Special Meeting
Tuesday, September 24, 2024 6:00 PM

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

# Agenda

1. 6:00 pm - Call to Order / Opening
2. 6:05 pm - 2024 - 2026 Agreement between Portland Association of Teachers/Substitute Teachers and School District No. 1J, Multnomah County, Oregon (Resolution 6970) Vote- Public comment accepted
3. 6:15 pm - First Reading of Policy Revisions:
    - High School Credit Earned Prior to Ninth Grade 6.10.100-P
    - Diploma Requirements Policy 4.20.042-P
4. 6:20 pm - Review Draft 2025 Advocacy Agenda
5. 6:30 pm - Consent Agenda: Resolutions 6967 through 6969 and 6971 Vote- Public Comment Accepted
    5.(a) Resolution 6967: Adoption of the Index to the Minutes
    5.(b) Resolution 6968: Expenditure Contracts
    5.(c) Resolution 6969: Revenue Contracts
    5.(d) Resolution 6971 - Authorizing Off-Campus Activities
6. 6:35 pm - Adjourn

**RESOLUTION No. 6970**

2024-2026 Agreement between Portland Association of Teachers/Substitute Teachers and School District No. 1J, Multnomah County, Oregon

**RESOLUTION**

The Superintendent is authorized and directed to execute the 2024-2026 Agreement between the Portland Association of Teachers, representing Substitute Teachers, and School District No. 1J, Multnomah County, Oregon, on the terms presented to the Board and filed in the record of this meeting.

# AGREEMENT

School District No. 1 Multnomah County Oregon and

**Portland Association of Teachers**

**Substitute Educators**

~~2021 – 2024~~

2024 - 2026

TABLE OF CONTENTS


| | |
|---|---|
| ARTICLE 1 – RECOGNITION CCL | 3 |
| ARTICLE 2 – ASSOCIATION RIGHTS | 3 |
| ARTICLE 3 – DUES AND PAYROLL DEDUCTIONS CCL | 4 |
| ARTICLE 4 – MANAGEMENT RIGHTS CCL | 5 |
| ARTICLE 5 – NO STRIKE CLAUSE CCL | 5 |
| ARTICLE 6 – DISCIPLINE PROCEDURE | 5 |
| ARTICLE 7 – SUBSTITUTE RIGHTS | 10 |
| ARTICLE 8 – SUBSTITUTE LISTS | 15 |
| ARTICLE 9 – WORK HOURS & WORK DAYS | 16 |
| ARTICLE 10 – SICK LEAVE CCL | 18 |
| ARTICLE 11 – GRIEVANCE PROCEDURE CCL | 19 |
| ARTICLE 12 – INSURANCE | 23 |
| ARTICLE 13 – COMPENSATION AND INCENTIVES | 24 |
| ARTICLE 14 – DURATION | 26 |
| MEMORANDUM OF UNDERSTANDING | 28 |
| MEMORANDUM OF AGREEMENT | 29 |
| MEMORANDUM OF AGREEMENT | 30 |
| APPENDIX A CCL | 32 |
| INDEX | 33 |

## ARTICLE 1 – RECOGNITION CCL

A. The Board of Directors of Portland Public Schools recognizes the Portland Association of Teachers as the exclusive bargaining agent for all substitute educators employed by Portland Public Schools.

B. In this contract the term "District" shall refer to the Board or any of its agents, supervisors or administrators. The term "Association" shall refer to the Portland Association of Teachers and the term "substitute" shall refer to all substitute educators.

C. 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.

D. For purposes of calculating timelines, unless specifically defined as calendar days, all days in this agreement mean student days excluding holidays, weekends, and other non-student days including winter, spring, and summer breaks.

## ARTICLE 2 – ASSOCIATION RIGHTS

As it pertains to working conditions, the rights set forth below shall be exclusive to the Association.

A. The Association shall have the right to conduct Association business on District property, use District facilities and equipment, use District mail services, teachers' mailboxes, and use the PAT bulletin board in each building. These uses will not interrupt classes or other normal school operations. The Association shall pay for the reasonable costs of all materials, supplies and special services required beyond normal operation incidental to such uses.

B. Upon request, the District shall furnish the Association reasonably available information necessary to its function as bargaining agent.

C. At substitute meetings held by the District, the Association shall have the right to make brief presentations/announcements about Association programs or activities. The District will give prior notice of such meetings to the Association and will give consideration to recommendations made by the Association regarding such meetings.

D. Any District-appointed committee which considers issues relating to substitutes and includes substitutes shall include at least one member appointed by the Association. Such appointee shall be a substitute.

E. The rights provided to the Association under the PAT Teachers' Contract to speak at Board meetings may be used to address the Association's substitutes' concerns.

F. Substitute(s) designated by the Association may conduct Association business so long as it does not interrupt classes or other normal school operations.

G. The District and the Association shall meet every other month, beginning in October, each school year, for substitute contract administration meetings. Issues relating to substitutes may be brought to these meetings. The District shall pay up to three (3) substitutes a half-day release time for attending the meetings.

H. The District will grant up to ~~three (3)~~ five (5) substitutes identified by the Association reasonable time without loss of compensation, leave accrual or any other benefits for the times they are present in negotiations between the District and the Association. More substitutes may be added upon mutual agreement. That is, such substitutes will receive substitute pay during such period of time. The time spent in negotiations shall count toward the total amount of time required for insurance eligibility. Should negotiations take place at times other than when schools are in session, the District shall not be obligated to pay and such time will not count toward insurance eligibility. The period of time in negotiations shall not be viewed as a break in a multiple-day assignment of the involved substitute.

## ARTICLE 3 – DUES AND PAYROLL DEDUCTIONS CCL

A. A substitute may request, in writing, that their regular Association membership dues, including NEAFCAPE, OEA-PIE, PAT PAC and the OEA Foundation, be deducted from their salary. Such authorization shall continue in effect until revoked in writing. Deductions will be made only for the months the substitute actually works. Withdrawing the authorization for payroll deduction for such dues may be accomplished by writing to the Office of the Association and to the District Payroll Office. Written withdrawal notifications received prior to October 1 shall be effective October 1 of the same year. Otherwise they shall be effective October 1 of the ensuing year.

B. The District shall deduct an amount(s) established by the Association each pay month from the pay of each substitute who actually works that month and who has completed a dues deduction authorization described in Section A of this Article. Such an amount shall represent compensation to the Association for any purpose authorized by law.

C. By the 5th working day of each month the District shall provide to the Association a check with the sum of all such deductions for the previous month's payroll along with a list of names of those substitutes from whom deductions have been made.

D. Upon appropriate written request from the substitute, the District shall deduct from the salary of the substitute 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:

- 403(b) Roth and Traditional Options
- Approved Financial Institutions
- District-approved Charitable Organizations
- Flexible Spending Accounts (IRS Section 125)

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

**E.** The Association covenants and warrants that its present Bylaws provide for and agree to indemnify, defend and hold the District harmless for the dues deductions authorization, withdrawal, and remittance procedures provided in this Article. If the District invokes this paragraph, then the Association will provide the attorney and the parties will fully cooperate in any litigation. If the District wishes to use its own attorney, then the District will pay the cost of said attorney.

**F.** Each month, the District shall provide the Association a list of all substitutes who are currently on the District's Substitute list. The list will include the employees' 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.

G. Substitutes' paycheck stubs shall show the gross pay, any retirement contributions, and an itemization of deductions.

## ARTICLE 4 – MANAGEMENT RIGHTS CCL

Subject to the expressed terms of this Agreement, the Board and its designees hereby retain and reserve unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Oregon, including the functions and programs of the District, its standards of services and education, its overall budget, utilization of technology and its organizational structure, the selection, direction and assignment of its personnel, the use of its facilities, and all areas of discretion in matters of inherent managerial policy. Nothing in this Agreement shall preclude the District from assigning unassigned ~~regular teachers~~ classroom educators to work as substitutes.

## ARTICLE 5 – NO STRIKE CLAUSE CCL

During the term of this Agreement, the Association, its officers, representatives and members of the bargaining unit shall not engage in or condone any strike, slowdown, work stoppage or other such concerted activities by substitutes of the District.

## ARTICLE 6 – DISCIPLINE PROCEDURE

A. Respectful Work Environment

All comments related to substitute behavior shall be made privately. Materials relating to disciplinary action shall be placed in the personnel file.

No substitute shall be disciplined without just cause and to the extent possible progressive

discipline shall be used.

B. Personnel File

1. A substitute shall be provided a copy of any materials relating to their work performance if such materials are to be placed in that substitute's personnel file.

2. Materials related to an incident, other than a complaint processed according to E.5 of this Article, must be placed in the file within one hundred and twenty (120) days of knowledge of the incident by the Human Resources Department. A substitute shall have the right to review the contents of their personnel file retained by the District. A representative of the Association may, at the request of the substitute, accompany the substitute in this review or be authorized by the substitute, in writing, to make the review. A substitute may attach a written response to any item in their personnel file. A substitute may request and have granted that a Letter of Expectation be removed from their file if after six (6) years of its being written no subsequent similar entries have been made into the personnel file.

C. Representation

Whenever a substitute is directed to meet with a Site Administrator or other representative of the District regarding a matter which could result in disciplinary action or termination, the substitute shall be given prior written notice describing the issue to be discussed, including specifics of the allegations, dates and times, in such meeting and the right to have representation by up to two (2) members of the Association to support and advise the substitute during the meeting. representatives may not respond to questions on behalf of the employee.

D. Classroom Restriction

A request that a substitute not return to a particular classroom shall be honored if the classroom teacher has conferred with a site administrator and made a good faith effort to contact the substitute prior to the request. Notice of such a request, including specifics of the reason stated by the classroom teacher, shall be given to the substitute. The substitute shall have the right to request a meeting with such classroom teacher. A classroom restriction shall not be considered discipline.

E. Allegations

1. The Human Resources Department or Site Administrator must notify a substitute of any allegation against them that may lead to discipline within fifteen (15) days following receipt of the allegation and all attempts will be made to schedule the investigatory interview within 60 days of receiving the complaint.

2. No allegation received by Human Resources more than ~~six months~~ sixty (60) student days beyond the incident which gave rise to the allegation will lead to discipline unless the incident is of a nature that termination ~~(level 4)~~ is the required form of discipline.

3. Allegations shall not be placed in the personnel file unless they result in a Letter of Expectation and/or disciplinary action.

4. At any investigatory meeting into an allegation, the Site Administrator or Human Resources Department must describe the specifics of the complaint, including but not limited to, the time, place and type of action complained of, if known. If the complaint is used to support any disciplinary action, the name of the complainant shall be given.

5. A supervisor, a site administrator, or Human Resources may choose to meet or communicate ~~directly~~ with the substitute to discuss an incident and advise the substitute how to handle similar situations depending on the severity of the issue in the future. If an incident is handled in this way, it is not considered discipline.

5.1. Letter of Expectation

5.1.1. The District may issue a Letter of Expectation in lieu of discipline.

5.1.2. The District must email the letter to the substitute's PPS email address and include a copy to the ~~Substitute Office~~ Site Administrator, Human Resources, and to the PAT representative. The Letter of Expectation must be based upon factual record and deal with a situation that was in the substitute's control.

5.1.3. The Letter of Expectation must conform to the template agreed upon by the parties (Appendix A).

5.1.4. The purpose of the Letter of Expectation is to document the notice to the employee of a District rule or policy.

5.1.5. The Letter of Expectation will be included in the substitute's personnel file but shall not be considered discipline.

5.1.6. The substitute has the right to write a rebuttal to any Letter of Expectation.

5.1.7. The Letter of Expectation shall be removed from the substitute's personnel file after six (6) years.

F. Employee Discipline

1. Supervisors and HR are encouraged to seek and impose the lowest appropriate form of response (disciplinary or non-disciplinary).

2. All actions, disciplinary or non-disciplinary, shall follow a completed investigation, including interviews with all relevant staff and witnesses.

3. If a substitute calls for help in dealing with a difficult class situation, and the school is unable to provide classroom management assistance, the District will consider that fact in any disciplinary investigation.

4. Written Reprimand - A written reprimand is a written form of discipline for actions by a substitute that clearly violate the District's rules or policies and where the substitute knew or should have known would lead to discipline. A written reprimand shall contain the exact rule violated by the substitute and summarize the evidence that supports the accusation. A supervisor must notify Human Resources prior to issuing any written

reprimand. A written reprimand may accompany a building restriction.

5. Building restriction - A building restriction is a form of discipline. A building restriction is a period of time with a set end date in which a substitute may not work at a particular building. The length of a building restriction shall depend on the circumstances but shall not be greater than ten school months from the date of original issue. A written reprimand may accompany a building restriction request.

6. Discharge from employment is a form of discipline.

7. Disciplinary action may consist of a written reprimand, a building restriction, and/or discharge from employment. ~~The District must issue discipline in writing, specify the "step" resulting from the discipline in actions short of discharge from employment, and include the consequences of any further instances of discipline if applicable.~~

~~G. Progressive Discipline.~~

~~1. Action by the District may commence at any of the below steps depending on the severity of the incident. When imposing discipline, the District may also choose not to count it as a step up on the scale.~~

~~2. A first instance of discipline may place the substitute on "step 1" of a four-step scale. Subsequent instances of discipline may move the substitute progressively to steps 2, 3, and discharge.~~

~~3. For purposes of progressive discipline only:~~

~~a. A substitute receiving a Step 1 discipline will remain on Step 1 for two years following the issuance of a reprimand or the expiration of a building restriction. If during that period, the substitute receives a second single-step discipline they will be moved to Step 2. If no discipline occurs during the 2-year period they will no longer be on a Step.~~

~~b. A substitute on Step 2 will remain there for two (2) years from the issuance of the discipline. If a substitute on Step 2 receives another single-step discipline they will be moved to Step 3. If no discipline occurs during the two (2) year period they will move to Step 1. The Step 1 procedure from the preceding paragraph of this Article will then apply.~~

~~c. A substitute on Step 3 will remain there unless Human Resources, the substitute and PAT agree to lower the Step to 1, 2 or none. If a substitute on Step 3 receives another discipline of any kind they will be discharged from PPS.~~

H. Paid Administrative Leave

1. A substitute who is restricted from accepting work pending an investigation will be placed on paid administrative leave ("PAL") provided the substitute is available to accept work.

