

Regular Meeting
Tuesday, February 4, 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 - Proclamation and Recognition of February as Black History Month
(Resolution 7044) Vote - Public Comment Accepted
3. 6:15 pm - Superintendent's Report
4. 6:25 pm - Student Representative's Report
5. 6:30 pm - Student Comment
6. 6:45 pm - Public Comment
7. 7:00 pm - Comments from our Union Partners
8. 7:05 pm - Board Committee and Conference Reports
9. 7:15 pm - Resolution to Appoint Representatives to the 2024-2025 Parent Advisory
Committee (PAC): Distribution of Donations for Staffing (Resolution 7043) Vote -
Public Comment Accepted
10. 7:25 pm - Presentation: Draft 2025-26 School Calendar
11. 7:50 pm - High School Construction Cost Analysis Report
12. 8:20 pm - 2025-26 Budget Overview
13. 9:00 pm - Consent Agenda - Resolutions 7039 - 7042 Vote - Public comment accepted
 - 13.(a) Resolution 7039 - Authorizing Off-Campus Activities
 - 13.(b) Resolution 7040 - Adoption of the Minutes
 - 13.(c) Resolution 7041 - Settlement Agreement
 - 13.(d) Resolution 7042 - Revenue Contracts
14. 9:05 pm - Other Business / Committee Referrals
15. 9:10 pm - Adjourn

RESOLUTION No. 7044

Proclamation and Recognition of February as Black History Month

RECITALS

- A. The Board of Education of Portland Public Schools is committed to fostering a diverse, welcoming and inclusive educational environment that reflects the rich cultural heritage of all people.
- B. Black History Month is an annual celebration of the achievements and cultural contributions of African Americans to society and to the history of the United States.
- C. Black history is US history.
- D. The contributions of African Americans have shaped every aspect of our nation's culture, and progress, from the arts, sciences, politics, and business, to the advancement of civil rights and the fight for social justice.
- E. The local community has enriched the diversity of perspective and experience in our District; and the Board of Education desires to recognize and honor the achievements and contributions of African Americans.
- F. It is important for students, educators, and the community to recognize and understand the significance of these contributions and how they have influenced and continue to shape the course of history.
- G. The Board of Education encourages all adults within the district to engage in educational activities, programs, and events with our students that promote awareness and understanding of Black history, culture, and the experiences of African Americans.
- H. This observance offers an opportunity for all of us to learn, reflect, and celebrate the diversity that strengthens our community and nation.
- I. Through leadership and practice, Portland Public Schools is dedicated to goals that advance racial justice, especially for Black communities in the Portland Metro area.

RESOLVED

1. The Board of Education of the Portland Public Schools hereby recognizes the month of February 2025 as Black History Month and encourages all educators to commemorate this occasion with appropriate ceremonies, instructional activities, and programs.
2. The Board of Education of Portland Public Schools supports the integration of African American history into the curriculum throughout the entire year, not just during February, in order to provide a comprehensive understanding of the African American experience in the United States.

RESOLUTION No. 7043

Resolution to Appoint Representatives to the 2024-2025 Parent Advisory Committee (PAC): Distribution of Donations for Staffing

RECITALS

- A. On May 7, 2024, the Portland Public Schools Board of Education adopted the Districtwide Advocacy and Fundraising Policy (7.10.020-P).
- B. The Districtwide Advocacy and Fundraising Policy requires the establishment of a committee for the following purpose:
 - a. *A formula for the distribution of any funding to individual schools shall be developed in advance of the school year by a Parent Advisory Committee, shared with school administrators for feedback, and a recommendation made to the Board of Education for its approval.*
- C. The Charter for the Districtwide Advocacy and Fundraising Policy indicates that members will initially be appointed to staggered terms of one and two years with all subsequent terms being two years. Each member may serve up to four years total on the Committee.
- D. The Charter for the Climate Crisis Response Committee indicates that two positions of the committee will be specifically for student members with terms of one year.
- E. The first inaugural Committee shall be determining the same formula for the distribution of funds for 2024-25 and 2025-26 school years, in order to meet the requirement of having the formula in place in advance of the school year. This will empower donors with the knowledge of where their donations will be allocated for the following school year.

RESOLUTION

- 1. The Board appoints Sun Lee, Casey Vanos, David Lamadrid and Suzanne Clarke to a one (school) year term, ending 6/30/2025.
- 2. The Board of Education appoints Ayla Ercin, Audrey Gnich, Daniel Levine, Curtrina Guff and Alisa Welch to a two (school) year term, ending 6/30/2026.
- 3. The Board appoints the following students Sachin Wheatley (student) and Annika Houghton (student) to a one (school) year term, ending 6/30/2025.



Date: January 14, 2025

To: PPS Board of Education

CC: Deborah Kafoury, Chief of Staff

From: Robyn Faraone, Director of Strategic Partnerships

Subject: **Recommended Candidates to serve on the PAC: Distribution of Donations for Staffing**

BACKGROUND

The [Districtwide Advocacy and Fundraising Policy](#) (7.10.020-P) passed by the Board of Education in May 2024 authorizes the formation of a new board committee. The purpose of the PAC is to make a recommendation to the Board of Education for distribution of philanthropic dollars fundraised for staff positions to fulfill the intent of the Districtwide Advocacy and Fundraising Policy (7.10.020-P). The [Parent Advisory Committee \(PAC\): Distribution of Donations for Staffing Charter](#) was approved by the Board of Education on December 3, 2024. The charter outlines that the committee shall be composed of eleven people, including a parent/guardian representative from each of the District's eight clusters and Multiple Pathways to Graduation, plus two students (high school).

APPLICATION PROCESS

The District created the PAC Committee application and shared this opportunity with the community via the following methods:

- Prominent post on pps.net, at the top of homepage
- PPS and The Fund for PPS Social Media posts
- Posted on Trivory App (primarily used by High School Students & Families)
- Shared with School Administrators for student and parent community recruitment
- Emailed opportunity to School Foundation leaders and Reform PPS Funding advocates

The application closed on 12/20/2024, resulting in a total of twenty-five adult applicants plus six student applicants. All clusters and over twenty schools were represented. The applicant pool is a representative group of diverse racial identities, lived experiences, grade levels, and school communities.

SELECTION PROCESS

Director Michelle DePass and Director Gary Hollands served as the review panel selecting representatives from the applicant pool. The selection process included the following analyses:

- completeness of applications and expressed interest in serving,
- relevant skills and knowledge - including volunteer, educational, and lived experience,

- racial equity and social justice lens and expressed ability to listen to and value differing perspectives.

Below you will find the individuals selected to serve as representatives on the PAC: Distribution of Donations for Staffing. The normal term for adults will be two school years, with the option to reapply for a maximum of four years. Given that this is the first year, some representatives have been selected to serve one year terms (ending 6/30/2025) and others will serve for two school years (ending 6/30/2026). Students will serve as representatives for one school year (ending 6/30/2025).

Nine Adult Representatives:

Cluster	School/s	Name	Term
Cleveland	Duniway ES, Sellwood MS	Ayla Ercin	2 Years (6/30/2026)
Franklin	Franklin HS	Sun Lee	1 Year (6/30/2025)
Grant	Alameda ES	Audrey Gnich	2 Years (6/30/2026)
Ida B Wells	Bridlemile ES	Daniel Levine	2 Years (6/30/2026)
Lincoln	Lincoln HS	Casey Vanos	1 Year (6/30/2025)
McDaniel	McDaniel HS	David Lamadrid	1 Year (6/30/2025)
Roosevelt	Roosevelt HS	Suzanne Clarke	1 Year (6/30/2025)
Focus Option (Benson/Jefferson)	Benson HS	Curtrina Huff	2 Years (6/30/2026)
Multiple Pathways to Graduation	MLC (K-12)	Alisa Welch	2 Years (6/30/2026)

Two Student Representatives:

Cluster	School/s	Name	Term
Ida B Wells	Ida B Wells HS	Sachin Wheatley	1 Year (6/30/2025)
Roosevelt	Roosevelt HS	Annika Houghton	1 Year (6/30/2025)

STAFF RECOMMENDATION

It is my recommendation the Board approve these candidates for the PAC: Distribution of Donations for Staffing.

As a member of the PPS Executive Leadership Team, I have reviewed this staff report.

DK (Initials)

ATTACHMENTS

- A. Resolution



Districtwide Advocacy and Fundraising

Parent and community-based organizations and individuals make important contributions to support PPS school communities and programs, as well as students and staff. Elements of that support include advocacy in support of PPS schools and fundraising to pay for a wide variety of activities and projects. This policy is designed to foster a spirit of community and shared purpose and facilitate collective impact on behalf of PPS students. Given our common mission and vision, the District encourages parents and community groups to advocate, fundraise and support improving the educational experience districtwide in alignment with our racial equity and social justice values.

Local School Foundations and school or program fundraising:

An inclusive districtwide foundation, designated by the Board of Education, shall serve as the districtwide advocacy and fundraising entity and serve as the fiscal agent for the Local School Foundations (LSFs).

Fundraising for Staff and Contracted Staff:

Effective July 1, 2024, donations for staff positions may be collected only by the designated districtwide foundation in a single, combined fund account. Donations shall be accepted from Local School Foundations, Independent School Foundations, nonprofits, corporations/businesses and individuals. A formula for the distribution of any funding to individual schools shall be developed in advance of the school year by a Parent Advisory Committee, shared with school administrators for feedback, and a recommendation made to the Board of Education for its approval.

(Donations for staff positions collected by Local School Foundations between July 1, 2023 and June 30, 2024, plus any carryover balances held in the associated grant accounts S0083, shall be expended in the 2024-2025 school year for staffing positions per donors' intent.¹)*

Registration and Reporting

All groups affiliated with PPS and individual schools or programs that fundraise \$20,000 or more in aggregated funds in a school year for PPS school-related activities are

¹ This language may be moved to the resolution



Board Policy

7.10.020-P

Districtwide Advocacy and Fundraising

encouraged to register with the District by September 30 in the following school year, sharing their officer names and contact information,

The Board of Education shall receive annually a report at the end of the District's fiscal year sharing the districtwide foundation's donations, expenditures, and major projects.

Other Requirements

Entities that fundraise to support individual schools shall:

- Provide ways for all members from the benefitting school or program who wish to participate in a fundraising event or activity to have an avenue to participate.
- Shall not communicate, share, or maintain expected per-family or per-student fundraising targets.
- Include and inform the broader school community about fundraising decision-making processes, especially including families for whom the educational equity programs are meant to benefit.
- Adhere to District policies, administrative directives, and other requirements.

Other Provisions

For purposes of this policy, District and contracted staff includes all manner of contracted positions if the position compensation exceeds \$15,000 in a school year.

The designated district foundation shall have a Board of Directors of sufficient size given PPS's enrollment, and members should have diverse experience to support the activities of the foundation.

Legal Reference: ORS 332.107

History: Adopted 6/71; Amended 9/9/02; BA 2422; Amd 5/2024



Parent Advisory Committee (PAC): Distribution of Donations for Staffing Charter

Purpose Statement

To provide a recommendation to the Board of Education for distribution of donations for staff positions to fulfill the intention of the [Districtwide Advocacy and Fundraising Policy](#) (7.10.020-P).

Context

In May 2024, the PPS Board of Education (the Board) passed an amendment to 7.10.020-P Districtwide Advocacy and Fundraising Policy. Excerpt below:

Local School Foundations and school or program fundraising:

An inclusive districtwide foundation, designated by the Board of Education, shall serve as the districtwide advocacy and fundraising entity and serve as the fiscal agent for the Local School Foundations (LSFs).

Fundraising for Staff and Contracted Staff:

Effective July 1, 2024, donations for staff positions may be collected only by the designated districtwide foundation in a single, combined fund account. Donations shall be accepted from Local School Foundations, Independent School Foundations, nonprofits, corporations/businesses and individuals. A formula for the distribution of any funding to individual schools shall be developed in advance of the school year by a Parent Advisory Committee, shared with school administrators for feedback, and a recommendation made to the Board of Education for its approval.

Executive Sponsor for Project:

Deborah Kafoury, Chief of Staff

Project Lead:

Robyn Faraone, Director, Strategic Partnerships



Committee Membership

The Parent Advisory Committee (PAC) is composed of no more than eleven members: nine parents/caregivers plus two students with at least one representative from each of the following:

1. Cleveland Cluster
2. Franklin Cluster
3. Grant Cluster
4. Jefferson Cluster
5. Lincoln Cluster
6. McDaniel Cluster
7. Multiple Pathways to Graduation
8. Roosevelt Cluster
9. Wells Cluster
10. Student
11. Student

Selection & Leadership: From an applicant pool, members are selected and appointed by the Board. The Board Chair shall select two board members to review applications and recommend representatives to the Board to serve on the committee. The Student Representative will be invited to participate in the selection of committee members. A Committee chairperson will be appointed annually by the Board and will not hold that position for more than three years. The chairperson will serve as the sole point of contact between the Committee and District staff between meetings.

Representative Group: Committee shall reflect District demographics, including racial/ethnic and socio-economic diversity, and experiences with special education. Representatives will include a mix of parents/guardians of students from elementary, middle and high schools.

Terms: Members will initially be appointed to staggered terms of one and two years with all subsequent terms being two years. Each member may serve up to four years total on the Committee. Student members will be appointed to a one-year term.



Conflicts of Interest:

- All Committee members shall employ discretion, avoid conflicts of interest and the appearance of conflicts of interest, and exercise care in representing the views of their broader Cluster community, not solely their personal views or interests.
- The Committee members shall receive no direct or indirect compensation from the District for their services as members of the Committee.
- The Committee members may not have an active or pending contract with the District, including being an employee, director or owner of an entity with an active or pending contract with the District, nor enter into a contract during their term on the Committee.
- The Committee may not include any employee or official of the District, or any vendor, contractor or consultant of the District.

Time Commitment:

The Committee time commitment will vary depending on the time of year. We anticipate having bi-weekly meetings for eight weeks (January - February) before making a final recommendation to the Board. Following that period, the committee will most likely meet quarterly. The PPS Strategic Partnerships Department will be responsible for scheduling meetings and will provide support and project management, including defining and aligning scope, collecting data and progress updates, and coordinating community engagement.

Deliverables:

A recommendation to the Board of Education for distribution of fundraised dollars for staff positions to fulfill the commitment of the [Districtwide Advocacy and Fundraising Policy](#) (7.10.020-P).

**Portland Public Schools
2025 - 2026 District Calendar - DRAFT**

JULY 2025				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

AUGUST 2025				
M	T	W	T	F
				1
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11	12	13	14	15
18	19	20	21	22
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SEPTEMBER 2025				
M	T	W	T	F
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22	23	24	25	26
29	30			

OCTOBER 2025				
M	T	W	T	F
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NOVEMBER 2025				
M	T	W	T	F
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17	18	19	20	21
24	25	26	27	28

DECEMBER 2025				
M	T	W	T	F
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22	23	24	25	26
29	30	31		

JANUARY 2026				
M	T	W	T	F
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19	20	21	22	23
26	27	28	29	30

FEBRUARY 2026				
M	T	W	T	F
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9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

MARCH 2026				
M	T	W	T	F
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16	17	18	19	20
23	24	25	26	27
30	31			

APRIL 2026				
M	T	W	T	F
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MAY 2026				
M	T	W	T	F
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JUNE 2026				
M	T	W	T	F
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22	23	24	25	26
29	30			

	Schools closed due to holiday or break period		Early Release Days: 9/17, 10/22, 12/10, 1/14, 2/11, 3/11, 4/22, 5/13
	First/last day of school for students (8/26 & 6/9): 7th-8th & 10th-11th grade at comprehensive middle schools and high schools start on 8/27		End of quarter: 10/29, 1/23, 4/2, 6/9
	Day/evening conferences (no school for students) (11/24, 11/25)		Planning day (no school for students); Planning days always occur after the end of a quarter: 8/20 (Half-Day), 8/25, 10/31, 1/27, 4/6
	Statewide inservice (no school for students)		Possible snow make-up day: 2/16, 6/11, 6/12
	Kindergarten first day (9/2): Kindergarten Ramp Up Aug 27 - Aug 29; K Students attend 1 day between Aug. 27 - Aug. 29 in small groups. Pre-Kindergarten/Head Start first day (9/4)		Grading Day: 10/30, 1/26, 4/3, 6/10
	Mid-Term Progress Reports (9/25, 12/11, 2/26, 5/7)	* OR **	* Staff meeting for high schools only. ** Staff meeting for all schools.
	New Educator Orientation (8/14, 8/15). Make-up date: 10/10	@	Additional Professional Development Day(s) for Designated CSI & TSI Schools will be on the following dates: 8/19, 3/2
	Indicates a major religious or cultural holiday or event to avoid scheduling conflicts. For holidays lasting multiple days, only the first and last day are indicated. See back page for details.	P	Teacher Professional Development: 8/20 (Half-Day), 8/21, 8/22

Major Religious Holidays and Cultural Events 2025-26

Schools work to avoid scheduling special school events on major religious holidays and cultural events to be inclusive of all students. This includes the scheduling of field trips, back-to-school night, outdoor school, assemblies, major tests, PTA and site council meetings, student performances, etc. This list of holidays/events does not include all students' traditions and there may be other dates to avoid scheduling conflicts for students.

