

Regular Meeting
Tuesday, February 8, 2022 6:00 PM

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

Agenda

1. 6:00 pm - Opening
2. 6:05 pm - Resolution to Recognize February 7-11, 2022 as National School Counseling Week (Resolution 6438) *Vote - Public Comment Accepted*
3. 6:15 pm - Proclamation and Recognition of February as Black History Month (Resolution 6439)
4. 6:25 pm - Consent Agenda: Resolutions 6440 through 6441, and 6444 *Vote- Public Comment Accepted*
 - 4.(a) Resolution 6440 - Adoption of the Index to the Minutes
 - 4.(b) Resolution 6441 - Expenditure Contracts
 - 4.(c) Resolution 6444 - Revenue Contracts
5. 6:30 pm - Student and Public Comment
6. 6:50 pm - Student Representative's Report
7. 7:05 pm - Board Committee and Conference Reports
8. 7:10 pm - Annual Multnomah Education Service District Resolution Process (Resolution 6442) *Vote - Public Comment Accepted*

9. 7:25 pm - Resolution 6445 - Academic Administrator Compensation
Vote- Public Comment Accepted
10. 7:35 pm - First Reading of a Policy
 - Climate Crisis Response Policy x.xx.xxx-P
11. 7:45 pm - Second Reading of a Policy (Resolution 6443) *Vote - Public Comment Accepted*
 - Student Representative and District Student Council Policy 1.20.012-P
12. 7:50 pm - Resolution to Authorize Superintendent Contract Extension (Resolution 6446)
Vote - Public Comment Accepted
13. 8:10 pm - Other Business / Committee Referrals
14. 8:15 pm - Adjourn

RESOLUTION No. 6438

Resolution to Recognize February 7-11, 2022 as National School Counseling Week

RECITALS

- A. Portland Public Schools school counselors embrace their role as anti-racist educators by actively looking for ways to interrupt systemic racism in educational policies and practices and integrating anti-racist content into their curriculum to reach all students
- B. School counselors are employed in all Portland Public Schools to help students reach their full potential, explore their abilities, strengths, interests, and talents as these traits relate to career awareness, academic and personal/social development.
- C. School counselors provide invaluable support to school communities including counseling, critical interventions, and school wide curriculum, all in support of students and families.
- D. Comprehensive, developmentally appropriate and prevention focused school counseling programs are considered an integral part of the educational process that enables all students to achieve success and prepare students to realize the Graduate Portrait and lead a more socially just world.
- E. School counselors seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students realize their full potential.

RESOLUTION

The Board of Education of Portland Public Schools extends greetings and best wishes to all observing February 7-11, 2022 as National School Counseling Week. The Board of Education recognizes all Portland Public Schools school counselors for the incredible efforts supporting students throughout this pandemic, acting as critical first responders for student mental health needs and social emotional support during distance learning and a return to in-person learning.

RESOLUTION No. 6439

Proclamation and Recognition of February as Black History Month

RECITALS

- A. Portland Public Schools celebrates Black excellence to elevate the success of Black students, and acknowledge their histories, and futures, in a way that affirms and allows Black students in our care to achieve their fullest potential and thrive into adulthood.
- B. Black History Month began in 1915 by historian Carter G. Woodson and other prominent leaders, as a way to formally observe the visionary contributions of Black people, and now is a time for recognizing the central role and contributions of members of the African Diaspora in U.S. history.
- C. The contributions of members of the African Diaspora and their endeavors to learn and thrive throughout history and make unforgettable marks in our Nation as artists, scientists, educators, business people, influential thinkers, members of faith communities, athletes, and political and governmental leaders, reflects the greatness of the people of the African diaspora within the United States.
- D. Black history reflects a people with a determined spirit of perseverance and cultural pride in its struggle to equitably share in the opportunities and burdens of a nation founded upon the principles of freedom and liberty for all people.
- E. The local community has enriched the diversity of perspective and experience in our District; and the Board of Education desires to recognize and honor the achievements and contributions of members of the African Diaspora.
- F. All students need an opportunity to understand their rich history and common humanity underlying all people, to develop pride in their own identity and heritage, and to respect, know, and accept the identity and heritage of others.
- G. In service of the Superintendent's audacious strategic framework of targeted universalism, shaped from the community-driven vision, we recognize our commitment to center the realities of Black students, and liberate them from the oppression embedded in our systems that they experience.
- H. Through leadership and practice, Portland Public Schools is dedicated to goals that advance racial justice, and demonstrate anti-racist values especially for Black communities in the Portland Metro area.

RESOLVED

The Board of Education of the Portland Public Schools hereby recognizes the month of February 2022 as Black History Month and encourages all educators to commemorate this occasion with appropriate ceremonies, instructional activities, and programs. The struggles and achievements of Black people and their role in America's history profoundly influences and enriches the culture of the United States. Portland Public Schools acknowledges these contributions and reaffirms its ongoing commitment to building awareness and an inclusive society.

RESOLUTION No. 6440

The Following Index to the Minutes are offered for Adoption:

- January 11, 2022 - Special Meeting
- January 11, 2022 - Regular Meeting
- January 18, 2022 - Special Meeting
- January 25, 2022 - Regular Meeting



Index to the Minutes

(Draft for Approval)

Regular Meeting

January 11, 2022

This document is a record of the actions taken by the Board of Education at the Regular Meeting held on January 11, 2022. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at:

<https://www.youtube.com/watch?v=HHDm6psrzk0&list=PL8CC942A46270A16E&index=9&t=6s>

Attendance

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

Absent: None

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RESOLUTIONS

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ACTIONS TAKEN

- **Consent Agenda – Resolutions 6424 through 6427**

Director Greene moved and Director Scott seconded the motion to approve the Consent Agenda, including Resolutions 6424 through 6427. 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 6431: Election of Board Chairperson**

Director Greene moved and Director Kohnstamm seconded the motion to approve Resolution 6431. The motion was put to a voice vote and passed (6 yes – 1 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: No, Director Andrew Scott: Yes; Student Representative Weinberg: Yes (Unofficial)

- **Resolution 6432: Election of Board Vice-Chairperson**

Director Greene moved and Director Hollands seconded the motion to approve Resolution Number. 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. 6424

The Following Index to the Minutes are offered for Adoption

- 12/14/2021 – Regular Meeting

RESOLUTION No. 6425

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

RECITAL

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

RESOLUTION

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

NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source	Certified Business
Pacific Sports Turf	1/12/22 through 1/11/25	Flexible Services Contractor Pool FSCP 91054	District-wide landscaping services on an as-needed basis. Request for Proposals 2020-2852	Not to Exceed \$3,000,000	C. Hertz Funding Source Varies	No
Buildskape, LLC	1/12/22 through 10/1/22	Construction C 91114	Additional classroom space at Franklin High School. Invitation to Bid-Construction 2021-3016	\$264,934	C. Hertz Fund 445 Dept. 5597 Project K0255	ESB
IBI Group	1/12/22 through 1/11/23 Option to renew for up to four one-year terms through 1/11/27	Architecture ARCH 91119	Design for mechanical upgrades at Kelly School. Request for Proposals 2021-3005	\$776,238	C. Hertz Fund 458 Dept. 5511 Project DS018	No
IBI Group	1/12/22 through 1/11/23 Option to renew for up to four one-year terms through 1/11/27	Architecture ARCH 91104	Design for mechanical upgrades at Bridger School. Request for Proposals 2021-3005	\$649,817	C. Hertz Fund 458 Dept. 5511 Project DS018	No
Field Turf USA, Inc.	1/12/22 through 6/30/22	Construction C 91124	Modernization of the Grant Bowl Field. Procured via cooperative purchasing agreement through Association of Educational Purchasing Agencies (AEPAs)	\$2,574,122	C. Hertz Funding Source Varies	No

*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

NEW COOPERATIVE PURCHASING AGREEMENTS

Contractor	Contract Term, Renewal Options	Administering Contracting Agency	Description of Goods or Services	Estimated Spend During Contract Term	Responsible Administrator, Funding Source	Certified Business
CDW Government, Inc.	1/12/22 through 12/30/22 Option to renew for one two-year period through 12/30/24	State of Oregon Oregon Cooperative Procurement Program (OCPP) COA 91058	Purchase of technology products and services.	Not to Exceed \$30,000,000	C. Hertz Funding Source Varies	No
EC Company dba Electrical Construction Company, Power Systems West	1/12/22 through 9/19/26	Multnomah County COA 91079	District-wide low voltage, access control, and other minor electrical work on an as-needed basis.	Not to Exceed \$1,000,000	C. Hertz Funding Source Varies	No

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Portland Public Schools	7/1/21 through 6/30/22	Intergovernmental Agreement IGA 91047	Columbia Regional Inclusive Services and District will partner to deliver regional services to eligible individuals with Autism Spectrum Disorder.	\$1,014,200	S. Bird Fund 205 Dept. 5430 Grant G2070

AMENDMENTS TO EXISTING CONTRACTS

No New Amendments

RESOLUTION No. 6426

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	7/1/21 through 6/30/23	Intergovernmental Agreement/Revenue IGA/R 91050	Funding to provide educational services to medically fragile children that reside at Providence Hospital.	\$2,101,964	S. Bird Fund 205 Dept. 9999 Grant G2077
State of Oregon	1/7/22 through 9/30/23	Intergovernmental Agreement/Revenue IGA/R 91121	Funding to implement and study teacher training to improve student reading outcomes.	\$500,000	S. Bird Funding Source Varies

AMENDMENTS TO EXISTING REVENUE CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Administrator, Funding Source
State of Oregon	7/1/21 through 8/31/22	Intergovernmental Agreement/Revenue IGA/R 89920 Amendment 1	Additional year of Teacher Pathway Partnership grant.	\$350,000 \$695,635	S. Bird Fund 205 Dept. 5449 Grant G2044

RESOLUTION No. 6427

Resolution to name the new McDaniel Field House the Bill Wiitala Senator Field House

RECITALS

- A. Portland Public Schools acknowledges that the names of school buildings have a significant impact on the overall educational environment and can foster positive student development and sense of belonging.
- B. In Spring of 2021, the Leodis V. McDaniel community commenced an engagement process led by a committee of students and staff to identify a name for the field house of McDaniel High School.
- C. The naming committee was asked to review nominations, gather community input, and ultimately provide a final recommendation for a name that represents all athletic programs at McDaniel, represents the community, and celebrates the history of the school.
- D. The committee unanimously recommended the Bill Wiitala Senator Field House as the name of the McDaniel High School new field house.
- E. Coach Bill Wiitila was a Social Studies teacher, coach, and Athletic Director at Madison High School, now named McDaniel High School. He coached the 1963 and 1964 Madison baseball teams to state championships after winning the Portland Interscholastic League title each of those years. He then served in the role of Athletic Director from 1966 to 1988, before moving to the Portland Interscholastic League District Administration office until his retirement in 1991.
- F. The decision to recommend Bill Wiitala Senator Field House as the name for the future structure supports the original naming committee's desire to create a shared history to celebrate what was and will remain a priority of the McDaniel High School Community. Coach Bill Wiitilla represents the McDaniel High School Community values of Community, Respect, Education, Equity, and Diversity (CREED) and is deserving of this honor.
- G. The Superintendent, having reviewed the process and work of the committee, recommends to the Board to name the Leodis V. McDaniel High School Field House the Bill Wiitala Senator Field House.

RESOLVED

The Board thanks the committee for its thoughtful work in developing and proposing a name for the future field house at Leodis V. McDaniel High School. The future field house at Leodis V. McDaniel High School will be named the Bill Wiitala Senator Field House.

RESOLUTION No. 6428

Tabled

RESOLUTION No. 6429

Tabled

RESOLUTION No. 6430

Tabled

RESOLUTION No. 6431

Election of Board Chairperson

Director Michelle DePass is hereby elected Chairperson of the Board for the period beginning January 11, 2022, until his/or her successor is elected.

RESOLUTION No. 6432

Election of Board Vice-Chairperson

Director Andrew Scott is hereby elected Vice-Chairperson of the Board for the period beginning January 11, 2022, until his/or her successor is elected.



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(Draft for Approval)

Special Meeting

January 11, 2022

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<https://www.youtube.com/watch?v=JzESjhgx1WA&list=PL8CC942A46270A16E&index=8&t=3183s>

Attendance

Present: Chair DePass; Vice-Chair Scott; Directors Brim-Edwards, Greene, Hollands, Kohnstamm, and Lowery;

Absent: None

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Actions Taken

02

ACTIONS TAKEN

- **Complaint 2022-01**

Director Lowery moved and Director Scott seconded the motion to vote to uphold the district's findings that concerns about the implementation of the Guaranteed Viable Curriculum (GVC) are inconclusive and the District staff will work with the school administrators to support teachers in their use of map assessment data and GVC. The motion was put to a voice vote and passed (5 yes – 2 no [Brim-Edwards and Kohnstamm]).

Director Julia Brim-Edwards: No, Director Michelle DePass: Yes, Director Greene: Yes, Director Hollands: Yes, Director Amy Kohnstamm: No, Director Eilidh Lowery: Yes, Director Andrew Scott: Yes



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(Draft for Approval)

Special Meeting

January 18, 2022

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Attendance

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

Absent: None

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*Two resolutions were approved with the same resolution number and have been given letters to distinguish them.

ACTIONS TAKEN

- **Resolution 6433 (A): Resolution to Authorize Amendment of the 2021-2022 School Calendar to include January 31, 2022, as a school climate workday for school staff**

Director Lowery moved and Director Scott seconded the motion to approve Resolution Number 6433 (A). 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. 6433 (A*)

Resolution to Authorize Amendment of the 2021-2022 School Calendar to include January 31, 2022, as a school climate work day for school staff

RECITALS

- A. Board Policy 3.20.010, Annual Calendar, states, "after Board approval, any modification of the [annual school] calendar will be made consistent with applicable provisions of the collective bargaining agreement and shall require final Board action."
- B. Portland Public Schools' recognizes the unusual and challenging year that students, educators, families, and our communities are in, brought on by the pandemic. Locally, we began the year in a COVID surge due to the Delta variant. Increasingly, we are experiencing another significant COVID surge due to the Omicron variant.
- C. The dynamic and unprecedented needs this year demand flexible responses and solutions. The District recommends that Monday, January 31, 2022, be converted from a regular school day to a staff collaboration and planning day so that schools can continue working on school climate plans and instructional practices to support the needs of their students.
- D. Changing January 31 to a mandatory professional development day on the calendar may have an impact on Required Instructional Time under OAR 581-022-2320. A regularly scheduled school day constitutes approximately 6 hours of instruction time in high school, 5.5 hours in middle school, and 5.25 hours in elementary school. Schools that transition to distance learning or have partial day schedule changes, and of course inclement weather, can impact our scheduled instructional minutes.
- E. Throughout this year, schools have been encumbered by exhaustive and changing safety protocols and requirements to protect our students, staff, and communities from COVID. Staffing shortages, exacerbated by an unprecedented lack of substitutes to cover for absences, communicable disease symptom exclusions and quarantines, and the heightened academic and social needs of our students returning to full time in-person school, have decimated planning and preparation time necessary for school staff to create consistent, reliable, and responsive school climates and systems of support for students.
- F. Portland Public Schools is challenged to create the conditions for school staff to thrive as we serve students in-person. Staff well-being is strained. Several schools have had to temporarily transition to distance learning as staffing shortages and staff and student absences have increased with COVID cases. We know that students' academic, social, mental, physical, and emotional health and well-being depend on our schools. To keep schools open, we must offer healthy spaces and resources for all students and staff.

RESOLUTION

The Board of Education authorizes the Superintendent to change the school calendar to convert January 31, 2022, from a student contact day to a staff work day focused on school climate and instructional planning.



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(Draft for Approval)

Regular Meeting

January 25, 2022

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https://www.youtube.com/watch?v=qtO3yb5hO_0&list=PL8CC942A46270A16E&index=2

Attendance

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

Absent: None

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RESOLUTIONS

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*Two resolutions were approved with the same resolution number and so have been given letters to distinguish them.

RESOLUTIONS TAKEN (B)

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

- **Resolution 6428: Resolution to Approve the Proposed Internal Performance Audit Plan**

Director Greene moved and Directors Kohnstamm and Hollands seconded the motion to approve Resolution 6428. 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 6429: Resolution to Adopt Revised Workplace Harassment Policy 5.10.060-P**

Director Greene moved and Director Hollands seconded the motion to approve Resolution 6429. 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 6430: Resolution to Rescind Board Policies**

Director Greene moved and Director Hollands seconded the motion to approve Resolution 6430. 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)

- **Consent Agenda – Resolutions 6433 (B) through 6436**

Director Greene moved and Director Hollands seconded the motion to approve the Consent Agenda, including Resolutions 6433 (B) through 6436. The motion was put to a voice vote and passed (7 yes – 0 no), with Student Representative Weinberg absent

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: Absent

- **Resolution 6437: Amendment to the Fiscal Year 2021-22 Budget for School District No. 1J, Multnomah County, Oregon**

Director Greene moved and Director and Hollands seconded the motion to approve Resolution 6437. 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 1642(B)

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority
Resolution to Approve the Proposed Internal Performance Audit Plan

RECITALS

- A. Board policy requires the Board of Education to review and approve an annual performance audit plan.
- B. The auditors from the Office of the Internal Performance Auditor consulted with the District's 2021-22 Audit Committee, board members, staff, and others in assessing district risks and operations in the development of a proposed audit plan ("Audit Plan").
- C. The Audit Committee met on December 9th, discussed the proposed audit topics, considered some additional suggestions for audits, and recommended one audit, the English Second Language (ESL) Audit, to the full Board. This audit is in addition to two audits currently underway and expected to be completed in 2021-22.

RESOLUTION

The Board of Education hereby approves proceeding with the proposed 2021-22 Audit Plan, which includes an audit of English Second Language (ESL), and the currently underway Hardship Transfers and the Student Body Funds (ASB/SBF) audits.

RESOLUTION No. 6433 (B)
RESOLUTION No. 6429
Expenditure Contracts that Exceed \$150,000 for Delegation of Authority
Resolution to Adopt Revised Workplace Harassment Policy 5.10.060-P

RECITALS

- A. On December 1, 2021, the Board Policy Committee reviewed and considered the proposed revisions of the Workplace Harassment policy 5.10.060-P.
- B. On December 14, 2021, the Board presented the first reading of the revised Workplace Harassment policy.
- C. Pursuant to District policy, the public comment was open for at least 21 days, and there was no public comment received during the comment period.

