

Oregon Education Service District (ESD) P-20 Support Network Agreement

7/01/17

I. Overview and Purpose:

Oregon's ESDs have been asking each other for years about what it would look like if we worked together in a systematic and intentional way to serve the students and districts in the state of Oregon more efficiently and effectively. With the success of partnerships such as Regional and Early Intervention/Early Childhood Special Education ESD partnerships, the Cascade Technology Alliance and Promise replication grants, ESDs have developed great models of working together to meet the needs of the State by working in concert with each other and with ODE.

More recently, state legislation formed Early Learning Hubs, Regional Achievement Collaboratives, STEM Hubs and Promise replication programs to increase partnerships among community groups. These initiatives have created an impetus for ESDs to take another look at how we can better partner with each other and with other entities including the Oregon Department of Education, local school districts, the Chief Education Office, the Higher Education Coordinating Council, the Early Learning Division, the Educator Advancement Council and nonprofit entities. In addition, members of the Oregon Association of Education Service Districts have developed stronger relationships and have increased trust and transparency between ESDs and within the operations of the OAESD consortium.

The Oregon ESD P-20 Support Network was initiated in response to these changing factors. The Network design intends to:

- Ensure the equity of, and access to, educational opportunity for all of Oregon's Children.
- Utilize all Oregon ESDs in a coordinated and integrated approach to focus on statewide implementation of targeted initiatives.
- Build capacity at each ESD.
- Build upon existing networks and partnerships to ensure and maximize efficiency for school districts and their students across the state of Oregon.
- Support ODE and other state entities in the effective and efficient design and implementation of initiatives requiring statewide or multi-ESD coordination and collaboration.
- Provide a single point of contact for ODE and other entities with interest in working with Oregon ESDs functioning as a Network.

The effective date for the Agreements and Protocols described herein shall be July 1, 2017 with annual membership renewal. Members of the Network may initiate discussions to renew or amend this agreement at any time. Should a participating ESD discontinue participation in the Network, any Network contracts or grants in which the ESD participated shall continue in accordance with the contractual agreements until such time as the current contract ends. In addition, any contracts or grants awarded to individual member ESDs with state or non-profit entities and signed prior to July 1, 2017 shall remain in effect accordance with pre-existing arrangements and not subject to the Agreements and Protocols of the P-20 Support Network.

II. Membership

Membership in the Oregon ESD P-20 Support Network is open to all Oregon ESDs whose Boards have approved membership, signed the Network Operating Agreements, and act in a manner that is congruent with those agreements.

III. Definitions

CEdO – The Oregon Chief Education Office

HECC – The Oregon Higher Education Coordinating Council

ODE – The Oregon Department of Education

EAC – Educator Advancement Council

ELD - Early Learning Division

Lead ESDs – Those ESDs designated by the Network Superintendents to be the primary contact with the proposing entity in the development, implementation and evaluation of the project. This will include provisions for funding and, potentially, contractual agreements in accordance with the Network Operating Agreements. Project resources will be made available through the contract to enhance the capacity of Lead ESDs in order to achieve the outcomes of the project.

Governance Council – The governance arm of OAESD in which each member ESD has one vote on any matters requiring such action.

OAESD – Oregon Association of Education Service Districts

Network – All ESDs who have publicly declared membership and agreed in writing to the Network Operating Agreements.

Network Design – The schematic for the operation of the network entitled “Oregon ESD P-20 Support Network 2017”.

Network Operating Agreements – The agreements for the operation of the Network which have been developed collaboratively, reduced to writing and signed by ESDs who wish to participate in the Network and agree to abide by the defined protocols and norms.

Network Projects and Activities – Network projects and activities shall be those priorities and initiatives which, as determined by the sponsoring entity, require a coordinated statewide or multi-ESD focus in order to accomplish project objectives, or which, following a pilot, may be considered for replication and/or scalable throughout the state at some future time.

Network Superintendents – The Superintendents of the Network member ESDs.

OAESD – The Oregon Association of Education Service Districts.

Program Cabinet – The Program Cabinet of the OAESD Superintendent Council which serves to coordinate and support ODE in the implementation of regional/state initiatives by ESDs. The Program Cabinet is made up of four representatives from OAESD members selected by the Superintendent Council based on the ADMw of their ESD; four representatives selected by the Superintendent Council based on the expertise of individuals in the statutory service areas for Oregon ESDs (special education, technology, school improvement, administrative services); one at-large representative; and, two representatives from ODE selected by the Deputy Superintendent of Public Instruction. Program Cabinet members, other than ODE representatives, serve staggered two-year terms and are eligible for re-appointment.

