

Portland Public Schools Board of Education

2023-2024 Action Minutes

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(Adopted 8/28/23)

Regular Meeting

July 11, 2023

This document is a record of the actions taken by the Board of Education at the Regular Meeting held on July 11, 2023. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at https://youtu.be/icEMDo1qryw?si=MGSpW9-J0_iVtOb2

This meeting came to order at 6:10 pm at the call of Board Chair Scott; and was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97227 and streamed live at: <https://www.youtube.com/user/ppscomms/videos>.

Board Member Attendance

Present: Chair Scott; Vice-Chair Hollands; Directors Brim-Edwards, DePass, Greene, Sullivan, and Wang; Student Representative Silverstein

Absent: None

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RESOLUTIONS AS ADOPTED

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AGENDA

<i>Time Started</i>	<i>Agenda Title</i>
6:10 pm	Called to Order
6:18 pm	Election of Board Chairperson and Board Vice-Chairperson
6:23 pm	Public Comment
6:52 pm	Recess
6:58 pm	Resolution to Establish Board Committees for the 2023-24 School Year
6:59 pm	Discussion: Update to the 2023-24 School Year Budget and State School Fund
7:38 pm	Local Option Levy Overview and Proposed Timeline
7:46 pm	Consent Agenda
7:55 pm	Other Business
7:56 pm	Adjourned

STUDENT AND PUBLIC COMMENT

General Public Comment

- Willow Washburn
- Elizabeth Nelson
- Malak Elkher

Union Representatives

- Service Employees International Union (SEIU)

ACTIONS TAKEN

- **Resolution 6730: Election of Board Chairperson**

Director DePass moved and Director Brim-Edwards seconded the motion to approve Resolution 6730. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6731: Election of Board Vice-Chairperson**

Director Brim-Edwards moved and Director DePass seconded the motion to approve Resolution 6731. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6732: Resolution to Establish Board Committees for the 2023-24 School Year**

Director Greene moved and Director Brim-Edwards seconded the motion to approve Resolution 6732. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Consent Agenda – Resolutions 6733 through 6738**

Contract Number 93572-RS was pulled from Resolution 6733 for individual consideration at the August 08, 2023 meeting.

Director Greene moved and Director Hollands seconded the motion to approve the Consent Agenda, including Resolutions 6733 through 6738, with contract 93572-RS pulled from Resolution 6733. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

July 11, 2023

RESOLUTION No. 6730

Election of Board Chairperson

Director Gary Hollands is hereby elected Chairperson of the Board for the period beginning July 11, 2023, until his/or her successor is elected.

July 11, 2023

RESOLUTION No. 6731

Election of Board Vice-Chairperson

Director Herman Greene is hereby elected Vice-Chairperson of the Board for the period beginning July 11, 2023, until his/or her successor is elected.

Resolution No. 6732

Resolution to Establish Board Committees for the 2023-24 School Year

RECITALS

- A. Board Policy 1.20.014-P Board Committees states that Board committees may be formed to consider actions or issues in detail that would otherwise monopolize the Board agenda and provide policy advice for the Board's action or consideration, as appropriate.
- B. Board committees serve in a fact-finding, deliberative and advisory role rather than as a legislative or administrative body and will make recommendations directly to the Board as a whole, which alone may take action.
- C. It is the responsibility of the Board Chair to appoint members to those committees established by the Board.

RESOLVED

For the 2023-24 school year, The Board of Education approves the establishment of the Audit Committee, Student Success Committee, Facility and Operations Committee, Policy Committee, and the Task Force in Equity in Contracting.

RESOLUTION No. 6733**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
BH365, LLC	7/12/23	Purchase Order PO 164888	Purchase of Black History 365 textbooks for 7 th , 8 th , and HS grades. Approved Special Class Procurement – Copyrighted Materials & Creative Works PPS-47-0288(4)	\$748,351	K. Armstrong Fund 458 Dept. 5511 Project DC201	No
Pediatric Services of America Inc., dba Aveanna Healthcare	7/12/23 through 6/30/26	Personal Services PS 93517	Provide up to two nurses a year for two PPS students. Direct Negotiation – Unique Knowledge and/or Expertise PPS-46-0525(4)	\$836,640	K. Armstrong Fund 101 Dept 5414	No
Smucker Foodservice, Inc.	8/1/23 through 7/1/24 Option to renew for up to two additional one-year terms through 6/30/26	Materials Requirement MR 93508	Provide District with USDA commodity processed peanuts into ready-to-serve products. Request for Proposals 2021-2946	Original Term: \$360,000 Total through renewals: \$1,080,000	D. Jung Fund 202 Dept. 5570	No
CommonLit, Inc.	7/12/23 through 6/30/26	Digital Resource DR 93463	School Essentials & Canvas school wide licenses for District schools. Approved Special Class Procurement – Copyrighted Materials & Creative Works PPS-47-0288(4)	\$309,660	K. Armstrong Fund 458 Dept. 5445 Project DC160	No
AspirEDU, Inc.	8/1/23 through 7/31/25	Digital Resource DR 93523	Dropout Detective licenses for all middle and high school students. Approved Special Class Procurement – Copyrighted Materials & Creative Works PPS-47-0288(4)	\$156,031	K. Armstrong Fund 458 Dept. 5445 Project DC160	No
Highstreet IT Solutions, LLC	7/12/23 through 6/30/25	Digital Resource DR 93459 and DR 93459 Amend 1	PeopleSoft hosting and Managed Services. Approved Special Class Procurement – Software and Hardware Upgrades/Maintenance PPS-47-0288(11)	\$1,642,390	D. Wolff Fund 101 Dept. 5582	No

TierPoint Hosted Solutions, LLC	8/1/23 through 7/31/24	Digital Resource DR 93547	Mimecast email archiving, hosting, and support. Sole Source PPS 47-0275	\$166,038	D. Wolff Fund 101 Dept. 5582	No
InLine Commercial Construction Inc.	7/12/23 through 2/29/24	Construction C 93543	ADA and SPED upgrades at eight schools. Invitation to Bid 2023-018	\$5,229,356	D. Jung Fund 458 Dept 5511 Project DS015/16	No
InLine Commercial Construction Inc.	7/12/23 through 2/29/24	Construction C 93542	ADA and SPED upgrades at 11 schools. Invitation to Bid 2023-019	\$3,481,625	D. Jung Fund 458 Dept 5511 Project DS015/16	No
Skyward Construction LLC	7/12/23 through 2/29/24	Construction C 93544	ADA and SPED upgrades at 11 schools. Invitation to Bid 2023-020	\$4,400,000	D. Jung Fund 458 Dept 5511 Project DS015/16	No
Wenaha Group, Inc.	7/12/23 through 7/11/28	Related Services RS 93498	On call, as needed project management/ construction management services for Office of School Modernization and Facilities and Asset Management projects. Request for Proposals 2023-014	\$5,000,000	D. Jung Fund TBD	MBE
Aecom Technical Services	7/12/23 through 7/11/28	Related Services RS 93490	On call, as needed project management/ construction management services for Office of School Modernization and Facilities and Asset Management projects. Request for Proposals 2023-014	\$5,000,000	D. Jung Fund TBD	No
Cumming Management Group, Inc.	7/12/23 through 7/11/28	Related Services RS 93494	On call, as needed project management/ construction management services for Office of School Modernization and Facilities and Asset Management projects. Request for Proposals 2023-014	\$5,000,000	D. Jung Fund TBD	No
Otak, Inc.	7/12/23 through 7/11/28	Related Services RS 93496	On call, as needed project management/ construction management services for Office of School Modernization and Facilities and Asset Management projects. Request for Proposals 2023-014	\$5,000,000	D. Jung Fund TBD	No
Shiels Oblatz Johnsen, Inc.	7/12/23 through 7/11/28	Related Services RS 93499	On call, as needed project management/ construction management services for Office of School Modernization and Facilities and Asset Management projects. Request for Proposals 2023-014	\$5,000,000	D. Jung Fund TBD	MBE
Turner & Townsend Heery, LLC	7/12/23 through 7/11/28	Related Services RS 93492	On call, as needed project management/ construction management services for Office of School Modernization and Facilities and Asset Management projects. Request for Proposals 2023-014	\$5,000,000	D. Jung Fund TBD	No
Piper Mechanical	7/12/23 through 12/31/25	Construction C 93509	Mechanical Upgrades at Kelly Invitation to Bid - Construction 2023-031	\$10,245,400	D. Jung Fund 458 Dept 5511 Project DS018	No
Piper Mechanical	7/12/23 through 12/31/25	Construction C 93510	Mechanical Upgrades at Bridger Invitation to Bid - Construction 2022-055	\$6,676,310	D. Jung Fund 458 Dept 5511 Project DS018	No

BrainPOP	7/12/23 through 6/30/25	Digital Resource DR 93553	Subscription to BrainPOP and BrainPOP Jr. for 14 high schools/charter schools/special programs. 82 licenses for elementary and middle schools. Approved Special Class Procurement – Copyrighted Materials & Creative Works PPS-47-0288(4)	\$317,487.31	K. Armstrong Fund 458 Dept 5445 Project DC160	No
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*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	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business
PDX Yellow Cab LLC	7/12/23 through 6/30/26	Services S 90041 Amend 2	Provide specialized transportation services to District students who are unable to be served by a school bus, as determined by their IEPs. Approved Special Class Procurement - Secure, Specialized Transportation PPS 47-0288(19)	\$2,700,000, \$4,700,000	D. Jung Fund 101 Dept 5560	No

RESOLUTION No. 6734

Approving Board Member Conference Attendance as Representatives of the Board

RECITALS

Board Policy 1.40.070 requires Board approval for individual Board members to attend state or national meetings as representatives of the Board.

RESOLUTION

The Board affirms Directors Julia Brim-Edwards, Michelle DePass, Gary Hollands, Andrew Scott, Patte Sullivan, and Eddie Wang to attend the Council of the Great City Schools Accelerating Board Capacity Conference in Cambridge, MA July 16, 2023 – July 19, 2023.

RESOLUTION No. 6735

The Following Index to the Minutes are offered for Adoption

- June 13, 2023 – Regular Meeting
- June 27, 2023 – Special Meeting
- June 27, 2023 – Special Meeting
- June 27, 2023 – Special Meeting

RESOLUTION No. 6736

A Resolution Regarding Depository Banks for the Funds of the Portland Public School District (School District No. 1-J, Multnomah County Oregon)

RECITALS

- A. At the beginning of each fiscal year, the Portland Public Schools Board of Education, establishes depositories for school funds (ORS 328.441, 294.805 – 294.895).
- B. The District desires to pass a resolution to name official depositories during the 2023-24 fiscal year.

RESOLVED

- 1. RESOLVED that the following depositories are hereby, approved as official depositories of Portland Public Schools funds during the 2023-24 fiscal year:

Institutions:

U.S. Bank
Wells Fargo Bank
Umpqua Bank
Washington Federal Bank
Bank of the West
Bank of New York Mellon
JPM Chase Bank
Bank of America
Local Government Investment Pool (LGIP)

- 2. RESOLVED that any of the following of the District's officers; and in their absence as the Superintendent designates:

Deputy Superintendent of Business & Operations

Chief Financial Officer

Senior Director Financial Services

(each such designated officer an "Officer"), is individually authorized to:

- a) open or close one or more deposit and/or securities accounts (the "Accounts") with any depository institution qualified by the Oregon State Treasurer under Oregon Revised Statutes (ORS) 295 (herein after called "Bank" which account shall be in the name of the District
 - b) execute and deliver in the District's name such agreement (s) regarding the Accounts and the services related thereto as Bank may from time to time require;
 - c) authorize and execute transactions on the Accounts, including, without limitation,
 - i) signing checks and other instruments withdrawing funds from the Accounts,
 - ii) requesting funds transfers by Bank to and from the Accounts,
 - iii) entering into arrangements for the processing of automated clearing house ("ACH") debit entries and/or ACH credit entries to and from the Accounts, and
 - iv) endorsing on behalf of the District, and otherwise negotiating, checks and other items payable to the District;
 - d) incur overdrafts and other obligations in the Accounts at Bank in connection with any of the products, services, or activities authorized by these resolutions;
- 3. RESOLVED, that any one of the following of the District's officers:

Senior Director of Financial Services

Senior Manager/Treasury

(each such designated officer a "Limited Officer"), is authorized to: i) request funds transfers by Bank to and from the Accounts, (ii) enter into arrangements for the processing of automated clearing house ("ACH") debit entries and/or ACH credit entries to and from the Accounts.

4. RESOLVED, that each Officer and each Limited Officer is individually authorized to designate one or more District officials [each such designated official, an "Official"] to: (a) sign checks withdrawing funds from their respective school checking Accounts, including those payable to cash; and (b) issue and release stop payments on checks drawn on their respective school checking Accounts.
5. RESOLVED, that the District is authorized to enter into any other arrangements, agreements and documents with respect to any Bank's deposit and treasury management products and services, in such form and on such terms and conditions as may be agreed to by an Officer signing such agreements and documents, after appropriate Board of Education approval is obtained, if necessary;
6. RESOLVED, that except to the extent provided otherwise in any agreement between the District and Bank, the District authorizes Bank to rely on any act or communication, including telephone, wire or electric communication, purporting to be done by any Officer, Limited Officer or Official of the District if such reliance is in good faith, and the District shall be bound to Bank by such act or communication relied on by Bank in good faith;
7. RESOLVED, that these resolutions are in addition to, and not by way of limitation on, other resolutions, if any, of the District in favor of Bank, and that the authority conferred by these resolutions shall be deemed retroactive and any and all acts authorized by these resolutions performed prior to the passage of these resolutions are hereby approved and ratified as the official acts and deeds of the District; and
8. RESOLVED, that each of these resolutions shall continue in full force and effect until Bank has received express written notice of its rescission or modification by a resolution duly adopted by the District's Board of Education and certified by a Secretary or Deputy Clerk of the District.

RESOLUTION No. 6737

Appointment of Clerk and Deputy Clerks

RECITALS

- A. To comply with the requirements of Oregon Revised Statutes (ORS), the Portland Public Schools Board of Education shall appoint a School District Clerk and Deputy Clerks for the 2023-24 fiscal year.
- B. ORS 332.515 requires the appointment of the Chief Administrative Officer as the School District Clerk. Deputy Clerks may also be appointed.

RESOLVED

- 1. The Portland Public Schools Board of Education appoints Superintendent Guadalupe Guerrero as Clerk of Portland Public Schools for the 2023-24 fiscal year.
- 2. The Portland Public Schools Board of Education appoints Chief of Staff Jonathan García, and Director of Purchasing & Contracting Emily Courtneage as Deputy Clerks of Portland Public Schools for the 2023-24 fiscal year.

RESOLUTION No. 6738

Appointment of Budget Officer

RECITALS

- A. To comply with the requirements of Oregon Revised Statutes (ORS), the Portland Public Schools Board of Education shall designate a person to serve as the Budget Officer.
- B. ORS 294.331 requires the Board of Education to designate a person to serve as the Budget Officer.
- C. The Budget Officer shall prepare or supervise the preparation of the budget document and act under the direct supervision of the Superintendent.

RESOLVED

The Portland Public Schools Board of Education designates Junho Chang, Budget Manager as Budget Officer of Portland Public Schools for the 2023–24 fiscal year.



Index to the Minutes

(Adopted 8-28-23)

Special Meeting

August 03, 2023

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/1hxPJCYWACI>

This meeting was held virtually and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Hollands; Directors Brim-Edwards, DePass, Scott, and Wang; Superintendent Guerrero

Absent: Vice-Chair Greene; Director Sullivan; Student Representative Silverstein

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Agenda

<i>Time Started</i>	<i>Agenda Title</i>
1:47 pm	Authorization of Off-campus Activities
1:50 pm	Adjourned

Student and Public Comment

None

Statement for the Record

- **Director Andrew Scott**

Submitted 8/3/23

The reason for this special meeting is to approve a field trip. The only reason the board needs to approve the field trip is because of a misguided board policy that requires the board to approve all out-of-state or foreign field trips.

In my four years on the board, our review and approval of these field trips has not added any value. We rarely ask questions, and when we do they are usually about broader field trip policy, not the specific field trip in question. One of my takeaways from our Harvard Leadership Institute is the importance of focusing on student achievement and results without getting bogged down in day-to-day administrative issues. There is not a more clear example of a day-to-day administrative issue than approving a field trip.

Our review also takes up valuable staff time. Board approval of this particular trip has taken staff time to pull together materials and schedule a meeting, not to mention the need to redact non-public information. All of this time could better be spent on activities that further student achievement. Board review also puts the field trip itself in limbo, keeping staff and families from finalizing travel plans until we have officially voted.

Last year I asked the Policy Committee to revise this policy, but a majority of the committee decided to retain it. The argument at the time was that the board is interested in ensuring equity in field trip opportunities for all of our students. But I would argue this policy does nothing to ensure equity because only out-of-state field trips come to the board for approval, so we only see a small slice of overall field trips and our review does nothing to encourage equity. If this is the board's goal, we should request quarterly reports of all field trips and schedule committee time to discuss whether we are meeting our equity goals.

I once again ask our Board Chair and the Policy Committee Chair to please revisit this policy and put approval where it belongs -- with the administrators who have a responsibility for ensuring these field trips are safe, equitable, and educationally sound.

Let's make today's "special meeting" to approve a field trip our last.

ACTIONS TAKEN

- **Resolution 6748: Authorization of Off-campus Activities**

Director DePass moved and Director Scott seconded the motion to approve Resolution 6748. The motion was put to a voice vote and passed (5 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Absent, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Absent, Director Eddie Wang: Yes, Student Representative Silverstein: Absent

[illegible]



Index to the Minutes

(Adopted 8/28/23)

Regular Meeting

August 08, 2023

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/mRXFMskI2pc>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97227 and streamed live to <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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6743	Allocation of ESSER II / II Funds – Helensview.....	37
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Agenda

<i>Time Started</i>	<i>Agenda Title</i>
6:00 pm	Opening, Monthly Recognitions, Announcements
6:05 pm	Superintendent's Report
6:15 pm	Student Representative's Report
6:22 pm	IGA TriMet Youth Passes (Resolution 6739)
6:26 pm	Allocation of ESSER II / II Funds – Helensview (Resolution 6743)
6:26 pm	Public Comment
6:48 pm	Discussion: Update to the 2023-2024 School Year Budget and State School Fund
7:10 pm	Preparing for the 2023-24 School Year
7:40 pm	Board Committee and Conference Reports
7:56 pm	Consent Agenda: Resolutions 6740 through 6742, 6744, 6745, and 6747
8:07 pm	Comments from Our Union Partners
8:32 pm	Adjourn

Student and Public Comment

General Student Comment

None

General Public Comment

- *Ryan Healy*
- *Karanja Crews*
- *Devon Ghani*
- *Antonye Harris*

ACTIONS TAKEN

- **Resolution 6739: Expenditure Contracts that Exceed \$150,000 for Delegation of Authority (TrimMet IGA)**

Director Brim-Edwards moved and Director DePass seconded the motion to approve Resolution 6739. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6743: Approving Capital Projects for Contracted Alternative Schools using ESSER II and ESSER III funds**

Director Greene moved and Director Sullivan seconded the motion to approve Resolution 6743. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Consent Agenda – Resolutions 6740, 6741, 6742, 6744, 6745, and 6747**

Director Greene moved and Director Brim-Edwards seconded the motion to approve the Consent Agenda, including Resolutions 6740, 6741, 6742, 6744, 6745, and 6747, as amended to exclude contract 93572-RS from Resolution 6745. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

RESOLUTION No. 6739**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 INTERGOVERNMENTAL AGREEMENTS ("IGAs")

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Tri-Met	8/29/23 through 6/24/24	Intergovernmental Agreement IGA 93732	Purchase of the student transit pass program through Tri-Met.	\$1,987,333	D. Jung Fund 101 Dept. TBD

RESOLUTION No. 6740

Approval of Head Start Policy Council Recommendation

RECITALS

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. Portland Public Schools Head Start Parent Policy Council recommends the approval of Head Start's Coordinated Communication Plan policy.

RESOLUTION

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

RESOLUTION No. 6741

Approval of Head Start Policy Council Recommendation

RECITALS

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. Portland Public Schools Head Start Parent Policy Council recommends the approval for PPS Head Start to apply for Fiscal Year 2024 Federal Grant funds.

RESOLUTION

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

RESOLUTION No. 6742

Approval of Head Start Policy Council Recommendation

RECITALS

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. Portland Public Schools Head Start Parent Policy Council recommends the approval of Head Start's updated health policies.

RESOLUTION

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

RESOLUTION No. 6743

Resolution Approving Capital Projects for Contracted Alternative Schools using ESSER II and ESSER III funds

RECITALS

- A. During the 2020-2021 budget year, each Contracted Alternative School received an individual ESSER II and ESSER III allocation (Existing ESSER Allocation), which they may spend on a reimbursement basis, following all requirements set forth by Portland Public Schools and the Oregon Department of Education.
- B. Contracted Alternative School leaders are able to determine how to best use these ESSER II and ESSER III funds, based on feedback from their Boards of Directors and other key stakeholders.
- C. Contracted Alternative Schools are eligible for reimbursement using ESSER II and/or ESSER III funds as long as expended funds align with allowable uses for each grant and are pre-approved by Portland Public Schools and meet ODE requirements for approval.
- D. The Oregon Department of Education requires all capital expenditures over \$25,000 to be approved by each district's school board for approval as a final step for receiving funds for projects that meet eligibility criteria for reimbursement.

RESOLUTIONS

The Board of Education for Portland Public Schools approves the following Capital Expenditure projects for Helensview School that were previously approved by the Oregon Department of Education and eligible for reimbursement, using the Existing ESSER Allocation each school previously received:

- a. 2180-11: Helensview Recovery Center

RESOLUTION No. 6744

Resolution to approve a Cost of Living Adjustment for Non-Represented Employees for Fiscal Year 2023-2024

RECITALS

1. On June 13, 2023, the Board of Education adopted an operating budget for the District for the 2023-2024 fiscal year. The budget includes funds for a COLA for eligible non-represented employees.
2. Consistent with the adopted budget, the Superintendent recommends a 3.0% cost-of-living-adjustment (COLA) for non-represented employees. The cost of the recommended COLA is within the amount budgeted in the Board-adopted operating budget.

RESOLUTION

The Board authorizes a COLA for eligible non-represented employees for the 2023-24 fiscal year consistent with the Superintendent's recommendation and the Board-adopted budget.

RESOLUTION No. 6745**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
Northwest Control Company, Inc.	8/9/23 through 8/9/26	Flexible Services Contractor Pool FSCP 93524	Boiler and HVAC repairs and upgrades on an as-needed basis. Request for Proposals 2023-026	Not to Exceed \$3,000,000	D. Jung Funding Source Varies	No
Yadon Mechanical, LLC	8/9/23 through 8/9/26	Flexible Services Contractor Pool FSCP 93528	Boiler and HVAC repairs and upgrades on an as-needed basis. Request for Proposals 2023-026	Not to Exceed \$3,000,000	D. Jung Funding Source Varies	MBE
Ainsworth, Inc.	8/9/23 through 8/9/26	Flexible Services Contractor Pool FSCP 93535	Boiler and HVAC repairs and upgrades on an as-needed basis. Request for Proposals 2023-026	Not to Exceed \$3,000,000	D. Jung Funding Source Varies	No
Hydro-Temp Mechanical, Inc	8/9/23 through 8/9/26	Flexible Services Contractor Pool FSCP 93511	Boiler and HVAC repairs and upgrades on an as-needed basis. Request for Proposals 2023-026	Not to Exceed \$3,000,000	D. Jung Funding Source Varies	No
Basic Fire Protection, Inc.	8/9/23 through 8/8/26	Services S 93513	Fire system inspection and correction at all sites. Request for Proposals 2023-022	\$950,000	D. Jung Fund 101 Dept. 5592	No
Sevla Transportation, LLC	8/9/23 through 7/31/28	Services S 93597	Transportation services for students who are unable to be served by a school bus and as determined by their IEP. Approved Special Class Procurement – Secure Specialized Transportation PPS-47-0288(19)	Not to Exceed \$3,000,000	D. Jung Funding Source Varies	No
PDX Cloud Transport, LLC	8/9/23 through 7/31/28	Services S 93584	Transportation services for students who are unable to be served by a school bus and as determined by their IEP. Approved Special Class Procurement – Secure Specialized Transportation PPS-47-0288(19)	Not to Exceed \$2,500,000	D. Jung Funding Source Varies	No
Assist Services, Inc.	8/9/23 through 7/31/28	Services S 93700	Transportation services for students who are unable to be served by a school bus and as determined by their IEP. Approved Special Class Procurement – Secure Specialized Transportation PPS-47-0288(19)	Not to Exceed \$600,000	D. Jung Funding Source Varies	No

Peace in Schools	8/9/23 through 6/30/24	Personal Services PS 93621	Mindfulness class for eight high schools for the 23-24 school year. Direct Negotiation – Unique Knowledge and/or Expertise PPS-46-0525(4)	\$163,300	K. Armstrong Fund 101 Dept. 5465	NA - Nonprofit
Miller Nash Graham Dunn LLP	8/9/23 through 6/30/25	Legal Services LS 93702	Legal services on an as-needed basis.	\$350,000	L. Large Fund 101 Dept. 5460	No
Northwest Textbook Depository Co.	8/9/23	Purchase Order PO 165266	Purchase of student materials for MidSchool Math curriculum adoption. Special Class Procurement – Copyrighted Materials and Creative Works PPS-47-0288(4)	\$200,379	K. Armstrong 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

Contractor	Contract Term, Renewal Options	Administering Contracting Agency	Description of Goods or Services	Estimated Spend During Contract Term	Responsible Administrator, Funding Source	Certified Business
SHI International	8/9/23 through 9/30/25	OMNIA Partners COA 93598	Purchase of software products for District-wide use.	\$2,000,000	D. Wolff Funding Source Varies	No

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Portland State University	7/1/23 through 6/30/24	Intergovernmental Agreement IGA 93660	Senior Inquiry college credit courses for Jefferson, McDaniel, & Roosevelt.	\$295,650	K. Armstrong Fund 205 Dept. 5438 Grant G2298

AMENDMENTS TO EXISTING CONTRACTS

NO NEW AMENDMENTS

RESOLUTION No. 6747**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
U.S. Dept of Education	10/1/23 through 9/30/28	Intergovernmental Agreement / Revenue IGA/R 93659	Multi year federal award to provide statewide technical assistance, consultation, and resources for students who are DeafBlind, their families, and educators.	\$667,715	K. Armstrong Fund 205 Dept. 5430 Grant G2123
David Douglas School District	7/1/22 through 6/30/23	Intergovernmental Agreement / Revenue IGA/R 93588	Columbia Regional Inclusive Services provided David Douglas SD school age classroom services for children who are Deaf/Hard of Hearing.	\$165,732	K. Armstrong Fund 299 Dept. 5422 Grant S0163

AMENDMENTS TO EXISTING REVENUE CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Administrator, Funding Source
Multnomah County	7/1/23 through 6/30/24	Intergovernmental Agreement / Revenue IGA/R 92200 Amendment 1	Preschool for All grant for 23-24 school year.	\$1,999,500 \$3,439,500	K. Armstrong Fund 205 Dept. 5453 G2320



Index to the Minutes

(Adopted 9-19-23)

Study Session with a Vote on Consent Agenda

August 28, 2023

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at https://www.youtube.com/live/I2FtEqYQDFg?si=MZzTaKr_d78ba_jS

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, and Eddie Wang;

Absent: Director Patte Sullivan and Student Representative Frankie Silverstein

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Agenda

<i>Time Started</i>	<i>Agenda Title</i>
6:21 pm	Called to Order
6:22 pm	Consent Agenda – Resolutions 6749 – 6751
6:25 pm	First Reading of Policy Revisions
6:27 pm	Board Work Plan Development
6:36 pm	The board moved into executive session pursuant to ORS 192.660(2)d)
7:29 pm	Break
7:32 pm	Board Work Plan Development (continued)
7:51 pm	Board Protocols Discussion
8:44 pm	Overview of the Superintendent Evaluation Process and Timeline
8:57 pm	Adjourn

Public Comment

None

Actions Taken

- **Consent Agenda – Resolutions 6749 through 6751**

Director Scott moved and Director DePass seconded the motion to approve the Consent Agenda, including Resolutions 6749 through 6751. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Absent, Director Eddie Wang: Yes, Student Representative Silverstein: Absent (Unofficial)

RESOLUTION No. 6749

The Following Index to the Minutes are offered for Adoption

- July 11, 2023 – Regular Meeting
- August 03, 2023 – Special Meeting
- August 08, 2023 – Regular Meeting

RESOLUTION No. 6750**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
REAP, Inc.	8/29/23 through 6/30/24	Personal Services PS 93798	RESJ services at multiple District sites. Request for Proposals 2019-2700	\$290,000	R. Adams Fund 101 Dept. 5432	No
Latino Network	8/29/23 through 6/30/24	Personal Services PS 93802	RESJ services at multiple District sites. Request for Proposals 2019-2700	\$1,427,000	R. Adams Fund 101 Dept. 5432	N/A Nonprofit
Black Parent Initiative	8/29/23 through 6/30/24	Personal Services PS 93801	RESJ services at multiple District sites. Request for Proposals 2019-2700	\$315,000	R. Adams Fund 101 Dept. 5432	N/A Nonprofit
Immigrant & Refugee Community Organization (IRCO)	8/29/23 through 6/30/24	Personal Services PS 93806	RESJ services at multiple District sites. Request for Proposals 2019-2700	\$915,000	R. Adams Fund 101 Dept. 5432	N/A Nonprofit
Horizon Counseling Services	8/29/23 through 6/30/24	Personal Services PS 93804	RESJ services at multiple District sites. Request for Proposals 2019-2700	\$190,000	R. Adams Fund 101 Dept. 5432	No
Open School, Inc.	8/29/23 through 6/30/24	Personal Services PS 93805	RESJ services at multiple District sites. Request for Proposals 2019-2700	\$1,500,000	R. Adams Fund 101 Dept. 5432	N/A Nonprofit
Native American Youth & Family Center (NAYA)	8/29/23 through 6/30/24	Personal Services PS 93811	RESJ services at multiple District sites. Direct Negotiation – Unique Knowledge or Expertise PPS-46-0525(4)	\$330,000	R. Adams Fund 101 Dept. 5432	N/A Nonprofit
Portland Opportunities Industrialization Center, Inc. (POIC)	8/29/23 through 6/30/24	Personal Services PS 93812	RESJ services at multiple District sites. Request for Proposals 2019-2700	\$200,000	R. Adams Fund 101 Dept. 5432	N/A Nonprofit

Self Enhancement, Inc. (SEI)	8/29/23 through 6/30/24	Personal Services PS 93810	RESJ services at multiple District sites. Request for Proposals 2019-2700	\$2,050,000	R. Adams Fund 101 Dept. 5432	N/A Nonprofit
Black Excellence Group	8/29/23 through 6/30/24	Personal Services PS 93813	RESJ services at multiple District sites. Direct Negotiation – Unique Knowledge or Expertise PPS-46-0525(4)	\$202,600	R. Adams Fund 101 Dept. 5432	No
Catalyst Pathways	9/1/23 through 8/31/24 Option to renew for up to four additional one-year terms through 8/31/28	Personal Services PS 93768	Design and implement supplemental instructional programs for Title I eligible students. Request for Proposals 2023-015	Original Term: \$479,087 Total through all renewals not to exceed: \$2,500,000	K. Armstrong Funding Source Varies	No
Believe to Achieve Education Services, LLC	9/1/23 through 8/31/24 Option to renew for up to four additional one-year terms through 8/31/28	Personal Services PS 93742	Design and implement supplemental instructional programs for Title I eligible students. Request for Proposals 2023-015	Original Term: \$125,000 Total through all renewals not to exceed: \$800,000	K. Armstrong Funding Source Varies	No
Krista McNeil	9/1/23 through 8/31/24 Option to renew for up to four additional one-year terms through 8/31/28	Personal Services PS 93808	Design and implement supplemental instructional programs for Title I eligible students. Request for Proposals 2023-015	Original Term: \$58,312 Total through all renewals not to exceed: \$350,000	K. Armstrong Funding Source Varies	No
Northwest Evaluation Association (NWEA)	8/29/23 through 6/30/26	Digital Resource 93835	Purchase of MAP Growth and MAP Fluency Assessment and Reporting Platform. Special Class Procurement – Copyrighted Materials & Creative Works PPS-47-0288(11)	\$850,000	R. Adams Fund 101 Dept. 5439	No
Schetky Northwest	8/29/23	Purchase Order PO 165325	Purchase of two electric school buses. Request for Proposals 2023-008	\$559,077	D. Jung Fund 101 Dept. 5560	No
PAE Consulting Corp.	8/29/23 through 1/31/25	Related Services RS 93572	Deliver a “decarbonization roadmap” that helps the District understand how best to prioritize a variety of greenhouse gas emissions reduction measures.	\$445,900	D. Jung 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

No New Cooperatives

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

NO NEW IGAS

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business
Carahsoft Technology Corp.	8/29/23 through 9/25/26	Cooperative Contract COA 90176 Amendment 1	Adds purchase of SmartSheets licenses, adds funding to the contract to cover this software.	\$850,000 \$1,000,000	D. Wolff Funding Source Varies	No
Quaver Ed, Inc.	8/27/23 through 8/27/25	Digital Resource DR 90658 Amendment 2	2 year renewal for Quaver Ed's Grade K-5 Music Curriculum Resources and Quaver Ed's K-8 Music Curriculum Resources. Special Class Procurement – Copyrighted Materials and Creative Works PPS-47-0288(11)	\$190,800 \$358,800	K. Armstrong Fund 458 Dept. 5445 Project DC160	No

Encumbered contracts: \$9,936,976

Amendments: \$1,040,800

RESOLUTION No. 6751**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

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source

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	7/18/23 through 6/30/25	Intergovernmental Agreement / Revenue IGA/R 93701	Funding for Preschool Promise program.	\$3,822,000	K. Armstrong Fund 205 Dept. 5453 Grant 2291

No New Intergovernmental Agreements/Revenue Contracts

AMENDMENTS TO EXISTING REVENUE CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source

No Amendments to Existing Revenue Contracts



Index to the Minutes

(Adopted 9/19/23)

Regular Meeting

September 05, 2023

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/1vaub-OTYFQ?si=m7T3cr124qQP5vO6>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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Statements for the Record	NA

RESOLUTIONS

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6754	Revenue Contracts	55
6755	Resolution to Replace the Grant Bowl and the Buckman Field Track for the use of Grant and Benson High School Students	56

ACTIONS TAKEN

- **Resolution 6752 - Resolution Proclaiming the Celebration of National Hispanic Heritage Month in Portland Public Schools**

Director Greene moved and Director DePass seconded the motion to approve Resolution 6752. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6755: Resolution to Replace the Grant Bowl and the Buckman Field Track for the use of Grant and Benson High School Students**

Director DePass moved and Director Greene seconded the motion to approve Resolution 6755. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Consent Agenda – Resolutions 6753 through 6754**

Director Greene moved and Director Brim-Edwards seconded the motion to approve the Consent Agenda, including Resolutions 6753 through 6754. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Absent, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

Resolution No. 6752

Resolution Proclaiming the Celebration of National Hispanic Heritage Month in Portland Public Schools

RECITALS

- A. Hispanic Heritage Month was started as a heritage week in 1968 and begins on September 15, which is the anniversary of the independence of five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua.
- B. Hispanics and Latinos have enriched and positively shaped our community. From those whose roots trace back generations to those who have recently arrived to pursue the promise of the United States, they represent the spirit of our American Dream: with hard work and an education, you can build a better life for yourself and a better future for your children and make profound contribution in education, medicine, art, culture, and public service and have been a consistent and vital influence in our community's growth and prosperity.
- C. More than seventeen percent of enrolled students, and almost eleven percent of employees in the Portland Public Schools are Hispanic and/or Latino;
- D. Our schools honor and preserve the linguistic and cultural assets of students through student clubs like MECHA and enrichment programs such as our Dual Language Immersion, Ethnic Studies, Critical Race Theory courses, and the option to obtain a seal of Biliteracy upon graduation that honor and enrich the diverse backgrounds of our heritage Spanish-speakers, while exposing non-Spanish speakers to diverse multilingual and multicultural perspectives;
- E. Our district and our community is strengthened by the support and advocacy of organizations like Latino Network, Hacienda CDC, the Hispanic Metropolitan Chamber, Verde, Milagro Theater, and El Programa Hispano;
- F. We recognize that when we lift up Hispanic/Latino students, staff, families, and community members, we strengthen our entire district; when we create more pathways to educational opportunity, we provide the chance for all students to reach their greatest potential;
- G. Understanding, recognizing, and promoting the assets of our Hispanic and Latino students, staff, families and community is an important part of celebrating Hispanic Heritage Month;
- H. Portland Public Schools has a Racial Education Equity Policy that is aligned to our District's vision of the Graduate Portrait and states our commitment to affirmatively overcome the educational barriers that have resulted in a persistent, unacceptable gap for students of color and to give each student the opportunity and support to meet his or her highest potential;
- I. Closing opportunity gaps while raising achievement for all students is the top priority of the Board of Education, the Superintendent, and all district staff; and
- J. The Portland Public Schools Board of Education believes each and every student is to be celebrated and appreciated for the distinct and vibrant contributions made by sharing cultures, language, ideas, beliefs and values within a school community.

RESOLVED

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

RESOLUTION No. 6753**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
Always Be Learning, LLC	9/6/23 through 8/31/24	Digital Resource DR 93791	Digital course scheduling platform for Middle and High Schools. Special Class Procurement – Copyrighted Materials & Creative Works PPS-47-0288(11)	\$332,000	K. Armstrong Funding Source Varies	No
Blue Star Charters & Tours	9/6/23 through 8/31/28	Services S 93853	Provide safe and timely coach transportation for District students for Field and Athletic activity trips on an as-needed basis. OAR 581-0523-0615 (Approved Special Pupil Activity Bus Provider)	\$650,000	D. Jung Funding Source Varies	No
TIAA Corp.	9/6/23 through 6/30/24	Personal Services PS 93849	Mentoring services for 60 students at Franklin and Roosevelt High Schools. Request for Proposals 2019-2700	\$200,000	R. Adams Funding Source Varies	No
Apex Mechanical LLC	9/6/23 through 11/1/25	Construction C 93855	Mechanical upgrades at Lent School. Invitation to Bid 2023-030	\$8,600,000	D. Jung Fund 458	No
Northwest Textbook Depository Co.	9/6/23	Purchase Order PO 165657	Purchase of My Geodes curriculum K-2. Special Class Procurement – Copyrighted Materials & Creative Works PPS-47-0288(11)	\$252,450	K. Armstrong Fund 101 Dept. 5555	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 COOPERATIVES****NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)**

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Multnomah Education Service District	7/1/23 through 6/30/25	Intergovernmental Agreement MSTR 93883	Master agreement to cover district-wide requests for services via Service Referral and Quote Forms, including services on the District Service Plan and those using District funding codes. Contract amount estimated based on past usage.	\$8,000,000	J. Garcia Funding Source Varies
Portland Public Schools	7/1/23 through 6/30/24	Intergovernmental Agreement IGA 93893	Columbia Regional Inclusive Services and District will partner to deliver regional services to eligible individuals with Autism Spectrum Disorder.	\$1,120,900	K. Armstrong Fund 205 Dept. 5430 Grant G2308

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business
J. Thayer	9/6/23 through 5/31/25	Cooperative Contract COA 93354	Purchase of office supplies by schools and departments on an as-needed basis through PPS Private Marketplace.	\$250,000 \$300,000	J. Garcia Funding Source Varies	No
Arcadis Architects Inc. (formerly IBI Group)	9/6/23 through 10/25/23	Architecture ARCH 92297 Amend 3	Phase 2 of security camera upgrades at various schools throughout the District. Request for Proposals 2022-016	\$458,645 \$753,106	D. Jung Fund 458	No
Arcadis Architects Inc. (formerly IBI Group)	9/6/23 through 10/25/23	Architecture ARCH 92297 Amend 4	Phase 3 of security camera upgrades at various schools throughout the District. Request for Proposals 2022-016	\$685,467 \$1,438,573	D. Jung Fund 458	No

New encumbered contracts: \$10,505,350

On-call "potential" spend contracts: \$8,650,000

Amendments: \$1,394,112

RESOLUTION No. 6754**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
Portland Public Schools	7/1/23 through 6/30/24	Intergovernmental Agreement / Revenue IGA/R 93864	Columbia Regional Inclusive Services will provide District school age classroom services for Deaf/Hard of Hearing regionally eligible students.	\$623,200	K. Armstrong Fund 299 Dept. 5430 Grant S0031
State of Oregon	7/1/23 through 6/30/24	Intergovernmental Agreement / Revenue IGA/R 93903	Funding for Teen Parent Services Child Care Program.	\$306,960	K. Armstrong Fund 205 Dept. 4306 Grant G1377

AMENDMENTS TO EXISTING REVENUE CONTRACTS

No Amendments to Existing Revenue Contracts

Resolution No. 6755

Resolution to Replace the Grant Bowl and the Buckman Field Track for the use of Grant and Benson High School Students

RECITALS

- A. The Portland Interscholastic League (PIL) has a more than 150-year history, with student athletes competing as a school district League and providing co-curricular and competitive sport opportunities for student athletes. Over 13,000 student athletes participated in a PIL sport in the 2022-2023 school year.
- B. Following Title IX, the number of student-athletes in the PIL greatly expanded when the inequitable barriers to girls sports participation were removed.
- C. PIL athletics were further expanded in 2014 when opportunities for middle school and middle grade students to participate in afterschool youth sports were added to the PIL. Today more than 4,500 middle grade students participate in PIL Youth Sports.
- D. In the early 2000s, a community initiative was launched that was known as Places for Sport and subsequently as the 10 Great Fields Project. The goal of the initiative was to ensure that every PPS high school had a high-quality turf field and track.
- E. The 10 Great Fields Project took 10 years to complete and the majority of the \$16-17 million in fundraising came from parents, alumni, local businesses, local youth sport clubs and groups, and PPS. Nike made a substantial contribution and retained a community fundraising consultant for more than three years to support community fundraising for the project. The City of Portland provided some financial assistance to the two fields – Buckman (Benson) and Grant Bowl – which are home fields for two of the PIL high schools and are on city land.
- F. The Grant Bowl and Buckman Track, on City of Portland land, have been the home field and track for practice and games for about one hundred years, and they are used during the school year for PE classes.
- G. The Buckman (Benson) field was renovated as part of the 10 Great Fields Project with PPS, community partners, Nike and City of Portland funding improvements. The City of Portland currently has a long-term agreement with a third-party entity who subsequently renovated the field and uses the existing field, while the track remains closed.
- H. In 2012, the Grant Bowl field and track was renovated after a 10-year community fundraising effort and as part of the broader community fundraising 10 Great Fields Project.
- I. When not in use by PPS, the City of Portland rents the field to other users and collects fees for the usage. For example, the City of Portland has collected more than \$300,000 since the new turf field was installed.
- J. Last year, 775 Grant student athletes on 11 teams used the track and field for PIL competitions and practices, and another 900 students used it for PE and weight training classes.
- K. In August 2023, the City of Portland closed the Grant Bowl field to organized sports due to safety concerns, blocking the use of the field weeks before the start of the high school sports season.

The Track at Buckman remains closed with no plans to revive it for the opening of the modernized Benson High School in the Fall of 2024. The City acknowledges that it has a current maintenance backlog of over \$600 million, which has resulted in several neighborhood facilities closing. Similarly for the Grant Bowl, it did not budget for the field's replacement, even though it was expected to have a 10-year lifespan, and the City has not identified or prioritized replacement funding.

RESOLVED

The Board of Education hereby:

1. Recognizes the urgent need to ensure the Grant Bowl and Buckman Tracks are safe and usable for our students, with as little delay and disruption to students and families as possible.
2. Directs the Superintendent to identify financial and other resources to replace the field and tracks and to work with Parks to engage in an emergency procurement process to secure a contractor to repair and/or replace the field in fall 2023.
3. Calls on the City of Portland to provide PPS with a long-term lease of the Grant Bowl and the Buckman Track to avoid future disruptions and quickly replace them. The cost to replace the Grant Bowl and Buckman Track should be, at minimum, proportional to each entity's use, and include the use of the fields for both athletics and physical education classes. The long-term lease will also allow Benson, Grant and PPS to implement further improvements to the Grant Bowl and the Buckman Track.
4. Calls on the City of Portland to expedite all permitting so that the field and tracks can be replaced immediately.



Index to the Minutes

(Adopted 10/10/23)

Special Meeting

September 19, 2023

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/mMyixW7J4LY?si=0UdM8T5mdlXhKX6i>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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RESOLUTIONS

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ACTIONS TAKEN

- **Consent Agenda – Resolutions 6756 through 6760**

Director Greene moved and Director DePass seconded the motion to approve the Consent Agenda, including Resolutions 6756 through 6760. The motion was put to a voice vote and passed (7 yes - 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6761: Dismissal of a Contract Teacher**

Director Greene moved and Director DePass seconded the motion to approve Resolution Number 6761. The motion was put to a voice vote and passed (5 yes – 1 no – 1 abstain).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: No, Director Eddie Wang: Abstain

RESOLUTION No. 6756**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
Skyland Plumbing & Mechanical LLC	9/20/23 through 9/20/26	Flexible Services Contractor Pool FSCP 93788	On-call plumbing services. Request for Proposals 2023-038	Not to Exceed \$1,000,000	D. Jung Funding Source Varies	ESB
Yadon Mechanical LLC	9/20/23 through 9/20/26	Flexible Services Contractor Pool FSCP 93820	On-call HVAC and controls services. Request for Proposals 2023-039	Not to Exceed \$3,000,000	D. Jung Funding Source Varies	MBE
Ainsworth (formerly Delta Connects)	9/20/23 through 9/20/26	Flexible Services Contractor Pool FSCP 93827	On-call HVAC and controls services. Request for Proposals 2023-039	Not to Exceed \$3,000,000	D. Jung Funding Source Varies	No
Learning A-Z, LLC / LAZEL, Inc.	9/20/23 through 7/9/26	Digital Resource DR 93909	Raz-Plus ELL curriculum. Special Class Procurement – Copyrighted Materials & Creative Works PPS-47-0288(11)	\$516,228	K. Armstrong Fund 458 Dept. 5445 Project DC160	No
Lexia Learning Systems	9/20/23 through 7/31/25	Digital Resource DR 93935	Lexia Core Reading and Lexia PowerUp curriculum. Special Class Procurement – Copyrighted Materials & Creative Works PPS-47-0288(11)	\$504,000	K. Armstrong Fund 458 Dept. 5445 Project DC 160	No
Point Monitor Corporation	9/20/23 through 3/31/25	Construction C 93944	Installation of security cameras and intrusion systems District-wide. Invitation to Bid – Construction 2023-010	\$1,685,800	D. Jung Fund 458 Dept. 5511 Project DS019	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 COOPERATIVES**

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Portland Community College	7/1/23 through 6/30/24	Intergovernmental Agreement IGA 93871	Middle College program at Jefferson HS to engage students in college-level coursework at PCC Cascade.	\$560,000	K. Armstrong Funding Source Varies

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business
PBS Engineering & Environmental	9/20/23 through	Related Services RS 93592 Amendment 1	Hazmat consulting services for Jefferson HS modernization. Request for Proposals 2023-013	\$41,280 \$178,018	D. Jung Fund 458 Dept. 5511 Project DA011	No

New encumbered contracts: \$3,266,028

On-call “potential” spend contracts: \$7,000,000

Amendments: \$41,280

RESOLUTION No. 6757**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

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Portland General Electric	8/1/23 through 6/30/25	Revenue R 93878	Funding for purchase of two electric school buses.	\$301,110	D. Jung Fund 299 Dept. 5560 Grant S0416
Oregon Commission for the Blind	7/1/23 through 9/30/24	Revenue R 93918	Funding for Columbia Regional Inclusive Services to provide Pre-Employment Transition Services and Vocational Rehabilitation Services to students with who are blind or visually impaired.	\$220,000	K. Armstrong Fund 205 Dept. 5430 Grant G2292

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

No New Intergovernmental Agreements/Revenue Contracts

AMENDMENTS TO EXISTING REVENUE CONTRACTS

No Amendments to Existing Revenue Contracts

RESOLUTION No. 6758Authorization for Off-Campus Activities**RECITAL**

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

RESOLUTION

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

AUTHORIZATION FOR OFF-CAMPUS ACTIVITIES

Date(s)	School, Course, and Number of Students	Purpose of Travel	Travel Destination	Estimated Cost	Equitable Field Trip Fund; %
9/22-9/23/23	Lincoln HS Cross Country, 14	Prep for national championships	Boise, ID – Eagle Island State Park	\$400	N/A
10/5-10/8/23	Grant HS W Volleyball, 14	Tournaments	San Diego, CA	\$1000	N/A
10/6-10/7/23	Lincoln HS Cross Country, 20	Hole in the Wall meet (competition)	Arlington, WA	\$65	N/A

RESOLUTION No. 6759

The Following Index to the Minutes are offered for Adoption:

- 08/28/2023 – Study Session with Consent Agenda
- 09/05/2023 – Regular Meeting

RESOLUTION No. 6760

Approving Board Member Conference Attendance as Representatives of the Board

RECITALS

Board Policy 1.40.070 requires Board approval for individual Board members to attend state or national meetings as representatives of the Board.

RESOLUTION

The Board affirms Chair Hollands and Director Michelle DePass to attend the Council of Urban Board of Education Annual Conference in Chicago, Illinois from September 14 – 16, 2023.

RESOLUTION No. 6761

Dismissal of a Contract Teacher

RECITALS

The Board has reviewed the evidence submitted along with the Superintendent's recommendations for dismissal. These documents are confidential and will be kept in the employee's personnel files.

RESOLUTION

The Board of Education affirms the Superintendent's recommendation to terminate the employee.



Index to the Minutes

(Adopted 11/07/23)

Regular Meeting

October 10, 2023

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/GXMxjrOH8AY?si=DZhj1a2KpwkAesp>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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RESOLUTIONS

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ACTIONS TAKEN

- **Resolution 6762: to Designate October 2023 as Dyslexia Awareness Month in PPS**

Director Scott moved and Director DePass seconded the motion to approve Resolution 6762
The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes,
Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie
Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6763: Resolution to Recognize October 2023 as National Principals Month in Portland Public Schools**

Director Brim-Edwards moved and Director Greene seconded the motion to approve Resolution
Number 6763. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes,
Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie
Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6764: Resolution to Appoint Members to the Climate Crisis Response Committee**

Director Greene moved and Director Brim-Edwards seconded the motion to approve Resolution
Number 6764. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes,
Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie
Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6765: Resolution to adopt the Budget Calendar for 2024-25**

Director Greene moved and Director DePass seconded the motion to approve Resolution Number
6765. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes,
Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie
Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6766: Resolution to Approve OAR 581-022-2320 Required Instructional Time Exemption: 2022-23 Permission to exempt an alternative education program**

Director Scott moved and Director Greene seconded the motion to approve Resolution Number 6766.
The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes,
Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie
Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6767: Resolution to Approve OAR 581-022-2320 Required Instructional Time Exemption: 2022-23 Kindergarten Instructional Time at Bridlemile Elementary School**

Director Greene moved and Director Scott seconded the motion to approve Resolution Number 6767. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Consent Agenda – Resolutions 6768 through 6777**

Director Scott moved and Director Brim-Edwards seconded the motion to approve the Consent Agenda, including Resolutions 6768 through 6777. The motion was put to a voice vote and passed (7 yes – 0 no)

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6778: Authorizing the District to negotiate a Lease Agreement with Albina Sports Program for the Whitaker-Adams Site**

Director Greene moved and Director DePass seconded the motion to approve Resolution Number 6778, as amended. The motion was put to a voice vote and passed (4 yes – 2 no - Abstain).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: No, Director Herman Greene: Yes, Director Gary Hollands: Abstain, Director Andrew Scott: Yes, Director Patte Sullivan: No, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

Subsidiary Motion 1

Director Brim-Edwards moved and Director Hollands seconded the motion to amend Resolution 6778 to include Director Brim-Edwards' proposed language. The motion was put to a voice vote and passed (6 yes – 0 no – 1 abstain).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Abstain, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

Subsidiary Motion 2

Director DePass moved and Director Brim-Edwards seconded the motion to amend Resolution 6778 to include Director DePass' proposed language. The motion was put to a voice vote and passed (5 yes – 1 no – 1 Abstain).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: No, Director Gary Hollands: Abstain, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6779: Resolution to Proclaim October Disability History and Awareness Month**

Director Wang moved and Director Brim-Edwards seconded the motion to approve Resolution Number 6779. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

RESOLUTION No. 6762

Resolution to Designate October 2023 as Dyslexia Awareness Month in PPS

RECITALS

- A. Dyslexia is a specific learning disability that is neurobiological in origin;
- B. Individuals with dyslexia may have difficulty in identifying or sequencing the individual sounds of spoken language, which affects the ability of an individual to speak, read, spell, and often learn a language;
- C. An individual with dyslexia may have a weakness in decoding or reading fluency and may have strength in higher level cognitive functions, such as reasoning, critical thinking, concept formation, or problem solving;
- D. Dyslexia is the most commonly occurring learning disability, 10-15% of the population is said to have dyslexia;
- E. Effective reading instruction for all children, screening to identify students at risk for dyslexia, as well as supplemental reading support for students at risk can help prevent reading problems;
- F. Early diagnosis of dyslexia is critical to ensure individuals with dyslexia receive focused, evidence-based intervention. Correct identification and intervention provides students with dyslexia self-awareness and self-empowerment. Provision of necessary accommodations and instruction help to ensure school and life success;
- G. In 2019, PPS educators and community stakeholders came together to develop a five-year Dyslexia Priority Plan. This multi-year plan identified a set of key actions PPS would take to better serve our students with reading difficulties such as dyslexia. It has led our district to adopt structured literacy curricula that aligns to the Science of Reading and the needs of students with dyslexia. These curricula are the forefront of our professional learning across the 23-24 school year in PPS.

RESOLUTION

The Portland Public Schools Board of Education recognizes that dyslexia has significant educational implications that must be addressed; and designates October 2023 as "Dyslexia Awareness Month".

RESOLUTION No. 6763

Resolution to Recognize October 2023 as National Principals Month in Portland Public Schools

Leadership matters. Principals make a difference. In fact, according to Linda Darling-Hammond, the leadership provided by an effective building principal is second only to the guidance provided by the classroom teachers in impacting student learning. In her study of the principalship, Darling-Hammond notes, "School leadership strongly affects student learning. Principals are central to the task of building schools that promote powerful teaching and learning for all students" (Darling-Hammond & Bransford, 2005, p. 3).

RECITALS

- A. During these extraordinary times, PPS school principals, vice principals, and assistant principals have exhibited great commitment and adaptability to lead and support their communities, with passion, energy, enthusiasm, vision, and commitment for each and every student; and
- B. Principals play a key role in the mission of Portland Public Schools: "We provide rigorous, high-quality academic learning experiences that are inclusive and joyful. We disrupt racial inequities to create vibrant environments for every student to demonstrate excellence."; and
- C. Principals are expected to be educational visionaries, instructional leaders, assessment experts, managers of student behavior, community builders, public relations experts, budget analysts, facility managers, special programs administrators, and guardians of various legal, contractual, and policy mandates and initiatives, as well as being entrusted with the education and development of young people: and
- D. The professional responsibilities of school principals include building the leadership capacity of and mentoring aspiring administrators; and
- E. School principals often need to manage numerous responsibilities, work extended hours, and make difficult decisions; and
- F. The success of a school depends on the principal's ability to work collaboratively with all stakeholder groups and establish positive relationships by building trust, practicing open communication, and building a restorative culture that emphasizes learning and growth for all students, colleagues, and members of the school community.

RESOLVED

The Board of Education recognizes October 2023 as National Principals Month and extends sincere appreciation and gratitude to school principals, vice principals, and assistant principals, for their individual and collective commitment to the success of every student in Portland Public Schools.

RESOLUTION No. 6764

Resolution to Appoint Members to the Climate Crisis Response Committee

RECITALS


- A. On March 1, 2022, the Portland Public Schools Board of Education adopted the Climate Crisis Response, Climate Justice and Sustainable Practices Policy–3.30.080-P .
- B. The Climate Crisis Response, Climate Justice and Sustainable Practices Policy requires the establishment of a committee to monitor effective implementation, transparency, and tracking of progress.
- C. The Climate Crisis Response Committee applications were reviewed by staff, two board members, three AmeriCorps Climate Justice fellows, who ultimately recommended two student candidates representing the Portland Public Schools community with a diversity of backgrounds, interests, knowledge and lived experiences to serve on the Committee .
- D. On February 28, 2023 the CCRC met and as part of their agenda voted to recommend to the PPS Board of Education that the members of the CCRC who were appointed to one-year terms, be re-appointed to the Committee for a new two year term at the end of their one year term. This left the two student one-year term positions open for selection for the 2023 - 2024 school year.

RESOLUTION

- 1. The Board of Education appoints Diego Romero (student) and Tess Nestel (student) to the Climate Crisis Response Committee. The term of these appointments is one year.

Resolution No. 6765**Resolution to adopt the Budget Calendar for 2024-25**

The Portland Public Schools Board of Education adopts the following Budget Calendar for the 2024-25 school year:

<div>  <div> Portland Public Schools Calendar to Adopt the 2024-25 Budget <i>Adopted October 10, 2023</i> </div> </div>					
			Board Inform / Review	Board Action	
BUDGET PLANNING	September 26, 2023	School Board Meeting Board reviews draft 2024-25 Budget Calendar	✓		PEC
	October 10, 2023	School Board Meeting Board adopts 2024-25 Budget Calendar		✓	PEC
	November 7, 2023	School Board Meeting Board appoints Community Budget Review Committee (CBRC) members		✓	PEC
	February 20, 2024	School Board Budget Work Session	✓		PEC
	March 19, 2024	School Board Budget Work Session with CBRC	✓		PEC
BUDGET BUILDING	April 6, 2024	Publish 1st Notice of Budget Committee Meeting (5 to 30 days before the meeting)			The Oregonian Web Site
	April 13, 2024	Publish 2nd Notice of Budget Committee Meeting (5 to 30 days before the meeting)			The Oregonian Web Site
	April 23, 2024	School Board Meeting <i>CBRC in attendance</i> Proposed Budget: Superintendent delivers 2024-25 Proposed Budget message and presentation	✓		TBD
	May 1, 2024	School Board Budget Hearing and Budget Work Session Board receives public comment on the Proposed Budget		✓	TBD
	May 7, 2024	School Board Meeting <i>CBRC presents 2024-25 Proposed Budget Report to the Board</i> Board discussion and feedback focused on the budget	✓		TBD
	May 14, 2024	School Board Budget Work Session - tentative (if needed)	✓		TBD
	May 21, 2024	School Board Meeting Approved Budget: Board as Budget Committee approves 2024-25 Proposed Budget		✓	TBD
	June 2, 2024	Publish Notice of Budget Hearing and Budget Summary			The Oregonian Web Site
	June 11, 2024	TSCC Hearing (prior to School Board Meeting, pending TSCC confirmation) TSCC certifies 2024-25 Approved Budget School Board Meeting Adopted Budget: Board conducts a public hearing, adopts budget, makes appropriations and imposes taxes	✓	✓	PEC
	July 15, 2024	Submit Tax Certification documentations <i>File budget information with County Recorder and Designated Agencies</i>			

RESOLUTION No. 6766

Resolution to Approve OAR 581-022-2320 Required Instructional Time Exemption:
2022-23 Permission to exempt an alternative education program

RECITALS

- A. OAR 581-022-2320 Required Instructional Time requires all school districts to ensure that at least 92% of all students in the district and at least 80% of all students at each school operated by the district are scheduled to receive annually the minimum hours of instructional time:
 - a. Grade 12 - 966 hours;
 - b. Grades 9-11 - 990 hours; and
 - c. Grades K-8 - 900 hours.
- B. Instructional Time in Portland Public Schools alternative education programs in the Department of Multiple Pathways to Graduation are designed to meet the needs of alternative students. Programs need the Board to approve the exemption under OAR 581-022-2320(4) yearly to ensure compliance with Division 22.

RESOLUTION

The Board of Education hereby approves OAR 581-022-2320 Required Instructional Time Exemption (4) to exempt an alternative education program. The Board directs staff to request permission to exempt PPS alternative education programs (Alliance High School and Metropolitan Learning Center K-8 under the Portland Public Schools Department of Multiple Pathways to Graduation. This Resolution is approved for the 2022-23 school year. This approval will ensure Portland Public Schools is in compliance with OAR 581-022-2320 Required Instructional Time, Division 22.

RESOLUTION No. 6767

Resolution to Approve OAR 581-022-2320 Required Instructional Time Exemption: 2022-23 Kindergarten
Instructional Time at Bridlemile Elementary School

RECITALS

- A. OAR 581-022-2320 Required Instructional Time requires all school districts to ensure that at least 92% of all students in the district and at least 80% of all students at each school operated by the district are scheduled to receive annually the minimum hours of instructional time:
 - a. Grade 12 - 966 hours;
 - b. Grades 9-11 - 990 hours; and
 - c. Grades K-8 - 900 hours.
- B. Students in Kindergarten at Bridlemile Elementary School did not meet the 900 hours of required instructional time. Due to a gas leak and inclement weather, they only attended school for 898 hours and require the Board to pass Resolution 6d for Portland Public Schools to be in compliance with Required Instructional Time

RESOLUTION

The Board of Education hereby approves OAR 581-022-2320 Required Instructional Time Exemption (6) Upon approval by the local school board, a district may include in its calculation of instructional time required by subsection (1) of this rule the following:
(d) Up to 30 hours for staff professional development. This Resolution is approved for the 2022-23 school year. This approval will ensure Portland Public Schools is in compliance with OAR 581-022-2320 Required Instructional Time, Division 22.

RESOLUTION No. 6768

Resolution to Adopt Revised Instructional Material Selection Policy 6.40.010-P

RECITALS

- A. On August 7 and August 28, 2023, the Board Policy Committee reviewed and considered the proposed revisions of the Instructional Materials Selection Policy 6.40.010-P.
- B. On August 28, 2023, the Board presented the first reading of the revised Instructional Materials Selection 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 Instructional Materials Selection Policy 6.40.010-P and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.

RESOLUTION No. 6769

Resolution to Adopt Revised Student Education Records Policy 2.50.020-P

RECITALS

- A. On August 7 and August 28, 2023, the Board Policy Committee reviewed and considered the proposed revisions of the Student Education Records Policy 2.50.020-P.
- B. On August 28, 2023, the Board presented the first reading of the revised Student Education Records 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 Education Records Policy 2.50.020-P and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.

RESOLUTION No. 6770

Resolution to Rescind Board Policies

Rescission of:

- i. 3.60.040-P Nutrition Services, Meal Pricing and Purchasing

RECITALS

- A. On August 7 and August 28, 2023, the Board of Education's Policy Committee reviewed and considered the necessity and relevance of:
 - i. 3.60.040-P Nutrition Services, Meal Pricing and Purchasing
- B. On September 5, 2023, the Board presented the first reading of this policy for rescission.
- C. The public comment period was open for at least 21 days for each of the policies, and no public comments were received.

RESOLUTION

The Board hereby rescinds the following policy:

- i. 3.60.040-P Nutrition Services, Meal Pricing and Purchasing

and instructs the Superintendent to rescind and/or revise any administrative directives that are no longer accurate or relevant as a result of rescinding these policies.

RESOLUTION No. 6771

The Following Index to the Minutes are offered for Adoption

- 9-19-2023 – Special Meeting

RESOLUTION No. 6772**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
Northwest Control Company	10/11/23 through 9/20/26	Flexible Services Contractor Pool FSCP 93844	Flexible Services Contractor Pool – HVAC and controls services on an as-needed basis. Request for Proposals 2023-039	Not to Exceed \$1,000,000	D. Jung Funding Source Varies	No
Hydro-Temp Mechanical, Inc.	10/11/23 through 9/20/26	Flexible Services Contractor Pool FSCP 93837	Flexible Services Contractor Pool – HVAC and controls services on an as-needed basis. Request for Proposals 2023-039	Not to Exceed \$1,000,000	D. Jung Funding Source Varies	No
JH Kelly	10/11/23 through 9/20/26	Flexible Services Contractor Pool FSCP 93784	Flexible Services Contractor Pool – Plumbing services on an as-needed basis. Request for Proposals 2023-038	Not to Exceed \$1,000,000	D. Jung Funding Source Varies	No
Hydro-Temp Mechanical, Inc.	10/11/23 through 9/20/26	Flexible Services Contractor Pool FSCP 93782	Flexible Services Contractor Pool – Plumbing services on an as-needed basis. Request for Proposals 2023-038	Not to Exceed \$1,000,000	D. Jung Funding Source Varies	No
Catapult Learning West	10/11/23 through 8/31/24 Option to renew for up to four additional one-year terms through 8/31/28	Personal Services PS 93941	Title I Tutoring: Supplemental instruction to Title I eligible students enrolled in private schools. Request for Proposals 2023-015	Original Term: \$267,098 Estimated Total through Renewals: \$1,400,000	C. Proctor Funding Source Varies	No
CDR Labor Law LLC	10/11/23 through 6/30/25	Legal Services LS 94009	Legal services on an as-needed basis. Direct Negotiation – Legal Services PPS-46-0525(13)	\$300,000	L. Large Fund 101 Dept. 5460	No
Office of the General Counsel Network, LLC	10/11/23 through 6/30/24	Legal Services LS 94040	Contracted General Counsel services. Direct Negotiation – Legal Services PPS-46-0525(13)	\$180,000	J. Garcia Fund 101 Dept. 5460	WBE
Garrett Hemann Robertson P.C.	10/11/23 through 6/30/25	Legal Services LS 94041	Legal services on an as-needed basis. Direct Negotiation – Legal Services PPS-46-0525(13)	\$250,000	L. Large Fund 101 Dept. 5460	No

Schetky Northwest	10/11/23	Purchase Order PO 166177	Purchase of two electric school buses. Request for Proposals 2023-008	\$559,077	D. Jung Fund 101 Dept. 5560	No
Mahlum Architects, Inc.	10/11/23 through 12/31/24	Architecture ARCH 94069	Architectural services for the Cleveland HS Modernization. Request for Proposals 2023-032	\$1,518,000	D. Jung Fund 458 Dept. 5511 Project DE119	No
Professional Roof Consultants, Inc.	10/11/23 through 10/10/24 Option to renew for up to four additional one-year terms through 10/10/28	Related Services RS 94055	District-wide roof assessments. Request for Proposals 2023-024	\$617,500	D. Jung Fund 458 Dept. 5511 Project DF122	No
Native American and Youth Center (NAYA)	10/11/23 through 9/30/24	Personal Services PS 94129	Distribution of additional funds available for use by contracted alternative education providers. Request for Proposals 2020-2894	\$165,185	C. Proctor Funding Source Varies	N/A - Nonprofit
Rosemary Anderson High School	10/11/23 through 9/30/24	Personal Services PS 94131	Distribution of additional funds available for use by contracted alternative education providers. Request for Proposals 2020-2894	\$1,241,010	C. Proctor Funding Source Varies	N/A - Nonprofit
Mt. Scott Park Center for Learning, Inc.	10/11/23 through 9/30/24	Personal Services PS 94134	Distribution of additional funds available for use by contracted alternative education providers. Request for Proposals 2020-2894	\$426,548	C. Proctor Funding Source Varies	N/A - Nonprofit

*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 COOPERATIVES

NEW INTERGOVERNMENTAL AGREEMENTS ("IGAs")

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
West Linn-Wilsonville School District	7/1/23 through 6/30/24	Intergovernmental Agreement IGA 94014	Columbia Regional Inclusive Services will deliver regional services to eligible students with Autism Spectrum Disorder.	\$191,400	C. Proctor Fund 205 Dept. 5430 Grant G2308
Reynolds School District	7/1/23 through 6/30/24	Intergovernmental Agreement IGA 94039	Columbia Regional Inclusive Services will deliver regional services to eligible students with Autism Spectrum Disorder.	\$275,000	C. Proctor Fund 205 Dept. 5430 Grant G2308
Portland Community College	10/11/23 through 9/30/24	Intergovernmental Agreement IGA 94132	Distribution of additional funds available for use by contracted alternative education providers. Request for Proposals 2020-2894	\$549,188	C. Proctor Funding Source Varies
Multnomah Education Service District (MESD)	10/11/23 through 9/30/24	Intergovernmental Agreement IGA 94102	Distribution of additional funds available for use by contracted alternative education providers.	\$441,628	C. Proctor Funding Source Varies

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business
Remind 101, Inc.	10/11/23 through 12/28/24	Cooperative Contract COA 90132 Amendment 2	Purchase of communications software for District-wide use.	\$261,000 \$370,000	D. Wolff Funding Source Varies	No
Open School, Inc.	10/11/23 through 8/31/24	Personal Services PS 90296 Amendment 8	Provide alternative education services to District students. This amendment corrects an error made in the initial five-year contract calculation. Request for Proposals 2020-2894	\$210,584 \$510,868	C. Proctor Funding Source Varies	N/A - Nonprofit

New encumbered contracts: \$6,431,634

On-call, potential spend contracts: \$4,550,000

Amendments: \$471,584

RESOLUTION No. 6773**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
Centennial School District	7/1/23 through 6/30/24	Intergovernmental Agreement / Revenue IGA/R 94005	Columbia Regional Program will provide Centennial SD with school age classroom services for Deaf/Hard of Hearing regionally eligible children.	\$315,350	C. Proctor Fund 299 Dept. 5422 Grant S0031

AMENDMENTS TO EXISTING REVENUE CONTRACTS

No Amendments to Existing Revenue Contracts

[illegible]

RESOLUTION No. 6775

Resolution to Appoint the Chair of the Climate Crisis Response Committee

RECITALS

- A. On March 1, 2022, the Portland Public Schools Board of Education adopted the Climate Crisis Response, Climate Justice and Sustainable Practices Policy–3.30.080-P .
- B. The Climate Crisis Response, Climate Justice and Sustainable Practices Policy requires the establishment of a committee to monitor effective implementation, transparency, and tracking of progress.
- C. On August 9, 2022 the Board of Education approved nine committee members for one year and two year terms.
- D. One February 28, 2023 the Board of Education approved extending the term limit for the three members serving one year terms for an additional two years.
- E. The Climate Crisis Response Committee Charter requires that a Committee chairperson be appointed annually by the Board and will not hold that position for more than three years.
- F. Committee members were asked to indicate their interest or willingness to serve as Chair, and based on an indication of interest, Charity Fain is recommended to serve as the Chair of the Committee for a one year term.
- G. The Chair will work with the appointed district staff and Committee members to create the Committee's agendas, facilitate the meetings, and serve as the point of contact between the Committee and District staff between meetings.
- H. The Climate Crisis Response Committee will also establish work groups for specific projects during the year and members will also have the opportunity to lead or serve on the work groups.

RESOLUTION

The Board of Education appoints Charity Fain as the Chair of the Climate Crisis Response Committee for a one year term.

October 10, 2023

RESOLUTION No. 6776

Settlement Agreement

The Board authorizes the General Counsel to enter into a settlement agreement of certain tort and other claims brought by the District in a form approved by the General Counsel.

RESOLUTION No. 6777

Approving Board Member Conference Attendance as Representatives of the Board

RECITALS

Board Policy 1.40.070 requires Board approval for individual Board members to attend state or national meetings as representatives of the Board.

RESOLUTION

The Board affirms Chair Hollands, Director Michelle DePass, Director Andrew Scott and Director Sullivan to attend the Council of the Great City School Annual Conference in San Diego, California from October 25-29, 2023.

Resolution No. 6778

Authorizing the District to negotiate a Lease Agreement with Albina Sports Program
for the Whitaker-Adams Site

RECITALS

- A. Portland Public Schools used eminent domain in the late 60's to displace and uproot individuals and businesses in order to build Adam High School.
- B. The construction of the school was protested by local community members, who objected to the proposed demolition of houses, businesses, and other buildings. Construction continued.
- C. Portland Public Schools demolished 26 homes, three duplexes, a local greenhouse/nursery known as Knapps, and a PGE substation to make room for the school.
- D. The District opened Adams High School in 1969
- E. Students from Madison, Jefferson, and Grant high schools were 1%, 41%, and 9% African American, respectively
- F. The population at Adam High School was around 50% African American.
- G. In 1981, due to declining enrollment in PPS, the District closed Adam High School and two other high schools, Washington-Monroe and Jackson.
- H. About a month before the vote to close Adams, board member Herb Cawthorne threatened to file a lawsuit against Portland for closing schools that served a disproportionately high number of students of color.
- I. Whitaker Middle School opened in 1983 on the Whitaker-Adams site.
- J. Whitaker Middle School had around 77% kids of color.
- K. Between 1990 and 2000 numerous environmental tests were conducted on the school, including for carbon dioxide, which revealed elevated levels, the District found mold, radon gas, and other environmental issues that it was unable to mitigate.
- L. The District moved the Whitaker Middle School to the Columbia Whitaker site in 2001.
- M. In 2003, the Whitaker-Adams Stakeholder Advisory Committee recommended the Superintendent fund planning for the potential future development of a new school on approximately 3.5 acres of the northern portion of the site, and by Resolution 3192 on January 24, 2005, the Board provided \$100,000 for the planning and schematic design costs.
- N. The District subsequently merged Whitaker with Tubman Middle School (Resolution 3262 on March 28, 2005).
- O. By Resolution 3326 (Future Use of the Whitaker-Adams Site) on June 13th, the Board:
 - RESOLVED: That the Board of Education affirms its commitment to a community school use of part of the Whitaker-Adams site based on the principles of high performance design to support academic achievement and shared community use where feasible and its development in the future as part of the educational program of Portland Public Schools; and be it further RESOLVED: That the Board is committed to a community-based redevelopment effort and

using creative financing and development methods, and directs district staff to explore a mix of uses on the site, as well as the feasibility of attracting foundation grants and other financial partnerships compatible with the educational needs of the students at the Whitaker site, and to make progress reports to the Board at appropriate intervals; and be it further

- RESOLVED: That the Superintendent is directed to prepare a recommendation as to the future use of this three and one-half acre school site to the Board of Education and to report on the actions necessary to prepare for, identify financing for, and build the recommended educational facility on this site and a timeframe for the implementation of these actions by March 31, 2006; and be it further
- RESOLVED: That one-half of the net proceeds (less closing, demolition, and related costs) from the future sale of the remaining parcels at the Washington High School site shall be dedicated to capital improvements, as recommended by the Superintendent and approved by the Board of Education, on the northern approximate three and one-half acre portion of the Whitaker Middle School site, and the remaining one-half of the said net proceeds shall be dedicated to capital improvements, as recommended by the Superintendent and approved by the Board of Education, at the Jefferson High School site; and be it further
- RESOLVED: That the net proceeds (less closing, demolition, and related costs) from the future sale of the southern approximate six and one-half acre portion of the Whitaker Middle School site shall be dedicated to capital improvements, as recommended by the Superintendent and approved by the Board of Education, on the northern approximate three and one-half acre portion of the Whitaker Middle School site.

- P. In 2007, the building was demolished.
- Q. From 2001 - Present, the land where Whitaker-Adams school is still vacant.
- R. In 1965 Phil Walton an Educator working in PPS founded Albina Sports Program, a nonprofit organization that was created to steer Black and brown kids into organized sports where historically they were given unequal access.
- S. Albina Sports Program aims to provide a state-of-the-art facility (Albina Sports Complex) for Portland Public School students with a focus on Black and Brown students in PPS's neighborhood schools so they have a safe place and an atmosphere of community.
- T. Albina Sports Complex will help eliminate some of the District's facility deserts by creating a complex that will address some of the District's athletics needs.
- U. Albina Sports Complex aspires to:
- a. expose additional learning opportunities for our PPS kids in areas like entrepreneurship, technology, artificial intelligence, trade education, financial literacy, credit education.
 - b. provide jobs for our PPS youth in retail, food services, officiating, program management, and others.
 - c. provide mentorship and intensive tutoring.
 - d. provide cutting-edge facilities that will serve as a secure sanctuary for them.
 - e. provide all our PPS students complete access to the facility, and PPS will be able to use the facility for elementary, middle, and high school programming.
 - f. provide PPS Students access to the facilities following school hours and during school holidays and vacations.
 - g. provide our PPS students the outlet to be evaluated for athletic scholarships at the collegiate level.
- V. The Board is considering Resolution 6778, relating to a lease of and other potential transactions related to the Whitaker property.

- W. In the staff report accompanying Resolution 6778, staff identified initial issues related, but not limited, to:
- Policy 8.70.040 and data related to PPS students and other information needed from Albina Sports Program to assess certain criteria required by the policy.
 - Alignment with the PPS Long Range Facility Plan.
 - Additional information related to financial and other resources that could be used in collaboration to build the Albina Sports Complex.
- X. Director Hollands serves as the unpaid executive director of Albina Sports and the proposer of a real estate transaction and project.
- Y. Director Hollands has indicated that his role will be restricted to the Albina Sports Program ED role during the negotiations, discussion, and current or future transactions with Portland Public Schools about the Whitaker property identified in Resolution 6778.
- Z. The Board is considering Resolution 6778, relating to a lease of the Whitaker property.
- AA. The Board is also considering negotiating a district lease of the site to the Albina Sports Program.
- BB. Further, the board is directing the Superintendent or his designee to identify financial, and other unnamed resources that could be used to collaborate to build the Albina Sports Complex and Learning Center.
- CC. The board will vote on a negotiated lease with the Albina Sports Program.

RESOLVED

1. The Board finds that Albina Sports Program, a nonprofit 501c3 that serves underserved students as defined in Policy 8.70.040, confers significant benefits to the district and the community it serves, including advancing the District's racial equity and social justice goals.
2. The Board finds that Albina Sports Program, Albina Sports Complex aligns with the district Long Range Facilities Plan and notes that the Albina Sports Complex proposal encompasses both PPS and Portland Parks & Recreation properties and that the City of Portland has sole authority for the uses of its property.
3. The Board hereby authorizes a District representative to negotiate a District lease of the Whitaker-Adam site to Albina Sports Program to provide an opportunity to explore the feasibility of planning and building the Albina Sports Complex.
4. Directs the Superintendent or designee to identify financial and other resources that could be used in collaboration to build the Albina Sports Complex and Learning Center.
5. The Board hereby authorizes a District representative to negotiate possible partnerships with Albina Sports Program for the purpose of the Albina Sports Complex and Learning Center.
6. The negotiated lease will be presented to the Board for consideration and approval.
7. Board members have a fiduciary duty to Portland Public Schools to ensure its assets are used to advance the school district's mission and are in service and are used to the benefit of PPS students. Board members and staff are required to follow Board Policy and applicable state laws.
8. Given Director Hollands's role with the Albina Sports Program, he will not provide input to or engage with PPS staff or the Board on the PPS negotiations, internal discussions, strategies,

analysis, or other actions relating to a real estate transaction in any capacity other than representing Albina Sports Program or engage in any discussion with PPS staff or the Board about PPS financing of improvements to any property associated with Resolution 6778 other than in his capacity as representative of Albina Sports Program.

9. Director Hollands will not receive PPS confidential and/or privileged information related to the negotiation or implementation of any real estate or other transaction with Albina Sports Program.
10. The Board of Education would request evidence of the following before entering into a lease agreement with the Albina Sports Program;
 1. A business plan. Including a revenue model to understand how the facility would be funded and maintained.
 2. An understanding and draft agreement that explains which party will pay for operations, scheduling and upkeep;
 3. A governance model document– to understand how PPS students will be prioritized, and how scheduling conflicts will be addressed
 4. An understanding of which entity retains ownership of the land and the assets
 5. The resource allocations
 6. Evidence the Albina Sports Program aligns with the District's goals and aspirations regarding serving all PPS students
 7. Hard evidence of support from local leaders, neighborhood associations, and community based organizations within 1000 feet of the facility
 8. Understanding which party will pay for the Type III Design Review, feasibility study, and to prepare a pro forma

RESOLUTION No. 6779

Resolution to Proclaim October Disability History and Awareness Month

RECITALS

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

RESOLVED

Portland Public School's Board of Education proclaims March 2023 as Disability Awareness Month and galvanizes efforts that will lead our schools and policy makers to create real systems change so people with dis/abilities will enjoy equitable, inclusive educational experiences.



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(Adopted 11/07/23)

Study Session with a Vote on a Consent Agenda

October 17, 2023

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at https://youtu.be/vpkD-9uufEc?si=d_gX8OlsyPSP_5Pk

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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ACTIONS TAKEN

- **Consent Agenda – Resolutions 6780 and 6781**

Director DePass moved and Director Greene seconded the motion to approve the Consent Agenda, including Resolutions 6780 through 6781. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

RESOLUTION No. 6780**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
Reynolds School District	8/29/23 through 6/30/24	Intergovernmental Agreement / Revenue IGA/R 94121	Columbia Regional Program will provide school age classroom services for Deaf/Hard of Hearing regionally eligible students.	\$255,700	C. Proctor Fund 299 Dept. 5430 Grant S0031

AMENDMENTS TO EXISTING REVENUE CONTRACTS

No Amendments to Existing Revenue Contracts

RESOLUTION No. 6781**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
Rosemary Anderson High School	10/18/23 through 9/30/24	Personal Services PS 94100	Provide alternative education to eligible District students. This contract disperses Student Investment Act funds, Equity funds, Measure 98 funds, ESSER III funds, Title II/IV funds and Title I funds. Request for Proposals 2020-2894	\$1,241,010	C. Proctor Funding Source Varies	N/A - Nonprofit
Native American Youth and Family Center (NAYA)	10/18/23 through 9/30/24	Personal Services PS 94101	Provide alternative education to eligible District students. This contract disperses Student Investment Act funds, Equity funds, Measure 98 funds, ESSER III funds, Title II/IV funds and Title I funds. Request for Proposals 2020-2894	\$165,185	C. Proctor Funding Source Varies	N/A - nonprofit
Curriculum Associates	10/18/23 through 9/10/24	Personal Services PS 94097	Professional development associated with the adoption of K-5 iReady Math. Special Class Procurement – Copyrighted Materials and/or Creative Works PPS-47-0288 (4)	\$176,000	C. Proctor Fund 205 Dept. 5445 Grant G2094	No
Bora Architects, Inc.	10/18/23 through 12/31/24	Architecture ARCH 94130	Phase 1 design of Ida B. Wells High School Modernization project. Request for Proposals 2023-037	\$1,073,960	D. Jung Fund 458 Dept. 5511 Project DE120	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 COOPERATIVES

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
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Portland Community College	10/18/23 through 9/30/24	Intergovernmental Agreement IGA 94098	Provide alternative education to eligible District students. This contract disperses Student Investment Act funds, Equity funds, Measure 98 funds, ESSER III funds, Title II/IV funds and Title I funds.	\$549,188	C. Proctor Funding Source Varies
North Clackamas School District	7/1/23 through 6/30/24	Intergovernmental Agreement IGA 94148	Columbia Regional Inclusive Services and North Clackamas SD will partner to deliver regional services to eligible individuals with Autism Spectrum Disorder.	\$466,400	C. Proctor Fund 205 Dept. 5433 Grant G2308
Lake Oswego School District	7/1/23 through 6/30/24	Intergovernmental Agreement IGA 94161	Columbia Regional Inclusive Services and Lake Oswego SD will partner to deliver regional services to eligible individuals with Autism Spectrum Disorder.	\$174,900	C. Proctor Fund 205 Dept. 5433 Grant G2308

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business
Black Excellence Group	10/18/23 through 6/30/24	Personal Services PS 93813 Amendment 1	Provide RESJ services to District students. This amendment adds service to West Sylvan and Jackson Schools.	\$92,400 \$295,000	R. Adams	No

New encumbered contracts: \$4,273,191

On-call, potential spend contracts: \$0

Amendments: \$92,400



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(Adopted 11/28/23)

Regular Meeting

November 07, 2023

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at https://youtu.be/ExguPNBwre0?si=rJd_iPe4Bl4V58dr

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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Agenda

<i>Time Started</i>	<i>Agenda Title</i>
6:06 pm	Opening
6:09 pm	Resolution Proclaiming the Celebration of National Native American Indian Heritage Month in Portland Public Schools (Resolution 6782)
6:18 pm	Student Representative's Report
6:23 pm	Student Comment
6:30 pm	Public Comment
6:50 pm	Comments from our Union Partners
7:04 pm	Naming School Communities and their Mascots (Resolutions 6784-6787)
7:29 pm	Appointment of Community Budget Review Committee Member (Resolution 6788)
7:34 pm	Board Committee and Conference Reports
7:35 pm	Consent Agenda: Resolutions 6791 through 6795
7:37 pm	Adjourn

Student and Public CommentGeneral Student Comment

- Nimah Crews
- Hanna Range
- Penelope Hogan Telles

General Public Comment

- Karanja Crews
- Erin Savage
- Devon Ghani

Resolution Proclaiming the Celebration of National Native American Indian Heritage Month in Portland Public Schools (Resolution 6782)

- Jazzana Riddlespringer

Actions Taken

- **Resolution 6782: Resolution Proclaiming the Celebration of National Native American Indian Heritage Month in Portland Public Schools**

Director Brim-Edwards moved and Director Scott seconded the motion to approve Resolution 6782. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolutions 6784 through 6787**

- Resolution 6784 - Resolution to Name the Multiple Pathways to Graduation Building
- Resolution 6785 - Resolution to Change the Mascot of Alliance High School
- Resolution 6786 - Resolution to Rename the DART Clinton Campus
- Resolution 6787 - Resolution to create a Mascot of DART Schools

Director DePass moved and Director Brim-Edwards seconded the motion to approve Resolutions 6784 through 6787. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6788: Appointment of Community Budget Review Committee Members**

Director Scott moved and Director Brim-Edwards seconded the motion to approve Resolution 6788. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Consent Agenda – Resolutions 6791 through 6795**

- Resolution 6791 - Expenditure Contracts that Exceed \$150,000 for Delegation of Authority
- Resolution 6792 - Revenue Contracts that Exceed \$150,000 Limit for Delegation of Authority
- Resolution 6793 - Authorization for Off-Campus Activities
- Resolution 6794 - Approving Board Member Conference Attendance as Representatives of the Board
- Resolution 6795 - Adoption of the Index to the Minutes

Director Greene moved and Director Brim-Edwards seconded the motion to approve the Consent Agenda, including Resolutions 6791 through 6795. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

RESOLUTION No. 6782

Resolution Proclaiming the Celebration of National Native American Indian Heritage Month in Portland Public Schools

RECITALS

- A. Native American Indians are descendants of the original, indigenous inhabitants of what is now the United States;
- B. The Portland Metro region rests on the traditional lands of the Bands of the Chinook, Multnomah, Clackamas, Tualatin, Molalla, Kalapuya, Wasco, Cowlitz and Kathlamet tribes. These tribes established their communities in a resource rich area where they traded and fished along the rivers and harvested those natural resources that fed and maintained their families. In the 1950's, under Federal Relocation Policy a large segment of the Native population in the US was forced to relocate to several major cities of which Portland was one. This has added to the diversity of tribal representation in the region; Portland boasts one of the largest, and most diverse urban Native American populations in the US;
- C. The history of Native American Indians; is rich with those who positively influence and enrich our nation, our society, our region, our state, and our schools through their entrepreneurship, commitment to community service, deep value of justice and liberty, and social and cultural life;
- D. On August 3, 1990, President of the United States George H. W. Bush declared the month of November as National American Indian Heritage Month, thereafter commonly referred to as Native American Heritage Month;
- E. Native American Indians have made profound contributions and continue to make advances in education, medicine, art, culture, and public service and been a consistent and vital influence in our nation's growth and prosperity;
- F. The Portland Metro's Native American Indian Community is diverse and growing with the population estimated to be nearly 70,000. As Portland is a relocation site, PPS students represent more than 150 tribal nations. As such, we are humbled by Native American Indian employees, families and community's contribution to the accomplishment of PPS's mission;
- G. Understanding Native American Indian history is an important part of celebrating Native American Heritage Month;
- H. The Oregon Indian Education Association introduced and Oregon Governor Brown signed into law Senate Bill 13, Tribal History/Shared History in the 2017 legislative session. This Bill called upon the Oregon Department of Education (ODE) to develop a statewide curriculum relating to the Native American experience in Oregon, including tribal history, tribal sovereignty, culture, treaty rights, government, socioeconomic experiences, and current events.