RESOLUTION

The Board hereby adopts the revised Workplace Harassment policy 5.10.060-P and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.

RESOLUTION No. 643(B)

**Expenditure Contracts that Exceed \$150,000 for Delegation of Authority
Resolution to Rescind Board Policies**

Rescission of

- i. 1.10.020-P: Definitions
- ii. 2.40.010-P: Teacher Membership on Committees

RECITALS

- A. On December 1, 2021, the Board of Education's Policy Committee reviewed and considered the necessity and relevance of:
 - i. 1.10.020-P: Definitions
 - ii. 2.40.010-P: Teacher Membership on Committees
- B. On December 14, 2021, the Board presented the first reading of each of those policies for rescission.
- C. The public comment period was open for at least 21 days, and no public comments were received.

RESOLUTION

The Board hereby rescinds each of the following policies:

- i. 1.10.020-P: Definitions
- ii. 2.40.010-P: Teacher Membership on Committees

RESOLUTION No. 6433 (B)Expenditure Contracts that Exceed \$150,000 for Delegation of Authority**RECITAL**

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

RESOLUTION

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

NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source	Certified Business
Floor Solutions, LLC	1/26/22 through 12/17/24	Flexible Services Contractor Pool FSCP 91077	District-wide flooring services on an as-needed basis. Request for Proposals 2020-2853	Not to Exceed \$3,000,000	C. Hertz Funding Source Varies	No
Oh Planning & Design, Architecture	1/26/22 through 1/25/23 Option to renew for up to four one-year terms through 1/25/27	Architecture ARCH 91159	Design for mechanical upgrades at Lent School. Request for Proposals 2021-3005	\$1,125,615	C. Hertz Fund 458 Dept. 5511 Project DS018	WBE
RMC Research Corporation	1/26/22 through 6/30/24	Personal Services PS 91165	External evaluation services to evaluate the implementation of Ready Math curriculum. Request for Proposals 2021-2967	\$287,412	C. Proctor Fund 191 Dept. 5445 Project H0315	No

*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

NEW COOPERATIVE PURCHASING AGREEMENTS

No New Cooperative Purchasing Agreements

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

No New Intergovernmental Agreements

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Administrator, Funding Source	Certified Business
Office of General Counsel Network	1/26/22 through 7/15/22	Legal Services LS 90342 Amendment 2	Adding funds and extending end date for General Counsel services. Direct Negotiation – Legal Services PPS-46-0525(13)	\$180,000 \$360,000	G. Guerrero Fund 101 Dept. 5460	WBE, ESB

RESOLUTION No. 6433 (B)						
Expenditure Contracts that Exceed \$150,000 for Delegation of Authority						
Multnomah Education Service District	1/26/22 through 6/30/22	Intergovernmental Agreement IGA 90891 Amendment 1	Increases the allocation available, as a Contracted Alternative School, from Student Investment Act funds.	\$143,713 \$633,409	C. Proctor Funding Source Varies	No
Open School	1/26/22 through 6/30/22	Personal Services PS 90296 Amendment 2	Increases the allocation available, as a Contracted Alternative School, from Student Investment Act funds. Request for Proposals 2020-2894	\$5,799 \$91,270	C. Proctor Funding Source Varies	No
Mt. Scott Center for Learning, Inc.	1/26/22 through 6/30/22	Personal Services PS 90294 Amendment 2	Increases the allocation available, as a Contracted Alternative School, from Student Investment Act funds. Request for Proposals 2020-2894	\$172,324 \$2,601,332	C. Proctor Funding Source Varies	No
Fora Health, Inc.	1/26/22 through 6/30/22	Personal Services PS 90293 Amendment 2	Increases the allocation available, as a Contracted Alternative School, from Student Investment Act funds. Request for Proposals 2020-2894	\$10,329 \$214,316	C. Proctor Funding Source Varies	No
Native American Youth & Family Center	1/26/22 through 6/30/22	Personal Services PS 90295 Amendment 2	Increases the allocation available, as a Contracted Alternative School, from Student Investment Act funds. Request for Proposals 2020-2894	\$56,295 \$934,279	C. Proctor Funding Source Varies	No
Portland Community College	1/26/22 through 6/30/22	Intergovernmental Agreement IGA 90257 Amendment 2	Increases the allocation available, as a Contracted Alternative School, from Student Investment Act funds. Request for Proposals 2020-2894	\$225,004 \$4,489,710	C. Proctor Funding Source Varies	No
Portland Youth Builders	1/26/22 through 6/30/22	Personal Services PS 90297 Amendment 2	Increases the allocation available, as a Contracted Alternative School, from Student Investment Act funds. Request for Proposals 2020-2894	\$11,583 \$442,403	C. Proctor Funding Source Varies	No
Youth Progress Association	1/26/22 through 6/30/22	Personal Services PS 90292 Amendment 2	Increases the allocation available, as a Contracted Alternative School, from Student Investment Act funds. Request for Proposals 2020-2894	\$7,316 \$204,265	C. Proctor Funding Source Varies	No
Rosemary Anderson High School	1/26/22 through 6/30/22	Personal Services PS 90323 Amendment 2	Increases the allocation available, as a Contracted Alternative School, from Student Investment Act funds. Request for Proposals 2020-2894	\$367,637, \$5,705,707	C. Proctor Funding Source Varies	No

RESOLUTION 16433(B)

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”) 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	7/1/21 through 6/30/22	Intergovernmental Agreement / Revenue IGA/R 91156	Measure 98 funding for High School Success program to expand career technical opportunities.	\$11,639,056	C. Proctor Funding Source Varies

AMENDMENTS TO EXISTING REVENUE CONTRACTS

No Amendments to Existing Revenue Contracts

RESOLUTION 16-633(B)

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

The authority to pay \$30,000 is granted to the Superintendent to enter into an agreement to resolve claims brought on behalf of a former student in a form approved by the General Counsel's Office.

RESOLUTION 643(B)

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority
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 the Deputy Superintendent of Instruction and School Communities.

RESOLUTION NO. 633(B)

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority
Amendment to the Fiscal Year 2021-22 Budget for School District No.
1J, Multnomah County, Oregon

RECITALS

- A. On June 15, 2021, the Board of Education (“Board”), by way of Resolution No. 6323, voted to adopt an annual budget for the Fiscal Year 2021-22 as required under Local Budget Law; and
- B. Board Policy 8.10.030-AD, “Budget Reallocations - Post Budget Adoption,” establishes the guidelines to ensure consistent and detailed communication on fiscal issues between the Superintendent and the Board; and
- C. Oregon Local Budget Law, ORS 294.471, allows budget changes after adoption under prescribed guidelines; and
- D. This Amendment 1 Revises appropriations and recognizes resources to align the budget with current projections. Changes in appropriation levels are summarized in Attachment A to this resolution.
 - a. Amendment No. 1 includes the following major components:
 - i. \$404.7 million General Fund - Beginning Fund balance and Appropriation adjustments
 - 1. Recognize resources to true up the audited beginning fund balance and recognize PERS Bond refunding.
 - 2. Adjust appropriation levels to more accurately reflect updated spending, including PERS issuance that took place in August 2021, an increase in the CBO Net Operating Expense allocation from 80% to 90%, allocation of funding to support the non-bond compensable work, as well as supporting the work to Rebrand two highschools.
 - ii. \$11.4 million Special Revenue Fund - Beginning Fund balance and Appropriation adjustments
 - 1. Recognize reduction in beginning fund balance to align with audited financials, additional resources include but are not limited to Student Investment Account (SIA), Elementary and Secondary School Emergency Relief Funds (ESSER), and other additional grants received.
 - 2. Adjust appropriations from additional State and Federal sources to align with the current spending plan.
 - iii. \$18.6 million Debt Service Fund - Beginning Fund balance and Appropriation adjustments
 - 1. Recognize resources and appropriation levels to include the PERS Bond refunding that took place in August 2021.
 - iv. \$21.8 million Capital Projects Fund - Beginning Fund balance and Appropriation adjustments
 - 1. Recognize resources to true up the audited beginning fund balances.
 - 2. Adjust appropriation levels to more accurately reflect the updated spending plan for the current year.
 - v. \$0.7 million Internal Service Contingency Fund - Beginning Fund balance and Appropriation adjustments from risk management.
 - 1. Adjust resources and appropriation levels to align with audited beginning fund balance.
- E. This resolution is to enable the Board to approve an Amendment to the annual budget for the Fiscal Year 2021-22, and is allowed under ORS 294.471(a) (b) (c) (d) & (h) which state that the budget may be amended at a regular meeting of the governing body.
- F. The Superintendent recommends approval of this resolution.

RESOLUTION 133 (B)

RESOLUTION 133 (B)
Expenditure Contracts that Exceed \$150,000 for Delegation of Authority
BE IT RESOLVED that the Board of Directors of Portland Public Schools, hereby amends budgeted expenditure appropriation levels as summarized by Fund and Appropriation Level in Attachment A for the fiscal year beginning July 1, 2021.

Portland Public Schools

Summary of Amendments to 2021-22 Adopted Budget

RESOLUTION No. 6433 (B)

Amendment #1

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

January 25, 2022

(in thousands)

	Adopted Budget	Adjustment	Amended Budget
100 - General Funds			
Resources			
Beginning Fund Balance	\$ 84,845	\$ 3,847	\$ 88,692
Local Property and Other Taxes	293,823	-	293,823
Local Option Taxes	104,279	-	104,279
Other Local Sources	13,724	-	13,724
County and Intermediate Sources	12,762	-	12,762
State School Fund	256,417	-	256,417
State Common School Fund	5,048	-	5,048
Federal and State Support	15	-	15
Interfund Transfers	0	-	0
Other	1,050	400,839	401,889
Total	\$ 771,963	\$ 404,686	\$ 1,176,649
Requirements			
Instruction	\$ 386,622	\$ 2,237	\$ 388,859
Support Services	328,092	4,794	332,886
Enterprise and Community Svcs	2,993	-	2,993
Debt Service & PERS UAL	1,223	400,839	402,062
Transfers of Funds	1,136	100	1,236
Contingency	51,896	(3,284)	48,612
Total	\$ 771,963	\$ 404,686	\$ 1,176,649
200 - Special Revenue Funds			
Resources			
Beginning Fund Balance	\$ 36,505	\$ (8,283)	\$ 28,222
Property and Other Taxes	323	-	323
Other Revenue from Local Sources	20,795	-	20,795
Intermediate Sources	0	-	0
State Sources	79,297	5,785	85,082
Federal Sources	166,240	13,750	179,990
Interfund Transfers	0	100	100
All Other Resources	0	-	0
Total	\$ 303,161	\$ 11,352	\$ 314,513
Requirements			
Instruction	\$ 121,344	\$ 20,088	\$ 141,432
Support Services	91,074	(1,566)	89,508
Enterprise and Community Svcs	54,053	(4,154)	49,899
Facilities Acquisition and Construction	69	-	69
Transfers of Funds	0	-	0
Contingencies	4,903	(3,520)	1,383
Unappropriated Ending Fund Balance	31,718	504	32,222
Total	\$ 303,161	\$ 11,352	\$ 314,513
300 - Debt Service Funds			
Resources			

		January 25, 2022		
Beginning Fund Balance		\$ 10,228	\$ 1,445	\$ 11,673
Property and Other Taxes		138,667	-	138,667
Other Revenue from Local Sources		60,284	17,131	77,415
Federal Sources	RESOLUTION No. 6433 (B)			
Interfund Transfers	Expenditure Contracts that Exceed \$150,000 for Delegation of Authority	1,754	-	1,754
Total		\$ 210,963	\$ 18,576	\$ 229,539
Requirements				
Debt Service & PERS UAL		\$ 200,309	\$ 18,093	\$ 218,402
Unappropriated Ending Fund Balance		10,654	483	11,137
Total		\$ 210,963	\$ 18,576	\$ 229,539
400 - Capital Projects Funds				
Resources				
Beginning Fund Balance		\$ 749,789	\$ 21,802	\$ 771,591
Other Revenue from Local Sources		7,425	-	7,425
Intermediate Sources		0	-	0
State Sources		6,544	-	6,544
Interfund Transfers		0	-	0
All Other Resources		0	-	0
Total		\$ 763,758	\$ 21,802	\$ 785,560
Requirements				
Instruction		\$ -	\$ -	\$ -
Support Services		2,313	27	2,340
Facilities Acquisition and Construction		438,017	21,775	459,792
Transfers of Funds		618	-	618
Contingency		0	-	0
Unappropriated Ending Fund Balance		322,810	-	322,810
Total		\$ 763,758	\$ 21,802	\$ 785,560
600 - Internal Service Funds				
Resources				
Beginning Fund Balance		\$ 5,858	\$ 692	\$ 6,550
Other Revenue from Local Sources		2,607	-	2,607
State Sources		100	-	100
Total		\$ 8,565	\$ 692	\$ 9,257
Requirements				
Support Services		\$ 3,778	\$ -	\$ 3,778
Contingency		4,787	692	5,479
Unappropriated Ending Fund Balance		0	-	0
Total		\$ 8,565	\$ 692	\$ 9,257
All Funds Total		\$ 2,058,410	\$ 457,108	\$ 2,515,518

Summary of Amendments to 2021-22 Adopted Budget
RESOLUTION No. 4433 (B)

January 25, 2022
 Expenditure Contracts that Exceed \$150,000 for Delegation of Authority
 (in thousands)

		General Funds (100)	Special Revenue Funds (200)	All Other Funds	Total Funds
Adopted Resources:		\$ 771,963	\$ 303,161	\$ 983,286	\$ 2,058,410
Adjustments:					
1. Adjustments across funds to true up Beginning Fund Balance to audited financials.		3,847	(8,283)	23,939	19,503
2. Increase in General Fund Other resources to recognize the PERS Bond Refunding.		400,839			400,839
3. Increase in Debt Service Fund Other Revenue Local Sources to recognize the additional due to PERS Bond Refunding.				17,131	17,131
3. Increase in Special Revenue Fund Federal Sources to include updates to FEMA, ESSER, and other Federal sources			13,750		13,750
4. Increase in Special Revenue Fund State Sources to include the SIA carryover from prior year & add'l funding rec'd			5,785		5,785
5. Increase in Special Revenue Fund Interfund transfers to allocate for Nutrition Services resources from GF.			100		100
Total Resource Changes		404,686	11,352	41,070	457,108
Recommended Amended Resource Budget		\$ 1,176,649	\$ 314,513	\$ 1,024,356	\$ 2,515,518
	Function	General Funds (100)	Special Revenue Funds (200)	All Other Funds	Total Funds
Adopted Requirements:		\$ 771,963	\$ 303,161	\$ 983,286	\$ 2,058,410
Adjustments:					
1. Increase in General Fund Instruction to allocate the change in the CBO's Net Operating Exp. from 80% to 90%	1000	2,237			2,237
2. Increase in General Fund Support Services to recognize the General Fund Bond Carryover to support the IT and Curriculum Adoption projects.	2000	3,794			3,794
3. Increase in General Fund Support Services for District Rebranding activities.	2000	1,000			1,000
4. Increase in General Fund Debt Service to account for PERS Bond Refunding.	5000	400,839			400,839
Increase in Special Revenue Fund Debt Service to appropriate for the updated PERS expenditures.	5000			18,093	18,093
5. Increase in General Fund Transfers to allow for the annual Nutrition Services unpaid meal write-off.	5000	100			100
6. Decrease in General Fund Contingency to allocate appropriation to support the CBO funding increase and the Rebranding projects.		(3,284)			(3,284)
6. Increase in Special Revenue Fund Instruction to align carryover and additional resources with the planned investments related to SIA, ESSER, M98, the new Online Learning Academy and other recently received grants.	1000		20,088		20,088
7. Decrease in Special Revenue Fund Support Services to align appropriation to the updated spending plan for SIA, ESSER and M98.	2000		(1,566)		(1,566)
8. Decrease in Special Revenue Fund Enterprise and Community Services to align appropriation to the updated spending plan for SIA, ESSER & Nutrition Services	3000		(4,154)		(4,154)
9. Decrease in Special Revenue Fund Contingency to align appropriation with the updated spending plan for ESSER.	6000		(3,520)		(3,520)
10. Increase in Special Revenue Fund Ending Fund Balance to align appropriation with the updated spending plan across funds.	7000		504		504
11. Increase in Capital Funds Support Services to align with projected spending on staff and insurance.	2000			27	27
12. Increase in Capital Funds Facility Acquisitions to align carryover resources with the projected spending plan.	4000			21,775	21,775
13. Increase in Internal Service Fund Contingency to allocate carryover to appropriation.				692	692
13. Increase in Debt Service Ending Fund Balance to allocate carryover to an appropriation.	7000			483	483
Total Requirement Changes		404,686	11,352	41,070	457,108
Recommended Amended Requirement Budget		\$ 1,176,649	\$ 314,513	\$ 1,024,356	\$ 2,515,518

RESOLUTION No. 6441

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

RECITAL

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

RESOLUTION

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

NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source	Certified Business
The New Teacher Project	2/9/22 through 1/10/23 Option to renew for up to two additional one-year terms through 1/10/25	Personal Services PS 91171	Develop a culturally responsive integrated instructional framework and PK-12 developmental continuum. Request for Proposals 2021-3017	Original Term: \$148,941 Total through all renewals: \$435,000	C. Proctor Fund 101 Dept. 5445	No
Lewis & Clark College	2/9/22 through 8/31/22	Personal Services PS 91164	Assist with development of Equity-Centered Pipeline Initiative (ECPI) under the Wallace Foundation grant. Direct Negotiation – Npn-District Funding Source Identifies Contractor PPS-46-0525(6)	\$470,000	S. Reese Fund 299 Dept. 5449 Grant S0455	N/A - nonprofit
First Student	7/1/22 through 6/30/28 Option to renew for up to two additional two-year terms through 6/30/32	Services S 91168	Home to School student transportation services for the Eastside. Request for Proposals 2020-2903	Original Term: \$88,000,000 Total through renewals: \$154,000,000	C. Hertz Fund 101 Dept. 5560	No
Miller Nash Graham Dunn LLP	2/9/22 through 6/30/22	Legal Services LS 91173	New and ongoing legal services as needed. Direct Negotiation – Legal Services PPS-46-0525(13)	\$300,000	G. Guerrero Fund 101 Dept. 5460	No

*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

NEW COOPERATIVE PURCHASING AGREEMENTS

Contractor	Contract Term, Renewal Options	Administering Contracting Agency	Description of Goods or Services	Estimated Spend During Contract Term	Responsible Administrator, Funding Source	Certified Business
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Millerknoll, Inc. dba Herman Miller, Inc.	2/23/22 through 12/31/24 Option to renew for one additional two-year term through 12/31/26	City of Charlotte OMNIA Partners PPS- COA 91183	Furniture, installation, and related services on an as-needed basis.	\$3,000,000	C. Hertz Fund 455 Dept. 5511	No
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NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

No New Contracts

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Amendment Amount, Total Amount	Responsible Admin, Funding Source	Certified Business
Catapult Learning West	2/9/22 through 8/31/22	Personal Services PS 90660 Amendment 1	Additional funding for Title I Tutoring at private schools. Direct Negotiation – Title I Tutoring for Private Schools PPS – 46-0525(10)	\$119,688 \$282,267	C. Proctor Fund 205 Dept. Varies Grant G2050	No
STA of Oregon, Inc.	7/1/22 through 6/30/28 Option to renew for up to two additional two-year terms through 6/30/32	Services S 90074 Amendment 2	Home to School transportation services – Westside This amendment increases the wage rate for drivers. Request for Proposals 2020-2903	\$15,000,000 \$86,000,000	C. Hertz Fund 101 Dept. 5560	No

RESOLUTION No. 6444

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
State of Oregon	7/1/21 through 9/30/22	Intergovernmental Agreement/Revenue IGA/R 90271 Amendment 2	Pass through funds to state-sponsored charter schools – Cottonwood.	\$131,845 \$176,242	C. Proctor Fund 251 Dept. 5485 Grant W0500
State of Oregon	7/1/21 through 9/30/22	Intergovernmental Agreement/Revenue IGA/R 90272 Amendment 2	Pass through funds to state-sponsored charter schools – Ivy School.	\$208,493 \$272,143	C. Proctor Fund 251 Dept. 5485 Grant W0501

RESOLUTION No. 6442

Annual Multnomah Education Service District Resolution Process

RECITALS

- A. The 2022-23 Multnomah Education Service District (“MESD”) Local Service Plan (“LSP”) is essentially an annual menu of options offered to the MESD Superintendents’ Council for the Council’s review, modification(s), and approval.
- B. The services offered in the LSP require approval of the component districts’ boards by March 1, annually. The Services offered in the LSP must be adopted by two thirds of component districts’ boards.
- C. A separate list of the specific services for Portland Public Schools, or the District Service Plan, will be included in the 2022-23 budget development process.
- D. The actual selection and use of resolution funds to pay for selected services remains at the discretion of each individual district. This Resolution does not commit Portland Public Schools to each of the specific services offered by MESD; it affirms the overall services offered to all of the local component districts and contains the terms of the LSP offered by the MESD.