2. If the substitute on PAL is unavailable to accept work, they will be removed from PAL status and will be able to appropriately use any sick leave accruals or go without pay until the substitute is available to accept work and be placed back on PAL.

3. The parties agree that the District is limited to placing a substitute on PAL to the following situations:

a. There are concerns the substitute will repeat the alleged misconduct;

b. The allegation is sexual abuse/misconduct or physical misconduct;

c. Removal of the substitute from all worksites is appropriate to maintain the safety and security of students and/or staff; or

d. The alleged misconduct is serious enough to result in dismissal, if substantiated.

e. Paid administrative leave is required by law.

4. The parties agree that substitutes who are placed on PAL pending the outcome of a misconduct investigation are entitled to compensation calculated as follows:

a. For substitutes in their first six months of employment or reemployment with the District, the number of PAL workdays paid shall be the number of workdays on PAL status, multiplied by the fraction of (workdays worked during their employment with the District) divided by (available workdays during that time period).

b. For substitutes who have been employed continuously by the District for six months or more, the number of PAL workdays paid shall be the number of workdays on PAL status, multiplied by the fraction of (workdays worked during the previous six complete pay periods) divided by (available workdays during that time period).

c. The number of PAL days calculated in subsections 4(a) or 4(b) above shall be rounded to the nearest half day.

d. Summer Break pay periods and non-working days for substitutes as defined by Article 1.D are excluded from the calculation of the fractions in subsections 4(a) and 4(b).

5. Substitutes on PAL may request that the time period in 4(a) and 4(b) used for calculation be altered in the event that the time period is not representative of the substitute's work history. The District retains sole discretion to grant or not grant such a

request.

6. If the substitute had accepted a multiple-day or long-term substitute position prior to being placed on PAL, the substitute will receive the compensation the substitute would have earned during such assignment for the period of such assignment that runs concurrently with the PAL. Except for the period of such assignment, subsection 4(a) or 4(b) will apply.

7. Substitutes on PAL will not be compensated for holidays or non-student days.

8. In any pay period, if the number of PAL days calculated in subsections 4(a) or 4(b) plus the number of days worked in other districts exceeds the number of workdays in the pay period, the number of PAL days paid shall be reduced by the amount of excess. Substitutes must report any days they worked as a substitute in any other school district(s) while on District PAL.

9. At no time will the substitute be compensated for more substitute workdays than occur during a pay period.

I. The District will remove any substitute if their teaching license expires. The District may terminate the employment of a substitute 30 calendar days after their teaching license expires. The District agrees to consider any mitigating information before making the decision to terminate a substitute and remove them from the applicable substitute list under this provision.

J. Late Cancellations

1. A "late cancellation" is defined as a substitute canceling an accepted job assignment by any method less than twelve (12) hours prior to the start time of the assignment. Late cancellation does not include: (1) assignments canceled because of the use of sick leave pursuant to this agreement and District policy; (2) assignments canceled within thirty (30) minutes of accepting the assignment; or (3) assignments canceled by mutual agreement with the classroom educator, school secretary, or building administrator.

2. The District may pursue disciplinary corrective action in response to excessive late cancellations (more than two in a 12-month period) as appropriate. The District agrees to consider any circumstances outside of the substitute's control in evaluating the proper response to late cancellations. Discipline for late cancellations must follow progressive discipline.

## ARTICLE 7 – SUBSTITUTE RIGHTS

A. Physical Examinations

Physical examinations of substitutes shall not be required. However, the District may require that

the substitute provide medical documentation that they are medically and physically able to perform the job duties of a substitute.

B. Nondiscrimination

In matters of wages, hours and employment relations, or any other matter covered by this Agreement, the District agrees to follow a policy of not discriminating against any substitute on the basis of race, color, national origin, ancestry, sex, age, weight, height, marital status, religion, disability, sexual orientation, gender identity, lawful off-duty political activity or associations, membership or non-membership in the Association or participation in its activities, the fact that the substitute's residence is outside the District, association with another person within a class or with a status listed in this paragraph, or as otherwise provided by School Board policy. However, this provision shall not be construed to prevent the following:

1. District participation in programs conducted in an effort to increase opportunities for historically underserved groups, subject to the provisions of this Agreement.

2. Distinctions resulting from a bona fide occupational requirement reasonably necessary to the normal operation of the District, including, but not limited to, distinctions due to the physical requirements of the employment, lack of adequate facilities to accommodate both sexes, or other distinctions authorized by law including retirement requirements.

3. Consequences of District policies pertaining to assignment of spouses both employed by the District if one is an administrative or supervisory employee.

4. It is the intention of the parties that the interpretation given to this Article shall be consistent with the proper interpretation of the provisions of the Oregon Fair Employment Practices law contained in ORS 659A. A grievance alleging violation of this article may not be appealed to arbitration if the alleged discrimination is based on one or more legally protected classes.

C. Non-reprisal for Grievances

A reprisal shall not be taken against a substitute in response to their right to file a grievance as provided in this Agreement.

D. Academic Freedom

A substitute shall have the same Academic Freedom rights as provided in the PAT Teachers' Contract when the substitute is responsible for lesson plans. Examples include when lesson plans are not provided by the ~~regular teacher~~ classroom educator or when students finish the planned lesson early.

E. Student Grades and Discipline

When the substitute is responsible for grading, and issues student grades in accordance with District policies, a supervisor shall not change them unless a substantive reason exists. This provision shall not be interpreted to allow a substitute to assign grades in any manner which deviates from general District-wide practices. A substitute shall have the same rights in administering student discipline and student health procedures as the ~~regular teacher~~ classroom educator for whom they are substituting. The building discipline plan shall be included in the substitute building folder at each site and such plan shall conform with District policies and regulations.

1. An allegation that a student has committed assault or battery upon a unit member shall result in the removal of the student from the responsibility of the unit member pending administrative investigation of the incident. The administrator shall exercise appropriate progressive discipline. If the investigation shows battery did occur and the unit member so recommends, the student will not be returned to the affected member's responsibility.

2. Any student making a serious or menacing threat of harm to the person, property or family members of a substitute shall be immediately subject to appropriate discipline in accordance with the Students' Rights and Responsibilities Handbook.

3. Student behavioral records shall be accessible to the affected substitute. School officials will set up procedures so that information about students with records of violence including weapon violations will 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.

4. Any student found to have committed assault or battery upon a unit member shall be immediately subject to appropriate discipline in accordance with the Students' Rights and Responsibilities Handbook. However, there shall be a minimum of five (5) days suspension for a threat (assault) and mandatory expulsion for the remainder of the year for battery. The Superintendent may modify the disciplinary consequences on a case-by-case basis.

F. Personal Injury Benefits and Property Loss

1. Any case of assault upon a substitute while acting within the scope of their duties shall be promptly reported in writing to the building administrator who shall forward a copy to the appropriate Central Office Administrator for investigation and resolution.

2. The District shall reimburse substitutes for loss or destruction of personal property, excluding vehicles, under the following circumstances:

a. When the loss is a result of any assault on the substitute's person suffered during the course of employment.

b. When the substitute has exercised reasonable care to protect their personal property.

c. When use of personal property for instructional purposes has been approved in writing by the building administrator and the substitute has exercised reasonable care to protect such property.

Reimbursement shall be at replacement cost (not to exceed 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 four hundred dollars ($400.00) and shall not be made when carelessness or negligence on the part of the substitute was evident. The substitute shall cooperate and support the District in its investigation and resolution of any reported loss. The District will provide assistance in attempting to investigate and/or reclaim other stolen or damaged personal property including automobiles.

G. 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 substitute while in the normal course of their duties as an employee of the District. This coverage shall apply only as excess insurance over and above other valid and collectible liability insurance carried by the substitute. The District may require as a condition to this coverage that before the vehicle is used on District business, the substitute provide a valid driver's license and proof of insurance showing that they have at least the minimum amount of insurance required to license a vehicle in the State of Oregon. The District will reimburse the substitute for any deductible cost the substitute is required to pay, as a result of an on-duty accident, not to exceed two hundred fifty dollars ($250.00). Reimbursement will not be made if the substitute is convicted of or admits to driving under the influence of intoxicants or with a suspended license.

H. Safety

1. A substitute shall have the right to refuse to expose themself to immediate danger created by unsafe working conditions when such danger threatens substantial bodily injury or would be a significant health hazard to the substitute. The substitute shall give notice of the condition to their supervisor and shall be subject to assignment to another location or duty while the condition is being investigated and/or corrected. The District recognizes the responsibility to make every reasonable effort to enhance the security of building and grounds as may be required through the use of necessary lighting and other safety precautions. The District will post a notice when non-routine cleaners, paints, sealant, and other chemicals are to be used at the work site.

2. Substitute educators working with students and in hard to reach locations, shall have functioning Voice Over Internet Protocol (VOIP) device or other communication device (e.g. walkie-talkie) access.

3. Professional educator-provided substitute plans will include class list(s) or caseload(s) with

relevant behavioral or medical needs. This includes a schedule of IEP services required for the day(s) the professional educator is out, including service minutes, with specific directions that include the relevant academic and behavioral needed medical protocols required to provide the special educator instruction to the student.

4. School climate plans will be available to substitute educators.

5. If a substitute has classroom management concerns, substitute educators may request school staff support in the substitute's classroom. Staff support may be provided as available.

6. To the extent possible substitutes will be notified of scheduled safety drills.

7. Following the ratification of the CBA, the District and PAT will schedule contract administration for PAT substitutes and the District for the duration of the contract.

I. Personal Life of a Substitute

The personal life of a substitute is not an appropriate concern of the District, except as it affects the substitute's fitness for or performance of their duties.

J. Keys

Whenever possible, substitutes shall have access to keys necessary for their assignment in a building and shall be accountable for safeguarding keys in accordance with District regulations. Building administrators are strongly encouraged to determine, and have available, the necessary number of extra keys available for substitutes based on the day with the most regular educator absences in the previous school year. If there are not enough keys, the administrator must request additional keys.

K. Class Lists

The school office must provide substitutes with one printed attendance list that does not need to be submitted to the school office.

L. Substitute Report Form

1. The District and the Association shall use a mutually agreed-upon electronic Site Report Form for use by substitutes to identify those buildings which do not provide building information, up-to-date attendance lists, keys, secure locations for personal belongings, and/or other information or tools necessary to the substitute teaching assignment.

2. The ~~substitute office~~ Human Resources department shall review submitted Site Report Forms and promptly work with site administrators to ensure that substitutes are

provided with needed materials and information. The ~~substitute office~~ Human Resources department shall, upon request, provide this information at substitute contract administration meetings.

## ~~ARTICLE 8 – SUBSTITUTE LISTS~~

~~A. The District shall maintain two (2) lists of substitutes as follows:~~

~~1. General Substitute List~~

~~This list shall consist of those substitutes available for assignment without restriction. Substitutes on the General Substitute List may, however, indicate their preference of assignment. A General Substitute List substitute who is eligible for the Restricted Substitute List may choose to move to the Restricted Substitute List by applying to the Substitute Office in writing by September 1 of the new school year. In addition, an eligible substitute may move to the restricted list by notifying the Substitute Office in writing when a change in circumstance occurs such as health or family issues. No substitute may move to the Restricted Substitute List from the General Substitute List more than once per school year.~~

~~2. Restricted Substitute List~~

~~a. This list shall consist of those substitutes who have indicated their desire to limit their assignments to particular subject matters, locations, and/or times. Substitutes on the restricted list, however, may be called for other assignments when requirements for substitutes cannot be adequately filled with substitutes from the General Substitute List.~~

~~b. Eligibility for the Restricted Substitute List is open to substitutes with a hire date prior to January 1, 1995; to substitutes who have worked as a substitute for the District for 15 years or more and has retired from PERS; to PPS regular educator retirees; and to part-time regular educators. Qualifying substitutes must submit in writing to the Substitute Office an annual update by September 1 of each calendar year indicating their restriction(s).~~

~~B. The District may consider the following factors in offering assignments: certification/endorsement in area requested, knowledge and/or experience in the area requested, equitable distribution of assignments (fairness factor), retentions and continuing assignments and seniority as a substitute. An exception will be made when a regular educator requests one substitute for a specific assignment in the absence management system.~~

~~C. The substitute lists (and monthly updates of those lists) shall be posted in the District's absence management system.~~

~~D. Minimum Workday Requirements~~

~~1. A substitute on the General Substitute List who does not work a minimum of twenty (20) days per school year may be removed from the list, providing there was adequate work available during that school year. Of the twenty (20) days at least five (5) days must be worked from the first day of school through the end of the first semester, and at least five (5) days from the beginning of the second semester through the last day of school. If a substitute does not meet the five (5) day minimum in either half of the year they may be removed from the list.~~

~~2. A substitute on the Restricted Substitute List who does not work a minimum of five (5) days in a school year may be removed from the list, providing there was adequate work available in the District during the school year.~~

~~3. The requirements of this subsection D do not apply to District regular part-time educators on the Restricted Substitute List.~~

~~4. However, a substitute on either list may remove himself/herself from further assignment during a period of a lawful work stoppage by regular teachers by notifying the District in writing.~~

~~**E.** When the District creates a summer list of substitutes, it may establish a reasonable deadline by which substitutes may submit their names for consideration. Only substitutes who volunteer their names by the deadline shall be on the summer list.~~

~~F. For the purpose of posting within the Substitute System, a substitute with only a Substitute Teaching License who formerly held a regular Oregon TSPC license within five (5) years of becoming a PPS substitute will be listed for daily or short-term assignments as being area-specific licensed under their previous TSPC license. Substitutes who hold only a Substitute Teaching License and who have one hundred seventy (170) teaching days in a subject matter as a PPS substitute shall be listed as licensed under that area.~~

~~G. The District will remove any substitute from the applicable substitute list if their teaching license expires. The District may terminate the employment of a substitute 30 calendar days after their teaching license expires. The District agrees to consider any mitigating information before making the decision to terminate a substitute and remove them from the applicable substitute list under this provision.~~

## ARTICLE ~~9~~ 8 – WORK HOURS & WORK DAYS

A. The work day for full-day substitutes shall start fifteen (15) minutes before the student day and end fifteen (15) minutes after the last regular student period, but shall not be less than seven (7) hours.

B. Substitutes will be called for work at least one-half (1/2) day at a time. ~~Three hours and forty-five minutes (3 hours and 45 minutes) shall constitute one-half (1/2) day.~~ Half days shall be

no more than half the full day substitute schedule for the individual school.