Sep. 22 - 24 Rosh Hashanah*	Feb. 17 Lunar New Year
Oct. 1-2 Yom Kippur*	Feb. 14 Ash Wednesday
Oct. 13 Indigenous Peoples' Day	Feb. 28 - Mar. 29 Ramadan*
Oct. 21 Diwali	Apr. 3 Good Friday
Nov. 28 Native American Heritage Day	Apr. 5 Easter
Dec. 14 - 22 Hanukkah*	Mar. 19 - 22 Eid al-Fitr*
Dec. 25 Christmas	April 12-20 Passover*
Dec. 26. - Jan. 1 Kwanzaa	May 26-27 Eid al-Adha*
January 6 - Epiphany	June 19 Juneteenth

**Observance of Jewish and Muslim holidays begin at sundown on the first day listed and end at nightfall on the last date specified.*

Q&A Document
January 21, 2025

Agenda Item	Question	Answer
Draft 2025-26 School Calendar	What are the plans to communicate soft start change (and soft start period) for Kinder families? I'd be interested in how families would feel about the additional day of soft start - I think it's really hard to get childcare that week and it often comes as a somewhat late surprise. Has staff considered the impact on working families and can they explain more about that?	<p>Next year will be our 4th year of offering a four-day Ramp Up to support Kindergarten transition. This period of time provides every family with a 1:1 conversation with their Kindergarten teacher and every student with a practice Kindergarten day in a small group setting. The decision to move to this practice came out of wide stakeholder engagement and a deep dive into the research on kindergarten transitions via our district P-3 Advisory Council.</p> <p>Prior to the origin of PPS Kindergarten Ramp Up, Kindergarteners still started after their 1st-12th grade peers--but, these non-school days supported pre-assessment of students versus connective activities for students and families.</p> <p>While we understand that this can be a hard week for families to arrange child care, we also believe strongly in the need to support our incoming Kindergarten students and families as they transition into new learning environments. Information about the Ramp Up is always available on both our district Kindergarten website and school Kindergarten websites--and will be updated with accurate dates once the 2025-26 calendar is approved by the Board.</p>



PORTLAND PUBLIC SCHOOLS
DIVISION OF INSTRUCTION & SCHOOL COMMUNITIES

501 North Dixon Street / Portland, OR 97227

Telephone: (503) 916-3702

Website: <https://www.pps.net/>

Date: February 4, 2025
To: School Board
From: Dr. Franco, Chief of Schools
Subject: 2025-26 School District Calendar

Staff is submitting this recommended 2025-26 School District Calendar for the Board to consider and vote on at the February 18, 2025 Board meeting.

The proposed calendar includes the following agreements that align with the Portland Association of Teachers (PAT) Collective Bargaining Agreement :

- 193 contract days
- 176 Instructional days, which include 3 conference days
- Eight early release days for PK, K-5, K8, K12, and middle schools for staff learning
- 10, 60 minute staff learning times for PK, K5, K8, K12 and middle schools throughout the year
- 30, 90-minute staff learning/meetings for high schools throughout the year.

For the 2025-26 school year, two CSI/TSI days have been added to support the ODE-designated schools and provide them with the opportunity for professional development and learning. These are currently listed as August 19, 2025, and March 2, 2026. These additional professional development days are contingent on budget decisions and are placeholders for the time being. Should funds be allocated during the budget process, professional educators from schools identified for improvement (CSI and TSI schools) would be required to attend. These are additional days added to the calendar and do not reduce the existing instructional days.

Feedback was received from building administrators, the Portland Association of Teachers (PAT), the Portland Federation of School Professionals (PFSP), Racial Equity and Social Justice Partners (RESJ), and community members which has been incorporated into the proposed 2025-2026 Calendar.

The recommended calendar for the 2025-26 school year includes the following:

- Maintains the start of the school year before Labor Day
- Attempts to preserve or maximize uninterrupted whole weeks for instruction; no scheduled classes are proposed during Thanksgiving week to support family childcare planning and permit academic-teacher conferences to take place
- Aims to balance instructional days by quarter and semester: Q1 = 45 days, Q2 = 43 (this does not include conference days), Q3 = 40 days and Q4 = 45 days
- Aligns with the requirements in the various bargaining units' contracts
- Coordinates spring break with local university calendars, to align with schedules of older siblings and university student interns who work in our classrooms; Oregon spring break is traditionally the last full 5-day work week in March

- Ensures instructional hours for all students meet state requirements
- Attempts to maximize instructional days before Advanced Placement, International Baccalaureate, and other end-of-year summative assessments take place
- Avoids conflicts with major religious and cultural holidays to the extent possible
 - District practice has been to communicate to building administrators in multiple ways to avoid scheduling special school events on dates of major religious and cultural holidays
- A 4-day “Kindergarten Ramp Up” where all Kindergarten students will have one day in school over the four days with smaller numbers of students to orient them to school. Historically, Kindergarten has started 3 days after grades 1-12. The three days were mostly used for 1:1 assessments with students. Adding a day will provide all students with a smaller group 1-day orientation, relationship building, and 1:1 family connections. This practice day counts as one day of instruction.
- To align with the PK agreement with PAT, PK will start on September 4, 2025, this will meet with the provision of designating 10 days before the first instructional day: 2.5 PD days, 1.5 set up/planning days, and 6 No Child Days (for home visits, etc).
- A 1-day Ramp Up for 6th, 9th, and 12th graders at comprehensive middle and high schools to support the transition for students to a new building for 6th and 9th graders and to kick off the final year for seniors

Staff recommends adopting this proposed calendar now so that staff and families may plan for the upcoming year.

*Addendum 2/4/25

Based on initial feedback [this](#) draft has been created to show alignment and consideration with input from internal and external groups.

Additional feedback was received from families, administrators, teachers, and PPS staff, primarily through the Let’s Talk program.

- Many parents expressed concerns about the number of days off and early release days in the proposed 2025-2026 school calendar.
- Several parents suggested that professional development days and early release days be moved to Mondays or Fridays, as this would be easier for working parents to manage childcare.
- Some parents proposed starting the school year after Labor Day due to hot classrooms in August.
- Other feedback included requests for fewer half days and more full days off, adding certain holidays to the calendar, and keeping the regular start times for elementary schools.
- One person expressed that a teacher's work day after winter break is essential.



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 23, 2025

To: Board of Education

From: Dan Jung, Chief Operating Officer

Subject: High School Cost Comparison Report

Summary

Attached is the High School Cost Comparison report (the "Report"), prepared by Cornerstone Management Group (CMG). The purpose of this report is to provide a high-level comparison of the costs associated with five schools: Beaverton High School (BHS), Lincoln High School (LHS), Jefferson High School (JHS), Ida B. Wells High School (WHS), and Cleveland High School (CHS). The analysis has two main objectives:

1. To clarify the differences in project costs.
2. To identify potential areas for cost savings.

Project Cost Differences

It is important to note that no single factor can fully explain the differences in project costs. As outlined in the Report, a range of variables impact the costs of each project, including building size, unique spaces, sustainability standards, escalation, demolition, and site constraints. Among the most significant cost-driving factors are:

- **Escalation:** The Report highlights an average annual cost inflation rate of 8%. With this compounded interest rate, and assuming all other factors remain constant, a project's cost will double in 9 years. For a 5-year period, this results in a 47% increase in costs.
- **Unique Spaces:** Certain projects feature specialized spaces that come with a higher cost to construct. These spaces include kitchens/serving areas, health centers, teen parent centers, athletic facilities, and basements.
- **Sustainability Standards:** Incorporating all-electric building systems, green energy/solar requirements, and carbon-conscious materials significantly increases the total project costs.

Areas for Cost Savings

Some cost variables, such as escalation and site constraints, are largely beyond PPS's control. However, there are several factors that PPS can influence. The CMG report highlights a number of opportunities for cost savings, including:

- **Building Size & Spaces:** Reducing the overall building size or eliminating costly spaces can lead to significant savings.
- **Sustainability Standards:** Adjusting design standards, such as scaling back LEED requirements, electrification goals, or carbon emission targets (including opting for mass timber structures), can also result in cost reductions.
- **Equity in Contracting Goals:** The Report notes that "PPS could adjust its standards and goals for the project to realize cost savings," which suggests flexibility in how equity goals are approached without compromising project objectives.

Additionally, the Report recommends further examination of pre-construction services, general condition costs, and project schedules to identify additional opportunities for cost efficiencies, noting savings are possible but not guaranteed.

Cost Reduction Studies

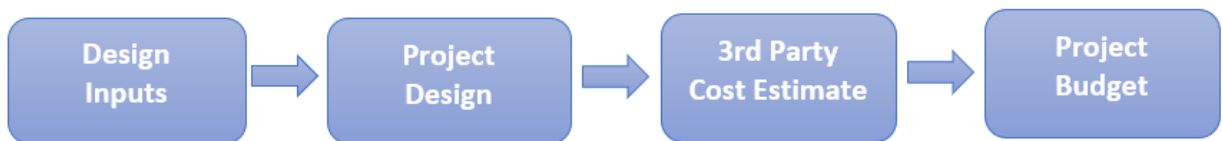
As discussed during recent Board meetings, in November 2024 the modernization project teams for CHS, JHS, and WHS were directed to pause work on the Board-approved Comprehensive Plans in order to complete cost reduction studies. The cost reduction studies will include strategies that respond to all of the recommendations of the Report plus additional potential strategies.

The teams will bring their recommendations to the Board for final decisions on project designs and costs.

Design Inputs

It may be helpful to highlight how design elements are integrated into the designs and budgets of modernization projects.

Working backwards: **Project Budgets** are informed by 3rd -party construction **Cost Estimates**, which align with the **Project Designs**, which are informed by **Design Inputs**.



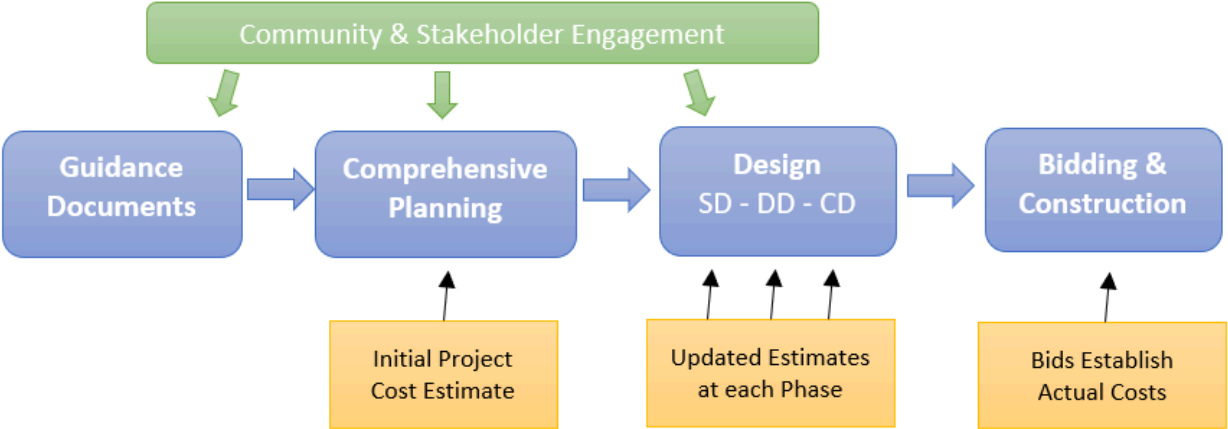
In other words, any material changes to the project budgets will likely necessitate adjustments to the Design Inputs.

Design inputs are the documents, resources, and feedback that guide the project design. These include:

- PPS's Education Specifications
- PPS's Design Standards
- Board Policies and Administrative Directives
- Lessons learned from previous projects
- Site-specific characteristics
- Special programs unique to each school
- Stakeholder feedback, including input from students, staff, PPS partners, the community, and subject matter experts
- And more

Some design inputs are defined early on, such as PPS’s Education Specifications, while others - like student and community feedback - emerge throughout the design process. This input is gathered through an iterative process that includes school staff meetings, Design Advisory Group sessions, community workshops, student forums, Steering Committee meetings, subject matter expert interviews, and Board subcommittee discussions.

A key milestone for all modernization projects is the development of the **Comprehensive Plan**, which consolidates all these inputs. The Comprehensive Plan represents years of foundational work (e.g., Education Specifications and lessons learned from prior projects), hundreds of stakeholder meetings, and thousands of hours of effort. It outlines the scope, schedule, and budget for the project and is formally approved by the Board before the design phase begins.¹



Any significant changes to the budgets for CHS, JHS, or WHS will likely require revisiting the design inputs and revising the Comprehensive Plans.

Staff looks forward to discussing the cost reduction options outlined in the Report with the Board, including strategies such as reducing square footage, eliminating high-cost spaces, and adjusting policy requirements related to sustainability, seismic resilience, and equity contracting goals.

¹ Staff recommends the Board revisit the [Modernization Design Process Overview memo](#) included in the December 17, 2024 Board materials. This memo serves as a valuable resource for understanding the PPS modernization process and how project budgets and costs are estimated.



CORNERSTONE
Management Group, Inc.

Portland Public Schools
Attn: Dan Jung – Chief Operations Officer
501 North Dixon St
Portland, OR, 97227

Re: PPS High School Cost Comparison

Cornerstone Management Group (CMG) was tasked to review the current Portland Public Schools (PPS) High School Modernization projects that are in the process of Schematic Designs. These projects are the Cleveland High School (CHS project), the Jefferson High School (JHS) project, and the Ida B. Wells (IBW) project.

As part of the review, CMG has reviewed documents provided by PPS, and compared these projects to the completed Lincoln High School (LHS) project, and also the Beaverton High School (BHS) project which is currently under construction.

The CMG scope of work for this High School Cost Analysis is listed below:

1. Receive and review PPS cost estimates and project information for:
 - a. PPS Lincoln High School Modernization Project
 - b. PPS Jefferson High School Modernization Project
 - c. PPS Cleveland High School Modernization Project
 - d. PPS Ida B. Wells High School Modernization Project
 - e. Peer District High School Modernization Project
 - l. Beaverton High School Modernization Project
2. Provide Deliverable including a summary of document and cost reviews, interviews, conclusions, and recommendations regarding total Project Costs per PPS Scope of work dated 9/9/24. Deliverable to include:
 - a. Analysis of Project variables including building size (SF), project scope of work, date of completion (and assumed escalation factor), temp housing or classroom requirements, design standards, and other relevant factors
 - b. Projects Hard Costs comparison
 - c. Projects Soft Costs comparison and analysis
 - d. Review of Market Conditions
 - e. Review of PPS Budget Control measures
 - f. Review of PPS Construction and Contract Administration processes

CMG attended the following meetings to gather information and understand project details:

- Initial scope review meeting with PPS held September 6, 2024
- PPS staff discussion meeting October 24, 2024
- Skanska meeting to discuss BHS and CHS November 21, 2024



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- PPS and CHS team meetings November 22, 2024
- PPS and JHS team meeting December 5, 2024
- PPS team, Hoffman and Bora team meeting December 13, 2024
- PPS team meeting to review updated HS cost summary December 16, 2024

The following documents were received and reviewed by CMG:

- Beaverton HS 50% CD cost estimate from Skanska dtd 10/17/24
- Lincoln HS Final Pay Application #56 dtd 6/30/24
- Cleveland HS 75% SD cost estimate from Skanska dtd 11/4/24
- Cleveland HS 75% SD (post VE) cost estimate from Skanska dtd 11/15/24
- Jefferson HS 50% SD cost estimate from Anderson Construction dtd 11/15/24
- IDA B Wells 50% SD cost estimate from KJF Studio dtd 9/6/24
- IDA B Wells 100% SD cost estimate from Hoffman dtd 11/18/24

Introduction:

After reviewing all as-built costs and cost estimates provided, and attending project team meetings, Cornerstone has identified the following areas that help to explain the difference between PPS project costs, and Beaverton HS project costs. PPS could decide to investigate some of these topics further to identify opportunities for scope change, scope reduction, and overall potential project cost reductions.

The costs for the all projects are intended to be an **analysis of the relative costs between High School projects and NOT a prediction of the actual final cost** of any individual project. Major variables such as site conditions, construction / bid market conditions, and design changes will impact the actual final completed costs of the projects. **Cornerstone has performed a General HS Cost Comparison based on the information provided, as to help Portland Public Schools determine areas for cost savings, and to also understand where differences in costs may be in relation to other projects.**

A handwritten signature in black ink, appearing to read 'J. Abel', is written over a horizontal line.

