

Regular Meeting
Tuesday, January 7, 2025 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 - Election of Board Leadership (Resolutions 7025 and 7026) Vote - Public Comment Accepted
3. 6:10 pm - Superintendent's Report
4. 6:20 pm - Student Representative's Report
5. 6:25 pm - Public Comment
 - Student
 - General Public Comment
 - Union Partners
6. 7:05 pm - Resolution to Affirm Rights of Undocumented Students and Protocols for Immigration and Customs Enforcement (ICE) Access to Schools (Resolution 7030) Vote - Public comment accepted
7. 7:25 pm - Resolution Authorizing Operating Agreement with Albina Vision Trust (Resolution 7024) Vote - Public comment accepted
8. 7:40 pm - Second Reading of a Policy: Student Use of Electronic Devices Policy x.xx.xxx-P (Resolution 7029) Vote- Public comment accepted
9. 8:05 pm - Referral of a 2025 General Obligation Bond (Resolution 7038) Vote - Public comment accepted
10. 8:35 pm - Board Committee and Conference Reports
11. 8:45 pm - Consent Agenda: Resolutions 7031 through 7037 Vote- Public Comment Accepted
 - 11.(a) Resolution 7031 - Approving Racial Equity and Social Justice Community Advisory Committee Members
 - 11.(b) Resolution 7032 - Adoption of the Index to the Minutes
 - 11.(c) Resolution 7033 - Authorizing Off-Campus Activities
 - 11.(d) Resolution 7034 - Expenditure Contracts
 - 11.(e) Resolution 7035 - Revenue Contracts
 - 11.(f) Resolution 7036 - Settlement Agreement
 - 11.(g) Resolution 7037 - Resolution to approve Bond Accountability Committee Members
12. 8:50 pm - Other Business / Committee Referrals
13. 8:55 pm - Adjourn

RESOLUTION No. 7025

Election of Board Chairperson

_____ is hereby elected Chairperson of the Board for the period beginning January 8, 2025, until their successor is elected.

RESOLUTION No. 7026

Election of Board Vice-Chairperson

_____ is hereby elected Vice-Chairperson of the Board for the period beginning January 8, 2025, until their successor is elected.



Superintendent's Report

Together, We Rise

January 7, 2025



School Board Recognition Month



Thank you
SCHOOL BOARD MEMBERS!





**Final Community Transition
Team Meeting
January 23, 2025**

Improving Education for American Indian & Alaska Native Students



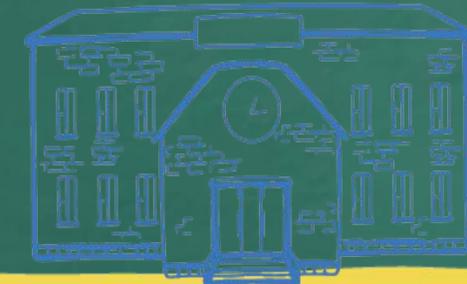
PRIORITY 1

*Advance
Literacy*



PRIORITY 2

*Build Trust and
Relationships
Across Our City*



PRIORITY 3

*Strengthen Safe,
Supportive and
Well Maintained
Schools*

Let's start with Academic Support & Mentorship

We are dedicated to maintaining culturally specific support through tutoring and mentorship programs. In partnership with our Racial Equity and Social Justice (RESJ) team, this work will continue to be funded for no less than \$600,000 through our PPS budget. These programs will prioritize the needs of Native students by grounding support in culturally relevant ways and will prioritize the Cully neighborhood.

To enhance academic support, **we are immediately dedicating funds for an additional 100 hours of tutoring**, ensuring academic achievement and cultural connection remain priorities.

Next, we'll ensure Investment in Native Curriculum & Projects

In the 2025 Bond, we have earmarked \$1.1 million to ensure curriculum resources (including portfolio projects) will celebrate and preserve Native history, culture, and contributions, ensuring that every student has access to an inclusive and accurate education.

In addition, we will hire a Tribal Liaison

To deepen our partnership with Native families and ensure sustained engagement, **we will hire a Tribal Liaison for the upcoming 2025-2026 school year.** This role will align with practices seen at the City of Portland, Multnomah County, Metro, and the Governor's Office, where tribal liaisons build bridges among and between governmental entities and Native communities. The Tribal Liaison will collaborate with jurisdictional partners and serve as a crucial voice for our Native students and families.

We will work on Strengthening Pathways and Relationships

We are committed to continuous learning while strengthening our relationship with Portland State University's Native Teacher and Administrator Pathway program. **In partnership with the community, we will also establish clear K-12 pathways** to support Native students as they navigate their educational journeys.

We will also develop Professional Learning Priorities

In partnership with our Tribal Liaison, we will develop mandatory professional learning opportunities for all of our staff. This effort will ensure that our educators are well-equipped to honor the unique cultural identities of Native students while fostering an inclusive and supportive learning environment.

It's important that we create Spaces for Programs

We recognize the importance of providing safe and welcoming spaces for Native students and their elders. **Some of our modernized buildings can be designated as Native-focused centers.** For instance, three of our high schools collectively serve 300 Native students. With modernized facilities available, we are eager to collaborate with the community to identify the ideal location for such a center.

It's personally important to me that we Rise Together.

This is just the beginning. I invite you to partner with us in co-creating a process that honors your voices and reflects the unique needs of Native families and students. Your input will guide our work, ensuring that these initiatives are meaningful and impactful.

We stand ready to meet with the community on March 3, 2025 at 6 p.m., to discuss this work. More information will come in late January.

TOGETHER, WE RISE



PORTLAND PUBLIC SCHOOLS



RESOLUTION No. 7030

Resolution to Affirm Rights of Undocumented Students and Protocols for Immigration and Customs Enforcement (ICE) Access to Schools

RECITALS

- A. The Portland Public School District is committed to providing a high-quality, equitable education for every student, creating a safe and inclusive environment where diversity is valued and celebrated. The District recognizes the strength of honoring the unique background of its students and families and believes that ensuring that our schools are safe and supportive for all students and their families is paramount to students being able to achieve. The District believes that defending this right to safe and healthy learning environments is legally required, educationally ethical, and consistent with the District's core values.
- B. Portland Public Schools believes the diversity of our students and families is a source of strength and must be honored and reflected in our policies and practices.
- C. Portland Public Schools believes schools must serve as safe spaces where students and families from all backgrounds feel protected, supported, and included, fostering environments where all individuals feel they belong.
- D. Portland Public Schools students, staff, and families originate from many different countries outside the United States. Federal and state law requires that all students be provided equal access to public education, regardless of their immigration status or that of their families or guardians.
- E. Under Oregon law ORS 181A.820, law enforcement agencies are prohibited from using public resources for the purpose of detecting or apprehending individuals whose only violation is being present in the United States in violation of federal immigration laws, subject to exceptions under that law.
- F. Under Oregon laws ORS 336.184-187, student educational records are protected from use for immigration action.

RESOLVED

Now, therefore, be it resolved that, to the maximum extent permitted under law, the District shall:

- 1. Prohibit disclosure, without parental consent, of student educational information, including the immigration status of any PPS student ~~without appropriate local authority.~~
- 2. Protect District staff and students' confidential information and ensure the learning environments are not disrupted by immigration enforcement actions;
- 3. Direct any and all legal requests for staff employment records, student educational records, school property access, or staff or student removal to be presented directly to the Superintendent and the District's General Counsel's office.
- 4. Authorize the Superintendent and/or General Counsel to ask for the ICE agent's credentials, the purpose of requesting access and the legal validity of their request.
- 5. Provide training and guidance to school staff, with the assistance of our community partners, on how to respond to ICE personnel who are requesting information about PPS staff, students and families and/or attempting to enter PPS property. The District will also provide information about rights and protections and support for possibly impacted families. This information will be communicated to all PPS families in all supported languages.
- 6. Not provide information or assistance to the U.S. Immigration and Customs Enforcement (ICE) in the enforcement of federal civil immigration law. This includes refusal to:
 - a. Provide immigration officials with access to school property beyond the front office, without a court order;

- b. Remove a staff or student for immigration law enforcement purposes without a court order or other legal authority and
- c. Inquire about, collect, or maintain records related to immigration status.



PORTLAND PUBLIC SCHOOLS

OFFICE OF OPERATIONS

501 North Dixon Street / Portland, OR 97227

Telephone: (503) 916-2000

Mailing Address: P. O. Box 3107 / 97208-3107

STAFF MEMO

Date: January 3, 2025
To: Board of Education
From: Jon Franco, Chief of Schools
Subject: Immigration Issues in our Schools

Background

In 2016, the Board approved Resolution 5363 regarding how to address immigration issues in our schools. That Resolution remains in place today. [Resolution 5363](#)

With the potential for increased activity involving our immigrant students and their families, staff were asked to review the existing resolution and our current practices and update them, as needed. Proposed Resolution 7030 is the result of that recent review.

Resolution 7030 does not reflect a substantive change from the prior direction from the Board. Rather it reflects and incorporates the best practices developed over the past eight years. Under Resolution 7030, PPS will follow all applicable laws, including the laws designating schools as sanctuaries for students.

Related Policies/Best Practices

We have reviewed other Oregon schools' approaches to this issue, and many have similar resolutions to Resolution 7030.

We have also been working with our community partners, and developing training materials for our schools to ensure both clarity in practice and compliance with applicable law. We anticipate that training will occur over the next few weeks, and we will keep our practices updated as the context and legal expectation evolves.

Analysis of Situation / Fiscal Impact

In light of the potential for future enhanced ICE enforcement, we believe that this updated direction from the Board will enable clarity for schools and compliance with all applicable laws.

Community Engagement

As noted above, all of the work to support our immigrant community in our schools is being done collaboratively with other local entities.

Timeline for Implementation

The timeline for implementation is current and ongoing.

Staff Recommendation

In support of our immigrant community members and in compliance with applicable law, we recommend adoption of Resolution 7030.

Resolution No. 7024

Resolution Authorizing Operating Agreement with Albina Vision Trust

RECITALS

- A. On February 20, 2024, the Portland Public Schools Board of Education approved Resolution 6861, authorizing PPS to prepare for the sale of the Dr. Matthew Prophet Education Center (PEC). Resolution 6861 directed that a timeline be developed to identify a New Headquarters and New Warehouse site within 12 months that could be acquired on, among other terms, an all-in cost-neutral-to-PPS basis so that AVT could ultimately acquire the 10.5-acre PEC site in transaction that meets or exceeds the appraised value of the PEC.
- B. Resolution 6861 also directed that, within 60 days, Minimum Criteria for the New Headquarters and New Warehouse sites be created. Resolution 6861 also required a joint creation of a Work Plan with AVT to fulfill the objectives of the Resolution.
- C. After diligent work within the first 60 days after approval of Resolution 6861, AVT and PPS agreed that additional work and expertise was needed to identify and define the Minimum Criteria, and the District, with Board approval when required, contracted for subject-matter experts to perform those services.
- D. The subject-matter consultants began their work to assess the space needs across the dozens of functions that are housed at the PEC in September 2024, and PPS expects the consultant reports to be delivered in early 2025.
- E. The parties have negotiated an Operating Agreement that governs the manner in which the parties will collaborate and the mechanism for reimbursement of reasonable third-party costs incurred by PPS in fulfilling the objectives of Resolution 6861. That Operating Agreement is attached as Exhibit A.

RESOLVED

- 1. The Board recognizes that the District needs more time than the original timeline provided in Resolution 6861 to develop the Minimum Criteria and other deliverables. The Board expects the District to provide the Minimum Criteria to the Board for review and approval as soon as reasonably possible after the consultants complete their analysis and recommendations in early 2025.
- 2. The Board authorizes the Superintendent to enter into the Operating Agreement with AVT attached hereto as Exhibit A.

Exhibit A (to the Resolution)

**OPERATING AGREEMENT
BETWEEN AVT AND PPS FOR
DR. MATTHEW PROPHET EDUCATION CENTER**

This Operating Agreement (“**Agreement**”), dated [INSERT DATE], is executed by and between **SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON**, a public school district organized under the laws of the State of Oregon (“**PPS**”), owner of the Dr. Matthew Prophet Education Center located at 501 N. Dixon St., Portland, OR 97227, located on the real property legally described on **Exhibit A** to this Agreement (“**PEC**”), which it uses as a headquarters, warehouse, and multiple operational functions, and the **ALBINA VISION TRUST, INC.**, an Oregon nonprofit corporation (“**AVT**”), which desires to acquire the PEC. This Agreement outlines the terms and conditions under which PPS and AVT (each, a “**Party**”, and collectively, the “**Parties**”) will work together in pursuit of the outcomes listed in PPS Board of Education (“**Board**”) Resolution No. 6861 (“**Resolution 6861**”), attached as **Exhibit B** to this Agreement, and the recitals of this Agreement.

RECITALS:

WHEREAS, AVT desires to acquire PEC from PPS and PPS desires to convey PEC to AVT in exchange for the payment or payments to cover all costs incurred by PPS to purchase, improve, and relocate current PEC functions to one or more sites (“**Transaction**” or **Transactions**);

WHEREAS, Resolution 6861 requires that PPS and AVT enter into an Operating Agreement to define the roles and responsibilities of the Parties with respect to the Transactions and set forth the terms of approval and reimbursement of costs incurred by PPS in complying with Resolution 6861; and

WHEREAS, this Agreement is intended to define the roles and responsibilities of the Parties and to provide for the terms of approval and reimbursement of certain costs incurred by PPS, as set forth herein, in anticipation of the Transactions, subject to APA or APAs;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the sufficiency of which is hereby expressly acknowledged, the Parties hereby agree as follows:

OBLIGATIONS:

ARTICLE 1 - GENERAL AGREEMENT TERMS

Section 1.01. Making of Agreement and Complete Relocation Costs.

Subject to the terms and conditions of this Agreement, AVT shall pay or reimburse all costs associated with PPS’s:

(1) Determination of PEC-replacement criteria, as later addressed in this Agreement;

(2) Search for and identification of Relocation Sites, as later defined in this Agreement;

(3) Acquisition and improvement of the chosen Relocation Sites to meet Minimum Requirements and Desired Features associated with the chosen Relocation Sites, as later defined in this Agreement;

(4) Acquisition of all FFE (defined below) required for PPS's operations at the Relocation Site that is not moved from PEC, and disposal of or recycling any FFE at PEC that is not moved to the Relocation Sites;

(5) Move to Relocation Sites, including any temporary Relocation Sites that may be required, as later addressed in this Agreement;

(6) Termination/buyout of that certain Real Property Agreement by and between PPS and Multnomah County for lease of space within PEC, dated June 8, 2000, and as amended June 1, 2001, and December 1, 2008 (the "**County Lease**");

(7) Any other actions required by this Agreement or mutually agreed as necessary to complete the disposition and acquisition of the PEC and Relocation Sites and PPS's improvement of and relocation to the Replacement Sites.

The costs set forth in (1) – (7) above, and such other costs as may be incurred pursuant to this Agreement and to comply with Resolution 6861, are collectively referred to herein as the "**Complete Relocation Costs**".

Section 1.02. Relocation Sites.

"**Relocation Sites**" are defined as the one or more parcels of real property and improvements selected by PPS and reasonably agreed to by AVT for relocation from PEC of PPS's administrative headquarters and warehouse, operational and all other functions.

Section 1.03. Cost-Neutral Transaction.

The Parties have agreed that the Complete Relocation Costs associated with Relocation Sites and the disposition of PEC to AVT and any other transaction or expense required to complete the Transactions contemplated by this Agreement, shall be on an all-in cost-neutral basis for PPS. As used herein, "**all-in cost-neutral**" means that PPS shall incur no material out-of-pocket costs in association with the Transactions other than short-term expenditures that are subject to reimbursement pursuant to the terms of this Agreement, and there shall be no material financial difference to PPS whether PPS retains and continues operations from PEC or acquires and relocates to the Relocation Sites. AVT shall pay Complete Relocation Costs as set forth in this Agreement, and, in consideration thereof and as set forth in the PEC Purchase and Sale Agreement, as defined below, PPS shall convey PEC to AVT.

ARTICLE 2 – DEVELOPMENT OF WORK PLAN.

Section 2.01. Work Plan Requirement.

The Parties shall cooperate in good faith to develop a mutually acceptable Work Plan, as described in Resolution 6861, which includes PPS's Minimum Requirements that the Relocation Sites must satisfy, Desired Features (acknowledging that the ultimately selected and approved Relocation Sites may not include all Minimum Requirements or Desired Features), details and deadlines for the milestones described in Section 3.02 below, and such other matters as the Parties may elect to include in the Work Plan to accomplish the purposes of Resolution 6861. It is intended that the Work Plan will be dynamic and subject to change with the mutual reasonable approval of both Parties to reflect new information and other evolving aspects of the Transactions over the course of the Transactions.

Section 2.02. Minimum Requirements.

The Relocation Sites shall meet minimum requirements established by PPS and approved by the Board ("**Minimum Requirements**"). The Minimum Requirements are intended as the minimum "must-have" features that establish baseline requirements for Relocation Sites that reflect the current functionality of PEC operations in order to replace the functions that are currently housed within the PEC.

Section 2.03. Desired Features.

Additional desired features separate from the Minimum Requirements ("**Desired Features**") may also be established by PPS and utilized in selecting, designing, and improving the Relocation Sites, but will not be strictly required of any particular Relocation Site as determined by PPS, subject to Section 2.04 below and the mutually approved Overall Budget (as defined in Section 6.01 below). Desired Features associated with agreed-to Relocation Sites shall be included in Complete Relocation Costs.

Section 2.04. Framework of Minimum Requirements and Desired Features.

This framework is intended to ensure that the Relocation Sites satisfy the Minimum Requirements and such Desired Features as may be determined to be available during the site selection process. PPS recognizes that no Relocation Site is likely to possess all Minimum Requirements and Desired Features, and that substantial improvements and building renovations and/or additions may be required to meet the Minimum Requirements and available Desired Features. The Parties acknowledge and agree that, as conditions to PPS's commitment to vacate PEC and convey PEC to AVT, the Relocation Sites shall meet the Minimum Requirements to PPS' satisfaction; the Transactions and are confirmed to be all-in cost-neutral to PPS and are approved by the Board in its sole discretion; the Relocation Sites are acquired, improved and furnished to PPS's specifications; and PPS shall have completed its relocation to the Relocation Sites unless otherwise agreed to by the Parties. The Parties intend that PPS is able to relocate on an all-in cost-neutral basis to PPS to facilities that are at least functionally comparable to its current PEC operations.

Section 2.05. Current Furnishings and Equipment in PEC.

The Parties agree that furnishings, movable fixtures, equipment and other personal property ("**FFE**") should be moved from PEC to the Relocation Sites if the cost to move such FFE is less than the cost to acquire new FFE for the Relocation Sites, taking into account the remaining useful

life of existing FFE. The cost of acquisition, relocation and disposal of FFE, as applicable, shall be included in Complete Relocation Costs as one or more Budget Categories in the Overall Budget (as described below).

ARTICLE 3 – COOPERATION AND REGULAR MEETINGS.

Section 3.01. Meeting Requirement.

The Parties shall work together reasonably and in good faith to deliver the objectives of Resolution 6861 and meet regularly on a mutually agreeable schedule to develop and execute the Work Plan. This cooperation will be accomplished (where practical) through shared briefings from members of the Parties’ teams, as well as by shared attendance, in substantive meetings or calls with third parties engaged to assist in the Transactions contemplated by this Agreement.

Section 3.02. Milestones.

At certain milestones in the Work Plan, noted below or as indicated in the final Work Plan (as it may be revised as provided in Section 2.01), the Parties’ administrative leadership will meet to confirm the status of the Work Plan and agree on the prioritization of next steps in the Work Plan in consultation with any relevant Third Parties (defined below) engaged to assist in those transactions. The anticipated milestones for the relocation of the PEC functions for inclusion in the Work Plan include:

- (1) AVT’s Due Diligence on PEC;
- (2) Development of Plan and Timeline for Compliance with PPS Policies for Disposal of Surplus Property as They Apply to the Transfer of PEC to AVT;
- (3) Establish Minimum Requirements and Desired Features;
- (4) Establish Process for Site Evaluations (for those identified by RFP and otherwise);
- (5) Preparation and Issuance of a Property Search RFP;
- (6) Evaluate RFP Responses and Establish Top Site Selection List;
- (7) Assess Sites and Select Preferred Site Locations;
- (8) Evaluate existing FFE in PEC for either moving to Relocation Sites or disposal;
- (9) Development of an Overall Budget and Budget Categories for Acquiring, Developing and Moving to Relocation Sites;
- (10) Negotiation and execution of a Letter of Intent setting forth the business terms between AVT and PPS upon which a purchase and sale agreement for the transfer of PEC from PPS to AVT (“**PEC Purchase and Sale Agreement**”) shall be developed;

- (11) Negotiation and Execution of Letters of Intent with Sellers of Relocation Sites;
- (12) Negotiation and Execution of PEC Purchase and Sale Agreement, Which Shall Include Timing of Transfer and Sources of Funds;
- (13) Negotiation and Execution of Purchase and Sale Agreements with Sellers of Relocation Sites;
- (14) PPS's Due Diligence on Each Relocation Site;
- (15) Development of Plans for Improvement of Selected Relocation Sites and Related Permitting;
- (16) Relocation Plan and Timeline Development, Including Timeline for Negotiations concerning the County Lease; and
- (17) Improvement of Relocation Sites and Relocation.

ARTICLE 4 – FEASIBILITY OF RELOCATION SITES AND PEC.

Section 4.01. PPS's Duties Regarding Due Diligence on Relocation Sites.

PPS shall exercise commercially reasonable efforts to perform due diligence as necessary to assess initial feasibility on potential Relocation Sites (the “**Due Diligence**”) as determined by PPS in its sole discretion. Although Due Diligence on selected Relocation Sites will occur following execution of a purchase and sale agreement for each such site, the Parties acknowledge that certain Due Diligence may be necessary or desirable as part of the site identification process. Such Due Diligence may include in PPS's sole discretion, but is not limited to, title review, a property and/or capital needs assessment, space planning proposals, a Phase I Environmental Site Assessment and its additional recommended testing (as applicable), zoning analysis, as-built CAD surveys, and ALTA surveys.

Section 4.02. AVT's Due Diligence on PEC.

At such time as shall be set forth for AVT's performance of due diligence on PEC in the Work Plan, AVT shall have a non-exclusive right and license for AVT and AVT's representatives, agents, and contractors to enter upon PEC for the purposes of investigating and inspecting PEC and performing tests, studies and analyses with respect to PEC. However, AVT may not enter PEC without giving PPS's designated representative at least two business days' advance written notice of what tests, studies or analyses AVT intends to have performed and when and where such tests, studies or analyses will be performed. PPS shall have the right to have a representative present for all such activities, and AVT, in making such entry and conducting such tests, studies, and analyses, shall not disrupt the business or occupancy of any of the existing occupants and tenants on PEC. In addition to the foregoing, prior to entering PEC, AVT shall provide to PPS proof of insurance satisfactory to PPS that AVT has in effect, at all times when AVT is authorized to come on PEC, commercial general liability insurance in a minimum amount of \$2,000,000, combined single limit per occurrence, insuring AVT against claims for personal injury, death, and

property damage or destruction. PPS shall be named as an additional insured on such policy. AVT agrees to indemnify, defend, and hold harmless PPS and its Related Parties for, from, and against any and all claims, expenses and/or losses (including reasonable attorneys' fees) ("Claims") arising out of AVT's exercise of the rights granted by this Section, including, without limitation, any Claims relating to mechanics' or materialmen's liens. AVT agrees, at its expense, to repair any damage to PEC as a result of its activities pursuant to this Section.

ARTICLE 5 – APPROVAL OF CONTRACTS AND EXPENSES.

Section 5.01. Contracts/Expenses.

PPS will provide to AVT a copy of, and its notice of intent to execute, any proposed contracts (including amendments thereto) or documentation supporting proposed expenses for which PPS will seek payment or reimbursement under this Agreement. Subject to Sections 5.02, 5.03 and 8.01 below, prior to executing any such proposed contract (or amendments thereto) or incurring proposed expenses, PPS will obtain AVT's approval. For the avoidance of doubt and subject to Section 5.03 below, AVT's approval pursuant to this Agreement is required for reimbursement.

Section 5.02. PPS's Legal Fees.

Notwithstanding any other provision of this Agreement, the Parties agree that PPS may incur up to \$200,000.00 in legal expenses, which are approved for reimbursement by AVT up to that pre-approved amount and which shall be included as a Budget Category (defined below) in the Overall Budget. If additional legal expenses are required to be incurred by PPS to complete the Transactions, such requirement shall be addressed in accordance with Section 6.02 below

Section 5.03. Emergencies.

In the event that PPS, in good faith, determines that immediate action on a proposed contract or other expense requiring AVT approval under Section 6.02 is necessary due to significant and imminent health or safety concerns or other comparable urgent considerations relating to PPS's public charge (each an "Emergency"), the period within which PPS must provide notice to AVT and obtain AVT's approval shall be 24 hours. If PPS determines a proposed contract must be executed or other expense incurred due to an Emergency and AVT does not approve, PPS may proceed to execute the proposed contract or incur the proposed expense, and PPS and AVT will submit the dispute for resolution through mediation or binding arbitration pursuant to Section 8.05 below. Notwithstanding the foregoing, if AVT fails to deliver a written notice of objection to an Emergency contract or expense for which a contract is not available within ten (10) calendar days following such request from PPS, AVT shall be deemed to have approved such Emergency contract or proposed expense.

Section 5.04. Pausing Work Already in Progress.

Subject to Article 7 below, AVT may, in its sole discretion and at any time prior to the execution by PPS of a purchase and sale agreement or agreements for Relocation Sites, notify PPS in writing that work associated with already-approved scopes should be paused, and PPS shall pause such work. Any such pause by AVT for any single period of more than one hundred twenty

(120) days, or for any period or periods of more than one hundred eighty (180) days in the aggregate following the date of this Agreement, shall entitle PPS to terminate this Agreement without default in PPS's sole discretion. Upon any such termination, AVT shall immediately reimburse or pay to PPS, as applicable, all Complete Relocation Costs incurred by PPS under and as provided in this Agreement as of such termination date and shall indemnify, defend and hold harmless PPS from and against any Claims resulting from such termination.

ARTICLE 6 – OVERALL BUDGET

Section 6.01. Overall Budget and Budget Categories.

After (or before at the mutual election of the Parties) the identification of Relocation Sites, the Parties will work together in good faith to create an estimated overall budget for the completion of the Transactions that result in an all-in, cost-neutral set of transactions for PPS, which will include all estimated costs associated with the identification, acquisition, design, improvements of, and relocation to, the Relocation Sites, and shall include reasonable general contingency amounts that may be applied to any Budget Category in PPS's reasonable discretion (“**Overall Budget**”). The Overall Budget shall be allocated among various budget categories that shall include, among others, acquisition costs; construction or improvement costs; design costs; permits; relocation costs; FFE acquisition, disposal, and relocation; and other amounts necessary to complete the identification, acquisition, design, improvement, preparation of, and relocation to, the Relocation Sites (individually, a “**Budget Category**” and, collectively, “**Budget Categories**”).

Section 6.02. Increase to Overall Budget and Budget Categories.

In the event that PPS determines that additional funds are necessary to complete the identification, acquisition, design, improvements, and/or preparation of and relocation to the Relocation Sites, including legal fees, PPS shall notify AVT in writing, specifying the additional amount required and the reasons for such increase. AVT shall notify PPS in writing of its approval of additional funds or basis for disagreement that additional funds are necessary. Both Parties agree to act in good faith and cooperate with each other to utilize reasonable efforts so that the transactions contemplated by this Agreement are completed within the Overall Budget to the extent reasonably practicable. Notwithstanding the foregoing, PPS shall have the right to use in PPS's discretion contingency amounts contained in the Overall Budget for any Budget Category.

ARTICLE 7 REIMBURSEMENT AND PAYMENT OF COSTS.

Section 7.01. Reimbursement Obligations.

AVT shall reimburse PPS for any and all reasonable costs, which are Complete Relocation Costs, including but not limited to the costs of Third Parties, defined below (so long as the proposed contracts (including amendments thereto) and expenses are in accordance with the Overall Budget approved by AVT or otherwise in accordance with this Agreement).

Section 7.02. Reimbursement Requests; Fund Transfers; Escrows.

Commencing as of mutual execution of this Agreement, PPS shall submit reimbursement requests to AVT on a calendar-quarter basis, with the first reimbursement request including any

amounts incurred by PPS up to that date. Each quarterly reimbursement request shall be submitted by PPS to AVT for reimbursement of eligible costs incurred by PPS or billed to PPS during the immediately preceding quarter not later than thirty (30) days following the conclusion of each respective quarter. Each reimbursement request item must include invoice backup. AVT shall remit payment for each quarterly reimbursement request to PPS within thirty (30) days of receipt of the request. AVT shall reimburse PPS so that the total Transactions are on an all-in cost-neutral basis for PPS. If the Transactions contemplated by this Agreement are not cost neutral and cost PPS excess funds, AVT shall pay to PPS the difference in costs to make the transactions contemplated by this Agreement cost neutral for PPS. PPS shall use best efforts to ensure that the costs it incurs and for which it seeks reimbursement are reasonable and necessary to meet the objectives of Resolution 6861. Notwithstanding the foregoing, in the event of any item of expense incurred by PPS in accordance with the Overall Budget exceeding \$250,000.00, PPS may require that AVT transfer funds to PPS to pay such costs when due rather than reimbursing PPS for such payments at the end of the quarter. PPS shall provide AVT with not less than thirty (30) days' advance written notice of the requirement for any such fund transfer, together with reasonable supporting documentation. Furthermore, as a condition to PPS entering into contractual obligations for major capital expenditures such as earnest money and purchase price payments under purchase and sale agreements for Relocation Sites, PPS may require that AVT cause to be deposited funds sufficient for satisfaction of such obligations in escrow with a mutually acceptable escrow agent for disbursement to PPS or its obligee when required to satisfy such obligations pursuant to terms of a mutually acceptable escrow agreement.

Section 7.03. Reimbursement and Payment are Not Contingent on Final Relocation.

Reimbursement and payment of costs under this Agreement are not contingent on the ultimate acquisition of any Relocation Sites. For the avoidance of doubt, Complete Relocation Costs will be limited to PPS's actual and reasonable out-of-pocket costs payable to Third Parties (as defined below) pursuant to the approved Overall Budget and Budget Categories and will not include internal staffing (including contracted general counsel services), overhead or other administrative costs of PPS, but will include costs of PPS's outside legal counsel.

Section 7.04. Availability of Funds.

Notwithstanding anything contained in this Agreement, PPS's obligations to contractually bind itself to third parties for the payment of materially significant expenses under this Agreement (as reasonably determined by PPS) are at all times subject to PPS having reasonable assurances as to the sources and availability of funds for AVT's performance of its obligations under this Agreement.

ARTICLE 8 – MISCELLANEOUS PROVISIONS.

Section 8.01. Third Parties.

PPS shall engage all third-party vendors, consultants, and other professionals to assist with assessment, identification, selection, acquisition, and improvement of and relocation to the Relocation Sites along with the disposition of PEC. These third parties may include but are not limited to: brokers, consultants, project managers, title and escrow companies, appraisers,

contractors, space planners, designers, movers, and attorneys (not including contracted general counsel services) (“**Third Parties**”). The Third Parties will not be subject to AVT’s prior approval, but must have demonstrable expertise in the particular scope/area of their engagement.

Section 8.02. Dispute Resolution Related to Cost Reimbursement.

Any disagreement about the reasonableness of any costs for which PPS seeks reimbursement or payment shall be subject to resolution pursuant to Section 8.08.

Section 8.03. Third-Party Work Product.

The Parties shall provide to each other copies of material draft and final versions of reports, consultant deliverables, and terms sheets and binding contracts (i.e., binding letters of intent, purchase agreements with seller of potential Relocation Sites, and due diligence reports), and shall provide to each other copies at predetermined milestones set forth in the Work Plan the site plans, CAD drawings, and cost estimates for identification, selection, acquisition, relocation, consulting, and other services related to the Relocation Sites. If AVT has questions or material concerns, the Parties will work together to consult with Third Parties responsible for the work product to address AVT’s questions and material concerns. PPS shall invite an AVT representative to material meetings (where practical) with third-party consultants focused on design and cost estimating of the improvements of the Relocation Sites, and PPS will also invite AVT to material site tours (excluding Executive Sessions of the Board). The Parties shall have no right to review any confidential or proprietary documents or communications, including, but not limited to, those prepared by each party’s respective attorneys and communications in Executive Sessions of the Board.

Section 8.04. Requests for Approval.

Whenever PPS is required or elects to obtain the approval of AVT for any matter under this Agreement, such approval shall not be unreasonably withheld or conditioned. If AVT shall not have granted or withheld its approval within fifteen (15) business days after PPS’s written request therefor, AVT shall be deemed to have granted such approval; provided, however, that with respect to requests for approval of material contracts valued in excess of \$250,000.00, the foregoing time period shall be twenty-five (25) business days.