Tribal History/Shared History is one of 11 objectives identified in ODE's American Indian/Alaska Native State Plan, in which "Every school district in Oregon implements historically accurate, culturally embedded, place-based, contemporary, and developmentally-appropriate American Indian curriculum..." Oregon is one of several states adopting similar efforts to reaffirm the state's commitment in preserving tribal cultural integrity and the education of our citizens.

In May 2018, ODE facilitated coordination of the creation of Essential Understandings of Oregon's American Indians, which has been used to develop American Indian curriculum and assessment tools for 4th, 8th, and 10th grades aligning with state standards in the following content areas: English Language Arts, Science, Math, Social Science, and Physical Education/Health. Portland Public Schools Office of Indian Education, Office of Teaching and Learning and Office of Schools are engaged in this vital statewide work.

As of January 2020 the State of Oregon requires implementation of Tribal History/Shared History within all K-12 school districts throughout the state. The Office of Schools and Office of Teaching and Learning is working together to support the implementation of this curriculum K-12, as a

foundational and fundamental element of our culturally responsive teaching and learning for the students in Portland Public Schools.

- I. Portland Public Schools has a Racial Education Equity Policy that states our commitment to affirmatively overcome the educational barriers that have resulted in a persistent, unacceptable achievement gap for Black and Native students and to give each student the opportunity and support to meet his or her highest potential;
- J. Closing opportunity gaps while raising achievement for all students is the top priority of the Board of Education, the Superintendent and all district staff;
- K. The Portland Public Schools Board of Education believes each and every student is to be celebrated and appreciated for the distinct and vibrant contributions made by sharing cultures, language, ideas, beliefs and values within a school community. Tonight we are celebrating Native American students.

RESOLVED

- 1. The Portland Public Schools Board of Education hereby promotes November 1 through November 30th as Native American Indian Heritage Month and encourages staff, students, and community to observe, recognize, and celebrate the culture, heritage, and economic contributions of Native Americans to our Oregon and the United States through culturally relevant activity, and to learn from the past and understand the experiences that have shaped the United States.
- 2. The Superintendent or his designee shall work with all schools in the district to recognize Native American Indian Heritage Month through culturally relevant lessons and activities In November and throughout the school year.

November 07, 2023

RESOLUTION No. 6783

Withdrawn

RESOLUTION No. 6784

Resolution to Name the Multiple Pathways to Graduation Building

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. As Multiple Pathways to Graduation moves into a new chapter of its history with the construction of a new building, it is a new name that is more inclusive and better represents all the people that make up the Multiple Pathways to Graduation (MPG) community.
- C. The Multiple Pathways to Graduation community commenced an engagement process led by a committee of students, staff, parents, and community members representing both schools and both programs that will reside in the building to determine the name.
- D. The community engagement process was defined by both quantitative and qualitative approaches to solicit feedback from the community on the new name. The guiding principles of the Multiple Pathways to Graduation building naming committee included the following: equity, student-centered, community and flexibility, many ways of knowing and many ways of doing, student voice and choice, future-oriented, feeling welcome and seen, and supporting the full person. Following a committee process grounded in our guiding principles, a final recommendation from the committee to the Superintendent for his review and final recommendation to the Board of Education.
- E. The committee recommended the Chinook Wawa phrase **hayu aLqi uyxat** (many future paths) as their first choice of the new building name to the Superintendent.
- F. The name **hayu aLqi uyxat** (many future paths), reflects the MPG values of innovation, adaptability and inclusion. This illustrates the use of both forward thinking and ancestral knowledge to inspire students to follow their unique path. Multiple Pathways to Graduation students are supported by personalized and relevant programming anchored in deep student engagement and project based instruction with career connected learning experiences and social emotional support to remove barriers for underserved students and create enlivening learning opportunities for all students which amplifies their brilliance. This forward thinking mindset and continually evolving curriculum allows students to move past Multiple Pathways to Graduation and find success in their many paths and life pursuits.
- G. The Superintendent, having reviewed the process and work of the committee, recommends naming the newly constructed Multiple Pathways to Graduation building **hayu aLqi uyxat** (many future paths).

RESOLVED

The Board thanks the committee for its thoughtful work in developing and proposing a new name for the newly constructed Multiple Pathways to Graduation building. The Multiple Pathways to Graduation building will now be known as **hayu aLqi uyxat** (many future paths).

RESOLUTION No. 6785

Resolution to Change the Mascot of Alliance High School

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. As Alliance High School begins a new chapter with a new campus in construction and a merging of two campuses we are seeking a mascot that is inclusive and representative of all of the Alliance community.
- C. The Alliance High School community commenced an engagement process led by a committee of students, staff, parents, and community members to determine the school's new mascot.
- D. The community engagement process was defined by both quantitative and qualitative approaches to solicit feedback from the community on the new mascot and a final recommendation from the committee to the Superintendent for his review and final recommendation to the Board of Education.
- E. The committee recommended the Kingsnake as their first choice of the new mascot to the Superintendent.
- F. The kingsnake is a native snake to Oregon, making it one of the few mascot choices that offered local representation. The Kingsnake is adaptive to many environments as they can traverse water and land, representing Alliance students' adaptability and mastery of change. Known to be immune to the venom of other snakes as well as coming in a variety of length and colors, Kingsnakes represent the resilience and diversity of the Alliance High School community.
- G. The Superintendent, having reviewed the process and work of the committee, recommends appointing the Kingsnake as the mascot of Alliance High School.

RESOLVED

The Board thanks the committee for its thoughtful work in developing and proposing a new mascot for Alliance High School. The Alliance community will now be known as the Kingsnakes.

RESOLUTION No. 6786

Resolution to Rename the DART Clinton Campus

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. As the DART (Day and Residential Treatment) School moves into a new chapter of its history with the construction of the Multiple Pathways to Graduation new building, it is a new name for the DART Clinton campus that is more inclusive and better represents all the people that make up the DART Clinton campus school community.
- C. The DART School community commenced an engagement process led by a committee of students, staff, parents, and community members to determine the DART school's new name for its DART Clinton Campus.
- D. The community engagement process was defined by both quantitative and qualitative approaches to solicit feedback from the community on the new name and a final recommendation from the committee to the Superintendent for his review and final recommendation to the Board of Education.
- E. The committee recommended Kuumba as their first choice of the new name for the DART Clinton campus to the Superintendent.
- F. Kuumba is a Swahili word, meaning a special type of creativity. Kuumba represents one of the seven principles of Kwanzaa, a holiday that celebrates and honors Black history and culture. Kuumba reflects the values of DART students, staff, community members, and alumni and connects with the DART school values of inclusivity, growth, self empowerment, collaboration and joy of learning. As this DART School campus focuses on holistic development for students, centering academic and mental health growth, the meaning of Kuumba includes creativity with honor and the intention to heal and support community well being. The DART Kuumba campus will represent DART School's commitment to authentic, innovative, project based learning opportunities eliciting the creative brilliance of all learners. This mindset illustrates the healing nature of learning in a community that cares for one another.
- G. The Superintendent, having reviewed the process and work of the committee, recommends renaming the DART campus from the original Clinton campus to the Kuumba campus.

RESOLVED

The Board thanks the committee for its thoughtful work in developing and proposing a new name for DART Clinton campus. The DART Clinton campus will now be known as the DART Kuumba campus.

RESOLUTION No. 6787

Resolution to create a Mascot of DART Schools

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. As DART begins a new chapter with a new campus in construction (and acknowledging their other 5 campuses) we are seeking a mascot that is inclusive and representative of all the DART community.
- C. The DART community commenced an engagement process led by a committee of students, staff, parents, and community members to determine the school's new mascot.
- D. The community engagement process was defined by both quantitative and qualitative approaches to solicit feedback from the community on the new mascot and a final recommendation from the committee to the Superintendent for his review and final recommendation to the Board of Education.
- E. The committee recommended the DART frog as their first choice of the new mascot to the Superintendent.
- F. The Dart frog reflects the diversity and uniqueness of the many DART students and campuses with its bright colors. The DART frog is one of the few frogs that family and community raise its young together to build a strong sense of community to build up and support the younger generation. The DART frog only becomes poisonous as a defense mechanism when threatened, but often holds the poison dormant while in a safe environment, which represents the resiliency and toughness of the DART students and their ability to overcome many obstacles.
- G. The Superintendent, having reviewed the process and work of the committee, recommends appointing the DART frog as the DART school mascot.

RESOLVED

The Board thanks the committee for its thoughtful work in developing and proposing a mascot for DART schools. The DART school community will now be known as the DART frogs.

RESOLUTION No. 6788

Appointment of Community Budget Review Committee Members

RECITALS

- A. The mission of the Community Budget Review Committee (CBRC) is to review, evaluate, and make recommendations to the Board of Education (Board) regarding the Superintendent's Proposed Budget and other budgetary issues identified by the CBRC or the Board. The CBRC receives its charge from the Board.
- B. On November 5, 2019, the voters of the Portland Public School (PPS) District passed a renewal Local Option Levy, Measure 26-207, which became effective in 2020, which mandated independent community oversight to ensure tax dollars are used for purposes approved by local voters, and the CBRC serves that function for PPS.
- C. The CBRC is composed of eight to twelve volunteer members. The Board appoints members to three-year terms with one or two student members appointed to one-year terms.
- D. The Board recognizes that District employees and community members bring specialized knowledge and expertise to the CBRC and budgetary review process. The Board instructs all CBRC members to employ discretion, avoid conflicts of interest or appearance of impropriety, and exercise care in performing their duties.
- E. In fall 2021, Roger Kirchner was appointed to serve through June 30, 2024. In fall 2022, eight members were appointed: Karanja Crews, Mariah Dula, Dashiell Elliott, Tasz Ferguson, Paul Freese, Grace Groom, Sonya Harvey, and Stephen Lidner to three-year terms through June 30, 2025. Two members of the committee concluded their three-year term on June 30, 2023: Lisa Selman and Elona Wilson. One member, Renee Anderson, was not able to complete her term which would have ended June 30, 2023.
- F. Recruitment of additional members yielded 44 applications to fill a maximum of three positions. No student applications were received.
- G. The CBRC pre-selection panel members were: CBRC members Roger Kirchner and Tasz Ferguson. The interview panel members were: Junho Chang, Senior Budget Manager, CBRC member Roger Kirchner, Alexandra Martin, Finance Program Manager, and Board Director Patte Sullivan.
- H. Applications were reviewed and eight selected applicants were interviewed. After the interview phase, a group of both pre-selection and interview panelists convened to discuss the final scores. The CBRC Selection Committee recommends the Board appoint: Aaron Cronan, Jen Gray-O'Connor, and Adriel Person.

RESOLUTION

- 1. Aaron Cronan, Jen Gray-O'Connor, and Adriel Person are hereby appointed as members of the Community Budget Review Committee for three-year terms through June 30, 2026.
- 2. Staff will continue to seek student representatives to be appointed by the Board for one-year terms ending June 30, 2024.

November 07, 2023

RESOLUTION No. 6789

Tabled

November 07, 2023

RESOLUTION No. 6790

Tabled

RESOLUTION No. 6791**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
Communities in Schools, Inc.	11/8/23 through 12/31/26	Personal Services PS 94286	Provide coaching, connections, and technical support to initiate a full Community School model in PPS. Direct Negotiation – Unique Knowledge and/or Expertise PPS-46-0525(4)	\$300,000	C. Proctor Fund 251 Dept. 5424 Grant W0503	NA - Nonprofit
Tyler Technologies, Inc.	11/8/23 through 6/30/28	Digital Resource DR 94234	Versatrans Routing & Planning, Trip-Tracker, On-Screen, E-link software license, hosting and service agreement. Special Class Procurement – Software License, Maintenance & Upgrades PPS-47-0288(11)	\$328,510	D. Jung Fund 101 Dept. 5560	No
Lewis & Clark College	11/8/23 through 6/30/24	Personal Services PS 94298	Assist in creating a leadership prep program to align with the District’s leadership profile. Direct Negotiation – Non-District Funding Source PPS-46-0525(6)	\$829,445	S. Reese Fund 299 Dept. 5449 Grant S0455	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**NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)****AMENDMENTS TO EXISTING CONTRACTS**

New encumbered contracts: \$1,457,955

On-call, potential spend contracts: \$0

Amendments: \$0

RESOLUTION No. 6792**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
City of Portland	7/1/23 through 6/30/25	Intergovernmental Agreement/Revenue IGA/R 94262	Revenue from Portland Children's Levy to support Head Start extended day classrooms.	\$1,416,476	C. Proctor Fund 205 Dept. 6303 Grant G2290

AMENDMENTS TO EXISTING REVENUE CONTRACTS

No Amendments to Existing Revenue Contracts

RESOLUTION No. 6793Authorization for Off-Campus Activities**RECITAL**

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

RESOLUTION

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

AUTHORIZATION FOR OFF-CAMPUS ACTIVITIES

Date(s)	School, Course, and Number of Students	Purpose of Travel	Travel Destination	Estimated Cost	Equitable Field Trip Fund; %
11/9-11/12/23	Franklin HS Cross Country, 32	Regional XC race	Nike Cross Regionals, Boise, ID	\$208	N/A
11/10-11/11/23	Grant HS Cross Country, 50	Regional XC race	Nike Cross Regionals, Boise ID	\$190	N/A
11/17-11/20/23	Cleveland HS Band, 24	Rehearse under collegiate directors	Douglas Anderson School, Seattle, WA	\$450	N/A
11/17-11/20/23	Grant HS Band, 20	Play with other students across the US, receive clinics & masterclasses from renowned artists & conductors	Douglas Anderson School, Seattle, WA	Unknown	N/A
11/17-11/20/23	Franklin HS Band, 10	Rehearsals, workshops	Douglas Anderson School, Seattle, WA	\$450	N/A

RESOLUTION No. 6794

Approving Board Member Conference Attendance as Representatives of the Board

RECITALS

Board Policy 1.40.070 requires Board approval for individual Board members to attend state or national meetings as representatives of the Board.

RESOLUTION

The Board affirms Chair Gary Hollands, Vice-Chair Herman Green will attend the National Alliance of Black School Educators Annual Conference in New Orleans, Louisiana from November 30, 2023-December 4, 2023.

RESOLUTION No. 6795

The Following Index to the Minutes are offered for Adoption

- May 12, 2020 – Special Meeting
- October 10, 2023 – Regular Meeting
- October 17, 2023 – Study Session with vote on a Consent Agenda



Index to the Minutes

(Adopted 12/12/23)

Special Meeting

November 28, 2023

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/GyRSVJekvxA?si=Bh4z8XHhxxEzJ3x>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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RESOLUTIONS

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6799	2023–2026 Agreement between Portland Association of Teachers and School District No. 1J, Multnomah County, Oregon	123

Agenda

<i>Time Started</i>	<i>Agenda Title</i>
6:05 pm	Consent Agenda
6:07 pm	First Reading of Policy Rescissions
6:08 pm	Update on the Center for Black Student Excellence
6:26 pm	2023–2026 Agreement between Portland Association of Teachers and School District No. 1J, Multnomah County, Oregon
7:47 pm	Adjourn

Student and Public Comment

Public Comments on the 2023–2026 Agreement between Portland Association of Teachers and School District No. 1J, Multnomah County, Oregon

- Jorge Sanchez Bautista – Dates to make up days missed due to strike
- Sara Purdy – Dates to make up days missed due to strike

Actions Taken

- **Consent Agenda – Resolutions 6796 through 6798**

Director Brim-Edwards moved and Director DePass seconded the motion to approve the Consent Agenda, including Resolutions Number 6796 through 6798. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Absent, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6799 - 2023–2026 Agreement between Portland Association of Teachers and School District No. 1J, Multnomah County, Oregon**

Director Brim-Edwards moved and Director DePass seconded the motion to approve Resolution 6799. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes

RESOLUTION No. 6796

The Following Index to the Minutes are offered for Adoption

- 11/07/2023 – Regular Meeting

RESOLUTION No. 6797**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
Arcadis Architects, Inc.	11/29/23 through 11/28/25	Architecture ARCH 94376	Seismic upgrade design for Marysville School. Request for Proposals 2023-036	\$1,184,387	D. Jung Fund 458 Dept. 5511 Project DS020	No
Elevate Building Commissioning, LLC	11/29/23 through 11/28/24 Option to renew through 11/28/28	Related Services RS 94369	Commissioning services for the modernization of Jefferson High School. Request for Proposals 2023-021	\$645,160	D. Jung Fund 458 Dept. 5511 Project DA011	ESB
The Leadership Academy	11/29/23 through 6/30/24	Personal Services PS 94377	One on one coaching for Office of School Performance team. Direct Negotiation – Ongoing, Long-Term Relationship PPS-46-0525(3)	\$181,000	C. Proctor Fund 299 Dept. 5449 Grant S0455	N/A - Nonprofit
Portland Basketball Officials Association	11/29/23 through 3/1/24	Personal Services PS 94394	Basketball officials for the 23-24 basketball season. Direct Negotiation – Unique Knowledge and/or Expertise PPS-46-0525(4)	\$176,699	C. Proctor Fund 101 Dept. 5423	No
Turner & Townsend, Inc.	11/29/23 through 12/31/29	Related Services RS 94244	Project Management/Construction Management services for the Tubman Middle School relocation project. Request for Proposals 2022-029	\$4,483,691	D. Jung Fund 437 Dept. 5597 Project Q0001	No
Oracle America, Inc.	11/29/23	Purchase Order PO 166465	Annual support of Peoplesoft. Special Class Procurement – Software/Hardware Maintenance/Upgrades PPS-47-0288(11)	\$609,431	D. Wolff Fund 101 Dept. 5582	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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BH Photo	11/29/23 through 4/1/24	Cooperative Contract COA 94398 OMNIA Partners – Region 4 Education Service Center	Provides photo, video, and pro audio supplies on an as-needed basis via PPS Private Marketplace ecommerce site.	\$250,000	M. Leigh Funding Source Varies	No
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NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Gresham-Barlow School District	7/1/23 through 6/30/24	Intergovernmental Agreement IGA 94323	Regional services for Autism Spectrum Disorder.	\$310,200	C. Proctor Fund 205 Dept. 5430 Grant G2308
David Douglas School District	7/1/23 through 6/30/24	Intergovernmental Agreement IGA 94362	Regional services for Autism Spectrum Disorder.	\$211,200	C. Proctor Fund 205 Dept. 5430 Grant G2308
Oregon Teachers Standards and Practices Commission (TSPC)	9/13/23 through 8/31/24	Intergovernmental Agreement IGA 94300	Administering Aspiring Leadership Program and Future Principals' Program in conjunction with District.	\$171,801	C. Proctor Fund 299 Dept. 5449 Grant S0455

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business
Grainger	11/29/23 through 6/30/24	Cooperative Contract COA 83261 Amendment 3	Purchase of facilities, maintenance, operations, repair, and industrial supplies.	\$350,000 \$450,000	D. Jung Funding Source Varies	No
NW Bus Tours, LLC	11/29/23 through 8/21/24	Services S 68356 Amendment 2	Provide Special Activity Pupil Bus (SPAB) coach transportation service to District students for athletic and field activity trips on an as-needed basis. This amendment adds funds to the contract. ODE – OAR 581-053	\$100,000 \$350,000	D. Jung Fund 101 Dept. 5560	No

New encumbered contracts: \$7,973,569

On-call, potential spend contracts: \$250,000

Amendments: \$450,000

RESOLUTION No. 6798**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	6/15/23 through 9/30/24	Intergovernmental Agreement / Revenue IGA/R 94407	Bilingual Educator Pathway grant from Oregon Dept of Education.	\$250,000	C. Proctor Fund 205 Dept. 5470 Grant TBD

AMENDMENTS TO EXISTING REVENUE CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
State of Oregon	7/1/23 through 6/30/25	Intergovernmental Agreement / Revenue IGA/R 93701 Amendment 1	Funding for Preschool Promise for the 2023-24 and 2024-25 school years. This amendment adds additional funding.	\$624,600 \$4,446,600	C. Proctor Fund 205 Dept. 5453 Grant G2294

RESOLUTION No. 6799

2023–2026 Agreement between Portland Association of Teachers and
School District No. 1J, Multnomah County, Oregon

RECITALS

- A. The 2022-2023 Collective Bargaining Agreement between School District No. 1J, Multnomah County, Oregon (Portland Public Schools) and the Portland Association of Teachers (PAT) expired on June 30, 2023. The parties negotiated throughout the calendar year 2023, including mediating over three months with a state-appointed mediator as provided by Oregon law, without reaching an agreement on a new contract.
- B. On November 1, 2023, PAT initiated a strike.
- C. On November 26, 2023, Portland Public Schools and PAT reached a tentative agreement on a new collective bargaining agreement, and the strike ended.

RESOLUTION

- 1. The Portland Public Schools Board of Education (Board) adopts and approves the 2023–2026 Collective Bargaining Agreement (PAT CBA) between the Portland Public Schools and PAT, attached hereto as Exhibit A, including approving payments made pursuant to the PAT CBA. The Superintendent or designee is authorized to make technical corrections to the Agreement in order to correct typographical and spelling errors, make formatting changes, or renumber provisions, so long as the intended meaning of the Agreement is not thereby altered.
- 2. The Board ratifies the Strike Settlement Agreement between Portland Public Schools and PAT attached in Exhibit A.
- 3. To implement the terms of the Strike Settlement Agreement, the Board amends Resolution 6634 and the previously adopted 2023-24 school year calendar as reflected on Exhibit B.

Exhibit A

**PORTLAND ASSOCIATION OF TEACHERS AND PORTLAND PUBLIC SCHOOLS
STRIKE SETTLEMENT AGREEMENT**

Background

1. The Association and the District are parties to an expired collective bargaining agreement. On October 16, 2023, the parties agreed to hold all grievance timelines in abeyance pending the settlement of the new collective bargaining agreement.
2. The Association commenced a strike of its regular educator bargaining unit at 6:00 a.m. on Wednesday, November 1, 2023.
3. Subsequently the parties reached a tentative agreement on their successor collective bargaining agreement, a copy of which is attached as Exhibit A.
4. The Association has agreed to terminate the strike upon a signed tentative agreement by both parties.
5. The tentative agreement is subject to ratification by each party. The Association will hold its ratification vote on November 28, 2023, with results to be announced by 5 PM on that day. The District agrees to schedule its ratification vote as soon as practicable, but no later than 7 PM on November 28, 2023. The parties agree that their bargaining committees will advocate for ratification.

Agreement

1. Following the termination of the strike provided in paragraph 4 above, Association employees will return to work on November 27th, 2023 at their ordinary start times for all-staff re-entry meeting and at least ninety minutes ~~two~~ hours of planning. Student instruction will resume with a two-hour late opening on November 28th, 2023.
2. All bargaining unit employees who participated in the strike shall be permitted to return to work to the same assignments they held immediately prior to the strike, including extended responsibility assignments, without loss of seniority.
3. The 2023-2024 work year and work day will be modified as described below:
 - a. November 27th 2023 as described above, ~~will be a two-hour late opening for students and staff will arrive on time for an all-staff team re-entry gathering and AM planning day. Students will return for instruction for lunch and a PM instructional day on November 27th, 2023.~~
 - b. November 28, 2023 staff meeting will be changed to educator-directed time.
 1. The new deadline for entering quarter 1 grades is the end of the day on Monday Friday, December 41, 2023.
 - c. December 22, 2023 will be the new due date for Probationary 2 professional educators evaluations.
 - d. February 19, 2024 will be converted from a non-work holiday to an instructional day.

- e. January 26, 2024 teacher planning day will be rescheduled to January 29, 2024 and will be converted to a student instructional day and January 29, 2024 will be converted from an optional PD day to the rescheduled teacher planning day.
- f. April 8, 2024 will be converted from optional PD days to an instructional day.
- g. May 30, 2024, for high schools, is adjusted to be a full day for Seniors.
- h. June 12, 13, and 14, 2024 will be converted from inclement weather make-up days to instructional days.
- i. The following additional days will be converted to student instructional days: December 18th, 19th, 20th, 21st, and 22nd, 2023.
- j. Day and night conferences previously scheduled for November 20 and 21 will be rescheduled to evening conferences (January 11, 12, 2024), 5-8pm, and two additional evenings with the other two evening dates jointly agreed upon by the building admin and building reps. The evening hours will be no more than 3 hours per evening and will be defined by the building. ~~December. In conjunction with the administrator, school sites can choose alternate evening dates in December for conferences (reducing total conference time from approximately 18 hours to 12 hours).~~
- k. Student supports arising out of the impact of the work stoppage, including, but not limited to, IEP meetings and timely completion of IEPs, preparing grades, adjusting lesson plans, supporting credit completion, working with small groups of students, providing feedback to students, will be credited toward the balance of missed work hours during the work stoppage. IEPs not yet completed will be due by Friday, January 12, 2024 ~~December 22, 2023.~~
- l. The District agrees to pay for the Veteran's Day holiday as the 193rd day of pay for the 2023-2024 contract year.
- m. ~~No a~~ Additional inclement weather make-up days will be discussed no later than April 30, 2024, if necessary ~~scheduled and the work year shall not be extended beyond June 17th, 2024, with June 17th acting as the end of year planning day.~~
- n. Bargaining unit members who participated in the strike will receive their full pay for November 2023 and the remainder of the 2023-2024 contract year (subject to individual leaves and corresponding compensation adjustments), including contractual increases from the date of ratification forward, less pay already earned, spread equally over all remaining pay periods in the 2023-2024 school year, and retroactive pay increases owed from July 1, 2023 to the date of ratification of the successor CBA which will be paid as a separate payroll item. Bargaining unit members who did not participate in the strike will be paid at their per diem rate of pay for all days worked beyond the number of contract days required by the CBA. Bargaining unit members who did not participate in the strike ~~They shall not earn more than their salary for work performed during the period between November 1, 2023 and November 27, 2023.~~

4. The District will report to PERS that any bargaining unit member who has at least 600 hours of service in the 2023 calendar year and has been paid 50 hours or more who worked one or more days in November 2023 therefore has performed service for a "major fraction" of November 2023 pursuant to OAR 459-010-0014(3)(a).—
5. All bargaining unit employees will receive all fringe benefits provided by the collective bargaining agreement as if the bargaining unit members worked continuously and no strike had occurred, including benefits for December 2023. This includes but is not limited to health insurance benefits (medical, dental, vision, drug), long-term disability insurance, and life insurance. At all times the District will comply with applicable law in the administration of its benefit plans. To the extent that PAT, OEA or any striking bargaining unit employee has already submitted payment to the Health and Welfare Trust for COBRA coverage for December 2023, the District will coordinate with the Trust to ensure that any COBRA payments are refunded to the payor and all appropriate District contribution payments are made for December 2023 coverage. Employees' premium contributions for December 2023 coverage will be deducted from their November 30, 2023 paychecks in the ordinary course.
6. Neither the District nor the Association shall engage in or initiate any reprisals, retaliation, disciplinary actions, grievances, unfair labor practice complaints, or any other adverse actions against any employee, agent, or representative of the Association or the District, or against any parent, student, or other person because of the Association's strike, or because of any action or non-action during or arising from the bargaining and the strike, including all activities related to the buildup towards the strike as well as the actual strike. This paragraph does not prohibit the District from pursuing or responding to investigations of alleged criminal activity.
7. References to employee actions or non-actions related to the Association's strike buildup and strike activities shall be placed in a separate, confidential file, not subject to internal review and released only as required by law, not be made or maintained in any personnel files, building files, legal files, Human Resources files of the employee and, if discovered, shall be removed and shall not be the basis for any type of employment action regarding the employee.
8. Within seven (7) calendar days of final execution of this agreement, the Association will withdraw with prejudice its unfair labor practice complaints (ERB Case No. 053-23, ERB Case No. 061-23) and any information requests associated with those unfair labor practice complaints and the District will withdraw with prejudice its unfair labor practice complaint (ERB Case No. 057-23), with each side bearing its own fees and costs, and without award of representation costs or attorneys' fees, in all cases.
- 9.8. **10.** The District will reimburse all bargaining unit employees for costs incurred associated with professional development classes, courses, conferences and the like that bargaining unit employees participated in during the strike, which would have been reimbursable under the terms of the CBA but for the fact that the bargaining unit employee participated in the strike.


~~10.9. 12. The parties agree to withdraw all outstanding information requests and grievances at any stage, including those pending, or in arbitration, including, but not limited to, those related to bargaining the successor agreement to the collective bargaining agreement that expired on June 30, 2023, and related mediation, strike preparation, strike, and picketing (collectively, "CBA Negotiations & Strike") immediately upon ratification of the collective bargaining agreement. The parties agree to not file any other grievances or unfair labor practices related to the CBA Negotiations & Strike.~~


- a. In exchange for the withdrawal of grievances, including, but not limited to, those related to CBA Negotiations & Strike, PPS will pay a total of \$75,000 to the Association to distribute to grievances in the Association's discretion. The parties agree to meet within thirty (30) calendar days of final execution of this agreement for a grievance summit to attempt to resolve pending grievances, including but not limited to those that have been advanced to arbitration.

~~13.14.~~ Grievance timelines that have been held in abeyance since October 16, 2023 will resume following the conclusion of the grievance summit on December 4, 2023.

For Portland Public Schools:

For Portland Association of
Teachers:

 11/26/23
Signature Date

 11/26/23
Signature Date

PAT / PPS Tentative Agreement – Article 1 Status and Effects of Agreement 05/19/23

ARTICLE 1: STATUS AND EFFECT OF AGREEMENT**1.1 Recognition of Exclusive Representative**

- 1.1.1 The District recognizes the Association as the sole and exclusive collective bargaining representative for all regular and temporary professionally and/or academically licensed employees of the District including, licensed teaching personnel employed in the District in a position for which a teaching license is required by state or regulation, School Psychologists, Social Workers, Child Development Specialists, Student Services Specialists and Audiologists. Such recognition also includes those assignments specified in Appendix B of this Agreement.
- 1.1.2 Such recognition excludes supervisory, confidential, ~~educational support professionals (ESP)~~ and substitute employees and positions appropriately included in another bargaining unit.
- 1.1.3 The Association shall have the exclusive right for members of the bargaining unit to have payroll deductions of organization dues and fees. That right shall not be granted to any competing employee organization.

1.2 Definitions

For this contract, the following definitions apply unless otherwise indicated:

- 1.2.1 District: School District Number 1, Multnomah County Oregon (Portland Public Schools).
- 1.2.2 Association: Portland Association of Teachers (PAT).
- 1.2.3 Agreement: The collective bargaining agreement between the District and the Association covering bargaining unit members other than substitutes.
- 1.2.4 Day or Workday: Unless specifically defined as calendar days, all days in this agreement mean contract days for the bargaining unit included in the 192-day calendar; excluding holidays, weekends, and other non-contract days including winter, spring and summer breaks.
- 1.2.5 Professional Educator or Educator: All professional educators represented by the Association in the bargaining unit as defined in Section 1.1.
- 1.2.6 Supervisory Employees: District Administrators including the Superintendent and the Central Office Administrative Staff, Principals, Assistant Principals, and persons ordinarily engaged at least 50% of the time in administration, supervision or evaluation of teaching personnel.
- 1.2.7 Probationary Educator: A professional educator who has not completed the probationary period. A professional educator is probationary for ~~his/her~~ **their** first three (3) years of employment with the District.
- 1.2.8 Contract Educator: A professional educator who has completed three consecutive years of employment with the District in a bargaining unit represented position and has been retained for a fourth.
- 1.2.9 Professionally or Academically Licensed: All professional educators required, as a condition of employment, to possess an academic certificate, license, degree, or the equivalent, issued by TSPC, the State of Oregon, an institution of higher education, or a professional society, or anyone who performs the functions reserved (under OAR 584-036-0011) for professional educators who hold a professional or academic license.

1.2.10 Substitute: Anyone employed to take the place of a regular educator who is temporarily absent. A substitute may not replace any individual educator for more than ~~sixty (60)~~ **forty-five (45)** **consecutive student contact days** ~~workdays~~ in the same school year. **Approved leave days and non-student contact work days do not break consecutive days.**

1.2.11 Temporary, **as referenced in this agreement:** Anyone employed to:

1.2.11.1 replace a professional educator on a leave of absence. Such position designation shall not extend beyond two (2) school years;

1.2.11.2 fill a vacancy of more than ~~sixty (60)~~ **forty-five (45) consecutive work student contact** days which occurs ~~twenty-one (21) or more days~~ after the opening of school. (For purposes of this section "opening of school" shall mean the first student day. "Fill a vacancy" shall mean that the temporary educator has initiated employment after the first student day of school.); or

1.2.11.3 fill a position which has been designated as temporary or experimental. Such position designation shall not extend beyond two (2) school years.

1.2.12 ~~The District had taken the position that temporary professional educators were not a type of probationary professional educators. The District will no longer take that position. Temporary professional educators are probationary professional educators.~~

1.3 This Agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and become part of the established policies, rules, regulations, practices and procedures of the District. Existing policies, rules, regulations, practices and procedures which are consistent with this Agreement are not modified.

1.4 There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association. Within one month of the ratification of the Agreement by both parties, the District agrees to print ~~one thousand (1,000)~~ **five hundred (500)** copies of this Agreement, **and additional copies as needed**, and agrees to deliver those copies to the Association for distribution, and to post a copy of the Agreement on the District's website. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject appropriate for bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties mutually agree that the terms and conditions set forth in this Agreement incorporate the entire understanding and agreements of the parties on all matters which were subject to negotiations. The District and the Association agree that, during the term of this Agreement, the other shall not be obligated to negotiate or bargain collectively with respect to any such matter covered by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of both of the parties in amendment thereto.

1.5 Nothing contained in this Agreement or mutually relied on in bargaining will be interpreted and/or applied so as to eliminate or reduce any current management right or established working condition that is a mandatory subject for bargaining. The Board, however, may otherwise reserve the right to unilaterally change its policies relating to all matters which do not involve mandatory subjects of bargaining.

1.6 Notice of Proposed Changes in Board Policy or Administrative Directives

The District will provide written notification to the Association President or designee of proposed changes in Board policies prior to Board approval and Administrative Directives prior to implementation in accordance with the Public Employee Collective Bargaining Act.

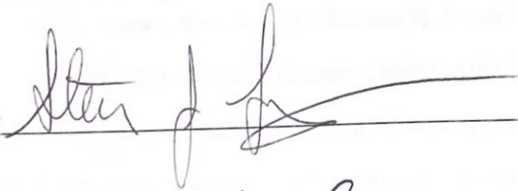
1.7 Should any provision of this Agreement be declared illegal by a court or agency of competent jurisdiction, said provision, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining provision(s) shall remain in full force and effect for the duration of this

Agreement, if not affected by the deleted Article, Section or clause. The subjects of the deleted provision(s) and the affected provision(s) shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by this Agreement.

- 1.8 Any contract between the District and an individual professional educator shall be expressly subject to the terms and conditions of the Agreement.
- 1.9 The Association has a process for contract exceptions to allow professional educators at a work site to apply for an exception to the terms and conditions of the Agreement. Contract exceptions must be submitted to the PAT Advocacy Committee using the process required by the Association. Contract exceptions must be approved by the PAT Advocacy Committee and the District prior to implementation. A contract exception is valid only for the school year for which it was approved.
- 1.10 The Association shall continue to be the exclusive collective bargaining representative, as provided in Section 1.1, during the term of this Agreement unless, under applicable law, some other method of representation or some other applicable representative is elected. Should another method or representative of the professional educators be so elected during the term of this Agreement, this Agreement shall not terminate but thereafter no provision of this Agreement shall be construed to require the District to bargain with the Association and the recognition and authority of the Association as contained in this Agreement and its duty of fair representation shall terminate.

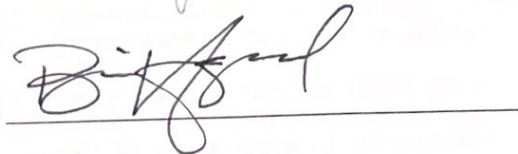
PAT / PPS Tentative Agreement

For PAT



5-19-23

For PPS



5-19-23

Article 2 TENTATIVE AGREEMENT 11/19/23 2pm

Article 2 - TENTATIVE AGREEMENT 11/19/23 2pm

**ARTICLE 2
ASSOCIATION
RIGHTS**

- 2.1 Except for Section 2.9 below, the Association rights conferred on the Association in this Agreement shall be exclusive except as provided by law.
- 2.2 The Association or its representatives shall have the right to transact official Association business on District property at all reasonable times; use District facilities and equipment including but not limited to duplicating equipment, audiovisual equipment, and District email, provided the same are not otherwise in use; post notices of activities and matter of Association concern on designated bulletin boards, at least one of which shall be provided in each school building for Association use; use the District mail service and professional educator mailboxes for communications, and place small symbols on such mailboxes but limit the size of logos to one inch (1") or less. A clearly identified Association mailbox at each worksite will be reserved for Association communications. If a box is unavailable, the Association may place a mailbox that is comparable in size and appearance with the staff mailboxes that exist at the individual worksites for Association communications. The Association shall have the right to use the inter-building mail facilities and mailboxes (Pony), unless the use of an employer's mail system by an incumbent labor organization is specifically clarified by Legislation, the U.S. Postal Service, or a court of competent jurisdiction. The Association shall pay for the reasonable cost of all materials, supplies and special services required beyond the normal operation incidental to such uses. The exercise of Association rights under this Section shall not interfere with or interrupt classes or other normal school operations. Association notices should not be made available to students.
- 2.3 The District shall furnish the Association upon request all reasonably available factual information necessary to its function as exclusive bargaining representative.
- 2.4 The Association shall have the right to ten (10) minutes as a scheduled item on the agenda of fifteen (15) of the faculty staff meetings **or early release professional learning day** of its choice. This portion of the agenda shall be exclusively for bargaining unit members.
- 2.5 Each worksite will organize at least one of the work days before the student year begins with the 30-minute duty free lunch synchronized for all Association staff in the building.
- 2.6 Association Representatives Meeting
- 2.6.1 The District shall notify all schools and departments that no activities are to be scheduled by the District for Association representatives on the Monday preceding the beginning of the work year.
- 2.6.2 The Association may call general meetings of its Association representatives during school time up to five (5) times during the school year. Such representatives shall be released without loss of pay but the Association shall reimburse the District for the cost of substitutes. Two (2) weeks' advance written notice shall be furnished to the **Employee and Labor Relations team within Human Resources Superintendent** of a meeting and it shall not be called for a day when other teacher absences eliminate the availability of a sufficient number of substitutes.
- 2.7 Building/Program Area Committees
- Any general standing faculty-administration or administratively appointed faculty committee, at the building level, shall include the Association faculty representative or his/her designee as a member. Supervisor's team meetings are not included. If evaluation and/or employee performance is to be discussed at a supervisor's team meeting, the Association representative will be invited to attend. Any District committee that included designated Association representatives shall have those Association representatives appointed by the Association.

Article 2 TENTATIVE AGREEMENT 11/19/23 2pm

2.8 Orientation Programs

- 2.8.1 The Association shall be provided time on the agenda at all general orientation programs for new professional educators to provide general information on the Association and its duties as exclusive bargaining agent.
- 2.8.2 The District will provide the Association with a list of all newly hired bargaining unit members and bargaining unit members who have separated employment from the District on a monthly basis which will include their names, assignments, hire dates, separation dates, and worksites.

2.9 Bargaining Unit Member Information

In addition to information included in Article 2.8.2 and pursuant to ORS 243.804(4)(a), each month, the District shall provide the Association a list of all professional educators who are employed by the District. The list will include the date of hire, job title, salary and work site location of each unit member, the unit members' cellular, home and any work telephone numbers; any means of electronic communication, including work and personal electronic mail addresses; and employees' home addresses or personal mailing addresses.

2.10 School Board Meetings

- 2.10.1 The Association shall be provided time on the agenda of each regular Board meeting for brief comments.
- 2.10.2 If the Association has a formal presentation it shall be afforded a reasonable amount of time as determined by the Board. By noon of the fourth calendar day prior to the meeting, the Association shall notify the Office of the Superintendent of the proposed length of the Association's formal presentation, the subject matter thereof, and any specific action to be requested from the Board or administration at the meeting. The Association agrees not to use its right under this Section for the purpose of collective bargaining with the Board or any of its members.
- 2.10.3 Prior to the commencement of each meeting, the Association shall be provided a copy of the "Agenda of Board of Education" and any related informational materials/full Board of Education packet. This information may be provided electronically. However, the Association shall receive a copy of all printed Board materials at the meeting or prior to the meeting.

2.11 Instructional Program Council (IPC)


- 2.11.1 The District recognizes the expertise of professional educators and the value for their participation in education program planning. Therefore, meetings between the Superintendent and/or ~~his~~ **their** designee(s) and representative of the Association shall occur monthly for the purpose of discussing the District's instructional programs.
 - 2.11.1.1 While the District maintains authority over educational programming, items planned as major district-wide change and significant building-based initiatives shall be discussed in these meetings prior to implementation.
 - 2.11.1.2 Agendas of this advisory council will be mutually agreed upon prior to each meeting.
 - 2.11.1.3 Areas of discussion will include topics such as ongoing program implementation, new initiatives, language pathways, special education, school climate, and an overall MTSS approach. The parties agree that sufficient professional development, adequate resources and a clear implementation plan are essential to success of initiatives
- 2.11.2 The Association president may appoint up to ~~five (5)~~ **six (6)** professional educators as representatives to such meetings. Such professional educators shall be released without loss of pay for attending the meetings.


- 2.12 Release of professional educators by the District from their normal work assignments to work on activities jointly sponsored by the Association and the District shall be without loss of pay.

Article 2 TENTATIVE AGREEMENT 11/19/23 2pm

2.13 Curricula And Professional Development Review

- 2.13.1 The District and PAT agree to create a topic called Curricula and Professional Development Review to the IPC agenda at least 4 times a year to evaluate ~~and approve~~ district-wide curricula. The parties agree to discuss curricula and professional development and its cultural competence, representativeness, adherence to State and professional standards, designated supports and interventions for marginalized and underserved communities including and not limited to ELL and emergent bilinguals; Students receiving IEP services, students with historical and current trauma. ~~All District employees will disclose any conflicts of interests or personal ties to companies and organizations considered or used in the process of Professional Development or Curricula.~~ IPC meetings will occur during the contracted work day and Educators will be provided release time for attendance.


For the Association
11/29/23
Date


For the District
11/19/23
Date

ARTICLE 4 DUES AND PAYROLL DEDUCTIONS

4.1 Dues

4.1.1 Dues Deduction Authorization

~~The Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification. For any new bargaining unit member who was an Association member at their prior place of employment, the District shall backdate dues deductions to their hire date. Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided.~~

~~The Association shall provide documented proof of dues deduction authorization for each member of the Association. Prior to providing the documented proof, the Association shall be able to redact any information that is not related to dues deduction authorization. Electronic signatures and web-based dues authorizations shall be accepted.~~

4.1.2 Processing NEA/OEA/PAT Dues Deductions

~~Pursuant to such authorization, the District shall deduct one-twelfth of such dues from the first regular salary check of the professional educator each month for twelve (12) months, beginning September and ending August of each year. However, the Association may change the date for deductions and/or number of deductions to begin by notifying the District by June 1 of the year in which the change is to occur. The Association may not change the date again during the life of the Agreement once this option is exercised. Deductions for professional educators who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following August. In the case of professional educators who have elected to receive their annual compensation in ten (10) equal monthly payments, the dues deduction shall be made monthly of one-tenth of such dues.~~

- 4.1.3 ~~Withdrawing the payroll deduction for such dues may be accomplished by writing a letter to the Office of the Association and to the Office of the Superintendent and delivered prior to the first day of October of any year. Letters received prior to October 1 shall be effective October 1 of the same year. Otherwise they shall be effective October of the ensuing year.~~

The District shall deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll-deduction authorizations signed by bargaining unit members and provided to the Association. The Association shall provide the District with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The District shall rely on the list to make the authorized deductions and to remit payment to the Association.

- 4.1.4 ~~The Association covenants and warrants that its present Bylaws provide for and agrees to indemnify, defend and hold the District harmless for the foregoing dues deductions authorizations and withdrawals procedures. In the event the District invokes this paragraph, then the Association will provide the attorney and the parties will fully cooperate in any litigation. In the event the District wishes to use its own attorney, then the District will pay the cost of said attorney. The aforementioned Bylaws make such authorizations irrevocable except as stated in Paragraph 2. In the event of any amendment to such Bylaws lessening the restrictions on withdrawal, the Association will give the Office of the Superintendent written notice thereof prior to the tenth day of any month for which such amendment permits withdrawal of authorizations. In the event of such notice, the District may permit such withdrawal on the basis of such new provisions.~~

The Association agrees to defend, indemnify and hold the District harmless for payroll deductions by the District in compliance with these procedures. Authorized payroll

Tentative Agreement- Article 4- Dues and Payroll Deductions- 02/21/2023

deductions shall remain in effect until revoked in the manner set forth in terms of the authorization executed between the employee and the Association.

- 4.1.5 A record, in a format accessible to the Association, of professional educators on Association **that are subject to the deductions of dues, fees or other assessments** ~~dues-deductions~~ shall be sent to the Association, together with the remittance due the United Education Profession (i.e., PAT-OEA-NEA), within five (5) working days, following the end of the calendar month in which the payroll check has been issued, including a listing of all additions and deletions to the **bargaining unit member list of employees with authorized deductions** from the previous month. The District shall complete reasonable Association forms and submit them monthly with the remittance to the Association

4.1.6 Bargaining Unit Member Information

The District shall provide, in a format accessible to the Association, a listing of all bargaining unit members (both active members and non-members), each member's employee ID, FTE equivalency, the buildings where the members are assigned by individual member, and all bargaining unit members by ER position and location. The list shall be provided one (1) week after the start of the school year, one (1) week after the District completes fall balancing, and by the third week in January.

4.2 Other Payroll Deductions

- 4.2.1 Upon appropriate written request from the professional educator, the District shall deduct from the salary of the professional educator and make appropriate remittance for the following approved deductions within five (5) working days following the end of the calendar month in which the payroll check has been issued:

- 4.2.1.1 Fixed or Variable Tax Deferred Annuity Plans
- 4.2.1.2 School District No. 1 Health & Welfare Trust Premiums
- 4.2.1.3 Credit Union
- 4.2.1.4 Approved Charitable Organizations
- 4.2.1.5 NFIE

The National Foundation for Improvement of Education is a part of this list and will not be removed except by mutual consent. In addition, the District shall perform the same service for Association members for any insurance plans offered exclusively by the Association for Association members, within the mechanical limits of the District's payroll system.

- 4.2.2 The District, upon appropriate authorization of the professional educator, shall deduct from the salary of the professional educator and make proper remittance for any other plans or programs jointly approved by the Association and the Board.

- 4.3 Professional educators' payroll checks shall itemize all sources of pay, payroll deductions, accumulated sick leave and retirement contributions.

Tentative Agreement:

For the District _____

For PAT _____

Date: _____

3-7-23

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 Definitions, Time Limitations

5.1.1 Grievance: A "grievance" is defined as an allegation by a professional educator, a group of professional educators or the Association that there has been a violation of any provision of this Agreement.

5.1.1.1 "Employee grievance" is a grievance by one (1) or professional educators, provided the conduct complained of directly affects the professional educator(s).

5.1.1.2 "Association grievance" is a grievance by the Association where the conduct complained of affects one or more professional educators or the Association.

5.1.1.3 Group grievance: If, in the judgment of the Association, a grievance affects a group or class of professional educators, the Association may submit such grievance in writing to the Chief Human Resources Officer or designee directly and the processing of such grievance shall be commenced at Level II. However, a group grievance affecting professional educators at a single building or an Association grievance affecting professional educators at a single building shall be initiated at Level I with the principal or immediate supervisor.

5.1.1.4 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing to the Chief Human Resources Officer and the processing of such grievance will be commenced at Level II. Grievances regarding salary and/or placement on the Appendix A salary schedule shall be filed with the Chief Human Resources Officer and shall be considered as a Level II grievance. The Level II, Step 1 hearing may be waived by mutual agreement.

5.1.1.5 Grievances that are reasonably related shall be joined and processed together.

5.1.2 Grievant: A "grievant" is the professional educator or professional educators or the Association making the claim.

5.1.3 Day or Workday: Unless specifically defined as calendar days, all days in this agreement mean contract days for the bargaining unit included in the standard calendar; excluding holidays, weekends, and other non-working days including winter, spring and summer breaks. During the summer recess, a grievance may proceed upon mutual consent of the parties.

5.1.4 All grievances shall be filed within thirty (30) days after the first knowledge by the injured party of the factual occurrences constituting the basis of the grievance. In case of an assignment, or other continuing classification or condition, a grievance concerning either past or future effects thereof may be limited in its remedy of past effects to adjustment no more than thirty (30) days prior to the filing of the grievance.

5.1.5 A grievance may not be filed over a unit determination matter or a 1(e) violation of ORS 243.672 or a matter that would cause the District to commit an unlawful act or a matter imposed upon the District by a higher authority.

5.1.6 The District shall continue, with respect to professional educators, to provide the separate grievance procedure in existence with respect to issues arising solely under policies and regulations other than this Agreement, or regarding matters which are not employment relations as defined by law.

5.2 Purpose

Tentative Agreement 4-13-23

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise affecting professional educators. Both the parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

5.3 General Procedures

5.3.1 Representation

A professional educator who initiates a grievance may elect to be represented by the Association or the professional educator may elect to represent ~~himself/herself~~ **themselves** at Levels I. If the professional educator elects to represent ~~himself/herself~~ **themselves**, the professional educator shall so indicate in writing and shall include a statement that the professional educator assumes responsibility for all costs which the professional educator incurs associated with the processing of the grievance.

5.3.2 Parties Present

5.3.2.1 The grievant shall have the right to be present with witnesses at ~~any~~ level **2 or above** of the grievance process (but may waive this right through the Association representative). ~~The presence of the administrator whose action is the subject of the grievance may be required.~~ The grievant is entitled to Association representation at any meeting or hearing held under this procedure.

5.3.2.2 When it is necessary, pursuant to the grievance procedure provided for in this Agreement, for grievants, building or program representatives, members of the Association's Advocacy Committee, or any other representative designated by the Association to attend a grievance meeting or hearing during a school day, up to up to two representatives and the grievant(s) shall, upon notice to his/her supervisor or principal, and to the Superintendent, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities. However, should the participation of witnesses in the grievance procedure necessitate the employment of a substitute, the Association shall assume the responsibility for payment of the cost of the substitute.

5.3.3 Individual Adjustment

Any professional educator may file and process a grievance through Level II of this procedure and have said grievance adjusted without intervention of the Association provided:

5.3.3.1 the adjustment is consistent with the terms of this Agreement; and

5.3.3.2 the Association, or its designated Association representative at Level I, has been notified in advance of and given opportunity to be present at all meetings held pursuant to this Article. Any such grievance decision shall be forwarded to the Association.

5.3.4 Time Extensions

5.3.4.1 Time extensions shall be consented to in writing and shall be with the mutual consent of the grievant, or the Association, on behalf of a grievant, and the District.

5.3.4.2 Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limit shall permit the grievant to proceed to the next step.

5.3.4.3 Failure at any step of this procedure to appeal the decision to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

5.3.5 Cooperation

All parties shall cooperate in the investigation of a grievance and promptly supply any readily available relevant information or documents to the other party.

Tentative Agreement 4-13-23

5.3.6 Limitation of Remedies

Except as otherwise provided by law, this grievance procedure shall constitute the exclusive remedy of professional educators and the Association.

5.3.7 Contents of Grievance

The written formal grievance shall, if applicable, contain the specific Agreement article and section that has allegedly been violated (*e.g.*, Article 23.8), and/or identify the basis for the grievance and include a short statement of the facts giving rise to the allegation and the relief sought. The written response shall include the decision and the rationale for such decision.

5.3.8 Separate Files

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file which shall constitute a "personnel file," within the meaning of the confidentiality provisions of ORS 342.850. Access to those files shall be limited to those with a valid business interest in the case.

5.3.9 Forms

Grievance forms shall be prepared jointly by the administration and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5.3.10 Privacy

Except as otherwise provided by law or by agreement of the parties, meetings and hearings under this procedure shall not be conducted in public.

5.3.11 Reprisals

No reprisals of any kind shall be taken by the District or by any member of the administration against any grievant, representative, member of the Association, due to participation in the grievance procedure.

5.4 Levels and Steps

5.4.1 Level I. Principal or Immediate Supervisor

5.4.1.1 Step 1: An employee grievance or an Association grievance affecting professional educators at a single building shall be raised by the filing of a formal written complaint setting forth the material required by Section 5.3.7, at the office of the professional educator's supervisor.

5.4.1.2 Step 2: Within ten (10) days the grievance shall be discussed by the supervisor and the professional educator and, if requested by the professional educator, persons approved by the Association, one (1) of which shall be designated as the official representative for the professional educator.

5.4.1.3 Step 3: In the event no settlement occurs at the Step 1 meeting, the supervisor, within ten (10) days of the meeting, shall set forth the reasons for the decision.

5.4.1.4 Step 4: In the event no settlement occurs at Step 3, the grievance may be appealed to Level II by filing a written appeal within ten (10) days of receipt of the Step 3 response. Such appeal must specify the portions of the Step 3 response which are in disagreement and the manner in which each portion is in error.

Tentative Agreement 4-13-23

5.4.2 Level II. Chief Human Resources Officer or designee

- 5.4.2.1 An appeal of a grievance from Level I or a grievance filed by the Association affecting professional educators in more than one (1) building shall be filed at this level. In addition, certain administrative actions included in Section 5.1.1.4 shall also be initiated at this level. Only the Association may initiate or forward a grievance to Level II.
- 5.4.2.2 Step 1: Within ten (10) days of receipt of the grievance, the Superintendent or designee shall conduct a grievance hearing.
- 5.4.2.3 Step 2: Within ten (10) days following completion of the Level II, Step 1 hearing, the Chief Human Resources Officer or designee shall provide a written decision to the parties. However, at the request of the Chief Human Resources Officer or designee, or the grievant, ~~an informal hearing~~ **meeting** will be held within five (5) days to discuss the grievance and decision. In such case, the written decision shall be issued within five (5) days following the meeting.
- 5.4.2.4 Step 3: If the grievance is not settled at Level II, Step 2, a copy of the decision of the Chief Human Resources Officer, or designee shall be submitted to the Superintendent and the Board of Education.

5.5 Arbitration

- 5.5.1 If a grievance is not resolved at Level II, it may be appealed to arbitration within sixty (60) days of receipt of the Level II Step 2 decision. Only the Association may appeal a grievance to arbitration.

5.5.2 Requesting an Arbitrator

After receipt of the Level II, Step 2 response or decision, the Association may request a list of seven (7) Oregon and Washington arbitrators from the Oregon State Conciliation Service who are members of the American Arbitration Association Labor Panel. A copy of the request shall simultaneously be filed with the District. Each party shall then alternately strike one (1) name from the list supplied until one (1) name remains and that person shall be arbitrator. The winner of a coin toss shall be the first to strike names. In the alternative, the parties may jointly agree upon any person to serve as arbitrator.

5.5.3 Authority of Arbitrator

The arbitrator shall be encouraged to issue a decision within twenty (20) days of the close of the hearing or submission of briefs, whichever occurs later. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasons and conclusions. The arbitrator may not add to, subtract from, or modify the terms of this Agreement, and may not award punitive damages. The arbitrator's decision shall be final and binding.

5.5.4 Costs

Fees and expenses for the arbitrator shall be borne equally by the Association and the District.

5.5.5 Attendance

Persons having a direct interest in the arbitration are entitled to attend hearings, but the arbitrator shall have the power to require the retirement of any witness during the testimony of other witnesses.

5.5.6 Evidence

Except for evidence used solely for impeachment or rebuttal or to refresh recollection, evidence shall be restricted to exhibits made known to the other party at least twenty-four (24) hours prior to the first arbitration session and to testimony from witnesses whose names were made known to such party within said time; provided that the arbitrator may, upon a showing of good cause or to prevent injustice, relieve a party from this restriction.

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5.5.7 Affidavits

The arbitrator may receive and consider the evidence of witnesses by affidavit, but shall give it only such weight as s/he deems proper after consideration of any objections made to its admission.

5.5.8 Oaths

Before proceeding with the first hearing, the arbitrator may take an oath of office. The arbitrator may require witnesses to testify under oath administered by any duly qualified person.

5.5.9 Waiver of Oral Hearings

The parties may provide by written agreement for the waiver of oral hearings.

5.5.10 Time and Place

The arbitrator shall fix the time and place for each hearing. At least five (5) days prior thereto, s/he shall mail notice of the time and place thereof to each party.

5.5.11 Order of Proceedings

The arbitrator may, at ~~his/her~~ **their** discretion, vary the normal procedure under which the initiating party first presents the claim (except in discipline cases), but in any case, shall afford full and equal opportunity to all parties for presentation of relevant proofs. The hearings may be reopened by the arbitrator on ~~his/her~~ **their** own motion or on the motion of either party for good cause shown at any time before the award is made, but if the reopening of the hearing would prevent the making of the award within the time specified in these procedures or any other specified time agreed upon by the parties in writing, that matter may not be reopened unless both parties agree upon the extension of such time limit.

5.5.12 Serving of Notices

Each party shall be deemed to have consented and shall consent that any papers, notices or processes necessary or proper for the initiation or continuation of an arbitration under these rules and for any court action in connection therewith or the entry of judgment of an award made thereunder may be served upon such party (a) by mail addressed to such party or ~~his/her~~ **their** attorney at ~~his/her~~ **their** last known address, or (b) by personal service on such attorney or the Employee Relations Department or the Office of the Association as applicable.

5.5.13 Communication with Arbitrator

Except as expressly authorized herein, there shall be no communication between the parties and the arbitrator other than at oral hearings and those necessary to accomplish the filing of evidence, briefs and papers, to arrange the order of proceedings and to provide notice. Prior to contacting an arbitrator, the opposing party shall be given notice by the initiator.

5.5.14 Arbitrability / Review of Arbitration Decision

Upon request of either party, the arbitrator shall first hear and rule in writing on questions of procedural and substantive arbitrability. Grievances, in order to be arbitrable, must have been processed according to this grievance procedure. Grievances must include only those issues described in Section 5.1.1 unless otherwise agreed to by the parties. Grievances shall be heard unless the contract clearly is not susceptible to the interpretation cited in the grievance. Ambiguity shall result in the grievance being considered. If neither party requests a separate hearing on grounds of arbitrability, and if the arbitrator still rules that a grievance is not arbitrable, s/he shall not comment on the merits of the grievance in any way.

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5.5.15 Conflict of Interest

No person shall serve as arbitrator in any arbitration in which he or she has any financial or personal interest in the result of the arbitration, unless the parties, in writing, waive such disqualification. Prior to accepting the appointment or immediately upon receiving notice of this rule, whichever is later, the prospective arbitrator shall disclose to the parties any circumstances likely to create a presumption of bias or which might disqualify ~~him or her~~ **them**. If either party declines to waive the presumptive disqualification, the vacancy shall be filled in accordance with the procedures described below.

5.5.16. Substitute Arbitrator

If any arbitrator shall resign, die, withdraw, refuse or be unable or disqualified to perform the duties of the office, it shall be vacant, and the matter may be reheard by a new arbitrator. A party desiring to fill such vacancy and continue arbitration must give notice thereof to the other party at the Oregon Employment Relations Board within five (5) days of the date of receipt of knowledge of the vacancy and request that the Employment Relations Board furnish an additional list of seven (7) arbitrators. The successor shall then be selected in the same manner as in the original selection.

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ARTICLE 6 WORK YEAR

Except as provided by Article 16, paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at in-service classes are excluded from this Article and are covered by Article 16 and Appendix B.

6.2 Standard Work Year

6.2.1 The standard work year for professional educators shall be ~~192~~ 193 contract days consisting of:

6.2.1.1 ~~177~~ 176 instructional days for all grade levels

6.2.1.2 ~~Six~~ Four and one half (~~6-1/2~~) (4 1/2) planning day

6.2.1.3 Four (4) grading days

6.2.1.4 Two and one half (2-1/2) Professional Development Days.

6.2.1.5 Six (6) paid holidays or seven (7) paid holidays for those Professional Educators whose workday extends over Juneteenth.

6.2.2 The traditional state-wide in-service day shall not be part of the standard work year.

6.3 Extended/Reduced Work Year

6.3.1 The District, at its discretion, may extend the contract year for professional educators who work in schools identified by ODE for comprehensive or targeted support by up to three (3) additional professional development days paid at the professional educator's per diem rate of pay. These days shall be scheduled contiguous to the standard school year through a collaborative process between the professional educators and the building administration. This section may be extended to professional educators for two (2) years after the comprehensive/targeted support designation has ended.

6.3.2 The District shall determine the number of additional contract days in a 6.3.1 prior to the beginning of the staffing process in the preceding school year.

6.3.3 Professional educators working in schools that have a change in grade levels (e.g.: newly converted middle schools or newly converted PK-5 feeder schools) shall have mandatory additional paid professional development days added to their contract year. This only applies to the school year of the prior to conversion and the school year of after the conversion. Added days shall be as follows:

6.3.3.1 Newly converted middle schools: two (2) additional professional development days.

6.3.3.2 PK-5 feeder schools: one (1) additional professional development day.

6.3.3.3 Other schools: The District and PAT shall meet to determine if the number of added professional development days shall be one (1) or two (2). If no consensus is reached, one (1) day shall be added.

6.3.3.4 Added days shall be compensated at the professional educator's per diem rate of pay.

6.3.3.5 The District shall include the additional professional development days in the annual calendar and notify the professional educators assigned to work in these buildings at least three months in advance of these days unless newly hired or transferred to the schools within a shorter time period. If professional educators do not receive the three-month notice, they are not required to attend the added professional development days and shall follow the standard published calendar.

6.3.4 Sections 6.3.1 – 6.3.3 are meant to extend the contract year for all positions.

6.3.5 New Professional Educators

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6.3.5.1 New Professional Educator Orientation

Newly hired professional educators shall be required to attend one orientation day which shall be paid at the professional educator's per diem rate of pay. At least one-half of the day shall be dedicated to the basic practical details of employment including but not limited to key contract provisions, substitute teacher finder, attendance and record keeping, leaves of absence, hardware and software requests and setup, etc.

The Association and the District Human Resources Department shall jointly create the agenda and jointly coordinate the presentation of material on this day. In addition, the Association shall continue to be afforded at least one (1) hour of time on the agenda to meet with the new professional educators. The new professional educator orientation shall be scheduled ~~the Friday within one (1) week~~ preceding the beginning of the standard work year and again on the statewide in-service day for those who have not previously attended this orientation. **No other meetings shall be scheduled on the orientation day.** Additional new professional educator orientations may be scheduled by mutual agreement between the parties.

The Association will receive (60) minutes with newly hired bargaining unit member who did not attend the New Employee Orientation at the start of the School Year. This Orientation will occur monthly and all new employees shall be directed to attend. All new hires and designated Association representatives who attend the orientation shall not suffer a loss of pay or benefits.

Newly employed professional educators who have a position with the District requiring an extended year (202- and 207-day work years) shall be able to attend the orientation

6.3.5.2 New Professional Educator Training

The District may mandate the equivalent of up to two additional paid training days for newly hired professional educators. If these days are scheduled beyond the start of the standard work year, the newly hired professional educator shall receive at least one month's advance notice of scheduling.

6.3.6 Professional educators who work beyond the ~~192-193~~ day work year shall be paid a daily rate of pay computed at ~~1/192~~ **1/193** of their annual basic salary. With the exception of Sections 6.3.1, 6.3.3, 6.3.4, 6.3.5, 6.3.7, 6.3.8, and 6.3.9, professional educators shall not be assigned work beyond the standard work year unless there is mutual agreement between the administrator and the professional educator. Professional educators who work less than the ~~192-193~~ day work year shall have their salary adjusted downward using the same daily rate of pay formula.

6.3.7 ~~Media specialists/~~ **Teacher-librarians** shall be placed by the District on a work year of 202 days or 207 days for those responsible for more than one library. **For teacher-librarians with more than one assignment, the principal and teacher-librarian will mutually agree upon the number of days.** Up to ten (10) additional days will be available when warranted by workload and mutually agreed upon by the administrator and the librarian. Central Staff Professional Librarians are employed on a twelve-calendar month basis with one (1) month vacation pay.

6.3.8 Counselors shall be placed by the District on a work year of 202 days. **At least 5 days will be before the first work day of the 193-day work year calendar and 4 days after. In addition, Up to ten (10) additional days will be available when warranted by workload and mutually agreed upon by the administrator and the counselor. Scheduling of the additional days shall be mutually agreed upon.**

~~6.3.9 Athletic Directors shall be placed on a work year of 202 days.~~

6.4 Holidays

6.4.1 The six paid holidays shall be: Labor Day, Veterans Day, Thanksgiving, New Year's Day, Presidents Day, and Memorial Day. **Juneteenth is paid to those Professional Educators whose work year extends over the Juneteenth holiday.**

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- 6.4.2 To receive pay for a paid holiday, a professional educator must work (or be on paid leave) on the workday immediately preceding or following the holiday. If the first day of work for the newly hired professional educator is immediately following the holiday the professional educator will not receive pay for the holiday.

6.5 Planning Days and Grading Days

- 6.5.1 A minimum of one full day and one half (1.5) planning days shall be scheduled prior to the first student day in the fall. These days shall be reserved for professional educators to set-up and plan for the beginning of the year.
- 6.5.2 There shall be one (1) planning day scheduled at the end of **the first three quarters** ~~each quarterly grading period~~ for a total of ~~four (4)~~ **three (3)** days; ~~plus one day at the end of the year. However, professional educators shall have a minimum of two (2) full working days to submit grades/progress reports at the end of each grading period.~~ No voluntary or mandatory trainings or professional development or meetings may be scheduled for professional educators on these planning days. **Two hours of each planning day may be used for admin directed professional learning.**
- 6.5.3 One-half (1/2) of ~~planning each grading day time~~ may be used by administration for meetings with ~~professional educators that do not submit grades. Child Development Specialists, Qualified Mental Health Professionals QMHPs, School Social Workers, School Psychologists, Audiologists, and Student Service Specialists.~~ **Planning days remain educator-directed.**
- 6.5.4 **There shall be one (1) grading day scheduled at the end of each quarterly grading period for a total of four (4) days. However, professional educators shall have a minimum of two (2) full working days to submit grades/progress reports at the end of grading periods 1, 2, and 3. At the end of the 4th grading period, professional educators will submit grades prior to checking out with their administrator for summer break. No voluntary or mandatory trainings or professional development or meetings may be scheduled for professional educators on these grading days.**

~~6.5.5 Special Education Case Management Time:~~

~~In addition to contractually provided planning days, special education professional educators required to conference with parents and write IEPs shall be provided six (6) four (4) days of released time, per year, for that purpose. A special education professional educator may elect to use these days or the equivalent hours before or after the school year or outside his/her their workday at his/her their per diem hourly rate of pay. [Moved to new SPED article.]~~

6.6 Professional Development Days

The District will schedule two full and one half (2.5) district-directed professional development days prior to the first student day. **All calendared early release days will be used for professional development and learning directed by the district or the administrator.**

Administrator directed professional development shall be planned in collaboration with the Instructional Leadership Team.

The District shall prioritize providing training for educators on new curriculum and new initiatives within the work day and work year.

6.7 Evening Events / Parent-Teacher Conferences

- 6.7.1 Professional educators may be required to participate in ~~two~~ up to three (3) ~~(2)~~ evening school events per school year. However, principals will make a reasonable effort to see that professional educators are not required to attend more than two (2) evening events a year. Evening events shall generally last no more than two (2) hours and end by 9:00 p.m. on Monday through Thursday. Two-week's written notice shall be provided to affected professional educators. Evening events shall generally not be required on **major religious and cultural holidays as recognized on the district calendar**, Fridays or on days preceding holidays. This provision does not apply to Social Workers, Child

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Development Specialists, School Psychologists, Audiologists and Student Services Specialists.

- 6.7.2 In addition, the District shall schedule two (2) parent conferences in the evening on two consecutive evenings. The two consecutive evening conferences must be scheduled after the planning day that follows the end of the first quarter. The calendar day following the second evening conferences scheduled must not be a workday (e.g.: can be an unworked holiday). A duty-free dinner break of at least sixty (60) consecutive minutes shall be scheduled prior to evening conferences. Evening conferences shall last no longer than three (3) hours and shall conclude by 8:30 p.m.
- 6.7.3 In consideration of the two consecutive evening conferences scheduled, the professional educators shall be given one paid day off which shall be notated as such on the District's published calendar.
- 6.7.4 Modifications to this provision must be processed using the contract exception process described in Article 1 of this Agreement.
- 6.7.5 At the request of a parent/guardian, a professional educator shall schedule a make-up conference for the parents/guardians who missed the regularly scheduled conference. **No educator may be required to schedule a make-up conference outside of the standard work-day.**
- 6.7.6 **The District and PAT will meet to collaboratively define expectations for virtual and in person conferences, including but not limited to attendance, work location and duration.**
- ~~6.7.7 District will explore a pilot with a small group of schools to hold conferences differently (through the contract exception process for the 2019-20 school years).~~

~~6.7.7.1 Options for consideration in this pilot include but are not limited to:~~

- ~~a. Tracking number of hours for conferences to be scheduled based on parent and teacher availability rather than having specific days scheduled~~
 - ~~i. Logistics related to things like dinner breaks for teachers and time beyond which conferences can't be schedule must be considered~~
 - ~~ii. Exploring if HS should do something different~~
 - ~~(1) First day open conference and second day invite only; or~~
 - ~~(2) Spring conferences~~
 - ~~iii. Video conferencing~~
- ~~b. Pilot must take into consideration other groups that may be affected such as:~~
 - ~~i. Custodians~~
 - ~~ii. Nutrition Services~~
 - ~~iii. Transportation~~
 - ~~iv. Educational Support Professionals~~
- ~~c. With respect to the pilot references above, the District shall circulate a bulletin following the 2016 Fall Parent/Teacher Conferences to Senior Directors and building leadership encouraging and promoting the ability to explore new ways to conduct Parent/Teacher Conferences for the 2019-20 school years.~~
- ~~d. The District's Office of School Performance (OSP) will summarize the results of the pilot referenced above and present that summary to PAT Contract Administration Committee no later than May 1 of each year.~~

6.8 The district will not hold staff meetings or required committee meetings during parent-conference week.

6.9 School Calendar

- 6.9.1 By January 15 of each year, the Association shall submit to the Superintendent its recommendations regarding the school calendar for the subsequent school year. With respect to the calendar ultimately adopted, the District retains the right and authority to change the days on which school shall be held and make other adjustments to the school calendar; provided such adjustments are consistent with

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this article. No change in this calendar shall result in any reduction of the annual salary provided for professional educators by this Agreement or in increasing the aggregate number of workdays without the consent of the Association.

6.9.2 Professional Development days and planning days shall be set in the school calendar before the end of the prior school year.

6.9.3 The following shall be considered when determining the school calendar:

6.9.3.1 Instructional days, added Professional Development days for schools identified by ODE for comprehensive/targeted support (per Section 6.3.1), and District organized Professional Development cannot be scheduled on the following days:

- a. Martin Luther King, Jr. Day
- b. Day after Thanksgiving
- c. The calendar week in which July 4th falls
- d. December 24th to and including January 1st
- e. Saturdays
- f. Sundays
- g. All recognized PAT holidays
- h. The Monday preceding the beginning of the work year
- i. **Juneteenth**

6.9.3.2 This exclusion does not include:

- a. Extended Responsibility
- b. Clubs
- c. Outdoor school
- d. Field Trips
- e. Competitions
- f. Athletics
- g. Non-District organized Professional Development/Events/ Training

6.9.4 Inclement Weather

6.9.4.1 The District may schedule up to a total of three inclement weather make-up days for school closures. Days not scheduled in advance on the District school calendar may not be required make up days. **The District will let professional educators know by April 1st of each year if they will be required to make-up any inclement weather days.**

6.9.4.2 With thirty (30) day notice, the District may use Presidents' Day as one of the three make-up days.

6.9.4.3 The four (4) potential make-up days shall be marked on the school calendar, but professional educators will be required to make up a maximum of three unless 6.8.4.4 is required.

6.9.4.4 Notwithstanding 6.8.4.1, if the three days are insufficient for the District to meet the state required instructional time, the District and Association shall meet and discuss options. In the absence of an agreement how to make up days, the District may require professional educators to work additional days at the end of the year necessary to meet state requirements.

6.9.4.5 The District counts instructional minutes and parent-teacher conference days towards meeting the state required instructional time.


6.9.4.6 If the District converts instructional days to professional development days, it will count those days toward state required instructional time **up to the maximum allowed by law.**

6.9.4.7 The District will consider inclement weather when setting the seniors' graduation date.

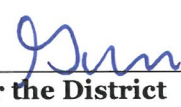
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Article 6 Tentative Agreement



For the Association 11/20/23 Date

 11/20/23

For the District Date

Article 7 - PAT Package Proposal 11/18/23 Tentative agreement

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ARTICLE 7 WORKDAY

- 7.1 Except as provided by Article 16, paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at in-service classes are excluded from this Article and are covered by Article 16 and Appendix B.
- 7.2 Workdays for professional educators shall only be Monday through Friday.
- 7.3 The standard workday for professional educators, except as provided in Section 7.4 below, shall be ~~seven hours and 45 minutes~~ **eight (8) hours. On ten (10) Tuesdays, planning time outside of the student day may be used for staff meetings for up to 60 minutes. This will not extend the professional educators' work day beyond eight (8) hours. The last fifteen (15) minutes of time during the work day shall be designated as individual planning time for professional educators, except on Tuesdays on which staff meetings are held. On those Tuesdays, the last fifteen (15) minutes of time during the workday will be used as the first part of the 90-minute staff meeting.**
- 7.4 **The standard workday for professional educators working at High Schools shall be seven hours and 45 minutes. The last fifteen (15) minutes of the work day shall be designated as individual planning time for professional educators, except on Tuesdays on which educator professional learning is held. On those Tuesdays, the last fifteen (15) minutes of time during the workday will be used as the first part of the 90-minute staff meeting. Up to 1 minute per daily class period of the duty time referenced in Section 7.5 below may be converted to student instructional time.**
- 7.4.1.1 8-hour workday for Child Development Specialists, **School** Social Workers, School Psychologists, Audiologists and Student Services Specialists.
- 7.4.1.2 The workday for Child Development Specialists, **School** Social Workers, School Psychologists, Audiologists and Student Services Specialists shall be eight (8) hours, including a minimum of thirty (30) continuous minutes for duty-free lunch. The daily work schedules shall allow for a fifteen (15) minute rest period in the a.m. and p.m.
- 7.4.1.3 With mutual agreement, Child Development Specialists, **School** Social Workers, School Psychologists, Audiologists and Student Services Specialists may arrange their daily schedule so that time required outside of normal business hours, such as evening or weekend meetings with the parents and students, fall as nearly as possible within the regular eight (8) hour workday and 40-hour work week. The current practices in existence for scheduling the workday for School Psychologists, **School** Social Workers, Child Development Specialists, Audiologists and Student Services Specialists will continue throughout the duration of the Agreement.
- ~~7.4.2 This section does not apply to any other professional educators not specifically listed above.~~
- 7.5 The workday for professional educators in the building shall begin at least fifteen (15) minutes before the student day and shall extend at least fifteen (15) minutes beyond the student day. Professional educators shall not be required to perform duties for more than seven-and-one-half (7½) minutes of the fifteen (15) minutes immediately before and/or for more than seven-and-one-half (7½) minutes of the fifteen (15) minutes immediately after the student day. No professional educators shall be required to report prior to 7:45 a.m. or remain later than ~~4:15~~ **4:30 p.m.** For program reasons, the afternoon ending time can be adjusted to ~~5:15~~ **5:30 p.m.** for a few professional educators in a building providing that volunteers will be solicited whenever possible. The two above exceptions will not extend the number of hours in a standard workday.
- 7.6 **Professional educators may make reasonable adjustments to their daily and weekly schedule, with prior written approval of their building administrator, to accommodate professional obligations and to meet personal needs. Any adjustments may not impact student instructional time.**
- 7.7 If an administrator requests that a professional educator provide instruction (e.g. tutoring or small group instruction), **complete required training, or tasks as referenced in 12.5.1,** outside of the

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professional educator's workday, and the professional educator volunteers to do so, such professional educator shall be compensated at their ~~per diem~~ hourly rate of pay.

7.8 Duty-free Lunch

7.8.1 All professional educators who work two-thirds (2/3) or more shall have a minimum of thirty (30) continuous minutes of duty-free lunch. Regardless of FTE, any professional educator who works a full day shall have thirty (30) continuous minutes of duty-free lunch on that day.

7.8.2 Passing time during which a professional educator has direct responsibility for students shall not be part of the thirty (30) minutes duty-free lunch. Professional educators who leave the school site during such period shall notify the school office.

7.9 Individual Planning Time

7.9.1 Professional educators who work two-thirds (2/3) time who directly provide instructional services to students shall be provided planning time during the workday as follows:

7.9.1.1 High Schools (Grades 9-12): Not less than the equivalent of one (1) standard class period per day.

7.9.1.2 Middle Schools (Grades 6-8, except self-contained 6th grade classes): Not less than the equivalent of one (1) standard class period per day, **and at least four hundred and ten (410) minutes per standard work week (prorated for partial weeks).**
STARTING IN THE 2024-25 SCHOOL YEAR

7.9.1.3 Elementary Schools: Not less than ~~three hundred and twenty (320)~~ **four hundred and ten (410) minutes** per standard work week (prorated for partial weeks). There shall be at least one daily block of planning time of at least forty (40) continuous minutes
STARTING IN THE 2024-25 SCHOOL YEAR

7.9.1.4 Regardless of FTE, any professional educator who works a full day shall have planning time on that day.

7.9.2 **Professional educators who work at least half time (.5), but less than two-thirds (2/3) time who provide instructional services to students shall receive a prorated amount of weekly planning time called for in 7.9.1.1 through 7.9.1.4, and 7.9.1.6 if applicable, based upon the professional educator's FTE.**

7.10 Co-Teaching

7.10.1 **Co-teaching is the practice of pairing teachers together in a classroom to share the responsibilities of planning, instructing, and assessing students. In a co-teaching setting, the teachers are considered equally responsible and accountable for the classroom. This model differs from push-in (one educator responsible for certain students in a group) and team teaching (one educator is responsible for the students for only part of the curriculum).**

7.10.2 **Reasonable effort will be made to provide common planning periods to improve collaboration with general education teachers that are co-teaching. When common planning cannot be achieved, up to ten (10) hours per school year per partnership may be submitted by each co teacher for common co-planning outside the work day.**

7.11 Restroom Breaks

The building principal shall ensure that arrangements are made for restroom breaks for professional educators.

7.12 Meetings/Trainings

7.12.1 Professional educators may be required on **ten (10) ~~thirty (30)~~ Tuesdays** during the school year to attend meetings or training sessions **starting at the beginning of the teachers' workday and**

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ending fifteen (15) minutes prior to the start of the student day or starting fifteen (15) minutes after the student day ends at the beginning of the fifteen (15) minute planning time at the end of the day and continuing for up to one hour and fifteen minutes beyond the workday. This will not extend the professional educators' work day beyond eight (8) hours.

7.12.1.1 Professional educators who work in High Schools may be required on thirty (30) Tuesdays during the school year to attend meetings or training sessions starting at the beginning of the fifteen (15) minute planning time at the end of the day and continuing for up to one hour and fifteen minutes beyond the workday.

7.12.2 The District will publish a schedule of the ~~thirty (30)~~ staff meetings before the end of the prior school year.

7.12.3 Professional educators will be responsible for completing ~~four (4) hours of~~ District mandatory **online training during any administratively directed time. For high school professional educators**, there will be no staff meetings on at least two (2) Tuesdays between the start of the school year and the due date of the mandatory online training.

7.12.4 **For professional educators who work in high schools as** Child Development Specialists, **School** Social Workers, School Psychologists, Audiologists and Student Services Specialists may be required to attend trainings or meetings beyond the work day on Tuesdays only if the trainings or meetings fall within their workday/workweek provisions as set out in paragraph 7.4.1.3.

7.12.5 Part-time professional educators shall not be required to attend meetings/trainings that are not contiguous with their workday. Required attendance at meetings/trainings contiguous with the workday and at evening events / Parent/Teacher Conferences shall be pro-rated for part-time professional educators.

7.12.6 The District shall provide each professional educator professional development on implicit bias, anti-racism, and culturally responsive practices. These trainings will be available to all professional educators within the workday and standard work year. PAT will review providers prior and give feedback after trainings through the IPC.

7.12.7 Professional educators may be required to take part in Professional Learning Communities (PLCs) or similar meetings during the workday. PLC time scheduled by administration does not count as planning time.

7.13 Itinerants

7.13.1 The workday of a professional educator who works in more than one (1) building or is assigned outside the District shall not exceed the workday above and shall be covered by planning time and other provisions of this Article.

7.13.2 An adequate amount of travel time shall be allowed for professional educators who must change worksites during the workday.

7.13.3 Neither planning time nor the duty-free lunch time shall be used for travel time between worksites.

7.13.4 If there are disagreements over the itinerant professional educator's schedule and workload, the supervisor(s) and the building representative(s) shall write a summary of the dispute and submit the summary to the Human Resources and the Association for resolution.