RESOLUTION

- 1. The Board of Directors of Portland Public Schools, School District No. 1J, Multnomah County, Oregon, agrees to the conditions and provision of all programs and services, described in the 2022-23 Local Service Plan – Multnomah Education Service District with no exceptions.
- 2. In the event that the required resources are not available, each and every program and service is subject to reduction or elimination at the discretion of the Multnomah ESD Board. If such reductions or eliminations are necessary, they will be made through contingency planning in cooperation with the Superintendents of the local component districts.

MESD Local Service Plan



2022-2023

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MULTNOMAH EDUCATION SERVICE DISTRICT

MESD Administration Building

11611 NE Ainsworth Circle
Portland, OR 97220
Phone: 503-255-1841

Arata Creek School

Timothy Rodgers-Principal
2470 SW Halsey St.
Troutdale, OR 97060
Phone: 503-262-4850

Burlingame Creek School

Timothy Rodgers-Principal
876 NE 8th St.
Gresham, OR 97030
Phone: 503-262-4050

Donald E. Long School

Christine Otto-Principal
1401 NE 68th St.
Portland, OR 97213
Phone: 503-988-5937

Four Creeks School

Nicole Hilton-Principal
14513 S.E. Stark St
Portland, OR 97233
Phone: 971-229-6470

Helensview School

Dan Cohnsteadt-Principal
8678 NE Sumner St.
Portland, OR 97220
Phone: 503-262-4150

Knott Creek School

Nicole Hilton-Principal
11456 NE Knott Street
Portland, OR 97220
Phone: 971-229-9470

Ocean Dunes High School

Joy Koenig-Principal
4859 S. Jetty Rd.
Florence, OR 97439
Phone: 541-791-5909

Three lakes High School

Joy Koenig-Principal
4400 Lochner Rd. SE.
Albany, OR 97322
Phone: 541-791-5909

Wheatley School

Erick Welsh-Principal
14030 NE Sacramento St.
Portland, OR 97230
Phone: 503-262-4000

Wynne Watts-Kerr Center

Amy Marquardt-Dustin-Principal
930 NE 162nd
Portland, OR 97230
Phone: 503-262-4200

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CHAIR

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VICE-CHAIR

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Director of Student Services

Todd Greaves 503-257-1658
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Director of Human Resources

Deon Logan 503-257-1513
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ADMINISTRATION

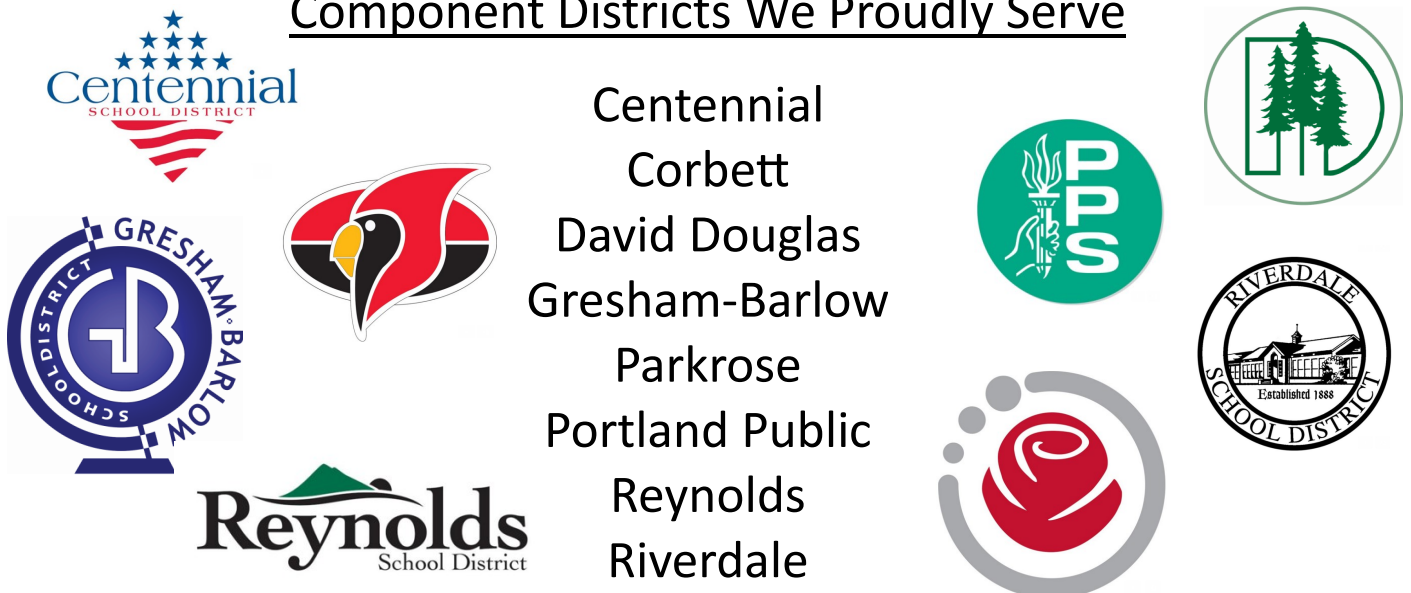
Multnomah Education Service District

Local Service Plan

Each ESD's component school districts are to pass the Local Service Plan following these guidelines: It must be passed by 2/3 of the districts representing more than 50% of the student population. The Local Service Plan must contain, and every ESD must provide, the following services:

- Programs for children with special needs, including but not limited to special education services, comprehensive school health services, services for at-risk students and professional development for employees who provide those services.
- Technology support for component school districts and the individual technology plans of those districts, including but not limited to technology infrastructure services, data services, instructional technology services, distance learning and professional development for employees who provide those services.
- School improvement services for component school districts, including but not limited to services designed to support component school districts in meeting the requirements of state and federal law, services designed to allow the education service district to participate in and facilitate a review of the state and federal standards related to the provision of a quality education by component school districts, services designed to support and facilitate continuous school improvement planning, services designed to address school wide behavior and climate issues and professional technical education and professional development for employees who provide those services.
- Administrative and support services for component school districts, including but not limited to services designed to consolidate component school district business functions, liaison services between the Department of Education and component school districts and registration of children being taught by private teachers, parents or legal guardians pursuant to ORS 339.035.
- Other services that an education service district is required to provide by state or federal law, including but not limited to services required under ORS 339.005 to 339.090.

Component Districts We Proudly Serve



Multnomah Education Service District

2022-2023 Local Service Plan (LSP) Timeline

September 2021	Share timeline with Advisory groups (Instruction, Student Services, Technology Services)
October 2021	Present initial draft to Advisory groups, and gather feedback
November 2021	Present second draft LSP to Advisory groups and gather feedback
January 2022	Present final draft to Superintendents MESD Board approves LSP
February 2022	Component Districts approve LSP with a Board Resolution Budget/costing template development begins.
March 2022	Districts are asked to confirm any significant changes in LSP participation MESD costing estimates draft revised (if needed) and shared with Directors
April 2022	MESD proposed budget presented to budget committee Minimum Commitments for LSP Services due to MESD
May 2022	Costing template and services commitments finalized

Budget in Brief

Local Service Plan offerings are significantly funded by State School Fund revenues allocated to component districts and by other federal, state, and local revenues. Below is the estimated state school fund revenues for the current biennium.

State School Fund Estimates for the 2021-2023 Biennium

	<u>2021-2022</u>	<u>2022-2023</u>	<u>Total</u>
Legislative Appropriation ¹	\$ 4,556,902,000	\$ 4,742,898,000	\$ 9,299,800,000
Less state-wide transfers/deductions ("carve-outs")	<u>(55,731,667)</u>	<u>(55,731,667)</u>	<u>(111,463,334)</u>
State revenue for formula	4,501,170,333	4,687,166,333	9,188,336,666
Plus local revenue for formula	<u>2,279,748,374</u>	<u>2,376,637,680</u>	<u>4,656,386,053</u>
Total revenue for formula ²	6,780,918,707	7,063,804,013	13,844,722,719
ESD share at 4.5%	305,141,342	317,871,181	623,012,522
Less ESD transfers/deductions ("carve-outs")	<u>(9,285,125)</u>	<u>(9,285,125)</u>	<u>(18,570,250)</u>
ESD State School Fund formula revenue for distribution	\$ 295,856,217	\$ 308,586,056	\$ 604,442,272
Estimated MESD portion of ESD distribution			
	\$ 46,449,254	\$ 48,471,074	\$ 94,920,328
MESD allocation to funds			
Operating Fund (10%) for general operations	\$ 4,644,925	\$ 4,847,107	\$ 9,492,032
Resolution Fund (90%) for Component Districts	\$ 41,804,329	\$ 43,623,967	\$ 85,428,296

MESD Allocation to Component Districts	ODE Extended ADMw*	Hold Harmless ADMw	% of Total	2021-22 Apportionment	2022-23 Apportionment
Centennial	7,487.09	7,487.09	6.8%	\$ 2,845,699	\$ 2,969,565
Corbett (X 1.61)	1,253.43	2,018.02	1.8%	767,011	800,398
David Douglas	11,750.75	11,750.75	10.7%	4,466,234	4,660,638
Gresham-Barlow	13,891.48	13,891.48	12.6%	5,279,884	5,509,704
Parkrose	3,814.71	3,814.71	3.5%	1,449,898	1,513,008
Portland Public	55,975.09	55,975.09	50.9%	21,275,055	22,201,105
Reynolds	13,932.36	13,932.36	12.7%	5,295,422	5,525,918
Riverdale (X1.61)	694.73	1,118.52	1.0%	425,126	443,631
Total	108,799.64	109,988.02		\$ 41,804,329	\$ 43,623,967

¹ The SSF estimate is based on the ODE Estimate dated 11/02/2021.

² This estimate assumes a 4.255 increase in local revenues for 22/23.

Instructional Services

Alternative Pathways: Alternative Pathways includes the TRiO Educational Talent Search program, grant funded through the U.S. Department of Education. Established with the passage of Title IV of the Higher Education Act of 1965, TRiO provides educational opportunities for low-income and first-generation students.

Assessment and Evaluation Program: Educational services leading to a high school diploma or GED are provided to students currently in the Assessment and Evaluation Education Program, a behavioral rehabilitation services placement located inside of the Donald E. Long juvenile facility. Youth served are between ages 13-17 and require a staff-secured, out-of-home placement for assessment/evaluation, stabilization and transition planning.

Education Programs in Detention and Correctional Facilities: MESD provides educational programming inside of youth and adult detention and correctional facilities leading up to a high school diploma or GED. Services include credit attainment, training services, IEP services, and ELL services to students who are detained, awaiting trials, or hearings, or to students who have been incarcerated. These programs include:

- The Incarcerated Youth Program (IYP), which serves adults 18-21 years of age who are detained and have not earned a regular high school diploma or GED. This service is provided in accordance with OAR 581-015-2600.
- The Juvenile Detention Education Program (JDEP), which serves youth up to the age of 18 who are detained, awaiting trials, or hearings inside a juvenile detention facility in accordance with OAR 581-015-2585.
- The Youth Correctional Education Program (YCEP), which serves adjudicated youth up to the age of 25 who are housed in an Oregon Youth Authority facility in accordance with OAR 581-015-2585. Secondary and post-secondary programs, such as vocational education, college and dual credit enrollment, are offered at these locations.

Transition Supports: MESD provides program transition supports and educational advocacy for youth while in and after leaving unique educational settings including hospitals, detention facilities, correctional facilities and long term care and treatment facilities.

Instructional Services (Continued)

Helensview School – Helensview provides individualized instruction and specialized support services for youth ages 12-21 who have dropped out of school or who are experiencing chronic attendance or behavioral issues. Helensview students receive personalized academic support, social services and connection to post-secondary options. Supports include access to dual credit, career and technical education and on-site job training and certifications.

Helensview Phoenix – Pregnant and Parenting Student Services: The Phoenix program at Helensview provides services to youth, ages 12-21 who are pregnant and/or parenting and identified as at-risk and require individualized programming, prenatal and parenting instruction. An on-site day care is provided to students.

Helensview – Therapeutic classroom: The Therapeutic classroom at Helensview provides individualized support to students identified for special education services who have mental health needs and require a small staff-student ratio. Classrooms providing academic and behavioral instruction are available at both the middle school and high school level.

Hospital School Program: The Hospital School Program provides educational services including credit attainment, IEP services, and ELL services to students in grades K- 21 years of age with medical, rehabilitation or mental health needs during the course of their hospitalization and/or ongoing treatment in accordance with ORS 343.261(2) and ORS 327.023(3). Youth in medical clinics, siblings and family members of hospitalized youth, may also receive instruction and support. The educational impact to hospitalized children is mitigated by receiving ongoing educational services, maintaining contact with their youth's attending districts, and by planning a reasonable and realistic transition back to school following hospitalization.

Long Term Care and Treatment: The Long Term Care and Treatment (LTCT) program provides educational services including credit attainment, IEP services, and ELL services to students in grades K-12 residing in a Long Term Care and Treatment facility in accordance with OAR 581-015-2571. LTCT locations include the Wynne Watts School program.

College/Career Readiness: The purpose of College/Career Readiness is to facilitate the acceleration of component districts' movement toward a system that provides increased opportunities and clearly articulated pathways for high school students in attaining college credit while attending their home high schools as well as preparing them to enter post-secondary career training. The development of supports can include career and technical opportunities, college-level educational opportunities and/or drop-out prevention strategies.

Instructional Services (Continued)

Home School Notification: Multnomah County parents electing to educate students at home in lieu of enrolling their student(s) in a regular comprehensive school must notify MESD, as required by ORS 339.035. MESD, as required by law, maintains a database with home school student directory information, requests test results from students as required under OAR 581-021-0026(5), submits reports to component districts to notify them of their home school population, and maintains a web page as a resource for parents and component districts to refer to regarding the laws pertaining to home schooling.

Migrant Education Program: The Migrant Education Program provides education services and support through grants with the U.S. Department of Education for migrant families and children between the ages of 3-21 years old who have moved within the last three years for work in agriculture. The program ensures such children receive full and appropriate opportunities to meet the same challenging academic standards that all children are expected to meet. Services and support center around five main components: school readiness, reading, math, high school graduation, and non-instructional support services. Support also extends to parent engagement and recruitment.

- **Migrant Education School Readiness:** Migrant Education School Readiness services apply to children 3-5 years old and provide learning opportunities for cognitive, social, emotional and motor skills development in English or Spanish, depending on the native language of the children. Home visits with preschool parents provide specialized training and materials to support their children's development and growth. Incoming kindergarten students participate in a summer transition class to prepare for entering school in the fall.
- **Migrant Education Summer Program:** The Migrant Education Program provides a full-day supplemental summer extension for incoming kindergarten through 12th grade migrant children and youth. Academic services focus on math and reading for students in kindergarten through 8th grade. Incoming and current secondary student services center on graduation and post-secondary college or career pathways through volunteer opportunities based within the school and community. Transportation and meals are provided for all students.

Outdoor School and Companion Programs: Outdoor School is an overnight environmental science program for sixth grade students and high school student leaders. Curriculum focuses on hands-on science and social emotional learning. High School programming emphasizes leadership development and career learning. Companion programs include the Fourth Grade Overnight and other customized programs for grades 2-12. Outdoor School special projects can include consultation services for schools or other organizations that seek to develop youth programming in the outdoors. Other projects could include professional development for youth programming in leadership, outdoor science and community building, and curriculum development that can include teaching kits for use in the outdoor setting.