Section 8.05. Dispute Resolution.

For any dispute, controversy or claim (excluding indemnification obligations) (each a “**Dispute**”) arising under this Agreement, the Parties shall comply with the following process:

a. Meet and Confer. AVT and PPS shall meet within ten (10) business days of either Parties’ receipt of a Dispute notice from the other to confer and resolve any such Dispute.

b. Mediation. If AVT and PPS are unable to resolve a Dispute during the meet and confer described in Section 8.05(a) above, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator. If AVT and PPS are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. If the

Parties are unable to reach agreement, the mediator shall notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties. The mediation costs, fees and expenses shall be shared equally by the Parties.

c. **Arbitration.**

1. The Parties shall first attempt mediation as specified in Section 8.05(b) above.

2. If AVT and PPS are unable to resolve a Dispute through mediation, the Dispute shall be submitted to binding arbitration before a qualified arbitrator under JAMS's Streamlined Arbitration Rules and Procedures. The place of arbitration shall be Portland, Oregon. The qualified arbitrator shall decide the issues submitted to them in accordance with the language, commercial purposes, intent and restrictions contained in this Agreement and Resolution 6861. Each Party to the arbitration shall cooperate with one another in the production and discovery of reasonably requested documents relevant to the Dispute. The submission and presentation of arguments shall be made to the qualified arbitrator at the earliest practicable date; and the qualified arbitrator shall unilaterally decide the Dispute in a written opinion which shall be conclusive and binding upon them. The qualified arbitrator shall not have the power to add to, subtract from or otherwise modify the provisions of this Agreement. The ruling and award (if any) of the qualified arbitrator shall be final and not subject to judicial review. Judgment on the award of the qualified arbitrator may be entered in any court having jurisdiction over the Parties against which enforcement of the award is being sought, and any Party may institute judicial proceedings to compel arbitration in accordance with the provisions hereof. The non-prevailing Party in an arbitration under this Section shall be responsible to pay the prevailing Party's attorney fees, costs, including costs of the arbitration.

d. Selection of Arbitrator. There will be one arbitrator. If, within twenty (20) days after a Party invokes arbitration hereunder by written notice to the other Party, the Parties have been unable to agree upon a mutually acceptable arbitrator, they will request that the Portland, Oregon office of JAMS appoint an arbitrator from among its panel of arbitrators, and JAMS then will conduct the arbitration.

e. Exceptions. Any Party may seek temporary equitable relief from any court of competent jurisdiction without being required to arbitrate under these procedures, to the extent that any event or circumstance arises such that the Party would be irreparably injured and no adequate remedy at law would exist for such Party; but the merits of the claims between the Parties that give rise to the need for such equitable relief, including any entitlement to permanent equitable relief, will be determined by arbitration in accordance with the provisions of these procedures.

Section 8.06. No Agency, Joint Venture or Partnership.

It is specifically understood and agreed to by and between the Parties that AVT and PPS hereby renounce the existence of any form of agency relationship, joint venture or partnership express or implied between AVT and PPS and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between AVT and PPS.

Section 8.07. Further Assurances.

In connection with this Agreement and the transactions contemplated hereby, the Parties hereby agree to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 8.08. Failure to Agree.

In the event the Parties, despite reasonable good faith efforts, are unable to reach agreement on any item requiring the Parties' agreement prior to closing of the acquisition of the Relocation Sites, such disagreement shall be subject to conference and mediation under Section 8.05(a) and (b). Failing agreement following such processes, then (a) either Party shall be entitled to terminate this Agreement upon written notice other Party, (b) notwithstanding anything contained in this Agreement to the contrary, neither Party shall be deemed to be in default under this Agreement and such failure to agree shall not be subject to arbitration under Section 8.05(c), and (c) upon such termination, AVT shall pay to PPS for all Complete Relocation Costs incurred to date or subsequently payable by PPS under any contractual obligations entered into by PPS prior to such termination in accordance with the terms of this Agreement, and PPS and AVT shall thereafter have no further rights or obligations under this Agreement. The provisions of this Section 8.08 shall survive termination of this Agreement.

Section 8.09. Default and Remedies.

(a) If either Party shall default in any of the terms or provisions of this Agreement, and such Party shall fail to cure any such default within thirty (30) days following written notice thereof given by the non-defaulting Party, then such non-defaulting Party shall have the right to terminate this Agreement and/or pursue any other right or remedy available at law or in equity, including the right to demand and obtain specific performance; provided, however, the non-defaulting Party shall only be entitled to seek recovery of actual damages which directly result from the defaulting Party's breach, each Party hereby waiving and covenanting not to assert any right to seek or obtain any other damages (including, but not limited to, incidental, consequential, or punitive damages, which are expressly and specifically waived and released by each party) resulting from the other Party's breach. Any portion of the Complete Relocation Costs not paid within thirty (30) days after the due date thereof shall accrue interest at the rate of nine percent (9%) per annum from such due date until paid.

(b) Upon any termination of this Agreement, PPS will be entitled to recover from AVT all Complete Relocation Costs that are due and owing as of such termination or subsequently payable by PPS under any contractual obligations entered into by PPS prior to such termination in accordance with the terms of this Agreement.

(c) The provisions of this Section 8.09 shall survive termination of this Agreement.

Section 8.10. Notices.

Unless otherwise provided, any notice under this Agreement shall be given in writing and shall be deemed effectively given upon the earlier of actual receipt or (a) personal delivery to the

Section 8.13. Severability.

Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transactions contemplated hereby be consummated as originally contemplated on an all-in cost-neutral basis to PPS.

Section 8.14. Successors and Assigns.

Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto (or their respective successors and assigns) any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

Section 8.15. Governing Law.

All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Oregon.

Section 8.16. Submission to Jurisdiction.

The Parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the United States District Court for the District of Oregon or in the Multnomah County Circuit Court, so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Oregon; subject to the provisions of Section 7.05. Each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient form.

Section 8.17. Waiver of Jury Trial.

Each party hereto hereby acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 8.18. Attorneys' Fees.

Each Party shall pay the other Party's reasonable legal costs and attorney's fees incurred in successfully enforcing or defending against the other party with respect to any covenants, terms or conditions of this Agreement. The provisions of this Section 8.18 shall survive any termination of this Agreement.

Section 8.19. Other General Provisions.

Time is of the essence with respect to this Agreement. This Agreement is between AVT and PPS. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement. This Agreement has been reviewed and revised by legal counsel for both AVT and PPS, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

Section 8.20. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement signed with electronic signatures and/or delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 8.21. Governance and Additional Terms.

All PPS transactions and contracts remain subject to applicable PPS policies, Board approvals and governing laws.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the date first written above.

Albina Vision Trust, Inc.

By: _____
Name: _____
Title: _____

[Signature Page to Operating Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the date first written above.

School District No. 1J, Multnomah County, Oregon

By: _____
Name: _____
Title: _____

(Exhibit A to the Operating Agreement)

EXHIBIT A
PEC PARCELS
(Legal Descriptions)

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

Lots 1 and 2, Block 2, and Lots 1 through 18, inclusive, Block 3, DELMER SHAVER'S SECOND ADDITION TO THE CITY OF PORTLAND; Lots 10 through 18, inclusive, Block 18; and Lots 1 through 18, inclusive, Block 19, IRVING'S HARBOR VIEW; and Lots 1 through 9, inclusive, Block 18, ELIZABETH IRVING'S ADDITION TO THE CITY OF EAST PORTLAND, all in the City of Portland, County of Multnomah and State of Oregon, TOGETHER with those portions of vacated North Hancock Street, North Benton Avenue, North Ross Avenue and North Wheeler Place which inured to the above described property by reason of City of Portland Vacation Ordinance No. 142516, recorded October 26, 1976 in Book 1135 page 1212, Multnomah County Records; ALSO a tract of land located in the southwest 1/4 of Section 27, Township 1 North, Range 1 East of the Willamette Meridian, Multnomah County, Oregon, said tract being a portion of North Hancock Street and North Ross Avenue as now vacated by City of Portland Ordinance No. 142516, said tract being more particularly described as follows: Beginning at the intersection of the center line of said North Hancock Street and the center line of said North Ross Avenue; thence South 51°14'00" West along the center line of North Hancock Street, 38.10 feet; thence North 00°06'15" East 60.76 feet to the center line of said North Ross Avenue; thence South 38°43'45" East 47.31 feet to the point of beginning.

EXCEPTING THEREFROM that portion of Lot 1, Block 19, IRVING'S HARBOR VIEW conveyed to the City of Portland for street purposes by deed recorded May 17, 1978 in Book 1263, Page 1743, Deed Records of Multnomah County, Oregon.

PARCEL II:

TRACT A - A tract in Section 27, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows: Beginning at a point on the South line of North Hancock Street, 155 feet West of the West line of North Flint Street; thence West along said South line 95 feet; thence South 100 feet; thence East 95 feet; thence North 100 feet to the point of beginning;

TRACT B - A tract in Section 27, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows: Beginning at a point on the West line of North Flint Street which is 100 feet South of the intersection of said West line with the South line of North Hancock Street; thence West parallel with said South street line 339.26 feet to the Northeasterly line of North Wheeler Avenue; thence Southeasterly along said Northeasterly line 124.22 feet to the Southwest corner of Parcel "C" conveyed to Williamsen & Bleid, Incorporated, by deed recorded February 6, 1956 in Deed Book 1768 page 52; thence East along the South line of said Williamsen & Bleid tract 261.51 feet to the West line of North Flint Street; thence North along said West street line 96.74 feet to the point of beginning;

TRACT C - A tract in Section 27, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows: Beginning at a point on the South line of North Hancock Street 250 feet West of the West line of North Flint Street; thence South 100 feet; thence West 89.26 feet, more or less, to the Northeasterly line of North Wheeler Avenue; thence Northwesterly along said Northeasterly line to the South line of North Hancock Street; thence East to the point of beginning.

PARCEL III:

Lots 1 through 4, inclusive, and Lots 9 through 12, inclusive, all in Block 16, ELIZABETH IRVING'S ADDITION TO THE CITY OF EAST PORTLAND, all in the City of Portland, County of Multnomah and State of Oregon.

EXHIBIT B
RESOLUTION 6861

Resolution No. 6861

Resolution Authorizing PPS to Prepare for the Sale of the Dr. Matthew Prophet Education Center

RECITALS

- A. While our commitment to calling out and eradicating systems of oppression is clear in our words, plans, and values, we also know that cultural and institutional racism continues to produce disparities and negatively impact the lives of our students of color, specifically for Black students. Reflecting on our community's vision for PPS, our core values and educational system shifts, along with the acknowledgement of persistent, racialized predictors for student outcomes, we are called to strategically utilize and invest resources in a targeted and culturally responsive manner to achieve racial equity and social justice. Grounded in the belief that culturally specific organizations are uniquely positioned to partner with PPS to support our racial equity and social justice goals, we continue our commitment to partner with culturally specific and multiracial organizations.
- B. On June 11, 2020, the PPS Board of Education unanimously approved Resolution 6130. In this resolution, the Board declared that the lives of Black students and our Black community matter and committed to working with the Superintendent and the Portland community to create the conditions for every student, especially our Black and Native students who experience the greatest challenges, to realize the vision of the PPS Graduate Portrait. It further commends the Superintendent and the District's leadership for its bold commitment to center the lived experiences of our students and apply a racial equity and social justice lens to all high-leverage decisions.
- C. On May 25, 2021, the PPS Board of Education unanimously approved yet another resolution, Resolution No. 6303. As part of its broader effort to heal historic harms inflicted upon Portland's Black community and begin clearing the way for a nationally precedent-setting, child-centered redevelopment effort in Lower Albina, the Board granted the Albina Vision Trust right of first offer and right of first refusal on the PPS- Dr. Matthew Prophet Education Center (PEC) property.
- D. The Albina Vision Trust (AVT) is a nonprofit organization created to steward the neighborhood's rebirth through the thoughtful transformation of the 94-acres of Lower Albina. It is also the largest and most prominent restorative redevelopment effort in the United States of America. The 10.5-acre PEC site is within this 94-acres of Lower Albina
- E. Albina was once home to 4 out of every 5 Black families in Portland – a thriving, creative, and affordable neighborhood consisting of Black-owned businesses, homes, and faith institutions. It was the cultural capital of Portland with world-class jazz venues, environmental justice initiatives, and education models created for and by Black Portlanders. Decades of disinvestment, urban renewal, and racist public policy decimated the neighborhood.
- F. The Albina Vision is anchored in a comprehensive and long-term commitment to develop a community where honoring the past inspires us to build a better future. In the past 3 years, the organization has broken ground on its inaugural 94-unit affordable housing development in Lower Albina, advanced work on a highway cover project that would reconnect a critical segment of the district bisected by the construction of Interstate 5, begun scoping a waterfront park that would span the distance between the Steel and Broadway Bridges alongside local and regional partners, and earned both the recognition and support of the US Secretary of Transportation for its nation-leading efforts to breathe new life into Black Portlanders' historic home.
- G. If our work as educators teaches us anything, it is that true transformation occurs at the intersection of pedagogy and place. Our children must feel rooted in the built space they are born

into, inspired by the structures that meet their eyes when they orient their gaze skywards, and nourished by the communal embrace of neighborhoods that prioritize the well-being and generational mobility of the most marginalized among us.

- H. For the descendants of Albina, the historic epicenter of Portland's Black community, the realization of that collectively held dream requires an act of reclamation. The Portland Public Schools headquarters site was built on a parcel seized by prior owners via eminent domain — a plot of land upon which once stood dozens of Black and immigrant-owned, working-class homes.
- I. The Portland Public Schools Board of Education acknowledges that the District's real property assets are on the traditional land of the Chinook, Clackamas, Kalapuya, Multnomah, Wasco, Kathlamet, Tualatin, and Molalla tribes. We also know that many other tribes made their homes along the Columbia and Willamette Rivers. We also recognize the robust present-day federally recognized tribes of this area: the Grande Ronde, Siletz and Cowlitz, and the Native American community, representing more than 380 tribes that have made the City of Portland one of the top 25 cities with the largest American Indian/Alaska Native populations*
- J. We also acknowledge that federal, state, and local governments supported the invasion and dispossession of Native People's lands and the institutionalized practices of the removal and displacement of Native people from their lands. Additionally, PPS acknowledges that Portland institutions and citizens participated in redlining and structurally organized policies, zoning, and planning that restricted or prevented Black, Indigenous, and communities of color from land ownership and led to their disproportionate displacement through "urban renewal" or gentrification.*
- K. With the recognition of our role, we know that as current caretakers of this ancestral land, the District recognizes its fiduciary responsibility to preserve and maintain its real property assets in a manner that will serve current students and future generations.
- L. The Portland Public Schools real estate property, Dr. Matthew Prophet Education Center, sits at the center of the lower Albina neighborhood, and is a key to the neighborhood's rebirth towards a youth-centered community.
- M. Institutions—especially Portland Public Schools—have a moment, an opportunity to lead, not with race-neutral plans, but with an anti-racist agenda that amplifies an intergenerational healing process among students, their families, and our community.

RESOLVED

Therefore, be it resolved that the Board of Education:

1. Authorizes and directs the Superintendent or designee to establish a timeline not exceeding 12 months from the date of this Resolution for the identification of a New Headquarters site and a New Warehouse site to acquire on, among other terms, an all-in cost-neutral-to-PPS basis in series of transactions that includes a transaction with AVT for its acquisition of 10.5-acre PEC that meets or exceeds the appraised value of the PEC site, all which, must be approved by the Board.
2. Authorizes and directs the Superintendent or designee to finalize the following guiding documents within 60 days of this Resolution:
 - a. Create and finalize the Minimum Criteria for the New Headquarters site and the New Warehouse sites. The criteria for each shall include, but not be limited to, that the New Headquarters reside within the District boundaries, the minimum usable square footage (including office and public and staff meeting spaces for administration building), the minimum number of parking spaces, other critical considerations and required District

uses in identifying new sites, and for the New Headquarters, proximity to multi-modal transit. The Minimum Criteria shall be used as the basis for identifying potential sites.

- b. Create and finalize a Work Plan in partnership with Albina Vision Trust to guide the tasks, milestones, deliverables, and timeline in order to achieve the objective identified in Paragraph A of this Resolution. The Work Plan tasks and milestones shall be shared with the Board and include but are not limited to the following:
 - i. PPS Facilities and Asset Management staff and/or Senior PPS Leadership will provide regular updates at the Facilities and Operations Committee of the School Board. PPS staff will work in good faith, in collaboration with Albina Vision Trust, to create and implement the Work Plan subject to Board approval and inform the Facilities and Operations Committee about the progress towards the objectives identified in Paragraph A of this Resolution.
 - ii. Utilization of brokerage/project management and space planning consultant(s) to represent PPS on the acquisition and any potential build-out of the New Headquarters and New Warehouse sites.
 - iii. Due diligence requirements for the New Headquarters and New Warehouse sites that are anticipated to include at least: a Property or Capital Needs Assessment, a Phase I Environmental Site Assessment and its additional recommended testing (as applicable), a Zoning Report, and As-Built CAD Surveys.
 - iv. Selection of appropriate professionals, including Architect(s) and General Contractor(s), for the design and build-out of any Tenant Improvements, as applicable.
 - v. Contracting and procurement plan for all consultants.
 - vi. Site Identification Process for the New Headquarters and New Warehouse sites
 - vii. Anticipated milestones include but are not limited to:
 1. Term Sheet between PPS and Albina Vision Trust ,
 2. Purchase and sales agreements/other agreements to transact on the Dr. Matthew Prophet Education Center property , the New Headquarters and the New Warehouse .
 3. Operating agreement between PPS and AVT to further define roles and responsibilities of each party and set forth the terms of approval and reimbursement of PPS costs of complying with this Resolution to be shared with and approved by the Board.
 4. Access agreement with Albina Vision Trust on the Dr. Matthew Prophet Education Service Center in order to conduct early property due diligence.
 5. Comprehensive Term Sheet with the Albina Vision Trust to achieve the objective established in Paragraph A of this resolution.
 6. Appraisal of PEC.
3. Recognizes that the varied central services and work occurring in the Matthew Prophet Education Center headquarters supports students and staff across the District and that a replacement facility or facilities need to effectively serve PPS students, staff and the school community.
4. All PPS transactions and contracts remain subject to applicable PPS policies and governing laws.
5. Stands firmly behind the *Albina Vision*, a community-led reinvention and transformation of the 94-acres of lower Albina, from which thousands of primarily Black residents were forcibly displaced over decades of urban renewal. In this effort, we will stand shoulder to shoulder with the AVT and the Black community, to develop a youth-centered community in lower Albina that creates opportunities for Portland's next generation of Black people to learn, build wealth and reclaim home. This reinvention of the Albina neighborhood would also allow for intentional design for the safety of Black and brown children in the urban environment while at the same time providing the housing and community stability that supports education.

6. Stands strongly in its commitment to authentically listen, learn and partner with our community's Black elders and listen to our Black youth to address the cultural and institutional racism that has existed in our system since its inception. This includes Black-led organizations and community-based organizations accountable to Portland's Black community.
7. Commits to affirming our community's long-held belief to lead with a robust Racial Equity and Social Justice agenda to center the lived experiences of our Black students, families, educators, and staff in our actions, decisions, and words.

*Board Policy 8.70.040

**OPERATING AGREEMENT
BETWEEN AVT AND PPS FOR
DR. MATTHEW PROPHET EDUCATION CENTER**

This Operating Agreement (“**Agreement**”), dated [INSERT DATE], is executed by and between **SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON**, a public school district organized under the laws of the State of Oregon (“**PPS**”), owner of the Dr. Matthew Prophet Education Center located at 501 N. Dixon St., Portland, OR 97227, located on the real property legally described on **Exhibit A** to this Agreement (“**PEC**”), which it uses as a headquarters, warehouse, and multiple operational functions, and the **ALBINA VISION TRUST, INC.**, an Oregon nonprofit corporation (“**AVT**”), which desires to acquire the PEC. This Agreement outlines the terms and conditions under which PPS and AVT (each, a “**Party**”, and collectively, the “**Parties**”) will work together in pursuit of the outcomes listed in PPS Board of Education (“**Board**”) Resolution No. 6861 (“**Resolution 6861**”), attached as **Exhibit B** to this Agreement, and the recitals of this Agreement.

RECITALS:

WHEREAS, AVT desires to acquire PEC from PPS and PPS desires to convey PEC to AVT in exchange for the payment or payments to cover all costs incurred by PPS to purchase, improve, and relocate current PEC functions to one or more sites (“**Transaction**” or **Transactions**);

WHEREAS, Resolution 6861 requires that PPS and AVT enter into an Operating Agreement to define the roles and responsibilities of the Parties with respect to the Transactions and set forth the terms of approval and reimbursement of costs incurred by PPS in complying with Resolution 6861; and

WHEREAS, this Agreement is intended to define the roles and responsibilities of the Parties and to provide for the terms of approval and reimbursement of certain costs incurred by PPS, as set forth herein, in anticipation of the Transactions, subject to APA or APAs;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the sufficiency of which is hereby expressly acknowledged, the Parties hereby agree as follows:

OBLIGATIONS:

ARTICLE 1 - GENERAL AGREEMENT TERMS

Section 1.01. Making of Agreement and Complete Relocation Costs.

Subject to the terms and conditions of this Agreement, AVT shall pay or reimburse all costs associated with PPS’s:

(1) Determination of PEC-replacement criteria, as later addressed in this Agreement;

(2) Search for and identification of Relocation Sites, as later defined in this Agreement;

(3) Acquisition and improvement of the chosen Relocation Sites to meet Minimum Requirements and Desired Features associated with the chosen Relocation Sites, as later defined in this Agreement;

(4) Acquisition of all FFE (defined below) required for PPS's operations at the Relocation Site that is not moved from PEC, and disposal of or recycling any FFE at PEC that is not moved to the Relocation Sites;

(5) Move to Relocation Sites, including any temporary Relocation Sites that may be required, as later addressed in this Agreement;

(6) Termination/buyout of that certain Real Property Agreement by and between PPS and Multnomah County for lease of space within PEC, dated June 8, 2000, and as amended June 1, 2001, and December 1, 2008 (the "**County Lease**");

(7) Any other actions required by this Agreement or mutually agreed as necessary to complete the disposition and acquisition of the PEC and Relocation Sites and PPS's improvement of and relocation to the Replacement Sites.

The costs set forth in (1) – (7) above, and such other costs as may be incurred pursuant to this Agreement and to comply with Resolution 6861, are collectively referred to herein as the "**Complete Relocation Costs**".

Section 1.02. Relocation Sites.

"**Relocation Sites**" are defined as the one or more parcels of real property and improvements selected by PPS and reasonably agreed to by AVT for relocation from PEC of PPS's administrative headquarters and warehouse, operational and all other functions.

Section 1.03. Cost-Neutral Transaction.

The Parties have agreed that the Complete Relocation Costs associated with Relocation Sites and the disposition of PEC to AVT and any other transaction or expense required to complete the Transactions contemplated by this Agreement, shall be on an all-in cost-neutral basis for PPS. As used herein, "**all-in cost-neutral**" means that PPS shall incur no material out-of-pocket costs in association with the Transactions other than short-term expenditures that are subject to reimbursement pursuant to the terms of this Agreement, and there shall be no material financial difference to PPS whether PPS retains and continues operations from PEC or acquires and relocates to the Relocation Sites. AVT shall pay Complete Relocation Costs as set forth in this Agreement, and, in consideration thereof and as set forth in the PEC Purchase and Sale Agreement, as defined below, PPS shall convey PEC to AVT.

ARTICLE 2 – DEVELOPMENT OF WORK PLAN.

Section 2.01. Work Plan Requirement.

The Parties shall cooperate in good faith to develop a mutually acceptable Work Plan, as described in Resolution 6861, which includes PPS's Minimum Requirements that the Relocation Sites must satisfy, Desired Features (acknowledging that the ultimately selected and approved Relocation Sites may not include all Minimum Requirements or Desired Features), details and deadlines for the milestones described in Section 3.02 below, and such other matters as the Parties may elect to include in the Work Plan to accomplish the purposes of Resolution 6861. It is intended that the Work Plan will be dynamic and subject to change with the mutual reasonable approval of both Parties to reflect new information and other evolving aspects of the Transactions over the course of the Transactions.

Section 2.02. Minimum Requirements.

The Relocation Sites shall meet minimum requirements established by PPS and approved by the Board ("**Minimum Requirements**"). The Minimum Requirements are intended as the minimum "must-have" features that establish baseline requirements for Relocation Sites that reflect the current functionality of PEC operations in order to replace the functions that are currently housed within the PEC.

Section 2.03. Desired Features.

Additional desired features separate from the Minimum Requirements ("**Desired Features**") may also be established by PPS and utilized in selecting, designing, and improving the Relocation Sites, but will not be strictly required of any particular Relocation Site as determined by PPS, subject to Section 2.04 below and the mutually approved Overall Budget (as defined in Section 6.01 below). Desired Features associated with agreed-to Relocation Sites shall be included in Complete Relocation Costs.

Section 2.04. Framework of Minimum Requirements and Desired Features.

This framework is intended to ensure that the Relocation Sites satisfy the Minimum Requirements and such Desired Features as may be determined to be available during the site selection process. PPS recognizes that no Relocation Site is likely to possess all Minimum Requirements and Desired Features, and that substantial improvements and building renovations and/or additions may be required to meet the Minimum Requirements and available Desired Features. The Parties acknowledge and agree that, as conditions to PPS's commitment to vacate PEC and convey PEC to AVT, the Relocation Sites shall meet the Minimum Requirements to PPS' satisfaction; the Transactions and are confirmed to be all-in cost-neutral to PPS and are approved by the Board in its sole discretion; the Relocation Sites are acquired, improved and furnished to PPS's specifications; and PPS shall have completed its relocation to the Relocation Sites unless otherwise agreed to by the Parties. The Parties intend that PPS is able to relocate on an all-in cost-neutral basis to PPS to facilities that are at least functionally comparable to its current PEC operations.

Section 2.05. Current Furnishings and Equipment in PEC.

The Parties agree that furnishings, movable fixtures, equipment and other personal property ("**FFE**") should be moved from PEC to the Relocation Sites if the cost to move such FFE is less than the cost to acquire new FFE for the Relocation Sites, taking into account the remaining useful

life of existing FFE. The cost of acquisition, relocation and disposal of FFE, as applicable, shall be included in Complete Relocation Costs as one or more Budget Categories in the Overall Budget (as described below).

ARTICLE 3 – COOPERATION AND REGULAR MEETINGS.

Section 3.01. Meeting Requirement.

The Parties shall work together reasonably and in good faith to deliver the objectives of Resolution 6861 and meet regularly on a mutually agreeable schedule to develop and execute the Work Plan. This cooperation will be accomplished (where practical) through shared briefings from members of the Parties’ teams, as well as by shared attendance, in substantive meetings or calls with third parties engaged to assist in the Transactions contemplated by this Agreement.

Section 3.02. Milestones.

At certain milestones in the Work Plan, noted below or as indicated in the final Work Plan (as it may be revised as provided in Section 2.01), the Parties’ administrative leadership will meet to confirm the status of the Work Plan and agree on the prioritization of next steps in the Work Plan in consultation with any relevant Third Parties (defined below) engaged to assist in those transactions. The anticipated milestones for the relocation of the PEC functions for inclusion in the Work Plan include:

- (1) AVT’s Due Diligence on PEC;
- (2) Development of Plan and Timeline for Compliance with PPS Policies for Disposal of Surplus Property as They Apply to the Transfer of PEC to AVT;
- (3) Establish Minimum Requirements and Desired Features;
- (4) Establish Process for Site Evaluations (for those identified by RFP and otherwise);
- (5) Preparation and Issuance of a Property Search RFP;
- (6) Evaluate RFP Responses and Establish Top Site Selection List;
- (7) Assess Sites and Select Preferred Site Locations;
- (8) Evaluate existing FFE in PEC for either moving to Relocation Sites or disposal;
- (9) Development of an Overall Budget and Budget Categories for Acquiring, Developing and Moving to Relocation Sites;
- (10) Negotiation and execution of a Letter of Intent setting forth the business terms between AVT and PPS upon which a purchase and sale agreement for the transfer of PEC from PPS to AVT (“**PEC Purchase and Sale Agreement**”) shall be developed;

- (11) Negotiation and Execution of Letters of Intent with Sellers of Relocation Sites;
- (12) Negotiation and Execution of PEC Purchase and Sale Agreement, Which Shall Include Timing of Transfer and Sources of Funds;
- (13) Negotiation and Execution of Purchase and Sale Agreements with Sellers of Relocation Sites;
- (14) PPS's Due Diligence on Each Relocation Site;
- (15) Development of Plans for Improvement of Selected Relocation Sites and Related Permitting;
- (16) Relocation Plan and Timeline Development, Including Timeline for Negotiations concerning the County Lease; and
- (17) Improvement of Relocation Sites and Relocation.

ARTICLE 4 – FEASIBILITY OF RELOCATION SITES AND PEC.

Section 4.01. PPS's Duties Regarding Due Diligence on Relocation Sites.

PPS shall exercise commercially reasonable efforts to perform due diligence as necessary to assess initial feasibility on potential Relocation Sites (the “**Due Diligence**”) as determined by PPS in its sole discretion. Although Due Diligence on selected Relocation Sites will occur following execution of a purchase and sale agreement for each such site, the Parties acknowledge that certain Due Diligence may be necessary or desirable as part of the site identification process. Such Due Diligence may include in PPS's sole discretion, but is not limited to, title review, a property and/or capital needs assessment, space planning proposals, a Phase I Environmental Site Assessment and its additional recommended testing (as applicable), zoning analysis, as-built CAD surveys, and ALTA surveys.

Section 4.02. AVT's Due Diligence on PEC.

At such time as shall be set forth for AVT's performance of due diligence on PEC in the Work Plan, AVT shall have a non-exclusive right and license for AVT and AVT's representatives, agents, and contractors to enter upon PEC for the purposes of investigating and inspecting PEC and performing tests, studies and analyses with respect to PEC. However, AVT may not enter PEC without giving PPS's designated representative at least two business days' advance written notice of what tests, studies or analyses AVT intends to have performed and when and where such tests, studies or analyses will be performed. PPS shall have the right to have a representative present for all such activities, and AVT, in making such entry and conducting such tests, studies, and analyses, shall not disrupt the business or occupancy of any of the existing occupants and tenants on PEC. In addition to the foregoing, prior to entering PEC, AVT shall provide to PPS proof of insurance satisfactory to PPS that AVT has in effect, at all times when AVT is authorized to come on PEC, commercial general liability insurance in a minimum amount of \$2,000,000, combined single limit per occurrence, insuring AVT against claims for personal injury, death, and

property damage or destruction. PPS shall be named as an additional insured on such policy. AVT agrees to indemnify, defend, and hold harmless PPS and its Related Parties for, from, and against any and all claims, expenses and/or losses (including reasonable attorneys' fees) ("Claims") arising out of AVT's exercise of the rights granted by this Section, including, without limitation, any Claims relating to mechanics' or materialmen's liens. AVT agrees, at its expense, to repair any damage to PEC as a result of its activities pursuant to this Section.

ARTICLE 5 – APPROVAL OF CONTRACTS AND EXPENSES.

Section 5.01. Contracts/Expenses.

PPS will provide to AVT a copy of, and its notice of intent to execute, any proposed contracts (including amendments thereto) or documentation supporting proposed expenses for which PPS will seek payment or reimbursement under this Agreement. Subject to Sections 5.02, 5.03 and 8.01 below, prior to executing any such proposed contract (or amendments thereto) or incurring proposed expenses, PPS will obtain AVT's approval. For the avoidance of doubt and subject to Section 5.03 below, AVT's approval pursuant to this Agreement is required for reimbursement.

Section 5.02. PPS's Legal Fees.

Notwithstanding any other provision of this Agreement, the Parties agree that PPS may incur up to \$200,000.00 in legal expenses, which are approved for reimbursement by AVT up to that pre-approved amount and which shall be included as a Budget Category (defined below) in the Overall Budget. If additional legal expenses are required to be incurred by PPS to complete the Transactions, such requirement shall be addressed in accordance with Section 6.02 below

Section 5.03. Emergencies.

In the event that PPS, in good faith, determines that immediate action on a proposed contract or other expense requiring AVT approval under Section 6.02 is necessary due to significant and imminent health or safety concerns or other comparable urgent considerations relating to PPS's public charge (each an "Emergency"), the period within which PPS must provide notice to AVT and obtain AVT's approval shall be 24 hours. If PPS determines a proposed contract must be executed or other expense incurred due to an Emergency and AVT does not approve, PPS may proceed to execute the proposed contract or incur the proposed expense, and PPS and AVT will submit the dispute for resolution through mediation or binding arbitration pursuant to Section 8.05 below. Notwithstanding the foregoing, if AVT fails to deliver a written notice of objection to an Emergency contract or expense for which a contract is not available within ten (10) calendar days following such request from PPS, AVT shall be deemed to have approved such Emergency contract or proposed expense.