Secondary ESD Partners – Those ESDs designated by the Network Superintendents to formally work under the direction of the Lead ESDs in the implementation and evaluation of the project in accordance with the Network Operating Agreements. Project resources will be made available to enhance the capacity of Secondary ESD Partners in order to achieve the outcomes of the project.

Sponsoring Entity – The sponsoring entity shall be a state agency (CEdO, HECC, ODE, EAC, e.g.) or non-profit with well-defined outcomes for a specific, funded project requiring statewide or multi-ESD coordination and collaboration.

Superintendent Council – The superintendents of each member of OAESD.

Tertiary ESD Partners – Those ESDs designated by the Network Superintendents to informally, support, as interest and resources allow, implementation and evaluation of the project in accordance with the Network Operating Agreements. Project resources will be made available to build the capacity of Tertiary ESD Partners in order to achieve the outcomes of the project.

IV. Core Principles and Operating Agreements

A. The Core Principles of the Oregon ESD Support Network are...

- a. A clear and consistent focus on supporting school districts, student outcomes/success.
- b. Equity of opportunity and access for all students.
- c. Opportunity for all ESDs to participate in Network projects as desired and appropriate.
- d. Flexible collaborations which respect the geography, capacity, and expertise of participating ESDs.
- e. Focus on innovative strategies to address the ever changing needs of districts and state initiatives including student achievement, technology services, administrative supports and instruction.

- f. A belief that we are stronger together when we are collaborating and trusting each other.
- g. High quality implementation of project.
- h. Maintaining the integrity of the local service plans of participating ESDs while providing support for local school districts in the implementation of specific statewide initiatives.
- i. Establishing relationships among members which are built upon trust.

B. Professionalism

- a. Network members are dedicated to working together to support the successful implementation of all network activities.
- b. Network members will exhibit behaviors of trustworthiness, honesty, respectful and ethical treatment of others.
- c. In order to ensure the success of the network members will attend meetings, actively participate, and, hold themselves, and be held, accountable for assigned tasks and timelines.
- d. Network members agree to be transparent with other members regarding their motivations and intentions.
- e. Network members agree to keep students and a focus on student success at the center of all network projects and decisions.
- f. Network members agree to regular and timely communication and updates.

C. Communication

Network members agree to communicate with and inform other members as they would wish to receive communication and information. Such communication shall be timely, well-organized, proactive, frequent, clear and consistent using a combination of electronic, written, verbal and face-to-face approaches. It shall be the responsibility of all Network members to engage in such communication and to ensure that communication occurs within the structure of individual Network members. Network members also agree to intentional communication with partners and stakeholders alike, to seek clarification without assigning intent and to give grace to others throughout the collaborative process with the ultimate objective to increase the likelihood of project success. A flow chart for communication shall be developed to include, but not be limited to, the designated point of contact for the Network; how sponsoring entities may engage the Network in conversations about potential projects; the role of Network members in communication; and, the role of the sponsoring entity in communication both within and outside of the Network, i.e., non-Network members and local school districts.

Network members recognize that unintentional lapses in communication may occur and agree to work to resolve any confusion or misunderstandings resulting from such instances as soon as they are recognized.

D. Scope

Network members agree that the appropriateness of any proposed project for application to Network procedures will consider the scope of the proposal. The scope of the work will be determined appropriate by the degree to which the project benefits students in all parts of the state or regions thereof; the extent of support and buy in from individual and/or network ESDs, school district and community partners; the degree to which the project utilizes the Network to build capacity for all member ESDs; the extent to which the project has clearly defined and measurable goals and outcomes; and, the degree to which the available funding for the project matches the scope of initiative.

Sponsoring entities may elect to work with individual ESDs outside of the Network in activities and projects which do not have statewide or multi-ESD implications; however, individual ESDs shall refer specific proposals to the Network at such time as it becomes apparent that the work will be within the boundaries of another ESD, will require the coordination and support of another ESD, or may be considered for scalability and/or replication throughout the state at some future time.

Collaborative initiatives and programs designed and implemented locally by multiple ESDs with the intent to serve a specific geographic area, but not the entire state, shall not be considered Network activities even if outside project funding is utilized. Similarly, an individual ESD may submit proposal(s) for consideration within their geographic or normal service area without the intent that it becomes a Network activity.

Occasionally, a sponsoring entity may approach the Program Cabinet with a project which has predetermined Lead ESDs. In such instance, the Program Cabinet shall engage in discussion with the sponsoring entity to determine the extent to which the project fits within the Network framework purpose and design. Should the sponsoring entity agree that the project may be considered for scalability and/or replication throughout the state at some future time, the Program Cabinet shall encourage the entity to submit the project in accordance with Network protocols.