Instructional Services (Continued)

Regional School Improvement: School Improvement provides professional learning and technical support in the following areas that include: High School Diploma Requirements, Common Core Standards, Common Formative Assessment, and Secondary and Elementary Literacy & Math content area support by specialists. The High School Diploma initiative includes the development of alternative assessment and credit by proficiency assessments as well as facilitating the development of Reading, Writing and Math Work Samples to meet state required Essential Skills Assessments. Support is also provided for appropriate implementation of the Oregon State Summative Assessment. Additionally, School Improvement provides professional development and technical support in science/STEM. Services include instructional support and coaching for science teachers as well as facilitation in the implementation of Next Generation Science Standards (NGSS).

Behavior and Instructional Consultation Services:

Consultation from the Student Services and Instructional Services Departments is provided at the request of a district. Services may be provided within the regular classroom setting or in an alternative educational setting. There is a referral process that includes a needs assessment at no cost with further consultation and services provided as a fee for service. A contract agreement is created which includes a clear description of the services provided and fees. The team may include an administrator, teacher, speech pathologist, school psychologist, occupational therapist, nurse and/or a behavior consultant.

Professional Learning supports rooted in social-emotional learning and trauma sensitive practices may be provided to assist with behavioral strategies, collaborative problem solving, restorative justice strategies, culturally responsive practices, compassion fatigue and vicarious trauma awareness.

Curriculum Services: MESD provides support related to curriculum selection, implementation and on-going assistance. This includes aiding the Oregon Department of Education in providing districts the opportunity to review Curriculum Adoption materials and to provide professional learning (as needed) related to the Adoption. Additionally, MESD supports the implementation of programs such as the "Classroom Law Project", which brings law-related educational programs into Oregon schools.

Instructional Services (Continued)

Instruction Services Special Projects: MESD Instruction Services has considerable expertise in developing and strengthening instructional programs. Instruction Services special projects could include consultation, management or coordination of projects that seek to develop/strengthen instructional programs, such as mentoring and grant application/implementation. Additional projects could include curriculum and instruction development, supports to promote regular attendance/reducing chronic absenteeism, and coaching. These projects could be at a local school district level, county level or state level.

Student Assessment Services – Special Projects: Student Assessment Services provides data collections support, technical assistance, support and training on assessment procedures and administration of the score sites; and provides help desk support, technical assistance and training to school districts participating in the state’s on-line English Language Proficiency Assessment. In addition, Student Assessment Services provides the development and support of Essential Skills work samples in reading, writing and mathematics, as well as training in how to assess/score the work samples. Reading, writing and mathematics Essential Skills Assessments are provided in native languages.

Regional Equity Professional Development: MESD may hire staff or contract with specialists to provide leadership, planning, and professional development and learning.

This support will be based in equity, and culturally responsive and culturally sustaining practices and instruction. This could also include managing and coordinating of regional equity work. These projects could be at a local school district level, county level or state level.

Regional Education Network Support/EAC Support: The Regional Educational Network (REN) is a statewide initiative to support the growth and development of educators across the career continuum. MESD provides support and facilitation for the development and sustaining of networked improvement communities, professional development and prioritized initiatives.

Student Success Act Supports: MESD provides support and technical assistance to districts in navigating the requirements of the 2019 Student Success Act (SSA), applying for Student Investment Account funds, and SSA program planning and implementation. Supports include regional convenings/work groups, 1:1 district supports, coordinating partnerships with community based organizations, prioritization of work and professional development in identified areas.

School Health Services (SHS)

Contracted Health Education Services: MESD SHS provides instruction and support to component districts and independent schools to provide instruction and support to help meet state and national mandates for required health and safety training, and to consult with employees after occupational exposures to bloodborne pathogens. Health education training can include:

- Medication Administration
- Treatment of Severe Allergic Reaction (epinephrine administration)
- Treatment of Severe Hypoglycemia (glucagon administration)
- First Aid/CPR/AED training
- Treatment of Students in Adrenal Crisis
- Oregon Occupational Safety and Health Administration (OSHA) required Bloodborne Pathogen (BBP) Training, including management of post-exposure evaluation and follow-up.

Contracted Nursing Services including Direct One-to-One Nursing: School districts may contract with MESD for additional nursing services for schools and unique programs, as well as direct one-to-one services for students with complex health conditions or those identified as medically fragile. Contracted nursing is for a minimum of 21 hours per week. Training, orientation, oversight, and supervision is provided by the MESD.

Vision Screening Team: The MESD screening team assists component districts in meeting the requirements of OAR 581-022-2220 by screening student vision (in grades K, 1, and 3). Students needing more in-depth exams are referred to community health providers. MESD School Health Services can refer families to resources to help reduce costs for students needing prescription glasses. Training, orientation, oversight and supervision provided by the MESD.

Hearing Screening Team: The Hearing Program provides state-mandated screening to grades K and 1, identifying students with hearing loss. Other school-aged students referred for screening, as well as those in K-1 requiring follow up, are evaluated by the department's licensed audiologist, who conducts a comprehensive exam and makes referrals as indicated. This supports student engagement and success in the classroom (OAR 581-022-2220). Training, orientation, oversight, and supervision is provided by the MESD.

School Health Services (SHS) (Continued)

Immunization Program: Immunizations promote wellness by protecting all students and school staff against vaccine-preventable diseases. Under contract with Multnomah County Health Department (MCHD), School Health Services (SHS) assists school districts with immunization compliance to meet state requirements for school attendance. Services include records review, data entry, family notification, state reporting, preparation of exclusion letters, and data analysis and reporting (ORS 433.267). Training, orientation, oversight and supervision is provided by SHS. Monitoring records minimizes the number of students excluded due to non-compliance, and maximizes student attendance and learning time. Nurses, together with the immunization team, assist families to navigate the health system to access resources for required vaccines.

School Nursing: School nursing services provide mandated health services during the regular school day, promote wellness, and assist students to achieve optimal educational experiences. Nursing services are dependent on total caseload size and may include direct health services to ill and injured students, management of acute and chronic illnesses, surveillance and follow up of communicable disease, and consultation to districts based on current evidence based research and best practice. Nurses are a liaison between home, school, and community health care providers; they promote safety, assess growth and development, and contribute to mental, emotional, and physical well-being. Training, orientation, oversight, and supervision is provided by the MESD. By July 1, 2020, -ORS 336.201 recommends one registered nurse for every 750 students.

School Health Assistants (SHA): MESD School Health Assistants (SHAs) are non-licensed personnel who provide illness and injury management for students, with oversight from an RN. SHAs perform nursing procedures as delegated by the RN and may be the first point of contact for health services in the health room. The MESD RN/SHA team is no more than one RN to five SHAs. Training, orientation, oversight, and supervision is provided by the MESD.

School Health Services (SHS) (Continued)

School Nurse Consultant: The Nurse Consultant functions as a liaison between School Health Services staff, district personnel, and County and State Health Departments. The Nurse Consultant provides investigation, reporting, and collaboration with county health departments in events related to reportable and communicable diseases. The Nurse Consultant provides management of staff body fluid and blood borne pathogen exposures, including consultation and follow up. Training, orientation, oversight, and supervision is provided by the MESD.

Complex Needs Nursing (CNN): Complex Needs Nurses (CNN) are registered nurses with expertise in the management of students with complex, chronic health needs in the school setting. CNNs augment MESD school nurse services by providing training, consultation and support for medically fragile, medically complex, and nursing-dependent students, as defined in ORS 336.201.

The CNN may provide initial training and develop an individualized health plan until the health condition is stabilized, and then transition management to the school nurse. CNNs participate in multi-disciplinary planning and placement meetings, IEP development. Training, orientation, oversight, and supervision is provided by the MESD.

Nurse-School Health Services Consultation: For both resolution and non-resolution schools or programs, MESD SHS may provide limited professional nursing consultation on a case by case or limited duration contract. Services may include assessment of complex health conditions, recommendations for required nursing services, assessment and evaluation of existing health services, delegations, training, and care coordination with families, schools and health care providers. Professional consultation and recommendations are based on current evidence based research and best practice. Training, orientation, oversight and supervision is provided by the MESD.

Special Education

Abilities in Motion (AIM): Wheatley (ages 5 - 21)

The AIM program provides an educational opportunity for special education students with significant medical needs which impact their ability to learn. Students benefit from an academic curricula and social skills program that are modified to accommodate their unique medical challenges. The program provides instruction to develop communication skills, adaptive behaviors and personal management skills that can be utilized within the classroom and community settings. Services are Individualized and based on a student's IEP.

Social Emotional Skills, Behavioral Health, Therapeutic classrooms and Evaluation/Stabilization programs:

- ◆ Arata Creek, Burlingame Creek, Knott Creek and Four Creeks Schools (SESP) (Kindergarten-12th)
- ◆ Transition Program (ages 18-21)
- ◆ Arata Creek, Burlingame Creek and Knott Creek Behavioral Health (Kindergarten -12th grade)
- ◆ Knott and Four Creeks Therapeutic classrooms (Kindergarten-5th grade)
- ◆ Evaluation/Stabilization Classrooms at Knott Creek and Four Creeks (Kindergarten - 6th grade)

The SESP program is designed for students with an individualized Education Plan (IEP) from Kindergarten to 21 years of age to provide structural social skills training, behavioral intervention and evidence-based academic instruction to students who are not being successful in the general education setting. This program provides mental health and behavioral consultative services within a small classroom setting (lower teacher: student ratio) for students needing additional therapeutic support. Additionally, the Transition classroom ages 18-21, offers job training and supports for students as they begin post-secondary work experiences. Instruction focuses on functional applied academics, community and classroom instruction to prepare students for adult life. The Behavioral Health program serves students Kindergarten-12th grade with significant behavioral challenges and lower cognitive capabilities. All students benefit from an academic curriculum and a social skills program that is modified to meet their cognitive and social emotional abilities. This classroom has a high staff to low student ratio based on data and demonstrated need to ensure success.

The therapeutic classrooms and evaluation/stabilization classrooms are designed for elementary students from a general education setting exhibiting significant behavioral and/or mental health concerns. Evaluation/stabilization classrooms are designed for students on a 45 day alternative placement setting with the district continuing potential evaluation procedures. It allows students within a small classroom setting with high staff ratio to participate in a safe, structured environment while the component district determines next steps in support of the student. Collaborative Problem-solving practices, culturally responsive Positive Behavioral Supports and Trauma sensitive practices are embedded in the training for staff and students.

Special Education (Continued)

Behavior and Instructional Consultation Services:

Consultation from the Student Services Department is provided at the request of a district. Services may be provided within the regular classroom setting or in an alternative educational setting. There is a referral process that includes a needs assessment at no cost with further consultation and services provided as a fee for service. A contract agreement is created which includes a clear description of the services provided and fees. The team may include an administrator, teacher, speech pathologist, occupational therapist, school psychologist and a behavior consultant.

Feeding Team Contract Services: The MESD feeding team provides assessment and training for safe feeding within the school and classroom environment. The feeding team assesses the following considerations while assessing students: positioning, medical history, nursing needs and safe feeding for students who present difficulties with oral feeding to avoid choking or aspiration. The feeding team provides safe eating protocols and consultation to districts on mealtime procedures at their request. The district completes a referral to the MESD to begin the assessment process. The MESD feeding team includes a speech language pathologist and an occupational therapist. On certain protocol trainings, a nurse may also be required. The Feeding Contract includes staff cost, mileage to and from sites, time spent in assessment, writing protocols and meeting with staff (consultation and training to feed the student safely).

Functional Living Skills Program (ages 5-18): Knott School and/or Component District. The Functional Living Skills (FLS) Program provides evidence-based instructional practices in the areas of academics, communication, motor, adaptive, social emotional, medical, health care, behavioral and vocational training to students with significant disabilities. Staff has extensive training in the area of Autism. The FLS program provides positive behavior intervention services including Functional Behavioral Assessments (FBAs) and Positive Behavior Support Plans (PBSPs) for students, in accordance with the Individuals with Disabilities Education Act (IDEA) and Individualized Education Plans (IEPs). The curriculum used in all classrooms aligns with the Common Core. Services are provided in component school districts in order to provide the least restrictive environment (LRE) as possible. Extended School Year services are available for those students that qualify and approval is provided by local school district. Additional staffing decisions are made through the IEP process including a local education agency (LEA) representative.

Special Education (Continued)

Functional Living Skills Transition Program (ages 18-21): The Functional Living Skills Transition Program provides post-secondary instruction for student's age 18-21 that have exited high school and their Individualized Education Plan (IEP) identifies the need for significant post high school supports (academic, behavioral and or medical). The curriculum is focused upon functional applied academics, community and classroom instruction and for preparing students for adult life. Students have the opportunity to access a variety of work experiences in the local community and develop leisure and independent living skills. The curriculum used in all classrooms aligns with the Common Core. Transition has a high staff to student ratio. Extended School Year services are available for those students that qualify and approval is provided by the local school district. Additional staffing decisions are made through the IEP process including a local education agency (LEA) representative.

High School/Middle School Therapeutic Classroom: These special education classrooms are located on the Helensview School campus for students 6th grade through 12th grade with intensive mental health needs. The therapeutic program provides academic instruction, behavioral intervention and social skills training, coupled with a mental health focus. The Therapeutic Classrooms are for placement by local school districts through resolution/contracts. This program has a low student/high staff ratio and includes a behavior coach and mental health therapist as well as a special education teacher and education assistants.

Functional Living Skills (Alternative) (Ages K-21 years)

Wheatley School

(Functional Living Skills Alt) at Wheatley School is a self-contained school for students needing an intensive Functional Life Skills (FLS) educational setting due to the impact of disability which directly affects cognition, communication and behavior. The curriculum used in all classrooms aligns with the Common Core. Additional support services focus on building communications skills, motor and sensory skills so students feel compelled to use behavior less as a communication medium. Wheatley is staffed with a high staff to student ratio (1:1 or 2:1). Students also receive the benefit of a full-time nurse. Extended School Year services are available to those students that qualify. Additional staffing decisions are made through the IEP process including a local education agency (LEA) representative.

Special Education (Continued)

*Individually Purchased Options:

Related Services:

Speech/Language Pathologists, Occupational Therapists, Physical Therapists, Psychologists, Behavior Consultants, Educational Assistants, English Language Learning Teachers, Assistive Technologists, and Transition Specialists.

Related Services provides direct and/or consultation services according to student IEP needs. Services may be provided at a minimum of .2 FTE increments. Caseloads are varied dependent upon IEPs and locations.

Assistive Technology:

- · Conduct systematic assessment of student's AT needs
- · Provide assistance in IEP development
- · Provide consultation and technical assistance to district teams
- · Training and in-service at district request

Speech/Language Pathology:

- · 1:1 therapy
- · Conduct formal or informal evaluations
- · Write, review and revise IEPs as mandated by IDEA, State and Federal rules
- · Provide direct or indirect therapy
- · Consultation services (IEP driven)
- · Technical assistance (professional development)
- · Attend IEP or three year re-evaluation meetings

Occupational Therapy:

- · Conduct formal and informal evaluations
- · Write, review and revise IEPs as mandated by IDEA, state and federal rules
- · Provide direct or indirect therapy
- · Consultation services (IEP) driven
- · Technical assistance (professional development)
- · Attend IEP or three year re-evaluation meetings

Special Education (Continued)

Physical Therapy:

- Conduct formal and informal evaluations
- Write, review and revise IEPs as mandated by IDEA, state and federal rules
- Provide direct or indirect therapy
- Consultation services (IEP) driven
- Technical assistance (professional development)
- Attend IEP or three year re-evaluation meetings

Psychological Services:

- Conduct evaluations for: intelligence, adaptive behavior, social/emotional, formal and informal observations, and traumatic brain injury
- Participate as a member of the evaluation team for Autism Spectrum Disorder or upon the request of the team for other eligibilities
- Provide support to write, review and revise IEPs as mandated by state and federal rules and regulations
- Provide consultation services based on each student's IEP
- Attend IEP or three year re-evaluation meetings
- Technical assistance (professional development)
- Provide counseling services to individuals and/or small groups
- Provide in-service trainings to districts

*Included in the cost of this service option are travel, supplies, materials and technology (computer needs) for staff

Behavior Consultant:

- Observe and collect student data regarding behavior
- Provides support to classrooms collecting functional behavior assessment data
- Develop behavior support plan and reinforcement packages
- Train and support staff with Positive Behavior Support strategies
- Attends team meeting to brainstorm strategies and success in the classrooms
- Provide behavioral recommendations

Special Education (Continued)

Educational Assistants:

Educational Assistant Services may be provided in the regular classroom setting or in another educational setting. Services may be purchased in .875 FTE increments.

Transition Specialist:

This is a classified staff member with a background in behavior trained to work within districts for students transitioning from one program/school to another. The focus as a transition specialist is for a smooth crossover in placement with appropriate supports for the student to be successful in the new school environment.

District Classroom Interventionist:

Licensed special education behavioral specialist purchased in .2 FTE minimum slots for working with classroom staff and/or students within the classroom to support strategies and provide consultation services to the teacher for student success. The goal of this position is to keep and maintain students in the least restrictive placement possible by supporting environmental changes and student specific needs.

Technology Services

Through Cascade Technology Alliance
www.cascadetech.org

The Cascade Technology Alliance (CTA) is a collaboration between the two metro regional ESDs: Multnomah and Northwest Regional. The CTA was created by partnering the technology departments of both participating ESDs to serve their area component districts as well as other districts, charter schools, government, and non-profit agencies in need of technology solutions. The CTA has a menu of services available to its component school districts including many services historically selected by MESD districts:

Application and Development Services

- **Business Systems Support:** MESD provides an extensive and integrated administrative financial and human resource system including hundreds of customized reports specifically for use in public schools.
- **Student Information Services:** Student Services provides comprehensive computer applications for student accounting and data management. The Synergy application offers access for administrators, teachers, professional staff, students and parents to engage in the instructional process.
- **ORMED:** MESD developed a Medicaid Fee For Service billing application to allow School Districts to submit claims to the State for Medicaid reimbursement. The most common disciplines that provide Medicaid eligible services to students are Speech Pathologists (SLP's), Occupational Therapists (OT's), Physical Therapists (PT's) and Nurses.
- **Medicaid Operational Services:** Improve Medicaid program efficiencies, provide data analysis, and help increase Medicaid Reimbursement by identifying additional Medicaid dollars that may be left on the table by districts.

Technology Services (Continued)

Infrastructure Services

- **Internet Connectivity:** MESD provides Internet Service Provision (ISP) service out of the Pittock Block for districts and agencies through a shared meet-me point. This includes redundant connections to multiple ISPs.
- **Network Services:** Wide area data networking support is provided in the form of communication lines, router maintenance, network management and connection to the Internet.
- **Engineering Support & On-Site Help Desk Support:** Experienced technical support and engineering staff provide high level technical support to District IT staff and for District's infrastructure needs.
- **Security Services:** Cybersecurity expertise, guidance, and engineering to support both proactive and reactive responses to evolving cybersecurity threats.

