP scale for three (3) years.~~

This payment shall be included in the November paycheck of 2019, 2020.

~~C.B.~~ PAYROLL CHECKS

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

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

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

D.C. INITIAL SALARY PLACEMENT

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

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

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

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

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

Returning Employees.

Should a former PFSP-represented employee return to the same or lower, related classification, as previously held they shall be re-salary placed but may not be placed at a step lower than they were at their departure date.

E.D. PROFESSIONAL GROWTH

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

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

F.E. WORK YEAR

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

F. EXTENDED HOURS AND DAYS

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

G. BONUS PAY

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

H. OUTDOOR SCHOOL/SIMILAR OVERNIGHT EVENTS

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

I. BUS RIDER STIPEND

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

J. PERSONAL VEHICLE USE

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

shall receive mileage reimbursement provided they have met the above stated certification requirements.

K. SCHEDULE

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

L. SECOND LANGUAGE STIPEND

If the regular duties of an employee include the regular use of a second language, the employee shall be paid a 5% annual stipend in monthly installments. The stipend must be reviewed and approved annually by the building administrator or supervisor.

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

Employees whose job classification require the use of their second language shall not be eligible for this stipend.

M. COMMUNITY AGENTS AND CAMPUS SAFETY ASSOCIATES

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

Community Agents and Campus Safety Associates, with approval of their supervisors, may arrange their daily work schedules so that time required for designated evening duties, such as home visitations, and other community related activities, fall within the regular eight (8) hour workday. When a Community Agent is required to visit a student's home after normal school hours, the District will provide a cell phone for check out during the home visit. Campus Safety Associates will be provided with the necessary equipment as required by the supervisor to perform their duties and responsibilities.

1. Community Agents and Campus Safety Associates shall be entitled to two (2) professional leave days per year. Such days may be used only for attendance at conferences, workshops, seminars, etc., which are directly related to the employee's assignment with the District. Such leave must be approved by the employee's supervisor.
2. In the absence of specific program or skill requirements, any reduction in work hours shall be done based upon seniority.
3. The District shall provide inservice training for Campus Safety Associates.
4. The District will provide training to all Campus Safety Associates in blood borne pathogens and first aid within sixty (60) days of their first day of employment as Campus Safety Associates
5. The District shall be responsible for recertification costs for Campus Safety Associates.

6. Campus Safety Associates' will receive a 10% increase to their hourly rate for those hours spent working as a Field Training Officer/Lead.
7. Shift Differential: Campus Safety Associates and Leads in the Graveyard/Swing Shift shall receive a shift differential of \$1.00 (one dollar) per hour, additional to their base rate of pay.

ARTICLE 26: REDUCTION OF STAFF

This article shall not apply to less than half-time employees that have not successfully completed six (6) consecutive months of service in a bargaining unit position.

SECTION I. SCHOOL CLOSURE

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

SECTION II. LAYOFF

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

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

- C. ORDER OF LAYOFFS: Staff reductions shall be accomplished within job classifications

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

- D. SPECIAL SKILLS: The District may choose when conducting a layoff to retain an employee who would normally have been laid-off because of the special skills, training, or abilities that the employee to be retained has which are required for the position. In exercising this right, the District will notify the Federation of the District’s intent to implement this exemption option and will discuss the reasons for exercising the exemption process with the Federation. The District and PFSP agree employees who are in positions that require specialized training or certificates as required by the grantor (i.e. federal funds) will be considered as exempted from bumping unless the more senior employee has the required training.
- E. VOLUNTARY LAYOFF: An employee offered an assignment of lower classification or reduced work hours due to staff reductions, may elect voluntary layoff. In such cases, the employee shall be entitled to any recall rights provided by this Article.
- F. REASSIGNMENT: An employee rejecting a change in assignment which is comparable in classification and work year shall, by doing so, relinquish any seniority and recall rights provided by this Article, and this Agreement shall be terminated.
- G. RECALL: Employees who are laid off, shall be rehired in inverse seniority order into future vacancies within their classifications in assignments for which they are qualified prior to employment of a new hire. Such rights of recall shall extend for a period of fifteen (15) months from the day of layoff. Employees recalled by the District shall be reinstated with seniority rights accumulated as of the date of their layoff. Any employee recalled by the District for a position comparable to the one from which they were laid off, and who rejects such an assignment, shall relinquish all rights provided in this Article and Agreement, and shall be terminated. Employees are responsible to provide the District up to date information and must respond within seven (7) calendar days from the time of notice to accept or reject such an assignment. Failure to respond within seven (7) calendar days shall constitute rejection of the assignment and such employee will relinquish all rights provided in this Article and Agreement, and shall be terminated.

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

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

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

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

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

- K. RESTORATION OF HOURS: In the event the number of hours of work are reduced for any employee or group of employees within a department or school, and budget funds are restored to that department or school within the following twelve (12) months, the District shall, when practicable, give priority to reinstating the hours to the affected employees before hiring additional staff in the employee's classification within the department or school. In addition, if the position is reinstated before the beginning of the employee's scheduled work year following its elimination, the employee may return to their previous position. An employee whose work hours are reduced may submit an online application indicating the positions for which the employee is interested.
- L. UNASSIGNED EMPLOYEES: An employee declared unassigned at the end of the academic year, but who has been given reasonable assurance of continued employment by the District, shall be placed on a list of such employees for assignment in accordance with Article 12.E.2. The District, when practicable, shall consider preferences of the employee, which shall be collected and recorded in a standardized manner.
- M. NOTIFICATION TO THE FEDERATION: The Federation shall be provided with the names of all unassigned employees, their preferences per Section L, above, and the staffing placement.
- N. EVALUATION PERIOD: When an employee is reassigned, due to an unassignment, to a department they have never worked in, the employee will be required to complete a sixty (60) working-day probationary period. The purpose of the probationary period is to

ensure the employee has the necessary skills and abilities to perform the duties of the new job. If it is determined that the employee is unable to perform the necessary duties, the employee will be unassigned and referred to the Human Resources Department for a new placement.

O. DEPARTMENT or SCHOOL-BASED REDUCTIONS OF STAFF: In the event that staff reductions must be made in individual departments, worksites, or schools, these reductions must be made based on seniority, according to Section II of this Article. Volunteers for unassignment will be considered within the classification experiencing the reduction. Such volunteers may be selected for full unassignment if they have comparable hours and are from within the same classification(s) where the positions are to be eliminated.

P. EXCEPTION TO BUMPING AND PLACEMENTS – HEADSTART

Q. Employees at Headstart locations are exempt from bumping. Vacancies at such schools are not subject to placements of unassigned employees not are they subject to employees with recall rights, unless mutually agreed by the employee, Administrator and the District.

**ARTICLE 27:
SCHOOL IMPROVEMENT COUNCILS**

A. PARTICIPATION

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

B. MEETINGS

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

Participation in School Improvement Council meetings shall be voluntary.

C. TRAINING

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

**ARTICLE 28:
DURATION OF AGREEMENT**

- A. The effective date of this Agreement is July 1, 2019. This Agreement will continue in effect until June 30, 2021.
- B. In the event that, under applicable laws, some other method of representation or some other applicable representative for the employees is elected, this Agreement shall not terminate, but shall be fully binding according to its terms upon any and all employees or successors to the Federation as exclusive representative of employees or portion thereof, except as to the representation of employees for whom the Federation remains the exclusive collective bargaining representative by law, such event shall terminate the rights and authority of the Federation under this Agreement.

**APPENDIX A:
Classifications**

Classification Title	Salary Grade
Administrative Assistant	M
Administrative Clerk H	G
Admin. Professional Library Clerk	I
Administrative Secretary	G
Assistive Tech. Practitioner	Appendix E
Book Clerk	G**
Call Center Rep—Transportation	G
Campus Security Agent	K****
Certified Nursing Assistant (CNA)	I
Chief Clerk	M
Clerk	G
Community Agent	Appendix 1
Cert. Occupational Therapy Asst. (COTA)	Appendix D
Department Receptionist	D
Educational Asst. – ELL	E
Educational Asst. – Gen. Ed.	D
Electronic Publishing Tech.	K
Finance Clerk	G
HR Representative	J
High School Bookkeeper	G**
High School Site-Technology Specialist	L
High School Career Coordinator	N
Instructional Technology Asst.	H
Industrial Tech Asst	L
Integrated Curriculum Development	N
Library Asst.	H
Study Hall Monitor	Appendix 1
Physical Therapy Asst. (PTA)	Appendix D
Licensed Practical Nurse (LPN)	I

Classification Title	Salary Grade
Low Incidence Disabilities Specialist	N
Occupational Therapist	Appendix 2
Paraeducator	Appendix C
Payroll Benefits Clerk	K
Physical Therapist	Appendix 2
Principal Secretary—Elementary	K
Principal Secretary—Middle-School	K
Principal Secretary—Night School	K-
Principal Secretary—High School	K**
Project Assistant	H**
School Secretary	F**
Security Specialist	M
Security Technician	J
Senior Admin Secretary I	K
Senior Admin Secretary II	K
Senior Clerk I	K
Senior Clerk II	G
Sign Language Interpreter	Appendix F
Special Ed. Asst. Trainer	K
Special Ed. Records Clerk	H**
Student Attendance Monitor	G
Therapeutic Intervention Coach	Appendix C
Training Coordinator – SPED	M
Transportation Route Scheduler	J
Translation & Interpretation Rep	Appendix 1
Vice Principal Secretary	G**
Virtual Scholars Mentor	Appendix 1

** classification grade level is under review

**** please see Appendix 1 for certain other Campus Security Agent provisions-

<u>Classification Title</u>	<u>Salary Grade</u>	<u>Classification Title</u>	<u>Salary Grade</u>
<u>Administrative Assistant</u>	<u>M</u>	<u>Physical Therapy Assistant (PTA)</u>	<u>Appendix D</u>
<u>Administrative Clerk H</u>	<u>G</u>	<u>Licensed Practice Nurse (LPN)</u>	<u>I</u>
<u>Admin Professional Library Clerk</u>	<u>I</u>	<u>Clerk</u>	<u>G</u>
<u>Administrative Secretary</u>	<u>G</u>	<u>Community Agent</u>	<u>Appendix 1</u>
<u>Assistive Tech. Practitioner</u>	<u>Appendix E</u>	<u>Low Incidence Disabilities Spec.</u>	<u>N</u>
<u>Book Clerk</u>	<u>G</u>	<u>Occupational Therapist</u>	<u>Appendix 2</u>
<u>Call Center Rep - Transportation</u>	<u>G</u>	<u>Paraeducator</u>	<u>Appendix C</u>
<u>Campus Safety Associate</u>	<u>K</u>	<u>Payroll Benefits Clerk</u>	<u>K</u>
<u>Certified Drug & Alcohol Counselor I (CDAC I)</u>	<u>H</u>	<u>Physical Therapist</u>	<u>Appendix 2</u>
<u>Certified Drug & Alcohol Counselor II (CDAC I)</u>	<u>K</u>	<u>School Administrative Assistant I ***</u>	<u>M</u>
<u>Certified Drug & Alcohol Counselor III (CDAC I)</u>	<u>N</u>	<u>School Administrative Assistant II</u>	<u>H ***</u>
<u>Certified Nursing Asst. (CNA)</u>	<u>I</u>	<u>School Administrative Assistant III</u>	<u>F ***</u>
<u>Chief Clerk</u>	<u>M</u>	<u>Project Assistant – School</u>	<u>***</u>
<u>Cert. Occupational Therapy Asst.</u>	<u>Appendix D</u>	<u>Security Specialist</u>	<u>M</u>
<u>Department Receptionist</u>	<u>D</u>	<u>Security Technician</u>	<u>J</u>
<u>Educational Assistant - ELL</u>	<u>E</u>	<u>Senior Admin Secretary I</u>	<u>K</u>
<u>Educational Assistant - Gen Ed.</u>	<u>D</u>	<u>Senior Admin Secretary II</u>	<u>K</u>
<u>Electronic Publishing Tech.</u>	<u>K</u>	<u>Senior Clerk I</u>	<u>K</u>
<u>Finance Clerk</u>	<u>G</u>	<u>Senior Clerk II</u>	<u>G</u>
<u>HR Representative</u>	<u>J</u>	<u>Sign Language Interpreter</u>	<u>Appendix F</u>
<u>High School Bookkeeper</u>	<u>H</u>	<u>Special Ed. Assistant Trainer</u>	<u>K</u>
<u>High School Site Tech. Specialist</u>	<u>L</u>	<u>Special Ed. Records Clerk</u>	<u>H</u>
<u>High School Career Coordinator</u>	<u>N</u>	<u>Student Attendance Monitor</u>	<u>G</u>
<u>High School College Coordinator</u>	<u>N</u>	<u>Therapeutic Intervention Coach</u>	<u>Appendix C**</u>
<u>Instructional Technology Asst.</u>	<u>H</u>	<u>Training Coordinator - SPED</u>	<u>M</u>
<u>Industrial Tech Asst.</u>	<u>L</u>	<u>Transportation Route Scheduler</u>	<u>J</u>
<u>Integrated Curriculum Development</u>	<u>N</u>	<u>Translation & Interpretation Rep</u>	<u>Appendix 1</u>
<u>Library Assistant</u>	<u>H</u>	<u>Virtual Scholars Mentor</u>	<u>Appendix 1</u>
<u>Study Hall Monitor</u>	<u>Appendix 1</u>		

** classification grade level is under review

*** see School Administrative Assistant Mapping

School Administrative Assistant Mapping

<u>School Secretary - Elementary, Middle & High Schools</u>	<u>School Administrative Assistant II & III</u>
<u>Vice Principal Secretary - Elementary, Middle & High Schools</u>	<u>School Administrative Assistant II</u>
<u>Principal Secretary - Elementary, Middle & High Schools</u>	<u>School Administrative Assistant I</u>
<u>Project Assisant - Elementary, Middle & High Schools</u>	<u>School Administrative Assistant II & III</u>

APPENDIX B:

12 month (260 day) & 10 month (200 / 210 day)
hourly Salary Schedule

Effective 7/01/2019

Grade	C	D	E	F	G	H	I	J	K	L	M	N
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Step	—	—	—	—	—	—	—	—	—	—	—	—
1	14.59	15.23	16.00	16.59	17.26	17.89	18.56	19.22	19.87	18.98	22.81	28.37
	—	—	—	—	—	—	—	—	—	—	—	—
2	15.23	15.89	16.69	17.26	17.89	18.56	19.22	19.87	20.55	19.94	23.49	29.76
	—	—	—	—	—	—	—	—	—	—	—	—
3	15.89	16.59	17.42	17.89	18.56	19.22	19.87	20.55	21.20	20.99	24.20	30.92
	—	—	—	—	—	—	—	—	—	—	—	—
4	16.59	17.26	18.13	18.56	19.22	19.87	20.55	21.20	21.86	22.16	24.93	32.26
	—	—	—	—	—	—	—	—	—	—	—	—
5	17.26	17.89	18.79	19.22	19.87	20.55	21.20	21.86	22.53	23.25	25.67	33.68
	—	—	—	—	—	—	—	—	—	—	—	—
6	17.89	18.56	19.49	19.87	20.55	21.20	21.86	22.53	23.19	24.55	26.45	35.17
	—	—	—	—	—	—	—	—	—	—	—	—
7	18.56	19.22	20.19	20.55	21.20	21.86	22.53	23.19	23.89	25.69	27.23	36.71
	—	—	—	—	—	—	—	—	—	—	—	—
8	19.22	19.87	20.87	21.20	21.86	22.53	23.19	23.89	24.53	27.03	28.04	38.34

Effective 7/01/2020

Grade	C	D	E	F	G	H	I	J	K	L	M	N
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Step	—	—	—	—	—	—	—	—	—	—	—	—
1	15.03	15.69	16.48	17.09	17.78	18.43	19.12	19.80	20.47	19.55	23.50	29.23
	—	—	—	—	—	—	—	—	—	—	—	—
2	15.69	16.37	17.19	17.78	18.43	19.12	19.80	20.47	21.17	20.54	24.20	30.66
	—	—	—	—	—	—	—	—	—	—	—	—
3	16.37	17.09	17.95	18.43	19.12	19.80	20.47	21.17	21.84	21.62	24.93	31.85
	—	—	—	—	—	—	—	—	—	—	—	—
4	17.09	17.78	18.67	19.12	19.80	20.47	21.17	21.84	22.52	22.83	25.68	33.23
	—	—	—	—	—	—	—	—	—	—	—	—
5	17.78	18.43	19.36	19.80	20.47	21.17	21.84	22.52	23.21	23.95	26.45	34.70
	—	—	—	—	—	—	—	—	—	—	—	—
6	18.43	19.12	20.08	20.47	21.17	21.84	22.52	23.21	23.89	25.29	27.25	36.23
	—	—	—	—	—	—	—	—	—	—	—	—
7	19.12	19.80	20.79	21.17	21.84	22.52	23.21	23.89	24.61	26.47	28.05	37.82
	—	—	—	—	—	—	—	—	—	—	—	—
8	19.80	20.47	21.50	21.84	22.52	23.21	23.89	24.61	25.27	27.85	28.89	39.50

Effective 7/01/2021

<u>Grade</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>
<u>-</u>	<u>₪</u>											
<u>Step</u>												
<u>1</u>	<u>15.48</u>	<u>16.16</u>	<u>16.97</u>	<u>17.60</u>	<u>18.31</u>	<u>18.98</u>	<u>19.69</u>	<u>20.39</u>	<u>21.08</u>	<u>20.14</u>	<u>24.21</u>	<u>30.11</u>
<u>2</u>	<u>16.16</u>	<u>16.86</u>	<u>17.71</u>	<u>18.31</u>	<u>18.98</u>	<u>19.69</u>	<u>20.39</u>	<u>21.08</u>	<u>21.81</u>	<u>21.16</u>	<u>24.93</u>	<u>31.58</u>
<u>3</u>	<u>16.86</u>	<u>17.60</u>	<u>18.49</u>	<u>18.98</u>	<u>19.69</u>	<u>20.39</u>	<u>21.08</u>	<u>21.81</u>	<u>22.50</u>	<u>22.27</u>	<u>25.68</u>	<u>32.81</u>
<u>4</u>	<u>17.60</u>	<u>18.31</u>	<u>19.23</u>	<u>19.69</u>	<u>20.39</u>	<u>21.08</u>	<u>21.81</u>	<u>22.50</u>	<u>23.20</u>	<u>23.51</u>	<u>26.45</u>	<u>34.23</u>
<u>5</u>	<u>18.31</u>	<u>18.98</u>	<u>19.94</u>	<u>20.39</u>	<u>21.08</u>	<u>21.81</u>	<u>22.50</u>	<u>23.20</u>	<u>23.91</u>	<u>24.67</u>	<u>27.24</u>	<u>35.74</u>
<u>6</u>	<u>18.98</u>	<u>19.69</u>	<u>20.68</u>	<u>21.08</u>	<u>21.81</u>	<u>22.50</u>	<u>23.20</u>	<u>23.91</u>	<u>24.61</u>	<u>26.05</u>	<u>28.07</u>	<u>37.32</u>
<u>7</u>	<u>19.69</u>	<u>20.39</u>	<u>21.41</u>	<u>21.81</u>	<u>22.50</u>	<u>23.20</u>	<u>23.91</u>	<u>24.61</u>	<u>25.35</u>	<u>27.26</u>	<u>28.89</u>	<u>38.95</u>
<u>8</u>	<u>20.39</u>	<u>21.08</u>	<u>22.15</u>	<u>22.50</u>	<u>23.20</u>	<u>23.91</u>	<u>24.61</u>	<u>25.35</u>	<u>26.03</u>	<u>28.69</u>	<u>29.76</u>	<u>40.69</u>