C. Administrators may not direct a substitute to switch to an assignment other than the one they have accepted, but an administrator may request such a change which a substitute may accept.

D. When a substitute is paid the extended rate of pay pursuant to Article 13.B, the workday and schedule for full-day substitutes shall be the same as that for ~~regular teachers~~ classroom educators.

E. If a substitute accepts an assignment that was entered into the absence management system in error by the ~~Substitute Office~~ Human Resources department and reports, or if the substitute is not needed after reporting to work, the substitute shall be paid for a half- day but shall be subject to a different PAT assignment by the building principal or supervisor. If another need for a substitute opens in that building during the day, the substitute may be placed in that PAT assignment, and if the substitute declines the PAT assignment they will not be paid.

F. The general times adhered to shall be outlined in the Portland Public Schools Schedule of School Starting/Ending Times (Substitute Work Day Schedule). These times shall coincide with the contractual workday for substitutes. A non-standard assignment (e.g. a half-day long, midday assignment) shall count as a full-day assignment for purposes of determining insurance eligibility per Article 12.C.

G. The building principal shall ensure that arrangements are made for restroom breaks for unit members in the same manner as such breaks are provided to the teachers for whom they are substituting.

H. Substitute teaching in regularly-scheduled night school and year-round school shall be counted as half-day or full-day as outlined in Article 9.A and B for the purpose of calculating benefits eligibility.

I. The parties agree that orientation and~~/~~professional development for substitutes is a desired operational goal. The District will provide paid orientation for substitutes. When funds are available, the District will provide a one-half day paid ~~orientation/~~professional development for substitutes. The Contract Administration committee shall provide input on ~~coordinate~~ the elements of the program and its implementation.

**J.** The District may provide trainings to a limited numbers of substitutes in the substitute pool to improve those substitutes' abilities to succeed in particular areas or programs. Substitutes shall be paid for such trainings at the ~~per diem~~ hourly rate (Daily Rate of Pay divided by 7.5).

~~The District shall announce opportunities for such trainings, and the criteria by which substitutes shall be selected to participate, to all substitutes and to the PAT, and shall set a reasonable deadline for substitutes to apply. The criteria may include (but are not limited to): General Substitute List status; area of licensure; days worked within a stated time period, in the District and/or in the relevant areas or programs. The District may not choose substitutes for such trainings without~~

~~using such criteria.~~

The District may incorporate completion of such trainings into the job assignment process, provided it does not interfere with absent teachers' ability to offer jobs directly to their preferred substitute.

K. Substitutes must complete the District's annual mandatory trainings to be eligible to accept substitute assignments and remain on ~~a~~ the substitute list. After the ~~substitute office~~ Human Resources department verifies completion of such trainings, the substitute will be paid for the trainings at the per diem hourly rate (Daily Rate of Pay divided by 7.5).

L. Any substitute may engage in asynchronous District approved trainings during the classroom educators planning period, time permitting.

M. Minimum Workday Requirements

A substitute who does not work a minimum of twenty (20) days per school year may be removed from the list, providing there was adequate work available during that school year. The requirements of this subsection D do not apply to District regular part-time educators.

N. When the District creates a summer list of substitutes, it may establish a reasonable deadline by which substitutes may submit their names for consideration. Only substitutes who volunteer their names by the deadline shall be on the summer list.

## ARTICLE 10 – SICK LEAVE CCL

A. Substitutes accrue paid sick leave at a rate of one (1) day per seventeen and seven tenths (17.7) days paid.

B. There is no limit on the amount of sick leave substitutes may accrue.

C. Newly-hired substitutes may use District-accrued sick leave beginning on their 31st calendar day of employment.

D. All sick leave absences must be taken in half-day or full-day increments.

E. A substitute 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, but only if the substitute agrees to substitute only for Portland Public Schools. The transfer of sick leave accumulated with another Oregon district shall be effective when the substitute has completed the equivalent of thirty (30) work days in the District. The District will provide notice to the other school district upon the transfer of sick leave balances. A substitute may transfer up to 75 days of sick leave earned in another district. A substitute may use up to ten (10) days of transferred sick leave days per year in addition to any District-earned sick leave.

F. Sick Leave may be used pursuant to this section, ORS 332.507, the Oregon Sick Leave Law, and the District policy titled: "Substitute Sick Leave Policy for Portland Public Schools." Substitutes must complete and submit the Substitute Sick Leave Request Form when taking sick leave. Sick leave may only be used for purposes described in the Substitute Sick Leave Policy, including personal and eligible family members' illness and medical/dental appointments. Sick leave may only be used on days when the substitute has a bona fide intention of working for the District.

1. Eligible family member means spouse, domestic partner, children, parent, sibling, mother-in-law, father-in-law, grandparent, grandchild, stepparent, stepchild, stepsibling or other person who regularly lives in the substitute's home.

G. Substitutes will not accept a full or half-day assignment of less than five consecutive workdays which conflicts with a known need to use sick leave such as an already scheduled medical or dental appointment. For purposes of this section only, having scheduled medical or dental appointments does not indicate that a substitute does not have a bona fide intention to work, if the appointment can only be scheduled during normal school hours.

H. Substitutes may not work for another school district while using District sick leave, and substitutes many not work for the District while using sick leave with another school district.

## ARTICLE 11 – GRIEVANCE PROCEDURE CCL

SECTION A - DEFINITIONS, TIMELINES

1. A "grievance" is a complaint that this Agreement has been violated.

2. An "employee grievance" is a complaint by one or more substitutes that the District violated provisions of this Agreement and that such violation directly affected the substitute(s).

3. An "Association grievance" is a complaint by the Association that its rights under this Agreement have been violated or that named substitute(s) rights under this Agreement have been violated.

4. A "day" is defined in Article 1.D of this agreement.

5. Grievances must be filed within thirty (30) days after the first knowledge by the grievant of the occurrence constituting the basis of the grievance.

SECTION B - GENERAL PROCEDURES

1. A substitute who initiates a grievance may elect to be represented by the Association or may elect to represent themself at Level I. A substitute representing themself shall so indicate in writing and shall include a statement that the substitute assumes responsibility for all costs which the substitute may incur associated with

processing of the grievance.

2. A substitute is entitled to have an Association representative present at any meeting or hearing held under this procedure.

3. A substitute may file and process a grievance through Level I of this Article and have said grievance adjusted without the intervention of the Association if:

a. the adjustment is consistent with the terms of this Agreement, and

b. the Association office has been notified in advance and given opportunity to be present at all meetings pursuant to the grievance. A copy of any decision shall be forwarded to the Association office.

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

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

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

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

8. The written grievance filed at any level shall contain the specific Agreement article, section and paragraph that has allegedly been violated (e.g. Article 6.C) and a short statement of the facts giving rise to the violation and the relief sought. The written response shall include the decision and the rationale for such decision.

9. 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 directly involved in the case.

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

11. Attendance at an arbitration hearing by a substitute shall not be viewed as interrupting continuous service in an assignment exceeding ten (10) days.

SECTION C - STEPS AND PROCEDURES

A grievance shall be initiated with the administrator whose action or decision is alleged to have violated a provision of this Agreement.

LEVEL I

STEP 1 (Informal Level)

The grievant shall attempt to informally resolve the matter by a discussion with the administrator alleged to have violated a provision of this Agreement.

STEP 2

If the matter is not resolved at Step 1, the grievant shall file a written statement of the grievance with the administrator. Such filing shall be within ten (10) days of the Step 1 conference.

STEP 3

Within ten (10) days of the receipt of the grievance filed at Step 2, the administrator shall set forth in writing their decision.

LEVEL II (Chief Human Resources Officer)

STEP 1

An appeal of a grievance from Level I shall be filed with the Chief Human Resources Officer or Designee within ten (10) days following receipt of the Level I, Step 3 decision. Only the Association may advance a grievance to Level II.

STEP 2

Within ten (10) days of receipt of the appeal, the Chief Human Resources Officer or designee shall conduct a grievance hearing at a mutually acceptable time. Within ten (10) days following completion of the hearing, a written decision shall be provided to the parties.

SECTION D - ARBITRATION

If the decision of the Superintendent or Superintendent's Designee is not acceptable, the grievance may be pursued through arbitration. Only the Association may advance a grievance to arbitration. A grievance alleging violation of Article 7.B of this agreement may not be appealed to arbitration if the alleged discrimination is based on one or more legally protected classes. The Association must notify the District within ten (10) days of the receipt of the Superintendent's or Superintendent's Designee's decision of its intent to proceed to arbitration. Only the District and the Association, in its behalf or on behalf of a substitute(s), shall be parties to arbitration.

1. Requesting an Arbitrator

Within ten (10) days of the receipt of a final Level II response or decision, the Association may request a list of seven (7) Oregon or 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 the arbitrator. In the alternative, the parties may jointly agree upon any person to serve as arbitrator. The arbitrator shall fix the time and place for the hearing but with at least five (5) days written notice to the parties.

2. Authority of Arbitrator

The arbitrator shall issue a decision within thirty (30) calendar 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.

3. Cost

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

4. 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.

5. 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.

6. Conflict of Interest

No person shall serve as arbitrator in any arbitration in which they have any financial or personal interest in the result of the arbitration, unless the parties, in writing, waive such disqualifications. 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 the prospective arbitrator. If either party declines to waive the presumptive disqualification, the vacancy shall be filled in accordance with the procedures described below.

7. 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 and 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) Oregon or Washington arbitrators. The successor shall then be selected in the same manner as in the original selection.

## ARTICLE 12 – INSURANCE

A. The District shall continue its contributions toward the cost of providing medical insurance plans for eligible substitutes. Eligible substitutes shall be able to participate in the PAT Part-Time Option II plans (currently Kaiser or ~~Cigna~~ Providence). The amount paid by the substitute toward the cost of the plan shall not increase above that being paid as of June 30, 2024~~0~~. Eligible substitutes may cover their spouses, domestic partners and/or dependent children in the medical insurance plan on a fully self-paid basis. Insurance coverage shall cease if the substitute is terminated or fails to remain on the substitute list.

B. The parties agree to share dental insurance premium contributions in an amount proportionate to each plan's premium cost share amounts effective during the 2020-2021 insurance plan year.

C. Eligibility for full year insurance coverage (October through September) shall be established as follows:

1. A substitute must have worked the equivalent of ~~seventy (70)~~ fifty-five (55) full work days in the preceding school year. These days are inclusive of PPS paid sick days taken and training days.

~~2. If a substitute who has worked at least the equivalent of seventy (70) days during seven (7) of the last ten (10) years, works the equivalent of fifty (50) or more, but less than the seventy (70) full work days in a school year, that substitute shall be considered eligible for insurance for the following school year, provided the substitute was generally available to work as a substitute. Eligibility must be reestablished once this option has been exercised.~~

3. If a substitute accepts an offer to fill a temporary position, days worked in the temporary position shall count toward the qualifying requirement for insurance eligibility.

If a substitute takes a temporary position, the District and the Trust will coordinate the substitute's enrollment between substitute insurance and temporary insurance.

4. Substitutes must be fully available to work as a substitute during the current school year and must enroll when eligible in the medical/dental plan.

D. If required by law to purchase insurance from the Oregon Educators' Benefit Board (OEBB), the parties agree that, upon the Association's request, this collective bargaining agreement shall be open in its entirety for renegotiation.

E. ~~Subject to all other qualification requirements described in this Article 12, due to the impacts of the COVID-19 pandemic, for the 2021-2022 school year only, (1) substitutes who worked the equivalent of sixty (60) full days in the 2020-2021 school year will be eligible for insurance pursuant to Article 12.C.1; and (2) substitutes who received insurance in the 2020-2021 school year and worked the equivalent of twenty-five (25) days in the 2020-2021 school year will be eligible for insurance pursuant to Article 12.C.1.~~ Employees who are hired during the second semester of the school year must work a minimum of twenty-six 26 days as a substitute to qualify for insurance effective October 1. This 26-day work requirement must be fulfilled before the end of the previous school year. This is inclusive of protected leave time.

## ARTICLE 13 – COMPENSATION AND INCENTIVES

A. Daily Rate of Pay

The daily wage rate for substitutes shall be the greater of either eighty-six and one-half percent (86.5%) of Step ~~B~~ C on the BA+15 column of the regular educators' ~~teachers'~~ salary schedule for the 2024-2025 school year and eighty-seven percent (87%) of the Step C on the BA+15 column of the regular educators' salary schedule for the 2025-2026 school year, or ten dollars ($10.00) more than the published Oregon Department of Education final minimum pay rate.

B. Extended Rate of Pay

After working ten (10) consecutive days in the same assignment, a substitute will be paid the greater of either the daily rate of a beginning teacher on the BA+15 column of the regular teachers' salary schedule, or ten dollars ($10.00) more than the published Oregon Department of Education final minimum ten-day pay rate. If at the time of posting, it is known that the assignment ~~will last more than~~ be at least ten (10) consecutive days, it will be posted and paid at the extended rate starting on the first day. If it is not known at the start of assignment, the extended rate will apply to the start of the 10th day. The use of sick leave will not be considered a break in consecutive days.

C. Additional Compensation

Substitutes required to work outside of their daily assignment, such as for writing IEPs or 504's

and other plans or meeting with parents, shall be compensated at the ~~per diem~~ hourly rate (Daily Rate of Pay divided by 7.5).

D. Incentive Pay

If a substitute fulfills an assignment at a District-designated school~~s~~ they ~~will~~ may receive an increased rate of pay, as designated by the District. The District will publish the incentive school and incentive rate of pay prior to the start of the school year. Substitutes will be paid ~~incentive of~~ at least fifteen (15) additional dollars for a full day and at least ten (10) additional dollars for a half day. The District may designate a school as an incentive school at any time, for the remainder of the school year. The District will provide the list of incentive schools, and incentive rate of pay, to PAT and in the absence management system. The District has discretion to determine what schools will qualify for incentive pay, and the incentive pay amount. The District may require paid professional development as a prerequisite for qualifying for incentive pay.

Substitutes will receive an additional ten (10) dollars per full day equivalent end-of-school-year stipend for all days worked over eighty-seven (87) in a school year at incentive-pay schools.