John Abel

Partner - CMG



High School Cost Comparison
Scope Clarifications



		New Beaverton HS	New Lincoln HS	New Cleveland HS	New Jefferson HS	New Ida B. Wells HS
1	School					
2	Construction Phase	Under Construction	Complete 2022	start 2025	start 2025	start 2025
3	Architect	BRIC Architecture	BORA	Mahlum	BORA+Lever	BORA
4	Contractor	Skanska	Hoffman	Skanska	Andersen	Hoffman
5	Basis of cost data	50% CD	Final	75% SD Post VE	100% SD	100% SD
6	Site Size	47 acres	11 acres	2 sites (4 acres ea)	13.5 acres	35 acres
7	Building sqft	300,978	295,489	316,000	322,451	324,593
8	Students Served	1,500	1,700	1,700	1,700	1,700
9	Teaching Stations	85	83	82	73	81
10	Building Construction Cost of Work(COW)	\$ 152,112,133	\$ 138,233,708	\$ 253,814,338	\$ 248,551,562	\$ 227,268,254
11	COW / sqft (Line 8/Line 7)	\$ 505	\$ 468	\$ 803	\$ 771	\$ 700
12	Site Improvements Construction Costs	\$ 24,312,037	\$ 15,811,463	\$ 9,520,034	\$ 13,664,157	\$ 25,140,239
13	Off-Site Improvements Construction Costs	unknown	unknown	mimimal required	\$ 3,562,077	unknown
14	subtotal COW, Site, Off-Site	\$ 176,424,170	\$ 154,045,171	\$ 263,334,372	\$ 265,777,796	\$ 252,408,493
15	GMP Contingency	included in COW	included in COW	included in COW	included in COW	included in COW
16	GMP Escalation	\$ 2,734,680	not applicable	\$ 22,780,277	\$ 31,909,455	\$ 32,154,276
17	subtotal Contingencies	\$ 2,734,680	\$ -	\$ 22,780,277	\$ 31,909,455	\$ 32,154,276
18	Contractor/Trade Pre-Construction Fee	\$ 824,598	\$ 1,480,574	\$ 3,972,510	\$ 7,762,264	\$ 956,370
19	Contractor General Conditions	\$ 13,726,760	\$ 24,983,509	\$ 42,528,185	\$ 56,369,272	\$ 44,053,141
20	Contractor Bond and Insurance	\$ 10,785,230	\$ 2,780,521	\$ 7,575,937	\$ 11,540,331	\$ 9,078,751
21	Contractor Fee	included above	\$ 5,745,875	\$ 10,983,915	\$ 13,999,207	\$ 10,782,130
22	subtotal	\$ 25,336,588	\$ 34,990,479	\$ 65,060,547	\$ 89,671,074	\$ 64,870,392
23	Building Demo and Abatement	\$ 7,439,130	\$ 2,338,689	\$ 6,776,022	\$ 15,390,411	\$ 7,330,008
24	Building Deconstruction Premium	not applicable	N/A	Included above	Included above	Included above
25	Site Athletic / Facilities Estimate	\$ 2,906,833	\$ 3,900,546	\$ 15,785,970	\$ 15,000,000	\$ 15,034,404
26	Classroom Portables during construction	\$ 1,517,966	N/A	N/A	not applicable	not applicable
27	FFE	not included	not included	not included	not included	not included
28	Green Energy 1.5% of PROJECT COSTS	Not In Contract	\$ 3,000,000	\$ 5,749,806	included	\$ 5,576,964
29	METRO SHS Tax	unknown	unknown	\$ 3,833,208	included	included
30	TOTAL CONSTRUCTION COST	\$ 216,359,367	\$ 198,274,885	\$ 383,320,202	\$ 417,748,736	\$ 377,374,537
31						
32	Scope Clarifications					
33	Basement Construction	N/A	N/A	Est \$6.5M premium	N/A	Est \$3M premium
34	Site Logistics Premium	Baseline \$	Yes	Est \$29.5M premium	Est \$5M premium	Est \$5.3M premium
35	Building Structure Type	Steel	Steel	Mass Timber	Mass Timber	Mass Timber
36	Building Structure Premium (Mass Timber)	Baseline \$	Not in Project	Est \$5.6M premium	\$3M reduction	Est \$6.2M premium
37	Risk Category Level Design	Cat 4	Cat 4	Cat 4	Cat 4	Cat 4
38	Sustainability Design and Goals (Electric Bldg)	Gas & Electric	Gas & Electric	Est \$10M premium	Est \$10M premium	Est \$10M premium
39	LEED Gold 1.5%	NO	YES	YES	YES	YES
40	Diversity Goals	Baseline \$	Yes	Est \$8M premium	Est \$8M premium	Est \$8M premium
41	Health Center	Excluded	Excluded	Included	Included	Est \$2M additional
42	Teen Parent Center	Excluded	Included	Included	Included	Included
43	Schedule Duration	43 months	36 months	33 months	42 months	36 months
44	METRO SHS Tax	Not Included	Included	Included	Included	Included
45	Kitchen / Servery	Not in Scope	Included	Included	Included	Included
46	Kitchen / Servery	Not in Scope	Included	\$3M est premium	\$3M est premium	\$3M est premium



High School Cost Comparison 0
BHS & LHS - Costs Escalated for Comparison



		New Beaverton HS	New Lincoln HS	New Cleveland HS	New Jefferson HS	New Ida B. Wells HS
1	School					
2	Construction Phase	Under Construction	Complete 2022	start 2025	start 2025	start 2025
3	Architect	BRIC Architecture	BORA	Mahlum	BORA+Lever	BORA
4	Contractor	Skanska	Hoffman	Skanska	Andersen	Hoffman
5	Basis of cost data	50% CD	Final	75% SD Post VE	100% SD	100% SD
6	Site Size	47 acres	11 acres	2 sites (4 acres ea)	13.5 acres	35 acres
7	Building sqft	300,978	295,489	316,000	322,451	324,593
8	Students Served	1,500	1,700	1,700	1,700	1,700
9	Teaching Stations	85	83	82	73	81
10	Building Construction Cost of Work(COW)	\$ 152,112,133	\$ 138,233,708	\$ 253,814,338	\$ 248,551,562	\$ 227,268,254
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12	Site Improvements Construction Costs	\$ 24,312,037	\$ 15,811,463	\$ 9,520,034	\$ 13,664,157	\$ 25,140,239
13	Off-Site Improvements Construction Costs	unknown	unknown	mimimal required	\$ 3,562,077	unknown
14	subtotal COW, Site, Off-Site	\$ 176,424,170	\$ 154,045,171	\$ 263,334,372	\$ 265,777,796	\$ 252,408,493
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17	subtotal Contingencies	\$ 2,734,680	\$ -	\$ 22,780,277	\$ 31,909,455	\$ 32,154,276
18	Contractor/Trade Pre-Construction Fee	\$ 824,598	\$ 1,480,574	\$ 3,972,510	\$ 7,762,264	\$ 956,370
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24	Building Deconstruction Premium	not applicable	N/A	Included above	Included above	Included above
25	Site Athletic / Facilities Estimate	\$ 2,906,833	\$ 3,900,546	\$ 15,785,970	\$ 15,000,000	\$ 15,034,404
26	Classroom Portables during construction	\$ 1,517,966	N/A	N/A	not applicable	not applicable
27	FFE	not included	not included	not included	not included	not included
28	Green Energy 1.5% of PROJECT COSTS	Not In Contract	\$ 3,000,000	\$ 5,749,806	included	\$ 5,576,964
29	METRO SHS Tax	unknown	unknown	\$ 3,833,208	included	included
30	TOTAL CONSTRUCTION COST	\$ 216,359,367	\$ 198,274,885	\$ 383,320,202	\$ 417,748,736	\$ 377,374,537
31						
32	Cost Escalation Summary					
33	Bid Date	June 2024	June 2019	June 2027 (est)	June 2027 (est)	June 2027 (est)
34	Estimated Escalation % per Year	5%	5%	In estimate by CMGC	In estimate by CMGC	In estimate by CMGC
35	Escalate BHS and LHS to June 2027 for comparison					
36	Escalated Total Construction Costs	\$ 250,463,012	\$ 292,942,308	\$ 383,320,202	\$ 417,748,736	\$ 377,374,537
37	Building sqft	300,978	295,489	316,000	322,451	324,593
38	Construction \$ / SF (Escalated to June 2027)	\$ 832.16	\$ 991.38	\$ 1,213.04	\$ 1,295.54	\$ 1,162.61
39						
40						



Additional information regarding HS Cost Comparison Summary:

The HS Cost Comparison Summary is meant to provide a side-by-side comparison of the current PPS Projects in design (CHS, JHS and IBW), one completed PPS project (LHS) and another district's HS project in construction (BHS). Lines 1-9 include project specific information that is helpful when comparing the projects to each other. Lines 10-30 include project cost information that has been gathered and organized in a way to attempt to compare the projects to each other. Note that these are not meant to be exact comparisons, but rather estimated comparisons based on review of the cost estimates and as-built cost reports that were provided for review.

Scope clarifications have been listed as well, with green or red cell coloring to assist with comparing and analyzing the projects. Green depicts that this is a comparable cost between the projects, and Red depicts that this is a cost premium for this project. Notes or costs have been included in these cells to draw attention to a project specific item. Again, the costs listed in these cells are estimated costs based on our review of the information provided.

HS Cost Comparison Summary notes, conclusions and recommendations:

Below are notes and additional information to support the HS Cost Comparison Summary. Conclusions and/or recommendations have been provided for some items to assist PPS in their review and confirmation of what the next steps may be to move forward with possible changes.

1. Building Size
 - a. The BHS and LHS projects are both close to 300,000sf
 - b. The current PPS high school projects average 320,000sf
 - c. The increase in SF is due to updated PPS standards
 - d. This addition SF accounts for approximately \$24M of additional Project Costs based on the escalated project \$/SF amount.
 - e. Conclusion / Recommendation: We recommend that PPS revisit their standards that led to the design increase in size of the new buildings. This is a large increase in cost, so any area reduction would result in overall savings on the projects.

2. Pre-Construction Services – Construction Management/General Contractor (CM/GC) and Subcontractors
 - a. PPS projects include additional pre-construction scope of work that is beyond what is included on the BHS project.
 - b. Those additional pre-construction efforts are valued at between \$1.5M - \$6.5M depending on the project.



- c. It is difficult to identify potential savings that could be realized as a result of added the PPS pre-construction work with the CM/GC and Subcontractors.
 - d. Conclusion / Recommendation: It is recommended that PPS review the pre-construction requirements included in the CM/GC contracts to confirm that overall value is being realized for the efforts of the contractors. We agree that pre-construction work is beneficial, so the key is to confirm that the current effort included in the estimates is what PPS wants completed.
3. GMP (Guaranteed Max Price) Escalation
 - a. The Current PPS projects (CHS, JHS and IBW) include an estimated amount of escalation dollars. This is included in the cost estimates in an attempt to predict and account for inflation and cost increases that could occur between the time that the cost estimate was completed and the future time when the project will actually be bid out when the Bid Documents (drawings and specifications) are completed.
 - b. For the LHS project, there is no escalation included as the project is complete.
 - c. On the BHS project, some escalation has been included in the GMP for the Contractor, but this amount is much less than the PPS projects since bidding has been completed on the project.
 - d. A second overall Cost Summary page has been added in an attempt to make the bottom-line costs more comparable to each other. Escalation of the completed LHS project and current BHS project has been estimated to mid-2027. This is the time to which the current PPS cost estimates for CHS, JHS and IBW have been escalated to.
 - e. Conclusion / Recommendation: The amount included in the current PPS projects is an estimate and place holder at this time. The actual costs will be realized when those projects are completed and bid out to subcontractors. PPS should continue to review these costs in future estimates (DD and 50% CD estimates), and as the time between the estimates and bid dates is reduced, the escalation estimate amount should be reduced accordingly.
4. CM/GC General Conditions (GC's)
 - a. When comparing the projects, the General Conditions on the current PPS projects are substantially higher than the GC's on the BHS project.
 - b. If PPS can reduce costs by other means which are mentioned in this report, the CM/GC General Conditions, and other contract markups (Fee, Bond, Insurance) should also be reduced as well.
 - c. Conclusion / Recommendation: We recommend that PPS review the General Conditions for each current cost estimate, and work with the CM/GC contractors to find options and ways to reduce these costs. This could possibly include a change in the PPS requirements listed in the CM/GC contracts, and the way projects are managed including the project management software and systems that PPS requires their teams to use.



5. Basement Construction

- a. In general, Basement Construction work is a premium compared to above grade construction work due to the need for additional excavation, foundations, dewatering, and shoring walls to facilitate the work.
- b. The Cleveland High School project includes significant basement construction work. This is due to the site constraints at CHS, and building height restrictions required to meet building code. This accounts for additional project construction costs of approximately \$6.5 million dollars.
- c. Ida B Wells also includes some basement construction work as well. There is about 37k SF of basement work, which accounts to an estimated premium amount of \$3.0 million dollars.
- d. Conclusion / Recommendation: This is a site specific and code related item that most likely can't be changed or value engineered to reduce costs.

6. Site Logistics Premiums

- a. In general, Site Logistics costs are due to the general nature of the existing site size, site constraints, or the site conditions that make it more difficult to complete the work compared to a standard construction site. We have attempted to identify unique site conditions that account for additional costs on the projects being compared.
- b. When comparing the various high school sites, it was clear that the Cleveland HS project site includes some challenging site constraints. The small size of the site (4 acres for the main HS building site), and its being surrounded by existing city streets on all sides makes construction a challenge. Other factors also are included in the site logistics premium as well, including trade parking and contractor laydown areas.
- c. There are some site logistics premiums that have been identified for the Ida B Wells project as well. Those items include additional dewatering required, temporary shoring, work for the Pool support building, and pedestrian flagging and temporary barriers.
- d. Conclusion / Recommendation: Site Logistics premiums are costs that are inherent to a given project due to its location, and most likely cannot be reduced via the Value Engineering process.

7. Building Structure Type

- a. The type of building structure can add overall costs to a construction project, and there are options available to Owners and Design Teams when designing a new building, or building addition.
- b. Beaverton High School has been designed based on Structural Steel Construction for the majority of the building systems, along with Concrete Tilt Up construction for some large areas such as the Gymnasium for efficiency.



- c. Portland Public Schools has set a standard of using Mass Timber construction. It is composed of multiple solid wood panels nailed or glued together, which provide strength and stability. It's a low-carbon alternative to concrete and steel. Mass Timber construction often also comes with a cost premium compared to traditional steel construction.
 - d. The CHS project team has identified a premium of \$5.6M, and the IBW project team has identified a premium of \$6.2M for the Mass Timber option.
 - e. The JHS project team has estimated a cost savings of \$3M due to the savings in time on the construction schedule of about 30 months for designing the building with a Mass Timber structure.
 - f. Conclusion / Recommendation: This is an area we feel that PPS can consider Value Engineering or design changes to reduce overall project costs. This would require additional work by the PPS project teams to identify and confirm the scope and potential savings.
8. Risk Category Level Design
- a. All of the HS projects that we compared included a Risk Category 4 structure. It was difficult to compare cost differences due to the Risk Category design and construction, so for this analysis we did not identify any cost differences due to this factor.
 - b. Conclusion / Recommendation: We do not feel this is a major difference between the projects being compared.
9. Sustainability Design and Goals / LEED Gold Design
- a. When designing a building, the Owner has the option to either meet or exceed the Building Codes and their requirements for Mechanical, Electrical and Plumbing (MEP) Systems.
 - b. The Beaverton HS project includes MEP systems that meet Code at a minimum, and are more traditional with a combination of Gas and Electric designs.
 - c. Portland Public Schools has identified this area as a priority and set standards that exceed Building Code requirements in an effort to Design and Build buildings that are sustainable, resilient, healthy, and efficient. All bond modernization projects will be LEED Gold certified according to PPS.
 - d. With input from the project teams, this cost premium has been estimated to be \$10M per project for the current PPS High School projects being designed.
 - e. Conclusion / Recommendation: Designing the projects to a LEED Gold level is a cost premium above what is required by Building Code. PPS could possibly adjust its design standard and goals for the projects to realize cost savings. Additional work by the PPS project teams would be needed to identify and confirm the scope change and potential overall cost savings for the projects.



10. Energy Use Index (EUI)

- a. We were not able to identify cost differences between the projects based on this factor.

11. Diversity Goals

- a. When putting a project out to bid, or working with a CM/GC Contractor, the Owner has options when establishing goals or requirements for Diversity on the project, and among the Contractors and Subcontractors, etc.
- b. PPS has established Diversity Goals that are to be met and included by the CM/GC Contractor and their Subcontractors per contract
- c. While comparing the projects, this was an area that we found costs to be higher at PPS compared to the BHS project, due to the specific standards and goals that are set for the PPS projects and teams.
- d. The cost estimated premium for the PPS goals is \$8M per HS project.
- e. PPS could review these requirements with the specific project teams to help identify actual savings amounts by project based on adjusting the Goals if so desired.
- f. Conclusion / Recommendation: The current standard and goal for the PPS projects Diversity Goals is a cost premium compared to the BHS project. PPS could adjust its standard and goals for the projects to realize cost savings. Additional work by the PPS project teams would be needed to identify and confirm the scope change and potential overall cost savings for the projects.

12. Health Center, Teen Parent Center

- a. On the HS Comparison Summary matrix, we have listed these items to inform whether the project included these areas to help understand difference between the scopes of work

13. Project Schedule

- a. The overall project schedule construction duration has been listed on the HS Comparison Summary in order to understand what the listed project costs are based on.
- b. Each individual project team can review their project schedule, and determine if there are options to reduce or adjust the schedule to realize cost savings.
- c. On the CHS project, the project schedule was adjusted from 2 years to roughly 3 years of construction, and with that change an approximate savings of \$53M was realized. This savings has already been updated on the attached HS Cost Comparison Summary.
- d. Conclusion / Recommendation: PPS could review all project schedules to confirm with the CM/GC contractors if adjustments to overall timelines could reduce the estimated cost of the projects, similar to what the project team did on



the CHS project. This would need to be weighed against the impacts that any schedule changes would have on the district as a whole.