7.14 Work Spaces

7.14.1 All professional educators who are not assigned a dedicated classroom shall be provided adequate storage (as collaboratively determined by the professional educator and the building administrator) space in which to keep students' work, supplies, and equipment.

7.15 Part-time

7.15.1 The workday and work load for part-time professional educators shall be proportional to that of full-time professional educators.

Article 7 - PAT Package Proposal 11/18/23 Tentative agreement

- 7.15.2 The workday for part-time professional educators shall be stated as a percentage of full-time in accordance with the chart below. Other percentages shall be calculated in the same manner.

Workday – 7.0 Hours 45 Minutes

<u>Percentage</u>	<u>Time</u>
10% (.10)	47 minutes
20% (.20)	1 hr. 33 minutes
25% (.25)	1 hr. 56 minutes
30% (.30)	2 hrs. 20 minutes
40% (.40)	3 hrs. 06 minutes
50% (.50)	3 hrs. 53 minutes
60% (.60)	4 hrs. 39 minutes
66% 2/3%	5 hrs. 07 minutes
70% (.70)	5 hrs. 26 minutes
75% (.75)	5 hrs. 49 minutes
80% (.80)	6 hrs. 12 minutes
90% (.90)	6 hrs. 59 minutes
100% (1.0)	7 hrs. 45 minutes

Workday – 8 Hours

<u>Percentage</u>	<u>Time</u>
10% (.10)	48 minutes
20% (.20)	1 hr. 36 minutes
25% (.25)	2 hours
30% (.30)	2 hrs. 24 minutes
40% (.40)	3 hrs. 12 minutes
50% (.50)	4 hours
60% (.60)	4 hrs. 48 minutes
66% 2/3%	5 hrs. 20 minutes
70% (.70)	5 hrs. 36 minutes
75% (.75)	6 hours
80% (.80)	6 hrs. 24 minutes
90% (.90)	7 hrs. 12 minutes
100% (1.0)	8 hours

- 7.15.3 FTE for part-time professional educators may fluctuate from year to year from .5 FTE to .66 FTE, .67 FTE to .74 FTE, .75 FTE to .99 FTE based on the needs of the particular assignment. A reduction in FTE that results in a reduction of benefits/planning time/lunch etc. for the professional educator shall be considered a layoff subject to the provisions of Article 20. **[Bargaining note: CCL, unless it is changed in article 18 discussions].**
- 7.15.4 If there are disagreements over the part-time professional educator's schedule and/or workload, the supervisor and the building representative shall write a summary of the dispute and submit the summary to the Human Resources and the Association for resolution.

Article 7 Tentative Agreement

 11/19/23
For the Association Date

 11/20/23
For the District Date

ARTICLE 8 WORKLOAD

8.1 Except as provided by Article 16, paid extended responsibility assignments, paid extra duty assignments, and voluntary attendance at in-service classes are excluded from this Article and are covered by Article 16 and Appendix B.

8.2 The workload of professional educators shall be generally comparable to that which existed in the 2017-18 school year.

Beginning in the 2024-2025 school year, the District will make a good faith effort to establish that the class size, teaching load, and caseload do not exceed the threshold listed in the table below, except as otherwise provided in the remainder of this article.

8.3 Class size, Caseload and Overload Pay

8.3.1 ~~Language relating to overloads and class/caseload caps~~ ~~Section 8.3~~ shall remain in effect in a status quo period.

8.3.2 Both parties recognize and agree that overload numbers are not a staffing model.

8.3.2.1 Student loads will be calculated on the third Monday in October and the third ~~Tuesday~~ Monday in February. If a professional educator's load exceeds the limits in 8.3.3, the District will implement one of these options:

a. Within two weeks, move students to meet the limit.

~~b.~~ Within two weeks provide .5 FTE educational assistant for an elementary general education classroom, or a paraeducator for a special education classroom. Educational Assistants or Paraeducators assigned to classrooms to address overage shall not be used for other building needs, except in the case of an emergency. Except as provided in 8.3.2.2, the professional educator may decline the assistant or paraeducator and select the stipend (8.1.1.1.c), and at the same time refer the matter to the Class Size Committee process, as set forth below in 8.3.7.

~~c.~~ Pay any professional educator over a threshold a stipend equal to 1.5% of the base BA+015 salary per semester; in accordance to the amount listed in the chart in 8.3.3.1 and at the same time refer the matter to the Class Size Committee process, as set forth below in 8.3.7.

8.3.2.2 Assistants or paraeducators already assigned to the class due to threshold estimates will count towards this relief and may not be declined in favor of a stipend. Within two weeks of the beginning of each semester, the District shall provide the Association a list of assistants and/or paraeducators who are intended to provide overage relief, and the paraeducators' assignments.

8.3.2.3 The stipend will be paid as part of the next payroll period.

8.3.2.4 The methodologies for determining which classes are regular or performance classes and how to count students in certain class configurations are addressed in Sections 8.3.16 and 8.3.17. [Bargaining Note: correct the article referenced]

8.3.2.5 For professional educators in multiple buildings, or for professional educators working less than 1.0 FTE, the stipend will be prorated.

8.3.3 Portland Public Schools believes all students deserve the full range of educational opportunities and student supports that a robust, well-rounded education affords. A well-rounded education is one that meets the Oregon state education standards by providing students with learning opportunities

that give them the skills to succeed in school, college and career. A well-

8.3.4 rounded education also provides the parents and students who make up the Portland Public Schools community a safe and productive educational environment.

8.3.5 District Policy 2.10.010-P (Racial Educational Equity Policy) states, "Portland Public Schools will significantly change its practices in order to achieve and maintain racial equity in education." This obligates the District and Association to agree to initiatives aimed at raising achievement for all students while closing gaps among different groups of students and eliminating the racial predictability of disparate academic outcomes. **[Bargaining note: may be moved to top of document during housekeeping]**

8.3.6 Guidelines

8.3.6.1 The target size identified in the following charts do not trigger overage payments or other relief, but are recognized by the parties as goals.

8.3.6.2 Effective July 1, ~~2018~~ **20223**, the following teaching/caseload thresholds shall be established, with the expectation of providing overload pay to individual professional educators if the District chooses to exceed these thresholds.

a. Elementary (K-5)

Position	Target Size	Teaching Load Threshold for Overload Pay	% of Base Salary increased per Student over the Threshold
K	18	24	3% (1.5% each semester) per student over the Threshold [Bargaining Note: "per student over the threshold" added for clarity]
1	20	26	3% (1.5% each semester) per student over the Threshold
2-3	22	26	3% (1.5% each semester) per student over the Threshold
4-5 (and self-contained 6 th grade)	22	28	3% (1.5% each semester) per student over the Threshold
Elementary Specialists Core Enrichment Professional Educators* including teacher librarians	26	Determined by average overload of the building beginning with the average of 1.0 overage. The average will be rounded to the closest whole number thereafter	3% (1.5% each semester) per student over the Threshold

* Elementary "Core Enrichment Professional Educators" are educators who instruct Dance, Visual Arts, Music, Physical Education, Media Arts, Applied Arts, Theater Arts, Teacher Librarians and all educators who were formally referred to as 'specialists'.

b. Middle School / High School Grades (6-12)

Position	Target Size	Teaching Load Threshold for Overload Pay	% of Base Salary increased per Student over the Thresholds
MS Professional Educators	125	150	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
HS Professional Educators	135	160	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
MS/HS Physical Education Professional Educators	150	175-190	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
MS/HS Performing Arts Professional Educators	175	225-230-220	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)
HS Performance Class Teachers		225	Increase salary by 3% (1.5% each semester) per five Students over Threshold (triggered by first student over)

c. Overload Pay for Special Education Teachers and Specialists

Position	Target Size	Teaching Load Threshold for Overload Pay	% of Base Salary increased per Student over the Thresholds
Special Education Teachers Special Schools Program (Pioneer)	7	10 students	Increase salary by 5% (2.5% each semester) per student over the Threshold
Special Education Teachers Self Contained-Focus Classrooms	7	13 students	Increase salary by 5% (2.5% each semester) per student over the Threshold
Special Ed. Teachers (Learning Center HS)	22	32 students	Increase salary by 3% (1.5% each semester) per student over Threshold
Special Ed. Teachers (Learning Center MS)	21	31 students	Increase salary by 3% (1.5% each semester) per student over Threshold
Special Ed. Teachers (Learning Center PK-5)	20	30 students	Increase salary by 3% (1.5% each semester) per student over Threshold
Speech and Language Pathologists	30	50 students	Increase salary by 3% (1.5% each semester) per student over Threshold

Speech and Language Pathologist Assistive Tech and Feeding Team	1 to 75	1 to 125	Increase salary by 3% (1.5% each semester) per two (2) students over Threshold (triggered by first student over)
School Counselors (All levels)	1 to 250	1 to 350 students	Increase salary by 3% (1.5% each semester) per ten (10) students over Threshold (triggered by first student over)
Middle School Teacher Librarians/Media Specialists	1 to 500	1 to 850 Students with credit of 375 students for full-time library assistant	Increase salary by 3% (1.5% per semester) per 100 students over Threshold (triggered by first student over)
High School Teacher Librarians/Media Specialists	1 to 900	1 to 1100 Students with credit of 425 students per full-time library assistant and/or 325 students per fulltime book clerk.	Increase salary by 3% (1.5% per semester) per 100 students over Threshold (triggered by first student over)
School Psychologists [Bargaining Note: Returning to CCL would also require editing the Special Education article as described in the cover sheet]	1 to 110	1 to 135 special education students	Increase salary by 3% (1.5% each semester) per five (5) Students over Threshold (triggered by first student over)
School Psychologists in buildings with 25% or more special education students	1 to 110	1 to 135 special education students	Increase salary by 3% (1.5% each semester) per five (5) Students over Threshold (triggered by first student over)
School Social Workers (Elementary) [Bargaining note: Pending MOA on SW threshold workgroup]	1 to 400	1 to 500	Increase salary by 3% (1.5% per semester) per 20 students over Threshold (triggered by first student over)
ESL/ELL Newcomers and Students with Interrupted Formal Education shall be counted as 1.5 students	1 to 30	1 to 57	Increase salary by 3% (1.5% per semester) per 2 students over Threshold (triggered by first student over)
Adapted PE	1 to 36	1 to 55	Increase salary by 3% (1.5% per semester) per 2 students over Threshold (triggered by first student over)

Community Transition Program	Team 1 - 7 Team 2 - 13 Team 3 - 22	Team 1 - 12 Team 2 - 20 Team 3 - 30	<u>Increase salary by 5% (2.5% each semester) per student over Threshold (triggered by first student over).</u>
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8.3.6. Elementary specialist classes will not exceed 35 students per class.

8.3.7. Annually, the District will provide its staffing ratios as part of its Staffing Guidelines and Core Program Requirements. In the event the District intends to modify the Staffing Guidelines it shall provide at least thirty (30) days' notice and upon request meet and discuss with PAT prior to making such changes.

8.3.8. The District will continue to pay overages in the 2023-24 school year and all subsequent years according to the provisions of this agreement, unless an alternative solution is agreed to by the parties.

8.3.9. Class Size Committee:

The parties acknowledge that circumstances could arise where exceptions to the above class size thresholds. The building level committee will meet when the conditions in Article 8.3.2.1 are met related to class size, caseload and overage pay, as set forth above. The Class Size Committee may take into consideration efforts to keep families together, enrollment patterns, population shifts, a decrease in state or federal funding, an unusual variation between school enrollments at different grade levels or to allow the district to avoid creating split grade level (aka "blended") classes. Possible options may include but not be limited to: rebalancing classes, multiple grade-level blends or combination classes, assigning educational assistants or other push-in support, using existing licensed FTE, or other school based options, taking into account programmatic, individual student needs, physical space constraints, and competing needs. The committee shall not discuss personally identifiable information contained in student educational records in order to avoid Family Educational Rights and Privacy Acts (FERPA) violations.

8.3.9.1. Teachers will not be asked individually to exceed these limits. To address a single class size or caseload exceeding a threshold, the building administrator may meet with the building Association representative and the affected professional educator to discuss the class size or caseload thresholds and to collaborate on solutions. In no event will a solution be implemented without the review and consultation of the building Association's representative and impacted teacher(s). If the issue is not resolved, it may be brought to the class size committee for resolution; the process described in Section 8.3.7.3 shall not apply to a single class-size or student issue.

8.3.9.2. Schools will form a class size committee, on an as needed basis. The committee shall be composed of the following voting members:

8.3.9.2.0. School Principal

8.3.9.2.1. Assistant/Vice-Principal or other administrator selected by the District

8.3.9.2.2. A teacher from an affected classroom or other staff member in the affected license area. This person will be chosen by the PAT Building/Association Representative.

8.3.9.2.3. A building rep OR another licensed staff person appointed by the Association

8.3.9.3. All affected teachers will be invited to attend the Class Size Committee to participate in the discussion of possible solutions. Upon mutual agreement of the Association and an administrator, two (2) parents/guardians will be jointly appointed invited to attend by the principal and the association building representative to participate in the discussion of possible solutions not centered on a specific student or class. If the principal and the association representative are unable to agree on two parents/guardians to appoint, the principal will appoint one parent/guardian and the association will appoint the other while taking in consideration the diverse school community, including race, gender, ability, language & socio-economic status. Lack of parent/guardian involvement will not preclude the committee from developing recommendations.

8.3.10. All affected teachers will be invited to attend the Class Size Committee to participate in the discussion of possible solutions.

8.3.11. The Class Size Committee will convene, if necessary one to three times between March 1st and October 1st, during the educator work year, and other times as needed.

8.3.12. If a solution is not reached at the building level, the district's Chief of Schools **or their designee**, and a representative from the Association will meet and make a good faith effort to resolve the issue.

8.3.13. The parties may agree to submit any disputes not resolved after the building level class size committee process, to mediation, and will request the appointment of a mediator from the State of Oregon.

8.3.14. If the previous steps of the process have not resulted in a resolution, the superintendent (or their designee) and the President of PAT (or their designee) shall meet for a final effort to resolve the issue.

8.3.15. When the building-level above outlined process for addressing class-size concerns is observed, the implemented outcome is not subject to the grievance procedure.

8.3.16. The methodology for identifying performance classes is as follows:
Classes such as PE, band, choir, physical education and theater are performance classes. Any class that is more like a traditional academic class such as history or biology would not be considered a performance class. For example, Sports Physiology, which is listed in the course description as a challenging academic course requiring course work and study is a course more akin to biology and is not a performance class. History and literature of the theater is more akin to literature courses and is not a performance class. Drama – Stage craft is more akin to performance classes like Dance Technique or Weight Training. Classes labeled as “student support, tutorial, and study skills” shall be classified as regular classes. Performance classes are distinguished by being more of the nature of a “performance” or “production” as compared to a traditional “academic” class in which there is direct instruction. The parties shall meet as necessary (but at least annually) to review the list of classes and to determine if new classes should be listed as performance classes for purposes of Article 8.

8.3.17. Special student count rules:

8.3.17.1. Teaching Assistants and Peer Mentors shall not be counted towards student loads, so long as the teacher voluntarily agrees to have these students in ~~his/her~~ **their** classroom and so long as the total number of teaching assistants or peer mentors for a full-time teacher does not exceed ten (10). A teacher shall not accept more than ten (10) teaching assistants or peer mentors.

8.3.17.2. **All students shall be counted as a minimum of 1 student for all counts.**

8.3.17.3. Students in an independent study do not count on that teacher's load, so long as

the teacher voluntarily agrees to have the student in ~~his/her~~ **their** classroom and there are no more than two (2) students in the independent study per class period, and no more than a total of six (6) students in independent study. A teacher shall not accept more than two (2) students per period in independent study or more than six (6) total.

8.3.17.4. Students in “double blocks” shall be counted in each class.

8.3.17.5. The target size for any blended class shall be the lower of the two grade level groups. For example, a 3rd/ 4th class shall be counted as if it was a 3rd grade class.

8.3.17.6. Refer to the overage methodology for any student not specifically identified in this article.

8.4. Overload Relief for Exceeding a Number of Unique Preparations

8.4.1 Section 8.4 shall remain in effect in a status quo period.

8.4.2 The District will pay \$1,000 per semester to a professional educator who functions as a high school, middle school or departmentalized 6-8 grade classroom teacher for each additional unique preparation over three (3). The District will produce a report of preparation each semester to monitor and inform the District and Association of the situation.

8.4.3 Preparations are defined as the number of unique courses for which a professional educator must prepare (e.g., Algebra 1, US History). AP and IB courses shall be considered unique courses.

8.5 Duties

Duties assigned during the workday to professional educators shall not infringe upon their duty-free lunch period and/or planning time. Good faith consideration of fairness and balance will be made in assigning such duties to professional educators.

8.5.1 SLPs, School Psychologists, Counselors, QMHP **Qualified Mental Health Professional/ School Social Workers** and other specialists shall ~~not be assigned to an amount of duty time equivalent to than what is generally assigned to~~ other professional educators.

8.6 Progress/Grade Reports

8.6.1 Professional educators shall be responsible for no more than four (4) progress/grade reports per year, except a mid-term report may be necessary when a student is in danger of failing or ~~her/his~~ **their** behavior or achievement shows a significant decline.

8.6.2 Professional educators shall make arrangements as may be necessary to meet with students and parents at reasonable times outside the normal workday. Regularly scheduled parent conference days are not covered by this Section.

8.7 Substituting for other Professional Educators

8.7.1 Every effort will be made to employ substitute teachers to cover classes of absent teachers. Except in true emergency situations, **such as a sudden injury or illness of a teacher when no building administrator is available to respond**, and except as otherwise provided in 8.7.2, professional educators shall not be required to substitute for other professional educators. The District shall maintain a system that allows professional educators an option to select their preferred substitutes.

Professional Educators shall have the right to select their preferred substitute teaching colleagues for any absence of less than forty five (45) consecutive days.

8.7.2 Site Support Instructors (SSIs)

8.7.2.1 The parties have agreed to establish a licensed teaching personnel position entitled Site

Support Instructor (SSI). This position shall fall within the scope of the School District No. 1 Multnomah County Oregon and Portland Association of Teachers Collective Bargaining Agreement (CBA).

- 8.7.2.2 ~~Starting in the 2017-18 school year,~~ the District may engage up to ~~15~~ 30 Site Support Instructors. The number of SSIs and the location shall be determined by the District prior to staffing. The District shall review the data for the current and previous school year ~~past and select buildings-schools-~~based on the percentage and number of unfilled substitute jobs in the building. For purposes of Article 18, Transfers the District shall reassign current SSIs to buildings for the next school year prior to the internal staffing process so that SSIs will know their assignment for the following year prior to considering other assignments. SSIs may apply in the internal and external staffing process as otherwise provided in Article 18.
- 8.7.2.3 The SSI is considered a regular member of the staff in the building to which ~~s/he~~ they is assigned and will not be used to fill vacancies at other buildings.
- 8.7.2.4 The SSI will be provided a workstation at the building to which ~~s/he~~ they is assigned with computer access and a District email address.
- 8.7.2.5 The SSI will not be used in place of requesting a substitute through the District substitute system.
- 8.7.2.6 The SSI will not be used for long-term substitute positions.
- 8.7.2.7 The SSI may be used in a variety of classroom settings in any one day. However, a SSI may not be assigned to cover the work of more than one professional educator each day.²
- 8.7.2.8 The SSI may be utilized to cover classroom instruction so that another professional educator may attend to a need designated by the building administrator or the building administrator's designee.³
- 8.7.2.9 Generally, the SSI will not have a disproportionate amount of duty/supervision in any given day.
- 8.7.2.10 All the terms and conditions of the Agreement shall apply to the SSI except:
- The SSI may work an adjusted daily work schedule to meet the demands of planning for instruction with little notification. The daily work schedule will be determined collaboratively between the SSI and the building Administrator or the building Administrator's designee.
 - ~~The starting time for the SSI shall not be before 7:00 a.m. without a specific contract exception.~~
 - ~~Except as provided in Section d below, the workday for the SSI shall not exceed seven hours and 45 minutes (7.75 hours) the hours specific to the school to which they are assigned without a specific contract exception.~~
 - The daily work schedule for the SSI may be extended to provide time to attend staff meetings that may normally occur beyond ~~his/her~~ their workday. If the daily schedule is so extended, the individual shall be granted time off with pay within the same workweek equal to the amount of time ~~his/her~~ their schedule was so extended. If the daily schedule is extended but the SSI is not granted time off with pay within the same workweek equal to the amount of time ~~his/her~~ their schedule was so extended, the SSI shall be compensated at ~~his/her~~ their per diem hourly rate for such extended time. The extended workday shall not exceed eight (8) hours without a specific contract exception.
 - SSIs shall receive the same daily prep/planning time otherwise due to the individual ~~s/he~~ they are is-assigned to cover.

- f. The SSIs shall be eligible to accept any Extended Responsibility pay opportunities that the building Administrator or the building Administrator's designee merits to be in the best interest of the school.
- g. In collaboration with the building Administrator or the building Administrator's designee, the SSI may pursue District supported professional development that will promote his/her **their** opportunities for regular employment.
- h. SSI shall be allowed to participate in all professional development and training offered to the general staff. Any such professional development and/or training offered outside the workday shall be paid in accordance with Section 21.2.
- i. For the purposes of Section 18.6 (Administration Initiated Transfers), the SSI are to be treated as an individual classification rather than as a part of the building teaching staff.
- j. For the purposes of the articles on layoff and transfer, SSI shall be considered as a "subject".
- k. **It is expressly understood that the instances when the SSI is assigned to cover the work of more than one professional educator in a day will be thoughtfully placed and assigned by the building Administrator or the building Administrator's designee so that the SSI can be successful in his/her their coverage. (MOVED FROM FOOTNOTES)**
- l. Notwithstanding subparagraph (j) above, competency for the purpose of placement within the District but outside of the SSI position shall be defined as the ability to teach a subject or grade level based on recent teaching experience related to that subject (as further defined by Appendix D) or grade level within last five (5) years, or educational obtainments, or both, but not based solely on being licensed to teach.

²The parties agree to continue to discuss the working conditions applicable when a SSI is assigned to cover the work of more than one professional educator in a day.

8.8 **Mother Lactation** Friendly Workplace

- 8.8.1 The District shall provide reasonable break time for an employee to express breast milk for **a her** nursing child for one year after the child's birth each time such employee has need to express the milk. The District shall post the administrative directive entitled **Mother-Friendly Workplace Expression of Milk in the Workplace (5.50.059-AD)** at each site and shall include the administrative directive in the new hire materials and **maternity Child Care** leave paperwork.
- 8.8.2 If feasible, **mothers professional educators** shall take the rest periods to express milk at the same time as the break times or meal periods that are otherwise provided to the professional educator. When not feasible, coverage shall be provided.
- 8.8.3 Administrators may assign Site Support Instructors to provide coverage, with no additional compensation. If a Site Support Instructor is not available, Administrators may ask other professional educators to voluntarily provide coverage. When a professional educator (other than a Site Support Instructor) voluntarily agrees to provide coverage, time in consideration of work missed while providing coverage shall be scheduled outside of the standard work day at a time mutually agreed to between the professional educator and the Administrator and shall be paid at the professional educator's per diem hourly rate of pay for such time.

8.9 **IEPs-Student Plans**

- 8.9.1 Professional educators who are required to conference regarding **IEPs-or 504s** shall be afforded time **have a substitute provided** to allow for such meetings to occur within the workday. If a professional educator volunteers to attend **a 504 such** conference outside of the workday, such member shall be compensated at **his/her their** per diem hourly rate for conferences which take place beyond the contract day. A professional educator who chooses to conference during **his/her their** individual planning time, including the 15 minutes at the end

of the work day, can do an equivalent amount of planning time outside of the work day and be compensated at ~~his/her~~ **their** hourly rate for the length of the conference. (***IEP language from Article 8 moved to Sped article**)

- 8.9.2 Professional educators who are required to write student plans other than IEPs, including Gifted Student plans or 504 plans, shall be provided at the professional educator's option either release time or compensation at ~~his/her~~ **their** per diem hourly rate. One hour shall be allotted for each student plan.

~~8.10~~ ***Content of 8.10 has been moved to the new Sped article.**

- 8.11 The District shall supply and maintain materials in current adoptions. The District shall provide all professional educators with related core instructional materials and an opportunity for in-service before requiring implementation of new adoptions, programs or curricula.

8.12 Curriculum Materials in Language of Instruction

The District shall make every effort to provide professional educators working in dual language immersion programs equivalent district-adopted materials to those teachers instructing in English-only classes. An educator may make a request to the Department of Dual Language for the needed materials. If such materials are not available, the Department of Dual Language will either:

- 8.12.1 Arrange for the materials to be translated and provided, or

- 8.12.2 If a professional educator and the Department of Dual Language agree in writing that the professional educator will translate specific materials necessary for core instruction, the professional educator will be compensated at ~~his/her~~ **their** hourly rate for additional hours agreed upon in advance. To receive compensation, the professional educator must submit the translated materials to the Department. **The District will maintain a tracking tool for educators to submit translation requests for the District to provide approval. If a response providing the reasoning for the approval or denial, as well as an alternative material that is equivalent to the educator's request is not granted within two (2) days, the educator's request shall be considered approved.**

- 8.12.3 When materials are produced by the Department or by a professional educator, the Department will make the materials available to all other educators teaching in the same program.

- 8.12.4 No professional educator will be negatively evaluated for providing culturally or developmentally appropriate material or translation for students receiving instruction, providing they are teaching to state standards.**

- 8.13 Each professional educator may request access to a phone in a private area during the contract day, and a good faith effort will be made to provide such access.

- 8.14 Professional educators shall have access to a computer as may be necessary to carry out their responsibilities. All professional educators shall have access to a copy machine and an adequate amount of paper to meet the required needs of instruction. **Professional educators must have classrooms and spaces that meet the instructional needs of the program within which they teach.**

8.15 Accountability & Class Size Reporting

The District will provide semi-annual reports to the Association and the Board of Education, that will include class size and overage data for all schools.

Article 8 Tentative Agreement


For the Association

Date

11/24/23



For the District

11/26/23

Date

ARTICLE 9

STUDENT SUPPORT, DISCIPLINE & SAFETY

The District and Association are committed to an approach for student conduct and discipline that aligns with the PPS Vision and utilizes research based in Racial Equity and Social Justice, Restorative Justice, and Trauma Informed to minimize the use of exclusionary discipline and to maximize instructional time, while repairing harm done within the school community. Student success will not be predicted nor predetermined by national origin, race, culture, ethnicity, sex, language, socio-economic status, mobility, sexual orientation, disability, and/or religion. Student behavior is a communication of unmet needs, and makes sense when put in context. The disciplinary response process should be aimed at meeting these needs and create an environment that helps students find new ways to meet their needs. With this belief PPS will begin to move from exclusionary discipline to Restorative Practices for all Pre-K to 12th grades. These practices paired with meaningful and accessible instruction and guidance offer students and staff the opportunity to learn, grow and contribute to the school community.

9.1 Key Elements:

The District and the Association acknowledge that:

Restorative Justice (RJ) is a philosophy which allows educators and students to focus on repairing harm through engaging all education stakeholders. RJ shifts the focus to learning through mediation and common agreements, and from the individual to the community. It is the basis of a long-term response to disruptive behavior and is effective when combined with MTSS prior to any disruption and with an appropriate use of the Student Rights and Responsibilities Handbook and Guide.

Multi-Tiered System of Support (MTSS) is a framework that includes Response to Intervention (RTI) and Positive Behavioral Intervention and Supports (PBIS) frameworks. MTSS is effective when used in conjunction with RJ and appropriate student discipline as defined in the Student Rights and Responsibilities (SRR) Handbook and Guide.

Student Discipline is a response to student behavior that disrupts the learning environment. It is used as a short-term District response that is effective if used with MTSS prior to student disruption and in conjunction with RJ.

The Association and District further acknowledge that no system, no matter how it is designed, can be effective unless it is implemented with fidelity across the entire school system. Therefore, the District shall annually train all existing and newly-hired professional educators in the District's school climate systems, including RJ, MTSS and appropriate use of the SRR Handbook. The trainings shall be differentiated to meet individual building and professional educator need and experience.

9.2 Professional Educator Authority and Protection

The following sources for determining professional educator authority and protection shall be provided for an Association representative in each building:

9.2.1 Oregon Statutes on Discipline, Attendance and Exclusion of Students, Chapter 339 Oregon Revised Statutes;

9.2.2 Current District Disciplinary Procedures: *The Student Rights and Responsibilities Handbook and Guide*;

- 9.2.3 All administrative directives which are for the general knowledge of professional educators including building handbooks/rules; and
- 9.2.4 "Policies and Regulations" of the Board related to student discipline.

It is recognized that there may be normal delays between the time of adoptions and delivery of such materials to the building.

9.3 Definitions

For the purposes of this article, the following definitions shall apply:

- 9.3.1 Physical Attack/Harm: Intentionally **violent contact and/or touching that violates bodily autonomy (e.g.: poking, pinching, pushing)** or striking of another person against ~~his or her~~ **their** will or intentionally causing bodily harm to an individual.
- 9.3.2 Threat/Causing Fear of Harm: ~~Physical, verbal, written or electronic action~~ **A behavior that indicates an intention to cause injury to the body or property or rights of another person** ~~A threat is intended to cause fear in the person threatened~~ which immediately creates ~~an objectively~~ **reasonable** fear of harm, without displaying a weapon and without subjecting the ~~victim~~ **impacted individual(s)** to actual physical attack. **Threats may take many forms including verbal, gestural, written, electronic, or through a third person.**

9.4 Student Support and Discipline

- 9.4.1 The principal, supervisor or professional staff designee with input from the staff shall include the following minimum procedures in developing a written ~~student discipline plan~~ **support-School Climate plan to outline the procedures for Tier 1, 2, and 3 supports.** Such procedures shall exist in each building or program. ~~To preserve student dignity and maintain an environment conducive to learning for all students, prior to the first student day, each plan shall identify a location or locations other than the student's classroom for professional~~ **licensed educators, support staff, or building leadership to implement crisis prevention and/or deescalation strategies as identified in each School Climate plan.** The process must be in accordance with District policies and regulations and State law.
- 9.4.2 ~~Use by the p~~ **Each professional educator will develop** ~~of individual independent in-class expectations, rules, and plans for student classroom management and student-centered intervention plan, in conformance with the building's discipline plan~~ **School Climate Plan. Adequate p** ~~Professional development time beyond that called for in Article 6.2.1.3 and 6.5 shall be allocated to complete these plans.~~
- 9.4.3 ~~That A~~ **A** professional educator may **temporarily** remove a student from class who is disrupting the educational program in a manner requiring immediate action by the professional educator, or who, ~~after repeated Tier 1 and 2 interventions or implementation of a pre-existing Tier 2 plan,~~ **continues to disrupt instruction. If a student is in crisis or needs support with deescalation,** ~~the professional shall send the student to a location designated by the principal or principal's designee as referenced in article 9.4.1. the professional shall implement the crisis plan identified in the Climate Plan.~~ **In such situations, the professional educator shall complete a level 2/3 referral and may need a referral to the Student Intervention Team (SIT).**
- 9.4.4 **Removal from class as described in 9.4.3 does not include needed breaks for students, brief reset and reteaching conferences with students, predetermined time-limited self-regulation strategies, and restorative practices. In those situations, an educator may document the behavior with a level 1 referral.**

- 9.4.5 ~~The location designated by the principal will be staffed by an administrator or professional educator in order to allow for continued learning opportunities for the student. The selected space will contain developmentally appropriate materials to assist the staff member and the student. Any professional educator assigned to this duty shall be released from all other duty responsibilities.~~
- 9.4.6 ~~If a student is in the designated location and unable to self-regulate with staff support in order to return to class for more than one hour, or if the student returns to the space three or more times in a day, the building administrator shall contact the student's parent/guardian, and the student may be referred to the school SIT team.~~
- 9.4.7 ~~That~~ The principal, supervisor or ~~their~~ ~~his/her~~ designee shall, at the professional educator's request, confer with the professional educator without disrupting the professional educator's ~~responsibilities~~ ~~classes~~. Such ~~communication to the professional educator conference~~ generally shall take place prior to returning the student to class unless the principal, supervisor or ~~his/her~~ ~~their~~ professional designee is not available, in which case the conference shall take place when the principal, supervisor or professional designee becomes available.
- 9.4.8 ~~That a~~ A procedure shall exist for ~~handling~~ ~~supporting~~ students removed from class when the principal, supervisor or professional designee is out of the building and, therefore, not available for a conference required by the professional educator. Such procedure shall provide that only professional personnel shall have a decision-making role in the ~~handling~~ ~~supporting~~ of such students.
- 9.4.9 Each professional educator shall be allowed to write referrals for any student under ~~his/her~~ ~~their~~ supervision at any stage of the referral process. ~~The administrator receiving the referral shall provide feedback within a reasonable period of time, generally defined as within three (3) school days.~~ Professional educators shall have access to referrals written by them and shall be able to track or receive documentation of the disposition of the referrals. During the monthly Building representative/administration meeting referenced in Article 29.5, teams will review discipline data for the month no less than quarterly.
- 9.4.10 ~~That if unacceptable continuous disruptive student behavior occurs continues,~~ at either's request, the principal, or supervisor, and the professional educator shall develop and implement a mutually acceptable ~~behavior-correction support plan~~ **Functional Behavior Analysis (FBA)/ Behavior Support Plan (BSP), Safety Plan, Supervision Plan** involving, as appropriate, the principal, supervisor, professional educator, student and parent(s) and other resource staff. ~~The plan must take into consideration the impact of issues related to the student's trauma, race, gender identity /presentation, sexual orientation, disability, social emotional learning, and restorative justice as appropriate for the student.~~ The plan could include, but would not be limited to, behavior contracts, ~~special education Student Intervention Team (SIT) referral,~~ involvement of appropriate community agencies, use of ~~time-out rooms~~ **reset/self-regulation spaces** or other activities. The plan shall include ~~the specific areas of concern to be addressed, a timeline for completion, and the responsibilities of the student, professional educator, administrator and others.~~ **a review of the specific areas of concern to be addressed, supports for professional educators to enable the implementation of all components of the CRTFI with fidelity, and the responsibilities of the student, professional educator, administrator and others, and a timeline for completion of the plan.** ~~The behavioral assessment and planning will be implemented in alignment with requirements outlined in Oregon State Law and any other applicable requirements of the CBA . If a disability is suspected, a special education referral or 504 plan may be considered. If the student has an IEP, the Special Education case manager shall be included in the development of the plan.~~
- 9.4.11 If the **support** plan does not result in a change in the disruptive behavior, the administrator in conference with the professional educator will **review the student support plan for the student**

and discuss the impact of issues related to the student's trauma, race, gender identity/presentation, equity, sexual orientation, disability, social-emotional learning, and restorative justice as appropriate for the student, and take additional steps as may be appropriate which are consistent with and guided by the Students' Rights and Responsibilities Handbook/Guide.

- 9.4.12 An allegation that a student has committed Threat/Causing Fear of Harm or Physical Attack/Harm upon a professional educator shall result in the **temporary** removal of the student from the responsibility of the professional educator pending administrative investigation of the incident, **consistent with state and federal law**. The administrator shall exercise appropriate progressive discipline as set forth above. ~~If the investigation shows Physical Attack/Harm did occur and the professional educator so recommends, the student shall not be returned to the affected professional educator's responsibility until a restorative reentry meeting and safety plan have been completed.~~
- 9.4.13 Any student found to have committed Threat/Causing Fear of Harm or Physical Attack/Harm upon a professional educator shall be immediately subject to appropriate discipline in accordance with the *Students' Rights and Responsibilities Handbook/Guide*. However, **the student shall be removed from class or school**. A relevant and actionable Tier III intervention **will be** ~~has been~~ identified prior to their scheduled return. ~~and a restorative reentry meeting and safety plan have been completed.~~ Prior to student reentry to the classroom a safety plan will be developed with the impacted professional educators' input and a restorative reentry meeting will be held. The intervention shall be communicated in writing to the student's guardians and all professional educators who are responsible for the student prior to the student's return to school or class. Regardless of the student's age or grade, the District shall ensure that student-services makes regular contact with the student while the student is out of the school. ~~there shall be a minimum of five (5) days suspension for a Threat/Causing Fear of Harm and mandatory expulsion for the remainder of the year for Physical Attack/Harm. The Superintendent, or Deputy Superintendent may modify the disciplinary consequences on a case-by-case basis. A report of the modifications of disciplinary consequences shall be provided to the Superintendent at least twice a year.~~

~~For PK-5 students, the minimum five (5) day suspension for Threat/Causing Fear of Harm shall not apply; however, an intervention shall occur and the Threat/Causing Fear of Harm will be documented. If the Threat/Causing Fear of Harm rises to the standard in law, a suspension may be allowed.~~

- 9.4.14 In accordance with **Oregon law** **and** the *Students' Rights and Responsibilities Handbook/Guide*, any student who has been involved in a violation of state or federal law regarding weapons at school shall be immediately suspended pending administrative investigation. If the investigation confirms that the student was in violation of state or federal law regarding **weapons firearms** at school, the student shall be reported to the appropriate law enforcement agency. The student shall be expelled from school for a period of not less than one calendar year **for possession of a firearm in accordance with ORS 339.250(7)**. The Superintendent, ~~or the Deputy Superintendent or Area/Senior Director~~ may modify the disciplinary consequences on a case-by-case basis. ~~The Superintendent, Deputy Superintendent, or Area/Senior Director may propose alternative programs of instruction or instruction combined with counseling for a student that are appropriate and accessible to the student. If alternative programs are appropriate for a student, the superintendent shall ensure that information about programs of instruction or instruction combined with counseling is provided in writing to the student and the parent, legal guardian or person in parental relationship with the student at least once every six months, or at any time the information changes because of the availability of new programs.~~ A report of the modifications of disciplinary consequences shall be provided to the Superintendent at least twice a year.
- 9.4.15 Any student making a serious or menacing threat of harm to the person, property or family members of a professional educator shall be immediately subject to appropriate discipline in accordance with the *Students' Rights and Responsibilities Handbook/Guide*.

- 9.5.1 The building discipline procedure (School Climate Plan) is under continuous review in a process as outlined in a District approved Inventory of Multi-Tiered System of Supports (e.g.: Tiered Fidelity Inventory (TFI)) **as well as those domains included in the Fidelity of Implementation Tool (FIT) Assessment that pertain to strong and positive school culture and inclusive behavior/social emotional instruction.** The principal and the Building Climate Team shall include the following minimum procedures in developing a written School Climate Plan to outline the building procedures for Tier 1, 2, and 3 supports and each building's behavioral matrix based off of the Student Rights and Responsibilities Handbook. Such procedures shall exist in each building or program. The process must be trauma-informed in accordance with District policies and regulations and State law.
- 9.5.2 Copies of the specific building discipline procedures/school climate **handbook plan** shall be clearly communicated to all staff during Professional Development (PD) before the start of each school year. Copies of the specific building procedures/school climate **handbook plan** shall be distributed to students and families by the end of the first week of school **in the languages spoken in the building.** Copies shall also be posted online on the school's website **in all supported languages.**
- 9.5.3 The District shall ensure that all School Climate **Handbooks Plans** are in accordance with the District/PAT Collective Bargaining Agreement, District policy, and State and Federal laws. **Nonviolent Crisis Intervention strategies, relevant to the school, will be included in the building climate plan and implemented as designated in the plan.**
- 9.5.4 The District shall ensure that all schools shall maintain a School Climate Team. Each member of the School Climate Team will complete training and the District shall provide substitutes ~~as necessary~~ when this training is taking place. **-Additionally, the School Climate Team will participate in ongoing training in implicit bias, antiracism, and culturally responsive practices. These would be in addition to the required implicit bias, antiracism, and culturally responsive practices training received by all staff. A designated Each cluster The Tier III Rapid Crisis Response Team(s) will be provided training in Nonviolent Crisis Intervention for responding to student crises.**
- 9.5.5 **During the preservice school climate professional development time, all staff will receive training in de-escalation strategies from the relevant portion of the Nonviolent Crisis Intervention training.**
- 9.5.6 The District shall ensure that all schools establish and maintain a process to identify and implement school wide expectations (as contemplated by the CR-TFI) with students, teachers, and families using the following components of the CR-TFI as a guide:
- A. Behavioral Expectations
 - B. Faculty Involvement
 - C. Student/Family/Community Involvement
- 9.5.7 Using 1.10 (Faculty Involvement) and 1.11 (Student/family/Community Involvement) of CR- TFI, the District shall direct all schools to continue working towards the level of "Fidelity" in their Tier 1 work.
- 9.5.8 The District shall ensure that supports are available to facilitate this work including but not limited to:
- a. Scheduled trainings on the **district-designated online learning platform.** ~~Learning Campus~~ (required)
 - b. Funds available, ~~as circumstances allow,~~ to provide site-based trainings **(e.g. implicit bias, antiracism, and culturally responsive practices)** and provide sub coverage for staff, as well as extended hours to participate in identified professional development opportunities

- c. ~~School Climate Educator~~ Directed access to TOSAs, such as MTSS TOSA for development and follow-up
 - d. Professional development time **that is relevant and provided by the building climate team with educator input** before the first student day designated to update staff on past climate plan work and to review school wide expectations
 - e. At least an hour a month ~~monthly~~ in **professional learning and/or** staff meetings, as professional learning time allows, designated to building climate team work.
- 9.5.9 The District shall direct Office of School Performance (OSP) Leadership to seek monthly updates of school processes implementing the CR-TFI.
- 9.5.10 The District shall facilitate in-depth training for new building administrators on CR-TFI.
- 9.5.11 In the exercise of authority by a professional educator to ~~control and~~ maintain **an environment that is conducive to teaching and learning, order and discipline**, the professional educator may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and/or federal and state laws or regulations.

9.6 Behavioral Supports

- 9.6.1 The purpose of the District-level program of behavioral supports and strategies is to foster **a sense of agency, self-efficacy, belonging and** a safe and supportive environment for students and professional educators. This will be accomplished through the implementation of a multi-tiered system of support, **which includes school-based mental health professionals, access to the clusterwide district-level mental health team(s), providing a minimum support of staffing of mental health school based teams pursuant to Article XXX (Mental Health & Wellness Supports)**, and other practices and engagement strategies.
- 9.6.2 The work of the ~~Department of Student Support Service (DSSS)~~ **Office of Student Support Services (OSSS) such as MTSS and Student Success and Health** will include:
- 9.6.2.1 Overseeing and assessing the behavioral support needs of the District;
 - 9.6.2.2 Building capacity within each school/program by working collaboratively with professional educators, building principals, and OSP Leadership;
 - 9.6.2.3 Reviewing school-based behavioral Tier 1 and Tier 2 supports in place at the school and in classrooms.
 - 9.6.2.4 Identifying **and supporting implementation of with fidelity** appropriate Tier 2 and Tier 3 evidence-based behavior interventions to support **all schools and programs**.
 - 9.6.2.5 Stabilizing critical situations for students and professional educators in a temporary capacity, until recommendations for support are communicated to the building principal, ~~Tiered Supports Team affected~~ **Professional Educators**, and OSP Leadership.
- ~~9.6.3~~ **Mental Health Teams:** Each Portland Public School ~~High School~~ cluster serving students in ~~PK-12~~ shall have a Mental Health Support Team composed of each category of professional educators in the following positions **described in Appendix XX1**. These individual positions shall each play a distinct and important role in providing complementary mental health support to the schools **within their assigned cluster** as described below. The District may add additional FTE to support the Mental Health of students, based on the needs of students in a given building. ~~These teams will collaborate~~

with the Rapid Response Team for that cluster to ensure the mental health and hygiene of Portland Public Students.

~~9.6.4 Tier III Rapid Response Team(s): The DSSS OSSH shall include 9 cluster a district-level Tier III Rapid Response Teams (RRT) which shall be tasked with overseeing and assessing the support needs of the District with a special focus on students, teachers, and buildings as a whole. Each cluster Rapid Response Team(s) will be housed in a school building in that cluster that currently serves students. Each RRT(s) will may be composed of at least: 1 (one) TOSA or OSA, 1 (one) QMHP & 2 (two) Student Success Advocates and/or Behavior Intervention Specialists (BIS). [Bargaining Note: This is replaced by the MOA on Mental Health Teams]~~

9.6.5 The terms of this Article do not in any way modify or replace the current staffing models for the school based mental health professional educators defined in Appendix XX1. No positions current to the 2023-24 school year shall be eliminated or moved due to the creation of these teams.

9.6.6 Access to Mental Health and Tier III Rapid Response Teams:

9.6.6.1 Mental Health Teams will regularly connect with schools in their cluster to support building staff in the ongoing mental hygiene wellness of students.

9.6.6.2 The Tier III Rapid Response Team will be deployed to schools when a student's behavior is unsafe or disruptive and when the school's climate team has determined building level support is insufficient.

9.6.7 The responsibilities of the Tier III Rapid Response Team (RRT) include but are not limited to:

9.6.7.1 Stabilizing crisis situations for student and professional educators;

9.6.7.2 Determining what existing personnel in the District and in the building can do to meet the support needs of students and professional educators identified by the team to support Tier III Behavioral Support; and

9.6.7.3 Determining when additional personnel and/or resources are needed to meet the support needs of students and professional educators identified by the team as follows:

A. ~~Unless the ISST professional educators and the RRT (s) working with the student determines the support is no longer needed; RRT Tier III staff will continue support of the student as a behavior/support plan is finalized and staff receive training through modeling on how to implement the determined plan. A minimum of 3 weeks (or 15 continuous work days, whichever is longer) that includes all of the following supports will be utilized:~~

1. Weekly meetings with the RRT as well as all adults supporting the student in the form of an Individual Student Support Team (ISST) assembled for the student.

2. Week 1: Additional behavior support personnel will provide 1:1 support in all student learning areas throughout the student's school day to ensure safety as well as to collect Antecedent/Behavior/Consequence (ABC) data. RRT members will also conduct teacher interview/s and will support the collection of any additional information & the completion of the first iteration of the student-centered Tier III function-based behavior support plan along with the ISST.

3. Week 2: Continuation of Week 1 with the addition of plan refinement and future planning.

4. Week 3: Evaluation of Next Steps:

- i. If data indicates adequate growth RRT will coordinate the gradual release of student support including the training of the on-site personnel who will continue to implement the Tier III behavior plan.
- ii. If data indicates insufficient growth, RRT will coordinate with the SIT, Climate Team and the office of Student Success and Health in order to provide additional staffing at the site.

9.6 Full Continuum of Special Education Services

The District shall maintain a full continuum of special education services and sufficient seats in a variety of programs to meet students' identified special education needs.

9.7 Duty Safety

- 9.7.1 All duty assignments will ensure that at least two professional educators/ administrators/ adults shall be assigned for student safety. At no time, will the number of assigned adults create a circumstance where students can be out of the line of sight of an adult.
- 9.7.2 The building administrator(s) shall make reasonable efforts to assign avoid having mental health professional educators (counselors, social workers, school psychologists, QMHP and similar individuals) duty with a professional educator outside of this job type. in positions where they must be the professional educators disciplining students. This language shall not preclude mental health professional educators from duty responsibilities.

9.8 Personal Injury Benefits and Property Loss

- 9.8.1 Any case of Physical Attack/Harm or Threat/Causing Fear of Harm upon a professional educator while acting within the scope of ~~his/her~~ **their** duties shall be promptly reported in writing to the immediate supervisor who shall forward a copy to the appropriate Central Office Administrator and the Superintendent for investigation and resolution.
- 9.8.2 The District will create and maintain a packet of materials for professional educators who experience a physical attack/harm at work. Items in this packet will include but not be limited to information about workers' compensation, the collective bargaining agreement, leaves of absence, insurance benefits, and the employee assistance program.
- 9.8.3 The District shall reimburse professional educator for loss of or damage to personal property excluding the professional educator's automobile under the following circumstances:
 - 9.8.3.1 when the loss is a result of any Physical Attack/Harm or Threat/Causing Fear of Harm on the professional educator's person suffered during the course of employment.
 - 9.8.3.2 property stolen or damaged by the use of forcible entry on a locked container. Every school shall

provide a secure and lockable location for professional educators to use for such storage.

9.8.3.3 loss of the professional educator's work-related equipment when the use of that equipment has been approved in writing by the principal/supervisor providing that the equipment was stored in a locked container when otherwise not in use.

9.8.4 Reimbursement shall be at replacement cost (not exceeding actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses of less than Five dollars (\$5.00) or that portion in excess of one thousand dollars (\$1,000) and shall not be made when carelessness or negligence on the part of the professional educator was evident.

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

9.9 Safety

9.9.1 A professional educator shall have the right to refuse to expose ~~himself/herself~~ **themselves** to immediate danger created by an unsafe working condition when such danger threatens substantial bodily injury or would be a significant health hazard to the professional educator. The professional educator shall give notice of the condition to ~~his/her~~ **their** supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected. The District recognizes the responsibility to make every reasonable effort to enhance the security of buildings and grounds as may be required through the use of necessary lighting and other safety precautions. The District shall comply with all state and federal OSHA requirements to post notice when non-routine cleaners, paints, sealants, and other chemicals are to be used at the worksite and shall take all reasonable steps, in good faith, to post such notices even where not required by state or federal OSHA.

9.9.2 Safety Committee

The District will provide a template that each building's safety committee will fill in and submit in order to identify school safety needs and priorities. All items must be specific to facility safety concerns and submitted through the established reporting process. At least one member of the school's Safety Committee will be trained on Heat mitigation and the use of the Heat Index Psychrometer. The Safety Committee's duties will include that address:

- A. Completing the PPS Safety Audit Committee Inspection Checklist consisting of a facility assessment & site-based response plan that prioritizes a list of items requiring mitigation. The Safety Committee Inspection Checklist will be updated by mutual agreement of the parties within 90 days of the ratification of this agreement. Any updates will abide by Occupational Safety and Health Administration (OSHA) guidelines.
- B. Developing and recommending an Escalation Plan (including the mitigation/immediate relief plan in 9.8.4) as part of the PPS Safety Committee Inspection Checklist.
- C. Developing and recommending a Bbuilding-specific safety plan as part of the PPS Safety Committee Inspection Checklist for:
 1. Loss of Electricity, Internet and/or Water
 2. Presence of pests

3. Presence of mold, asbestos, smoke or other impacts to air quality
4. Presence of leaks
5. Extreme temperatures as defined in 9.14.3, and;
6. Any other sitewide environmental safety concerns

[Bargaining note: Building specific-processes will not conflict with the law and/or District policies and procedures]

- 9.9.2.1 Each safety committee will provide the list of recommendations of safety issues to the school administrator and Facilities Operation Manager before the end of September each year. PPS Facilities will use each building's Safety Audit Committee Inspection Checklist to prioritize and mitigate the environmental factors defined under 9.8.2.C that impact learning and teaching.
 - 9.9.2.2 The District is committed to providing all potential immediate relief when possible, as well as long-term resolutions which include, but are not limited to, bond funded improvements.
 - 9.9.2.3 This Safety Plan will be posted on each school's website by the end of the first week-month of the student year in all supported languages, as soon as available, and reviewed and updated throughout the year.
- 9.9.3 The District shall assure that there are emergency protocols at all worksites (including non- district worksites) where professional educators work. These protocols shall include procedures for supporting professional educators who experience Physical Attack/Harm and/or Threat/Causing Fear of Harm, as well as procedures for reporting and tracking environmental and facilities issues.
- 9.9.4 Mitigation and ~~plan~~/Immediate Relief plan

The District will provide an actionable plan that provides immediate relief for and/or mitigation of issues identified during the initial Safety Audit Committee Inspection Checklist conducted at each building by the Safety Committee. The actionable plan will include:

- A. An estimated timeline for the completion of the relief action that contains immediate relief, midterm relief, and long-term resolution.
- B. "Immediate relief" will mean within 2 weeks, with extreme temperatures (as defined in 9.14.3) mitigation being provided within 24 hours.
- C. "Midterm relief" will mean solutions that are not permanent but actionable within the work year.
- D. "Long-term resolution" will mean the solution that will resolve the issue completely.

Duty-Safety

~~All duty assignments will ensure that at least two professional educators/ administrators/ adults shall be assigned for student safety. At no time, will the number of assigned adults create a circumstance where students can be out of the line of sight of an adult.~~

~~The building administrator(s) shall make reasonable efforts to assign avoid having mental health professional educators (counselors, social workers, school psychologists, QMHP and similar individuals) duty with a professional educator outside of this job type, in positions where they must be the professional educators disciplining students. This language shall not preclude mental health~~

professional educators from duty responsibilities. [MOVED TO 9.7]**9.10 Field Trips**

A professional educator may request additional supports for a field trip or other excursions to reasonably ensure the safety of all involved. The District will provide additional supports to special education students as specified in their IEPs.

9.11 Student Behavioral Records

9.11.1 Student behavioral records shall be accessible to the receiving professional educator.

9.11.2 School officials shall set up procedures so that information about students with records of violence including weapon violations shall be available, in accordance with the law, to members who “need to know” as a result of an assignment to teach or supervise the student.

9.11.3 Reports from county/state/city law enforcement/courts concerning student information that may inform professional educators about potential safety issues shall be shared on a need to know basis. The District shall maintain a system to distribute these alerts on an ongoing basis.

9.12 The District shall provide a legal defense and indemnification to professional educators arising out of tort claims for any alleged act or omission occurring in the performance of the professional educator’s duty in accordance with, but subject to, the limitations provided in ORS 30.285 and 30.287. Professional educators shall cooperate with the Board and counsel in connection therewith as provided in ORS 30.287(2).

9.13 All building handbooks shall be consistent with District policies concerning mandatory reports to the Department of Human Services (DHS). Principals shall not direct or encourage professional educators to make such reports with administration or others in lieu of reporting to DHS as required by law.

9.14 Environmental Safety

9.14.1 **[MOVED from 9.7.2]** The District shall furnish employment and places of employment which are safe and healthful for professional educators, and shall furnish and use such devices and safeguards, and shall adopt and use such practices, means, methods, operations and processes as are reasonably necessary to render such employment and places of employment safe and healthful and shall do every other thing reasonably necessary to protect the life, safety and health of such professional educators.

9.14.2 The District shall ensure that the number of students assigned to a CTE classroom meets basic safety standards based upon the equipment required by the CTE course.

9.14.3 When temperatures reach below sixty (60) degrees and/or the heat index reaches above eighty-five (80.5) degrees in a professional educator’s work setting (for example, classroom or office), the following shall occur:

- A. The educator will inform their administrator of the conditions outlined in 9.14.3 in writing;
- B. The district will provide relief according to the process outlined in 9.8.2 and the PPS Heat Mitigation Plan;
- C. If the temperature cited in 9.14.3 occurs during the student day, the district will

provide an alternative space for learning as outlined in the PPS Heat Mitigation Plan;

- D. If the temperatures cited in 9.14.3 occur outside of the student day, the professional educator will have the ability to complete their work duties and planning in an area without temperature stress. The professional educator will inform the administrator of their new location in writing.

[Bargaining Note: The temperatures in this section refer to OSHA regulations and the PPS Heat Mitigation Plan. They are intended to be in alignment with that plan.]

- E. If all of the above do not occur and the hazardous environment continues, educators may use article 9.9.1, if applicable, ~~to refuse to expose themselves to immediate danger created by an unsafe working condition when such danger threatens substantial bodily injury or would be a significant health hazard to the professional educator.~~

9.14.4 When there is evidence of hazardous conditions as described under 9.9.2.C, in a professional educator's work setting (for example, classroom or office), the following shall occur:

- A. The educator will inform their administrator of the conditions outlined in 9.9.2.C in writing;
- B. The district will provide relief according to the process outlined in 9.9.4;
- C. If the hazardous conditions cited in 9.9.2.C occur during the student day, the district will provide an alternative space for learning;
- D. If the hazardous conditions cited in 9.9.2.C occur outside of the student day, the professional educator will have the ability to complete their work duties and planning in an area that is ~~clean~~ free of hazardous conditions as described under 9.9.2.C

9.14.5 A professional educator shall not be made to work in any building that is without electricity for more than 2 hours or whose lack of electricity creates the hazardous environment as described in 9.9.2.C. Building administrators shall immediately notify the District and the building shall be closed until the hazardous conditions have been resolved in accordance with 9.8.4. No professional educator shall suffer a reduction in pay due to a building closure caused by hazardous conditions as described in 9.8.2.C.

9.14.6 All classroom/office spaces will have ~~interior-looking~~ doors that lock from the inside.

[Bargaining Note: 9.14.6 refers to staff and student occupied spaces.]

9.14.7 Professional educators working with students shall have Voice Over Internet Protocol (VOIP) device access by the start of the 2024-2025 school year. Every building will have a school safety plan to account for the lack of VOIP device access during emergencies.

9.14.8 All windows in any room in which a professional educator must work shall have working blinds or working window coverings that close.

Article 9 Tentative Agreement


For the Association

11/24/23
Date


For the District

11/26/23
Date

Article 10 - Tentative Agreement - 11/16/23 5pm

Article 10 - Tentative Agreement - 11/16/23 5pm

ARTICLE 10 ACADEMIC FREEDOM AND INSTRUCTION

10.1 Academic Freedom

- 10.1.1 Professional educators shall be guaranteed academic freedom in instructional presentations and discussions and in faculty discussions of education policy. Professional educators may introduce controversial materials provided such presentations, discussions, and materials are appropriate and relevant to course content and grade level subject to accepted standards of professional responsibility (see PPS Academic Freedom in the Instructional Program 6.20.011-AD as of 03-15-13).
- 10.1.2 The District shall consult with professional educators over decisions regarding the selection of districtwide textbooks. Within generally accepted professional and content standards, professional educators are responsible for determining the supporting materials and methods used for day to day instruction, including differentiating instruction based on student needs.

10.2 Student Grades

Student grades issued by a teacher shall not be changed by a supervisor or altered due to software limitations of the District's grading system unless a substantive reason clearly exists. This Section shall not be interpreted to cause a teacher(s) to assign grades in any manner which deviates from general district- wide practices. If an administrator changes a student grade, such administrator will notify the teacher in writing of such change, and the reason(s) for such change.

- 10.3 The parties will convene a work group to evaluate and seek mutually agreeable policies and procedures regarding intellectual property issues

10.4 Instructional Time

The District and Association recognize and value instructional time. To that extent the district commits to having a standardized assessment footprint that, as a target, aims to have the total average time of all district mandated standardized assessments to not exceed 0.65% of instructional time at each grade level as calculated by the district based on the assessment guidelines of each assessment provider. This does not include State and Federal assessments and assessments chosen by educators to inform their instruction or required for identification or monitoring of special education services, eligibility or determination of English language proficiency.

- 10.5 **Ownership of Materials and Publications:** Unless otherwise provided by a separate contract, the respective rights of an employee and the District as to ownership of materials and publications developed by the employee are to depend upon the origins of the material in question, as follows:

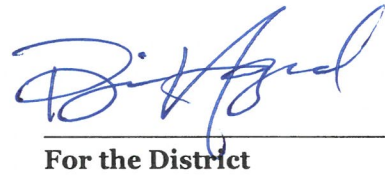
- 10.5.1 If the materials were developed by the employee as a project commissioned by the District, or in fulfillment of a specific job assignment, the materials are the exclusive property of the District. (e.g., a course outline developed by a TOSA for that purpose).
- 10.5.2 If the materials were developed by the employee independent of regular duties, and on the employee's own time and without use of District resources, the materials are the exclusive property of the employee (e.g., working at home, English teacher with personal interest in computers develops a software package for tracking and computing grades; or teacher writes textbook on own time, drawing upon prior District experience).

Article 10 - Tentative Agreement - 11/16/23 5pm

Article 10 Tentative Agreement

 11-16-23

For the Association Date

 11/16/23

For the District Date

ARTICLE 11
SCHOOL IMPROVEMENT COUNCILS

11.1 Purpose

The District and the Association agree to establish a process for involving professional educators in enhancing the quality and effectiveness of education for the purpose of improving student knowledge, skills and attitudes. The District and the Association agree to comply with the school site council requirements of the 21st Century Schools Act.

11.2 District Site Committee

The Joint Contract Administration Committee will function as the District Site Committee in matters related to the 21st Century Schools Act. The Joint Contract Administration Committee shall be solely responsible for establishing its own procedures for compliance with this Act. ~~Contract Administration shall be responsible for determining the procedures by which the site committees function.~~ Any such procedures shall be in compliance with the Agreement between the District and the Association.

11.3 Council Participation

Participation by professional educators on a school site council shall be voluntary. Council members shall be allotted as provided by law. The Association shall develop the rules by which the elections of professional educators shall be conducted. The head PAT representative shall conduct an annual secret ballot election no later than October 15 to select professional educators to the council.

11.4 Council Roles and Responsibilities and Information Access

Actions and decisions of the council will be in accordance with law, existing Board policies, established administrative procedures and applicable collective bargaining agreements. Achieving consensus among site council members is a desired operational goal. If consensus is not reached, the council shall make its determination by majority vote. Professional educators on site councils shall be given copies of the site budget and other public documents upon request. ~~Building based budgets shall be given to PAT October 1, February 1, and June 1 of each year. The budgets shall be made available upon request to PAT Bargaining Unit members and parents or caretakers of students.~~

~~11.5 Building Based Budgets~~

~~Building based budgets shall be given to the Site Councils at each school and a copy shall be given to PAT October 1, February 1, and June 1 of each year. The budgets shall be made available upon request to PAT Bargaining Unit members and parents or caretakers of students.~~

11.6 Implementation of Decisions

Prior to implementation of a council decision, it shall be communicated in writing to the professional educators at the school worksite. Changes proposed by a site council may not violate any portion of the PAT/PPS Collective Bargaining Agreement (CBA). If the Association believes a council action/program change may violate the CBA, the proposal shall not be implemented until it has been reviewed in Contract Administration and the District and the Association mutually agree that the action/program change does not violate the CBA. Once a decision is finally reached, it shall be implemented by all at the site. ~~However, if requested by twenty five percent (25%) of the professional educators, the pending decision shall be put to a vote of the professional educators. To implement the decision, a majority of those participating in the vote shall be required.~~

11.7 Meetings

When school site council meetings are held, business will be conducted by those members present. ~~Council meetings will be held within the bounds of the school workday and workweek. The District and the Association shall consider requests from school site councils asking for an exception to the meeting time requirements of this section. If meetings are held during an educator's planning time or~~

OK

outside of regular contract hours, professional educators shall be paid their hourly rate or provided an equivalent amount of release time.

11.8

Training of Councils

The District and the Association will cooperate in the development of training programs. Costs of training shall be paid by the District.

ARTICLE 12 COMPENSATION

12.1 Salary Schedules

- 12.1.1 Index. The salary schedule indices are set forth in Appendix A-1.
- 12.1.2 Appendix A-2 sets forth the basic annual salaries for the period July 1, ~~2023, 2020~~, through June 30, ~~2026 2022~~. The ~~2021-2022~~ **2023-24** salary schedule shall be increased by **6.25%**. ~~The 2024-2025 salary schedule shall be increased by 4.5%. The 2025-2026 salary schedule shall be increased by 3%.~~
- 12.1.3 Professional educators with a doctorate degree in field related to assignment shall receive an additional \$2,000 per school year.
- 12.1.4 Professional educators who have received and retain a National Board Certification for Professional Teaching Standards shall receive an additional \$1500 per school year. ~~Only Professional Educators with NBCPTS will receive this stipend after July 1, 2020. Stipends paid inadvertently to professional educators for national board certifications other than NBCPTS will be grandfathered until June 30, 2020 and then discontinued. The District and The Association agree to convene a workgroup to review appropriate stipends for certifications available to educators by June 30, 2019. Professional educators who earn/receive other certifications from National Boards (or State Boards if National Boards do not exist) shall also receive the additional \$1500 per school year.~~
- 12.1.5 ~~Effective the 2021-2022 school year, p~~Professional educators who teach in the target language in a DLI program shall receive an annual stipend of \$3,000. Educators who work less than full time in a DLI program will receive a prorated stipend based on their FTE.
- 12.1.6 ~~Beginning the 2021-2022 school year, Professional educators who have bilingual or multilingual ability relevant to the assignment (as defined in 1.1.4) and who have demonstrated proficiency (as defined in 1.1.1) will receive a \$1500 annual stipend. [BARGAINING NOTE: Moved this clause 12.1.6 and strike the language of the current 12.1.6] Effective the 2021-2022 school year, p~~Professional educators shall receive ~~a \$1,500 annual bilingual/multilingual stipend in accordance with Appendix I.~~

12.2 Salary Placement

All professional educators shall be placed on the salary schedule based upon their prior work experience and education/training level. Additional information about salary placement can be found in the *Guidelines for Professional Growth/In-service* (see reference in Section 21.2).

12.2.1 Educational Credit

- 12.2.1.1 At such time that the State of Oregon requires completion of a “5th year” program for licensure, new professional educators shall be given credit for the hours required following the Bachelor’s degree for completion of a “5th year” program up to a maximum of forty-five (45) quarter hours. Currently employed professional educators, who have completed a “5th year” program but were not given credit at the time of employment, shall be given credit on the salary schedule up to the BA+45 column.
- 12.2.1.2 **Career and Technical Education (CTE)** ~~Vocational~~ professional educators may receive credit for technical coursework taken at a community college. Such courses shall be relevant to the professional educator’s field of preparation and to service as a professional educator in this District.
- 12.2.1.3 In order to receive a salary adjustment retroactive to the beginning of the current school year, a professional educator must, by October 31st, provide the Human Resources Department with proof of completion of coursework. Adjustments based upon proof received after October 31st will be made effective the first day of the next pay period.

12.2.1.4 Multiple Graduate Degrees and Graduate Credits

Placement on the salary schedule and salary advancement for professional educators with multiple graduate degrees shall be in accordance with the following:

- a. Educational experience (lane advancement) shall be granted for any fully completed graduate degree (MA, MFA, JD, PHD, etc.), regardless of date of licensure.
- b. Column salary credit (lane advancement) will not be limited to a single graduate degree.
- c. Educational experience would be based on the order the graduate degrees were earned. The first graduate degree earned would advance the professional educator to the MA lane. The second graduate degree earned would count as graduate credits beyond the MA+0 lane.
- d. No graduate credits prior to licensure shall be credited towards lane advancement unless/until they become part of a completed graduate degree.
- e. Graduate credits earned outside of a degree program are eligible for salary advancement, as long as they are earned after licensure and are consistent with the requirements in the In-Service Guidelines.

12.2.2 Experience Credit

- 12.2.2.1 Newly hired temporary or probationary professional educators who have previous experience/experience working in a PK-12 school setting where the responsibility was similar to that of professional educators in the Portland Public Schools shall be given experience credit on the following basis:
 - a. one (1) year of credit for each full year of full-time experience (minimum one hundred thirty-five (135) days within the regular school year); and
 - b. one (1) year of credit for each two (2) years of part-time experience that is half-time or more but less than full-time (minimum of one hundred thirty-five (135) days within the school year).
 - c. Verification of experience shall be made by the Human Resources Department.
- 12.2.2.2 Central Staff Professional Librarians, and other Central Office professional educators, shall be placed on the salary schedule in accordance with the educational requirements for teachers. In determining years allowed for the equivalency of outside experience for teacher-librarians, teachers of speech and hearing and teachers in special schools who are otherwise qualified, one hundred thirty-five (135) days, while employed on a professional full-time basis, shall be counted.
- 12.2.2.3 Any professional educator who resigns shall, upon re-employment, be placed on the salary schedule on the same basis as a new hire, except that, if the professional educator completes the year and is re-employed prior to opening of school the succeeding year, the Superintendent may use his discretion in recommending to the District that the resignation be rescinded.
- 12.2.2.4 Teaching experience shall be granted for prior kindergarten or nursery school teaching provided the teaching was in a licensed position and in a standard school administered by the public-school system, or in a private school accredited or approved under state laws of standardization.
- 12.2.2.5 Full-time administrative and teaching experience in an accredited institution of higher education shall be counted as teaching experience, provided such experience consisted of at least one hundred thirty-five (135) days within a school year. Full-time administrative and teaching experience in a PK-12 setting shall be counted as teaching experience, provided such experience consisted of at least one hundred thirty-five (135) days within a school year.

- 12.2.2.6 Credit for a sabbatical leave of absence for study during previous employment with this District shall be allowed as experience, subject to the 135 days school year criterion. No credit for leaves of absence from a school district outside of PPS will be allowed as experience.
- 12.2.2.7 Salary adjustments on the basis of experience will be made only after official verification, and shall become effective during the payroll period in which approved. Such salary adjustments will not be retroactive, except that experience verified within sixty (60) days of the start of employment shall be retroactive to the first day of employment.
- 12.2.2.8 In the event that records have been destroyed, a notarized statement from two (2) responsible adults, other than relatives, having knowledge of the professional educator's experience, may be accepted.
- 12.2.2.9 A professional educator assigned to a **CTE vocational** teaching position shall be granted salary credit for a related **CTE vocational** experience on the following basis:
- Non-degreed applicants shall be eligible for placement on the "BA" column of the salary schedule provided they have four (4) years of verifiable work experience in an occupational field related to the teaching assignment. They shall receive one (1) salary step for each year of experience in excess of four (4) years but not to exceed ten (10) years of credit. Eight (8) months of experience in a 12-month period shall be considered to be one (1) year of experience.
 - Degreed applicants who are required to have related work experience in order to qualify for a **CTE vocational** license shall receive credit for each year of work experience required for the licensure. Eight (8) months of experience in a 12-month period shall be considered the public-school system, or in a private school accredited or approved under state laws of standardization.
 - The District shall use form appropriate to CTE to verify professional educator experience. that is appropriate to the field of work being verified.**
- 12.2.2.10 School **and clinical** psychologists' placement and progression shall be on the MA+45/BA+105 column of the salary schedule with one (1) step for each full year of experience as a full-time school psychologist and one (1) step for each year of experience as a teacher, counselor, clinical psychologist or similar occupation.
- 12.2.2.11 Speech and Language Pathologists' placement and progression shall be on the MA+45/BA+105 column of the salary schedule with one (1) step for each full year of experience as a full-time teacher or speech and language pathologist and one (1) step for each two (2) years of experience as a part-time teacher or speech and language pathologist with part-time meaning at least half time.
- 12.2.2.12 Initial placement for social workers shall be determined the following way:**
- One (1) year of experience credit shall be given for each full year of experience as a social worker with a Master of Social Work degree (MSW),
 - one (1) step for each two (2) years of part-time experience as a social worker with a Master of Social Work degree (MSW) with part-time meaning at least half time,**
 - and one (1) year of experience credit for each one (1) year of experience **(or .5 credit for part-time)** as a social worker prior to a MSW or as a teacher, counselor, caseworker, or similar occupation.
 - Plus-hour credit shall be given for course work taken following obtaining a Master of Social Work degree (MSW).
- 12.2.2.13 Placement on the salary schedule for child development specialists, behavior management specialists and student service specialists shall be as follows:
- One step for each full year of experience as a social worker, teacher, counselor, child development specialist, behavior management specialist, student service specialist or in a

similar occupation as determined by the District.

- b. Credit will be given for relevant coursework beyond a Bachelor's Degree taken after initial employment in a position similar to that as a social worker, teacher, counselor, child development specialist, behavior management specialist, student service specialist or similar occupation. Credit will be given for Master's degree.

12.3 Salary Advancement

- 12.3.1 Advancement by reason of change in educational status (lane advancement) shall be in accordance with the article on Professional Growth. Additional information about salary advancement can be found in the *Guidelines for Professional Growth/In-service* (see reference in Section 22.2).
- 12.3.2 Plus hours beyond initial salary placement must be based on coursework at accredited colleges or universities.
- 12.3.3 Employees, who earn a credit level necessary to advance to another column on the salary schedule, shall be paid at the new salary level effective the first day of the next pay period after supplying verification to the District. Such salary adjustments will not be retroactive, except that credits verified by October 31 shall be retroactive to the beginning of the school year.
- 12.3.4 Effective July 1 of each year, professional educators, except those on the highest step of each column, shall receive a step increase.
- 12.3.5 A professional educator who works half-time or more shall be entitled to a step increase if s/he they works fifty percent (50%) or more of his/her their work year. Regularly credited sick or other paid leave for which professional educators receive full or partial pay shall count as days worked.

12.4 Retirement Stabilization

~~The District shall contribute one percent (1.0%) of a professional educator's salary into a 403B retirement savings plan. The District shall match the voluntary 403B contributions of all professional educators up to an additional one and one-half percent (1.5%) of the educator's salary. The contributions shall be made on a monthly basis as a part of the payroll process.~~

~~The District shall contribute 1% of salary into a 403B retirement savings plan for all Professional Educators. The District shall match the voluntary 403B contributions of educators up to an additional three quarters of a percent (.75%). The contributions shall be made on a monthly basis as a part of the payroll process.~~

12.5 Payroll Checks

- 12.5.1 Professional educators may individually elect to receive their annual compensation on ten (10) or twelve (12) equal monthly payments by submitting their request in writing to the District's Payroll Office prior to the end of the preceding school year. In the absence of such a written request, twelve (12) payments will be deemed to have been selected.
- 12.5.2 The method of payment selected by a professional educator cannot be changed during the course of the school year.
- 12.5.3 In cases where payments on a 10-month basis are selected, the last payment will be subject to the three months of authorized payroll deductions (i.e., professional educator contributions to health and welfare insurance, credit union, etc.).
- 12.5.4 Professional educators shall be paid on the last business day of the month. During the summer period checks shall be mailed to the designated address of the professional educator at the end of each month. ~~The parties shall continue to discuss the possibility of moving to a system of bi-monthly paychecks.~~
- 12.5.5 If a professional educator is dismissed before receiving the entire number of monthly payments selected under Paragraph 1, the District shall make a lump sum payment within two (2) business days to the

professional educator.

- 12.5.6 Salary payments for extended responsibility assignments of a seasonal nature, such as coaching, shall be paid at the professional educator's option: (a) in a lump sum at the end of a season, or (b) prorated over a three-month period during the season, or (c) prorated over the months remaining in the work year following the beginning of that season.

12.5.7 Part-time and Extended Contracts

- 12.5.7.1 Professional educators, who work less than full-time, shall be paid at a pro-rata portion of the full-time salary. Part-time contracts shall be paid out over the regular 10- or 12-month paychecks. Other unpaid leave/time shall be deducted in the next paycheck.
- 12.5.7.2 Professional educators, who are granted an extended contract to work beyond the normal work year, shall be paid at their normal per diem rate for each additional day (or portion thereof). Extended contracts that are known at the beginning of the year shall be paid out as part of the normal paychecks (over 10 or 12 paychecks). Other extended hours/contract days shall be paid in the next month's paycheck after the work has been completed.

12.6 Special Salary Provisions

- 12.6.1 If there are no applicable special salary provisions or extended responsibility provisions listed in the contract, professional educators shall be paid their per diem hourly rate for work specifically requested by the District beyond the work day/year.
- 12.6.2 Upon mutual agreement between the professional educator and the administrator, professional educators may be paid special salary provisions as listed below. Changes in this section are effective upon ratification of this contract.
- 12.6.2.1 The daily rate for the base salary is the per diem rate of the base salary in Appendix A (Step 1 on the ~~BA+0~~ MA+0 ~~BA+15~~ column).
- 12.6.2.2 Professional educators working in the regular day school, evening high school, and home instruction program shall receive .22 times the daily rate for the base salary per hour or the member's hourly rate; whichever is higher. Such professional educators shall not teach more than ten (10) hours per full workweek under this provision.
- 12.6.2.3 Professional educators assigned as Student Activity Advisors and for student supervision at times after the workday shall be paid 0.13 times the base salary daily rate per hour. Non-paid volunteers may be used in these positions only if such positions would not otherwise be filled by unit members.
- 12.6.2.4 A professional educator appointed to substitute in an administrative or supervisory position shall be paid ~~his/her~~ their teaching salary plus 0.17 times the base salary daily rate per working day for a short-term emergency period not to exceed one (1) or two (2) consecutive days. When the professional educator assumes full responsibility for the administrative or supervisory position for a period of three consecutive days or more an extended period of time, ~~s/he~~ they shall receive the pay of the regular appointment. ~~A professional educator who serves in such position while the principal is in the city, but out of the building for one-half (1/2) day or more, shall receive such pay. If a principal is out of the city or incapacitated, a substitute for the professional educator shall be provided in addition to such pay.~~
- 12.6.2.5 Rate of pay for teachers of in-service classes shall be 2.0 times the base salary daily rate per credit hour.
- 12.6.2.6 Professional Educators of Outdoor School and other overnight field trips shall receive an additional 0.65 times the base salary daily rate. If Outdoor School is held on a Sunday, and the professional educator volunteers to work, ~~he/she~~ they shall be paid 1.3 times the base salary daily rate.
- 12.6.2.7 Rates of pay for professional educators for each half-day session of Summer School shall be 3.2

times the base salary daily rate.

~~12.6.2.8 Educators who use bilingualism in~~ GR 11/26/23

12.6.3 Each school year the Human Resources Department shall post the rates of pay for all rates included in Section 12.5 Special Salary Provisions.

~~12.6.4 Educators who provide letters of recommendations to students will be compensated one (1) hour of compensation per letter, at the Educator's hourly rate.~~

~~12.6.5 All stipends shall be increased annually by the percentage of COLA increase for that year.~~

12.7 Fingerprinting

The District agrees to annually budget a fund to pay for the cost of fees charged by agencies for fingerprinting and the accompanying criminal check required by TSPC or the ODE.

12.8 Materials and Supplies Stipend

Each professional educator shall receive one hundred dollars (\$100) per school year to purchase materials. This stipend is in addition to those materials and supplies that are normally budgeted by the District.

Article 12 Tentative Agreement


For the Association

11/26/23
Date

 11/26/23
For the District Date

Article 13 - PAT Package Proposal - 11/20/2023 3:30 am

Article 13 - PAT Package Proposal - 11/20/2023 3:30 am



ARTICLE 13 INSURANCE PROTECTION

13.1 Health and Welfare Trust

13.1.1 The District and the Association agree to continue participation in the School District No. 1 Health and Welfare Trust per the Trust Agreement as adopted November 9, 1972, and any amendments thereto.

13.1.2 Subject to the qualifications stated below, the monthly District contribution to the Trust toward the costs of health insurance benefits, including medical, dental, vision, prescription drug, and group term life insurance, and associated administrative costs and Trust reserves for full-time professional educators, and their eligible dependents and domestic partners is as follows:

13.1.2.1 The District shall contribute for full-time eligible professional educators and their eligible dependents and domestic partners ninety-three percent (93%) of the PAT composite premium.

13.1.2.2 The professional educators shall pay any remaining amount of the PAT composite premium as a payroll deduction. Such payments shall continue to be paid as a tax-sheltered employee deduction as permitted by IRS regulations.

13.1.2.3 Group term life insurance with accidental death and dismemberment (AD&D) shall be provided with a benefit of \$50,000. Professional educators covered by health insurance benefits shall have the ability to purchase additional coverage by payroll deduction.

13.1.3 Long Term Disability

All eligible professional educators must enroll in Long Term Disability (LTD) coverage. The Association shall be responsible for setting the eligibility and plan requirements. The full premium cost of the LTD plan shall be paid by the professional educators.

13.1.4 Insurance Coverage

Professional educators may opt out of medical, dental, vision, prescription drug benefits, and additional life insurance. Neither the District nor the professional educator shall make payments to the Trust for those who opt out. However, these professional educators shall be enrolled in the \$50,000 group life insurance with AD&D at the District's expense and in the LTD plan at the professional educator's own expense. ~~This opt out provision shall expire one year after the successor to this Agreement is ratified. However, the change will not be implemented until the start of the first plan year thereafter.~~

13.1.5 The benefits in existence on the date of execution of this Agreement, including the provisions identified in Appendix F, shall be maintained by the District for the full term of this Agreement, except if mandated by a new state insurance plan.

13.1.6 The District shall make this contribution from September through August of the school year. As used in this Paragraph, the words "through August" refer to the payment made by the District in early August, even though the professional educator contributions remitted by the District for such payment may have been deducted from July payroll checks. Before such payment per month, as indicated above, is required with respect to a professional educator, the Trustees shall certify to the District that the professional educator (himself or herself) has such medical/hospitalization coverage through the Trust. A full contribution shall be made by the District for professional educators having a work schedule of seventy-five percent (75%) or more of a full-time professional educator. The District shall make a contribution of fifty percent (50%) of the composite rate for professional educators having a work schedule of fifty percent (50%) up to seventy-five percent (75%) of a full-time professional educator.

Article 13 - PAT Package Proposal - 11/20/2023 3:30 am



- 13.1.7 For temporary professional educators, the District shall make a contribution to the Health and Welfare Trust in accordance with 13.1.2 for two (2) months following the end of the standard work year, as defined in Section 6.2, if the temporary professional educator(s):
- 13.1.7.1 worked at least half-time, and worked at least half of the contract year, and finished the contract year in a bargaining unit position; or
 - 13.1.7.2 worked at least half-time and is retained in a bargaining unit position for the following school year.
- 13.1.8 Professional educators on unpaid leave of absence shall not suffer loss of benefit in excess of the period of time not worked during the regular work year. If paid leave extends up to the beginning of winter, spring and/or summer recess periods, such recess periods shall not count as time not worked.
- 13.1.9 The District shall assure the continuation of a tobacco abatement program, through the Health and Welfare Trust, for professional educators and their families.

13.2 Liability Insurance

The District shall provide, on a fully paid basis, bodily injury, liability and property damage insurance coverage, to the limits carried by the District for the use of automobiles owned, leased or hired by a professional educator while in the normal course of ~~his/her~~ their duties as an employee of the District. This coverage shall apply only as excess insurance over and above other valid and collectible liability insurance carried by the professional educator. The District may require as a condition to this coverage that before the vehicle is used on District business, the professional educator provide a license of insurance showing that he or she has at least the minimum amount of insurance required to license a vehicle in the State of Oregon. The District will reimburse the professional educator for any deductible cost the professional educator is required to pay, as a result of an on-duty accident, not to exceed five hundred dollars (\$500). Reimbursement will not be made if the professional educator is convicted of or admits to driving under the influence of intoxicants or with a suspended license.

13.3 Professional Association Insurance Program

The District shall recognize the rights of the Association to select carriers of insurance programs where membership in said program is contingent upon membership in the Association. Subject to the mechanical limits of the District's payroll system, the District shall make available payroll deductions for professional educators participating in such insurance programs.

- 13.4 The District will continue the I.R.C. Section 125 Flexible Benefit Plan during the term of this Agreement.


13.5 Domestic Partners


Insurance coverage for same sex and opposite sex domestic partners shall be provided the same as spousal benefits. The definition of domestic partner is included as Appendix C.

13.6 Employee Assistance Program (EAP)

The District shall continue to provide an Employee Assistance Program (EAP) that allows each professional educator to refer themselves confidentially to the EAP provider.

Article 13 Tentative Agreement


For the Association 11/20/23
Date


For the District 11/20/23
Date

Article 14 - Tentative Agreement - 8/28/23

ARTICLE 14

MILEAGE, PARKING AND PROCUREMENT CARDS (P-CARDS)

14.1 Mileage

14.1.1 Eligibility

Professional educators who regularly use their automobiles for on-the-job travel shall be entitled to mileage reimbursement provided they have on file with the District a current proof of insurance from their insurance company verifying they have insurance coverage at least equal to the State of Oregon minimum requirement for registering a vehicle in the State.

14.1.2 Reimbursement

Mileage shall be reimbursed at the IRS rate. If during the life of this Agreement, the IRS rate changes, the District will change its reimbursement within thirty (30) days of the effective date of the new IRS approved amount. Professional educators required to use public transportation for on-the-job travel, or who are approved for a daily-use car rental, shall receive reimbursement for the fare/rental providing they submit the required verification, or supervisor authorization.

14.1.2.1 Each year, any professional educator who must travel frequently as part of the regular assignment shall designate which of ~~his/her~~ **their** assigned buildings is ~~his/her~~ **their** home building. The professional educator shall use the District approved form to notify the account payable department of this designation.

14.1.2.2 Mileage between the home building and the professional educator's residence is not eligible for reimbursement.

14.1.2.3 For the first instance of travel on any given work day, the professional educator will be reimbursed for any mileage greater than the distance between ~~his/her~~ **their** residence and ~~his/her~~ **their** designated home building.

14.1.2.4 Any travel after the first daily instance, but prior to the end of the work day, shall be reimbursed.

14.1.2.5 The mileage between the final work site and a professional educator's residence will only be reimbursed if it exceeds the mileage between the designated home building and ~~his/her~~ **their** residence. Only the excess mileage shall be reimbursed.

14.1.2.6 Consistent with IRS regulations and District policies and procedures, the District's Mileage Expense Reimbursement Request Form must be submitted no later than sixty (60) days from the date the actual expense was incurred. If a professional educator submits for reimbursement beyond the sixty (60) day limit, the amount of reimbursement shall be reduced by the amount of employer and employee associated taxes.

14.2 Parking/Commuting

14.2.1 At locations where the District has parking for teachers:

14.2.1.1 Professional educators with disabled person parking permits (either temporary or permanent) shall be given priority to receive teacher parking closest in proximity to entranceways to the work site.