Section 5.04. Pausing Work Already in Progress.

Subject to Article 7 below, AVT may, in its sole discretion and at any time prior to the execution by PPS of a purchase and sale agreement or agreements for Relocation Sites, notify PPS in writing that work associated with already-approved scopes should be paused, and PPS shall pause such work. Any such pause by AVT for any single period of more than one hundred twenty

(120) days, or for any period or periods of more than one hundred eighty (180) days in the aggregate following the date of this Agreement, shall entitle PPS to terminate this Agreement without default in PPS's sole discretion. Upon any such termination, AVT shall immediately reimburse or pay to PPS, as applicable, all Complete Relocation Costs incurred by PPS under and as provided in this Agreement as of such termination date and shall indemnify, defend and hold harmless PPS from and against any Claims resulting from such termination.

ARTICLE 6 – OVERALL BUDGET

Section 6.01. Overall Budget and Budget Categories.

After (or before at the mutual election of the Parties) the identification of Relocation Sites, the Parties will work together in good faith to create an estimated overall budget for the completion of the Transactions that result in an all-in, cost-neutral set of transactions for PPS, which will include all estimated costs associated with the identification, acquisition, design, improvements of, and relocation to, the Relocation Sites, and shall include reasonable general contingency amounts that may be applied to any Budget Category in PPS's reasonable discretion (“**Overall Budget**”). The Overall Budget shall be allocated among various budget categories that shall include, among others, acquisition costs; construction or improvement costs; design costs; permits; relocation costs; FFE acquisition, disposal, and relocation; and other amounts necessary to complete the identification, acquisition, design, improvement, preparation of, and relocation to, the Relocation Sites (individually, a “**Budget Category**” and, collectively, “**Budget Categories**”).

Section 6.02. Increase to Overall Budget and Budget Categories.

In the event that PPS determines that additional funds are necessary to complete the identification, acquisition, design, improvements, and/or preparation of and relocation to the Relocation Sites, including legal fees, PPS shall notify AVT in writing, specifying the additional amount required and the reasons for such increase. AVT shall notify PPS in writing of its approval of additional funds or basis for disagreement that additional funds are necessary. Both Parties agree to act in good faith and cooperate with each other to utilize reasonable efforts so that the transactions contemplated by this Agreement are completed within the Overall Budget to the extent reasonably practicable. Notwithstanding the foregoing, PPS shall have the right to use in PPS's discretion contingency amounts contained in the Overall Budget for any Budget Category.

ARTICLE 7 REIMBURSEMENT AND PAYMENT OF COSTS.

Section 7.01. Reimbursement Obligations.

AVT shall reimburse PPS for any and all reasonable costs, which are Complete Relocation Costs, including but not limited to the costs of Third Parties, defined below (so long as the proposed contracts (including amendments thereto) and expenses are in accordance with the Overall Budget approved by AVT or otherwise in accordance with this Agreement).

Section 7.02. Reimbursement Requests; Fund Transfers; Escrows.

Commencing as of mutual execution of this Agreement, PPS shall submit reimbursement requests to AVT on a calendar-quarter basis, with the first reimbursement request including any

amounts incurred by PPS up to that date. Each quarterly reimbursement request shall be submitted by PPS to AVT for reimbursement of eligible costs incurred by PPS or billed to PPS during the immediately preceding quarter not later than thirty (30) days following the conclusion of each respective quarter. Each reimbursement request item must include invoice backup. AVT shall remit payment for each quarterly reimbursement request to PPS within thirty (30) days of receipt of the request. AVT shall reimburse PPS so that the total Transactions are on an all-in cost-neutral basis for PPS. If the Transactions contemplated by this Agreement are not cost neutral and cost PPS excess funds, AVT shall pay to PPS the difference in costs to make the transactions contemplated by this Agreement cost neutral for PPS. PPS shall use best efforts to ensure that the costs it incurs and for which it seeks reimbursement are reasonable and necessary to meet the objectives of Resolution 6861. Notwithstanding the foregoing, in the event of any item of expense incurred by PPS in accordance with the Overall Budget exceeding \$250,000.00, PPS may require that AVT transfer funds to PPS to pay such costs when due rather than reimbursing PPS for such payments at the end of the quarter. PPS shall provide AVT with not less than thirty (30) days' advance written notice of the requirement for any such fund transfer, together with reasonable supporting documentation. Furthermore, as a condition to PPS entering into contractual obligations for major capital expenditures such as earnest money and purchase price payments under purchase and sale agreements for Relocation Sites, PPS may require that AVT cause to be deposited funds sufficient for satisfaction of such obligations in escrow with a mutually acceptable escrow agent for disbursement to PPS or its obligee when required to satisfy such obligations pursuant to terms of a mutually acceptable escrow agreement.

Section 7.03. Reimbursement and Payment are Not Contingent on Final Relocation.

Reimbursement and payment of costs under this Agreement are not contingent on the ultimate acquisition of any Relocation Sites. For the avoidance of doubt, Complete Relocation Costs will be limited to PPS's actual and reasonable out-of-pocket costs payable to Third Parties (as defined below) pursuant to the approved Overall Budget and Budget Categories and will not include internal staffing (including contracted general counsel services), overhead or other administrative costs of PPS, but will include costs of PPS's outside legal counsel.

Section 7.04. Availability of Funds.

Notwithstanding anything contained in this Agreement, PPS's obligations to contractually bind itself to third parties for the payment of materially significant expenses under this Agreement (as reasonably determined by PPS) are at all times subject to PPS having reasonable assurances as to the sources and availability of funds for AVT's performance of its obligations under this Agreement.

ARTICLE 8 – MISCELLANEOUS PROVISIONS.

Section 8.01. Third Parties.

PPS shall engage all third-party vendors, consultants, and other professionals to assist with assessment, identification, selection, acquisition, and improvement of and relocation to the Relocation Sites along with the disposition of PEC. These third parties may include but are not limited to: brokers, consultants, project managers, title and escrow companies, appraisers,

contractors, space planners, designers, movers, and attorneys (not including contracted general counsel services) (“**Third Parties**”). The Third Parties will not be subject to AVT’s prior approval, but must have demonstrable expertise in the particular scope/area of their engagement.

Section 8.02. Dispute Resolution Related to Cost Reimbursement.

Any disagreement about the reasonableness of any costs for which PPS seeks reimbursement or payment shall be subject to resolution pursuant to Section 8.08.

Section 8.03. Third-Party Work Product.

The Parties shall provide to each other copies of material draft and final versions of reports, consultant deliverables, and terms sheets and binding contracts (i.e., binding letters of intent, purchase agreements with seller of potential Relocation Sites, and due diligence reports), and shall provide to each other copies at predetermined milestones set forth in the Work Plan the site plans, CAD drawings, and cost estimates for identification, selection, acquisition, relocation, consulting, and other services related to the Relocation Sites. If AVT has questions or material concerns, the Parties will work together to consult with Third Parties responsible for the work product to address AVT’s questions and material concerns. PPS shall invite an AVT representative to material meetings (where practical) with third-party consultants focused on design and cost estimating of the improvements of the Relocation Sites, and PPS will also invite AVT to material site tours (excluding Executive Sessions of the Board). The Parties shall have no right to review any confidential or proprietary documents or communications, including, but not limited to, those prepared by each party’s respective attorneys and communications in Executive Sessions of the Board.

Section 8.04. Requests for Approval.

Whenever PPS is required or elects to obtain the approval of AVT for any matter under this Agreement, such approval shall not be unreasonably withheld or conditioned. If AVT shall not have granted or withheld its approval within fifteen (15) business days after PPS’s written request therefor, AVT shall be deemed to have granted such approval; provided, however, that with respect to requests for approval of material contracts valued in excess of \$250,000.00, the foregoing time period shall be twenty-five (25) business days.

Section 8.05. Dispute Resolution.

For any dispute, controversy or claim (excluding indemnification obligations) (each a “**Dispute**”) arising under this Agreement, the Parties shall comply with the following process:

a. Meet and Confer. AVT and PPS shall meet within ten (10) business days of either Parties’ receipt of a Dispute notice from the other to confer and resolve any such Dispute.

b. Mediation. If AVT and PPS are unable to resolve a Dispute during the meet and confer described in Section 8.05(a) above, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator. If AVT and PPS are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. If the

Parties are unable to reach agreement, the mediator shall notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties. The mediation costs, fees and expenses shall be shared equally by the Parties.

c. **Arbitration.**

1. The Parties shall first attempt mediation as specified in Section 8.05(b) above.

2. If AVT and PPS are unable to resolve a Dispute through mediation, the Dispute shall be submitted to binding arbitration before a qualified arbitrator under JAMS's Streamlined Arbitration Rules and Procedures. The place of arbitration shall be Portland, Oregon. The qualified arbitrator shall decide the issues submitted to them in accordance with the language, commercial purposes, intent and restrictions contained in this Agreement and Resolution 6861. Each Party to the arbitration shall cooperate with one another in the production and discovery of reasonably requested documents relevant to the Dispute. The submission and presentation of arguments shall be made to the qualified arbitrator at the earliest practicable date; and the qualified arbitrator shall unilaterally decide the Dispute in a written opinion which shall be conclusive and binding upon them. The qualified arbitrator shall not have the power to add to, subtract from or otherwise modify the provisions of this Agreement. The ruling and award (if any) of the qualified arbitrator shall be final and not subject to judicial review. Judgment on the award of the qualified arbitrator may be entered in any court having jurisdiction over the Parties against which enforcement of the award is being sought, and any Party may institute judicial proceedings to compel arbitration in accordance with the provisions hereof. The non-prevailing Party in an arbitration under this Section shall be responsible to pay the prevailing Party's attorney fees, costs, including costs of the arbitration.

d. Selection of Arbitrator. There will be one arbitrator. If, within twenty (20) days after a Party invokes arbitration hereunder by written notice to the other Party, the Parties have been unable to agree upon a mutually acceptable arbitrator, they will request that the Portland, Oregon office of JAMS appoint an arbitrator from among its panel of arbitrators, and JAMS then will conduct the arbitration.

e. Exceptions. Any Party may seek temporary equitable relief from any court of competent jurisdiction without being required to arbitrate under these procedures, to the extent that any event or circumstance arises such that the Party would be irreparably injured and no adequate remedy at law would exist for such Party; but the merits of the claims between the Parties that give rise to the need for such equitable relief, including any entitlement to permanent equitable relief, will be determined by arbitration in accordance with the provisions of these procedures.

Section 8.06. No Agency, Joint Venture or Partnership.

It is specifically understood and agreed to by and between the Parties that AVT and PPS hereby renounce the existence of any form of agency relationship, joint venture or partnership express or implied between AVT and PPS and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between AVT and PPS.

Section 8.07. Further Assurances.

In connection with this Agreement and the transactions contemplated hereby, the Parties hereby agree to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 8.08. Failure to Agree.

In the event the Parties, despite reasonable good faith efforts, are unable to reach agreement on any item requiring the Parties' agreement prior to closing of the acquisition of the Relocation Sites, such disagreement shall be subject to conference and mediation under Section 8.05(a) and (b). Failing agreement following such processes, then (a) either Party shall be entitled to terminate this Agreement upon written notice other Party, (b) notwithstanding anything contained in this Agreement to the contrary, neither Party shall be deemed to be in default under this Agreement and such failure to agree shall not be subject to arbitration under Section 8.05(c), and (c) upon such termination, AVT shall pay to PPS for all Complete Relocation Costs incurred to date or subsequently payable by PPS under any contractual obligations entered into by PPS prior to such termination in accordance with the terms of this Agreement, and PPS and AVT shall thereafter have no further rights or obligations under this Agreement. The provisions of this Section 8.08 shall survive termination of this Agreement.

Section 8.09. Default and Remedies.

(a) If either Party shall default in any of the terms or provisions of this Agreement, and such Party shall fail to cure any such default within thirty (30) days following written notice thereof given by the non-defaulting Party, then such non-defaulting Party shall have the right to terminate this Agreement and/or pursue any other right or remedy available at law or in equity, including the right to demand and obtain specific performance; provided, however, the non-defaulting Party shall only be entitled to seek recovery of actual damages which directly result from the defaulting Party's breach, each Party hereby waiving and covenanting not to assert any right to seek or obtain any other damages (including, but not limited to, incidental, consequential, or punitive damages, which are expressly and specifically waived and released by each party) resulting from the other Party's breach. Any portion of the Complete Relocation Costs not paid within thirty (30) days after the due date thereof shall accrue interest at the rate of nine percent (9%) per annum from such due date until paid.

(b) Upon any termination of this Agreement, PPS will be entitled to recover from AVT all Complete Relocation Costs that are due and owing as of such termination or subsequently payable by PPS under any contractual obligations entered into by PPS prior to such termination in accordance with the terms of this Agreement.

(c) The provisions of this Section 8.09 shall survive termination of this Agreement.

Section 8.10. Notices.

Unless otherwise provided, any notice under this Agreement shall be given in writing and shall be deemed effectively given upon the earlier of actual receipt or (a) personal delivery to the

Section 8.13. Severability.

Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transactions contemplated hereby be consummated as originally contemplated on an all-in cost-neutral basis to PPS.

Section 8.14. Successors and Assigns.

Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto (or their respective successors and assigns) any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

Section 8.15. Governing Law.

All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Oregon.

Section 8.16. Submission to Jurisdiction.

The Parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the United States District Court for the District of Oregon or in the Multnomah County Circuit Court, so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Oregon; subject to the provisions of Section 7.05. Each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient form.

Section 8.17. Waiver of Jury Trial.

Each party hereto hereby acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 8.18. Attorneys' Fees.

Each Party shall pay the other Party's reasonable legal costs and attorney's fees incurred in successfully enforcing or defending against the other party with respect to any covenants, terms or conditions of this Agreement. The provisions of this Section 8.18 shall survive any termination of this Agreement.

Section 8.19. Other General Provisions.

Time is of the essence with respect to this Agreement. This Agreement is between AVT and PPS. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement. This Agreement has been reviewed and revised by legal counsel for both AVT and PPS, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

Section 8.20. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement signed with electronic signatures and/or delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 8.21. Governance and Additional Terms.

All PPS transactions and contracts remain subject to applicable PPS policies, Board approvals and governing laws.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the date first written above.

Albina Vision Trust, Inc.

By: _____
Name: _____
Title: _____

[Signature Page to Operating Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the date first written above.

School District No. 1J, Multnomah County, Oregon

By: _____
Name: _____
Title: _____

[Signature Page to Operating Agreement]

EXHIBIT A
PEC PARCELS
(Legal Descriptions)

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

Lots 1 and 2, Block 2, and Lots 1 through 18, inclusive, Block 3, DELMER SHAVER'S SECOND ADDITION TO THE CITY OF PORTLAND; Lots 10 through 18, inclusive, Block 18; and Lots 1 through 18, inclusive, Block 19, IRVING'S HARBOR VIEW; and Lots 1 through 9, inclusive, Block 18, ELIZABETH IRVING'S ADDITION TO THE CITY OF EAST PORTLAND, all in the City of Portland, County of Multnomah and State of Oregon, TOGETHER with those portions of vacated North Hancock Street, North Benton Avenue, North Ross Avenue and North Wheeler Place which inured to the above described property by reason of City of Portland Vacation Ordinance No. 142516, recorded October 26, 1976 in Book 1135 page 1212, Multnomah County Records; ALSO a tract of land located in the southwest 1/4 of Section 27, Township 1 North, Range 1 East of the Willamette Meridian, Multnomah County, Oregon, said tract being a portion of North Hancock Street and North Ross Avenue as now vacated by City of Portland Ordinance No. 142516, said tract being more particularly described as follows: Beginning at the intersection of the center line of said North Hancock Street and the center line of said North Ross Avenue; thence South 51°14'00" West along the center line of North Hancock Street, 38.10 feet; thence North 00°06'15" East 60.76 feet to the center line of said North Ross Avenue; thence South 38°43'45" East 47.31 feet to the point of beginning.

EXCEPTING THEREFROM that portion of Lot 1, Block 19, IRVING'S HARBOR VIEW conveyed to the City of Portland for street purposes by deed recorded May 17, 1978 in Book 1263, Page 1743, Deed Records of Multnomah County, Oregon.

PARCEL II:

TRACT A - A tract in Section 27, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows: Beginning at a point on the South line of North Hancock Street, 155 feet West of the West line of North Flint Street; thence West along said South line 95 feet; thence South 100 feet; thence East 95 feet; thence North 100 feet to the point of beginning;

TRACT B - A tract in Section 27, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows: Beginning at a point on the West line of North Flint Street which is 100 feet South of the intersection of said West line with the South line of North Hancock Street; thence West parallel with said South street line 339.26 feet to the Northeasterly line of North Wheeler Avenue; thence Southeasterly along said Northeasterly line 124.22 feet to the Southwest corner of Parcel "C" conveyed to Williamsen & Bleid, Incorporated, by deed recorded February 6, 1956 in Deed Book 1768 page 52; thence East along the South line of said Williamsen & Bleid tract 261.51 feet to the West line of North Flint Street; thence North along said West street line 96.74 feet to the point of beginning;

TRACT C - A tract in Section 27, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows: Beginning at a point on the South line of North Hancock Street 250 feet West of the West line of North Flint Street; thence South 100 feet; thence West 89.26 feet, more or less, to the Northeasterly line of North Wheeler Avenue; thence Northwesterly along said Northeasterly line to the South line of North Hancock Street; thence East to the point of beginning.

PARCEL III:

Lots 1 through 4, inclusive, and Lots 9 through 12, inclusive, all in Block 16, ELIZABETH IRVING'S ADDITION TO THE CITY OF EAST PORTLAND, all in the City of Portland, County of Multnomah and State of Oregon.

EXHIBIT B
RESOLUTION 6861

Resolution No. 6861

Resolution Authorizing PPS to Prepare for the Sale of the Dr. Matthew Prophet Education Center

RECITALS

- A. While our commitment to calling out and eradicating systems of oppression is clear in our words, plans, and values, we also know that cultural and institutional racism continues to produce disparities and negatively impact the lives of our students of color, specifically for Black students. Reflecting on our community's vision for PPS, our core values and educational system shifts, along with the acknowledgement of persistent, racialized predictors for student outcomes, we are called to strategically utilize and invest resources in a targeted and culturally responsive manner to achieve racial equity and social justice. Grounded in the belief that culturally specific organizations are uniquely positioned to partner with PPS to support our racial equity and social justice goals, we continue our commitment to partner with culturally specific and multiracial organizations.
- B. On June 11, 2020, the PPS Board of Education unanimously approved Resolution 6130. In this resolution, the Board declared that the lives of Black students and our Black community matter and committed to working with the Superintendent and the Portland community to create the conditions for every student, especially our Black and Native students who experience the greatest challenges, to realize the vision of the PPS Graduate Portrait. It further commends the Superintendent and the District's leadership for its bold commitment to center the lived experiences of our students and apply a racial equity and social justice lens to all high-leverage decisions.
- C. On May 25, 2021, the PPS Board of Education unanimously approved yet another resolution, Resolution No. 6303. As part of its broader effort to heal historic harms inflicted upon Portland's Black community and begin clearing the way for a nationally precedent-setting, child-centered redevelopment effort in Lower Albina, the Board granted the Albina Vision Trust right of first offer and right of first refusal on the PPS- Dr. Matthew Prophet Education Center (PEC) property.
- D. The Albina Vision Trust (AVT) is a nonprofit organization created to steward the neighborhood's rebirth through the thoughtful transformation of the 94-acres of Lower Albina. It is also the largest and most prominent restorative redevelopment effort in the United States of America. The 10.5-acre PEC site is within this 94-acres of Lower Albina
- E. Albina was once home to 4 out of every 5 Black families in Portland – a thriving, creative, and affordable neighborhood consisting of Black-owned businesses, homes, and faith institutions. It was the cultural capital of Portland with world-class jazz venues, environmental justice initiatives, and education models created for and by Black Portlanders. Decades of disinvestment, urban renewal, and racist public policy decimated the neighborhood.
- F. The Albina Vision is anchored in a comprehensive and long-term commitment to develop a community where honoring the past inspires us to build a better future. In the past 3 years, the organization has broken ground on its inaugural 94-unit affordable housing development in Lower Albina, advanced work on a highway cover project that would reconnect a critical segment of the district bisected by the construction of Interstate 5, begun scoping a waterfront park that would span the distance between the Steel and Broadway Bridges alongside local and regional partners, and earned both the recognition and support of the US Secretary of Transportation for its nation-leading efforts to breathe new life into Black Portlanders' historic home.
- G. If our work as educators teaches us anything, it is that true transformation occurs at the intersection of pedagogy and place. Our children must feel rooted in the built space they are born

into, inspired by the structures that meet their eyes when they orient their gaze skywards, and nourished by the communal embrace of neighborhoods that prioritize the well-being and generational mobility of the most marginalized among us.

- H. For the descendants of Albina, the historic epicenter of Portland's Black community, the realization of that collectively held dream requires an act of reclamation. The Portland Public Schools headquarters site was built on a parcel seized by prior owners via eminent domain — a plot of land upon which once stood dozens of Black and immigrant-owned, working-class homes.
- I. The Portland Public Schools Board of Education acknowledges that the District's real property assets are on the traditional land of the Chinook, Clackamas, Kalapuya, Multnomah, Wasco, Kathlamet, Tualatin, and Molalla tribes. We also know that many other tribes made their homes along the Columbia and Willamette Rivers. We also recognize the robust present-day federally recognized tribes of this area: the Grande Ronde, Siletz and Cowlitz, and the Native American community, representing more than 380 tribes that have made the City of Portland one of the top 25 cities with the largest American Indian/Alaska Native populations*
- J. We also acknowledge that federal, state, and local governments supported the invasion and dispossession of Native People's lands and the institutionalized practices of the removal and displacement of Native people from their lands. Additionally, PPS acknowledges that Portland institutions and citizens participated in redlining and structurally organized policies, zoning, and planning that restricted or prevented Black, Indigenous, and communities of color from land ownership and led to their disproportionate displacement through "urban renewal" or gentrification.*
- K. With the recognition of our role, we know that as current caretakers of this ancestral land, the District recognizes its fiduciary responsibility to preserve and maintain its real property assets in a manner that will serve current students and future generations.
- L. The Portland Public Schools real estate property, Dr. Matthew Prophet Education Center, sits at the center of the lower Albina neighborhood, and is a key to the neighborhood's rebirth towards a youth-centered community.
- M. Institutions—especially Portland Public Schools—have a moment, an opportunity to lead, not with race-neutral plans, but with an anti-racist agenda that amplifies an intergenerational healing process among students, their families, and our community.

RESOLVED

Therefore, be it resolved that the Board of Education:

1. Authorizes and directs the Superintendent or designee to establish a timeline not exceeding 12 months from the date of this Resolution for the identification of a New Headquarters site and a New Warehouse site to acquire on, among other terms, an all-in cost-neutral-to-PPS basis in series of transactions that includes a transaction with AVT for its acquisition of 10.5-acre PEC that meets or exceeds the appraised value of the PEC site, all which, must be approved by the Board.
2. Authorizes and directs the Superintendent or designee to finalize the following guiding documents within 60 days of this Resolution:
 - a. Create and finalize the Minimum Criteria for the New Headquarters site and the New Warehouse sites. The criteria for each shall include, but not be limited to, that the New Headquarters reside within the District boundaries, the minimum usable square footage (including office and public and staff meeting spaces for administration building), the minimum number of parking spaces, other critical considerations and required District

uses in identifying new sites, and for the New Headquarters, proximity to multi-modal transit. The Minimum Criteria shall be used as the basis for identifying potential sites.

- b. Create and finalize a Work Plan in partnership with Albina Vision Trust to guide the tasks, milestones, deliverables, and timeline in order to achieve the objective identified in Paragraph A of this Resolution. The Work Plan tasks and milestones shall be shared with the Board and include but are not limited to the following:
 - i. PPS Facilities and Asset Management staff and/or Senior PPS Leadership will provide regular updates at the Facilities and Operations Committee of the School Board. PPS staff will work in good faith, in collaboration with Albina Vision Trust, to create and implement the Work Plan subject to Board approval and inform the Facilities and Operations Committee about the progress towards the objectives identified in Paragraph A of this Resolution.
 - ii. Utilization of brokerage/project management and space planning consultant(s) to represent PPS on the acquisition and any potential build-out of the New Headquarters and New Warehouse sites.
 - iii. Due diligence requirements for the New Headquarters and New Warehouse sites that are anticipated to include at least: a Property or Capital Needs Assessment, a Phase I Environmental Site Assessment and its additional recommended testing (as applicable), a Zoning Report, and As-Built CAD Surveys.
 - iv. Selection of appropriate professionals, including Architect(s) and General Contractor(s), for the design and build-out of any Tenant Improvements, as applicable.
 - v. Contracting and procurement plan for all consultants.
 - vi. Site Identification Process for the New Headquarters and New Warehouse sites
 - vii. Anticipated milestones include but are not limited to:
 1. Term Sheet between PPS and Albina Vision Trust ,
 2. Purchase and sales agreements/other agreements to transact on the Dr. Matthew Prophet Education Center property , the New Headquarters and the New Warehouse .
 3. Operating agreement between PPS and AVT to further define roles and responsibilities of each party and set forth the terms of approval and reimbursement of PPS costs of complying with this Resolution to be shared with and approved by the Board.
 4. Access agreement with Albina Vision Trust on the Dr. Matthew Prophet Education Service Center in order to conduct early property due diligence.
 5. Comprehensive Term Sheet with the Albina Vision Trust to achieve the objective established in Paragraph A of this resolution.
 6. Appraisal of PEC.
3. Recognizes that the varied central services and work occurring in the Matthew Prophet Education Center headquarters supports students and staff across the District and that a replacement facility or facilities need to effectively serve PPS students, staff and the school community.
4. All PPS transactions and contracts remain subject to applicable PPS policies and governing laws.
5. Stands firmly behind the *Albina Vision*, a community-led reinvention and transformation of the 94-acres of lower Albina, from which thousands of primarily Black residents were forcibly displaced over decades of urban renewal. In this effort, we will stand shoulder to shoulder with the AVT and the Black community, to develop a youth-centered community in lower Albina that creates opportunities for Portland's next generation of Black people to learn, build wealth and reclaim home. This reinvention of the Albina neighborhood would also allow for intentional design for the safety of Black and brown children in the urban environment while at the same time providing the housing and community stability that supports education.

6. Stands strongly in its commitment to authentically listen, learn and partner with our community's Black elders and listen to our Black youth to address the cultural and institutional racism that has existed in our system since its inception. This includes Black-led organizations and community-based organizations accountable to Portland's Black community.
7. Commits to affirming our community's long-held belief to lead with a robust Racial Equity and Social Justice agenda to center the lived experiences of our Black students, families, educators, and staff in our actions, decisions, and words.

*Board Policy 8.70.040

BOARD MEMBER Q & A RE AVT OPERATING AGREEMENT

1. What are the significant components of the agreement?

The significant provisions of the Operating Agreement are:

- Articulating the PPS costs that AVT will reimburse to comply with Resolution 6861, which are:
 - Determination of PEC-replacement criteria;
 - Search for and identification of Relocation Sites;
 - Acquisition and improvement of the chosen Relocation Sites to meet Minimum Requirements and Desired Features associated with the chosen Relocation Sites;
 - Acquisition and/or moving of fixtures, furniture and equipment required for PPS's operations at the Relocation Site (and disposal of or recycling any FFE at PEC that is not moved to the Relocation Sites);
 - PPS move to Relocation Sites, including any temporary Relocation Sites that may be required;
 - Termination/buyout of Multnomah County for lease of PEC space within PEC; and
 - Any other actions required by this Agreement or mutually agreed as necessary to complete the disposition and acquisition of the PEC and Relocation Sites and PPS's improvement of and relocation to the Replacement Sites.
- Reaffirming that the series of transactions will be cost neutral to PPS.
- Addressing the cost of moving and/or replacing furniture, fixtures, and equipment.
- Commitment to work collaboratively and establishing milestones in the execution of Resolution 6861.
- Acknowledging the due diligence required for all of the potential real estate transactions.
- Establishing the process and timeline for AVT's reimbursement of PPS expenses.
- Agreeing to the establishment of a budget once relocation sites are identified.

AVT has already begun reimbursing PPS for expenses incurred in implementing Resolution 6861.

2. Section 2.02 and 2.03: who decides what falls into each of the "minimum requirements" and "desired features" categories? PPS establishes the minimum requirements, and those are approved by the Board. PPS also establishes the desired features.

3. Section 1.01 (7) Does staff expect there will be other costs than those not defined in the "complete relocation costs"? If yes, what are they and what funds will be used to pay them. Staff expects complete relocation costs based on minimum requirements to be exhaustive.

4, Section 1.03 in the "all in cost neutral" section it states that PPS shall incur no material out-of-pocket costs. Has PPS tracked staff hours spent to date on this project? No. It is often stated that staff is at capacity: to complete the transaction what is the total labor/staff hours component expected? It will be a significant number of hours expected, but that has not and, at this stage, cannot be reasonably quantified. Or, will PPS hire a project lead/team who will

manage most of the PPS work and it will be billed as part of the "all in costs"? **Contracted vs. internal staffing has not been determined for all stages of the project. PPS is currently using some contracted resources and, in coordination with AVT, will continue to do so as needed and expects those costs to be billed to complete relocation costs.**

5. Section 2.05. Does furnishing and fixtures and features include items like the covered truck bays, cold storage, the paint room, all the mechanical and operational equipment that is embedded in PEC and used in daily operations? **FF&E is defined as items that are needed in everyday operations (desks, copiers etc.) but are not permanently affixed to the structure. Some mechanical equipment could be FF&E and some could be permanently affixed depending on the specific equipment.**

6. Section 4.02 What is the contemplated due diligence or testing that is contemplated? **PPS expects to conduct usual and customary due diligence on any commercial property transaction, including these. That includes, but is not limited to title review, environmental testing as required, assessment, zoning, surveys, system assessment, space planning, etc. Due diligence will be more specifically defined by any property identified as a potentially feasible relocation site.**

7. Section 5.02. How much has PPS paid outside counsel to date from the start of this project, which would include the Concordia due diligence and work. **\$45,318 has been paid to outside counsel for this project to date. (Concordia property was not part of any work with AVT pursuant to Resolution 6861 or otherwise and predates the current work by several years.)** Will contracted senior counsel hours be aggregated for this project? **No.** Will general funds be used to pay for that? **Yes.**

8. Section 6.02 Under any circumstances, would the superintendent or staff use 2020 or 2025 bond funds or bond-related funds (e.g., premium or interest) to pay for any of the PPS expenses that aren't paid for by AVT. **That is not how the project is contemplated or structured.**

9. Section 7.02, given a project of this size and that the sum of multiple expenses under \$250,000 that may be reimbursed after PPS pays the bill, will AVT pay PPS interest for the time between PPS payments and reimbursement. **No.**

10. Section 8.05 Dispute resolution: will the board be notified if mediation or arbitration is needed or required? **Yes.** Given the mediation costs are shared equally between the parties, what funds would PPS use for its portion? General fund? **Likely general fund (mediator costs are likely less than \$10,000).** In arbitration the non-prevailing party pays the prevailing parties attorney fees and costs. What funds would PPS use if it did not prevail in arbitration? **General Fund.** Is there any cap on that amount? **No.**

11. Are parking, or a central location, part of the "minimum requirements"? **Yes, minimum requirements will include attributes related to location, transportation, and parking.**

RESOLUTION No. 7029

Resolution to Adopt Student Use of Personal Electronic Devices in Schools x.xx.xxx-P

RECITALS

- A. On April 29, May 20, June 10, June 25, July 31, August 28, October 7, October 21, November 13, and December 2, 2024, the Board Policy Committee discussed and considered the Student Use of Personal Electronic Devices in Schools x.xx.xxx-P policy.
- B. On December 6, 2024, the Board presented the first reading of the Student Use of Personal Electronic Devices in Schools Policy.
- C. Pursuant to District policy, the public comment was open for at least 21 days, and there was public comment received during the comment period.

RESOLUTION

The Board hereby adopts the Student Use of Personal Electronic Devices in Schools x.xx.xxx-P and instructs the Superintendent to implement administrative directives to conform to this adopted policy.

Amendment Proposal - Wang
(REVISED) DRAFT FOR FIRST READING–DECEMBER 3, 2024

Student Use of Personal Electronic Devices in Schools X-XX-XXX-P

We are committed to supporting student mental health and wellbeing and to creating environments where students feel safe, welcome, and excited to learn. Peer and student-to-teacher interactions are fundamental to learning, and we must create the conditions that allow students to be engaged, focused, and challenged so they can reach their full potential. We are committed to understanding quality research on the use and impact of Personal Electronic Devices on the educational environment and adopting best practices as they evolve.