14. Metro SHS Tax (Supportive Housing Services)

- a. Current estimates on the PPS HS projects include the SHS tax.
- b. This is an amount of approximately \$3.8M for each current PPS project.
- c. We have not done a complete tax analysis to compare the BHS and PPS projects, but it does appear that this is a Premium cost associated with doing work in the Metro area.
- d. This cost is listed only for informational purposes while comparing projects.

15. Kitchen / Servery

- a. The BHS project did not include a Kitchen / Servery as part of the scope of work.
- b. This component of the project was completed in a previous area of the school on a previous project, so it is not included in the BHS Total Construction Cost.
- c. The PPS projects all include the Kitchen / Servery as part of their scope of work.
- d. This cost is listed as to identify costs included in the PPS Total Construction Costs.

Market Conditions:

The past 5 years have been volatile in the Construction Market. Escalation of Construction Prices has ranged from a low of 3% per year (2020), to a high of 17% per year (2021). The average escalation over that time has been approximately 8% per year.

Based on recent projects and bid results, we have seen increased competition and number of bids received. Contractors are eager to find work, and have less backlog of work on their books. PPS should continue to work with the CM/GC contractors to monitor and adjust the estimated escalation factors and dollar amounts in their estimates.

Some options to control costs are:

- Pre-purchase materials when possible
- Pre-purchase of equipment when possible
- Utilize trade partners for scopes that are beneficial to PPS

The trade partner process can be beneficial to gain contractor assistance during the design phase, improve design coordination, research existing conditions, pre-purchase long lead materials / equipment, and guarantee project labor forces for key trades. In some cases, we have found that utilizing the traditional design / bid / build (DBB) process can result in lower prices and be the best option for the Owner. We would recommend that each Trade Partner option being considered is weighed closely against the DBB process.



CORNERSTONE
Management Group, Inc.

Final Notes and Summary:

In our review and comparison of the projects, CMG feels there are areas that Portland Public Schools could benefit from additional review and Value Engineering to reduce overall project costs. In some cases, PPS would need to adjust goals and standards that have been put in place in order to realize the cost savings. There are policies, procedures, and standards that PPS has put into place over time that contribute to the higher prices for work on your projects.

One advantage we have found in the CM/GC process is that contractors are typically willing to work with the school district and project teams to identify areas to modify scope or make other changes that can reduce overall costs for the projects. It is then up to the school district to review the options for savings, and make decisions to accept or reject them. Sometimes the cost savings options are tough decisions to make, but required to keep the project within the stated overall budget.

Thank you again for the opportunity to review the projects, and help Portland Public Schools find areas to focus on in an effort to reduce the estimated costs of your current projects.

Supporting Documents attached for reference:

- Beaverton HS 50% CD cost estimate Summary from Skanska dtd 10/17/24
- LHS Final Pay Application #56 dtd 6/30/24
- CHS 75% SD (post VE) cost estimate Summary from Skanska dtd 11/15/24
- JHS 50% SD cost estimate Summary from Anderson Construction dtd 11/15/24
- IDA B Wells 100% SD cost estimate Summary from Hoffman dtd 11/18/24

Beaverton HS 50% CD GMP (based on low bids)

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300,978 gsf

High Bid Quantity of Bids

Notes

WC 12 - Demo and Abatement - BHS and West Annex	\$4,504,282	\$14.97	\$6,015,295
WC 13 - Structural Concrete	\$9,202,262	\$30.57	\$9,969,379
WC 14 - Masonry	\$1,875,660	\$6.23	\$2,355,832
WC 15 - Structural Steel	\$16,770,021	\$55.72	\$21,561,514
WC 16 - Metal Framing Insulation GB and Ceilings	\$19,340,894	\$64.26	\$19,340,894
WC 17 - Waterproofing	\$412,030	\$1.37	\$512,349
WC 18 - Metal Panels	\$8,696,336	\$28.89	\$10,902,835
WC 19 - Roofing	\$4,574,932	\$15.20	\$5,399,071
WC 20 - Storefronts and Glazing	\$2,566,028	\$8.53	\$3,181,248
WC 21 - Elevators	\$706,360	\$2.35	\$755,650
WC 22 - Fire Suppression	\$1,220,326	\$4.05	\$1,751,400
WC 23 - Plumbing and HVAC	\$25,722,227	\$85.46	\$25,722,227
WC 24 - Electrical and LV	\$32,943,236	\$109.45	\$32,943,236
WC 25 - Earthwork	\$16,272,911	\$54.07	\$26,423,874
WC 26 - Site Concrete	\$3,245,905	\$10.78	\$3,959,808
WC 27 - Casework	\$1,415,913	\$4.70	\$3,621,800
WC 28 - Fixed Audience Seating	\$265,500	\$0.88	\$561,947
WC 29 - DFH	\$3,040,428	\$10.10	\$3,250,552
WC 30 - OH and Coiling Doors	\$199,344	\$0.66	\$199,344
WC 31 - Building Specialties	\$1,353,923	\$4.50	\$2,467,471
WC 32 - Tiling	\$205,923	\$0.68	\$292,951
WC 33 - Wood Flooring	\$627,848	\$2.09	\$689,350
WC 34 - Flooring	\$754,190	\$2.51	\$1,152,275
WC 35 - Paint and Wall Coverings	\$1,655,208	\$5.50	\$1,790,999
WC 36 - Signage	\$235,900	\$0.78	\$320,665
WC 37 - Folding Panel Partitions	\$141,932	\$0.47	\$141,932
WC 38 - Metal Lockers	\$464,789	\$1.54	\$636,890
WC 39 - Theatre Equipment	\$1,406,505	\$4.67	\$1,918,058
WC 40 - Gym Equipment	\$431,843	\$1.43	\$488,137
WC 41 - Window Coverings	\$194,095	\$0.64	\$306,148
WC 42 - Telescoping Bleachers	\$420,950	\$1.40	\$465,821
WC 43 - Metal Building Systems	\$528,291	\$1.76	\$557,250
WC 44 - Pavement Markings	\$0	\$0.00	\$0
WC 45 - Landscaping	\$3,088,135	\$10.26	\$3,269,758
WC 46 - Fencing and Gates	\$906,811	\$3.01	\$906,811
WC 47 - Site Furnishings	\$0	\$0.00	\$0
WC 48 - Rubberized Surfacing	\$144,062	\$0.48	\$144,062
WC 49 - Resinous Flooring	\$285,224	\$0.95	\$498,114
WC 50 - Site Concrete Curbs	\$615,709	\$2.05	\$1,067,580
WC 51 - Fireproofing	\$937,614	\$3.12	\$1,422,000
WC 52 - Final Cleaning	\$198,390	\$0.66	\$410,780
WC 53 - Skylights	\$251,316	\$0.83	\$251,316
WC 54 - Concrete Floor Finishes	\$1,105,209	\$3.67	\$1,333,402
WC 55 - Synthetic Field Drainage and Rock Base	\$0	\$0.00	\$0
WC 56 - Finish Carpentry	\$1,341,679	\$4.46	\$2,282,216
Alternate No. 01: Add Running Track B208 in Main Gym B104	\$453,527	\$1.51	\$453,527
Alternate No. 10: West Athletic Fields	\$2,906,833	\$9.66	\$2,906,833

54	SUBTOTAL DIRECT CONSTRUCTION COSTS	\$173,630,501	\$577	\$204,602,601
55				
56	Construction Contingency @ 5%	\$8,681,525	\$28.84	
57	Owner Contingency	\$563,645	\$1.87	
58	Design/Estimating/Escalation Contingency 1.5% (5% at 100% DD)	\$2,734,680	\$9.09	
59	Overtime Contingency	\$900,000	\$2.99	
60	Builder's Risk - By Beaverton School District	\$0	\$0.00	
61	General Conditions & General Requirements	\$13,778,251	\$45.78	
62	Allowances - See follow-up document	(\$51,491)	(\$0.17)	
63	Fee, Bond, SDI	\$10,366,540	\$34.44	
64	General Liability Insurance (GLI) is OCIP not covered @ 0.2%	\$418,690	\$1.39	
65				
66	SUBTOTAL INDIRECT CONSTRUCTION COSTS	\$37,391,840	\$124	
67				
68	Previously Contracted Scope EWA's			
69	EWA #1 - MEP Trade Partner Preconstruction Services	\$212,154	\$0.70	
70	EWA #2 - Portables Relocation	\$1,517,966	\$5.04	
71	EWA #3 - Framing Trade Partner Preconstruction Services	\$52,444	\$0.17	
72	EWA #4 - Conex Walkways	\$38,504	\$0.13	
73	EWA #5 - Merle Davies Abatement and Demo	\$2,934,848	\$9.75	
74	Previously Contracted Scope COP's			
75	Change Order #1	\$11,208	\$0.04	
76	Change Order #2	\$17,652	\$0.06	
77	Change Order #3	(\$7,750)	(\$0.03)	
78				
79	EWA's #1 - 5 Total & Executed Change Orders	\$4,777,026	\$16	
80				
81	TOTAL GMP Value	\$215,799,367	\$717	
82	Preconstruction Services			
83	Skanska Preconstruction Services	\$560,000	\$1.86	
84				
85	Preconstruction Total	\$560,000	\$2	
86	TOTAL Contract Value	\$216,359,367	\$719	



Hoffman Pacificmark LLC JV

3017293

805 SW Broadway Ste 2100
Portland, OR 97205-3361

I N V O I C E

To:
PORTLAND PUBLIC SCHOOLS

Invoice Date: 6/28/24

Application #: 56

Remit To:
Hoffman Pacificmark, LLC

Attention: ERIK GERDING

6030118 Lincoln HS

PAYROLL	0.00
PAYROLL BURDEN	0.00
SALARIED PAYROLL	0.00
MATERIALS 6030118	5,446.99
MATERIALS 6039518	6,340.86
FEE @ 3 % ON COST	192,167.04
SUB TOTAL	<u>203,954.89</u>
INVOICE TOTAL	203,954.89
BALANCE FORWARD	0.00
TOTAL DUE	<u><u>203,954.89</u></u>

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:
 Portland Public School District #1J
 501 North Dixon Street
 FROM CONTRACTOR:
 Hoffman PacificMark LLC
 805 SW Broadway, Suite 2100
 Portland, OR 97205
 CONTRACT FOR: Lincoln HS

PROJECT: Lincoln HS
 Portland, OR
 VIA ARCHITECT: Bora Architects

APPLICATION NO: 56
 PERIOD TO: 6/30/2024
 PROJECT NOS: 6030118 17011
 CONTRACT DATE: 4/15/2019

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

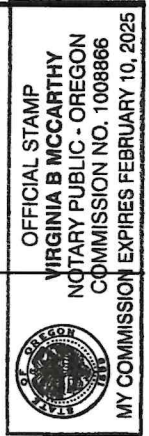
1. ORIGINAL CONTRACT SUM	\$	190,380,556.00
2. Net change by Change Orders	\$	6,247,718.00
3. CONTRACT SUM TO DATE	\$	196,628,274.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	190,881,262.90
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b) or Total in Column I of G703	\$	
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	190,881,262.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 f/ prior Certificate)	\$	190,677,308.01
8. CURRENT PAYMENT DUE	\$	203,954.89
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	5,747,011.10

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 07/01/24

State of: Oregon County of: Multnomah
 Subscribed and sworn to before me this 1st day of July 2024
 Notary Public: Virginia B. McCarthy
 My Commission expires: 2/10/2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 203,954.89

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [Signature] Date: 7/2/24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 56
 APPLICATION DATE: 6/30/2024
 PERIOD TO: 6/30/2024
 ARCHITECT'S PROJECT NO: 17011

A ITEM NO.	B DESCRIPTION OF WORK	ORIGINAL (FINAL GMP)	CHANGES	CONTINGENCY ALLOCATION	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D ORE)	RETENTION	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
						FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
DIV 1	GENERAL REQUIREMENTS				\$ -								
	01-012100 - Façade Mockup	\$ 141,250.00			\$ 141,250.00	\$ 101,251.35			\$ 5,062.57	\$ 101,251.35	71.68%	\$ 39,998.65	
	01-012200 - Work Platform at Theater	\$ 50,000.00	\$ 65,748.00	\$ 115,748.00	\$ 116,301.23			\$ 2,087.73	\$ 116,301.23	100.48%	\$ (553.23)		
	01-018000 - GC Covid Expenses	\$ -	\$ 1,328,582.43	\$ 1,328,582.43	\$ 1,325,075.78			\$ 66,253.79	\$ 1,325,075.78	99.74%	\$ 3,506.65		
DIV 2	EXISTING CONDITIONS												
	02-024100 Demolition	\$ 1,846,000.00	\$ 492,688.79	\$ 2,338,688.79	\$ 2,337,320.35			\$ 5,999.24	\$ 2,337,320.35	99.94%	\$ 1,368.44		
DIV 3	CONCRETE												
	03-033000 - Cast-In-Place Concrete (Incl Tilt Panels)	\$ 5,940,600.00	\$ 2,075,508.15	\$ 8,016,108.15	\$ 7,991,667.72			\$ 344,520.07	\$ 7,991,667.72	99.70%	\$ 24,440.43		
	03-034500 - Precast Architectural Concrete	\$ 362,252.00	\$ 375,287.47	\$ 737,539.47	\$ 667,169.70			\$ 28,091.08	\$ 667,169.70	90.46%	\$ 70,369.77		
	03-035300 - Concrete Topping	\$ 432,678.00	\$ 39,380.74	\$ 472,058.74	\$ 490,143.74			\$ 23,185.30	\$ 490,143.74	103.83%	\$ (18,085.00)		
DIV 4	MASONRY												
	04-042200 - Concrete Unit Masonry	\$ 1,946,410.00	\$ 160,035.00	\$ 2,106,445.00	\$ 2,074,356.00			\$ 98,502.20	\$ 2,074,356.00	98.48%	\$ 32,089.00		
DIV 5	METALS												
	05-051200 - Structural Steel Framing	\$ 12,552,375.00	\$ 3,498,679.92	\$ 16,051,054.92	\$ 16,043,089.86			\$ 745,479.29	\$ 16,043,089.86	99.95%	\$ 7,965.06		
DIV 6	WOODS AND PLASTICS												
	06-060100 - Rough Carpentry		\$ 349,267.00	\$ 349,267.00	\$ 349,267.00				\$ 349,267.00	100.00%			
	06-064100 - Architectural Wood Casework	\$ 2,834,259.00	\$ 598,247.29	\$ 3,432,506.29	\$ 3,430,584.67			\$ 157,545.03	\$ 3,430,584.67	99.94%	\$ 1,921.62		
DIV 7	THERMAL AND MOISTURE PROTECTION												
	07-071000 - Dampproofing and Waterproofing	\$ 222,068.00	\$ 121,932.35	\$ 344,000.35	\$ 333,814.35			\$ 14,164.75	\$ 333,814.35	97.04%	\$ 10,186.00		
	07-075000 - Membrane Roofing	\$ 2,913,605.00	\$ 774,327.76	\$ 3,687,932.76	\$ 3,687,932.76			\$ 162,730.10	\$ 3,687,932.76	100.00%			
	07-076200 - Sheet Metal Flashing and Trim	\$ 1,748,900.00	\$ 1,630,591.92	\$ 3,379,491.92	\$ 3,351,917.63			\$ 96,343.05	\$ 3,351,917.63	99.18%	\$ 27,574.29		
	07-077100 - Roof Specialties	\$ 35,000.00	\$ (32,300.79)	\$ 2,699.21	\$ 2,699.21			\$ 134.96	\$ 2,699.21	100.00%	\$ (0.00)		
DIV 8	OPENINGS												
	08-081000 - Doors and Frames	\$ 1,481,050.00	\$ 192,865.15	\$ 1,673,915.15	\$ 1,643,210.64			\$ 66,869.71	\$ 1,643,210.64	98.17%	\$ 30,704.51		
	08-081300 - Access Doors & Panels		\$ -	\$ -	\$ -								
	08-083300 - Coiling Doors and Grilles	\$ 284,573.00	\$ 63,165.00	\$ 347,738.00	\$ 336,045.99			\$ 14,398.12	\$ 336,045.99	96.64%	\$ 11,692.01		
	08-084400 - Curtain Wall and Glazed Assemblies	\$ 3,051,094.00	\$ 202,610.62	\$ 3,253,704.62	\$ 3,287,207.36			\$ 156,998.43	\$ 3,287,207.36	101.03%	\$ (33,502.74)		
	08-086200 - Unit Skylights	\$ 255,500.00	\$ 49,110.28	\$ 304,610.28	\$ 306,610.28			\$ 12,849.03	\$ 306,610.28	100.66%	\$ (2,000.00)		
DIV 9	FINISHES												
	09-092000 - Drywall, Taktl, Fireproofing, Fiberglass Windows	\$ 24,549,397.00	\$ 6,782,894.56	\$ 31,332,291.56	\$ 30,955,125.30	\$ 204.37		\$ 1,395,018.04	\$ 30,955,329.67	98.80%	\$ 376,961.89		
	09-093000 - Tiling	\$ 530,893.00	\$ 78,508.09	\$ 609,401.09	\$ 609,506.24			\$ 29,194.56	\$ 609,506.24	100.02%	\$ (105.15)		
	09-096200 - Specialty Flooring	\$ 336,017.00	\$ (32,849.50)	\$ 303,167.50	\$ 285,082.50			\$ 14,107.98	\$ 285,082.50	94.03%	\$ 18,085.00		
	09-096400 - Wood Flooring	\$ 345,309.00	\$ 43,983.59	\$ 389,292.59	\$ 389,292.59			\$ 15,393.00	\$ 389,292.59	100.00%			
	09-096500 - Carpet & Resilient Flooring	\$ 1,639,975.00	\$ 218,957.38	\$ 1,858,932.38	\$ 1,855,292.38			\$ 87,184.73	\$ 1,855,292.38	99.80%	\$ 3,640.00		
	09-099000 - Painting and Coating	\$ 688,631.00	\$ 349,030.96	\$ 1,037,661.96	\$ 1,030,107.73			\$ 38,270.92	\$ 1,030,107.73	99.27%	\$ 7,554.23		
DIV 10	SPECIALTIES												
	10-101100 - Visual Display Surfaces	\$ 294,045.00	\$ 58,003.92	\$ 352,048.92	\$ 311,402.60			\$ 14,884.78	\$ 311,402.60	88.45%	\$ 40,646.32		
	10-101400 - Signage & Photoluminescent Markings	\$ 300,000.00	\$ 152,966.84	\$ 452,966.84	\$ 327,303.84			\$ 2,146.25	\$ 327,303.84	72.26%	\$ 125,663.00		
	10-102213 - Wire Mesh Partitions	\$ 61,775.00	\$ (32,175.00)	\$ 29,600.00	\$ 29,600.00			\$ 787.60	\$ 29,600.00	100.00%			
	10-102226 - Operable Partitions	\$ 37,448.00	\$ 37,448.00	\$ 74,896.00	\$ 47,035.00			\$ 2,351.75	\$ 47,035.00	125.60%	\$ (9,587.00)		
	10-102813 - Toilet Accessories & Toilet Partitions	\$ 389,706.00	\$ 30,385.28	\$ 420,091.28	\$ 410,129.40			\$ 20,054.51	\$ 410,129.40	97.63%	\$ 9,961.88		
	10-105000 - Storage Specialties (Spacesaver)	\$ 161,717.00	\$ 206,117.85	\$ 367,834.85	\$ 343,794.45			\$ 7,966.91	\$ 343,794.45	93.46%	\$ 24,040.40		
	10-105100 - Lockers	\$ 682,940.00	\$ (35,866.08)	\$ 647,073.92	\$ 647,073.92			\$ 22,791.79	\$ 647,073.92	100.00%	\$ 0.00		
	10-107500 - Flagpoles	\$ 74,602.00	\$ 51,243.95	\$ 125,845.95	\$ 125,845.95			\$ 2,003.25	\$ 125,845.95	100.00%			
DIV 11	EQUIPMENT												
	11-111300 - Loading Dock Equipment	\$ 109,000.00	\$ (84,635.00)	\$ 24,365.00	\$ 24,365.00				\$ 24,365.00	100.00%			
	11-113100 - Residential Appliances	\$ 61,200.00	\$ 97,273.50	\$ 158,473.50	\$ 157,639.50			\$ 6,798.10	\$ 157,639.50	99.47%	\$ 834.00		
	11-114000 - Food service Equipment	\$ 962,370.00	\$ 112,123.04	\$ 1,074,493.04	\$ 1,071,679.96			\$ 35,225.02	\$ 1,071,679.96	99.74%	\$ 2,813.08		
	11-115000 - Educational and Scientific Equipment	\$ 8,075.00	\$ 2,277.00	\$ 10,352.00	\$ 10,352.00			\$ 517.60	\$ 10,352.00	100.00%			