E. Incentive Professional Development

The ~~substitute office~~ Human Resources department will provide one day of paid professional development ~~training~~ offered ~~on a non-student weekday~~ to any substitute who works at least ~~ten (10)~~ eighty-seven (87) full days in the prior school year at incentive pay schools identified in Article 13D. ~~This provision becomes effective at the conclusion of the 2021-2022 school year.~~

F. Incentive Interview

For any substitute who works at least twenty-five (25) full days at a single incentive-pay school identified pursuant to Article 13.D, the District will grant the substitute one interview for one open position during the external interview round at any incentive-pay school provided the substitute applies for the open position and is otherwise qualified. A substitute who qualifies for this incentive interview must notify the ~~substitute office~~ Human Resources department that they have applied for an open position at an incentive pay school.

G. Work Incentive

1. A substitute educator who has worked seventy percent (70%) of the student contact days in the first time period will receive a $250 cash incentive. A substitute educator who has worked eighty seven percent (87%) of the student contact days in the first time period will receive an additional $100 cash incentive, for a total of $350.

2. A substitute educator who has worked seventy percent (70%) of the student contact days in the second time period will receive a $350 cash incentive. A substitute educator who has worked eighty seven percent (87%) of the student contact days in the third time period will

receive an additional $150 cash incentive, for a total of $500.

3. A substitute educator who has worked seventy percent (70%) of the student contact days in the third time period will receive a $450 cash incentive. A substitute educator who has worked eighty seven percent (87%) of the student contact days in the third time period will receive an additional $150 cash incentive, for a total of $600.

4. All incentives will be paid to the member at the completion of the next payroll cycle following the applicable time period. Members may earn incentives in each or all time periods and the earning of such incentives will not be dependent on having worked in another time period. Time periods and corresponding dates are determined by the district and will be shared with PAT and updated annually in the substitute handbook prior to the first student contact day.

## ARTICLE 14 – DURATION

A. Except as otherwise provided elsewhere in this Agreement or in this Article, this Agreement shall become effective the day following ratification by the parties and shall remain in effect through June 30, ~~2024~~ 2026. ~~The wage rates for all employees shall be retroactive to July 1, 2020.~~

B. The District agrees to print ~~sufficient~~ 200 additional copies as needed ~~number of copies~~ of this Agreement to be delivered to the Association to provide to ~~all~~ substitutes. A copy of the Agreement shall also be provided to any newly hired substitute, upon request.

C. This Agreement shall take precedence over any District policy, rule or regulation, which may be inconsistent with the Agreement.

D. During its duration, the Agreement may only be modified by the mutual consent of the Association and the District. ~~In addition, because of the passage of Ballot Measure #5 on November 6, 1990, and given a change in financial resources available to the District which would demonstrably and drastically reduce the District's revenue, the parties would agree to meet to analyze the impact and resulting status and to mutually make modifications that may be judged to be necessary and in the best interest of the parties including reopening economic or other sections of this Agreement, upon written request and notification from either party.~~

E. Should any part of this Agreement be declared illegal by a court or agency of competent jurisdiction, the remainder of the Agreement shall continue in effect and the parties shall enter into negotiations the section declared to be illegal within thirty (30) days of such decision.

SIGNATURE PAGE

| | |
|---|---|
| On behalf of PPS | On behalf of PAT SUBSTITUTES |
| Title | Title |
| Date | Date |

## MEMORANDUM OF UNDERSTANDING

Substitute Systems and Assignment of Substitutes

The parties agree that if the District decides to change to a different software-based absence management system, the District will consult with the Association to select a replacement system. In evaluating systems and bargaining any impacts of the change to the replacement system, the parties will attempt to find and implement a system that meets the following criteria:

1. Prioritization of assignment offerings by area of certification/endorsement, areas of interest, and general list/restricted list status.
2. Restricted List substitutes' ability to set restrictions on their assignments based on school, times and/or certification/endorsement.
3. Regular Unit professional educators' ability to offer assignments to specific substitutes.
4. Substitutes' ability to accept or reject jobs.
5. Substitutes' ability to indicate that they are unavailable to work on a given half/full-day.
6. Limitation of the times that phone calls are made to substitutes.
7. Absence of any fee for job-finding mobile device applications.

For the purposes of bargaining any impacts of a replacement substitute system, these criteria shall be considered a part of the status quo.

## ~~MEMORANDUM OF AGREEMENT~~

~~Committee Discussions to Improve Fill Rates~~

~~The District and the Association will form a committee to develop methods to increase fill rates in Incentive schools. The committee will begin its work no later than November 1, 2021. The concepts for discussion will include the development of Incentive School Substitute Cadres and emergency licensed substitutes in addition to any other concept.~~

**MEMORANDUM OF AGREEMENT**

Between

Portland Public Schools

And

Portland Association of Teachers

REGIONAL SUBSTITUTE EDUCATORS

All areas of the Substitute PAT contract that refer to substitute educators will also apply to Regional substitutes, with the exception of agreed upon modifications in this agreement. The terms of this agreement do not in any other way modify or amend the PAT Substitute/PPS collective bargaining agreement. The objective is to develop a new classification for up to twenty (20) Substitute Educators, termed "Regional Substitute Educator" with incentives and predictable, structured scheduling to improve coverage and retention. The goal is to ensure consistent and high-quality Substitute teaching while providing substitutes with better benefits and career progression opportunities.

This agreement is to trial this program for the 2024-2025 school year only. If the program is successful in helping the District fill open substitute jobs, the union and District will discuss continuing it in future years.

1. Compensation
    2. Regional substitutes receive the incentive rate of pay
    3. Regional substitutes that take jobs on Tuesday or Wednesday, or other days not part of the fixed schedule (outlined below), will continue to get the incentive rate of pay.
    4. Regional substitutes that work at incentive schools will get the higher rate and incentive rate of pay for the school in which they work.
5. Insurance Benefits
    - 5.1. Offer half-time insurance benefits immediately upon being hired.
    - 5.2. Front-load 10 days of sick leave to ensure substitutes have necessary support from the start. Front-loading only during the year when a substitute is working as a Regional substitute.
    - 5.3. Regional substitutes who do not work the required schedule will be required to reimburse the district's costs for insurance.
6. Fixed Schedule
    - 6.1. Must be able to work as needed, directed by the District, at 6:30 am on every Monday, Thursday, and Friday of the student days.
    - 6.2. Allow flexibility for substitutes to pick up additional jobs on other days (typically Tuesday and Wednesdays).
    - 6.3. Must work the full week before winter break, spring break, and before/after Memorial Day and any other District identified high absence days.

7. Guaranteed Minimum Workdays
    7.1. The District will ensure the fixed schedule reaches a minimum of 135 working days per year to equate to a year of experience for regular teaching positions.

Professional Development

A. Required Training:
    a. Regional substitutes are required to attend the District's professional development calendar/days and will be compensated at the incentive rate.
    b. Training will be on district curriculum, classroom management, and other essential teaching skills.
B. Experience and Career Progression:
    a. If working all fixed scheduled days, recognize the 135 days worked as a year of teaching experience, facilitating career progression.
    b. Collaborate with PSU and other institutions to support student teachers and provide pathways for substitutes to transition to full-time teaching roles.

Operational Considerations

A. Assignment and Scheduling:
    a. When possible, the District will assign substitutes consistently to specific grade bands and/or locations to build familiarity and expertise.
    b. When possible, the District will consider geographic and logistical factors in assigning substitutes to minimize travel and maximize efficiency.
B. Licensing and Qualification:
    a. Open the program to Substitute Educators with all license/endorsement types.
C. Continuation of Regional substitute status
    a. The District will evaluate each Regional substitutes on a semester basis (twice a year) to ensure criteria are met.
    b. If criteria is not met, substitutes will be removed from the program and have to pay back the insurance premium.

**APPENDIX A** **CCL**

VIA [DELIVERY METHOD]

[DATE]

[EMPLOYEE NAME]
[EMPLOYEE ADDRESS]
[CITY, ST ZIP]

RE: Letter of Expectation

Dear [EMPLOYEE NAME]:

The purpose of this letter is to confirm our discussion on [MEETING DATE], at which I communicated the expectation, standard, or policy stated below. This letter is to clarify my expectations. It is not a finding of fault or misconduct and is not a disciplinary action.
It is expected that you will adhere to the professional standards and expectations of the District including, but not limited to:

- [STATE SPECIFIC EXPECTATION, POLICY, PROCEDURE OR PROFESSIONAL STANDARD.]

Please feel free to contact me if you have any questions about these expectations or if you would like to discuss whether there may be any training or learning opportunities related to them. Failure to comply with these expectations may lead to discipline, up to and including termination.

Sincerely,

[NAME], Principal

cc: Official District Personnel File
~~District substitute office~~ Human Resources

# INDEX

[Insert Index]

4881-3403-8283, v. 1

PORTLAND PUBLIC SCHOOLS

501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-2000
Mailing Address: P. O. Box 3107 / 97208-3107

# STAFF REPORT

**Date:** September 12, 2024

**To:** PPS Board of Education

**From:** Mary Kane, Senior Legal Counsel

**CC:** Superintendent Kimberlee Armstrong
Liz Large, Contracted General Counsel

**Subject**: Proposed changes to the Diploma Policy 4.20.042-P

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## BACKGROUND

In 2023, the Oregon legislature modified language in a number of educational statutes, including changes to Extended and Alternative certificates. These modifications went into effect on July 1, 2024. These types of certificates are afforded to students who are unable to obtain the necessary number of credits to be awarded a diploma or modified diploma. Extended certificates now require that no more than 6 credits may be earned in a self-contained class. Alternative certificates will now be characterized as Certificate of Attendance for students who are unable to satisfy the requirements for a diploma or modified diploma but maintain consistent enrollment in school from grade 9 through 12.

These new requirements have been incorporated into the proposed Diploma policy.

## RELATED POLICIES/BEST PRACTICES

It is best practice for District policies to align with State law.

## FISCAL IMPACT

There is no fiscal impact in adopting the changes recommended in the proposed policy.

## COMMUNITY ENGAGEMENT (IF APPLICABLE)

Because this was a legislative change, there was no community engagement beyond the public discussions at the Policy Committee.

## TIMELINE FOR IMPLEMENTATION / EVALUATION

Staff has already begun preparations for the updating of the Student Information System, the District webpage and the Administrative Directive.

## STAFF RECOMMENDATION

Staff recommends that the recommended changes to the policy be approved by the Board.

---

ATTACHMENTS

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

# Board Policy 4.20.042-P

# Diploma Requirements

Diploma requirements reflect the high expectations Portland Public Schools holds for every student. A student graduating from a Portland Public School District high school shall have completed all state requirements, as well as all District requirements specified here. The Board will establish graduation requirements for the awarding of a high school diploma, modified diploma, extended diploma, and alternative certificate that meet or exceed state requirements.

## I. High School Diploma Requirements

**A.** To earn a high school diploma from Portland Public Schools, the following credits and proficiencies are required.

| Subject | Credits |
|---|---|
| Language Arts | 4 |
| Math (Algebra 1 and Above) | 3 |
| Science (Must include Scientific Inquiry and Lab Experiences as outlined in the standards) | 3 |
| Social Studies (including ½ credit of Civics and inclusive instruction in Tribal History/Shared History, Holocaust/Genocide, and Ethnic Studies) | 3 |
| Physical Education | 1 |
| Health Education | 1 |
| World Language (2 credits in same language) | 2 |

# Board Policy 4.20.042-P

# Diploma Requirements

| | |
|---|---|
| Career and Technical Education, the Arts, or a third credit of World Language | 1 |
| Personal Financial Education (beginning with the class of 2027) | 0.5 |
| Higher Education and Career Path Skills (beginning with the class of 2027) | 0.5 |
| Electives | 5 |
| **Total Credits** | **24** |

1. In addition to the above credit requirements, students must:
   a. Develop a Personal Education Plan and build an education profile,
   b. Complete two Career Related Learning Experiences,
   c. Complete a Resume, and
   d. Complete an Extended Application/My Plan Project.

2. World language credit may be awarded for a language course that teaches a language other than the student's primary language. The World Language definition is based both on the individual student's linguistic background and the standards/content coverage of the course.

.

**B.** **Proficiency credit**: Proficiency credit may ~~will~~ be awarded in accordance with State law and District guidelines.

**C.** If the District requires diploma requirements beyond the state requirements, the District shall grant a waiver for those requirements to any student who, at any time from grade 9 to 12, was:

1. A foster child;
2. Homeless;

3. A runaway;
4. A child in a military family covered by the Interstate Compact on Educational Opportunity for Military Children;
5. A child of a migrant worker; or
6. Enrolled in the Youth Corrections Education Program or the Juvenile Detention Education Program.

For any student identified above, the District shall accept any credits earned by the student in another district or public charter school, applying those credits toward the state requirements for a diploma if the credits satisfied those requirements in that district or public charter school.

**D. Essential Skills:**

Essential skills credit will be awarded in accordance with State law[1] and District guidelines.

1. The District allows English Language Learner (ELL) students to demonstrate proficiency in all required Essential Skills in the student's primary language.
2. The District will provide and administer Essential Skills assessments in the ELL student's primary language, and they will be scored by a qualified rater.
3. Students may appeal the denial of a diploma based on the Essential Skills graduation requirement through the Formal Public Complaint process found in 4.50.032-P. The District will retain student work samples and student performance data to ensure that sufficient evidence is available in the event of an appeal.

## II. Modified Diploma Requirements

**A.** A modified diploma will be awarded to students who have demonstrated the inability to meet the full set of academic standards established by the State Board of Education and the District's Board of Education for a diploma

[1] The State of Oregon has suspended the Essential Skills requirement through the 2027-2028 school year.

while receiving reasonable modifications and accommodations. **B.** To be eligible for a modified diploma a student must:

1. Have a documented history of an inability to maintain grade-level achievements due to significant learning and instruction barriers; or
2. Have a documented history of a medical condition that creates a barrier to achievement.
3. Earn 24 credits between grade nine through the completion of high school, which shall include the following credits:

| Subject | Credits |
|---|---|
| Language Arts | 3 |
| Mathematics | 2 |
| Science (Must include Scientific Inquiry and Lab Experiences as outlined in the standards) | 2 |
| Social Studies (including ½ credit of Civics beginning with the class graduating in 2026) | 2 |
| Physical Education | 1 |
| Health Education | 1 |
| Career and Technical Education, the Arts, or World Language | 1 |
| Electives | 12 |
| **Credits** | **24** |

4. In addition to the above credit requirements, students must:
    a. Develop a Personal Education Plan and build an education profile,

b. Complete two Career Related Learning Experiences,

c. Complete a resume and,

d. Complete an Extended Application/My Plan Project.

