



INTERGOVERNMENTAL AGREEMENT
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(PORTLAND PUBLIC SCHOOLS)
and
ARIZONA STATE UNIVERSITY/URBAN COLLABORATIVE

Contract No. IGA 91109

**THIS IGA SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS
 SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE**

This Intergovernmental Agreement (“Contract”) is made by and between School District No. 1J, Multnomah County, Oregon (“Portland Public Schools” or “District”) and **ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY and its URBAN COLLABORATIVE CENTER** (“Agency” or at time “ASU” or the “Center”) pursuant to authority granted in ORS Chapter 190. District and Agency agree as follows:

AGENCY DATA

Agency Name: ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY and its URBAN COLLABORATIVE CENTER
Contact Person: Lauren Katzman
Address: PO Box 871811
City, State, ZIP: Tempe, AZ 85287-1811
Telephone: 480-727-0698
Email: Lauren.Katzman@asu.edu

District Point of Contact: Jey Buno (*jbuno@pps.net*), Special Education, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

***All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

TERMS AND CONDITIONS

1. **Term and Termination.** This Contract becomes effective on December 20, 2021. Unless earlier terminated as provided below, this Contract shall continue through June 30, 2022.
2. **Early Termination.** Unless otherwise specified herein, this Contract may be terminated as follows:
 - a. Mutual: District and Agency may terminate this Contract at any time by their written agreement.
 - b. Unilateral: Either party may terminate this Contract upon providing 30 days’ written notice to the other party.
3. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents (“Exhibits”) listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:
 - Exhibit A (Statement of Work)
 - Urban Collaborative will provide an analysis of Portland Public Schools’ special education supports and services. (see attached)
4. **Statement of Work.** Agency shall perform the work described in Exhibit A (Statement of Work).
5. **Maximum Total Payment; Invoices.** The District will make no payment until this Contract is fully executed by the authorized representatives of both parties. District shall pay Agency up to a maximum total payment, including all expenses whatsoever, of \$80,000 for services provided by Agency. Agency shall invoice District upon work completion and submit invoices to the person and address below:

Jey Buno
Portland Public Schools
P.O. Box 3107
Portland, Or 97208-3107

Upon completion of deliverables as stated in the Statement of Work, District will pay Center according to the Payment Schedule in Exhibit A and District acceptance, invoice approval, and in accordance with these Terms and Conditions, District shall pay Agency net 30 days.

- 6. Independent Contractor Status.** By its signature on this contract, Agency certifies that the service or services to be performed under this Contract are those of an independent agency as defined in ORS 670.600, and that Agency is solely responsible for the work performed under this Contract. Agency represents and warrants that Agency, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Agency shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Contract. Nothing in this Contract will be construed to limit the freedom of ASU or of its researchers from engaging in similar services made under other grants, contracts or agreements with parties other than District.
- 7. Subcontracts; Assignment.** Neither party may subcontract, assign, or transfer (collectively, "Subcontract") any part of this Contract without the prior written consent of the other party. If consent to a Subcontract is properly given, then in addition to any other provisions of this Contract, the subcontracting party shall hold its subcontractor to all the terms and conditions of this Contract that would otherwise bind the party to whom consent was given. The parties agree that any such Subcontracts shall have no binding effect on the consenting party to this Contract.
- 8. Access to Records.** Each party shall have access to the books, documents, and other records of the other party (electronic or otherwise) that are related to this Contract for the purpose of examination, copying, and audit, unless otherwise limited by law.
- 9. Ownership of Work.** Agency agrees that all work products created or developed for District by Agency pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Agency's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Agency hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Agency provided to District by Agency in the performance of this Contract and agrees that Agency retains any and all rights in Agency background intellectual property developed or created, collected, received, brought into or used by Agency in performing the services under this Agreement, except to copy, use, or re-use any such work product for District use only. In no event is any such Agency background intellectual property considered a "work for hire".*
- 10. Unsupervised Contact with Students; Criminal Background Checks.** Agency authorizes District to conduct a criminal background check, including fingerprinting, of any officer, agent, or employee of Agency that will have unsupervised contact with students. Agency also agrees to cause Agency's employees and/or subcontractors, if any, to authorize District to conduct such background checks. Agency shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to the Agency under this Contract, unless Agency elects to pay such fees directly.
- 11. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information.** Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively "FERPA." Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a "school official" as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that it will not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law. If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.