Effective 7/01/2022

<u>Grade</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>
<u>-</u>	<u>₪</u>											
<u>Step</u>												
<u>1</u>	<u>15.94</u>	<u>16.64</u>	<u>17.48</u>	<u>18.13</u>	<u>18.86</u>	<u>19.55</u>	<u>20.28</u>	<u>21.00</u>	<u>21.71</u>	<u>20.74</u>	<u>24.94</u>	<u>31.01</u>
<u>2</u>	<u>16.64</u>	<u>17.37</u>	<u>18.24</u>	<u>18.86</u>	<u>19.55</u>	<u>20.28</u>	<u>21.00</u>	<u>21.71</u>	<u>22.46</u>	<u>21.79</u>	<u>25.68</u>	<u>32.53</u>
<u>3</u>	<u>17.37</u>	<u>18.13</u>	<u>19.04</u>	<u>19.55</u>	<u>20.28</u>	<u>21.00</u>	<u>21.71</u>	<u>22.46</u>	<u>23.18</u>	<u>22.94</u>	<u>26.45</u>	<u>33.79</u>
<u>4</u>	<u>18.13</u>	<u>18.86</u>	<u>19.81</u>	<u>20.28</u>	<u>21.00</u>	<u>21.71</u>	<u>22.46</u>	<u>23.18</u>	<u>23.90</u>	<u>24.22</u>	<u>27.24</u>	<u>35.26</u>
<u>5</u>	<u>18.86</u>	<u>19.55</u>	<u>20.54</u>	<u>21.00</u>	<u>21.71</u>	<u>22.46</u>	<u>23.18</u>	<u>23.90</u>	<u>24.63</u>	<u>25.41</u>	<u>28.06</u>	<u>36.81</u>
<u>6</u>	<u>19.55</u>	<u>20.28</u>	<u>21.30</u>	<u>21.71</u>	<u>22.46</u>	<u>23.18</u>	<u>23.90</u>	<u>24.63</u>	<u>25.35</u>	<u>26.83</u>	<u>28.91</u>	<u>38.44</u>
<u>7</u>	<u>20.28</u>	<u>21.00</u>	<u>22.05</u>	<u>22.46</u>	<u>23.18</u>	<u>23.90</u>	<u>24.63</u>	<u>25.35</u>	<u>26.11</u>	<u>28.08</u>	<u>29.76</u>	<u>40.12</u>
<u>8</u>	<u>21.00</u>	<u>21.71</u>	<u>22.81</u>	<u>23.18</u>	<u>23.90</u>	<u>24.63</u>	<u>25.35</u>	<u>26.11</u>	<u>26.81</u>	<u>29.55</u>	<u>30.65</u>	<u>41.91</u>

APPENDIX C

**Special Education Paraeducator
and
Therapeutic Intervention Coach Salary Schedule**

	STEP	7/1/2019 HOURLY	7/1/2020 HOURLY
Paraeducator	1	\$17.57	\$18.10
	2	\$18.29	\$18.84
	3	\$19.00	\$19.57
	4	\$19.73	\$20.33
	5	\$20.46	\$21.08
	6	\$21.19	\$21.83
	7	\$21.90	\$22.56
	8	\$22.62	\$23.30
	9	\$23.33	\$24.03

Therapeutic Intervention Coach	1	\$18.43	\$18.99
	2	\$19.19	\$19.77
	3	\$19.97	\$20.57
	4	\$20.72	\$21.35
	5	\$21.46	\$22.11
	6	\$22.23	\$22.90
	7	\$23.00	\$23.69
	8	\$23.77	\$24.49
	9	\$24.50	\$25.24

	STEP	<u>7/1/2021 HOURLY</u>	<u>7/1/2022 HOURLY</u>
<u>Paraeducator</u>	<u>1</u>	<u>18.64</u>	<u>19.20</u>
	<u>2</u>	<u>19.41</u>	<u>19.99</u>
-	<u>3</u>	<u>20.16</u>	<u>20.76</u>
	<u>4</u>	<u>20.94</u>	<u>21.57</u>
	<u>5</u>	<u>21.71</u>	<u>22.36</u>
	<u>6</u>	<u>22.48</u>	<u>23.15</u>
	<u>7</u>	<u>23.24</u>	<u>23.94</u>
	<u>8</u>	<u>24.00</u>	<u>24.72</u>
	<u>9</u>	<u>24.75</u>	<u>25.49</u>

<u>Therapeutic Intervention Coach</u>	<u>1</u>	<u>19.56</u>	<u>20.15</u>
	<u>2</u>	<u>20.36</u>	<u>20.97</u>
	<u>3</u>	<u>21.19</u>	<u>21.83</u>
	<u>4</u>	<u>21.99</u>	<u>22.65</u>
	<u>5</u>	<u>22.77</u>	<u>23.45</u>
	<u>6</u>	<u>23.59</u>	<u>24.30</u>
	<u>7</u>	<u>24.40</u>	<u>25.13</u>
	<u>8</u>	<u>25.22</u>	<u>25.98</u>
	<u>9</u>	<u>26.00</u>	<u>26.78</u>

<u>Therapeutic Intervention Coach – Pioneer</u>	<u>1</u>	<u>20.14</u>	<u>20.74</u>
	<u>2</u>	<u>21.16</u>	<u>21.79</u>
	<u>3</u>	<u>22.27</u>	<u>22.94</u>
	<u>4</u>	<u>23.51</u>	<u>24.22</u>
	<u>5</u>	<u>24.67</u>	<u>25.41</u>
	<u>6</u>	<u>26.05</u>	<u>26.83</u>
	<u>7</u>	<u>27.26</u>	<u>28.08</u>
	<u>8</u>	<u>28.69</u>	<u>29.55</u>
	<u>9</u>	<u>29.76</u>	<u>30.65</u>

APPENDIX D

Special Education PTA and COTA

Step	7/1/2019 Hourly Wage	7/1/2020 Hourly Wage
1	\$23.00	\$23.69
2	\$23.82	\$24.54
3	\$24.59	\$25.33
4	\$25.33	\$26.09
5	\$26.13	\$26.92
6	\$26.88	\$27.69
7	\$27.69	\$28.53
8	\$28.53	\$29.39

APPENDIX D

Special Education PTA and COTA

<u>Step</u>	<u>7/1/2021 Hourly Wage</u>	<u>7/1/2022 Hourly Wage</u>
<u>1</u>	<u>24.40</u>	<u>25.13</u>
<u>2</u>	<u>25.28</u>	<u>26.04</u>
<u>3</u>	<u>26.09</u>	<u>26.87</u>
<u>4</u>	<u>26.87</u>	<u>27.68</u>
<u>5</u>	<u>27.73</u>	<u>28.56</u>
<u>6</u>	<u>28.52</u>	<u>29.38</u>
<u>7</u>	<u>29.39</u>	<u>30.27</u>
<u>8</u>	<u>30.27</u>	<u>31.18</u>

~~Any COTA or PTA at step 6 for 3 years as of 6/30/2019 will receive a \$500 stipend on the November 30, 2019 paycheck. PPS will add steps 7 & 8 to the 2017-19 Appendix D pay scale as of 7/1/2019.~~

APPENDIX E

Assistive Technology Practitioner

Step	7/1/2019 Hourly Wage	7/1/2020 Hourly Wage
1	\$25.37	\$26.14
2	\$26.09	\$26.88
3	\$26.88	\$27.69
4	\$27.66	\$28.49
5	\$28.49	\$29.35
6	\$29.32	\$30.20

APPENDIX E

Assistive Technology Practitioner

<u>Step</u>	<u>7/1/2021 Hourly Wage</u>	<u>7/1/2022 Hourly Wage</u>
<u>1</u>	<u>26.92</u>	<u>27.73</u>
<u>2</u>	<u>27.69</u>	<u>28.52</u>
<u>3</u>	<u>28.52</u>	<u>29.38</u>
<u>4</u>	<u>29.34</u>	<u>30.22</u>
<u>5</u>	<u>30.23</u>	<u>31.14</u>
<u>6</u>	<u>31.11</u>	<u>32.04</u>

APPENDIX F

Sign Language Interpreter Salary Schedule

Grade	201	202	203
Effective 7/1/2019			
Step	EIPA AA/OC	EIPA BA/BS	RID-Certified
1	\$22.09	\$22.86	\$23.65
2	\$22.86	\$23.65	\$24.42
3	\$23.65	\$24.42	\$25.19
4	\$24.42	\$25.19	\$25.96
5	\$25.19	\$25.96	\$26.74
6	\$25.96	\$26.74	\$27.53
7	\$26.74	\$27.55	\$28.36
8	\$27.55	\$28.38	\$29.22

Effective 7/1/2020			
Step	EIPA AA/OC	EIPA BA/BS	RID-Certified
1	\$22.76	\$23.55	\$24.36
2	\$23.55	\$24.36	\$25.16
3	\$24.36	\$25.16	\$25.95
4	\$25.16	\$25.95	\$26.74
5	\$25.95	\$26.74	\$27.55
6	\$26.74	\$27.55	\$28.36
7	\$27.55	\$28.38	\$29.22
8	\$28.38	\$29.24	\$30.10

Effective 7/1/2021

<u>Step</u>	<u>EIPA AA</u> \$	<u>EIPA BA/BS</u> \$	<u>RID Certified*</u> \$	<u>Dual Credentialed**</u> \$
<u>1</u>	<u>23.44</u>	<u>24.26</u>	<u>25.09</u>	<u>25.91</u>
<u>2</u>	<u>24.26</u>	<u>25.09</u>	<u>25.91</u>	<u>26.73</u>
<u>3</u>	<u>25.09</u>	<u>25.91</u>	<u>26.73</u>	<u>27.54</u>
<u>4</u>	<u>25.91</u>	<u>26.73</u>	<u>27.54</u>	<u>28.38</u>
<u>5</u>	<u>26.73</u>	<u>27.54</u>	<u>28.38</u>	<u>29.21</u>
<u>6</u>	<u>27.54</u>	<u>28.38</u>	<u>29.21</u>	<u>30.10</u>
<u>7</u>	<u>28.38</u>	<u>29.23</u>	<u>30.10</u>	<u>31.00</u>
<u>8</u>	<u>29.23</u>	<u>30.12</u>	<u>31.00</u>	<u>31.93</u>

* RID certified member in good standing

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

Effective 7/1/2022

<u>Step</u>	<u>EIPA AA</u> \$	<u>EIPA BA/BS</u> \$	<u>RID Certified*</u> \$	<u>Dual Credentialed**</u> \$
<u>1</u>	<u>24.14</u>	<u>24.99</u>	<u>25.84</u>	<u>26.69</u>
<u>2</u>	<u>24.99</u>	<u>25.84</u>	<u>26.69</u>	<u>27.53</u>
<u>3</u>	<u>25.84</u>	<u>26.69</u>	<u>27.53</u>	<u>28.37</u>
<u>4</u>	<u>26.69</u>	<u>27.53</u>	<u>28.37</u>	<u>29.23</u>
<u>5</u>	<u>27.53</u>	<u>28.37</u>	<u>29.23</u>	<u>30.09</u>
<u>6</u>	<u>28.37</u>	<u>29.23</u>	<u>30.09</u>	<u>31.00</u>
<u>7</u>	<u>29.23</u>	<u>30.11</u>	<u>31.00</u>	<u>31.93</u>
<u>8</u>	<u>30.11</u>	<u>31.02</u>	<u>31.93</u>	<u>32.89</u>

APPENDIX 1

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

Effective 7/1/2019

Base

STEP	Hourly	Annual
1	\$17.63	\$27,080
2	\$18.14	\$27,863
3	\$18.69	\$28,708
4	\$19.19	\$29,476
5	\$19.73	\$30,305
6	\$20.27	\$31,135
7	\$20.79	\$31,933
8	\$21.33	\$32,763
LONGEVITY	\$22.14	\$34,007

Effective 7/1/2020

Base

STEP	Hourly	Annual
1	\$18.16	\$27,894
2	\$18.69	\$28,708
3	\$19.26	\$29,583
4	\$19.77	\$30,367
5	\$20.33	\$31,227
6	\$20.88	\$32,072
7	\$21.42	\$32,901
8	\$21.97	\$33,746
LONGEVITY	\$22.81	\$35,036

APPENDIX 1

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

Effective 7/1/2021

Base

<u>STEP</u>	<u>Hourly \$</u>	<u>Annual \$</u>
<u>1</u>	<u>18.70</u>	<u>28,723.20</u>
<u>2</u>	<u>19.25</u>	<u>29,568.00</u>
<u>3</u>	<u>19.84</u>	<u>30,474.24</u>
<u>4</u>	<u>20.36</u>	<u>31,272.96</u>
<u>5</u>	<u>20.94</u>	<u>32,163.84</u>
<u>6</u>	<u>21.51</u>	<u>33,039.36</u>
<u>7</u>	<u>22.06</u>	<u>33,884.16</u>
<u>8</u>	<u>22.63</u>	<u>34,759.68</u>
<u>LONGEVITY</u>	<u>23.49</u>	<u>36,080.64</u>

Effective 7/1/2022

Base

<u>STEP</u>	<u>Hourly \$</u>	<u>Annual \$</u>
<u>1</u>	<u>19.26</u>	<u>29,583.36</u>
<u>2</u>	<u>19.83</u>	<u>30,458.88</u>
<u>3</u>	<u>20.44</u>	<u>31,395.84</u>
<u>4</u>	<u>20.97</u>	<u>32,209.92</u>
<u>5</u>	<u>21.57</u>	<u>33,131.52</u>
<u>6</u>	<u>22.16</u>	<u>34,037.76</u>
<u>7</u>	<u>22.72</u>	<u>34,897.92</u>
<u>8</u>	<u>23.31</u>	<u>35,804.16</u>
<u>LONGEVITY</u>	<u>24.19</u>	<u>37,155.84</u>

After three (3) years at the eighth (8th) step, an employee shall move to the longevity (LG) pay step.

~~Community Agents and Campus Security Agents who complete fifteen (15) hours off-duty of related inservice training shall receive a Two Hundred Sixty Five Dollars (\$265) stipend.~~

~~Verification of the completion of such inservice training must be on file with the Human Resources Department. In order to receive the stipend, a Community Agent or Campus Security Agent must, by October 31st, provide the Human Resources Department with proof of the inservice training taken. If proof is received by October 31st, the payment shall be included in the November paycheck.~~

~~Community Agents and Campus Security Agents, with approval of their supervisors, may arrange their daily work schedules so that time required for designated evening duties, such as home visitations, and other community related activities, fall within the regular eight (8) hour workday. When a Community Agent is required to visit a student's home after normal school hours, the District will provide a cell phone for check out during the home visit. Campus Security Agents will be provided with the necessary equipment as required by the supervisor to perform their duties and responsibilities.~~

- ~~1. Community Agents and Campus Security Agents shall be entitled to two (2) professional leave days per year. Such days may be used only for attendance at conferences, workshops, seminars, etc., which are directly related to the employee's assignment with the District. Such leave must be approved by the employee's supervisor.~~
- ~~2. In the absence of specific program or skill requirements, any reduction in work hours shall be done based upon seniority.~~
- ~~3. The District shall provide inservice training for Campus Security Agents.~~
- ~~4. The District will provide training to all Campus Security Agents in blood borne pathogens and first aid within sixty (60) days of their first day of employment as Campus Security Agents.~~
- ~~5. The District shall be responsible for recertification costs for Campus Security Agents.~~
- ~~6. Campus Security Agents' will receive a 10% increase to their hourly rate for those hours spent working as a Field Training Officer/Lead.~~

APPENDIX 2:

Physical and Occupational Therapists

192-days

4.2. Initial Salary Placement: Physical Therapists (PT) or Occupational Therapists (OT) hired after February 1, 2018 will be placed on the salary schedule according to the degree earned (BA/BS, MA/MS or Doctorate) and experience according to the following schedule:

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

Years of part-time experience will be counted as one-half a year under this Section. Part-time will be considered at least 20 hours per week (.5 FTE).

2.3. The workday for Physical and Occupational Therapists shall be eight (8) hours including a minimum of thirty (30) minute duty-free lunch. Physical and Occupational Therapists are salaried, exempt employees, the overtime provisions of Article 16 do not apply.

3.4. The District shall reimburse Physical and Occupational Therapists for tuition cost for up to six (6) non-cumulative hours in a 12-month period for which graduate credit is granted by a college or university. Reimbursement will be for actual cost of tuition but not to exceed the tuition rate for graduate courses at Portland State University. Evidence of a passing grade must be provided to the District in order to receive reimbursement. In the event that appropriate coursework is not available through a graduate/ undergraduate program, these funds may be utilized for tuition, registration, or enrollment fees for seminars, workshops, or other related professional conferences if approved by the supervisor. Except for tuition, the District shall make direct payment, if agreeable by the provider, following receipt of attendance confirmation.

4.5. Physical and Occupational Therapists shall be entitled to two (2) accumulative professional leave days per year, but the employee may not use more than four (4) such days per year. Such days may be used only for attendance at conferences, workshops, seminars, etc., which are directly related to the employee's assignment with the District. Such leave must be approved by the employee's supervisor.

5.6. A Professional Improvement Fund as identified in Article 14 shall be available to Physical and Occupational Therapists for the purpose of attending conferences, seminars, and workshops related to the employee's work assignment. Tuition, registration or enrollment fees may be reimbursed as per paragraph 2 above. The group may submit its recommendations as to how the funds shall be distributed among the employees. Use of funds must have prior approval by the District.

6.7. Prior to the end of the school year, the District shall provide Physical and Occupational Therapists with the opportunity to consult with the administration regarding assignments for the subsequent year. Prior to a substantial modification of an assignment, i.e., relocation, the administration shall meet with the affected employee(s) to discuss the modification. In the case of involuntary transfer, absent specific program or skill requirements, the least senior employee shall be transferred. Upon request of an employee, the supervisor shall meet and consult regarding caseload and/or course load assignments.

7.8. Physical and Occupational Therapists who write IEPs shall be provided thirty-two (32) hours of released time, per year, for that purpose. An Occupational Therapist or Physical Therapist who attends an IEP meeting outside of their work day shall be paid at their hourly rate of pay for the duration of the meeting.

8.9. Early retirement incentive payments provided to teachers by the District shall also be provided to Physical and Occupational Therapists.

9.10. Individuals on the BA column who earn 60 additional job related credits must submit official transcripts to HR for advancement to the MA salary column. For individuals with professional licenses, CEUs may be substituted for college credit at ten (10) clock hours of CEUs to one (1) quarter hour of college credit. Salary adjustments will be made effective the first day of the following pay period.