1. Definitions

“Personal Electronic Device” is a device that is capable of electronically communicating, sending, receiving, storing, recording, reproducing and/or displaying information, depictions, and/or data.

2. General Guidelines

- a. Personal Electronic Devices must be “off and away” throughout the school day so that the device cannot disrupt students or the learning environment unless otherwise permitted under this policy or the related Administrative Directive.
- b. **Additional Restrictions May Be Adopted by a School:** Nothing in this policy prevents a building administrator from adopting additional restrictions on the use of Personal Electronic Devices during school hours.
- c. **Discipline:** Students who do not comply with this policy or the Personal Electronic Device requirements of their school may be subject to discipline as outlined in the District’s Student Rights and Responsibility Handbook [<https://www.pps.net/Page/13621>], including having their Personal Electronic Devices confiscated.
- d. **Exceptions:** Categories of exceptions to this policy, shall include, but not be limited to:
 - complying with a student’s Individual Education Plan (IEP), 504 Plan, or other requirement to access the educational programming or communication at school;
 - supporting specific academic activities as determined by a building administrator;
 - application of the policy in the District’s alternative educational programs;
 - and others as defined by the Superintendent.
- e. **No Bullying or Harassment:**
 - Students may not take videos or photos during school activities or

otherwise use their Personal Electronic Devices to harass or bully another individual or otherwise violate PPS's Student Anti-harassment and Teen Dating Violence Policy
<https://www.pps.net/cms/lib/OR01913224/Centricity/Domain/4814/4.30.060-P.pdf>, PPS's student handbook, or other policy.

- f. **Equitable Support for Schools:** To the extent the District provides financial resources to schools to implement this policy, it shall do so equitably.
- g. **Individual Exceptions and Appeals:** The Superintendent shall establish a process and timeline for responding to a student's request to use a Personal Electronic Device otherwise not permitted by this policy or a school practice and any appeal of that response.

Portland Public School District 1st Reading

DATE OF FIRST READING: December 03, 2024

PUBLIC COMMENT FOR

New Policy x.xx.xxx-P:

Student Use of Personal Electronic Devices in Schools

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

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

**Open for Comment until at least:
December 24, 2024**

Summary: **New Policy - Student Use of Personal Electronic Devices in Schools x.xx.xxx-P**

1st Reading by: **Director Julia Brim-Edwards**

Portland Public School Board, Policy Committee Chair

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

Draft Policy Web Site: <http://www.pps.net/draftpolicies>

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

Draft Policy Comment Form: <https://forms.gle/VqYbmVA36cqADj6n6>

Included in Packet**Page**

Staff Report

03

Draft Policy

05



PORTLAND PUBLIC SCHOOLS

Office of Chief of Schools

501 North Dixon Street / Portland, OR 97227

Telephone: (503) 916-2000

Mailing Address: P. O. Box 3107 / 97208-3107

STAFF REPORT

Date: November 15, 2024

To: PPS Board of Education

From: Dr. Jon Franco, Chief of Schools

CC: Superintendent Kimberlee Armstrong

Subject: Student Use of Personal Electronic Devices in Schools

BACKGROUND

Discussion of creating a cell phone policy began in the Board Policy Committee in its April 29, 2024, committee meeting. In subsequent committee meetings, the committee reviewed literature on the impact of school cell phone policies and example policies from different school districts. Input from the community led to this proposed draft for First Reading.

During the Committee's discussions, questions were raised about the disciplinary implications of the policy, as well as the need for curriculum and other supports addressing the impacts of cell phone use on students. Staff presented information on the discipline matrix found in the Student Rights and Responsibilities Handbook outlining the continuum of progressive discipline for different violations of cell phone use such as Minor/Major Insubordination, Minor/Major Technology Violation, and Cyberbullying. Additionally, the staff is developing district-wide cellphone guidance for schools to provide consistent responses to cell phone violations. The guidance will be finalized upon passage of the District cell phone policy. The guidance can be found [here](#).

With respect to curriculum, currently buildings are teaching lessons that address digital citizenship and are designed to prevent cyber bullying. These lessons are delivered collaboratively between OSSS (core counseling curriculum, TSEL), and OTL (Health curriculum) across grades K-12. Principals are expected to meet quarterly with their counseling team to review their building's comprehensive school counseling program, including scheduling for lesson delivery.

RELATED POLICIES/BEST PRACTICES

8.60.040-P Responsible Technology Use

8.60.045-AD Social Media Use and Expectations for Students

FISCAL IMPACT

There may be a fiscal impact as schools determine how to implement this policy across the District. Cost comparisons for cell phone storage equipment options vary from \$8,000 to \$750,000 dollars, and further exploration is needed to determine options for implementation of the policy.

COMMUNITY ENGAGEMENT (IF APPLICABLE)

The Policy Committee heard from students, families, and the community during its public comment period. Administrators and Senior Directors also provided testimony before the committee on the various ways schools have developed cell phone policies at individual schools. Additionally, with the assistance of the Board Student Representative and the District's Office of Research, Assessment and Accountability, a survey was sent out to PPS students for input on aspects of the cell phone policy under discussion.

TIMELINE FOR IMPLEMENTATION / EVALUATION

Many schools already have cell phone rules currently. Once the District cell phone policy is in place, communications will go out to all schools, and Staff will update the Student Rights and Responsibilities Handbook to align practice with the new policy. Additionally, staff is developing guidance for cell phone use which will be disseminated across the District.

STAFF RECOMMENDATION

Staff recommends that the policy be approved by the Board.

ATTACHMENTS

- A. Proposed Student Use of Personal Electronic Devices in Schools X.XX.XXX-P

Student Use of Personal Electronic Devices in Schools X-XX-XXX-P

We are committed to supporting student mental health and wellbeing and to creating environments where students feel safe, welcome, and excited to learn. Peer and student-to-teacher interactions are fundamental to learning, and we must create the conditions that allow students to be engaged, focused, and challenged so they can reach their full potential. We are committed to understanding quality research on the use and impact of Personal Electronic Devices on the educational environment and adopting best practices as they evolve.

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- a. Personal Electronic Devices must be “off and away” throughout the school day so that the device cannot disrupt students or the learning environment unless otherwise permitted under this policy or the related Administrative Directive.
- b. **Additional Restrictions May Be Adopted by a School:** Nothing in this policy prevents a building administrator from adopting additional restrictions on the use of Personal Electronic Devices during school hours.
- c. **Discipline:** Students who do not comply with this policy or the Personal Electronic Device requirements of their school may be subject to discipline as outlined in the District’s Student Rights and Responsibility Handbook [<https://www.pps.net/Page/13621>], including having their Personal Electronic Devices confiscated.
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otherwise use their Personal Electronic Devices to harass or bully another individual or otherwise violate PPS's Student Anti-harassment and Teen Dating Violence Policy
<https://www.pps.net/cms/lib/OR01913224/Centricity/Domain/4814/4.30.060-P.pdf>, PPS's student handbook, or other policy.

- f. **Equitable Support for Schools:** To the extent the District provides financial resources to schools to implement this policy, it shall do so equitably.
- g. **Individual Exceptions and Appeals:** The Superintendent shall establish a process and timeline for responding to a student's request to use a Personal Electronic Device otherwise not permitted by this policy or a school practice and any appeal of that response.

Public Comment on Draft Policies *-Permission to Post (Redacted by permission)*

Please provide your comments on policies currently proposed for revisions or rescissions, or new policies. Policies are open for public comment for a minimum of 21 days between the First Reading and the Second Reading, when a adopt the policy.

Policy you are providing comment on *

New: Student Use of Personal Electronic Devices in Schools x.xx.xxx-P ▼

Do you provide permission to post your comments on the PPS website? *

- Yes, with name
- Yes, without name
- No. Share only with Board and District staff

Name *

[Redacted Name]

Email *

[Redacted Email]

Your School Community *

McDaniel Highschool

Please provide your comments below *

I do not want my kids' phones taken away or locked up during the day. I am against any policy that doesn't allow them access to their phones at certain times during the day. While I agree that there should be some school policy, it should be up to each individual teacher how their classroom is run. Phones are not going away. The amount of money required for Yondr pouches alone should be a big NO especially considering the budget cuts that are coming this year. Policing these policies will also create a huge headache and will be borderline totalitarian. Body and bag searches for a phone? Detention for carrying a phone on their person? Where does it end? From what I have seen and heard, teachers and students are getting better at self managing phone usage, especially from 3 years ago after Covid. Total bans and bag searches are NOT the answer.

This form was created inside of Portland Public Schools.

Google Forms

Comment on a Policy in the Public Comment Period - December 8-10, 2024

| Timestamp | permission to post comments | Name | Email | School Community | Please provide your comments below |
|--------------------|-----------------------------|---------------|------------|--------------------|--|
| 12/8/2024 12:28:05 | Yes, with name | Ryan Curren | [REDACTED] | Winterhaven School | I'm writing in support of the Board's resolution "Student Use of Personal Electronic Devices in Schools". However, please consider amending the resolution to 1) encourage schools to use the Yondr pouches and 2) signal the District's intent to seek funding to support principals to purchase the Yondr pouches. The policy needs an institutional enforcement plan rather than putting the burden on individual teachers to enforce it. Making teachers constantly have to be the bad guy erodes the relationship with the students and adds stress to the teacher's life which ultimately degrades the educational environment. |
| 12/9/2024 10:21:14 | Yes, with name | JT Homberg | [REDACTED] | Benson | I think banning cell phone throughout the day is the way to go. It will help the students greatly and also help protect students who are victims of bullying. Not having cell phones during a 30 min lunch avoids all kind of logistical nightmares and make enforcement of the plan easier. As long as the schools have a way to enforce it, I think it is a good policy and the benefits will be apparent quickly. |
| 12/9/2024 17:45:46 | Yes, with name | Andrew Waxman | [REDACTED] | Ida B Wells | Schools need to take into account the fact that there are students who are legal adults as well as students who are old enough to enlist in the US military. Restricting high schoolers from using their devices during lunch in the hopes the new social relationships will bloom is sheer fantasy. There have always been students who sit by themselves or have their head in a book/magazine/graphic novel. I would argue that if the students aren't allowed to use their devices during lunch for whatever reason, then the teachers should not be allowed to use their phones either. As for compliance devices such as yonder pouches and school wide searches, schools need stop wasting time and money. Every act of noncompliance by students simply delegitimizes the school administration's authority and credibility in the eyes of students and public. Phone caddies or off and away in the classroom is enough. |
| 12/10/2024 8:27:06 | Yes, with name | Sam Waxman | [REDACTED] | Ida B. Wells HS | Before I begin, I will state that I agree with the expectation that students keep their phones away during class time, and the following comments are just regarding lunch time for high schoolers. The new proposed phone policy does not benefit students or teachers, rather it is the equivalent of painting over rust and declaring the rust gone. As an 18 year old student, I could legally drop out and join the US Army, but if I decide to use my phone at lunch, I will now face strict disciplinary consequences? It seems like PPS is more focused on saying they have an answer than actually solving problems. In an article by Willamette Week, students at Grant High School estimated that phone policy compliance was only around 50%. In a district already as stretched thin as PPS is, spending \$60,000 on an initiative is just poor management. Additionally, PPS is ignoring the obvious social root of its problems. There have always been students that choose not to pass time with other students, with or without phones in schools. If the negative student response is a sign that "we're all addicted to our phones", PPS should put their money where their mouth is and make teachers and administrators put their phones away too. |

Comment on a Policy in the Public Comment Period - December 8-10, 2024

| Timestamp | permission to post comments | Name | Email | School Community | Please provide your comments below |
|--------------------|-----------------------------|------------|------------|------------------|---|
| 12/9/2024 11:26:09 | Yes, without name | [REDACTED] | [REDACTED] | Benson Cluster. | <p>SO...we are trying the "Honor" system this year and doing our best to enforce the no cell phones in class policy. It has been moderately successful however, it is still a lot of work and behavioral management put back on the teachers. As a result it is hard to be consistent and manage that constant current of behaviors with the children. The issue here is that if we do not have near total buy-in with the staff, parents and kids, then it falls apart.</p> <p>It is also draining and causes staff burnout, conflicts and interruptions, even in the best of circumstances and consistency. One other issue is safety and group gatherings due to the children's unique ability to instantly communicate and "meet up" in the halls and nooks and crannies of the school building when they should be in class and safe.</p> <p>Lastly, although the cell phone can be a great tool, it does take away from social interaction and learning about peer interactions. We have a whole generation of kids that "Check out" too much and are in essence "Addicted" to the instant and omnipresence of the internet. These are my observations from 2007 until now, I hope my wisdom helps us all make the right decisions.</p> |

| Timestamp | permission to post comments | Name | Email | School Community | Please provide your comments below |
|--------------------|-----------------------------|----------------------|-----------------------|------------------|---|
| 12/9/2024 14:04:13 | Yes, without name | Damien Miles-Paulson | dmilespaulson@pps.net | Benson | <p>Hello, my name is Damien Miles-Paulson. I've been an educator in the PPS community since 2018, first as a teaching artist with Writers in the Schools and now as a teacher at Benson High School. I've taught at almost every high school in Portland: Benson, Lincoln, Ida B. Wells, McDaniel, Franklin, Grant, Roosevelt, and Cleveland. When I first started, phones were rarely a problem in classes, either because they were less common or because students understood that they needed to be away during class time. Back then, students being distracted on their computers was more of an issue. When we came back to in-person instruction in 2021, the classroom looked, and continues to look, very different. At first, students disappearing into phones was the rule rather than the exception. Looking out at my first class after the pandemic, a classroom of checked out, tired, and socially isolated students who struggled to maintain focus for more than a few moments, was a dystopian experience, one that almost caused me to quit teaching. All the teachers and adults I talked to seemed to struggle with what to do, many of them wondered if anything could be done, or if doing something, if taking the phones away was tantamount to a violence against these pandemic kids. Rather than quit, I stuck through it, and while things improved, the phones remained a constant issue. Many things were tried or not tried. Parents, teachers, and students all admitted there was a problem but all the solutions seemed to lead to the same outcome: constant distraction, an inability to focus that can seem almost painful to students, kids skipping or taking long bathroom breaks to use their phones in the halls during class-all the greatest hits. When phones, and even computers, so I'll just say "screens" are present in a class, students and teachers suffer. In the last year, as schools have cracked down, I've seen improvement, but the only learning environments that I've been in where the problem seems to have been solved are places like Grant, and to a lesser degree, Lincoln, where strict policy has been put in place, one that has largely fallen to admin to enforce so that teachers can focus on building healthy, engaged classes. I think PPS should implement a no phones policy similar to the one at Grant. In my conversations with teachers at Grant I have heard about what a transformational thing it has been for both teachers and students to be free of cell phones. Yes, of course, there are ways to get around the policy, to find cracks, but it seems that overall, the introduction of a no cell phone policy has filled the halls and classrooms with the right kind of vitality and a kind of social and intellectual connection that can only be had when we engage with other humans directly, free of our screens. If such a policy was implemented where I teach at Benson, it would immediately benefit my students and me as a teacher. There would be a messy, fitful transition, no doubt, but those difficulties would be worth it.</p> |

Comment on a Policy in the Public Comment Period - December 8-10, 2024

| Timestamp | Do you provide permission to post your comments on the PPS website? | Name | Your School Community | Please provide your comments below |
|---------------------|---|----------------|-----------------------|---|
| 12/13/24 9:43 am | Yes, with name | Kerry Zambrano | Benson Tech | <p>I support the Cell Phone Policy as written in the Wang Amendment, specifically no cell phone use all day long, including lunch. Cell phone availability during school hours, whether that is passing time and/or lunch, makes enforcing the policy during class time difficult. Students have access to their phones in their pockets or backpacks, and this makes them more easily accessible, and does not promote the 'off and away for the day' attitude. Teachers, like myself, spend excessive time focused on enforcing this INSTEAD of teaching. Students are losing instructional time and focus because of the difficulty of enforcement and the proximity of their phones. Studies have shown that 'off and away for the day' is the model that brings about increased focus and test scores.</p> <p>Parents have other ways to contact their students, specifically through the main office and email. Parents can also track their student using phone location apps, if they are concerned about their student's location. I would welcome any parent to call and confirm that their student is in class or not.</p> |

Comment on a Policy in the Public Comment Period - December 8-10, 2024

| Timestamp | Do you provide permission to post your comments on the PPS website? | Name | Email | Your School Community | Please provide your comments below |
|------------|---|----------------|-------|--|---|
| 12/15/2024 | Yes, with name | Luke Hotchkiss | | Benson Polytechnic HS & Peninsula Elementary | <p>I understand that the intended unstated enforcement mechanism of the cell phone policy is to be lock boxes in each classroom. When three board members visited my shop at Benson and viewed my cell phone lockbox that I have mounted on the wall, I specifically said that I do not recommend this as the enforcement mechanism district wide. Let me elaborate as to why.</p> <p>If this is the common experience that students have everywhere they will defeat this system either by taking each others phones or by lying about how someone took their phone, in order to get the school district to purchase them a new phone. I don't think this is the road you want to go down, because the expense and the drama of that will far exceed that of the Yondr pouches quickly. The wall mounted boxes can work in limited situations such as mine, but it is not a systemwide solution. They are easily broken into, the first student that I had to put their phone in the lock box pried the box open to extract his phone. It takes a specific kind of teacher and classroom culture for it to work, it is not something that can be mandated and succeed.</p> |

Hi, this is Andy Tu. And this is my written public comment for the phone policy. A lot of what I've written here on this google doc was already said by me at the last public comment regarding the phones, back in December 2nd. So I've just highlighted which paragraphs, or parts of each paragraph that are new and additional supporting details and emphasis. I hope you enjoy what's written here. And have a great night.

Phone Restrictions

The new phone restrictions with the magnetic-lock pouches for inside the school buildings, and / or the off and away plan that includes lunch have been very shocking to many students. Not only is this a poorly conceived plan, It could also be very dangerous. In case of an emergency, or post, we would need to contact families to let them know whether or not we are okay. Parents could be worried about their inability to contact their child to check and make sure they're okay. And if they're not, they should be. We should also be able to contact emergency services in case classroom phones or other phones in the buildings are out of service. Having these have made students feel unsafe.

We are not the only school district that believes in this. The Boulder Valley High School District from Denver Colorado, are having the same upcoming phone policies to their schools as well. And according to FOX31, a news station from all the way in Denver Colorado, students there, in that district are having opinions THE SAME AS OURS about it!!, also saying that we should have our phones to contact for emergencies. Phones again are more likely able for us to literally just call for help at those times, instead of giving ourselves away to criminals, somehow. And since parents are the ones that are most wanting us to care about school and do well, they would already know not to call their child in the middle of the school day. And if that's the case, all students should already be expecting little to no unexpected calls and interruptions. Are phones should mostly be quiet during the school day anyway.

We would still need our devices for educational purposes, like researching and scanning QR codes. There's also students that want to listen to music to help them focus. Some students really need that, especially if they have ADHD like my friend [REDACTED]. (Again, the same person

that supported me in a rant video). We can't ignore students who need those types of accommodations. **If you're going to ask next "We'll why can't we just use the school chromebooks? Like, that's a piece of technology we can use. Right?" Well many students are having problems with the barrier known as SafeSearch. That system limits things we can do on them, as well as blocks multiple other educational sites, which makes it a huge flaw BEYOND just blocking students from needing to listen to specific types of music.**

For some reason, most of the parents are agreeing to this. The administrators will just side with the parents, which is biased. Students and other schools, like Grant and Benson, are also saying yes with the phone ban. But me and my friends at McDaniel are the school that sees the bigger picture. Yes, I saw the video on the KATU2 NEWS YouTube channel. And I hope you saw it as well. I'm also not afraid to call out Portland Oregon's other news station "Fox 12 Oregon / Good Day Oregon," who with such a large number of viewers at home, should not make their opinion sound like a popular opinion, or an exact fact.

I'm aware that there has been a problem with some students being too distracted on their phones during instructional time, and also the fact that students look like they're less connected with their peers and teachers when there's not. Me, and a couple other people have some understanding that the district wants us to focus on school more. However, it actually still doesn't forbid students from still being able to have it during lunch and / or break, especially break inside the classroom. Students already, or should be connecting during class and group discussions, and of course group projects. Implementing a phone ban district wide is very excessive, and punishes all students, for just that small fraction of all PPS students that are irresponsible with the phones that deserved to get penalized. In McDaniel, most students are responsible enough to put their phones in their own bags. However, if there are some students who are both creative and rebellious enough, one of the workarounds they could think of is bringing a fake phone into the pouches.

In my opinion, It still should be clear that we should still be sticking to the old fashioned. The teachers can put the phones of the irresponsible students in a box that is not too secure so that we can still take them out quickly during an urgent situation, instead of even thinking of spending part of the school budget on these magnetic pouches. Students who refuse to comply,

just get penalized, and meets with the dean and / or principals. I get that those bags are still ununlockable. But the technology like that can malfunction. So then what happens?

Also, blaming the phones for cyberbullying, as well as threat messages, is also low. We should talk to children about when and how to use the phones, as well as the media we consume from it. Just because we are restricting phone activity of phones inside the school buildings, doesn't mean it prevents the same drama you believe (which is that it's just caused only by phones and that it's the only source to blame by the way) is going to happen, when students are outside of the school campus. And of course, once school's out, it's clear that it's out of PPS jurisdiction. So the school wouldn't be saving anyone anyway. THAT'S how you accept reality, not blaming the existence of the phones. I've been in a social skills class for the past 3 years back in McDaniel. And I'm still in that class this year as well, so that makes all my years of high school. While my teachers there are also saying yes with the phone policy, I've still started most of that class with a conversation about issues with PPS, and also trying to convince them that managing the phone usage should be a social skills lesson instead.

You just said we are facing budget cuts. And yet, the pouches are what we are going to do with the budget we do have. Yeah, part of the \$40 million budget is spent on thousands of those pouches. The money was not used wisely, because it seems PPS is more interested in spending it on surveilling the students, instead of what it should go to, Such as going back to better teaching tools and equipment, ways to improve the classroom environment, and bringing back teachers and non-teaching that have been affected by the budget cuts.

I was the public comment on the 12th of December, 2024, speaking out exactly everything I've said here about the phones. Days later, the board then made some announcements. The first is that the all-day phone ban will not include lunch, which then switches to having the ban during lunch after all, with no exceptions. Students are wondering, and asking how and why with the sudden change. Additionally, it seems like the board members are the only ones that get a vote on whether the decision is finalized or not, which proves my point that all the student feedback means nothing to them. Yep, instead of us getting a say, we are just out of the way. All of this obviously had made the situation worse than it's ever been. It will restrict, again the parent-student communication, and just makes communication between students much more difficult.

And like I said again, putting more time-bans on the cell phones continues to make students feel more and more unsafe. I just want to ask what's really the point and benefit of this, and the sudden change of mind, as well as why do they think their perspectives are the only ones that matter.

Comment on a Policy in the Public Comment Period - January 4-7, 2024

| Time stamp | Policy | Permission to Post? | Name | Email | Your School Community | Please provide your comments below |
|------------|--|---------------------|---------------|-------|-----------------------|---|
| 1/6/25 | New: Student Use of Personal Electronic Devices in Schools x.xx.xxx-P | Yes, without name | | | Benson and Grant | As a PPS parent and a science teacher in a PPS high school I have seen a decrease in students' ability to ask questions and wonder about things. I believe this phenomenon is directly associated with the use of cell phones that provide the answers to any questions 24 hours a day, 7 days a week. Students have become accustomed to turning to the internet for information rather than observing phenomenon and testing hypothesis. These skills are a required part of the science curriculum that PPS students are expected to engage with. Phone use has affected the willingness of students to 'do science'. Another part of 'doing science' is communicating with classmates by sharing and listening to ideas. When phones are not in the classroom I have seen students become more willing to be engaged in conversation with one another. |
| 1/7/25 | New: Student Use of Personal Electronic Devices in Schools x.xx.xxx-P | Yes, with name | Eleanor Isles | | Grant High School | <p>I strongly oppose the implementation of Yondr pouches in our schools. While reducing distractions is important, forcibly removing students' access to their phones is not the solution. Smartphones are essential tools for modern learning, safety, and communication.</p> <p>For many students, phones serve as learning aids, allowing us to access online resources, manage schedules, and collaborate with peers. They also provide a critical sense of security, ensuring we can contact family or seek help in emergencies. Restricting this access disregards the realities of our digital age and fosters resentment rather than engagement.</p> <p>Rather than forcing compliance through restrictive measures, we should focus on fostering mutual trust and responsible phone use through education and clear expectations. Let's address the root causes of distraction without alienating students or creating unnecessary tension.</p> <p>I urge you to reconsider this policy and collaborate with students to find solutions that respect our needs while achieving your goals.</p> |



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STAFF MEMO

Date: January 2, 2025 (updated January 9, 2025)
To: Board of Education
From: Dan Jung, Chief Operating Officer
Subject: General Obligation Bond Election Planning

Staff provides the following general obligation bond (GO bond) option for review and consideration. The proposed GO bond is expected to maintain a tax rate of \$2.50, which is the same rate that was estimated in 2017 and 2020.

| 2025 Bond Option | |
|--|------------------------|
| Physical Facility Improvements | \$269,000,000 |
| Deferred Maint & Priority Scope | \$190,000,000 |
| Athletics | \$79,000,000 |
| Educational & Technology Improvements | \$242,000,000 |
| Technology | \$176,000,000 |
| Physical Education | \$10,000,000 |
| Curriculum | \$56,000,000 |
| Modernizations | \$1,150,000,000 |
| Jefferson High School | INCL ABOVE |
| Cleveland High School | INCL ABOVE |
| Ida B Wells High School | INCL ABOVE |
| Elementary and Middle Schools | INCL ABOVE |
| Admin | \$83,050,000 |
| Contingency | \$83,050,000 |
| Total | \$1,827,100,000 |

Scope of Work

Physical Facility Improvements - \$269M

Deferred Maintenance and Priority Scope Improvements - \$190M

The proposed option allocates funds to address deferred maintenance, ongoing capital renewal and priority scope improvements.

Athletic Improvements - \$79M

Included in the Physical Facility Improvements budget is \$79M for athletics. The proposed option includes \$79M to complete specific improvements including:

- West Sylvan Middle School (turf and lights) to support Lincoln High School athletics
- Roosevelt High School (turf for baseball, softball and hitting facility)
- Grant High School (lights at track and new seating)
- Franklin High School (turf and lights for baseball, softball and hitting facility)
- Jackson Middle School to support district wide athletics
- Marshall campus to support district wide athletic

Educational & Technology Improvements - \$288M

Technology Improvements - \$176M

This budget has been created from an eight-year bond timeline and includes 2 four-year cycles.

| Project | Years 1-4 Amount | Years 5-8 Amount | Total |
|---|-------------------------|-------------------------|----------------------|
| Business Modernization/ERP | \$38 million | \$0 | \$38 million |
| Staff & Student Device Refresh | \$35 million | \$35 million | \$70 million |
| Data Center/Classroom Tech/Infrastructure | \$25.5 million | \$25 million | \$50.5 million |
| Cybersecurity | \$3.5 million | \$4 million | \$7.5 million |
| HVAC and Energy Sustainability | \$10 million | \$0 | \$10 million |
| Total | \$112 million | \$64 million | \$176 million |

- The Business Modernization/ERP system serves as the fundamental backbone supporting the HR and all financial systems within the district. During Bond 2020, the ERP was designated for planning stages; however, the 2020 bond funds were not designated to cover the complete implementation costs. This request encompasses the necessary funding for the acquisition, implementation, and staffing of the system project, as well as the transition of the district from the previous ERP (PeopleSoft) system.
- Staff and student device refresh: Presently, General Funds are inadequate to address district-wide device replacement for students and staff since their initial deployment in 2020-2021. It is imperative that staff and students have access to reliable and secure technology for classroom usage and homework assignments. While we strive to extend the lifecycle of devices to 5 years, this is becoming increasingly more difficult to accomplish due the rate of change of technology and the additional usage placed on devices by staff and students.
- K-12 cyber attacks persist as a significant concern for school districts nationwide. The need remains to continuously update existing systems and adopt innovative practices to prevent cyber security attacks from disrupting our educational processes, data, and systems.
- The PPS Data Center, being the focal point of all technical operations across the district, is projected to reach its end of life in 2025. It necessitates the replacement of the chiller, UPS, and other essential infrastructure components to ensure the continuity of technical operations.
- Bond 2020 did not include provisions for the replacement of classroom technology or

infrastructure in any of the schools improved with funds from Bonds 2012 or 2017. The technology in Bond 2012 schools is now outdated and requires replacement to comply with the District's technology standards. While Bond 2017 schools have relatively newer technology compared to Bond 2012, the Wifi system will approach its end of life between 2025-2027, necessitating additional funds for its replacement. Additionally, large space areas (gymnasiums, theaters, etc.) were not within the scope of the 2020 Classroom Modernization project. This bond will provide specific projection and sound capabilities tailored to these larger spaces.

- HVAC and Energy Sustainability: Across the district, the majority of our network distribution closets lack adequate cooling to maintain efficient and sustainable operations. Most dedicated network rooms do not have any form of access control. This bond will enable us to implement both temperature control and the necessary access control measures to secure these critical and sensitive locations.

Physical Education - \$10M

Per the Division 22 PE Requirements from the Oregon Department of Education, PPS must come into full compliance with the instructional minutes requirements for Physical Education by the fall of 2025. The executive Summary from August 2024 outlines significant progress made toward this end by adding “movement labs” in both middle schools and K-8 schools. In order to come into full compliance, we need to identify additional spaces to hold PE at the 6 remaining schools which include: Cesar Chavez, da Vinci, George, Ockley Green, Metropolitan Learning Center, and Winterhaven. These schools all have unique space needs requiring significant resources to both initiate and complete the projects.

Curriculum - \$56M

The proposed project scope is \$7M each year through 2030-31, totalling \$56M. This Bond Curriculum Update¹, outlines revised curriculum schedule, further considerations and next steps. It's important to note, bond funds are not intended to be the sole source supporting curriculum adoptions moving forward, and this approach provides foundation support.

Modernizations - \$1.150B

High school modernization projects Jefferson HS, Ida B Wells HS, and Cleveland HS include GO bond funding from the 2020 GO bond authorization. The planned scope of these projects include full renovation and/or new construction of the school facilities, including off site improvements for Cleveland High School athletics for softball, baseball and multi-purpose uses. The project teams have been tasked with creating updated, high-level designs that aim to reduce overall project budgets. The teams will work closely with stakeholders to develop revised scenarios and generate third-party professional construction cost estimates. Once the updated designs are finalized, they will be presented to the School Facility Improvement Oversight Committee. Following this, the teams will prepare updated Comprehensive Plans for each project, detailing the scope, schedule, and updated project costs.

By reimagining these projects with a focus on essential academic programming, PPS could save as much as \$470 million. The funds saved from the high school modernization projects will be reinvested into infrastructure investments at elementary and middle schools.

Administration - \$83M

Program administration includes the resources required to manage and support the bond work, covering staff, bond issuance costs, insurance, and other related expenses.

Contingency - \$83M

Program contingency is a risk management tool used to buffer against unanticipated costs, such as:

- Higher than anticipated cost escalation

¹ “The Bond Curriculum Update” is included in the December 2, 2024 SFIOC Materials, referenced here: <https://meetings.boardbook.org/Documents/WebViewer/915?file=b96168d5-4772-4ae2-9c16-eb0caa4093a3>

- Building code or zoning code changes
- Emergency facility needs
- Or any other unforeseen cost, either discretionary or nondiscretionary

Resources

GO Bond Planning

- January 23, 2024 Board Work Session
<https://meetings.boardbook.org/Public/Agenda/915?meeting=618340>
- February 28, 2024 Facilities & Operations Committee
<https://meetings.boardbook.org/Public/Agenda/915?meeting=624188>
- March 20, 2024 Facilities & Operations Committee
<https://meetings.boardbook.org/Public/Agenda/915?meeting=628478>
- April 17, 2024 Facilities & Operations Committee
<https://meetings.boardbook.org/Public/Agenda/915?meeting=632063>
- May 17, 2024 Facilities & Operations Committee
<https://meetings.boardbook.org/Public/Agenda/915?meeting=638812>
- June 26, 2024 Facilities & Operations Committee
<https://meetings.boardbook.org/Public/Agenda/915?meeting=642683>
- Staff Memo: Bond Timing (June 6, 2024)
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- October 21, 2024 School Facilities Improvement Oversight Committee
<https://meetings.boardbook.org/Public/Agenda/915?meeting=659500>
- November 6, 2024 School Facilities Improvement Oversight Committee
<https://meetings.boardbook.org/Public/Agenda/915?meeting=662219>
- December 2, 2024 School Facilities Improvement Oversight Committee
<https://meetings.boardbook.org/Public/Agenda/915?meeting=665611>
- December 3, 2024 Regular Board Meeting
Board discussion; no new materials
- December 17, 2024 Regular Board Meeting
<https://meetings.boardbook.org/Public/Agenda/915?meeting=666567>

Bond Accountability Committee

- December 18, 2024 Bond Accountability Committee Special Meeting
https://drive.google.com/drive/folders/1IM_8zHIS4z3X-gL2hwN_ELyr21Cs3Qrl



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- November 6, 2024 School Facilities Improvement Oversight Committee
<https://meetings.boardbook.org/Public/Agenda/915?meeting=662219>
- December 2, 2024 School Facilities Improvement Oversight Committee
<https://meetings.boardbook.org/Public/Agenda/915?meeting=665611>
- December 3, 2024 Regular Board Meeting
Board discussion; no new materials
- December 17, 2024 Regular Board Meeting
<https://meetings.boardbook.org/Public/Agenda/915?meeting=666567>

Bond Accountability Committee

- December 18, 2024 Bond Accountability Committee Special Meeting
https://drive.google.com/drive/folders/1IM_8zHIS4z3X-gL2hwN_ELyr21Cs3Qrl



Bond Curriculum Update November 25, 2024

Introduction:

Following the November 6th School Facilities Improvement Oversight Committee (SFIOC) Meeting, this [document](#) was prepared in response to questions that emerged. Recent developments have further urged curriculum reductions be identified at a \$7M annual spending rate, or \$56M total within the Spring 2025 Bond Curriculum proposal.