12. Compliance with Applicable Law. Each party shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws. The parties understand that both parties are subject to their state's respective public records laws and disclosure requirements.

13. Indemnification. Subject to the limitations of the Arizona Constitution (Article 9, Sections 5 and 7)) and the Arizona Revised Statutes (§§ 35-154 and 41-621), Agency shall indemnify and defend District from and against all liability, loss, and costs arising out of or resulting from the acts of Agency, its officers, employees, and agents in the performance of this Contract. Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), District shall indemnify and defend Agency from and against all liability, loss, and costs arising out of or resulting from the acts of District, its officers, employees, and agents in the performance of this Contract.

14. Responsibility. Each party is responsible for the negligent or willful acts or omissions of its employees and agents when acting under such party's direction and supervision.

15. Insurance.

Agency and District are self-insured. The parties represent and warrant that they have and will maintain adequate funding of this self-insurance to cover any claim that may result from or arise out of this Contract. *CK*

OR

At all times while providing services under this Contract, Agency shall maintain in force at Agency's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:

- a. Workers' Compensation. As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Agency and all subcontractors of Agency with one or more employees shall have this insurance unless exempt under ORS 656.027. Agencies that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.
- b. Professional Liability / Errors & Omissions (E&O). If Agency is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Agency shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This coverage shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.
- c. General Liability. Agency shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
- d. Motor Vehicle Liability. If Agency is providing services that require Agency to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Agency shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
- e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Agency alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Agency's coverage shall be primary in the event of loss.
- f. Certificate of Insurance. Upon District request, Agency shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Agency's services provided under this Contract. The certificate must specify an additional insured endorsement, and Agency shall attach a copy of the endorsement to the certificate.

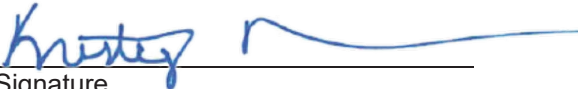
16. Waiver; Severability. Waiver of any default or breach under this Contract by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

- 17. Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act.
- 18. Controlling Law; Venue.** Any dispute under this Contract or related to this Contract shall be governed by Oregon law, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.
- 19. Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract or Statement of Work shall be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
- 20. Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
- 21. Entire Agreement.** When signed by the authorized representatives of both parties, this Contract and its attached exhibits is their final and entire agreement. As their final expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
- 22. Export Controls.** If applicable, the parties agree to comply with U.S. export laws and regulations pertaining to the export of technical data, services and commodities.
- 23. Force Majeure.** With the exception of District's payment obligations for services performed hereunder, neither party will be liable for failure to perform any obligation under this Contract if such failure is directly caused by a Force Majeure Event. A "Force Majeure Event" shall mean an event or circumstance that is beyond the reasonable control and without the fault or negligence of the party impacted, and that could not have been prevented by the reasonable diligence of the party. Without in any way limiting the foregoing, a Force Majeure Event may include, but is not restricted to, acts of God or of a public enemy, acts of the Government in either its sovereign or contractual capacity, war, riots, fires, floods, epidemics or pandemics, mass health issues or disease, quarantine restrictions, strikes or labor difficulties, civil tumult, freight embargoes, natural disasters, unusually severe weather, a failure or disruption of utilities or critical electronic systems, acts of terrorism, mass shootings or other emergencies that may disrupt a party's operations. The party which is so prevented from performing will give prompt notice to the other party of the occurrence of such event of force majeure, the expected duration of such condition and the steps which it is taking to correct such condition. This Contract may be terminated by either party by written notice upon the occurrence of such event of force majeure which results in a delay of performance hereunder exceeding thirty (30) days.
- 24. Use of Names or Logos.** Neither party will use any names, service marks, trademarks, trade names, logos or other identifying names, domain names or identifying marks of the other party ("Marks"), or the name of any representative or employee of the other party in any sales promotion work or advertising, press release or any form of publicity, without the prior written permission of an authorized representative of the party that owns the Marks in each instance. A party may withhold such consent in that party's absolute discretion. Any permitted use of a party's Marks must comply with the owning party's requirements, including but not limited to using the "®" indication of a registered trademark. Each party acknowledges and agrees that violation of this Section 23 is a material breach of contract.
- 25. Conflict of Interest.** Both parties agree they will not hire any employee involved in the negotiation of this contract during the contracted period.