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 56
 APPLICATION DATE: 6/30/2024
 PERIOD TO: 6/30/2024
 ARCHITECT'S PROJECT NO: 17011

A ITEM NO.	B DESCRIPTION OF WORK	ORIGINAL (FINAL GMP)	CHANGES	CONTINGENCY ALLOCATION	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	RETENTION	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
						FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	11-115300 - Laboratory Equipment	\$ 95,835.00		\$ 115,339.00	\$ 211,174.00	\$ 186,476.00			\$ 9,075.30	\$ 186,476.00	88.30%	\$ 24,698.00	
	11-116100 - Theater & Stage Equip (Incl Theater Lighting Control)	\$ 2,000,388.00		\$ (530,950.47)	\$ 1,469,437.53	\$ 1,464,244.53			\$ 64,096.64	\$ 1,464,244.53	99.65%	\$ 5,193.00	
	11-116600 - Athletic Equipment	\$ 513,254.00		\$ 391,225.00	\$ 904,479.00	\$ 881,713.50			\$ 28,273.18	\$ 881,713.50	97.48%	\$ 22,765.50	
DIV 12	FURNISHINGS												
	12-122000 - Window Treatments	\$ 411,628.00		\$ 79,844.40	\$ 491,472.40	\$ 496,597.38			\$ 17,253.36	\$ 496,597.38	101.04%	\$ (5,124.98)	
	12-123500 - Specialty Casework (Music Storage)	\$ 140,000.00		\$ (26,122.36)	\$ 113,877.64	\$ 85,578.77			\$ 193.15	\$ 85,578.77	75.15%	\$ 28,298.87	
	12-126100 - Fixed Audience Seating (Theater)	\$ 187,000.00		\$ 32,247.87	\$ 219,247.87	\$ 219,247.87			\$ 10,754.73	\$ 219,247.87	100.00%		
	12-126100 - Fixed Audience Seating (Field)	\$ 825,000.00		\$ 405,120.56	\$ 1,230,120.56	\$ 1,230,120.56				\$ 1,230,120.56	100.00%		
DIV 13	SPECIAL CONSTRUCTION												
	13-132000 - Scoreboards and Track & Field	\$ 243,605.00		\$ (143,787.00)	\$ 99,818.00	\$ 99,818.00				\$ 99,818.00	100.00%		
	13-133000 - Site Buildings	\$ 443,032.00		\$ (473,032.00)	\$ (30,000.00)							\$ (30,000.00)	
	13-134000 - Isolated Slab System	\$ 86,625.00			\$ 86,625.00	\$ 86,625.00			\$ 4,331.25	\$ 86,625.00	100.00%		
DIV 14	CONVEYING SYSTEMS												
	14-142000 - Elevators	\$ 679,349.00		\$ 26,574.19	\$ 705,923.19	\$ 705,923.19			\$ 34,528.83	\$ 705,923.19	100.00%	\$ (0.00)	
	14-149000 - Vertical Platform Lifts	\$ 60,000.00		\$ 141,966.90	\$ 201,966.90	\$ 201,966.90			\$ 4,124.70	\$ 201,966.90	100.00%		
DIV 21	FIRE SUPPRESSION												
	21-210000 - Fire Suppression	\$ 1,525,994.00		\$ 59,546.00	\$ 1,585,540.00	\$ 1,585,540.00			\$ 76,803.15	\$ 1,585,540.00	100.00%	\$ 0.00	
DIV 22/23	PLUMBING /HVAC												
	23-230000/220000 - Plumbing, HVAC and Mech Controls	\$ 18,220,982.00		\$ 2,594,701.93	\$ 20,815,683.93	\$ 20,518,770.53	\$ 4,257.01		\$ 945,848.82	\$ 20,523,027.54	98.59%	\$ 292,656.39	
DIV 26/27/28	ELECTRICAL												
	26-260000 - Electrical	\$ 19,961,915.00		\$ 1,887,365.59	\$ 21,849,280.59	\$ 21,795,284.13			\$ 916,918.16	\$ 21,795,284.13	99.75%	\$ 53,996.46	
DIV 31/33	EARTHWORK/PILING												
	31-311000 - Site Clearing	\$ 472,535.00		\$ (160,892.32)	\$ 311,642.68	\$ 361,298.65			\$ 18,064.93	\$ 361,298.65	115.93%	\$ (49,655.97)	
	31-312000 - Earthwork	\$ 7,068,815.00		\$ 1,792,868.17	\$ 8,861,683.17	\$ 8,841,965.18			\$ 285,171.17	\$ 8,841,965.18	99.78%	\$ 19,717.99	
	31-314100 - Shoring	\$ 464,409.00		\$ 43,736.65	\$ 508,145.65	\$ 511,409.72			\$ 25,044.20	\$ 511,409.72	100.64%	\$ (3,264.07)	
	31-316300 - Bored Piles & Aggregate Piers	\$ 1,953,404.00		\$ 714,502.36	\$ 2,667,906.36	\$ 2,672,642.49			\$ 105,534.34	\$ 2,672,642.49	100.18%	\$ (4,736.13)	
DIV 32	EXTERIOR IMPROVEMENTS												
	32-320000 - Site Furnishing	\$ 296,054.00		\$ (93,240.00)	\$ 202,814.00	\$ 204,389.00			\$ 10,005.95	\$ 204,389.00	100.78%	\$ (1,575.00)	
	32-321700 - Athletic Surfacing (Track & Field Turf)	\$ 2,379,801.00		\$ 290,624.49	\$ 2,670,425.49	\$ 2,670,425.49				\$ 2,670,425.49	100.00%		
	32-323000 - Site Concrete (Flatwork & Walls)	\$ 3,206,654.00		\$ 979,027.13	\$ 4,185,681.13	\$ 4,211,156.68			\$ 114,728.60	\$ 4,211,156.68	100.61%	\$ (25,475.55)	
	32-323100 - Fences and Gates	\$ 1,076,640.00		\$ 141,660.21	\$ 1,218,300.21	\$ 1,218,963.53			\$ 11,295.72	\$ 1,218,963.53	100.05%	\$ (663.32)	
	32-329000 - Planting & Irrigation	\$ 1,098,343.00		\$ (166,818.72)	\$ 931,524.28	\$ 918,072.13			\$ 10,129.06	\$ 918,072.13	98.56%	\$ 13,452.15	
DIV 60	CONTINGENCY & ALLOWANCES												
	60-600001 - Allowance - Teen Parent Center	\$ 500,000.00		\$ (335,933.78)	\$ 164,066.22	\$ 164,066.22				\$ 164,066.22	100.00%	\$ (0.00)	
	60-600002 - Student Success Act Tax	\$ 718,836.00		\$ 23,510.00	\$ 742,346.00	\$ 717,297.71	\$ 985.61		\$ 28,381.19	\$ 718,283.32	96.76%	\$ 24,062.68	
	60-600004 - Allowance - Field Storage Building	\$ 500,000.00		\$ (500,000.00)	\$ -								
	60-600006 - Owner Contingency	\$ 6,673,280.00		\$ (5,672,631.03)	\$ 1,000,648.97							\$ 1,000,648.97	
	60-600007 - Yet to Buy	\$ 7,903,804.00		\$ (7,587,227.44)	\$ 316,576.56							\$ 316,576.56	
	60-600008 - PGE Duct Bank Reroute	\$ -		\$ 2,751,067.99	\$ 2,751,067.99	\$ 2,751,067.99			\$ 97,168.63	\$ 2,751,067.99	100.00%		
	60-610001 - Design Contingency	\$ 1,528,423.00		\$ (1,528,422.04)	\$ 0.96							\$ 0.96	
	60-610002 - COW Construction Contingency	\$ 7,014,628.00		\$ (6,046,798.93)	\$ 967,829.07							\$ 967,829.07	
	60-610004 - Phase 2 Escalation	\$ 1,730,621.00		\$ (1,730,621.00)	\$ -								
	GENERAL CONDITIONS												
	Job 6039518	\$ 23,543,310.00		\$ (145,273.90)	\$ 23,398,036.10	\$ 20,948,742.92	\$ 6,277.10		\$ 830,718.54	\$ 20,955,020.02	89.56%	\$ 2,443,016.08	
	01-006097 - Project Insurance	\$ 181,476.00		\$ 5,935.00	\$ 187,411.00	\$ 187,570.62	\$ 238.19		\$ 6,523.21	\$ 187,808.81	100.21%	\$ (397.81)	
	01-006100 - GC Bond	\$ 1,050,650.00		\$ 34,363.00	\$ 1,085,013.00	\$ 1,275,932.00			\$ 63,153.10	\$ 1,275,932.00	117.60%	\$ (190,919.00)	
	01-006200 - Subguard/Sub Bonds	\$ 1,552,483.00		\$ 55,614.00	\$ 1,608,097.00	\$ 1,407,452.92	\$ (174.43)		\$ 64,363.49	\$ 1,407,278.49	87.51%	\$ 200,818.51	

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 56
 APPLICATION DATE: 6/30/2024
 PERIOD TO: 6/30/2024
 ARCHITECT'S PROJECT NO: 17011

A ITEM NO.	B DESCRIPTION OF WORK	ORIGINAL (FINAL GMP)	CHANGES	CONTINGENCY ALLOCATION	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	RETENTION	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
						FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
						01-610003 - General Conditions Contingency GC Fee (3%)	\$ 1,177,166.00 \$ 5,563,903.00				\$ (1,177,273.73) \$ 181,972.00		
SUBTOTAL (EXCLUDES PRECON - PREVIOUSLY BILLED THROUGH SEPARATE PROJECT)		\$ 190,380,556.00	\$ -	\$ 6,413,755.18	\$ 196,794,311.18	\$ 190,505,537.02	\$ 203,954.89	\$ -	\$ 7,702,746.48	\$ 190,881,262.90	97.00%	\$ 5,913,048.28	\$ -
PRECONSTRUCTION (Previously billed under precon billings)													
Job 6039318	\$ 1,004,828.00		\$ (243,876.52)	\$ 760,951.48	\$ 760,951.48				\$ 760,951.48	100.00%		\$ -	
23-230000 Hydrotamp Mechanical	\$ 366,782.00		\$ (9,259.16)	\$ 357,522.84	\$ 357,522.84				\$ 357,522.84	100.00%		\$ -	
26-260000 Prairie Electric	\$ 275,000.00		\$ 1,249.50	\$ 276,249.50	\$ 276,249.50				\$ 276,249.50	100.00%		\$ -	
09-092000 Performance Contracting	\$ -		\$ 80,850.00	\$ 80,850.00	\$ 80,850.00				\$ 80,850.00	100.00%		\$ -	
31-316300 Hayward Baker	\$ 5,000.00		\$ -	\$ 5,000.00	\$ 5,000.00				\$ 5,000.00	100.00%		\$ -	
TOTAL (INCLUDES PRECON EFFECTIVE 08/2022)		\$ 192,032,166.00	\$ -	\$ 6,242,719.00	\$ 198,274,885.00	\$ 191,986,110.84	\$ 203,954.89	\$ -		\$ 192,361,836.72		\$ 5,913,048.28	\$ -

EXHIBIT E

Portland PublicSchools

Prime Contractor, (CM/GC) Conditional Waiver and Release Upon Progress Payment

The undersigned CM/GC, upon receipt of a check in the sum of Two Hundred Three Thousand & Nine Hundred Fifty Four 89/100 Dollars (\$203,954.89) payable to CM/GC, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, hereby waives *and* releases any stop notice and any and all claims CM/GC has with respect to it Work on the Lincoln High School, ("Project") under and related to its prime contract for the Project with Portland Public Schools, ("District") dated April 15 2019, to the following extent. This waiver and release is effective as to a progress payment for labor, services, overhead, materials, and equipment furnished and any and all other claims by the CM/GC and its subcontractors and suppliers at all tiers during the period commencing on and including March 31, 2024 and ending and including March 31, 2024, excluding retainage. This document may be relied upon by the Agency, and principal and surety on a bond, and any lender financing for the Project; provided that any party intending to rely upon this document should first verify evidence of payment to the CM/GC of the full amount set out above.

Date: July 1, 2024 _____ CM/GC Hoffman Construction Co of Oregon

By:  _____ (signature)

Name: Noelle Idehara _____ (printed ortyped)

Title: Project Manager

Prime Contractor, (CM/GC) Unconditional Waiver and Release Upon Progress Payment

The undersigned CM/GC, has received the sum of One Hundred Ninety Million & Six Hundred Seventy Seven Thousand & Three Hundred Eight 01/100 Dollars (\$190,677,308.01) payable to CM/GC, and hereby waives and releases any stop notice and any and all claims CM/GC has with respect to it Work on the Lincoln High School, ("Project") under and related to its prime contract with the District for the Project dated April 15, 2019 to the following extent. This waiver and release is effective as to a progress payment for labor, services, overhead, materials, and equipment furnished and any and all other claims by the CM/GC and its subcontractors and suppliers at all tiers during the period prior to and including March 31, 2024, excluding retainage. This document may be relied upon by the Agency, and principal and surety on a bond, and any lender providing financing for the Project; provided that any party intending to rely upon this document should first verify evidence of payment to the CM/GC of the full amount set out above.