Instructional Services

- **Follett Destiny Library and Textbook Management:** Destiny is a fully functional, internet-based library and textbook management system designed specifically to support K-12 education. CTA provides Destiny services to MESD and its component districts.

Other Regional Services

The MESD provides general technology support services to Districts upon request.

Please see our full list of services at:
<https://www.cascadetech.org/solutions.html>



Administrative Support Services

- **K-12/Higher Education Collaboration Supports** : MESD provides facilitation, technical assistance, and systemic supports as needed to strengthen partnerships and pathways between K-12 school districts and higher education institutions.
- **Inter-District Delivery System (aka PONY)**: Facilities and Transportation Services provide inter-district courier “pony” service to component districts.
- **Procurement Card Services**: MESD administers procurement card services through Bank of America. It is an opportunity for smaller districts to take advantage of a more efficient purchasing process and potential cost savings. Services include ordering & deactivating cards, program maintenance, training, and auditing services.
- **School Announcement Closure Network**: MESD contracts with FlashAlert-Newswire.net each year to support the interface between the ESD & component districts and broadcast stations when emergency closures must be communicated to the public.
- **Other Administrative/Operational Services**: MESD can provide other general operational services to districts such as HR, payroll & business office assistance, and support for the planning and implementation of the Student Success Act.
- **Government Affairs**: MESD retains a specialist to provide technical support and professional assistance to Multnomah County school districts in the area of government relations at the state and/or local level.

Student Success Act-Technical Assistance

The Statewide Education Initiatives Account (SEIA) grant provides funding to allow greater ESD support to component school districts. This includes the provision of technical assistance (not direct service) to school districts in developing, implementing, and reviewing a plan for receiving Student Investment Account grant money; and providing coordination with ODE in administering and providing technical assistance to school districts, including coordinating any coaching programs. This plan reflects priorities shared across multiple districts in the region.

Diversification of the Education Workforce

Provide staffing, convening, and facilitation to create regional grow-your-own programs to support students and existing staff to become teachers and administrators.

Mental & Behavioral Health Systems

Develop, scale, and/or improve systems (coaching, professional development) in the region to build capacity in staff to support students' social-emotional well-being and mental health. Provide a regional coordinator of mental health support systems.

Comprehensive Paraeducator Training

Develop/source and implement professional learning for current Paraeducators in topics aligned to districts' focus areas (e.g. social-emotional learning, racial equity, behavior support) through various learning modalities (e.g. online modules, in-person workshops, coaching supports). Provide a regional coordinator of Paraeducator training.

Community Engagement of Focal Populations

Provide technical assistance (professional learning, facilitation, resources) to build capacity for district staff for authentic systemic engagement of historically underserved communities.

SIA Plan Technical Assistance

Support districts as needed in development of required Student Investment Account plans. Develop Networked Improvement Communities focused on shared SIA priorities. Provide a Student Success Act lead to provide technical assistance & serve as liaison between districts and ODE.

Pandemic Recovery Planning

Provide technical assistance, data analysis, facilitation, and training support for identification and closing of achievement gaps created and/or widened during Covid-19 instructional disruption.

Effective Early Learning Systems

Provide support (coaching, professional learning, facilitation) for integration of PK-early elementary systems (instruction, assessment, social-emotional learning, family engagement) for literacy, math, and other content areas with an emphasis on meeting the needs of historically underserved student groups.

Equity & Continuous Improvement

Provides support for equity-related professional development in the region; capacity-building for both ESD and district staff to support equitable outcomes for historically marginalized students.

**ADOPTION OF MULTNOMAH ESD
PROGRAMS AND SERVICES PROPOSALS
FOR 2022-2023**

_____ SCHOOL DISTRICT NO. _____

This certifies that the following Resolution was adopted by the Board of Directors of _____ School District No. _____ on the _____ day of _____, 2022, in the manner proposed by law, and has not been altered or repealed.

DATED this _____ day of _____, 2022

Superintendent/Deputy Clerk
School District No. _____

RESOLUTION

BE IT RESOLVED that, according to ORS 334.175, the Board of Directors of _____ School District No. _____, Multnomah County, Oregon, agrees to the conditions and provision of all programs and services, described in the 2022-2023 Local Service Plan - Multnomah Education Service District, EXCEPT:

(Specify here each and every program not approved. If all are approved, please indicate "none".)

Please note that in the event that the required resources are not available, each and every program and service is subject to reduction or elimination at the discretion of the Multnomah ESD Board. If such reductions or eliminations are necessary, they will be made through contingency planning in cooperation with the Superintendents of the local component districts.

KEY COMMUNITY PARTNERS

- Albertina Kerr
- All Hands Raised
- Carpe Mundi
- Community Cycling Center
- East County SD Liaison
- East County STEM Partnership
- FACT
- Friends for Outdoor School
- Friends of the Children
- Gateway to College
- Gray Family Foundation
- Gresham Chamber of Commerce
- IBEW
- IRCO
- Impact NW
- Kaiser Permanente
- Kline & Associates
- Linn-Benton Detention
- Linn-Benton Community College
- Mercy Corps NW
- Metro
- Mt Hood Community College Dual Enrollment
- Mt. Hood Community College Regional CTE Coordination
- Mt. Hood Community College, TRIO College First Program
- Mt Hood Cable Regulatory Commission
- Multnomah County Early Learning
- Multnomah County Detention
- Multnomah County Developmental Disabilities Division
- Multnomah County Health
- Multnomah County Juvenile Justice Services
- Multnomah County Library
- Multnomah County Mental Health and Addiction Services Division
- Multnomah County Probation/Parole
- Multnomah County SUN Schools
- Multnomah ESD-Helensview School
- New Avenues for Youth
- NW Disability Supports
- OHSU Doernbecher’s Children’s Hospital
- OHSU Kitchen and Dining
- Oregon Department of Education
- Oregon Food Bank
- Oregon Forest Resources Institute
- Oregon State University Extension
- Oregon Youth Authority
- Parkrose hardware
- P:ear Mentoring
- Portland Community College
- Portland Bureau of Transportation (PBOT)
- Safe Routs to School
- Portland Children’s Levy
- Portland Police Bureau
- Portland Public Schools-Alliance High School
- Portland Public Schools-Alliance High School at Benson High School
- Portland Youth Builders
- Providence Willamette Falls Hospital
- PSU TRIO Pre-College Programs
- Randall Children’s Hospital at Legacy Emanuel
- Reynolds Learning Academy
- Rosemary Anderson HS/Portland OIC
- School & Community Oral Health Programs
- Self Enhancement Inc.
- Shriners Hospitals for Children
- STARS
- Worksystems: Summerworks
- U.S. Bank Machine Tool Finance
- United Way of the Columbia-Willamette
- Unity Center for Behavioral Health
- TriMet
- Yamhill County Juvenile Detention
- Zenbu

Links to Other Information

Multnomah Education Service District

Information about departments and specific programs can be found on the district website: www.mesd.k12.or.us

MESD Accountability Report

The annual Accountability Report is a comprehensive summary of the programs and services the MESD provides to support districts in serving students. It reports information specific to each component district; including, number of students served, services provided, and financial data. The report is available online in the Component School Districts section on the MESD Web page.

MESD School Health Services Annual Report

The School Health Services department issues an [annual report](#) available on its homepage.

MESD Budgets and Financial Reports

MESD's annually Adopted Budgets and Comprehensive Annual Financial Reports (CAFRs) for the past 5 years can be found at the Business Services homepage: www.mesd.k12.or.us/businessservices

Cascade Technology Alliance

Cascade Technology Alliance was originally formed to bring the technological strengths of our four education service districts together to deliver even better tech services to our area School Districts than previously possible. We have four objectives to meet before providing services to Schools. They are stability, accessibility, innovation, and cost-sharing/saving collaboration. By meeting these four objectives, our Oregon school staff, student, and parent users have exceptional solutions to support the learning environment. <http://www.cascadetech.org/>

RESOLUTION No. 6445

Academic Administrator Compensation

RECITALS

- A. Portland Public Schools must invest in the recruitment and retention of licensed administrators to lead programs and schools and achieve our vision and mission. Our strategic plan calls for developing a diverse, high-quality, thriving workforce that is supported in personal and professional well-being and success.
- B. Labor shortages across many employment sectors are reflected in increased competition for qualified and experienced licensed administrators. The District's ability to attract and retain administrators must be supported by a competitive salary structure; similarly, long-term retention of current administrators requires a salary structure that offers competitive wages and supports meaningful professional growth opportunities.
- C. PPS typically offers a standard cost-of-living adjustment to administrator compensation. A standard 3% cost-of-living adjustment for the academic administrator salary schedule would cost \$1,320,000 for 2022-23.
- D. The 2022-23 school year hiring season for administrators is underway. The Superintendent recommends that the Board authorize a revised salary structure for licensed administrators for use in recruiting and retaining licensed administrators in this current hiring season.

RESOLUTION

The School Board authorizes the Superintendent to update the licensed administrator salary structure to include a market-rate increase and adjustments as necessary to support career growth and avoid salary compression in an amount not to exceed \$2,640,000 for the 2022-23 budget, and a 3% cost-of-living adjustment. The revised salary structure will be updated during the current spring hiring season, at which time it will be available on the Human Resources Department webpage with other salary schedules, and will go into effect July 1, 2022.



PORTLAND PUBLIC SCHOOLS OFFICE OF GENERAL COUNSEL

501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-3274

Date: January 31, 2022

To: School Board

From: Aaron Presberg, Senior Program Manager, Energy & Sustainability
Mary Kane, Senior Legal Counsel

Subject : Staff Analysis Report to the Board- New Policy

Policy # and Name: Climate Crisis Response, Climate Justice, and Sustainable Practices
Policy X.XX.XXX-P

BACKGROUND

The initial draft of a Climate Crisis policy was presented to the Policy Committee on December 17, 2020, by members of the PPS Climate Justice Committee and the Eco-School Network, which had been engaged in discussions with PPS staff about the need for the District to respond to the climate crisis in a more robust and strategic manner. Although the coalition conducted stakeholder engagement with some community partners, the committee asked Shanice Clarke, Director of Community Engagement, to conduct additional listening sessions with students and communities of color. The policy spent many months in committee and, in response to the input from multiple stakeholders, underwent multiple revisions. Discussions of the policy were held on 1/4/21, 1/25/21, 2/17/21, 4/26/21, 5/10/21, 9/8/21, 10/19/21, 12/1/21, 12/15/21, 1/21/22. On January 26, 2022, the committee approved sending the policy to the full Board for consideration.

This policy focuses on reducing greenhouse gas (GHG) emissions, developing climate justice curriculum, building District-wide practices to encourage sustainability, and engaging communities in this mission. The policy also emphasizes the leadership role of our students in meeting the goals outlined in the policy and establishes a board-appointed committee and reporting requirements to the committee and the Board.

RELATED POLICIES/BEST PRACTICES

Resource Conservation 3.30.080-P, Environmentally Sustainable Business Practices 3.30.082-P; Integrated Pest Management Program 3.30.083-AD; Elimination of Mercury 3.30.084-AD

ANALYSIS OF SITUATION

The district has had a robust energy and sustainability management program for over two decades, which has included ongoing energy efficiency upgrades (lighting and HVAC retrofits), green schoolyard improvements (tree plantings, depaving, garden installations, etc.), and waste management (landfill diversion through waste reduction, recycling, and food waste collection). More recently, school improvement bonds passed in 2012, 2017, and 2020 have enabled the

district to construct new, high-performance, and resilient schools, further contributing to our stock of energy-efficient buildings.

In 2016, the board unanimously passed Resolution No. 5272, leading to the development of a climate change and climate justice curriculum program in the Office of Teaching and Learning (OTL). This policy takes all of this ongoing work and elevates it to the next level, targeting GHG emissions reductions while centering student education, climate justice, and impacts to frontline communities.

FISCAL IMPACT

Many measures outlined in this policy are already underway; however, for the District to meet the goal of becoming carbon neutral by 2040, there will need to be significant and intentional budget allocations. There has been some FY 2022-23 budget preliminarily allocated from the Facilities & Asset Management department for a GHG emissions baseline analysis, which will tell us where we stand and where we will need to focus our efforts on the operations front. However, the District will need additional funds allocated across various departments including, but not limited to, Climate Justice, Community Engagement, Career & Technical Education, Facilities & Asset Management, Maintenance, Nutrition Services, Purchasing & Contracting, Strategic Partnerships, Office of Teaching and Learning, and Transportation.

In order to successfully move forward with implementation, the District also will need to continue to pass voter-approved bonds on a four-year cycle and allocate general fund budget specifically for climate change mitigation and climate justice measures outlined in the policy. Additionally, there are fiscal impacts that may be out of the District's control, such as the capacity of the local construction industry and contractor pool to support decarbonization projects district-wide and the market availability and demand of electric vehicles.

COMMUNITY ENGAGEMENT

In 2019, members of the PPS Climate Justice Committee and the Eco-School Network began meeting with PPS staff to review and discuss District response to climate change. Out of these meetings, the community partners developed a proposed policy outlining specific goals for the District to respond to the climate crisis. Once the policy was brought to the policy committee, the District did additional outreach to students and communities most impacted by the climate crisis.

RACIAL EQUITY AND SOCIAL JUSTICE LENS

The policy committee applied a social justice/racial equity lens as it made revisions to this policy. The committee and stakeholders recognized the inequitable impact climate change has on frontline communities and put this concern at the center of discussion as it developed the policy goals.

TIMELINE FOR IMPLEMENTATION/EVALUATION and COMMUNICATION PLAN

Staff will develop a communication plan within the month to disseminate the policy to our community. Staff will also continue to work on internal processes and guidance to staff to create a culture of sustainability and continuous improvement. The creation of the Board-appointed climate committee will provide opportunities to monitor the District's progress and develop creative approaches to achieve the policies goals.

STAFF RECOMMENDATION

Staff recommends approval of the revised policy.

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

_____ *(Initials)*

ATTACHMENTS

- A. Redline copy of Policy
- B. Clean copy of Policy



PPS Climate Crisis Response, Climate Justice and Sustainable Practices Policy

In response to the human-caused climate crisis currently underway and the direct harm being done to our District, society, and planet, Portland Public Schools (PPS) is committing to immediately mobilize resources for climate action. To this end, the District commits to reducing greenhouse gas (GHG) emissions and minimizing other negative environmental impacts; improving our school communities' health and wellness; and building a culture of learning, responsibility, and sustainability centered on our values of racial equity and climate justice.

Climate change disproportionately impacts the vulnerable members of our community. Implementation of this policy will prioritize serving people with disabilities, communities of color, and other vulnerable populations.

The District aims to educate and empower students as leaders in the just transition to a sustainable city and restorative society. Our goal is for all students to be environmentally literate, and to understand the connections between their daily actions and the natural world by using community-based learning and civic action as a context for meeting academic goals described in the Graduate Portrait.

The District shall prioritize investments that achieve the greatest emissions reduction, while integrating climate action into our curriculum and developing a culture of environmental stewardship and climate justice throughout our organization. Other efforts which have a lower impact on emissions and require major changes in infrastructure can be implemented over the longer term.

Our two overarching objectives are:

Emissions Reduction: PPS will reduce its greenhouse gas emissions by 50 percent by 2030, using the 2018-2019 school year baseline, and reach net zero emissions by 2040¹.

For the sake of emissions tracking, PPS will use a Scope 1 and Scope 2 analysis, which includes all emissions associated with the following: district-

¹ These goals, and the 2040 target, are based on the following assumptions: The District will continue to pass voter-approved bonds on a four-year cycle; the District will allocate general fund budget to help reach these goals; the local construction industry and contractor pool will have the capacity to support PPS's building decarbonization projects.



PPS Climate Crisis Response, Climate Justice and Sustainable Practices Policy

operated buses and fleet vehicles, and building energy use from both natural gas and electricity. In addition to Scope 1 and Scope 2, PPS will also track emissions associated with waste disposal (food waste, recycling, and landfill-bound garbage), which is defined as part of a Scope 3 analysis.

Engagement, Resilience, and Wellness: The District will take steps to prepare schools for the effects of climate change, and will ensure staff and students learn about and engage in climate solutions, climate resiliency, and climate justice practices.

As the District works to meet these climate and sustainability goals and targets, it will maximize, minimize, and take other actions to reduce carbon emissions and increase sustainable practices when alternatives exist that meet District standards, are aligned with carbon-reduction targets, are cost competitive over time, and available technology exists.

It should be noted that these goals are based on the following assumptions: technology in the electric vehicle market will advance significantly; the cost of electric school buses will come down significantly over the next 10-20 years; the District will continue to pass voter-approved bonds on a regular cycle to support infrastructure investment; and the District will allocate general fund budget to help reach these goals.

We will align our work with the U.S. Department of Education's Green Ribbon School Pillars. In accordance with those pillars, PPS is adopting the following goals:

Pillar 1: Reduce Environmental Impact and Costs

Goal 1.1: PPS will design and construct new low-carbon schools and renovations that are energy-efficient, resilient, and adaptable.

1. Use appropriate industry standards (e.g. LEED Gold, Net-Zero ready, Oregon's Energy Ready Commercial Code) when designing new and modernized buildings.
2. Prohibit the installation of fossil fuel infrastructure (gas-fired equipment) in all new buildings.
3. Phase out fossil fuel infrastructure (gas-fired equipment) in all existing buildings by 2050.
4. Increase energy efficiency, maximize the use of renewable energy sources, and minimize the use of fossil fuels.



PPS Climate Crisis Response, Climate Justice and Sustainable Practices Policy

5. Limit the amount of refrigerants used. Manage existing refrigerants with best available technology.
6. Transition to building materials produced with less carbon and are more sustainable
7. Design, renovate, and construct new facilities to improve resiliency to climate-related emergencies.

Goal 1.2: PPS will maximize reductions in Green House Gas emissions from district operations, maintenance, and facilities management.

1. Maximize efficiency in fuel, electricity, and water use.
2. Establish standardized systems for waste prevention practices, including recycling and food waste reduction at campuses.
3. Minimize disposable materials.

Goal 1.3: PPS will maximize the carbon sequestration potential and other environmental benefits of green school yards and increase the ability of school grounds to adapt to climate extremes.