E. School Districts

Members of the Network shall strive at all times to include local school districts, partners and other stakeholders in the design, implementation and communication of Network activities and projects. It is the responsibility of each ESD, in concert with the sponsoring entity, to ensure local school board members, superintendents, principals, teachers and support staff understands the rationale for the ESDs participation in Network activities. In the event that a local district is involved in a project with an ESD outside of their statutory service area, it shall be the responsibility of the ESD conducting the project to maintain communication with the local district. Individual ESDs are also expected to solicit, formulate and bring forward the concerns of its member districts regarding

Network activities, recognizing and valuing the unique culture and reputation of individual districts. The Network will represent these concerns to the sponsoring entity.

F. Governance

1. Network members agree that the governance of the Network shall include the OAESD Program Cabinet and the Superintendents of Network members. The role of the Program Cabinet will be to act as a “filter”, reviewing the proposal and, to the extent necessary, engaging in clarifying conversation with the sponsoring entity regarding the type and scope of the work, the desired outcomes, the timeline and available resources, and, the extent to which the proposal will build capacity across the Network. The Program Cabinet will determine if the work as proposed and described aligns with the mission of ESDs in general and the purposes of the Network. Should a proposal be determined as appropriate for Network application, the rationale for such involvement shall be communicated to Network members in a coordinated and transparent manner.
2. Member ESDs interested in being involved in a specific Network initiative shall engage in internal discussion relative to the proposal. Such discussions shall include: understanding what will be expected should the ESD elect to participate; the opportunity to have questions clarified by the sponsoring entity; the interest of the individual ESD in further involvement; the capacity of the ESD to perform the prescribed work or portions thereof; the extent to which the prescribed work aligns with the ESD’s mission, priorities and regional focus; the role of local school districts and other community partners; and, the role in which the ESD desires to participate in the proposed project.
3. The Network Superintendents will review the type and scope of the initiative, the desired outcomes, the timeline and available resources of the project. The Network Superintendents will review the interest of individual ESDs in participating in the work including the results of the internal conversations regarding their participation. Using this information and in accordance with the Network Operating Agreements, the Network Superintendents shall identify potential Lead ESDs for the project, secondary partner and contributing ESDs, and tertiary partner ESDs. The Network Superintendents will also, to the extent possible, suggest a project design based on their understanding of the type and scope of the work, the desired outcomes, the timeline and available resources of the project. In doing so, the Network Superintendents shall place a priority on quality; the inclusion of effective practices and efficiencies enhanced or created through involvement in the project; and, the equitable distribution of opportunities for member ESDs to participate and build capacity to provide services within their region.

It is understood that, to the extent possible, decisions made by the Network Superintendents shall be consensus with consensus being defined as agreement of all members on a course of action, even though some members may have reservations or prefer other options. In the event that the Network superintendents cannot reach consensus, the Network will use the dispute resolution process.

Decisions made by the Network Superintendents shall be made in a transparent manner following communication agreements, including the notice of meetings to all Network members, the development and distribution of meeting agendas which clearly state the purpose and anticipated outcomes of the meeting and a record of the meeting which can be made available to all Network members and partners.

G. Evaluation

Program Evaluation: The P-20 Network will advocate that program evaluation be included as part of any regional or statewide initiative which goes through the Network. Evaluations will be conducted by a neutral third-party evaluation professional utilizing measurable outcomes established prior to the implementation of project activities. Evaluation criteria will include the specific outcomes of the project as defined by the funding entity; the impact on student achievement; program sustainability, scalability, quality and affordability; and, relevance of the project in relation to the mission of the Network. Program evaluation may also assess the roles and contributions of participating ESDs in achieving project outcomes.

Network Evaluation: The P-20 Network will collaborate with state agencies and other organizations (i.e., ODE, CEDO, School Districts, etc.) that partner with the Network to implement regional or statewide initiatives to assess the overall effectiveness of the P-20 Network. Evaluation criteria will include: the overall quality and fidelity of work including the extent to which the activities of the Network are making a difference for students; the extent to which the Network has been innovative and/or unique in response to project design; the extent to which the Network has been flexible and nimble in its operation; the extent to which the Network has enhanced the capacity of individual ESDs in performing projects; and, the extent to which the Network has been efficient in its operations.

H. Sustainability

Network members agree to establish, evaluate and continuously update a long-term vision of a successful Network, which is supported by the board of each ESD. Such vision may be updated periodically to ensure that it aligns with the priorities and focus of the Legislature, Oregon Department of Education, the Chief Education Office, local school districts and other partners. Such vision shall be consistently communicated to partners and stakeholders to ensure that such partners and stakeholders have a clear and focused understanding of the Network and its advantages for use in the implementation of various initiatives across the state.