Date: July 1, 2024 _____ CM/GC Hoffman Construction Co of Oregon

By:  _____ (signature)

Name: Noelle Idehara _____ (printed ortyped)

Title: Project Manager

Owners Statement of Value Report

Company: Hoffman Pacificmark LLC JV - 00409

Job Name: 6030118 - Lincoln HS

As of Date 06/30/2024

Cost Code	Original Budget	Budget Adjustments	Change Orders	Revised Budget	Previous Billed	Current Month	Billed to Date	% Cmpl	Estimated to Complete
007082 - Business Tax	0	0	0	0	0	0	0	0.00%	0
012100 - Facade Mockup	141,250	0	0	141,250	101,251	0	101,251	71.68%	39,999
012200 - Work Platform-Theater	50,000	0	65,748	115,748	116,301	0	116,301	100.48%	(553)
024100 - Demolition	1,846,000	0	492,689	2,338,689	2,337,320	0	2,337,320	99.94%	1,368
033000 - Cast-In-Place Concrete	5,940,600	0	2,254,495	8,195,095	7,990,391	0	7,990,391	97.50%	204,704
034000 - Precast Concrete	0	0	4,589	4,589	3,368	0	3,368	73.38%	1,221
034500 - Precast Architectural Concrete	362,252	0	370,698	732,950	665,079	0	665,079	90.74%	67,872
035300 - Concrete Topping	432,678	0	(220,037)	212,641	490,144	0	490,144	230.50%	(277,503)
042200 - Concrete Unit Masonry	1,946,410	0	157,772	2,104,182	2,074,356	0	2,074,356	98.58%	29,826
050000 - Metals	0	0	0	0	0	0	0	0.00%	0
051200 - Structural Steel Framing	12,552,375	0	3,749,228	16,301,603	16,043,090	0	16,043,090	98.41%	258,513
053000 - Metal Decking	0	0	0	0	0	0	0	0.00%	0
054000 - Cold-Formed Metal Framing	0	0	0	0	0	0	0	0.00%	0
054100 - Structural Metal Stud Framing	0	0	0	0	0	0	0	0.00%	0
055000 - Metal Fabrications	0	0	2,443	2,443	0	0	0	0.00%	2,443
055100 - Metal Stairs	0	0	0	0	0	0	0	0.00%	0
057300 - Decorative Metal Railings	0	0	0	0	0	0	0	0.00%	0
061000 - Rough Carpentry	0	0	329,962	329,962	349,267	0	349,267	105.85%	(19,305)
061600 - Sheathing	0	0	0	0	0	0	0	0.00%	0
062000 - Finish Carpentry	0	0	0	0	0	0	0	0.00%	0
064100 - Architectural Wood Casework	2,834,259	0	1,454,237	4,288,496	3,430,585	0	3,430,585	80.00%	857,911
071000 - Dampproofing and Waterproc	222,068	0	121,932	344,000	333,814	0	333,814	97.04%	10,186
071100 - Dampproofing	0	0	0	0	0	0	0	0.00%	0
072100 - Thermal Insulation	0	0	0	0	0	0	0	0.00%	0
072500 - Weather Barriers	0	0	0	0	0	0	0	0.00%	0
074000 - Roofing and Siding Panels	0	0	0	0	0	0	0	0.00%	0
075000 - Membrane Roofing	2,913,605	0	774,328	3,687,933	3,687,933	0	3,687,933	100.00%	0
076000 - Flashing and Sheet Metal	0	0	1,077,129	1,077,129	345,318	0	345,318	32.06%	731,811
076100 - Sheet Metal Roofing	0	0	0	0	0	0	0	0.00%	0
076200 - Sheet Metal Flashing and Trirr	1,748,900	0	1,268,106	3,017,006	3,006,600	0	3,006,600	99.66%	10,406
077100 - Roof Specialties	35,000	0	(32,301)	2,699	2,699	0	2,699	100.00%	0
077600 - Roof Pavers	0	0	0	0	0	0	0	0.00%	0
078100 - Applied Fireproofing	0	0	0	0	0	0	0	0.00%	0
078400 - Firestopping	0	0	0	0	0	0	0	0.00%	0
079200 - Joint Sealants	0	0	0	0	0	0	0	0.00%	0
079500 - Expansion Control	0	0	0	0	0	0	0	0.00%	0
081000 - Doors and Frames	1,481,050	0	281,740	1,762,790	1,676,534	0	1,676,534	95.11%	86,256
083000 - Specialty Doors and Frames	0	0	2,800	2,800	0	0	0	0.00%	2,800

Cost Code	Original Budget	Budget Adjustments	Change Orders	Revised Budget	Previous Billed	Current Month	Billed to Date	% Cmpl	Estimated to Complete
083100 - Access Doors and Panels	0	0	0	0	0	0	0	0.00%	0
083300 - Coiling Doors and Grilles	284,573	0	60,365	344,938	336,046	0	336,046	97.42%	8,892
083500 - Folding Doors and Grilles	0	0	0	0	0	0	0	0.00%	0
084100 - Entrances and Storefronts	0	0	1,176	1,176	7,158	0	7,158	608.46%	(5,982)
084400 - Curtain Wall and Glazed Asser	3,051,094	0	305,427	3,356,521	3,246,725	0	3,246,725	96.73%	109,795
085000 - Windows	0	0	0	0	0	0	0	0.00%	0
086200 - Unit Skylights	255,500	0	295,132	550,632	306,610	0	306,610	55.68%	244,022
087100 - Door Hardware	0	0	0	0	0	0	0	0.00%	0
088000 - Glazing	0	0	0	0	0	0	0	0.00%	0
089000 - Louvers and Vents	0	0	0	0	0	0	0	0.00%	0
092000 - Plaster and Gypsum Board	24,549,397	0	14,577,297	39,126,694	30,955,125	204	30,955,330	79.12%	8,171,364
092216 - Non-Structural Metal Framing	0	0	0	0	0	0	0	0.00%	0
093000 - Tiling	530,893	0	138,730	669,623	609,506	0	609,506	91.02%	60,116
095000 - Ceilings	0	0	0	0	0	0	0	0.00%	0
095100 - Acoustical Ceilings	0	0	0	0	0	0	0	0.00%	0
096200 - Specialty Flooring	336,017	0	11,101	347,118	285,083	0	285,083	82.13%	62,035
096400 - Wood Flooring	345,309	0	111,817	457,126	389,293	0	389,293	85.16%	67,834
096500 - Resilient Flooring	1,639,975	0	1,468,771	3,108,746	1,855,292	0	1,855,292	59.68%	1,253,454
096700 - Fluid-Applied Flooring	0	0	3,640	3,640	0	0	0	0.00%	3,640
096800 - Carpeting	0	0	0	0	0	0	0	0.00%	0
098300 - Acoustic Finishes	0	0	0	0	0	0	0	0.00%	0
099000 - Painting and Coating	688,631	0	731,346	1,419,977	1,029,075	0	1,029,075	72.47%	390,902
100000 - Specialties	0	0	0	0	0	0	0	0.00%	0
101100 - Visual Display Surfaces	294,045	0	89,957	384,002	311,403	0	311,403	81.09%	72,600
101200 - Display Cases	0	0	0	0	0	0	0	0.00%	0
101300 - Directories	0	0	0	0	0	0	0	0.00%	0
101400 - Signage	300,000	0	263,383	563,383	327,304	0	327,304	58.10%	236,079
102113 - Toilet Compartments	0	0	(37,761)	(37,761)	984	0	984	[2.61%]	(38,745)
102213 - Wire Mesh Partitions	61,775	0	(32,175)	29,600	29,600	0	29,600	100.00%	0
102226 - Operable Partitions	37,448	0	0	37,448	47,035	0	47,035	125.60%	(9,587)
102813 - Toilet Accessories	389,706	0	67,674	457,380	410,181	0	410,181	89.68%	47,199
104400 - Fire Protection Specialties	0	0	472	472	(1,036)	0	(1,036)	[219.54%]	1,508
105000 - Storage Specialties	161,717	0	206,118	367,835	343,794	0	343,794	93.46%	24,040
105100 - Lockers	682,940	0	(35,866)	647,074	647,074	0	647,074	100.00%	0
107500 - Flagpoles	74,602	0	51,244	125,846	125,846	0	125,846	100.00%	0
111200 - Parking Control Equipment	0	0	0	0	0	0	0	0.00%	0
111300 - Loading Dock Equipment	109,000	0	(84,635)	24,365	24,365	0	24,365	100.00%	0
113100 - Residential Appliances	61,200	0	97,274	158,474	157,640	0	157,640	99.47%	834
114000 - Food service Equipment	962,370	0	112,123	1,074,493	1,071,680	0	1,071,680	99.74%	2,813
115000 - Educational and Scientific Equ	8,075	0	2,277	10,352	10,352	0	10,352	100.00%	0
115100 - Library Equipment	0	0	0	0	0	0	0	0.00%	0
115200 - Audio-Visual Equipment	0	0	0	0	0	0	0	0.00%	0
115300 - Laboratory Equipment	95,835	0	115,339	211,174	186,476	0	186,476	88.30%	24,698

Cost Code	Original Budget	Budget Adjustments	Change Orders	Revised Budget	Previous Billed	Current Month	Billed to Date	% Cmpl	Estimated to Complete
116100 - Theater and Stage Equipment	2,000,388	0	(530,950)	1,469,438	1,464,245	0	1,464,245	99.65%	5,193
116600 - Athletic Equipment	513,254	0	593,190	1,106,444	881,714	0	881,714	79.69%	224,731
122000 - Window Treatments	411,628	0	79,844	491,472	168,508	0	168,508	34.29%	322,964
123000 - Casework	0	0	0	0	0	0	0	0.00%	0
123100 - Manufactured Metal Casework	140,000	0	20,938	160,938	48,631	0	48,631	30.22%	112,307
123500 - Specialty Casework	0	0	33,085	33,085	36,948	0	36,948	111.68%	(3,863)
124813 - Entrance Floor Mats and Fram	0	0	0	0	0	0	0	0.00%	0
126100 - Fixed Audience Seating-T	187,000	0	32,248	219,248	219,248	0	219,248	100.00%	0
126150 - Fixed Audience Seating-F	825,000	0	405,121	1,230,121	1,230,121	0	1,230,121	100.00%	0
129300 - Site Furnishings	0	0	0	0	0	0	0	0.00%	0
129313 - Bicycle Racks	0	0	0	0	0	0	0	0.00%	0
132000 - Scoreboards/Track Equip	243,605	0	(143,787)	99,818	99,818	0	99,818	100.00%	0
133000 - Site Buildings	443,032	0	(473,032)	(30,000)	0	0	0	0.00%	(30,000)
134000 - Isolated Slab System	86,625	0	0	86,625	86,625	0	86,625	100.00%	0
142000 - Elevators	679,349	(23,520)	471,364	1,127,193	705,923	0	705,923	62.63%	421,270
149000 - Other Conveying Equipment	60,000	0	337,481	397,481	201,967	0	201,967	50.81%	195,514
210000 - Fire Suppression	1,525,994	0	96,343	1,622,337	1,585,540	0	1,585,540	97.73%	36,797
220000 - Plumbing	3,995,739	0	2,990,280	6,986,019	20,518,771	4,257	20,523,028	293.77%	(13,537,009)
230000 - Heating, Ventilating, and Air	14,592,025	0	(23,978)	14,568,047	0	0	0	0.00%	14,568,047
230800 - Commissioning of HVAC	0	0	0	0	0	0	0	0.00%	0
230900 - Instrumentation and Control f	0	0	0	0	0	0	0	0.00%	0
260000 - Electrical	20,236,915	0	3,581,505	23,818,420	21,795,284	0	21,795,284	91.51%	2,023,136
270000 - Communications	0	0	0	0	0	0	0	0.00%	0
272000 - Data Communications	0	0	0	0	0	0	0	0.00%	0
273000 - Voice Communications	0	0	0	0	0	0	0	0.00%	0
274000 - Audio-Video Communications	0	0	0	0	0	0	0	0.00%	0
280000 - Electronic Safety and Security	0	0	0	0	0	0	0	0.00%	0
281000 - Electronic Access Control & In	0	0	0	0	0	0	0	0.00%	0
282000 - Electronic Surveillance	0	0	0	0	0	0	0	0.00%	0
283000 - Electronic Detection and Alarr	0	0	0	0	0	0	0	0.00%	0
310000 - Earthwork	0	0	218,286	218,286	1,962	0	1,962	0.90%	216,324
311000 - Site Clearing	472,535	0	(160,892)	311,643	310,406	0	310,406	99.60%	1,237
312000 - Earthwork	7,068,815	0	2,673,204	9,742,019	8,890,896	0	8,890,896	91.26%	851,123
314100 - Shoring	464,409	0	47,001	511,410	511,410	0	511,410	100.00%	0
316300 - Bored Piles	1,531,404	0	466,221	1,997,625	1,997,625	0	1,997,625	100.00%	0
316613 - Aggregate Piers	427,000	0	246,178	673,178	675,017	0	675,017	100.27%	(1,839)
320000 - Site Furnishings	296,054	0	(93,240)	202,814	204,389	0	204,389	100.78%	(1,575)
321700 - Athletic Surfacing-T&F Turf	2,379,801	0	284,943	2,664,744	2,670,425	0	2,670,425	100.21%	(5,681)
323000 - Site Concrete	3,206,654	0	979,027	4,185,681	4,211,157	0	4,211,157	100.61%	(25,476)
323100 - Fences & Gates	1,076,640	0	202,412	1,279,052	1,218,964	0	1,218,964	95.30%	60,089
329000 - Planting	1,098,343	0	178,116	1,276,459	918,072	0	918,072	71.92%	358,387
500001 - MLS Default	0	0	0	0	328,089	0	328,089	0.00%	(328,089)
600000 - Contingency	0	0	0	0	0	0	0	0.00%	0

Cost Code	Original Budget	Budget Adjustments	Change Orders	Revised Budget	Previous Billed	Current Month	Billed to Date	% Cmpl	Estimated to Complete
600001 - Allowance - Teen Parent Cent	500,000	0	(335,934)	164,066	164,066	0	164,066	100.00%	0
600002 - Student Success Act	718,836	0	23,510	742,346	717,298	986	718,283	96.76%	24,063
600004 - Allowance - Field Storage	500,000	0	(500,000)	0	0	0	0	0.00%	0
600006 - Owner Contingency	6,673,280	0	(15,019,744)	(8,346,464)	0	0	0	0.00%	(8,346,464)
600007 - Yet to Buy	7,903,804	0	(10,318,257)	(2,414,453)	1,033	0	1,033	[0.04%]	(2,415,486)
600008 - PGE Duct Bank Reroute	0	0	2,751,068	2,751,068	2,751,068	0	2,751,068	100.00%	0
610001 - Design Contingency	1,528,423	0	(1,537,724)	(9,301)	0	0	0	0.00%	(9,301)
610002 - COW Construction Contingen	7,014,628	23,520	(10,576,894)	(3,538,746)	0	0	0	0.00%	(3,538,746)
610004 - Phase 2 Escalation	1,730,621	0	(1,730,621)	0	0	0	0	0.00%	0
999900 - Fee	5,563,903	0	181,972	5,745,875	5,553,708	192,167	5,745,875	100.00%	0
999950 -	0	0	0	0	0	0	0	0.00%	0
Total	163,522,253	0	6,124,067	169,646,320	165,535,587	197,614	165,733,201	97.69%	3,913,119
SALES TAX					0	0	0		
RETENTION					0	0	0		
Final Total	163,522,253	0	6,124,067	169,646,320	165,535,587	197,614	165,733,201	93.15%	3,913,119

Voucher Listing

Company: 00409 - Hoffman Pacificmark LLC JV

Cost Center: 6030118 - Lincoln HS

Date Entered: 04-Jun-24

Page 1 of 1

Type	Voucher	Explanation	Invoice Number	Vendor #	Vendor Name	Amount
JE	1475111			0	Oregon CAT	\$221.00
JE	1482465			0	603 Final CAT Entry	\$764.61
PV	2887554	ASI-153 Facade & Weather Barri	ZERO VOUCHER	56565	McKinstry Co. LLC	\$0.00
PV	2899032	Subcontractor to incorporate a	200101447	661044	Hydro-Temp Mechanical Inc.	\$4,257.01
PV	2899138	ASI-153 Div.09 Drywall & Frami	3017065	213	Hoffman Specialty Contracting	\$204.37
Total for Job 6030118 - Lincoln HS						\$5,446.99

Voucher Detail by Cost Code

Comapny: 00409 - Hoffman Pacificmark LLC JV

Cost Center: 6030118 - Lincoln HS

Page 1 of 1

Voucher	Type	Explanation	Invoice Number	Vendor #	Vendor Name	Amount
Cost Code 076000Flashing and Sheet Metal						
2887554	PV	ASI-153 Facade & Weather Barri	ZERO VOUCHER	56565	McKinstry Co. LLC	\$0.00
Sub-total						\$0.00
Cost Code 092000Plaster and Gypsum Board						
2899138	PV	ASI-153 Div.09 Drywall & Frami	3017065	213	Hoffman Specialty Contracting	\$204.37
Sub-total						\$204.37
Cost Code 220000Plumbing						
2899032	PV	Subcontractor to incorporate a	200101447	661044	Hydro-Temp Mechanical Inc.	\$4,257.01
Sub-total						\$4,257.01
Cost Code 600002Student Success Act						
1475111	JE			0	Oregon CAT	\$221.00
1482465	JE			0	603 Final CAT Entry	\$764.61
Sub-total						\$985.61
Sub-total for Job: 6030118 - Lincoln HS						\$5,446.99