1. Increase shade trees, green spaces, and de-pave projects, with highest priority in low-canopy neighborhoods.
2. Maximize onsite stormwater management in compliance with city code.
3. Establish green school yard plans to care for school grounds.
4. Phase out gas-powered equipment used for grounds maintenance.

Goal 1.4: PPS will minimize greenhouse gas emissions from student and staff transportation, including transitioning to electric or low-emission vehicles.

1. Establish school-based infrastructure and support for staff and students to walk, bike, bus or telecommute, in order to reduce single-occupant car commuting.
2. Transition PPS and contracted vehicle fleet to electric or low emissions² or renewable fuels. Work with industry, utilities, and the state and federal governments to reduce the costs of shifting towards electric or low-emission vehicles.
3. Educate and communicate to students and staff about benefits of and opportunities to reduce single-occupant car commuting and idling.

² These goals are based on the following assumptions: technology in the electric vehicle market will advance significantly; the cost of electric school buses will come down significantly over the next 10-20 years; the District will continue to pass voter-approved bonds on a four-year cycle; the District will allocate general fund budget to help reach these goals.



PPS Climate Crisis Response, Climate Justice and Sustainable Practices Policy

Goal 1.5: PPS will reduce the demand for new materials and resources, and procure materials, products, and services in a manner that integrates climate considerations, fiscal responsibility, and equity priorities.

1. Where applicable, use best practices related to Environmentally Preferable Purchasing for centralized, formally solicited purchases, and provide tools and guidance to schools to support sustainable, climate-preferred product and services purchasing.
2. Transition to increased electronic communication and reduce paper copying. PPS will produce a report at least annually of PPS investments in fossil fuels with information that, in light of state-mandated investments, is reasonably accessible and available to it. Investments in state investment funds will be reported, recognizing that the Oregon State Treasury controls the decision-making for state investment funds.

Pillar 2: Improve Health and Wellness

Goal 2.1: PPS will address climate-based impacts on health, safety, and wellness of its students and employees.

1. Include climate change impacts, such as flooding, landslides, and wildfires, as risks in district real property asset assessment and management.
2. Where possible, prioritize foods that are local, organic, seasonal, plant-based, minimally processed and/or minimally packaged, while meeting requirements of the USDA Child Nutrition Programs.

Goal 2.2: PPS will support frontline student communities to build resilience from climate change induced stresses and support preparation for and recovery from these events.

1. PPS will coordinate with state, regional, and local jurisdictions and community-based organizations to communicate with and support PPS students and families during climate-related events and natural disasters, such as wildfires, flooding, drought, heat waves, extreme winter storms, extreme wind events. The District will make available its facilities, as appropriate, during community response efforts to climate events.
2. Incorporate climate justice priorities and climate resiliency design to inform long-term facility planning. Plans should prioritize serving people with disabilities and frontline communities.

Pillar 3: Provide Effective Environmental and Sustainability Education



PPS Climate Crisis Response, Climate Justice and Sustainable Practices Policy

Goal 3.1: PPS will empower staff as allies for a healthy climate.

1. Provide learning opportunities for staff on climate science/climate justice.
2. Continuously collaborate with staff to utilize sustainability practices in the performance of their work and provide information, support, and tools to help implement those practices.

Goal 3.2: With guidance from frontline students and communities, PPS will develop curricular learning opportunities, so PPS graduates know the causes and consequences of climate change, understand climate justice, and have opportunities to practice climate solutions.

1. Develop and deliver curriculum and resources to help students understand, prepare for, and respond to climate change impacts.
2. Teaching and learning about climate change will recognize and support the emotional and other impacts of climate change on individuals.
3. Provide opportunities for students to probe the underlying causes of the climate crisis and the structural racism embedded in climate change due to actions by majority white countries with disproportionate negative burdens and impacts on people of color, and to understand the dynamic nature of complex systems and how they change, and opportunities for them to practice using systems thinking to inform their choices.

Goal 3.3: PPS staff will collaborate with students to create opportunities to engage youth in hands-on climate learning, preparation, and practice on a regular basis at all PPS schools.

1. Support development of youth leadership and engagement opportunities around climate solutions, prioritizing opportunities for students from frontline communities.
2. Support student-led climate justice, climate action, and climate resiliency initiatives.
3. Treat the grounds and garden of each school as a learning space and involve students in nature-based grounds improvements and design. Support opportunities for students in every PPS elementary school to learn in a designated outdoor learning space. Support students in their ongoing and critical role as climate response, climate justice, and sustainability advocates.

Climate Crisis Response Committee: To monitor effective implementation, transparency, and tracking of progress, PPS will establish a committee of no more than nine persons that is made up of a majority of members who identify as people of color,



PPS Climate Crisis Response, Climate Justice and Sustainable Practices Policy

and two members who are current PPS students. The Board shall approve the Charter for and members of the Committee. The Committee will convene no less than quarterly and will report to the Board on an annual basis the progress the District is making under the policy directives. The Committee informs and advises the Board but does not have decision-making authority.

Glossary of Definitions

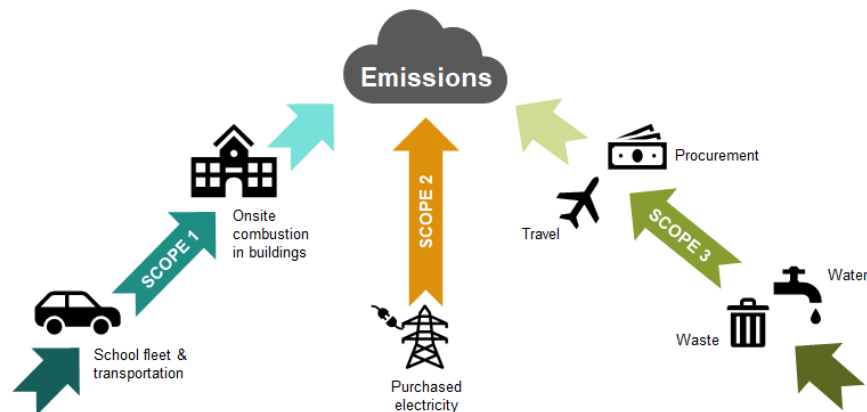
Scope 1 Emissions: direct greenhouse (GHG) emissions that occur from sources that are controlled or owned by an organization (e.g., emissions associated with fuel combustion in boilers, furnaces, water heaters, vehicles).

Scope 2 Emissions: indirect GHG emissions associated with the purchase of electricity, steam, heat, or cooling. Although scope 2 emissions physically occur at the facility where they are generated, they are accounted for in an organization's GHG inventory because they are a result of the organization's energy use.

Scope 3 Emissions: the result of activities from assets not owned or controlled by the reporting organization, but that the organization indirectly impacts in its value chain. Scope 3 emissions include all sources not within an organization's scope 1 and 2 boundary. The scope 3 emissions for one organization are the scope 1 and 2 emissions of another organization. Scope 3 emission sources include emissions both upstream and downstream of the organization's activities.

(Scope emissions defined by [EPA Center for Corporate Climate Leadership Home](#))

Scopes of Emissions in Schools





PPS Climate Crisis Response, Climate Justice and Sustainable Practices Policy

Feasible: capable of being done or carried out. Feasibility will include the following factors: economics/available funding and appropriate trade-offs (i.e. the district will not spend general funds on energy efficiency if it is in lieu of incremental staffing in schools).

Frontline Communities: Communities that experience continuing injustice—including people of color, immigrants, people with lower incomes, those in rural areas, and indigenous people—and face a legacy of systemic, largely racialized, inequity that influences their living and working places, the quality of their air and water, and their economic opportunities.

Systems Thinking: a holistic approach to analysis that focuses on the way that a system's constituent parts interrelate and how systems work over time.

Adopted: __/2022



PPS Climate Crisis Response, Climate Justice and Sustainable Practices Policy

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PPS Climate Crisis Response, Climate Justice and Sustainable Practices Policy

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PPS Climate Crisis Response, Climate Justice and Sustainable Practices Policy

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2. Transition to increased electronic communication and reduce paper copying and maximize recycled content in paper used.



PPS Climate Crisis Response, Climate Justice and Sustainable Practices Policy

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2. Incorporate climate justice priorities and climate resiliency design to inform long-term facility planning. Plans should prioritize serving people with disabilities and frontline communities.

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PPS Climate Crisis Response, Climate Justice and Sustainable Practices Policy

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2. Support student-led climate justice, climate action, and climate resiliency initiatives.
3. Treat the grounds and garden of each school as a learning space and involve students in nature-based grounds improvements and design. Support opportunities for students in every PPS elementary school to learn in a designated outdoor learning space.
4. Support students in their ongoing and critical role as climate response, climate justice, and sustainability advocates.

Climate Crisis Response Committee: To monitor effective implementation, transparency, and tracking of progress, PPS will establish a committee of no more than nine persons that is made up of a majority of members who identify as people of color, and two members who are current PPS students. The Board shall approve the Charter for and members of the Committee. The Committee will convene no less than quarterly and will report to the Board on an annual basis the progress the District is making under the policy directives. The Committee informs and advises the Board but does not have decision-making authority.



PPS Climate Crisis Response, Climate Justice and Sustainable Practices Policy

Glossary of Definitions

Scope 1 Emissions: direct greenhouse (GHG) emissions that occur from sources that are controlled or owned by an organization (e.g., emissions associated with fuel combustion in boilers, furnaces, water heaters, vehicles).

Scope 2 Emissions: indirect GHG emissions associated with the purchase of electricity, steam, heat, or cooling. Although scope 2 emissions physically occur at the facility where they are generated, they are accounted for in an organization’s GHG inventory because they are a result of the organization’s energy use.

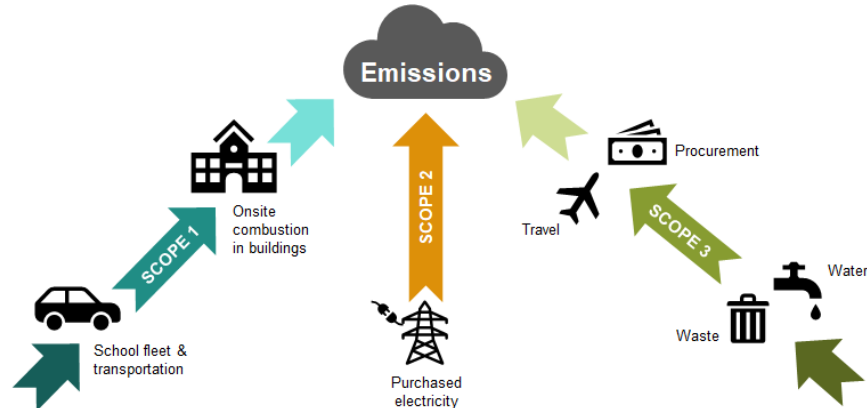
Scope 3 Emissions: the result of activities from assets not owned or controlled by the reporting organization, but that the organization indirectly impacts in its value chain. Scope 3 emissions include all sources not within an organization’s scope 1 and 2 boundary. The scope 3 emissions for one organization are the scope 1 and 2 emissions of another organization. Scope 3 emission sources include emissions both upstream and downstream of the organization’s activities.

(Scope emissions defined by [EPA Center for Corporate Climate Leadership Home](#))

Feasible: capable of being done or carried out. Feasibility will include the following factors: economics/available funding and appropriate trade-offs (i.e. the district will not spend general funds on energy efficiency if it is in lieu of incremental staffing in schools).

Frontline Communities: Communities that experience continuing injustice—including people of color, immigrants, people with lower incomes, those in rural areas, and indigenous people—and face a legacy of systemic, largely racialized, inequity that

Scopes of Emissions in Schools





Board Policy

3.XX.XXX-P

PPS Climate Crisis Response, Climate Justice and Sustainable Practices Policy

influences their living and working places, the quality of their air and water, and their economic opportunities.

Systems Thinking: a holistic approach to analysis that focuses on the way that a system's constituent parts interrelate and how systems work over time.

Adopted: __/2022

RESOLUTION No. 6443

Resolution to Adopt Revised Student Representative and District Student Council Policy 1.20.012-P

RECITALS

- A. On December 15, 2021, the Board Policy Committee reviewed and considered the proposed revisions of the Student Representative and District Student Council Policy 1.20.012-P.
- B. On January 11, 2022, the Board presented the first reading of the revised Student Representative and District Student Council Policy.
- C. Pursuant to District policy, the public comment was open for at least 21 days, and there was no public comment received during the comment period.

RESOLUTION

The Board hereby adopts the revised Student Representative and District Student Council Policy 1.20.012-P and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.



PORTLAND PUBLIC SCHOOLS
Office of General Counsel

501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-3274

Date: February 3, 2022
To: School Board
From: Mary Kane, Senior Legal Counsel
Subject: Proposed Amendments to the Student Representative and District Student Council Policy 1.20.012-P

BACKGROUND

Staff identified language in this policy outlining the eligibility requirements for students to become the Student Representative to the Board that was inconsistent with language found in the Board of Education policy 1.20.010-P. They brought their concerns to the Policy Committee and asked that these changes be made before the next election cycle in March 2022.

A draft amended policy was developed and presented to the current student representative and to the DSC for consideration. It was also brought to the Policy Committee at its December 1, 2021 meeting for discussion. At the December 15, 2021 Policy Committee meeting, members recommended the amended policy be forwarded to the full Board for approval.

The Board of Education had a first reading of the proposed revised policy on January 11, 2022. The policy was open for public comment for 21 days. No comment has yet been received on the proposed changes.

RELATED POLICIES/BEST PRACTICES

The language around student eligibility in this policy does not currently align with the language found in the Board of Education Policy 1.20.010-P. It is best practice for the policies to provide consistent guidance.

FISCAL IMPACT

There is no fiscal impact projected for these changes to the policy.

TIMELINE FOR IMPLEMENTATION / EVALUATION

The changes will be implemented immediately.

CONNECTION TO BOARD GOALS

These revisions reflect the Board's goal of amplifying student voice in District decisions.

STAFF RECOMMENDATION

Staff recommends that the Board adopt these revisions to the Student Representative and District Student Council Policy.

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

_____ *(Initials)*

ATTACHMENTS

- A. Student Representative and District Student Council Policy 1.20.012-P – Clean Draft
- B. Student Representative and District Student Council Policy 1.20.012-P – Redline
- C. Student Representative and District Student Council Policy 1.20.012-P – Original



Student Representative and District Student Council Policy

The Student Representative to the Board of Education has a variety of important roles and responsibilities, including representing the views of students on matters of concern to students; encouraging the involvement of students in educational affairs; convening student meetings to provide information and receive input about proposed actions by the Board or the District; as time allows, participating in other events attended by Board members; and being an articulate voice to the public on matters of concern to students.

The Student Representative will be provided a complete orientation on Board governance in order to contribute to the Board's and School District's work. The Student Representative will then be responsible for attending public meetings, work sessions, and events of the Board and receiving and reviewing non-confidential public meeting materials provided to Board members.

1) District Student Council (DSC).

The Student Representative shall lead an advisory council composed of one representative and an alternative from each District high school, including each Alliance building, Pioneer, and Metropolitan Learning Center ("District High Schools"). The District Student Council representatives shall either be elected by the student body of the high school or as an alternative may be selected by the school administration. In either case, each high school administration shall provide adequate notice to the student body, in advance of the election or selection process, how the District Student Council representative will be selected. The election or selection process shall be accessible to all students who meet the school-established criteria for appointment.

There are no term limits for DSC representatives. Each representative is entitled to one vote each.

- A. The school administration shall notify the Board Office and the DSC Staff Liaison of its representative to the DSC.
- B. Every effort should be made to promote and support equitable representation of each District's high school student body in voting and/or representation on the DSC.
- C. Each school's Student Body President shall serve as the alternate representative from each school to the DSC.

Members of the DSC shall be encouraged to attend all public Board meetings and work sessions, and shall assist the Student Representative in their respective schools. The Student Representative shall present opportunities to members of the DSC to advise Board and District Board committees and task forces on issues of interest to the DSC and students.

The DSC shall adopt and maintain bylaws that are consistent with the DSC purpose

and operational expectations set out in Board policies and Administrative Directives. DSC bylaws and amendments of them shall be approved by the Board of Education.

The DSC shall receive sufficient funds from the Superintendent's office to carry out operations and events, and that will be set by the Superintendent and Board in the regular District budgetary process.

Each representative to the DSC shall receive 1 elective credit for holding a position on the council for a year. To meet the requirements for elective credit, each representative must attend 90% of the meetings throughout the year, maintain regular communication between the DSC and the ASB or school governing body, and participate in the yearly DSC summit.

The DSC shall hold at least one PPS Student Summit per school year to promote student voice, foster connections, and promote the work of the council.

The Superintendent shall appoint an individual to serve as the lead staff liaison with the DSC ((DSC Staff Liaison) and the Student Representative. The Superintendent's designee shall assist the DSC and the Student Representative by providing information on school District policies, practices, and business; assisting the DSC in maintaining school representation on the DSC; provide tactical assistance to the DSC for meeting planning; and providing, as needed and requested by DSC, school and District-wide communication between the DSC and students, staff, and the Board.

The Superintendent's staff liaison shall assist the DSC in connecting with the PPS Superintendent, Board Members, District staff, and the Board office for support and information.

2) Student Representative Election.

The Student Representative to the Board of Education, as the representative of all the District's students, shall be elected by the student body of the District in the following manner:

- a. The Student Representative position shall be a student regularly attending a District high school in grade ten (10) or higher.
- b. The District Student Council shall be convened to elect the Student Representative to the Board from the DSC high school representatives.
- c. The power to elect the Student Representative shall be solely vested in the District Student Council; a plurality of votes cast is required to declare a Student Representative-elect. The DSC shall also have the authority to petition the Board to remove the Student Representative from office for cause with two-thirds (2/3) majority votes of members of the DSC.
- d. The election of a Student Representative-elect shall occur at least three months prior to June 30. This will allow the incumbent Student Representative to provide opportunities for the successor to become familiar with the responsibilities of the position.
- e. The Student Representative shall select a high school representative on the DSC as a deputy to aid and advise the Student Representative and attend

meetings and events if the Student Representative cannot be present. Representation at Board of Education meetings shall be the sole responsibility of the elected Student Representative.

3) Limitations of the Role of Student Representative on Board Matters.