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

Physical and Occupational Therapists Salary Schedule

Effective 7/01/2019

Step	BA	MA	DPT/OTD
1	\$ 50,649.00	\$ 60,401.00	\$ 63,421.00
2	\$ 52,374.00	\$ 62,458.00	\$ 65,582.00
3	\$ 54,156.00	\$ 64,579.00	\$ 67,810.00
4	\$ 55,996.00	\$ 66,775.00	\$ 70,115.00
5	\$ 57,899.00	\$ 69,047.00	\$ 72,500.00
6	\$ 61,165.00	\$ 72,690.00	\$ 76,325.00
7	\$ 62,389.00	\$ 74,144.00	\$ 77,851.00
8	\$ 65,135.00	\$ 77,419.00	\$ 81,292.00
9	\$ 68,010.00	\$ 80,849.00	\$ 84,892.00
10	\$ 71,008.00	\$ 84,424.00	\$ 88,647.00
11	\$ 74,133.00	\$ 88,140.00	\$ 92,548.00
12	\$ 77,395.00	\$ 92,019.00	\$ 96,620.00
13	\$ 80,801.00	\$ 96,068.00	\$ 100,872.00

Effective 7/01/2020

Step	BA	MA	DPT/OTD
1	\$ 52,169.00	\$ 62,214.00	\$ 65,324.00
2	\$ 53,946.00	\$ 64,332.00	\$ 67,550.00
3	\$ 55,781.00	\$ 66,517.00	\$ 69,845.00
4	\$ 57,676.00	\$ 68,779.00	\$ 72,219.00
5	\$ 59,636.00	\$ 71,119.00	\$ 74,675.00
6	\$ 61,663.00	\$ 73,536.00	\$ 77,212.00
7	\$ 64,377.00	\$ 76,772.00	\$ 80,610.00
8	\$ 67,210.00	\$ 80,150.00	\$ 84,157.00
9	\$ 70,168.00	\$ 83,677.00	\$ 87,860.00
10	\$ 73,256.00	\$ 87,359.00	\$ 91,726.00
11	\$ 76,480.00	\$ 91,203.00	\$ 95,762.00
12	\$ 79,846.00	\$ 95,216.00	\$ 99,976.00
13	\$ 83,360.00	\$ 99,406.00	\$ 104,375.00

Effective 7/01/2021

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>DPT/OTD</u>
<u>1</u>	<u>\$53,734.00</u>	<u>\$64,080.00</u>	<u>\$67,284.00</u>
<u>2</u>	<u>\$55,564.00</u>	<u>\$66,262.00</u>	<u>\$69,577.00</u>
<u>3</u>	<u>\$57,454.00</u>	<u>\$68,513.00</u>	<u>\$71,940.00</u>
<u>4</u>	<u>\$59,406.00</u>	<u>\$70,842.00</u>	<u>\$74,386.00</u>
<u>5</u>	<u>\$61,425.00</u>	<u>\$73,253.00</u>	<u>\$76,915.00</u>
<u>6</u>	<u>\$63,513.00</u>	<u>\$75,742.00</u>	<u>\$79,528.00</u>
<u>7</u>	<u>\$66,308.00</u>	<u>\$79,075.00</u>	<u>\$83,028.00</u>
<u>8</u>	<u>\$69,226.00</u>	<u>\$82,555.00</u>	<u>\$86,682.00</u>
<u>9</u>	<u>\$72,273.00</u>	<u>\$86,187.00</u>	<u>\$90,496.00</u>
<u>10</u>	<u>\$75,454.00</u>	<u>\$89,980.00</u>	<u>\$94,478.00</u>
<u>11</u>	<u>\$78,774.00</u>	<u>\$93,939.00</u>	<u>\$98,635.00</u>
<u>12</u>	<u>\$82,241.00</u>	<u>\$98,072.00</u>	<u>\$102,975.00</u>
<u>13</u>	<u>\$85,861.00</u>	<u>\$102,388.00</u>	<u>\$107,506.00</u>

Effective 7/01/2022

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>DPT/OTD</u>
<u>1</u>	<u>\$55,346.00</u>	<u>\$66,002.00</u>	<u>\$69,303.00</u>
<u>2</u>	<u>\$57,231.00</u>	<u>\$68,250.00</u>	<u>\$71,664.00</u>
<u>3</u>	<u>\$59,178.00</u>	<u>\$70,758.00</u>	<u>\$74,098.00</u>
<u>4</u>	<u>\$61,188.00</u>	<u>\$72,967.00</u>	<u>\$76,618.00</u>
<u>5</u>	<u>\$63,268.00</u>	<u>\$75,451.00</u>	<u>\$79,222.00</u>
<u>6</u>	<u>\$65,418.00</u>	<u>\$78,014.00</u>	<u>\$81,914.00</u>
<u>7</u>	<u>\$68,297.00</u>	<u>\$81,447.00</u>	<u>\$85,519.00</u>
<u>8</u>	<u>\$71,303.00</u>	<u>\$85,032.00</u>	<u>\$89,282.00</u>
<u>9</u>	<u>\$74,441.00</u>	<u>\$88,773.00</u>	<u>\$93,211.00</u>
<u>10</u>	<u>\$77,718.00</u>	<u>\$92,679.00</u>	<u>\$97,312.00</u>
<u>11</u>	<u>\$81,137.00</u>	<u>\$96,757.00</u>	<u>\$101,594.00</u>
<u>12</u>	<u>\$84,708.00</u>	<u>\$101,014.00</u>	<u>\$106,064.00</u>
<u>13</u>	<u>\$88,437.00</u>	<u>\$105,460.00</u>	<u>\$110,731.00</u>

~~* Please note: 2019-20 pay scale reflects a correction to a misprint in the contract rates (2017-18) and a levelling of Step 5 & 6 in 2021.~~

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

SIGNATURE PAGE

FOR PORTLAND SCHOOL DISTRICT NO. 1, MULTNOMAH COUNTY, OREGON by:

Guadalupe Guerrero
Superintendent

PORTLAND FEDERATION OF SCHOOL PROFESSIONALS (PFSP), by:

~~Belinda Reagan~~ Michelle Batten
President

~~John MacDuffee~~ Elizabeth Held
~~Treasurer~~ Team Member

~~Michelle Batten~~ John MacDuffee
PFSP Field Representative

~~Norma Lawson~~ Amy Ransom
~~Secretary~~ Team Member

~~Michele Catena~~ Heather Mahoney
~~Team Member~~ Team Member

~~Michael Fried~~
~~Team Member~~

~~Glenn Johndahl~~
~~Team Member~~

Tammy Adams
Team Member

Frank Acosta
Team Member

Memorandum of Agreement

between

~~Multnomah County School District #1J (the District)~~

and

~~Portland Federation of School Professionals (PFSP)~~

~~The District will continue to fill overtime positions for Campus Security Agents by first soliciting volunteers to work available overtime.~~

~~The District will apply the following procedure when necessary to assign mandatory overtime in non-emergency situations due an insufficient number of volunteers:~~

- ~~1. All Campus Security Agents will be ranked on an overtime list in order by seniority with the most senior Campus Security Agent being at the top of the list, and the newest Campus Security Agent being at the bottom of the list at the start of each school year.~~
 - ~~a. Seniority will be determined by the number of years each Campus Security Agent has been a Campus Security Agent.~~
 - ~~b. The overtime list will be a rolling list. Once a Campus Security Agent completes an assigned overtime shift, they will be placed at the top of the overtime list.~~
 - ~~c. Campus Security Agents who are hired during the school year will be placed on the bottom of the overtime list once they have been hired.~~
- ~~2. Overtime will be assigned beginning at the bottom of the overtime list.~~
 - ~~a. If the person on the bottom of the list has already volunteered to work the event or is otherwise working for PPS at the time of the assignment, then the next higher person on the overtime list will be selected. The Campus Security Agent at the bottom of the list will remain at the bottom of the overtime list for the next time the list is used.~~
- ~~3. Campus Security Agents assigned overtime will be compensated for a minimum of four (4) hours at the overtime rate. This provision only applies to overtime of a call-back nature.~~

- ~~4. Campus Security Agents will be notified via District Email as soon as possible once selected for assigned overtime from the overtime list and at least 48 hours from the start of the overtime shift, unless a bona fide exigency prevents such notice. If a Campus Security Agent is required to work an assigned overtime shift with less than 48 hours' notice, the Campus Security Agent will be paid an hourly rate equal to two times their normal hourly rate.~~

- ~~5. A Campus Security Agent(s) may request to be excused from a specific overtime assignment based on a significant hardship. The District Security Director or Security Manager will review a request based on significant hardship on a case by case basis. If the request is granted, the Campus Security Agent will remain at the bottom of the list for the next overtime opportunity.~~

- ~~6. If the Campus Security Agent does not report for the assignment, they could be subject to discipline depending on the totality of circumstances and would remain at the bottom of the rolling seniority list to be assigned to the next occurrence.~~

- ~~7. Once the Campus Security Agent completes the assigned overtime shift, the Campus Security Agent is placed at the top of the rolling seniority list by order of seniority.~~

For the District _____

For PFSP _____

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT

between

Portland Public Schools
and
Portland Federation of School Professionals

Background:

~~During bargaining in Spring 2019, PPS and PFSP reached agreement that a limited number of classifications warranted additional review to implement the Oregon Equal Pay Act.~~

Agreement:

- ~~1) The District and PFSP will form a committee to develop the review process.~~
- ~~2) The committee will consist of no more than three PPS and three PFSP members~~
- ~~3) The District and PFSP agree the following position will be included:
 - ~~i) Special Ed Records Clerk~~
 - ~~ii) VP Secretary~~
 - ~~iii) School Secretary~~
 - ~~iv) Book Keeper~~
 - ~~v) Book Clerk~~
 - ~~vi) Principal Secretary HS~~
 - ~~vii) Project Assistant~~~~
- ~~4) The District and PFSP can each add one position to the list for review, and a tenth position may be added to the list by mutual agreement.~~
- ~~5) The committee will draft the review process that will include at a minimum, an interview of at least one employee and the supervisor in each classification, job descriptions reviews and subject matter expert input as needed.~~
- ~~6) The committee will forward recommendations to the Senior Director of Labor Relations.~~
- ~~7) Within three months of the execution of this Agreement, the District and PFSP will form the committee and meet.~~

Signed for PFSP

Signed for PPS

Date: ___ / ___ / ___

Date: ___ / ___ / ___

MEMORANDUM OF AGREEMENT

Between

Portland Public Schools

And

Portland Federation of School Professionals

Background

During collective bargaining in Summer 2021, PPS and PFSP reached agreement that school-based secretarial and project staff will map into the newly created Job Family of: School Administrative Assistant, Levels I, II and III.

Agreement:

School Administrative Assistant I will comprise of former Principal Secretaries at all levels. In determining School Administrative Assistant II and III, the parties agree that the District will conduct a comprehensive review of the school secretarial and project positions within each school building to determine the most appropriate initial level of mapping to the School Administrative Assistant positions. The initial mapping to the new positions will be completed no later than the first day back to work following Winter Break and will be retroactively applied from July 1, 2021.

All other modifications to School Administrative pay grades that are agreed to as a part of the current bargain, will be retroactively applied from July 1, 2021.

Signed for PFSP

Signed for PPS

Date: / /

Date: / /

MEMORANDUM OF AGREEMENT

Between

Portland Public Schools

And

Portland Federation of School Professionals

Background

During bargaining in Summer 2021, PPS and PFSP reached agreement that under Article 26: Reduction of Staff, for the period of two years beginning with the staffing process commencing Spring 2022 for the 2022-2023 school year, the following would apply to Comprehensive Improvement Schools (CSI) schools as designated by the Oregon Department of Education (ODE):

EXCEPTION TO BUMPING AND PLACEMENTS – CSI SCHOOLS:

Employees in the following classifications at schools designated by the Oregon Department of Education (ODE) as Comprehensive School Improvements (CSI) are exempt from bumping. Vacancies at such schools are not subject to placements of unassigned employees nor are they subject to employees with recall rights unless mutually agreed by the employee, Administrator, and the District: School Administrative Assistant, Community Agent, Campus Safety Associate, and Therapeutic Intervention Coach (TIC).

This Exception shall be reviewed Spring of 2024 for staffing the following school year, and if mutually agreed upon, shall continue.

Signed for PFSP _____

Signed for PPS _____

Date: ____ / ____ / ____

Date: ____ / ____ / ____

MEMORANDUM OF AGREEMENT

Between

Portland Public Schools

And

Portland Federation of School Professionals

Background

During bargaining in Summer 2021, PPS and PFSP reached agreement that a limited number of classifications warranted additional review.

Agreement:

Beginning 60 days following the ratification of this contract, the parties agree:

1. To form a committee that will consist of no more than three PPS and three PFSP members

2. The District and PFSP agree that the following positions will be included:
 - a. Transportation Route Scheduler – review to begin at the end of July 2021
 - b. Therapeutic Intervention Coaches

3. The review process will include at a minimum, an interview of at least one employee and the supervisor in each classification, job description reviews and subject matter expert input as needed.

4. The review for Transportation Route Schedulers will be completed by February 28, 2022, and the review for Therapeutic Intervention Coaches will be completed by December 31, 2021, unless extended by mutual agreement.

Signed for PFSP

Signed for PPS

Date: / /

Date: / /

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Health & Safety Checks Audit Results

**Presentation from the Office of Internal Performance Audit
to the PPS Board of Education**

August 10, 2021

**Janise Hansen, CIA
Sr. Internal Performance Auditor**



Background

The Health & Safety Checks Audit was included in the Office of Internal Performance Audit (OIPA) 2020-21 Audit Plan approved by the Portland Public Schools (PPS) Board of Education via Resolution 6198 on October 20, 2020.





Audit Objective

The objective of the Health & Safety Checks Audit was to determine whether school buildings, where student participated in in-person instruction during the 2020-21 school year, were compliant with their building safety plans called the School Site Reopening Plan.

The audit did not determine the adequacy of the plan, it only determined compliance with the School Site Reopening Plan.





Audit Scope

The audit scope included school buildings where students participated in in-person instruction during the 2020-2021 school year.





Communication

- OIPA notified the school building administration via email that their schools had been selected for tours. Typically the email was sent out on Wednesday or Thursday stating the tour would take place the following week. The exact date and time of the tour was not provided.
- OIPA provided a verbal debriefing to school building administrators immediately following the tour to discuss any items of concern identified during the tour. This provided school building administrators timely feedback and the opportunity to immediately address any concerns.
- Written results of the tours were emailed to school building administration along with a central office administration team timely; typically within two business days.
- OIPA participated in weekly status update meeting with the central office administration team to discuss and address concerns identified in the tours.





Checklist and Building Tours

- OIPA utilized the school building's School Site Reopening Plan and the PPS COVID-19 Health and Safety Standard Operating Procedures (SOPs) to create a checklist to test for compliance.
- OIPA toured 41 of 97 school buildings (42 percent). We prioritized the selection of school buildings identified as Title 1, Targeted Supports & Interventions (TSI), and/or Comprehensive Supports & Interventions (CSI).





Audit Conclusion

Based on the results of the audit overall, we found the school buildings, where students participated in in-person instruction during the 2020-21 school year, were compliant with their School Site Reopening Plans. Further, as public health guidelines continue to be updated, it appears the school district has created a process through its internal Health and Safety Team to update applicable SOPs and efficiently and effectively disseminate updated guidance to impacted stakeholders.





PPS Administration Response to the Health & Safety Audit Report

- PPS Board Policy 1.60.040 – District Performance Auditing requires OIPA to provide the draft report to PPS Administration for a response.
- The responsible manager must respond in writing specifying agreement with audit findings and/or recommendations, plans for implementing solutions to issues identified, and a timetable to complete such activities.
- The response is then included in the final audit report.
- OIPA provided a draft of the Health & Safety Checks Audit report to PPS Administration however the report did not include any audit findings or recommendations. As a result, no response from PPS Administration was required.



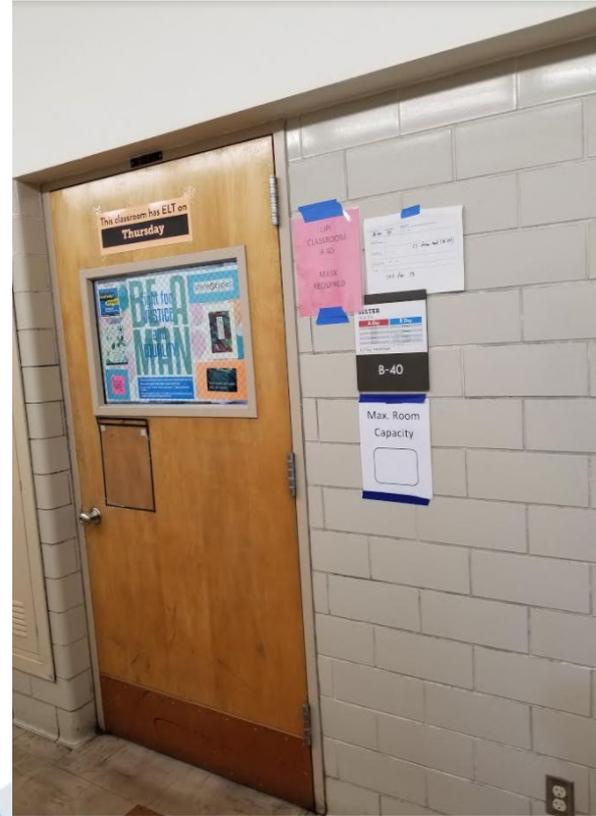
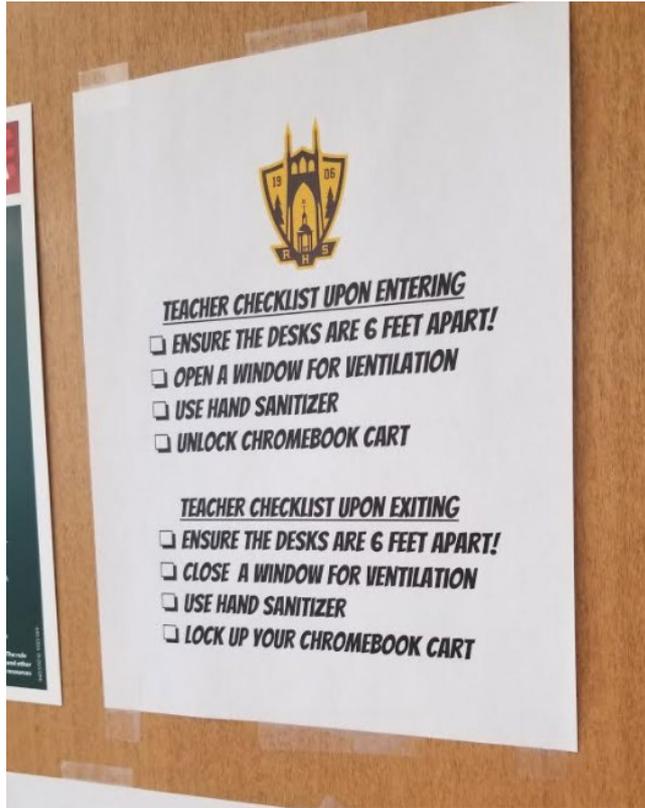
Photos

The following three slides contain photos taken by OIPA of different school buildings.











Thank you!