**C.** Proficiency credit may be awarded in accordance with State law and District guidelines.

**D.** Students may earn units of credit through regular education with or without accommodations or modifications and through modified courses.

## III. Extended Diploma Requirements

**A.** An extended diploma will be awarded to students who have met specific requirements established by the State Board of Education and have demonstrated the inability to meet the full set of academic standards even with reasonable accommodations and modifications. **B.** To be eligible for an extended diploma a student must:

1. Have participated in an alternate assessment beginning no later than grade six and lasting for two or more assessment cycles; or

2. Have a serious illness or injury that occurs after grade eight, that changes the student's ability to participate in grade-level activities and that results in the student participating in alternate assessments; or

3. Have a documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers; or

4. Have a documented medical condition that creates a barrier to achievement.

5. Earn the following 12 credits between grade nine through the completion of high school, with no more than 6 of those credits being earned in a self-contained classroom:

# Board Policy 4.20.042-P

# Diploma Requirements

| Subject | Credits |
|---|---|
| Language Arts | 2 |
| Mathematics | 2 |
| Science | 2 |
| Social Studies | 3 |
| Physical Education | 1 |
| Health Education | 1 |
| Career and Technical Education, the Arts, or World Language | 1 |
| **Credits** | 12 |

## IV. Certificate of Attendance~~Alternative Certificate Requirements~~

**A.** ~~Certificates of Attendance~~~~Alternative certificates shall be awarded to students who meet the minimum requirements established by the District, but do not satisfy the requirements for a high school diploma, modified diploma, or extended diploma.~~

**B.** Certificates of Attendance ~~An alternative certificate~~ will be awarded to students who have maintained regular full-time attendance for at least four years beginning in grade nine. ~~based on a student's needs and achievement.~~,but do not satisfy the requirements for a high school diploma, modified diploma, or extended diploma.

**C.** Requirements and procedures for awarding the certificate will be specified in an accompanying Administrative Directive approved by the Superintendent.

**D.** Beginning in grade five or beginning after a documented history to qualify for a certificate~~an certificate~~ of attendance ~~alternative certificate~~, the District shall annually provide to the parents or

guardians of the student, information about the availability and requirements of a certificate ~~an certificate~~ of attendance~~alternative certificate~~.

## V. Additional Information

### A. Exceptions to PPS-specific Graduation Requirements

The Superintendent may grant exceptions to PPS diploma requirements in excess of State diploma requirements. The Superintendent will establish a Diploma Exceptions Committee to meet quarterly to consider these requests. The Superintendent will report annually to the Board on the number and nature of waivers granted for the school year.

### B. Graduating in Less Than Four Years:

1. The District will award a diploma to a student fulfilling graduation requirements in less than four years upon the request of the student and, if required, the consent of the student's parent or guardian.
2. A student may satisfy the requirements for a modified diploma, an extended diploma or a certificate of attendance ~~n alternative certificate~~ in less than four years but not less than three years. To satisfy the requirements for a modified diploma, an extended diploma, or an alternative certificate in less than four years, the student's parent or guardian or a student who is emancipated or has reached the age of 18 must provide written consent which clearly states the parent, guardian or student is waiving the fourth year and/or years until the student reaches the age of 21. A copy of the consent will be forwarded to the Superintendent who will annually report to the Superintendent of Public Instruction the number of such consents.

**C. Participation in Graduation:** All students who receive a high school diploma, modified diploma, extended diploma, or certificate of attendance~~alternative certificate~~ have the option of participating in a high school graduation ceremony with the student's class unless the student is deemed ineligible due to discipline violations.

# Board Policy 4.20.042-P

# Diploma Requirements

**D. Issuance of Diplomas to Veterans**: As specified in Oregon statute, the District will issue a high school diploma, upon request, to a person who served in the Armed Forces if:

1. The person was discharged or released under honorable conditions, and
2. Has received either a General Education Development, a post-secondary degree, or has received a minimum score on the Armed Services Vocational Aptitude Battery, and
3. Resides within the boundaries of the District or is a resident of this state and attended a District high school, and
4. Served in the Armed Forces during wartime or was physically present in areas designated as combat zones by the President of the United States, and
5. Did not graduate from a high school because the person was serving in the Armed Forces of the United States.

**Legal Reference(s):** ORS 329.095, ORS 329.451, ORS 332.107, ORS 332.114, ORS 339.115, ORS 343.295, OAR 581-021-0071, OAR 581-022-0615, OAR 581022-1130, OAR 581-022-1210,OAR 581-022-1350,,HB 2061 (2009),HB 2507 (2009)

History; Adpt. 6/71; Amd. 10/72; Amd. 6/72; Amd. 5/76; Amd. 10/76; Amd. 2/84; Amd. 9/9/02, BA 2420; Amd and combined with 4.20.040-P Graduation 5-23-2005 (BA3313); Amd. 2/10; Amd 1/18; Amd 1/20; Amd _/22; Amd 5/2024; Amd __/2024

# Board Policy 4.20.042-P

# Diploma Requirements

Diploma requirements reflect the high expectations Portland Public Schools holds for every student. A student graduating from a Portland Public School District high school shall have completed all state requirements, as well as all District requirements specified here. The Board will establish graduation requirements for the awarding of a high school diploma, modified diploma, extended diploma, and alternative certificate that meet or exceed state requirements.

## I. High School Diploma Requirements

**A.** To earn a high school diploma from Portland Public Schools, the following credits and proficiencies are required.

| Subject | Credits |
|---|---|
| Language Arts | 4 |
| Math (Algebra 1 and Above) | 3 |
| Science (Must include Scientific Inquiry and Lab Experiences as outlined in the standards) | 3 |
| Social Studies (including ½ credit of Civics and inclusive instruction in Tribal History/Shared History, Holocaust/Genocide, and Ethnic Studies) | 3 |
| Physical Education | 1 |
| Health Education | 1 |
| World Language (2 credits in same language) | 2 |

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# Board Policy 4.20.042-P

# Diploma Requirements

| | |
|---|---|
| Career and Technical Education, the Arts, or a third credit of World Language | 1 |
| Personal Financial Education (beginning with the class of 2027) | 0.5 |
| Higher Education and Career Path Skills (beginning with the class of 2027) | 0.5 |
| Electives | 5 |
| **Total Credits** | **24** |

1. In addition to the above credit requirements, students must:
   a. Develop a Personal Education Plan and build an education profile,
   b. Complete two Career Related Learning Experiences,
   c. Complete a Resume, and
   d. Complete an Extended Application/My Plan Project.

2. World language credit may be awarded for a language course that teaches a language other than the student's primary language. The World Language definition is based both on the individual student's linguistic background and the standards/content coverage of the course.

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**B.** **Proficiency credit**: Proficiency credit may be awarded in accordance with State law and District guidelines.

**C.** If the District requires diploma requirements beyond the state requirements, the District shall grant a waiver for those requirements to any student who, at any time from grade 9 to 12, was:

1. A foster child;
2. Homeless;

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3. A runaway;
4. A child in a military family covered by the Interstate Compact on Educational Opportunity for Military Children;
5. A child of a migrant worker; or
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Essential skills credit will be awarded in accordance with State law[1] and District guidelines.

1. The District allows English Language Learner (ELL) students to demonstrate proficiency in all required Essential Skills in the student's primary language.
2. The District will provide and administer Essential Skills assessments in the ELL student's primary language, and they will be scored by a qualified rater.
3. Students may appeal the denial of a diploma based on the Essential Skills graduation requirement through the Formal Public Complaint process found in 4.50.032-P. The District will retain student work samples and student performance data to ensure that sufficient evidence is available in the event of an appeal.

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while receiving reasonable modifications and accommodations. **B.** To be eligible for a modified diploma a student must:

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2. Have a documented history of a medical condition that creates a barrier to achievement.
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| Physical Education | 1 |
| Health Education | 1 |
| Career and Technical Education, the Arts, or World Language | 1 |
| Electives | 12 |
| **Credits** | **24** |

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# Board Policy 4.20.042-P

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| **Credits** | 12 |

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## IV. Certificate of Attendance

**A.** Certificates of Attendance will be awarded to students who have maintained regular full-time attendance for at least four years beginning in grade nine but do not satisfy the requirements for a high school diploma, modified diploma, or extended diploma.

**B.** Requirements and procedures for awarding the certificate will be specified in an accompanying Administrative Directive approved by the Superintendent.

**C.** Beginning in grade five or beginning after a documented history to qualify for a certificate of attendance, the District shall annually provide to the parents or guardians of the student, information about the availability and requirements of a certificate of attendance.

## V. Additional Information

# Board Policy 4.20.042-P

# Diploma Requirements

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1. The District will award a diploma to a student fulfilling graduation requirements in less than four years upon the request of the student and, if required, the consent of the student's parent or guardian.
2. A student may satisfy the requirements for a modified diploma, an extended diploma or a certificate of attendance in less than four years but not less than three years. To satisfy the requirements for a modified diploma, an extended diploma, or an alternative certificate in less than four years, the student's parent or guardian or a student who is emancipated or has reached the age of 18 must provide written consent which clearly states the parent, guardian or student is waiving the fourth year and/or years until the student reaches the age of 21. A copy of the consent will be forwarded to the Superintendent who will annually report to the Superintendent of Public Instruction the number of such consents.

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**D. Issuance of Diplomas to Veterans**: As specified in Oregon statute, the District will issue a high school diploma, upon request, to a person who served in the Armed Forces if:

1. The person was discharged or released under honorable conditions, and
2. Has received either a General Education Development, a post-secondary degree, or has received a minimum score on the Armed Services Vocational Aptitude Battery, and
3. Resides within the boundaries of the District or is a resident of this state and attended a District high school, and

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# Board Policy 4.20.042-P

# Diploma Requirements

4. Served in the Armed Forces during wartime or was physically present in areas designated as combat zones by the President of the United States, and
5. Did not graduate from a high school because the person was serving in the Armed Forces of the United States.

**Legal Reference(s):** ORS 329.095, ORS 329.451, ORS 332.107, ORS 332.114, ORS 339.115, ORS 343.295, OAR 581-021-0071, OAR 581-022-0615, OAR 581022-1130, OAR 581-022-1210,OAR 581-022-1350,,HB 2061 (2009),HB 2507 (2009)

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# Board Policy 4.20.042-P

# Diploma Requirements

| | |
|---|---|
| Career and Technical Education, the Arts, or a third credit of World Language | 3 |
| Personal Financial Education (beginning with the class of 2027) | 0.5 |
| Higher Education and Career Path Skills (beginning with the class of 2027) | 0.5 |
| Electives | 4 |
| **Total Credits** | **24** |

1. In addition to the above credit requirements, students must:
   a. Develop a Personal Education Plan and build an education profile,
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   c. Complete a Resume, and
   d. Complete an Extended Application/My Plan Project.

2. World language credit may be awarded for a language course that teaches a language other than the student's primary language. The World Language definition is based both on the individual student's linguistic background and the standards/content coverage of the course.

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**B.** **Proficiency credit**: Proficiency credit will be awarded in accordance with State law and District guidelines.

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1. A foster child;
2. Homeless;
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[1] The State of Oregon has suspended the Essential Skills requirement through the 2027-2028 school year.

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# Diploma Requirements

**A.** A modified diploma will be awarded to students who have demonstrated the inability to meet the full set of academic standards established by the State Board of Education and the District's Board of Education for a diploma while receiving reasonable modifications and accommodations. **B.** To be eligible for a modified diploma a student must:

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| Physical Education | 1 |
| Health Education | 1 |
| Career and Technical Education, the Arts, or World Language | 1 |
| Electives | 12 |

# Board Policy 4.20.042-P

# Diploma Requirements

| | |
|---|---|
| **Credits** | **24** |

4. In addition to the above credit requirements, students must:
   a. Develop a Personal Education Plan and build an education profile,
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**C.** Proficiency credit may be awarded in accordance with State law and District guidelines.

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## III. Extended Diploma Requirements

**A.** An extended diploma will be awarded to students who have met specific requirements established by the State Board of Education and have demonstrated the inability to meet the full set of academic standards even with reasonable accommodations and modifications. **B.** To be eligible for an extended diploma a student must:

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**A.** Alternative certificates shall be awarded to students who meet the minimum requirements established by the District, but do not satisfy the requirements for a high school diploma, modified diploma, or extended diploma.

**B.** An alternative certificate will be awarded based on a student's needs and achievement.

**C.** Requirements and procedures for awarding the certificate will be specified in an accompanying Administrative Directive approved by the Superintendent.

**D.** Beginning in grade five or beginning after a documented history to qualify for an alternative certificate, the District shall annually provide to the parents or guardians of the student, information about the availability and requirements of an alternative certificate.

## V. Additional Information

### A. Exceptions to PPS-specific Graduation Requirements

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# Board Policy 4.20.042-P

# Diploma Requirements

**D. Issuance of Diplomas to Veterans**: As specified in Oregon statute, the District will issue a high school diploma, upon request, to a person who served in the Armed Forces if:

1. The person was discharged or released under honorable conditions, and
2. Has received either a General Education Development, a post-secondary degree, or has received a minimum score on the Armed Services Vocational Aptitude Battery, and
3. Resides within the boundaries of the District or is a resident of this state and attended a District high school, and
4. Served in the Armed Forces during wartime or was physically present in areas designated as combat zones by the President of the United States, and
5. Did not graduate from a high school because the person was serving in the Armed Forces of the United States.

**Legal Reference(s):** ORS 329.095, ORS 329.451, ORS 332.107, ORS 332.114, ORS 339.115, ORS 343.295, OAR 581-021-0071, OAR 581-022-0615, OAR 581022-1130, OAR 581-022-1210,OAR 581-022-1350,,HB 2061 (2009),HB 2507 (2009)

History; Adpt. 6/71; Amd. 10/72; Amd. 6/72; Amd. 5/76; Amd. 10/76; Amd. 2/84; Amd. 9/9/02, BA 2420; Amd and combined with 4.20.040-P Graduation 5-23-2005 (BA3313); Amd. 2/10; Amd 1/18; Amd 1/20; Amd 4/22; Amd 5/2024

# PORTLAND PUBLIC SCHOOLS

**YOUR DEPARTMENT HERE**

501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-2000
Mailing Address: P. O. Box 3107 / 97208-3107


## STAFF REPORT

**Date:** **September 12, 2024**

**To:** PPS Board of Education

**From:** Mary Kane, Senior Legal Counsel

**CC:** Superintendent Kimberlee Armstrong
Liz Large, Contracted General Counsel

**Subject**: Proposed revisions to High School Credit Earned Prior to Ninth Grade Policy 6.10.100-P

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**BACKGROUND**

All comprehensive middle schools and K-8 schools in PPS provide at least one opportunity for pre-ninth grade credit, available in World Language, Dual Language Immersion (DLI), and Algebra 1-2. The goal is for middle school students who earn these high school credits to be motivated to enroll in more advanced courses during high school, rather than reducing their overall course load.