- a)** Nothing in this policy shall be construed to conflict with legally given rights, responsibilities, duties, or privileges reserved for the publicly elected Board directors by state law or other PPS policy.
- b)** The Student Representative does not have an official vote in Board matters, but may participate as appropriate in deliberations.
- c)** The Student Representative may not participate (whether in executive session or otherwise), receive materials, or render an unofficial vote in any personnel or legal matter or other matters that involve records that are exempt from disclosure under the Oregon public records or other law or that involve matters that may be the subject of an executive session.
- d)** The Student Representative shall serve for a period of no more than one fiscal year.
- e)** To the extent this policy conflicts with any other policy related to the Student Representative's responsibility or authority, this policy shall govern.

Policy Implemented: History: Adopted 6/71; Amended 8/74; 6/80; 9/9/02; BA 2417; 5/19; X/22

Portland Public School District 1st Reading

DATE OF FIRST READING: January 11, 2022

PUBLIC COMMENT FOR

Policy 1.20.012-P:

Student Representative and District Student Council Policy

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

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

Last Date for Comment: February 01, 2022

Summary: **Student Representative and District Student Council Policy
1.20.012-P**

1st Reading by: **Director Julia Brim-Edwards**
Portland Public School Board

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

Draft Policy Web Site: <https://www.pps.net/Page/11911>

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

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Staff Report	03
Draft Policy	05
Redlined Policy with Proposed Changes	08
Original Policy	12



PORTLAND PUBLIC SCHOOLS
Office of General Counsel

501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-3274

Date: December 17, 2021
To: School Board
From: Mary Kane, Senior Legal Counsel
Subject: Proposed Amendments to the Student Representative and District Student Council Policy 1.20.012-P

BACKGROUND

Staff identified language in this policy outlining the eligibility requirements for students to become the Student Representative to the Board that was inconsistent with language found in the Board of Education policy 1.20.010-P. They brought their concerns to the Policy Committee and asked that these changes be made before the next election cycle in March 2022.

A draft amended policy was developed and presented to the current student representative and to the DSC for consideration. It was also brought to the Policy Committee at its December 1, 2021 meeting for discussion. At the December 15, 2021 Policy Committee meeting, members recommended the amended policy be forwarded to the full Board for approval.

RELATED POLICIES/BEST PRACTICES

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FISCAL IMPACT

There is no fiscal impact projected for these changes to the policy.

TIMELINE FOR IMPLEMENTATION / EVALUATION

The changes will be implemented immediately.

CONNECTION TO BOARD GOALS

These revisions reflect the Board's goal of amplifying student voice in District decisions.

STAFF RECOMMENDATION

Staff recommends that the Board adopt these revisions to the Student Representative and District Student Council Policy.

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

_____ *(Initials)*

ATTACHMENTS

- A. Student Representative and District Student Council Policy 1.20.012-P – Clean Draft
- B. Student Representative and District Student Council Policy 1.20.012-P – Redline
- C. Student Representative and District Student Council Policy 1.20.012-P – Original



BOARD POLICY

1.20.012-P

Student Representative and District Student Council Policy

The Student Representative to the Board of Education has a variety of important roles and responsibilities, including representing the views of students on matters of concern to students; encouraging the involvement of students in educational affairs; convening student meetings to provide information and receive input about proposed actions by the Board or the District; as time allows, participating in other events attended by Board members; and being an articulate voice to the public on matters of concern to students.

The Student Representative will be provided a complete orientation on Board governance in order to contribute to the Board's and School District's work. The Student Representative will then be responsible for attending public meetings, work sessions, and events of the Board and receiving and reviewing non-confidential public meeting materials provided to Board members.

1) District Student Council (DSC).

The Student Representative shall lead an advisory council composed of one representative and an alternative from each District high school, including each Alliance building, Pioneer, and Metropolitan Learning Center ("District High Schools"). The District Student Council representatives shall either be elected by the student body of the high school or as an alternative may be selected by the school administration. In either case, each high school administration shall provide adequate notice to the student body, in advance of the election or selection process, how the District Student Council representative will be selected. The election or selection process shall be accessible to all students who meet the school-established criteria for appointment.

There are no term limits for DSC representatives. Each representative is entitled to one vote each.

- A. The school administration shall notify the Board Office and the DSC Staff Liaison of its representative to the DSC.
- B. Every effort should be made to promote and support equitable representation of each District's high school student body in voting and/or representation on the DSC.
- C. Each school's Student Body President shall serve as the alternate representative from each school to the DSC.

Members of the DSC shall be encouraged to attend all public Board meetings and work sessions, and shall assist the Student Representative in their respective schools. The Student Representative shall present opportunities to members of the DSC to advise Board and District Board committees and task forces on issues of interest to the DSC and students.

The DSC shall adopt and maintain bylaws that are consistent with the DSC purpose

and operational expectations set out in Board policies and Administrative Directives. DSC bylaws and amendments of them shall be approved by the Board of Education.

The DSC shall receive sufficient funds from the Superintendent's office to carry out operations and events, and that will be set by the Superintendent and Board in the regular District budgetary process.

Each representative to the DSC shall receive 1 elective credit for holding a position on the council for a year. To meet the requirements for elective credit, each representative must attend 90% of the meetings throughout the year, maintain regular communication between the DSC and the ASB or school governing body, and participate in the yearly DSC summit.

The DSC shall hold at least one PPS Student Summit per school year to promote student voice, foster connections, and promote the work of the council.

The Superintendent shall appoint an individual to serve as the lead staff liaison with the DSC ((DSC Staff Liaison) and the Student Representative. The Superintendent's designee shall assist the DSC and the Student Representative by providing information on school District policies, practices, and business; assisting the DSC in maintaining school representation on the DSC; provide tactical assistance to the DSC for meeting planning; and providing, as needed and requested by DSC, school and District-wide communication between the DSC and students, staff, and the Board.

The Superintendent's staff liaison shall assist the DSC in connecting with the PPS Superintendent, Board Members, District staff, and the Board office for support and information.

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The Student Representative to the Board of Education, as the representative of all the District's students, shall be elected by the student body of the District in the following manner:

- a. The Student Representative position shall be a student regularly attending a District high school in grade ten (10) or higher.
- b. The District Student Council shall be convened to elect the Student Representative to the Board from the DSC high school representatives.
- c. The power to elect the Student Representative shall be solely vested in the District Student Council; a plurality of votes cast is required to declare a Student Representative-elect. The DSC shall also have the authority to petition the Board to remove the Student Representative from office for cause with two-thirds (2/3) majority votes of members of the DSC.
- d. The election of a Student Representative-elect shall occur at least three months prior to June 30. This will allow the incumbent Student Representative to provide opportunities for the successor to become familiar with the responsibilities of the position.
- e. The Student Representative shall select a high school representative on the DSC as a deputy to aid and advise the Student Representative and attend

meetings and events if the Student Representative cannot be present. Representation at Board of Education meetings shall be the sole responsibility of the elected Student Representative.

3) Limitations of the Role of Student Representative on Board Matters.

- a)** Nothing in this policy shall be construed to conflict with legally given rights, responsibilities, duties, or privileges reserved for the publicly elected Board directors by state law or other PPS policy.
- b)** The Student Representative does not have an official vote in Board matters, but may participate as appropriate in deliberations.
- c)** The Student Representative may not participate (whether in executive session or otherwise), receive materials, or render an unofficial vote in any personnel or legal matter or other matters that involve records that are exempt from disclosure under the Oregon public records or other law or that involve matters that may be the subject of an executive session.
- d)** The Student Representative shall serve for a period of no more than one fiscal year.
- e)** To the extent this policy conflicts with any other policy related to the Student Representative's responsibility or authority, this policy shall govern.

Policy Implemented: History: Adopted 6/71; Amended 8/74; 6/80; 9/9/02; BA 2417; 5/19; X/22

Board Policy 1.20.012-P

Student Representative and District Student Council Policy

11/19/30/21 Draft

The Student Representative to the Board of Education has a variety of important roles and responsibilities, including representing the views of students on matters of concern to students; encouraging the involvement of students in educational affairs; convening student meetings to provide information and receive input about proposed actions by the Board or the District; as time allows, participating in other events attended by Board members; and being an articulate voice to the public on matters of concern to students.

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- A. ~~It shall be the responsibility of each District High School student government to provide for the election of a d~~District representative that will also be a

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- B. Every effort should be made to promote and support equitable representation of ~~each the d~~District's high school student body in voting and ~~/or~~ representation on the DSC.
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The DSC shall receive sufficient funds from the Superintendent's office to carry out operations and events, and that will be set by the Superintendent and Board in the regular ~~d~~District budgetary process.

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Superintendent's designee shall assist the DSC and the Student Representative by providing information on school ~~d~~District policies, practices, and business; assisting the DSC in maintaining school representation on the DSC; provide tactical assistance to the DSC for meeting planning; and providing, as needed and requested by DSC, school and ~~D~~istrict-wide communication between the DSC and students, staff, and the Board.

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- c. The power to elect the Student Representative shall be solely vested in the District Student Council; a plurality of votes cast is required to declare a Student Representative-elect. The DSC shall also have the authority to petition the Board ~~to~~ remove the Student Representative from office for cause with ~~,-~~ Two-thirds (2/3) majority votes of members of the DSC.
- d. The election of a Student Representative-elect shall occur at least three months prior to June 30. This will allow the incumbent Student Representative to provide opportunities for the successor to become familiar with the responsibilities of the position.
- e. The Student Representative shall select a high school representative on the DSC as a deputy to aid and advise the Student Representative and attend meetings and events if the Student Representative cannot be present. Representation at Board of Education meetings shall be the sole responsibility of the elected Student Representative.

3) Limitations of the Role of Student Representative on Board

Matters.

- a.** Nothing in this policy shall be construed to conflict with legally given rights, responsibilities, duties, or privileges reserved for the publicly elected Board directors by state law or other PPS policy.
- b.** The Student Representative does not have an official vote in Board matters, but may participate as appropriate in deliberations.
- c.** The Student Representative may not participate (whether in executive session or otherwise), receive materials, or render an unofficial vote in any personnel or legal matter or other matters that involve records that are exempt from disclosure under the Oregon public records or other law or that involve matters that may be the subject of an executive session.
- d.** The Student Representative shall serve for a period of no more than one fiscal year.
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Policy Implemented: History: Adopted 6/71; Amended 8/74; 6/80; 9/9/02;
BA 2417; 5/19; X/21

The Student Representative to the Board of Education has a variety of important roles and responsibilities, including representing the views of students on matters of concern to students; encouraging the involvement of students in educational affairs; convening student meetings to provide information and receive input about proposed actions by the Board or the District; as time allows, participating in other events attended by Board members; and being an articulate voice to the public on matters of concern to students.

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- a. It shall be the responsibility of each District High School student government to provide for the election of a district representative that will also be a position on each high school's Associated Student Body (ASB) or equivalent governing body. In the event that the District High School student government fails to promptly conduct such an election, the school administration and leadership advisor(s) shall ensure that the District High School student body has representation on the DSC. Any such student chosen by the administration is not eligible to be a candidate for Student Representative.
- b. Every effort should be made to promote and support equitable representation of the district's high school student body in voting and representation on the DSC.

- c. The school Student Body President shall serve as the alternate representative from each school to the DSC.
- d. The DSC shall expediently fill any vacancy with a temporary appointment to complete the remainder of the term. This will be the Student Body President of such school where the vacancy exists.

This Council shall be encouraged to attend all public Board meetings and work sessions, and shall assist the Student Representative in their respective schools. The Student Representative shall present opportunities to members of the DSC to advise Board and district committees and task forces on issues of interest to the DSC and students.

The DSC shall adopt and maintain bylaws that are consistent with the DSC purpose and operational expectations set out in this policy.

The DSC shall receive sufficient funds from the Superintendent's office to carry out operations and events, and that will be set by the Superintendent and Board in the regular district budgetary process.

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DSC and the Student Representative by providing information on school district policies, practices, and business; maintaining school representation on the DSC; meeting planning; and school and district-wide communication between the DSC and students, staff, and the Board.

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- b. The District Student Council shall be convened to elect the Student Representative to the Board from the high school representatives.
- c. The power to elect the Student Representative shall be solely vested in the District Student Council; a plurality of votes cast is required to declare a Student Representative-elect. The DSC shall also have the authority to remove the Student Representative from office. Two-thirds (2/3) majority vote of members of the DSC shall be required for removal.
- d. The election of a Student Representative-elect shall occur at least three months prior to June 30. This will allow the incumbent Student Representative to provide opportunities for the successor to become familiar with the responsibilities of the position.
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present. Representation at Board of Education meetings shall be the sole responsibility of the elected Student Representative.

3) Limitations of Role of Student Representative on Board Matters.

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- c. The Student Representative may not participate (whether in executive session or otherwise), receive materials, or render an unofficial vote in any personnel or legal matter or other matters that involve records that are exempt from disclosure under the Oregon public records or other law or that involve matters that may be the subject of an executive session.
- d. The Student Representative shall serve for a period of no more than one year.

Policy Implemented: History: Adopted 6/71; Amended 8/74; 6/80; 9/9/02; BA 2417; 5/19

RESOLUTION No. 6446

Resolution to Authorize Superintendent Contract Extension

RECITALS

- A. Oregon law authorizes the Board of Education to employ a superintendent of schools, fix the terms and conditions of employment, and compensate for a contract term that does not exceed three years.
- B. Board Policy 1.10.010-P provides that the Board recruits and hires a superintendent as chief executive and evaluates the performance of the superintendent in accordance with the District's adopted mission, core values, and strategic objectives.
- C. Board Policy 1.20.011-P provides for the duties of the Board chair, including signing instruments as the Board may authorize.
- D. The Board of Education has reviewed Superintendent Guadalupe Guerrero's performance and determined that he has been a strong leader of the District since he was hired in 2017 and that the District is well served by extending his contract through June 30, 2024.

RESOLUTION

- 1. The Board of Education approves of and authorizes the Board Chair to execute an extension of Superintendent Guerrero's contract through June 30, 2024, on the terms set forth in the amended employment agreement posted for the February 8, 2022, meeting.

AMENDED EMPLOYMENT AGREEMENT

This Amended Employment Agreement (“Agreement”) is entered into and effective on the date it is signed by District and Superintendent (“Effective Date”) as indicated below between Multnomah County School District #1J (“District”) and Guadalupe Guerrero (“Superintendent”).

RECITAL

District, acting by and through its Board of Directors (“Board”), wishes to employ Superintendent as Superintendent of Schools on the terms and conditions set forth in this Agreement, and Superintendent wishes to accept employment with District on these terms and conditions.

AGREEMENT

The parties mutually agree as follows:

1. EMPLOYMENT. The District hereby employs Superintendent as Superintendent of Schools, and Superintendent hereby accepts such employment with District, on the terms and conditions set forth in this Agreement.

2. DUTIES.

2.1 Administration of Schools. Superintendent shall devote his full time and best efforts to the duties of the office of Superintendent of Schools. Superintendent shall be the Chief Administrative Officer of District and shall have powers and obligations to perform the duties and responsibilities for this position including but not limited to:

(a) Set forth in the laws, rules and regulations of the State of Oregon, including any amendments or successor statutes, rules or regulations thereto;

(b) Specified in this Agreement and such other duties as the Board may determine from time to time; and

(c) Specified in the District’s job description for Superintendent of Schools that is maintained in the Human Resources Department as outlined in District policies which may be amended from time to time.

2.2 Certification and Licensure. This Agreement is subject to Superintendent’s maintaining Oregon certification and licensure applicable to the Superintendent of Schools.

2.3 Additional Duties. From time to time the Board may adjust the duties and responsibilities of Superintendent, provided such duties are not inconsistent with the position of superintendent of an urban school district. Superintendent shall follow the policies and procedures of the District to the extent they are not inconsistent with this Agreement, in which event, this Agreement controls.

2.4 Board/Superintendent Relationships and Communications. The Board is responsible for supervising the Superintendent's management of the District to ensure that he properly exercises his responsibilities for the day-to-day operation, activities, and management of the organization, personnel, and use of available resources and adopted budget to achieve and demonstrate progress toward meeting the District's goals, as adopted by the Board. The Board and Superintendent agree that they shall work with each other in the spirit of cooperation and shall provide each other periodic opportunities to discuss Board/Superintendent relationships and communications. Nothing in this section is intended to alter the authority and responsibilities of the Board and the Superintendent as set forth in District policy or otherwise by law.

3. TERM. The term of this Agreement shall begin on July 1, 2021, and end on June 30, 2024, unless terminated earlier pursuant to Section 8. This Agreement, including the term thereof, shall at all times be construed in a manner consistent with Oregon law. Unless otherwise stated in this Agreement, termination of this Agreement terminates Superintendent's employment with District. Nothing in this Agreement alters the parties' rights stated in Section 8 below.

4. PROFESSIONAL ACTIVITIES, PROFESSIONAL GROWTH AND CIVIC ACTIVITIES. The Board encourages Superintendent to engage in professional growth, development activities, and organizations that support that professional growth. However, the parties agree that Superintendent's primary focus should be on District business and his time devoted to any outside activities should not distract from his day-to-day work for the District. As a result, except as stated below, Superintendent may devote a reasonable amount of time to professional growth through his participation in the activities conducted or sponsored by local, state, and national education associations, school administration associations, and school board associations and other appropriate groups or organizations as approved by the Board in its sole discretion. In addition, Superintendent is expected to participate in civic and community organizations. Superintendent shall disclose to the District any board memberships or association memberships, and all such memberships shall be subject to the approval of the Board Chair. The parties acknowledge that Superintendent may engage in speaking or other activities in exchange for honoraria or other compensation. Superintendent agrees that such activity shall be subject to the advance approval of the Board Chair and that all associated honoraria or other compensation shall be donated to a District student scholarship fund or the District Foundation (The Fund for Portland Public Schools).

5. COMPENSATION. The District shall pay Superintendent a base salary at the rate of \$322,354.00 per year ("Base Salary"), and the Base Salary shall be increased by a three percent (3%) cost of living adjustment on July 1 of each of the remaining years of the term of this Agreement. The Board may adjust Superintendent's Base Salary based on Superintendent's performance pursuant to this Agreement in the sole discretion of the Board; however, it shall not be reduced over the prior year. Superintendent's Base Salary shall be paid in 12 equal monthly installments. All compensation paid to Superintendent by District shall be reduced by such

amounts as are required to be withheld by law and as are required by the Oregon Public Service Retirement Plan (“OPSRP”) (see Section 6.7 below)..