We extend our appreciation to the building administrators, staff, and custodians who welcomed us for the tours of the buildings. Additionally, we appreciate the central administration team who supported the audit; specifically, the Audit Liaison, Juniper Painton-Straub, Project Manager in the Office of Student Support Services who was incredibly responsive to our request for information and documentation needed to complete the audit. Juniper was also willing to collaborate and provide us feedback that added value throughout the audit.





Congratulations to all PPS employees who worked countless hours to implement health and safety processes and protocols necessary to re-open schools for hybrid in-person instruction.

The Health and Safety Audit Report with no findings or recommendations is a reflection of your hard work and dedication!





The Office of Internal Performance Audit

Internal Audit Report

Health & Safety Checks Audit

August, 2021

**Internal Performance Audit Report
Health & Safety Checks Audit**

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**Internal Performance Audit Report
Health & Safety Checks Audit**

Letter of Transmittal

August 8, 2021

Portland Public Schools
Board of Education
501 North Dixon Street
Portland, OR 97227

The Office of Internal Performance Audit has completed the Health & Safety Checks Audit. The Health & Safety Checks Audit was included in the OIPA 2020-21 Audit Plan approved by the Portland Public Schools (PPS) Board of Education via Resolution 6198 on October 20, 2020.

The objective of the Health & Safety Checks Audit was to determine whether PPS school buildings, where students participated in in-person instruction during the 2020-21 school year, complied with the building's safety plan (called the School Site Reopening Plan) put in place due to the coronavirus pandemic. The audit did not determine the adequacy of the building safety plans; it only determined compliance with each School Site Reopening Plan.

To achieve the audit objectives, we performed tours of 41 of the school district's 97 (42 percent) buildings where students participated in in-person instruction. During the tours, we were able to visually confirm compliance.

Auditing standards require that we obtain sufficient, and appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objective. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objective.

Based on the results of the audit, overall the school district's buildings where students participated in in-person instruction during the 2020-21 school year, were compliant with each of the building's School Site Reopening Plan.

We extend our appreciation to the building administrators, staff, and custodians who welcomed us for the tours of the buildings. Additionally, we appreciate the central administration team who supported the audit; specifically, the Audit Liaison, Juniper Painton-Straub, Project Manager in the Office of Student Support Services who was incredibly responsive to our request for information and documentation needed to complete the audit. Juniper was also willing to collaborate and provide us feedback that added value throughout the audit.

We look forward to discussing the report with you at an upcoming PPS Board of Education meeting. Thank you for your ongoing support of the Office of Internal Performance Auditing.

Janise Hansen

Janise Hansen, CIA
Senior Internal Performance Auditor

Marry Catherine Moore

Mary Catherine Moore
Internal Performance Auditor



Internal Performance Audit Report Health & Safety Checks Audit

Health & Safety Checks Audit Report

Background Information

In response to the COVID-19 coronavirus pandemic, PPS began the 2020-21 school year online using a new comprehensive distance learning model. In late 2020/early 2021 PPS started to offer in-person instruction utilizing limited in-person instruction (LIPI) model of instruction at a limited number of schools; which was subsequently expanded to all schools. Beginning the week of March 29, 2021 PPS opened classrooms to hybrid in-person instruction for K-5 students and students in grades 6-12 during the week of April 19, 2021, which replaced LIPI.

To safely open classrooms for either LIPI or hybrid in-person instruction, each school building was required to create a School Site Reopening Plan detailing school specific health and safety plans, protocols, and procedures.

To ensure School Site Reopening Plans included necessary and required health and safety precautions, PPS central administration staff created a set of COVID-19 Health and Safety Standard Operating Procedures (SOPs) to guide building administrators in the creation of the School Site Reopening Plans. The SOPs were created to help meet the health and safety requirements set forth by federal, state, county health, and other safety guidelines including, Oregon Department of Education (ODE), Oregon Health Authority (OHA), Oregon Occupational Safety and Health Administration. The SOPs describe how to perform activities within the required health and safety parameters and outline actions to take under circumstances that were frequently changing. The SOPs aim to achieve consistency, efficiency, and universal safety protocols across the school district.

The PPS Board of Education approved the Office of Internal Performance Audit's 2020-21 Audit Plan via Resolution 6198. The Audit Plan included the Health & Safety Checks Audit.

Roles and Responsibilities

PPS administration has the primary responsibility to establish, implement, and monitor internal controls. Internal Audit's function is to assess and test those controls in order to provide reasonable assurance that the controls are adequate and operating effectively. We conducted this performance audit in accordance with Generally Accepted Government Auditing Standards (GAGAS, aka Yellow Book). Those standards require that we plan and perform the audit to obtain sufficient, and appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objective. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objective.

Audit Objective

The objective of the Health & Safety Checks Audit was to determine whether school buildings, where students participated in in-person instruction during the 2020-21 school year, were compliant with their building safety plans called School Site Reopening Plans.

Scope of the Audit

School buildings where LIPI or hybrid in-person instruction was provided to students during the 2020-21 school year.



Internal Performance Audit Report Health & Safety Checks Audit

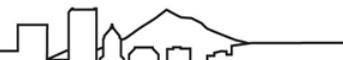
Audit Approach and Methodology

To achieve the audit objective, we performed the following procedures:

- Reviewed the following PPS COVID-19 Health and Safety SOPs:
 - Bus/School Entry Screening
 - Hand Hygiene and Respiratory Etiquette
 - Cleaning and Disinfecting Schools
 - Clean/Disinfect Vehicles
 - Technology
 - Contract Tracing
 - Stay Home
 - Symptomatic Student Response
 - Loading/Unloading Bus and Vehicles
 - Personal Protection Equipment (PPE)
 - Physical Distancing
 - Restroom Use
 - Visitors/Volunteers
 - Cohorting Process
 - Public Health Communication
 - Emergency Drills/Procedures
 - Table Washing
 - Ventilation
 - Purchasing and Distribution
 - Cleaning Response to COVID-19 Case
 - Emergency Response Framework
 - Communication Protocol
 - Student Adherence to Safety Protocols
 - Symptom Space
- Planned the audit in cooperation with the Office of School Performance and the Facilities Department to ensure that we understood the PPS COVID-19 Health and Safety SOPs and related processes and procedures.
- Drew on criteria from the ODE and OHA's Ready School, Safe Learners Resiliency Framework for the 2021-22 School Year.
- Reviewed meeting agendas and meeting notes from meeting with the PPS Health Advisory Panel.
- Interviewed various school district staff members including building administrators, staff, custodians, teachers, and bus drivers.
- Utilized the school building's School Site Reopening Plan to create a checklist to test for compliance. The checklist template is included in Appendix C.
- Obtained input and feedback from members of the District Student Council.
- Toured 41 of 97 school buildings (42 percent). The complete list of school buildings toured is included in Appendix A.
- We prioritized the selection of school buildings identified as Title 1, Targeted Supports & Interventions (TSI)¹, and/or Comprehensive Supports & Interventions (CSI)².
- Provided a verbal debriefing to school building administrators immediately following the tour to discuss any items of concern identified during the tour. This provided school building administrators timely feedback and the opportunity to immediately address any concerns.
- Participated in weekly status update meeting with a central office administration team to discuss and address concerns identified in the tours.
- At the request of the central office administration team, we also reviewed evidence that items identified in the tours had been addressed and resolved. See details in the Additional Information - Follow Up on Tour Results section below.

¹ Targeted Supports & Interventions – Any school with a specific group of students with a Level 1 in at least half of the rated indicators, which include the four-year graduation rate and five-year completer rate.

² Comprehensive Supports & Interventions – Any Title 1 school with Level 1 in at least half of the rated indicators and any high school with a four-year graduation rate below 67%.



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- Provided written results of each tour to school building administrators and the central administration team timely; typically, within two business days.
- Performed tests and analysis of the objective areas to support our conclusion.

Conclusion

Based on the results of the audit overall, we found the school buildings, where students participated in in-person instruction during the 2020-21 school year, were compliant with their School Site Reopening Plans. Further, as public health guidelines continue to be updated, it appears the school district has created a process through its internal Health and Safety Team to update applicable SOPs and efficiently and effectively disseminate updated guidance to impacted stakeholders.

Additional Information

Continued Changes to Health and Safety Guidelines

The school district created an internal Health and Safety Team that meets weekly to review current health and safety practices as well as any updates to health and safety guidelines. The Health and Safety Team includes members of the Executive Leadership Team, Human Resources, Risk Management, Student Services, Security Services, and Operations. The internal Health and Safety Team also reviews and updates the PPS COVID-19 Health and Safety SOPs as needed.

The school district also continues to meet weekly with the PPS Health Advisory Panel. The purpose of the PPS Health Advisory Panel is to consult and provide expert, up-to-date information to PPS leaders on the health and safety of students, staff, and community related to the pandemic. This may include advice on procedures, protocols, training, and operational decisions in alignment with public health authority guidelines and informed by the most recent information and studies on COVID-19. A list of the PPS Health Advisory Panel members is included in Appendix B.

In addition to the consulting with the PPS Health Advisory Panel, throughout the pandemic, the school district has remained in contact and collaboration with multiple public health and governmental agencies, including Governor Brown's office, the OHA, ODE, Multnomah County, and the Oregon Health and Science University (OHSU).

With the school district's continued commitment to consulting and collaborating with public health and governmental agencies, as well as the PPS Health Advisory Panel it appears the school district is able to adjust health and safety practices, and protocols based on continued changes to health and safety guidelines. Further, it appears the school district has created a process through its internal Health and Safety Team to update applicable SOPs and efficiently and effectively discriminate updated guidance to impacted stakeholders.

Tour Results

As noted in our conclusion, overall we found the school district's buildings were compliant with their School Site Reopening Plans. Further, tours did not identify any noncompliance that would be considered significant.

Below, we listed several examples of non-significant items that were identified in the tours:

- While air filtration units were present in each classrooms and symptom space area, we noted instances where the air filtration unit was not turned on. At our request, the air



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filtration units were immediately turned on and building staff stated they would be sure to turn them on each day moving forward.

- We noted two instances where a nurse or school health assistant (SHA) was not onsite while students were participating in in-person instruction. We noted a SHA was scheduled to be onsite; however, the SHA was sick and no backup was available to cover. The central administration team stated SHA's are employees of Multnomah Education Service District (MESD) and they have been in communication with MESD who is working to fill SHA positions to support PPS' needs.
- We noted instances where the max capacity for the classroom space was not posted. We confirmed the max capacity for the classroom space was not exceeded and subsequently confirmed the max capacity for the classroom spaces was posted.

Follow Up on Tour Results

Although items identified during the tours were not significant, at the request of the school district central administration team, we also reviewed evidence that items identified in the tours were addressed and resolved. For example, if the building administrators provided a picture of the max capacity sign that had been posted for the classroom spaces where they were missing, we considered that item to be resolved.

Due to the unique nature of this audit, we agree with the central administration team that reviewing evidence that items identified in the tours were resolved as the audit progressed, was a better approach than waiting until all the audit tours had been completed. Due to the collaborative approach taken by the central administration team, and timely responses from building administrators, we obtained evidence that all items identified in the tours were resolved.

Follow Up on Recommendation

In the Health & Safety Check Audit – Status Update memo presented to the Audit Committee in the meeting on May 19, 2021, we included the following recommendation:

“We recommend the school district clarify guidance as to whether or not a window in classrooms and symptom space areas is required to be opened to increase air circulation and ensure updated guidance is circulated to building administrators as soon as possible.”

The school district presented this recommendation to the Health and Safety Reopening Team who provided the following guidance:

“While helpful to increase fresh air circulation, it is not required to have open windows in our classrooms. When possible and desired to add fresh air to the room, please open windows.”

This information was communicated out to building administrators, teachers, and custodial staff via the Ventilation Daily Expectations memo.

Based on this information, we consider the recommendation resolved.

The complete Health & Safety Check Audit – Status Update memo is attached in Appendix C.



Appendix A: Final List of Buildings Toured

LIPI School Tours	Hybrid School Tours
<ol style="list-style-type: none"> 1. Leodis V. McDaniel H.S. at Marshal Campus 2. Ida B. Wells-Barnett H.S. 3. Alliance H.S. at Meek Campus - CSI 4. Benson Polytechnic H.S. 5. Cleveland H.S. 6. DaVinci Arts M.S. 7. Hosford M.S. 8. Jefferson H.S. - TSI 9. Roosevelt H.S. - TSI 10. West Sylvan M.S. 	<ol style="list-style-type: none"> 1. Abernethy K-5 2. Martin Luther King, Jr., PK-5 – Title 1, TSI 3. Benson Polytechnic H.S. 4. Boise Eliot/Humboldt E.S. – Title 1, CSI 5. Bridger K-8 - TSI 6. Cesar Chavez K-8 – Title 1, CSI 7. Chief Joseph Elementary K-5 - TSI 8. Cleveland H.S. 9. Creative Science K-8 10. Creston K-8 11. Faubion PK-8 – Title 1 12. Franklin H.S. 13. Grant H.S. 14. Grout E.S. – Title 1 15. Ida B. Wells-Barnett H.S. 16. Irvington E.S. - TSI 17. James John E.S. Title 1, TSI 18. Kelly E.S. – Title 1, TSI 19. Lane M.S. – Title 1, TSI 20. Lee K-8 – Title 1 21. Lent K-8 – Title 1, CSI 22. Lincoln H.S. 23. Rigler E.S. – Title 1, CSI 24. Rosa Parks E.S. – Title 1, CSI 25. Roseway Heights M.S. – Title 1 26. Sabin E.S. - TSI 27. Scott E.S. – Title 1, CSI 28. Sitton E.S. – Title 1, CSI 29. Vestal K-5 – Title 1, TSI 30. Woodlawn E.S. – Title 1 31. Woodmere E.S. – Title 1, TSI



Appendix B: PPS Health Advisory Panel



Health Advisory Panel

The Health Advisory Panel's purpose is to consult and provide expert, up-to-date information to PPS leaders on the safety and health of our students, staff and community related to the pandemic. This may include advice on procedures, protocols, training and operational decisions in alignment with public health authority guidelines and informed by the most recent information and studies on COVID-19. The Health Advisory Panel will provide transparency and the most current information through consultation, discussions with key stakeholders through engagement opportunities, communications, and guidance on key decisions on healthy and safe practices and standards on district operations.

Joelle Simpson, MD

Dr. Joelle Simpson is a Pediatric Emergency Medicine Physician at Children's National Hospital in Washington DC and serves as the Medical Director for Emergency Preparedness. She received her MD and Masters in Public Health from George Washington University. She is an appointed executive committee member of the American Academy of Pediatrics Council on Children and Disasters. She is board certified in pediatrics and pediatric emergency medicine. Dr. Simpson is the Incident Commander for the Emergency Department COVID response at Children's National.



Tress Goodwin, MD

Dr. Tress Goodwin is an Emergency Medicine Physician at Children's National Hospital and serves as the Assistant Medical Director for Emergency Preparedness. She received her MD from Stanford University School of Medicine. She served in the US Navy from 2011 to 2016 and deployed to a combat hospital in Afghanistan in 2015. She is a board certified Emergency medicine physician serving both adult and pediatric patients. Dr. Goodwin is the Assistant Incident Commander for the Emergency Department COVID response at Children's National.



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Portland Public Schools



Reimagining Education During the Pandemic

David Bangsberg, MSc, MD, MPH

Dr. David Bangsberg is an Oregon native and the Founding Dean of the OHSU-PSU School of Public Health. He has dedicated his career to public health, working on the frontlines of the heroin crisis in Baltimore, the HIV/AIDS crisis in San Francisco and New York, and improving health outcomes in Africa at the heart of the AIDS epidemic. Dr. Bangsberg has published over 400 manuscripts and is a member of the Association of American Physicians.



Peter Graven, PhD

Dr. Peter Graven is an Affiliate Assistant Professor in the OHSU-PSU School of Public Health. He is a trained health economist working in advanced analytics and data science. Dr. Graven received his doctoral training at the University of Minnesota-School of Public Health and performed research with the State Health Access Data Assistance Center (SHADAC). He was also Research Assistant Professor at the Center for Health Systems Effectiveness (CHSE) at OHSU.



Jeremiah Rigsby, JD

Jeremiah Rigsby is Co-Chair of the Medicaid Advisory Committee for CareOregon. Before moving to Oregon in 2011, Jeremiah was a congressional aide to US Congressman Henry Cuellar (2006-2009) and US Congressman Kurt Schrader (2009-2011). During his time on the Hill, Jeremiah worked on a number of policy issues, but focused on health care policy through the development and passage of the Affordable Care Act. After completing law school, Jeremiah joined CareOregon to help develop and advocate for Medicaid and Medicare policy development.



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Heather Godsey, BSN, RN
Nurse Consultant, Department of School Health Services
Multnomah Education Service District



Jamie Smith, MPH, BSN, RN, NCSN
Coordinator, School Health Services
Multnomah Education Service District (MESD)



Appendix C: Health & Safety Checks Audit – Status Update Memo



PORTLAND PUBLIC SCHOOLS

OFFICE OF INTERNAL PERFORMANCE AUDIT

501 North Dixon Street / Portland, OR 97227

Telephone: (253) 985-1738

Date: 05/14/2021
To: PPS Board of Education - Audit Committee
From: Janise Hansen, CIA, Senior Internal Performance Auditor
Mary Catherine Moore, Internal Performance Auditor
Subject: Health & Safety Checks Audit – Status Update

Background

On October 20, 2020, the Portland Public Schools (PPS) Board of Education approved the Office of Internal Performance Audit's (OIPA) 2020-2021 Audit Plan via resolution 6198. The Audit Plan included the Health & Safety Checks Audit. The purpose of the Health & Safety Checks Audit is to determine whether school buildings (where students are participating in in-person instruction) are in compliance with the building safety plan put in place due to the coronavirus pandemic. The audit will not determine the adequacy of the building safety plans, it will only determine compliance with each school safety plan.

In late 2020/early 2021 PPS began to offer in-person instruction utilizing the limited in-person instruction (LIPI) at a limited number of schools; which was subsequently expanded to all schools. OIPA was able to complete 10 tours of schools to determine compliance with the school's LIPI safety plan before the transition to a hybrid model of in-person instruction in April of 2021. OIPA has completed an additional 13 tours of schools to determine compliance with the school's hybrid safety plan.

The purpose of this memo is to provide the Audit Committee a summary of the results of the Health & Safety Check Audit tours (both LIPI and Hybrid) completed as of May 7, 2021.

Audit Process

Selection of Schools for Tours:

- OIPA prioritized the selection of Title 1, TSI, and CSI schools for tours.

Communication:

- OIPA notified the school building administration via email that their schools had been selected for tours. Typically the email was sent out on Wednesday or Thursday stating the tour would take place the following week. The exact date and time of the tour was not provided.
- At the end of the tours, OIPA offered a verbal debriefing to school building administration to discuss all items of concern identified during the tour. This provided school building administration with timely feedback and the opportunity to address any concerns immediately.

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- Written results of the tours were emailed to school building administration along with a central office administration team timely; typically within two business days.
- OIPA participated in weekly status update meeting with the central office administration team to discuss and address concerns identified in the tours. See more details on this below in the Follow up on Tour Results section below.
- At the request of the central office administration team, if the tour identifies any items of concern that would be considered significant, OIPA agreed to call the central office administration team to verbally discuss the items immediately following the tour.