Article 14 - Tentative Agreement - 8/28/23

14.2.1.2 Itinerants shall be given a reserved staff parking spot.

14.2.2 The District and the Association will jointly explore ways to improve and reduce the costs of commuting for professional educators.

14.2.3 In recognition of the challenges at certain District locations related to parking access for professional educators, the District will convene a work group to assess the parking and other transportation needs for each of its locations and to provide a recommendation for future action no later than June 1, 2024.

14.3 Procurement Cards (P-Cards)

14.3.1 Eligibility

The District shall determine the professional educators who will be authorized for a P-Card based on business needs of the District for the purpose of making authorized purchases or payments on behalf of the District. The District shall place the application for the P-Card on the District website. A professional educator must obtain ~~his/her~~ **their** supervisor's approval in order to apply. Professional educators shall complete District training on P-Card usage prior to obtaining a card, and reconciliation training prior to the first month's reconciliation for that professional educator's card.

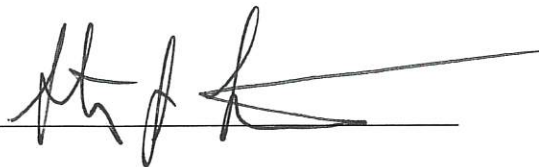
14.3.2 Usage

Professional educators approved for a P-Card are responsible for following the District P-Card Manual(s), assuring that all purchases are for appropriate use as defined in the manual, retaining all documents and receipts, providing those documents when requested by the District, and reconciling P-Card transactions as required by the District.

14.3.3 Notification to the Association

The District shall notify the Association of any changes to the P-Card Manual(s). Upon request, the District will provide a list of professional educators who are currently authorized for P-Cards. In addition, the Association and the District shall mutually agree to changes to discipline resulting from P-Card misuse, and changes to the usage of the P-Card that result in new out-of-pocket expenses for professional educators. The Association may offer suggestions on other changes to the P-Card Manual(s).

For the Association:



For the District:



8/28/23

8/28/23

Article 15 - TENTATIVE AGREEMENT 11/16/23 5pm

Article 15 - TENTATIVE AGREEMENT 11/16/23 5pm

ARTICLE 15 RETIREMENT

15.1 Unused Sick Leave

Pursuant to Chapter 646, Oregon Laws 1973 (Senate Bill 622), the District shall request that the Public Employees Retirement Board add to the gross amount of salary used in determining the "final average salary" as defined in ORS 237.003(12) (for utilization in determining total retirement allowances) the monetary value of one-half (1/2) of the accumulated unused sick leave for each professional educator of the District.

15.2 Early Retirement Incentives

15.2.1 Insurance

- 15.2.1.1 The District shall contribute to the School District No. 1 Health and Welfare Trust the cost of medical/hospitalization prescription plan for professional educators who:
- a. elect early retirement and are eligible to retire under the Public Employees Retirement System (PERS);
 - b. have completed at least fifteen (15) years of service with the District by September 30, 2020;
 - c. are at least sixty (60) years of age eligible to retire with PERS, but not yet eligible for Medicare; and
 - d. are eligible under such plan then offered by the Trust.
- 15.2.1.2 The District shall pay one-half (1/2) of the cost for the spouse/or domestic partner (as defined in Appendix C) of the retiree enrolled in the Plan.
- 15.2.1.3 For retirees, the list of benefits in existence on the date of execution of this Agreement shall be maintained by the District for the full term of this Agreement.
- 15.2.1.4 Professional Educators eligible under this section may self-pay the ~~for such~~ cost of benefits following the exhaustion of the entitlement set forth above ~~shall be available for qualified early retirees exercising this option to age sixty (60). This provision shall also apply~~ for up to five (5) years or until eligible for Medicare, whichever comes first, for professional educators who become unable to work because of disability as determined by PERS or the Disability Insurance Program provided by the Health and Welfare Trust. A qualifying retiree below age sixty (60) must elect to have District contributions commence upon retirement, but the District shall then cease its contributions at the end of sixty (60) months. Such professional educator may continue to maintain his/her coverage on a self-pay basis until age sixty-five (65).

15.2.2 Stipend

- 15.2.2.1 The District shall provide an early retirement incentive of four hundred twenty-five dollars (\$425) per month to professional educators of half-time or more who elect early retirement.
- 15.2.2.2 To qualify, professional educators must meet the following criteria:
- a. They must be eligible to retire under the Oregon Public Employees Retirement System; and
 - b. They must have accumulated fifteen (15) years of service with the District by September 30, 2020.

15.2.3 Such payments shall extend for sixty (60) months or until the professional educator reaches age sixty-two (62), whichever is first. A professional educator must give written notice of retirement no later than sixty (60) days prior to the effective date. Upon death of a professional educator receiving the early retiree incentive, the remaining payments will be made to the surviving spouse or estate of the retiree.

15.2.4 The District and Association shall form a workgroup to meet and explore alternatives to early retirement incentives for Tier 3 professional educators that will serve as an incentive to retain mid-career members and to be cost neutral to the District.

15.3 Early Notice of Retirement

Professional educators who give early notice of retirement shall receive early notice incentives in accordance with the provisions of Section 18.2.

15.4 Re-employment of Retirees

Professional educators who retire under the Oregon Public Employee Retirement System ("PERS") on or after December 1, and who the District re-employs between the Retiree's PERS retirement date and June 30 ("Retirees") are eligible for the benefits under this section.

15.4.1 The Retiree

15.4.1.1 Must have a PERS retirement date on or after December 1, and no later than June 1;

15.4.1.2 Must have submitted a written District Resignation Form ending District employment prior to the Retiree's PERS retirement date; (Note: Under PERS rules the PERS retirement date is the first of the month after an employee ends District employment. For example, if a professional educator ends employment on the last contract day before Winter Break, ~~his/her~~ **their** PERS retirement date would be January 1. If a professional educator ends employment on January 1, ~~his/her~~ **their** PERS retirement date would be February 1.); and

15.4.1.3 Must declare in writing his/her request to begin a new employment relationship with the District as a Retiree in the Retiree's prior position through the end of the work year or June 30, whichever first occurs. This written notice must be submitted to the District as part of the District Resignation Form no later than thirty (30) calendar days before the PERS retirement date.

15.4.2 The District will report all unused earned sick leave to PERS, except as stated in Section 15.4.4.2.c.

15.4.3 A Retiree will be re-employed by the District in the position that the Retiree held on the Retiree's date of resignation only if all of the following conditions are met:

15.4.3.1 The professional educator elects to retire between December 1, and June 30 of that school year; and

15.4.3.2 No internal transfer options are identified; and

15.4.3.3 There is no one on layoff status who is qualified for the position.

15.4.4 Any period of reemployment between December 1, and June 30, is a new employment relationship between the Retiree and the District as outlined below:

15.4.4.1 A re-employed Retiree is expected to demonstrate reliable and regular attendance at work and meet all expectations of the assignment.


15.4.4.2 Pay and benefits for re-employed Retirees are set forth below:

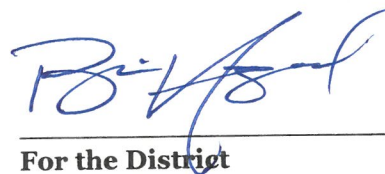
a. Insurance coverage under the District's insurance for active employees shall continue through July 31, if permitted by the terms of such insurance.

b. Retiree will be paid at ~~his/her~~ **their** pre-retirement rate of pay, less the 6% PERS pickup.

- c. Retiree will retain one (1) day of sick leave for each month worked, beginning the first month after his/her retirement date, and ending with the month in which the work is completed or June 30, (whichever comes first), but will not be eligible for any other District paid leaves.
 - d. Retirees will not have access to professional growth or professional improvement funds.
 - e. The PAT/PPS collective bargaining agreement may contain other pay or insurance provisions that apply. A Retiree performing duties such as coaching or advisor work following his/her retirement date is paid pursuant to the District/PAT collective bargaining agreement and time spent performing such extra work counts as hours for the purpose of the PERS maximum hours calculation.
 - f. For purposes of clarifying the language under the PAT/PPS collective bargaining agreement regarding the Early Retirement Incentive Stipend ("ERI"), a Retiree will begin to receive the ERI upon retirement, which means "separation from service" under Internal Retirement Code Section 409A. The ERI is intended to comply with the requirements of Code Section 409A, and will be interpreted in a manner consistent with the intent.
- 15.4.5 This new employment relationship between the District and the reemployed Retiree will end on the last day of the work year in June. In no event will the Retiree's reemployment extend beyond June 30.
- 15.4.6 Promise of employment as a Retiree after the end of the contract year in which he/she retires is neither stated nor implied.
- 15.4.7 Section 15.4 shall expire one year after the successor contract is ratified.

Article 15 Tentative Agreement

 11-16-23
 For the Association Date

 11/16/23
 For the District Date



ARTICLE 16 EXTENDED RESPONSIBILITY

- 16.1 Professional educators with an extended responsibility assignment as set forth in Appendix B, attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- 16.2 Extended responsibility pay is for activities and responsibilities performed, primarily outside the standard workday. It is understood that, except for those that are extensions of the classrooms or job assignment, extended responsibility pay positions are voluntary. Extended responsibilities may require work outside of the standard workday and/or work year. If there is a desire to change or increase these requirements, the District or Association must refer the changes to the extended responsibilities committee. Only mutually agreed upon changes shall be implemented.
- 16.3 Extended responsibilities that are an extension of the assignment are indicated in Appendix B by (*). Such extended responsibilities shall be required and shall be automatically calculated in the professional educator's salary. If the school does not have a regular classroom assignment (e.g., no newspaper class), the extended responsibility would not be included under this section. In such cases, the extended responsibility would be voluntary. Extended responsibilities that are an extension of the assignment as indicated in Appendix B by (*) are covered by Article 8.
- 16.4 When part-time professional educators hold an extended responsibility, the percentage of the extended responsibility shall be determined by the portion of the responsibility for which they are responsible. For example, a .5 FTE professional educator who is responsible for a full coaching extended responsibility shall be paid 100% of the extended responsibility rate. However, a .5 FTE TOSA shall receive .5 of the extended responsibility rate with the expectation that ~~she/he~~ **they** perform .5 of the extended responsibility duties.
- 16.5 Professional Educators shall not be required to participate in non-district sponsored activities as a prerequisite to being placed in extended responsibility positions.
- 16.6 Professional Educators may request information regarding the general expectations for the extended responsibility assignment before accepting the assignment.
- 16.7 The Extended Responsibility Base rate shall be the ~~BA+15 BA~~, step 1 rate. All extended responsibility percentages in Appendix B shall be calculated using this base rate.
- 16.8 Placement on the extended responsibility schedule shall be based on prior experience in the particular position. However, experience in a category with more than one level shall apply to another level (e.g., vocal music A and B). Experience as an assistant coach shall not be counted toward experience as a head coach.
- 16.9 Experience credit shall be given for each year in a particular extended responsibility position.
- 16.10 With the exception of extended responsibility positions that are an extension of the classroom or assignment, extended responsibility positions are voluntary, but when filling these positions, the District will give first priority to current bargaining unit members.
- 16.11 Educators who volunteer and are approved to lead student affinity groups before school, during student-lunch times, or after school shall be provided a release period or Extended Responsibility at 3% of the base salary. Bargaining unit members who co-lead an affinity group will receive a prorated extended responsibility pay. The district shall dedicate funding for affinity groups. The affinity groups will be determined by the administrator based on the student population, needs, and interest within each school. Whenever practical, affinity group providers should mirror the affinity population of students. ~~Educators of color who led affinity groups during 2019-2020 or 2020-2021 shall be considered when determining paid affinity group leader positions for the 2021-2022 school year. In addition, the District will fill the affinity group positions following Article 16.10.~~

Article 16 - Tentative Agreement 11/16/23 5pm

16.12 Training for Coaches

The District may require the current hours of online training units and completion deadlines for coaches as long as the coaches can direct when the online training takes place. If other online training is required, coaches shall be paid at the professional educator's hourly rate, or at the BA+15 ~~BA+0~~ step 1 hourly rate for bargaining unit members who have an ER assignment but no additional classroom/job assignment as a PAT bargaining unit member (ER-only bargaining unit members). Training for coaches other than self-directed online training is voluntary and paid at the professional educator's hourly rate, or at the BA+15 ~~BA+0~~ step 1 hourly rate for ER-only bargaining unit members.

16.13 Extended Responsibilities Committee

16.13.1 A joint committee of six (6) members, three (3) designated by the Association and three (3) by the District, shall be formed within 90 days of the ratification to review the extended responsibility schedule (Appendix B).

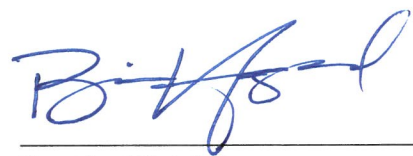
16.13.2 This Committee is expected to:

- 16.13.2.1 review and/or develop current job descriptions for all extended responsibilities positions, starting with the technology coordinators and TOSA job descriptions;
- 16.13.2.2 develop a comparison of the extended responsibilities pay with comparable positions in other school districts in the Portland metropolitan area, starting with the athletic director and head coaches' positions;
- 16.13.2.3 develop a classification system for extended responsibilities taking into consideration the number of students, number of events, hours worked and length of season;
- 16.13.2.4 make recommendations to the Superintendent and the Association President in the rate of pay based on the classification system developed above;
- 16.13.2.5 make recommendations to the Superintendent and the Association President for deletions, additions and changes to the list of position on the extended responsibilities schedule; and
- 16.13.2.6 develop a system to review requests to add new extended responsibilities positions or to change the rate of pay for current positions based on the point systems developed above.

16.13.3 ~~The Committee shall meet by October 31, 2019. The findings of the committee shall be presented to the Association and District bargaining teams by no later than January 31st, 2025. The parties shall bargain changes to Extended Responsibility with the intention of implementing an agreement for the 2025-26 school year.~~ Recommendations from the Committee will be considered in the ~~2020 2025 2023~~ successor bargaining unless the parties mutually agree otherwise.

Article 16 Tentative Agreement

 11-16-23
For the Association Date

 11/16/23
For the District Date

Article 17 - 9 pm PAT Package Proposal 11/20/23 2:00am

Article 17 - 9 pm PAT Package Proposal 11/19/23 2:00am

ARTICLE 17 LEAVES

17.1 General Provisions

17.1.1 Leave Applications

- 17.1.1.1 All applications for and approval of leaves shall be in writing.
- 17.1.1.2 Leave applications must be made to the appropriate leave category (e.g., sick leave, family illness leave, personal leave, bereavement leave).
- 17.1.1.3 Paid and unpaid leaves for professional educators set forth in this Article are intended to be used only for their intended use.
- 17.1.1.4 A leave day is equal to eight (8) hours of leave time. Professional educators shall not be required to use leave time when missing the ~~two-hour~~ **90-minute** staff meetings or training sessions that are beyond the workday as described in Section ~~7.12.1.1~~ **7.10.1**.
- 17.1.2 The District shall comply with Federal, State and local laws regarding leaves, including but not limited to the Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA), the "School Employee Sick Leave Statute" ORS 332.507, ~~and the "Sick Time Statute" ORS 653.601 – 653.616,~~ **and the Paid Family Medical Leave Insurance Law (PLO) ORS 657B.**
- 17.1.3 All PPS Leave Guidelines made available to PAT members shall conform with the provisions of this article and shall not include guidelines/information about other bargaining groups/non-represented employees unless clearly labeled as such.
- 17.1.4 **Professional educators shall have the right to choose whether they wish to supplement PLO benefits with a all or a portion of pro-rata share of their accrued sick leave to fully replace their pay.** ~~"unless they elect not to have PLO benefits supplemented by their accrued sick leave."~~ *[PAT asserts this qualifier is unnecessary; members always have a choice about whether or not to pursue what they are entitled to.] [To comply with SB 913].*
- 17.1.5 **Employees who need leave for reasons that qualify under OFLA/FMLA, PLO or for reasons related to domestic violence, sexual assault, harassment, or stalking may choose to apply for PLO benefits.**

17.2 Paid Leaves

17.2.1 Sick Leave

17.2.1.1 Accumulation

- a. Professional educators shall be granted **at least** ten (10) days sick leave, which includes the statutory requirement during each school year. Such sick leave shall be credited to said professional educators on the first contract day of the school year. Professional educators who begin service after the beginning of the school year shall receive one (1) day of sick leave for each payroll month remaining in the school year with all such days being credited on the professional educator's first day of employment.
- b. A professional educator who uses ~~his/her~~ **their** annual sick leave accrual and subsequently resigns for reasons other than illness or retirement prior to completing the work year, shall be obligated to refund the District an amount equal to one (1) day sick leave for each month not worked. The District shall deduct such amount from any final pay due the professional educator.
- c. Professional educators on extended work year and/or Summer School shall be

credited with one (1) additional sick leave day for each additional twenty (20) days worked not to exceed a total of twelve (12) days of sick leave credit per fiscal year.

- d. The total unused sick leave days can be accumulated and shall be unlimited in accordance with state statutes.
- e. A professional educator who has accumulated sick leave during employment in another Oregon school district shall be entitled to transfer any accumulated sick leave from such district upon proper verification. The transfer of sick leave accumulated with another Oregon district shall be effective when the professional educator has completed thirty (30) working days in the District.
- f. **Professional educators who have exhausted their accumulated sick leave may choose to use any accrued, unused family illness days, as provided in 17.2.2, for any purpose for which they could use sick leave.**
- g. When a professional educator has exhausted ~~his/her~~ **their** sick leave, ~~s/he~~ **they** shall receive additional leave equal to one (1) day for each school year of at least 135 days of service in this district at two-thirds (2/3) of ~~their~~ **his/her** daily rate under ~~their~~ **his/her** basic salary. Credit for any year can only be utilized once.
- h. Professional educators shall not be credited with any sick leave with respect to periods during which they are on an unpaid leave of absence from work with the District of more than one (1) month duration.

17.2.1.2 Utilization

- a. Professional educators who are absent because of personal illness or medical/dental appointments shall receive compensation during such absence in accordance with provisions pertaining to sick leave allowances.
- b. A professional educator working an extended contract beyond the normal school year or during Summer School, may charge absences due to personal illness to ~~his/her~~ **their** sick leave account. The District shall pay the cost of any required substitute.
- c. Professional educators on any extended leave (more than one (1) month) will not be charged with days of sick leave or paid for days of illness during such leave, except when an illness or injury is the factor which entitled the professional educator to the leave in question.
- d. **In addition to receiving paid leave benefits under the PLO program or District's approved equivalent plan, a** ~~A professional educator~~ **may charge against** ~~his/her~~ **their** accumulated sick leave ~~for up to twelve (12) weeks~~ following the birth, ~~or~~ adoption, or foster care placement of a child **to achieve replacement of their pay. If the professional educator has accumulated sick leave remaining after exhausting PLO benefits, they may also use that to continue in paid status, up to the amount provided in Article 17.4.3** ~~has been exhausted, the professional educator may use other paid or unpaid leave for part or all of the twelve (12) week period.~~ The professional educator is entitled to all benefits guaranteed under the FMLA and/or OFLA **and Paid Leave Oregon** which may exceed this provision.
- e. A professional educator's accumulated sick leave shall not be charged on days designated as paid holidays under this Agreement, or when an absence was directed by the District.
- f. The District shall maintain a sick leave bank for use by professional educator who have exhausted their accumulated sick leave. Use of this leave shall only be in accordance with the sick leave bank guidelines. The Association can solicit voluntary contributions up to four thousand (4000) hours per year. Use of the sick leave bank will be monitored through the contract administration process. **Employees will be eligible to use the sick leave bank to achieve 100 percent replacement of their pay while utilizing PLO benefits.**
- g. A professional educator may use sick leave in one-hour increments or in per-day units.

17.2.2 Family Illness Leave

17.2.2.1 **In addition to receiving paid leave benefits under the PLO program or District's approved equivalent plan, p**Professional educators shall receive up to forty (40) hours or five and one third (5.33) days family illness leave per school year with pay in case of illness of a member of the professional educator's immediate family. **This leave can be used in lieu of or in addition to PLO family leave benefits or to achieve replacement of their pay while receiving PLO benefits.** Professional educators who commence employment after the end of the first semester shall be entitled to one and one-half (1-1/2) days of family illness leave.

17.2.2.2 Inherent in use of this leave is that care or attention by the professional educator is needed. In the event emergency conditions arise, an extension of family leave shall be determined upon individual merit by the Superintendent.

17.2.2.3 "Immediate Family" shall be interpreted to mean spouse, domestic partner (as defined in Appendix C), children, parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, stepparents, stepchildren, stepsiblings ~~or~~ other persons who regularly live in the professional educator's home, **and any other family member as defined under OSB 657B.010.**

17.2.2.4 **In addition to receiving paid leave benefits under the PLO program or District's approved equivalent plan, and after utilizing the available days for family illness leave,** ~~After utilizing the available days for family illness leave,~~ the professional educator may charge against ~~his/her~~ **their** accumulated sick leave when additional time is needed to provide care for a member of the professional educator's immediate family.

17.2.3 Absence due to Injury on Duty

The District shall pay to any professional educator who is unable to work due to an on-the-job injury the difference between ~~his/her~~ **their** salary benefits received by the professional educator under the Oregon Worker's Compensation Law and ~~his/her~~ **their** normal salary. This differential pay shall apply when the absence is due to a compensable injury as defined in ORS Chapter 656 and shall be paid for the period when worker's compensation benefits are paid but not exceeding 180 days for one injury. Absence due to such compensable injury shall not be charged against the professional educator's accumulated sick leave. For other periods of work-related injury absence, charge will not be made against the professional educator's accumulated sick leave. In the event differential payment is made by the District and the absence of the professional educator is subsequently determined to be non- compensable, charge will be made against the professional educator's accumulated sick leave, if the absence so qualifies, and the professional educator shall be obligated to reimburse the District for payments received in excess of accumulated sick leave time.

17.2.4 Absence Due to Quarantine **or Isolation**

~~In the event a declaration of quarantine made by the Public Health Official prevents a professional educator who is not ill from reporting to work, the professional educator shall not suffer a loss in pay and no charge will be made against the professional educator's accumulated sick leave.~~

An employee's absence from work as a result of direction from a public health official because of to implement quarantine or isolation to prevent the spread of a communicable disease by the appropriate public health official shall not be charged against the employee's sick leave and the employee shall suffer no loss in pay. Quarantine or isolation pay will not extend past the standard quarantine or isolation period established by the local public health authority. If an absence due to quarantine or isolation exceeds thirty (30) days, the employee must use their sick leave.

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

17.3 Other Paid Leaves

17.3.1 Bereavement Leave

Professional educators shall be granted bereavement leave with pay for each death as follows:

- 17.3.1.1 One (1) day to attend a funeral or memorial service because of the death of a friend or relative. An additional day shall be granted when travel beyond the one day is required.
- 17.3.1.2 Four (4) days because of death in an immediate family; six (6) days in case of parent, spouse, domestic partner, or child). "Immediate family" shall be interpreted to mean spouse, domestic partner (as defined in Appendix C), children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers or sisters, stepparents, stepchildren, stepsiblings; and also any person regularly living in the home of the professional educator for whom the professional educator was responsible.
- 17.3.1.3 In addition, professional educators may use up to six (6) days of accrued and unused leave for the death of an immediate family member, in the order determined by the employee. In the event a professional educator has exhausted all forms of paid accrued leave, the professional educator shall be able to use up to six (6) days of unpaid leave. The total number of combined leave days for bereavement will not exceed ten (10) days. An employee may apply for other unpaid leave if needed.

17.3.2 Personal Leave

- 17.3.2.1 Each professional educator shall be entitled to three (3) days leave without loss of pay for personal business. Professional educators who commence employment after the end of the first semester shall be entitled to one (1) day of personal leave.
- 17.3.2.2 Except in cases of emergency, the request for such leave shall be made one (1) week in advance in writing.
- 17.3.2.3 It is expected use of such leave will be limited to situations which the professional educators cannot address at times other than during the workday.
- 17.3.2.4 Professional educators may use this leave for religious observances when attendance is mandatory during the workday.
- 17.3.2.5 This leave shall not be used for vacation or recreational purposes.
- 17.3.2.6 Unused personal leave shall not accumulate for use in another school year.
- 17.3.2.7 Also see unpaid personal leave in 17.4.2.

17.3.3 Mandatory Court Appearance

- 17.3.3.1 When a professional educator is required to appear as a witness in court, the District shall authorize such absence without loss of pay. If the professional educator receives a witness fee, such fees shall be turned in to the Business Office. In cases where the professional educator is a party to the action, ~~his/her~~ **their** absence will be personal leave without pay or, at the professional educator's election, leave days provided in C.2 may be used therefore.
- 17.3.3.2 A professional educator required to appear in court as a party with the District shall be released without loss of pay. If a professional educator is subpoenaed to appear in court as a third-party witness because of ~~his/her~~ **their** job duties outside of the contract year, ~~his/her~~ **they** shall receive ~~his/her~~ **their** per diem hourly rate of pay. Witness check fees shall be signed over to the District.

17.3.4 Jury Duty

Professional educators subpoenaed for jury duty shall be excused for that purpose without loss of pay provided that, when the professional educator receives ~~his/her~~ **their** jury fee, said fee shall be sent to the Business Office. On days when the professional educator is excused from jury duty ~~s/he~~ **they** will report to their work assignment provided they are able to do so before the end of the lunch period.

17.3.5 Professional Leave

Article 17 - 9 pm PAT Package Proposal 11/20/23 2:00am

- 17.3.5.1 At the beginning of each school year, each professional educator shall be credited with two (2) accumulative days to be used for professional leave. However, a professional educator may not use more than four (4) of these days in any year. Professional leave may be used for the following:
- a. visitation to view instruction techniques or exemplary programs.
 - b. conventions, conferences, workshops or seminars related to **PK-12 education, racial equity, climate justice, or** the professional educator's assignment with the District.
- 17.3.5.2 The professional educator shall inform ~~his/her~~ **their** supervisor by submitting a leave request at least one (1) week in advance.
- 17.3.5.3 The professional educator may be required to file a written report within one (1) week of attendance at such convention, visitation, conference, workshop or seminar.
- 17.3.5.4 Participation by a professional educator in activities on the statewide in-service day shall not be counted against professional leave days.
- 17.3.5.5 If the length or location of a convention, conference, workshop or seminar requires the professional educator to be in attendance more than two (2) school days, the professional educator may use ~~his/her~~ **their** personal leave.
- 17.3.6 Leave for service to education-related state agencies.

Professional educators who are appointed to serve non-paid on education-related state agencies shall be released for meetings/hearings/reviews without loss of pay. The District shall provide substitutes for such professional educators.

17.4 Unpaid Leaves

- 17.4.1 Requests for a full year unpaid Personal, Exchange, or Career Development leave of absence (whether part-time or full-time) for the next school year must be submitted to Human Resources prior to ~~March~~ **February** 1 or the leave will not be approved, except in extenuating circumstances where such leave requests will not be unreasonably denied.

17.4.2 Personal Leave

- 17.4.2.1 Professional educators shall be entitled to three (3) days unpaid leave per year for personal reasons. Except in cases of emergency the request for such leave must be made one (1) week in advance in writing.

- 17.4.2.2 Also see paid personal leave in 17.3.2.

- 17.4.2.3 Full-year Unpaid Personal Leaves

A personal leave of absence of one (1) year shall be granted to a contract professional educator upon application prior to the deadline in 17.4.1. At the District's discretion one (1) additional year may be granted. Unpaid year-long personal leaves shall not be granted for professional educators to seek employment in other Portland metro area school districts. There shall be a cap of twenty (20) unpaid personal leaves per school year. Applications received by ~~March~~ **February** 1 shall be selected in order of seniority in the District.

For unpaid year-long personal leaves of absence for contract professional educators only, the return from leave language in Section 17.5 would be modified as follows. The contract professional educator would be unassigned from ~~his/her~~ **their** previous assignment and would be subject to reassignment in the transfer process. Such contract professional educators would be able to participate in the ~~internal phase of the transfer process~~ **Spring staffing process** as an unassigned professional educator.

- 17.4.2.4 An unpaid personal leave of absence of up to one (1) year may be granted to a probationary professional educator upon application. At the District's discretion, one (1)

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additional year may be granted. Probationary professional educators approved for unpaid leaves of absence shall follow the return from leave language in Section 17.5.

17.4.3 Child Care Leave

17.4.3.1 A child care leave (maternity, paternity or adoption) shall be granted for any period up to one(1) year. Other child care leave may be granted for up to one (1) year. A professional educator requesting such leave shall give at least thirty (30) days written notice except in extenuating circumstances. Requests for a full year leave beyond the first full school year must be made prior to ~~April 15~~ February 1 or the leave will not be approved, except in extenuating circumstances where such leave requests will not be unreasonably denied. The provisions of ORS 342.840 shall apply to probationary unit members. This leave provision shall not apply to temporary professional educators. Professional educators may utilize Paid Leave Oregon benefits if the child care leave qualifies under Paid Leave Oregon regulations.

17.4.3.2 The District may require that the expiration of child care leaves coincide with the natural breaks in the school calendar so that the educational continuity is maintained.

17.4.4 Exchange and Other Teaching Leaves

17.4.4.1 A leave of absence of up to two (2) years may be granted to a contract professional educator upon application, for the purpose of participating in:

- a. Exchange Teaching Programs
- b. Foreign Military Training Programs
- c. Peace Corps
- d. Teacher Corps
- e. Job Corps
- f. VISTA
- g. Institutions of Higher Learning

17.4.4.2 The professional educator must provide evidence of enrollment in ~~be~~ a full-time participant in any such program and state ~~his/her~~ their intention to return to the District.

17.4.5 Unpaid Career Development Leave

A leave of absence of up to one (1) year (must be at least one full term) may be granted to a professional educator upon application for the purpose of career development reasonably related to ~~his/her~~ their professional responsibilities. At the District's discretion one (1) additional year may be granted.

17.4.6 Study Leave

17.4.6.1 Up to ten (10) FTE study leaves with District paid insurance shall be granted yearly.

17.4.6.2 Requirements and Procedures for Study Leaves

- a. Application forms will be available in the Human Resources Department and in the Office of the Association.
- b. Each candidate for study leave must ~~consult~~ inform with their ~~his/her~~ principal or immediate supervisor.
- c. Completed applications shall then be sent to the Human Resources Department which shall present the requests to the Study Leave Committee for evaluation.
- d. Completed applications with all necessary information for fall semester for full year study

leaves must be filed with the Study Leave committee by the second Monday in February preceding the year of study leave. Such applications for study leave for Spring Semester must be filed by the second Monday in October preceding the Spring Semester.

- e. Each applicant must submit an explicit outline of the study **and proof of enrollment**. The professional educator must maintain a minimum of twelve (12) quarter or **equivalent** semester hours each term **for a full-time leave or pro-rated for a part-time leave** while on leave. The applicant must give **his/her their** signed assurance that the plans are or are not conditional or dependent upon unresolved grants or other limited factors.
- f. Professional educators requesting study leaves of absence must submit with the application for such leave a current health form provided by the District for this purpose, properly filled out and signed by a duly licensed physician attesting to the professional educator's satisfactory health.
- g. Study leaves will not be considered a break in consecutive service for the purpose of calculating salary schedule placement, seniority or retirement credit.
- h. Educators that have a minimum of 3 (three) years at the District are eligible for a Study Leave.**
- i. Study leaves are granted in order of seniority if they meet the 3 (three) years of service at the District minimum requirement.**
- j. Any member denied Study Leave will have the right to appeal the denial to Employee and Labor Relations for reconsideration of the application.**
[Bargaining NOTE: PAT asserts that Professional Educators retain all rights under Article 5.]

~~17.4.6.3~~ Study Leave Committee

- ~~a. The Study Leave Committee shall be comprised of one (1) administrator appointed by the Superintendent and three (3) professional educators appointed by the Association for three (3) year terms, with one (1) member being appointed each year. The chairperson of the committee shall be selected from among the three (3) professional educators on the committee. In addition, a representative from the Human Resources Department shall be designated as ex-officio member of the committee and shall serve as custodian of all applications for leaves and shall keep appropriate records of committee action.~~
- ~~b. The Study Leave Committee will have responsibility for the administration of the study leave program for professional educators as follows:~~
 - ~~i. It shall make selections for study leaves.~~
 - ~~ii. It will notify all applicants of approval or rejection of study leave requests. Notice of acceptance or rejection will be made by the first Monday in March for the following fall or school year, or the second Monday in November for the spring leave.~~
 - ~~iii. The Study Leave Committee will receive and consider requests for reconsideration from applicants previously denied leaves by the Study Leave Committee.~~

~~17.4.6.4~~ Selection Criteria

~~Selection will be made by the Study Leave Committee. Selection shall be based upon the following criteria:~~

- ~~a. A balance of the needs of the applicant and the needs of the District. The needs of the applicant shall refer to leaves intended for study in his/her **their** current assignment area. The needs of the District shall refer to new assignment areas in the District or to existing areas where insufficient number of professional educators exist. The District will furnish the Association by the second week in January with a written description of such needed assignment areas and appropriate supportive data~~

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- ~~b. A proportionate distribution among eligible elementary, secondary, and special education applicants~~
- ~~c. Priority consideration will be given to applicants who have not previously received a study leave~~
- ~~d. Length of service in the District.~~

17.4.6.5 Status While on Leave

- a. A professional educator on study leave shall be considered to be in the employ of the District but is not performing work on behalf of or serving as an agent of the District while on leave.
- b. A professional educator on study leave shall retain all rights of contract status, retirement, insurance, sick leave, and automatic increases in salary as if ~~she/he~~ **they** were working during the period of leave. A study leave shall be counted as a year of service and experience on the salary schedule.
- c. In case of injury to, or other illness of the professional educator during leave which prevents ~~his/her~~ **their** completing the purpose of the leave, the study leave will be terminated and all provisions for sick leave will apply. These provisions will take effect on the first day of the next pay period following notification of illness to the Study Leave Committee and the Superintendent, verified by a medical report.
- d. After illness or injury as in Paragraph (3), upon release by appropriate medical authority the employee shall, when possible, be returned to regular duty for the remainder of the school year or shall be reinstated on study leave.

17.4.6.6 Status Upon Returning from Study Leave

- a. A professional educator taking a study leave who wishes to return to ~~his/her~~ **their** worksite must have so indicated on the application form at the time the professional educator applied for the leave. In such case, a professional educator replacing the member on study leave shall be subject to re-assignment at the conclusion of the leave. If the professional educator has indicated in writing at the time of the application that ~~she/he~~ **they** doesn't wish to return to ~~his/her~~ **their** worksite, ~~she/he~~ **they** shall be considered as an unassigned professional educator as described in Article 18: Transfers.
- b. Upon returning from study leave to ~~his/her~~ **their** position, the professional educator is subject to transfer according to the provisions of Article 18: Transfers.

17.4.7 Military Leave

- 17.4.7.1 Military leave of absence, including participation in the reserves, shall be granted to any professional educator who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.
- 17.4.7.2 Experience credit will be granted to persons on military leave in accordance with ORS 408.270.

17.4.8 Association Leave

- 17.4.8.1 A leave of absence for up to five (5) years for the President of the Association and up to four (4) years for two (2) additional positions shall be granted to a professional educator upon application by the Association for the purpose of serving as an officer of the Association or on its staff. The District shall continue to pay such professional educator(s) and provide benefits in the normal manner but will be reimbursed by the Association for the cost of salary and fringe benefits. Upon completion of such leave, a professional educator will be returned to the previous school or program if there is a vacancy within that professional educator's licensure. When no such vacancy is available, the professional educator will be returned as unassigned. Upon return from such leave a professional educator shall be placed on the salary schedule as if ~~s/he~~ **they** had been working each year of the leave. A released time PAT officer shall be considered "competent" in the grade level/subject held prior to taking Association leave.

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- 17.4.8.2 The Association agrees to consider carefully each request for release time for professional educator. Although leaves for short terms without loss of pay may be granted upon recommendation of the Office of the Superintendent or designee, the District will not pay for substitutes to cover classes while members are away from their classes on business of the Association. The Association shall pay the cost of such substitutes upon receipt of billing from the District Business Office.

17.4.9 Political Leave

A leave of absence for up to two (2) years with up to an additional two (2) years upon request shall be granted to any contract professional educator, upon application, for the purpose of campaigning for, or serving in, public office.


17.4.10 Other Leaves

- 17.4.10.1 When the schools and school offices are officially closed by the Superintendent, all professional educators shall be paid in accordance with the law.¹
- 17.4.10.2 Unit members who are assigned to tasks outside their regular responsibilities shall not have this time charged to any leave category.
- 17.4.10.3 The District, at its discretion, may extend leaves or grant other leaves requested by professional educator.

17.5 Return from Leave

- 17.5.1 A professional educator taking a leave for up to one (1) school year may return to ~~his/her~~ **their** previous position unless the position has been discontinued. Professional educators taking leaves for more than one (1) school year may be subject to reassignment. A professional educator taking a leave for more than one (1) school year may return to ~~his/her~~ **their** previous position upon approval of the District.
- 17.5.2 ~~A professional educator wishing are expected to return from an unpaid leave of absence shall so notify the Human Resources Department as required by the District.~~ A professional educator returning from an unpaid leave due to disability shall, upon request, submit a written statement from a qualified physician attesting to the professional educator's ability to resume ~~his/her~~ **their** duties.
- 17.5.3 A professional educator shall be returned to employment on the first workday, during the regular school year, following the expiration date as set forth in the Board action approving the professional educator leave. A professional educator returning from an unpaid exchange or other leave, or unpaid leave of less than one-half (1/2) of the school year, or a paid leave shall be placed on the salary schedule as if ~~s/he~~ **they** had been teaching during said leave. A professional educator returning from any other form of unpaid leave (more than one-half (1/2) of the school year) shall be paid at the next step on the current salary schedule above the one occupied during the last full work year prior to commencement of the leave; provided that, should the professional educator return in the same school year in which the leave commenced, the professional educator shall be placed on the salary step held at the beginning of the leave.
- 17.5.4 All accumulated unused sick leave, and credits toward study leave eligibility and all other accrued benefits at the time a professional educator commences a leave of one (1) or more months duration shall be restored upon return to work.

Article 17 Tentative Agreement

 11/20/23
For the Association Date

 11/20/23
For the District Date

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ARTICLE 18 TRANSFERS

18.1 Assignment Notices

- 18.1.1 "Assignment" is defined as the bargaining unit position in which a professional educator is placed.
- 18.1.2 "Transfer" is defined as a change from one assignment to another.
- 18.1.3 For purposes of determining competence under this Agreement, "subject" shall be defined in accordance with Appendix D. Competence is defined in Section 20.2.2.
- 18.1.4 A professional educator shall not be assigned to a position outside of ~~his/her~~ **their** licensure and competence except by mutual agreement between the professional educator, and the District.
- 18.1.5 Before the internal **job fair** ~~phase of interviews begins~~, administrators will either publish their initial assignments or notify staff in writing of their tentative assignments for the coming year. Professional educators shall be promptly notified in writing of any assignment changes that occur during the summer recess period.

18.2 Notice of Resignation/Vacancies

- 18.2.1 If a professional educator gives written notice of resignation (excluding resignation in lieu of termination, non-renewal or non-extension) or retirement **effective at the end of the current school year** no later than January 15th, the professional educator will receive \$1250. If a professional educator gives such written notice no later than February 15th, professional educator shall receive \$700. Such payment shall be received in the professional educator's final paycheck.
- 18.2.2 When written notice is received by a supervisor that a professional educator is resigning or transferring and will no longer occupy a position for the subsequent school year, the supervisor will promptly forward said notice to the Human Resources Department which will determine and validate that a vacancy exists. A vacancy shall be deemed to exist if the position is continuing for the subsequent year, or when a new position is created by the District.

18.3 Posting Procedures

- 18.3.1 As the District prepares to fill vacancies for the subsequent school year, ~~but~~ prior to the consideration of **external** applicants ~~from outside of the District~~, a posting of such vacancies, including special assignments, shall be made by the Human Resources Department.
- 18.3.2 Such vacancies shall be posted for a minimum of five (5) workdays. Posting is not required for vacancies to be occupied by unassigned professional educators, or to be occupied by other administrative transfers. Positions previously posted for which there were no qualified internal applicants need not be posted again.
- 18.3.3 Postings shall contain a description of the expected assignment (e.g., chemistry/biology, third grade, SLC-B, etc.). Preferred skills, training, experience and methodologies to be considered may be identified. Other desired building needs may also be included.
- 18.3.4 Professional educators shall have five (5) working days from the date of initial posting to **consider** ~~submit a transfer request form with respect to a~~ posted vacancies ~~y~~.
- 18.3.5 The five-day posting requirement shall be waived after ~~June-July~~ 1st. After **June July** 1, professional educators may make application for posted positions as they become available. Professional educators who have applied for positions prior to the closing date indicated on the posting will be given consideration a outlined in accordance with this Article. Such positions shall be posted for a minimum of three (3) workdays.
- 18.3.6 New vacancies in ongoing positions which become known **after July 31st** ~~within twenty-one (21) calendar days prior to the first workday~~ of the standard school year shall not be subject to the posting requirements in Section 18.3.5. Newly created positions are subject to the posting requirements in

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Section 18.3.5.

- 18.3.7 Positions which are filled temporarily during the school year must be posted for the subsequent school year if the position continues, unless a position is to be occupied by a professional educator returning from a leave of absence as per Section 17.5.1 or to be occupied by an administrative transfer. A temporary professional educator who has been assigned to the position for sixty (60) days or more may apply only for the position held during the internal **job fair**. ~~transfer process. Such applicant shall be considered as an external candidate when compared to other internal candidates.~~

18.4 Filling of Vacancies

- 18.4.1 The following shall apply to the filling of vacancies which occur ~~after July 31st near the beginning of the school year:~~

18.4.1.1 Current professional educators or newly hired professional educators ~~shall be used to fill permanent positions that are vacant or new (except positions of professional educators who are on leave) on or before the first workday are no longer eligible for educator initiated transfers per section 18.5 during that school year. Administrator initiated transfers per section 18.6 remain an option.~~

18.4.1.2 Substitute teachers may be hired ~~to fill all vacancies that occur after the first day of the school year prior to October 15. Hiring the incumbent substitute as a temporary professional educator shall result in retroactive status to his/her~~ **their** first day in the assignment.

~~18.4.1.3 After October 15, all such positions that are to continue for the remainder of the school year shall be filled by:~~

- ~~a. transferring a current professional educator, or~~
- ~~b. hiring the incumbent substitute as a temporary professional educator retroactive to his/her first day in the assignment, or (Note: moved up)~~

18.4.1.4 Hiring a new temporary professional educator.

18.4.2 Vacancies due to long-term absences of the incumbent professional educator shall be filled as follows:

18.4.2.1 Those of **forty five (45)** ~~sixty (60)~~ workdays or less will be filled by substitute teachers.

18.4.2.2 Those of more than **forty five (45)** ~~sixty (60)~~ workdays will be filled as follows:

- a. If the length of the absence is not known at its beginning, the substitute shall become a temporary professional educator if retained beyond **forty five (45)** ~~sixty (60)~~ workdays. In such assignments, the temporary professional educator may be released at a normal break in the school year to allow for continuity of instruction as the regular professional educator prepares to return to the assignment.
- b. If a specific ending date beyond **forty five (45)** ~~sixty (60)~~ workdays is known at the beginning of the leave, a temporary professional educator shall be hired on the first day.

18.4.3 If qualifications are found to be equal, unit members requesting voluntary transfers shall be chosen over outside applicants.

18.4.4 Letters of Intent

18.4.4.1 Prior to the initial external phase, the District may **hire or** issue letters of intent to external candidates for hard-to-fill vacancies and to professional educators of color provided:

- a. Job applicants receiving a letter of intent **or job offer** shall be considered external candidates, and shall not receive an assignment until ~~during~~ after the **internal job fair** ~~initial external phase;~~
- b. Job applicants receiving a letter of intent **or job offer** ~~not selected in the initial external interview stage (after the vacancies are posted externally and interviews take place)~~ shall be placed in a position **after current educators have received their assignment;**

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and

- c. Job applicants receiving a letter of intent **or job offer** shall not cause any professional educator to be unassigned or laid off.

18.5 Professional Educator Initiated Transfer

- 18.5.1 Professional Educator initiated transfers are those in which a professional educator requests a transfer from one assignment to another.
- 18.5.2 A professional educator may initiate a transfer by ~~making~~ **applying** ~~ication~~ for a posted vacancy. A professional educator who files a transfer request for a posted position shall be subject to assignment in the position unless the professional educator notifies the supervisor by the end of the second day following the interview that the professional educator is no longer interested in the assignment.
- 18.5.3 A professional educator who accepts a transfer is not eligible to apply for a subsequent transfer in the same year. **Professional educators that were unassigned and either accepted a position or were placed in a position, during the internal transfer process, retain the right to apply for posted vacancies in the external round, unless said professional educator was initially involuntarily unassigned prior to applying for the initial transfer.**
- 18.5.4 **Voluntary Unassignment with Rights**

A professional educator who has served in a building assignment for five (5) or more years may volunteer to be placed on the unassigned list along with other professional educators who are unassigned pursuant to Section 18.6.1 of this Article. Such volunteers shall be considered for voluntary administrative transfer. If no mutually agreeable voluntary administrative transfer occurs, they shall be continued in their present position.
- 18.5.5 A professional educator making a timely transfer request shall be promptly notified when **they are** ~~s/he is~~ no longer under consideration. Professional educators with five (5) or more years of service with the District shall be interviewed except that in no case will a supervisor having three (3) or more vacancies be required to interview more than three (3) applicants for each vacancy. A supervisor with fewer than three (3) vacancies will not be required to interview more than five (5) applicants for each vacancy.
- 18.5.6 A part-time assignment which is identified as full-time for the subsequent school year may be filled by the incumbent professional educator after the internal **job fair transfer process** if mutually agreed by the professional educator and the District, without posting as long as unassigned professional educators who are properly licensed for such assignment have positions.
- 18.5.7 Professional educators on a Program of Assistance for Improvement which will continue into the subsequent school year may request a transfer to a posted vacancy. Professional educators on a **Program Plan of Assistance for Improvement** shall not normally be approved for transfers. However, there may be occasions when a transfer into a more suitable assignment makes sense. If a transfer is approved, the **Program Plan of Assistance for Improvement** shall continue in force, and the professional educator will not cite any additional work or adjustment required by the transfer as reason why expectations of the program cannot be accomplished according to the program timelines.
- 18.5.8 Two professional educators may trade assignments by transferring when approved by the responsible administrators and the Human Resources Department.

18.6 Administration Initiated Transfers

- 18.6.1 When the administration is of the opinion that a professional educator should be transferred the situation shall be discussed with the professional educator. All reasonably practicable efforts will be made to effect a suitable re-assignment fairly and objectively, including consideration of the professional educator's preference. A professional educator will be notified of the new assignment through consultation as soon as possible but at least seven (7) calendar days prior to the transfer date. Except in the annual staffing process in 18.6.2, an administrative transfer shall not result in a professional educator being "unassigned".

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- 18.6.1.1 A professional educator who is administratively transferred to a different worksite and assignment or to a different grade level at the elementary level during the Summer Break, exclusive of the traditional spring round of transfers, shall be provided two (2) planning days to prepare for the new assignment.
- 18.6.1.2 A professional educator who is administratively transferred to a different worksite and assignment or to a different grade level at the elementary level after the work year has begun, exclusive of the traditional spring round of transfers, shall be provided two (2) planning days to prepare for the new assignment.
- 18.6.1.3 A professional educator who is assigned to a different subject area at the middle or high school level after the work year has begun, shall be provided two (2) planning days to prepare for the new assignment.
- 18.6.1.4 A professional educator who is relocated to a different room within a building after the work year has begun shall be provided one (1) planning day to prepare for the new assignment.
- 18.6.1.5 Such additional planning days shall be provided each time a professional educator is administratively transferred or relocated as described above.
- 18.6.1.6 Professional educators other than teachers shall discuss with their supervisor the revision of their schedule of activities to provide equivalent amounts of preparation time to that specified above.
- 18.6.1.7 Professional educators who are granted planning days to prepare for new assignments as described above shall have the option of receiving substitute time during the work year, or being paid at the professional educator's per diem rate of pay to complete the work outside of the work year or work day.
- 18.6.2 In the event that a tax base or levy failure, declining enrollment, program change, or change in funding results in reduction of staff in a building or program area, transfer of staff will be based on educational criteria as described below with respect to the program requirements as determined by the District. Volunteers will first be requested and considered from among the appropriately licensed professional educators. Such volunteers shall be selected for transfer if they are from within the grade level(s) or subject matter area(s) where the positions are to be eliminated provided the volunteer(s) are not on a Program Plan of Assistance for Improvement. In the absence of volunteers, the professional educator having the least seniority in the District shall generally be transferred. Exceptions to seniority may be made by the responsible administrator based only upon any of the following educational criteria: with the understanding that reference to a professional educator in 18.6.2.1 – 18.6.2.6 refers to within a given job classification, such as Teacher, Social Worker, School Psychologist, Student Services Specialist, Child Development Specialist, and Audiologist:
 - 18.6.2.1 The professional educator(s) being retained has/have unique licensure for a specific existing assignment being considered;
 - 18.6.2.2 Gender Presentation/Gender Identity balance: Transfer of a professional educator would decrease the building's percentage of under-represented male or female or transgender/nonbinary/gender non-conforming professional educator to less than thirty percent (30%) (or primary/intermediate/upper grades percentage in an elementary building);
 - 18.6.2.3 Racial balance: If transfer of a professional educator would decrease the building's percentage of minority teachers to less than the student minority percentage in the building or below the percentage of minority professional educators in the District;
 - 18.6.2.4 That professional educator being retained has bilingual (or multilingual) ability relevant to the assignment (See Appendix I);
 - 18.6.2.5 The professional educator(s) being retained has an extended responsibility assignment as defined in Appendix B which is an extension of a classroom subject taught (e.g., drama, forensics, music, yearbook, newspaper) or is a department chairperson, head teacher or unit leader;
 - 18.6.2.6 Up to five (5) (with no more than three (3) in athletics) professional educator(s) at the high school level being retained has an extended responsibility assignment as defined in Appendix B. Such designation shall be done at each high school prior to the time of the initial posting for the next school year. A subsequent designation may be made in the event a professional educator

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transfers by applying for a posted position or resigns, but in no event will the number exceed that specified in each classification in this paragraph. The positions so designated must be only at the highest level of a given extended responsibility category and are those typically found at District high schools. "Highest level" is defined as the following extended responsibility positions:

- a. ~~Athletic Director~~
- b. Head Coach
- c. Activities Director
- d. ~~College and Financial Aid Coordinator~~
- e. Varsity Cheer
- f. Testing
- g. TAG

18.6.3 It is understood for purposes of Section 18.6 that Child Development Specialists, School Psychologists, Student Services Specialists, Social Workers, and Audiologists are to be treated as individual classifications rather than as a part of the building teaching staff. The transfer process for school psychologists is included in Appendix J.

18.6.4 ~~The District shall post vacancies for the internal transfer process no later than March 1 of each school year. The District's annual internal transfer process will include a Job Fair.~~ Any contract or third-year probationary professional educator may apply for a posted position in the internal transfer process. First year and second year probationary professional educators who are unassigned may also ~~participate in the job fair~~ apply for a posted position in the internal transfer process. External applicants and temporary professional educators (except as provided in 18.3.7) may not **participate** ~~apply for positions in the internal transfer process.~~

18.6.4.1 The District shall hold a Job Fair where all building administrators with vacancies will be available for informal interviews with eligible educators for positions on the known vacancy list.

a. **The Job Fair will occur outside of contract hours. The District will schedule the job fair to occur on two days, for at least three (3) hours each, or on one day for at least six (6) hours. Changes to the hours and days of the job fair may be made by mutual agreement with the Association.**

b. **Attendance at the Job Fair is voluntary and unpaid.**

c. **If an eligible educator is unable to attend the Job Fair, they may indicate their interest by communicating with the administrator with the vacancy by the end of the second day (or full day) of the Job Fair. This communication shall be considered in the same manner as an informal interview at the Job Fair.**

18.6.4.2 The District will inform professional educators of the date(s) of the job fair at least one week in advance and shall post the known vacancy list three (3) days prior to the Job Fair. Posted vacancies will include the contact information for the administrator with the vacancy.

18.6.4.3 In years when the District is facing potential layoffs for licensed staff, the Job Fair may be waived by mutual agreement with the Association.

18.6.4.4 During the Job Fair, eligible educators will be given priority to interview for vacancies within matching areas of licensure, qualifications, and recency.

18.6.5 A professional educator who remains unassigned after the internal transfer process shall be transferred into a remaining vacant position for which the professional educator is both licensed and competent prior to the consideration of applicants from outside of the District.

18.6.6 Following the internal transfer process, any professional educator may apply for any posted vacancy except a professional educator who has accepted a voluntary transfer under the provisions of Sections 18.5.2 – 18.5.3. Following the internal transfer process, a vacancy may also be posted externally unless there is an unassigned professional educator who is properly licensed and competent for such position.

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- 18.6.7 If a professional educator has been administratively transferred under the provisions of 18.6.2 and a position for which the professional educator is qualified at ~~their~~ ~~his or her~~ original school or program becomes available, the professional educator may be returned to that school under the provisions of 18.6.2. If such a position occurs while the professional educator is unassigned, the professional educator shall be returned to that school or program.
- 18.6.8 In the event of a merger of classes or programs from two (2) or more schools, the follow-the-student concept shall prevail. At least one week before the merging of the faculty lists, the District will provide projections for enrollment and FTE at impacted sites/programs to all educators impacted by the merger. Impacted educator(s) will choose if they want to be assigned to the newly merged school/program or the current school/program for the staffing process. The faculty lists are merged for each impacted school/program after the impacted educator's choice has been made. Professional educators from merged schools or programs will be compared equally using the criteria described in 18.6.2 in filling all the positions in the school. The faculty lists are merged and then staff is given the choice to be placed into the new merged school or stay in the current school based on seniority and licensure order. If there are not enough positions at the original school, then the regular unassignment process shall take place.
- ~~18.6.8.1 A merger causes a school to be comprised of at least forty percent (40%) of its students from the original school if two (2) schools are involved, or at least the following percentage if more than two schools are involved: 3 schools: 27%; 4 schools: 20%; 5 schools: 16% (1 divided by number of schools involved) times 80%.~~
- 18.6.8.2 When a middle school is being formed, all the professional educators from the K-8 schools involved who have experience in grades 6-8 in the past five (5) years shall be included in the process for staffing the new school. The impacted educator(s) will choose if they want to be assigned to the K-5 school or the newly formed middle school for the staffing process. Eligible staff opting to be assigned to the newly formed middle school will be included in the merged faculty list for the newly formed middle school and will be compared equally using the criteria described in 18.6.2 in filling all the positions in the school; if there are not enough positions at the newly formed middle school, the regular unassignment process shall take place.
- 18.6.9 ~~When classes, or programs from two (2) or more schools are combined in one school, In the event of a school or program closure, professional educators who have their program, or school closed shall be placed in the school where their program, or class is transferred provided there are sufficient positions available. If there are insufficient positions, the criteria of 18.6.2 shall apply. In a closure, the faculty members of the open programs keep their positions and the faculty of the closed program will be offered the remaining open positions based on licensure and seniority. Usually there are not enough positions and the remaining professional educators are unassigned.~~
- 18.6.10 On occasion, the District may consider the transfer of a professional educator for reasons other than those set forth in paragraph 18.6.2. The following procedures shall apply when the reason for transfer is due to irresolvable differences between the professional educator and the supervisor:
- 18.6.10.1 The supervisor shall hold a conference with the professional educator for the purpose of discussing all the reasons for the perceived need for the transfer. This conference shall be for the purpose of information-sharing and problem-solving and shall not be used as a litigation preparation meeting. The professional educator may respond by making suggestions for addressing the concerns if the professional educator opposes a transfer. If a professional educator objects to the transfer, the professional educator and the supervisor will discuss options to resolve the issue including possible alternative placements.
- 18.6.10.2 ~~The Chief~~ A Human Resources ~~Supervisor~~ ~~Officer~~ shall get involved if it appears the transfer may not be agreed to or if there is need for ~~his/her~~ ~~their~~ help in finding a placement. At a minimum, if the issue is not resolved between the supervisor and the professional educator, the professional educator is entitled to a meeting with the Human Resources ~~Supervisor~~ ~~Chief Officer~~.
- ~~18.6.10.3 If after these discussions the District continues to feel that an involuntary transfer is necessary, and the professional educator continues to refuse, a neutral third-party professional, mutually acceptable by the District and Association, will be contracted by the District to meet with the parties with the goal of resolving the conflict, if possible. The neutral professional will assess~~

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~~whether or not the situation is correctable. The assessment shall not be placed in the personnel file of the professional educator, shall not be used for any personnel decision other than the administrative decision, and will be treated confidentially. If the assessment is that the situation is not correctable with reasonable certainty in a reasonable period of time, the transfer proceeds. If the assessment is that the situation is correctable, the neutral professional will provide a statement of how the supervisor and the professional educator can make correction. With cooperation of the professional educator, the supervisor will make a good faith effort to work out the problem including following the plan provided by the neutral professional. The District shall pay the expense of the neutral professional for up to six (6) hours. If the District and the Association mutually determine it would be necessary, additional hours will be made available.~~

18.6.10.4 By agreeing to participate in this counseling process, the professional educator also agrees not to contest the decision through the use of the grievance process.

18.6.10.5 In other types of involuntary administrative transfers under 18.6.1, a professional educator can appeal an administrative transfer to review by ~~a the Chief Human Resources~~ Supervisor ~~Officer~~ who would have to approve the transfer before it can occur.

18.6.11 No professional educator shall be transferred for reasons that are arbitrary or capricious. An illustration of an arbitrary and capricious transfer would be one based on union activity. An illustration of an involuntary transfer decision which would not be arbitrary and capricious is a transfer due to a long-standing irresolvable conflict between a professional educator and supervisor. The involuntary transfer could not occur for any reason that would violate any provision(s) of this Agreement.

18.7 Professional educators are entitled to have an Association representative present during any meeting with an administrator concerning this process. The professional educator shall be given twenty-four (24) hours advance notice of any such meeting.

18.8 If a decision to transfer a professional educator is reversed by an arbitrator, the professional educator shall be reinstated to the building no later than the beginning of the next semester after the arbitration decision.

18.9 Job Sharing/Part-Time Work

Two (2) professional educators in the District, if both are full-time, can request consideration to transfer to an assignment on a job-sharing basis. Establishing or discontinuing job-sharing assignments shall be at the discretion of the building administrator or supervisor. A job-sharing assignment, if established, will continue for that school year unless one of the professional educators resigns. If one professional educator in a job-sharing assignment resigns from the District or transfers, the remaining professional educator shall have the right to be considered for assignment to the position on a full-time basis.

~~18.10 A sub committee will review the order and flow of this article to make it more sequential and easier to understand. This group would meet after ratification and create a joint proposal of mutually agreed upon changes to send to both PAT and the District for ratification.~~

TENTATIVE AGREEMENT

 11/20/23
FOR PAT

 11/20/23
FOR DISTRICT



ARTICLE 19 BUILDING AND CLASSROOM MOVES


- 19.1. Professional educators shall have access to their worksite, supplies and time to sort, purge and pack as soon as possible but, at minimum, one (1) week after the end of the school year. Professional educators shall have access to their worksites to unpack and organize their rooms as soon as possible but, at minimum, one (1) week prior to their first work day. Materials and packed boxes moved by the District shall be delivered on site prior to the access date.
- 19.2. Professional educators who are required to move to a new school campus as a direct result of school closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes, and the subsequent resulting reassignment of staff, will be compensated by the District for each hour worked:
 - 19.2.1 Up to eight (8) hours to pack and move personally-owned materials; and
 - 19.2.2 Up to an additional eight (8) hours to move and unpack materials in the new classroom.
- 19.2. Unassigned professional educators who are required to move to a new school campus as a direct result of the school closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes will be compensated by the District for each hour worked:
 - 19.2.1 Up to eight (8) hours to pack and move personally-owned materials; and
 - 19.2.2 Up to an additional eight (8) hours to move and unpack materials in the new classroom.
- ~~19.3. Regardless of when the move occurs, professional educators who are required to disassemble and reassemble their classroom or move to a different classroom within their building as a direct result of:~~ Professional educators shall be compensated via extended hours at their hourly rate for each hour worked, up to a maximum of eight (8) hours, in the following situations where they are moving classrooms:
 - 19.3.1 School closure, reconfiguration, conversion, merger, or relocation, of grade levels, programs or classes;
 - 19.3.2 Bond work, construction, painting, or remodeling; or
 - 19.3.3 Administrator-directed moves—that occur after the school year has started, or if the professional educator is directed to move classrooms two school years in a row. ; shall be compensated by the District for each hour worked
 - ~~a. Up to four (4) hours to pack and move personally owned materials; and~~
 - ~~b. Up to an additional four (4) hours to move and unpack materials in the new classroom.~~
- 19.4. Extraordinary moves: professional educators who agree to sort, purge and pack extra supplies and equipment beyond the typical classroom situation (for example, but not limited to: the school library, theater, shop department, science labs, music, art or PE equipment) shall, prior to starting this work, have a discussion with ~~his/her~~ **their** administrator about the estimated number of additional hours that would be involved beyond the hours provided in the above paragraphs. The professional educator and the administrator shall collaboratively agree to the number of additional hours to be used for this purpose. If agreement cannot be reached, the issue shall be submitted to OSP Leadership for resolution. The Association unit member will then track and submit those extended hours to ~~his/her~~ **their** administrator for payment.
- 19.5. Unless otherwise agreed, professional educators are not responsible for packing and moving District-owned materials or equipment. Professional educators shall not be asked to move furniture and other heavy classroom items. The District is not liable for personal property of a valuable or sentimental nature left on school property if it is lost or damaged in the move. Boxes and packing materials shall be provided at least two weeks prior to the deadline to move.
- 19.6. Time to move shall be paid at the professional educator's per diem hourly rate of pay. Professional educators shall track hours spent as outlined in 19.1 – 19.4, and submit a record of that time to ~~his/her~~ **their**

their administrator as extended hours for payment. In lieu of payment, the professional educator shall have a half (1/2) day substitute for each four (4) hours, at ~~his/her~~ **their** option.

Note regarding Section 19.3.3. – Educator must be compensated if they are directed to move after the school year has started. Educator must be compensated if they are directed to move classrooms for two school years in a row. Example: If an educator is directed to move for the 2017-18 school year, they must be paid for any subsequent administrator-directed move if it is effective prior to the 2019-20 school year. (Educator moves classrooms for 2017-18. Principal can direct educator to move for 2019-20 school year without providing moving compensation. If the administrator directs the educator to move classrooms for the 2018-19 school year, the educator must be compensated for four (4) hours of moving time to pack and four (4) hours of moving time to unpack. If the educator is directed to move in 2018-19 and they are compensated, they would also have to be compensated if they were directed to move again in 2019-20).

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 11/20/23


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ARTICLE 20 REDUCTION IN STAFF/LAYOFF

20.1 Notification of Reduction in Force/Layoff

20.1.1 In the event a layoff of professional educators is required during the course of the school year, the District shall notify the Association and the affected professional educators sixty (60) calendar days prior to the effective layoff date. If the layoff is to become effective the subsequent year, the District shall notify the Association as soon as the layoff decision is made.

20.1.2 Along with the notification, the District shall provide the Association with all relevant data, including but not limited to a seniority listing of professional educators in the areas of licensure or classification in which the layoff is required. The District shall schedule at least one (1) meeting annually with the Association to review the staffing process.

20.1.3. The District shall first determine the program(s) or area(s) scheduled for reduction or elimination.

20.1.3.1 The District shall provide an announcement to professional educators in those areas in which the layoff must occur, offering the opportunity for professional educators who would not otherwise be laid off, to voluntarily apply for one (1) year unpaid leaves of absence. A professional educator who volunteers for such leave and has ten (10) years of service with the District shall continue to receive District paid medical/dental benefits for up to one (1) year. Upon written request, such leave may be extended for an additional year providing the layoff condition remains in effect. Such professional educators shall have the same rights to return to the District as professional educators returning from leaves of absence.

20.1.3.1 The provisions of ORS 342.934(2) (a) and (b) relating to transferring professional educators and combining positions to avoid layoff shall apply.

20.1.4 Technology

If during the term of this Agreement bargaining unit positions are to be eliminated due to technology, the District will first notify the Association of such possibility and allow opportunity for discussions of other options which may be available, including retraining.

20.2 Lay-off

20.2.1 **Except as required by ORS 342.934(4)(b) as it pertains to cultural competency and linguistic ability.** Professional educators shall be laid off according to length of continuous service with the District provided that those professional educators who are retained are both competent or will qualify as competent, and hold necessary licensure from TSPC or necessary certification or licensure under other professional disciplines. Length of service (seniority) shall be based on the first day of actual service with the School District. Leaves shall not be considered as interruptions of continuous service. If two or more professional educators have the same first date of actual service, seniority shall be determined by predetermined lot (done prior to the effective notice of layoff). Professional educators of less than half-time shall not be used to supplant professional educators who are half-time or more.

20.2.2 Competence shall be defined as the ability to teach a subject or grade level based on recent teaching experience related to that subject, as further defined by Appendix D, or grade level within the last five years, or educational **attainments** ~~obtainments~~, or both, but not based solely on being licensed to teach. The District shall consider a professional educator's willingness to undergo additional training or pursue additional education in deciding upon questions of competence. Grade level shall mean the grade levels PK-8, or 6-12. For the purpose of the articles on layoff and transfer, Behavior Management Specialists, Student Services Specialists, Child Development Specialists, Social Workers, School Psychologists, Audiologists, Special Education, English as a Second Language, and Bilingual Programs shall be considered as "subjects." For the purpose of the articles on layoff on transfer, a Bilingual Program is defined as a program where 50% or more of student instruction is in a language other than English.

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- 20.2.3 Professional educators who do not have recent experience in the subject or grade level where they seek to be retained may nevertheless qualify as competent if they have completed recent (within the most recent five years) training that is agreed upon by both the district and the professional educator as adequate preparation for the assignment or are willing to complete training applicable to that subject or grade level. TOSAs, mentor teachers, and other specialists who work primarily with adults shall qualify as being competent in the subject area or grade level that they previously occupied within PPS even if they have been out of the position that primarily provides direct service to students for longer than five years. This provision shall also apply to released-time PAT officers.
- 20.2.4 If the professional educator asserts a right to be retained in a position(s) where ~~he/she~~ they has not had recent training or experience as defined above, the District and professional educator shall review the professional educator's training and experience to that date and determine the course of training to be completed. The District shall reimburse the professional educator for tuition according to Section 21.2.2 for any credit hours required by the District in this retraining plan. Professional educators may use their 12 hours of tuition reimbursement for a two-year period without limit in any one year for coursework required by the retraining plan. If the District and professional educator mutually agree, mentoring or other educational opportunities may be substituted for all or part of the college or District in-service credit required. The District shall provide final notification of the training or additional education requirements to be required and the timeline required, and the professional educator shall either accept the training as a condition of accepting the position or shall decline and thus be laid off.
- 20.2.5 Following the implementation of a layoff, the District may administratively transfer professional educators in accordance with Article 18 who remain as necessary to meet staffing needs.
- 20.2.6 If a professional member is to be/is fully or partially laid off and a portion of an assignment becomes available for which the professional educator is licensed and competent, the District shall assign the FTE to the professional educator or offer to recall the professional educator to that portion of the assignment. Professional educators who are partially laid off (have reduced FTE) shall have recall right to the portion of their position that was reduced. However, the District may reduce and/or increase FTE ~~between .5 and .66, .67 and .74, and/or .75 and .99 following~~ Article 7 part-time FTE fluctuation without this resulting in a layoff.
- 20.2.7 No bargaining unit position in the District shall be considered "vacant" for purposes of ORS 342.845(5) if filling the position with a non-extended administrator would cause another professional educator to be laid off, or if there is a professional educator on the recall list who would otherwise be entitled to be recalled to that position.

20.3 Layoff Benefits

- 20.3.1 The District shall provide medical benefits to professional educators who are laid off for a period of three (3) months following the month in which their coverage would otherwise end. The laid off professional educator may then continue medical benefits at their own expense in accordance with the provisions established by the Health and Welfare Trust.
- 20.3.2 Professional educators covered by this article shall be given consideration for work as a substitute; such will not affect the professional educators' recall rights.

20.4 Recall


- 20.4.1 Professional educators who are laid off shall have the responsibility when asked originally to notify the District of their interest in and willingness to be recalled. They must reaffirm such interest by notification to the District's Human Resources Department, in writing, if asked, on or before April 1 of every year for three (3) years following their effective date of layoff.
- 20.4.2 Professional educators who are laid off shall be recalled to positions they are licensed and have competence or will qualify as competent (as defined in Section 20.2) to fill when a vacancy occurs, in the order of most senior first.
- 20.4.3 A professional educator who has been laid off may refuse one (1) job offer without loss of recall rights.
- 20.4.4 Professional educators who are recalled for an FTE amount less than their FTE amount at the time of layoff may decline the position and remain on the recall list until another position becomes available

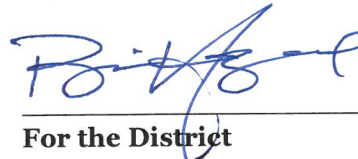
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that is comparable in FTE to the position at the time of layoff. A member on lay-off who accepts a lower FTE job offer, shall remain on the recall list for their original FTE position.

- 20.4.5 The District's obligation to recall a professional educator shall terminate following three (3) years of layoff status or upon two (2) refusals by a professional educator to accept a position offered by the District or if the professional educator resigns.
- 20.4.6 If a professional educator is recalled, the professional educator must indicate ~~his or her~~ **their** acceptance within five (5) days following receipt of the notice of recall. The professional educator must report for work within thirty (30) days within up to sixty (60) days if the employer does not release such professional educator or sixty (60) days if employed by another District), following receipt of such notice or be considered to have refused the position. In doing so, shall relinquish any and all rights under this Agreement and shall be deemed as having resigned their employment with the District.
- 20.4.7 A professional educator who is recalled and returns to work shall return with the same probationary or contract status, placement on the salary schedule and all other seniority-related and accrued benefits held prior to being laid off.

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 11-16-23
 For the Association Date

 11/16/23
 For the District Date

ARTICLE 21

MENTOR PROGRAM / PROFESSIONAL GROWTH**21.1 Professional Educator Mentor Program**

- 21.1.1 The District intends to maintain a mentor program for the purpose of providing support and assistance to new and/or inexperienced professional educators.
- 21.1.2 The District intends that the Professional Educator Mentor Program described in Article 21 of this Agreement, in addition to academic mentoring, also provide a culturally specific mentoring support program to newly hired educators of color, who may request a mentor of color. Educators of color who volunteer to provide this support shall be compensated at 3% percent of base salary, for each colleague they support. ~~The District and the Association will meet by November 8th, 2021 to collaborate on developing a continuum of supports for new educators of color, including training for those providing culturally specific mentoring.~~
- 21.1.3 Depending on the needs of the District and the mentor program, mentors may be assigned on either a full-release or an extended responsibility basis.
- 21.1.3.1 Full-release mentors shall be compensated according to placement on the salary schedule plus one thousand five hundred dollars (\$1500) per school year.
- 21.1.3.2 Extended responsibility mentors shall be compensated according to placement on the salary schedule, plus they shall receive extended responsibility pay per school year in accordance with Appendix B.
- 21.1.4 The mentor program shall operate within the following parameters:
- 21.1.4.1 A professional educator must have contract status and four (4) or more years of experience in the District in order to be eligible to be a mentor. No professional educator shall be designated as a mentor without ~~his/her~~ **their** consent.
- 21.1.4.2 Mentors shall not participate in the evaluation of beginning professional educators (mentees). Observations made and data collected by the mentor shall be used solely for the purpose of providing assistance to the mentee and shall not be used in the evaluation of the mentee. Supervisors/evaluators and mentors shall not discuss individual mentee concerns/areas for improvement without the prior approval of the mentee. Written or other reports of a mentor regarding a mentee may not be used in the mentee's evaluation.
- 21.1.4.3 ~~The mentor program shall not be used as part of a~~ **At the educator's request, the mentor program may be used as a part of a Plan Program of Assistance¹ for Improvement** for any professional educator. **All language in 21.1.4.2 shall apply to mentors whose mentees are on a Plan of Assistance.**
- 21.1.4.4 Collaborative Assessment Logs (CAL) shall not be shared with supervisors or used in the evaluation of the mentee. Self-assessment instruments shall not be used to evaluate mentors or mentees.
- 21.1.4.5 Mentees shall not be required to develop additional professional goals beyond what is required in the *Portland Public Schools Handbook for Professional Growth and Evaluation*.
- 21.1.4.6 Any professional educator released from regular duties to participate in activities related to the mentor program shall be released without loss of pay and shall not be charged leave. Mentors and mentees who are asked and volunteer to work up to five (5) days outside the standard school year shall be compensated at their per diem rate of pay.
- 21.1.4.7 The ratio of mentors to mentees in the full-release model shall be no more than 1 to 15. Any change to the ratio shall be by mutual agreement between the District and the Association. The

¹ The language used here to describe a Plan of Assistance must be aligned to match the language in the Evaluation Handbook that refers to Programs of Assistance of Improvement.

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extended responsibility mentor model operates on a one-to-one basis.

- 21.1.4.8 The Association shall partner with the District in the selection of mentors. The Mentor Selection Rubric shall not be used to evaluate a professional educator. Videos of mentors' coaching practices shall not be used in the evaluation of mentors.
- 21.1.4.9 Reconsideration of assignments shall not result in a reduction of FTE assigned to any mentor.
- 21.1.4.10 The mentor program may be expanded or discontinued at the discretion of the District.
- 21.1.4.11 Any Professional Educator new to the profession, or new to the District, who are required for licensure to complete a clinical fellowship (or equivalent requirement) will receive support, as available, from a professional educator that volunteers and that meets the licensing/certification supervision requirements. The volunteer supervisor shall receive up to 36 hours of extended hours pay for supervision related to the completion of the clinical fellowship year. ~~an Educator on Special Assignment or by a Technical Advisor who shall be compensated as per the Appendix B Extended Responsibility Schedule for supervision related to the completion of their clinical Fellowship Year and/or for assistance transitioning to District systems.~~
- 21.1.4.12 Special Educators new to the profession or new to the District will receive mentorship and/or peer support during the first three (3) years of employment in the District based upon available peer support. The District will make reasonable efforts to recruit Special Educators as peer mentors and survey contract Special Educators every Semester to recruit mentors. When possible, this mentorship or support will be offered through a Special Education colleague at their work location who will be provided time in their workday to provide support and will be paid extended hours² for each hour worked for any work done outside of the contract day². If no Special Educator is available at the work location, the District will provide a mentor or peer support from another work location.

ALL LANGUAGE FROM 21.2 thru 21.6 MOVED TO ARTICLE 22

² A professional educator who chooses to provide mentorship during their individual planning time or case management time, including the 15 minutes at the end of the work day, can do an equivalent amount of planning time outside of the work day and be compensated at their hourly rate for the length of the mentor session.

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ARTICLE 22 PROFESSIONAL IMPROVEMENT GROWTH

- 22.1** The District and the Association support the principle of continuing training for professional educators, participation by professional educators in professional organizations in the areas of their specializations, and leaves for work on advanced degrees or special studies, foreign travel and participation in community education projects.
- 22.2** The Guidelines for Professional Growth/In-service shall be revised by the District and the Association and distributed to professional educators.

22.2.1 Continuing Education Obligations

It is recognized that there may be in-service offerings that professional educators are requested by the District to attend outside the normal professional work day described in Articles 6 to 8. In such cases, professional educators who agree to attend shall be paid at the professional educator's regular hourly rate under the salary schedule.

22.2.2 Tuition Reimbursement¹

22.2.2.1 The District shall pay the full cost of tuition and other reasonable coursework expenses (e.g., laboratory fees, books, and the like) incurred in connection with any specific courses, workshops, seminars, conferences, in-service training sessions, or other such sessions in which attendance is specifically requested or required by the District. This section applies to coursework and other expenses (including testing and other licensure fees) related to adding other licensures requested by the District.

22.2.2.2 The District shall reimburse professional educators for tuition cost for up to six (6) non-cumulative hours in a 12-month period for which graduate credit is granted by a college or university. Reimbursement shall be for the cost of tuition or the tuition rate for graduate courses at Portland State University, whichever is less. Coursework must be toward an advanced degree, TSPC licensure, professional education courses, or related to the professional educator's assignment. Evidence of a passing grade is required. Reimbursement shall not be made for books, lab fees, I.D. cards, gym fees, food, housing, transportation, supplies or other tuition expenses. Professional educators shall be reimbursed within sixty (60) days of submitting proof of satisfactory completion of the course. A professional educator must remain employed with the District for at least one (1) semester following reimbursement.

22.2.2.3 Tuition reimbursement funds shall be available to temporary professional educators employed for a position that is expected to exist for more than one hundred thirty-five (135) days. In addition, a temporary teacher who is employed for less than one hundred thirty-five (135) days may apply and may be approved for tuition reimbursement if their building administrator supports their application for the funds. The temporary teacher who receives tuition reimbursement must remain employed with the District for at least one (1) semester following reimbursement if the District offers the temporary teacher continued employment.

~~**22.2.2.4** Tuition reimbursement funds may be used by professional educators for fees associated with classes, workshops, and conferences that are necessary to obtain and maintain licensure.~~

22.2.3 National Board ~~Teacher Examination Certification Fees~~

Reimbursement shall also be made for the fee charged to a professional educator who takes and passes the a ~~State or~~ National Board ~~Teacher Examination Certification~~ to obtain a

¹ Tuition reimbursement and professional development funds are separate pools of funds.

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~~licensure/credential/specialty area endorsement.~~ This amount shall be within the tuition cost as stated in Section ~~22.2.2.2.~~

22.2.4 State-Approved Professional Exams

A professional educator may access ~~his/her~~ their professional growth funds for requests ~~for High Objective State Standards of Evaluation (HOUSSE) assessments or~~ for State Approved Core Academic exams such as the Praxis or Oregon Educator Licensure Assessment (ORELA:NES). Professional educators shall be reimbursed following sixty (60) days of submitting documentation of a passing score ~~or a copy of the HOUSSE request submitted to TSPC.~~

22.3 The District shall pay, either through reimbursement to the professional educator or direct payment to the appropriate agencies, for the cost of fingerprinting for licensure/certification renewal.

22.4 Because Speech and Language Pathologists, Licenced Professional Counselor, and Licenced Clinical Social Workers participate in Medicaid billing for services, the District shall pay for licensure costs/fees for ~~Speech and Language Pathologists~~ **these eligible staff** to obtain or renew licensure from Board of Examiners for Speech-Language Pathology and Audiology, **The Board of Licensed Professional Counselors and Therapists, and the Board of Licensed Social Workers.**

22.5 Student Teachers/Interns

Upon mutual agreement between the professional educator and the District, student teachers, interns or observers may be placed with the professional educator. The District will request that the college or university advise the professional educators of the type and amount of honorarium to be paid at the time the professional educators are asked to be a supervising teacher/educational professional.

22.6 The District and the Association agree pipeline programs for future educators of color to join the District align with the District's and the Association's core values of racial equity and social justice and student achievement, particularly underserved students. The parties are in support of programs, such as the Portland Rise to Teach ~~Teacher Program (PTP)~~ and the District's Career Lattice Programs focused on educators of color, including the EA/Para-Teacher track and the Coach to Teacher Track. Applicants who have participated in the Portland Teacher Program, EA/Para-Teacher track, Coach to Teacher Track, or any other future Career Lattice Program focused on educators of color are eligible to receive letters of intent as described under Article 18.4.4.1.

22.7 Professional Growth ~~Improvement~~ Fund

The District agrees to annually budget a fund to pay the expenses of professional educators who work half-time (.5) or more to attend professional conferences.

22.8 A conference to be attended may be selected by the professional educator. Approval shall not be denied provided the conference ~~has a~~ **is consistent with District goals including racial equity, climate justice, and has a** ~~or other~~ legitimate pedagogical purpose ~~and/or related to PK-12 education.~~ Transportation, meals, lodging, and registration shall be deemed appropriate expenses. Meals shall be reimbursed at the IRS rate, which shall be adjusted annually. A professional educator attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. The approval shall designate what portion, if any, of such leave time shall be charged against professional leave. Professional educators shall, upon request, submit a written report regarding such conferences. Professional educators are eligible for advances on professional ~~improvement~~ growth funds when necessary documentation is presented. If an advance is not requested, professional educators shall be reimbursed within thirty (30) days of submitting complete and accurate documentation of expenses.

22.8.1 Professional educators are eligible for advances on professional ~~improvement~~ growth funds when necessary documentation is provided. If an advance is requested by the professional educator and such advance request is approved by the District, payment in consideration of that advance will be issued within thirty (30) days of the date the expense is expected to be incurred. Consistent with IRS

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regulation and District policies and procedures, the District's Travel/Training Expense Reimbursement Request Form and all supporting documentation of expenses related to the advance received must be submitted no later than sixty (60) days from the date the actual expense was incurred. The District shall notify the professional educator of the sixty-day (60-day) deadline when the member is approved for the funds, and thirty (30) days after the approved trip is scheduled to begin. For this provision "days" means calendar days.

22.8.2 If an advance is not requested, professional educators shall be reimbursed within thirty (30) days of submitting complete and accurate documentation of expenses. Consistent with IRS regulations and District policies and procedures, the District's Travel/Training Expense Reimbursement Request Form and all supporting documentation of expenses must be submitted no later than sixty (60) days from the date the expense was incurred.

22.8.3 If a professional educator submits for reimbursement beyond the sixty (60) day limit, the amount of reimbursement shall be reduced by the amount of employer and employee associated taxes.

~~**22.9** A professional educator may access his/her their professional improvement funds for requests for High Objective State Standards of Evaluation (HOSSE) assessments or for State Approved Core Academic exams such as the Praxis or Oregon Educator Licensure Assessment (ORELA). Professional educators shall be reimbursed following sixty (60) days of submitting documentation of a passing score or a copy of the HOSSE request submitted to TSPC.~~

22.10 The cost of substitutes made necessary by attendance at conferences for which expenses are paid from the fund shall be borne by the District and shall not be charged against the fund.

22.11 The Guidelines for use of the Professional Growth Improvement Fund shall be revised by the District and the Association and distributed to professional educators. Under this Agreement, the following guidelines shall be implemented:

~~**22.11.1** One Two Thousand Two Hundred Five Hundred Dollars (\$1,500 \$2,200) shall be available to professional educators only once every three-two years.~~

22.11.2 Applications must be processed within one (1) week of being submitted by the professional educator.

22.11.3 These funds shall not be available to temporary professional educators unless the temporary educator is employed for a position that is expected to exist for more than one hundred thirty-five (135) days. In addition, a temporary teacher who is employed for less than one hundred thirty-five (135) days may apply and may be approved for Professional Growth Improvement Funds if their building administrator supports their application for the funds and expects the individual to be re-employed by the District the following year.

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ARTICLE 23 PROFESSIONAL EDUCATOR RIGHTS AND JUST CAUSE

- 23.1 No professional educator shall be disciplined, reprimanded, or reduced in compensation without just cause. Reprimands shall be made privately and not in the presence of students, parents, professional educators or members of the community. Professional educators who have completed three (3) full years of service and are not covered by the Fair Dismissal law shall not be dismissed just cause. Plans of Assistance and Letters of Expectation are not disciplinary and shall not be issued for misconduct.
- 23.2 A determination of sexual conduct or abuse as provided by Oregon law is subject to just cause and other contractual provisions and may be grieved as outlined in Article 5.
- 23.3 This Article does not apply to dismissal, except as provided in Section 23.4, or nonrenewal of professional educators. However, professional educators subjected to nonrenewal or dismissal shall be afforded the procedural rights of due process.
- 23.4 In the event of dismissal from employment a **contract** professional educator may elect to appeal the dismissal to binding arbitration in accordance with Section 5.5 of this Agreement, or the Fair Dismissal Appeals Board, but not both. Dismissal shall mean termination during the contract year for any professional educator or a second non-extension of a contract professional educator. The professional educator must so notify the Superintendent, in writing, within ten (10) calendar days after receipt of notice of the dismissal decision of the District's School Board. ~~Probationary professional educators who are non-renewed and temporary professional educators completing the term of their contract may not appeal to arbitration.~~ **Just cause shall not apply to probationary professional educators who are non-renewed or dismissed. and temporary professional educators completing the term of their contract may not appeal to arbitration.**
- 23.5 The personal life of a professional educator is not an appropriate concern of the District, except where it relevantly affects the professional educator's fitness for or performance of ~~his/her~~ **their** professional duties. Rule 581-022-2320
- 23.6 **Removal from an Extended Responsibility Assignment**
- 23.6.1 If a professional educator is removed from an extended responsibility assignment, upon request ~~s/he~~ **they** shall be given the reasons in writing and afforded the opportunity to have a representative present in any discussion with the supervisor.
- 23.6.2 If a professional educator starts an extended responsibility assignment during a school year, and the professional educator is removed from the responsibility during the school year, the professional educator shall be paid the entire salary due for that assignment, unless the professional educator is ~~physically~~ unable to perform the extended responsibility assignment.
- ~~23.6.3 Dismissal of a professional educator whose assignment includes extended responsibility as an extension of the assignment (e.g., TOSA, Media Specialist, Music Teacher) is subject to Section 23.4.~~
- 23.7 **Administrative Support at Parent Meetings**
- A professional educator has the right to administrative support at any meeting with a parent. Professional educators shall not be required to meet with a parent without a workday's advance notice. If during any meeting with a parent and administrator it appears to the professional educator that complaints are being made that could result in the discipline of the professional educator, that professional educator has the right to ask for representation before continuing the meeting. A professional educator has the right to ask the supervisor to take administrative charge of the meeting when such a meeting is dealing with the job performance of or a possible action against the professional educator. ~~Tape recorders~~ **Recordings** shall not be allowed without the consent of the professional educator.