I. Dispute Resolution

Network members agree to allow individual, or a group of, ESDs who question process and decision results made by the Network to express such concerns. . The processing of such concerns shall focus on resolution at the earliest point and lowest level with a priority on intervention and support for solutions rather than reactive responses. All disputes shall be resolved in accordance with the Core Operating Principles described above.

In the event that the Network superintendents are unable to come to consensus on a course of action, a vote shall be taken with each member ESD getting one vote. A motion will carry with 80% of the vote in the affirmative.

Concerns regarding decisions made by the Program Cabinet or Network Superintendents may be expressed informally and/or formally. In the informal phase, the concerned ESD shall engage in conversation with the Chair of the Program Cabinet regarding the concern and the nature of the conversation held by the Program Cabinet in evaluation of the proposed project as a Network activity. This informal phase may also include conversation with the President of the OAESD Superintendent Council.

Should the concerns of the aggrieved ESD remain unresolved, they shall be reduced to writing and forwarded to the President and Chair of the OAESD Governance Council. A meeting of the Governance Council* shall be convened expressly for the purpose of hearing the dispute as soon as a quorum of Council members is available. Following the hearing of the dispute and the evaluation of any applicable evidence which has been presented, the Governance Council may elect to do one or more of the following:

- 1) Postpone action pending the receipt of additional information.
- 2) Vote, following discussion, on the merits of the disputed decision in accordance with OAESD Bylaws for such matters. Such vote shall be the final decision resolving the matter.
- 3) Refer the matter to an outside mediator, the cost of which shall be borne equally by OAESD and the aggrieved ESD. When mediation is used, any agreements by the parties shall be understood to be the final decision in the matter.

*In the event that the dispute involves a non-member of OAESD, the President and Chair of the OAESD Governance Council shall, in consultation with the aggrieved ESD, appoint an independent review board to process the grievance in a manner consistent with the options available to the Governance Council.

V. Operational Protocols (See Accompanying Network Design):

Step 1: Initiatives identified for statewide coordination and implementation by the Higher Education Coordinating Council, the Chief Education Office, the Oregon Department of Education, the Early Learning Division, the Educator Advancement Council or other entities will be brought forward to the Program Cabinet. The entity proposing work to the Network shall define the type and scale of the work, the desired outcomes, the timeline and available resources.

In the event that a sponsoring entity approaches a Network member with a specific proposal with

the intent that the work will extend across member ESD boundaries, the Network member shall direct the sponsoring entity to contact the Program Cabinet for consideration as a Network activity.

Step 2: The Program Cabinet will review the proposal and, to the extent necessary, engage in clarifying conversation with the sponsoring entity regarding the type and scope of the work, the desired outcomes, the timeline and available resources, and, the extent to which the proposal will build capacity across the Network. The Program Cabinet will determine if the work as proposed and described aligns with the mission of ESDs in general and the purposes of the Network. Non-OAESD member ESDs may be included in this discussion as appropriate in clarifying the intent, type and scope of the work and desired outcomes with the proposing entity.

Step 3: A meeting of all member ESDs interested in being involved in the specific initiative with representatives from the proposing entity to further understand, discuss, and exchange information about the project shall be held.

Step 4: All member ESDs interested in being involved in the specific initiative shall engage in internal discussion relative to the proposal. Such discussions shall include: understanding what will be expected should the ESD elect to participate; the opportunity to have questions clarified by the sponsoring entity; the interest of the individual ESD in further involvement; the capacity of the ESD to perform the prescribed work or portions thereof; the extent to which the prescribed work aligns with the ESD's mission, priorities and regional focus; the role of local school districts and other community partners; and, the role in which the ESD desires to participate in the proposed project. Such information shall be communicated to the Network Superintendents.

Step 5: The Network Superintendents will convene to review the type and scale of the work, the desired outcomes, the timeline and available resources of the project. The Network Superintendents will review the interest of individual ESDs in participating in the work including the results of the internal conversations regarding their participation. Using this information and in accordance with the Network Operating Agreements, the Network Superintendents shall identify the Lead ESDs for the project, secondary partner and contributing ESDs, tertiary partner ESDs and the potential roles of local school districts and other partners. The Network Superintendents may invite representatives from the proposing entity to participate in this discussion as deemed appropriate and/or necessary for input and clarity.

Step 6: The designee of the Network Superintendents shall report the results of the conversation to the proposing entity with the opportunity for further and detailed discussion regarding the project. Such conversation will formalize the Network's work on the initiative including, but not limited to, the designation the Lead ESDs for the project, secondary partner and contributing ESDs, tertiary partner ESDs and the potential roles of local school districts and other partners, type and scale of work, timeline, anticipated outcomes, assessment of success in meeting outcomes, and financial and geographic considerations.