Complete details of the audit process will be detailed in the final audit report.

Tour Results

As of May 7, 2021, the Health & Safety Checks Audit tours has not identified any noncompliance with building safety plans that would be considered significant.

Below, we listed several examples of non-significant items that were identified in the tours:

- While air filtration units were present in each classrooms and symptom space area, we noted six instances where the air filtration unit was not turned on. At our request, the air filtration units were immediately turned on and building staff stated they would be sure to turn them on each day moving forward.
- We noted one instance where a nurse or school health assistant (SHA) was not onsite while students were participating in hybrid in-person instruction. We noted a SHA was scheduled to be onsite; however, they were sick and no backup was available to cover. The central administration team stated SHA's are employees of Multnomah Education Service District (MESD) and they have been in communication with MESD who is working to fill SHA positions to support PPS' needs.
- We noted two instances where the max capacity for the classroom space was not listed. In both instances we confirmed the max capacity for the classroom space was not exceeded.

We also noted guidance provided to building administrators is not clear as to whether or not a window in classrooms and symptom space areas is required to be opened to increase air circulation.

Recommendation:

We recommend the school district clarify guidance as to whether or not a window in classrooms and symptom space areas is required to be opened to increase air circulation and ensure updated guidance is circulated to building administrators as soon as possible.

Attachment B is the Hybrid Tour Checklist Template that OIPA utilized for the tours.

OIPA would like to acknowledge all of the time and effort of building staff as well as the school district administration team who have worked tirelessly to development and implement guidance to ensure a safe transition to reopening schools for a hybrid model of in-person instruction. We believe the results of tours completed thus far resulting in no significant noncompliance demonstrate the school district's commitment to a safe reopening of schools.

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Follow up on Tour Results

OIPA participates in the weekly meetings with a central office administration team where items identified during the tours are discussed and addressed. At the request of the administration team, OIPA is also reviewing evidence that items identified in the tours have been addressed and resolved as the audit progresses. For example, if the building administrators take a picture of the max capacity sign that has been posted for the classroom spaces where they were missing, we consider that item to be resolved.

Due to the unique nature of this audit, we agree with the administration team that reviewing evidence that items identified in the tours have been resolved as the audit progresses is a better approach than waiting until all of the audit tours have been completed. Due to the collaborative approach taken by the administration team we anticipate all of the items identified in the tours will be resolved before the final audit report will be issued. Any items that have not been resolved will be detailed in a final report along with recommendations.

Tours Completed

As of May 7, 2021, OIPA has completed the following tours of building providing in-person instruction:

- 10 buildings providing limited in-person instruction (LIPI)
- 13 buildings providing a hybrid model of in-person instruction

A list of buildings toured as of May 7, 2021 is included in Attachment A.

OIPA is planning to complete an additional 21 tours of buildings providing hybrid in-person instruction. The total number of LIPI and hybrid tours completed before the end of the 2020-21 school year will represent approximately 45 percent of PPS buildings where in-person instruction is being provided.

ATTACHMENTS

- A. List of School Buildings Toured: page 4
- B. Hybrid Tour Checklist Template: pages 5 - 16



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Attachment A: List of Buildings Toured

LIPI School Tours	Hybrid School Tours
<ol style="list-style-type: none">1. Leodis V. McDaniel H.S. at Marshal Campus2. Ida B. Wells-Barnett H.S.3. Alliance H.S. at Meek Campus4. Benson Polytechnic H.S.5. Cleveland H.S.6. DaVinci Arts M.S.7. Hosford M.S.8. Jefferson H.S.9. Roosevelt H.S.10. West Sylvan M.S.	<ol style="list-style-type: none">1. Abernethy K-52. Dr. Martin Luther King, Jr., PK-53. Boise Eliot/Humboldt E.S.4. Chief Joseph Elementary K-55. Grout E.S.6. Irvington E.S.7. James John E.S.8. Kelly E.S.9. Lee K-810. Rigler E.S.11. Rosa Parks E.S.12. Sabin E.S.13. Scott E.S.



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Attachment B: Hybrid Tour Checklist Template

 **School Reopening Plan - Hybrid
Audit Tour Results**

Tour Date/Time:

Hybrid tour scheduled on: (day), (date), at (time) a.m. or p.m.

SCHOOL K-5 – address:

Administrator(s) On Site: _____, Principal, and _____, Assistant Principal, or _____, Vice Principal

Auditor information:

Janise Hansen, CIA

Jhansen2@pps.net

Cell: 253-985-1738

OR

Mary Catherine Moore

Mmoore7@pps.net

Cell: 503-804-3557

Results:

The results of each auditor procedure are listed below. **Items where some level of concern are in red font to draw then to your attention.** Auditor notes we would like to draw your attention to are in blue font.

Auditor Concluding Thoughts:

Staffing

<p>Staffing Information <i>HR is continuing to bargain with labor partners and finalizing leave options, We know this will impact your staffing needs and will communicate information as it is available.</i></p> <p><i>Please understand there are no guarantees additional staff will be available however, HR will do their best to support the request.</i></p>	<p>Auditor Procedures: - N/A</p>
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Identify Additional Staffing Needs	<p><i>Based on the assumption that all your staff will return for in-person hybrid, with the exception of those already on approved leaves, list any additional staff needs you have in order to successfully begin hybrid:</i></p>	<p>Auditor Procedures:</p> <p>Confirm with building administration that the staffing needs identified have been resolved.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations:
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Building Logistics

Focus Area	School Plan	Auditor Procedures:
<p>Building Entry: Bus/School Entry Screening SOP</p>	<p>Per page 25 of the RSSL Guidance:</p> <p>Diligently screen all students and staff for symptoms on entry to bus/school/outside learning space every day. This can be done visually as well as asking students and staff about any new symptoms or close contact with someone with COVID-19. For students, confirmation from a parent/caregiver or guardian can also be appropriate. Staff members can self-screen and attest to their own health, but regular reminders of the importance of daily screening must be provided to staff.</p> <p><i>add any details pertinent to your building:</i></p>	<p>Confirm school has identified points of entry to buildings to minimize logistical challenges and physical distancing issues prior to entering the school.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations: <p>Confirm trained personnel is present at each school entry as students enter to conduct visual screening.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations: <p>NOTE: Visual Screening symptoms could include:</p> <ul style="list-style-type: none"> • Unusual coloration (flushed, pale, or dusky) • Unusual behavior (behavior change, lethargy, unusual fatigue) • New or significant coughing • Respiratory symptoms not typical for student • Shortness of breath • Chills • Appearing ill

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		<ul style="list-style-type: none"> • Vomiting <p>Visually confirm screening personnel are wearing PPE as required in the PPS Covid-19 PPE SOP.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations: <p>Confirm screening personnel briefly observe each individual for symptoms and ask questions if needed.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations: <p>Confirm staff are aware of visual and student complaint symptoms associated with COVID-19 upon entry and throughout the day.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations: <p>Confirm staff are aware when they observe students or staff with a chronic or baseline cough that has worsened or is not well-controlled with medication are aware that they should be excluded from school. (Do not exclude staff or students who have other symptoms that are chronic or baseline symptoms (e.g., asthma, allergies, etc.) from school).</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations: <p>Visually confirm masks, gloves, face coverings, soap or hand sanitizer, sanitizing stations, tissues, cleaning/disinfecting materials, and gowns are adequate (Two/three day supply - based on the number of student per day and how often the building is re-supplied).</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations:
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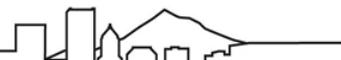
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		<p>Confirm the school's front desk staff is trained to visually screen all visitors for symptoms upon entry. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Confirm students wash hands or use hand sanitizer upon entry to the building. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:
<p>Transportation (Bus entry and exit points, as well as adult who will meet the bus)</p> <p>Transportation is a long lead time to set up specific routing.</p> <p>Relevant SOPs: - Bus/School Entry Screening - Loading/Unloading Bus and Vehicles</p>	<p>All K-3 Hybrid students will be provided bus tags.</p> <ul style="list-style-type: none"> Yellow tags for Kinders and other students who MUST be met at the bus stop. White tags for info and for students who can be let off unattended. Staff who meet buses: <p><i>Add any other details pertinent to your school's transportation plan:</i></p>	<p>Auditor Procedures:</p> <p>Confirm drivers have been trained to conduct visual screening as students enter the bus. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Confirm drivers know the protocol if a student is exhibiting obvious symptoms (the student will be given a disposable mask or face covering if needed, the driver will notify central radio to notify school or home, and the student will sit in one of the front seats, 6 feet away from the driver and other students). Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Confirm bus drivers and any parent or school staff assisting with the securement of student or safety equipment are wearing face shields/coverings. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:

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		<p>Confirm students are wearing face coverings while at the bus stop and on the bus. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Confirm driver loads the bus from back to front maintaining physical distancing to the greatest extent possible, and for return trip home, students board and sit in order of drops. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Confirm only one student assigned per seat (unless students live in the same household, siblings should ride together). Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Confirm at school and at bus stops that students remain in their seats until called by the driver to unload one at a time. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Confirm driver keeps track of student riders and attendance daily on the bus roster. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Confirm driver is aware of disinfecting all high touch areas after each run, and again at the bus yard after completion of the route. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:
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		<p>Visually confirm buses have "Go Bags" that contain extra disposable face coverings, face shields, gloves, hand sanitizer, and essential cleaning/disinfecting supplies.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:
<p>Symptom Space (if a student feels sick during the day) -Symptomatic Student Response -Symptom/Isolation Space Requirements</p>	<p><i>Symptom Space Room Number/Location:</i></p> <p>If an individual feels ill, we will immediately separate the ill student/staff from other members of the building. The student will go to the symptom space room and be fully assessed/screened by the school health assistant or trained designated staff. Staff who are experiencing symptoms or develop symptoms during the school day will be sent home. Staff are encouraged to contact their health care provider as needed. The Symptom Tracker Tool will need to be filled out for any symptomatic individuals (staff or student). The school nurse will determine if the student needs to be sent home and provide further exclusion guidance depending on symptoms. If there is a COVID-19 related concern the COVID-</p>	<p>Auditor Procedures:</p> <p>Confirm anyone displaying or reporting symptoms of concern upon entry to bus/school or in the classroom receives further screening by the school nurse. This includes measuring for a temperature over 100.4 degrees F.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Confirm staff or students who have primary COVID-19 symptoms are aware that they must remain home in accordance with the ODE Exclusion Summary Guidance chart.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Visually confirm there is a sign-in/out log to track students/staff use of the symptom space. (Note: This could be a printed log on online log.)</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Confirm building has the Symptom Tracking Tool Log that tracks symptoms for students and staff absent from school or work due to illness, as well as those individuals who develop symptoms of illness while attending school. The school nurse and nurse consultant then conduct additional surveillance which may require intervention and/or reporting to Multnomah County Health Department.</p>

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	<p>19 Case Protocol will be activated.</p> <p>Staff and students who come to the Symptom Space and are exhibiting COVID19 related symptoms will be asked to take a COVID 19 rapid test. We will ask for consent and provide the test for self administration. Once the test has been completed and results have been provided, the staff or student will be sent home. For those who do not give consent, they will be referred to their health provider and sent home.</p> <p><i>Add any other details pertinent to your building:</i></p>	<p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Confirm that staff managing the Symptom Space are trained to appropriately log students into a shared Symptom Tracking Log.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Visually confirm Symptom Space has extra disposable face coverings, masks, face shields, hand sanitizer (with 60% or greater alcohol content if soap and water is not accessible), gowns, gloves, and essential cleaning/disinfecting supplies.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Confirm Symptom Space adhere to the following:</p> <ul style="list-style-type: none"> Must be separate from routine health screening room Must have appropriate ventilation (i.e. exterior windows, functional unit ventilators or building HVAC ventilation. Do not use fans if doors and windows are closed and fans are recirculating classroom air.) Students must be supervised (ensure line of sight; keep ill student visible.) Student must have appropriate PPE while in symptom space Appropriate physical distancing and barriers will be in place (Maintain a distance of 6 feet or more between cots, chairs, or isolated individuals.) Staff must have appropriate PPE while in the symptom/isolation space (medical grade mask, gloves, isolation gown, and should be properly removed and disposed or disinfected as appropriate prior to existing the symptomatic/isolation space.) Have a plan for students who parents are unable to pick them up in a timely manner. <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan:
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		<ul style="list-style-type: none"> If No, detail observations: <p>Confirm staff are aware of the Symptom Space cleaning and disinfecting guidelines, which are: plan disinfection after space has been empty 4 hours; or, disinfect while wearing full PPE (medical grade mask, gloves, isolation gown). After dismissal of ill student, close off areas used by a sick person and do not use these areas until after cleaning and disinfecting.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Confirm the custodian is made aware when the Symptom Space is used for cleaning purposes. How is the custodian informed?</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Confirm designated personnel completed training on identification of COVID-19 symptoms.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:
<p>Schools must register with CRRU to enroll in the Testing Program: All testing will be performed under the umbrella of a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver and a standing physician order held by OHA. In order to test for COVID-19 under this waiver, schools must register by completing and returning the COVID-19 Testing K-12 Registration Form via email to Schooltesting.covid@dhsosha.state.or.us.</p> <p>Schools must have School Testing Administrator trained: The Abbott</p>	<p>This testing must be managed at the school level. Schools must identify a school testing coordinator and a testing reporter, these can be the same person, but there will need to be a back up person for both roles (same person okay again).</p> <p>Daily reports must be submitted to the CRRU by the School Testing Reporter</p>	<p>Auditor Procedures:</p> <p>Confirm building has a SHA or Nurse on-site at all times students are.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Confirm building has registered with CRRU to enroll in the testing program and testing supplies are onsite.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:

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<p>BinaxNOW training modules are available here.</p>	<p>Identify a School Testing Administrator:</p> <p>Identify a School Testing Reporter:</p>	<p>Confirm the building plan has identified a school testing administrator and a school testing reporter, and a back-up for each.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Confirm school testing administrator and school testing reporter have completed the Abbott BinaxNOW training modules.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Confirm school testing administrator is aware there needs to be a consent signed within 24 hours prior to performing the test:</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:
Restrooms	<p>Review Restroom Use Requirements and add any details pertinent to your building:</p>	<p>Auditor Procedures:</p> <p>Visually confirm bathrooms are used by students according to building plan.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: <p>Confirm restroom flushers, faucets, and soap dispensers are functioning properly, and that there is enough soap.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:
Hand Washing	<p>Review Hand Hygiene and Respiratory Etiquette and add</p>	<p>Auditor Procedures:</p> <p>Confirm washing stations have hand washing instructions and soap</p>

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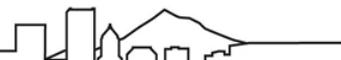
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	<p><i>any details pertinent to your building:</i></p>	<p>dispensing are functioning properly and have enough soap for the number of students. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations: <p>Confirm rooms that do not have sinks have hand sanitizer. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations:
<p>Nutrition Table Washing & Sanitation</p>	<p>Meals will be made available to students who participate in the hybrid model.</p> <p>Students in each cohort will be offered breakfast and lunch when they leave the school building. Meals cannot be eaten while on the bus.</p> <p>No food will be allowed to be eaten in the school unless a student requires an accommodation which is previously established. The school office may purchase individually wrapped snack foods to be provided in an emergency. Safety and sanitation protocols must be followed when students are eating and removing their masks; hand washing or hand sanitizer before and after eating, student is physically distanced from others and washing/sanitizing the table or</p>	<p>Auditor Procedures:</p> <p>Confirm no food items (other than water bottles) Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations: <p>If the building plan describes specific protocols related to nutrition, confirm compliance with the building plan. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations:

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	<p>desk if necessary (see SOP).</p> <p>Students may bring their own, filled water bottles but may not refill in the hallway.</p> <p><i>Add any other details pertinent to your building:</i></p>	
Drop Off & Pick-Up	<p><i>Add drop off & pick-up details pertinent to your building:</i></p>	<p>Auditor Procedures:</p> <p>Confirm students' drop-off and pick-up agree with the building plan. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations:
Dismissal (leaving the building)	<p><i>Add dismissal details pertinent to your building:</i></p>	<p>Auditor Procedures:</p> <p>Confirm students' dismissal agrees with the building plan. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations:
Class Changes (movement between different rooms or classes)	<p><i>Add class changes details pertinent to your building:</i></p>	<p>Auditor Procedures:</p> <p>Confirm class changes, if applicable, agrees with the building plan. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations:
In Classroom Procedures (supplies, tech carts, power supplies, etc)	<p><i>Add classroom procedure details pertinent to your building:</i></p>	<p>Auditor Procedures:</p> <p>Confirm Students will be limited to seating alone at one table or desk. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive

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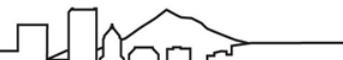
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		<p>difference from the plan:</p> <ul style="list-style-type: none"> • If No, detail observations: <p>Confirm masks are worn. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations: <p>Confirm physical distancing requirements were enforced. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations: <p>Confirm materials are not shared. Or, if shared, confirm materials are sanitized at the start and end of each cohort. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations: <p>Confirm max capacity signage outside each room. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations: <p>Confirm max capacity for the room is not exceeded. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations: <p>Confirm classroom desks have been spaced at 6' distances. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations: <p>Confirm portable air filtration units are in each room and are turned on. Confirmed: (Yes/No/NA)</p>
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		<ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations:
Student Break Space (used if a student needs to be removed from class)	<p><i>Identify the student break space:</i></p> <p><i>Add any other details pertinent to your building:</i></p>	<p>Auditor Procedures:</p> <p>If the building plan describes specific procedures related to use of student break space (that are related to the mitigation of COVID-19 transmission), confirm compliance with identified procedures. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations:
Use of Outdoor Space	<p><i>Do you intend to use outdoor space in any way that is different from your typical operations?</i></p> <p><i>If so, what areas do you intend to use and for what purpose (instructional, small group work, etc)?</i></p> <p><i>Please work with your Head Custodian and FOM to support the set-up and maintenance of that space</i></p>	<p>Auditor Procedures:</p> <p>If the building plan describes specific procedures related to use of outdoor space (that are related to the mitigation of COVID-19 transmission), confirm compliance with identified procedures. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations: <p>If the building plan describes use of outdoor space, confirm the Head Custodian has been consulted for support with set-up and maintenance of that space. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations:
Student Devices: Students who have checked out a PPS device will bring them for use in school buildings. We are ordering more student devices to support reopening.	<p><i>Indicate the estimated number of devices needed for students who have not checked out a PPS device =</i></p> <p><i>Add any other details pertinent to your building:</i></p>	<p>Auditor Procedures:</p> <p>If the building plan describes specific procedures related to student devices (that are related to the mitigation of COVID-19 transmission), confirm compliance with identified procedures. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan:

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		<ul style="list-style-type: none"> If No, detail observations:
Childcare or other program overlap	<i>How will this program overlap and interact with childcare, athletics or other programs?</i>	Auditor Procedures: If the building plan describes specific procedures related to childcare or other program overlap (that are related to the mitigation of COVID-19 transmission), confirm compliance with identified procedures. Confirmed: (Yes/No/NA) <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:

Schedules & Supports

Schedule	Link your academic schedule here Scott Q4 Master Schedule	Auditor Procedures: - N/A
Student Intervention Team: Using SIT Data to Prepare for Returning Students	<i>As we return to buildings, we will need to account for a wider spread sense of anxiety, unease, dysregulation.</i> <i>Review current SIT tracking data and consider how interventions for students with the highest need will translate to in-person instruction.</i> <i>Reach out to your MTSS TOSA for additional support.</i>	Auditor Procedures: If the building plan describes specific procedures related to student intervention team (that are related to the mitigation of COVID-19 transmission), confirm compliance with identified procedures. Confirmed: (Yes/No/NA) <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:
Trauma Informed Practices & Healing Centered Engagement for all staff Planning for Synchronous and Asynchronous trainings	<i>Think about the general student population and how many students will need additional supports - how are you integrating trauma informed practices throughout Tier 1 programming?</i>	Auditor Procedures: If the building plan describes specific procedures related to trauma informed practices (that are related to the mitigation of COVID-19 transmission), confirm compliance with identified procedures. Confirmed: (Yes/No/NA)

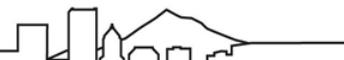
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		<ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:
School Counselor and Social Worker Support & Collaboration	<i>How will you collaborate with your school counselor(s) and if applicable, school social worker, to consider the needs students will have as they return to the building, and to create a plan for addressing those needs both proactively and reactively? How will school counselors and social workers have access to students (virtual or in-person, or a combination) for classroom lessons, small groups, interventions, and individual student support? Please consider cohort/interaction limitations while prioritizing these services.</i>	Auditor Procedures: If the building plan describes specific procedures related to school counselor and social worker support (that are related to the mitigation of COVID-19 transmission), confirm compliance with identified procedures. Confirmed: (Yes/No/NA) <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:
SUN Partnership (there is more information on the Everything Hybrid site about SUN)		Auditor Procedures: If the building plan describes specific procedures related to SUN Partnership (that are related to the mitigation of COVID-19 transmission), confirm compliance with identified procedures. Confirmed: (Yes/No/NA) <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:

Special Education

SpEd Hybrid Guidance		
Focus Classroom	<i>Describe how focus classrooms will serve students assigned to that program:</i>	Auditor Procedures:

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Collaborate with your SPED PA or AD for the co-development of this plan		<p>If the building plan describes specific procedures related to focus classrooms (that are related to the mitigation of COVID-19 transmission), confirm compliance with identified procedures.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations:
<p>SPED in General education classrooms:</p> <p>Cohorting consideration for students with adult support Collaborate with your SPED PA or AD for the co-development of this plan</p>	<p><i>Describe how your special education services are integrated with your general education service:</i></p>	<p>Auditor Procedures:</p> <p>If the building plan describes specific procedures related to SPED in general education classrooms (that are related to the mitigation of COVID-19 transmission), confirm compliance with identified procedures.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations:
School Psych / SLP:	<p><i>Describe the schedule/plan for School Psych, SLP, Learning Center to access the building:</i></p>	<p>Auditor Procedures:</p> <p>If the building plan describes specific procedures related to school psych/SPL (that are related to the mitigation of COVID-19 transmission), confirm compliance with identified procedures.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations:
Learning Center / SLP:	<p><i>Have you checked in with the Learning Center and SLP on the adjustment that will be needed to their schedule?</i></p>	<p>Auditor Procedures:</p> <p>If the building plan describes specific procedures related to learning center/SLP (that are related to the mitigation of COVID-19 transmission), confirm compliance with identified procedures.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations:

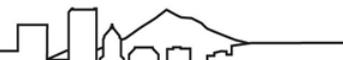
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Other plans or considerations you have taken for students with IEPs and SPED staff:		<p>Auditor Procedures:</p> <p>If the building plan describes specific procedures related to learning center/SLP (that are related to the mitigation of COVID-19 transmission), confirm compliance with identified procedures.</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations:
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Emergency Planning

Identify your COVID building team, and how you plan to regularly meet train them		<p>Auditor Procedures:</p> <p>Confirm School Level COVID-19 Response Team include:</p> <ul style="list-style-type: none"> • Administrator • School Nurse • Custodian • Staff Member(s) Screening, Isolation Space, Data Collection • Staff Member(s) Monitor & Promote Physician Distancing <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations: <p>Confirm COVID-19 Response Team meet weekly to address concerns with mitigation and prevention practices and to debrief confirm case responses (per the Emergency Response Framework and COVID-19 Response Team SOP it is recommended, not required).</p> <p>Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> • If no, do the observations appear to be a substantive difference from the plan: • If No, detail observations:
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What changes to your emergency drills need to happen?	<i>Explain any health and safety changes and expectations and identify the evacuation process and staff roles:</i>	Auditor Procedures: If the building plan describes specific procedures related to emergency drills (that are related to the mitigation of COVID-19 transmission), confirm compliance with identified procedures. Confirmed: (Yes/No/NA) <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:
How do you plan on training staff and students about emergency drills at your site?	Monthly fire drills are to be completed with each cohort and logged appropriately. Other hazard drills can be done both physically and through education/tabletop/scenarios. <i>Please add more information about your school's emergency training plan:</i>	Auditor Procedures: Confirm staff and student training about emergency drills have been completed. Confirmed: (Yes/No/NA) <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:
When will your drills occur?	<i>Please provide a detailed schedule of your drills and when they will occur and please provide what each cohort will receive:</i>	Auditor Procedures: Confirm emergency drills occurred as identified by the plan. Confirmed: (Yes/No/NA) <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:

Timeline

Action	Details	Date(s)	
Communication with Families			Auditor Procedures: - N/A
Staff Training/Pre-service <i>(dates are TBD, more</i>			Auditor Procedures: - N/A

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<i>information to come soon)</i>			
Staff Walkthrough of Building	<i>This will be included as part of your Principal-driven staff training time.</i>		Auditor Procedures: Confirm Safety Committee's completion of the school site walk-through checklist. Confirmed: (Yes/No/NA) <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: Auditor Documentation Request: Obtain the completed school site walk-through checklist. Obtained: (Yes/No/NA) <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:
First Day of Hybrid			Auditor Procedures: - N/A

Custodial Plan ([Facilities Operations Guidebook](#))

Head Custodian and Principal/Facility Operations Manager aka FOM (FOM list found [HERE](#)) work on site specific plan using the Cleaning & Disinfecting SOP, found [here](#), as a baseline starting point. All staff will be asked to wipe down their primary work areas at the end of day, including desk, computer, phone etc.

Site specific questions to be answered:

When will bathrooms be cleaned?	<ul style="list-style-type: none"> Custodians will clean restrooms at the end of each day, following student dismissal. Symptom Space rooms will be disinfected after use (will need 4 hour wait time for cleaning and disinfection), unless time is not available. Cleaning and Disinfecting Response Presumptive Covid 19 SOP <i>Add any other details pertinent to your building:</i>	Auditor Procedures: Confirm bathrooms are cleaned, as described in the building plan. Confirmed: (Yes/No/NA) <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations: Confirm the symptom space room is cleaned, as described in the building plan. Confirmed: (Yes/No/NA) <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan:
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		<ul style="list-style-type: none"> If No, detail observations:
When will classrooms be swept and/or wet mopped?	<p>Each classroom will be swept at the end of the day. Rooms will be wet mopped, if time permits, between cohorts.</p> <p><i>Add any other details pertinent to your building:</i></p>	<p>Auditor Procedures:</p> <p>Confirm classrooms are swept and/or wet mopped, as described in the building plan. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:
What is the expectation and frequency of touchpoint cleaning throughout the day in other common spaces (door knobs, locker handles, counter tops, etc)?	<p><i>Add any other details pertinent to your building:</i></p>	<p>Auditor Procedures:</p> <p>Confirm touchpoint cleaning is done, as described in the building plan. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:
Ventilation (added from LIPI)	<p>Ventilation</p> <p>Building HVAC outside air dampers will be adjusted such that their minimum damper setting meets recommended outside air infiltration rates per ASHRAE Standard 62.1-2019 "Ventilation for Acceptable Indoor Air Quality." Introducing outside air will both dilute and displace airborne contaminants including airborne viruses inside the school buildings. HVAC programming will be adjusted to provide a minimum of two hours of purging before and after normal occupied hours using mechanical means. Additionally, HVAC systems will be operated continuously while the school buildings are occupied during these times; this may require temporary disabling of demand control ventilation (DCV) systems.</p> <p>Ventilation for each unique school will be optimized on a case-by-case basis. PPS will also utilize non-mechanical</p>	<p>Auditor Procedures:</p> <p>Confirm HVAC is run a minimum of two hours of purging before and after normal occupied hours using mechanical means and HVAC systems operated continuously while the school buildings are occupied during these times. Confirmed: (Yes/No/NA)</p> <ul style="list-style-type: none"> If no, do the observations appear to be a substantive difference from the plan: If No, detail observations:

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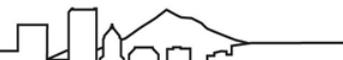
	<p>methods such as opening doors and windows where reasonable to increase air circulation. Do not prop open doors that can pose a safety or security risk to students and staff (e.g., exterior doors and fire doors that must remain closed).</p>	
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Physical Set Up (Include any maps)

Operations/FAM has completed the following work at all of the schools sites:

- Signage at all designated entrances, including exterior sidewalk spacing dots for 6' spaced queuing.
Auditor Procedures:
 Confirm signage at all designated entrances, including exterior sidewalk spacing dots for 6' spaced queuing.
 Confirmed: (Yes/No/NA)
 - If no, do the observations appear to be a substantive difference from the plan:
 - If No, detail observations:
- Health screening station at all designated entrances (cart, signage, plexi-glass barrier for screener, hand sanitizer dispenser). Visual screening only, no temperature checking.
Auditor Procedures:
 Confirm health screening station at all designated entrances (cart, signage, plexi-glass barrier for screener, hand sanitizer dispenser).
 Confirmed: (Yes/No/NA)
 - If no, do the observations appear to be a substantive difference from the plan:
 - If No, detail observations:
- Max. Capacity signage outside of each room.
Auditor Procedures: See classroom procedures section above.
- Symptoms Space signage.
Auditor Procedures:
 Confirm symptoms space signage.
 Confirmed: (Yes/No/NA)
 - If no, do the observations appear to be a substantive difference from the plan:
 - If No, detail observations:
- Hand-washing signage in bathrooms and each sink in classrooms.
Auditor Procedures: See restroom and classroom procedures sections above.
- Floor signage designating one-way signage, and dots for spacing.
Auditor Procedures:
 Confirm floor signage designating one-way signage, and dots for spacing.
 Confirmed: (Yes/No/NA)

21



Internal Performance Audit Report Health & Safety Checks Audit

- If no, do the observations appear to be a substantive difference from the plan:
 - If No, detail observations:
- Plexi-glass barriers at the Main Offices, and other select designated shared office spaces.
Auditor Procedures:
Confirm plexi-glass barriers at the main offices, and other selected designated shared office spaces.
Confirmed: (Yes/No/NA)
 - If no, do the observations appear to be a substantive difference from the plan:
 - If No, detail observations:
- Classroom desks have been spaced at 6' distances and desks removed to accomplish this.
Auditor Procedures: See classroom procedures section above.
- Portable Air Filtration units have been designated for Symptom Spaces, and other critical areas such as the Nurses Stations, and Classrooms. Delivery of these units is expected to be completed by the first week of April or earlier.
Auditor Procedures: Confirm portable air filtration units are in each room being used for instruction as well as the symptom space and nurses station
Confirmed: (Yes/No/NA)
 - If no, do the observations appear to be a substantive difference from the plan:
 - If No, detail observations:





Health & Safety Checks Audit Results

**Presentation from the Office of Internal Performance Audit
to the PPS Board of Education**

August 10, 2021

**Janise Hansen, CIA
Sr. Internal Performance Auditor**



Background

The Health & Safety Checks Audit was included in the Office of Internal Performance Audit (OIPA) 2020-21 Audit Plan approved by the Portland Public Schools (PPS) Board of Education via Resolution 6198 on October 20, 2020.





Audit Objective

The objective of the Health & Safety Checks Audit was to determine whether school buildings, where student participated in in-person instruction during the 2020-21 school year, were compliant with their building safety plans called the School Site Reopening Plan.

The audit did not determine the adequacy of the plan, it only determined compliance with the School Site Reopening Plan.





Audit Scope

The audit scope included school buildings where students participated in in-person instruction during the 2020-2021 school year.





Communication

- OIPA notified the school building administration via email that their schools had been selected for tours. Typically the email was sent out on Wednesday or Thursday stating the tour would take place the following week. The exact date and time of the tour was not provided.
- OIPA provided a verbal debriefing to school building administrators immediately following the tour to discuss any items of concern identified during the tour. This provided school building administrators timely feedback and the opportunity to immediately address any concerns.
- Written results of the tours were emailed to school building administration along with a central office administration team timely; typically within two business days.
- OIPA participated in weekly status update meeting with the central office administration team to discuss and address concerns identified in the tours.





Checklist and Building Tours

- OIPA utilized the school building's School Site Reopening Plan and the PPS COVID-19 Health and Safety Standard Operating Procedures (SOPs) to create a checklist to test for compliance.
- OIPA toured 41 of 97 school buildings (42 percent). We prioritized the selection of school buildings identified as Title 1, Targeted Supports & Interventions (TSI), and/or Comprehensive Supports & Interventions (CSI).





Notes

- Photos were taken by OIPA staff.
- Examples include abbreviated content for the purpose of this presentation.
- The complete Health & Safety Checklist used is included in the Health & Safety Checks Audit Report (Appendix – C).
- The complete list of school buildings toured is also included in the Health & Safety Checks Audit Report (Appendix – A).
- Following this meeting, The Health & Safety Checks Audit Report will be posted online at: <https://www.pps.net/Page/15136> (PPS Home Page > Board> Board of Education > PPS Audit Reports > PPS Office of Internal Performance Auditors (OIPA)).





Example – Building Entry

Bus/School Visual Entry Screening SOP Guidance:

- Each school must identify points of entry to buildings to minimize logistical challenges and physical distancing issues prior to entering the school.
- School entry arrangements (e.g., hand sanitizing stations, additional masks for those without an appropriate mask, etc.) must be made and trained personnel must be present as students enter the school to conduct visual screening.





Example – Building Entry

School Site Reopening Plan Details:

- Students will enter the building through their designated doors at one of five entrances based on classroom location:
 - K students will enter at North playground location
 - Grades 2 & 4 will enter at secondary main entrance
 - Grades 1 & 5 will enter at main entrance
 - Grade 3 will enter portables
 - Bus riders will be dropped off at the 12th Ave school doors and enter through their own entrance
- Hand sanitizer stations will be at each entrance.
- Staff will be present at entry point to greet and visually screen students for symptoms and monitor distancing.





Example – Building Entry

Auditor Procedures:

- Confirm school entry procedures follow the processes identified its plan.
- Confirm trained personnel is present at each school to conduct visual screening.
- Confirm screening personnel briefly observe each individual for symptoms and ask screening questions if needed.
- Confirm hand sanitizer and masks are available at each entry point.
- Confirm mask and hand sanitizer supply is adequate.



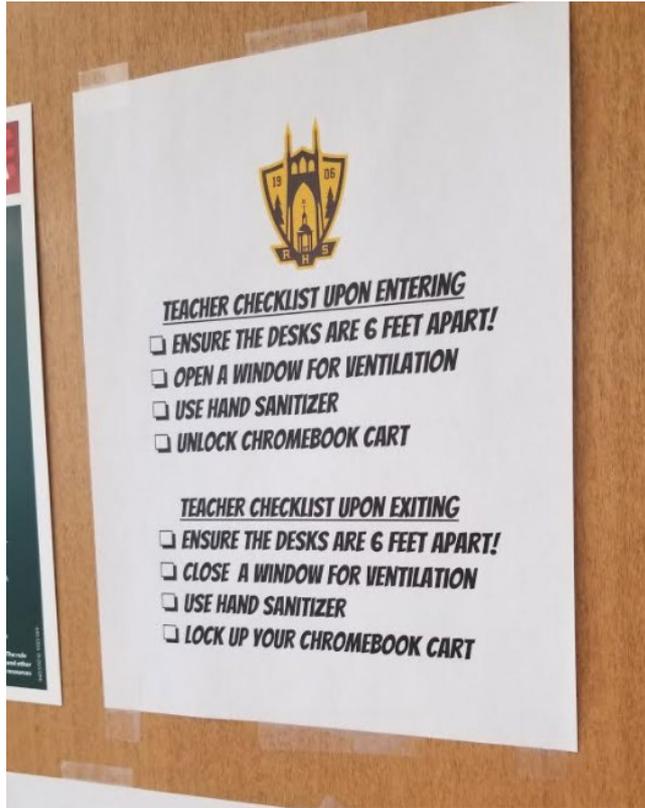
Symptom Space Room



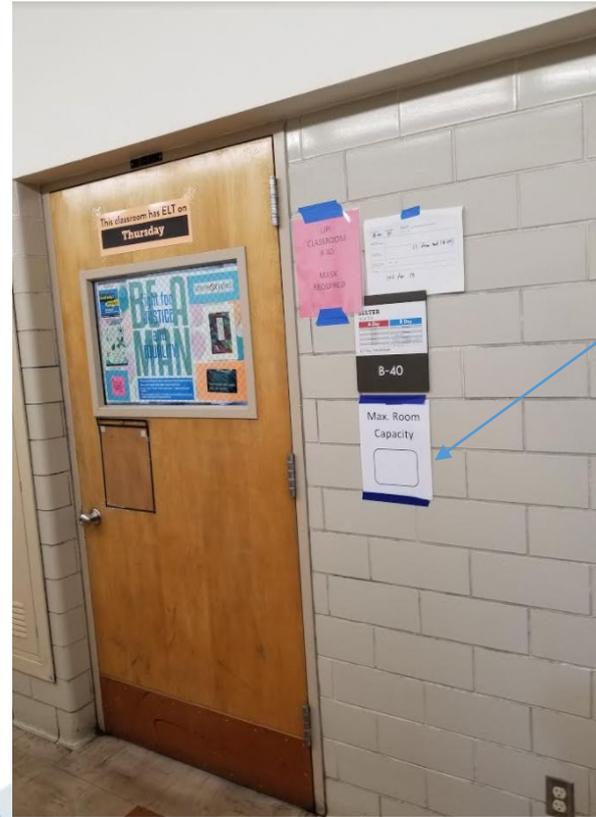
Restroom for 3rd, 4th, and 5th Grades



Symptom Space Room



Teacher Checklist on Entry/Exit



Classroom Max Room Capacity

Max
Capacity
Missing



Audit Conclusion

Based on the results of the audit overall, we found the school buildings, where students participated in in-person instruction during the 2020-21 school year, were compliant with their School Site Reopening Plans. Further, as public health guidelines continue to be updated, it appears the school district has created a process through its internal Health and Safety Team to update applicable SOPs and efficiently and effectively disseminate updated guidance to impacted stakeholders.