Bond Curriculum at a \$7M Allocation Annually:

While [ODE’s Instructional Materials Schedule](#) requires districts to be in compliance with the adoption cycles, it also allows a two year postponement period with each content area prior to being out of compliance. With a \$7M allocation, we would need to separate the Social Studies Adoption over two years, likely beginning with 6-12th in 2025-26 and then completing K-5th during the 2026-27. The reason for this is illustrated below in a detailed overview of “year 2 2025-26”, showing what had previously been outlined.

| | 2025/2026 | Fall 2026 | | | |
|---|-----------|-----------|-------------------|-------------------|-----------|
| 2 | | | Admin | | 219,817 |
| | | | Social Sciences | K-12 | 9,855,749 |
| | | | Electives | | 1,713,447 |
| | | | Digital Resources | | 2,393,980 |
| | | | VAPA | K-12 | 2,000,000 |
| | | | Contingency | | 300,000 |
| | | | Total | 16,482,993 | |

What can we do with a \$7M Funding Level over 8 years:

First it is important to note, this plan takes into account \$2,875,191 of reductions for curricular support this year. This would be most felt in the areas of Science adoptions, Electives, and Digital Resources (if possible), and would eliminate any contingency.

| Year | Budget Year | Implementation | Content Area | Grade Levels | Estimated Cost | Total |
|------|-------------|----------------|-----------------------------|--------------|----------------|-----------|
| 1 | 2024/2025 | Fall 2025 | Science | 9-12 | 3,224,925 | 7,000,000 |
| | | | Health | K-12 | 0 | |
| | | | TSEL | 9-12 | 1,198,094 | |
| | | | Electives | | 0 | |
| | | | Digital Resources | | 2,439,177 | |
| | | | Curriculum Refresh Requests | K-12 | 900,856 | |
| | | | Contingency | | 0 | |
| | | | PE | 6-12 | 300,000 | |
| | | | DLI WL | 9-12 | 0 | |
| | | | 2020 Bond Remaining Amount | | -1,063,052 | |
| | | | Total | | | |

Planning for \$7M annually would require moving to the following curriculum adoption schedule (or similar approach).

PPS Curriculum Adoption Schedule at \$7M Annually:

| Content Area Adoption | Adopted Year | For use in classrooms by Fall: | Materials Must Be Adopted By Fall (Postponement Period Ends): |
|-----------------------------------|--------------|--------------------------------|---|
| World Languages | 2020 | 2021 | 2023 |
| English Language Arts & ELD | 2021 | 2022 | 2024 |
| Math | 2022 | 2023 | 2025 |
| Science Note: 9-12 in progress | 2023 | 2024 | 2026 |
| Health | 2024 | 2025 | 2027 |
| Social Sciences Part 1 | 2025 | 2026 | 2028 |
| Social Sciences Part 2 | 2026 | 2027 | 2028 |
| English Language Arts Part 1 | 2027 | 2028 | 2030 |
| English Language Arts Part 2 | 2028 | 2029 | 2030 |

| | | | |
|---------------------------------------|------|------------------------------|---|
| World Languages, PE, Arts (postponed) | 2028 | Postponed | Postponement Period Ends Fall 2029 Note: Will go into corrective action with ODE per Division 22s |
| Math | 2028 | Postponed | Note: This also requires extension of current contracts, resulting in costs to be further analyzed. |
| Math Part 1 | 2029 | Part 1 Implemented Fall 2030 | Note: This also requires extension of current contracts, resulting in costs to be further analyzed. |
| Math Part 2 | 2030 | Part 2 Implemented Fall 2031 | Note: Will be out of compliance and in corrective action for Math |
| Science | 2029 | Postponed | 2032 |
| Science Part 1 | 2030 | Part 1 Implemented Fall 2030 | 2032 |
| Science Part 2 | 2031 | Part 2 Implemented Fall 2031 | 2032 |
| Social Science Part 1 | 2031 | Postponed | 2034 |
| Completed with 2020 Bond funds | | | |
| Currently in progress | | | |

Further Considerations:

The Bond 2020 allowed for PPS to come into immediate compliance with this in mind, contracts are set to end at varying times (not all in alignment with ODE’s cycles). The long term planning initially outlined from June-November 2024 allowed for PPS to come into compliance and on schedule with ODE’s curriculum cycles, while also taking into consideration all costs associated Curriculum adoption includes all instructional tiers (Tiers 1-3)¹ .

Planning for \$56 million of new Bond funds, requires PPS separate out core content areas over two years. As shared above, it is allowable to postpone each scheduled content area two years after the adoption year without being out of compliance. The above outlined schedule leans on this approach, by creatively stretching resources, while also meeting the requirements of Division 22. The downside of this also requires that PPS focus on core academic adoptions and for the foreseeable future potentially pause World Language, PE and VAPA adoptions, or to create a different path for alternate funding outside of

the Bond funds. With the two year approach for content area adoptions (Part 1 and Part 2 of Social Studies as an example), it is possible PPS could add in an allocation for World Language, PE and VAPA by requiring secondary to adopt textbooks only, hence potentially creating more room to fund more content areas with bond funds. One challenge is, many vendors no longer offer a textbook only price, as it is often coupled with a digital option. Further analysis is required in alignment with actual vendor costs.

Additionally, as noted within the \$56M bond monies, by the year 2030 Math adoptions will be required and licenses will run out (previously scheduled for 2028-29). To ensure continued compliance with ODE, and to maintain the necessary funding for renewing licenses and adopting new Math curriculum, alternative funding options still need to be identified. The original schedule was designed to address the expiration of current licenses.

The \$56M budget model includes assumptions for significant reductions in digital applications, based on our current plan of reducing and not renewing contracts. However, further analysis will be necessary to ensure these reductions can be achieved in a sustainable way. It's important to note that this model does not account for contingencies, electives, or AP/IB courses, and to fund Tier 3 interventions, an alternative funding source will need to be identified. Additionally, translation of materials is not included in this budget. While the \$56M allocation presents challenges, including potential risks to meeting minimal requirements by 2030, there is a plan to look for other funding options.

Discussion of Next Steps:

With this approach of \$7M Bond Curriculum Allocation, several steps will need to begin as soon as possible. All digital applications, funded by Bond, will need to be reviewed with two primary lenses.

1. Is this digital application essential to Tier 1 Instruction and or does it serve as a Student Information System, or support assessment?
2. Does this digital application support Tier 3 Instruction?

Tier 3 Instructional materials, both digital applications and curriculum renewals and refresh, will need to shift to Title 1 funds as soon as possible, where capacity allows and moving forward will need to sit outside of bond funds. Translation of materials is also not accounted for, which will require alternate approaches. The 9-12 Science adoption will need to prioritize textbooks over digital resources, if possible.

Resolution No. 7038

A Resolution of Portland Public Schools, Multnomah County School District No. 1J, Multnomah County, Oregon, Calling a Measure Election to Submit to the Electors of the District the Question of Authorizing \$1.83 billion of General Obligation Bonds and Providing for Related Matters

RECITALS

- A. The Board of Education directed PPS staff to develop a general obligation bond ballot title and explanatory statement for the Capital Improvement Bond Proposal and present those documents to the Board at its meeting on January 7, 2025, for authorization for submission to the county elections officer to be placed on the ballot at the May 2025 election.
- B. In response to the Board's direction, PPS staff developed the general obligation bond ballot title that is attached as Exhibit A and the explanatory statement that is attached as Exhibit B.
- C. Many PPS schools remain in critical need of renovation and upgrade to provide students with modern learning facilities and to address inadequate building structures or systems. More than half were built before 1940. Before the 2012 bond, only two schools had been built in the last 35 years.
- D. PPS is committed to providing students across the district access to warm, safe and healthy learning environments so our students are prepared for life, college, and career, and to meaningfully contribute to their communities.
- E. In 2012, voters approved the first in the series: a \$482 million bond, which funded the modernization of Franklin, Grant, and Roosevelt High Schools; Faubion PreK-8 school; and funded other capital projects at 52 schools, including upgraded science classrooms, new roofs, improved accessibility, and seismic improvements.
- F. Then in 2017, voters approved the second in the series: a \$790 million bond to fund the modernization of Benson, Lincoln, and Madison High Schools and Kellogg Middle School; and addressed health and safety issues, including reducing exposure to hazardous materials and improving water quality, improving accessibility, and addressing fire safety.
- G. In 2020, voters again approved a bond to continue the important work on and in our schools: a \$1.2 billion bond to fund the modernization of Jefferson High School, completion of Benson High School, and planning for the modernization of Cleveland and Ida B. Wells High Schools; address health and safety issues, including heating and cooling systems, roofs, and other critical building systems; improving security; improving accessibility; funding of the Center for Black Student Excellence; and providing updated curriculum and technology, among other investments.
- H. Many schools are still in need of urgent repair and upgrades to provide students with modern learning environments and to address inadequate building structures or systems. If approved by voters, the 2025 PPS Bond will continue progress toward the vision of improving every school over the long term, to make the District's schools modern, warm, safe, and welcoming places for our students to learn and excel.
- I. This bond is estimated to maintain the same tax rate (\$2.50/\$1,000 in assessed value), while PPS continues to invest in modern, safe, and healthier schools.
- J. Based on staff recommendations, supported by community feedback and driven by PPS's core values and vision for its graduates, the Board has identified a bond option that includes funds to fully modernize Cleveland and Ida B. Wells High Schools, complete the modernization of Jefferson High School, address aged building systems, improve athletic and physical education facilities, and

update technology and curriculum. This will result in the modernization of every Portland Public Schools high school

- K. The Board acknowledges with tremendous gratitude the support of Portland voters for school bonds in 2012, 2017, and 2020 and commits to the continued modernization of schools to provide the health, safety, and learning opportunities that every child in Portland deserves.

RESOLUTION

NOW, THEREFORE, the Board of Education resolves as follows:

1. A measure election is hereby called for the purpose of submitting to the electors of PPS the question of issuing general obligations bonds in a principal amount not to exceed \$1.83 billion (the "Bonds"). Bond proceeds will be used to finance capital costs as described in the attached Exhibit A. The measure election hereby called shall be held in the District on May 20, 2025. As authorized by the County Clerk of Multnomah County, Oregon, and the Oregon Secretary of State, the election shall be conducted by mail pursuant to ORS 254.465 and 254.470.
2. The Board authorizes the Board Chair, Superintendent, or the designee of either of those individuals (the "Authorized Representative") to take any actions necessary to place the ballot title in substantially the form that is attached as Exhibit A with such changes as the Authorized Representative may approve on the May 20, 2025, election ballot and to place the explanatory statement in substantially the form that is attached as Exhibit B with such changes as the Authorized Representative may approve in the voter's pamphlet for that election. The Authorized Representative shall file the measure and explanatory statement with the elections officer of Multnomah County.
3. PPS hereby declares its official intent pursuant to Treasury Regulation Section 1.150-2 to reimburse itself with proceeds of the Bonds which may be issued in multiple series for capital costs of the Bond projects that are paid prior to the issues of the Bonds and that are eligible to be financed with proceeds of the Bonds. This resolution is adopted as official action of PPS in order to comply with Section 1.150-2 of the Federal Income Tax Regulations.

ADOPTED by the Board of Education of Portland Public Schools, Multnomah County School District No. 1J, Multnomah County, Oregon this [] day of [], 2025.

PORTLAND PUBLIC SCHOOLS

ATTEST:

MULTNOMAH COUNTY, OREGON

By: _____

By: _____

Deputy Clerk

Chair, Board of Directors

Attachments:

- A. Exhibit A: Ballot Title
 - B. Exhibit B: Explanatory Statement
-

Exhibit A

Portland Public Schools May 20, 2025 election

CAPTION (10 words)

Bonds to Improve Health, Safety, and Learning; Modernize, Repair Schools

QUESTION (20 words + required language)

Shall Portland Public Schools repair, modernize schools; increase health, safety; by issuing bonds estimated to maintain current tax rate?

If the bonds are approved, they will be payable from taxes on property or property ownership that are not subject to the limits of sections 11 and 11b, Article XI of the Oregon Constitution.

SUMMARY (175 words)

Measure authorizes up to \$1.83 billion in principal amount of general obligation bonds for ~~school~~ facilities and education investments.

If approved, this measure would finance capital costs, including:

Update, Repair Aging Elementary and Middle Schools:

- Update/replace major building systems, including roofs, siding, heating/cooling

Make Schools Safe and Secure:

- Update safety, security systems
- Seismic upgrades

Modernize, Improve Educational Materials, Technology and Schools:

- Renovate/replace schools, including Cleveland, Ida B. Wells (formerly Wilson)
- Upgrade curriculum materials, technology, including student devices

Increase Extracurricular Opportunities:

- Upgrade/expand high school athletic facilities; create district-wide athletic hubs at Jackson, Marshall
- Update high school performing arts/theater facilities

Requires community accountability/oversight; independent audits of projects and expenditures

Bonds may be issued in one or more series, each series maturing in 30 years or less.

Due to declining debt service, measure is not expected to increase PPS's bond tax rate above \$2.50/\$1,000 assessed value, the rate that has been targeted since 2017 bond. Actual rates may differ based on interest rates and changes in assessed value.

Exhibit B

May 2025 GO Bond Election

EXPLANATORY STATEMENT (500 words)

If approved, this measure will allow Portland Public Schools to continue to prioritize schools in need of large-scale repairs and replacements to address safety hazards and to fix failing infrastructure.

This measure is not expected to increase tax rates above the level targeted by the 2017 bond.

In 2012, 2017, and 2020, voters approved capital bonds that funded improvements to many of Portland Public Schools's aging buildings, creating modern, safer places for students to learn.

Since 2012, the bond program has fully modernized eight schools, with three more under design. In addition, the bond program has addressed some of the infrastructure needs at every school throughout the District.

Prior investments include:

- Roosevelt, McDaniel, Franklin, Grant, Benson, and Lincoln High Schools, Kellogg Middle School, Faubion PK-8, and the Multiple Pathways to Graduation building were fully modernized.
- Full modernizations of Jefferson, Ida B. Wells, and Cleveland High Schools are in design.
- Health and safety improvements, including:
 - Replacing plumbing to reduce lead and improve water quality;
 - Removing or encapsulating exposed lead paint and asbestos;
 - Upgrading fire alarm and sprinkler systems;
 - Repairing or replacing leaking or deteriorating roofs;
 - Mitigating radon exposure;
 - Strengthening school safety and security.
- Educational improvements, including:
 - Upgrading science labs;
 - Enhancing technology;
 - New curriculum materials.
- Accessibility improvements for children and adults with disabilities.

What Would the Proposed 2025 Bond Fund?

If approved, bond funding would address additional building, health, safety, and learning needs in schools across the District, while continuing PPS's plan to comprehensively address facility needs by improving all of our schools over the long term.

If approved, the bond funds will:

Update and Repair Aging Elementary and Middle Schools:

- Update or replace leaking or deteriorating school roofs, mechanical systems (heating and cooling), and other building repairs

Make Schools Safe and Secure:

- Update safety and security systems - including additional cameras, fencing to protect students and staff
- Seismic upgrades

Modernize, Improve Educational Materials, Technology, Schools:

- Renovate/replace Cleveland and Ida B. Wells (formerly Wilson) High Schools
- Utilize any high school improvement cost savings to update/repair elementary and middle schools
- Provide comprehensive, culturally relevant, and current curriculum materials across core and supplemental subject areas
- Replace or provide student tablets and laptops to provide equitable access to classroom learning, and update classroom and District technology

Increase Extracurricular Opportunities:

- Upgrade athletic facilities, including needed improvements for Roosevelt, Lincoln, Franklin and Grant and create athletic hub facilities at Jackson Middle School and Marshall campus.
- Update high school performing arts/theater facilities.

What Would the Bonds Cost?

Because the tax rate on existing bonds is scheduled to decline, PPS's bond tax rate is not expected to exceed the previous estimate of \$2.50 per \$1,000 of assessed value. The total principal amount of bonds authorized by this measure cannot exceed \$1.83 billion.

Oversight and Accountability

An independent group of community members will review quarterly reports and audits of how

the bond dollars are being spent to provide accountability to the public until construction is completed.

Submitted by:
Dr. Kimberlee Armstrong
Superintendent

Exhibit A: Proposed General Obligation Bond Option (12.13.2024)

| | Proposed Option |
|--|------------------------|
| Physical Facility Improvements | \$269,000,000 |
| Deferred Maint & Priority Scope | \$190,000,000 |
| Athletics | \$79,000,000 |
| Educational & Technology Improvements | \$242,000,000 |
| Technology | \$176,000,000 |
| Physical Education | \$10,000,000 |
| Curriculum | \$56,000,000 |
| Modernizations | \$1,150,000,000 |
| Jefferson High School | INCL ABOVE |
| Cleveland High School | INCL ABOVE |
| Cleveland High School - Powell Park Option | INCL ABOVE |
| Ida B Wells High School | INCL ABOVE |
| Elementary and Middle Schools | INCL ABOVE |
| Admin | \$83,050,000 |
| Contingency | \$83,050,000 |
| Total | \$1,827,100,000 |

| ATHLETIC FACILITY IMPROVEMENTS | | | | | |
|---|------|-------------------------|----------------------|-------------------|---------------------|
| Facility needs are based on the PPS Ed Spec and Long Range Facility Plan [letter] after an item indicates a content note; see Notes below this chart. | LRFP | Hubs and Middle Schools | | High School Sites | |
| High School Athletic Hubs | | | | | |
| Jackson HUB [c] | X | X | \$27,264,266 | X [f] | \$17,721,773 |
| Marshall Campus HUB [c] | X | X | \$6,173,370 | X [h] | \$6,173,370 |
| Whitaker HUB [c] | X | X | \$30,098,187 | | |
| Middle School Turf & Lights | | | | | |
| West Sylvan [c] | X | | | X | \$13,333,614 |
| Ockley Green [c] | X | X | \$13,333,614 | | |
| George [c] | X | X | \$13,333,614 | | |
| Hosford [c] | X | | | X [d] | |
| Lane [c] | X | X | \$13,333,614 | | |
| Beaumont [c] | X | | | | |
| Roseway Heights [c] | X | X | \$13,333,614 | | |
| High School Improvements | | | | | |
| Roosevelt Turf Baseball, Softball and Hitting Facility [c] [e] | | | | X | \$10,249,328 |
| Grant Lights [a] | | | | X | \$1,471,570 |
| Grant Seating [a] | | | | X | \$5,264,320 |
| Franklin Upper (turf, lights, hitting facility) [c] | X | | | X | \$13,208,346 |
| Powell Park Turf [d] | | | | X [d] | |
| Other | | | | | |
| HS Turf and Track Replacement in next 10 years | | | | X [g] | \$11,400,000 |
| | | | \$116,870,280 | | \$78,822,321 |

NOTES:

- 2024 planning assumptions:
 - Estimates based on historic PPS project data: \$31/SF is used to calculate project costs for turf fields based on turf field projects at Wells, Jefferson, Marhsall, and McDaniel, hard costs are adjusted to 2022 costs and escalation applied. Assumptions also include \$790k for field lighting plus \$25k allowance for electrical service based on Musco ROM (quote) from late 2019, adjusted to 2022 costs. Middle school fields assumed to be combined use Soccer/Football/Lacrosse with Baseball and Softball. Estimated field area is an average; surveyed site conditions will determine actual project area.

- a) Improvement per PPS Board of Education resolution.
- b) Improvement to support PIL HS and Youth; mixed funding including community, PPS Facilities.
- c) Ed Spec requirement and/or Long Range Facility Plan improvement priority.
- d) Cleveland HS athletic facilities as a stand-alone scope are not incorporated into 2024 athletic facility bond planning, they are under the modernization project budget.
- e) RHS field athletics scope is assumed to be a single project for efficiency in permitting processes.
- f) Assumes phase I of permitted master plan.
- g) Facilities maintenance plan is attached.
- h) Assumes retaining existing athletic facilities and adding a multi-use field and lights.

Jackson Hub-Bond Planning

SCOPE For escalation, see next page

See numbered notes below. Hard costs are 2022 values.

Updated: 2024-12-11

| DESCRIPTION OF WORK [1] | AREA / QTY | UNIT COST | COST |
|--|---------------|-----------|---------------------|
| Turf Multiuse Field | 190,000 | \$31 | \$5,890,000 |
| Lights | allowance [7] | \$815,000 | \$815,000 |
| Hitting Facility | 9,825 | \$350 | \$3,438,750 |
| Turf Field at SW area of site | 94,000 | \$28 | \$2,632,000 |
| SUBTOTAL | | | \$12,775,750 |
| SCOPE & DESIGN CONTINGENCY (10%) [3] | | | \$1,277,575 |
| FF&E (\$25/sf interior space) [2] | | | \$245,625 |
| JURISDICTIONAL REQUIREMENTS (30%) [4]* | | | \$3,832,725 |
| SOFT COSTS (18%) [5] | | | \$2,299,635 |
| PROJECT CONTINGENCY (15%) [6] | | | \$1,916,363 |
| SUBTOTAL | | | \$22,347,673 |
| ADJUSTMENT TO 2025 START | | | \$1,823,570 |
| ESCALATION | | | \$3,093,023 |
| TOTAL | | | \$27,264,266 |

NOTES:

[1] Assumes building athletic facilities to the requirements identified in the PPS 2017 HS Ed Spec and the PPS Long Range Facility Plan with combined use fields to support Soccer/Football/Lacrosse; with Baseball and Softball. Field area in sf is preliminary.

[2] Historic PPS project data: \$31/SF is used to calculate project costs for turf fields. This is based on historic data from turf field projects at Wells, Jefferson, Marshall, and McDaniel. \$790k for field lighting plus \$25k allowance for electrical service based on Musco ROM (quote) from late 2019, adjusted to 2022 costs. FFE is estimated as an allowance of \$25/sf for half of existing interior space area and all of new interior space area where included in projects.

[3] Scope contingency assumption is 10% of anticipated hard costs to account for program support unknowns.

[4]* Conditions of Approval for the Conditional Use Master Plan under permit 2022-185273-000-00-LU include required improvements per City of Portland Title 33 Code 33.258.070 Nonconforming Development; contingency is increased to account for the scope of these requirements and anticipated building permit complexity related to site topography, and soils conditions..

[5] Historic PPS project data.

[6] Project contingency assumption of 15% to account for unforeseen conditions.

Jackson Hub-Bond Planning

ESCALATION For scope planning, see previous page

| Escalated + Soft Costs | Starting Balance | Escalation (4%) | Calendar Year | |
|---|------------------|-----------------|---------------|------|
| | 4% | \$22,347,673 | \$893,907 | 2023 |
| | | \$23,241,579 | \$929,663 | 2024 |
| Total at start of work, 2025: \$24,171,243 | | | | |

| Jackson Hub Projection | | | | | | |
|--|--------------|--------------------|------|-------------------------------------|---------------------|---|
| The investment target is calculated as a percentage of the starting balance for each year. | | | | | | |
| | | Escalation | Year | Remaining Replacements + Escalation | Investment Target | Investment Target % of Remaining Replacements |
| Project costs: | \$24,171,243 | \$966,850 | 1 | \$25,138,092 | \$5,027,618 | 20.00% |
| Escalation (% p | 4% | \$804,419 | 2 | \$20,914,893 | \$5,228,723 | 25.00% |
| | | \$627,447 | 3 | \$16,313,616 | \$4,894,085 | 30.00% |
| | | \$456,781 | 4 | \$11,876,313 | \$5,938,156 | 50.00% |
| | | \$237,526 | 5 | \$6,175,683 | \$6,175,683 | 100.00% |
| Total Escalation: | | \$3,093,023 | | Total Cost: | \$27,264,266 | |

Marshall Hub-Bond Planning

SCOPE For escalation, see next page

See numbered notes below. Hard costs are 2022 values.

Updated: 2024-12-11

| DESCRIPTION OF WORK [1] | AREA / QTY | UNIT COST | COST |
|--------------------------------------|------------|-----------|--------------------|
| Turf Multiuse Field | 84,000 | \$31 | \$2,604,000 |
| Lights | allowance | \$815,000 | \$815,000 |
| SUBTOTAL: HARD COSTS [2] | | | \$3,419,000 |
| SCOPE & DESIGN CONTINGENCY (10%) [3] | | | \$341,900 |
| JURISDICTIONAL REQUIREMENTS (5%) [4] | | | \$170,950 |
| SOFT COSTS (18%) [5] | | | \$615,420 |
| PROJECT CONTINGENCY (15%) [6] | | | \$512,850 |
| SUBTOTAL | | | \$5,060,120 |
| ADJUSTMENT TO 2025 START | | | \$412,906 |
| ESCALATION | | | \$700,344 |
| TOTAL | | | \$6,173,370 |

NOTES:

[1] Assumes building athletic facilities to the requirements identified in the PPS 2017 HS Ed Spec and the PPS Long Range Facility Plan with combined use fields to support Soccer/Football/Lacrosse; with Baseball and Softball. Field area in sf is preliminary.

[2] Historic PPS project data: \$31/SF is used to calculate project costs for turf fields. This is based on historic data from turf field projects at Wells, Jefferson, Marshall, and McDaniel. \$790k for field lighting plus \$25k allowance for electrical service based on Musco ROM (quote) from late 2019, adjusted to 2022 costs. FFE is estimated as an allowance of \$25/sf for half of existing interior space area and all of new interior space area where included in projects.

[3] Scope contingency assumption is 10% of anticipated hard costs to account for program support unknowns.

[4] Jurisdictional requirements including but not limited to required improvements per City of Portland Title 33 Code 33.258.070 Nonconforming Development and for building permit approval (where needed) are assumed to add to project scope. For sites with redevelopment within the last 10 years, 5% contingency carried, for sites with no redevelopment within the last 10 years, 20% contingency carried.

[5] Historic PPS project data.

[6] Project contingency assumption of 15% to account for unforeseen conditions.

Marshall Hub-Bond Planning

ESCALATION For scope planning, see previous page

| Escalated + Soft Costs | Starting Balanc | Escalation (4% | Calendar Year |
|--|-----------------|----------------|----------------|
| | 4% | \$5,060,120 | \$202,405 2023 |
| | | \$5,262,525 | \$210,501 2024 |
| Total at start of work, 2025: \$5,473,026 | | | |

| Marshall Hub Projection | | | | | | |
|--|-------------|------------------|------|-------------------------------------|--------------------|---|
| The investment target is calculated as a percentage of the starting balance for each year. | | | | | | |
| | | Escalation | Year | Remaining Replacements + Escalation | Investment Target | Investment Target % of Remaining Replacements |
| Project costs: | \$5,473,026 | \$218,921 | 1 | \$5,691,947 | \$1,138,389 | 20.00% |
| Escalation (% p | 4% | \$182,142 | 2 | \$4,735,700 | \$1,183,925 | 25.00% |
| | | \$142,071 | 3 | \$3,693,846 | \$1,108,154 | 30.00% |
| | | \$103,428 | 4 | \$2,689,120 | \$1,344,560 | 50.00% |
| | | \$53,782 | 5 | \$1,398,342 | \$1,398,342 | 100.00% |
| Total Escalation: | | \$700,344 | | Total Cost: | \$6,173,370 | |

Whitaker Hub-Bond Planning

ESCALATION For scope planning, see previous page

| Escalated + Soft Costs | Starting Balanc | Escalation (4% | Calendar Year | |
|---|-----------------|----------------|---------------|------|
| | 4% | \$24,670,550 | \$986,822 | 2023 |
| | | \$25,657,372 | \$1,026,295 | 2024 |
| Total at start of work, 2025: \$26,683,667 | | | | |

| Whitaker Hub Projection | | | | | | |
|--|--------------|--------------------|-------------|--|--------------------------|--|
| The investment target is calculated as a percentage of the starting balance for each year. | | | | | | |
| | | <u>Escalation</u> | <u>Year</u> | <u>Remaining Replacements + Escalation</u> | <u>Investment Target</u> | <u>Investment Target % of Remaining Replacements</u> |
| Project costs: | \$26,683,667 | \$1,067,347 | 1 | \$27,751,014 | \$5,550,203 | 20.00% |
| Escalation (% p | 4% | \$888,032 | 2 | \$23,088,843 | \$5,772,211 | 25.00% |
| | | \$692,665 | 3 | \$18,009,298 | \$5,402,789 | 30.00% |
| | | \$504,260 | 4 | \$13,110,769 | \$6,555,384 | 50.00% |
| | | \$262,215 | 5 | \$6,817,600 | \$6,817,600 | 100.00% |
| Total Escalation: | | \$3,414,520 | | Total Cost: | \$30,098,187 | |

SCOPE**For escalation, see next page****See numbered notes below. Hard costs are 2022 values.**

Updated: 2024-04-29

| DESCRIPTION OF WORK [1] | AREA / QTY | UNIT COST | COST |
|---|------------|-----------|---------------------|
| Turf Multiuse Fields - 2 @ 190,000sf each | 380,000 | \$28 | \$10,640,000 |
| Lights | allowance | \$815,000 | \$815,000 |
| Hitting Facility | 9,800 | \$350 | \$3,430,000 |
| Parking | allowance | \$100,000 | \$100,000 |
| SUBTOTAL: HARD COSTS [5] | | | \$14,985,000 |
| SCOPE & DESIGN CONTINGENCY (10%) [3] | | | \$1,498,500 |
| FF&E (\$25/sf interior space) [2] | | | \$245,000 |
| JURISDICTIONAL REQUIREMENTS (20%) [4] | | | \$2,997,000 |
| SOFT COSTS (18%) [5] | | | \$2,697,300 |
| PROJECT CONTINGENCY (15%) [6] | | | \$2,247,750 |
| SUBTOTAL | | | \$24,670,550 |
| ADJUSTMENT TO 2025 START | | | \$2,013,117 |
| ESCALATION | | | \$3,414,520 |
| TOTAL | | | \$30,098,187 |

NOTES:

[1] Assumes building athletic facilities to the requirements identified in the PPS 2017 HS Ed Spec and the PPS Long Range Facility Plan with combined use fields to support Soccer/Football/Lacrosse; with Baseball and Softball. Field area in sf is preliminary.

[2] Historic PPS project data: \$31/SF is used to calculate project costs for turf fields. This is based on historic data from turf field projects at Wells, Jefferson, Marshall, and McDaniel. \$790k for field lighting plus \$25k allowance for electrical service based on Musco ROM (quote) from late 2019, adjusted to 2022 costs. FFE is estimated as an allowance of \$25/sf for half of existing interior space area and all of new interior space area where included in projects.

[3] Scope contingency assumption is 10% of anticipated hard costs to account for program support unknowns.

[4] Jurisdictional requirements including but not limited to required improvements per City of Portland Title 33 Code 33.258.070 Nonconforming Development and for building permit approval (where needed) are assumed to add to project scope. For sites with redevelopment within the last 10 years, 5% contingency carried, for sites with no redevelopment within the last 10 years, 20% contingency carried.

[5] Historic PPS project data.

[6] Project contingency assumption of 15% to account for unforeseen conditions.

West Sylvan-Bond Planning

SCOPE For escalation, see next page

See numbered notes below. Hard costs are 2022 values.