The practice has been for middle school counselors to review information about available courses, including courses that are eligible for high school credit, with students and families during annual forecasting. Middle school teachers then review with students in high school-level courses expectations in order to receive high school credit.

A parent complaint brought this policy to the attention of staff and the Policy Committee, and it was determined that the policy needed to more clearly identify what types of classes would be considered eligible for high school credit and the means by which parents and students access this information.

**RELATED POLICIES/BEST PRACTICES**

6.10.110-AD High School Credit Earned Prior to Ninth Grade Administrative Directive

**ANALYSIS OF SITUATION**

This policy was last amended in 1981 and was in need of revision to make the process more transparent for families to help them understand the process by which their students acquire high school credit while in middle school.

**FISCAL IMPACT**

There is no fiscal impact in adopting the changes recommended in the proposed policy.

**COMMUNITY ENGAGEMENT (IF APPLICABLE)**

This came to the attention of the Policy Committee and District staff by a parent concern about this issue. Staff and the Policy Committee worked on amending the policy during the course of public committee meetings during

**TIMELINE FOR IMPLEMENTATION / EVALUATION**

Changes to notification procedures have been developed and implemented.

**STAFF RECOMMENDATION**

Staff recommends that the recommended changes to the policy be approved by the Board.

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ATTACHMENTS

A. XXXX
B. XXXX

B

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# 6.10.100-P High School Credit Earned Prior to Ninth Grade

The purpose of this policy is to define how students can earn high school credit prior to Ninth Grade. High school credit is granted for equal performance, based on the level and quality of academic achievement rather than the grade level of the student. The policy includes specific considerations for students enrolled in Portland Public Schools and students who are transferring into Portland Public Schools. ~~to give equal credit for equal performance, based on the¶ level and quality of academic achievement rather than the status of the student~~.

(1) For students already enrolled in middle grades in Portland Public Schools, the Superintendent or their designee will identify which Portland Public School Pre-Ninth Grade courses are eligible for high school credit. ~~Any Portland Public School student who is not enrolled as a high school student who completes a high school level course with a grade of "C" or better or "pass" shall be granted high school credit for that course~~.

(a) Any Portland Public School student who completes an approved high-school level course with a grade “C” or better shall be granted high school credit for that course.

(b) Granting high school credit allows students to participate in more accelerated classes in their high school years and will not compel students to graduate early.

(c) Approved high-school level courses in middle school are aligned to state standards and have content that matches or exceeds equivalent high school courses. Eligible courses include:

(A) Designated high school courses taken at a Portland Public School high school with a high school teacher;

(B) Designated PPS middle school courses equivalent to high school courses, as determined by the Superintendent or the Superintendent’s designee, according to the following criteria:

- Course content, goals and syllabus aligned to high school program;
- Textbooks and instructional materials aligned with a high school program;
- Assessments, assessment criteria, and methods aligned with high school program;
- Time allotment equivalent to a high school program;
- Facilities, supplies, and equipment appropriate for meeting course goals; and
- Staff qualifications and credentials equivalent to a high school program.

**(2)** When students transfer to Portland Public Schools from another school (e.g., a charter school) or school district, they must produce a transcript from an accredited high school in order for the high-school level credit to be transferred. ~~Such credit will not cause a student to be compelled to graduate before the year in which he or she attains 18 years of age, but could enable a student to do so~~.

(3) When students transfer to Portland Public Schools from another country, they must submit all relevant school records in order to initiate a course review process to assess transfer of credits.~~Student admission to high school level courses shall be based on student interest, capability, past performance and needs, subject to procedures and limitations that apply to regularly enrolled high school students~~.

**(4)** . ~~A high school level course means a course with content and goals that match or exceed those of a non-remedial high school course. Eligible courses include:~~

~~(a) Non-remedial high school courses taken at a Portland high school with a high school teacher;~~

~~(b) Middle or elementary school courses equivalent to high school courses, as determined by the superintendent or the superintendent's designee, according to the following criteria:~~

~~(A) Course content, statements, goals or syllabi equivalent to and compatible with a high school program;~~

~~(B) Textbooks and instructional materials equivalent to and compatible with a high school program;~~

~~(C) Time allotment equivalent to a high school program;~~

~~(D) Facilities, supplies and equipment appropriate for meeting course goals and statements;~~

~~(E) Staff qualifications equivalent to a high school program.~~

~~(5) High school level courses taken outside of Portland Public Schools, through approved accredited institutions, as approved by the superintendent or the superintendent's designee.~~

(6) (4) Procedures for designating approved courses within Portland Public Schools, for recording credits earned on the student's permanent school record, and transferring ~~those~~ credits to the student's permanent high school record and transcript will be established through administrative directive~~regulation~~. A list of approved courses by school can be found here: Approved Middle School Courses

(7) (5) Procedures for identifying individual students who would benefit from promotion into a higher level class can be found in the Promotion and Retention of Students Policy 4.20.010.-P

## 6.10.100-P High School Credit Earned Prior to Ninth Grade

(8) ~~This entire policy shall take effect beginning with school year 1999-2000.¶ For courses qualified under section 4(a) of this policy, it will take effect immediately and be retroactive for currently enrolled students.~~

Legal References:

History: Adpt 5/24/99, BA 0114, Rpl Admin Reg 6.10.100 [Iss 4/77, Amd 5/81], __/24

BOARD POLICY

*(Revised)*

# 6.10.100-P High School Credit Earned Prior to Ninth Grade



The purpose of this policy is to define how students can earn high school credit prior to Ninth Grade. High school credit is granted for equal performance, based on the level and quality of academic achievement rather than the grade level of the student. The policy includes specific considerations for students enrolled in Portland Public Schools and students who are transferring into Portland Public Schools. .

(1) For students already enrolled in middle grades in Portland Public Schools, the Superintendent or their designee will identify which Portland Public School Pre-Ninth Grade courses are eligible for high school credit. .

(a) Any Portland Public School student who completes an approved high-school level course with a grade "C" or better shall be granted high school credit for that course.

(b) Granting high school credit allows students to participate in more accelerated classes in their high school years and will not compel students to graduate early.

(c) Approved high-school level courses in middle school are aligned to state standards and have content that matches or exceeds equivalent high school courses. Eligible courses include:

(A) Designated high school courses taken at a Portland Public School high school with a high school teacher;

(B) Designated PPS middle school courses equivalent to high school courses, as determined by the Superintendent or the Superintendent's designee, according to the following criteria:

- Course content, goals and syllabus aligned to high school program;
- Textbooks and instructional materials aligned with a high school program;
- Assessments, assessment criteria, and methods aligned with high school program;
- Time allotment equivalent to a high school program;
- Facilities, supplies, and equipment appropriate for meeting course goals; and
- Staff qualifications and credentials equivalent to a high school program.

When students transfer to Portland Public Schools from another school (e.g., a charter school) or school district, they must produce a transcript from an accredited high school in order for the high-school level credit to be transferred.

(2) When students transfer to Portland Public Schools from another country, they must submit all relevant school records in order to initiate a course review process to assess transfer of credits..

(3) .

(4) (4) Procedures for designating approved courses within Portland Public Schools, for recording credits earned on the student's permanent school record, and transferring credits to the student's permanent high school record and transcript will be established through administrative directive. A list of approved courses by school can be found here: Approved Middle School Courses

(5) (5) Procedures for identifying individual students who would benefit from promotion into a higher level class can be found in the Promotion and Retention of Students Policy 4.20.010.-P

**6.10.100-P High School Credit Earned Prior to Ninth Grade**

(6) ~~This entire policy shall take effect beginning with school year 1999-2000.¶ For courses qualified under section 4(a) of this policy, it will take effect immediately and be retroactive for currently enrolled students.~~

Legal References:

History: Adpt 5/24/99, BA 0114, Rpl Admin Reg 6.10.100 [Iss 4/77, Amd 5/81], __/24

BOARD POLICY

BOARD POLICY

# 6.10.100-P High School Credit Earned Prior to Ninth Grade

The purpose of this policy is to give equal credit for equal performance, based on the level and quality of academic achievement rather than the status of the student.

(1) Any Portland Public School student who is not enrolled as a high school student who completes a high school level course with a grade of "C" or better or "pass" shall be granted high school credit for that course.

(2) Such credit will not cause a student to be compelled to graduate before the year in which he or she attains 18 years of age, but could enable a student to do so.

(3) Student admission to high school level courses shall be based on student interest, capability, past performance and needs, subject to procedures and limitations that apply to regularly enrolled high school students.

(4) A high school level course means a course with content and goals that match or exceed those of a non-remedial high school course. Eligible courses include:

(a) Non-remedial high school courses taken at a Portland high school with a high school teacher;

(b) Middle or elementary school courses equivalent to high school courses, as determined by the superintendent or the superintendent's designee, according to the following criteria:

(A) Course content, statements, goals or syllabi equivalent to and compatible with a high school program;

(B) Textbooks and instructional materials equivalent to and compatible with a high school program;

(C) Time allotment equivalent to a high school program;

(D) Facilities, supplies and equipment appropriate for meeting course goals and statements;

(E) Staff qualifications equivalent to a high school program.

(c) High school level courses taken outside of Portland Public Schools, through approved accredited institutions, as approved by the superintendent or the superintendent’s designee.

(5) Procedures for recording credits earned on the student's permanent school record and transferring those credits to the student's permanent high school record and transcript will be established through administrative regulation.

# 6.10.100-P High School Credit Earned Prior to Ninth Grade

(6) This entire policy shall take effect beginning with school year 1999-2000. For courses qualified under section 4(a) of this policy, it will take effect immediately and be retroactive for currently enrolled students.

Legal References:

History: Adpt 5/24/99, BA 0114, Rpl Admin Reg 6.10.100 [Iss 4/77, Amd 5/81]




# 2025 ADVOCACY AGENDA

The Portland Public Schools' advocacy agenda calls for policies and investments that make our schools safe, welcoming, and equitable spaces for learning. The 2025 Advocacy Agenda is aligned with PPS's Strategic Plan and Board Goals. In addition to the issues identified below, the Office of Government Relations supports and advocates for legislative proposals, technical fixes, and initiatives that are consistent with the Strategic Plan and will pursue necessary actions in 2025 as new issues arise.

**LOCAL PRIORITIES**

The Office of Government Relations, in collaboration with other district departments, will partner with local municipalities and organizations to:

- Collaborate with the regional partners to advance PPS's literacy campaign.
- Support efforts to reduce gun violence, combat the synthetic opioid crisis, and increase community safety in Portland.
- Support Multnomah County in expanding early learning programs.
- Strengthen partnership with Multnomah County to provide consistent behavioral health services for schools and communities in high-need areas.
- Increase resources to support safe routes to and from schools.
- Strengthen intergovernmental collaboration to support and enroll school-aged children who are not enrolled or attending school, including disadvantaged populations such as homeless, foster, and newcomer students.

**STATE PRIORITIES**

The Office of Government Relations will pursue the following budget priorities and statewide legislation during the 2025 Legislative Session.

**A State School Fund allocation that meets students' needs**

- **Provide School Districts' Needed Service Level:** Current funding is far below the Quality Education Model and is not adequate to meet all students' learning needs and fully prepare them for college, careers and community. Students today are dealing with a range of challenges that are impacting their mental health including social media, the lingering effects of the pandemic, and the synthetic opioid crisis. Our schools have been going beyond providing academics, and schools need support to meet students' mental health and social emotional needs.
- **Guarantee Secure and Sustainable Funding:** Provide investments that are predictable and sustainable over time. Protect funding for the State School Fund, Student Success Act, High School Success Act, without carve outs, to ensure that districts and ESDs can achieve the intended goals of the Legislature's initiatives and investments.

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- **Fully Fund Recent Mandates and New Initiatives:** Ensure that any new requirements for schools are tied to a statewide roadmap for student success, evidence-based, and come with funding and support to meet the legislative intent. Provide funding to support school districts with the costs of recent laws including summer unemployment benefits for school-year workers and Paid Leave Oregon. Provide funding for school districts to offer Talented and Gifted programs and implement the new financial literacy curriculum.
- **Fully Fund Special Education Services:** Provide funding and resources for schools to address needs of students with disabilities. Remove the 11% cap on weighted funding for students receiving special education services. Increase the High Cost Disability Fund to fully reimburse districts' costs to meet more intensive student needs. Fully fund Regional Inclusive Services and the Early Intervention/Early Childhood Special Education (EI/ECSE) Services.
- **Streamline grant distribution processes:** Alleviate administrative burden on school districts to access new grants. Targeted investments should be distributed to school districts and ESDs by formula rather than through a competitive grant application process, so that **all** schools in the state can equitably benefit from statewide investments.
- **Maintain sustainable funding in school nutrition programs, extended learning opportunities, and early literacy**:
    - **Maintain funding for school nutrition programs** to ensure that PPS can continue serving free school meals for **all students** through the community eligibility provision. Continue removing barriers to achieve free breakfasts and lunches for **all** students in Oregon.
    - **Identify sustainable, added funding to maintain the Early Literacy Success Initiative.**
    - Invest in **extended learning opportunities, including summer learning and after-school programs**, for all students in Oregon. Pass this budget priority early in the legislative session so that school districts and ESDs have adequate time to plan programming.

**Key K-12 Investments**

- **Facilities Improvements:** Fund capital improvements and maintenance costs to address school districts' and ESDs' significant needs to address deferred maintenance and modernize and weatherize schools. Ensure there are specific funds available for school districts that cannot pass bonds.
- **Modernize School Curriculum:** School districts across the state pay for curriculum in various ways, as the state school fund has historically not provided enough funding for school districts to provide up-to-date curriculum. Most recently PPS has paid for its curriculum through bond dollars. The state must provide additional funds to support school districts in purchasing up-to-date curriculum in core subjects to set our students up for success.
- **Electrify School Bus Fleets and improve student safety**: Invest in school bus fleet electrification by offering school districts and ESDs funds to pay for electric buses, electric bus chargers, and associated infrastructure. Provide funding and enable revenue sharing opportunities for school

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districts to purchase stop-arm cameras for buses. Invest in safe routes to and from schools, including funding for crossing guards.