PPS Administration Response to the Health & Safety Audit Report

- PPS Board Policy 1.60.040 – District Performance Auditing requires OIPA to provide the draft report to PPS Administration for a response.
- The responsible manager must respond in writing specifying agreement with audit findings and/or recommendations, plans for implementing solutions to issues identified, and a timetable to complete such activities.
- The response is then included in the final audit report.
- OIPA provided a draft of the Health & Safety Checks Audit report to PPS Administration, however, the report did not include any audit findings or recommendations. As a result, no response from PPS Administration was required.





Thank you!

We extend our appreciation to the building administrators, staff, and custodians who welcomed us for the tours of the buildings. Additionally, we appreciate the central administration team who supported the audit; specifically, the Audit Liaison, Juniper Painton-Straub, Project Manager in the Office of Student Support Services who was incredibly responsive to our request for information and documentation needed to complete the audit. Juniper was also willing to collaborate and provide us feedback that added value throughout the audit.





Congratulations to all PPS employees who worked countless hours to implement health and safety processes and protocols necessary to re-open schools for hybrid in-person instruction.

The Health and Safety Audit Report with no findings or recommendations is a reflection of your hard work and dedication!





FORWARD
TOGETHER

BACK TO SCHOOL 2021

Prioritizing a healthy in-person learning
experience for every PPS student and educator.



Portland Public Schools



We are excited to return to
in-person, five days a week and
full-time learning, extended learning
and enrichments for PPS students
for the 2021-2022 school year.



Layered health and safety measures **will help** us **maximize full, in-person learning at PPS.**



- ✓ By establishing a strong set of layered health and safety measures against COVID-19, we can and will maximize a full, uninterrupted in-person learning experience for PPS students all school year.
- ✓ We remain firm on **being guided by public health experts.**
- ✓ **Public health experts agree** that using multiple health and safety measures together and consistently protects students and staff.



COVID-19 Vaccinations

Guidance and Operations

COVID-19 vaccines are **safe and effective**.

To learn more about our effort to promote and create access to the COVID-19 vaccine, visit:

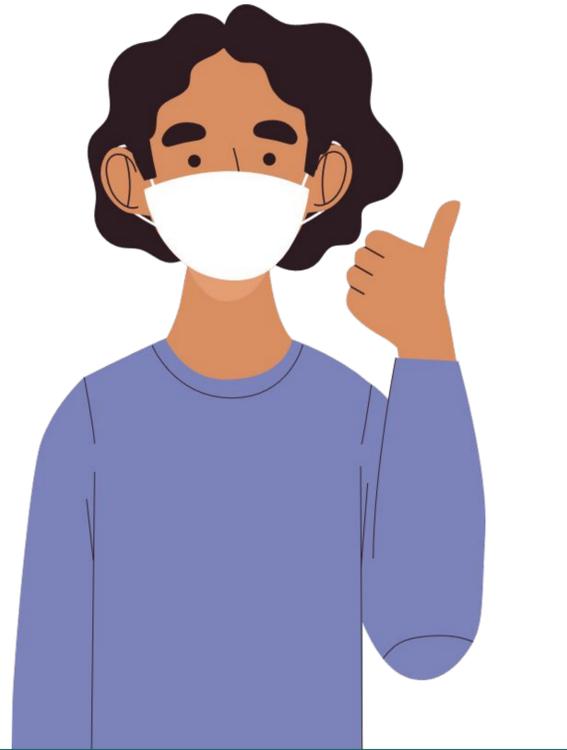
[PPS.net/COVID-19Vaccination](https://pps.net/COVID-19Vaccination)



- **Vaccinations are the most effective way to end the COVID-19 pandemic.**
- **PPS will promote and create access to COVID-19 vaccinations** for families, students and staff this Fall.
- **We will focus our efforts on increasing awareness and confidence** that fully vaccinated people are at low risk of symptomatic or severe infection from COVID-19.
- **We also recognize that the COVID-19 vaccination is currently approved only for adults and children over the age of 12** and eagerly await authorization for children under 12.



Mask



- **All PPS staff (and partner staff) and PreK-12 students will be required to wear masks** when indoors and around people, regardless of vaccination status.



- **Masks will be required on school buses.**



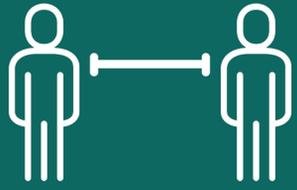
- **Masks will not be required during outdoor activities;** however, anyone may choose to wear a mask in situations when it is not required.

- Masks are not required if an individual is actively eating or drinking, playing an instrument that requires using the mouth, and in some athletics events and other instances.

Guidance and Operations

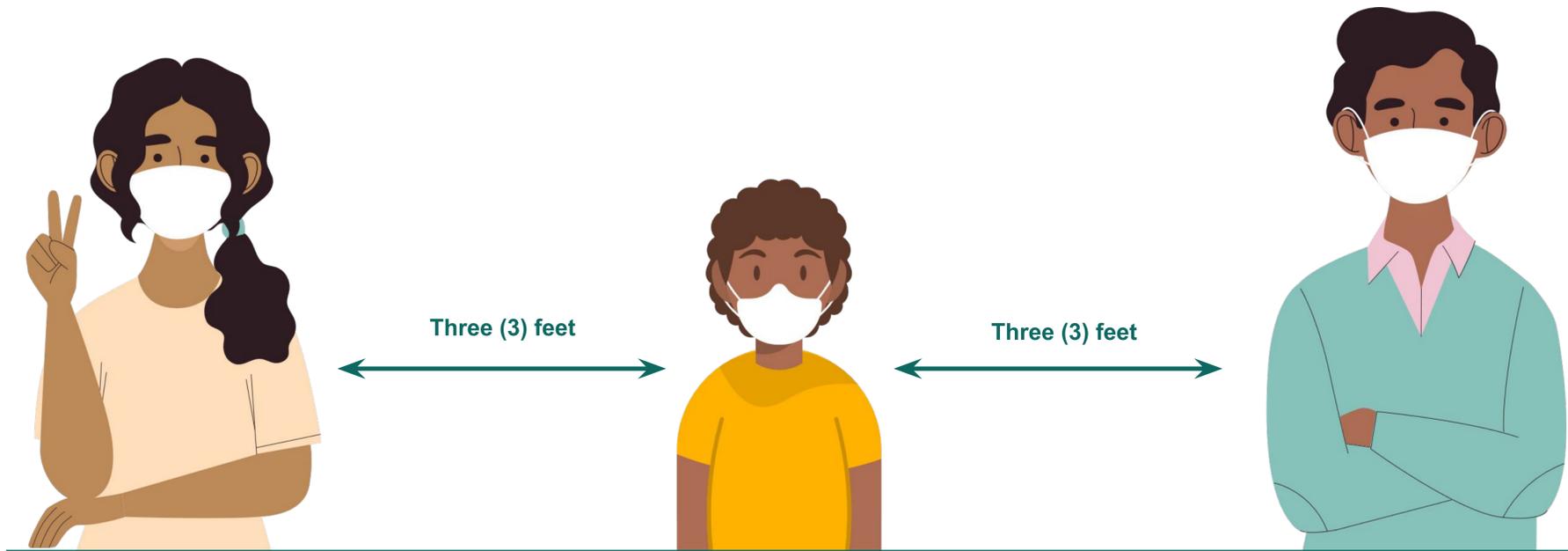
On July 29, Oregon Governor Kate Brown directed the Oregon Health Authority and the Oregon Department of Education to require the use of masks indoors for K-12 schools statewide for the 2021-22 school year, in line with the Centers for Disease Control and Prevention's recently updated guidance and based on the latest science on the spread of the Delta variant.

PPS has over 1.7 million age-appropriate masks in stock. which will be made available in schools.



Physical Distance

Guidance and Operations



- **Three (3) feet physical distancing for students and staff will be maintained** to the extent possible.

- **Maintaining physical distancing should not preclude return to full-time, in-person instruction for all students** ([RSSL](#), p. 14)
- Distancing of desks across the majority of schools will be 3 feet, nose to nose.
- Floor markers and one-way traffic will no longer be required.



Airflow and Circulation



Our indoor air quality efforts include::

- **Continuing to introduce fresh outside air into the system.**
- **Exhausting air from indoors to the outdoors.**
- **Cleaning the air that is recirculated indoors with **HEPA filters in every classroom and school buses.****
- **Upgrading central air filters to **MERV 13*** standards across our schools.**

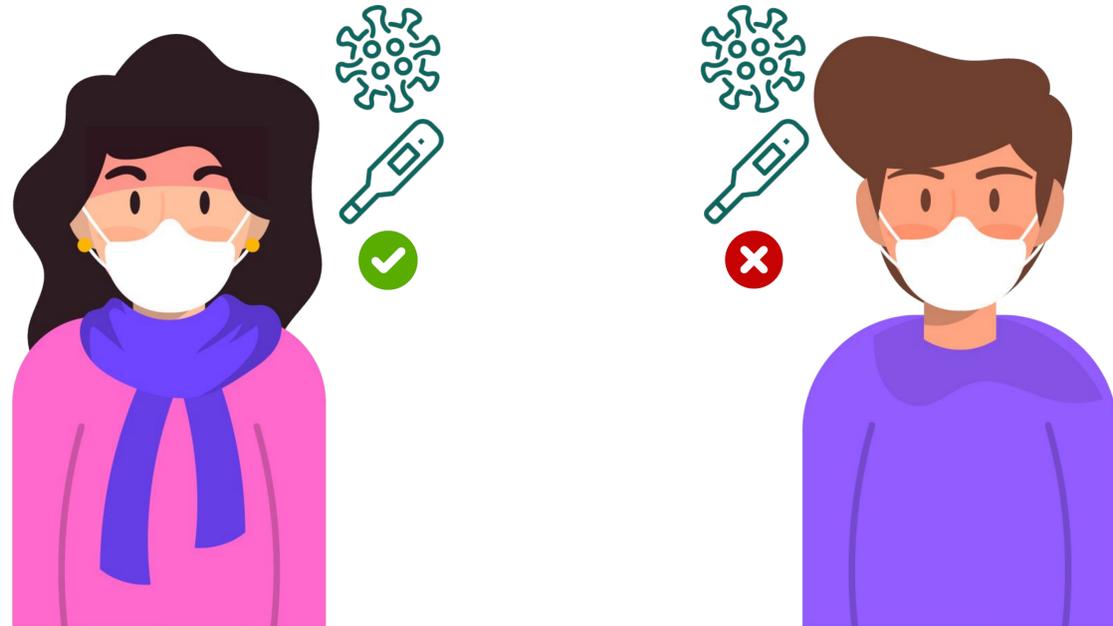
Guidance and Operations

- Our airflow strategies are based on guidance from [CDC](#) and the American Society of Heating, Refrigerating, and Air-Conditioning Engineers ([ASHRAE](#)).
- As specified by [National Air Filtration Association](#), to be labeled as MERV 13, **a filter must successfully remove at least 90% of E3 particles, 85% of E2 particles, and 50% of E1 particles.**



COVID-19 Testing

Guidance and Operations



- **PPS will continue to have Symptom Spaces** in all schools.
- Symptomatic testing **is intended to test symptomatic students and school staff.**

- “Symptomatic testing” is testing of students or staff who develop symptoms at school or are exposed to COVID-19 at school.
- This [OHA/ODHS testing program](#) was rolled out in January 2021 and **100 percent** of our PPS schools are registered.



Isolation and Quarantine



- Children who are **exhibiting COVID-19 primary symptoms must stay home** (and families should consult their primary care provider).
- **We will follow local public health guidance** and requirements regarding COVID-19 isolation and quarantine procedures.
- If there is a case, we will follow **MESD and Multnomah County Health Department contact tracing and quarantine procedures.**

Guidance and Operations

School administrators are required by state rules to exclude staff and students from school for whom they have reason to suspect have been exposed to COVID-19.

CDC guidance states that people who are fully vaccinated and do not have COVID-19 symptoms do not need to quarantine after an exposure to someone with COVID-19.

In alignment with **RSSL**, students do not need to quarantine if they were within 3 or more feet of a confirmed COVID-19 case, and both students were consistently and correctly wearing masks. This exception does not apply to educators, staff or other adults indoors. (p. 15)



Cleaning and Disinfection



Guidance and Operations

PPS COVID 19 Standard Operating Procedures (SOP):

- **PPS will continue to implement regular cleaning procedures in all District facilities.** Special attention by custodial staff will be given to high-touch surfaces throughout the day.
- **Classroom outbreaks of COVID-19 will result in comprehensive disinfection** of associated areas per local and CDC guidance.
- School buses will be cleaned and **disinfected daily.**

- Clean and Disinfect Vehicles
- Cleaning and Disinfecting Schools
- Table Washing & Sanitation



Hand Washing

Guidance and Operations



- **PPS will continue to provide ready access to soap, water and alcohol-based hand sanitizer** with at least 60% alcohol.
- **Schools will prioritize handwashing with soap and water** after students or staff use the restroom and throughout the day as appropriate.

- Each classroom will continue to be stocked with disinfectant and hand sanitizer.
- Hand Hygiene & Respiratory Etiquette (SOP)
- Regular hand washing is one of the best ways to remove germs, avoid getting sick, and prevent the spread of germs to others. ([RSSL](#), p.18)



Training and Education

Guidance and Operations



- Our schools serve as learning hubs in our community. **PPS will partner with public health agencies to educate and promote COVID-19 vaccinations and other health and safety measures to protect against COVID-19.**
- **All staff and partners will have access to COVID-19 health and safety trainings that provide updated information and clear guidelines** to meet the health and safety expectations set out by the District.

OHA and ODE strongly advise that school districts “develop plans for training all staff in their health and safety protocols,” and “for communicating health and safety protocols to students, families and communities.” ([RSSL](#), p 19)

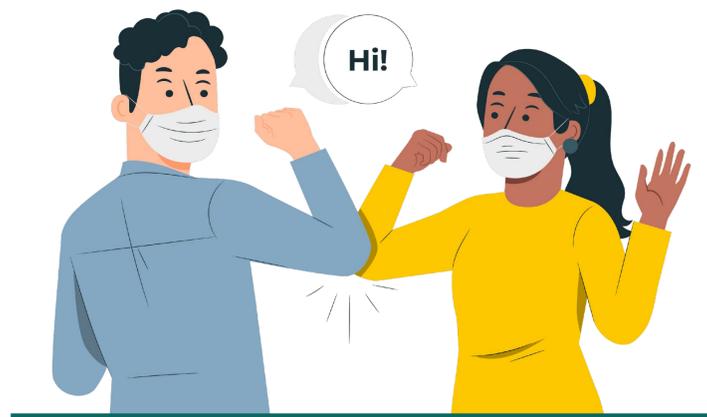
Health and Safety Plans



We will have:

- A “**Safe Return to In-Person Instruction and Continuity of Services**” Plan, describing our layered mitigation strategies to limit the spread of COVID-19. ([OAR 581-022-0105](#))
- An updated **Communicable Disease Management Plan**, explaining our emergency operation plans in addressing infectious disease during a pandemic. ([OAR 581-022-2220](#))

Visitors and Volunteers



Visitors and volunteers will be allowed into school and central office buildings during the 2021-2022 school year. All visitors and volunteers must sign in and follow PPS health and safety protocols while on school and central office grounds.

Guidance and Operations

All will be required to wear masks when indoors and around people, regardless of vaccination status; those exhibiting COVID-19 primary symptoms must stay home.

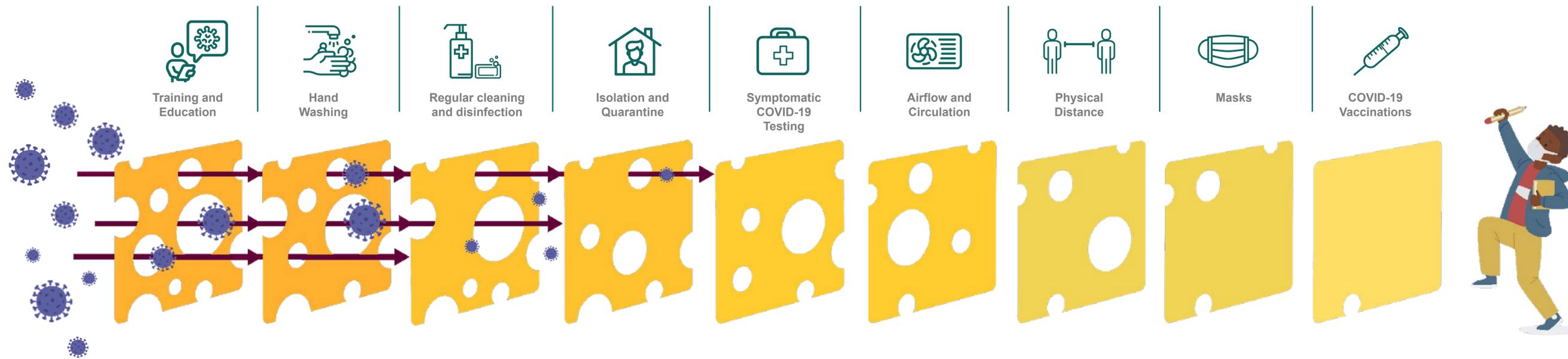
All must sign in and out using our visitor and volunteer management system.

Ultimate discretion on visitors and volunteers at school will be handled through the principal's office.

Cohorting



- **Elementary schools will continue to use classroom cohorts** for students to the extent possible.
- Class cohorting will not be implemented **for middle or high schools.**
- **Student contact tracing will be completed via attendance** for each time a student moves to another class.



We will remain nimble to adapt to changing guidance, but firm in following the expertise of public health experts, in service to our PPS community.



We are excited to see our students and educators and partners, every school day this school year!





FORWARD
TOGETHER

BACK TO SCHOOL 2021

Prioritizing a healthy in-person learning experience
for every PPS student, educator and partners.