Updated: 2024-12-11

| DESCRIPTION OF WORK [1] | AREA / QTY | UNIT COST | COST |
|---------------------------------------|------------|-----------|---------------------|
| Turf Multiuse Field | 190,000 | \$31 | \$5,890,000 |
| Lights | allowance | \$815,000 | \$815,000 |
| SUBTOTAL: HARD COSTS [2] | | | \$6,705,000 |
| SCOPE & DESIGN CONTINGENCY (10%) [3] | | | \$670,500 |
| JURISDICTIONAL REQUIREMENTS (20%) [4] | | | \$1,341,000 |
| SOFT COSTS (18%) [5] | | | \$1,206,900 |
| PROJECT CONTINGENCY (15%) [6] | | | \$1,005,750 |
| SUBTOTAL | | | \$10,929,150 |
| ADJUSTMENT TO 2025 START | | | \$891,819 |
| ESCALATION | | | \$1,512,646 |
| TOTAL | | | \$13,333,614 |

NOTES:

[1] Assumes building athletic facilities to the requirements identified in the PPS 2017 HS Ed Spec and the PPS Long Range Facility Plan with combined use fields to support Soccer/Football/Lacrosse; with Baseball and Softball. Field area in sf is preliminary.

[2] Historic PPS project data: \$31/SF is used to calculate project costs for turf fields. This is based on historic data from turf field projects at Wells, Jefferson, Marshall, and McDaniel. \$790k for field lighting plus \$25k allowance for electrical service based on Musco ROM (quote) from late 2019, adjusted to 2022 costs. FFE is estimated as an allowance of \$25/sf for half of existing interior space area and all of new interior space area where included in projects.

[3] Scope contingency assumption is 10% of anticipated hard costs to account for program support unknowns.

[4] Jurisdictional requirements under City of Beaverton development and building code are assumed to add to project scope. For sites with redevelopment within the last 10 years, 5% contingency carried, for sites with no redevelopment within the last 10 years, 20% contingency carried.

[5] Historic PPS project data.

[6] Project contingency assumption of 15% to account for unforeseen conditions.

West Sylvan-Bond Planning

ESCALATION For scope planning, see previous page

| Escalated + Soft Costs | Starting Balanc | Escalation (4% | Calendar Year |
|---|-----------------|----------------|----------------|
| | 4% | \$10,929,150 | \$437,166 2023 |
| | | \$11,366,316 | \$454,653 2024 |
| Total at start of work, 2025: \$11,820,969 | | | |

| West Sylvan Projection | | | | | | |
|--|--------------|--------------------|-------------|--|--------------------------|--|
| The investment target is calculated as a percentage of the starting balance for each year. | | | | | | |
| | | <u>Escalation</u> | <u>Year</u> | <u>Remaining Replacements + Escalation</u> | <u>Investment Target</u> | <u>Investment Target % of Remaining Replacements</u> |
| Project costs: | \$11,820,969 | \$472,839 | 1 | \$12,293,807 | \$2,458,761 | 20.00% |
| Escalation (% p | 4% | \$393,402 | 2 | \$10,228,448 | \$2,557,112 | 25.00% |
| | | \$306,853 | 3 | \$7,978,189 | \$2,393,457 | 30.00% |
| | | \$223,389 | 4 | \$5,808,122 | \$2,904,061 | 50.00% |
| | | \$116,162 | 5 | \$3,020,223 | \$3,020,223 | 100.00% |
| Total Escalation: | | \$1,512,646 | | Total Cost: | \$13,333,614 | |

Ockley Green-Bond Planning

SCOPE For escalation, see next page

See numbered notes below. Hard costs are 2022 values.

Updated: 2024-12-11

| DESCRIPTION OF WORK [1] | AREA / QTY | UNIT COST | COST |
|---------------------------------------|------------|-----------|---------------------|
| Turf Multiuse Field | 190,000 | \$31 | \$5,890,000 |
| Lights | allowance | \$815,000 | \$815,000 |
| SUBTOTAL: HARD COSTS [2] | | | \$6,705,000 |
| SCOPE & DESIGN CONTINGENCY (10%) [3] | | | \$670,500 |
| JURISDICTIONAL REQUIREMENTS (20%) [4] | | | \$1,341,000 |
| SOFT COSTS (18%) [5] | | | \$1,206,900 |
| PROJECT CONTINGENCY (15%) [6] | | | \$1,005,750 |
| SUBTOTAL | | | \$10,929,150 |
| ADJUSTMENT TO 2025 START | | | \$891,819 |
| ESCALATION | | | \$1,512,646 |
| TOTAL | | | \$13,333,614 |

NOTES:

[1] Assumes building athletic facilities to the requirements identified in the PPS 2017 HS Ed Spec and the PPS Long Range Facility Plan with combined use fields to support Soccer/Football/Lacrosse; with Baseball and Softball. Field area in sf is preliminary.

[2] Historic PPS project data: \$31/SF is used to calculate project costs for turf fields. This is based on historic data from turf field projects at Wells, Jefferson, Marshall, and McDaniel. \$790k for field lighting plus \$25k allowance for electrical service based on Musco ROM (quote) from late 2019, adjusted to 2022 costs. FFE is estimated as an allowance of \$25/sf for half of existing interior space area and all of new interior space area where included in projects.

[3] Scope contingency assumption is 10% of anticipated hard costs to account for program support unknowns.

[4] Jurisdictional requirements including but not limited to required improvements per City of Portland Title 33 Code 33.258.070 Nonconforming Development and for building permit approval (where needed) are assumed to add to project scope. For sites with redevelopment within the last 10 years, 5% contingency carried, for sites with no redevelopment within the last 10 years, 20% contingency carried.

[5] Historic PPS project data.

[6] Project contingency assumption of 15% to account for unforeseen conditions.

Ockley Green-Bond Planning

ESCALATION For scope planning, see previous page

| Escalated + Soft Costs | Starting Balance | Escalation (4% Calendar Year | Calendar Year |
|---|------------------|------------------------------|----------------|
| | 4% | \$10,929,150 | \$437,166 2023 |
| | | \$11,366,316 | \$454,653 2024 |
| Total at start of work, 2025: \$11,820,969 | | | |

| Ockley Green Projection | | | | | | |
|--|--------------|--------------------|------|-------------------------------------|---------------------|---|
| The investment target is calculated as a percentage of the starting balance for each year. | | | | | | |
| | | Escalation | Year | Remaining Replacements + Escalation | Investment Target | Investment Target % of Remaining Replacements |
| Project costs: | \$11,820,969 | \$472,839 | 1 | \$12,293,807 | \$2,458,761 | 20.00% |
| Escalation (% p | 4% | \$393,402 | 2 | \$10,228,448 | \$2,557,112 | 25.00% |
| | | \$306,853 | 3 | \$7,978,189 | \$2,393,457 | 30.00% |
| | | \$223,389 | 4 | \$5,808,122 | \$2,904,061 | 50.00% |
| | | \$116,162 | 5 | \$3,020,223 | \$3,020,223 | 100.00% |
| Total Escalation: | | \$1,512,646 | | Total Cost: | \$13,333,614 | |

George-Bond Planning

SCOPE For escalation, see next page

See numbered notes below. Hard costs are 2022 values.

Updated: 2024-12-11

| DESCRIPTION OF WORK [1] | AREA / QTY | UNIT COST | COST |
|---------------------------------------|------------|-----------|---------------------|
| Turf Multiuse Field | 190,000 | \$31 | \$5,890,000 |
| Lights | allowance | \$815,000 | \$815,000 |
| SUBTOTAL: HARD COSTS [2] | | | \$6,705,000 |
| SCOPE & DESIGN CONTINGENCY (10%) [3] | | | \$670,500 |
| JURISDICTIONAL REQUIREMENTS (20%) [4] | | | \$1,341,000 |
| SOFT COSTS (18%) [5] | | | \$1,206,900 |
| PROJECT CONTINGENCY (15%) [6] | | | \$1,005,750 |
| SUBTOTAL | | | \$10,929,150 |
| ADJUSTMENT TO 2025 START | | | \$891,819 |
| ESCALATION | | | \$1,512,646 |
| TOTAL | | | \$13,333,614 |

NOTES:

[1] Assumes building athletic facilities to the requirements identified in the PPS 2017 HS Ed Spec and the PPS Long Range Facility Plan with combined use fields to support Soccer/Football/Lacrosse; with Baseball and Softball. Field area in sf is preliminary.

[2] Historic PPS project data: \$31/SF is used to calculate project costs for turf fields. This is based on historic data from turf field projects at Wells, Jefferson, Marshall, and McDaniel. \$790k for field lighting plus \$25k allowance for electrical service based on Musco ROM (quote) from late 2019, adjusted to 2022 costs. FFE is estimated as an allowance of \$25/sf for half of existing interior space area and all of new interior space area where included in projects.

[3] Scope contingency assumption is 10% of anticipated hard costs to account for program support unknowns.

[4] Jurisdictional requirements including but not limited to required improvements per City of Portland Title 33 Code 33.258.070 Nonconforming Development and for building permit approval (where needed) are assumed to add to project scope. For sites with redevelopment within the last 10 years, 5% contingency carried, for sites with no redevelopment within the last 10 years, 20% contingency carried.

[5] Historic PPS project data.

[6] Project contingency assumption of 15% to account for unforeseen conditions.

George-Bond Planning

ESCALATION For scope planning, see previous page

| Escalated + Soft Costs | Starting Balance | Escalation (4% Calendar Year | |
|---|------------------|------------------------------|----------------|
| | 4% | \$10,929,150 | \$437,166 2023 |
| | | \$11,366,316 | \$454,653 2024 |
| Total at start of work, 2025: \$11,820,969 | | | |

George Projection

The investment target is calculated as a percentage of the starting balance for each year.

| | | Escalation | Year | Remaining Replacements + Escalation | Investment Target | Investment Target % of Remaining Replacements |
|--------------------------|--------------|--------------------|------|-------------------------------------|---------------------|---|
| Project costs: | \$11,820,969 | \$472,839 | 1 | \$12,293,807 | \$2,458,761 | 20.00% |
| Escalation (% p | 4% | \$393,402 | 2 | \$10,228,448 | \$2,557,112 | 25.00% |
| | | \$306,853 | 3 | \$7,978,189 | \$2,393,457 | 30.00% |
| | | \$223,389 | 4 | \$5,808,122 | \$2,904,061 | 50.00% |
| | | \$116,162 | 5 | \$3,020,223 | \$3,020,223 | 100.00% |
| Total Escalation: | | \$1,512,646 | | Total Cost: | \$13,333,614 | |

Hosford-Bond Planning

SCOPE For escalation, see next page

See numbered notes below. Hard costs are 2022 values.

Updated: 2024-12-11

| DESCRIPTION OF WORK [1] | AREA / QTY | UNIT COST | COST |
|---------------------------------------|------------|-----------|---------------------|
| Turf Multiuse Field | 190,000 | \$31 | \$5,890,000 |
| Lights | allowance | \$815,000 | \$815,000 |
| SUBTOTAL: HARD COSTS [2] | | | \$6,705,000 |
| SCOPE & DESIGN CONTINGENCY (10%) [3] | | | \$670,500 |
| JURISDICTIONAL REQUIREMENTS (20%) [4] | | | \$1,341,000 |
| SOFT COSTS (18%) [5] | | | \$1,206,900 |
| PROJECT CONTINGENCY (15%) [6] | | | \$1,005,750 |
| SUBTOTAL | | | \$10,929,150 |
| ADJUSTMENT TO 2025 START | | | \$891,819 |
| ESCALATION | | | \$1,512,646 |
| TOTAL | | | \$13,333,614 |

NOTES:

[1] Assumes building athletic facilities to the requirements identified in the PPS 2017 HS Ed Spec and the PPS Long Range Facility Plan with combined use fields to support Soccer/Football/Lacrosse; with Baseball and Softball. Field area in sf is preliminary.

[2] Historic PPS project data: \$31/SF is used to calculate project costs for turf fields. This is based on historic data from turf field projects at Wells, Jefferson, Marshall, and McDaniel. \$790k for field lighting plus \$25k allowance for electrical service based on Musco ROM (quote) from late 2019, adjusted to 2022 costs. FFE is estimated as an allowance of \$25/sf for half of existing interior space area and all of new interior space area where included in projects.

[3] Scope contingency assumption is 10% of anticipated hard costs to account for program support unknowns.

[4] Jurisdictional requirements including but not limited to required improvements per City of Portland Title 33 Code 33.258.070 Nonconforming Development and for building permit approval (where needed) are assumed to add to project scope. For sites with redevelopment within the last 10 years, 5% contingency carried, for sites with no redevelopment within the last 10 years, 20% contingency carried.

[5] Historic PPS project data.

[6] Project contingency assumption of 15% to account for unforeseen conditions.

Hosford-Bond Planning

ESCALATION For scope planning, see previous page

| Escalated + Soft Costs | Starting Balanc | Escalation (4% | Calendar Year |
|---|-----------------|----------------|----------------|
| | 4% | \$10,929,150 | \$437,166 2023 |
| | | \$11,366,316 | \$454,653 2024 |
| Total at start of work, 2025: \$11,820,969 | | | |

| Hosford Projection | | | | | | |
|--|--------------|--------------------|------|-------------------------------------|---------------------|---|
| The investment target is calculated as a percentage of the starting balance for each year. | | | | | | |
| | | Escalation | Year | Remaining Replacements + Escalation | Investment Target | Investment Target % of Remaining Replacements |
| Project costs: | \$11,820,969 | \$472,839 | 1 | \$12,293,807 | \$2,458,761 | 20.00% |
| Escalation (% p | 4% | \$393,402 | 2 | \$10,228,448 | \$2,557,112 | 25.00% |
| | | \$306,853 | 3 | \$7,978,189 | \$2,393,457 | 30.00% |
| | | \$223,389 | 4 | \$5,808,122 | \$2,904,061 | 50.00% |
| | | \$116,162 | 5 | \$3,020,223 | \$3,020,223 | 100.00% |
| Total Escalation: | | \$1,512,646 | | Total Cost: | \$13,333,614 | |

Lane-Bond Planning

SCOPE For escalation, see next page

See numbered notes below. Hard costs are 2022 values.

Updated: 2024-12-11

| DESCRIPTION OF WORK [1] | AREA / QTY | UNIT COST | COST |
|---------------------------------------|------------|-----------|---------------------|
| Turf Multiuse Field | 190,000 | \$31 | \$5,890,000 |
| Lights | allowance | \$815,000 | \$815,000 |
| SUBTOTAL: HARD COSTS [2] | | | \$6,705,000 |
| SCOPE & DESIGN CONTINGENCY (10%) [3] | | | \$670,500 |
| JURISDICTIONAL REQUIREMENTS (20%) [4] | | | \$1,341,000 |
| SOFT COSTS (18%) [5] | | | \$1,206,900 |
| PROJECT CONTINGENCY (15%) [6] | | | \$1,005,750 |
| SUBTOTAL | | | \$10,929,150 |
| ADJUSTMENT TO 2025 START | | | \$891,819 |
| ESCALATION | | | \$1,512,646 |
| TOTAL | | | \$13,333,614 |

NOTES:

[1] Assumes building athletic facilities to the requirements identified in the PPS 2017 HS Ed Spec and the PPS Long Range Facility Plan with combined use fields to support Soccer/Football/Lacrosse; with Baseball and Softball. Field area in sf is preliminary.

[2] Historic PPS project data: \$31/SF is used to calculate project costs for turf fields. This is based on historic data from turf field projects at Wells, Jefferson, Marshall, and McDaniel. \$790k for field lighting plus \$25k allowance for electrical service based on Musco ROM (quote) from late 2019, adjusted to 2022 costs. FFE is estimated as an allowance of \$25/sf for half of existing interior space area and all of new interior space area where included in projects.

[3] Scope contingency assumption is 10% of anticipated hard costs to account for program support unknowns.

[4] Jurisdictional requirements including but not limited to required improvements per City of Portland Title 33 Code 33.258.070 Nonconforming Development and for building permit approval (where needed) are assumed to add to project scope. For sites with redevelopment within the last 10 years, 5% contingency carried, for sites with no redevelopment within the last 10 years, 20% contingency carried.

[5] Historic PPS project data.

[6] Project contingency assumption of 15% to account for unforeseen conditions.

Lane-Bond Planning

ESCALATION For scope planning, see previous page

| Escalated + Soft Costs | Starting Balance | Escalation (4% Calendar Year | |
|---|------------------|------------------------------|----------------|
| | 4% | \$10,929,150 | \$437,166 2023 |
| | | \$11,366,316 | \$454,653 2024 |
| Total at start of work, 2025: \$11,820,969 | | | |

| Lane Projection | | | | | | |
|--|--------------|--------------------|------|-------------------------------------|---------------------|---|
| The investment target is calculated as a percentage of the starting balance for each year. | | | | | | |
| | | Escalation | Year | Remaining Replacements + Escalation | Investment Target | Investment Target % of Remaining Replacements |
| Project costs: | \$11,820,969 | \$472,839 | 1 | \$12,293,807 | \$2,458,761 | 20.00% |
| Escalation (% p | 4% | \$393,402 | 2 | \$10,228,448 | \$2,557,112 | 25.00% |
| | | \$306,853 | 3 | \$7,978,189 | \$2,393,457 | 30.00% |
| | | \$223,389 | 4 | \$5,808,122 | \$2,904,061 | 50.00% |
| | | \$116,162 | 5 | \$3,020,223 | \$3,020,223 | 100.00% |
| Total Escalation: | | \$1,512,646 | | Total Cost: | \$13,333,614 | |

Beaumont-Bond Planning

SCOPE For escalation, see next page

See numbered notes below. Hard costs are 2022 values.

Updated: 2024-12-11

| DESCRIPTION OF WORK [1] | AREA / QTY | UNIT COST | COST |
|---------------------------------------|------------|-----------|---------------------|
| Turf Multiuse Field | 190,000 | \$31 | \$5,890,000 |
| Lights | allowance | \$815,000 | \$815,000 |
| SUBTOTAL: HARD COSTS [2] | | | \$6,705,000 |
| SCOPE & DESIGN CONTINGENCY (10%) [3] | | | \$670,500 |
| JURISDICTIONAL REQUIREMENTS (20%) [4] | | | \$1,341,000 |
| SOFT COSTS (18%) [5] | | | \$1,206,900 |
| PROJECT CONTINGENCY (15%) [6] | | | \$1,005,750 |
| SUBTOTAL | | | \$10,929,150 |
| ADJUSTMENT TO 2025 START | | | \$891,819 |
| ESCALATION | | | \$1,512,646 |
| TOTAL | | | \$13,333,614 |

NOTES:

[1] Assumes building athletic facilities to the requirements identified in the PPS 2017 HS Ed Spec and the PPS Long Range Facility Plan with combined use fields to support Soccer/Football/Lacrosse; with Baseball and Softball. Field area in sf is preliminary.

[2] Historic PPS project data: \$31/SF is used to calculate project costs for turf fields. This is based on historic data from turf field projects at Wells, Jefferson, Marshall, and McDaniel. \$790k for field lighting plus \$25k allowance for electrical service based on Musco ROM (quote) from late 2019, adjusted to 2022 costs. FFE is estimated as an allowance of \$25/sf for half of existing interior space area and all of new interior space area where included in projects.

[3] Scope contingency assumption is 10% of anticipated hard costs to account for program support unknowns.

[4] Jurisdictional requirements including but not limited to required improvements per City of Portland Title 33 Code 33.258.070 Nonconforming Development and for building permit approval (where needed) are assumed to add to project scope. For sites with redevelopment within the last 10 years, 5% contingency carried, for sites with no redevelopment within the last 10 years, 20% contingency carried.

[5] Historic PPS project data.

[6] Project contingency assumption of 15% to account for unforeseen conditions.

Beaumont-Bond Planning

ESCALATION For scope planning, see previous page

| Escalated + Soft Costs | Starting Balance | Escalation (4% Calendar Year | Calendar Year |
|---|------------------|------------------------------|----------------|
| | 4% | \$10,929,150 | \$437,166 2023 |
| | | \$11,366,316 | \$454,653 2024 |
| Total at start of work, 2025: \$11,820,969 | | | |

| Beaumont Projection | | | | | | |
|--|--------------|--------------------|------|-------------------------------------|---------------------|---|
| The investment target is calculated as a percentage of the starting balance for each year. | | | | | | |
| | | Escalation | Year | Remaining Replacements + Escalation | Investment Target | Investment Target % of Remaining Replacements |
| Project costs: | \$11,820,969 | \$472,839 | 1 | \$12,293,807 | \$2,458,761 | 20.00% |
| Escalation (% p | 4% | \$393,402 | 2 | \$10,228,448 | \$2,557,112 | 25.00% |
| | | \$306,853 | 3 | \$7,978,189 | \$2,393,457 | 30.00% |
| | | \$223,389 | 4 | \$5,808,122 | \$2,904,061 | 50.00% |
| | | \$116,162 | 5 | \$3,020,223 | \$3,020,223 | 100.00% |
| Total Escalation: | | \$1,512,646 | | Total Cost: | \$13,333,614 | |

Roseway Heights-Bond Planning

SCOPE For escalation, see next page

See numbered notes below. Hard costs are 2022 values.

Updated: 2024-12-11

| DESCRIPTION OF WORK [1] | AREA / QTY | UNIT COST | COST |
|---------------------------------------|------------|-----------|---------------------|
| Turf Multiuse Field | 190,000 | \$31 | \$5,890,000 |
| Lights | allowance | \$815,000 | \$815,000 |
| SUBTOTAL: HARD COSTS [2] | | | \$6,705,000 |
| SCOPE & DESIGN CONTINGENCY (10%) [3] | | | \$670,500 |
| JURISDICTIONAL REQUIREMENTS (20%) [4] | | | \$1,341,000 |
| SOFT COSTS (18%) [5] | | | \$1,206,900 |
| PROJECT CONTINGENCY (15%) [6] | | | \$1,005,750 |
| SUBTOTAL | | | \$10,929,150 |
| ADJUSTMENT TO 2025 START | | | \$891,819 |
| ESCALATION | | | \$1,512,646 |
| TOTAL | | | \$13,333,614 |

NOTES:

[1] Assumes building athletic facilities to the requirements identified in the PPS 2017 HS Ed Spec and the PPS Long Range Facility Plan with combined use fields to support Soccer/Football/Lacrosse; with Baseball and Softball. Field area in sf is preliminary.

[2] Historic PPS project data: \$31/SF is used to calculate project costs for turf fields. This is based on historic data from turf field projects at Wells, Jefferson, Marshall, and McDaniel. \$790k for field lighting plus \$25k allowance for electrical service based on Musco ROM (quote) from late 2019, adjusted to 2022 costs. FFE is estimated as an allowance of \$25/sf for half of existing interior space area and all of new interior space area where included in projects.

[3] Scope contingency assumption is 10% of anticipated hard costs to account for program support unknowns.

[4] Jurisdictional requirements including but not limited to required improvements per City of Portland Title 33 Code 33.258.070 Nonconforming Development and for building permit approval (where needed) are assumed to add to project scope. For sites with redevelopment within the last 10 years, 5% contingency carried, for sites with no redevelopment within the last 10 years, 20% contingency carried.

[5] Historic PPS project data.

[6] Project contingency assumption of 15% to account for unforeseen conditions.

Roseway Heights-Bond Planning

ESCALATION For scope planning, see previous page

| Escalated + Soft Costs | Starting Balance | Escalation (4% Calendar Year | Calendar Year | |
|---|------------------|------------------------------|---------------|------|
| | 4% | \$10,929,150 | \$437,166 | 2023 |
| | | \$11,366,316 | \$454,653 | 2024 |
| Total at start of work, 2025: \$11,820,969 | | | | |

| Roseway Heights Projection | | | | | | |
|--|--------------|--------------------|------|-------------------------------------|---------------------|---|
| The investment target is calculated as a percentage of the starting balance for each year. | | | | | | |
| | | Escalation | Year | Remaining Replacements + Escalation | Investment Target | Investment Target % of Remaining Replacements |
| Project costs: | \$11,820,969 | \$472,839 | 1 | \$12,293,807 | \$2,458,761 | 20.00% |
| Escalation (% p | 4% | \$393,402 | 2 | \$10,228,448 | \$2,557,112 | 25.00% |
| | | \$306,853 | 3 | \$7,978,189 | \$2,393,457 | 30.00% |
| | | \$223,389 | 4 | \$5,808,122 | \$2,904,061 | 50.00% |
| | | \$116,162 | 5 | \$3,020,223 | \$3,020,223 | 100.00% |
| Total Escalation: | | \$1,512,646 | | Total Cost: | \$13,333,614 | |

RHS Field Athletics-Bond Planning

SCOPE For escalation, see next page

See numbered notes below. Hard costs are 2022 values.

Updated: 2024-12-11

| DESCRIPTION OF WORK [1] | AREA / QTY | UNIT COST | COST |
|--------------------------------------|------------|-----------|---------------------|
| Turf Baseball & Softball Field | 112,098 | \$31 | \$3,475,038 |
| Hitting Facility | 6,000 | \$350 | \$2,100,000 |
| SUBTOTAL: HARD COSTS [2] | | | \$5,575,038 |
| SCOPE & DESIGN CONTINGENCY (10%) [3] | | | \$557,504 |
| FF&E (\$25/sf interior space) [2] | | | \$150,000 |
| JURISDICTIONAL REQUIREMENTS (5%) [4] | | | \$278,752 |
| SOFT COSTS (18%) [5] | | | \$1,003,507 |
| PROJECT CONTINGENCY (15%) [6] | | | \$836,256 |
| SUBTOTAL | | | \$8,401,056 |
| ADJUSTMENT TO 2025 START | | | \$685,526 |
| ESCALATION | | | \$1,162,746 |
| TOTAL | | | \$10,249,328 |

NOTES:

[1] Assumes building athletic facilities to the requirements identified in the PPS 2017 HS Ed Spec and the PPS Long Range Facility Plan with combined use fields to support Soccer/Football/Lacrosse; with Baseball and Softball. Field area in sf is preliminary.

[2] Historic PPS project data: \$31/SF is used to calculate project costs for turf fields. This is based on historic data from turf field projects at Wells, Jefferson, Marshall, and McDaniel. \$790k for field lighting plus \$25k allowance for electrical service based on Musco ROM (quote) from late 2019, adjusted to 2022 costs. FFE is estimated as an allowance of \$25/sf for half of existing interior space area and all of new interior space area where included in projects.

[3] Scope contingency assumption is 10% of anticipated hard costs to account for program support unknowns.

[4] Jurisdictional requirements including but not limited to required improvements per City of Portland Title 33 Code 33.258.070 Nonconforming Development and for building permit approval (where needed) are assumed to add to project scope. For sites with redevelopment within the last 10 years, 5% contingency carried, for sites with no redevelopment within the last 10 years, 20% contingency carried.

[5] Historic PPS project data.

[6] Project contingency assumption of 15% to account for unforeseen conditions.

RHS Field Athletics-Bond Planning

ESCALATION For scope planning, see previous page

| Escalated + Soft Costs | Starting Balance | Escalation (4%) | Calendar Year | |
|--|------------------|-----------------|---------------|------|
| | 4% | \$8,401,056 | \$336,042 | 2023 |
| | | \$8,737,098 | \$349,484 | 2024 |
| Total at start of work, 2025: \$9,086,582 | | | | |

| RHS Field Athletics Projection | | | | | | |
|--|-------------|--------------------|------|-------------------------------------|---------------------------------|---|
| The investment target is calculated as a percentage of the starting balance for each year. | | | | | | |
| | | Escalation | Year | Remaining Replacements + Escalation | Investment Target | Investment Target % of Remaining Replacements |
| Project costs: | \$9,086,582 | \$363,463 | 1 | \$9,450,046 | \$1,890,009 | 20.00% |
| Escalation (% p | 4% | \$302,401 | 2 | \$7,862,438 | \$1,965,610 | 25.00% |
| | | \$235,873 | 3 | \$6,132,702 | \$1,839,811 | 30.00% |
| | | \$171,716 | 4 | \$4,464,607 | \$2,232,303 | 50.00% |
| | | \$89,292 | 5 | \$2,321,596 | \$2,321,596 | 100.00% |
| Total Escalation: | | \$1,162,746 | | | Total Cost: \$10,249,328 | |

GHS Lights-Bond Planning

SCOPE For escalation, see next page

See numbered notes below. Hard costs are 2022 values.

Updated: 2024-12-11

| DESCRIPTION OF WORK [1] | AREA / QTY | UNIT COST | COST |
|--------------------------------------|------------|-----------|--------------------|
| Lights | allowance | \$815,000 | \$815,000 |
| SUBTOTAL: HARD COSTS [2] | | | \$815,000 |
| SCOPE & DESIGN CONTINGENCY (10%) [3] | | | \$81,500 |
| JURISDICTIONAL REQUIREMENTS (5%) [4] | | | \$40,750 |
| SOFT COSTS (18%) [5] | | | \$146,700 |
| PROJECT CONTINGENCY (15%) [6] | | | \$122,250 |
| SUBTOTAL | | | \$1,206,200 |
| ADJUSTMENT TO 2025 START | | | \$98,426 |
| ESCALATION | | | \$166,944 |
| TOTAL | | | \$1,471,570 |

NOTES:

[1] Assumes building athletic facilities to the requirements identified in the PPS 2017 HS Ed Spec and the PPS Long Range Facility Plan with combined use fields to support Soccer/Football/Lacrosse; with Baseball and Softball. Field area in sf is preliminary.

[2] Historic PPS project data: \$31/SF is used to calculate project costs for turf fields. This is based on historic data from turf field projects at Wells, Jefferson, Marshall, and McDaniel. \$790k for field lighting plus \$25k allowance for electrical service based on Musco ROM (quote) from late 2019, adjusted to 2022 costs. FFE is estimated as an allowance of \$25/sf for half of existing interior space area and all of new interior space area where included in projects.

[3] Scope contingency assumption is 10% of anticipated hard costs to account for program support unknowns.

[4] Jurisdictional requirements including but not limited to required improvements per City of Portland Title 33 Code 33.258.070 Nonconforming Development and for building permit approval (where needed) are assumed to add to project scope. For sites with redevelopment within the last 10 years, 5% contingency carried, for sites with no redevelopment within the last 10 years, 20% contingency carried.

[5] Historic PPS project data.

[6] Project contingency assumption of 15% to account for unforeseen conditions.

GHS Lights-Bond Planning

ESCALATION For scope planning, see previous page

| Escalated + Soft Costs | Starting Balanc | Escalation (4% | Calendar Year | |
|--|-----------------|----------------|---------------|------|
| | 4% | \$1,206,200 | \$48,248 | 2023 |
| | | \$1,254,448 | \$50,178 | 2024 |
| Total at start of work, 2025: \$1,304,626 | | | | |

| GHS Lights Projection | | | | | | |
|--|-------------|------------------|------|-------------------------------------|--------------------|---|
| The investment target is calculated as a percentage of the starting balance for each year. | | | | | | |
| | | Escalation | Year | Remaining Replacements + Escalation | Investment Target | Investment Target % of Remaining Replacements |
| Project costs: | \$1,304,626 | \$52,185 | 1 | \$1,356,811 | \$271,362 | 20.00% |
| Escalation (% p | 4% | \$43,418 | 2 | \$1,128,867 | \$282,217 | 25.00% |
| | | \$33,866 | 3 | \$880,516 | \$264,155 | 30.00% |
| | | \$24,654 | 4 | \$641,016 | \$320,508 | 50.00% |
| | | \$12,820 | 5 | \$333,328 | \$333,328 | 100.00% |
| Total Escalation: | | \$166,944 | | Total Cost: | \$1,471,570 | |

GHS Seating-Bond Planning

SCOPE For escalation, see next page

See numbered notes below. Hard costs are 2022 values.

Updated: 2024-12-11

| DESCRIPTION OF WORK [1] | AREA / QTY | UNIT COST | COST |
|---------------------------------------|------------|-------------|--------------------|
| Seating walls and landscape | allowance | \$2,500,000 | \$2,500,000 |
| Site development at field and seating | allowance | \$500,000 | \$500,000 |
| SUBTOTAL: HARD COSTS [2] | | | \$3,000,000 |
| SCOPE & DESIGN CONTINGENCY (10%) [3] | | | \$300,000 |
| JURISDICTIONAL REQUIREMENTS (5%) [4] | | | \$25,000 |
| SOFT COSTS (18%) [5] | | | \$540,000 |
| PROJECT CONTINGENCY (15%) [6] | | | \$450,000 |
| SUBTOTAL | | | \$4,315,000 |
| ADJUSTMENT TO 2025 START | | | \$352,104 |
| ESCALATION | | | \$597,216 |
| TOTAL | | | \$5,264,320 |

NOTES:

[1] Assumes building athletic facilities to the requirements identified in the PPS 2017 HS Ed Spec and the PPS Long Range Facility Plan with combined use fields to support Soccer/Football/Lacrosse; with Baseball and Softball. Field area in sf is preliminary.

[2] Historic PPS project data: \$31/SF is used to calculate project costs for turf fields. This is based on historic data from turf field projects at Wells, Jefferson, Marshall, and McDaniel. \$790k for field lighting plus \$25k allowance for electrical service based on Musco ROM (quote) from late 2019, adjusted to 2022 costs. FFE is estimated as an allowance of \$25/sf for half of existing interior space area and all of new interior space area where included in projects.