- **Green Schoolyards:** Provide funding to school districts and ESDs to transform asphalt-covered school grounds into park-like green spaces with covered playgrounds that improve children's well-being, learning, and play, while contributing to their communities' ecological health and climate resilience.
- **Ensure Safety and Security from Cyber Threats:** Invest in statewide school cybersecurity plan and infrastructure that protects student data and privacy. Include expertise, guidance and resources across the preparedness continuum that will strengthen safety and security of schools across the state.
- **Improve students' access to healthcare.** Provide funding for school districts to open more school-based health care centers. Expand medicaid-billing opportunities by investing in statewide software and technical assistance for school districts professional development opportunities for staff.

**Legislative Priorities**

- **Establish a 21st century Statewide Accountability System that centers Student Success**
  - Ensure that the state adopts a long-term plan and roadmap for student success. The plan should emphasize a cohesive, not piecemeal, approach to improving student outcomes. The roadmap should include realistic timelines and adequate resources for school districts to improve student outcomes.
  - Improving accountability of high school graduates - ensure that we are measuring the future-ready skills our high school students should have to be successful in their post-secondary endeavors. Ensure that school districts have effective ways to determine student achievement at the high school level.
- **Improve Student Engagement and Attendance**
  - Provide school districts with tools, best practices, and resources to meaningfully engage families, ensure students feel welcome, and cultivate a statewide school-going culture.
- **Strengthen teacher and School Leader pipelines**
  - Provide investments in professional learning for teachers and school leaders.
  - Develop workforce by breaking down barriers like reducing costs for teacher education programs.
  - Continue efforts to diversify the teacher workforce, so that students have teachers who look like them.
- **Work toward a quality and future-ready statewide education system**
  - Modernize the Quality Education Model to include the costs of capital needs, early education access, supporting students who live below the poverty line, transitioning to a 180-day school year, and successful strategies to address the growing crisis of student

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behavioral and mental health challenges. An updated QEM should also reflect additional prototype schools, account for regional differences in terms of cost impacts (rural/urban), and incorporate multiple outcome measures in addition to 4-year cohort graduation rates.
    - Identify a pathway for fully funding the QEM.
    - Expand career-connected learning, strengthen career and technical education opportunities, and a transition to a lifelong learning paradigm.
    - Support school districts in building systems to prepare students for the future.
- **Technical Fixes to ensure smooth implementation of recently passed legislation**
    - PPS will call on the Legislature to increase or remove the statutory cap on local option levy collections.
    - PPS will be pursuing technical changes to different statutes to ensure smooth implementation of recently passed legislation. .

**FEDERAL PRIORITIES**

The Office of Government Relations will continue to advocate for the following issues at the federal level:

- Fully fund IDEA to increase spending for special education to the full 40 percent financial commitment.
- Increase connectivity funding to provide students and teachers access to devices and internet services for off-campus use and support changes to the E-Rate program to use funds to strengthen IT security infrastructure.
- Protect and increase appropriations for Title I, Title II, Title III, English Language Acquisition Grants, Title IV, and other education funding programs.
- Provide funding for school districts and ESDs to address substance abuse and recovery support services for students.
- Protect and support immigrant students and families, including support for permanent legal protections and a pathway to citizenship for undocumented youth.
- Continue offering funding and flexibilities for school nutrition programs to enable continued free, nutritious meals for all children.
- Invest in school infrastructure to increase financial support for school facilities and greening projects.
- Funding to meet the mental health needs of our students, school staff, and teachers by increasing the number of school-based counselors, psychologists, social workers, and other mental health professionals.

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# 2025 Advocacy Agenda



PORTLAND
Public Schools

February 19, 2024

# Key Legislative Dates

| | |
|---|---|
| PPS Advocacy Agenda Development | May - September |
| September Legislative Days | September 23-25 |
| Pre-Session Legislative Request Deadline | September 27 |
| General Election | November 5 |
| Legislative Concept Drafts Returned | December 4 |
| December Legislative Days | December 10-12 |
| LC Draft Pre-Session Filing Deadline | December 13 |
| Governor’s Recommended Budget Released | January 2025 |
| 2025 Legislative Session Convenes | January 21, 2025 |
| 2025 Legislative Session Adjourns | June 28, 2025 |

# 2025 Legislative Session Preview

- During the Interim, the Governor and Legislature have held a number of task forces and workforces that will likely bring education policies forward in the 2025 Session:
  - Education Accountability Workgroup
  - Statewide Educator Salary Task Force
  - Summer/After School Learning Workgroup
  - Medicaid Advisory Group
  - Chronic Absenteeism Workgroup
  - Disqualifying Crimes Workgroup

- Changes to Current Service Level (CSL)
  - Structuring the CSL calculation based on a 49/51 split ($217 million)
  - Updating the state's compensation model to better account for personnel costs ($240 million) and
  - Using most current local revenue forecast to calculate the CSL ($55 million).

- General Legislative Priorities
  - Transportation
  - Behavioral Health
  - Housing and Homelessness

# **Advocacy Agenda Development:** Key Themes from Interviews with PPS Staff

- ***The lack of stable funding makes it difficult to meet the needs of our students*** *- our public schools need adequate and equitable funding that accurately accounts for the resources necessary to meet the increasingly complex needs of our students.*
- ***The burden of unfunded mandates*** *- unfunded and underfunded state initiatives all too often stretch existing school district resources and require school districts to "find" money from other programs or services to implement the new requirement.*
- ***The Inadequate funding model for Special Education*** *- Funding for students who need and rely on special education services is based on outdated and inequitable models that has not kept pace with the costs of special education services and supports for our students with disabilities.*
- ***Our aging facilities are further at risk due to climate change*** *- Safe and healthy environments are foundational to student learning, but we do not have adequate funding to keep up with deferred maintenance or to climate-proof our schools.*
- ***The absence of a statewide vision and roadmap for student success*** *- All too often, the state passes new, well-meaning requirements, often with nominal or no funding, to improve student outcomes that is not tied to a comprehensive vision for students. This piecemeal approach makes it challenging for schools to plan ahead, stretches existing staff and resources, and causes initiative fatigue.*

# PPS Advocacy Priorities

**LOCAL PRIORITIES**

- Collaborate with the regional partners to advance PPS's literacy campaign.
- Support efforts to reduce gun violence, combat the synthetic opioid crisis, and increase community safety in Portland.
- Support Multnomah County in expanding early learning programs.
- Strengthen partnership with Multnomah County to provide consistent behavioral health services for schools and communities in high-need areas.
- Increase resources to support safe routes to and from schools.
- Strengthen intergovernmental collaboration to support and enroll school-aged children who are not enrolled or attending school, including disadvantaged populations such as homeless, foster, and newcomer students.

**FEDERAL PRIORITIES**

- Fully fund IDEA to increase spending for special education to the full 40 percent financial commitment.
- Increase connectivity funding to provide students and teachers access to devices and internet services for off-campus use and support changes to the E-Rate program to use funds to strengthen IT security infrastructure.
- Protect and increase appropriations for Title I, Title II, Title III, English Language Acquisition Grants, Title IV, and other education funding programs.
- Provide funding for school districts and ESDs to address substance abuse and recovery support services for students.
- Protect and support immigrant students and families, including support for permanent legal protections and a pathway to citizenship for undocumented youth.
- Continue offering funding and flexibilities for school nutrition programs to enable continued free, nutritious meals for all children.
- Invest in school infrastructure to increase financial support for school facilities and greening projects.
- Funding to meet the mental health needs of our students, school staff, and teachers by increasing the number of school-based counselors, psychologists, social workers, and other mental health professionals.

# PPS Advocacy Priorities

**STATE PRIORITIES**
The Office of Government Relations will pursue the following budget priorities and statewide legislation during the 2025 Legislative Session.

**A State School Fund allocation that meets students' needs**

- Provide School Districts' Needed Service Level
- Guarantee Secure and Sustainable Funding
- Fully Fund Recent Mandates and New Initiatives
- Fully Fund Special Education Services
- Streamline grant distribution processes
- Maintain sustainable funding in school nutrition programs, extended learning opportunities, and early literacy:
    - **Maintain funding for school nutrition programs** to ensure that PPS can continue serving free school meals for **all students** through the community eligibility provision. Continue removing barriers to achieve free breakfasts and lunches for **all** students in Oregon.
    - **Identify sustainable, added funding to maintain the Early Literacy Success Initiative.**
    - Invest in **extended learning opportunities, including summer learning and after-school programs**, for all students in Oregon. Pass this budget priority early in the legislative session so that school districts and ESDs have adequate time to plan programming.

**Key K-12 Investments**

- Facilities Improvements
- Modernize School Curriculum
- Electrify School Bus Fleets and improve student safety
- Green Schoolyards
- Ensure Safety and Security from Cyber Threats
- Improve students' access to healthcare

# PPS Advocacy Priorities

**Legislative Priorities**

- **Establish a 21st century Statewide Accountability System that centers Student Success**
  - Ensure that the state adopts a long-term plan and roadmap for student success. The plan should emphasize a cohesive, not piecemeal, approach to improving student outcomes. The roadmap should include realistic timelines and adequate resources for school districts to improve student outcomes.
  - Improving accountability of high school graduates - ensure that we are measuring the future-ready skills our high school students should have to be successful in their post-secondary endeavors. Ensure that school districts have effective ways to determine student achievement at the high school level.
- **Improve Student Engagement and Attendance**
  - Provide school districts with tools, best practices, and resources to meaningfully engage families, ensure students feel welcome, and cultivate a statewide school-going culture.
- **Strengthen teacher and School Leader pipelines**
  - Provide investments in professional learning for teachers and school leaders.
  - Develop workforce by breaking down barriers like reducing costs for teacher education programs.
  - Continue efforts to diversify the teacher workforce, so that students have teachers who look like them.
- **Work toward a quality and future-ready statewide education system**
  - Modernize the Quality Education Model to include the costs of capital needs, early education access, supporting students who live below the poverty line, transitioning to a 180-day school year, and successful strategies to address the growing crisis of student behavioral and mental health challenges. An updated QEM should also reflect additional prototype schools, account for regional differences in terms of cost impacts (rural/urban), and incorporate multiple outcome measures in addition to 4-year cohort graduation rates.
  - Identify a pathway for fully funding the QEM.
  - Expand career-connected learning, strengthen career and technical education opportunities, and a transition to a lifelong learning paradigm.
  - Support school districts in building systems to prepare students for the future.
- **Technical Fixes to ensure smooth implementation of recently passed legislation**
  - PPS will call on the Legislature to increase or remove the statutory cap on local option levy collections.
  - PPS will be pursuing technical changes to different statutes to ensure smooth implementation of recently passed legislation.

# Advocacy Opportunities

| TARGET AUDIENCE | METHOD | Date |
|---|---|---|
| PPS Legislative Delegation & Legislative Leaders | Distribute legislative one-pager | February 1 |
| PPS Parents | Update Advocacy Toolkit | February 1 |
| PPS Legislative Delegation | Ongoing regular virtual call with PPS delegation to share updates about priorities | Biweekly or monthly through session |
| Legislature | Provide written and verbal testimony | Throughout session |
| PPS Legislative Delegation & Legislative Leaders | SPED Lobby Day | February |
| PPS Legislative Delegation & Legislative Leaders | RIS Lobby Day | February |
| PPS Legislative Delegation & Legislative Leaders | Summer Learning Lobby day | March |
| PPS Legislative Delegation & Legislative Leaders | Student Day of Action | March or early April |

**RESOLUTION No. 6967**

Adoption of the Index to the Minutes

The Following Index to the Minutes are offered for Adoption:

- September 10, 2024 – Special Meeting
- September 10, 2024 – Regular Meeting

PORTLAND PUBLIC SCHOOLS

BOARD OF EDUCATION

# Index to the Minutes

*(Draft for Approval)*

## Regular Meeting

September 10, 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/dN5JNsOmItY*

*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 Eddie Wang; Directors Julia Brim-Edwards, Gary Hollands, Andrew Scott, and Patte Sullivan; Student Representative JJ Kunsevi

Absent: Vice-Chair Michelle DePass and Director Herman Greene

**INDEX**


Agenda ..... 02
Public Comment ..... 02
Statements for the Record ..... NA
Actions Taken ..... 02

**Resolutions Adopted:**

6957 Authorizing Off-Campus Travel ..... 04
6958 Expenditure Contracts ..... 05
6959 Revenue Contracts ..... 07
6960 Adoption of the Index to the Minutes ..... 08
6961 (See 9/10/24 Special Meeting)
6962 Resolution Approving 1 Capital Project for Multiple Pathways to Graduation Department using ESSER III funds ..... 09
6963 2024-2025 Agreement between District Council of Unions and School District No. 1J, Multnomah County, Oregon ..... 10
6964 Resolution Proclaiming the Celebration of National Hispanic Heritage Month in Portland Public Schools ..... 11
6965 Resolution to Adopt Revised Promotion and Retention of Students Policy 4.20.010-P ..... 12
6966 Withdrawn ..... 13

## Agenda

| Time Started | Agenda Title |
|---|---|
| 6:06 pm | Call to Order / Opening |
| 6:08 pm | Hispanic Heritage Month Proclamation (Resolution 6964) |
| 6:20 pm | Superintendent's Report |
| 6:27 pm | Student Representative's Report |
| 6:28 pm | Board Members Reflections on the First Days of School |
| 6:45 pm | Student Comment |
| 6:52 pm | 2024-2025 Agreement between District Council of Unions and School District No. 1J, Multnomah County, Oregon (Resolution 6963) |
| 6:58 pm | Second Reading of Policy Revision: Promotion and Retention of Students 4.20.010-P (Resolution 6965) |
| 7:04 pm | Second Reading of Policy Revision: Field Trips, Foreign Travel, and Other Off-Campus Activities 6.50.010-P (Resolution 6966) |
| 7:46 pm | Public Comment |
| 7:53 pm | Comments from our Union Partners |
| 8:06 pm | Update on Summer Acceleration Academy |
| 8:20 pm | Board Committee and Conference Reports |
| 8:30 pm | Consent Agenda |
| 8:34 pm | Next Steps/Future Board Meeting Topics |
| 8:41 pm | Adjourn |

## Student and Public Comment

General Student Comment

- Calypso Kupper
- James Culbert-Nusser

General Public Comment

- Clarence Larkins Sr.