Portland Public Schools



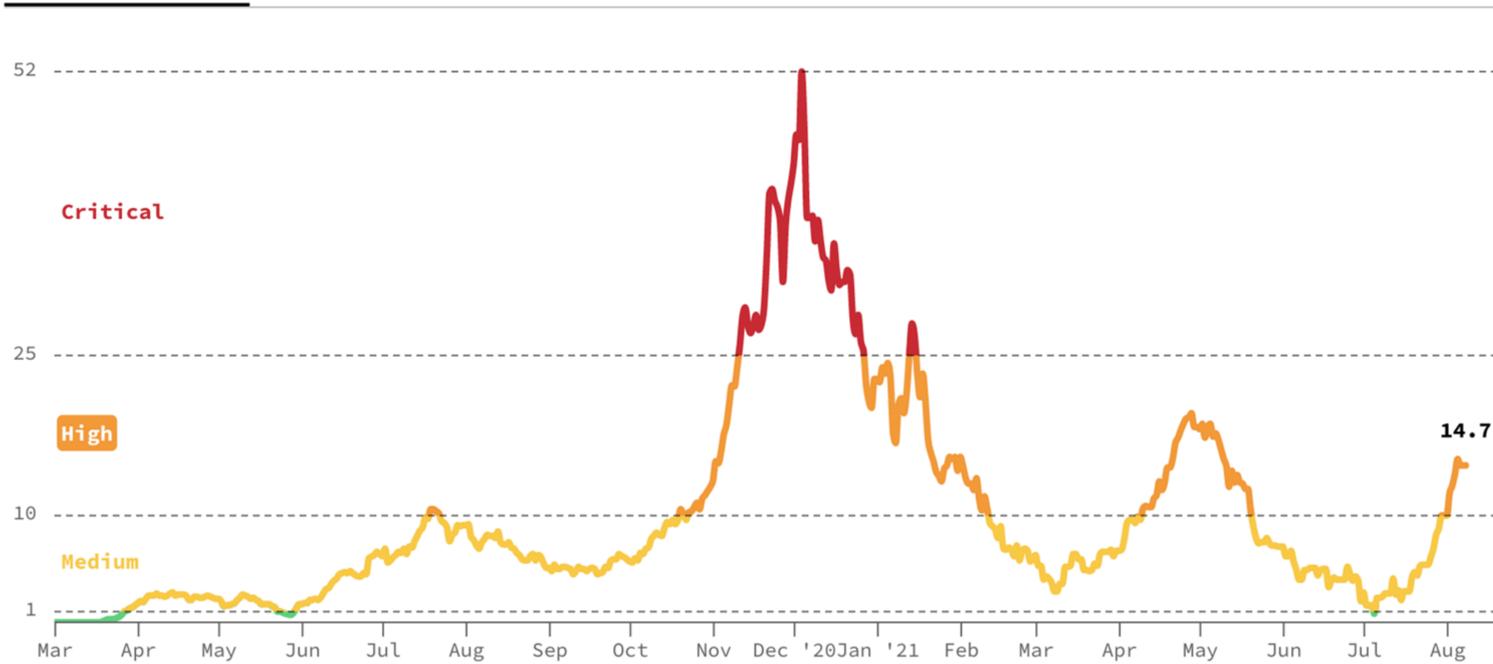
We are excited to return to
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for the 2021-2022 school year.

COVID-19

Daily New Cases

Cases

DAILY NEW CASES INFECTION RATE POSITIVE TEST RATE
● **14.7** PER 100K ● **1.21** ● **4.3%**



14.7

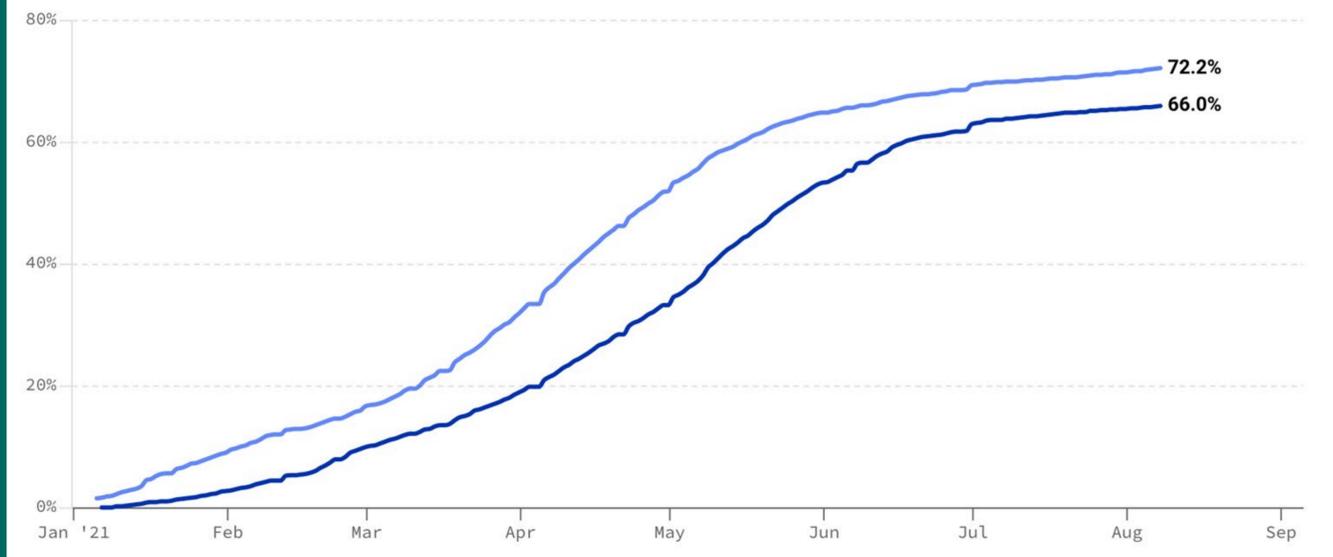
Average Daily New COVID-19 Cases in Multnomah County Per 100,000 people.

COVID-19

Vaccinations

% Vaccinated

1+ DOSE FULLY VACCINATED
● **72.2%** ● **66.0%**



66.0%

of people in Multnomah County are fully vaccinated against COVID-19.



Layered health and safety measures **will help us maximize full, in-person learning at PPS.**



✓ By establishing strong layered health and safety measures against COVID-19, we can maximize a full, uninterrupted in-person learning experience for PPS students all school year.

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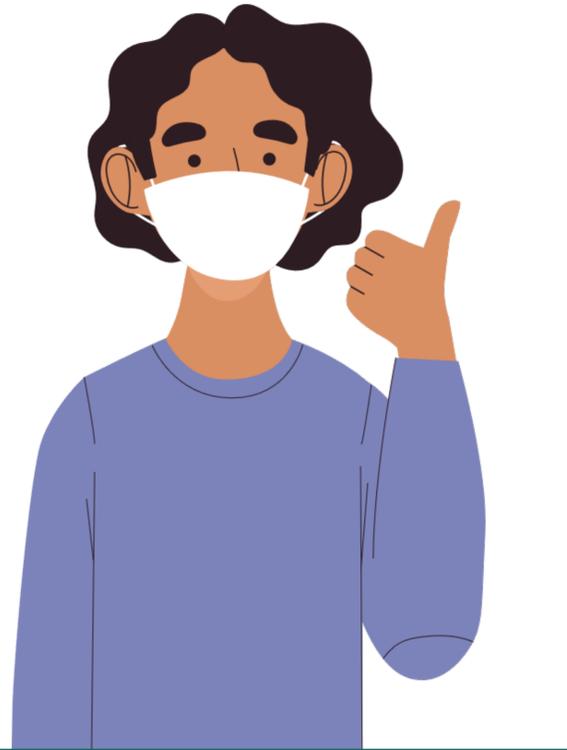
COVID-19 Vaccinations



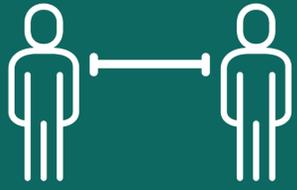
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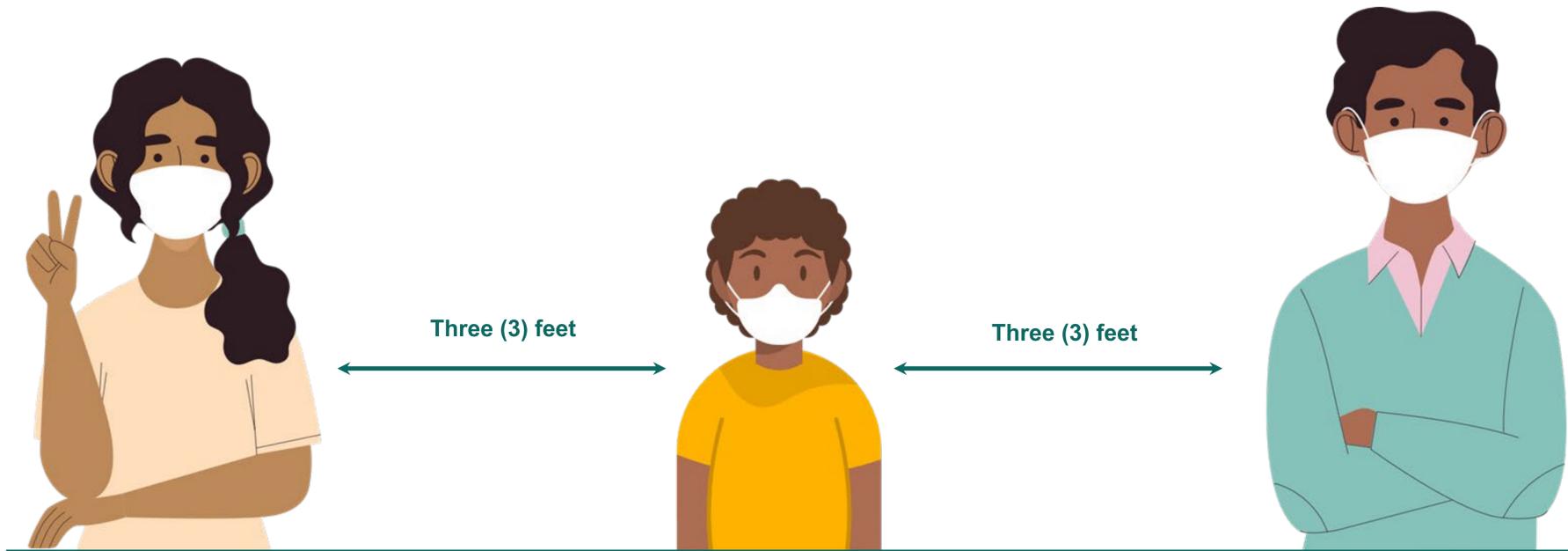
Masks



- **All PPS staff (and partner staff) and PreK-12 students will be required to wear masks** when indoors and around people, regardless of vaccination status.
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Airflow and Circulation

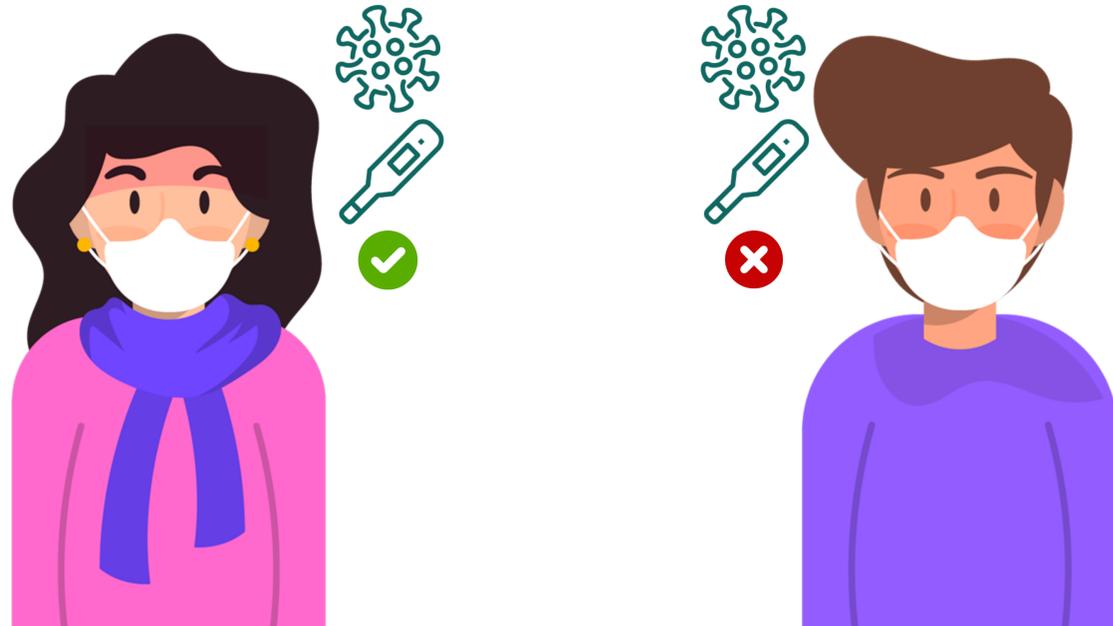


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- **Upgrading central air filters to MERV 13** standards across our schools.



COVID-19 Testing



- In partnership with the **Oregon Health Authority**, we plan to offer free COVID-19 screen testing to all PPS students and staff. Screening testing is for individuals **without symptoms or exposure to COVID-19**.



Isolation and Quarantine



- Children who are **exhibiting COVID-19 primary symptoms must stay home** (and families should consult their primary care provider).
- **We will follow local public health guidance** and requirements regarding COVID-19 isolation and quarantine procedures.
- If there is a case, we will follow **MESD and Multnomah County Health Department contact-tracing and quarantine procedures.**



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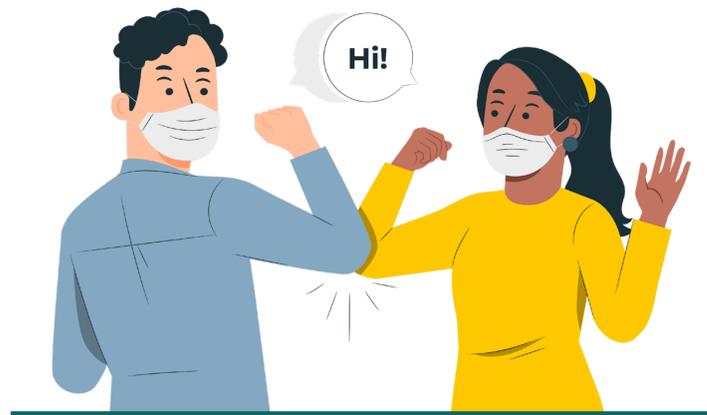
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Visitors and Volunteers

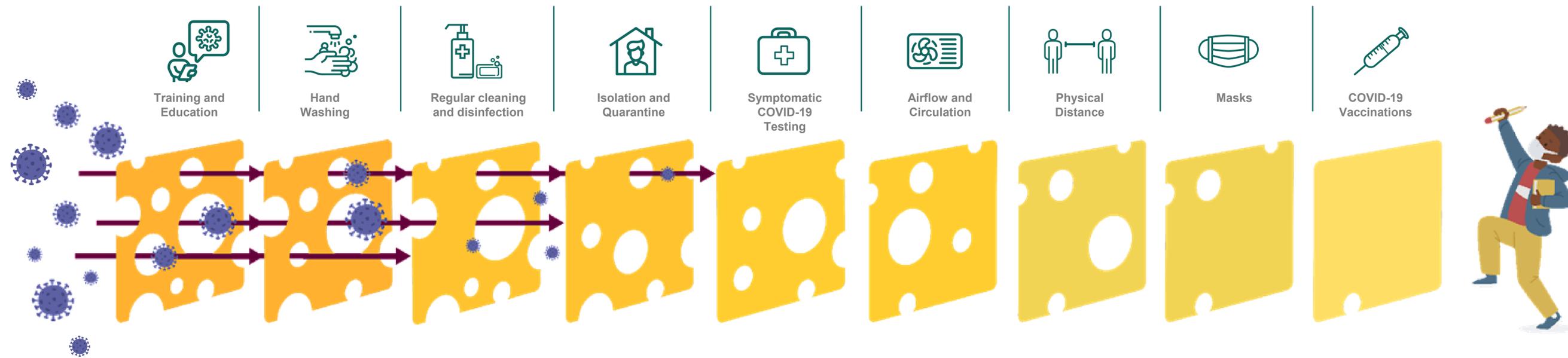


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PPS.net/BackToSchool2021



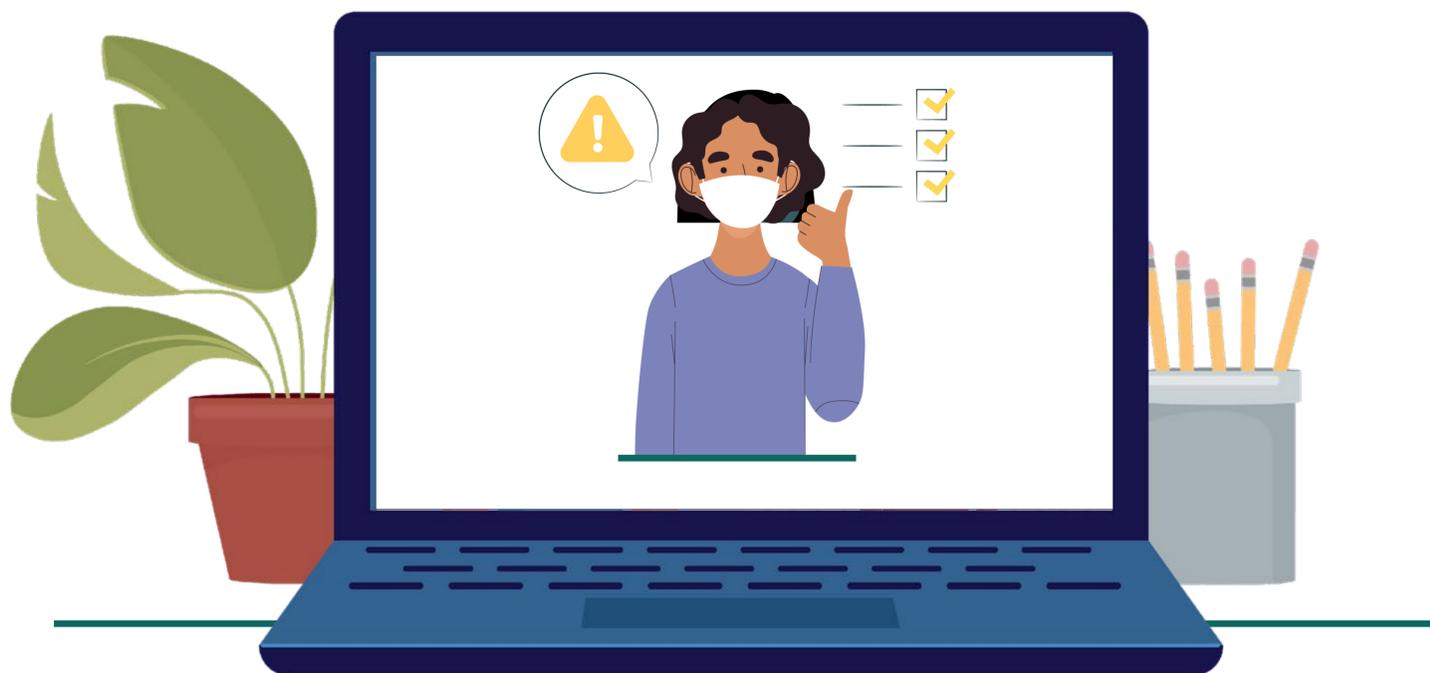
Standard Operating Procedures. Our step-by-step instructions for how PPS expects to implement our health and safety measures this school year.

Common Question and Answers. We will share answers to frequently asked questions (FAQ) by students, parents/guardians and staff. This will be updated on a regular basis.

Let's Talk, PPS. We invite you to send us your questions, concerns, suggestions, and/or compliments.



Common Questions & Answers



Version One Release Dates:

August 10:

- Hand washing
- Cleaning and Disinfection
- Masks

August 12:

- Training and Education
- Isolation and Quarantine
- Symptomatic COVID-19 Testing

August 16:

- Cafeteria and Lunch
- COVID-19 Vaccination
- Supplies

August 11:

- Physical Distance
- Cohorting
- School Buses

August 13:

- Health and Safety Plans
- Airflow and Circulation
- Visitors and Volunteers

August 17:

- Adherence to Safety Protocols
- PIL Sports
- Visual and Performing Arts



We are excited to see our students, educators and partners for a new school year!