[3] Scope contingency assumption is 10% of anticipated hard costs to account for program support unknowns.

[4] Jurisdictional requirements including but not limited to required improvements per City of Portland Title 33 Code 33.258.070 Nonconforming Development and for building permit approval (where needed) are assumed to add to project scope. For sites with redevelopment within the last 10 years, 5% contingency carried, for sites with no redevelopment within the last 10 years, 20% contingency carried.

[5] Historic PPS project data.

[6] Project contingency assumption of 15% to account for unforeseen conditions.

GHS Seating-Bond Planning

ESCALATION For scope planning, see previous page

| Escalated + Soft Costs | Starting Balanc | Escalation (4% | Calendar Year |
|--|-----------------|----------------|----------------|
| | 4% | \$4,315,000 | \$172,600 2023 |
| | | \$4,487,600 | \$179,504 2024 |
| Total at start of work, 2025: \$4,667,104 | | | |

| GHS Seating Projection | | | | | | |
|--|-------------|-------------------|-------------|--|--------------------------|--|
| The investment target is calculated as a percentage of the starting balance for each year. | | | | | | |
| | | <u>Escalation</u> | <u>Year</u> | <u>Remaining Replacements + Escalation</u> | <u>Investment Target</u> | <u>Investment Target % of Remaining Replacements</u> |
| Project costs: | \$4,667,104 | \$186,684 | 1 | \$4,853,788 | \$970,758 | 20.00% |
| Escalation (% p | 4% | \$155,321 | 2 | \$4,038,352 | \$1,009,588 | 25.00% |
| | | \$121,151 | 3 | \$3,149,914 | \$944,974 | 30.00% |
| | | \$88,198 | 4 | \$2,293,138 | \$1,146,569 | 50.00% |
| | | \$45,863 | 5 | \$1,192,432 | \$1,192,432 | 100.00% |
| Total Escalation: | | \$597,216 | | Total Cost: | \$5,264,320 | |

FHS-Bond Planning

SCOPE For escalation, see next page

See numbered notes below. Hard costs are 2022 values.

Updated: 2024-12-11

| DESCRIPTION OF WORK | AREA / QTY | UNIT COST | COST |
|--------------------------------------|------------|-----------|---------------------|
| Turf Baseball & Softball Field | 138,672 | \$31 | \$4,298,832 |
| Lights | allowance | \$815,000 | \$815,000 |
| Hitting Facility | 6,000 | \$350 | \$2,100,000 |
| SUBTOTAL | | | \$7,213,832 |
| SCOPE & DESIGN CONTINGENCY (10%) [3] | | | \$721,383 |
| FF&E (\$25/sf interior space) [2] | | | \$150,000 |
| JURISDICTIONAL REQUIREMENTS (5%) [4] | | | \$360,692 |
| SOFT COSTS (18%) [5] | | | \$1,298,490 |
| PROJECT CONTINGENCY (15%) [6] | | | \$1,082,075 |
| SUBTOTAL | | | \$10,826,471 |
| ADJUSTMENT TO 2025 START | | | \$883,440 |
| ESCALATION | | | \$1,498,435 |
| TOTAL | | | \$13,208,346 |

NOTES:

[1] Assumes building athletic facilities to the requirements identified in the PPS 2017 HS Ed Spec and the PPS Long Range Facility Plan with combined use fields to support Soccer/Football/Lacrosse; with Baseball and Softball. Field area in sf is preliminary.

[2] Historic PPS project data: \$31/SF is used to calculate project costs for turf fields. This is based on historic data from turf field projects at Wells, Jefferson, Marshall, and McDaniel. \$790k for field lighting plus \$25k allowance for electrical service based on Musco ROM (quote) from late 2019, adjusted to 2022 costs. FFE is estimated as an allowance of \$25/sf for half of existing interior space area and all of new interior space area where included in projects.

[3] Scope contingency assumption is 10% of anticipated hard costs to account for program support unknowns.

[4] Jurisdictional requirements including but not limited to required improvements per City of Portland Title 33 Code 33.258.070 Nonconforming Development and for building permit approval (where needed) are assumed to add to project scope. For sites with redevelopment within the last 10 years, 5% contingency carried, for sites with no redevelopment within the last 10 years, 20% contingency carried.

[5] Historic PPS project data.

[6] Project contingency assumption of 15% to account for unforeseen conditions.

FHS-Bond Planning

ESCALATION For scope planning, see previous page

| Escalated + Soft Costs | Starting Balanc | Escalation (4% | Calendar Year |
|---|-----------------|----------------|----------------|
| | 4% | \$10,826,471 | \$433,059 2023 |
| | | \$11,259,530 | \$450,381 2024 |
| Total at start of work, 2025: \$11,709,911 | | | |

| FHS Projection | | | | | | |
|--|--------------|--------------------|-------------|--|--------------------------|--|
| The investment target is calculated as a percentage of the starting balance for each year. | | | | | | |
| | | <u>Escalation</u> | <u>Year</u> | <u>Remaining Replacements + Escalation</u> | <u>Investment Target</u> | <u>Investment Target % of Remaining Replacements</u> |
| Project costs: | \$11,709,911 | \$468,396 | 1 | \$12,178,308 | \$2,435,662 | 20.00% |
| Escalation (% p | 4% | \$389,706 | 2 | \$10,132,352 | \$2,533,088 | 25.00% |
| | | \$303,971 | 3 | \$7,903,235 | \$2,370,970 | 30.00% |
| | | \$221,291 | 4 | \$5,753,555 | \$2,876,777 | 50.00% |
| | | \$115,071 | 5 | \$2,991,849 | \$2,991,849 | 100.00% |
| Total Escalation: | | \$1,498,435 | | Total Cost: | \$13,208,346 | |

Turf Fields and Track replacements by end of life year

| Site Name | Site Address | REPLACEMENT DATE | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 |
|----------------------------------|---------------------|------------------|------|------|------|------|------|------|
| RIEKE (Parks) Field - Multisport | 1405 SW VERMONT | 2029 | | - | - | - | - | - |
| FRANKLIN Field - Multisport | 5405 SE WOODWARD | 2029 | | - | - | - | - | - |
| MARSHALL Field - Multisport | 3905 SE 91ST AVE | 2030 | - | | - | - | - | - |
| JEFFERSON Track | 5210 N KERBY | 2032 | - | - | - | | - | - |
| FRANKLIN Track | 5405 SE WOODWARD | 2032 | - | - | - | | - | - |
| MARSHALL Track | 3905 SE 91ST AVE | 2033 | - | - | - | - | | - |
| ROOSEVELT Field - Multisport | 6941 N CENTRAL | 2034 | - | - | - | - | - | |
| Grant Upper Field - Ball | 3499 NE US Grant Pl | 2034 | - | - | - | - | - | |
| MCDANIEL Field - Ball | 2735 NE 82ND AVE | 2034 | - | - | - | - | - | |
| MCDANIEL Field - Multisport | 2735 NE 82ND AVE | 2034 | - | - | - | - | - | |
| IDA B WELLS Track | 1151 SW VERMONT | 2035 | - | - | - | - | - | - |
| LINCOLN Field - Multisport | 1600 SW SALMON | 2035 | - | - | - | - | - | - |



Bond Curriculum Update November 25, 2024

Introduction:

Following the November 6th School Facilities Improvement Oversight Committee (SFIOC) Meeting, this [document](#) was prepared in response to questions that emerged. Recent developments have further urged curriculum reductions be identified at a \$7M annual spending rate, or \$56M total within the Spring 2025 Bond Curriculum proposal.

Bond Curriculum at a \$7M Allocation Annually:

While [ODE’s Instructional Materials Schedule](#) requires districts to be in compliance with the adoption cycles, it also allows a two year postponement period with each content area prior to being out of compliance. With a \$7M allocation, we would need to separate the Social Studies Adoption over two years, likely beginning with 6-12th in 2025-26 and then completing K-5th during the 2026-27. The reason for this is illustrated below in a detailed overview of “year 2 2025-26”, showing what had previously been outlined.

| | 2025/2026 | Fall 2026 | | | |
|---|-----------|-----------|-------------------|-------------------|-----------|
| 2 | | | Admin | | 219,817 |
| | | | Social Sciences | K-12 | 9,855,749 |
| | | | Electives | | 1,713,447 |
| | | | Digital Resources | | 2,393,980 |
| | | | VAPA | K-12 | 2,000,000 |
| | | | Contingency | | 300,000 |
| | | | Total | 16,482,993 | |

What can we do with a \$7M Funding Level over 8 years:

First it is important to note, this plan takes into account \$2,875,191 of reductions for curricular support this year. This would be most felt in the areas of Science adoptions, Electives, and Digital Resources (if possible), and would eliminate any contingency.

| Year | Budget Year | Implementation | Content Area | Grade Levels | Estimated Cost | Total |
|------|-------------|----------------|-----------------------------|--------------|----------------|-----------|
| 1 | 2024/2025 | Fall 2025 | Science | 9-12 | 3,224,925 | 7,000,000 |
| | | | Health | K-12 | 0 | |
| | | | TSEL | 9-12 | 1,198,094 | |
| | | | Electives | | 0 | |
| | | | Digital Resources | | 2,439,177 | |
| | | | Curriculum Refresh Requests | K-12 | 900,856 | |
| | | | Contingency | | 0 | |
| | | | PE | 6-12 | 300,000 | |
| | | | DLI WL | 9-12 | 0 | |
| | | | 2020 Bond Remaining Amount | | -1,063,052 | |
| | | | Total | | | |

Planning for \$7M annually would require moving to the following curriculum adoption schedule (or similar approach).

PPS Curriculum Adoption Schedule at \$7M Annually:

| Content Area Adoption | Adopted Year | For use in classrooms by Fall: | Materials Must Be Adopted By Fall (Postponement Period Ends): |
|-----------------------------------|--------------|--------------------------------|---|
| World Languages | 2020 | 2021 | 2023 |
| English Language Arts & ELD | 2021 | 2022 | 2024 |
| Math | 2022 | 2023 | 2025 |
| Science Note: 9-12 in progress | 2023 | 2024 | 2026 |
| Health | 2024 | 2025 | 2027 |
| Social Sciences Part 1 | 2025 | 2026 | 2028 |
| Social Sciences Part 2 | 2026 | 2027 | 2028 |
| English Language Arts Part 1 | 2027 | 2028 | 2030 |
| English Language Arts Part 2 | 2028 | 2029 | 2030 |

| | | | |
|---------------------------------------|------|------------------------------|---|
| World Languages, PE, Arts (postponed) | 2028 | Postponed | Postponement Period Ends Fall 2029 Note: Will go into corrective action with ODE per Division 22s |
| Math | 2028 | Postponed | Note: This also requires extension of current contracts, resulting in costs to be further analyzed. |
| Math Part 1 | 2029 | Part 1 Implemented Fall 2030 | Note: This also requires extension of current contracts, resulting in costs to be further analyzed. |
| Math Part 2 | 2030 | Part 2 Implemented Fall 2031 | Note: Will be out of compliance and in corrective action for Math |
| Science | 2029 | Postponed | 2032 |
| Science Part 1 | 2030 | Part 1 Implemented Fall 2030 | 2032 |
| Science Part 2 | 2031 | Part 2 Implemented Fall 2031 | 2032 |
| Social Science Part 1 | 2031 | Postponed | 2034 |
| Completed with 2020 Bond funds | | | |
| Currently in progress | | | |

Further Considerations:

The Bond 2020 allowed for PPS to come into immediate compliance with this in mind, contracts are set to end at varying times (not all in alignment with ODE’s cycles). The long term planning initially outlined from June-November 2024 allowed for PPS to come into compliance and on schedule with ODE’s curriculum cycles, while also taking into consideration all costs associated Curriculum adoption includes all instructional tiers (Tiers 1-3)¹ .

Planning for \$56 million of new Bond funds, requires PPS separate out core content areas over two years. As shared above, it is allowable to postpone each scheduled content area two years after the adoption year without being out of compliance. The above outlined schedule leans on this approach, by creatively stretching resources, while also meeting the requirements of Division 22. The downside of this also requires that PPS focus on core academic adoptions and for the foreseeable future potentially pause World Language, PE and VAPA adoptions, or to create a different path for alternate funding outside of

the Bond funds. With the two year approach for content area adoptions (Part 1 and Part 2 of Social Studies as an example), it is possible PPS could add in an allocation for World Language, PE and VAPA by requiring secondary to adopt textbooks only, hence potentially creating more room to fund more content areas with bond funds. One challenge is, many vendors no longer offer a textbook only price, as it is often coupled with a digital option. Further analysis is required in alignment with actual vendor costs.

Additionally, as noted within the \$56M bond monies, by the year 2030 Math adoptions will be required and licenses will run out (previously scheduled for 2028-29). To ensure continued compliance with ODE, and to maintain the necessary funding for renewing licenses and adopting new Math curriculum, alternative funding options still need to be identified. The original schedule was designed to address the expiration of current licenses.

The \$56M budget model includes assumptions for significant reductions in digital applications, based on our current plan of reducing and not renewing contracts. However, further analysis will be necessary to ensure these reductions can be achieved in a sustainable way. It's important to note that this model does not account for contingencies, electives, or AP/IB courses, and to fund Tier 3 interventions, an alternative funding source will need to be identified. Additionally, translation of materials is not included in this budget. While the \$56M allocation presents challenges, including potential risks to meeting minimal requirements by 2030, there is a plan to look for other funding options.

Discussion of Next Steps:

With this approach of \$7M Bond Curriculum Allocation, several steps will need to begin as soon as possible. All digital applications, funded by Bond, will need to be reviewed with two primary lenses.

1. Is this digital application essential to Tier 1 Instruction and or does it serve as a Student Information System, or support assessment?
2. Does this digital application support Tier 3 Instruction?

Tier 3 Instructional materials, both digital applications and curriculum renewals and refresh, will need to shift to Title 1 funds as soon as possible, where capacity allows and moving forward will need to sit outside of bond funds. Translation of materials is also not accounted for, which will require alternate approaches. The 9-12 Science adoption will need to prioritize textbooks over digital resources, if possible.



GO Bond Planning

Bond Accountability Committee

December 18, 2024





Agenda

- Welcome and Introductions 2:00 - 2:10
- Public Comment 2:10 - 2:20
- Review Scope & Budget 2:20 - 3:25
 - Charter & Expectations
 - 2024 GO Bond Option
 - Scope of Work
 - Questions & Next Steps
- Adjournment 3:25 - 3:30



Public Comment



Materials

- Memo: GO Bond Planning
- Exhibit A: Proposed GO Bond Option
- Bond Curriculum Update - Nov 15, 2024
- BAC Cost Model Work Book - May 15, 2024
- Presentation - BAC Bond Planning - May 15, 2024



BAC Charter

Charter

The Committee will review future bond planning processes and materials and provide advice to the Board, prior to bond referral, on:

- Cost estimating processes related to proposed modernization efforts, new construction projects and other potential scopes of work
- Bond development risk management strategies including project cost escalation assumptions, contingency assumptions, bond management cost estimates, etc

In other words: we request your assessment of whether you find that it is reasonable to conclude the proposed \$1.8 billion budget is sufficient to complete the scope of work outlined in the GO bond option

BAC Expectations

- Review materials and provide a written a recommendation to the Board of Education
- The BAC is **NOT** expected to act as de facto professional cost estimators



GO Bond Option Parameters

School Facilities Improvement Oversight Committee (SFIOC)

- Target a total bond between \$1.5 - \$1.8 billion
- Plan for an 8-year bond cycle
- Retain the existing tax rate
- Plan for the May 2025 ballot measure



Proposed Option

| | |
|--|------------------------|
| Physical Facility Improvements | \$269,000,000 |
| Deferred Maint & Priority Scope | \$190,000,000 |
| Athletics | \$79,000,000 |
| Educational & Technology Improvements | \$242,000,000 |
| Technology | \$176,000,000 |
| Physical Education | \$10,000,000 |
| Curriculum | \$56,000,000 |
| Modernizations | \$1,150,000,000 |
| Jefferson High School | INCL ABOVE |
| Cleveland High School | INCL ABOVE |
| Cleveland High School - Powell Park Option | INCL ABOVE |
| Ida B Wells High School | INCL ABOVE |
| Elementary and Middle Schools | INCL ABOVE |
| Admin | \$83,050,000 |
| Contingency | \$83,050,000 |
| Total | \$1,827,100,000 |



Deferred Maintenance & Priority Scope: \$190m

As detailed in the Board meeting materials, PPS is confronting substantial facility needs, with an overall cost that exceeds several billion dollars. Although there is some flexibility in how these needs are categorized, we generally classify physical facility improvements into three primary categories:

1. **Deferred Maintenance** (addressing failed or failing assets)
2. **Capital Renewal** (planning for assets beyond their expected useful life)
3. **Priority Scopes of Work** (new improvements or upgrades)

Deferred Maintenance: The District's deferred maintenance backlog is substantial, with thousands of assets in need of replacement, totaling **more than \$1 billion**. PPS's overall facility condition index is rated as "poor." **Addressing deferred maintenance items improves facility condition index score.**

Capital Renewal: According to the APPA benchmark, annual investment in capital renewal should be 3% of the Current Replacement Value (CRV), equating to roughly \$171 million per year. While this is a broad estimate not specific to PPS, it is reasonable to assume **over \$100 million per year** would be needed to maintain the existing conditions of PPS facilities. **Addressing capital renewal needs improves facility condition index score.**

Priority Scopes of Work: Priority projects that fall outside of deferred maintenance include seismic retrofits, athletic facility upgrades, the addition of air conditioning, security improvements, and other critical needs. PPS's Long Range Facilities Plan (and other capital planning documents) identify substantive upgrade needs in these areas. It is reasonable to assume addressing all of this scope would cost **several billions of dollars.**



Deferred Maintenance & Priority Scope: \$190m

SAMPLE

| Deferred Maintenance | Est Project Cost Range | Est # of Projects | Total |
|--|----------------------------|-------------------|----------------------|
| <i>Emergency & Unplanned Projects (annual)</i> | \$5,000,000 - \$10,000,000 | * | \$60,000,000 |
| Roof Replacement | \$5,000,000 - \$7,000,000 | 9 - 12 | \$60,000,000 |
| Exterior Enclosure Improvements | \$2,000,000 - \$4,000,000 | 3 - 5 | \$10,000,000 |
| HVAC System Major Repairs | \$250,000 - \$1,000,000 | 5 - 20 | \$5,000,000 |
| Plumbing System Major Repairs | \$250,000 - \$1,000,000 | 5 - 20 | \$5,000,000 |
| Electrical System Updates | \$1,500,000 - \$2,500,000 | 6 - 10 | \$15,000,000 |
| Fire Alarm Upgrades | \$250,000 - \$500,000 | 5 - 10 | \$2,500,000 |
| Playground Equipment Replacement | \$100,000 - \$250,000 | 10 - 25 | \$2,500,000 |
| New Elevators | \$1,000,000 - \$2,000,000 | 1 - 2 | \$2,000,000 |
| Site Improvements | \$50,000 - \$250,000 | 4 - 20 | \$1,000,000 |
| Priority Scope Improvements | | | |
| New HVAC Systems | \$8,000,000 - \$12,000,000 | 1 - 2 | \$15,000,000 |
| Security Improvements | \$500,000 - \$2,000,000 | 1 - 4 | \$2,000,000 |
| Seismic Improvements | \$5,000,000 - \$10,000,000 | 1 - 2 | \$10,000,000 |
| <i>* Estimated annual allocation</i> | | | \$190,000,000 |



Athletic Improvements: \$79m

| ATHLETIC FACILITY IMPROVEMENTS | | |
|--|---|---------------------|
| High School Athletic Hubs | | |
| Jackson HUB (turf field, lights, site improvements) | X | \$17,700,000 |
| Marshall Campus HUB (turf field, lights) | X | \$6,200,000 |
| Middle School Turf & Lights | | |
| West Sylvan (turf field, lights) | X | \$13,300,000 |
| High School Improvements | | |
| Roosevelt Turf Baseball, Softball and Hitting Facility | X | \$10,200,000 |
| Grant Lights | X | \$1,500,000 |
| Grant Seating | X | \$5,300,000 |
| Franklin Upper (turf, lights, hitting facility) | X | \$13,200,000 |
| Other | | |
| <i>HS Turf and Track Replacement in next 10 years</i> | X | \$11,400,000 |
| | | \$78,800,000 |



Athletic Improvements: \$79m

Hard Costs: The scope of each project varies, but many are based on work PPS has completed in recent years, such as new turf fields, lighting, hitting facilities, etc. As a result, much of the hard cost data is derived from these recent, similar projects.

Soft Costs: Similarly soft cost estimates are based on recent projects. We have applied an 18% design contingency to most projects.

Furniture, Fixtures, and Equipment (FF&E): Some projects will require new athletic equipment to become complete and usable. A FF&E markup has been applied to those projects.



Athletic Improvements: \$79m

Contingencies: Given that many of these projects are still in the early planning stages and based on zero percent design, various contingencies have been included to address potential future cost risks.

- **Scope/Design Contingency:** Given that the estimated costs are based on historical data from similar projects, we apply a 10% scope/design contingency. This helps account for potential site-specific considerations that may require additional work, such as extra walking paths, stairs, or lighting due to unique site grading or other factors.
- **Jurisdictional Requirements:** The base hard cost data is often drawn from larger projects, and does not account for jurisdictional requirements such as land use conditions of approval or unexpected permit requirements. A contingency is applied to address any unanticipated compliance requirements or required improvements.
- **Project Contingency:** A standard practice at PPS is to apply a 10% contingency for new construction projects and a 15% contingency for renovations. Although many of the athletic improvements are new construction, a significant portion of the work involves civil engineering and is therefore subject to higher risk due to unknown underground conditions. As a result, we have applied a 15% project contingency to all projects to account for unforeseen circumstances.



Athletic Improvements: \$79m

Cost Escalation: As detailed project schedules and sequencing are still being developed, and given that the athletic improvements must be coordinated with other capital projects, we estimate that all work will be completed over 8 to 10 years. To account for inflation and potential price increases, we have factored in 5 years of cost escalation (from the base year 2025) at a rate of 4% per year for all projects. We acknowledge that this method overestimates some projects (those being completed sooner) and underestimates the later projects, but we believe this is a reasonable approach to the athletic improvements scope as a whole.



Physical Education: \$10m

In accordance with the Division 22 Physical Education (PE) requirements from the Oregon Department of Education, PPS must fully comply with the mandated PE minutes. To meet this requirement, PPS has undertaken modifications at schools over the last 2 years to expand PE spaces and offerings. To achieve full compliance, additional PE spaces need to be identified at six remaining six: Cesar Chavez, da Vinci, George, Ockley Green, Metropolitan Learning Center, and Winterhaven. Each of these schools has unique space needs, necessitating resources to both initiate and complete the projects.

The GO bond budget allocates \$10 million to cover the cost of this work, approximately \$1.6 million per school. While the specific solutions for each site have not yet been determined, we anticipate that the allocated amount will be sufficient to complete the required improvements, based on previous projects. Any savings from this work will be redirected to the Program Contingency fund. Should additional funding be required, it will be drawn from the available Program Contingency.

We are confident that the allocated budget is sufficient to address the PE facilities needs at the six schools.



Curriculum: \$56m

- Provides \$7M annually over 8 years in support of curriculum adoptions
- New schedule stretches out core content adoptions over two years and required “postponement” of adoptions within an allowable two year window
- Is not intended to be the sole funding source for all adoptions
- Requires immediate reductions, while also maintaining compliance with the Oregon Department of Education’s outlined curriculum adoption cycle

Because the curriculum budget is a fixed annual allocation designated to support new curriculum adoptions, which are supplemented by additional non-bond funding, we are confident that the \$56 million will be effectively used to address the curricular needs as outlined.



Technology Improvements: \$176m

| Project | Years 1-4 Amount | Years 5-8 Amount | Total |
|---|----------------------|---------------------|----------------------|
| Business Modernization/ERP | \$38 million | \$0 | \$38 million |
| Staff & Student Device Refresh | \$35 million | \$35 million | \$70 million |
| Data Center/Classroom Tech/Infrastructure | \$25.5 million | \$25 million | \$50.5 million |
| Cybersecurity | \$3.5 million | \$4 million | \$7.5 million |
| HVAC and Energy Sustainability | \$10 million | \$0 | \$10 million |
| Total | \$112 million | \$64 million | \$176 million |



Modernizations: \$1.150b

| | Cleveland HS | Ida B Wells HS | Jefferson HS |
|---------------------|---------------------------|---------------------------|---------------------------|
| | <i>Schematic Design</i> 1 | <i>Schematic Design</i> 1 | <i>Schematic Design</i> 1 |
| Hard Cost | 384,968,991 2 | 365,300,518 2 | 409,297,113 2 |
| Soft Cost | 33,155,000 3 | 36,300,000 3 | 42,007,914 3 |
| FF&E | 8,700,000 4 | 10,000,000 4 | 9,988,000 4 |
| Swing | 500,000 5 | 2,200,000 5 | 345,000 5 |
| Project Contingency | 41,320,859 6 | 41,200,000 6 | 29,459,770 6, 7 |
| Administration | Incl. in Program | Incl. in Program | Incl. in Program |
| Land | 0 | 0 | 0 |
| SUBTOTAL | 468,644,850 | 455,000,518 | 491,097,797 |
| Escalation | Incl. in HC 7 | Incl. in HC 7 | Incl. in HC 8 |
| TOTAL | 468,644,850 | 455,000,518 | 491,097,797 |



Modernizations: \$1.150b

| Project Budgets | | | |
|-----------------|------------------------|------------------------|-----------------------|
| | Current Project Budget | Target Project Budget | Delta |
| Cleveland HS | \$469,000,000 | \$360,000,000 | -\$109,000,000 |
| Ida B Wells HS | \$455,000,000 | \$360,000,000 | -\$95,000,000 |
| Jefferson HS | \$491,000,000 | \$366,000,000 | -\$125,000,000 |
| | <i>\$1,415,000,000</i> | <i>\$1,086,000,000</i> | <i>-\$329,000,000</i> |

| Project Funding | | | |
|-----------------|----------------------|------------------------|------------------------|
| | 2020 Bond Funding | 2025 Bond Funding | Total |
| Cleveland HS | \$20,000,000 | \$340,000,000 | \$360,000,000 |
| Ida B Wells HS | \$20,000,000 | \$340,000,000 | \$360,000,000 |
| Jefferson HS | \$366,000,000 | \$0 | \$366,000,000 |
| Other | \$0 | \$470,000,000 | \$470,000,000 |
| | <i>\$406,000,000</i> | <i>\$1,150,000,000</i> | <i>\$1,556,000,000</i> |



Bond Administration - \$83M

Program administration includes the resources required to manage and support the bond work, covering staff, bond issuance costs, insurance, and other related expenses.

From 2021 to 2023, Portland Public Schools (PPS) spent approximately \$37 million for bond program administration, averaging approximately \$12 million annually. Annual expenses fluctuate depending on the number and complexity of active projects, as well as the timing of significant expenditures, such as bond insurance payments.

For the 2020 GO bond program, the administration budget is set at \$62 million (6% of the project budget for the bond), of which \$20 million has been spent. With approximately 46% of the budget spent to date, we anticipate that total administration costs will remain close to, but below the allocated amount.

The upcoming 2025 GO bond presents a unique challenge compared to previous bonds, due to its size, scope, and other variables. The budget for administration of the 2025 GO bond is set at \$83 million, which is 5% of the bond project budget OSM will strategically design the mix of direct PPS employees and contracted administrative positions to provide the expertise necessary at an efficient cost. It will be important to keep a close eye on administration costs as the program evolves, the modernization budgets become solidified, and additional projects become clear to ensure that the program's administrative budget evolves with the program's project makeup.

We are confident that the full GO bond program can be successfully managed and delivered within the available funding.



Program Contingency - \$83M

Program contingency is a risk management tool used to buffer against unanticipated costs, such as:

- Higher than anticipated cost escalation
- Costs associated with longer than estimated project schedules
- Building code or zoning code changes
- Emergency facility needs
- Or any other unforeseen cost, either discretionary or nondiscretionary

The proposed option includes an \$83 million program contingency (5% of the total bond amount), designed to address (i) unanticipated cost overruns, and (ii) any additional discretionary scope within the GO bond's language and parameters.

We are confident that the program contingency is sufficient to cover unforeseen expenses and that the \$1.8 billion budget will be adequate to complete the proposed GO bond scope of work.



Questions & Next Steps

Questions

Next Steps

- BAC recommendation to Board of Education



PORTLAND PUBLIC SCHOOLS

OFFICE OF OPERATIONS

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MEMO

Date: December 13, 2024
To: Bond Accountability Committee
From: Dan Jung, Chief Operating Officer
Subject: General Obligation Bond Planning

Overview

The Bond Accountability Committee Charters states that the Committee will review future bond planning processes and materials and provide advice to the Board, prior to bond referral, on:

- Cost estimating processes related to proposed modernization efforts, new construction projects and other potential scopes of work.
- Bond development risk management strategies including project cost escalation assumptions, contingency assumptions, bond management cost estimates, etc.

This memo provides information on up to date general obligation bond (GO bond) planning and cost estimating.

Background

Portland Public Schools (PPS) began holding public meetings to plan for the next GO bond in early 2025. Over the following months, both the scope and estimated budget for the GO bond evolved significantly. On May 29, 2024, PPS staff met with members of the Budget Advisory Committee (BAC) to review the proposed scopes of work and cost estimation methodologies. By June 2025, as the total budget for the GO bond approached \$3 billion, the Board directed staff to shift the target date for the GO bond ballot to May 2025, and paused planning discussions. Recognizing that the scope of work might continue to change, further BAC discussions on the GO bond were also put on hold.

Planning restarted when PPS's Board of Education subcommittee, the School Facilities Improvement Oversight Committee (SFIOC), began meeting in October 2024. The SFIOC established key planning parameters, including:

- A total bond target between \$1.5 and \$1.8 billion
- A plan for an 8-year bond cycle
- Retaining the existing tax rate
- Aiming for a May 2025 ballot measure

The SFIOC has held three meetings to date. Following its most recent meeting on December 2, the committee appears prepared to recommend a GO bond with an estimated scope of work totaling around \$1.8 billion for referral to the Board of Education.

PPS now seeks the BAC's review of the details outlined below. We ask for your input on the reasonableness of the cost estimation methods used to develop the proposed scopes of work, as well as the risk management strategies in place.

Specifically, we request your assessment of whether you find that it is reasonable to conclude the proposed \$1.8 billion budget is sufficient to complete the scope of work outlined in the GO bond option.

Scope of Work

A. Physical Facility Improvements - \$290M

Deferred Maintenance & Priority Scopes of Work - \$190M

As detailed in the Board meeting materials, PPS is confronting substantial facility needs, with an overall cost that exceeds several billion dollars. Although there is some flexibility in how these needs are categorized, we generally classify physical facility improvements into three primary categories:

1. **Deferred Maintenance** (addressing failed assets)
2. **Capital Renewal** (planning for assets beyond their expected useful life)
3. **Priority Scopes of Work** (new improvements or upgrades)

Deferred Maintenance: The District's deferred maintenance backlog is substantial, with thousands of assets in need of replacement, totaling more than \$1 billion. PPS's overall facility condition index is rated as "poor," and staff have estimated that it would require approximately \$700 million over the next 10 years to improve the District-wide rating to a "fair" level.

Capital Renewal: According to the APPA benchmark, annual investment in capital renewal should be 3% of the Current Replacement Value (CRV), equating to roughly \$171 million per year. While this is a broad estimate not specific to PPS, it is reasonable to assume over \$100 million per year would be needed to maintain the existing conditions of PPS facilities.

Priority Scopes of Work: Priority projects that fall outside of deferred maintenance include seismic retrofits, athletic facility upgrades, the addition of air conditioning, security improvements, and other critical needs. PPS's Long Range Facilities Plan (and other capital planning documents) identify substantive upgrade needs in these areas.

Given the scope of PPS's facility needs, an allocation of \$190 million, over 8 to 10 years, represents a significant but relatively modest investment, considering the size of the District's portfolio and its current condition. The 2025 GO bond is planned to provide flexibility in use of these funds, allowing the district to address its highest facility priorities over the next decade.

At this stage, specific scopes of work and detailed cost estimates have not yet been defined. However, it is anticipated that the funding will support the completion of over 100 capital projects.

Below is a sample overview of how these funds could be distributed over the term of the bond.