23.8 Investigations

Whenever a professional educator is directed to meet with an administrator or other representative of the District regarding a matter which could result in disciplinary action, termination, nonrenewal or layoff, the professional educator shall be given prior written notice including:

- 23.8.1 A description of the issue to be discussed in such meeting, **including specific examples of the time, place and type of action being investigated, if known, at the meeting.**~~and~~
- 23.8.2 The right to have representation by the Association or private legal counsel present to advise the professional educator during the meeting.
- 23.8.3 If additional reasons for a meeting emerge after the initial notice, the District will provide an additional notice with the additional reasons. If the professional educator believes there is insufficient time between the additional notice and the meeting, the District can choose between rescheduling the meeting later to investigate all reasons, or schedule a second meeting for the additional reasons.
- 23.8.4 Professional educators are not to be interviewed or questioned at the time of notice.
- 23.8.5 If the allegation is related to sexual conduct or abuse, the investigation will be conducted by **Employee & Labor Relations and/or an appropriate** subject matter expert for sexual misconduct or abuse.
- 23.8.6 Bargaining Unit Members shall not conduct investigations of other bargaining unit members.
- 23.8.7 The parties shall cooperate in good faith to schedule the meeting within a reasonable period of time. The parties shall identify their respective representatives and communicate it to the other party prior to the meeting.
- 23.8.8 This section does not apply to a meeting where the sole reason for the meeting is to discuss re-assignment.
- 23.8.9 The written notice of the meeting shall not be placed into the professional educator's building file or personnel file but may be kept in an investigation file.
- 23.8.10 At the conclusion of the investigation, a determination will be issued and retained in the investigation file. A copy of the determination will also be provided to the professional educator. The determination shall be issued within thirty (30) calendar days of the conclusion of the investigation unless there are extenuating circumstances.

23.9 Letter of Expectation

- 23.9.1 A Letter of Expectation is a written notice of an expectation, standard, policy or procedure arising from a complaint or an administrative concern. Letters of Expectation will not include standards stated in the evaluation rubric. A Letter of Expectation is not a finding of fault or misconduct and is not a disciplinary action. **The District will only cite Letters of Expectations in discipline as written notice of an expectation, policy, standard, procedure, directive or rule that are directly related to the underlying conduct.**
- 23.9.2 A Letter of Expectation must conform to the template agreed upon by the parties (Appendix K). Letters of Expectation shall be placed in the official district personnel file. Letters of Expectation shall be removed from the official district personnel file after ~~six (6) years~~ **two (2) years**. Professional educators who have received a Letter of Expectation have the right to review any letters of expectation addressed to them and attach a response.

23.10 Paid Administrative Leave or Alternative Assignment

- 23.10.1 A professional educator who is removed from work pending an investigation and is available to report to work shall be placed on paid administrative leave or the District may place the professional educator in an alternative assignment. Alternative assignments will not result in a reduction in compensation or benefits.

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23.10.2 If the professional educator on paid administrative leave is unavailable to report to work, ~~he/she~~ **they** will be removed from paid administrative leave status and will be able to appropriately use any leave accruals until the professional educator is available to report to work and be placed back on paid administrative leave status.

23.10.3 The District shall not dock a professional educator's paid leave balance in lieu of actual time off for a disciplinary suspension, or retroactively change Paid Administrative Leave to unpaid disciplinary suspension, unless there is agreement by the employee and Association.

23.10.4 Paid administrative leave or alternative assignment should be limited to situations where:

- 23.10.4.1 The presence of the employee in the workplace might tend to interfere with an investigation;
- 23.10.4.2 There are concerns the employee will repeat the alleged serious misconduct;
- 23.10.4.3 Removal of the employee from the worksite is appropriate to maintain the safety and security of students and/or staff; or
- 23.10.4.4 The alleged misconduct is serious enough to result in dismissal, if substantiated.

23.10.4.5 Paid administrative leave is required by law

23.10.5 Paid administrative leave letters will conform to the template attached as Appendix L of this Agreement and provide a description of the reason for the paid administrative leave, which is sufficient for the employee and Association to understand the events being referenced. The Association may contact the District's Labor Relations Office for additional information. The District shall place paid administrative leave letters in the investigation file, not in the professional educator's personnel file.

23.10.6 The investigation shall be conducted promptly in order to limit the time that the professional educator is involuntarily away from work. Investigations of professional educators on Paid Administrative Leave will be given priority over other investigations. If the administrative leave pending investigation lasts longer than ten (10) work days, the District shall notify the professional educator in writing of the reasons.

23.10.7 While on administrative leave, if a professional educator needs access to ~~his/her~~ **their** PPS email to gather evidence for the investigation, the District will work with the Association to allow for that access. By arrangement with the site administrator, the professional educator shall also have access to materials from ~~his/her~~ **their** classroom or office.

23.10.8 School and program administrators will not communicate that a professional educator is on administrative leave or disclose the reason for the administrative leave to staff, parents, students or the public. In the case where violence, child endangerment or criminal behavior is alleged, the administrator can inform those who need to know that the professional educator is not at the school. In all cases, when asked directly about the professional educator's whereabouts, the Administrator may respond that the professional educator is not at the school.

23.11 Required Examination by Physician

23.11.1 The District may direct a professional educator to be examined by the professional educator's physician if there exist substantive reasons which call into question a professional educator's ability to perform assigned duties. The professional educator shall be counseled as to the concern that has prompted the referral. The professional educator shall provide the District a statement from ~~his/her~~ **their** personal physician that confirms that the District's concern is being addressed and that the professional educator is able to perform assigned duties or is unable to continue at the present time. The professional educator will not be required to release ~~his/her~~ **their** private medical records.

23.11.2 If the professional educator does not have a physician, or a substantive reason exists, the District may direct the professional educator to be examined by the District's physician. The District shall provide the professional educator with the reasons prior to being examined by the District's physician. The District shall pay for any such examinations and also provide the necessary release time. The District shall request that the physician only disclose medical information specific to the reason that

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prompted the referral.

- 23.12 A professional educator shall not be required by the District to involuntarily submit to testing of bodily fluids unless there is a substantive reason to believe the health and safety of others is at risk.

23.13 Exceptional Medical/Health Care Needs

Professional Educators routinely have assigned to their regular classrooms students with special needs. Some of these students have exceptional medical/health care needs that are of a nature requiring the use of technical procedures, medical hardware, or supplies in personal health maintenance cycles. Professional educators shall not be required to have back-up training or responsibilities for the medical procedure. (This does not eliminate the option of professional educators assisting in emergencies or in volunteering to participate in training and practices for which they feel some comfort.)

23.14 Lost Keys

Professional educators shall not be required to reimburse the District for lost keys. Professional educators will not be responsible for re-keying District facilities. Professional educators shall be responsible for safeguarding keys in accordance with District regulations.

23.15 Standardized Testing

Student performance on standardized tests is not designed or intended to and shall not serve as the basis for involuntary transfer, layoff, recall, placement on the salary schedule, and/or disciplinary action.

23.16 Respectful Working Environment

- 23.16.1 Purposeful, intentional conduct by an individual or group of individuals against another, if a reasonable person would consider the behavior to be threatening, intimidating or offensive, is inconsistent with a respectful work environment. Examples include verbal abuse or other behavior that demeans, threatens, humiliates or intimidates others in the workplace. No professional educator shall be retaliated against for reporting, grieving or protesting such behavior. Likewise, no professional educator shall retaliate against a co-worker, or other District staff for reporting, grieving and/or protesting such behavior on the part of a professional educator. This section shall not be interpreted to mean that bargaining unit members may file a grievance against other bargaining unit members.

- 23.16.2 Reasonable counseling, discipline or job performance evaluations are consistent with a respectful working environment and are not prohibited by this provision.

- 23.17 The District shall comply with Oregon law that prohibits the use of polygraph examinations for employment purposes (ORS 659A.300); and prohibits an employer from requiring an employee to provide access to the employee's personal social media account (HB 2654 effective January 1, 2014).

Article 23 Tentative Agreement

 11/19/23
For the Association Date

 11/19/23
For the District Date

Tentative Agreement - Article 25 Complaint Procedure-03/07/2023

**ARTICLE 25
COMPLAINT PROCEDURE**

- 25.1 "Complaint" **typically originates from** ~~means an allegation made against a professional educator brought by~~ a parent, other citizen, or a nonsupervisory third party.
- 25.2 ~~If an allegation is related to sexual conduct or~~ **Investigations into complaints of sexual misconduct, harassment, or abuse,** ~~the investigation~~ will be conducted by ~~a subject matter expert within a Senior Partner or other comparably experienced member of Employee & Labor Relations and/or an appropriate subject matter expert~~ **subject matter expert for sexual misconduct or abuse in accordance with this Article.**
- 25.3 If a complaint is made to a supervisor about the professional educator and the supervisor believes it warrants further consideration, such complaint shall be handled as follows:
- 25.3.1 After hearing the complaint, the supervisor will request that the complainant discuss the matter directly with the professional educator, except if the complaint involves allegations of sexual conduct or abuse or if the supervisor has a concern about the safety of any party. The supervisor shall not be involved in this discussion unless ~~his/her~~ **their** presence is requested by either party.
- 25.3.2 If the complainant refuses to discuss the matter with the professional educator or, if after discussing the matter with the professional educator the complainant is still dissatisfied, the supervisor will cause the complaint to be reduced to writing.
- 25.4 If the supervisor decides to proceed further with the written complaint, it shall be processed within ten (10) workdays of receipt under the following circumstances:
- 25.4.1 If the evaluating supervisor intends to make a record in the evaluation report of the professional educator against whom the complaint was made;
- 25.4.2 If the supervisor intends to place a record of such complaint in the professional educator's personnel file or the building file;
- 25.4.3 If in the supervisor's judgment such complaint is sufficiently relevant to the professional educator's performance so as to indicate the **need to meet** ~~desirability of a conference~~ (The professional educator may have a representative present at any such **meeting conference**.); and
- 25.4.4 If a professional educator learns of a complaint and requests a **meeting conference**.
- 25.5 The supervisor shall meet with the professional educator and shall describe the nature of the complaint including specific examples of the time, place and type of action complained of, if known, at the conference. The professional educator may have (a) representative(s) present at such **meeting conference**. The name of the complainant may be given as part of the discussion of such specifics. The unit member will have an opportunity to respond fully to the complaint. If, however, the complaint is used in any manner to support actual or recommended discipline, administrative transfer, nonrenewal or dismissal, such record shall be placed in the personnel file and the complainant's name shall be disclosed if the unit member so requests.

Tentative Agreement:

For the District: 

For PAT 

Date: 3-7-23

**ARTICLE 27
EVALUATION**

TA
Biff
8/31/23
H. Fox
8/31/23

- 27.1 The performance of professional educators shall be evaluated in writing in accordance with the provisions of the *Portland Public Schools Handbook for Professional Growth and Evaluation* (hereafter referred to as the "Handbook") dated December 16, 2013. Any revisions of the Handbook shall be mutually agreed upon. The jointly agreed upon evaluation forms will be included in the Handbook.
- 27.2 The Handbook and appendices shall be made available in electronic form to all professional educators and District administrators. An electronic copy of the Handbook and appendices, including the Framework and appropriate forms setting forth criteria to be used in evaluations, shall be distributed to professional educators whenever the Handbook is revised and to all professional educators who are being newly evaluated using the Handbook.
- 27.3 An evaluator's rating of a professional educator in an element or a component shall be based on direct evidence supporting the rating and the evaluator shall include the evidence in the written evaluation.
- 27.4 Testing
- Student performance on District-wide and/or other standardized tests may indicate where modifications of instruction are required, and the implementation of such modifications may be part of the evaluation process. However, evaluations or criticism of a professional educator shall not be based specifically on the issue of comparisons of such student performances.
- 27.5 While varied sources of information are weighed and considered, observations of a professional educator's performance and written evaluations shall be done only by licensed administrators. No member of the bargaining unit shall be the individual responsible for the evaluation of another member of the unit. Observations of professional educators made by non-administrators in the course of the non-administrators' duties shall not be shared without written permission of the observed professional educator.
- 27.6 Evaluation Cycle
- 27.6.1 The evaluation cycle differs for probationary educators and contract educators. All professional educators in the bargaining unit shall be included in the definition of probationary or contract educators in accordance with Article 1: Status and Effect of Agreement.
- 27.6.2 Probationary professional educators shall be formally evaluated at least two (2) times during the school year. The written Formal Observation Summary (Form 5) shall be completed on the following schedule: Probationary 1: by October 31; Probationary 2: by the last working day preceding the Thanksgiving Holiday; and Probationary 3: by the last working day preceding the Winter Break. The Summative Evaluation Report (Form 6) for all probationary professional educators shall be completed by March 1st.
- 27.6.3 Unless substantive reasons exist, contract professional educators in Option 1 shall be on a two-year evaluation cycle. During year one (1), the Supported Phase of the cycle, contract professional educators will continue to work on their goals and reflect on their practice. During year one (1), the evaluator may conduct informal observations.
- 27.6.4 Substantive reasons shall include evidence of unsatisfactory performance as defined by the evaluation Framework, and as documented through informal observations. Assignment to a new building shall not be considered a substantive reason to be placed on a Supervised Phase.
- 27.6.5 During year two (2), the Supervised Phase of the cycle, the process of observations and conferences described in the Handbook will culminate in a summative evaluation meeting in which the evaluator

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27.11.1.2 A ~~plan program~~ for achieving the desired performance improvement. The ~~plan program~~ of assistance shall include:

- a. The description of the improvement in performance that the educator is expected to achieve;
- b. A description of resources to be used and assistance to be provided by the District; and
- c. The ~~plan program~~ shall contain a reasonable timeline for completion and include a schedule for assessing progress towards achieving improvement in performance.

27.11.2 Upon request of the professional educator, following successful completion of a ~~Plan Program~~ of Assistance for Improvement, the educator shall be given written verification. A copy of this notice shall be placed in the personnel file.

27.11.3 Waiver

27.11.3.1 The parties agree that the provisions of ORS 342.895(5) are hereby waived by the District for the duration of this Agreement. That is, should a grievance or other claim of violation of applicable evaluation procedures or fundamental unfairness in a Program of Assistance for Improvement be held by the Association or individual professional educator, such grievance shall be filed in a timely manner pursuant to the provisions of the grievance procedure set forth at Article 5: Grievance Procedure. Such a grievance shall not be held in abeyance for the timeline set forth in ORS 342.895(5). This waiver is subject to the repeal or amendment of ORS 342.895(5) during the term of this Agreement.

27.11.3.2 The parties understand that the filing of a grievance as described above shall not operate to delay or otherwise impede the District's right to implement the Program of Assistance for Improvement.

27.12 A grievance relating to an evaluation of a professional educator may be filed to the extent that it alleges:

27.12.1 An item ~~the educator can demonstrate~~ is ~~clearly demonstrably~~ untrue; or

27.12.2 A violation of the procedural requirements of this Article; or

27.12.3 A violation of (a) specific provision(s) of the Handbook and any revisions to that document.

27.13 Nothing in this Agreement shall be construed to limit the opportunity of the professional educator or of either party, to make claims concerning alleged violations of this Agreement or of policies, in their presentations to the Fair Dismissal Appeals Board.

27.14 A grievance arbitration will not result in a requirement that the evaluation be modified or withdrawn unless it is shown that a violation of the evaluation process as described above directly affected the outcome of the evaluation. If an arbitrator determines that a probationary professional educator was not evaluated as described in 27.12 and that the failure to follow the evaluation process directly led to the nonrenewal, discharge or dismissal, the arbitrator may reinstate the professional educator but shall have no authority to grant any additional years of employment status, including contract status, beyond that which existed at the time the original evaluation which was subject of the grievance occurred. Thus, the arbitrator shall have no authority to rule separately on the issue of the nonrenewal, discharge or dismissal of the professional educator.

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and professional educator shall review a written summative evaluation report. The summative evaluation report shall be submitted by May 1st of the year it is due.

- 27.6.6 Upon request, a professional educator shall be provided with a copy of the original notes made by the evaluator during an observation.
- 27.6.7 A copy of the written evaluation shall be submitted to the professional educator at the time of the formal evaluation conference or within ten (10) days thereafter; one (1) copy is to be signed and returned to the administration, the other is to be retained by the professional educator.
- 27.6.8 A professional educator having more than one supervisor shall not be subject to more than one evaluation cycle/supervised phase. ~~In addition, there shall be one of the two supervisors who conduct the evaluation; the additional supervisor may submit notes related to an observation being conducted.~~

27.7 Evaluation Committee

~~No later than 90 days following the ratification of this CBA, PPS and PAT will form a committee that will develop an a mutually agreed upon updated process and evaluation tool for educators by May 1 of the year preceding the year it will be used to be used in the 2024-2025 school year. The new process will include a peer assistance and review process to be determined by the committee with final approval coming from the Superintendent. Half of the committee shall be PAT members appointed by PAT. The Evaluation Committee will meet to continue its work on the evaluation process and Handbook for revisions as needed.~~

27.8 Observations and Conferences

27.8.1 Formal Observations

- 27.8.1.1 Formal observations shall be preceded by a pre-observation conference and shall be followed with a post-observation conference.
- 27.8.1.2 Following the observation, the evaluator shall give a copy of the original observation notes to the professional educator.
- 27.8.1.3 A post-observation conference between the professional educator and evaluator shall take place generally within five working days following the formal observation and shall be private.

27.8.2 Summative Evaluation

- 27.8.2.1 A Summative Evaluation Report shall be completed for probationary professional educators and submitted by March 1. A Summative Evaluation Report shall be submitted for contract professional educators at least every other year by May 1st of the Supervised Phase.
- 27.8.2.2 The educator shall sign a copy of the Final Summative Evaluation Report to signify receipt of, not agreement with, the Report.

27.9 A professional educator or an administrator may request the presence of an observer at any formal evaluation meeting.

27.10 In the event that the professional educator feels that the evaluation was incomplete or unjust, ~~s/he they~~ may put ~~his/her their~~ objections in writing and have them attached to the evaluation report to be placed in ~~his/her their~~ personnel file. Such written objections shall normally be made within thirty (30) days of receipt of the evaluation.

~~27.11~~ Program of Assistance for Improvement **Plans of Assistance**

27.11.1 The ~~Plans of~~ **Program of Assistance for Improvement** shall be in writing and include the following:


- 27.11.1.1 A description of the deficiency which is to be addressed by the ~~Plan~~ **Program of Assistance for Improvement**; and

APPENDIX I BILINGUAL OR MULTILINGUAL ABILITY

- I.1 In the application of the bilingual or multilingual exception to seniority in Section 18.6.2.4 the following interpretations shall apply:
- I.1.1 Bilingual or multilingual shall mean proficiency in reading, writing, speaking and listening equivalent to Advanced Mid using the American Council on the Teaching of Foreign Languages (ACTFL) proficiency guidelines aligned rubric. If an alternate exam, such as the Standards-Based Assessment and Measurement of Proficiency (STAMP), is selected, the level of proficiency under that alternate exam will be the equivalent to the ACTFL Advanced Mid.
 - I.1.2 Proficiency shall be established prior to the posting of vacancies in the annual internal transfer process.
 - I.1.3 Professional educators shall be informed of dates and times during the school year that they are able to demonstrate proficiency.
 - I.1.4 Professional educators who have demonstrated proficiency in a District supported language other than English, **relevant to the assignment**, will receive an annual stipend of \$1,500. In order to be considered "relevant to the assignment", a minimum of 15% of the students in a school must have in common a language other than English. Professional Educators who have demonstrated proficiency in a language that is not supported by the District and who, according to the October 1 enrollment report using the "Student's Language at Home" report from Synergy, have one or more students/households in their class/easeload who speak the unsupported language shall receive the stipend. Professional educators without classes or easeloads (eg. instructional coaches) who have language proficiency in a language other than English shall receive the stipend if 5% or more of the students/households in a school they serve share that language. The \$1,500 stipend will be increased by the same percentage as the increase applied to the base salary in each contract year, and the professional educator receiving the exception must directly support, on a daily basis, one or more students within this category and be proficient as determined by I.1.1 in the same language.
 - I.1.5 Prior to December 1 of each year, the District shall notify professional educators in schools that meet the 15% threshold of the opportunity to demonstrate proficiency in the applicable language or languages.
- I.2 Beginning the 2021-2022 school year, professional educators who have bilingual or multilingual ability relevant to the assignment (as defined in I.1.4) and who have demonstrated proficiency (as defined in I.1.1) will receive a \$1500 annual stipend. **[BARGAINING NOTE: Move this clause 12.1.6 and strike the language of the current 12.1.6]**

Appendix I Tentative Agreement

 11/22/23
For the Association Date

 11/22/23
For the District Date

Tentative Agreement -Appendix J - 11/20/23

APPENDIX J

SCHOOL PSYCHOLOGIST TRANSFER AND ASSIGNMENT PROCESS

School Psychologists do not participate in the internal transfer and assignment process covering other professional educators set forth in Sections 18.3 and 18.5, of the PAT/PPS collective bargaining agreement. This Appendix sets forth the internal transfer and assignment process for School Psychologists. The terms of this Appendix do not in any other way modify or amend the provisions of the PAT/PPS collective bargaining agreement or its application to School Psychologists.

J.1 School Psychologist FTE Committee

J.1.1 A School Psychologist FTE Committee shall be established. The committee shall consist of five school psychologists selected by the Association, the Director of Special Education or designee. The School Psychologist FTE Committee ("FTE Committee") shall work with the Special Education Director or designee to implement the School Psychologist staffing process.

J.1.2 School Psychologist assignments will be adjusted once every three years ~~including the staffing process in the spring of 2020 for the 2020-21 school year.~~ School Psychologists will be given the opportunity to drop a present school assignment and select a new school. To be eligible to participate in the site selection, a School Psychologist must have dropped at least one of their schools or be required to make a change because of FTE adjustment.

J.1.2.1 An exception to the 3-year stable FTE count for a building will be made in the event of a notable workload change for a site (e.g., increased caseload created by new housing development, substantial enrollment increases).
This includes a situation where there is an increase in psychologist staffing.

J.2 Rules for Site Changes

J.2.1 Site reassignment is by seniority (i.e., if two people want the same site, the person with the higher seniority gets it), with exceptions granted to buildings shared by two School Psychologists, as outlined below:

J.2.1.1 Buildings with a 1.0 FTE assignment or less should be filled by only one School Psychologist. On rare occasion, exception may be made by agreement between the School Psychologists and administration;

J.2.1.2 If the building FTE increases, and there are two School Psychologists in the building, the person with the most FTE in the building shall have the choice to increase FTE. If that School Psychologist declines, the second School Psychologist in the building gets the choice;

J.2.1.3 If a building is split between two School Psychologists and one of them is retiring/leaving, the other School Psychologist has the choice to change their FTE in the building to take that position.

J.2.2 A School Psychologist may only participate in site selection if their site assignment no longer equals their FTE. (This includes if they have dropped all or part of their site assignment.)

Tentative Agreement -Appendix J - 11/20/23

- J.2.3 A School Psychologist may drop as many of their sites as they like, but shall only have three (3) site choices in the selection process.
- J.2.4 If a School Psychologist does not get their 1st, 2nd, or 3rd choice in the selection process, or if they have FTE that remains unassigned, a site will be assigned to the School Psychologist at the end of the selection process by the FTE Committee.
- J.2.5 School Psychologists are encouraged to fill their FTE with one or two sites when possible (e.g., for a 1.0 FTE position, a School Psychologist should select: a 1.0; a 0.8 and a 0.2; or a 0.6 and a 0.4).

A School Psychologist on a Plan of Assistance (POA) shall generally not be allowed to transfer. Exceptions may be made by the Special Education Department.

- J.2.6 School psychologist assignments that become vacant after this selection/placement process (e.g., at the end of year, summer, mid-year, etc.) are to be considered interim placements for that school year and will be posted in the following school year staffing process.
- J.3 The process will be completed as follows:
 - J.3.1 School Psychologist assignment adjustments shall be in alignment with adjustments to each building's School Psychologist FTE.
 - J.3.2 The Special Education Department shall send out information regarding building FTE and vacancies, along with staff seniority lists, to all School Psychologists prior to the selection event described in Section J.6.
 - J.3.3 School Psychologists shall have five (5) workdays to review the vacancy list and changes to their current assignment caseload based on the FTE formula. School Psychologists shall email the Special Education Department to state which part of their assignment they are dropping if necessary due to FTE changes (e.g. if a School Psychologist has a 0.6 and a 0.4, but the 0.6 increased count to 0.8 while the 0.4 remained 0.4, the School Psychologist must drop at least one of those schools). School Psychologists may also drop a school or schools based upon their desire to change sites.
 - J.3.4 Within five (5) workdays the Special Education Department shall email an updated building vacancy list to all School Psychologists. The updated list shall include the vacancies plus the schools that have been dropped by School Psychologists due to want or need to change assignments.
 - J.3.5 School Psychologists shall be provided five (5) additional workdays to review the updated list and submit a school to drop by emailing the Special Education Department. If a School Psychologist does not submit a site to drop prior to the end of this period, they are electing to keep that assignment for the following school year. If a School Psychologist must submit a site to drop (due to the count now totaling more than the School Psychologist's FTE) and fails to do so, a choice will be made for them by the FTE Committee.
 - J.3.6 A Final List (comprised of vacancies and dropped sites) shall be compiled by the Special Education Department and reviewed by the FTE Committee. The Special Education Department will email the Final List to all School Psychologists to review.
 - J.3.7 After at least 5 workdays of review time, the School Psychologists' assignment Selection Event will occur. This event will be coordinated by the FTE Committee in

Tentative Agreement -Appendix J - 11/20/23

collaboration with the Special Education Department.

J.4 The Selection Event for School Psychologists in need of additional FTE to complete their assignment shall be run as follows:

J.4.1 An index card or equivalent will be made for each available school site indicating the school's FTE.

J.4.2 A School Psychologist can select up to three (3) school sites by writing on the school/s index card their name, seniority number, and whether the school is their first, second, or third choice.

J.4.3 At the end of the event, the index cards will be used by the FTE Committee to make assignments based on seniority and in accordance with the rules (see above).

J.5 Transfer Process for School Psychologists on Off Years (when no building FTE adjustments are made):

J.5.1 The Special Education Department shall email vacancies to all School Psychologists in the spring at the same time as the PPS internal transfer process. Third-year probationary and contract School Psychologists interested in the vacant sites shall respond by email to the Special Education Department with their preference.

J.5.2 The Special Education Department shall then email an updated list of vacancies to School Psychologists. School Psychologists shall be provided five (5) workdays to review the updated list and to respond by email to the Special Education Department with their preference.

J.5.3 If more than one School Psychologist is interested in a vacant site, reassignment will be granted by seniority. The Special Education Department shall make the assignments based on seniority and in accordance with the rules (see above); which shall be reviewed by the FTE Committee.

J.5.4 This will constitute the internal process for filling these vacancies before moving to an external process.

J.6 Other Information Regarding School Psychologist Transfers and Workload

J.6.1 School Psychologists will not participate in fall balancing.

J.6.2 Workload fluctuations shall generally be handled within PLC's and through floater support.

 11/20/23
For PAT

 11/20/23
For PPS

Tentative Agreement- Appendix L

APPENDIX L

ADMINISTRATIVE LEAVE LETTER TEMPLATE

[DATE]

By hand delivery

[Employee Name]

[Address City]

Dear [NAME],

Effective immediately you are placed on paid administrative leave of absence, pending the outcome of a personnel investigation. The reason you are being placed on paid leave is [REASONS – must be specific enough to inform the employee of why he/she is off.]

You will remain on paid administrative leave until you are notified otherwise by me. You have the right to union representation at any investigatory meeting. You will need to remain available to be contacted or to meet during your regularly scheduled working hours, either virtually or in person at the discretion of the District.

Effective [DATE], you are hereby relieved of any and all duties, responsibilities and authority as a [position], except to respond to assignments given to you by [Supervisor] while on leave.

1. You will contact [Supervisor] via email every [example: Monday and Friday during your assigned administrative leave at 9:00 a.m.] Contact is not required on holidays. You will remain available for contact by Supervisors as needed. Contact is not required on holidays, after school hours, or on weekends.
2. You must remain available to receive and communicate by phone on your assigned workdays.
3. If such permission is granted, your sick time, vacation, or comp time may be used during your absence. Sick time may be used if needed in compliance with District policy.
4. You are required to respond to interviews associated with this investigation and be available during regular contract hours [Day and Time] to cooperate as needed.
5. Do not perform any duties on behalf of the District unless directed to do so by [Supervisor].
6. You are still required to abide by applicable District Personnel Policies.

While you are on administrative leave, you are not to come on any District property during work hours or after, unless prior arrangements have been made.

You will not have access to the District's computer systems and District communication systems.

We request that you do not talk to employees, students, parents, or any other potential witnesses, regarding this investigation and allegations or discuss the administrative leave unless it is consistent with your rights to consult an attorney or other purpose allowed by law.

Violating any provision of this letter will constitute insubordination and may result in disciplinary action.

Tentative Agreement- Appendix L

For any events (virtual or in-person) during non-school hours, you are expected to conduct yourself professionally and are subject to all District policies.

While you are on administrative leave, you are not to come on any District property during work hours or after, unless prior arrangements have been made. However, if you are a parent/legal guardian of a child who is a PPS student, you may transport your child to and from school and participate as a parent in your child's school-related activities such as parent-teacher conferences, performances and sporting events. You may also access the District's outdoor property in the same manner as other members of the public during non-school hours and when no after-school activities are taking place.

If you have any questions regarding your administrative leave status or want to make arrangements to return to school while on leave, please contact your building principal at [PHONE NUMBER].

Sincerely,
[NAME]

Sr. Partner Manager, Employee and Labor Relations or OSP Leadership

Copy: Building Administrator

OSP Leadership

PAT Representative Investigation file(s)

For the District:  6/5/23

For PAT:  ce-5-23

District Package Proposal - Article 30 - 11/20/23 5:10 am

ARTICLE 30
DURATION

30.1 This Agreement shall become effective the 1st day of July 202~~32~~ and shall continue through June 30, 202~~63~~.

30.2 Should there be an intervening change in financial resources available to the District which would demonstrably and drastically reduce the District's revenue, and thus, fiscal stability below the level being planned for at the time of the development of this Agreement, the parties will meet to analyze the impact and resulting status and to mutually make modifications that may be judged to be necessary and in the best interests of the parties.

js m m
11/20/23

[Signature]
11/20/23

XX3 - Special Education – Final Edits- 11/24/2023 4:30pm

NEW Article XX Special Education

XX.1 It is the intent of the Portland Public Schools District and the Portland Association of Teachers to work together to meet the diverse and unique needs of the District's students receiving special education services and to comply with Federal and State laws and regulation. All students will receive an education within the Least Restrictive Environment (LRE) that provides them the needed support for a Free and Appropriate Education (FAPE).

XX.1.1 Major districtwide changes to the District's special education program will be discussed in the Instructional Program Council (IPC) as indicated in Article 2, prior to implementation. Problems relating to this Agreement shall be addressed in Contract Administration Meetings per Article 29.

XX.1.2 If Portland Public Schools forms a Special Education steering committee or staff advisory, up to 6 representatives will be appointed by the association. Release time or extended hours will be utilized to allow for educators to participate.

XX.2 Full Continuum of Special Education Services

XX.2.1 The District and the Association recognize the necessity of timeliness in addressing the essential learning needs and conditions of the students. As such, the District shall maintain a full continuum of special education services and sufficient seats in a variety of programs to meet eligible students' identified special education needs within an appropriate individual program for each student in the least restrictive environment, consistent with State and Federal regulations. The District will allocate support as defined in the student's individual education plan (IEP).

XX.2.2 Individual student's special education services and service delivery model are determined by the student's IEP team that directly works with the student. If a more restrictive placement is determined to be needed, but is not available, additional staff and resources will be provided at the current building level to meet the needs of the student. Staff already assigned to the building for specific programmatic purposes shall not count as the additional staff. All IEP teams shall follow district policies and procedures. IEP team decisions are made following state and federal law in order to address student needs.

XX.3 The terms of this Article do not in any other way modify or amend the PAT/PPS collective bargaining agreement or its application to Professional Educators assigned to a Special Education position.

XX.4 For all professional educators assigned to provide special education services to students in one or more buildings, Article 7.13 applies.

XX.5 Staff Ratios and Caseloads

XX.5.1 The District shall adhere to the Special Education class size and special educator caseloads thresholds delineated in Article 8 of this agreement.

XX3 - Special Education – Final Edits- 11/24/2023 4:30pm

XX.5.2 Special Education Teacher caseload refers to the number of students for which a staff member is providing IEP/due process case management, including:

- 1. students in the initial evaluation process with signed consent to evaluate;**
- 2. students with transfer IEPs, both in and out of state;**
- 3. private school students with Service Plans;**
- 4. the number of incoming kindergarten students with services on Individual Family Service Plans (IFSP);**
- 5. projected numbers of incoming students for middle schools, high schools, special schools, and the Community Transition Program (outgoing students will not be included).**

XX.5.3 At all levels, every effort will be made for special education teachers to serve students for which they case manage. At times when this is unachievable, IEP teams will balance the workload collaboratively. Special Education teachers working with the student will decide on which caseload list the student is captured.

XX.5.4 For Special education educators that do not provide IEP/due process case management, caseload refers to the number of students for which a staff member is providing services. Services may include but are not limited to the following activities: assess students, attend IEP process meetings (including the initial evaluation process for students with signed consent), provide specially designed instruction or related services, track student progress data, write evaluation reports, create materials for the student, facilitate group or individual activities, provide ongoing consultation with staff.

XX.5.5 School Psychologist caseload is determined by the total building student enrollment. For buildings with special education students totaling 25% or more, School Psychologist caseload is determined by the ratio of School Psychologist to students receiving special education services, including students in the initial evaluation process with signed consents.

XX.5.6 Caseload for Speech Language Pathologists

XX.5.6.1 For purposes of transfer and assignment, caseload is defined in the SLP MOA.

XX.5.6.2 For purposes of overload pay as delineated in Article 8 of this agreement, caseload is defined in the SLP MOA with the inclusion of all students in the initial evaluation process with signed consent to evaluate.

XX.5.7 The District and PAT agree to meet and negotiate caseload definitions for any newly created Special Education positions or Special Education positions where caseload is not currently defined, as appropriate.

XX.6 Case Management

XX.6.1 In addition to contractually provided planning days, special education professional educators required to complete due process paperwork conference with parents and write IEPs shall be provided four (4) days of released time, per year, for that purpose. A special education professional educator may elect to use these days or the equivalent hours before or after the school year or outside his/her their workday at his/her their per diem hourly rate of

XX3 - Special Education -- Final Edits- 11/24/2023 4:30pm

pay.

XX.6.2 All special education case managers will receive a case management period each day for due process paperwork, evaluation work, and IEP work.

XX.6.2.1 At the elementary level, the case management period will be at least 40 continuous minutes per day, and no less than 320 minutes total per week.

XX.6.2.2 At the middle school and high school levels, the case management period will be not less than the equivalent of one standard class period per day.

XX.6.2.3 High school special education educators will receive a substantially equivalent amount of case management time as other special educators.

XX.6.2.4 School Psychologists and Speech Language Pathologists are also entitled to self-schedule a period of time each day equivalent to a standard class period (or at least 40 minutes per day, and no less than 320 minutes total per week, for those at the elementary level) for due process paperwork, evaluation work, and IEP work.

XX.6.2.5 These periods of time for special education case managers, School Psychologists and Speech Language Pathologists reserved for special education paperwork will be in addition to planning time already guaranteed under Article 7.9.

XX.6.2.6 Educators shall have access to students during their case management time.

XX.6.2.7 Scheduling of this time will be determined by mutual agreement between the Educator and Administrator.

[Bargaining Note: This incorporates the existing agreement from the parties' Overage grievance settlement.]

XX.7 Special Education Policies and Procedures

Special Education policies, Administrative Directives and procedures shall be based on federal and state special education law. Any district policies and procedures shall be made available to all employees at the beginning of the school year. The District shall provide notice to the Association and staff anytime changes have been made to policies, Administrative Directives, procedures, and processes within a week of the proposed changes. If there are district procedures not specified in the OARs, they shall not cause an undue delay in special education processes (evaluation, eligibility or placement). The workload of professional educators shall meet general comparability as outlined in article 8.2.

XX.8 Rights of Educators Supporting Students Receiving Special Education Services

XX3 - Special Education – Final Edits- 11/24/2023 4:30pm

XX.8.1 All special education and general education teachers, including Core Enrichment teachers, will be provided:

XX.8.1.1 access to a copy of the IEP/IFSP (as provided by law) of a student that they serve as soon as it becomes available in the records management system. This includes relevant records/reports in alignment with FERPA requirements such as related services, medical alerts, transportation needs, behavior or safety plan, evaluation reports, functional behavioral assessments, placement determinations and any other pertinent records.

XX.8.1.2 Time to review the IEP/IFSP and other relevant records during the two and one half (2.5) professional development days prior to the start of the first student day.

XX.8.1.2.1 If a student is being added to a classroom after the start of the school year, the professional educators who work with the student will be provided one full working day to review the IEP/IFSP and other relevant records before a student begins in their classroom or on their caseload. This is expected to be completed during the planning time and/or case management time and is not intended as an additional release time.

XX.8.2 IEP case managers may request a meeting with their building administration and special education administration to discuss a student's progress when a student is not making appropriate progress due to unmet needs. This meeting shall not be denied.

XX.9 IEP Process Meetings

XX9.1 Professional educators who are required to conference regarding IEPs shall have a substitute provided to allow for such meetings to occur within the workday. If a professional educator volunteers to attend such conference meeting outside of the workday, such member shall be compensated at his/her their per diem hourly rate for conferences which take place beyond the contract day. A professional educator who chooses to conference during his/her their individual planning time, including the 15 minutes at the end of the work day, can do an equivalent amount of planning time outside of the work day and be compensated at his/her their hourly rate for the length of the conference.

XX.10 Special Education Spaces and Materials

Special Education professional educators shall have:

XX.10.1 A dedicated, confidential office space/classroom; If a dedicated office space/classroom is unavailable, an appropriate confidential space will be provided each time a confidential work task is required;

XX.10.2 Access to all instructional, academic, and curriculum materials available in the eere classroom for all the grade levels for which the Special Educator provides services, including student materials;

XX.10.3 Access to age appropriate intervention materials for which the Special Educator provide services; and copies provided upon request; and

XX3 - Special Education – Final Edits- 11/24/2023 4:30pm

XX.10.4 Materials and curriculum for social/emotional skill needs of the students available in the classroom.

XX.10.5 The materials required by b and c shall be provided to the Special Education educator prior to the start of the school year unless on backorder or no longer published. In these instances, materials will be provided as soon as they are available.

XX.11 Mentorship for Special Education Professional Educators

Special Educators new to the profession or new to the District will receive mentorship and/or peer support during the first three (3) years of employment in the District based upon available peer support. The District will make reasonable efforts to recruit peer mentors and survey contract Special Educators every semester to recruit mentors. When possible, this mentorship or support will be offered through a Special Education colleague at their work location who will be provided time in their workday to provide support and will be paid extended hours for each hour worked for any work done outside of the contract day. If no Special Educator is available at the work location, the District will provide a mentor or peer support from another work location.

Article XX3 Tentative Agreement



For the Association

11/24/23

Date



For the District

11/26/23

Date

Early Childhood Educators- MOA 11/19/23 2pm

Early Childhood Educators- MOA

The Association and the District **agree to resume negotiations** over the new article "Early Childhood Educators" within 60 days of the ratification of the 2023-2026 successor agreement. The parties agree to resume negotiations based on the language mutually agreed upon as of 11/11/23 (shown below).

The parties aim to complete negotiations in time for implementation before the start of the 2024-25 school year.

Nothing will be implemented until the parties TA the entire article. GR 11/19/23

Article XX4 Early Childhood Educators

XX4.1. Early Childhood Educators include all certified staff in Pre-K, Head Start, and Universal Pre-K programs within Portland Public Schools.

XX4.2. The terms of this Article do not in any other way modify or amend the PAT/PPS collective bargaining agreement or its application to Professional Educators assigned to an Early Childhood Educator position.

XX4.3. Suitable & Appropriate PD

All licensed staff in all preschool programs in the District Early Childhood Educators will be given suitable and appropriate professional development for early childhood education.

XX4.4. Committee(s) working to develop Professional Development for Early Childhood Programs

Educators and the Administration will form a joint committee of at least 4 educators, with at least one each from Head Start and Pre-K programs, and 4 administrators ("Preschool Curriculum and Professional Development Committee"). This committee will solicit feedback from Early Childhood Educators as defined above, and recommend and review professional development programming to support a culturally relevant, play-based preschool curriculum. The Preschool Curriculum and Professional Development Committee will also research and promote a curriculum that is rooted in play-based pedagogy, including an emphasis on early literacy, social emotional learning and self-regulation skills.

XX4.4.1. If a professional educator on the committee agrees to meet outside of the workday, such member shall be compensated at their ~~his/her~~ per diem hourly rate for meeting/s which take place beyond the contract day. A professional educator who chooses to participate in a committee meeting during their ~~her/his~~ individual planning time, including the 15 minutes at the end of the work day, can do an equivalent amount of planning time outside of the work day and be compensated at their ~~her/his~~ hourly rate for the length of the meeting.

Early Childhood Educators- MOA 11/19/23 2pm

XX4.4.2. **Starting in the ~~2022-2023~~ 2023-24 School Year, all Early Childhood Teachers and Educational Assistants will receive the two year Tools of The Mind training, program/grant specific curricula and/or newly adopted curricula as required under article 8.11* (subject to change). Educators and Educational Assistants who have already received the training will have the option to receive the training. Moving forward, all Early Childhood Educators and Educational Assistants will receive training in newly adopted curricula as required under Article 8.11*. Nothing in this clause will be meant to interfere with Early Childhood Educators' Academic Freedom.**

XX4.5. Classroom Ratios and Staffing

XX4.5.1. **Classroom Ratios: The District will staff Early Childhood Education classrooms either:**

XX4.5.1.1. **According to grant, state and federal requirements where required, or;**

XX4.5.1.2. **at a ratio of 18 students to 1 certified teacher whichever is lower.**

XX4.5.2. **The District will maintain a 1 to 9 adult to children ratio in ~~pre-k~~ Early Childhood Education classrooms at all times children are present**

XX4.5.3. **Staffing**

XX4.5.3.1. **The District will establish a pool of substitute teacher assistants qualified to serve early childhood classrooms. The District shall staff the pool at sufficient levels to meet early childhood classroom coverage needs as defined in XX4.5.1 and XX4.5.2.**

XX4.5.3.2. **The District will ensure classrooms are fully staffed for the entire shift that is vacant.**

XX4.6. English Learner Teachers

XX4.6.1. **All English Learner teachers (EL) can be included in a regular rotation with other licensed staff in the building for substituting during their preparation period only and those teachers will receive compensation for the loss of preparation time. (Under PFSP).**

XX4.6.2. **EL teachers shall not be pulled from providing services to students to sub for an absent teacher. To ensure that there is not a loss of EL services, all English Learner substitute teachers shall be excluded from being asked to or pulled to cover general education classrooms instead of fulfilling their EL substitute jobs.**

XX4.7. Transfers

Early Childhood Educators- MOA 11/19/23 2pm

- XX4.7.1. **The District will comply with Article 18 for Early Childhood Educators, including asking for volunteers and conducting a fair interview process before involuntarily transferring Educators from one worksite to another.**

XX4.8. Sufficient Facilities

All Early Childhood classrooms will adhere to grant-based requirements related to facilities, space, and materials necessary to ensure a safe and healthy learning environment. This includes access to bathroom facilities.

XX4.8.1. Nap Time

In full-day Early Childhood Education classrooms, children will be given a calm, quiet space to nap or rest.

XX4.8.2. Bathroom Facilities

All early education classrooms will have access to adequate bathroom facilities including safe and sanitary diapering facilities, including a sink with running water, for children who are unable to use the toilet consistently. These facilities shall be easily accessible to students and Early Learning Department staff. The Early Learning Department shall provide all necessary supplies for containment of soiled clothing in a safe, sanitary, and reasonably private fashion.

- XX4.8.3. Disposable safety gloves shall be provided in all early childhood classrooms in case of toileting accidents. Adequate staff shall be provided to assist students in case of toileting accidents and no student shall be punished or excluded from instruction due to toileting accidents.**

XX4.9. Grading Time and Non-Instructional Days

The District will label the total Teacher Planning days and Grading days where no other work is assigned as part of the calendar process as per Article 6.5.2. In addition to these Teacher Planning and Grading days, there will be a minimum of 12 non-instructional days. The Early Intervention Specialists who work year round will receive their 193-day work day calendar following the Calendar timeline defined by Article 6.

XX4.10. Full Continuum of Special Education Services for Pre-School

- XX4.10.1. The District will provide a full continuum of Special Education Services to all early education students. The Full Continuum of Special Education Services will include access to rapid response team and all other supports provided to other professional educators to support students beyond Tier 1 interventions. (*Specification)**

- XX4.10.2. K-12 Professional Educators will have access to behavioral support plans and all Individual Family Service Plans (IFSPs), Individual Education Plans (IEP),**

Early Childhood Educators- MOA 11/19/23 2pm

and required eligibility reports for each student they provide service to in order to support the student's educational transition to their Kindergarten classroom.

XX4.11. Support and Implementation of Multnomah County Preschool For All (Universal Pre-K)

XX4.11.1. The District and PAT will form a joint committee ("Preschool for All Committee") to investigate how the District can receive revenue from the Preschool for All Ballot Measure passed in Multnomah County in November 2020 ("Preschool for All"). The District will prioritize space for implementation of Preschool for All and any other state and local universal preschool initiatives.

XX4.11.2. The Preschool for All Committee will be composed of at least 4 Educators and at least 4 Administrators who will liaison with Multnomah County and the Preschool for All Program. The Preschool for All Committee will perform a full inventory of every available classroom and potential site for modules on school grounds. The Preschool for All committee will release the report by June 15, 2023. The report will be made available to PAT, The School Board, and Preschool For All Committee. The District will prioritize space for implementation of state and local Universal Pre-K.

XX4.11.3. PAT employees will have access and ability to apply for spaces within Early Childhood programs in PPS. Once accepted, they may enroll their children in Early Childhood programs at either their neighborhood schools or the school(s) where they work if they are eligible under the program requirements. This will not be used to limit the access of low-income families to early childhood programs as defined by the federal and state statutes.

XX4.11.4. Home Visits & Parent-Teacher Conferences

XX4.11.4.1. Early Childhood Educators ~~teachers~~ will conduct a minimum of two home visits per program year, one prior to the first day of school and another in May, as well as two school-based conferences, one during November and the other sometime between January and April, Teachers will utilize prescribed Parent Teachers Home Visits Project (PTHVP) format for all home visits.

XX4.11.4.2. These home visits shall be part of their 12 non-instructional days as defined in XX4.9


For the Association

11/19/23
Date


For the District

11/19/23
Date

CONCEPTUAL MOA Re HEALTH AND SAFETY IMPROVEMENT INVESTMENTS
[Bargaining note: This is a package proposal, meaning it must be accepted in full to reach a tentative agreement.]

November 20, 2023

1. Portland Public Schools (PPS) is set to be awarded grant funds from the City of Portland Portland Clean Energy Benefits Fund (PCEF) to be used on clean energy projects at up to thirty-one (31) identified schools. PPS proposes to use up to \$10 million in PCEF funds to address temperature mitigation at PCEF-qualified PPS buildings.
2. As part of the award process, PPS will submit, in accordance with PCEF grant procedures, a project plan proposing to use the PCEF funds to invest in our buildings and Heating Ventilation Air Conditioning (HVAC) systems with the goal of increasing student and educator comfort and, as required by PCEF, improve climate resiliency and reduce greenhouse gas emissions.
3. PPS will comply with PCEF terms and conditions associated with the award and project plan approvals.
4. In addition, PPS will invest an additional \$10 million in capital/bond funds (not general fund) to address priority environmental health and safety and deferred maintenance building concerns in school buildings.
5. Portland Association of Teachers (PAT) will appoint one educator to participate in reviewing and providing input on the list of prioritized projects as part of the PCEF application.
6. PPS will review its integrated pest management program for opportunities to increase efficacy and safety and report to PAT on the results of the review and any changes prior to the end of the 2023-24 school year.

For the Association:

 11/20/23

For the District:

 11/20/23

District Mediation Proposal - 11/20/23 4:15 am

~~DRAFT~~

6 R
11/20/23

Portland Public Schools Commitment

Tier III Mental Health and Rapid Response Team

For the school year 2024-2025

Tier III Mental Health and Rapid Response Team

Portland Public Schools, School District No. 1J, Multnomah County, Oregon (District) agrees to increase the number of full-time equivalency (FTE) staff in the Rapid Response Team to twelve (12) to be allocated upon ratification.

For the District:



Genevieve Rough

Senior Director Employee & Labor Relations

11/20/23

DATE


11/20/23

**Memorandum of Agreement
By & Between
The Portland Association of Teachers
&
The Portland Public Schools**

The District and the Association agree that supporting student mental health in Portland Public Schools is a critical step to addressing the predictability of disparities by race, socioeconomic status, and disability, and will accelerate learning and achievement for all students. Student mental health needs are best served when the school community is supported by a team of trained professional educators, support staff, and educational support professional staff.

Toward that end, the District agrees to increase the number of full-time equivalency (FTE) staff as identified in the Tier III Mental Health and Rapid Response Team tentative agreement signed and dated by the parties on November 20, 2023, and attached. in the Rapid Response Team to twelve (12) to be allocated upon ratification to begin in the 2024-25 school year.

The parties agree to make a good faith effort to reach an agreement on how the expansion will occur, particularly in light of the agreement on student discipline that will make additional staff support part of to providing meaningful and restorative alternatives to discipline.

The parties further agree that this MOA is an initial step and will serve as a foundation to establish a more robust mental health support system for our students.

In addition to working together to determine the structure of the expanded team(s), the District will share with the Union Association relevant ~~to~~ data to determine the impact and effect of the expanded team and to identify additional unmet needs that may need additional, responsive student supports.

~~The District agrees to expand its resource allocation, as determined by student need and available resources.~~

[BARGAINING NOTE: Include TA as attachment]

MOA Mental Health Team Tentative Agreement


For the Association

11/22/23
Date


For the District

11/25/23
Date

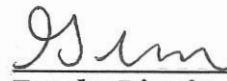
Memorandum of Agreement
Establishment of Social Worker Threshold/Overage Standard

In the final stages of negotiations, the parties recognized that the establishment of a threshold/overage for **School Social Worker**--which will be included in Article 8.3.5.2, sections (a) through (c)--was a more complicated discussion than anticipated and required additional discussion between the parties. In order to address this issue, the parties hereby agree:

1. Within thirty (30) days of the final approval of this agreement, the parties will meet to negotiate over the establishment of a threshold/overage for School Social Workers;
2. The parties will make every effort to reach an agreement within ninety (90) days of the final approval of this agreement.
3. If an agreement is reached, the new threshold/overage for school social workers shall be implemented. If no agreement is reached, the Employer's final position on the threshold shall become the status quo school social worker threshold/overage and shall be implemented.

Social Worker MOA Tentative Agreement


For the Association 11/24/23
Date


For the District 11/25/23
Date



2023-24 District Calendar (Revised)

JULY 2023				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

AUGUST 2023				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

SEPTEMBER 2023				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER 2023				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER 2023				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

DECEMBER 2023				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JANUARY 2024				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

FEBRUARY 2024				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

MARCH 2024				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

APRIL 2024				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY 2024				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JUNE 2024				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

	Schools closed due to holiday or break period		Schools transitioning to new sites and new grade bands Professional Development Day (8/22)
★	First/last day of school for students (8/29 & 6/14); 7th-8th & 10th-11th gradeat comprehensive middle schools and high schools start on 8/30	◆	End of quarter (11/2, 1/26, 4/4)
+	Day/evening conferences (no school for students)		Teacher Professional Development/planning day (no school for students); Planning days always occur after the end of a quarter (8/23, 8/24, 8/25, 8/28, 1/29, 4/5, 6/17, 6/18)
▲	Statewide inservice (no school for students)	■	Possible snow make-up day
♥ _K	Kindergarten first day: Kindergarten Ramp Up Aug 29 - Sep 1; K Students attend 1 day between Aug. 29 - Sep. 1 in small groups	♥ _{PK}	Pre-Kindergarten/Head Start first day (9/11)
↗	Mid-Term Progress Reports	*	Staff Meetings
	New Educator Orientation (8/17, 8/18)		Additional Professional Development Day(s) for Designated CSI & TSI Schools will be on 10/13.
	Indicates a major religious or cultural holiday or event to avoid scheduling conflicts. For holidays lasting multiple days, only the first day and last day are indicated. See back page for details.		



Major Religious Holidays and Cultural Events 2023-24

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

Sep. 15 & 17 Rosh Hashanah*	Feb. 14 Ash Wednesday
Sep. 24 & 25 Yom Kippur*	Mar. 10 & Apr. 9 Ramadan*
Oct. 9 Indigenous Peoples' Day	Mar. 29 Good Friday
Nov. 12 Diwali	Mar. 31 Easter
Nov. 24 Native American Heritage Day	Apr. 9 & 10 Eid al-Fitr*
Dec. 7 & 15 Hanukkah*	April 22 & 30 Passover*
Dec. 25 Christmas	June 16 & 17 Eid al-Adha*
Dec. 26. & Jan. 1 Kwanzaa	June 19 Juneteenth
Feb. 10 Lunar New Year	

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



Index to the Minutes

(Adopted 01/09/24)

Regular Meeting

December 12, 2023

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/vUAUKKW4NKw?si=wPZDeU9208eLzVbi>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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RESOLUTIONS

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6790	Resolution to Adopt Revised Naming School District Property 2.20.010-P.....	254
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AGENDA

<i>Time Started</i>	<i>Agenda Title</i>
6:00 pm	Consent Agenda
6:07 pm	Student Performance: Jefferson Dancers
6:21 pm	Board Member Declarations to be Considered for Board Leadership
6:32 pm	Recess due to technical difficulties
6:41 pm	Superintendent's Report
6:46 pm	Student Representative's Report
6:51 pm	Student Comment
7:01 pm	Middle School Spotlights (Robert Grey and Beaumont)
7:22 pm	Resolution Authorizing Reassessment of the Modernization Design of Jefferson High School (Resolution 6806)
7:41 pm	Second Reading of Policy Revisions
7:49 pm	OSBA Annual Elections
7:51 pm	Public Comment
8:08 pm	Student Investment Account Report
8:18 pm	2023-2024 Budget Amendment Preview
8:43 pm	Fall MAP Results
9:32 pm	First Reading of Policy Revisions
9:35 pm	Consent Agenda
9:38 pm	Comments from our Union Partners
10:03 pm	Adjourn

STUDENT AND PUBLIC COMMENTGeneral Student Comment

- Kiyomi McCollister – Dual Language Immersion trip
- Hanix Verar Van Allen – Dual Language Immersion trip
- Ray Cook and Brooklyn Clark – Dual Language Immersion trip

General Public Comment

- Donelda Weiss
- Nazgul Chester
- Jackie Dion
- Katia Fleischman

STATEMENT(S) FOR THE RECORDJulia Brim-Edwards – 2023-2024 Budget Amendment 1 Preview

Staff reports that the budget amendment agenda item for the December 12, 2023 Board meeting contemplates funding for the PAT Substitute Educators incentive pay for the week of December 18-22, 2023; however, the Board vote authorizing the funding in the budget amendment is not scheduled until the January 9, 2024 Board meeting.

The Board authorization vote should occur in advance of the pay incentive being offered. An authorizing resolution was prepared, however it was prepared after the deadline for Board materials to be submitted and therefore not considered. I support the pay incentive and would have voted in support of this resolution had this been before the Board for consideration and approval at its December 12, 2023 Board meeting.

ACTIONS TAKEN

Resolution 6789: Resolution to Adopt Revised Diversity in Employment Policy 5.10.025-P

Director DePass moved and Director Brim-Edwards seconded the motion to approve Resolution 6789. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

Resolution 6790: Resolution to Adopt Revised Naming School District Property 2.20.010-P

Director Scott moved and Director Brim-Edwards seconded the motion to approve Resolution 6790. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

OSBA Annual Elections – Resolutions 6802 through 6805

- Resolution 6802 - to Support Kris Howatt for the Oregon School Boards Association Board of Directors Position Number 18
- Resolution 6803 - to Support Jessica Arzate for the Oregon School Boards Association Legislative Policy Committee Position Number 18
- Resolution 6804 - to Support Brenda Rivas for the Oregon School Boards Association Legislative Policy Committee Position Number 17
- Resolution 6805 - to Support David Linn for the Oregon School Boards Association Legislative Policy Committee Position Number 19

Director Scott moved and Director DePass seconded the motion to approve Resolutions 6802 through 6805. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

Resolution 6806: Resolution Authorizing Reassessment of the Modernization Design of Jefferson High School

Director Greene moved and Director Brim-Edwards seconded the motion to approve Resolution 6806. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

(continued on next page)

Consent Agenda – Resolutions 6807 through 6811

- Resolution 6807 - Licensed Administrator and Non-Represented Schedules Adjustment
- Resolution 6808 - Adoption of the Index to the Minutes
- Resolution 6809 - Authorizing Off-campus Activities
- Resolution 6810 - Expenditure Contracts that Exceed Delegation of Authority
- Resolution 6811 - Revenue Contracts that Exceed Delegation of Authority

Director Greene moved and Director Brim-Edwards seconded the motion to approve the Consent Agenda, including Resolutions 6807 through 6811. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

RESOLUTION No. 6789

Resolution to Adopt Revised Diversity in Employment Policy 5.10.025-P

RECITALS

- A. On August 7, August 28, and September 18 2023, the Board Policy Committee reviewed and considered the proposed revisions of the Diversity in Employment Policy 5.10.025-P.
- B. On October 10, 2023, the Board presented the first reading of the revised Diversity in Employment 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 Diversity in Employment Policy 5.10.025-P and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.

RESOLUTION No. 6790

Resolution to Adopt Revised Naming School District Property 2.20.010-P

RECITALS

- A. On August 7, August 28, and September 18 2023, the Board Policy Committee reviewed and considered the proposed revisions of the Naming School District Property 2.20.010-P policy.
- B. On October 10, 2023, the Board presented the first reading of the revised Naming School District Property 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 Naming School District Property 2.20.010-P policy and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.

RESOLUTION No. 6802

Resolution to Support Kris Howatt for the Oregon School Boards Association
Board of Directors Position Number 18

RECITALS

- A. Portland Public Schools is a member of the Oregon School Boards Association.
- B. The Oregon School Boards Association requests the Portland Public Schools Board of Education to cast its vote for OSBA governance positions.

RESOLVED

The Portland Public Schools Board of Education supports Kris Howatt for the OSBA Board of Director position 18.

RESOLUTION No. 6803

Resolution to Support Jessica Arzate for the Oregon School Boards Association
Legislative Policy Committee Position Number 18

RECITALS

- A. Portland Public Schools is a member of the Oregon School Boards Association.
- B. The Oregon School Boards Association requests the Portland Public Schools Board of Education to cast its vote for OSBA governance positions.

RESOLVED

The Portland Public Schools Board of Education supports Jessica Arzate for the OSBA Legislative Policy Committee position 18.

RESOLUTION No. 6804

Resolution to Support Brenda Rivas for the Oregon School Boards Association Legislative Policy
Committee Position Number 17

RECITALS

- A. Portland Public Schools is a member of the Oregon School Boards Association.
- B. The Oregon School Boards Association requests the Portland Public Schools Board of Education to cast its vote for OSBA governance positions.

RESOLVED

The Portland Public Schools Board of Education supports Brenda Rivas for the OSBA Legislative Policy Committee position 17.

RESOLUTION No. 6805

Resolution to Support David Linn for the Oregon School Boards Association
Legislative Policy Committee Position Number 19

RECITALS

- A. Portland Public Schools is a member of the Oregon School Boards Association.
- B. The Oregon School Boards Association requests the Portland Public Schools Board of Education to cast its vote for OSBA governance positions.

RESOLVED

The Portland Public Schools Board of Education supports David Linn for the OSBA Legislative Policy Committee position 19.

RESOLUTION No. 6806

Resolution Authorizing Reassessment of the Modernization Design of Jefferson High School

RECITALS

- A. The Board of Education adopted resolutions 6153 and 6161 authorizing submission to the voters of Portland Public Schools (PPS) a general obligation bond that included the full modernization of Jefferson High School.
- B. The election was duly and legally held on November 3, 2020, and the general obligation bonds were approved by a majority of the qualified voters of PPS voting at the election.
- C. On December 13, 2022, the Board of Education approved Resolution 6627, which authorized the Jefferson High School Modernization Comprehensive Plan and directed staff to utilize the Jefferson High School Comprehensive Master Planning Report as a guide to construct the modernized Jefferson High School to an approximate size of 339,000 square feet.
- D. Development of the Jefferson High School Modernization Comprehensive Plan was informed by considerable community feedback over the course of several years. Community input was material in the decision to retain and modernize the original 1909 school building.
- E. After significant due diligence, in June 2023, PPS refined the project costing structure of the approved schematic design, and identified significant project overage above the board-approved budget. One of the primary cost drivers was the unexpected cost to modernize the 1909 building (a 4-story historic unreinforced masonry structure) while also keeping students on site during construction. In mid-July, the Jefferson Modernization Project Team hosted a workshop to review project assumptions, goals, and strategies and to look for opportunities to get the project back on budget. The outcome was a design that would retain and modernize the 1909 building but require Jefferson High School students to temporarily relocate to the Marshall High School Campus during construction.
- F. The need to temporarily relocate students during construction in order to retain the 1909 building was new information to the District and community, and posed several challenges due to the distance of the swing site. Community feedback received over the last several months is that the Jefferson High School community would strongly prefer to keep the students on site during construction and construct a new high school building, demolish the 1909 building, instead of temporarily relocating students.

RESOLUTION

- 1. The Board of Education directs the Superintendent to reassess the current site and building design and related land-use efforts so that Jefferson High School students and staff will not relocate to another temporary site during construction of the modernized Jefferson High School.
- 2. The Superintendent will return to the Board of Education in 120 days with an updated plan to modernize Jefferson High School. The updated plan will include a targeted student enrollment of 1,700, will keep students and staff largely on the Jefferson High School campus during construction, demolish the 1909 building, and will seek to conform to PPS's current high school education specifications area program. The plan will strive to deliver the project within the currently available bond (and other available) funding and will identify anticipated budget overage. The plan will not include colocation of the Center for Black Student Excellence, Harriet Tubman Middle School, or other unaffiliated to Jefferson High School programs.

RESOLUTION No. 6807

Licensed Administrator and Non-Represented Schedules Adjustment

RECITALS

- A. Licensed Administrators (Principals, Assistant and Vice Principals, and Program Administrators) and non-represented employees play a vital role in the day-to-day operations of Portland Public Schools, including the management of programs and schools and the provision of professional and administrative work that support classrooms and student learning.
- B. Compensation and benefits are crucial to recruiting and retaining highly qualified and experienced licensed administrators and non-represented employees at PPS.
- C. Current labor market conditions and contract negotiations with represented bargaining units have created compression in compensation and benefits compared with unrepresented staff.
- D. PPS believes that investing in a diverse, high-quality, thriving workforce is critical to achieving our strategic goals and providing high-quality education to students.

RESOLUTION

The School Board authorizes:

- A. The Superintendent to adjust the Licensed (Certified) Administrator's salary schedule in an amount not exceeding 3.25% for fiscal year 2024.
- B. The Superintendent to adjust the Confidential, Professional, and Management (non-represented directors and below) salary schedules in an amount not to exceed 1% for fiscal year 2024.
- C. These adjustments are specific to the salary schedules identified and do not apply to Senior Leadership schedules (senior directors and above).

RESOLUTION No. 6808

The Following Index to the Minutes are offered for Adoption

- November 28, 2023 – Special Meeting

RESOLUTION No. 6809

Authorization for Off-Campus Activities

RECITAL

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

RESOLUTION

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

AUTHORIZATION FOR OFF-CAMPUS ACTIVITIES

[illegible]

RESOLUTION No. 6810**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
IDEA Language Services, Inc.	12/13/23 through 10/25/24 Option to renew for one additional one-year term through 10/25/25	Personal Services PS 94437	Translation services for Bond-funded instructional resources. Request for Proposals 2021-3003	Not to Exceed \$370,000	C. Proctor Funding Source Varies	No
Sonova USA, Inc.	12/13/23	Purchase Order PO 166698 PO 166700 PO 166702 PO 166705	Assisted listening devices and related equipment for hearing impaired students. Sole Source - PPS-47-0275	\$315,685	D. Jung Fund 458 Dept. 5511 Project 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

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Portland State University	11/28/23 through 6/30/24	Intergovernmental Agreement IGA 94431	Participation in the Racial Equity Centered Pipeline Initiative. Year 3 goals include clinical coaching, equity audit, affinity space support, and faculty collaboration	\$585,315	C. Proctor Fund 299 Dept. 5449 Grant S0455

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business
Canby School District	12/13/23 through 10/31/25	Intergovernmental Agreement IGA 89876 Amendment 2	Transportation services for qualifying students who attend a Canby school but temporarily reside within the PPS boundary, as required by federal law. This amendment adds funds to the contract.	\$75,000 \$153,000	D. Jung Fund 101 Dept. 5560	N/A - Intergovernmental
City of Portland	12/13/23 through 6/30/24	Intergovernmental Agreement IGA 86852 Amendment 5	City of Portland administers the District's Construction Workforce Equity Program. This amendment extends services for one additional year.	\$62,545 \$341,942	D. Jung Fund 456 Dept. 5511 Project DF120	N/A - Intergovernmental

New encumbered contracts: \$901,000

On-call, potential spend contracts: \$370,000

Amendments: \$137,545

RESOLUTION No. 6811**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	7/1/23 through 6/30/24	Intergovernmental Agreement / Revenue IGA/R 94417	2023-24 Funding for Head Start.	\$7,335,704	C. Proctor Fund 205 Dept. 6303 Grant G2289
State of Oregon	7/1/23 through 6/30/24	Intergovernmental Agreement / Revenue IGA/R 94453	2023-24 Measure 98/High School Success grant agreement.	\$12,264,032	C. Proctor Fund 205 Dept. 9999 Grant G2297

AMENDMENTS TO EXISTING REVENUE CONTRACTS

No Amendments to Existing Revenue Contracts



Index to the Minutes

(Adopted 1/23/24)

Special Meeting

January 04, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/6sySzFTSEGg?si=blAnvccVNq5oHzRY>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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RESOLUTIONS

<u>No.</u>	<u>Resolution Title</u>	<u>Page</u>
6826	Approval of the Appointment of Sandy Husk as Interim Superintendent, transition effective starting February 12, 2023	268

Agenda

<i>Time Started</i>	<i>Agenda Title</i>
---------------------	---------------------

5:35 pm	Appointment of an Interim Superintendent with transition effective starting February 12, 2024
5:58 pm	Adjourned

Action Items

- **Resolution 6826 - Approval of the Appointment of Sandy Husk as Interim Superintendent, transition effective starting February 12, 2023**

Chair Hollands moved and Director Scott seconded the motion to approve Resolution 6826. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: NA

RESOLUTION No 6826

Approval of the Appointment of Sandy Husk as Interim Superintendent, transition effective starting February 12, 2023

Recitals

- A. Given that Superintendent Guadalupe Guerrero announced his resignation as Superintendent effective February 16, 2024, the Board indicated it would hire an interim superintendent until a permanent superintendent is hired.
- B. At a December 19, 2023 meeting, the Portland Public Schools Board of Education defined the desired characteristics for the Interim Superintendent. They were:
 - 1. Track record as an effective district leader
 - 2. Track record of supporting equitable educational systems
 - 3. Experience as a superintendent
 - 4. Oregon school district experience
 - 5. Mid- to large-size school district experience or other large system experience
 - 6. Understands that the job is to keep Portland Public Schools moving forward versus disrupting/changing course
 - 7. Not a candidate for the permanent position
 - 8. Availability from mid-February through June 30, 2024
- C. Portland Public Schools policy 1.50.10-P Superintendent states, "it is the policy of the Board to delegate to the superintendent the full responsibility and responsibilities of the:
 - 1. Chief Administrative Officer
 - 2. Chief School Administrator
 - 3. Chief Executive Administrator
 - 4. Education Leader for the Portland Public Schools
 - 5. Custodian of School Funds, and
 - 6. School Clerk"
- D. There are open positions and hiring may need to occur at PPS for senior positions at the Chief level and higher during the tenure of an Interim Superintendent.

Resolution

- 1. The Board of Education for Portland Public Schools finds that Dr. Sandy Husk meets the criteria defined by the Board for the Interim Superintendent position, including 18 years as a superintendent, 7.5 years of which were as a superintendent of a large Oregon school district with a focus on improving student achievement for students of color. Dr. Husk also has served as the chief executive officer of the AVID Center, a national non-profit organization working in approximately 7,500 school districts and with about 2.5 million students impacted annually. Dr. Husk also has a Doctorate of Education from the University of Colorado in Denver.
- 2. The Board of Education hereby approves the appointment of Dr. Husk as the Interim Superintendent, with the transition beginning February 12, 2024, with the terms contained in the January 4, 2024 offer letter.
- 3. The Board authorizes the Interim Superintendent, in their discretion, to hire for senior positions at the Chief level and higher as long as the terms of employment for the specific position are approved by the Board of Education before a candidate is hired.



Index to the Minutes

(Adopted 1/23/24)

Regular Meeting

January 09, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/ZnxifYPDhl4?si=6RhcdYVyslse7rpt>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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RESOLUTIONS

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Agenda

<i>Time Started</i>	<i>Agenda Title</i>
6:02 pm	Opening
6:03 pm	Franklin High School Jazz Quartet
6:12 pm	Board Leadership - Resolutions 6824 and 6825
6:15 pm	Student Representative's Report
6:19 pm	Student Comment
6:29 pm	Dual Language Immersion (DLI) Residencies Trips
7:10 pm	Annual Comprehensive Financial Report (ACFR) - Resolution 6812
7:22 pm	Amendment No. 1 to the Fiscal Year 2023-24 Budget for School District No. 1J, Multnomah County, Oregon - Resolution 6813
7:24 pm	Second Reading of Policy Rescissions and Revisions- Resolutions 6814-6817
7:31 pm	Public Comment
7:42 pm	Board Committee Conference Reports and Superintendent Search Update
7:46 pm	Implementation of Math Curriculum Update
9:22 pm	Integrated Grant Application
9:30 pm	2024-2025 Calendar Discussion
9:34 pm	Southeast Guiding Coalition Update
9:50 pm	First Reading of Policies
9:53 pm	Consent Agenda - Resolutions 6818-6823
9:59 pm	Comments from Union Partners
10:23 pm	Adjourn

Student and Public CommentGeneral Student Comment

- Sarah Faik
- Frankie Kassell

General Public Comment

- Yasmin Correa
- Dean Williams

Action Items

- **Consent Agenda – Resolutions 6818 through 6823**

Director Scott moved and Director DePass seconded the motion to approve the Consent Agenda, including Resolutions Number through Number. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Second Reading of Policy Rescissions and Revisions – Resolutions 6814-6817**

Director Scott moved and Director Sullivan seconded the motion to approve Resolution Numbers 6814 through 6817. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6812 - Acceptance of the Annual Comprehensive Financial Report, Reports to Management and the Report on Requirements for Federal Awards**

Director Scott moved and Director Brim-Edwards seconded the motion to approve Resolution 6812. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6813 - Amendment No. 1 to the Fiscal Year 2023-24 Budget for School District No. 1J, Multnomah County, Oregon**

Director Brim-Edwards moved and Director Scott seconded the motion to approve Resolution 6813. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6824 - Election of Board Chairperson**

Director DePass moved and Director Brim-Edwards seconded the motion to approve Resolution 6824. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6825 - Election of Board Vice-Chairperson**

Director Brim-Edwards moved and Director Scott seconded the motion to approve Resolution 6825. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

RESOLUTION No. 6812

Acceptance of the Annual Comprehensive Financial Report, Reports to Management and the Report on Requirements for Federal Awards

RECITALS

- A. The Board of Education is committed to accountability for how Portland Public Schools spends its tax dollars and other resources, and recognizes that transparency, accuracy, and timeliness in financial reporting are important components of financial accountability.
- B. The District Auditor, Talbot, Korvola & Warwick, LLP, has completed their independent audit of the financial reporting for the year ended June 30, 2023, and provides assurance that the District's accounting and reporting are in compliance with generally accepted accounting principles.

RESOLUTION

The Board of Education accepts the Annual Comprehensive Financial Report, Reports to Management, and Report on Requirements for Federal Awards of School District No. 1J, Multnomah County, Oregon for the fiscal year ended June 30, 2023, and authorizes the reports to be distributed to required state and federal agencies and filed for future reference.

RESOLUTION NO. 6813

Amendment No. 1 to the Fiscal Year 2023-24 Budget for
School District No. 1J, Multnomah County, Oregon

RECITALS

- A. On June 13, 2023, the Board of Education ("Board"), by way of Resolution No. 6718, voted to adopt an annual budget for the Fiscal Year 2023-24 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 No. 1 amends the budget to align with current projections. Budget changes are summarized in Attachment A and include the following major components:
 - i. \$15,152,000 - General Fund (Fund 100)
 - 1. Increase the beginning fund balance to reflect 2022-23 unaudited actuals
 - 2. Increase resources in Local Property Tax, Other Local Sources, State Sources, Federal Sources
 - 3. Decrease resources in Local Option Taxes and County and Intermediate Sources
 - 4. Increase requirements in Instruction and Support Services, including temporary rate increase for substitute educators December 18-22
 - ii. \$8,744,000 - Special Revenue Fund (Fund 200)
 - 1. Adjust resources in the Student Investment Account and Integrated Grant and Early Literacy Grant
 - 2. Increase requirements in Instruction, Support Services, Enterprise and Community Services, and Contingency
 - iii. \$37,083,000 - Capital Projects Fund (Fund 400)
 - 1. Increase resources in Beginning Fund Balance and State Sources to reflect 2022-23 unaudited actuals
 - 2. Decrease resources in Other Revenue from Local Sources and Bond Proceeds & Premiums (bond proceeds were included in 2022-23)
 - 3. Increase requirements in Facilities Acquisition and Construction to reflect actual funds available
 - iv. \$0 - Internal Service Fund (Fund 600)
 - 1. Decrease requirements in Contingency \$1,000,000 and increase requirements in Support Services \$1,000,000 to true up to actual spend
- E. This resolution is to enable the Board to approve Amendment No. 1 to the annual budget for Fiscal Year 2023-24, and is allowed under ORS 294.471(a) (b) (c) (d) & (h), which states that the budget may be amended at a regular meeting of the governing body; and
- F. The Superintendent recommends approval of this resolution.

RESOLUTION

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, 2023.

RESOLUTION No. 6814

Resolution to Rescind Board Policy

Rescission of:

- i. 0.10.010-P Strategic Plan

RECITALS

- A. On October 11, 2023, the Board of Education's Policy Committee reviewed and considered the necessity and relevance of:
 - i. 0.10.010-P Strategic Plan
- B. On November 28, 2023, the Board presented the first reading of the policy 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 the following policy:

- i. 0.10.010-P Strategic Plan

and instructs the Superintendent to rescind and/or revise any administrative directives that are no longer accurate or relevant as a result of rescinding these policies.

RESOLUTION No. 6815

Resolution to Adopt Revised Policy District Performance Auditing 1.60.040-P

RECITALS

- A. On November 30 2023, the Board Policy Committee reviewed and considered the proposed revisions of the District Performance Auditing 1.60.040-P policy.
- B. On December 12, 2023, the Board presented the first reading of the revised District Performance Auditing policy.
- C. District Performance Auditing 1.60.040-P that was first read on December 13, 2023, has since been corrected to reflect a technical amendment to comply with Board Policy 1.20.014-P Board Committees, attached hereto as Exhibit A.
- D. 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 District Performance Auditing 1.60.040-P policy with the technical amendment to conform to Board Policy 1.20.014-P and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.

RESOLUTION No. 6816

Resolution to Adopt Revised Policy Student Enrollment and Transfers 4.10.051-P

RECITALS

- A. On November 30 2023, the Board Policy Committee reviewed and considered the proposed revisions of the Student Enrollment and Transfers 4.10.051-P policy.
- B. On December 12, 2023, the Board presented the first reading of the revised Student Enrollment and Transfers policy.
- C. Pursuant to District policy, the public comment was open for at least 21 days, and there was public comment received during the comment period.

RESOLUTION

- 1. The Board hereby adopts the revised Student Enrollment and Transfers 4.10.051-P policy and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.

RESOLUTION No. 6817

Resolution to Adopt New Policy Religious and Cultural Observances x.xx.xxx-P

RECITALS

- A. On September 18, October 11, and November 30 2023, the Board Policy Committee reviewed and considered the proposed new Religious and Cultural Observances x.xx.xxx-P policy.
- B. On December 12, 2023, the Board presented the first reading of the new Religious and Cultural Observances 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

- 1. The Board hereby adopts the new Religious and Cultural Observances x.xx.xxx-P policy and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.

RESOLUTION No. 6818

The Following Index to the Minutes are offered for Adoption

- 12/12/23 – Regular Meeting

RESOLUTION No. 6819**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
IRS Environmental of Portland, Inc.	1/10/24 through 1/9/26 Option to renew for up to five additional one-year terms through 1/9/31	Services S 94390	On-call hazardous abatement services. Request for Proposals 2023-004	Not to Exceed \$3,000,000	D. Jung Funding Source Varies	No
Northstar CG, LP	1/10/24 through 1/9/26 Option to renew for up to five additional one-year terms through 1/9/31	Services S 94391	On-call hazardous abatement services. Request for Proposals 2023-004	Not to Exceed \$3,000,000	D. Jung Funding Source Varies	No
Performance Abatement Services, Inc.	1/10/24 through 1/9/26 Option to renew for up to five additional one-year terms through 1/9/31	Services S 94430	On-call hazardous abatement services. Request for Proposals 2023-004	Not to Exceed \$3,000,000	D. Jung Funding Source Varies	No
Professional Minority Group	1/10/24 through 1/9/26 Option to renew for up to five additional one-year terms through 1/9/31	Services S 94433	On-call hazardous abatement services. Request for Proposals 2023-004	Not to Exceed \$3,000,000	D. Jung Funding Source Varies	MBE, WBE
Pacific Northwest Environmental, LLC	1/10/24 through 1/9/26 Option to renew for up to five additional one-year terms through 1/9/31	Services S 94434	On-call hazardous abatement services. Request for Proposals 2023-004	Not to Exceed \$3,000,000	D. Jung Funding Source Varies	WBE
Rose City Contracting, Inc.	1/10/24 through 1/9/26 Option to renew for up to five additional one-year terms through 1/9/31	Services S 94436	On-call hazardous abatement services. Request for Proposals 2023-004	Not to Exceed \$3,000,000	D. Jung 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

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business

New encumbered contracts: \$0

On-call, potential spend contracts: \$18,000,000

Amendments: \$0

RESOLUTION No. 6820**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	7/1/23 through 6/30/25	Intergovernmental Agreement / Revenue IGA/R 94506	Funding for reengagement services.	\$250,000	C. Proctor Fund 205 Dept. 5485 Grant G2563

AMENDMENTS TO EXISTING REVENUE CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
State of Oregon	7/1/23 through 6/30/25	Intergovernmental Agreement / Revenue IGA/R 94417 Amendment 1	State funding for Head Start. Amendment adds FY24-25 funding.	\$8,157,302 \$16,314,605	C. Proctor Fund 205 Dept. 6303 Grant G2289

[illegible]

RESOLUTION No. 6822

Appointment of Custodial Civil Service Board Member

RECITALS

- A. The Portland Custodial Civil Service Board was established in 1937 following the passage of the Custodian Civil Service Bill (SB 260) by the Oregon Legislature.
- B. The Custodial Civil Service Board is an independent entity created under this law and is responsible for the oversight of the application and administration of the Custodial Civil Service Law (ORS 242.310 to 242.640 and ORS 242.990) in the Portland Public School District.
- C. Board Commissioners are appointed by the PPS Board of Education for a term of two, four or six years.
- D. There is a vacancy on the Custodial Civil Service Board.
- E. Paul Hathaway has been nominated to serve in Position 3 of the Custodial Civil Service Board for a term of six years.
- F. Paul Hathaway is an Oregon attorney who has been practicing for 5 years. He graduated from Lewis and Clark Law School in 2018 and began his career doing Social Security Disability work. For the last four years Mr. Hathaway has done insurance defense work in the construction defect realm, representing local and multi-state contractors in litigation matters and has a passion for labor and employment issues. Mr. Hathaway is a member of the Multnomah Bar Association's Professionalism Committee as well as recently joining the Oregon Association of Defense Counsel's leadership team for the Construction Practice Group as the publications liaison. A lifelong Oregon resident, Mr. Hathaway graduated from Hillsboro High School and has been a resident of Multnomah County since 2018.

RESOLUTION

- 1. Paul Hathaway is appointed to the Custodial Civil Service Board with an expiration date of January 9, 2030.

RESOLUTION No. 6823

Appointment of Community Budget Review Committee Student Representative Members

RECITALS

- A. The mission of the Community Budget Review Committee (CBRC) is to review, evaluate, and make recommendations to the Board of Education (Board) regarding the Superintendent's Proposed Budget and other budgetary issues identified by the CBRC or the Board. The CBRC receives its charge from the Board.
- B. On November 5, 2019, the voters of the Portland Public School (PPS) District passed a renewal Local Option Levy, Measure 26-207, which became effective in 2020, which mandated independent community oversight to ensure tax dollars are used for purposes approved by local voters, and the CBRC serves that function for PPS.
- C. The CBRC is composed of eight to twelve volunteer members. The Board appoints members to three-year terms with one or two student members appointed to one-year terms.
- D. The Board recognizes that District employees and community members bring specialized knowledge and expertise to the CBRC and budgetary review process. The Board instructs all CBRC members to employ discretion, avoid conflicts of interest or appearance of impropriety, and exercise care in performing their duties.
- E. In fall 2023, there was an open recruitment for three three-year terms and two one-year student representative terms. Three CBRC members were appointed by the Board to three-year terms on November 7, 2023. During this recruitment, no student applications were received.
- F. The application for student representatives remained open through November 30, 2023. Six students applied to join CBRC during the extended recruitment. All six students were interviewed.
- G. The CBRC Selection Committee members were: CBRC members Roger Kirchner and Tasz Ferguson, Alexandra Martin, Finance Program Manager, and Board Director Patte Sullivan.
- H. After the interview phase, the panel decided to advance two top-scoring students. The CBRC Selection Committee recommends the Board appoint: Mohammed (Mo) Damtew and Luke Susswood.

RESOLUTION

- 1. The Portland Public Schools Board of Education hereby appoints Mohammed (Mo) Damtew and Luke Susswood as student representative members of the Community Budget Review Committee for one-year terms through June 30, 2024.

January 09, 2024

RESOLUTION No. 6824

Election of Board Chairperson

Director Gary Hollands is hereby elected Chairperson of the Board for the period beginning January 9, 2024, until his successor is elected.

January 09, 2024

RESOLUTION No. 6825

Election of Board Vice-Chairperson

Director Herman Greene is hereby elected Vice-Chairperson of the Board for the period beginning January 9, 2024, until his successor is elected.