6. PAID TIME OFF AND OTHER BENEFITS.

6.1 Benefits Generally. Except as otherwise provided in this Agreement, Superintendent shall be provided the same benefits as are applicable to the most senior 12-month administrative employees of District, including group health coverage for him and his dependents and other insurances, subject to the terms and conditions of such benefit plans and programs as they may change from time to time. If there are any changes to benefits generally during the term of this Agreement, those changes in benefits shall not apply to the Superintendent unless the parties agree to such change in writing.

6.2 Retirement Annuity. District shall provide for a retirement annuity contribution for the benefit of the Superintendent in an annual amount each academic year as follows:

Year 1: July 1, 2021 to June 30, 2022: \$24,000 annual contribution (\$2,000 per month). This annual contribution amount shall apply as of July 1, 2021, and payments shall be made on a monthly basis. The difference between the monthly contribution amount previously made and any monthly amounts contributed under the Agreement from July 1, 2021, to the Effective Date shall be made with the first monthly contribution under this Agreement.

Year 2: July 1, 2022 to June 30, 2023: \$32,000 annual contribution (\$2,667 per month).

Year 3: July 1, 2023 to June 30, 2024: \$36,000 annual contribution (\$3,000 per month).

Eligibility for Additional Retirement Annuity Contributions. In addition to the contribution amounts set forth above, the Superintendent shall be eligible to receive annual additional retirement annuity contributions for Year 2 and Year 3 of this Agreement of \$25,000 per each goal met if the District achieves the following Performance Goals, or any one of them, each year and the Superintendent is employed by the District at the end of each contract year (for a total potential of \$75,000 per year).

Years 2 and 3 Performance Goals

1. The percentage of Grade 3 Black/African-American students demonstrating at or above grade-level proficiency in English Language Arts will increase by at least 3.0 percentage points (*e.g.*, 16.9% to 19.9%), as measured by students’ attainment of Level 3 or 4 achievement levels on the annual summative Smarter Balanced Assessment (SBAC), when outcomes are compared year over year (*e.g.*, Spring 2022 to Spring 2023; and Spring 2023 to Spring 2024).

2. The percentage of all Grade 3 students, in the Underserved Race/Ethnicity student group*, demonstrating at or above grade-level proficiency in English Language Arts will increase by at least 3.0 percentage points (*e.g.*, 29.4% to 32.4%), as measured by students’ attainment of

Level 3 or 4 achievement levels on the SBAC, when outcomes are compared year over year (*e.g.*, Spring 2022 to Spring 2023; and Spring 2023 to Spring 2024).

*The Underserved Race/Ethnicity student group is defined by the Oregon Department of Education as consisting of the following racial/ethnic groups: American Indian/Alaska Native, Black/African-American, Hispanic/Latino, and Native Hawaiian/Pacific Islander.

3. The percentage of Grade 5 Black/African-American students demonstrating at or above grade-level proficiency in mathematics will increase by at least 3.0 percentage points (*e.g.*, 9.2% to 12.2%), as measured by the students' attainment of Level 3 or 4 achievement levels on the annual summative SBAC, when outcomes are compared year over year (*e.g.*, Spring 2022 to Spring 2023; and Spring 2023 to Spring 2024).

Payment of any additional retirement annuity contributions earned under this section will be paid within 30 days of the official release of annual SBAC student achievement data. If any payment under this section cannot be ascertained and/or paid until after the term of this Agreement expires, the District shall nonetheless make the payment to the Superintendent within time required under this Agreement and without regard to his employment status with the District.

Payment of Retirement Annuity Contributions. All retirement annuity contributions under this section 6.2 shall be made as an employer nonelective contribution to the Portland Public Schools 403(b) Plan (the "403(b) Plan"), a tax-qualified plan established under Section 403(b) of the Internal Revenue Code ("Code"). The District may, but shall not be required to, establish a new 401(a) plan and/or a new 457(b) plan to accept the retirement annuity contribution in excess of what may be contributed to the 403(b) Plan for a plan year. If part of the retirement annuity contributions cannot be made to the 403(b) Plan, to a 401(a) plan, or to a 457(b) plan due to limits under the Code, any remainder shall be paid to the Superintendent in cash. The Superintendent shall at all times be 100% vested in all employer nonelective contributions made to the 403(b) Plan, to a 401(a) plan, and/or to a 457(b) plan for him under this section 6.2, along with related investment results.

6.3 Expenses. District shall pay or reimburse Superintendent for reasonable and necessary business expenses the Superintendent incurs in the performance of his duties, including expenses for Board Chair-approved travel out-of-district, provided Superintendent has accounted for such expenses in accordance with, and otherwise complied with, District and Board policy on reimbursement of expenses. Subject to prior approval of the Board Chair, District shall also pay Superintendent's reasonable membership charges to professional and civic groups in which Superintendent believes it is necessary to participate to maintain and improve his performance as Superintendent or to support or represent the work of the District.

6.4 Car Mileage/Maintenance for In-District Travel. District shall pay Superintendent \$360.00 per month for a car allowance to assist the Superintendent with mileage and maintenance of his car for travel within the District.

6.5 Technology Support. District shall provide Superintendent with appropriate technology that will assist Superintendent in the performance of his duties and responsibilities.

This shall include a smartphone, tablet, laptop, home facsimile/printer/scanner and computer. District shall own this technology, and District shall be billed directly for the expenses incurred for use by Superintendent. Upon termination of this Agreement, the services for the technology will be canceled and all equipment must be returned to the District.

6.6 Indemnification. In accordance with ORS 30.285, District shall defend, hold harmless, and indemnify Superintendent against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duty except in the case of malfeasance in office or willful or wanton neglect of duty. The provisions of this Section 6.6 shall survive the termination of this Agreement.

6.7 Retirement Plan. District shall provide Superintendent with the standard OPSRP benefits, as those benefits may change from time to time. Membership in OPSRP is established after six full months of employment, if applicable. District will take a mandatory pre-tax payroll deduction associated with this benefit of six percent of Superintendent's Base Salary..

6.8 Vacations, Holidays, Sick Leave. The Superintendent shall be granted and privileged to take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on 12-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such times as will least interfere with the performance of the Superintendent's duties. The Superintendent's accrued and unused vacation days shall carry over from year to year as authorized by Board policies for administrative employees on 12-month contracts. The Superintendent may request payment for up to 10 days of accrued but unused vacation days on June 30 of each year during the term of this Agreement (and also a one-time right to request payment for up to 10 days of accrued vacation within 30 days of execution of this Agreement), to be paid at the Superintendent's "Daily Rate," determined by dividing the Superintendent's then-current annual salary by 260. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on 12-month contracts and shall be granted Juneteenth if and when the Board approves that holiday for other PPS nonrepresented employees. The Superintendent is hereby granted the same number of illness benefits and other leaves as authorized by Board policies for administrative employees on 12-month contracts. If there are any changes to District vacation, holidays, or leave benefits or policies for nonrepresented employees during the term of this Agreement, those changes shall not apply to the Superintendent unless the parties agree to those changes in writing.

7. **EVALUATION**. Upon at least 90 days' notice (or less time by mutual agreement), the Board will provide a date by which the Superintendent's self-evaluation, using a form developed by the Superintendent and the Board, is due and, at that same time, provide the date by which the Board Chair shall provide the Superintendent with a copy of the completed evaluation form. After the Board receives Superintendent's self-assessment, the Board and Superintendent shall meet in executive session or sessions to discuss the Superintendent's performance. Based on the executive session or sessions, the Board Chair shall have overall responsibility for completing the agreed-upon evaluation form on behalf of the Board. Superintendent shall have the right to respond to the Board's written evaluation during an executive session. The evaluation of

Superintendent and information used in developing the evaluation shall be confidential unless the Board and Superintendent agree otherwise and to the extent permitted under state law.

8. TERMINATION OF AGREEMENT.

8.1 Termination of Agreement without Cause.

(a) District may discharge Superintendent and terminate this Agreement without any showing of Cause upon six months' written notice. The District may, at its option, provide the Superintendent with six months of Superintendent's salary in lieu of the six months' written notice. If payment is made in lieu of notice pursuant to this Section 8.1, it shall be made for and in consideration of the Superintendent's release of any and all claims that he might otherwise have under the terms of this Agreement, pursuant to Section 9.3. Additionally, the compensation provided for in this Section 8.1 shall constitute Superintendent's sole remedy for termination or breach of this Agreement. Except for accrued benefits and unpaid expense (as might be due per District policy), the Superintendent shall not be entitled to any other termination or severance payment that may be payable to the Superintendent under any other agreement between the Superintendent and the District or under any policy in effect at, preceding, or following the date of termination.

Both parties agree that if, during the term of this Agreement, the Oregon State Legislature makes any statutory change that provides that a termination without Cause provision in a Superintendent employment contract requires a school district to provide to a superintendent more than six months' notice of the termination without Cause, Section 8.1(a) will be amended to provide for additional notice to the Superintendent in the event of termination without Cause in an amount required under the revised law or the remaining term of this Agreement, whichever is less.

(b) The Superintendent may resign his employment upon 60 days' written notice or by mutually agreed-upon advance written notice. District shall continue all compensable aspects of this Agreement through the last date of employment and shall pay out all accruals in accordance with District policy and local, state and federal laws.

8.2 Termination of Agreement for Cause. Subject to the notice requirement provided below, District may terminate this Agreement immediately and without notice for Cause. Termination for Cause includes, but is not limited to: serious misconduct such as theft or workplace violence; violation of District policies, including those regarding ethics, discrimination, harassment, retaliation, and misuse of District resources; insubordination; conviction of a felony or any crime that would tend to impair effectiveness of a District employee or bring discredit upon District; willful neglect of duty; or any other circumstances under which the Superintendent's performance or conduct is unlikely to be improved through corrective measures, as reasonably determined in the Board's sole discretion. In the event of Termination for Cause, Superintendent shall be entitled to receive his Base Salary accrued through the date of termination and District shall pay out accrued vacation and unpaid expenses (as might be due per District policy) according to District policy.

Should the Board identify a reason(s) it proposes to terminate this Agreement for Cause, notice shall be provided to Superintendent by the Board Chair. Such notice shall include a general statement of the reason(s) constituting Cause and shall be given not less than 10 days prior to the date that Superintendent shall be entitled to meet with the Board to discuss such reason(s). Any pre-termination meeting that Superintendent chooses to attend may be conducted in executive session as provided by Oregon law, and Superintendent may choose to be accompanied by legal counsel at such meeting at Superintendent's sole cost.

8.3 Termination by Mutual Agreement. The parties may mutually terminate this Agreement and mutually agree on an effective date for termination of the Agreement under terms that are mutually agreeable. Additionally, the District shall continue all compensable aspects of this Agreement through the last date of employment and shall pay out all accruals in accordance with District policy and local, state and federal laws. The accruals paid to Superintendent shall include any accrued benefits, leave and unpaid expenses (as might be due per District policy).

8.4 Termination in the Event of Death or Disability. This Agreement shall terminate immediately in the event of Superintendent's death, and District may terminate the Agreement in the event of Superintendent's Disability, as defined below. In the event of termination due to death or Disability, Superintendent shall be entitled to receive his/her Base Salary accrued through the date of termination and District shall pay out accrued vacation and unpaid expenses (as might be due per District policy) according to District policy. District has no other obligations to Superintendent or his heirs and assigns under this Agreement. "Disability" shall mean, as reasonably determined in the Board's sole discretion, after consultation with a physician selected by the Board and Superintendent, the inability of Superintendent to perform, with reasonable accommodation, if necessary, any essential function of his position under this Agreement because of physical or mental incapacity for a period of 90 days in the aggregate during any 12-month period. Superintendent shall cooperate in any physical examination and shall produce such medical records as may assist the Board in making a determination regarding Disability. The physician shall submit a confidential statement to the Board verifying the Superintendent's fitness to perform the Superintendent's duties. Any physical examination shall be confidential to the fullest extent allowed by state and federal law.

9. MISCELLANEOUS.

9.1 Attorney Fees. Except with respect to the mediator's fee as referenced in Section 9.5, in the event of any mediation, arbitration, suit or action to interpret or enforce this Agreement, each party shall bear its and his/her own attorney fees, costs and expenses.

9.2 Forum. Any suit or action to interpret or enforce this Agreement that is not subject to arbitration, if any, shall be brought in the appropriate state or federal court located in Multnomah County, Oregon.

9.3 Release of Claims. District shall have no obligation to pay any amounts to Superintendent pursuant to Section 8.1 unless Superintendent otherwise meets the criteria to receive such pay and Superintendent shall have, within 21 days of presentation, executed and shall

not thereafter have revoked a full release of all claims satisfactory to District substantially in the form of Exhibit A hereto.

9.4 Governing Law; Severability. The validity, interpretation, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect or impair the validity or enforceability of all or any other provisions of this Agreement that can be given effect without the invalid or unenforceable provisions, and this Agreement shall be construed to effectuate the intentions of the parties as if such invalid and unenforceable provision was omitted.

9.5 Dispute Resolution. In case of any dispute arising under this Agreement which cannot be settled by reasonable discussion, the parties agree that, prior to initiating any arbitration proceeding as contemplated in this section, they will first engage the services of a professional mediator and attempt in good faith to reach a consensual solution. If the parties are unable to agree upon the identity of a mediator, either party may request the appointment of a mediator by the Arbitration Service of Portland, Inc., or comparable dispute resolution service. District shall pay the mediator's fees and expenses and each party shall pay all of its or his/her own attorneys' fees and expenses related to the mediation. If the parties are unable to reach agreement through mediation, then any dispute arising under this Agreement shall be submitted exclusively to final and binding arbitration in Multnomah County, Oregon before a single arbitrator in accordance with the rules and procedures of an arbitration service agreed to by the parties. The party not prevailing shall pay the costs of any arbitration.

9.6 Waiver. District's failure to demand strict performance of any provision of this Agreement shall not constitute a waiver of any provision, term, covenant, or condition of this Agreement or of the right to demand strict performance in the future.

9.7 Entire Agreement. This Agreement, together with Exhibit A, constitutes the entire understanding and agreement between the parties relating to the matters addressed in this Agreement. This Agreement may only be modified, extended, or renewed in a writing signed by Superintendent and an authorized representative of the Board.

9.8 409A and 457(f) Compliance. It is the express intent of the parties that to the extent any payments made pursuant to this Agreement that could constitute a nonqualified deferred compensation arrangement qualify for an exception to application of Sections 409A or 457(f) of the Code, including but not limited to the bona fide severance pay plan exception, the separation pay plan exception, or the short-term deferral rule exception, they shall be interpreted to so qualify. Otherwise, any payments of deferred compensation under this Agreement that could constitute a nonqualified deferred compensation arrangement subject to Sections 409A and 457(f) of the Code shall be made in compliance therewith, and any binding guidance issued thereunder. All terms of this Agreement providing for payment of deferred compensation, if any, will be interpreted in a manner consistent with such intent.

The parties have read the foregoing terms and conditions and, by signing below, voluntarily enter into this Employment Agreement.

MULTNOMAH COUNTY SCHOOL DISTRICT#1J

By: _____
Board Chair

Date: _____

Approved as to Form:

General Counsel

Date: _____

By: _____
Deputy Clerk

Date: _____

SUPERINTENDENT

Date: _____

EXHIBIT A

RELEASE OF CLAIMS

This Document Affects Important Legal Rights You May Have.
Please Read It Carefully Before Signing.

For and in consideration of the benefits described in the Employment Agreement dated as of _____, 2022, between, Multnomah County School District #1J (“District”), and Guadalupe Guerrero (“Superintendent” or “I”), and for other good and valuable consideration to which I would not be entitled in the absence of this Release of Claims, I hereby release District, its directors, officers, shareholders, partners, members, agents, employees, attorneys, insurers, related corporations, successors and assigns (collectively, “Released Parties”), from any and all liability, damages or causes of action whatsoever, whether known or unknown, whether in tort, contract, or under local, state or federal statute arising through the date this release is executed. I understand and acknowledge that this release includes, but is not limited to any claim for reinstatement, re-employment, attorney fees or wages, severance pay, or additional compensation in any form, and any claim, including but not limited to claims for breach of contract, defamation, promissory estoppel, wrongful termination, whistleblower or other retaliation claims, and discrimination and/or harassment based on age, sex, race, religion, color, creed, disability, citizenship, national origin, military service, ancestry, sexual orientation or any other factor protected by federal, state or local law (such as claims arising from the Fair Standards Act of 1938, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Post Civil War Civil Rights Act, the Equal Pay Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act of 1993, the Uniformed Services Employment and Re-employment Rights Act, all as amended, and the civil rights, employment, and labor laws of any state and any regulation under such authorities) relating to my employment or association with District or the termination of that employment and association.

The District hereby releases Superintendent, and his descendants, ancestors, dependents, heirs, executors, administrators, successors and assigns (collectively, “Released Parties”), from any and all liability, damages or causes of action whatsoever, whether known or unknown, whether in tort, contract, or under local, state or federal statute in any way related to his employment by the District.

Release of Rights under Older Workers’ Benefit Protection Act. In accordance with the Age Discrimination in Employment Act and Older Workers’ Benefit Protection Act (collectively, the “Act”), I acknowledge that (1) I have been, and hereby am, advised in writing to consult with an attorney prior to executing this Agreement; (2) I am aware of certain rights to which I may be entitled under the Act; (3) as consideration for executing this Agreement, I will receive additional benefits and compensation of value to which I would otherwise not be entitled, and (4) by signing this Agreement, I do not waive rights or claims under the Act which may arise after the execution of this Agreement; (5) I have been given a period of at least 21 days from to consider this offer; (6) in the event I have not executed this Agreement on or before _____ the offer shall expire; (7) in the event I sign the Agreement prior to 21 days, I do so voluntarily; (8) any changes to the terms of the Agreement, whether material or immaterial shall not re-start the 21 day

consideration period; (9) I have a period of seven days from the date of execution in which to revoke this Agreement by written notice to the District's General Counsel; and (10) in the event I do not exercise my right to revoke this Agreement, the agreement shall become effective on the date immediately following the seven-day waiting period described above.

I have read this release carefully, acknowledge that I have been given at least 21 days to consider all of its terms, and have been advised to consult with an attorney and any other advisors of my choice prior to executing this Release, and I fully understand that by signing below I am voluntarily giving up any right which I may have to sue or bring other claims against the Released Parties. Finally, I have not been forced or pressured in any manner whatsoever to sign this Release, and I agree to all of its terms voluntarily.

This Release is final and binding and may not be changed or modified except in a writing signed by an authorized representative of the District.

Superintendent

Date