Voucher Summary by Cost Code

Company: 00409 - Hoffman Pacificmark LLC
JV

Cost Center: 6030118 - Lincoln HS

Date Entered: 04-Jun-24

Page 1 of 1

Cost Code	Description	Amount
076000	Flashing and Sheet Metal	\$0.00
092000	Plaster and Gypsum Board	\$204.37
220000	Plumbing	\$4,257.01
600002	Student Success Act	\$985.61
Total for Cost Center: 6030118 - Lincoln HS		\$5,446.99

Oregon Corporate Activity Tax
Thru 4/30/2024

Job 6030118
Lincoln High School

	6030118	
Thru 4/30/2024		165,535,587.00
Less Non- CAT Billings		
CAT Billings		165,535,587.00
Rate		0.376%
6030118 CAT		622,910.41
CAT from 6039518		94,608.30
Total CAT		717,518.71
CAT Accrued (from 600002)		717,297.71
Current Month JE		221.00

Cleveland High School Modernization
 3400 SE 26th Avenue, Portland, Oregon 97202
 Suite 500
 Reconciled 75% Schematic Design Estimate with VE

Skanska USA Building
 1010 Flanders Street
 Portland, OR 97209

Estimate Cross-Tab Summary

C D E F G H

	75% SD Est Recon with VE		75% SD Estimate Recon		Variance 11-15-24		Notes
	316,000 gsf		336,000 gsf		(20,000) gsf		
Description	Cost	Cost/SF	Cost	Cost/SF	Cost	Percent+/-	
01 MAIN BUILDING	\$208,120,913	\$658.61	\$230,617,777	\$686.36	(\$22,496,864)	-10.81%	
A SUBSTRUCTURE	\$20,874,332	\$66.06	\$21,546,832	\$64.13	(\$672,500)	-3.22%	
B SHELL	\$71,301,724	\$225.64	\$83,551,870	\$248.67	(\$12,250,146)	-17.18%	
C INTERIORS	\$34,938,036	\$110.56	\$36,891,610	\$109.80	(\$1,953,574)	-5.59%	
D SERVICES	\$71,866,041	\$227.42	\$78,345,815	\$233.17	(\$6,479,774)	-9.02%	
D10 CONVEYING - ELEVATORS	\$525,500	\$1.66	\$685,500	\$2.04	(\$160,000)	-30.45%	
D20 PLUMBING	\$10,355,615	\$32.77	\$10,494,365	\$31.23	(\$138,750)	-1.34%	
D30 HVAC - Option 2	\$27,566,230	\$87.23	\$32,990,730	\$98.19	(\$5,424,500)	-19.68%	
D40 FIRE SUPPRESSION	\$2,313,411	\$7.32	\$2,368,911	\$7.05	(\$55,500)	-2.40%	
D50 ELECTRICAL	\$31,105,285	\$98.43	\$31,806,309	\$94.66	(\$701,024)	-2.25%	
E EQUIPMENT & FURNISHINGS	\$8,432,863	\$26.69	\$9,573,733	\$28.49	(\$1,140,870)	-13.53%	
z GENERAL REQUIREMENTS	\$707,917	\$2.24	\$707,917	\$2.11	\$0	0.00%	
02 MAIN SITE IMPROVEMENTS	\$14,361,022	\$45.45	\$15,642,493	\$46.56	(\$1,281,471)	-8.92%	
G SITework	\$14,276,431	\$45.18	\$15,557,902	\$46.30	(\$1,281,471)	-8.98%	
z GENERAL REQUIREMENTS	\$84,591	\$0.27	\$84,591	\$0.27	\$0	0.00%	
03 WAVERLEIGH IMPROVEMENTS - OPTION A	\$200,001	\$0.63	\$200,001	\$0.60	\$0	0.00%	
G SITework	\$184,517	\$0.58	\$184,517	\$0.55	\$0	0.00%	
z GENERAL REQUIREMENTS	\$15,484	\$0.05	\$15,484	\$0.05	\$0	0.00%	
04 FIELD HOUSE - 11,000sf	\$5,184,157	\$471.29	\$5,184,157	\$471.29	\$0	0.00%	
	Building=11,000sf		Building=11,000sf				
A SUBSTRUCTURE	\$1,040,943	\$94.63	\$1,040,943	\$94.63	\$0	0.00%	
B SHELL	\$1,476,847	\$134.26	\$1,476,847	\$134.26	\$0	0.00%	
C INTERIORS	\$736,045	\$66.91	\$736,045	\$66.91	\$0	0.00%	
D SERVICES	\$1,805,120	\$164.10	\$1,805,120	\$164.10	\$0	0.00%	
D20 PLUMBING	\$390,878	\$35.53	\$390,878	\$35.53	\$0	0.00%	
D30 HVAC	\$556,164	\$50.56	\$556,164	\$50.56	\$0	0.00%	
D40 FIRE SUPPRESSION	\$68,324	\$6.21	\$68,324	\$6.21	\$0	0.00%	
D50 ELECTRICAL	\$789,754	\$71.80	\$789,754	\$71.80	\$0	0.00%	
E EQUIPMENT & FURNISHINGS	\$69,564	\$6.32	\$69,564	\$6.32	\$0	0.00%	
G Building Sitework	\$10,388	\$0.94	\$10,388	\$0.94	\$0	0.00%	
z GENERAL REQUIREMENTS	\$45,250	\$0.14	\$45,250	\$0.13	\$0	0.00%	
	C D		E F		G H		
	75% SD Est Recon with VE		75% SD Estimate Recon		Variance 11-15-24		Notes
Description	Cost	Cost/SF	Cost	Cost/SF	Cost	Cost/gsf	
05 STADIUM SITE IMPROVEMENTS	\$10,601,813	\$31.55	\$11,104,843	\$33.05	(\$503,030)	-4.74%	
	Buildings=2,776sf	Site=283,623	Buildings=2,776sf	Site=283,623			
A SUBSTRUCTURE	\$589,480	\$212.35	\$589,480	\$212.35	\$0	0.00%	
B SHELL	\$1,129,225	\$406.78	\$1,129,225	\$406.78	\$0	0.00%	
C INTERIORS	\$673,063	\$61.19	\$673,063	\$242.46	\$0	0.00%	
D SERVICES	\$755,821	\$272.27	\$755,821	\$272.27	\$0	0.00%	
D20 PLUMBING	\$445,524	\$160.49	\$445,524	\$160.49	\$0	0.00%	
D30 HVAC	\$119,889	\$43.19	\$119,889	\$43.19	\$0	0.00%	
D40 FIRE SUPPRESSION	\$27,813	\$10.02	\$27,813	\$10.02	\$0	0.00%	

D50 ELECTRICAL	\$162,595	\$58.57	\$162,595	\$58.57	\$0	0.00%	
E EQUIPMENT & FURNISHINGS	\$15,000	\$5.40	\$15,000	\$5.40	\$0	0.00%	
F SPECIAL CONSTRUCTION	\$1,524,000	\$5.37	\$1,724,000	\$6.08	(\$200,000)	-13.12%	
G SITEWORK	\$5,804,078	\$18.37	\$6,107,108	\$21.53	(\$303,030)	-5.22%	
z GENERAL REQUIREMENTS	\$111,146	\$0.35	\$111,146	\$0.39	\$0	0.00%	
06 26th AVENUE PARKING IMPROVEMENTS	\$1,735,033	\$5.49	\$2,035,033	\$6.06	(\$300,000)	-17.29%	
G SITEWORK	\$1,670,987	\$5.29	\$1,970,987	\$5.87	(\$300,000)	-17.95%	
z GENERAL REQUIREMENTS	\$64,046	\$0.20	\$64,046	\$0.19	\$0	0.00%	
SUBTOTAL DIRECT CONSTRUCTION COSTS	\$240,202,939	\$760.14	\$264,784,304	\$788.05	(\$24,581,365)	-10.23%	
Q ALLOWANCES							
Overtime & Schedule related - ALLOWANCE	\$1,078,414		\$20,826,714		(\$19,748,300)	-1831.24%	
OT lost productivity & GC's - ALLOWANCE	\$921,926		\$17,822,626		(\$16,900,700)	-1833.19%	
Trade parking transportation/rental - ALLOWANCE	\$2,400,000		\$2,400,000		\$0	0.00%	
Trade parking lost productivity - ALLOWANCE	\$1,041,949		\$5,241,949		(\$4,200,000)	-403.09%	
Green Energy @ 1.5% total construction cost	\$5,749,806		\$6,927,280		(\$1,177,475)	-20.48%	
Alternative Procurement Strategy	\$6,248,659		\$7,248,659		(\$1,000,000)	-16.00%	
ALLOWANCES	\$17,440,753		\$60,467,228		(\$43,026,475)	-246.70%	
	75% SD Est Recon with VE		75% SD Estimate Recon		Variance 11-15-24		Notes
	C	D	E	F	G	H	
Description	Cost	Cost/SF	Cost	Cost/SF	Cost	Cost/gsf	
SUBTOTAL DIRECT CONST COSTS + ALLOWANCES	\$257,643,692	\$815.33	\$325,251,532	\$968.01	(\$67,607,840)	-28.15%	
Design/Estimating Contingency @ 10%	\$24,020,294		\$26,478,430		(\$2,458,136)	-10.23%	
Escalation to Midpoint - September 2027 @ 250/1000 = 0.75	\$22,780,277		\$23,168,627		(\$388,349)	-1.70%	
Construction Contingency @ 5%	\$12,882,185		\$16,262,577		(\$3,380,392)	-26.24%	
Subtotal Contingency/Escalation	\$59,682,756		\$65,909,634		(\$6,226,878)	-10.43%	
General Conditions & General Requirements	\$42,528,185		\$42,528,185		\$0	0.00%	
Subtotal General Conditions & General Requirements	\$42,528,185		\$42,528,185		\$0	0.00%	
Payment and Performance Bond @ 0.7%	\$2,683,238		\$3,232,731		(\$549,493)	-20.48%	
Builder's Risk - by Owner	\$0		\$0		\$0	0.00%	
Subcontractor Default Insurance (SDI) @ 1.25%	\$4,126,061		\$5,048,995		(\$922,934)	-22.37%	
General Liability Insurance GAP @ 0.2%	\$766,638		\$923,637		(\$156,999)	-20.48%	
Metro SHS tax @ 1%	\$3,833,208		\$4,618,187		(\$784,979)	-20.48%	
Fee @ 2.95%	\$10,983,915		\$13,233,270		(\$2,249,355)	-20.48%	
Measure 118 not included	\$0		\$0		\$0	0.00%	
Moving costs by Owner	\$0		\$0		\$0	0.00%	
Subtotal Indirect Costs	\$22,393,060		\$27,056,820		(\$4,663,761)	-20.83%	
Preliminary Services Fee from RFP	\$139,650		\$139,650		\$0	0.00%	
Preconstruction Services Fee from RFP	\$932,860		\$932,860		\$0	0.00%	
Subtotal Preconstruction Services	\$1,072,510		\$1,072,510		\$0	0.00%	
TOTAL 75% SD ESTIMATE	\$383,320,202	\$1,213.04	\$461,818,681	\$1,374.46	(\$78,498,479)	-20.48%	

Jefferson High School 100% SD Estimate 10-18-24

Spreadsheet Level	Takeoff Quantity	Total Cost/Unit	Total Amount
A10 FOUNDATIONS	322,451.00 GSF	23.54 /GSF	7,590,259
A20 SUBGRADE ENCLOSURES	322,451.00 GSF	0.40 /GSF	127,372
B10 SUPERSTRUCTURE	322,451.00 GSF	121.60 /GSF	39,211,573
B20 EXTERIOR VERTICAL ENCLOSURES	322,451.00 GSF	81.06 /GSF	26,139,485
B30 EXTERIOR HORIZONTAL ENCLOSURES	322,451.00 GSF	17.01 /GSF	5,484,171
C10 INTERIOR CONSTRUCTION	322,451.00 GSF	67.67 /GSF	21,821,817
C20 STAIRS	322,451.00 GSF	6.51 /GSF	2,099,301
C30 INTERIOR FINISHES	322,451.00 GSF	74.54 /GSF	24,034,746
D10 CONVEYING	322,451.00 GSF	4.68 /GSF	1,510,484
D20 PLUMBING / HVAC	322,451.00 GSF	125.34 /GSF	40,416,911
D40 FIRE PROTECTION	322,451.00 GSF	6.91 /GSF	2,227,569
D50 ELECTRICAL	322,451.00 GSF	132.56 /GSF	42,742,801
E10 EQUIPMENT	322,451.00 GSF	16.85 /GSF	5,433,296
E20 FURNISHINGS	322,451.00 GSF	5.58 /GSF	1,800,068
F20 FACILITY REMEDIATION	322,451.00 GSF	25.80 /GSF	8,318,931
F30 DEMOLITION	322,451.00 GSF	21.93 /GSF	7,071,480
G10 SITE PREPARATION	322,451.00 GSF	56.27 /GSF	18,143,652
G20 SITE IMPROVEMENTS	322,451.00 GSF	43.67 /GSF	14,082,582
Z10 GENERAL REQUIREMENTS	322,451.00 GSF	85.02 /GSF	27,414,958

Estimate Totals

Description	Amount	Totals	Rate	st per Unit
Subtotal Direct Cost of	295,671,457	295,671,457		
Estimating & Design	14,783,573		5.000	%
Escalation to Nov 25	16,853,273		5.700	%
Escalation from Nov 25 to Mid Construction Aug 27 (on 50% of _____)	15,056,182			31,909,455
Subtotal Design Phase Contingencies	46,693,028	342,364,485		
Owner GMP Contingency - NIC				
Construction Contingency	17,118,224		5.000	%
Subtotal Construction Contingencies	17,118,224	359,482,709		63,811,252
GCs Staff Labor & Support	28,954,314			
GCs Site Services - See Estimate				
Subtotal GCs	28,954,314	388,437,023		
Liability Ins. - NIC (DCIP)				
Builders Risk Insurance - NIC				
Non-Wrap Project Insurance	3,495,933		0.900	%
Sub Default Insurance	3,695,893		1.250	%
Sub Default Insurance on Contingencies	797,641			
Subtotal Insurances	7,989,467	396,426,490		
GC Performance & Payment Bond	3,550,864		0.850	%
Subtotal Bonds	3,550,864	399,977,354		
Fee	13,999,207		3.500	%
Subtotal Before Precon Agreement	13,999,207	413,976,561		
ACCO + CP Preconstruction & Early Investigation to	1,220,000			
Early Investigation Change Order	250,000			
ACCO + CP Preconstruction September 24 to Aug	2,302,176			
Early Trade Partner Precon & BIM - In COW				
Overall JHS Project Total	3,772,176	417,748,737		



BUILDING: Ida B Wells High School Replacement Portland, OR
 LOCATION: BORA
 ARCHITECT:
 SUBJECT: 100% SD Estimate Rev0

JOB NO: ESTIMATOR: MT/DB/LL
 CHECKED BY: NI

DATE: 11/11/2024
 DWG DATE: 10/14/2024

Description	Area	\$/sf	Total
New Building Estimate	324,593	\$926.43	\$300,713,853
Site Work Estimate	1,150,000	\$66.66	\$76,660,684
GMP Estimate	324,593	\$1,162.61	\$377,374,537
Budget			
Owner Contingency			
Total GMP Value			\$377,374,537

Alternate Pricing (including markups):	Cost Add / (Cost Deduct)	Alt 1: Structural System	TBD
Alt 2: not used		TBD	
Alt 3: Structural - CLT Grade		TBD	
Alt 4: Mechanical Plant		TBD	
Alt 5: Mechanical Distribution		TBD	
Alt 6: Façade Materials		TBD	
Alt 7: Ceiling Fans in Classrooms		TBD	
Alt 8: Green Roofs		TBD	
Alt 9.: Smoke Detection		TBD	
Alt 10: Generator		TBD	
Alt 11: 1.5% GET Funds		TBD	
Alt 12: Mechanical Screening		TBD	
Alt 13: Bleacher Location		TBD	
Alt 14: Bleacher Capacity		TBD	
Alt 15: Multiu-Purpose Field		TBD	
Alt 16: Hitting Facility		TBD	
Alt 17: Artificial Turf		TBD	

Allowance Pricing (incl. in estimate):	
Wayfinding and Storytelling Scope	\$500,000
Exterior Mockup	\$200,000

NOTES

Excludes Contaminated Soil Costs (except as noted) Excludes Permits (other than Trade Permits) Excludes FF&E
 Excludes Utility Connection Fees and Relocates (except as noted)

BUILDING: Ida B Wells High School Replacement
 LOCATION: Portland, OR
 MT/DB/LL
 ARCHITECT: BORA
 SUBJECT: 100% SD Estimate Rev0
 11/11/2024
 DWG DATE: 10/14/2024
BASE CONSTRUCTION SCOPE



JOB NO: 0
 ESTIMATOR:
 CHECKED BY: NI
 DATE:

	GSF	324,593	1,150,000	324,593	
Description	Building	Site	Total	Cost/GSF	
A10 - Foundations	\$6,512,131	\$0	\$6,512,131	\$20.06	