Public Comments on the Second Reading of Policy Revision: Field Trips, Foreign Travel, and Other Off-Campus Activities 6.50.010-P

- Valerie Turner
- Letha Tawney
- Mikael “Mike” Benson
- Kira Jones
- Maya Mori & Christine Hanolsy

## Action Items

- **Consent Agenda – Resolutions 6957 through 6960 and 6962**

  Director Hollands moved and Director Scott seconded the motion to approve the Consent Agenda, including Resolutions 6957 through 6960 and 6962. The motion was put to a voice vote and passed (5 yes – 0 no).

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

- **Resolution 6963 – 2024-2025 Agreement between District Council of Unions and School District No. 1J, Multnomah County, Oregon**

  Director Brim-Edwards moved and Director Hollands seconded the motion to approve Resolution Number 6963. The motion was put to a voice vote and passed (5 yes – 0 no).

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

- **Resolution 6964 – Resolution Proclaiming the Celebration of National Hispanic Heritage Month in Portland Public Schools**

  Director Brim-Edwards moved and Director Hollands seconded the motion to approve Resolution 6964. The motion was put to a voice vote and passed (5 yes – 0 no).

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

- **Resolution 6965 – Resolution to Adopt Revised Promotion and Retention of Students Policy 4.20.010-P**

  Director Brim-Edwards moved and Director Hollands seconded the motion to approve Resolution Number 6965. The motion was put to a voice vote and passed (5 yes – 0 no).

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

- **Motion to Refer the Field Trips, Foreign Travel, and Other Off-Campus Activities 6.50.010-P back to the Policy Committee**

  Director Brim-Edwards moved and Director Hollands seconded the motion to Refer the Field Trips, Foreign Travel, and Other Off-Campus Activities 6.50.010-P back to the Policy Committee. The motion was put to a voice vote and passed (5 yes – 0 no).

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

**RESOLUTION No. 6957**

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**

| Date(s) | School, Course, & Number of Students | Purpose of Travel | Travel Destination | Estimated Cost | Equitable Field Trip Fund; % |
|---|---|---|---|---|---|
| 9/27-9/29/24 | Lincoln HS X Country, 14 | Palatine Invitational | IL | $600 | N/A |
| | | | | | |
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**RESOLUTION No. 6958**

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 |
|---|---|---|---|---|---|---|
| Serendipity Center | 9/11/25 through 6/30/25 | Personal Services PS 95536 | Provide educational services to PPS students as required in their IEPs. Direct Negotiation – Therapeutic Placement PPS-46-0525(12) | $850,000 | J. Buno Fund 101 Dept. 5414 | No |
| Point Monitor Corporation | 9/11/24 through 9/11/25 | Construction C 95532 | Security Upgrades – Phase 2B Invitation to Bid-Construction ITB-C 2024-031 | $1,303,382 | D. Jung Fund 459 Dept. 5511 Project DS019 | No |
| Rosemary Anderson High School | 9/11/24 through 8/31/25 | Personal Services PS 95545 | Outlines grant funds available for contracted alternative education program. Request for Proposals RFP 2020-2894 | $676,215 | J. Franco Funding Source Varies | N/A - Nonprofit |
| Mt. Scott Park Center for Learning Inc. | 9/11/24 through 8/31/25 | Personal Services PS 95547 | Outlines grant funds available for contracted alternative education program. Request for Proposals RFP 2020-2894 | $259,811 | J. Franco Funding Source Varies | N/A - Nonprofit |
| Native American Youth & Family Center (NAYA) | 9/11/24 through 8/31/25 | Personal Services PS 95557 | Outlines grant funds available for contracted alternative education program. Request for Proposals RFP 2020-2894 | $150,166 | J. Franco Funding Source Varies | N/A – Nonprofit |
| Blazerworks, LLC | 9/11/24 through 6/11/25 | Personal Services PS 95585 | Provide Speech Language Pathologists to work with PPS SPED students. Direct Negotiation – Unique Knowledge and/or Expertise PPS-46-0525(4) | $418,200 | J. Buno Fund 101 Dept. 5414 | No |

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

**NEW COOPERATIVE PURCHASING AGREEMENTS**

No New Cooperative Purchasing Agreements

## NEW INTERGOVERNMENTAL AGREEMENTS ("IGAs")

| Contractor | Contract Term | Contract Type | Description of Services | Contract Amount | Responsible Administrator, Funding Source |
|---|---|---|---|---|---|
| Portland Public Schools | 7/1/24 through 6/30/25 | Intergovernmental Agreement IGA 95471 | Columbia Regional Inclusive Services will partner with PPS to deliver regional services to eligible individuals with Autism Spectrum Disorder. | $1,125,000 | J. Buno Fund 205 Dept. 5430 Grant G2308 |
| Lake Oswego School District | 7/1/24 through 6/30/25 | Intergovernmental Agreement IGA 95535 | Columbia Regional Inclusive Services will partner with LOSD to deliver regional services to eligible individuals with Autism Spectrum Disorder. | $185,000 | J. Buno Fund 205 Dept. 5430 Grant G2308 |
| Multnomah Education Service District | 9/11/24 through 8/31/25 | Intergovernmental Agreement IGA 95548 | Outlines grant funds available to contracted alternative education program. | $150,989 | J. Franco Funding Source Varies |

## AMENDMENTS TO EXISTING CONTRACTS

| Contractor | Amendment Term | Contract Type | Description of Services | Amendment Amount; New Contract Amount | Responsible Administrator, Funding Source | Certified Business |
|---|---|---|---|---|---|---|
| Portland State University | 7/1/24 through 6/30/25 | Intergovernmental Agreement IGA 94431 Amendment 2 | Participation in the Racial Equity Centered Pipeline Initiative. Year 4 goals include continued clinical coaching, equity audit, affinity space support, and faculty collaboration. | $300,000 $878,273 | K. Howard Fund 299 Dept. 5449 Grant S0455 | N/A |
| Imagine Learning | 9/15/24 through 9/14/27 | Digital Resource DR 90657 Amendment 1 | Purchase of Spanish Dual immersion curriculum and professional development. This amendment extends the purchase of licenses through 2027. Special Class Procurement – Copyrighted Materials & Creative Works PPS-47-0288(4) | $347,625 $654,825 | K. Howard Fund 459 Dept. 5445 Project DC160 | No |

**RESOLUTION No. 6959**

Revenue 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, 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 ("IGAs")**

| Contractor | Contract Term | Contract Type | Description of Services | Contract Amount | Responsible Admin, Funding Source |
|---|---|---|---|---|---|
| Centennial School District | 8/21/24 through 6/30/25 | Intergovernmental Agreement/Revenue IGA/R 95469 | Columbia Regional Inclusive Services will provide services for Deaf and Hard of Hearing children. | $265,850 | J. Buno |
| Centers for Disease Control & Prevention | 8/1/24 through 7/31/25 | Intergovernmental Agreement/Revenue IGA/R 95479 | Schools Advancing Youth Wellness grant. | $425,000 | J. Buno |

**AMENDMENTS TO EXISTING CONTRACTS**

| Contractor | Amendment Term | Contract Type | Description of Services | Amendment Amount; New Contract Amount | Responsible Admin, Funding Source |
|---|---|---|---|---|---|
| State of Oregon | 7/1/24 through 6/30/25 | Intergovernmental Agreement/Revenue IGA/R 94452 Amendment 1 | Early Indicator and Intervention System grant. This amendment extends the grant for one additional year. | $125,173 $254,858 | R. Adams |

**RESOLUTION No. 6960**

Adoption of the Index to the Minutes

The Following Index to the Minutes are offered for Adoption:

- August 16, 2024 – Special Meeting
- August 20, 2021 – Special Meeting

**RESOLUTION No. 6962**

Resolution Approving 1 Capital Project for Multiple Pathways to Graduation Department using ESSER III funds

**RECITALS**

A. The federal government responded to the COVID-19 pandemic with multi-billion dollar initiatives to support public education across the country during the health crisis. The stimulus funding for schools to contend with the impact of the pandemic was termed Elementary and Secondary School Emergency Relief (ESSER) and there were three rounds of funding between March 2020 and March 2021.

B. As the pandemic continued, additional needs surfaced and additional federal relief was appropriated through the American Rescue Plan Act (ARPA or ESSER III).

C. As the District learned more about the impact of COVID-19, and balanced sustainable investments with these one-time funds, PPS has continuously engaged with communities to learn more about pandemic needs in order to further align our ongoing resources with our strategic plan, Forward Together, and Board goals, so that we may emerge stronger from the pandemic.

D. Analysis of various Multiple Pathways to Graduation (MPG) programs, surfaced needs for greater accessibility to CTE programming and other high engagement opportunities for students enrolled in our Day and Residential Treatment (DART) program and across MPG schools and programs.

E. 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.

F. We are requesting that the PPS Board approve 1 capital expenditure that exceeds the $25,000 threshold, all of which have already been submitted to ODE. (ODE Project Tag: 2180-17)

**RESOLUTIONS**

1. The Board of Education for Portland Public Schools has determined that the following Capital Expenditure project for Multiple Pathways to Graduation are approved and eligible for reimbursement, using ESSER III Funds. ***ODE Project Tag: 2180-17***

2. The above mentioned project 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 support this capital expenditure which will help to ensure the equity in access to educational services and programming.

**RESOLUTION No. 6963**

2024-2025 Agreement between District Council of Unions and
School District No. 1J, Multnomah County, Oregon

**RESOLUTION**

The Superintendent is authorized and directed to execute the 2024-2025 Agreement between the District Council of Unions and School District No. 1J, Multnomah County, Oregon, on the terms presented to the Board and filed in the record of this meeting.

**RESOLUTION No. 6964**

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 that 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. 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;

F. 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;

G. 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;

H. 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

I. 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 andLatinos 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. 6965**

Resolution to Adopt Revised Promotion and Retention of Students Policy 4.20.010-P

**RECITALS**

A. On March 20, 2024, June 10, 2024, and June 25, 2024, the Board Policy Committee reviewed and considered the proposed revisions of the Promotion and Retention of Students Policy 4.20.010-P.

B. On August 6, 2024, the Board presented the first reading of the revised Promotion and Retention of Students 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 Promotion and Retention of Students Policy 4.20.010-P and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.

**RESOLUTION No. 6966**

Withdrawn

PORTLAND PUBLIC SCHOOLS

BOARD OF EDUCATION

# Index to the Minutes

*(Draft for Approval)*

**Special Meeting**
September 10, 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/UXU8bXbJ5ZA?si=FwC7ZgT3RBV2p-sz*

*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 Eddie Wang; Vice-Chair Michelle DePass; Directors Julia Brim-Edwards, Gary Hollands, Andrew Scott, and Patte Sullivan;

Absent: Director Herman Greene and Student Representative JJ Kunsevi

**INDEX**

Agenda ..... 02
Public Comment ..... 02
Actions Taken ..... 02

**Resolutions Adopted**

6961 Adoption of the Index to the Minutes ..... 03

## Agenda

| Time Started | Agenda Title |
|---|---|
| 5:03 pm | Called to Order |
| 5:04 pm | Dismissal of a Contract Educator (Resolution 6961) |
| 5:48 pm | Adjourned |

## Student and Public Comment

Public Comments on Resolution 6961

- Damon Miller

## Action Items

- **Resolution 6961: Dismissal of a Contract Educator**

  Director Hollands moved and Director Scott seconded the motion to approve Resolution Number 6961. The motion was put to a voice vote and passed (4 yes – 1 no – 1 Abstain).

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

**RESOLUTION No. 6961**

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's from employment with PPS. The District will notify the employee in writing of the Board's decision.

**RESOLUTION No. 6968**

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**

No New Contracts

| Contractor | Contract Term | Contract Type | Description of Services | Contract Amount | Responsible Admin, Funding Source | Certified Business |
|---|---|---|---|---|---|---|
| Bake Crafters Food Company | 9/25/24 | Purchase Order PO 170075 | Prepared breakfast entrees on an as-needed basis. Quotes | $249,999 | D. Jung Fund 202 Dept. 5570 | No |
| S A Piazza & Associates, Inc. | 9/25/24 | Purchase Order PO 170132 | USDA cheese processing into ready to serve entrees. Quotes | $249,900 | 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**

| Contractor | Contract Term, Renewal Options | Administering Contracting Agency | Description of Goods or Services | Estimated Spend During Contract Term | Responsible Administrator, Funding Source |
|---|---|---|---|---|---|
| Organization for Educational Technology & Curriculum/OETC | 9/25/24 through 2/17/27 Option to renew for up to three additional one-year terms through 2/17/30 | Cooperative Contract COA 95544 OETC | Installation of educational technology equipment for District-wide use. | $2,000,000 | D. Wolff Funding Source Varies |

**NEW INTERGOVERNMENTAL AGREEMENTS ("IGAs")**

No New IGAs

**AMENDMENTS TO EXISTING CONTRACTS**

No New Amendments

**RESOLUTION No. 6969**

Revenue 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, 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 ("IGAs")**

No New IGA/Rs

**AMENDMENTS TO EXISTING CONTRACTS**

| Contractor | Amendment Term | Contract Type | Description of Services | Amendment Amount; New Contract Amount | Responsible Admin, Funding Source |
|---|---|---|---|---|---|
| State of Oregon | 7/1/23 through 6/30/25 | Intergovernmental Agreement / Revenue<br>IGA/R 95390<br>Amendment 1 | Competitive state grant for reimbursement for Oregon grown or made foods in Child Nutrition Program.<br>This amendment allows for additional reimbursements. | $150,000<br>Not to exceed $1,650,000 | D. Jung |

**RESOLUTION No. 6971**

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**

| Date(s) | School, Course, & Number of Students | Purpose of Travel | Travel Destination | Estimated Cost | Equitable Field Trip Fund; % |
|---|---|---|---|---|---|
| 10/3-10/13/24 | McDaniel HS Vietnamese DLI, 11 | Actively engage in Vietnamese culture & customs | Vietnam | $3314 | N/A |
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