I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

ARIZONA BOARD OF REGENTS FOR AND
ON BEHALF OF ARIZONA STATE UNIVERSITY

DISTRICT



Signature



Emily Courtnage
Director, Purchasing & Contracting

Printed Name and Title
Kristy Macdonald
Assistant Director, Research Operations

December 29, 2021

12/17/2021
Date

Date

Proposal to Evaluate Special Education Services for Portland Public Schools

Submitted by:
Urban Collaborative/
Arizona State University
August 3, 2021



URBAN COLLABORATIVE **ASU** Mary Lou Fulton
Teachers College
Leading Equitable & Inclusive Education **Arizona State University**

SCOPE OF WORK

Evaluation Approach

Our evaluation approach includes collecting student-level data on those with and without disabilities analyzed to examine overarching findings and those that are disaggregated by race, gender, EL status, disability classification, and educational environment. We collect and compare state and district data to the district. We interview district and school level special and general education staff, as well as families and any other relevant stakeholders. We observe in schools, and we examine relevant district documentation. In the third phase, our team will compile and analyze all collected data and develop initial observation and recommendations. We then work with the district to assure that our observations are complete, and our recommendations will benefit and

are tailored to supporting the district’s growth.

Specifically, we will look at student demographics, achievement data and high-leverage practices in Pr-K. We will also focus on students’ educational environment and students’ transition to kindergarten.

Project Timeline

We typically divide our work into 5 phases as listed below. Once the evaluation is initiated, in Phase 1, we will collect and review district, state, and national data in preparation for Phase 2, our site visit. Here we will conduct interviews and focus groups with, but not limited to central administration, teachers (general and special education), related service providers, paraprofessionals, and families. Phase 3 follows site visits with analyses of all collected data and the development of initial observations, which we will present to the district for review and feedback. Working in collaboration with the district, in Phase 4, we finalize observations and recommendations. In Phase 5, we present to relevant stakeholders agreed upon by the district and the Urban Collaborative. The five phases of the project are estimated to be completed in six months as outlined in the project timeline shown in Table 1 below.

Table 1: Project Timeline

Phases of Work	Month #1	Month #2	Month #3	Month #4	Month #5	Month #6
Phase 1: Project Initiation, Data and Document Review						
Phase 2: Team Site Visit						
Phase 3: Analysis/Initial Observations/Recommendations						
Phase 4: Final Observations/Recommendations						
Phase 5: Presentation to Stakeholder Groups						

Payment Schedule

<i>Date Due:</i>	<i>Description of Deliverable:</i>	<i>Amount Due:</i>
Completion of Phase 1	Project Initiation, Data and Document Review	\$26,000 USD
Completion of Phase 3	Analysis/Initial Observations/Recommendations	\$26,000 USD
Completion of Phase 5	Presentation to Stakeholder Groups	\$28,000 USD

If this Contract is terminated by the District or District fails to make payments when due, ASU may discontinue the Services. In either case, ASU may terminate all further work on the Services and seek full payment from District for all work performed and all expenses incurred including allocable or non-cancelable costs. Should it become necessary for ASU to commence collection proceedings or retain an attorney to enforce any of the terms of this Contract, District shall pay all attorneys’ fees and the costs of collection incurred by ASU.

ASU will use reasonable efforts to provide the work / services requested by District per this Exhibit. The parties agree that ASU will have discretion to involve its students in the conduct and performance of the work / services.

ASU neither makes nor will be deemed to have made any express or implied representation or warranty any outcome obtained or deliverable delivered hereunder including any outcome desired by Client.