Index to the Minutes

(Adopted 2/6/24)

Special Meeting

January 16, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/jFWUwfT5lac?si=dOl6cvjZnMY2q8D>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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Agenda

<i>Time Started</i>	<i>Agenda Title</i>
5:02 pm	Consent Agenda
5:08 pm	Superintendent Search Update
5:20 pm	Adjourned

Action Items

- **Consent Agenda – Resolution 6827**

Director Greene moved and Director Sullivan seconded the motion to approve the Consent Agenda, including Resolution 6827. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

Resolution No. 6827

Authorizing Limited-Term Employment for Incoming Interim Superintendent

The Board of Education recognizes that, to facilitate her effective transition to interim superintendent on February 12, 2024, Dr. Sandy Husk will spend time meaningfully preparing for the brief transition with Superintendent Guerrero and for her tenure as interim superintendent. The Board hereby authorizes the District to offer limited-term employment to Dr. Husk for up to 49 hours before February 11, 2024, at an hourly rate equivalent to her interim superintendent salary.



Index to the Minutes

(Adopted 2/6/24)

Special Meeting and Work Session

January 23, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/HyRMM81cm6o?si=plPCfSe2zBW2k6u7>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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6831	Resolution to Approve the Student Investment Account Grant Agreement.....	295

Agenda

Time Started Agenda Title

6:10 pm	Update on School Closures
6:33 pm	Consent Agenda - Resolutions 6828 - 6830
6:34 pm	Resolution to Approve the Student Investment Account Grant Agreement
6:36 pm	Early Literacy Grant Agreement Presentation
7:19 pm	Jefferson Modernization Update
7:34 pm	Presentation of a Proposal by Albina Vision Trust
8:49 pm	Break
9:04 pm	Legislative Agenda
9:27 pm	Bond Planning
10:38 pm	Adjourn

Student and Public Comment

None

Action Items

- **Consent Agenda – Resolutions 6828 through 6830**

Director Brim-Edwards moved and Director DePass seconded the motion to approve the Consent Agenda, including Resolutions 6828 through 6830. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6831 - Resolution to Approve the Student Investment Account Grant Agreement**

Director Greene moved and Director Brim-Edwards seconded the motion to approve Resolution Number 6831. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

RESOLUTION No. 6828

Adoption of the Index to the Minutes

The Following Index to the Minutes are offered for Adoption:

- January 04, 2024 – Special Meeting
- January 09, 2024 – Regular Meeting

RESOLUTION No. 6829**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
Walter E Nelson Company	2/1/24 through 1/31/25 Option to renew for up to four additional one-year terms through 1/31/29	Materials Requirement MR 94570	Provide District with disposable products on an as-needed basis. Request for Proposals 2023-048	Original Term: \$550,000 Total through all renewals: \$2,750,000	D. Jung Fund 202 Dept. 5570	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

N/A

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

N/A

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business
PBS Engineering & Environmental, Inc.	1/24/24 through 12/31/25	Cooperative Contract COA 91023 Amendment 2	Funding for an additional year of project management/construction management for district-wide environmental health and safety projects.	\$278,400 \$1,551,400	D. Jung Funding Source Varies	No
Myonghoon Leigh	1/24/24 through 4/30/24	Personal Services PS 93710 Amendment 1	Deputy Superintendent of Business and Operations services. This amendment extends the contract and adds funds to contract.	\$75,000 \$220,000	S. Reese Fund 101 Dept. 5461	No

New encumbered contracts: \$0

On-call, potential spend contracts: \$2,750,000

Amendments: \$353,400

[illegible]

RESOLUTION No. 6831

Resolution to Approve the Student Investment Account Grant Agreement

RECITALS

- A. The Student Success Act requires that the Student Investment Account (SIA) Grant Agreement be presented to the Portland Public Schools Board of Education for approval with the opportunity for the public to provide comments.
- B. On January 9, 2023, the Portland Public Schools Board of Education reviewed the Student Investment Account (SIA) Grant Agreement in a public board meeting including the longitudinal performance growth targets.

RESOLVED

Following posting on the PPS website and the oral presentation and opportunity for public comment at a public meeting, the Board of Education approves the Student Investment Account Grant Agreement.



Index to the Minutes

(Adopted 2/20/24)

Special Meeting

January 30, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/xUQ3Pq8Adbc?si=tISf5zoNPRDy6xb5>

*This meeting was held virtually and streamed live at:
<https://www.youtube.com/@ppsboardofeducation/live>*

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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6832	Resolution to Negotiate a Contract with Human Capital Enterprises to Act as the Superintendent Search Firm	298

Agenda

<i>Time Started</i>	<i>Agenda Title</i>
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5:05 pm	Resolution to Negotiate a Contract with Human Capital Enterprises to Act as the Superintendent Search Firm (Resolution 6832)
5:21 pm	Adjourned

Action Items

- **Resolution 6832 - Resolution to Negotiate a Contract with Human Capital Enterprises to Act as the Superintendent Search Firm**

Director Brim-Edwards moved and Director DePass seconded the motion to approve Resolution 6832. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

RESOLUTION No. 6832

Resolution to Negotiate a Contract with Human Capital Enterprises to Act as the Superintendent Search Firm

RECITALS

- A. The Board of Education issued an Informal Request for Proposals for a Superintendent Search firm and received eight proposals.
- B. On January 24, 2024, the Board held a public meeting in which the top three ranked firms made presentations and were interviewed by the Board of Education.

RESOLUTION

The Portland Public Schools Board of Education directs staff to negotiate a contract with Human Capital Enterprises to act as the search firm for the Superintendent position.



Index to the Minutes

(Adopted 2/20/24)

Regular Meeting

February 06, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at https://youtu.be/_8tFnX8bcP0?si=ai2Kc2ja-n72Wnbq

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: Vice-Chair Herman Greene

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Agenda

<i>Time Started</i>	<i>Agenda Title</i>
6:01 pm	Head Start Visual Arts
6:06 pm	Black History Month (Resolution 6833)
6:12 pm	Update on Superintendent Search
6:13 pm	Superintendent's Report
6:18 pm	Recess
6:38 pm	Superintendent's Report (Continued)
6:54 pm	Student Representative's Report
7:02 pm	Student Comment
7:12 pm	2023-2026 Agreement between Service Employees International Union and School District No. 1J, Multnomah County, Oregon (Resolution 6841)
7:21 pm	Early Literacy Grant Application (Resolution 6836)
7:28 pm	2024 Portland Public Schools Legislative Agenda (Resolution 6844)
7:39 pm	Resolution to Adopt Ethics and Conflict of Interest Policy x.xx.xxx-P (Resolution 6834)
7:43 pm	Adoption of revised Public Contracting Rules (Resolution 6835)
7:46 pm	Public Comment
8:00 pm	Levy Referral Discussion
8:27 pm	Implementation of Reading Curriculum
9:37 pm	Consent Agenda: Resolutions 6837 through 6840 and 6843
9:39 pm	Comments from our Union Partners
9:41 pm	Adjourn

Student and Public Comment

General Student Comment

- Jennifer Chavez
- Shani Ross

General Public Comment

- Devon Ghani
- Bryan Dykman
- BeUtee As-Salaam

Action Items

• Resolution 6833 - Proclamation and Recognition of February as Black History Month

Director Brim-Edwards moved and Director Wang seconded the motion to approve Resolution 6833. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Absent, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

• Resolution 6834

Tabled

Action Items (continued)

- **Resolution 6835 - Amending the District's Public Contracting Rules to Address Statutory and Administrative Rule Changes and Amending Special Class Procurements**

Director Scott moved and Director Sullivan seconded the motion to approve Resolution 6835. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Absent, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6836 - Resolution to approve Portland Public Schools' application for the 2023-25 Jumpstart Biennium of the Oregon Department of Education's Early Literacy Success School District Grant**

Director Brim-Edwards moved and Director Scott seconded the motion to approve Resolution 6836. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Absent, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Consent Agenda – Resolutions 6837 through 6840 and 6843**

Director Scott moved and Director Brim-Edwards seconded the motion to approve Resolutions 6837 through 6840 and 6843. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Absent, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6842**

Withdrawn

- **Resolution 6841 – 2023-2026 Agreement between Service Employees International Union and School District No. 1J, Multnomah County, Oregon**

Director DePass moved and Director Brim-Edwards seconded the motion to approve Resolution 6841. The motion was put to a voice vote and passed (5 yes – 1 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Absent, Director Gary Hollands: No, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6844 - 2024 Portland Public Schools Legislative Agenda**

Director Scott moved and Director Brim-Edwards seconded the motion to approve Resolution Number 6844. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Absent, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

RESOLUTION No. 6833

Proclamation and Recognition of February as Black History Month

RECITALS

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

RESOLVED

The Board of Education of the Portland Public Schools hereby recognizes the month of February 2024 as Black History Month and encourages all educators to commemorate this occasion with appropriate ceremonies, instructional activities, and programs. The struggles and achievements of Black people and their role in America's history profoundly influences and enriches the culture of the United States. Portland Public Schools acknowledges these contributions and reaffirms its ongoing commitment to building awareness and an inclusive society.

February 06, 2024

RESOLUTION No. 6834

Tabled

RESOLUTION No. 6835

Amending the District's Public Contracting Rules to Address Statutory and Administrative Rule Changes
and Amending Special Class Procurements

RECITALS

- A. The Board of Directors of School District No. 1J, Multnomah County, Oregon ("District") acts as the Local Public Contract Review Board ("Board") pursuant to ORS 279A.060.
- B. ORS 279A.065 empowers public contracting agencies to adopt rules of procedure for public contracts, and the District has adopted such rules ("2019 Rules").
- C. ORS 279A.065(5)(b) requires a local contracting agency to review its rules for revision each time the Attorney General modifies the Model Rules for Public Contracts. The Attorney General updated the Model Rules in 2021 and 2023 in light of amendments to the Public Contracting Code in the 2021 and 2023 legislature sessions.
- D. ORS 279B.085 authorizes the Board to declare certain public contracts or classes of contracts for goods and services as special procurements exempt from the competitive procurement process otherwise required by ORS Chapter 279B, upon certain findings.
- E. The Board deems it necessary and advisable to adopt updated rules ("2024 Rules") to address these statutory and rule changes, to improve the format and usability of the District's rules, and to provide for greater public transparency in regard to the District's procurement procedures.

RESOLUTION

- 1. The Board hereby adopts the 2024 Rules attached hereto as Exhibit A as the District's Public Contracting Rules.
- 2. The Board adopts the class special procurements enacted in the 2024 Rules set forth in Exhibit A, based on the findings in the attached Exhibit B.
- 3. The District's 2024 Rules supersede and replace the District's 2019 Rules for procurements advertised or first solicited on or after the effective date of this Resolution. Procurements advertised or first solicited prior to the effective date of this Resolution shall continue to be processed under the 2019 Rules.

RESOLUTION No. 6836

Resolution to approve Portland Public Schools' application for the 2023-25 Jumpstart Biennium of the Oregon Department of Education's Early Literacy Success School District Grant

RECITALS

- A. The Early Literacy Success School District Grants are a new funding opportunity from the Oregon Department of Education (provided by HB 3198 (2023)). These are non-competitive, two-year grants-in-aid available to Oregon school districts to support comprehensive early literacy plans that are research-based, culturally responsive, and in alignment with our state Early Literacy Framework.
- B. The Oregon Department of Education requires the Board of Education to approve the application and submit the minutes to complete our district application process by February 28, 2024.
- C. The Board of Education reviewed the Early Literacy Grant Application on January 23, 2024 at an open meeting with the opportunity to provide public comment.

RESOLUTION

The Board of Education hereby approves Portland Public Schools' application for the 2023-25 Jumpstart Biennium of the Oregon Department of Education's Early Literacy Success School District Grants.

RESOLUTION No. 6837

Adoption of the Index to the Minutes

The Following Index to the Minutes are offered for Adoption:

- January 16, 2024 – Special Meeting
- January 23, 2024 – Special Meeting and Work Session

RESOLUTION No. 6838**Expenditure Contracts that Exceed \$150,000 for Delegation of Authority****RECITAL**

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

RESOLUTION

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

NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source	Certified Business
Hydro-Temp Mechanical, Inc.	2/7/24 through 8/30/24	Construction C 94535	Drinking water fixture replacement at PESC. Invitation to Bid – Construction 2023-046	\$147,300	D. Jung Fund 456 Dept. 5511 Project DS008	No
McKinstry Co.	4/1/24 through 4/2/27 Option to renew for up to one two-year term through 4/2/29	Services S 94568	Annual replacement of drinking fixture filters districtwide. Request for Proposals 2023-044	\$850,000	D. Jung Fund 101 Dept. 5592	No

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

NEW COOPERATIVE PURCHASING AGREEMENTS

Contractor	Contract Term, Renewal Options	Administering Contracting Agency	Description of Goods or Services	Estimated Spend During Contract Term	Responsible Administrator, Funding Source	Certified Business
Active Internet Technologies, LLC	7/1/24 through 6/30/26 Option to renew for up to three additional one-year terms through 6/30/29	Texas Region 7 ESC COA 94521	Purchase of the District’s website subscription, software, and support services.	\$755,000	D. Wolff Funding Source Varies	No

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)**AMENDMENTS TO EXISTING CONTRACTS**

New encumbered contracts: \$1,752,300

On-call, potential spend contracts: \$

Amendments: \$

RESOLUTION No. 3839**Revenue Contracts that Exceed \$150,000 Limit for Delegation of Authority****RECITAL**

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

RESOLUTION

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

NEW REVENUE CONTRACTS

No New Revenue Contracts

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

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Oregon Department of Education	2/14/24 through 9/30/24	Intergovernmental Agreement / Revenue IGA/R XXXXX*	Provides funding for K-5 sexuality education lessons and development of Ethnic Studies lessons.	\$737,070	C. Proctor Fund 205 Dept. 5470 Grant TBD

* Contract is not finalized at this time. Staff seeks advanced authorization for this contract pursuant to the Purchasing & Contracting Delegation of Authority Administrative Directive, 8.50.105-AD, Section X(4): “The District may seek an ‘advanced authorization’ from the PPS Board of Education for any contract upon the approval of the Director of Purchasing & Contracting. The cost of the contract shall be a ‘Not to Exceed’ amount. Once the Board has approved it, no further authorization for the contract is required, providing the contract value remains at or below the ‘Not to Exceed’ amount.”

AMENDMENTS TO EXISTING REVENUE CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Administrator, Funding Source
State of Oregon	7/1/23 through 6/30/24	Intergovernmental Agreement / Revenue IGA/R 93229 Amendment 1	LGBTQ2SIA+ student success programming grant for 23/24 school year.	\$103,243 \$196,247	C. Proctor
USGS Earthquake Science Center	1/1/24 through 6/15/25	Intergovernmental Agreement / Revenue IGA/R 92396	USGS will reimburse district for a portion of an employee's salary and benefits to support with lesson development and professional development related to the ShakeAlert earthquake early warning system.	\$94,000 \$170,031	C. Proctor Fund 101 Dept. 5468

RESOLUTION No. 6840

Resolution Approving 3 Capital Projects for Contracted Alternative Schools using ESSER III funds

RECITALS

- A. During the 2020-2021 budget year, each Contracted Alternative School (CBO) received an individual ESSER II allocation, which they may spend on a reimbursement basis, following all requirements set forth by PPS District and ODE.
- B. During the 2021-2022 budget year, each Contracted Alternative School (CBO) received an individual ESSER III allocation, which they may spend on a reimbursement basis, following all requirements set forth by PPS District and ODE.
- C. CBO school leaders are able to determine how to best use these ESSER II & ESSER III funds, based on feedback from their Boards of Directors and other key stakeholders.
- D. CBO Schools are eligible for reimbursement using ESSER II and/or ESSER III funds as long as expended funds align with allowable uses for each grant and are pre-approved by PPS leadership and meet ODE requirements for approval.
- E. PPS has processes in place to ensure that CBO schools follow each grants allowable uses and guidelines as well as ensure that state and federal requirements are met.
- F. Based on an October 2021 ODE Memo & Update, all capital expenditures over \$25,000 are now required to be approved by each district's school board for approval.
- G. We are requesting that the PPS Board approve 3 capital improvement projects that exceed the \$25,000 threshold, all of which have already been submitted to ODE. (ODE Project Tags: 2180-03, 2180-04, 2180-05 & 2180-09)

RESOLUTIONS

- 1. The Board of Education for Portland Public Schools has determined that the following Capital Expenditure projects for Helensview School and Rosemary Anderson High School are approved and eligible for reimbursement, using ESSER III Funds. ODE Project Tags:
 - a. 2180-14: Helensview School: Oregon Valley Greenhouse
 - b. 2180-15: Helensview School: Wireless Radio Communication devices
 - c. 2180-12: Rosemary Anderson High School: RAHS North Campus Improvement
- 2. Each of the above mentioned projects meets the eligibility for ESSER II and/or ESSER III funds and our district has followed the ODE rules regarding the process for capital projects exceeding \$25,000.
- 3. The Board of Education for Portland Public Schools directs PPS staff to work with CBO leadership to support these capital projects which will help to ensure the continued physical and mental safety of students.

RESOLUTION No. 6841

2023-2026 Agreement between Service Employees International Union and
School District No. 1J, Multnomah County, Oregon

RECITALS

The Collective Bargaining Agreement between Portland Public Schools and the Service Employees International Union (SEIU) expired on June 30, 2023.

RESOLUTION

The Superintendent is authorized and directed to execute the 2023-2026 Collective Bargaining Agreement between the Service Employees International Union (SEIU), representing nutritional services and facilities, and School District No. 1J, Multnomah County, Oregon, as provided to the Board of Education and filed in the record of this meeting.

February 06, 2024

RESOLUTION No. 6842

Withdrawn

RESOLUTION No. 6843Authorization for Off-Campus Activities**RECITAL**

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

RESOLUTION

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

AUTHORIZATION FOR OFF-CAMPUS ACTIVITIES

Date(s)	School, Course, and Number of Students	Purpose of Travel	Travel Destination	Estimated Cost	Equitable Field Trip Fund; %
2/10-2/18/24	Roosevelt HS Japanese class, 13	Visit educational & research institutions, hear lectures on diplomatic relations, workshops.	Japan	\$0 – paid for by Kakehashi Project	N/A
2/15-2/18/24	Lincoln HS Band, 70	Collegiate-level instruction, attend professional concert, etc	Los Angeles, CA	\$1600	N/A
2/15-2/18/24	Lincoln HS Choir, 75	Collegiate-level instruction, attend professional concert, etc	Los Angeles, CA	\$1600	N/A
3/22-4/3/24	Cleveland HS Mandarin, 22	Practice Mandarin skills, experience culture	Taiwan	\$537.50	N/A
3/25-3/30/24	Grant HS Baseball, 23	Baseball tournament	Phoenix, AZ	\$1500	N/A

RESOLUTION No. 6844

2024 Portland Public Schools Legislative Agenda

RECITALS

- A. The Oregon Legislature will convene for the 2024 Legislative Session from February 5, 2024 - March 10, 2024.
- B. The Portland Public Schools Board recognizes that political and legislative advocacy is essential for the District's ability to affect education public policy in the state of Oregon.
- C. The Portland Public Schools Legislative Agenda is aligned with the 2023-25 PPS budget, the District's mission and strategic plan, and the Board goals to eliminate student gaps in opportunities and outcomes.
- D. Portland Public Schools will advocate for funding to mitigate PPS budget cuts, to support summer learning programs statewide, to invest in the Prophet Center relocation, to support Regional Inclusive Services and Early Intervention/Early Childhood Special Education (EI/ECSE) programs, to strengthen Special Education services, to expand the youth Behavioral workforce, to build up climate resilient education infrastructure, and to scale up academic and enrichment programming statewide.
- E. The District will support the creation of a Youth Collaborative at the Oregon Department of Education that carves out space for youth voices in statewide decisions and policymaking.
- F. The District will support legislation to expand the Community Eligibility Program statewide.
- G. The Legislative Agenda was developed through consultation with district staff, board members, and other state-wide associations and partners.
- H. The Board of Education recognizes the need for the Legislature to urgently address Oregon's education funding challenges. The Legislature must revise the methodology used to calculate school districts' costs, respond to students' greater mental health and social emotional needs, fund the Quality Education Model, and take steps to improve student outcomes, specifically to reduce the unacceptable opportunity gaps between white students and underserved students of color. The Board will be advocating for additional education funding and ultimately transforming the statewide education funding system.

RESOLUTION

- 1. The Board adopts the 2024 Legislative Agenda as the formal position of the Board of Education for the 2024 Regular Legislative Session.



Index to the Minutes

(Adopted 7/9/24)

Special Meeting and Budget Works Session

February 20, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at https://youtu.be/vlO5r9wxzfk?si=wSe5X_gWpPZE-POQ

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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

Agenda

<i>Time Started</i>	<i>Agenda Title</i>
6:07 pm	Opening
6:14 pm	Portland Federation of School Professionals and School District No. 1J, Multnomah County, Oregon, Ratification of the Collective Bargaining Agreement 2023 - 2026 (Resolution 6860)
6:22 pm	Resolution Authorizing Portland Public Schools to Prepare for the Sale of the Dr. Matthew Prophet Education Center (Resolution 6861)
6:44 pm	Adoption of the 2024-2025 School Calendar (Resolution 6858)
6:52 pm	Referral of Levy (Resolution 6859)
6:57 pm	Consent Agenda (Resolution 6834 and 6846 through 6857)
7:07 pm	Dismissal of a Contract Educator (Resolution 6845)
7:10 pm	School Board Budget Work Session
8:10 pm	Adjourn

Student and Public Comment

Resolution Authorizing Portland Public Schools to Prepare for the Sale of the Dr. Matthew Prophet Education Center (Resolution 6861)

- Adam Maurer
- Michael Alexander

Consent Agenda - Resolution to Authorize a Lease Agreement with Portland Parks and Recreation for Grant High School Athletic Track and Fields

- David Byelick
- Virginia LaForte

Action Items

• **Consent Agenda – Resolutions 6834 and 6846 through 6857**

Director Greene moved and Director Brim-Edwards seconded the motion to approve the Consent Agenda, including Resolutions 6834 and 6846 through 6857. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

• **Resolution 6845 – Dismissal of a Contract Educator**

Director Brim-Edwards moved and Director Greene seconded the motion to approve Resolution Number 6845. The motion was put to a voice vote and passed (5 yes – 2 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: No, Director Eddie Wang: No, Student Representative Silverstein: NA

Action Items (Continued)

- **Resolution 6858 - Resolution to Approve the 2024-25 School District Calendar**

Director DePass moved and Director Scott seconded the motion to approve Resolution 6858. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6859 – Call for Five-Year Local Option Levy to Support Schools**

Director Scott moved and Director DePass seconded the motion to approve Resolution 6859. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6860 - Portland Federation of School Professionals and School District No. 1J, Multnomah County, Oregon, Ratification of the Collective Bargaining Agreement 2023 - 2026**

Director Greene moved and Director DePass seconded the motion to approve Resolution 6860. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6861 A*- Resolution Authorizing PPS to Prepare for the Sale of the Dr. Matthew Prophet Education Center**

Director Greene moved and Director Wang seconded the motion to approve Resolution 6861 as amended. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

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

RESOLUTION No. 6834

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

RECITALS

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

RESOLUTION

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

RESOLUTION No. 6845

Dismissal of a Contract Educator

RECITALS

The Board has reviewed the evidence submitted along with the Superintendent's recommendation for dismissal of a contract educator.

RESOLUTION

The Board of Education affirms the Superintendent's recommendation to dismiss the contract teacher from employment with PPS. The District will notify the employee in writing of the Board's decision.

RESOLUTION No. 6846Authorization for Off-Campus Activities**RECITAL**

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

RESOLUTION

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

AUTHORIZATION FOR OFF-CAMPUS ACTIVITIES

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

RESOLUTION No. 6847

Approval of Head Start Policy Council Recommendation

RECITALS

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. The annual Self-Assessment is a central tenet of continuous quality improvement for Head Start programs. The goal of the Self-Assessment is to meet Head Start Program Performance Standards and move toward program excellence in serving children and families. The process provides programs the means to regularly assess their own management systems and program operations in order to continually strengthen the program and the services and supports delivered to children and families.

RESOLUTION

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

RESOLUTION No. 6848

Approval of Head Start Policy Council Recommendation

RECITALS

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. The Head Start Program Performance Standards provide requirements and procedures for the Annual Report. The Annual Report includes yearlong information regarding Head Start program data. It is used as a community resource and contains information from the Program Information Report (PIR). Program budget information is also shared in the annual report.

RESOLUTION

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

RESOLUTION No. 6849

Approval of Head Start Policy Council Recommendation

RECITALS

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. Portland Public Schools Policy Council recommends the approval of the revised Student Attendance Policy to align the Head Start Performance Standard § 1302.16 Attendance. Revised procedures include supporting all families in maintaining consistent attendance in the Head Start program. Consistent attendance is defined as present or participating for at least 85% of scheduled classroom days. Head Start staff help families in identifying barriers to consistent attendance, and initiate support as appropriate.

RESOLUTION

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

RESOLUTION No. 6850

Approval of Head Start Policy Council Recommendation

RECITALS

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. Portland Public Schools Policy Council recommends the approval of the revised Sick Policy & Procedures to align the Head Start Program Performance § 1302.47(b)(7)(iii) – Safety Practices with Oregon Department of Education, Oregon Early Learning Division, and Multnomah County Public Health Department illness exclusion guidance. Revised procedures include updated rationale and procedural instructions promote a healthy environment for children and follow state and local communicable disease exclusion guidelines.

RESOLUTION

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

RESOLUTION No. 6851

Approval of Head Start Policy Council Recommendation

RECITALS

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. Portland Public Schools Policy Council recommends the approval of the revised Mealtime Policy & Procedures to align the Head Start Performance Standard §1302.44 – Child nutrition. Revised procedures include updated rationale and procedural instructions to promote Family Style meals and appropriate meal counts for accurate fiscal and Nutrition reporting.

RESOLUTION

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

RESOLUTION No. 6852

Approval of Head Start Policy Council Recommendation

RECITALS

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. Portland Public Schools Policy Council recommends the approval of the revised Field Trip Policy that aligns the Head Start Performance Standards § 1302.102(a)(4) – Achieving program goals, § 1302.47(b)(7)(iii) – Safety Practices, and § 1302.74(a) – Safety Procedures with district policy. Portland Public Schools Head Start follows the policies and protocol set by Portland Public Schools for all walking or day field trips.

RESOLUTION

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

RESOLUTION No. 6853

Approval of Head Start Policy Council Recommendation

RECITALS

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. PPS Head Start is required to submit a Site and Service Workbook annually as part of its Department of Early Learning and Care (DELIC), Oregon Prenatal – Kindergarten (OPK) state grant. This data assists the DELIC with report submission and facilitates any grant management systems claims PPS Head Start may have.

RESOLUTION

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

RESOLUTION No. 6854

Adoption of the Index to the Minutes

The Following Index to the Minutes are offered for Adoption:

- January 30, 2024 – Special Meeting
- February 06, 2024 – Regular Meeting

RESOLUTION No. 6855**Expenditure Contracts that Exceed \$150,000 for Delegation of Authority****RECITAL**

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

RESOLUTION

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

NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source	Certified Business
Claims Compensation Bureau, LLC	2/21/24 through 6/30/25	Legal Services LS 94639	Claims filing and management services for class action recoveries in various food settlements. Total payment depends on litigation outcome. CCB fee is 30%. Direct Negotiation – Legal Services PPS-46-0525(13)	TBD	L. Large Fund 101 Dept. 5460	No
Claims Compensation Bureau, LLC	2/21/24 through 6/30/25	Legal Services LS 94640	Claims filing and management services for class action recoveries in various settlements. Total payment depends on litigation outcome. CCB fee is 30%. Direct Negotiation – Legal Services PPS-46-0525(13)	TBD	L. Large Fund 101 Dept. 5460	No
The Gartrell Group, Inc.	2/21/24 through 7/1/25	Digital Resource DR 94554	Support for District’s implementation of Safe Routes to School, Phases 2 & 3. Sole Source PPS-47-0275	\$150,960	D. Jung Fund 101 Dept. 5560	No

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

NEW COOPERATIVE PURCHASING AGREEMENTS

Contractor	Contract Term, Renewal Options	Administering Contracting Agency	Description of Goods or Services	Estimated Spend During Contract Term	Responsible Administrator, Funding Source	Certified Business

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Oregon City School District	7/1/23 through 6/30/24	Intergovernmental Agreement IGA 94619	Columbia Regional Inclusive Services will partner to deliver regional services to eligible individuals with Autism Spectrum Disorder.	\$179,300	C. Proctor Fund 205 Dept. 5433 Grant G2308

Clackamas Education Service District	8/28/24 through 6/30/25	Intergovernmental Agreement IGA 94652	Heron Creek will provide educational slots for PPS students whose IEPs require a more restrictive placement.	\$271,239	C. Proctor Fund 101 Dept. 5414
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AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business
Ainsworth	2/21/24 through 3/31/26	Services S 89952 Amendment 1	HVAC systems support on an as-needed basis. This amendment adds funds to the contract. Special Class Procurement – Service or Repair of Products Under Warranty PPS-47-0288(28)	\$1,600,000 \$4,000,000	D. Jung Fund 101 Dept. 5592	No

New encumbered contracts: \$601,499

On-call, potential spend contracts: \$

Amendments: \$1,600,000

RESOLUTION No. 6856**Revenue Contracts that Exceed \$150,000 Limit for Delegation of Authority****RECITAL**

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

RESOLUTION

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

NEW REVENUE CONTRACTS

No New Revenue Contracts

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

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Northwest Regional Education Service District (NWRES D)	7/1/23 through 6/30/25	Intergovernmental Agreement / Revenue IGA/R 94643	NWRES D will reimburse for approved expenses of Columbia Regional Inclusive Services Blind/Visually Impaired Program.	\$345,192	C. Proctor Funding Source Varies

AMENDMENTS TO EXISTING REVENUE CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
State of Oregon	7/1/17 through 6/30/25	Intergovernmental Agreement / Revenue IGA/R 64777 Amendment 7	Grant funding for Columbia Regional Inclusive Services program support for regionally eligible children.	\$20,331,887 \$87,987,095	C. Proctor Funding Source Varies

Resolution 6857

**Resolution to Authorize a Lease Agreement with Portland Parks and Recreation for Grant High School
Athletic Track and Fields**

RECITALS

- A. The Portland Interscholastic League (PIL) has a more than 150-year history, with student athletes competing as a school district League and providing co-curricular and competitive sport opportunities for student athletes. Over 13,000 student athletes participated in a PIL sport in the 2022-2023 school year.
- B. In the early 2000s, a community initiative was launched that was known as Places for Sport and subsequently as the 10 Great Fields Project. The goal of the initiative was to ensure that every PPS high school had a high-quality turf field and track.
- C. The 10 Great Fields Project took 10 years to complete, and the majority of the \$16-17 million in fundraising came from parents, alumni, local businesses, local youth sport clubs and groups, and PPS. Nike made a substantial contribution and also retained a community fundraising consultant for more than three years to support community fundraising for the project. The City of Portland provided some financial assistance to the Grant Bowl, which is the home field for Grant High School.
- D. The Grant Bowl, owned by the City of Portland, has been the home field and track for practice and games for about 100 years, and they are used during the school year for PE classes.
- E. In August 2023, the City of Portland closed the Grant Bowl field to organized sports due to safety concerns, blocking the use of the field weeks before the start of the high school sports season.
- F. In September 2023 the Board of Education passed Resolution 6755 directing the Superintendent to identify financial and other resources to replace the Grant field and track, and called on the City of Portland to provide PPS with a long-term lease of the Grant Bowl.

RESOLVED

The Board of Education hereby authorizes the lease agreement with Portland Parks and Recreation for Grant High School athletic fields, attached hereto as Exhibit A.

RESOLUTION No. 6858Resolution to Approve the 2024-25 School District Calendar**RESOLUTION**

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



PORTLAND PUBLIC SCHOOLS

2024-25 District Calendar

JULY 2024					AUGUST 2024					SEPTEMBER 2024				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
1	2	3	4	5				1	2	2	3 ♥ K	4	5	6
8	9	10	11	12	5	6	7	8	9	9 ♥ PK	10 **	11	12	13
15	16	17	18	19	12	13	14	15 📅	16 📅	16	17 *	18	19	20
22	23	24	25	26	19	20 📅	21 📅	22 📅	23 📅	23	24 *	25 🕒	26 🏠	27
29	30	31			26 📅	27 ★	28	29	30	30				
OCTOBER 2024					NOVEMBER 2024					DECEMBER 2024				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	1 *	2	3	4					1 ✓	2	3 **	4	5	6
7	8	9	10	11 ▲	4 📅	5 **	6	7	8	9	10	11	12 🏠	13
14	15 **	16 🕒	17	18	11	12 *	13 🕒	14	15	16	17 *	18 🕒	19	20
21	22 *	23 🕒	24	25	18	19 *	20 🕒	21	22	23	24	25	26	27
28	29 *	30	31 ◆		25 +	26 +	27	28	29	30	31			
JANUARY 2025					FEBRUARY 2025					MARCH 2025				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3	3	4 **	5	6	7	3 📅 *	4 *	5	6	7
6	7 **	8	9	10	10	11 *	12	13	14	10	11 **	12	13	14
13	14 *	15	16	17	17 ❄️	18	19	20	21	17	18 *	19 🕒	20	21
20	21 *	22	23	24 ◆	24	25 *	26 🕒	27 🏠	28	24	25	26	27	28
27 ✓	28 📅	29	30	31						31				
APRIL 2025					MAY 2025					JUNE 2025				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	1 *	2	3 ◆	4 ✓				1	2					
7 📅	8 **	9	10	11	5	6 **	7	8 🏠	9	2	3 **	4	5	6
14	15 *	16	17	18	12	13 *	14	15	16	9	10 ★	11 ✓ ❄️	12 ❄️	13 ❄️
21	22 *	23 🕒	24	25	19	20 *	21 🕒	22	23	16	17	18	19	20
28	29 *	30			26	27	28	29	30	23	24	25	26	27
										30				
Legend														
	Schools closed due to holiday or break period				🕒	Early Release for Staff Professional Meeting and Learning. Does NOT apply to high schools. (9/25, 10/23, 11/20, 12/18, 2/26, 3/19, 4/23, 5/21)				◆	End of quarter (10/31, 1/24, 4/3)			
★	First/last day of school for students (8/27 & 6/10): 7th-8th & 10th-11th grade at comprehensive middle schools and high schools start on 8/28					Teacher Professional Development/planning day (no school for students); Preservice Planning/PD Days: 8/21-8/26; Planning Days: 11/4, 1/28, 4/7				♥ PK	Pre-Kindergarten/Head Start first day (9/9)			
+	Day/evening conferences (no school for students) (11/25, 11/26)				📅	* 8/20, 3/3 No Students. Optional TSI/CSI Professional Learning				* OR **	* Staff meeting for high schools only ** Staff meeting for all schools			
▲	Statewide inservice (no school for students)				❄️	Possible snow make-up day (2/17, 6/11, 6/12, 6/13)				✓	Grading Day (11/1, 1/27, 4/4, 6/11)			
♥ K	Kindergarten first day (9/3); Kindergarten Ramp Up Aug 27 - 30; Students attend 1 day between Aug. 27 - 30 in small groups													
🏠	Mid-Term Progress Reports (9/26, 12/12, 2/27, 5/8)													
📅	New Educator Orientation (8/15, 8/16)													
☐	Indicates a major religious or cultural holiday or event to avoid scheduling conflicts. For holidays lasting multiple days, only the first and last day are indicated. See back page for details.													



PORTLAND PUBLIC SCHOOLS

2023-24 District Calendar



Major Religious Holidays and Cultural Events 2024-25

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

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

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

RESOLUTION No. 6859

Call for Five-Year Local Option Levy to Support Schools

RECITALS

- A. Strong, healthy public schools are the foundation of Portland and are vital to educating students to prepare them for college, work, life and their future; supporting families and equitable student outcomes; keeping neighborhoods thriving; building community; and strengthening the local economy.
- B. Portland Public Schools (PPS) serves more than 44,000 students and enrolls a high proportion of the city's students in its schools.
- C. Through conversations and engagement with the greater Portland school community, PPS created a vision that reimagines what and how our students will graduate prepared for college, career and beyond. After identifying the essential skills and attributes educators should have and changes needed in our school systems, PPS released a multi-year strategic plan focused on all students having equitable opportunities and supports to achieve high academic goals and outcomes.
- D. PPS's staffing levels and educational programming, which support every student's success, are essential to realizing PPS's vision and implementing the strategic plan.
- E. For over two decades, Portland voters have shown their support for strong schools and educational programs by approving and renewing a local option levy to fund PPS schools.
- F. As recently as 2019, voters again affirmed their support for Portland Public Schools and its students by passing a five-year local option levy to support teaching positions and educational programs with 77% approval.
- G. Since it passed in 2019, the local option levy has supported an average of 850 teaching positions each school year, contributing to the school district's equitable staffing of schools and commitment to providing necessary supports for struggling or underserved students.
- H. PPS has dedicated significant focus and resources to supporting students following the pandemic, including specialized support in reading and math, as well as more counselors, social workers and mental health supports.
- I. This local option levy requires independent oversight by the Community Budget Review Committee (CBRC) to ensure that levy dollars are used only for purposes approved by local voters.
- J. The CBRC has affirmed, in annual reports to the PPS Board of Education, that local option funds have primarily been used to fund hundreds of teachers and maintain or lower class sizes.
- K. PPS intends that all funds raised under this proposed levy will be used for Portland students in PPS schools; and none of the funds will be intended for distribution under the state school funding formula.
- L. The District has an independent financial audit annually and independent performance audits of District operations.

RESOLUTION

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

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

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

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

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

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

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

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

8. PPS authorizes the Board Chair, Superintendent, or the Superintendent's designee (the "Authorized Representative") to take any actions necessary to place the measure that is attached as Exhibit A on the May 21, 2024, election ballot, and to place the explanatory statement that is attached as Exhibit B in the voter's pamphlet for that election. The Authorized Representative shall file the measure with the elections officer of Multnomah County not later than March 1, 2024, and the explanatory statement not later than March 21, 2024. The Authorized Representative is authorized to make technical corrections or correct typographical errors to the filed documents.

EXHIBIT A:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Funds teachers at every school in the District

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

Allows funding for other classroom support positions

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

Continues to provide fiscal accountability and independent oversight

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

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

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

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

Submitted by Dr. Sandy Husk

Interim Superintendent, Portland Public Schools

RESOLUTION No. 6860

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

RECITALS

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

RESOLUTION

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

Resolution No. 6861 A

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

RECITALS

- A. While our commitment to calling out and eradicating systems of oppression is clear in our words, plans, and values, we also know that cultural and institutional racism continues to produce disparities and negatively impact the lives of our students of color, specifically for Black students. Reflecting on our community's vision for PPS, our core values and educational system shifts, along with the acknowledgement of persistent, racialized predictors for student outcomes, we are called to strategically utilize and invest resources in a targeted and culturally responsive manner to achieve racial equity and social justice. Grounded in the belief that culturally specific organizations are uniquely positioned to partner with PPS to support our racial equity and social justice goals, we continue our commitment to partner with culturally specific and multiracial organizations.
- B. On June 11, 2020, the PPS Board of Education unanimously approved Resolution 6130. In this resolution, the Board declared that the lives of Black students and our Black community matter and committed to working with the Superintendent and the Portland community to create the conditions for every student, especially our Black and Native students who experience the greatest challenges, to realize the vision of the PPS Graduate Portrait. It further commends the Superintendent and the District's leadership for its bold commitment to center the lived experiences of our students and apply a racial equity and social justice lens to all high-leverage decisions.
- C. On May 25, 2021, the PPS Board of Education unanimously approved yet another resolution, Resolution No. 6303. As part of its broader effort to heal historic harms inflicted upon Portland's Black community and begin clearing the way for a nationally precedent-setting, child-centered redevelopment effort in Lower Albina, the Board granted the Albina Vision Trust right of first offer and right of first refusal on the PPS- Dr. Matthew Prophet Education Center (PEC) property.
- D. The Albina Vision Trust (AVT) is a nonprofit organization created to steward the neighborhood's rebirth through the thoughtful transformation of the 94-acres of Lower Albina. It is also the largest and most prominent restorative redevelopment effort in the United States of America. The 10.5-acre PEC site is within this 94-acres of Lower Albina
- E. Albina was once home to 4 out of every 5 Black families in Portland – a thriving, creative, and affordable neighborhood consisting of Black-owned businesses, homes, and faith institutions. It was the cultural capital of Portland with world-class jazz venues, environmental justice initiatives, and education models created for and by Black Portlanders. Decades of disinvestment, urban renewal, and racist public policy decimated the neighborhood.
- F. The Albina Vision is anchored in a comprehensive and long-term commitment to develop a community where honoring the past inspires us to build a better future. In the past 3 years, the organization has broken ground on its inaugural 94-unit affordable housing development in Lower Albina, advanced work on a highway cover project that would reconnect a critical segment of the district bisected by the construction of Interstate 5, begun scoping a waterfront park that would span the distance between the Steel and Broadway Bridges alongside local and regional partners, and earned both the recognition and support of the US Secretary of Transportation for its nation-leading efforts to breathe new life into Black Portlanders' historic home.
- G. If our work as educators teaches us anything, it is that true transformation occurs at the intersection of pedagogy and place. Our children must feel rooted in the built space they are born

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

- H. For the descendants of Albina, the historic epicenter of Portland's Black community, the realization of that collectively held dream requires an act of reclamation. The Portland Public Schools headquarters site was built on a parcel seized by prior owners via eminent domain — a plot of land upon which once stood dozens of Black and immigrant-owned, working-class homes.
- I. The Portland Public Schools Board of Education acknowledges that the District's real property assets are on the traditional land of the Chinook, Clackamas, Kalapuya, Multnomah, Wasco, Kathlamet, Tualatin, and Molalla tribes. We also know that many other tribes made their homes along the Columbia and Willamette Rivers. We also recognize the robust present-day federally recognized tribes of this area: the Grande Ronde, Siletz and Cowlitz, and the Native American community, representing more than 380 tribes that have made the City of Portland one of the top 25 cities with the largest American Indian/Alaska Native populations*
- J. We also acknowledge that federal, state, and local governments supported the invasion and dispossession of Native People's lands and the institutionalized practices of the removal and displacement of Native people from their lands. Additionally, PPS acknowledges that Portland institutions and citizens participated in redlining and structurally organized policies, zoning, and planning that restricted or prevented Black, Indigenous, and communities of color from land ownership and led to their disproportionate displacement through "urban renewal" or gentrification.*
- K. With the recognition of our role, we know that as current caretakers of this ancestral land, the District recognizes its fiduciary responsibility to preserve and maintain its real property assets in a manner that will serve current students and future generations.
- L. The Portland Public Schools real estate property, Dr. Matthew Prophet Education Center, sits at the center of the lower Albina neighborhood, and is a key to the neighborhood's rebirth towards a youth-centered community.
- M. Institutions—especially Portland Public Schools—have a moment, an opportunity to lead, not with race-neutral plans, but with an anti-racist agenda that amplifies an intergenerational healing process among students, their families, and our community.

RESOLVED

Therefore, be it resolved that the Board of Education:

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

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

- b. Create and finalize a Work Plan in partnership with Albina Vision Trust to guide the tasks, milestones, deliverables, and timeline in order to achieve the objective identified in Paragraph A of this Resolution. The Work Plan tasks and milestones shall be shared with the Board and include but are not limited to the following:
 - i. PPS Facilities and Asset Management staff and/or Senior PPS Leadership will provide regular updates at the Facilities and Operations Committee of the School Board. PPS staff will work in good faith, in collaboration with Albina Vision Trust, to create and implement the Work Plan subject to Board approval and inform the Facilities and Operations Committee about the progress towards the objectives identified in Paragraph A of this Resolution.
 - ii. Utilization of brokerage/project management and space planning consultant(s) to represent PPS on the acquisition and any potential build-out of the New Headquarters and New Warehouse sites.
 - iii. Due diligence requirements for the New Headquarters and New Warehouse sites that are anticipated to include at least: a Property or Capital Needs Assessment, a Phase I Environmental Site Assessment and its additional recommended testing (as applicable), a Zoning Report, and As-Built CAD Surveys.
 - iv. Selection of appropriate professionals, including Architect(s) and General Contractor(s), for the design and build-out of any Tenant Improvements, as applicable.
 - v. Contracting and procurement plan for all consultants.
 - vi. Site Identification Process for the New Headquarters and New Warehouse sites
 - vii. Anticipated milestones include but are not limited to:
 1. Term Sheet between PPS and Albina Vision Trust ,
 2. Purchase and sales agreements/other agreements to transact on the Dr. Matthew Prophet Education Center property , the New Headquarters and the New Warehouse .
 3. Operating agreement between PPS and AVT to further define roles and responsibilities of each party and set forth the terms of approval and reimbursement of PPS costs of complying with this Resolution to be shared with and approved by the Board.
 4. Access agreement with Albina Vision Trust on the Dr. Matthew Prophet Education Service Center in order to conduct early property due diligence.
 5. Comprehensive Term Sheet with the Albina Vision Trust to achieve the objective established in Paragraph A of this resolution.
 6. Appraisal of PEC.
3. Recognizes that the varied central services and work occurring in the Matthew Prophet Education Center headquarters supports students and staff across the District and that a replacement facility or facilities need to effectively serve PPS students, staff and the school community.
4. All PPS transactions and contracts remain subject to applicable PPS policies and governing laws.
5. Stands firmly behind the *Albina Vision*, a community-led reinvention and transformation of the 94-acres of lower Albina, from which thousands of primarily Black residents were forcibly displaced over decades of urban renewal. In this effort, we will stand shoulder to shoulder with the AVT and the Black community, to develop a youth-centered community in lower Albina that creates opportunities for Portland's next generation of Black people to learn, build wealth and reclaim home. This reinvention of the Albina neighborhood would also allow for intentional design for the safety of Black and brown children in the urban environment while at the same time providing the housing and community stability that supports education.

6. Stands strongly in its commitment to authentically listen, learn and partner with our community's Black elders and listen to our Black youth to address the cultural and institutional racism that has existed in our system since its inception. This includes Black-led organizations and community-based organizations accountable to Portland's Black community.
7. Commits to affirming our community's long-held belief to lead with a robust Racial Equity and Social Justice agenda to center the lived experiences of our Black students, families, educators, and staff in our actions, decisions, and words.

*Board Policy 8.70.040



Index to the Minutes

(Adopted 4/24/24)

Regular Meeting

March 05, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at https://youtu.be/Zsd-pgeXE_Y?si=x7kJJ-d3mTdl3L_d

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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RESOLUTIONS

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Agenda

<i>Time Started</i>	<i>Agenda Title</i>
6:09 pm	Opening
6:13 pm	Lincoln High School and Grant High School Theatre Programs Performance
6:19 pm	Classified and Non-Representative Appreciation Week (Resolution 6862)
6:35 pm	Student Representative's Report
6:40 pm	Superintendent's Report
6:44 pm	Student Comment
6:59 pm	School Spotlight-Cleveland High School
7:20 pm	Request to Rename Jason Lee Elementary School
7:30 pm	Public Comment
7:56 pm	Board Discussion on the 2023 Graduation Data
8:16 pm	Special Education Update
8:49 pm	Update: 2023-24 Instructional Hours
9:16 pm	Consent Agenda: Resolutions 6863 through 6875
9:17 pm	Comments from our Union Partners
9:28 pm	Adjourn

Student and Public Comment

General Student Comment

- Lora Morodai
- Zahra Faruqui
- Chloe Gilmore
- Nyilah Lewis
- Hana Fares

General Public Comment

- Holly Johnsen
- Trisha Rhoades
- Olivia Madlock
- Pedro Anglada-Cordero
- Elizabeth Super

Classified and Non-Representative Appreciation Week (Resolution 6862)

- Alissa Pollard

Action Items

- **Consent Agenda – Resolutions 6864 through 6875**

Director Greene moved and Director Scott seconded the motion to approve the Consent Agenda, including Resolutions 6864 through 6875. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6862 - Resolution to Recognize Classified and Non-Represented Employee Appreciation Week March 4-8, 2024**

Director Brim-Edwards moved and Director Wang seconded the motion to approve Resolution 6862. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Request to Rename Jason Lee Elementary School**

Director Scott moved and Director Brim-Edwards seconded the motion to approve the request from the Jason Lee Community to undergo the renaming process. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

RESOLUTION No. 6862

Resolution to Recognize Classified and Non-Represented Employee
Appreciation Week March 4-8, 2024

RECITALS

- A. Portland Public Schools' Classified and Non-Represented employees are essential members of our educational team. From the moment a student steps on a school bus each weekday morning, their learning experience is shaped by members of our Classified and Non-Represented staff. On the front lines and behind the scenes, our Classified and Non-Represented staff are in a unique position to influence our school communities. They create a positive learning environment for our students by assisting them in the classroom; preparing and serving meals; caring for their physical needs; transporting them; keeping them safe, and aiding their families. Classified and Non-Represented staff keep our administrative and school offices humming; attend to our buildings and grounds; help us communicate with each other and our community; shepherd supplies and equipment, to name a few. Because of this vital and integral role, we are grateful for their work and support.
- B. Classified employees include members of our valued labor partners, including the Portland Federation of School Professionals (including administrative assistants, call center reps, certified drug and alcohol counselors, educational assistants, school administrative assistants, paraeducators, finance clerks, site technology specialists, bookkeepers, campus safety associates, SPED records clerks, community agents, library assistants, transportation route schedulers, and others), Service Employees International Union (nutrition services and custodians), Amalgamated Transit Union (bus drivers), and the District Council of Unions (skilled maintenance (for example: painters, electricians, carpenters, and others) warehouse workers, and television services).
- C. For their efforts on behalf of the more than 42,000 students in the Portland Public Schools community, the Classified and Non-Represented employees deserve our collective recognition and thanks.

RESOLUTION

- 1. The Board of Education declares this week, March 4-8, 2024, Classified and Non-Represented Employee Appreciation Week in recognition of the many daily services provided to enrich and support students in Portland Public Schools toward their highest achievement possible.
- 2. Be it further resolved, that the Board encourages the Portland Public Schools community to join in honoring Classified and Non-Represented Employees for their positive impact on our students and our community.

March 05, 2024

RESOLUTION No. 6863

Withdrawn

RESOLUTION No. 6864**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
Merit Electric of Spokane	3/6/24 through 3/6/27	Flexible Services Contractor Pool FSCP 94605	Flexible Services Contractor Pool – Electrical services on an as-needed basis. Request for Proposals 2023-042	\$1,000,000	D. Jung Funding Source Varies	No
Wirenut Enterprises, LLC dba MD Electrical Services	3/6/24 through 3/6/27	Flexible Services Contractor Pool FSCP 94603	Flexible Services Contractor Pool – Electrical services on an as-needed basis. Request for Proposals 2023-042	\$1,000,000	D. Jung Funding Source Varies	ESB
M2 Integration, Inc.	3/6/24 through 3/6/27	Flexible Services Contractor Pool FSCP 94602	Flexible Services Contractor Pool – Electrical services on an as-needed basis. Request for Proposals 2023-042	\$1,000,000	D. Jung Funding Source Varies	No
Illume Electric	3/6/24 through 3/6/27	Flexible Services Contractor Pool FSCP 94608	Flexible Services Contractor Pool – Electrical services on an as-needed basis. Request for Proposals 2023-042	\$1,000,000	D. Jung Funding Source Varies	ESB, WBE
Allied Systems Northwest, LLC	3/6/24 through 3/6/27	Flexible Services Contractor Pool FSCP 94601	Flexible Services Contractor Pool – Electrical services on an as-needed basis. Request for Proposals 2023-042	\$1,000,000	D. Jung Funding Source Varies	DBE, MBE
Nexus Electrical Group	3/6/24 through 3/6/27	Flexible Services Contractor Pool FSCP 94607	Flexible Services Contractor Pool – Electrical services on an as-needed basis. Request for Proposals 2023-042	\$1,000,000	D. Jung Funding Source Varies	DBE, ESB, MBE
Squires Electric	3/6/24 through 3/6/27	Flexible Services Contractor Pool FSCP 94604	Flexible Services Contractor Pool – Electrical services on an as-needed basis. Request for Proposals 2023-042	\$1,000,000	D. Jung Funding Source Varies	WBE

*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
Blick Art Materials LLC	3/6/24 through 2/28/27	AEPA COA 94596	Art supplies and equipment on an as-needed basis.	\$200,000	M. Leigh Funding Source Varies	No

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Oregon City School District	7/1/23 through 6/30/24	Intergovernmental Agreement IGA 94738	Columbia Regional Inclusive Services will provide regional services to eligible individuals with Autism Spectrum Disorder.	\$179,300	C. Proctor Fund 205 Dept. 5433 Grant G2308

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business

New encumbered contracts: \$179,300

On-call, potential spend contracts: \$7,200,000

Amendments: \$0

RESOLUTION No. 6865**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

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Communities In Schools	1/1/24 through 12/31/26	Revenue R 94733	Provides grant funding to match existing school resources to support the Communities In Schools Model in PPS.	\$3,778,396	C. Proctor Funding Source TBD

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

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source

No New Intergovernmental Agreements/Revenue Contracts

AMENDMENTS TO EXISTING REVENUE CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source

No Amendments to Existing Revenue Contracts

RESOLUTION No. 6866

Authorization for Off-Campus Activities

RECITAL

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

RESOLUTION

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

AUTHORIZATION FOR OFF-CAMPUS ACTIVITIES

	School, Course, and Number of Students	Purpose of Travel	Travel Destination	Estimated Cost	Equitable Field Trip Fund; %
Date(s)					
3/15-3/16/24	Wells HS Choir, 49	Tour university, museum, performance opportunity	Seattle, WA	\$420	N/A

RESOLUTION No. 6867Election of Second Year Probationary Teachers**RECITAL**

On the advice of the Chief Human Resources Officer, the Superintendent recommends that the teachers listed below be elected as Second Year Probationary Teachers.

RESOLUTION

The Board of Education accepts the Superintendent's recommendation and by this resolution hereby elects as Second Year Probationary teachers for the 2024-2025 school year the following persons, subject to the employment terms and conditions contained in the standard form contract approved by the legal counsel for the District.

Last	First
Alberti	Andre
Alcerro	Zachary
Altieri	Olivia
Amey	Willow
Anderson	Alexandria
Anderson	Destiny
Anderson	Wade
Arick	Nicole
Autry	Breanna
Baker	Leah
Barnum	Daphne
Bauer	Emily
Baumer	Bethany
Beard-Light	Rachael
Beauchamp	Bianca
Bellas	Victoria
Bloomfield	Claire
Bonfiglio	Brent
Boslough	Jameson
Boston	Rashard
Boubel	Lauren
Boynukisa Pleasant	Yeliz
Brant	Emily
Britton	Beth
Britton	Bobby
Cape	Brian
Capone	Cassandra
Castor	Emily
Cavill	Joanne
Cerna	Livia
Chavez	Cee
Choi	Annie
Chong-Marquez	Erick

Last	First
Clawson	Frances
Coggins	Amanda
Cole	Audrey
Cooper	Jodi
Cunningham	Sean
Davis	Martina
DeBoer	Nicholas
Dernbach	Megan
Dose	Jennifer
Downen	Trevor
Dumas	Jessica
Dunlap	Jolene
Dunlap	Lisa
Dwyer	Molly
Dyer	Brooks
Eberly	Scott
Egli	Joel
Elliott	Janet
Elzie	Jeanine
Evans	Nathan
Faust	Linda
Feller	Amy
Ferber	Jonah
Fesler	Elisabeth
Flax	Carolyn
Flowers Minner	Tiffany
Fondse	Annika
Foote Allen	Rachel
Foster	Amy
Foster	Jake
Fotu-Tuahao	Sosaia
Fuhrmann	Maria
Fulmer	Lilla

Last	First
Funderburg	Leslie
Gannett	Roberta
Garcia	Roland
Garrott	Claire
Gault	Sarah
Gilbert	Jackson
Givertz	Hannah
Goforth	Kelly
Goosen	Matthew
Gostovich	George
Gow	William
Gysland	Cami
Hajdari	Laila
Hamada	Sakura
Hansen	Kathleen
Harbauer	Zacharyah
Harp	Diana
Harris	Cassandra
Hasser	Neil
Hellman	Kaya
Herzfeld-Copple	Shannon
Hester	David
Hill	Sierra
Hindley	Laura
Hopkins	Catherine
Huck	Jaimie
Hunt	Heather
Hyman	Cassandra
Ivester	Dean
Jacinto	Jose
Jellis	David
Jernigan	Kolby
Jouno	Jamison
Kana	Talula
Kantner	Sharon
Kayrouz	Katherine
Kimmich	Todd
Kinter	Joshua
Kushner	Jason
Lahtinen	Johnmichael
Lane	Conor
Larson	Nicole
Lawrence	Carol

Last	First
Lee	Albert
Lingenbrink	Hannah
Linton	Daniel
Livingston	Sara
Long	Aaron
Lowe	Lyric
Lukens	Gregory
Maass	Gary
MacKinder	Lori
Macindoe	Amanda
Madison	Kelsey
McElhoe	Holly
McHill	Madeleine
McLaughlin	Katherine
McVicar	Shawn
Meek	Jonathan
Menagh	Karey
Mencher	Stephanie
Mendez	Maritza
Mesquiti	Daniel
Metz	Katherine
Meza	Jessica
Michelson	David
Mihelic	Benjamin
Mira	Kriya
Morgan	Martha
Morgan-McLeod	Emma
Morin	Sherry
Morris	Loehn
Mortensen	Matthew
Mulligan	McKenzie
Murphy	Sydney
Naanee	Kilsi
Newton	Rabia
Odom	Courtney
Olsen	Kylie
Olson	Karl
Ordaz	Elizabeth
Orzali	Peter
Overvold	Elena
Patterson	Chantelle
Pepper	Kristin
Pettit	Jennifer

Last	First
Pham	Quyen
Pomposo	Giovanni
Ponce	Rebecca
Queen	Chaz
Rainsmyth	William
Ray	Emily
Redshaw	Susan
Richardson	Jenny
Richardson	Maria
Salo	Gabriel
Sandell	Graeme
Scholer	Matthew
Schropp	Danielle
Shaw	Hannah
Sheldrake	Gregg
Simmons	Katey
Simpson	Courtney
Slaughter	Maia
Smith	Claire
Soennichsen	Monika
Soloway	Molly
Sorel	Lucie
Sorensen	Bjorn
Spiller Stepanek	Chelsea
Sprehe	Timothy
Staley	Kendra
Stevens-Franklin	Crystal
Stewart	Jonathan
Stoakley	Catherine
Strain	Samantha
Stutevoss	Franklin
Sundberg	Andrew

Last	First
Swingen	Cynthia
Tanji	Sondra
Targett	Charles
Tate	Megan
Theodorakis	Janice
Titmus	Edward
Troll	Corinna
Ulrich	Shane
Vargas	Francisco
Ventres-Pake	Peter
Vestal	Zachary
Villagomez	Laura
Waite	Michelle
Walker	Anika
Wang	Wenjiao
Webb	Jacqueline
Weed	Jeremy
Welch	Cameron
Werner	Adele
Wick	Amy
Wilde	Darcy
Wile	Scot
Williams	Curtis
Williams	Lauren
Wilson	Megan
Wilson	Meredith
Wisot	Gabrielle
Wissler	Kathrin
Worsham	Kimberly
York	Matthew
Young	Jessica
Zarrinkhat	Audrey

RESOLUTION No. 6868**Election of Third Year Probationary Teachers****RECITAL**

On the advice of the Chief Human Resources Officer, the Superintendent recommends that the teachers listed below be elected as Third Year Probationary Teachers.

RESOLUTION

The Board of Education accepts the Superintendent's recommendation and by this resolution hereby elects as Third Year Probationary teachers for the 2024-2025 school year the following persons, subject to the employment terms and conditions contained in the standard form contract approved by the legal counsel for the District.

Last	First
Aaron	Alana
Aaron	Olufemi
Aceves	Anthony
Afenegus	Biniam
Albright	Rebecca
Allen	Quiana
Alvarez Ruberte	Jose
Anderson	Katharine
Ash	Erika
Atkinson	Sarah
Austrie	Amanda
Ayala	Lauren
Aye	Stacie
Bae	Seungjin
Baik	Jessica
Bamer	Jennifer
Barnett	Henry
Barros	Natalie
Battison	Maximillian
Beck	Michelle
Benice	Laura
Bennett	Michael
Berman Beeck	Sydney
Best	Duane
Bewley	Travis
Bibo	Cassidy
Bickford	Jessica
Blake	Michael
Blocker	Bradley
Blue	Bob
Bonetti	Gary
Bookman	Emily
Bowers	Julia
Brant	Mary

Last	First
Brazile	Michelle
Bridges	Keixa
Brown	Gabriel
Brunk	Ryan
Brunson	Mary
Bui	Huy
Bundu-Kamara	Isata
Burger	Erica
Burnham	Blaine
Byers	Colton
Camacho	Rhianna
Cameron Miller	Bradleigh
CampBell	Pamela
Cano	Raul
Canseco-Gomez	Angelina
Capistran	Mayra
Cardwell	Colin
Cassell	Santha
Clark	Earl
Clark	Jordan
Clarke-Ritter	Alexander
Clay	Adam
Connors	Rachel
Cook	Edin
Cooper	Heather
Corenthal	Michael
Cowley	Maurice
Craft	Selma
Croney	Alyson
Cross	Shianne
Cunningham	Jaclyn
Daellenbach	Michael
Daniell	Zachary
David Ochoa	Rita

Last	First
Davis	Elizabeth
Davis	Jessica
Davis	Mary
Deming	Chandler
Denlinger	Seth
Dennis	Kathryn
DeTurk	Bethany
Dishman	Carolyn
Disney Nickels	McKenna
Donaldson	Mikaila
Doni	Lilia
Donovan	Stacey
Dove	Kaitlyn
Downing	Emma
Dupper	Sarah
Dutter	Michael
Earnest	Carolyn
Edwards	DeAngelo
Elliott	Susan
Elovitz	Mitchell
Emenina	Eka
Erksa	Brian
Esbensen	Heidi
Estrada	Brianna
Estrella-Diaz	Arturo
Etcheverry	Natalie
Eversole	Danielle
Fanning	Michael
Fantz-Sands	Kayla
Farrow	Marissa
Ferns	Hope
Fisher	Samantha
Fitzgerald	Lara
Flanagan	Claire
Flechas Chaparro	Juliana
Frager	Maureen
Freeman	Laura
Fuller	Mary
Gellert	Sarah
Gemperle	Alison
Geoghegan	Patrick
Gibson	Kathryn
Gilmore	Melissa
Goh	Fong
Golden-Fields	Emily

Last	First
Gonzales Aleksick	Caitlin
Gonzalez	Ana
Gould	Zoe
Gouveia	Paul
Grinage	Samantha
Gustafson	Ian
Haffenreffer	Moriah
Halsey	Tiffany
Hamrick	Angela
Hargaden	Christina
Harrington	Terri
Harrison	Benjamin
Harrop	Kelsey
Hartfelder	Miles
Hartley	William
Harvey	Kema
Hawkins	Rachel
Heller	Chelsea
Hernandez	Josuee
Hessney	Joseph
Hill	Olivia
Holladay	Sailor
Holland	Casey
Holt	Cale
Holt	John
Hougham	Abigail
Howard	Kaylee
Hui	Stefanie
Hummel	Addison
Hunter	Grace
James	William
Jensen	Mercadiez
Jewell	Remy
Johnson	Franchesca
Johnson	Kenneth
Johnson-Medinger	Tara
Jones	Chelsea
Kaman	Emily
Kane	Ethan
Kane	Teresa
Keener	John
Kilgour	Kevin
Kilmer	Mark
Kimball-Martinez	Brittney
Kirkelie	Maia

Last	First
Kreutz	Paul
Kugler	Shelby
Kutchinsky	Alon
LaPorte	David
LaRosa-Peters	Amy
LaValle	Jeanne
Law	Duncan
Lawrence	Tracy
Le	Van-Anh
Leatham	Cory
Lehman	Samuel
Lendo	Nicole
Lepore	Melinda
Lepp	Adina
Lewis	Sarah
Linah	Sai
Locascio	Kevin
Longanecker	Kayla
Lyle	Jamie
Lyons	Jane
MacMillan	Connor
Mahoney	Audra
Mahrt	Alexandra
Mainwaring	Julie
Manson	Wesley
Margerum	Amanda
Marshall	Ty
Martin	Sara
Massey	David
Matthews	Holly
Medrano	Naomi
Mendoza	Hannah
Mesa Falcon	Lisandra
Mickanen	Nicole
Miracle	Kathrin
Mitchell	Daniela
Mootz	Sophia
Morales-Suares	Caesar
Morgan	Sharon
Muralidharan	Sruthi
Muska	Sarah
Narozniak	Joanie
Neal	Mary
Newman	Aimee
Newport	Elyse

Last	First
Nguyen	Tyler
North	Jordana
Ocon	Erin
Ogletree	Derek
O'Halloran	Deanna
Olivares	Anna
Olson	Hannah
Orellana	Jocelyn
Paden	Anne
Pan	Michelle
Pasion	Abigail
Patterson	Craig
Pederson	Ellen
Pence	Victoria
Perez-Gonzalez	Nelson
Petrocchi	Timothy
Phan	Anne
Phommachack	Crissy
Picton	Sophie
Pierce	Xavier
Pollock	Dustin
Pope	Jodi
Porter	Joshua
Potaszniak	Alyssa
Quick	Elia
Quinlan	Shea
Quinonez	Alexis
Rainbow	Allegra
Ramos	Jason
Ramstead	Holly
Rappaport	Jennifer
Reed	Taylor
Reep	Olivia
Reese	Karin
Reigel	David
Reilly	Allison
Reyes Simon	Greidys
Riccardi	Jerry
Richardson	Emily
Rindfus	Laura
Risom	Ethan
Robertson	Courtney
Rochford	Melissa
Rooney	Shannon
Rosales	Krista

Last	First
Rueck	William
Ryan	Samantha
Saffer	Daniel
Samples	Laurence
Schoening	Barbette
Schraer	Mona
Sedita	Jeremy
Shearer	Thomas
Shelley	Adam
Shoukas	Anthony
Siddiqui	Aysha
Silkey	Ami
Simonoff	Malcolm
Slane	Kirsten
Soldevila	Lluis
Sommo	Elizabeth
Soriano	Lora
Soto Millan	Luis
Stauffer	Daniel
Stevens	James
Stoker	Keith
Straube	Heather
Straubinger	Tara
Swift	Laurel
Tait	Erin
Thompson	Heather
Thompson-McCollough	Heather
Toderick	Krystal
Tong	Bao Ngoc
Trent	Candice
Trullench	Miranda
Truong	Anh Lam Benson
Twining	Julie
Vane	Paige
Vidmar	Sarah
Vo	Chau
Vonada	Abigail
Vosler	Lizzie
Walker	Emily
Walsh	Stephen
Waltner	Kyoko
Warinner	Jamie
Wasdo	Laura
Wecker	Aneliess
Wenner	Martha

Last	First
Wilkins	Paul
Williams	Lilly
Williams	Tabitha
Williams	Takiyah
Williamson	Carlin
Willie	Janessa
Wilson	Kinsey
Wu	Yuxuan
Young	Chrystal
Zenger	Sharon

RESOLUTION No. 6869Election of Contract Teachers**RECITAL**

On the advice of the Chief Human Resources Officer, the Superintendent recommends that the teachers listed below who has been employed by the District as a regularly appointed teachers for three or more successive school years be elected as Contract Teachers.

RESOLUTION

The Board of Education accepts the Superintendent's recommendation and by this resolution hereby elects as Contract teachers for the 2024-2025 school year the following persons, subject to the employment terms and conditions contained in the standard form contract approved by the legal counsel for the District.

Last	First
Abusiewiez	Leah
Aguilar	Fredy
Akin	Kayoko
AlSuhaimi	Miriam
Alex	Lindsay
Amato	Olga
Anishchenko	Natalia
Armstrong	Jami
Asare	Alexis
Avila	Chloe
Awo	Hafsa
Axtman	Lisa
Baez Hernandez	Selene
Baier	Brian
Ball	Grace
Barnhart	Lydia
Barron	Christian
Bartlett	Jacqueline
Batchelor	Laura
Baxter	Jarryd
Belknap	Rebecca
Benner	Gretchen
Berryman	Kendra
Betker	Sean
Bishop	Sylvie
Bjesse-Puffin	Amelia
Blechman	Nicholas
Boardman	Rosemary
Bordwell	Holly
Bourdon	Madilyn
Braunstein	Andrew
Breaux	Laura
Brennan	Caitlin
Brent	Rachel

Last	First
Brey	Taylor
Brisbee	Emily
Brown	Cole
Brown	Kayleigh
Bui	Van Anh
Burton	Mandy
Buted	Micaiah
Byrne	Michela
Cain	ShaShuna
Calderon	Adrian
Callis	Paul
Campbell	Kara
Caravia-DeGroot	Monica
Carlisle	Rebecca
Carpenter	Daniel
Casper	Hillary
Castro	Erica
Chalich	Lacey
Chamberlain	Rhiannon
Clark	Molly
Clark	Sarah
Clay	Adam
Cleary	Megan
Cohen	Dylan
Coleman	Crystal
Coleman	Kendra
Conley	Sarah
Connelly	Meghan
Coombs	Jimmy
Corbett	Claire
Crabtree	Colleen
Davis	Mary Gage
De Lara-Vargas	Melissa
DeLashmutt	Max

Last	First
Derheimer	Michael
Diemand-Yauman	Katelyn
Doiel	Zachary
Dorris	Brittany
Droge	Elyssa
Engstrom	Christopher
Eustice	Ellen
Fellers	Heather
Fields	Jennifer
Figueroa	Denesyn
Finch	Benjamin
Fleegle	Bradley
Flores-Herrera	Ivonn
Frederick	Kathryn
Fronk	Anthony
Furrer-Hatzikos	Patricia
Galen	Marcus
George	Lourdes
Golden	Whitney
Good	Andrea
Gordon-Koven	Samuel
Graham	Holly
Grassmeyer	Chelsea
Greene	Geoffrey
Griffin	Abigail
Gyu	Daniel
Haas	Stephanie
Hall	Johnathan
Hansen	Kyrsten
Hawkins	Lauren
Haycraft	Carolyn
Henderson	Alexis
Hendricks	Gabriela
Henry	Marissa
Herd	Bella
Herrera-Very	Elisabeth
Hidalgo	Elaine
Hoeflein	Andrew
Hoemmen	Caitlin
Holstein	Kirsten
Horton	LaTasha
Hughes	Jennifer
Hunt	Kyle
Hutchinstein	Samuel
Hytowitz	Teresa

Last	First
Jaeger	Haleigh
Jepson	Lucas
Jin	Anne
Joglekar	Surabhi
Johnsen	Holly
Jones	Charles
Jones	Joshua
Jones	Kelly
Kaller	Venus
Kaplan	Molly
Kaplan-Miner	Haven
Kauzer	Case
Kelley	Wade
Kellogg	Kelli
Kilkenny	Sarah
King	Emily
King	Torin
Kiriazis	Nicole
Kosher	Lisa
Koucsek-Hoseini	Anahita
Kumanchik	Jennifer
Kuntz	Erin
Kwintner	Jennifer
Kwong	Chelsea
LaValley	Chelsea
Lake	Bea
Law	Elayne
Leishman	Rosalie
Liesinger	Madison
Liggio	Stephen
Livengood	Elysia
Livingood	Ashley
Loebs	Jennifer
Lopez	Eduardo
Lyons	Pamela
Machado	Michele
Mackenzie	Lyndsey
Maletz	Abraham
Mansour	Michael
Martin	Rachel
Mask	Mark
Massoni	Dara
Mauney	Amelia
Mayock	Steven
Maza	David

Last	First
McAlexander	Stephanie
McClary	Alan
McCrory	Jennifer
McCurdy	Christopher
McDonald II	Robert
McGarvey	Zachary
McGlynn	Justin
McKay	Andrew
McMillan	Michelle
McVicar	Laura
Meditz	Cori
Mermelstein	Catherine
Merz	Emily
Metscher	Mary Clare
Meyden	Yukiko
Meyer	Catherine
Meyer	Elizabeth
Mikolitch	Jessica
Miller	Elena
Miller	Hilary
Milton	Elizabeth
Moldovan	Doina
Moore	Rachel
Mora	Kayla
Morales	Paola
Morrow	Jasper
Morton	Rebecca
Mote	Ashley
Moye	Damian
Mura	Sarah
Nary	Megan
Navarrete	Rubendario
Nealon	Sarah
Neill	Shelby
Nelson	Courtney
Newton	Katie
Nguyen	Hoang
Noel	Anna
Nordstrom	Lisa
Nowak	Carri
Oskin	Jessica
Oztan Schemel	Heather
Parada	Kelsey
Park	Nathaniel
Patterson	Jacob

Last	First
Patterson	Lindsay
Pazmino	Maria
Peck	Scott
Pena	Izabella
Pigford	Wayne
Pittock	Suzanne
Price	Margaret
Prohaska	Holli
Redrejo	Jean
Reyes Herrera	Jesus
Reynolds	Matthew
Roberts	Heather
Robinson	Sean
Rogers	Renee
Rose	Ashley
Ruebenson	Kate
Rutherford	Jacqueline
Sanchez	Codi
Sanchez	Kathryn
Schoene	Gabriel
Seeley	Nicole
Senge	Amina
Shiels	Vanessa
Shipley	Julia
Shohet	Revital
Sinauskas	Cristine
Smith	Angela
Smith	Lauren
Smith	Trevor
Smyth	Anne
Spindor	Eileen
Sprecher	Heidi
Sprints	Elijah
Stanion	Daniel
Stasi	Jodie
Steele	Kendall
Stein	Tania
Stolz	Amanda
Street	Michael
Sullivan	Catherine
Surber	Norma
Swan	Amber
Swinford	Heather
Symons	Jami
Szucs	Chase

Last	First
Tagomori-Lai	Kali
Thomas	Cynthia
Tiet	Karen
Tobon Olguin	Maria
Toone	Juliann
Torres	Amanda
Tran	Mindy
Tretter	Sara
Trujillo	Adrian
Trujillo	Jose
Tuan	Cynthia
Valenzuela	David
Van Zandt	Shannon
Velazquez	Carmen
Ventura	Ricardo
Verhoeff	Parker
Villanueva Villarreal	Jasmin
Vineyard	Renee
Walters	Sidney
Ward	Dana
Ward	Sarah
Watson	Michael
Weaver	Kevin
Weist	Kurt
Wellington	Heidi
Whitaker	Meghan
Whitman	Ezra
Wiers	Taiya
Wiley	Macy
Williams	Evan
Williams	Wendi
Wilson	Claire
Wonder	Annaleah
Wong	Emily
Wrobel	Francesca
Young	Kimberly
Zinc-Pearl	Clair

RESOLUTION No. 6870Contract Extension for Teachers**RECITAL**

On the advice of the Chief Human Resources Officer, the Superintendent recommends that the employment contracts of the contract teachers listed below be extended.

RESOLUTION

The Board of Education accepts the Superintendent's recommendation and by this resolution hereby extends the employment contracts of the following persons until June 2026, subject to the employment terms and conditions contained in the standard form contract approved by the legal counsel for the District.