SAMPLE

| Deferred Maintenance | Est Project Cost Range | Est # of Projects | Total |
|--|-------------------------------|--------------------------|----------------------|
| <i>Emergency & Unplanned Projects (annual)</i> | \$5,000,000 - \$10,000,000 | * | \$60,000,000 |
| Roof Replacement | \$5,000,000 - \$7,000,000 | 9 - 12 | \$60,000,000 |
| Exterior Enclosure Improvements | \$2,000,000 - \$4,000,000 | 3 - 5 | \$10,000,000 |
| HVAC System Major Repairs | \$250,000 - \$1,000,000 | 5 - 20 | \$5,000,000 |
| Plumbing System Major Repairs | \$250,000 - \$1,000,000 | 5 - 20 | \$5,000,000 |
| Electrical System Updates | \$1,500,000 - \$2,500,000 | 6 - 10 | \$15,000,000 |
| Fire Alarm Upgrades | \$250,000 - \$500,000 | 5 - 10 | \$2,500,000 |
| Playground Equipment Replacement | \$100,000 - \$250,000 | 10 - 25 | \$2,500,000 |
| New Elevators | \$1,000,000 - \$2,000,000 | 1 - 2 | \$2,000,000 |
| Site Improvements | \$50,000 - \$250,000 | 4 - 20 | \$1,000,000 |
| Priority Scope Improvements | | | |
| New HVAC Systems | \$8,000,000 - \$12,000,000 | 1 - 2 | \$15,000,000 |
| Security Improvements | \$500,000 - \$2,000,000 | 1 - 4 | \$2,000,000 |
| Seismic Improvements | \$5,000,000 - \$10,000,000 | 1 - 2 | \$10,000,000 |
| <i>* Estimated annual allocation</i> | | | \$190,000,000 |

Athletic Improvements - \$79M

The 2025 GO bond proposal includes specific projects and budgets for the planned athletic improvements. The estimating model for these athletic projects follows a similar approach to the modernization projects:

Hard Costs + Soft Costs + Contingencies = Total Project Cost

Attached are detailed budget breakdowns for each identified project. A few important notes:

Hard Costs: The scope of each project varies, but many are based on work PPS has completed in recent years, such as new turf fields, lighting, hitting facilities, etc. As a result, much of the hard cost data is derived from these recent, similar projects. All assumptions regarding hard costs are clearly noted in the attached documents.

Soft Costs: Similarly soft cost estimates are based on recent projects. We have applied an 18% design contingency to most projects; exceptions are noted.

Furniture, Fixtures, and Equipment (FF&E): Some projects will require new athletic equipment to become complete and usable. A FF&E markup has been applied to those projects.

Contingencies: Given that many of these projects are still in the early planning stages and based on zero percent design, various contingencies have been included to address potential future cost risks. These contingencies encompass:

- **Scope/Design Contingency:** Given that the estimated costs are based on historical data from similar projects, we apply a 10% scope/design contingency. This helps account for potential site-specific considerations that may require additional work, such as extra walking paths, stairs, or lighting due to unique site grading or other factors.
- **Jurisdictional Requirements:** The base hard cost data is often drawn from larger projects, and does not account for jurisdictional requirements such as land use conditions of approval or

unexpected permit requirements. A contingency is applied to address any unanticipated compliance requirements or required improvements.

- **Project Contingency:** A standard practice at PPS is to apply a 10% contingency for new construction projects and a 15% contingency for renovations. Although many of the athletic improvements are new construction, a significant portion of the work involves civil engineering and is therefore subject to higher risk due to unknown underground conditions. As a result, we have applied a 15% project contingency to all projects to account for unforeseen circumstances.
- **Cost Escalation:** As detailed project schedules and sequencing are still being developed, and given that the athletic improvements must be coordinated with other capital projects, we estimate that all work will be completed over 8 to 10 years. To account for inflation and potential price increases, we have factored in 5 years of cost escalation (from the base year 2025) at a rate of 4% per year for all projects. We acknowledge that this method overestimates some projects (those being completed sooner) and underestimates the later projects, but we believe this is a reasonable approach to the athletic improvements scope as a whole.

Based on the estimating approach and risk management strategies, we are confident that the full scope of the athletic improvement projects can be completed within the allocated budget.

B. Educational & Technology Improvements - \$242M

Technology Improvements - \$176M

This budget has been created from an eight-year bond timeline and includes 2 four-year cycles.

| Project | Years 1-4 Amount | Years 5-8 Amount | Total |
|---|-------------------------|-------------------------|----------------------|
| Business Modernization/ERP | \$38 million | \$0 | \$38 million |
| Staff & Student Device Refresh | \$35 million | \$35 million | \$70 million |
| Data Center/Classroom Tech/Infrastructure | \$25.5 million | \$25 million | \$50.5 million |
| Cybersecurity | \$3.5 million | \$4 million | \$7.5 million |
| HVAC and Energy Sustainability | \$10 million | \$0 | \$10 million |
| Total | \$112 million | \$64 million | \$176 million |

Project Notes:

- The Business Modernization/ERP system serves as the fundamental backbone supporting the HR and all financial systems within the district. During Bond 2020, the ERP was designated for planning stages; however, the 2020 bond funds were not designated to cover the complete implementation costs. This request encompasses the necessary funding for the acquisition, implementation, and staffing of the system project, as well as the transition of the district from the previous ERP (PeopleSoft) system.
- Staff and student device refresh: Presently, General Funds are inadequate to address district-wide device replacement for students and staff since their initial deployment in 2020-2021. It is imperative that staff and students have access to reliable and secure technology

for classroom usage and homework assignments. While we strive to extend the lifecycle of devices to 5 years, this is becoming increasingly more difficult to accomplish due the rate of change of technology and the additional usage placed on devices by staff and students.

- K-12 cyber attacks persist as a significant concern for school districts nationwide. The need remains to continuously update existing systems and adopt innovative practices to prevent cyber security attacks from disrupting our educational processes, data, and systems.
- The PPS Data Center, being the focal point of all technical operations across the district, is projected to reach its end of life in 2025. It necessitates the replacement of the chiller, UPS, and other essential infrastructure components to ensure the continuity of technical operations.
- Bond 2020 did not include provisions for the replacement of classroom technology or infrastructure in any of the schools improved with funds from Bonds 2012 or 2017. The technology in Bond 2012 schools is now outdated and requires replacement to comply with the District's technology standards. While Bond 2017 schools have relatively newer technology compared to Bond 2012, the Wifi system will approach its end of life between 2025-2027, necessitating additional funds for its replacement. Additionally, large space areas (gymnasiums, theaters, etc.) were not within the scope of the 2020 Classroom Modernization project. This bond will provide specific projection and sound capabilities tailored to these larger spaces.
- HVAC and Energy Sustainability: Across the district, the majority of our network distribution closets lack adequate cooling to maintain efficient and sustainable operations. Most dedicated network rooms do not have any form of access control. This bond will enable us to implement both temperature control and the necessary access control measures to secure these critical and sensitive locations.

Physical Education - \$10M

In accordance with the Division 22 Physical Education (PE) requirements from the Oregon Department of Education, PPS must fully comply with the mandated PE minutes. To meet this requirement, PPS has undertaken modifications at schools over the last 2 years to expand PE spaces and offerings. To achieve full compliance, additional PE spaces need to be identified at six remaining six: Cesar Chavez, da Vinci, George, Ockley Green, Metropolitan Learning Center, and Winterhaven. Each of these schools has unique space needs, necessitating resources to both initiate and complete the projects.

The GO bond budget allocates \$10 million to cover the cost of this work, approximately \$1.6 million per school. While the specific solutions for each site have not yet been determined, we anticipate that the allocated amount will be sufficient to complete the required improvements, based on previous projects. Any savings from this work will be redirected to the Program Contingency fund. Should additional funding be required, it will be drawn from the available Program Contingency.

We are confident that the allocated budget is sufficient to address the PE needs at the six schools.

Curriculum - \$56M

The proposed project scope is \$7M each year through 2030-31, totalling \$56M. This [Bond Curriculum Update at \\$7M Annually](#), outlines revised curriculum schedule, further considerations and next steps. It's important to note, bond funds are not intended to be the sole source supporting curriculum adoptions moving forward, and this approach provides foundation support.

Because the curriculum budget is a fixed annual allocation designated to support new curriculum adoptions, which are supplemented by additional non-bond funding, we are confident that the \$56 million will be effectively used to address the curricular needs as outlined.

C. Modernizations - \$1.150B

The May 29 BAC meeting focused on the modernization projects. The meeting materials are attached for reference. During the session, staff reviewed the cost estimating methodology and underlying assumptions that led to the project cost estimates outlined below:

| | Cleveland HS | Ida B Wells HS | Jefferson HS |
|---------------------|---------------------------|---------------------------|---------------------------|
| | <i>Schematic Design</i> 1 | <i>Schematic Design</i> 1 | <i>Schematic Design</i> 1 |
| Hard Cost | 384,968,991 2 | 365,300,518 2 | 409,297,113 2 |
| Soft Cost | 33,155,000 3 | 36,300,000 3 | 42,007,914 3 |
| FF&E | 8,700,000 4 | 10,000,000 4 | 9,988,000 4 |
| Swing | 500,000 5 | 2,200,000 5 | 345,000 5 |
| Project Contingency | 41,320,859 6 | 41,200,000 6 | 29,459,770 6, 7 |
| Administration | Incl. in Program | Incl. in Program | Incl. in Program |
| Land | 0 | 0 | 0 |
| SUBTOTAL | 468,644,850 | 455,000,518 | 491,097,797 |
| Escalation | Incl. in HC 7 | Incl. in HC 7 | Incl. in HC 8 |
| TOTAL | 468,644,850 | 455,000,518 | 491,097,797 |

Acknowledging the high total project costs for the three schools, the District has recently decided to reassess the project designs and budgets. To achieve this, the project teams have been tasked with developing updated, high-level designs that aim to reduce overall costs while maintaining the core scope and academic programs. The revised funding and budget targets for each project are as follows:

| Project Budgets | | | |
|------------------------|-------------------------------|------------------------------|-----------------------|
| | Current Project Budget | Target Project Budget | Delta |
| Cleveland HS | \$469,000,000 | \$360,000,000 | -\$109,000,000 |
| Ida B Wells HS | \$455,000,000 | \$360,000,000 | -\$95,000,000 |
| Jefferson HS | \$491,000,000 | \$366,000,000 | -\$125,000,000 |
| | \$1,415,000,000 | \$1,086,000,000 | -\$329,000,000 |

| Project Funding | | | |
|------------------------|--------------------------|--------------------------|------------------------|
| | 2020 Bond Funding | 2025 Bond Funding | Total |
| Cleveland HS | \$20,000,000 | \$340,000,000 | \$360,000,000 |
| Ida B Wells HS | \$20,000,000 | \$340,000,000 | \$360,000,000 |
| Jefferson HS | \$366,000,000 | \$0 | \$366,000,000 |
| Other | \$0 | \$470,000,000 | \$470,000,000 |
| | \$406,000,000 | \$1,150,000,000 | \$1,556,000,000 |

By reimagining the high school modernization projects with an emphasis on preserving essential academic programs, Portland Public Schools (PPS) stands to realize up to \$470 million in savings. These savings will be reinvested into the modernization of elementary and middle schools, ensuring that improvements are made district-wide.

To restate and clarify, PPS plans to allocate \$1.15 billion in the upcoming General Obligation (GO) bond for the modernization of Jefferson, Ida B. Wells, and Cleveland High Schools. When combined with the allocation from the 2020 GO bond, the total funding for these projects will be \$1.556 billion. The revised

target budget for these three projects is \$1.086 billion, resulting in a \$470 million difference between the total funding and the target budgets.

If one or more of the high school projects encounter budget challenges, this \$470 million will serve as a flexible buffer to cover any potential shortfalls. However, the primary goal is to use the savings from the budget difference to support the modernization of future elementary and/or middle schools. The specific schools, scope of work, and number of schools to be modernized will be determined at a later stage.

This approach not only provides a significant cost buffer to ensure that the high school projects remain within budget, but also enables continued investment in the modernization of schools across the district.

Based on this approach, we are confident that the three high school modernization projects will be completed within the available funding.

D. Administration and Contingency - \$166M

Administration - \$83M

Program administration includes the resources required to manage and support the bond work, covering staff, bond issuance costs, insurance, and other related expenses.

From 2021 to 2023, Portland Public Schools (PPS) spent approximately \$37 million for bond program administration, averaging approximately \$12 million annually. Annual expenses fluctuate depending on the number and complexity of active projects, as well as the timing of significant expenditures, such as bond insurance payments. It's important to note that these costs are not uniform throughout the program's lifecycle. Initial costs tend to be lower, accelerate as new projects kick off, and taper off as the program nears completion.

Given that PPS oversees multiple overlapping GO bond programs, this structure provides opportunities for cost efficiencies. However, it also requires careful oversight to track individual program expenses, as some costs are shared across different GO bond authorizations

For the 2020 GO bond program, the administration budget is set at \$62 million (6% of the project budget for the bond), of which \$20 million has been spent. With approximately 46% of the budget spent to date, we anticipate that total administration costs will remain close to, but below the allocated amount.

The upcoming 2025 GO bond presents a unique challenge compared to previous bonds, due to its size, scope, and other variables. The budget for administration of the 2025 GO bond is set at \$83 million, which is 5% of the bond project budget, an ambitious but achievable target. The 2025 GO bond has a significant amount of large modernization work, which is less burdensome for administrative budgeting than smaller projects. OSM will strategically design the mix of direct PPS employees and contracted administrative positions to provide the expertise necessary at an efficient cost. It will be important to keep a close eye on administration costs as the program evolves, the modernization budgets become solidified, and additional projects become clear to ensure that the program's administrative budget evolves with the program's project makeup.

We are confident that the full GO bond program can be successfully managed and delivered within the available funding.

Contingency - \$83M

Program contingency is a risk management tool used to buffer against unanticipated costs, such as:

- Higher than anticipated cost escalation

- Costs associated with longer than estimated project schedules
- Building code or zoning code changes
- Emergency facility needs
- Or any other unforeseen cost, either discretionary or nondiscretionary

The majority of the funding in the proposed plan is allocated to modernizations, totaling \$1.150 billion. As mentioned earlier, the goal is to complete the three high school modernization projects with just \$640 million of the proposed GO bond funding, significantly below the total amount allocated for modernizations. Any savings from the high school projects will be redirected to modernizing elementary and middle schools. This strategy creates a strong risk management framework for modernizations, eliminating the need for additional program contingencies.

Of the remaining budget, \$190 million is earmarked for deferred maintenance, functioning as a "spend-up" allotment, and the curriculum budget represents an annual allocation that supports ongoing work, supplemented by non-bond resources. Leaving a remaining scope of work - including athletics, technology, physical education and administration costs - totaling approximately \$350 million.

The proposed option includes an \$83 million program contingency (5% of the total bond amount), designed to address (i) unanticipated cost overruns, and (ii) any additional discretionary scope within the GO bond's language and parameters.

A few important notes:

- PPS traditionally supplements the program contingency with any bond sale premiums and interest earnings. While these additional revenue sources are not guaranteed, historical trends suggest they will likely add tens of millions to the total budget.
- PPS has submitted an application for the Oregon School Capital Improvement Matching (OSCIM) Program. If awarded this would increase the program contingency by as much as \$12 million.
- All program contingency funds are ultimately allocated to GO bond projects.

We are confident that the program contingency is sufficient to cover unforeseen expenses and that the \$1.8 billion budget will be adequate to complete the proposed GO bond scope of work.

Resources

- Exhibit A: Proposed General Obligation Bond Option (12.13.2024)
- Athletic Facility Improvements
- Bond Curriculum Update (11.25.2024)
- May 29, 2024 Material: Presentation
- May 29, 2024 Material: Cost Model Workbook

Report to The Portland Public Schools Board of Directors

Date: December 18, 2024

From: Bond Accountability Committee

Subject: BAC Report #46 (Proposed 2025 General Obligation Bond)

The Bond Accountability Committee (Committee), appointed by the Portland Public Schools (PPS) Board of Education met on December 18th, to review the latest background information presented by PPS staff with respect to the funding amount proposed for the 2025 General Education Bond Measure. We offer the following comments by bond category:

Physical Facility Improvements

There are two components in this category: Deferred Maintenance & Priority Scope budgeted at \$190,000,000 and Athletics budgeted at \$79,000,000. We recognize that PPS has identified over \$1 billion in deferred maintenance needs. The amount budgeted will begin work addressing some of the highest priorities. The \$79,000,000 to be allocated towards athletic improvements will be used for targeted school needs.

The Committee finds that the funds budgeted in Deferred Maintenance & Priority Scope will go towards the project categories as identified in the staff provided information breakdown.

The Committee finds that the Athletics budget including the assumed inflation and contingency factors should be adequate for the projects proposed given the experience PPS has with respect to previous athletic field projects.

Educational & Technology Improvements

There are three components in this category: Technology Improvements budgeted at \$176,000,000, Physical Education at six specific school sites budgeted at \$10,000,000 and Curriculum budgeted at \$56,000,000.

The Committee finds that the funds budgeted for technology improvements based on staff provided information will meet the minimum technology needs of the District over the life of the bond measure.

The Committee finds that the funds allocated for the physical education improvements to meet the Oregon Department of Education (ODE) requirements for the six identified schools to be adequate.

The Committee finds that the funds allocated for Curriculum to be adequate to meet the new schedule as identified by the ODE, understanding that bond funds will cover about 75% of the total cost and the remainder will come from other sources.

Modernizations

There are three main elements in the Modernization category. They are the modernization of Jefferson High School, Cleveland High School, and Ida B. Wells High School. The intent is that the modernization of these three schools will be constructed less than budgeted and the remaining funds will then be used to fund other school modernization projects. The total budgeted for modernization is \$1,150,000,000. There is a desire that the schools should be budgeted as follows: Jefferson High School at \$366,000,000; Cleveland High School at \$360,000,000 and Ida B. Wells High School also at \$360,000,000. However, previous work of this Committee was based on a previous scope of work, which was also refined by community input, and based on that the budget for these schools was set at \$491,000,000 for Jefferson High School; \$469,000,000 for Cleveland High School; and \$455,000,000 for Ida B. Wells High School. The Committee agrees with staff that there may be ways to reduce the costs for these three schools, however, at this time we have no information that would show the costs could be reduced to the lower targeted numbers. Therefore, our recommendation can only be made on the data we have for the scopes of work we have reviewed

The Committee finds that the \$1,150,000,000 should be adequate to complete the modernization at Jefferson, Cleveland, and Ida B. Wells High Schools.

Administration

An allowance of \$83,050,000 for administration of the bond measure, or about 5% has been proposed. Based on the previous bond measures, PPS has considerable experience in this area.

The Committee finds the allowance of \$83,050,000 for bond administration to be appropriate.

Contingency

An overall project contingency of 5% or \$83,050,000 has been allowed in this bond measure. Although at this stage this can seem like a small amount for a measure of this size, there are project contingencies built into each of the categories, together with the expected savings from re-scoping the three high school modernization projects.

The Committee finds the allowance of 5%, \$83,050,000 to be appropriate for this bond measure.

Conclusion

With the explanations written in this memo, the Committee finds the funds allocated for the proposed purposes in the proposed 2025 General Obligation Bond Measure to be appropriate.

RESOLUTION No. 7031

Resolution Approving Racial Equity and Social Justice Community Advisory Committee Members

RECITALS

- A. In 2021, the Oregon Legislature passed SB 732 which requires each school district to convene an educational equity advisory committee, and specifies certain committee responsibilities, membership selection requirements, and an optional annual report that committees are allowed to produce.
- B. This committee's duties are to advise the school board and the superintendent and to inform the board and the superintendent. The committee includes action by and reporting to both the board and the superintendent.
- C. On August 9, 2022, the Board of Education approved the Racial Equity and Social Justice Community Advisory Committee Charter. The charter specifies that the committee will have up to 15 Total Members with the following specific representation:
 - Up to 5 Current PPS Students (e.g. middle and/or high school students)
 - Up to 5 Family and Community Representatives (e.g parent, RESJ partner)
 - Up to 5 PPS Staff (e.g. classified employee, educator, school principal)
- D. On October 15, 2024 the RESJ team released the application for the PPS community to apply to be part of this committee. The application process was open for 3 weeks and 63 applications were received. The applications were scored by a diverse set of PPS staff and a Board Director. Based on their review and scoring, staff recommend moving forward with the following applicants as members of the RESJ Community Advisory Committee.

RESOLUTION

The Portland Public Schools Board of Education appoints Eva Red Bird, Suman Malempati, Theresa Logan, JaVonne Williams, Adriel Person, Arissa June Oliveros, Paula Inman-Balanzar, Veronica Bustillos, Kiesha Locklear, and Jacky Flores-Contreras to the Racial Equity and Social Justice Community Advisory Committee through June 30, 2027, and Maledine Obadiah, Rudy Duncan, Khadija Wanly, Kyle Farias Brockert, and Izla Tizita Cahill to the Racial Equity and Social Justice Community Advisory Committee through June 30, 2026.

RESOLUTION No. 7032

Adoption of the Index to the Minutes

The Following Index to the Minutes are offered for Adoption:

- December 17, 2024 – Special Meeting and Budget Work Session



Index to the Minutes

(Draft for Approval)

Special Meeting and Budget Work Session

December 17, 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/EO772k4-DIY>

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, Herman Greene, Gary Hollands, Andrew Scott, and Patte Sullivan; Student Representative JJ Kunsevi

Absent: None

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Resolutions Adopted

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| 7021 | Expenditure Contracts | 04 |
| 7022 | Authorizing Off-Campus Travel | 05 |
| 7023 | Acceptance of the Annual Comprehensive Financial Report, Reports to Management and the Report on Requirements for Federal Awards | 06 |

Agenda

Time Started Agenda Title

6:05 pm Called to Order by Chair Eddie Wang
6:07 pm Annual Comprehensive Financial Report Presentation (Resolution 7023)
6:35 pm Audit Committee Report
6:39 pm Review Draft General Obligation Bond Referral Language
7:50 pm Review Fall Measure of Academic Progress (MAP) Data
8:37 pm Budget Work Session to Establish Priorities
9:18 pm Adjourned by Chair Eddie Wang

Student and Public Comment

None

Action Items

- **Consent Agenda – Resolutions 7020 through 7022**

Director Brim-Edwards moved and Director Hollands seconded the motion to approve the Consent Agenda, including Resolutions 7020 through 7022. The motion was put to a voice vote and passed (6 yes – 0 no).

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

- **Resolution 7023 - Acceptance of the Annual Comprehensive Financial Report, Reports to Management and the Report on Requirements for Federal Awards**

Director Scott moved and Director Hollands seconded the motion to approve Resolution Number 7023. The motion was put to a voice vote and passed (7 yes – 0 no).

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

RESOLUTION No. 7020

Adoption of the Index to the Minutes

The Following Index to the Minutes are offered for Adoption:

- December 03, 2024 – Regular Meeting

RESOLUTION No. 7021

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 |
|-------------------|---------------------------|---|---|------------------------|--|---------------------------|
| Ameresco, Inc. | 12/18/24 through 12/31/26 | Energy Savings Performance Contract ESPC 95955 | Full digital control upgrades at 18 District sites. Request for Proposals 2022-007 | \$16,792,485 | D. Jung Fund 459 Dept. 5511 Project DS018 | 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 |
|--------------------------------|------------------------|--|--|------------------------|--|
| City of Portland | 7/1/24 through 6/30/29 | Intergovernmental Agreement IGA 95967 | Administration of the District’s Construction Workforce Equity Program. | \$425,000 | D. Jung Fund 459 Dept. 5511 Project DF122 |
| Gresham-Barlow School District | 7/1/24 through 6/30/25 | Intergovernmental Agreement IGA 95974 | Columbia Regional Inclusive Services will provide regional services to eligible individuals with Autism Spectrum Disorder. | \$283,000 | J. Buno Fund 205 Dept. 5433 Grant G2308 |

AMENDMENTS TO EXISTING CONTRACTS

No New Amendments

RESOLUTION No. 7022

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; % |
|----------------|---|--------------------------|---------------------------|-----------------------|-------------------------------------|
| 1/1-1/5/25 | Jefferson HS Women’s Basketball, 15 | Basketball tournament | Walnut Creek, CA | \$1500 | N/A |
| 1/9-1/12/25 | Lincoln HS Speech & Debate, 12 | National Competition | Arizona State University | \$500 | N/A |
| | | | | | |

RESOLUTION No. 7023

Acceptance of the Annual Comprehensive Financial Report, Reports to Management and the Report on Requirements for Federal Awards

RECITALS

- A. The Board of Education is committed to accountability for how Portland Public Schools spends its tax dollars and other resources, and recognizes that transparency, accuracy, and timeliness in financial reporting are important components of financial accountability.
- B. The District Auditor, Talbot, Korvola & Warwick, LLP, has completed their independent audit of the financial reporting for the year ended June 30, 2024, and provides assurance that the District's accounting and reporting are in compliance with generally accepted accounting principles.

RESOLUTION

The Board of Education accepts the Annual Comprehensive Financial Report, Reports to Management, and Report on Requirements for Federal Awards of School District No. 1J, Multnomah County, Oregon for the fiscal year ended June 30, 2024, and authorizes the reports to be distributed to required state and federal agencies and filed for future reference.

RESOLUTION No. 7034

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 |
|-----------------------------|-----------------------|-------------------------|---|------------------------|--|---------------------------|
| G.B. Manchester Corporation | 1/8/25 through 1/8/26 | Construction C 96031 | Security cameras & intrusion alarm system upgrades – Phase 3A. Invitation to Bid – Construction 2024-034 | \$934,526 | D. Jung Fund 459 Dept. 5511 Project DS019 | No |
| | | | | | | |

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

NEW COOPERATIVE PURCHASING AGREEMENTS

| Contractor | Contract Term, Renewal Options | Administering Contracting Agency | Description of Goods or Services | Estimated Spend During Contract Term | Responsible Administrator, Funding Source |
|-------------------|---------------------------------------|---|---|---|--|
| Mythics, LLC | 1/8/25 through 11/30/28 | Maricopa County, AZ / OMNIA Partners COA 96038 | Purchase of Oracle products and services. | \$500,000 | D. Brown Fund 101 Dept. 5581 |

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

No New IGAs

AMENDMENTS TO EXISTING CONTRACTS

No New Amendments

RESOLUTION No. 7035

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 Intergovernmental Agreements

AMENDMENTS TO EXISTING CONTRACTS

| Contractor | Amendment Term | Contract Type | Description of Services | Amendment Amount; New Contract Amount | Responsible Admin, Funding Source |
|-------------------|-------------------------|---|---|--|--|
| State of Oregon | 10/1/24 through 3/31/26 | Intergovernmental Agreement / Revenue IGA/R 94884 Amendment 1 | Early Literacy Success Initiative funding. This amendment adds funds for the 24/25 school year and for the 25/26 school year through Quarter 3. | \$5,874,982 \$9,156,848 | K. Howard |

RESOLUTION No. 7036

Settlement Agreement

The authority to pay \$165,000.00 is granted to the Superintendent to enter into an agreement to resolve claims brought on behalf of a student in a form approved by the General Counsel's Office.

RESOLUTION No. 7037

Recommendation of Bond Accountability Committee Members as
part of the 2012, 2017 and 2020 Bond Programs

RECITALS

- A. As part of the 2012 Bond Program (Measure 26-144) resolution 4651 created a citizen oversight committee to assist the board in monitoring the planning and progress of the 2012 Capital Bond Program.
- B. Board Resolution No. 4651 (September 24th, 2012) calling for the creation of a citizen oversight committee to assist the board in monitoring the planning and progress of the 2012 Capital Bond program.
- C. Board Resolution No. 5394 (February 28, 2017) calling a Measure Election to Submit to the Electors of the District the Question of Authorizing \$790,000,000 of General Obligation Bonds and Providing for Related Matters.
- D. Board Resolution No. 5475 (June 20, 2017) calling to amend the BAC charter to include oversight of the 2017 Modernization and Health and Safety Bond as well as increase committee membership to 10 appointees.
- E. Board Resolution No. 5960 (September 10, 2019) calling to amend the BAC charter to include review of future bond planning and cost development. Additional ancillary changes and clarifications are included as well.
- F. Board Resolution No. 6153 (August 3, 2020) and Board Resolution No. 6161 (August 11, 2020) calling a Measure Election to Submit to the Electors of the District the Question of Authorizing \$1,208,000,000 of General Obligation Bonds and Providing for Related Matters.

RESOLUTION

The Board of Education approves the appointment of three extended and four incoming Bond Accountability Committee Members (Cara Turano for 4 year term extended, Ryan Kinsella for 4 year term extended, Jonathan Trutt for 4 year term extended, Annie Kwon for 3 year term incoming, Jessica Dunham for 3 year term incoming, Chris Dunning for 3 year term incoming, Travis George for 2 year term incoming)



PORTLAND PUBLIC SCHOOLS

OFFICE OF OPERATIONS

501 North Dixon Street / Portland, OR 97227

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STAFF MEMO

Date: December 19, 2024
To: Board of Education
From: Dan Jung, Chief Operating Officer
Subject: Bond Accountability Committee Membership

Background

The 2012 General Obligation Bond ballot measure and explanatory statement language was referred to the Multnomah Elections Division on August 21, 2012. The measure's summary statement identified the requirement for PPS to provide citizen accountability and oversight. With the passage of the 2012 Capital Construction Bond, staff developed a Bond Accountability Committee (BAC) charter with Board input to address this requirement. As noted in the charter, BAC consists of approximately 7 - 10 individuals with a good reputation in the community for fairness and transparency and people with a combination of experience in building design; construction; construction financing; public contracting, budgeting and/or auditing.

The terms of three current BAC members—Cara Turano, Jonathan Trutt, and Ryan Kinsella—are set to expire at the close of 2024. Throughout their tenure, each has been an exceptionally engaged and impactful contributor, offering invaluable expertise, thoughtful feedback, and sound judgment to further the BAC's mission. In light of their significant contributions, staff recommends reappointing Cara, Jonathan, and Ryan for additional four-year terms.

In addition to the expiring terms, the BAC also has several vacancies. In September, PPS initiated a public recruitment process to fill these open positions. After engaging with several highly qualified candidates, the Office of School Modernization recommends the following individuals for appointment to the Bond Accountability Committee:

Annie Kwon

Annie is a registered architect based in Portland, with experience working locally as well as with a prestigious global design firm headquartered in New York City. She currently teaches architectural design at the University of Oregon's Portland satellite campus and serves on the Executive Committee of the AIA Oregon Urban Design Panel. In addition to her professional accomplishments, Annie is also a PPS parent.

Jessica Dunham

Jessica is a seasoned capital project manager for the City of Portland, bringing over 20 years of expertise in design and construction. Her experience spans overseeing a wide range of construction projects, including expansions and modifications. Jessica has a deep understanding of public procurement processes and has built strong relationships

with MWESB/COBID-certified vendors. Jessica is also a PPS parent.

Chris Dunning

Chris is a certified public accountant with extensive experience in Portland and internationally. As Deputy Chief Financial Officer at the Bonneville Power Administration, Chris played a key role in financial planning and accounting for the capital program, which neared \$1 billion annually. In his current role as Chief Financial Officer at Energy Trust of Oregon, Chris leads accounting, financial compliance, and financial planning processes, engaging in significant discussions and negotiations with stakeholders, including the Oregon Public Utility Commission. Chris has served on the Cleveland High School Modernization Comprehensive Planning Committee and is currently involved in the Cleveland High School Modernization Design Advisory Group. Chris is a PPS parent.

Travis George

Travis currently serves as the Director of Capital Finance at the Port of Portland, overseeing the management of its substantial debt portfolio, including all aspects of its bond program. Recently, he led the financing for the new terminal expansion at PDX, a project that involved issuing approximately \$1.7 billion in bonds. Before joining the Port, Travis was the Debt Manager at the East Bay Municipal Utility District, a major public water and wastewater utility in the Bay Area, where he managed the District's bond program and capital budgeting. In addition to his role at East Bay, Travis chaired the San Francisco Public Utility Commission's Revenue Bond Oversight Committee, a citizen oversight group similar to the BAC, and served as a member of the City of Oakland's Budget Oversight Committee. Earlier in his career, Travis worked as an Analyst at Moody's Investors Service, where he spent five years assigning bond ratings to a variety of local governments across the western U.S., including numerous school districts in Oregon and other states. Travis is also a PPS parent.

With the above appointments, the BAC membership will reach a total of nine, leaving room for additional members. Staff will continue to actively recruit potential candidates and encourage Board members to refer any prospective applicants to staff for consideration.

Staff Recommendation

Staff recommends the appointment of Annie Kwon, Jessica Dunham, Chris Dunning, Travis George Jonathan Trutt, and Ryan Kinsella to the committee for the following term durations:¹

- Annie Kwon, 3 years
- Jessica Dunham, 3 years
- Chris Dunning, 2 years
- Travis George, 2 years
- Jonathan Trutt, 4 years
- Ryan Kinsella, 4 years
- Cara Turano, 4 years

Resources

- Bond Accountability Committee Charter: <https://www.pps.net/Page/464>

¹ Committee memberships are staggered to allow for an overlap of terms