Last	First
Aaker	Daniel
Aalto	Johanna
Abbott	Danielle
Abel	Tivon
Abney	Kandice
Accuardi	Nicole
Acevedo	Jody
Aceves	Lisa
Ackerman-Harvie	Adrian
Acuna	Miguel
Acuna-Lujan	Richard
Adam-Howard	Edith
Adams	Lisa
Adams	Ramey
Adams	Sadie
Adams Gaudreau	Susan
Adams-Brown	Christina
Adamski	Debra
Adana	Camille
Adkisson	Daniel
Afryl	Marni
Agre	Ashley
Aguirre	Rodrigo
Ahern	Sean
Ajarapu	Elijah
Aksay	Evin
Al Faiz	Miriam
Alabarca	Erika
Alderman	Amy
Alekel	Carly
Aley	Robert
Alfrey	Alivia

Last	First
Allen	Hanna
Allen	Maleka
Allen	Noelle
Allen	Thomas
Almazan-Lopez	Oscar
Almeida	Richard
Alonso	Amanda
Alonso	Ricardo
Altman	Christopher
Alvarez	Francisca
Alvarez	Leticia
Alvarez	Vanessa
Alvstad	Rebecca
Amaya-Gonzalez	Berenice
Amundson	David
Andanen	Graham
Anderson	Caryn
Anderson	Celina
Anderson	Haley
Anderson	Jeffrey
Anderson	Kathryn
Anderson	Kent
Anderson	Kimberly
Anderson-Rubin	Heidi
Anello	Heather
Anglada Bartley	Susan
Anglada-Cordero	Pedro
Angulo	Caitlyn
Annen	Megan
Ansara-Henderson	Nicole
Ansell	Aram
Appel	Margaret

Last	First
Aquino	Emmanuel
Arce	Denley Michael
Archer	Megan
Ardila Vega	Maira Alejandra
Arellano	Rosario
Arias	Adora
Arias	Bianca
Arias	Erin
Arias	Laura
Armgardt	Emily
Arney	Jessica
Arras	Katrina
Arthur	Laura
Arthurs	Erica
Arze Torres Goitia	Camila
Asay	Kiera
Askari-Tamu	Malaika
Atagabe	Beth
Aubrecht	William
Aubry	Dominique
Aucutt	Christina
Auda-Capel	Laurel
Audel	Steffanie
Augustine	David
Aung	Myat
Avila	Obdulia
Avila-Bander	Yudy
Avison	James
Axon	Laura
Azzaro-Budak	Gina
Baber	Marla Ann
Baca	Carlos
Bach	Robert
Backer	Ella
Backner	William
Bacon	Annette
Bacon-Brenes	Matthew
Baerg	Adrienne
Baier	Kellie
Bailey	Kathryn
Bailey	Torrey
Baker	Courtney
Baker	Katherine
Baker	Kimberly

Last	First
Bakker-Gbordzoe	Zoe
Baldauf-Wilcox	Suzanna
Baley	Tatiana
Ball	Joseph
Ballman	Joseph
Balto	Samuel
Bander	Adam
Bangura	Carrie
Banks	William
Banning-Shaughnessy	Deirdre
Bannon	Kelly
Barajas	Monica
Barber	Ricardo
Bardeschewski	Andrew
Barlow	Rebecca
Barnes	Brian
Barnes	Dereck
Barnes	Julie
Barnes	Sharon
Barnhardt	Alana
Barrar	Christine
Barrentine	Scott
Barrow Strange	Kealy
Barry	Patricia
Barry	Sean
Barten	Sarah
Bartlett	Casey
Bartlo	Christopher
Bartos	Kari
Bass	Kori
Bassaloff	Kristin
Batsch	Jennifer
Batten	Sarah
Battle	Lynda
Bauer	Michael
Bayne	Kerry
Beals	Carmen
Bean	Andrea
Bearre	Benjamin
Beck	Aisha
Beck	John
Beck	Nathan
Beck	Sara
Beckler	David

Last	First
Beeler	Natasha
Belcher	Rachel
Beltz	Lillian
BenAziz	Randa
Bengtson	Erik
Bennett	Emilie
Bennett	Jennifer
Bennett	Katherine
Bennett	Kenneth
Bennett	Neressa
Bennett	Remy
Bennon	Brady
Benny Leo	Cara
Benoit	Hilary
Benson	Mikael
Berg	Marta
Bergren-Dizon	Greta
Berkowitz	Marcy
Bernardo	Anna
Berning	Carolyn
Bernt	Michelle
Bertelsen	Kimberly
Berten	Anne
Bertolone-Logan	Carla
Berton	Ann
Bessas	Soumountha
Best	May
Bestor	Sarah
Bettinger	Cory
Betz	Melanie
Bevan	Ashley
Biagini	Beth
Bibb	Rumi
Bickett	Carla
Bidney	Jacqueline
Biehl	Gina
Biello	Gena
Bielman	Candice
Bigham	Brett
Bingham	Tracy
Biornstad	Kaoru
Bird	Jenifer
Birt	Laura
Bishop	Bella

Last	First
Bishop	George
Bitzer	Mary
Blackford	Elicia
Blair	Chelsea
Blair	Jai
Blakemore	Amanda
Blanton	Kristina
Blattner	Julia
Blei	Jessica
Blekhman	Irina
Blevins	Scott
Bliss	Robert
Bloch	Andrea
Block	Abby
Bloemink	Bastiaan
Bloom	Lisa
Blount	Melissa
Blum	Carolyn
Blumhardt-Braga	Tammy
Bockelman	Samara
Boehm	Andrew
Bogdanoff	Rachel
Bokenyi	Brenda
Bokoske	Mary
Bolden	Kawanna
Boldman	Emily
Bolgioni	Dawn
Bolich	Amanda
Bonhomme	Kendra
Bonilla	Angela
Bordioug	Olessia
Borean	Jacqueline
Bossard	Maureen
Bostick	Jessica
Bostwick	Lindsey
Bottman	Tereza
Bowe	Elizabeth
Bowen	Eric
Boyd	Christine
Boyd	Heather
Boyea	Kathryn
Boyeas	Megan
Boyer	Matthew
Braaten	Leslie

Last	First
Brachman	Sruele
Bradach	Daniel
Bradley	Amber
Braia	Anne
Brandt-Lazar	Matthew
Branham	Tara
Braun	Christina
Breaker	Jason
Brennan	Julia
Brennan	Rhonda
Brenner	Conni
Brewer	Brittanie
Brilman	Larissa
Brinks-Detzer	Harmony
Brinton-Anderson	Kristina
Brislin	Jeffrey
Brockmann	Jennifer
Brockway	Shannon
Broderick	Sarah
Brooks	Ashlee
Brooks	Nora
Brooks	Yulia
Brown	Alec
Brown	Amber
Brown	Christina
Brown	Claudia
Brown	Hillary
Brown	Julie
Brown	Keith
Brown	Kristin
Brown	Leslie
Brown	ReShawn
Brown	Sahjo
Brown	Tara
Brown	Tracey
Brucato	Kurt
Bruce	Tina
Bruer	Ilsa
Brunak	Eugene
Bryan	Martha
Bryant-Capellas	Alexa
Bryson	Ronette
Bubl	Paul
Buchanan	Jennifer

Last	First
Buchanan	Kristin
Bucknam	Jessica
Buckowski	Kristie
Buckwald	Alex
Buehler	Christopher
Buell	Alexis
Buelow	Elizabeth
Buhler	Kristen
Bullard	Laura
Bullock	Treoth
Bulow	Annelies
Bund	Wayne
Bundy	Elizabeth
Burchell	Cain
Burgess	Jill
Burke	Brandon
Burke	Erin
Burke	Rosario
Burkhead	Gregory
Burmester	David
Burns	Bradi
Burny	Alana
Bush	Elsa
Bush	Kevin
Bussey	Dana
Butcher	Bryan
Butenhoff	Trevor
Butler	Grace
Butterfield	Andrew
Button	Ann
Buvinger-Wild	Gabrielle
Byer	Aaron
Byrkit	Margaret
Cady Russell	Michael
Cahill	Kelly
Caldwell	Benjamin
Caldwell	Nicholas
Caleal	Katherine
Calley	Katherine
Calvillo	Patricia
Camelio	Natalie
Camp	Ian
Campanella	Christine
Campbell	Gwen

Last	First
Campeau	Matthew
Canales	Cassandra
Canales Reyes	Andres
Cancro	Chad
Cannon	Elizabeth
Canterberry	Sarah
Capps	Kali
Carabajal	Melina
Caraboa	Brittney
Cardenas	Kali
Carlson	Matthew
Carmichael	Tara
Carolan	John
Caron	Ceyriss
Carpenter	Brenda
Carr	Jonathan
Carranza	Duncan
Carranza	Samara
Carrera-Padilla	Maricruz
Carrigg	Amanda
Cartagena	Max
Carter	Robert
Carter-Widyaratne	Lisabeth
Cary	Susan
Casciato	Heather
Casey	Allyson
Cash	Colleen
Casillas	Omar
Catabay	Monty
Caton	Christine
Causey	Jayne
Centerwall	Sarah
Cervantes-Campbell	Lucila
Cha	Mary
Cha	Richard
Chaikittirattana	Amy
Challender	Matthew
Chambers	Louise
Chaney	Heather
Chaplin	Nicole
Chapman	Gaye
Chapman	Katherine
Charlston	Katie
Chase	Richard

Last	First
Chasse	Loren
Chavez	Alisha
Chedester	Shannon
Chen	Yishan
Chenot	Anne
Childress	Richard
Chimuku	Denetia
Chirimwami	Vincent
Chou	William
Christensen	Tracy
Christy	Ross
Clark	Alfred
Clark	Andrew
Clark	Kristen
Clark	Lisa
Cleary	Jennifer
Clegg	Lionel
Cleveland	Heather
Close	Amy
Clyde	Chelsea
Coffey	Daniel
Coffman	Lisa
Cohen	Rebecca
Cohen	Suzanne
Cohen Glebe	Rose
Coholan	Caroline
Coia	Margaret
Colard-Tyler	Isabelle
Colby	Trask
Coleman	JoAnna
Colon	Elizabeth
Condron	Kimberly
Cone	Christina
Connelly	Elisabeth
Connelly	Kyle
Conner	Emily
Connolly	Kelly
Connolly	Wendy
Connors	Anna
Conroy	Kevin
Cook	Allison
Cook	Nancy
Cooke	Kyle
Cooper	Suzanne

Last	First
Copacino	Allyson
Corey	Brian
Cornet	Lindsay
Cornett	E
Coronado	Nadia
Cortinas	Leticia
Corwin	Caryn
Costa	Susan
Coste	Aurel
Costello	Nicole
Cottrell	Allison
Covington-Brehm	Jessica
Cowley	Leslie
Cox	Raheema
Coyne	Jennifer
Craig-McFarland	Amy
Cranley	Stephanie
Crawford	Debra
Crawford	Jacqueline
Crews	Deborah
Criswell	Erinn
Crock	Vanessa
Cronen	Susanna
Crosby	Valerie
Crosman	Nathaniel
Croteau	Shawn
Crouser	Julie
Crouser	Martin
Crow	Elizabeth
Cuda	Matthew
Cudjoe	Jessica
Cunningham	Jennifer
Cunningham	Kevin
Cunningham	Molly
Cunningham-Parmeter	Kendall
Curl	Tricia
Curley	Stephen
Curtis	Cami
Cvitanich	Michelle
D'Aurora	Shannon
D'Cruz	Stephanie
Da Rosa	Gladis
Da Rosa	Jeremy
Dagostino	Joseph

Last	First
Dahl	Ingrid
Dai	Daniel
Daigle	Paul
Daley	Cadie
Dalla Corte	Nancy
Dallaire	Stephanie
Dalton	Nicole
Dang	Tina
Daniel	Kristin
Daniels	Darlene
Daniels	Julie
Daniels	Matthew
Danielson	Andre
Danon	Eva
Danzer	Kellie
Darling	Jessica
Darling-Budner	Rebecca
Date	Brooke
Davidson	Amy
Davidson	Elizabeth
Davidson	Lisa
Davis	Anna
Davis	Stephanie
Dawson	Alexander
Day	Sean
De La Cruz	Tina
De Lagrave	Nicole
DeMonte	Scott
DeNiro	Meghan
DeRocher	Shelby
Decker	Joshua
Deede	Sara
Dekker	Betsy
Del Buono	Mary Anne
Deland	Anthony
Delgado	Deanna
Dell	Jeremy
Delmatoff	Elizabeth
Delwisch	Meghan
Demma	Theresa
Dempsey	Patrick
Denison	Emily
Deniston	Nicole
Denney	Alicia

Last	First
Dennison	Franki
Dennison	Thaddeus
Denton	Charles
Derrickson	Sara
DesCamp	Margaret
Devicq	Devon
Dewey	Sada
Dewson	Nichole
Deych	Yulia
DiPasquale	Angela
Diamond	Kathleen
Diaz	Jessica
Dicker	Ryan
Dickerson	Aaron
Dickerson	Jeremy
Dickinson	Heather
Dickstein	Galen
Dilg	Kevin
Dillavou	Leslie
Diller	Lynnette
Dillon	Melinda
Dilworth	Kate
Dixon	Jacqueline
Dixon	Maggie
Do	Janet
Docken	Elizabeth
Dodson	Kirk
Doern	Margie
Doersam	Karen
Doht-Barron	Karlyn
Doler	Nicole
Dominguez Lopez	Gabriel
Donahoe	Patrick
Donkers	Paul
Dorresteyn	Ian
Doughty	Marlene
Douglas-Meyers	Craig
Douglass	Martin
Downs	Hannah
Doyle	Jessica
Draper	Rachel
Drescher	Michael
Drew	Amy
Drexler	Judith

Last	First
Drummond	Natalie
Duckwell	James
Dudareva	Elena
Duff	Ryan
Dugan	Christine
Duggan	Andrew
Dugo	David
Dulin	Heather
Duncan	Nicole
Dunn	Marie
Duong	Don
Duran-Martinez	Josefina
Durant	Erika
Durham	Amy
Durocher	Anna
Dwan	Elizabeth
Dwight	Kelly
Dwyer Young	Henry
Dyer	Brian
Dyer	Casey
Dykman	Bryan
Dyste	Sarah
Eames	Carlyn
Early	Elisabeth
Eaton	Gerald
Echenique Arduz	Lily
Edelson	Jennifer
Edgar	Mehera-Rosa
Edington	Linda
Edler	Jennifer
Edwards	Mila
Egan	Theresa
Ehret	Karina
Eichman	Katharine
Eickmeyer	Christina
Eigo	Meghan
Einarsson	Samantha
Eisemann	John
Eisenberg	Rebecca
Ekberg	Calley
Ekelof	Ingela
Eldredge-Burns	Ann
Ellenwood	Benjamin
Eller-Isaacs	Jessica

Last	First
Elliott	Amanda Jane
Elliott-MacFadden	Cameron
Ellsworth	Alison
Elobt	Emilie
Eltagonde	Peaches
Elwell	Donald
Elwer	Aarika
Engler	Amanda
English	Kelly
Engstrom	Kristina
Enyeart	Jason
Epifano	Lauren
Epp	Mackenzie
Ereckson	Ezra
Erickson	Kristian
Erickson	Sarah
Esbensen	Thor-Aage
Escalada	Helena
Escovedo	LaPrincea
Espinoza	Renee
Evans	Linda
Evans	Nancy
Evers	Joseph
Everton	Adrienne
Evola	Samantha
Ewers	Cindy
Extine	Melissa
Fadel	Todd
Fagan	Alexandra
Fain	Brian
Fale	Kelly
Fantz	Travis
Farrell	Miki
Fass	Eric
Fast	Jennifer
Fealk	Rachel
Fedorenko	Anna
Feitelberg	Matthew
Feldman	Felissa
Fell	Erin
Fenger	Nicholas
Fennema	Brian
Ferguson	Allison
Ferguson	Joseph

Last	First
Ferguson	Joseph
Ferguson	Leesa
Fernandez	Rebecca
Ferrer Tamayo	Margarita
Fessant	John
Feutrier	Meggie
Fields	Frank
Fig	Nicole
Files	Lauryn
Finamori	Melody
Finch	Thomas
Finke	Jennifer
Finley	Aaron
Finnigan	Ruth
Firestone	Jessica
Fischer	Jonathon
Fisher	Carolyn
Fisher	Hannah
Fisher	Laura
Fisher	Samuel
Fitzhenry Juarez	AnnMarie
Flagel	Eric
Fleischman	Katia
Fleming	Julie
Flenniken	Gregory
Flores	Andrea
Flores	Melody
Flores	Moises
Flores	Samantha
Flores	Sarah
Flowerday	Chadrick
Floyd	Jessica
Floyd	Sherman
Flye	Travis
Fogg	Julia
Foley-Weintraub	Maia
Foltz	Emily
Ford	Jaclyn
Ford	Joel
Ford	Windy
Foreman	Jessica
Forrest	Sharon
Forsberg	LeAnne
Forstag	Michael

Last	First
Forsythe	Joshua
Fosik	Kristina
Fossen	Garth
Foster	David
Foster	Emily
Fournier	Ann
Fox	Ami
Foxley	Shannon
Frager	Ariel
Francis	Brad
Francis	Katie
Franklin	Krista
Franks	Chase
Fransen	Jacqueline
Fraser	Denholm
Fraser	Eric
Fraser	Eva
Frazee	Ayn
Fredericks	Sarah
Fredgant	Daniel
Freeman	Allanah
Freeman	Cheyenne
Freeman	Sierra
Fretel	Pamela
Friedman	Levia
Friend	Adrienne
Frisby	Barry
Frisby	Susan
Frisch	Molly
Frisina	Salvatore
Fritz	Julia
Fuentes	Lauren
Fujiwara	Adelyn
Fujiwara	Ritsuko
Fuller	James
Fulton	Richard
Furtado	Nicolas
Gadbow	Kenneth
Gaede	Adam
Gaiero	Meghan
Gallagher	Devin
Gallusser	Megan
Ganey	Gretchen
Gao	Ruiyuan

Last	First
Gapp	Jenny
Garcia	Francisco
Garcia	Greg
Garcia	Lesly
Garcia	Merri
Garcia Arriola	Alfonso
Gardiner	Stephen
Gardner	Alyssa
Gardner	Elizabeth
Gardner	Jesse
Gardner	Natalie
Gardner	Sara
Garrett	Pamela
Garvey	Molly
Garza-Cano	Adolfo
Gassner	Sarah
Gavitte	Donald
Gawronski	Peter
Gay	Christina
Gayler	Holly
Gaynor	Sarah
Gebbie	Lindsay
Geiger-Baker	Alicia
Geiszler	Steve
Gekov	Nicole
Geller	Kasey
Gelrod	Lia
Gentile	Jeff
Georgetta	Emma
Georgilas	Nicole
Gerber	Brian
Germaneri-Clarkson	Suzanne
Gerolami	Mark
Gershuny	Jason
Gervais	Breanna
Gervich	Asa
Gevurtz	Tom
Ghan	Ryan
Giackino-Baisch	Tiffany
Giarelli	Kimberley
Gibson	Neil
Gilbertson	Amelia
Giles	Jason
Gilkey	Nancy

Last	First
Gill	Darshanpreet
Gilley	Kerry
Gilson	Kirey
Gilson	Maria de la Luz
Gintz	Makenzie
Glasgow	Samuel
Glinert	Alden
Goad	Spencer
Godoy	Justin
Godoy	Robin
Goertzen	Heide
Goff	Diane
Goldbloom	Stefanie
Golden	John
Golden	Kathryn
Goldstein	Adam
Goldstein	David
Goldstein	Meagan
Goldstone	Jeremy
Gomes	Kelly
Gomez	Virginia
Gonzales	John
Gonzales	Steve
Gonzalez	Mario
Gonzalez	Sarah
Good	Kaitlin
Goode	Matthew
Goodman	Bich
Goodman	Kala
Goodrich	Saima
Goodwin	Ria
Gordon	Brenda
Gordon	Dawn
Gorman	Bronwynn
Gothard	Margarita
Goudiaby	Adama
Graham	Amanda
Graham	Timothy
Graiziger	Mary
Grant	Sally
Gray	Gina
Gray	Rhonda
Green	Alisha
Green	Amber

Last	First
Greenberg	Liliana
Greenfield	Katherine
Gregerson	Elena
Gregoire	Susan
Gretencort	Amy
Gretzinger	Jessica
Griffin	Antoinia
Griffin	Kay
Griffin	Luke
Griffith	Jessica
Griffith	Margaret
Griffon	Cora
Grigg	Christopher
Grigori	Cassandra
Grillo	Carolyn
Grillo	Megan
Grimm	Gillian
Grivel	Julien
Grobey	Tod
Grohn	Michela
Gromko	Emily
Groom	Grace
Groom	Roger
Grosscup	Benjamin
Guin	Margaret
Guitron	Edith
Gunderson	Mark
Gunn	Sean
Gunther	Natalia
Gunvalson	Stephen
Gustafson	Maalaea
Gustin	Mitchell
Guth	Jacob
Guthrie	Andrea
Guthrie	Laura
Guthrie	Melanie
Gutierrez	Brenda
Gutierrez	Kathleen
Gutierrez Valiente	Mario
Gutlerner	Jordan
Guzman	Arlene
Hacklander	Caitlyn
Hackman	Marion
Haddon	Blair

Last	First
Hagen	Alexandra
Haight	Allison
Hakam	David
Halberg	Brian
Halbig	Rebecca
Hale	Erica
Hale	Erin
Hale	Phillip
Hales	Charlotte
Hall	Brandi
Hall	David
Hall	Rachael
Hall	Ronda
Hall Rockne	Portia
Hallinan	Sheila
Hallman	Craig
Halpern	Mark
Halvorson	Betsy
Hambelton	Kaley
Hamler	Adam
Hammel	Marcelle
Hammericksen	Melanie
Hammett	LeeAnn
Hampton	Madelyn
Hanashian	Sophie
Hanawa	Emi
Hanawalt	Joel
Hanawalt	Oona
Hanes	Rachel
Hanlon	Kathryn
Hanna	Skye
Hannah	Amanda
Hansen	Amy
Hansen	Audrey
Hanson	Ann
Hara	Sujata
Harbolt	Mary
Hardaway	Michelle
Harding	Karen
Harding	Tara
Hardy	Ashley
Hardy	Sarah
Hargrave	Amy
Harkness	Devin

Last	First
Harkness	Edward
Harold-Golden	Stacey
Harper Nimmers	Norelle
Harpster	Clinton
Harrah	Lindsey
Harrelson	Evan
Harris	Gaelle
Harris	Jason
Harris-Wastradowski	Donna
Harrold	Elysia
Hartel	Nicholas
Hartle	Jennifer
Hartmann	Eric
Hascall	Norman
Hashimoto	James
Haskell	April
Hatzipavlou	Athanasia
Havermann	Kristin
Havner	Keira
Havran	Joanne
Hawk	Rebecca
Hawking	Christopher
Hawkins	Colin
Hawksford	Anjanette
Hay	Susan
Hayes	Jessica
Hazard	Paige
Hazen	Alicia
Hazzard	Laurel
Headley	Alice
Heard	Martha
Heath	Derek
Heath	James
Heaton	Jennifer
Hedlund	Karin
Heeney	Kevin
Heggem	Deborah
Hehn	Andrea
Heisler	Mike
Held	Laureen
Heller	Martha
Hellis	Jacqueline
Henderson	Kathryn
Hennessy	Blair

Last	First
Hennrich	Shannon
Henry	Amy
Hensley	Emily
Herbage	Jennifer
Herbst	Sarah
Herman	Matthew
Hermansen	Rachel
Hermes	Leah
Hernandez	Cesar
Hernandez-Solis	Janeth
Herron	Alison
Heuberger	LeeAnne
Heyerly	Logan
Heywood	Molly
Hidle	Caley
Hieggelke	Jason
Higbee	Keith
Hilbers	Mikalene
Hilbourne	Amber
Hildebrant	Alison
Hildner	Benjamin
Hill	Robert
Hill	Susan
Hill	Zachary
Hillenberg	Jamie
Hilliard	Christopher
Hills	Rhys
Hilsen	Rachel
Hilton	Kimberly
Hilyard	Kevin
Himmelstein	Julia
Hinatsu	Melia
Hirahara	Michiko
Hirata	Marisa
Hjorth	Mercedes
Hoang	Michael
Hobby	Holly
Hockett	Jacob
Hoda	Stephan
Hoerauf	Jason
Hoffelt	Andrea
Holben	Melinda
Holden-Williams	Demetria
Holdren	Caitlin

Last	First
Holgate	Zachery
Holland	Monnica
Holloway	Danielle
Hollyfield-Melz	Jessica
Holsclaw	Dina
Holstine	Janice
Holt	Meredith
Holt-Seavy	Grady
Homberg	Jamie
Honeyman-Colvin	Katherine
Hood	Angeline
Hook	Ryan
Hooper	Henry
Hooper	Jennifer
Hopkins	Jennifer
Hopson	Anyika
Hopson-Willis	Chanell
Horner	Martha
Horrigan	Michael
Horton	Elizabeth
Horton	Kyle
Hoshi	Keiko
Hotchkiss	Luke
Houghton	Mary
Howard	Adrienne
Howard	Branic
Howard	Kimberly
Howard	Ruth
Howdysshell	Jill
Hoxie	Ryan
Huang	Nuan
Huber	Erica
Huckaba	Dave
Hudson	Christopher
Huerta	Javier
Huerta Murphy	Casandra
Huff	Ronald
Hugel	Liduan
Hughes	Elise
Hughes	Keri
Hughes	Veronica
Hughes-Bond	Kasey
Huizar	Ginger
Hull	Megan

Last	First
Huls	Jessica
Humphrey	Laura
Humphreys	Megan
Hunt	Kathryn
Hunt-Warren	Nicole
Hunter	Jesse
Hunter	Kyle
Huntington	Gregory
Huntley	Ian
Hurner	Rose
Hutchison	Jess
Hutsell	Kennedy
Hyde	Lisa
Ibrahim	Bashar
Immesoete	Melissa
Incorvia	Jamie
Ingamells	Ellen
Ingerson	Ilantha
Ingraham	Jessica
Inman-Balanzar	Paula
Interian	Michele
Interian Ucan	Mario
Irikawa	Michael
Irons	Michelle
Irwin	Kristin
Irwin Acosta	Alicia
Ivester	Elizabeth
Ivosevic	Chrisinna
Iwamoto	Keli
Iwersen	Deidre
Jablon	Joel
Jablonski	Anna
Jacobs	Kelly
Jacobs	Tina
Jahangir	Theresa
Jahn	Candace
Jamesbarry	Anthony
Jamesbarry	Sarah
Jangula-Borders	Jennifer
Jansa	Michael
Jaquiss	Andrew
Jarad	Ruqayya
Jardine	Dawn
Jarvis	Kimberly

Last	First
Jaynes	David
Jeffery	Julie
Jeffrey-West	James
Jendrzek	Jessica
Jenkins	Brittney
Jenkins	Jennifer
Jenness	Laura
Jensen	Rachell
Jensen	Sonya
Jeppesen	Paula
Jett	Wilma
Judy	Melanie
Jewel	Sharese
Johansson	Eric
Johnson	Alexis
Johnson	Bradley
Johnson	Daniel
Johnson	Erika
Johnson	Justin
Johnson	Katharine
Johnson	Melissa
Johnson	Melissa
Johnson	Nicholas
Johnson	Rebecca
Johnson	Sean
Johnson	Thomas
Johnson-Greenough	Noah
Johnston	Colleen
Johnstone	Ian
Jonas-Closs	Jacob
Jones	Hang
Jones	Jessica
Jones	Keith
Jones	Kelli
Jones	Kira
Jordan	Amanda
Joseph	Teri
Joshi	Gillian
Joy	Kelli
Juarez	Katarina
Jue	Meredith
Jugel	Lynn
Juska	Melissa
Kabza	Matthew

Last	First
Kahn	Meghan
Kaiser	Jeramie
Kaleshnik	Kelly
Kaller	Susan
Kallfelz	Karen
Kamata	Yoshiko
Kangas	Molly
Kanof	Kimberly
Kanz	Holly
Kaplan	Alexandra
Kaplan	David
Kaplin	Gwendolyn
Kapranos	Jaina
Kapranos	Nicholas
Kassouf	Suzanna
Kaufman	Michael
Kavehrad	Christina
Kawasaki	Osamu
Kays	David
Keefer	Debbie
Keeler	Tara
Keene	Carson
Keil	Virginia
Keith	Althea
Keith	Lesley
Kellar	Michele
Keller	Damon
Kellermann	Sonia
Kelley	Robert
Kelley	Stephanie
Kelly	Heather
Kelso	Shelah
Kemp	James
Kemper	Keska
Kempster	Karen
Kendall	Megan
Kendall	Sheila
Kennedy	Ana
Kennedy	Christopher
Kennedy	David
Kenny	Maureen
Kennybrew	Adam
Kennybrew	Melissa
Kenyon	Kimberly

Last	First
Keo	Kelly
Kerr	Shawn
Kertesz	Matthew
Kessler	Addy
Ketah	Dave
Ketel	Faith
Keudell	Allyson
Keymolen	Monica
Khalsa	Nam Kirn
Khrustalyov	Andriy
Kidder	Maria
Kiernan	Elizabeth
Kilpatrick-White	David
Kim	ReCher
Kimlinger	Lauren
Kincaid	Diana
Kincaid	Matt
Kindred	Megan
King	Andrew
Kinigopoulos	Maria
Kinney	Emily
Kino Harris	Mariko
Kirk	Alexa
Kirk	Karey
Kirkpatrick	Julia
Kirsch	Elizabeth
Kirsch-McMaster	Megan
Kittrick	Shannon
Kjome	Kristin
Klein-Wolf	Lisa
Klosterman	Tracy
Kluss	Susan
Knauss	Ian
Kniser	Timothy
Knoblich	Jeffrey
Knochel	Kate
Knoerzer	Catrina
Knowlton	Aubin
Knutsen	Kristin
Kobak	Jared
Kobs	Lisbeth
Koelbel	Jennifer
Koenig	Misty
Kohn	Sarah

Last	First
Kolb	Melissa
Kondylis	Katherine
Kong	Lisa
Kordahl	Elin
Korn Becerra	Karin
Koshy	Elizabeth
Kosmas	Pantelis
Kowalski	Amy
Koyama Lane	Tiffany
Kozil	Andrea
Krakow	David
Kray	Shelby
Kreuz	Cameron
Kreuzer	Sara
Krom	Julie
Kroswek	Paul
Kuhlman	Joseph
Kuhlman	Lih
Kuhn	Jennifer
Kulak	Andrew
Kurzer	Micah
Kuznetsov	Michael
Kyriss	Rachel
Lageson	Tina
Lam	Carol
Lamanna	Tina
Lambert	Stephen
Lammert	Lisa
Lamoreaux	Michelle
Lampus	John
Lancaster	Steven
Lancaster	Valoree
Lanctot	Michele
Lane	Chris
Lane	Jeffrey
Lane	Jo
Laney	Joel
Laney	Renee
Lang	Melody
Langton	Bradley
Lanigan	Alison
Lanners	Eric
Lannigan	Elizabeth
Lannom	Samantha

Last	First
Lanzas	Cassandre
Largo	Abby
Larkin Miller	Jennifer
Larriva	Amanda
Larsen	Anne
Larsen	Penelope
Larson	Carl
Larson	Jamie
Lathrop	Fei
Laurence	Drew
Laurent	Stephen
Lauretti	Leslie
Law	Iris
Lawhon	Kevin
Lawler	Beth
Laws	Walker
Layman	Mildred
Le	Thuy-Linh
Le Chevallier	Grace
LeDoux-Leos	Sheree
LeMay	Adrianne
LeMeune	Kieran
Leahy	Dianne
Lee	Aaron
Lee	Jamie
Lee	Jennifer
Lee	Min
Lee	Sarah
Lee	Sitti
LeeWehage	Elizabeth
Leech	Andrea
Leeman	Dylan
Lefere	Karen
Lefor	Bridget
Leitch	Sarabeth
Leivant	Natalie
Lemen	Elizabeth
Lemma	Laura
Lenon	Alexander
Leon Moreno	Karen
Leong	Verna
Leshner	Deborah
Leslie	Natalie
Lesniak	Melissa

Last	First
Levine	Eric
Levine	Nina
Lewis	Alexandra
Lewis	Jack
Lewis	Kari
Lewis	Matthew
Liao	Karen
Licurse	Anne
Lieberman	Lori
Lightbourne-Maynard	Susannah-Jean
Lile	Amy
Limb	Daniel
Lin	Yuzhen
Lind	Patrick
Lindstrom	Kari
Lingenfelter	Jessica
Lingo	Rosalie
Lipson	Andrew
Lipson	Dana
Lisensky	Laura
Littledyke	Richard
Liu	Ye
Livesay	Kimberly
Lloyd-Knox McDonald	Kendra
Locarno	Jenny
Locke	Britni
Lockett	Christina
Lodore	Christopher
Loewen	Katherine
Lofquist	Eric
Logan	Cheri
Lommen	Hannah
London Tinsel	Jamin
Longfellow	Jay
Longstreet	Cori
Longstreth	Katharine
Looney	Liberty
Lopez	Alodie
Lorenzo Vento	Arien
Loret de Mola	Ursula
Losoya	Jose
Lossner	Christi
Loupe	Kristin
Loveland	Jennifer

Last	First
Loveless	Timothy
Lowe	Chrysann
Lowery	Anthony
Lowes	Thomas
Lozano	Mehira
Luboff	Alexander
Lugg	Mary
Lundgren	Nicole
Lurch	Jacqueline
Luria	Alexandra
Luther	Erika
Lyerla	Jessica
Mabry	Mellissa
Mac	Frank
MacDicken	Derek
MacDonald	Rachel
MacKinnon	Amy
MacNeill	Marla
Macdonald	Stephanie
Maceo	Jorge
Machuca	Eliana
Mack	Catherine
Mackaness	Kate
Macklin	William
Macy-Gustafson	Ericka
Madden	Peter
Maddy	Courtney
Madrid	Fernando
Maestas	Marlena
Mafara	Kathleen
Mafchir	Anna
Magee	Mackenzie
Magee-Jenks	Patrick
Maher	Daniel
Mahony	Erin
Mahurin	Michael
Maier	Christine
Maier	Elizabeth
Mak	Korey
Malbin	Benjamin
Manansala	Audrienne
Mandell	Doug
Manian	Mark
Mankowski	Heather

Last	First
Mann	Kathrine
Mann	Robyn
Marantz-Herzberg	Judith
March	Ayako
Marchello	Rustin
Marchyok	Matthew
Margolis	Jason
Mariano	Krystal
Marienburg	Nicole
Markewitz	Emily
Markey	Maureen
Markovich	Elizabeth
Marquardt	Christopher
Marquardt	Kevin
Marquardt	Serena
Marquis	Carissa
Marrinan	Jennifer
Marron	Deanna
Marsh	David
Marshall	Arlene
Martin	Joseph
Martin	Joshua
Martin	Kara
Martin	Sara
Martinez	Matilde
Martinez Bustos	Juan
Martins	Sara
Marx	Kara
Mashia	Jeanetta
Massey	George
Masters	Nicole
Mathews	Frank
Matsen	Jeremy
Matteri	Dominic
Mauldin	Robin
Maurer	Hannah
Maurer	Ian
Maves	Randall
May	Kellie
Mayer	Elizabeth
Mayer	Keelin
Mayik	James
Maynard	Allyson
Mayo	Alexander

Last	First
Mayo	Jennifer
McAdams	Amy
McAleer	Brittney
McArthur	Martha
McBride	Amy
McBride	Haylee
McCann	Luke
McCants	Ryan
McCarthy	Elizabeth
McCarthy	Ellen
McCartney	Kathryn
McCarty	Christine
McCarty	Scott
McClain	Brandan
McClain	Stephanie
McClanen	Meredith
McClellan	Jedidiah
McCleave	Bruce
McCollister	Wakana
McCormack	Marieta
McCormick	Glenn
McCormick	Mary
McCoy	Caroline
McCoy	Stephanie
McCracken Ferro	Erin
McCulloch	Caroline
McDaid	Heather
McDermott	Ryan
McDowell	Elizabeth
McFadden	Morgan
McFaul-Amadoro	Sunshine
McGee	John
McGhee	Shalonda
McGlothlin	Ellen
McGlotten	James
McGowan	John
McGowan	Maya
McGrath	Hanna
McHaley Foley	Saneun
McInnis	Clair
McIntyre	Brian
McKay	Diana
McKay	Michelle
McKee	Sarah

Last	First
McKelvey	Da'Anyel
McKenzie	Sharitha
McKie	Donald
McKie	Jessica
McKinney-Heiney	Hilary
McKinstry	Samuel
McLaughlin	John
McLaughlin	Shannon
McLawhorn	Susan
McLean	Oksana
McMahon	Jill
McMaster	Matthew
McMillan	Julie
McNairy	Michaela
McNeal	Jeffrey
McNeely	James
McNulty	Erin
McNulty	Teri
McNutt	Nicole
McQueen	Adam
McShane	Joyce
McSherry	Danielle
Mead	Christopher
Meade	Christopher
Mease	Sara
Medley	Ethan
Mehretab	Temerza
Mejia	Paul
Mejias Dominguez	Letisia
Mella	Douglas
Mellgren	Erik
Mello	Brittney
Melson	Alexander
Melton	Julia
Mendels	Sharon
Mendez-Rodriguez	Demetrio
Mendiola	Madeline
Mendola	Adam
Mendro	Jacqueline
Menke-Thielman	Forest
Merrill	Gracia
Merrill	Kelly
Meskimen	John
Meskin	Brielle

Last	First
Metcalf	Megan
Metz	John
Meyer	Brian
Meyer	Jennifer
Meyer	Jessica
Meyer	Kendra
Michel-Midelfort	Siri
Michels	Rose
Mico	Kristen
Middleton	Elizabeth
Milford	Kelly
Millar	Alain
Miller	Brandi
Miller	Jamie
Miller	Jason
Miller	John
Miller	Julie
Miller	Julie
Miller	Nedra
Miller	Seth
Millerman	Brandy
Millis	Stephanie
Millon	Claire
Miner	Amy
Minkus	Jamie
Miranda	Tracy
Mirsepassi	Eric
Misi	Madison
Misumi	Angela
Mitchell	Jill
Mitchell	Kelli
Mitchell	Timothy
Mitchell McVay	Angela
Mogi	Eriko
Mohamed	Mohamed
Mohler	Kevin
Moist	Dennis
Molina	Carlos
Molina	Lisa
Moller	Erika
Monroy Benitez	Laurel
Montalbin	Cheyenne
Montanaro	Scott
Montejo	Julia

Last	First
Montfort	Alex
Moog	Leah
Moore	Christopher
Moore	Darrell
Moore	Kathryn
Moore	Michael
Morales-Galicia	Brenda
Moran	Margaret
Morano	Jenna
Morden	Donna
Morehouse	Brandon
Morell-Hart	Daniel
Moren	Michael
Morgan	Debra
Morgan	Jennifer
Morgan	Robert
Morgan	Ronald
Morioka	Hannah
Morley	David
Morlock	Leigh
Morrell	Lisa
Morris	Jacy
Morris	Melanie
Morrison	Tracy
Morse-Rao	Cynthia
Moser	Victor
Mosqueda	Martha
Motto	Amy
Moule	Matthew
Moyer	Megan
Moyers	Sahnzi
Muhs	Chelsea
Mulkey	Sydney
Mulvihill	Michele
Munana	Anabel
Muncie-Jarvis	Ashley
Munoz	Angelina
Munoz	Deborah
Munteanu	Crina
Muraoka	Kenneth
Murchison	Jessica
Murdock	Melinda
Murer	Margaret
Murphy	Brooke

Last	First
Murphy-Cairns	Daniel
Murray	Jessica
Murray-Balto	Kayci
Musashino	Keisuke
Musgnung	Noel
Mussio	Sarah
Myers	Carolyn
Myers	Thomas
Mykkanen	Sarah
Nagarajan	Surya
Nagle	David
Nahurski	Andrea
Napoli	Michael
Nations	Katherine
Navarro	Neomi
Naze	Christopher
Naze	Craig
Nearing	Patrick
Neff	Suzanne
Nelson	Heather
Nelson	Kasey
Nelson	Susan
Nemesi	Emily
Ness	Diane
Ness	Sharon
Neufeld-Griffin	Teri
Newhouse	Elise
Ngai	Lillian
Nguyen	Alyssa
Nguyen	Catherine
Nguyen	Kevin
Nguyen	Nguyen
Nguyen	Rich
Nguyen	Thuy
Nicholas	Timothy
Nicholl	Alicia
Nichols	Katherine
Nichols	Kelly
Nicola	Jill
Nicola	Michelle
Niebergall-Eltagonde	Christopher
Niebergall-Eltagonde	Keala
Nielsen	Nancy
Nims	Stephen

Last	First
Noble	Heather
Nogueira	Julia
Nohner	Nicholas
Noonan	Kristen
Nordstrom	Elizabeth
Nordwall Keller	Genevieve
Norgaard	Kasandra
Norman	Rebecca
Norquist	Melissa
Nossaman	Cali
Nowland	Sean
Nunn	Amy
Nutter	Jennifer
O'Barrow	Salaad
O'Brien	Jeanne
O'Connor	Jessica
O'Doherty	Megan
O'Hara	Mary
O'Leary	Alicia
O'Leary	Elizabeth
O'Leary	Megan
O'Loughlin	Emily
O'Neill	Juliana
O'Neill	Michael
O'Neill	Steven
O'Shanecy	Emelia
O'Toole	Carrie
Oates	Marie
Oeding	Emory
Oesterle	Carla
Olavarrieta	Jose
Oleson	Matthew
Olsen	Aaron
Olsen	Martin
Olson	William
Olson-Mosby	Holly
Olsson	Janet
Omey	Denise
Onnis	Nicola
Oppedisano	John
Orchard	Janell
Ordaz	Maggie
Ordway	Catherine
Ordway	Kirk

Last	First
Oriard	Colin
Orozco	Ana
Orr	Sofia
Ortega	Fanny
Ortiz	David
Ortiz	Esteban
Ortiz	Gloria
Ortiz	Melissa
Oser	Kayla
Oster	Cameron
Osuna Mondragon	Hector
Otero	Mijail
Otten	Michal
Owens	Jason
Owens	Jennifer
Pack	Daniel
Padua	Irynne
Pagenstecher	Aubrey
Palmer	Courtney
Palmer	Megan
Palmer	Ryan
Pan	Andrew
Parada	Renato
Parish	Graham
Parker	Catherine
Parker	Emily
Parker	Kira
Parker	Matthew
Parker	Sarah
Parker	Shoko
Parker	Trevor
Parks	Kylene
Parks	Laura
Patterson	Daniel
Patterson	Miles
Patterson de Tarr	Gavriel
Paul	Jessica
Paulson	Alex
Paxton-Williams	Katherine
Payne	James
Peacock	Valerie
Peake	Mary
Peake	Michelle
Pearl	Stephanie

Last	First
Pearson	Marie
Pearson	Melissa
Pedersen	Julie
Peerenboom	James
Pellegrin	Amy
Peloquin	Sara
Pennington	Phillip
Penoncello	Nicole
Peoples	Margarett
Pepperwood	Paige
Perez	Nahir
Perez Vargas	Celene
Perry	Ronald
Pesicek	Mindy
Peterka	Sky
Peters	Diana
Peters	Paul
Petersen	Ingrid
Petersen	Irene
Petersen	Maya
Peterson	Gabrielle
Peterson	Russell
Peterson	Stacy
Petraglia	Anthony
Pettit	Cara
Phan	Cristal
Phan Mende	Chau
Phillips	Maurice
Pier	Nathan
Pierce	David
Pierre	Patrice
Pierson	Benjamin
Pila Beltran	Wesme
Pill-Kahan	Lili
Pine	Michael
Pineo	Angie
Pinkston	Scott
Pinney	Suzanne
Piper	Shyla
Pires	Wendy
Pixley	Emily
Plank	Cynthia
Plaza	Linda
Plein	Michael

Last	First
Pluymers	Rochelle
Politte	Paula
Pollock	Sean
Polychronis	Thomas
Polzin	Amy
Ponz	Ana
Porter	Kelsey
Porter	Kristina
Porter	Patrisha
Porter	Peter
Post	Brian
Potestio	Michele
Powell	Charity
Powell	Iris
Prahl	Alexandria
Prahl	Isaac
Prakken	Jennifer
Pratt	Emily
Preble	Lynn
Prelosky	Madeline
Price	Evan
Priddy	Sarah
Pride	Lorelle
Proctor	Michelle
Puhvel	Peter
Putnam-Almaguer	Saaron
Qian	Kun
Qualey	Greg
Quigley	Julieanne
Quintana	Gabrielle
Quiros	Yailine
Rabe	Rheta
Raczek	Margaret
Rader	Jessica
Radler-Okby	Cynthia
Raffaele	Michael
Raisman	Elizabeth
Ramirez	Daniel
Ramos	Brenda
Ramos	Brigette
Ramsey	Melanie
Rangel	Gregorio
Rangel	Natalie
Ranjani	Krishnan

Last	First
Ransom	Christopher
Rasmussen	Maijah Ellisiv
Raspone	Sara
Rau	Coren
Rau	Elsbeth
Rawls	Brandon
Ray	Dawn
Ray	Rachel
Rebholz	Jill
Rebischke	Tammy
Rechner	Mary
Recht	Isabel
Recker	Laura
Redd	Bonnie
Reddekopp	Julianne
Redhead	Clare
Redmond	Cynthia
Redmond-Davenport	Kathleen
Reed	Brennon
Reed	Matthew
Reed	Nicole
Reese	William
Reeser	Ellen
Reeves	Jennifer
Refvem	Emilee
Rehm	Thomas
Reich	Rachel
Reid	Anne
Reid	Anne-Marie
Reid	Kathleen
Reinholt	Jeremy
Relaford	Rosemary
Remington	Erewyn
Renauer	Molly
Rentz	Gina
Revay	Akiko
Rey	Krista
Reynolds	Alix
Reynolds	Koll
Reynolds	Mark
Reynolds	Ordella
Rhoades	Trisha
Richards	Laurel
Richardson	Kevin

Last	First
Richman	Christian
Richman	Melissa
Riedel	Gavin
Riffel	Lisa
Riggs	Tyler
Riler	Gary
Rintoul	Richard
Rischiotto	Jean
Riscol	Nichole
Rishel	Jay
Rissetto	Kristina
Rittman	Michael
Ritzinger	Karen
Rivera	Toshiko
Rivera Coca	Evelyn
Robayo Trujillo	Gloria
Robb	Bonnie
Robbins	Amy
Roberts	Dawn
Roberts	Kenneth
Roberts	Ryan
Robertson	Elisabeth
Robertson	Heather
Robins	Emily
Robinson	Miles
Rocha	Michael
Rockness	Karen
Rockness	Tor
Rockwell	Melody
Roddis	JoAnna
Rodeback	Mary
Rodecap	Zachary
Rodgers	Victoria
Rodhe	Casey
Rodriguez	Ana
Rodriguez	David
Rodriguez	Kate
Rodriguez	Marisol
Rodriguez Marin	Cecilia
Rodriguez Salinas	Romina
Rodriguez-Adair	Ermila
Roix	Clair
Rolfe	Robin
Rolfe-Redding	Ian

Last	First
Romero-Corral	Juan
Rood	Jeffrey
Rooklyn	Miles
Roosevelt	Adam
Roosevelt	Kristen
Rosales	Laura
Rosario	Eduardo
Rose	Donald
Rosemus	Miranda
Roser	Jennifer
Roska	Jane
Rosoff	Stacy
Ross	Carmel
Ross	Rivkah
Rossington	Donald
Rosteck	Darlene
Roth	Alexandra
Rothery	Rebecca
Rothwell	Kristina
Routtenberg	Yael
Rowan	Christine
Rowe	Joseph
Rowey	Diana
Roy	Rosalyn
Rozell	Scott
Rozewski	Joseph
Rozman	Linda
Ruberte	Karina
Rudnick	Darcy
Rudolph	Benjamin
Rueppell	David
Ruhoff	Kathryn
Ruiz Riehl	June
Rundle	Kelly
Russell	Marie-Louise
Russell	Shannon
Russell	Susan
Ryan	Lori
Ryczek	John
Rydberg	Rebecca
Ryland	Justin
Sabga	Melissa
Safranek	Nicole
Sahler	Brian

Last	First
Sakai	Yuki
Salem	Aml
Salmon	Michael
Salvador	Joseph
Salvatore	Holly
Sammons	Kimberly
Sams	Marci
Sams	Markelle
Sanborn	Emily
Sanchez Marquez	Rosa
Sanders	Gretchen
Sandri	Shannon
Sanford	Quinn
Sansom	Merritt
Sapienza	Anna
Satoorian	Stephanie
Satter	Rachel
Sauer	Charles
Savage	Magdalene
Sawyer	Jessica
Saxe	Katharine
Sayler	Laura
Scantling	Jeanette
Schacker	Sarah
Schaedig	Liesl
Schalk	Bryan
Schar Becker	Angela
Schardt	E
Scheiman	Anne
Scheirer	Andrew
Scheller Fronk	Mackinsey
Scher	Alexis
Scherzinger	Jennifer
Schiavo	Stephanie
Schlegel	Elizabeth
Schlosser	Jessica
Schlottmann	Kelly
Schmidt	Andrea
Schmidt	Gillian
Schmidt	Jeremy
Schmidtke	Elizabeth
Schmuck	Kate
Schneider	Erika
Scholten	David

Last	First
Schopmeyer	Eric
Schreib	Zachary
Schroth	Andrew
Schulte	Tessalie
Schultz	Kristine
Schulze	Timothy
Schwartz	Alisha
Schweizer	Christopher
Schwing	Emilia
Scott	Josephine
Scott	Randy
Scott	Stacee
Scott	Sylvia
Scoville	Steven
Scrutchions	Gerald
Segurola	Sofia
Seifert	David
Selivanova	Anna
Selter	Sherron
Semeria	Monica
Sexton	Merry
Shalman	Seamus
Shanley	Kaeli
Sharp	Gwendolyn
Shaw	Cameron
Shaw	Clifford
Shaw	Sandra
Shay	Karen
Shea	Susan
Sheean	Molly
Shelton	Sarah
Shelton	Wendy
Shemer	Noah
Sherden	David
Sheridan	Brenna
Sheridan	Katherine
Sherman	Courtney
Sherman	Martha
Sherwood	Patrick
Shetler	Jeremy
Shipe	Ryan
Shippy	Lori
Shiryayev	David
Shoemaker	Kathryn

Last	First
Shore	Alla
Short	Andrea
Short	Richard
Shue	Robin
Shull	Danielle
Sichel	Kumar
Sides	Caprial
Siegel	Douglas
Siegel	Jennifer
Siegfried	Heather
Silenzi	Vicki
Sill-Turner	Brittany
Silvernail	Daniel
Simonetti	Leslie
Simonsen	Shelley
Simpson	Crystal
Sipes	Emily
Siprian	Daniel
Siri	Wendy
Sisk	Brian
Siu	Caroline
Skorohodov	Elizabeth
Sky	Anna
Skybak	Leslie
Skye	Lauren
Slater	Molly
Sletmoe	Gary
Sloan	Shawn
Slusher	Charles
Smetana	Shannon
Smith	Allison
Smith	Amy
Smith	Bridget
Smith	Bryan
Smith	Bryan
Smith	Christopher
Smith	Jason
Smith	Jennifer
Smith	Jhaizmine
Smith	Julie
Smith	Kimberly
Smith	Raya
Smith	Sarah
Smith	Steven

Last	First
Smith	Suzanne
Smith Sisbach	Heather
Smyth	Colleen
Sneed	Joseph
Snowadski	Andrea
Snyderbrown	Christopher
Sogo	Wakako
Solitaria	Michael
Sollman	Jennifer
Sooper	Justin
Sorcinelli	Jennifer
Sorensen	Andrew
Sorensen	Dena
Sorg	Kelly
Sossel	Richard
Soto	Jacob
Soto-Dairy	Angelina
Soulas	Kara
South	Marie
Souther	Lisa
Souza	Adam
Spain	Madelyn
Spann	Bobby
Spector	Lesley
Speer	Matthew
Speer	Natalie
Spieler Compton	Connie
Springfield	Suella
Springgate	Liza
St Amant	Anne
Staab	Matthew
Stafford	Dylan
Stahlecker	Michele
Standish	Cortney
Standley	Melissa
Stanfield	Shirley
Staples	Ashley
Stark	Anita
Starlinger	Arica
Starr	Leah
Startin-Hall	Randee
Stearns	Heather
Steel	Amy
Steeves	Amy

Last	First
Stegner	Alexander
Steinbach	Sonja
Stellpflug	Heather
Stelter	Amanda
Sten	Matthew
Stenger	Patrick
Steranko	James
Stevens	Christopher
Stevens	Heather
Stevens	Julia
Stevens	Julianne
Stevens-Krogh	Mary
Stinson	Christine
Stockstad	Kimberly
Stoffan	Jade
Stohl	Joshua
Stolte	Kayla
Stone	Carolyn
Stone	Jillian
Stone	Stephen
Stone	Zachary
Stonecipher	Geoff
Storm van Leeuwen	Janine
Stovall	Gloria
Straub	Mary
Streano	Anna
Street	Treasa
Stremming	Norman
Strobel	Michelle
Stroman	Kara
Stroup	David
Strube	Matthew
Studt	Ryan
Stuhlmuller	Paige
Sturges	Jeffrey
Sturges	Maren
Stutzman	Thomas
Su	Jianying
Suckow	RaeAnn
Sudermann	Richard
Suehiro	Jamie
Sullivan	Christine
Sullivan	Gwendolyn
Sullivan	Kathleen

Last	First
Sullivan	Lindsey
Sullivan	Nancy
Sumiya	Naomi
Sundberg	Kylea
Surits	Zoya
Sussman	Gabrielle
Sutter	Jeremy
Sutton	Hannah
Sutton	Jacqueline
Sutton	Jonathon
Swagerty	Julia
Swanson	Shawn
Swapp	Claudia
Sweeney	Michelle
Swehla	Eric
Swerdlik	Anthony
Swinehart	Timothy
Switalla	Craig
Sykes	Carolyn
Sylvester	Tara
Szabo	Heather
Szok	Ann Marie
Tabshy	Joshua
Talerico	Frank
Talerico	Tracie
Tamez	Noel
Tanner	Gabrielle
Tapio	Katharine
Taramasso	Amy
Tarnowski	Ivan
Tate	Raymond
Tatone	Jennifer
Taya	Minori
Taylor	Kari
Taylor	Pamela
Tegethoff	Lisa
Tellez-Gomez	Elsa
Tello	Gabriela
Tetrick	Allison
Tew	Stacie
Tews	Nicole
Tharp	Jonathan
Thayer	Marla
Thiel	Elizabeth

Last	First
Thomas	Brenda
Thomas	Christina
Thomas	Erin
Thomas	Jennifer
Thomas	Jeremy
Thomas	Paige
Thompson	Christina
Thompson	Jeffrey
Thompson	Nicholas
Thompson	Raeann
Thompson Ponti	Haley
Thomsen	Dardn
Tilgner	Jered
Tillery	Mary
Tilt	Amy
Timmerman	Christian
Timmons	Kirsten
Tischleder	Bree
Tobler	Kalin
Todd	Rachel
Todd	Trevor
Todd	Trisha
Tofanelli-Dougherty	Moira
Tofel	Anna
Tolentino	Heidi
Toohey	Caitlin
Toole	Joshua
Torain	Heather
Toren Hrin	Melissa
Torres	Samantha
Tosh	Cynthia
Tovar Valdes	Nayibe
Tovey	Griffith
Towne	Randall
Tracy	Elizabeth
Tran	Ailien
Tran	Connie
Tran	LeDung
Tran	Lien
Trapido	Sarah
Trask	Samantha
Travers	Carolyn
Trezise	Maxwell
Trinchero	Nadine

Last	First
Trinh	Hung
Triplett	Tara
Triplett	Tearale
Trotter	David
Trovillion	Noelle
True	Jason
True	Michael
Truman	Kirsten
Truong	Veronique-Thu
Truong	Yen
Tucker	Catherine
Tuggle	Brooke
Turley	Janine
Turner	Theresa
Turner	Valerie
Twiss	Daniel
Tyler	Sid
Uchida	Sumiko
Underwood	Barbara
Urbina	Lonzo
Usselman	Nathan
Ustach	Thomas
Valdes	Adriana
Valenti	Michael
Valentine	Mark
Van Clock	Lisa
Van Dam	Jane
Van Egeren	Sara
Van Kopp	Jennifer
Van Lehman	Gayle
Van de Water	Allen
Vance	Breana
Vancleve	Madonna
Vandeventer	Simeon
Vang	Pao
Vann	Jonquil
Vasey	Vicky
Vaterlaus	Meredith
Vaughn-Edmonds	Holly
Vausberg	Joanna
Vavrusa	Alyssa
Vega-Juarez	Natalie
Velasquez	Erik
Velez	Ana

Last	First
Verbon	Nicholas
Vercher	Jonalee
Verissimo	Britney
Vinger	Dana
Virlouvet	Ellie
Vogel	Jonathan
Vogel	Monica
Vogl	Clifton
Volponi	Catherine
Volsky	Lyubov
Von Ahn	Rochelle
Vorasai	Kim
Vrana	Maria
Vuong	Alisa
Wacker	Eric
Wadnizak	Mark
Wager	Wendy
Wages	David
Wagner	Jessica
Wagner	Kimberly
Wagner	Rebecca
Wagner	Sarah
Wahl-Stephens	Jeremy
Wahl-Stephens	Lauren
Waiwairole	Poeko
Walden	Sarah
Walker	Coral
Walker	Derrell
Walker	John
Walker	Joseph
Walker	Molly
Walker	Phillip
Walker	Susanna
Walker-Byrne	Margaret
Wall	Helen
Wallace	Candor
Wallace	Kristin
Wallace Sosa	Jacquelyn
Waller	Michael
Walmer	Steven
Walrod	John
Walrod	Julianne
Walsh	Bridget
Walsh	John

Last	First
Walters	Rhonda
Wang	Mo
Warner	Mark
Washington	Andre
Washington	Kenneth
Wasiak	Meghan
Wasinger	Nettajane
Wasserstrom	Pesha
Wasson	Shannon
Waters	Bradley
Waterworth	Tammy
Watkins	Mary
Watson	Christopher
Watson	Nathan
Waymire	Kerrie
Weatherill	Megan
Webb	Abigail
Weber	Chris
Weber-Welch	Amanda
Weed	Shoshana
Weesner	Lurena
Weidner	Paula
Weigandt	Elise
Weinberg	Kenneth
Weiner	Joshua
Weir-Mayorga	Willow
Welle	Alexa
Weller	Stephen
Wellington	Cory
Wellington	Elin
Wendel	Kara
Wenger	Melissa
Werbel	Jessica
Werschkul	Kelly
West	Kimberly
West	S
West	Tara
Whatmore	Ellen
Wheeler	Christen
Wheeler	Rhonda
Wheeler	Shawna
Whisler	Casey
Whisnand	Megan
Whitaker	Jennifer

Last	First
Whitaker	Julie
White	Benjamin
White	Laura
White	Linda
Whitewolff	Steven
Whitt Smith	Wintry
Wich	Katherine
Wiesner	William
Wilde	Rose
Wilebski	Katy
Wilkins	Jayme
Wilkinson	Jack
Wilkinson	Marrla
Williams	Alexander
Williams	Ciara
Williams	Erin
Williams	Halla
Williams	Jamie
Williams	Kianne
Williams	Lori
Williams	Michael
Williams	Nathaniel
Williams	Todd
Willis	Emily
Willis	Kernan
Wilson	Clementine
Wilson	Courtney
Wilson	Daniel
Wilson	Gina
Wilson	Holly
Wilson	John
Wilson	Kimberlee
Wilson	Reuben
Wilson	Samuel
Wilson	William
Windle	Lilly F
Winicki	Frank
Winkler	Amanda
Winkler	James
Winn	Elaine
Winterbower	Ryan
Wirtheim	Taylor
Wisher	Tracy
Wixon	Benjamin

Last	First
Wolfe	Catherine
Wolfe	Joshua
Wolfer	MaLynda
Wolfer	Stephanie
Wolff-Myren	Desiree
Wolfstone	Anne
Wong	Elisa
Wood	James
Woodhouse	Leslie
Woods	Cari
Woods	Tanan
Wozniak	Regan
Wray	Jessica
Wright	Julie
Wright	Katherine
Wutzke	Karen
Yago	Ernest
Yagolnikov	Reyanna
Yang	Xiaonan
Yarne	Lynn
Yeager	Jesse
Yenni	Christine
Yin	Aiyun
Yocum	Katherine
Yoder	Nathan
Yoder	Nicholas
York	Anna-Sophia
Yoshida	Lainie

Last	First
Young	Gerald
Young	Megan
Younie	Gail
Yovu	Christine
Yu	Beyoung
Yu	Chiung-Chen
Zadoff	Dina
Zambrano	Kerry
Zapeta	Kedin
Zelazek	Daniel
Zeller-Williams	Lavonna
Zena	Dr
Zepeda Martinez	Heidi
Zhang	Xiaolan
Zhu	Yuan
Ziady	Joshua
Zibelman	Michael
Ziehl	Loan
Zimmer	Sarah
Zimmerman	Alexander
Zimtbaum	Mark
Zipp	Kathleen
Zivkovic	Marcela
Zizzo	Charles
Zook	Daren
de Boer	Jennifer
de Boer	Katrina
dela Houssaye	Philip

RESOLUTION No. 6871Election of Contract Administrators**RECITAL**

On the advice of the Chief Human Resources Officer, the Superintendent recommends the following probationary administrators who have been employed as regularly appointed administrators for three successive school years are elected as Contract Administrators.

RESOLUTION

The Board of Education accepts the Superintendent's recommendation and by this resolution hereby elects the following persons as Contract Administrators and extends the employment contracts of the following persons until June 2025, subject, according to the employment terms and conditions set out in the standard District contract.

Last	First
Ahmann	Tiana
Alvarado	Sarah
Ayala	Nicole
Bancroft	Cinnamon
Barron	Emily
Bromberg	Anthony
Brown-Warrens	Traniece
Buno	Jerry
Collins	Diana
Cota	Danielle
Dillingham	Angela
Ditto	Lisa
Earle	Heidi
Edwards	Katrina
Freeman	Maria Roma
Green	TaLisa
Gregory	Garin
Guzman	Marquita
Hunt	Jill
Interian Ucan	Isidro
Jefferson	Camedra
Kidd	Karina
LaCarrubba	Christopher
Langdahl	Alaina
Makara	Jamie
Meline	McKenzie
Meyer	Kristen
Olivas	Ambar
Pierce	Nancy
Rue	Margaret

Last	First
Silvas	Christopher
Strickler	Michelle
Wardrop	Shannon
West	Kerri

RESOLUTION No. 6872Election of Second Year Probationary Administrators**RECITAL**

On the advice of the Chief Human Resources Officer, the Superintendent recommends the following persons serving in administrative positions are elected as Second Year Probationary Administrators.

RESOLUTION

The Board of Education accepts the Superintendent's recommendation and by this resolution hereby elects as Second Year Probationary Administrators for the 2024-2025 school year the following persons, according to the employment terms and conditions set out in the standard District contract.

Last	First
Adams	Melodie
Armendariz	Febe
Boschma	Alan
Dunn	Melissa
El Youssef	Rosemarie
Essex	Elizabeth
Eto-Tharp	Stacy
Ferguson	Aaron
Flores	Wilfredo
Gervais	Amy
Gunderson	Katie
Harrison	Jonathan
Harrison	Melanie
Hughes	Christianne
Jara	Luis
Johns	Kimberly
Johnston	Derek
Lilla	Darren
McClellan	Claudia
Molina Velasco	Martha
Nguyen	Thai
Presley	Rebecca
Ramos	Jesus
Re-Bloom	Dana
Siel	Donald
Smith	Casey
Stiles	Dana
Twiss	Ian
Voelker	Jamie
Vu	Rose
Wicker	Tarehna

Last	First
Williams	Willie
Yates	Rochelle
Zuniga	Adriana

RESOLUTION No. 6873**Election of Third Year Probationary Administrators****RECITAL**

On the advice of the Chief Human Resources Officer, the Superintendent recommends the following persons serving in administrative positions are elected as Third Year Probationary Administrators.

RESOLUTION

The Board of Education accepts the Superintendent's recommendation and by this resolution hereby elects as Third Year Probationary Administrators for the 2024-2025 school year the following persons, according to the employment terms and conditions set out in the standard District contract.

Last	First
Angell	Amy
Castillo	Martin
Collazo-Santiago	Pilar
Crum	Spencer
Dao	Phu
Doan	Thu-Tam
Ellis	Elizabeth
Ezzell	Li
Franco	Jon
Gillis	Dawn
Gorbett	Noelle
Greer	Trevor
Hallabrin	Morgan
Hollingshed	Odie
Hudson	Karla
Kelleher	Tyler
Kelly	Elizabeth
Kitchens	Suezann
McCloskey	Christyn
McKinney	Yolanda
Melcher	Katie
Murr	Gillian
Nolan	Michael
Pape	Steven
Pearson	Mary
Rafferty	Philip
Rodgers	Grace
Russell	Jessica
Sauer	Kellie
Sauers	Michael
Shelton	Drake
Shurtliff	Kelli

Last	First
Soto	Darcy
Thompson	Heather
Tiffany	Ethan
Tobin	Joanna
Willis	Sonya
York	Michelle

RESOLUTION No. 6874Contract Extension for Administrators**RECITAL**

On the advice of the Chief Human Resources Officer, the Superintendent recommends that the employment contracts of the contract administrators listed below be extended.

RESOLUTION

The Board of Education accepts the Superintendent's recommendation and by this resolution hereby extends the employment contracts of the following persons until June 2025, subject to the employment terms and conditions contained in the standard form contract approved by the legal counsel for the District.

Last	First
Adams	Allison
Altman	Jill
Amor	Olgamar
Anderson	Jennifer
Armendariz	Debora
Bacon	Michael
Berg	Eryn
Berry	Rebecca
Bourland	Tara
Brant	Alyson
Brida	Christopher
Bryant	Jill
Carbone	Jeandre
Corona	Gabriel
Flamoe	Sabrina
Froehlich	Deanne
Galloway	Kathryn
Garrido	Celina
Gassert	Crystal
Gerber	Amber
Gianotti	Maria
Glasgow	Emily
Goldstein	Matthew
Granby	Kristina
Gregoricka	Gary
Hawking	Lisa
Holm	David
Hristic	Filip
Huggins	Elise
James	Cheryl
Jeans	Jonathan

Last	First
Johnson	Niki
Johnson	Seth
Johnson	Travis
Karsten	Kristy
Keefer	Benjamin
Keller	Benjamin
Kieffer	Cynthia
Kruger	Diana
Lathan	Chrysanthius
Lefferts	Karly
Lewis	Christopher
Liddle	Jill
Mahlum	Elizabeth
Martin	Elizabeth
Martinez	David
McMillen	Alicia
Munoz Nabielski	Risa
Murer	Michelle
Naegele	Zulema
Nelson	Bethany
Newlyn	Lisa
Nusom	Angela
Pakseresht	Kaveh
Parman	Kristan
Peeler	Jeffrey
Robertson	Blake
Roepel	Jason
Roosevelt	Scott
Sandilands	Mark
Schachner	Melissa
Seidel	Teresa

Last	First
Self	Denise
Shriki	Rina
Skelly	Claire
Skyles	Adam
Sun	Regina
Turner	Tina
Van Der Wolf	Pamela
Vawter	Julie
Vimegnon	Harriette
Wall	Scott
Waters	Jeffrey
Whitehouse	Maxwell
Williams	Karmin
Wilson	Curtis
Wilson	Elizabeth
Woods	Patrice

RESOLUTION No. 6875

Settlement Agreement

The Board authorizes the General Counsel to enter into a settlement agreement of certain tort claims brought against the District in a form approved by the General Counsel.



Index to the Minutes

(Adopted 7/9/24)

Special Meeting

March 12, 2023

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/KHoi3RjDHbA?si=SF5MI5zKCXtBGckg>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: Chair Gary Hollands

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RESOLUTIONS

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6861 (B*)	Resolution to Address Unanticipated Lost Instructional Time and Use of ODE Permission and Exemption for the 2023-24 School Year	402

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

Agenda

<i>Time Started</i>	<i>Agenda Title</i>
5:38 pm	Resolution to Address Unanticipated Lost Instructional Time and Use of ODE Permission and Exemption for the 2023-24 School Year (Resolution 6861)
6:19 pm	Adjourn

Student and Public Comment

Resolution to Address Unanticipated Lost Instructional Time and Use of ODE Permission and Exemption for the 2023-24 School Year (Resolution 6861)

- Nicole Kemper

Action Items

- **Resolution to Address Unanticipated Lost Instructional Time and Use of ODE Permission and Exemption for the 2023-24 School Year (Resolution 6861 B*)**

Director Wang moved and Director Sullivan seconded the motion to approve Resolution Number 6861 as amended. The motion was put to a voice vote and passed (5 yes – 1 no).

Director Julia Brim-Edwards: No, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Absent, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

Subsidiary Motions:

Director Scott moved and Director Sullivan seconded the motion to amend Resolution 6861 to remove the reduction of recess by 15 minutes. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Absent, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

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

RESOLUTION No. 6861 B

**Resolution to Address Unanticipated Lost Instructional Time and Use of ODE Permission and Exemption
for the 2023-24 School Year**

RECITALS

- A. OAR 581-022-2320 Required Instructional Time requires all school districts to ensure that at least 92% of all students in the district and at least 80% of all students at each school operated by the district are scheduled to receive annually the minimum hours of instructional time:
 - a. Grade 12 - 966 hours;
 - b. Grades 9-11 - 990 hours; and
 - c. Grades K-8 - 900 hours.
- B. Schools across the District were closed due to inclement weather for three hours on Friday, January 12, 2024. In addition, all schools were closed Tuesday, January 16, through Friday January 19, 2024, for severe inclement weather. As a result of these closures, all students in Kindergarten will not meet the 900 hours and will be short 17 hours. Seniors across the District will be short up to 24 hours.
- C. In addition, all students at Jefferson, including seniors, could not attend school on November 27, 2023, due to a water main break and had to leave the area on February 7, 2024, because of poor air quality from a fire at a nearby building, resulting in a total of a loss of seven additional hours of instructional time. Both Jefferson and McDaniel have a fixed eight-period schedule, which also slightly reduces instructional time over the course of the school year.
- D. To recover instructional hours for high school senior students, the District will increase the instructional time for seniors by making the SAT day a full instructional day, which will add two hours; and the District will add one day to the senior calendar on May 31, which will provide at least five and a half hours of instructional time. Even with the add back of the SAT day and May 31, most high schools will be short ten hours, McDaniel will be short 16 hours, and Jefferson will be short 23 hours from the required 966.

RESOLVED

- 1. The Board of Education hereby approves the adding of additional instructional time for elementary and high school students as recited above.
- 2. To the extent needed to make up hours at PPS schools to meet the minimum required by the Oregon Department of Education (ODE) under OAR 581-022-2320, the Board authorizes the District to apply for permission to count 14 hours of missed instructional time due to emergency school closure from ODE pursuant to OAR 581-002-0035(4).
- 3. For Jefferson High School and McDaniel High School seniors to meet minimum instructional hours, the Board further approves use of OAR-581-022-2320 Required Instructional Time Exemption (6) for staff professional development to be counted towards the minimum hours, which are expected to be nine and two hours, respectively.



Index to the Minutes

(As adopted 4/24/24)

Special Meeting

March 19, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/oe6i-8f3PUo?si=iS-S6KubrKYe5oEb>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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Agenda

<i>Time Started</i>	<i>Agenda Title</i>
6:06 pm	Consent Agenda (Resolutions 6876 through 6880 & 6882)
6:10 pm	Resolution Authorizing Improvements to and an Appropriation for the Roosevelt Grandstands and an Appropriation for the McDaniel Field House (Resolution 6881)
7:00 pm	Budget Work Session with the Community Budget Review Committee (CBRC)
8:21 pm	Adjourn

Student and Public Comment

None

Action Items

- **Consent Agenda – Resolutions 6876 through 6880 & 6882**

Director Scott moved and Director Brim-Edwards seconded the motion to approve the Consent Agenda, including Resolutions 6876 through 6880 & 6882. The motion was put to a voice vote and passed (6 yes – 0 no – 1 abstain)

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Abstain, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6881 – Resolution Authorizing Improvements to and an Appropriation for the Roosevelt Grandstands and an Appropriation for the McDaniel Field House**

Director Brim-Edwards moved and Director Wang seconded the motion to approve Resolution 6881. The motion was put to a voice vote and passed (6 yes – 1 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: No, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

RESOLUTION No. 6876**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
Damac and Associates Clean LLC	3/20/24 through 3/19/27	Flexible Services Contractor Pool FSCP 94694	Provide enhanced cleaning services on an as-needed basis. Request for Proposals 2023-050	\$1,000,000	D. Jung Funding Source Varies	No
Township United Building Service	3/20/24 through 3/19/27	Flexible Services Contractor Pool FSCP 94688	Provide enhanced cleaning services on an as-needed basis. Request for Proposals 2023-050	\$1,000,000	D. Jung Funding Source Varies	No
Frontline Facilities Management	3/20/24 through 3/19/27	Flexible Services Contractor Pool FSCP 94689	Provide enhanced cleaning services on an as-needed basis. Request for Proposals 2023-050	\$1,000,000	D. Jung Funding Source Varies	MBE
Suburban Supply Inc. dba Cascade Building Services	3/20/24 through 3/19/27	Flexible Services Contractor Pool FSCP 94685	Provide enhanced cleaning services on an as-needed basis. Request for Proposals 2023-050	\$1,000,000	D. Jung Funding Source Varies	No
Standard Supply Co.	3/20/24	Purchase Order PO 167987	Purchase of full flow water filters for District-wide use. Quotes	\$210,410	D. Jung Fund 101 Dept. 5553	No
eBuilder Incorporated	4/1/24 through 3/31/28 Option to renew for up to two additional one-year terms through 3/31/30	Digital Resource DR 94662	License subscription to eBuilder platform for Facilities and Office of School Modernization use. Special Class Procurement – Software/Hardware Maintenance and Upgrades PPS-47-0288(11)	Original Term: \$1,228,386 Total through all renewals: \$1,938,546	D. Jung Funding Source Varies	No
NIS Consulting, Inc.	4/1/24 through 12/30/29	Personal Services PS 94769	Staff augmentation on PPS Technology bond activities. Direct Negotiation – Ongoing, long-term relationship of knowledge and trust PPS-46-0525(3)	\$7,294,950	D. Jung Fund 459 Dept. 5511	No
Advocates for Youth	3/20/24 through 11/11/24	Personal Services PS 94812	Develop lessons that cover sexuality education standards for K-5. Sole Source	\$800,000	C. Proctor 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

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Multnomah County	7/1/22 through 6/30/25	Intergovernmental Agreement IGA 94770	Provision of SUN Community Schools services and programming and Early Kindergarten Transition Program at multiple District sites.	\$3,610,166	R. Adams Funding Source Varies

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business
Office of General Counsel Network, LLC	3/20/24 through 12/31/24	Legal Services LS 94040 Amendment 1	Contracted General Counsel services. This amendment adds funds to the contract and extends the end date by six months. Direct Negotiation – Legal Services PPS-46-0525(13)	\$180,000 \$360,000	L. O'Dell Fund 101 Dept. 5460	WBE
CDR Labor Law	3/20/24 through 6/30/25	Legal Services LS 94009 Amendment 1	Contracted legal services on an as-needed basis. This amendment adds funds to the contract. Direct Negotiation – Legal Services PPS-46-0525(13)	\$140,000 \$440,000	L. Large Fund 101 Dept. 5460	No
Miller Nash, LLP	3/20/24 through 6/30/25	Legal Services LS 93702 Amendment 1	Contracted legal services on an as-needed basis. This amendment adds funds to the contract. Direct Negotiation – Legal Services PPS-46-0525(13)	\$140,000 \$490,000	L. Large Fund 101 Dept. 5460	No
Talbot, Korvola, and Warwick, LLP	3/20/24 through 3/31/25	Personal Services PS 85008 Amendment 3	Financial auditing services. This amendment adds funds and extends the end date by one year. Request for Proposals 2013-1607	\$279,000 \$2,790,900	M. Leigh Fund 101 Dept. 5520	No

New encumbered contracts: \$13,054,072

On-call, potential spend contracts: \$4,000,000

Amendments: \$739,000

RESOLUTION No. 6877Authorization for Off-Campus Activities**RECITAL**

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

RESOLUTION

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

AUTHORIZATION FOR OFF-CAMPUS ACTIVITIES

Date(s)	School, Course, and Number of Students	Purpose of Travel	Travel Destination	Estimated Cost	Equitable Field Trip Fund; %
3/21-3/30/24	Wells HS Baseball, 36	Team building, tournaments, college visit	CA	\$1200	N/A
3/23-3/28/24	Cleveland HS Baseball, 14	Team building, college visit	AZ	\$1600	N/A
3/24-4/8/24	Tubman/Harrison Park, Mandarin DLI, 29	Use Mandarin language skills & cultural knowledge to navigate a variety of contexts	Taiwan	\$2900	N/A
4/5-4/8/24	Wells HS Band, 60	Music workshop w/ Disney conductor	CA	\$1000	N/A
4/18-4/21/24	Jackson Choir, 34	Perform & be evaluated per national choral standards, watch & listen to other choir groups	CA	\$1200	N/A

RESOLUTION No. 6878

Authorizing the Board of Education's Real Estate Work Group to Provide Direction to Portland Public Schools Staff as Described in Resolution No. 6778 related to a potential Lease of the Whitaker-Adam site to Albina Sports Program

RECITALS

- A. On October 10, 2023, the Portland Public Schools Board of Education adopted Resolution No. 6778, which instructed the District to take certain steps to provide the Board information about a potential District lease of the Whitaker-Adam site to Albina Sports Program and exploration of the feasibility of planning and building the Albina Sports Complex.
- B. Resolution No. 6778 also requires the Vice Chair to recommend and the Board members (other than Chair Hollands) to approve three Board members to serve as a Board's real estate work group to provide guidance to staff.,

RESOLVED

The Portland Public Schools Board of Education hereby authorizes Director Herman Greene, Director Eddie Wang, and Director Patte Sullivan to serve as the Board's real estate work group to give direction to staff on matters identified in Resolution No. 6778.

RESOLUTION No. 6879

Self-Certifying an Increase in the Federal Micro-Purchase Threshold under 2 CFR 200.320 to Be Consistent With Procurement Thresholds Authorized Under Oregon Law and Delegating the Authority to the Superintendent to Approve and Issue the Annual Self-Certification in Future Fiscal Years

RECITALS

- A. The Board of Directors of Portland Public Schools, Multnomah County School District No. 1J, Multnomah County, Oregon (the "District"), acts as the Local Public Contract Review Board (the "Board") pursuant to ORS 279A.060.
- B. ORS 279A.065 empowers public contracting agencies to adopt rules of procedure for public contracts, and the District has adopted such rules (the "2024 Rules").
- C. ORS 279B.065 authorizes a public contracting agency such as the District to award a public contract for goods and services that does not exceed a contract price of \$25,000 in any manner that agency deems appropriate, including by direct negotiation. The 2024 Rules incorporate this statutory authority under PPS 47-0265
- D. ORS 279A.055 authorizes local public contracting agencies such as the District to adopt their own rules for personal services contracts and ORS 279B.050 authorizes a local contracting agency to adopt ORS Chapter 279B as the procurement rules for local personal services contracts. The 2024 Rules set the procurement threshold for direct negotiation of personal services contracts under PPS 46-0525 at \$75,000 or less.
- E. ORS 279C.110(10) authorizes direct negotiation of architectural, engineering, photogrammetric mapping, transportation planning or land surveying ("design services") contracts where the fees for a project do not exceed \$100,000. The 2024 Rules adopt this procurement threshold for direct negotiation of design services contracts under PPS 48-0200.
- F. ORS 279C.335(1)(c) authorizes direct negotiation of public improvement contract with a value of less than \$25,000. The 2024 Rules adopted this standard under PPS 49-0155
- G. From time to time, the District purchases goods and services, personal services, design services, and public improvement services using federal funding subject to the procurement standards for non-federal entities in 2 CFR Part 200, Subpart D (the "Federal Rules").
- H. The Federal Rules contain an authorization in 2 CFR § 200.320(a)(1) that allows a non-federal entity to award micro-purchases without soliciting competitive price or rate quotations subject to certain information and documentation. The micro-purchase threshold is currently set at \$10,000 or less, depending on the type of contract. 48 CFR pt 2, subpt 2.1.
- I. Under 2 CFR § 200.320(a)(1)(iv), a non-federal entity may self-certify on an annual basis a micro-purchase threshold not to exceed \$50,000 and maintain documentation to be made available to a federal awarding agency and auditors in accordance with 2 CFR § 200.334.
- J. Under 2 CFR § 200.320(a)(1)(iv), such self-certification must include (1) a justification for the threshold, (2) a clear identification of the threshold, and (3) supporting documentation, which, for public institutions, may be a "higher threshold consistent with State law."
- K. For uniformity of application and to avoid confusion and error, the Board deems it advisable to adopt higher micro-purchase thresholds for goods and services, personal services, design services, and construction services than those identified in 48 CFR § 2.101 in an amount authorized by state law.
- L. For ease of administration, the Board also deems it advisable to delegate the authority to the superintendent or the superintendent's designee to issue the annual self-certification in future fiscal years. This delegation of authority shall continue unless and until one or more of the state procurement thresholds cited above are amended or the micro-purchase thresholds under the Federal Rules are modified to be equal to or greater than the state procurement thresholds cited above.

RESOLUTION

1. For the reasons set forth in the recitals, the Board hereby self-certifies a micro-purchase threshold under 2 CFR § 200.320(a)(1)(iv) for goods and services, personal services, and design services of \$25,000 or less, and for public improvement contracts of less than \$25,000, as authorized under the state statutes cited in the recitals.
2. This self-certification shall become effective upon adoption of this resolution and expires on June 30, 2024. Thereafter, the Board delegates to the superintendent or the superintendent's designee the authority to issue the annual self-certification for subsequent fiscal years, subject to the limitation set forth in the recitals.
3. In the event that the District receives funding from a federal grantor agency that adopts a threshold more restrictive than those contained herein, the District shall comply with the more restrictive threshold when expending such funds.
4. This self-certification and future self-certifications shall not be applicable to federal financial assistance awards issued prior to November 12, 2020, including financial assistance awards issued prior to that date under the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 (Pub L No 116-136, 134 Stat 281).
5. The District shall maintain documentation to be made available to a federal awarding agency, any pass-through entity, and auditors in accordance with 2 CFR § 200.334.

RESOLUTION No. 6880

Students Requesting Exemption from PE State Requirement

RECITALS

- A. In accordance with OAR 581-022-1910, Portland Public Schools may excuse students from a state required program or learning activity, where necessary, to accommodate students' disabilities or religious beliefs.
- B. Approval of the exemption shall be based upon and shall include:
 - 1) A written request from the student's parent or guardian or the student, if that student is 18 years of age or older or a legally emancipated minor, listing the reasons for the request and a proposed alternative for an individualized learning activity which substitutes for the period of time exempt from the program and meets the goals of the learning activity or course being exempt;
 - 2) An evaluation of the request and approval by appropriate school personnel (the alternative should be consistent with the student's educational progress and career goals as described in OARs 581-022-1670 and 581-022-1510).
- C. Following approval by Portland Public Schools Board of Education, and upon completion of the alternative, credit shall be granted to the student.

RESOLUTION

- 1. Be it resolved that the Board of Education approves five Portland Public Schools high school students to be granted exemption from the state PE requirement.
- 2. In accordance with OAR 581-022-1910, all students have a physician statement that documents their specific physical limitation as it relates to this requirement, as well as a written state of agreement from their parent/guardian. All students will replace the PE credit requirement with alternative coursework as required.

RESOLUTION No. 6881

Resolution Authorizing Improvements to and an Appropriation for the Roosevelt Grandstands and an Appropriation for the McDaniel Field House

RECITALS

- A. Roosevelt High School was one of the first PPS high schools to be redesigned and modernized and was one of the PPS high schools that was not gifted a new track and field or stadium with PPS funds, instead it raised its own funds to cover the majority of the track and field cost. As a result of the lack of funding and support, the Roosevelt community gave up its baseball seating to provide limited seating for the track and field grandstands with the promise of having baseball seating added when additional funds were available. To date that has not happened in terms of either grandstand or baseball seatings. The Roosevelt High School band sits on the track to play during games because there is not room in the stands for them.
- B. The existing **Roosevelt High School grandstands** have an approximate 800-person capacity. Improvements to the grandstands were not included in the RHS modernization when it re-opened in 2017. As PPS has marched forward modernizing its high schools, and athletic tracks and fields located on PPS property, most if not all have benefitted from new, enhanced grandstand capacity; it's time we made things right for the RHS community and give it a grandstand that is comparable to all the other schools in the PPS district.
- C. District staff has assessed the request by the Roosevelt community to increase the grandstands capacity to 1,500 for home spectators and to add 800 visitor seats on the opposite side of the field. The requested scope includes expansion of the existing home bleachers from 800 seats to 1,500 seats, the installation of a visitors' bleacher section with a seating capacity of 800 seats, and added secure storage under the existing home bleachers. The proposal would also add approximately 6,000 SF of building area for use as storage under the bleachers. This would require demolition of the existing concession building located adjacent to the home bleachers. The proposed project will require a Type III Conditional Use review.
- D. The new McDaniel Fieldhouse, initiated in 2019, is a 5000 sq. ft metal building designed for indoor training, practice, game simulation and clinics for all McDaniel high school and youth sports. Features include wall-to-wall synthetic turf, heating and insulation, bright LED lighting, four batting cages, garage-style doors and security doors. It was finished with landscaping, paver walkways and pad areas; however, the community has yet to gain occupancy due to an outstanding construction/installation balance.
- E. This was a challenging four-year project with excess permitting and engineering costs due to the handoff from the Fortis remodel, COVID delays and significant construction inflation. There were \$131,000 in unanticipated vendor costs, e.g., permits, turf, architect, etc. The Madison/McDaniel Alumni Association, a 501(c)(3) non-profit organization and the McDaniel community raised more than \$400,000 for this project. Over 450 alumni donated to the project and several businesses donated labor and materials to support this community project. For the McDaniel community, it was a significant capital campaign.
- F. Of the \$683,000 total cost to build the fieldhouse, there is a final \$247,000 payment for final construction and installation work that must be made before occupancy can be granted. The 2024 Spring sports season started February 26, 2024.
- G. This will be an asset worth approximately \$1.4-\$1.6 million owned by PPS; for a small capital investment, it can be opened immediately for the use of McDaniel student athletes, a community that has been historically underserved by PPS.

RESOLVED

- 1. To provide the Roosevelt community and its teams and student athletes with an equitable stadium experience, the Board authorizes the expenditure of capital funds not to exceed \$2.5M to increase the capacity of the Roosevelt grandstands by 1500 seats. The additional 800 seats for the visitors and the structure beneath the stands will be considered in the potential 2024 bond project.

2. So that the completed McDaniel Fieldhouse Project is available to McDaniel student athletes and teams in time for the 2024 Spring sports season, the Board authorizes the expenditure of capital funds not to exceed \$247,000 for a final construction and installation payment to be made immediately.

RESOLUTION No. 6882Resolution to approve a timeline for the Superintendent Search for Portland Public Schools

The Portland Public Schools Board of Education approves the following timeline for the Superintendent Search:

Activity	Date(s)
Planning Meetings	February 21 through March 5
Board 1:1s	February 28 through March 6
Engagement Period	March 7-22
Agreements/Planning around 2 nd Round Interview Process	TBD, mid-March
Vacancy Window Opens	March 15
Online Survey Window	March 18-22
Board Meeting “Next Superintendent Criteria” • Public Comment • First Review and Board Discussion	April 2: 5:00pm
Board Meeting • Public Comment • Adopt Next Superintendent Criteria • Discuss Salary Range	April 9: 6:00pm
Vacancy Window Closes	April 19
Preliminary Interviews with Consultants	April 24-26
Board Accesses Applications	April 27
Slate Meeting (<i>Virtual, Executive Session</i>)	May 4: 1:00pm
First Round Interviews with Board (<i>Virtual, Executive Session</i>)	May 13
Selection Activities with Community, Families, Staff, Students	May 28 through May 31
Second Round Interviews with Board (<i>In-person, Executive Session</i>)	May 28, 30, 31: 5:30 - 9:00 pm
Board Deliberation	June 1, 9:30 am
Special Board Meeting: Public Announcement	Second week of June
New Superintendent Assumes Duties	July 1 or as soon thereafter as practicable



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(Adopted 4/2/24)

Regular Meeting

April 02, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/5jXrUYzr5-8?si=8HP2LhmCqHkahdxe>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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Agenda

Time Started	Agenda Title
6:10 pm	Called to Order by Board Chair Gary Hollands
6:12 pm	César Chávez Music Program
6:18 pm	Recognizing Benson Girls and Roosevelt Boys Basketball Teams
6:58 pm	Superintendent's Report
6:59 pm	Student Representative's Report
7:05 pm	Student Comment
7:18 pm	Second Reading of a Policy - Class Size Policy 3.10.031-P (Resolution 6890)
7:26 pm	Public Comment
7:38 pm	Board Committee and Conference Reports, and Superintendent Search Update
7:39 pm	Review Draft Superintendent Criteria - Public Comment Accepted
7:49 pm	Update: Jefferson High School Modernization
8:16 pm	First Reading of Policies
9:14 pm	Consent Agenda: Resolutions 6883 through 6889, and 6891 through 6893
9:15 pm	Comments from our Union Partners
9:28 pm	Adjourned by Board Chair Gary Hollands

Student and Public Comment

General Student Comment:

- *Alice D.*
- *Diego Romero*
- *Leo Hibbard*
- *Calypso Kupper*

General Public Comment:

- *Clarence Larkins Sr.*
- *Anne Chenot*
- *Lisa Doane*

Public Comments on the Second Reading of the Class Size Policy 3.10.031-P (Resolution 6890):

- *Nazgul Chester*

Action Items

- **Resolution 6890: Second Reading of Policy (Resolution 6890) - Class Size Policy 3.10.031-P**

Director DePass moved and Director Greene seconded the motion to approve Resolution 6890. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Motion Regarding the First Reading of the Districtwide Advocacy and Fundraising 7.10.020-P**

Director Scott moved and Director Sullivan seconded the motion to direct the Superintendent to create an authentic engagement strategy using the Innovation Studio and report back in nine months with a community lead co-created recommendations on how to move forward and moves to ask the Student Success Committee to make recommendations in sixty days on how to empower and appropriately resource the fund for PPS. The motion was put to a voice vote and failed (2 yes – 5 no).

Director Julia Brim-Edwards: No, Director Michelle DePass: No, Director Herman Greene: No, Director Gary Hollands: No, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: No, Student Representative Silverstein: No (Unofficial)

- **Consent Agenda – Resolutions 6883 through 6889 and 6891 through 6893**

Director Brim-Edwards moved and Director DePass seconded the motion to approve the Consent Agenda, including Resolutions 6883 through 6889 and 6891 through 6893. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

April 02, 2024

RESOLUTION No. 6883

Tabled

RESOLUTION No. 6884**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
Peace in Schools	8/1/24 through 6/30/25	Personal Services PS 94795	Mindfulness classes to six District high schools. Direct Negotiation – Unique Knowledge or Expertise PPS-46-0525(4)	\$153,000	C. Proctor Fund 101 Dept. 5465	NA - Nonprofit

*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**NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)****AMENDMENTS TO EXISTING CONTRACTS**

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business
Carruth Compliance Consulting, Inc.	7/1/24 through 6/30/26	Personal Services PS 91594 Amendment 1	Plan compliance and documentation for the District's 403(b). This amendment extends the contract for an additional two years, Direct Negotiation – Ongoing, Long Term Relationship PPS-46-0525(3)	\$107,710 \$211,495	S. Reese Fund 101 Dept. 5441	No

New encumbered contracts: \$153,000

On-call, potential spend contracts: \$0

Amendments: \$107,710

RESOLUTION No. 6885**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

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Portland General Electric	4/3/24 through 8/31/25	Revenue R 94832	Grant award for the purchase of four electric buses.	\$720,585	D. Jung Fund 191 Dept. 5560 Grant S0416

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

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Oregon State University	3/15/24 through 9/30/24	Intergovernmental Agreement / Revenue IGA/R 94851	High Dosage Tutoring teacher work group funding.	\$492,513	C. Proctor Fund 205 Dept. 9999 Grant G2364

AMENDMENTS TO EXISTING REVENUE CONTRACTS

No Amendments to Existing Revenue Contracts

RESOLUTION No. 6886Authorization for Off-Campus Activities**RECITAL**

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

RESOLUTION

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

AUTHORIZATION FOR OFF-CAMPUS ACTIVITIES

Date(s)	School, Course, and Number of Students	Purpose of Travel	Travel Destination	Estimated Cost	Equitable Field Trip Fund; %
4/11-4/14/24	Franklin HS Social Studies, 2	Urban Debate League National Championships	Northwestern University, IL	\$0	N/A
4/11-4/16/24	Lincoln HS Constitution, 38	National Constitution competition	Washington DC	\$3000	N/A
4/11-4/16/24	Grant HS Constitution,	National Constitution competition	Washington DC		N/A
4/14-4/19/24	Franklin HS Social Studies, 5	Visit museums, government organizations	Washington DC	\$2200	\$28,300
4/14-4/21/24	McDaniel HS Pasifika, 12	Explore culturally specific identities & educational models of Pasifika students	Hawaii	\$2000	\$32,698
4/16-4/21/24	Grant HS Robotics, 35	STEM/Robotics competition	Texas	\$1520	N/A
4/25/24	Sitton 5 th graders, 19	Learn about important figures & visit museum	Seattle	\$395	N/A
4/26-5/1/24	Wells HS CTE, 10	Competition to give students the experience of real world business situations	Garden Grove, CA	\$2000	N/A
5/1/24	Sitton 5 th graders, 32	Attend major league game in prep for literacy unit, Breaking Barriers on Jackie Robinson & racial justice in baseball history	Seattle, WA	\$265	N/A

RESOLUTION No. 6887

Approving Board Member Conference Attendance as Representatives of the Board

RECITALS

Board Policy 1.40.070 requires Board approval for individual Board members to attend state or national meetings as representatives of the Board.

RESOLUTION

The Board affirms Chair Gary Hollands, Vice-Chair Herman Greene, and Director Michelle DePass to attend the National School Board Association Annual Conference in New Orleans, LA from April 4-8, 2024.

RESOLUTION No. 6888

2024-25 Standard Inter-District Student Transfers

RECITALS

- A. State law requires district school boards to decide each year whether to participate in the standard inter-district transfer process, including:
 - 1. The maximum number of resident students, if any, who will be released to schools in other districts,
 - 2. The maximum number of non-resident students, if any, who will be accepted for enrollment in district schools,
 - 3. The priorities that will apply in a random lottery, in the event that there are more requests than maximum number of slots for releases or approvals, and
 - 4. The length of time that agreements will be in effect for non-resident students who transfer into district school.
- B. More than 1,300 PPS students are residents of other districts, comprising 3% of district enrollment. Approximately 250 students will need standard inter-district transfers in order to remain in PPS schools next year.
- C. For the 2024-25 school year, Interim Superintendent Husk recommends the PPS Board of Directors approve the following plan for accepting residents of other districts into PPS through the standard inter-district transfer process, so long as they have received permission from their home districts:
 - 1. An unlimited number of students will be allowed to transfer into PPS if they apply by September 15, 2024 and meet at least one of the following priorities
 - a. Students who had a legal change of residence out of the PPS boundary during the past year will be allowed to remain enrolled at their current PPS schools.
 - b. Students who have siblings already enrolled in PPS will be accepted, so long as space is available at the requested schools.
 - c. Students who have reached the highest grade of their current PPS schools and wish to continue at the next school level (such as elementary to middle school or middle to high school) will be allowed, so long as space is available at the requested schools.
 - 2. Additionally, up to 100 students who do not qualify for any of the above priorities will be admitted to PPS, so long as space is available at the requested schools.
 - a. If there are more applicants than slots a random number will be used as a tie-breaker.
 - 3. New transfers will remain in effect through the highest grade of the approved school, subject to conditions described in PPS 4.10.090-AD.
- D. Interim Superintendent Husk recommends the PPS Board of Directors approve the following plan for releasing PPS resident students to schools in other district through the standard inter-district transfer process:
 - 1. An unlimited number of students will be released out of PPS if they apply by September 15, 2024 and meet at least one of the following priorities:

- a. Students who had a legal change of residence into the PPS boundary during the past year will be released from PPS in order to remain enrolled in their current districts.
 - b. Students not yet enrolled in a different district will be released from PPS if they have siblings who attended their requested districts during the 2023-24 school year and will remain enrolled there during 2024-25.
 2. In accordance with state law, releases to other districts remain in effect through 12th grade.
 3. No transfer slots are allocated for resident students who do not meet the above criteria.
- E. Interim Superintendent Husk directs staff to develop timelines and procedures to assist families with successfully participating in the standard inter-district transfer request process.

RESOLUTION

The Board of Directors for Portland Public Schools hereby accepts the Interim Superintendent's recommendation for accepting non-resident students into PPS schools and releasing PPS resident students to other districts.

April 02, 2024

RESOLUTION No. 6889

Settlement Agreement

The authority is granted to pay a total of \$123,000 to resolve a disputed claim. The settlement agreement will be in a form approved by the General Counsel.

RESOLUTION No. 6890

Resolution to Adopt Revised Class Size Guidelines and School Staff Allocations 3.10.031-P

RECITALS

- A. On August 28, 2023 the Board Policy Committee reviewed and considered the proposed revisions of the Class Size Guidelines and School Staff Allocations Policy 3.10.031-P.
- B. On September 5, 2023, the Board presented the first reading of the revised Class Size Guidelines and School Staff Allocations Policy.
- C. Pursuant to District policy, the public comment was open for at least 21 days, and there was public comment received and considered during the comment period.

RESOLUTION

The Board hereby adopts the revised Class Size Guidelines and School Staff Allocations Policy 3.10.031-P and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.

RESOLUTION No. 6891

Appointment of Financial Auditor

RECITALS

- A. To comply with the requirements of Oregon Revised Statutes (ORS), the Portland Public Schools Board of Education shall appoint a financial auditor for the 2023-24 fiscal year.
- B. ORS 328.456, 327.137, 297.405 require the appointment of a financial auditor for the School District.

RESOLVED

The Portland Public Schools Board of Education appoints Talbot Korvola & Warwick (TKW) to serve as the financial auditor for the 2023-24 fiscal year.

RESOLUTION No. 6892

Settlement Agreement

The authority is granted to pay a total of \$90,000 to resolve a disputed claim. The settlement agreement will be in a form approved by the General Counsel.

RESOLUTION No. 6893

Annual Multnomah Education Service District Resolution Process

RECITALS

- A. The 2024-25 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 2024-25 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 2024-25 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.



Index to the Minutes

(Adopted 6/25/24)

Special Meeting

April 09, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at https://youtu.be/ry-ax6_rD00?si=K2Y9b6Qgh7d6MTgl

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang

Absent: Student Representative Frankie Silverstein

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Agenda

Time Started	Agenda Title
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6:03 pm	Called to Order by Board Vice-Chair Herman Greene
6:05 pm	Opening and Reflections from Interim Superintendent Dr. Husk
6:13 pm	Approval of Superintendent Criteria for Portland Public Schools (Resolution 6894)
6:42 pm	Discussion on Salary Range
7:31 pm	Adjourned by Board Vice-Chair Herman Greene

Student and Public Comment

Public Comments on Resolution 6894

- *None*

Action Items

- **Resolution 6894 - Approval of Superintendent Criteria for Portland Public Schools**

Director Brim-Edwards moved and Director Wang seconded the motion to approve Resolution Number 6894. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Absent (Unofficial)

RESOLUTION No. 6894

Approval of Superintendent Criteria for Portland Public Schools

The Board of Education of Portland Public Schools adopts the following criteria to be used in selecting the next Superintendent:



Next Superintendent Criteria

The Portland Public Schools Board of Education seeks an exceptional Superintendent of Schools who embodies the following:

Experienced, Strategic, and Visionary Educational Leadership- *which includes:*

- A robust background in K-12 education, with experience at various levels, and a proven record of improving student achievement, particularly for historically marginalized learners
- The demonstrated ability to articulate and act upon a future-focused strategic vision that prepares each PPS graduate for a post-secondary pathway of their choosing and creates environments where all students succeed
- Effectively designing and implementing support and accountability systems, which embrace continuous improvement and multiple measures of student, school, and district success

Authentic and Inclusive Leadership- *which includes:*

- Exhibiting a commitment to Oregon, demonstrating a love of the diversity that Portland represents, and a willingness to invest in the city's welfare
- Building, sustaining, and retaining high-quality and effective teams
- Prioritizing visibility in classrooms, schools, and at community events that reflects genuine interest in students, teachers and staff, and community members
- Prioritizing building relationships and fostering a sense of shared purpose through the demonstration of practices that heal, restore, and build trust.

Transparent, Ethical, and Courageous Leadership- *characterized by:*

- Holding oneself to the highest levels of integrity, honesty, and ethical conduct
- Effectively inviting input, authentically engaging constituents, actively listening, and providing timely, two-way, and communication regarding district decision-making
- The demonstrated ability to make tough decisions, even in the face of adversity, which are in the best interest of students

Fiscal Stewardship and Advocacy Leadership- *evidenced by:*

- Proven fiscal management during challenging times that prioritizes investments which directly advance the district's vision and Board goals around student success.
- Acumen with capital projects, school construction, and bond programs.
- A transparent approach to budget development that engages constituents, fosters community trust, and nurtures continued local support of the district
- Experience in policy development and advocacy at the local, state, and national level

Equity and Cultural Competency Leadership- *revealed as:*

- A profound commitment to racial equity demonstrated by leading efforts to reduce systemic disparities and advancing anti-racist solutions in classrooms and the workplace.
- Demonstrated cultural competency, advocacy for historically underrepresented groups, and promotion of policies and practices that honor, respect, protect, and celebrate difference



Index to the Minutes

(Adopted 6/25/24)

Special Meeting

April 24, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/-HPfnumJYvA?si=1vS9fAjEXeUb9Q5t>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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Agenda

<i>Time Started</i>	<i>Agenda Title</i>
6:02 pm	Opening
6:06 pm	Consent Agenda
6:09 pm	Superintendent Presents 2024-2025 School Year Budget
7:41 pm	Adjourn

Student and Public Comment

None

Action Items

- Consent Agenda – Resolutions 6883 and 6895 through 6897**

Director Brim-Edwards moved and Director Scott seconded the motion to approve the Consent Agenda, including Resolutions 6883 and 6895-6897. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Board Vice-Chair Herman Greene: Yes, Board-Chair Gary Hollands: Absent, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

RESOLUTION No. 6883

Adoption of the Index to the Minutes

The Following Index to the Minutes are offered for Adoption:

- 02/20/24 - Special Meeting and Budget Work Session
- 03/05/24 - Regular Meeting
- 03/12/24 - Special Meeting
- 03/19/24 - Special Meeting and Budget Work Session with the CBRC

RESOLUTION No. 6895**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
Skyward Construction, LLC	4/25/24 through 1/31/25	Construction C 94903	ADA/SPED Upgrades – Package 2B (eight schools) Invitation to Bid – Construction 2024-015	\$2,790,500	D. Jung Funding Source Varies	No
Skyward Construction, LLC	4/25/24 through 2/28/25	Construction C 94904	ADA/SPED Upgrades – Package 2E (two sites) Invitation to Bid – Construction 2024-018	\$2,037,504	D. Jung Funding Source Varies	No
InLine Commercial Construction, Inc.	4/25/24 through 2/28/25	Construction C 94905	ADA/SPED Upgrades – Package 2D (nine schools) Invitation to Bid – Construction 2024-017	\$3,358,076	D. Jung Funding Source Varies	No
Harper Houf Peterson Righellis, Inc.	4/25/24 through 3/31/25	Related Services RS 94921	Surveying services at Cleveland HS. Request for Proposals 2023-034	\$162,690	D. Jung Fund 459 Dept. 5511 Project DE119	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**NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)****AMENDMENTS TO EXISTING CONTRACTS**

New encumbered contracts: \$8,348,770

On-call, potential spend contracts: \$

Amendments: \$

RESOLUTION No. 6896**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

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source

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	10/1/23 through 9/30/25	Intergovernmental Agreement/Revenue IGA/R 94884	Funding for Early Literacy Success Plan.	\$3,281,866	C. Proctor Fund 205 Dept. 9999 Grant G2361
State of Oregon	7/1/23 through 6/30/24	Intergovernmental Agreement/Revenue IGA/R 94902	Funding for education programs provided at Day and Residential Treatment Programs.	\$4,306,544	C. Proctor Fund 205 Dept. 5413
City of Portland	4/25/24 through 4/25/29	Intergovernmental Agreement/Revenue IGA/R 94972	Portland Clean Energy funding to support (1) physical improvements in schools to reduce greenhouse gas emissions and increase climate resiliency and (2) student-led climate initiatives at each middle and high school.	\$19,930,833	D. Jung Fund 205 Dept. 5597 Grant # TBD

AMENDMENTS TO EXISTING REVENUE CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source

No Amendments to Existing Revenue Contracts

[illegible]



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(Adopted 7/9/24)

Regular Meeting

May 07, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://www.youtube.com/watch?v=Cal02kzfr1c&t=1731s>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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Agenda

<i>Time Started</i>	<i>Agenda Title</i>
6:05 pm	Opening
6:07 pm	Recognizing Outstanding Achievement: Grant Constitution Team, Lincoln Constitution Team, and Benson Oregon Battle of the Books Team
6:28 pm	Resolution to Recognize Teacher and Administrator Appreciation Week of May 6, 2024 (Resolution 6898)
6:32 pm	Asian American and Pacific Islander Heritage Month (Resolution 6899)
6:58 pm	Student Travel Report Outs - McDaniel, Grant, and Jefferson
7:14 pm	Superintendent's Report
7:15 pm	Student Representative's Report
7:20 pm	Student Comment
7:28 pm	Second Reading of the Diploma Requirements Policy 4.20.042-P (Resolution 6903)
7:32 pm	Second Reading of the Districtwide Advocacy and Fundraising Policy 7.10.020-P (Resolution 6904)
8:32 pm	Second Reading of the Junior Reserve Officer Training Corps and Military Careers Policy 6.20.043-P (Resolution 6905)
9:30 pm	Recess
10:06 pm	Community Budget Review Committee (CBRC) presents 2024-25 Proposed Budget Report
10:45 pm	Approval of the Ida B. Wells Comprehensive Plan (Resolution 6900)
11:02 pm	Approval of the Cleveland Comprehensive Plan (Resolution 6901)
11:20 pm	Comments from our Union Partners
11:32 pm	2024-25 Board Meeting Calendar (Resolution 6902)
11:33 pm	Consent Agenda: Resolutions 6906 through 6910
11:35 pm	Adjourn

Student and Public Comment

Student Comment

- *Arlo Capony*
- *Kailen Steffak*

Public Comment

- *General Public Comment was canceled due to a disruption*

Resolution to Recognize May as Asian American Native Hawaiian and Pacific Islander Heritage Month (Resolution 6899)

- *Mina Hsu*
- *Duncan Hwang*
- *Yoyo Zhao*

Second Reading of the Districtwide Advocacy and Fundraising Policy 7.10.020-P (Resolution 6904)

- *Johnathan Garcia*
- *Grace Groom*
- *Niki Iverson*
- *Peter Sachs*

Second Reading of the Resolution to Adopt Revised Junior Reserve Officer Training Corps and Military Careers (formerly Military Recruitment) 6.20.043-P (Resolution 6905)

- *Dan Shae*
- *Herschel Soles*
- *John Grueschow*
- *John Giacompe*

Action Items

- **Resolution 6898 – Resolution to Recognize Teacher and Administrator Appreciation Week of May 6, 2024**

Director Greene moved and Director Wang seconded the motion to approve Resolution Number 6898. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6899 – Resolution to Recognize May as Asian American Native Hawaiian and Pacific Islander Heritage Month**

Director DePass moved and Director Sullivan seconded the motion to approve Resolution Number 6899. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6900 – Resolution Authorizing Ida B Wells High School Modernization Comprehensive Plan**

Director Brim-Edwards moved and Director Greene seconded the motion to approve Resolution Number 6900. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6901 – Resolution Authorizing Cleveland High School Modernization Comprehensive Plan**

Director Greene moved and Director Hollands seconded the motion to approve Resolution Number 6901. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6902 – Calendar of Regular Board Meetings School Year 2024-2025**

Director Scott moved and Director DePass seconded the motion to approve Resolution Number 6902. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6903 - Resolution to Adopt Revised Diploma Requirements Policy 4.20.042-P**

Director DePass moved and Director Greene seconded the motion to approve Resolution Number 6903. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6904 - Resolution to Adopt Revised Districtwide Advocacy and Fundraising (Formerly Parent Groups and the Schools) Policy 7.10.020-P**

Director Wang moved and Director DePass seconded the motion to approve Resolution Number 6904 as amended. The motion was put to a voice vote and passed (5 yes – 2 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: No, Director Patte Sullivan: No, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

Subsidiary Motions:

Director Brim-Edwards moved and Director Greene seconded the motion to add a sentence to the Resolution that states that the Board finds that the deletion of the sentence is not a substantial change to the policy. The motion was put to a voice vote and passed (5 yes – 2 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: No, Director Patte Sullivan: No, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6905 - Resolution to Adopt Revised Junior Reserve Officer Training Corps and Military Careers (formerly Military Recruitment) 6.20.043-P**

Director Greene moved and Director Hollands seconded the motion to approve Resolution Number 6905. The motion was put to a voice vote and passed (4 yes – 3 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: No, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: No, Director Patte Sullivan: No, Director Eddie Wang: Yes, Student Representative Silverstein: No (Unofficial)

Subsidiary Motions:

Director Scott moved and Director DePass seconded the motion to send Policy 6.20.043-P back to the Policy Committee for further discussion. The motion was put to a voice vote and failed (3 yes – 3 no – 1 abstain).

Director Julia Brim-Edwards: No, Director Michelle DePass: Yes, Director Herman Greene: No, Director Gary Hollands: No, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Abstain, Student Representative Silverstein: Yes (Unofficial)

- **Consent Agenda – Resolutions 6906 through 6910**

Director Scott moved and Director Brim-Edwards seconded the motion to approve the Consent Agenda, including Resolutions 6900, 6901, 6906 through 6910. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

RESOLUTION No. 6898

Resolution to Recognize Teacher and Administrator Appreciation Week of May 6, 2024

RECITALS

- A. Over 3,900 Portland Public Schools administrators, teachers and professional educators, through their expertise and passion, prepare over 44,500 students in Portland Public Schools to succeed in college and career and to become responsible members of our community.
- B. The Board of Education acknowledges the daily work of our administrators and teachers and their commitment to excellence in education for all students of Portland Public Schools.
- C. Every day, Portland Public Schools administrators and teachers challenge students through rigorous, authentic curriculum and instruction and personalized experiences that are relevant to their lives, spark their innovation and help them to reach their full potential.
- D. Every day, administrators and teachers foster relationships with students and families to develop teamwork and collaboration that supports active, engaged learners in school and at home.
- E. Every day, administrators and teachers collaborate with colleagues to strengthen their teaching practices, to identify and serve each student's individual learning styles and needs.
- F. Every day, administrators and teachers reach outside the classroom to build relationships with community partners that create vibrant and productive learning environments.
- G. Our teachers and administrators go beyond teaching to provide social and emotional learning, mental health support, and support to the whole child.
- H. On a daily basis, teachers and administrators support students in achieving all attributes in the Graduate Portrait by modeling the skills, knowledge, and mindset encompassed in our Educator Essentials.

RESOLUTION

- 1. The Portland Public Schools Board of Education declares the week of May 6, 2024, Teacher and School Administrator Appreciation Week in recognition and appreciation of their dedicated efforts to ensure the success of students in Portland Public Schools.
- 2. Be it further resolved, that the Board encourages the Portland Public Schools community to join in honoring Professional Educators and Administrators for their positive impact on our students and our community.

RESOLUTION No. 6899

Resolution to Recognize May as Asian American Native Hawaiian and Pacific Islander Heritage Month

RECITALS

- A. Asian American and Pacific Islander Heritage in the United States was celebrated beginning in 1978 and was made into a month-long event in 1992, as a way to honor and recognize the contributions of residents from Asia, India and the Pacific Islands.
- B. During Asian American, Native Hawaiian, and Pacific Islander Heritage Month, we recognize the innumerable contributions, vibrant cultures, and rich heritage of Asian Americans, Native Hawaiians, and Pacific Islanders (AA and NHPs), who have lived and worked in Oregon for more than 200 years contributing in to Oregon's and the United States' economy, culture, education, politics, arts, literature, science and technological developments despite institutional and systemic injustices designed to prevent and limit these achievements and contributions.
- C. Asian American, Native Hawaiian, and Pacific Islanders are among the fastest growing communities in Oregon and Multnomah County. This migration has been both voluntary and forced due to war and environmental degradation in their native countries.
- D. During Asian American, Native Hawaiian, and Pacific Islander Heritage Month we acknowledge the additional determination, hard work, and perseverance, Asian Americans, Native Hawaiians, and Pacific Islanders must put forth to be heard and seen and that these additional efforts are a result of inequitable institutional and systemic injustices, and incidents of anti-Asian bias, xenophobia, and harassment.
- E. Our schools honor and preserve the linguistic and cultural assets of students through student clubs like Asian Student Union, Asian Pacific Islander Club, Asian American Association and Vietnamese Club. Enrichment programs such as our Dual Language Immersion and Ethnic Studies, and the option to obtain a seal of Biliteracy upon graduation honor and enrich the diverse backgrounds of our heritage and native Chinese, Japanese and Vietnamese speakers, while exposing non-native speakers to diverse multilingual and multicultural perspectives;

RESOLVED

The Portland Public Schools Board of Education recognizes May as Asian American Native Hawaiian and Pacific Islander Heritage Month and strongly encourages our staff and community to observe, recognize, and celebrate the culture, heritage, and contributions of Asian American, Native Hawaiian and Pacific Islanders to our country, our state, our cities, and our schools.

RESOLUTION No. 6900

Resolution Authorizing Ida B Wells High School Modernization Comprehensive Plan

RECITALS

- A. The Board of Education adopted resolutions 6153 and 6161 authorizing submission to the voters of Portland Public Schools (PPS) a general obligation bond that included comprehensive planning and design of the modernized Ida B Wells High School.
- B. The election was duly and legally held on November 3, 2020, and the general obligation bonds were approved by a majority of the qualified voters of PPS voting at the election.

RESOLUTION

- 1. The Board of Education directs staff to use the Ida B Wells High School Modernization Comprehensive Planning Phase Report (April, 2024) as a guide to complete the design of the modernized Ida B Wells High School to an approximate size of 311,000 square feet.
- 2. The Office of School Modernization will return to the Board of Education with any major substantive changes to the Ida B Wells High School proposed space program.

RESOLUTION No. 6901

Resolution Authorizing Cleveland High School Modernization Comprehensive Plan

RECITALS

- A. The Board of Education adopted resolutions 6153 and 6161 authorizing submission to the voters of Portland Public Schools (PPS) a general obligation bond that included comprehensive planning and design of the modernized Cleveland High School.
- B. The election was duly and legally held on November 3, 2020, and the general obligation bonds were approved by a majority of the qualified voters of PPS voting at the election.

RESOLUTION

- 1. The Board of Education directs staff to use the PPS Cleveland High School Comprehensive Plan (April 17, 2024) as a guide to complete the design of the modernized Cleveland High School to an approximate size of 315,000 square feet.
- 2. The Office of School Modernization will return to the Board of Education with any major substantive changes to the Cleveland High School proposed space program.

RESOLUTION No. 6902

Calendar of Regular Board Meetings School Year 2024-2025

RESOLUTION

The Board of Education hereby adopts the below calendar as its schedule of Regular Board Meetings for the upcoming 2024-2025 school year:

Portland Public Schools
BOARD OF EDUCATION
Schedule of Regular Meetings
2024-2025 School Year

Board meetings are held at 501 North Dixon Street, Portland, Oregon, 97227, and begin at 6:00 pm on Tuesdays unless otherwise noted and are subject to change.

July 9, 2024	January 21, 2025*
August 6, 2024	February 4, 2025
August 20, 2024*	February 18, 2025*
September 10, 2024	March 4, 2025
September 24, 2024*	March 18, 2025*
October 8, 2024	April 8, 2025
October 22, 2024*	April 22, 2025*
November 6, 2024	May 6, 2025
November 19, 2024*	May 20, 2025*
December 3, 2024	June 10, 2025
December 17, 2024*	June 24, 2025*
January 7, 2025	

*Board Study or Work Session

RESOLUTION No. 6903

Resolution to Adopt Revised Diploma Requirements Policy 4.20.042-P

RECITALS

- A. On February 12, 2024, and March 4, 2024, the Board Policy Committee reviewed and considered the proposed revisions of the Diploma Requirements Policy 4.20.042-P.
- B. On April 2, 2024, the Board presented the first reading of the revised Diploma Requirements 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 Diploma Requirements Policy 4.20.042-P and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.

RESOLUTION No. 6904

**Resolution to Adopt Revised Districtwide Advocacy and Fundraising
(Formerly Parent Groups and the Schools) Policy 7.10.020-P**

RECITALS

- A. The District's policy Parent Groups and the Schools 7.10.020-P was last revised in 2002. The Board Policy Committee and community members have had ongoing discussion for several years regarding governance and practices on school-based fundraising to pay for staff.
- B. During the 2023-24 school year, the Board Policy Committee reviewed and considered proposed revisions of the Parent Groups And The Schools Policy 7.10.020 on September 18, 2023, October 11, 2023, November 30, 2023, December 11, 2023, February 12, 2024, March 04, 2024, and March 18, 2024.
- C. On April 2, 2024, the Board presented the first reading of the revised Districtwide Advocacy and Fundraising (Formerly Parent Groups And the Schools) Policy.
- D. On April 11, 2024, the Board Policy Committee heard public comments on the proposed revisions to the Districtwide Advocacy and Fundraising Policy 7.10.020-P and recommended amending the policy as reflected on Exhibit A. The Board finds that the deletion of the sentence is not a substantial change to the policy.
- E. Pursuant to District policy, the public comment was open for at least 21 days, where there was public comment received during the comment period.

RESOLUTION

The Board hereby adopts the revised Districtwide Advocacy and Fundraising Policy 7.10.020-P, as amended, and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.

RESOLUTION No. 6905

Resolution to Adopt Revised Junior Reserve Officer Training Corps and Military Careers
(formerly Military Recruitment) 6.20.043-P

RECITALS

- A. On February 12, 2024, March 4, 2024, and March 18, 2024, the Board Policy Committee reviewed and considered the proposed revisions of the Junior Reserve Officer Training Corps and Military Careers (formerly Military Recruitment) Policy.
- B. On April 2, 2024, the Board presented the first reading of the revised Junior Reserve Officer Training Corps and Military Careers Policy.
- C. On April 11, 2024, the Board Policy Committee heard public comments on the proposed revisions to the Junior Reserve Officer Training Corps and Military Careers Policy.
- D. Pursuant to District policy, the public comment was open for at least 21 days, where there was public comment received during the comment period.

RESOLUTION

The Board hereby adopts the revised Junior Reserve Officer Training Corps and Military Careers 6.20.043-P and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.

May 07, 2024

RESOLUTION No. 6906

Adoption of the Index to the Minutes

The Following Index to the Minutes are offered for Adoption:

- April 24, 2024 – Special Meeting

RESOLUTION No. 6907**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
Skyward Construction	5/8/24 through 1/31/25	Construction C 94996	ADA/SPED upgrades at 12 schools – Package 2A Invitation to Bid – Construction 2024-014	\$2,761,208	D. Jung Fund 459 Dept. 5511 Project Varies	No
KPFF Consulting Engineers	5/8/24 through 5/7/25 Option to renew through 6/30/29	Related Services RS 94985	Site surveying services for Ida B. Wells HS Modernization. Request for Proposals 2023-034	Original Term: \$128,000 Total not to exceed: \$200,00 through all renewals	D. Jung Fund 459 Dept. 5511 Project DE120	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
Organization for Educational Technology & Curriculum/OETC	5/8/24 through 2/7/25 Option to renew for up to three additional one-year terms through 2/7/28	Organization for Educational Technology & Curriculum/OETC COA 94930	Purchase of networking products and service for Districtwide use.	\$5,000,000	D. Wolff Funding Source Varies	NA – nonprofit

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)**AMENDMENTS TO EXISTING CONTRACTS**

New encumbered contracts: \$2,889,208

On-call, potential spend contracts: \$5,000,000

Amendments: \$

RESOLUTION No. 6908Authorization for Off-Campus Activities**RECITAL**

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

RESOLUTION

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

AUTHORIZATION FOR OFF-CAMPUS ACTIVITIES

Date(s)	School, Course, and Number of Students	Purpose of Travel	Travel Destination	Estimated Cost	Equitable Field Trip Fund; %
5/13-5/17/24	Sunnyside 8th graders, 51	Marine biology study	Catalina Island, CA	\$1200	N/A
5/13-5/17/24	Sunnyside 7th graders, 63	Analyze human impact on the environment & study marine biology	OR & WA coasts	\$750	N/A
5/17-5/24/24	Mt Tabor Japanese DLI, 75	Japanese Research Residency capstone & cultural experience	Japan	\$3600	N/A
5/17-5/24/24	Roseway Heights, Japanese Language Immersion, 8	Vietnam Research Residency provides for a Capstone language & cultural experience	Vietnam	\$3,948	N/A
5/18-5/20/24	Franklin HS Band, 80	Victoria, Vancouver Island, Canada	March in the Victoria Day parade	\$600	N/A
6/3-6/7/24	Odyssey 6th-8th grades, 74	Build on learning in ecology & Shakespeare	OR & WA coasts	\$550	N/A

RESOLUTION NO. 6909

Ida B. Wells High School Modernization Project: Exemption from Competitive Bidding and Authorization for Use of a Construction Manager/ General Contractor Alternative Contracting Method

RECITALS

- A. The Board of Directors of Portland Public Schools ("District") is the Local Public Contract Review Board ("Board") pursuant to ORS 279A.060.
- B. ORS 279C.335(2) authorizes the Board to exempt certain public contracts or classes of contracts from the standard competitive bidding process otherwise required by the Public Contracting Code and Rules upon certain findings.
- C. In a duly and legally held election on November 3, 2020, general obligation bonds were approved by a majority of the qualified voters of Portland Public Schools voting at the election ("2020 Capital Improvement Bonds").
- D. The District intends to perform the design phase of the Ida B. Wells High School Modernization Public Improvement Project ("Ida B. Wells Modernization Project") as part of the 2020 Capital Improvement Bond work.
- E. Staff has determined that use of the Construction Manager/ General Contractor ("CM/GC") alternative contracting method is the preferred method of delivery for the complex Ida B. Wells Modernization Project. This determination is supported by draft Findings of Fact ("Draft Findings") presented to the Board pursuant to ORS 279C.335.
- F. These Draft Findings specify the cost savings and design, scheduling, operational, safety, and logistical advantages gained through use of the CM/GC contracting method.
- G. On April 16, 2024, the District issued a public notice in the Business Tribune announcing the District's intent to utilize the CM/GC alternative contracting method for the Ida B. Wells Modernization Project. The notice was issued in compliance with ORS 279C.335 and the PPS Public Contracting Rules. The Draft Findings were made available for public review on the date of publication. The notice included instructions for requesting a public hearing on the request for exemption from competitive bidding.
- H. The District received no requests for a public hearing.
- I. The Superintendent recommends approval of the exemption from Competitive Bidding and approval of the CM/GC alternative contracting method for solicitation and completion of the Ida B. Wells Modernization Project.

RESOLUTION

- 1. The Board hereby adopts the Draft Findings in support of use of the CM/GC alternative contracting method for the Ida B. Wells Modernization Project ("Findings").
- 2. The Board hereby exempts the Ida B. Wells Modernization Project from competitive bidding requirements as provided in ORS 279C.335 and PPS Public Contracting Rules -49-0600 through PPS-49-0690. The exemption is based upon the Findings pursuant to ORS 279C.335(2).
- 3. Pursuant to these Findings and decision, the Superintendent or her designee is hereby authorized to conduct a CM/GC alternative contracting process for the Ida B. Wells Modernization Project.

RESOLUTION NO. 6910

Cleveland High School Modernization Project: Exemption from Competitive Bidding and Authorization for Use of a Construction Manager/ General Contractor Alternative Contracting Method

RECITALS

- A. The Board of Directors of Portland Public Schools ("District") is the Local Public Contract Review Board ("Board") pursuant to ORS 279A.060.
- B. ORS 279C.335(2) authorizes the Board to exempt certain public contracts or classes of contracts from the standard competitive bidding process otherwise required by the Public Contracting Code and Rules upon certain findings.
- C. In a duly and legally held election on November 3, 2020, general obligation bonds were approved by a majority of the qualified voters of Portland Public Schools voting at the election ("2020 Capital Improvement Bonds").
- D. The District intends to perform the design phase of the Cleveland High School Modernization Public Improvement Project ("Cleveland Modernization Project") as part of the 2020 Capital Improvement Bond work.
- E. Staff has determined that use of the Construction Manager/ General Contractor ("CM/GC") alternative contracting method is the preferred method of delivery for the complex Cleveland Modernization Project. This determination is supported by draft Findings of Fact ("Draft Findings") presented to the Board pursuant to ORS 279C.335.
- F. These Draft Findings specify the cost savings and design, scheduling, operational, safety, and logistical advantages gained through use of the CM/GC contracting method.
- G. On April 16, 2024, the District issued a public notice in the Business Tribune announcing the District's intent to utilize the CM/GC alternative contracting method for the Cleveland Modernization Project. The notice was issued in compliance with ORS 279C.335 and the PPS Public Contracting Rules. The Draft Findings were made available for public review on the date of publication. The notice included instructions for requesting a public hearing on the request for exemption from competitive bidding.
- H. The District received no requests for a public hearing.
- I. The Superintendent recommends approval of the exemption from Competitive Bidding and approval of the CM/GC alternative contracting method for solicitation and completion of the Cleveland Modernization Project.

RESOLUTION

- 1. The Board hereby adopts the Draft Findings in support of use of the CM/GC alternative contracting method for the Cleveland Modernization Project ("Findings").
- 2. The Board hereby exempts the Cleveland Modernization Project from competitive bidding requirements as provided in ORS 279C.335 and PPS Public Contracting Rules -49-0600 through PPS-49-0690. The exemption is based upon the Findings pursuant to ORS 279C.335(2).
- 3. Pursuant to these Findings and decision, the Superintendent or her designee is hereby authorized to conduct a CM/GC alternative contracting process for the Cleveland Modernization Project.



Index to the Minutes

(Adopted 6/11/24)

Special Meeting

May 20, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at https://youtu.be/TgAzaTPyOoM?si=9YQJiNjhZr5i5_gk

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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6917	Budget Committee Approval of the 2024-25 Budget and the Imposition of Property Taxes ...	469

Agenda

<i>Time Started</i>	<i>Agenda Title</i>
6:11 pm	Called to order
6:12 pm	Update on Superintendent Search
6:14 pm	Consent Agenda
6:18 pm	Convened as the Budget Committee
6:19 pm	Approval of the 2024-25 Budget
8:22 pm	Budget Committee and Meeting Adjourned

Student and Public Comment

Public Comments the Approval of the 2024-25 Budget

- Samantha Tamas – Elimination of the Print Shop
- Christina Gomez – In Support of Latino Network
- Miranda Morales – In Support of Latino Network
- Mercedes Elizalde – In Support of Latino Network
- Ramono Tarantino – In Support of Latino Network
- Dahki Davis – Support for SEI
- Michael Paddick – Support for SEI
- Destiny Bentley – Support for SEI
- Ana Munoz – In Support of Latino Network
- Angela Bonilla – Concerns about state funding and cuts to Special Education
- Tony Hopson – Support for SEI
- Trent Aldridge – Support for SEI
- Sadie Figueroa – In Support of Latino Network
- Eymmi Machado – In Support of Latino Network

Action Items

- **Consent Agenda – Resolutions 6911 through 6916**

Director Brim-Edwards moved and Director DePass seconded the motion to approve the Consent Agenda, including Resolutions 6911 through 6916. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Vice-Chair Herman Greene: Yes, Chair Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6917 – Budget Committee Approval of the 2024-25 Budget and the Imposition of Property Taxes**

As the Budget Committee, Director Brim-Edwards moved and Director Sullivan seconded the motion to approve Resolution Number 6917 as amended. The motion was put to a voice vote and passed (6 yes – 1 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Vice-Chair Herman Greene: Yes, Chair Gary Hollands: No, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

Subsidiary Motions

As the Budget Committee, Chair Hollands moved and Vice-Chair Greene seconded a motion to restore \$1.8 million to the budgeted amounts for Racial Equity and Social Justice (RESJ) contracts and direct the Superintendent to bring a new set of proposals no later than June 3 for the RESJ contracts for the 2024-25 school year. The new contract amounts will be included in the adopted Budget on June 11. The \$1.8 million will be taken from Contingency and moved to Instruction, and there may be an amendment when the Board adopts the budget. The motion was called for a vote by Vice-Chair Greene, which was seconded by Director Brim-Edwards. The motion was put to a voice vote and passed (4 yes – 2 no – 1 abstain).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Vice-Chair Herman Greene: Yes, Chair Gary Hollands: Yes, Director Andrew Scott: No, Director Patte Sullivan: No, Director Eddie Wang: Abstain, Student Representative Silverstein: Abstain (Unofficial)

RESOLUTION No. 6911**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
Portland Opportunities Industrialization Center (POIC)	6/1/24 through 8/31/24	Personal Services PS 95057	Summer Enrichment Instructional Services for students at Rosemary Anderson Schools. Direct Negotiation – Unique Knowledge and/or Expertise PPS-46-0525(4)	\$220,000	C. Proctor Fund 101 Dept. 5485	NA - Nonprofit
Amplify Education	5/22/24 through 6/30/31	Digital Resource DR 95011	K-5 Science Adoption – Student & Teacher Licenses Special Class Procurement – Copyrighted Materials and Creative Works PPS-47-0288(4)	\$2,820,009	C. Proctor Fund 459 Dept. 5445 Project DC402	No
Center for Collaborative Classroom	8/1/24 through 6/30/25	Personal Services PS 95062	Professional development related to Caring School Communities curriculum. Direct Negotiation – Unique Knowledge and/or Expertise PPS-46-0525(4)	\$175,400	C. Proctor Fund 191 Dept. 5445 Project H0315	No
M2 Integration	5/22/24 through 5/22/25	Construction C 95041	Classroom technology upgrades at Sabin. Invitation to Bid – Construction 2024-010	\$517,145	D. Jung Fund 459 Dept. 5581 Project Varies	No
M2 Integration	5/22/24 through 5/22/25	Construction C 95037	Classroom technology upgrades at Chief Joseph. Invitation to Bid – Construction 2024-011	\$417,164	D. Jung Fund 459 Dept. 5581 Project Varies	No
InLine Commercial Construction, Inc.	5/22/24 through 5/22/25	Construction C 95038	Classroom technology upgrades at Creston. Invitation to Bid – Construction 2024-009	\$699,868	D. Jung Fund 459 Dept. 5581 Project Varies	No

InLine Commercial Construction, Inc.	5/22/24 through 5/22/25	Construction C 95039	Classroom technology upgrades at Jackson. Invitation to Bid – Construction 2024-012	\$696,905	D. Jung Fund 459 Dept. 5581 Project Varies	No
Nailed It! Custom Roofing and Construction	5/22/24 through 5/22/27	Flexible Service Contractor Pool FSCP 95014	Flexible Services Contractor Pool – Roofing Request for Proposals 2024-007	Not to Exceed \$1,000,000	D. Jung Funding Source Varies	No
Garon Roofing & Sheet Metal, Inc.	5/22/24 through 5/22/27	Flexible Service Contractor Pool FSCP 95013	Flexible Services Contractor Pool – Roofing Request for Proposals 2024-007	Not to Exceed \$1,000,000	D. Jung Funding Source Varies	WBE
ABC Roofing Co.	5/22/24 through 5/22/27	Flexible Service Contractor Pool FSCP 95007	Flexible Services Contractor Pool – Roofing Request for Proposals 2024-007	Not to Exceed \$1,000,000	D. Jung Funding Source Var Funding Source Varies	No
The New Teacher Project (TNTP)	5/24/24 through 6/30/26 Option to renew for up to four additional one-year terms through 6/30/30	Personal Services PS 95073	K-5 Science of Reading professional development. Request for Proposals 2023-053	Original Term \$2,588,245 Total through extensions : \$3,668,490	C. Proctor Fund 205 Dept. 5467 Grant G2361	N/A – Nonprofit
NW Bus Tours, LLC	8/22/24 through 8/21/29	Services S 95072	Provide Special Pupil Activity Bus (SPAB) transportation services to District students for athletic and field trips on an as needed basis. ODE approved provider under OAR 581-053-0610 through OAR 581-053-0640	Not to Exceed \$200,000	D. Jung Fund 101 Dept. Varies	No
MTR Western	8/22/24 through 8/21/29	Services S 95075	Provide Special Pupil Activity Bus (SPAB) transportation services to District students for athletic and field trips on an as needed basis. ODE approved provider under OAR 581-053-0610 through OAR 581-053-0640	Not to Exceed \$200,000	D. Jung Fund 101 Dept. Varies	No
Fulcrum Construction & Building Services, LLC	5/22/24 through 2/28/25	Construction C 95059	ADA/SPED Upgrades – Package 2C Invitation to Bid – Construction 2024-016	\$3,521,056	D. Jung	MBE

					Fund 459 Dept. 5511 Project Varies	
InLine Commercial Construction, Inc.	5/22/24 through 10/31/25	Construction C 95064	Seismic improvements at Marysville. Invitation to Bid – Construction 2024-020	\$4,287,80 8	D. Jung Fund 459 Dept. 5511 Project DS020	No
KCE Champions	6/24/24 through 8/2/24	Personal Services PS 95082	Afternoon enrichment programming at Atkinson, Capitol Hill, and Whitman for Summer Acceleration Academy. Request for Proposals 2024-006	\$219,189	C. Proctor Fund 251 Dept. 5470 Grant W0001	No
Athena Coding	6/24/24 through 8/2/24	Personal Services PS 95083	Afternoon enrichment programming at Rigler, Sabin, and Vestal for Summer Acceleration Academy. Request for Proposals 2024-006	\$225,000	C. Proctor Fund 251 Dept. 5470 Grant W0001	No

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

NEW COOPERATIVE PURCHASING AGREEMENTS

Contractor	Contract Term, Renewal Options	Administering Contracting Agency	Description of Goods or Services	Estimated Spend During Contract Term	Responsible Administrator, Funding Source	Certified Business

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendmen t Term	Contract Type	Description of Services	Amendme nt Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business

Curriculum Associates	5/22/24 through 6/30/25	Digital Resource DR 93280 Amendment 2	Provide Elevation Platform and implementation and training services to centralize core EL Student data, meet key Title III compliance requirements and streamline EL program management. This amendment extends the contract by one year. Special Class Procurement – Copyrighted Materials & Creative Works PPS-47-0288(4)	\$66,139 \$153,783	C. Proctor Fund 205 Dept. 5407 Grant G2239	No
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New encumbered contracts: \$17,468,034

On-call, potential spend contracts: \$2,400,000

Amendments: \$66,139

RESOLUTION No. 6912**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
USGS Earthquake Science Center	8/23/23 through 6/14/25	Intergovernmental Agreement / Revenue IGA/R 93930 Amendment 1	Funding for second year of teacher involvement in fostering coordination among K-12 schools in ShakeAlert STEM education.	\$80,000 \$155,000	C. Proctor Fund

[illegible]

RESOLUTION No. 6914

Dismissal of a Contract Educator

RECITALS

The Board has reviewed the evidence submitted along with the Superintendent's recommendation for the dismissal of a contract educator.

RESOLUTION

The Board of Education affirms the Superintendent's recommendation to dismiss the contract teacher from employment with PPS. The District will notify the employee in writing of the Board's decision.

RESOLUTION No. 6915

Dismissal of a Contract Educator

RECITALS

The Board has reviewed the evidence submitted along with the Superintendent's recommendation for the dismissal of a contract educator.

RESOLUTION

The Board of Education affirms the Superintendent's recommendation to dismiss the contract teacher from employment with PPS. The District will notify the employee in writing of the Board's decision.

RESOLUTION No. 6916

Dismissal of a Contract Educator

RECITALS

The Board has reviewed the evidence submitted along with the Superintendent's recommendation for the dismissal of a contract educator.

RESOLUTION

The Board of Education affirms the Superintendent's recommendation to dismiss the contract teacher from employment with PPS. The District will notify the employee in writing of the Board's decision.

RESOLUTION No. 6917

Budget Committee Approval of the 2024-25 Budget and the Imposition of Property Taxes

RECITALS

- A. Oregon Local Budget Law, Oregon Revised Statute (ORS) 294.426, requires the Budget Committee of Portland Public Schools (District) to hold one or more meetings to receive the budget message and the budget document and to provide members of the public with an opportunity to ask questions about and comment upon the budget document.
- B. On April 24, 2024, the Board of Education (Board), acting as the Budget Committee, received the Superintendent's budget message and Proposed Budget document for the 2024-25 fiscal year.
- C. On May 1, 2024, the Budget Committee held a Budget Community Engagement meeting to discuss and receive public comment on the Proposed Budget.
- D. ORS 294.431, requires submission of the budget document to the Tax Supervising Conservation Commission (TSCC) by May 15 of each year. ORS 294.431 allows taxing jurisdictions to request an extension of the submission date.
- E. The District requested, and the TSCC authorized, extending the submission date to no later than May 22, 2024.
- F. The Board-appointed Community Budget Review Committee (CBRC) reviewed the Proposed Budget and current expenditures of the existing Local Option Levy. The CBRC acts in an advisory capacity to the Board.
- G. On May 7, 2024, the Budget Committee received testimony and a report on the current year Local Option Levy expenditures and testimony and recommendations from the CBRC.
- H. On May 9, 2024, the Board held a work session on the budget.
- I. ORS 294.428 requires that each legal jurisdiction's Budget Committee approve a budget and specify the *ad valorem* property tax amount or rate for all funds.
- J. It is noted that \$0.5038 per \$1,000 of the assessed value of the Permanent Rate Tax Levy (commonly known as the "Gap Tax") and, based on an analysis presented to the Board, the entirety of the Local Option Tax Rate Levy are excluded from State School Fund calculations.
- K. ORS 457.445(6)(d) provides the opportunity for a school district with a statutory rate limit on July 1, 2003, that is greater than \$4.50 per \$1,000 of assessed value to be excluded from the urban renewal division of tax calculations. To the extent that the rate limit was increased under section 11 (5)(d), Article XI, of the Oregon Constitution, property tax revenue from said increase is excluded from local revenues. The District will notify the county assessors of the rate to be excluded for the current fiscal year no later than July 15.
- L. Portland Public Schools has a statutory rate limit that is in excess of the \$4.50 limitation that includes an increase under section 11 (5)(d), Article XI, of the Oregon Constitution.

RESOLUTION

- 1. The Budget Committee approves the budget as summarized in Attachment "A".
- 2. The Budget Committee approves the budget for the 2024-25 fiscal year in the total amount of \$2,393,878,000.
- 3. The Budget Committee resolves that the District imposes the taxes provided for in the approved budget:

- a. At the rate of \$5.2781 per \$1,000 of assessed value for operations;
- b. At the rate of \$1.9900 per \$1,000 of assessed value for local option tax for operations;
- c. In the amount of \$166,000,000 for exempt bonds

Taxes are hereby imposed and categorized for the tax year 2024-25 upon the assessed value of all taxable property in the District, as follows:

Type	Education Limitation	Excluded from Limitation
Permanent Rate Tax Levy	\$5.2781/\$1,000 of assessed valuation	
Local Option Rate tax Levy	\$1.9900/\$1,000 of assessed valuation	
Bonded Debt Levy		\$166,000,000

- 4. The Budget Committee further resolves that \$0.5038 per \$1,000 of taxable assessed value is excluded from the division of tax calculations, as the Permanent Rate Tax Levy attributable to the increase provided in section 11 (5)(d), Article XI, of the Oregon Constitution (such increase is a result of the expiring Gap Tax Levy).
- 5. The Budget Committee directs submission of the 2024-25 Approved Budget to the TSCC by May 22, 2024, in accordance with ORS 294.431, under the extension as granted by the TSCC.
- 6. The Budget Committee restores \$1.8 million to the budgeted amounts for Racial Equity and Social Justice (RESJ) contracts and directs the Superintendent to bring a new set of proposals no later than June 3 for the RESJ contracts for the 2024-25 school year. The new contract amounts will be included in the adopted Budget on June 11. The \$1.8 million will be taken from Contingency and moved to Instruction, and there may be an amendment when the Board adopts the budget.

Attachment A
Portland Public Schools
Adjustments to the 2024-25 Proposed Budget
May 20, 2024
(in thousands)

	Proposed Budget	Adjustment	Recommended Approved Budget
100 - General Funds			
Resources			
Beginning Fund Balance	84,205	2,933	87,138
Local Property and Other Taxes	351,964	-	351,964
Local Option Taxes	104,608	-	104,608
Other Local Sources	26,749	-	26,749
County and Intermediate Sources	12,306	-	12,306
State Sources	271,565	-	271,565
Federal Sources	15	-	15
Other	1,700	(1,650)	50
Total	853,111	1,283	854,394
Requirements			
Instruction	437,284	1,800	439,084
Support Services	355,802	(840)	354,962
Enterprise and Community Svcs	3,257	-	3,257
Debt Service	2,194	(1,855)	339
Transfers of Funds	11,918	3,979	15,895
Contingency	42,656	(1,800)	40,856
Total	853,111	1,283	854,394
200 - Special Revenue Funds			
Resources			
Beginning Fund Balance	33,904	-	33,904
Property and Other Taxes	364	-	364
Other Revenue from Local Sources	11,510	-	11,510
Intermediate Sources	21,660	-	21,660
State Sources	86,273	-	86,273
Federal Sources	68,661	-	68,661
Interfund Transfers	1,946	-	1,946
All Other Resources	-	-	-
Total	224,318	0	224,318
Requirements			
Instruction	97,021	1,993	99,014
Support Services	74,386	(1,576)	72,810
Enterprise and Community Svcs	30,056	(1)	30,055
Facilities Acquisition and Construction	15	-	15
Debt Service	417	(417)	-
Contingency	-	-	-
Unappropriated Ending Fund Balance	22,423	-	22,423
Total	224,318	0	224,318
300 - Debt Service Funds			
Resources			
Beginning Fund Balance	5,798	-	5,798
Property and Other Taxes	159,334	-	159,334
Other Revenue from Local Sources	93,348	165	93,513
Interfund Transfers	619	-	619
Total	259,099	165	259,264
Requirements			
Debt Service	259,099	-	259,099
Contingency	-	165	165
Unappropriated Ending Fund Balance	-	-	-
Total	259,099	165	259,264

400 - Capital Projects Funds**Resources**

Beginning Fund Balance	560,916	(364)	560,552
Other Revenue from Local Sources	18,845	-	18,845
Intermediate Sources	20,000	-	20,000
State Sources	650	-	650
Bond Proceeds & Premiums	429,346	-	429,346
Interfund Transfers	1,000	-	1,000
Total	<u>1,030,758</u>	<u>(364)</u>	<u>1,030,393</u>

Requirements

Support Services	1,954	-	1,954
Facilities Acquisition and Construction	1,027,821	-	1,027,821
Debt Service	364	(364)	-
Transfers of Funds	619	-	619
Total	<u>1,030,758</u>	<u>(364)</u>	<u>1,030,393</u>

600 - Internal Service Funds**Resources**

Beginning Fund Balance	4,351	-	4,351
Other Revenue from Local Sources	8,244	(37)	8,207
Transfers of Funds	8,972	3,979	12,951
Total	<u>21,566</u>	<u>3,943</u>	<u>25,509</u>

Requirements

Support Services	20,007	4,002	24,009
Debt Service	59	(59)	-
Contingency	1,500	-	1,500
Total	<u>21,566</u>	<u>3,943</u>	<u>25,509</u>

All Funds Total

<u>2,388,852</u>	<u>5,027</u>	<u>2,393,878</u>
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Attachment A
Portland Public Schools
Adjustments to the 2024-25 Proposed Budget

May 20, 2024
(in thousands)

Proposed Resources	General Funds (100)	Special Revenue Funds	All Other Funds	Total Funds
	\$ 853,111	\$ 224,318	\$ 1,311,423	\$ 2,388,852
Adjustments:				
1 Gen Fund BFB increase	2,933			2,933
2 602 Services Provided Other Funds			3,979	3,979
3 308 Increase in Contingency for PERS UAL Debt			165	165
4 Decreases in revenue			(364)	(364)
5 600 minor calculated adjustments to Workers Comp and Unemployment Comp fringe			(37)	(37)
6 Gen Fund Lease Proceeds reduction of SBITA	(1,650)			(1,650)
Total Resource Changes	1,283	0	3,744	5,027
Recommended Approved Resource Budget	\$ 854,394	\$ 224,318	\$ 1,315,167	\$ 2,393,878

Proposed Requirements		General Funds (100)	Special Revenue Funds (200)	All Other Funds	Total Funds
		\$ 853,111	\$ 224,318	\$ 1,311,423	\$ 2,388,852
Adjustments:	Function				
1 SPED Set-Aside in SIA - Paraeducators (21.57 FTE)	10000		1,537		\$ 1,537
2 SPED Set-Aside in SIA - Licensed (3.4 FTE)	10000		456		\$ 456
3 RESJ \$1.8M contracts	10000	1,800			\$ 1,800
4 RESJ \$2.6M contracts on SIA. Previously on ESSER	20000		2,600		\$ 2,600
5 Reduction for RESJ Contracts - Utilize Vacancy Savings in SIA	20000		(2,600)		\$ (2,600)
6 SPED Set-Aside Offset - re-purposing of available resources from SIA allocations to departments under Chief of Student Support Services	20000		(1,993)		\$ (1,993)
7 Safety & Security: Funding to support mandatory trainings and LT position to manage the trainings. Previously on ESSER	20000	53			\$ 53
8 Safety & Security: Student Badges. Previously on ESSER	20000	103			\$ 103
9 RJ Rapid Response Personnel (3.0 FTE)	20000	285			\$ 285
10 Innovation Studios Manager - Vacant (1.0 FTE)	20000	(159)			\$ (159)
11 Transportation Dues & Fees	20000	(386)			\$ (386)
12 Principal Coach (1.0 FTE)	20000	(221)			\$ (221)
13 Asst Dir-Acad Prgms Prof Dev (0.5 FTE)	20000	(113)			\$ (113)
14 Deputy Superintendent of Instruction & School Communities (1.0 FTE)	20000	(309)			\$ (309)
15 Fund 600 minor adjustments to calculated fringe rates	20000			24	\$ 24
16 Confidential Executive Asst II (1.0 FTE)	20000	(135)			\$ (135)
17 Increase in Property Services Project Management under Utility Services	20000	250			\$ 250
18 Fund 205 Contingency	20000		417		\$ 417
19 Reduce a director level position in Communications	20000	(207)			\$ (207)
20 602 Deductible Insurance Loss Liability	20000			2,725	\$ 2,725
21 602 Deductible Insurance Loss Property	20000			254	\$ 254
22 602 Property Insurance Premiums	20000			1,000	\$ 1,000
23 SBITA reductions	50000	(1,855)	(417)	(424)	\$ (2,696)
24 Gen Fund Interfund Transfer to 602	50000	3,979			\$ 3,979
25 Gen Fund contingency reduction to fund contracts	60000	(1,800)			\$ (1,800)
26 308 Contingency	60000			165	\$ 165
					\$ -
					\$ -
Total Requirement Changes		1,283	0	3,744	5,027
Recommended Approved Requirement Budget		\$ 854,394	\$ 224,318	\$ 1,315,167	\$ 2,393,878



Index to the Minutes

(Adopted 6/25/24)

Special Meeting

June 05, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/izX2V0fWxt0?si=8YfOb7-i0KodypRF>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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RESOLUTIONS

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6918	Resolution to Authorize and Approve an Employment Contract for a Superintendent Candidate	477

Agenda

Time Started	Agenda Title
8:09 am	Called to Order by Board Chair Gary Hollands
8:13 am	To authorize the signing of an employment contract with a Superintendent candidate
8:29 am	Adjourned by Board Chair Gary Hollands

Student and Public Comment

Public Comments on Resolution 6918 to Authorize and Approve an Employment Contract for a Superintendent Candidate

- *None*

Action Items

- **Resolution 6918 – To Authorize and Approve an Employment Contract for a Superintendent Candidate**

Director Greene moved and Director DePass seconded the motion to approve Resolution 6918. The motion was put to a rollcall vote and pass 7-0 with Student Representative Silverstein voting yes (unofficial)

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

RESOLUTION No. 6918

Resolution to Authorize and Approve an Employment Contract for Áa Superintendent Candidate

RECITALS

- A. Oregon law authorizes the Board of Education to employ a superintendent of schools and fix the terms and conditions of employment.
- 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, Board goals, 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 led a superintendent search process and is advancing a final candidate, to be hired as the new Superintendent of Portland Public Schools.

RESOLUTION

The Board of Education authorizes and approves the employment contract for Dr. Kimberlee Armstrong to serve as the Superintendent of Portland Public Schools (Superintendent Contract). The Board Chair is authorized on behalf of the Board to sign the Superintendent Contract, consistent with terms discussed by the Board.



Index to the Minutes

(Adopted 7/9/24)

Regular Meeting

June 11, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/HEkSFKglCfq?si=x06J9LNGwlGZU0O>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: None

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RESOLUTIONS

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6920	Impose Taxes and Adoption of the 2024-25 Budget for School District No. 1J, Multnomah County, Oregon	482
6921	Expenditure Contracts.....	486
6922	Authorizing Off-Campus Travel.....	489
6923	Settlement Agreement	490
6924	Settlement Agreement	491
6925	Adoption of the Index to the Minutes	492
6926	Resolution to Recognize June as Pride Month in Portland Public Schools.....	493

Agenda

Time Started	Agenda Title
6:07 pm	Opening
6:18 pm	Student Recognition
6:41 pm	Resolution to Recognize June as Pride Month in Portland Public Schools (Resolution 6926)
6:53 pm	Board Leadership Intent
6:55 pm	Superintendent's Report
6:57 pm	Student Representative's Report
7:10 pm	Student Comment
7:18 pm	Resolution to Transfer Appropriations of the 2023-24 Budget for School District No. 1J, Multnomah County, Oregon (Resolution 6919)
7:20 pm	Impose Taxes and Adoption of the 2024-25 Budget for School District No. 1J Multnomah County, Oregon (Resolution 6920)
7:54 pm	Public Comment
8:10 pm	Data Dive Spring 2024: MAP Growth
8:57 pm	Board Committee and Conference Reports and Youth Climate Summit
9:13 pm	Consent Agenda: Resolutions 6921 through 6925
9:15 pm	Comments from our Union Partners
9:19 pm	Adjourn

Student and Public Comment

General Student Comment

- Halima Abdullahi, Valery Rivas, and Fiona Albo
- Calypso Kupper

General Public Comment

- Yoshio Drescher & Caroline Dishman
- Melissa Ozmore
- Anna York

Recognize June as Pride Month in Portland Public Schools (Resolution 6926)

- Madeline Mendiola

Impose Taxes and Adoption of the 2024-25 Budget for School District No. 1J Multnomah County, Oregon (Resolution 6920)

- Charlotte Fisher
- Diane Newton-Prior

Action Items

- **Consent Agenda – Resolutions 6921 through 6925**

Director DePass moved and Director Greene seconded the motion to approve the Consent Agenda, including Resolutions 6921 through 6925. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6919 - Resolution to Transfer Appropriations of the 2023-24 Budget for School District No. 1j, Multnomah County, Oregon**

Director Brim-Edwards moved and Director Greene seconded the motion to approve Resolution 6919. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6920 - Impose Taxes and Adoption of the 2024-25 Budget for School District No. 1J, Multnomah County, Oregon**

Director DePass moved and Director Brim-Edwards seconded the motion to approve Resolution 6920. The motion was put to a voice vote and passed (6 yes – 1 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: No, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

- **Resolution 6926 - to Recognize June as Pride Month in Portland Public Schools**

Director Greene moved and Director Brim-Edwards seconded the motion to approve Resolution 6926. The motion was put to a voice vote and passed (7 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

RESOLUTION NO. 6919

Resolution to Transfer Appropriations of the 2023-24 Budget for
School District No. 1j, Multnomah County, Oregon

RECITALS

- A. On June 13, 2023, the Board of Education ("Board"), by way of Resolution No. 6718, voted to adopt an annual budget for the Fiscal Year 2023-24 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 294.463, allows transfers of funds within funds or between funds after adoption under prescribed guidelines; and
- D. This appropriation transfer adjusts the budget to align with current projections. Budget changes include the following components:
 - Function 2000 – Support Service increase appropriation by \$8,000,000
 - Function 1000 – Instruction decrease appropriation by (\$8,000,000)

This transfer is necessary due to higher expenditures in Support Services from ESSER Grant Funds than initially anticipated.
- E. This resolution is to enable the Board to approve the appropriation transfer for Fiscal Year 2023-24.
- F. The Superintendent recommends approval of this resolution.

RESOLUTION

BE IT RESOLVED that the Board of Directors of School District 1J, Multnomah County, Oregon, pursuant to ORS 294.456, hereby transfers \$8,000,000 of Special Revenue Fund appropriations in the budget for the fiscal year beginning July 1, 2023.

RESOLUTION NO. 6920

Impose Taxes and Adoption of the 2024-25 Budget for School District No. 1J,
Multnomah County, Oregon

RECITALS

- A. Oregon Local Budget Law, Oregon Revised Statute (ORS) 294.428 requires that each legal jurisdiction's Budget Committee approves a budget and specifies the *ad valorem* property tax amount or rate for all funds.
- B. The Board of Education (Board) serves as the Budget Committee for the school district. The Board appointed a Community Budget Review Committee (CBRC) to review the Proposed Budget and current year expenditures of the existing Local Option Levy. The CBRC acts in an advisory capacity to the Board.
- C. On May 7, 2024, the Board, acting in its capacity as the Budget Committee, received testimony and a report on the current year Local Option Levy expenditures and testimony and recommendations from the CBRC.
- D. On May 9, 2024, the Board held a work session on the budget.
- E. On May 20, 2024, by way of Resolution No. 6917, and under the provisions of Oregon Local Budget Law (ORS Chapter 294), the Budget Committee for School District No. 1J, Multnomah County, Oregon ("District"), approved the 2024-25 budget, tax for Bonded Debt Levy and tax rates.
- F. Oregon Budget Law, ORS 294.431, requires submission of the budget document to the Tax Supervising Conservation Commission (TSCC) by May 15 of each year. ORS 294.431 allows taxing jurisdictions to request an extension of the submission date. Portland Public Schools ("PPS") applied for, and was granted an extension to this deadline, and submitted the PPS budget to TSCC as required.
- G. The TSCC held a public hearing on the Approved Budget on June 11, 2024.
- H. ORS 457.445 (6) (d) provides the opportunity for a school district to be excluded from urban renewal division of tax calculations with a statutory rate limit on July 1, 2003 that is greater than \$4.50 per \$1,000 of assessed value. To the extent that the rate limit was increased under section 11 (5) (d), Article XI, of the Oregon Constitution, property tax revenue from said increase is excluded from local revenues. The District will notify the county assessors of the rate to be excluded for the current fiscal year no later than July 15.
- I. Portland Public Schools has a statutory rate limit that is in excess of the \$4.50 limitation that includes an increase under section 11 (5)(d), Article XI, of the Oregon Constitution.

RESOLUTION

- 1. The Board of Directors of School District 1J, Multnomah County, Oregon, hereby adopts the budget for fiscal year 2024-25 in the total amount of \$2,393,878,000. This budget is on file at Portland Public Schools central office, 501 N Dixon St, Portland, Oregon 97227.
- 2. The Board of Directors of School District 1J, Multnomah County, Oregon, hereby appropriates for the fiscal year beginning July 1, 2024, the amounts summarized by fund and function in Attachment A for the fiscal year 2024-25.
- 3. The Board resolves that the District hereby imposes the taxes provided for in the adopted budget and that these taxes are hereby imposed and categorized for purposes of Article XI, section 11 (b), for tax year 2024-25 upon the assessed value of all taxable property in the District, as follows:

Type	Education Limitation	Excluded from Limitation
Permanent Rate Tax Levy	\$5.2781/\$1,000 of assessed valuation	
Local Option Rate tax Levy	\$1.9900/\$1,000 of assessed valuation	
Bonded Debt Levy		\$166,000,000

4. The Board further resolves that \$0.5038 per \$1,000 of taxable assessed value is excluded from the division of tax calculations, as the Permanent Rate Tax Levy attributable to the increase provided in section 11 (5)(d), Article XI, of the Oregon Constitution (such increase is a result of the expiring Gap Tax Levy). The District will notify the county assessors that, for the 2024-25 fiscal year, \$0.5038 of the District's permanent tax rate levy is to be excluded from the urban division of tax calculations under the provisions of ORS 457.445 (6) (d).

Attachment A
Portland Public Schools
Adjustments to the 2024-25 Approved Budget
June 11, 2024
(in thousands)

	Proposed Budget	Adjustment	Approved Budget	Recommended Adopted Budget
100 - General Funds				
Resources				
Beginning Fund Balance	84,205	2,933	87,138	87,138
Local Property and Other Taxes	351,964	-	351,964	351,964
Local Option Taxes	104,608	-	104,608	104,608
Other Local Sources	26,749	-	26,749	26,749
County and Intermediate Sources	12,306	-	12,306	12,306
State Sources	271,565	-	271,565	271,565
Federal Sources	15	-	15	15
Other	1,700	(1,650)	50	50
Total	853,111	1,283	854,394	854,394
Requirements				
Instruction	437,284	1,800	439,084	439,084
Support Services	355,802	(840)	354,962	354,962
Enterprise and Community Svcs	3,257	-	3,257	3,257
Debt Service	2,194	(1,855)	339	339
Transfers of Funds	11,918	3,979	15,895	15,895
Contingency	42,656	(1,800)	40,856	40,856
Total	853,111	1,283	854,394	854,394
200 - Special Revenue Funds				
Resources				
Beginning Fund Balance	33,904	-	33,904	33,904
Property and Other Taxes	364	-	364	364
Other Revenue from Local Sources	11,510	-	11,510	11,510
Intermediate Sources	21,660	-	21,660	21,660
State Sources	86,273	-	86,273	86,273
Federal Sources	68,661	-	68,661	68,661
Interfund Transfers	1,946	-	1,946	1,946
All Other Resources	-	-	-	-
Total	224,318	0	224,318	224,318
Requirements				
Instruction	97,021	1,993	99,014	99,014
Support Services	74,386	(1,576)	72,810	72,810
Enterprise and Community Svcs	30,056	(1)	30,055	30,055
Facilities Acquisition and Construction	15	-	15	15
Debt Service	417	(417)	-	-
Contingency	-	-	-	-
Unappropriated Ending Fund Balance	22,423	-	22,423	22,423
Total	224,318	0	224,318	224,318
300 - Debt Service Funds				
Resources				
Beginning Fund Balance	5,798	-	5,798	5,798
Property and Other Taxes	159,334	-	159,334	159,334
Other Revenue from Local Sources	93,348	165	93,513	93,513
Interfund Transfers	619	-	619	619
Total	259,099	165	259,264	259,264
Requirements				
Debt Service	259,099	-	259,099	259,099
Contingency	-	165	165	165
Unappropriated Ending Fund Balance	-	-	-	-
Total	259,099	165	259,264	259,264
400 - Capital Projects Funds				
Resources				
Beginning Fund Balance	560,916	(364)	560,552	560,552
Other Revenue from Local Sources	18,845	-	18,845	18,845
Intermediate Sources	20,000	-	20,000	20,000
State Sources	650	-	650	650
Bond Proceeds & Premiums	429,346	-	429,346	429,346
Interfund Transfers	1,000	-	1,000	1,000
Total	1,030,758	(364)	1,030,393	1,030,393

Requirements

Support Services	1,954	-	1,954	1,954
Facilities Acquisition and Construction	1,027,821	-	1,027,821	1,027,821
Debt Service	364	(364)	-	-
Transfers of Funds	619	-	619	619
Total	<u>1,030,758</u>	<u>(364)</u>	<u>1,030,393</u>	<u>1,030,393</u>

600 - Internal Service Funds

Resources

Beginning Fund Balance	4,351	-	4,351	4,351
Other Revenue from Local Sources	8,244	(37)	8,207	8,207
Transfers of Funds	8,972	3,979	12,951	12,951
Total	<u>21,566</u>	<u>3,943</u>	<u>25,509</u>	<u>25,509</u>

Requirements

Support Services	20,007	4,002	24,009	24,009
Debt Service	59	(59)	-	-
Contingency	1,500	-	1,500	1,500
Total	<u>21,566</u>	<u>3,943</u>	<u>25,509</u>	<u>25,509</u>

All Funds Total

<u>2,388,852</u>	<u>5,027</u>	<u>2,393,878</u>	<u>2,393,878</u>
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RESOLUTION No. 6921**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
First Response, Inc.	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Services S 95029	District-wide alarm monitoring services. Request for Proposals 2024-002	Original Term: \$91,836 Total through all renewals: \$459,180	D. Jung Fund 101 Dept. 5592	No
Funds for Learning	7/1/24 through 6/30/29	Personal Services PS 95101	E-rate compliance and administration services. Direct Negotiation – Ongoing, long-term relationship PPS-46-0525(3)	\$247,500	D. Wolff Fund 101 Dept. 5581	No
Eco Shuttle	8/22/24 through 8/21/29	Services S 95116	Provide Special Pupil Activity Bus (SPAB) transportation services to District students for athletic and field trips on an as needed basis. ODE approved provider under OAR 581-053-0610 through OAR 581-053-0640	Not to Exceed: \$200,000	D. Jung Fund 101 Dept. Varies	No
Carlson Testing, Inc.	6/12/24 through 5/21/25 Option to renew for up to four additional one-year terms through 5/21/29	Related Services RS 95049	Materials testing & special inspections on an as-needed basis. Request for Proposals 2024-019	Not to Exceed: \$3,000,000	D. Jung Funding Source Varies	No
Professional Service Industries	6/12/24 through 5/21/25 Option to renew for up to four additional one-year terms through 5/21/29	Related Services RS 95051	Materials testing & special inspections on an as-needed basis. Request for Proposals 2024-019	Not to Exceed: \$3,000,000	D. Jung Funding Source Varies	No

Terracon Consultants, Inc.	6/12/24 through 5/21/25 Option to renew for up to four additional one-year terms through 5/21/29	Related Services RS 95052	Materials testing & special inspections on an as-needed basis. Request for Proposals 2024-019	Not to Exceed: \$3,000,000	D. Jung Funding Source Varies	No
Northwest Testing, Inc.	6/12/24 through 5/21/25 Option to renew for up to four additional one-year terms through 5/21/29	Related Services RS 95054	Materials testing & special inspections on an as-needed basis. Request for Proposals 2024-019	Not to Exceed: \$3,000,000	D. Jung Funding Source Varies	No
Miller Nash LLC	7/1/24 through 6/30/25	Legal Services LS 95147	New and ongoing legal services, as needed. Direct Negotiation – Legal Services PPS-46-0525(13)	\$400,000	L. Large Fund 101 Dept. 5560	No
Heartspring	6/17/24 through 6/30/25	Personal Services PS 95177	Provide special education services to specified PPS student at a residential placement per their IEP. Direct Negotiation – Therapeutic Placement PPS-46-0525(12)	\$479,082	C. Proctor Fund 101 Dept. 5414	No
Always Be Learning, Inc.	7/1/24 through 6/30/25	Digital Resource DR 95143	Digital course scheduling software for middle and high schools. Sole Source – PPS-47-0275	\$249,000	C. Proctor Fund 205 Dept. 543 Grant(s) G220, G2358	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
School Specialty, Inc.	6/12/24 through 12/31/26	Region 4 Education Service Center – OMNIA Partners COA 95093	Provide classroom supplies via PPS Private Marketplace on an as-needed basis.	Not to Exceed \$1,000,000	M. Leigh Funding Source Varies	No
Lakeshore Learning	6/12/24 through 12/31/26 Option to renew for up to two additional one-year periods through 12/31/28	Region 4 Education Service Center – OMNIA Partners COA 95095	Provide classroom supplies via PPS Private Marketplace on an as-needed basis.	Not to Exceed \$1,000,000	M. Leigh Funding Source Varies	No

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)**AMENDMENTS TO EXISTING CONTRACTS**

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business
Learning Ally	6/12/24 through 6/11/26	Digital Resource DR 93451 Amendment 1	Site licensing for audiobook solutions for K5 and K8 school sites. This amendment adds two years to the contract term and expands licensing from K5/8 to K12. Special Class Procurement – Copyrighted Materials and Creative Works PPS-47-0288(4)	\$235,380 \$326,317	C. Proctor Fund 459 Dept. 5445 Project DC160	No

New encumbered contracts: \$1,185,762

On-call, potential spend contracts: \$14,600,000

Amendments: \$235,380

June 11, 2024

RESOLUTION No. 6923

Settlement Agreement

The authority is granted to pay a total of \$250,000 to resolve a disputed claim. The settlement agreement will be in a form approved by the General Counsel.

RESOLUTION No. 6924

Settlement Agreement

The authority is granted to pay a total of \$295,000 to resolve a disputed claim. The settlement agreement will be in a form approved by the General Counsel.

RESOLUTION No. 6925

Adoption of the Index to the Minutes

The Following Index to the Minutes are offered for Adoption:

- May 20, 2024 – Special Meeting

RESOLUTION No. 6926

Resolution to Recognize June as Pride Month in Portland Public Schools

RECITALS

- A. Pride Month celebrations include people who are Lesbian, Gay, Bisexual, Transgender, Queer, Two-Spirit, Pansexual, Asexual, Genderfluid, Nonbinary, Intersex, and allies.
- B. In 1969, a New York City police raid in Greenwich Village in New York City sparked an uprising, led by Black and brown trans activists, leading to six days of protests known as the Stonewall Rebellion, which later served as a catalyst for the gay rights movement in the United States and around the world.
- C. Portland Public Schools, the largest school district in the state of Oregon, is home to a proud community of LGBTQ+ staff, students, and families.
- D. Portland Public Schools continues to improve the support of our LGBTQ+ community through the following actions:
 - a. Transgender, nonbinary, and gender diverse administrative directive that outlines PPS guidance for LGBTQ+ Supports
 - b. Restroom Equity Plan to incorporate gender neutral restrooms in modernized school buildings
 - c. Dedicated staff to support LGBTQ+ students
 - d. Allowing students to accurately identify themselves in student information systems
 - e. Establishment and support of LGBTQ affinity spaces for all grade levels
 - f. Despite all of the work being done to push us forward, year after year our Youth Risk Behavior Survey data consistently demonstrates that our PPS LGBTQ+ students experience risk and harm disproportionate to their cisgender and/or heterosexual peers. Furthermore, LGBTQ+ staff carry the weight of these realities on their shoulders while simultaneously trying to protect themselves and create safer spaces for their students. We must do better.
 - g. Our instructional materials should include LGBTQ+ families and trans/nonbinary characters so students can expand their collective understanding of and celebrate the full range of the human experience.
 - h. Portland Public Schools endeavors to be a safer harbor for those LGBTQ+ students and families and is resolved to continue the push forward for LGBTQ+ equity in our schools.

RESOLVED

- 1. Portland Public Schools supports all students and staff by affirming their right to be their authentic selves, including the right to be open about their sexual orientation or gender identity and to speak about their personal and family lives in the same manner as their non-LGBTQ2SIA+ peers, recognizing it is never appropriate to discipline or shame a person who in good faith comes out to another member of the Portland Public Schools community.

2. Portland Public Schools encourages its schools to display in classrooms, offices, or halls, a rainbow Pride flag, Transgender Pride flag, or other sign of support for LGBTQ2SIA+ students or staff, because these symbols are consistent with the District's commitment to the creation of identity-safe and welcoming schools and illustrate our sincere belief that we must serve all without judgment, discrimination, or alienation.
3. Portland Public Schools centers students in all we do, and that includes honoring and respecting a student's gender identity and expression gender at school. We will also commit to educating and supporting adults on their path to greater acceptance and acknowledgement.
4. The Portland Public Schools Board of Education recognizes June as Pride Month in Portland Public Schools and commits to both the urgency and the need for long-term, sustainable, and well-informed action around LGBTQ2SIA+ inclusivity.



Index to the Minutes

(Adopted 7/9/24)

Special Meeting

June 25, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/qrM7i7ZywMc?si=VAGlvqFXUolLg7c1>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Gary Hollands; Vice-Chair Herman Greene; Directors Julia Brim-Edwards, Michelle DePass, Andrew Scott, Patte Sullivan, and Eddie Wang; Student Representative Frankie Silverstein

Absent: Vice-Chair Herman Greene

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RESOLUTIONS

<u>No.</u>	<u>Resolution Title</u>	<u>Page</u>
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6933	Approval of Head Start Policy Council Recommendation.....	505
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Agenda

Time Started	Agenda Title
6:18 pm	Opening
6:19 pm	Consent Agenda (Resolutions 6927-6930 and 6932-6935)
6:21 pm	Update: Center for Black Student Excellence
6:57 pm	Update: Climate Crisis Response Policy Implementation and Climate Crisis Response Committee Report
7:51 pm	Discussion: General Obligation Bond Timing and Next Steps
8:03 pm	Adjourn

Student and Public Comment

None

Action Items

- Consent Agenda – Resolutions 6927 through 6930 and 6932 through 6935**

Director Scott moved and Director DePass seconded the motion to approve the Consent Agenda, including Resolutions 6927 through 6930 and 6932 through 6935. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Absent, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

RESOLUTION No. 6927

Adoption of the Index to the Minutes

The Following Index to the Minutes are offered for Adoption:

- April 02, 2024 – Regular Meeting
- April 09, 2024 – Special Meeting
- April 24, 2024 – Special Meeting
- June 05, 2024 – Special Meeting

RESOLUTION No. 6928**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
CDR Labor Law, LLC	7/1/24 through 6/30/25	Legal Services LS 95253	Legal services on an as-needed basis. Direct Negotiation – Legal Services PPS-46-0525(13)	\$350,000	L. Large Fund 101 Dept. 5460	No
Sankofa Counseling	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95195	RESJ student support services. Request for Proposals 2024-008	Original Term: \$123,682 Total through all renewals: \$618,410	R. Adams Fund 101 Dept. 5432	MBE, WBE, ESB
Camp Fire Columbia	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95197	RESJ student support services. Request for Proposals 2024-008	Original Term: \$100,000 Total through all renewals: \$500,000	R. Adams Fund 101 Dept. 5432	N/A – Nonprofit
Coalition of Black Men	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95214	RESJ student support services. Request for Proposals 2024-008	Original Term: \$120,000 Total through all renewals: \$600,000	R. Adams Fund 101 Dept. 5432	N/A – Nonprofit
Maurice Lucas Foundation	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95203	RESJ student support services. Request for Proposals 2024-008	Original Term: \$50,000 Total through all renewals: \$250,000	R. Adams Fund 101 Dept. 5432	N/A – Nonprofit
Samoa Pacific Development Corporation	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95216	RESJ student support services. Request for Proposals 2024-008	Original Term: \$35,000 Total through all renewals: \$175,000	R. Adams Fund 101 Dept. 5432	N/A – Nonprofit

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source	Certified Business
Self Enhancement, Inc.	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95236	RESJ student support services. Request for Proposals 2024-008	Original Term: \$1,750,907 Total through all renewals: \$8,754,535	R. Adams Fund 101 Dept. 5432	N/A – Nonprofit
African Youth & Community Organization	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95226	RESJ student support services. Request for Proposals 2024-008	Original Term: \$100,000 Total through all renewals: \$500,000	R. Adams Fund 101 Dept. 5432	N/A – Nonprofit
Immigrant & Refugee Community Organization (IRCO)	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95232	RESJ student support services. Request for Proposals 2024-008	Original Term: \$832,000 Total through all renewals: \$4,160,000	R. Adams Fund 101 Dept. 5432	N/A – Nonprofit
African Refugee Immigrant Organization (ARIO)	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95234	RESJ student support services. Request for Proposals 2024-008	Original Term: \$168,271 Total through all renewals: \$841,355	R. Adams Fund 101 Dept. 5432	N/A – Nonprofit
Open School, Inc.	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95233	RESJ student support services. Request for Proposals 2024-008	Original Term: \$1,200,000 Total through all renewals: \$6,000,000	R. Adams Fund 101 Dept. 5432	N/A – Nonprofit
REAP, Inc.	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95235	RESJ student support services. Request for Proposals 2024-008	Original Term: \$250,000 Total through all renewals: \$1,250,000	R. Adams Fund 101 Dept. 5432	N/A – Nonprofit
Girl Scouts of Oregon and SW Washington	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95237	RESJ student support services. Request for Proposals 2024-008	Original Term: \$200,000 Total through all renewals: \$1,000,000	R. Adams Fund 101 Dept. 5432	N/A – Nonprofit
The I AM Academy	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95238	RESJ student support services. Request for Proposals 2024-008	Original Term: \$210,000 Total through all renewals: \$1,050,000	R. Adams Fund 101 Dept. 5432	No

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source	Certified Business
Native American Youth and Family Center (NAYA)	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95240	RESJ student support services. Request for Proposals 2024-008	Original Term: \$680,380 Total through all renewals: \$3,401,900	R. Adams Fund 101 Dept. 5432	N/A – Nonprofit
Portland Opportunities Industrialization Center (POIC)	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95242	RESJ student support services. Request for Proposals 2024-008	Original Term: \$160,000 Total through all renewals: \$800,000	R. Adams Fund 101 Dept. 5432	N/A – Nonprofit
iUrban Teen	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95244	RESJ student support services. Request for Proposals 2024-008	Original Term: \$150,000 Total through all renewals: \$750,000	R. Adams Fund 101 Dept. 5432	N/A – Nonprofit
Center for Intercultural Organizing (Unite Oregon)	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95241	RESJ student support services. Request for Proposals 2024-008	Original Term: \$90,000 Total through all renewals: \$450,000	R. Adams Fund 101 Dept. 5432	N/A – Nonprofit
Chess for Success	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95227	RESJ student support services. Request for Proposals 2024-008	Original Term: \$115,000 Total through all renewals: \$575,000	R. Adams Fund 101 Dept. 5432	N/A – Nonprofit
Boys & Girls Club of Portland Metro	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95243	RESJ student support services. Request for Proposals 2024-008	Original Term: \$100,000 Total through all renewals: \$500,000	R. Adams Fund 101 Dept. 5432	N/A – Nonprofit
Latino Network	7/1/24 through 6/30/25 Option to renew for up to four additional one-year terms through 6/30/29	Personal Services PS 95255	RESJ student support services. Request for Proposals 2024-008	Original Term: \$1,263,120 Total through all renewals: \$6,315,600	R. Adams Fund 101 Dept. 5432	N/A - Nonprofit

*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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Office Depot	6/26/24 through 12/31/26	Region 4 ESC – OMNIA Partners COA 95180	Provide school and office supplies on an as-needed basis District-wide via the PPS Private Marketplace.	\$2,000,000	M. Leigh Funding Source Varies	No
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NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)**No new IGAs****AMENDMENTS TO EXISTING CONTRACTS**

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount, Contract Amount	Responsible Admin, Funding Source	Certified Business
Passport to Languages	6/26/24 through 6/30/25 Option to renew for up to three additional one-year terms through 6/30/28	Personal Services PS 93579 Amendment 1	Interpretation services on an as-needed basis. Request for Proposals 2022-036	\$120,000 Total through all renewals \$580,000	L. O'Dell Funding Source Varies	WBE
Immigrant & Refugee Community Organization (IRCO)	6/26/24 through 6/30/25 Option to renew for up to three additional one-year terms through 6/30/28	Personal Services PS 93581 Amendment 1	Interpretation services on an as-needed basis. Request for Proposals 2022-036	\$120,000 Total through all renewals \$500,000	L. O'Dell Funding Source Varies	N/A – Nonprofit
PowerSchool Group LLC	7/1/24 through 6/30/25	Digital Resource DR 93928 Amendment 1	License and subscription to student reporting platform for 24/25 school year. Special Class Procurement – Software/Hardware Maintenance or Upgrades PPS-47-0288(11)	\$79,579 \$155,937	R. Adams Fund 101 Dept. 5439	No

New encumbered contracts: \$32,176,200

On-call, potential spend contracts: \$3,430,000

Amendments: \$79,579

RESOLUTION No. 6929**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	10/1/23 through 9/30/25	Intergovernmental Agreement / Revenue IGA/R 95223	Funding for two years of summer programming at Boise-Eliot, Kelly, Peninsula, Sitton, Vestal, Woodmere, Ockley Green, and Lent.	\$1,967,352	C. Proctor Fund 205 Grant G2373

AMENDMENTS TO EXISTING REVENUE CONTRACTS

No Amendments to Existing Revenue Contracts

RESOLUTION No. 6930Authorization for Off-Campus Activities**RECITAL**

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

RESOLUTION

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

AUTHORIZATION FOR OFF-CAMPUS ACTIVITIES

Date(s)	School, Course, & Number of Students	Purpose of Travel	Travel Destination	Estimated Cost	Equitable Field Trip Fund; %
6/29-6/30/24	Wells HS M Basketball	Tournament	Bellevue, WA	\$274	N/A
6/29-6/30/24	Grant HS M Basketball	Tournament	Bellevue, WA	\$350	N/A

RESOLUTION No. 6932

Approval of Head Start Policy Council Recommendation

RECITALS

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. Portland Public Schools Head Start Policy Council recommends the approval for PPS Head Start to apply for Fiscal Year 2025 Federal Grant funds.

RESOLUTION

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

RESOLUTION No. 6933

Approval of Head Start Policy Council Recommendation

RECITALS

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. Portland Public Schools Policy Council recommends the approval of formalized Incident Reporting to align the Head Start Performance Standard – §1302.102(d)(1)(ii). This policy clarifies reporting requirements including types of reportable incidents, who to report to, reporting timeframe and consequences for failure to report incidences.

RESOLUTION

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

RESOLUTION No. 6934

Approval of Head Start Policy Council Recommendation

RECITALS

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. PPS Head Start is required to submit a Site and Service Workbook annually as part of its Department of Early Learning and Care (DELIC), Oregon Prenatal – Kindergarten (OPK) state grant. This data assists the DELIC with report submission and facilitates any grant management systems claims PPS Head Start may have.

RESOLUTION

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

RESOLUTION No. 6935

Settlement Agreement

The authority is granted to pay a total of \$225,000 to resolve a disputed claim. The settlement agreement will be in a form approved by the General Counsel.