	A20 - Basement Construction	\$4,262,183	\$0	\$4,262,183	\$13.13
	B10 - Superstructure	\$33,495,653	\$0	\$33,495,653	\$103.19
	B20 - Exterior Enclosure	\$20,395,404	\$0	\$20,395,404	\$62.83
	B30 - Roofing	\$5,306,310	\$0	\$5,306,310	\$16.35
	C10 - Interior Construction	\$14,799,956	\$0	\$14,799,956	\$45.60
	C20 - Stairs	\$1,258,000	\$0	\$1,258,000	\$3.88
	C30 - Interior Finishes	\$15,644,368	\$0	\$15,644,368	\$48.20
	D10 - Conveying	\$970,000	\$0	\$970,000	\$2.99
	D20 - Plumbing	\$8,543,570	\$0	\$8,543,570	\$26.32
	D30 - HVAC	\$29,670,303	\$0	\$29,670,303	\$91.41
	D40 - Fire Protection	\$2,596,744	\$0	\$2,596,744	\$8.00
	D50 - Electrical	\$33,844,271	\$0	\$33,844,271	\$104.27
	E10 - Equipment	\$4,825,000	\$0	\$4,825,000	\$14.86
	E20 - Furnishings	\$4,220,737	\$0	\$4,220,737	\$13.00
	F10 - Special Construction	\$0	\$0	\$0	\$0.00
	F20 - Selective Building Demolition	\$0	\$0	\$0	\$0.00
	G10 - Site Preparation	\$0	\$11,861,377	\$11,861,377	\$36.54
	G20 - Site Improvements	\$0	\$28,639,575	\$28,639,575	\$88.23
	G30 - Site Mechanical Utilities	\$0	\$3,503,700	\$3,503,700	\$10.79
	G40 - Site Electrical Utilities	\$0	\$3,500,000	\$3,500,000	\$10.78
	G90 - Other Site Construction	\$0	\$0	\$0	\$0.00
	Z40 - General Requirements/Logistics	\$0	\$0	\$0	\$0.00
	Subtotal	\$186,344,630	\$47,504,651	\$233,849,281	\$720.44
		\$574.09	\$41.31	\$720.44	
	Contingencies & Escalation				
12.50%	Design Contingency	\$23,293,079	\$5,938,081	\$29,231,160	\$90.05
5.00%	Construction Contingency	\$9,317,231	\$2,375,233	\$11,692,464	\$36.02
13.75%	Esc. to Midpoint of Construction (5% to June 2027)	\$25,622,387	\$6,531,890	\$32,154,276	\$99.06
	General Conditions, Requirements & Logistics				
	Pre-Construction Services	\$762,091	\$194,279	\$956,370	\$2.95
	General Conditions, Requirements & Logistics	\$35,104,090	\$8,949,051	\$44,053,141	\$135.72
	Insurances				
1.107%	Subcontractor Default Insurance (SDI)	\$2,707,471	\$690,213	\$3,397,684	\$10.47
0.649%	Hoffman Bond	\$1,922,791	\$490,175	\$2,412,966	\$7.43
by owner	Builder's Risk Insurance	\$0	\$0	\$0	\$0.00
0.379%	Offsite GL and Professional Liability Insur	\$1,122,863	\$286,250	\$1,409,113	\$4.34
0.50%	DSIP Difference in Coverage	\$1,481,349	\$377,639	\$1,858,988	\$5.73
	Taxes				
Excluded	City of Portland Clean Energy Tax - NIC	\$0	\$0	\$0	\$0.00
	Fees & Non Marked Up Costs				
2.90%	Contractor Fee, including CAT	\$8,591,824	\$2,190,305	\$10,782,130	\$33.22
	TOTAL DIRECT CONSTRUCTION COST	\$296,269,806	\$75,527,767	\$371,797,573	\$1,145.43
1.50%	Allowance for Green Energy Technology	\$4,444,047	\$1,132,917	\$5,576,964	
	TOTAL with Green Energy Technology	\$300,713,853	\$76,660,684	\$377,374,537	\$1,162.61



TOGETHER , WE RISE

2025-26 Budget Overview

February 04, 2025

Agenda

- Provide Context for 2025-26 Budget Recommendations
- Share Proposed Recommendations and Anticipated Impacts
- Highlight the Engagement Timeline and Opportunities for Feedback

Financial Pressures Contributing to Our Shortfall



Rising Costs

Inflation has resulted in higher costs of goods and services.

We have invested in our employees' compensation and teacher planning time. PERS costs are also rising.

Our student needs continue.

Limited Revenue

Our state dollars continue to fall short of the costs to operate our schools.

We have less special revenue, including the end of federal pandemic aid.

Declining Enrollment

We have fewer students and the same number of buildings.

Our funding is dependent upon number of students.

Since 2020, PPS's student enrollment has declined 9.5%, faster than Oregon's (6%), and is projected to continue to decline.

Multi-Year Process

COST CONTAINMENT

2022-25



Restricted Hiring + Spending Limits

\$40M OF \$105M REMAINING

2025-26



Current Focus

MODERATE REDUCTIONS PLANNED

2026-27



Future Outlook

\$105M Deficit Timeline

\$72M Two-Year Budget Shortfall Announced in April 2024

\$32M PERS Increase Added to 2025-26 Deficit in November 2024

\$30M Reduced in 2024-25

\$42M Remaining

Added CSL Adjustments Recommended by Governor

\$40M of \$105M Remaining



General Fund Reductions for 2022-23

Unfortunately, our budget gap means that over the next few years, PPS will experience a reduction in staff, programs, and services in schools and the central office.

PPS made \$30 million in cuts for 2022-23.

School-based budgets
\$0 million

Central budgets
-\$30 million

General Fund Reductions for 2023-24

Unfortunately, our budget gap means that over the next few years, PPS will experience a reduction in staff, programs, and services in schools and the central office.

PPS made \$10 million in cuts for 2023-24.

School-based budgets
\$0 million

Central budgets
-\$10 million

General Fund Reductions for 2024-25

Unfortunately, our budget gap means that over the next few years, PPS will experience a reduction in staff, programs, and services in schools and the central office.

PPS made \$30 million in cuts for 2024-25.

School-based budgets

-\$14.2 million

Central budgets

-\$15.7 million

General Fund Reductions for 2025-26

Unfortunately, our budget gap means PPS will experience a reduction in staff, programs, and services in schools and the central office.

PPS needs to make approximately \$40 million in cuts for 2025-26

School-based budgets

-\$29.6 million

Central budgets

-\$12.2 million

These are current estimates; these figures may shift as additional information and decisions surface.

Continued Cuts to Central Budgets

2022-2023

The central office made over \$30 million in reductions to spare schools from funding cuts.

2023-2024

During the middle of the school year, we implemented a hiring freeze for central office positions and reduced non-personnel budgets by \$10 million to address the shortfall.

2024-2025

Reductions for the centrally-based, centrally-funded services totalled \$15 million.

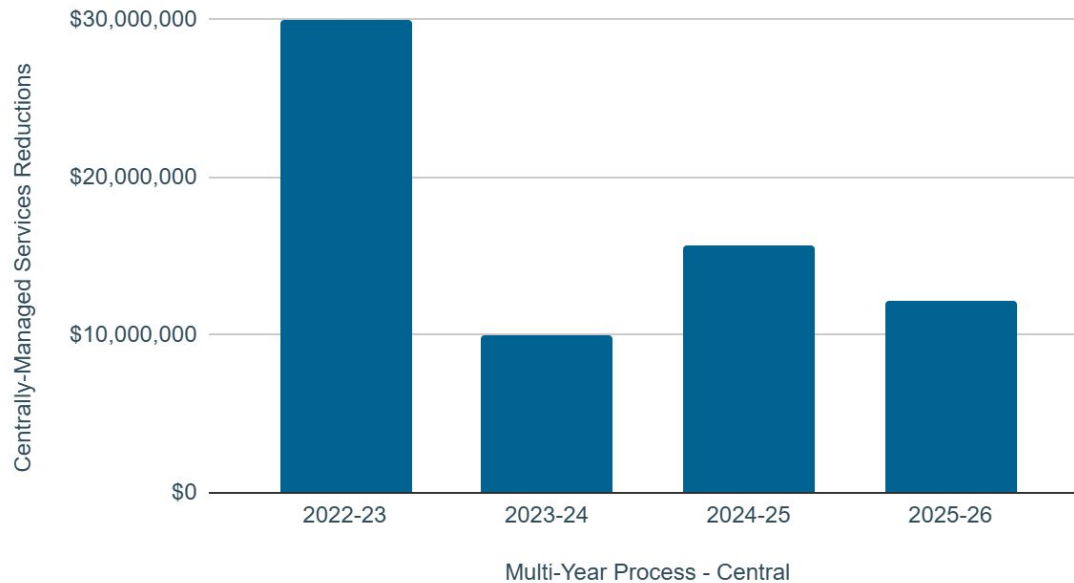
This was achieved to the greatest extent possible by decreasing non-direct student-facing staff, central office operations, and contracts with outside organizations.

Projected 2025-2026

Reductions for the centrally-based, centrally-funded services are projected at \$12 million.

This will be achieved to the greatest extent possible by decreasing non-direct student-facing staff, central office operations, and contracts with outside organizations.

Centrally-Managed Services Reductions



Total \$67M cut over four years

Our Why

Our mission is to educate all children to their highest potential to be productive, respectful, self-reliant, and responsible citizens who value the richness of diversity.

PPS reImagined

Preparing Our Students to Lead Change and Improve the World

- Educational System Shifts
- Educator Essentials
- Graduate Portrait

Forward Together

Strategic Plan for Racial Equity, Inclusion, and Excellence

- Racial Equity & Social Justice
- Inclusive & Differentiated Learning
- Professional Excellence & Support
- Embracing Change

Board of Education Goals

Eliminate Opportunity and Outcome Gaps

- Third Grade Reading
- Fifth Grade Math
- Eighth Grade Readiness
- High School Graduation



25-26 Proposed Reductions



Category	Description	Projected Savings	Position Change
Central Office	Classified Staff	900,000	7
	Senior Leadership Staff	1,500,000	6
	Licensed Staff	600,000	4
	Non-Represented Staff	400,000	3
	Administrator	400,000	2
	Grant Program Ending (Match Requirements)	700,000	1
	Central Office Travel	200,000	0
	Facilities Services Reduction	200,000	0
	Let's Talk Contract	100,000	0
	Non-Personnel	800,000	0
	Personal Services (Contracts)	3,400,000	0
	Professional Development (Reduce Four Teacher Professional Learning Days)	2,200,000	0
	Racial Equity & Social Justice Partnership Contracts 5% Reduction	400,000	0
	Security (Reduce Campus Safety Associate Overtime)	300,000	0
	Transportation - Limit Charter Bus Use	100,000	0
	Central Office Total	\$12,200,000	23

DRAFT

25-26 Proposed Reductions



Category	Description	Projected Savings	Position Change
Elementary School	Kindergarten Educational Assistants at class size of 20 in Title I schools only (Classified Staff Reduction) (39% reduction)	1,200,000	18
	Licensed and Classified Staff Reduction Due to Enrollment Decline	800,000	6
	Reduce K-5 International Baccalaureate Programming	500,000	3
	Elementary School Total	\$2,500,000	27

Category	Description	Projected Savings	Position Change
High School	High School Staffing Formula Increase By One Student	2,800,000	20
	Discontinue High School "Targeted School Improvement" Staffing Allocation	2,100,000	15
	High School Total	\$4,900,000	35

Category	Description	Projected Savings	Position Change
K-8 School	Licensed and Classified Staff Reduction Due to Enrollment Decline	1,200,000	8
	K-8 School Total	\$1,200,000	8

DRAFT

25-26 Proposed Reductions



Category	Description	Projected Savings	Position Change
Middle School	Remove Dual Language Immersion Supplemental Staffing	1,400,000	10
	Reduce Title I Supplemental Staffing	800,000	6
	Licensed and Classified Staff Reduction Due to Enrollment Decline	200,000	1
	Middle School Total	\$2,400,000	17

Category	Description	Projected Savings	Position Change
Multiple School Levels	Reduce Licensed Supplemental Staff (Instructional Coach, Interventionists, Social Emotional Supports, School Site Instructors) (40% reduction)	10,400,000	69
	Program Balancing Pool of Licensed Staff	2,500,000	20
	Program Balancing Pool of Administrators	2,800,000	14
	Program Balancing Pool of Licensed Staff (Southeast Guiding Coalition)	1,400,000	10
	Multiple School Levels Total	\$17,100,000	113

Category	Description	Projected Savings	Position Change
Specialized Programs	Multilingual Learners Staffing (ELD)	1,000,000	7
	Specialized Programs Total	1,000,000	7

Grand Total		\$41,300,000	228
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DRAFT

Engagement Timeline: Winter 2025



Day	Date	Engagement
Thursday	Jan 16	Senior Directors and Assistant Superintendents meet with Dr. Franco and Budget Team
Thursday	Jan 16	Dr. Armstrong + Senior Leaders meet w/ Principals to discuss Budget Overview-DRAFT
TBD	TBD	Board Working Session: Advocacy and Proposed Reductions
Thursday	Jan 23	Community Transition Meeting with External Stakeholders
Thursday	Jan 23	Community Budget Review Committee (CBRC) Meeting
Monday	Feb 3	Educator Town Hall (Virtual)
Wednesday	Feb 5	Central Office Listening Session (PEC)
Wednesday	Feb 5	Community Budget Forum (Virtual)
Thursday	Feb 6	Building Leader Listening Session (PEC)

Board Adoption Timeline: Spring 2025

Day	Date	Engagement
Tuesday	Mar 4	Board Budget Work Session with Community Budget Review Committee
Tuesday	Mar 18	Board Budget Work Session
Tuesday	Apr 22	Board Meeting: Superintendent Delivers the 2025-26 Proposed Budget
Tuesday	May 1	School Board Public Comment Session on the 2025-26 Proposed Budget
Tuesday	May 6	Community Budget Review Committee Presents Reports to School Board
Tuesday	May 20	Board Meeting: School Board as a Budget Committee Approves the 2025-26 Proposed Budget
Tuesday	June 10	TSCC Hearing: Tax Supervising and Conservation Commission Certifies the 2025-26 Approved Budget
Tuesday	June 10	Board Meeting: School Board Adopts the Approved 2025-26 Budget

State Advocacy

State Advocacy Toolkit

**Get involved and help
Oregon students achieve
their highest potential!**

- **Legislative Engagement**
- **External Engagement**
- **Templates and Scripts**

PPS will pursue the following budget priorities in

2025 Legislative Session Advocacy:

- Invest in High Quality Education
- Pass the Governor's Recommended Changes to the Current Service Level (CSL)
- Fully Fund Recent Mandates and New Initiatives
- Fully Fund Special Education Services
- Funding for Student Supports
- Maintain Sustainable Funding
 - ◆ School nutrition programs, extended learning opportunities, and early literacy
 - ◆ Currently on 2025 Oregon Legislative Agenda: [HB 3039](#) Directs ODE to study ways to increase summer and afterschool programs
- Additional Funding
 - ◆ Facility improvements, curriculum, transportation, green schoolyards, cyber security, and healthcare access

Budget Feedback Form

Share Comments with
District Leadership



**TOGETHER,
WE RISE**

Public Comment

Share Public Comment
with the
Board of Education

[publiccomment](mailto:publiccomment@pps.net)
[@pps.net](mailto:publiccomment@pps.net)



**TOGETHER,
WE RISE**

RESOLUTION No. 7040

Adoption of the Minutes

The Following Minutes are offered for Adoption:

- January 07, 2025 – Regular Meeting
- January 13, 2025 – Special Meeting



Meeting Minutes

(Draft for Approval)

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Pursuant to notice made by posting to the Board's public notices webpage and mailed to persons on the mailing list, a Regular Meeting of the Portland Public Schools Board of Education was held at Dr. Matthew Prophet Education Center, 501 N. Dixon St., Portland, OR 97227 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Attendance

Director Julia Brim-Edwards:	Present
Director Michelle DePass:	Present
Director Herman Greene:	Present
Gary Hollands:	Present
Director Andrew Scott:	Present
Patte Sullivan:	Present
Director Edward Wang:	Present
Student Representative JJ Kunsevi:	Present

Opening

6:10 pm

The meeting was called to order by Chair Eddie Wang at 6:10 pm.

Chair Wang provided an update on the status of filling the upcoming Board vacancy, noting that they have three candidates to consider. The candidates will be interviewed and the Board will vote on a candidate on January 13, 2025. There was discussion on the format of the interviews.

Election of Board Chairperson

6:14 pm

There was no discussion.

Actions:

Director Brim-Edwards moved and Director Patte Sullivan seconded the motion to elect Director Eddie Wang as Board Chairperson. The motion was put to a voice vote and passed.

Brim-Edwards: Yes, DePass: Yes, Greene: Yes, Hollands: Yes, Scott: Yes, Sullivan: Yes, Wang: Yes (Yes: 7, No: 0)

Election of Board Vice-Chairperson

6:16 pm

There was no discussion.

Actions:

Director Brim-Edwards moved and Director Hollands seconded the motion to elect Director Michelle DePass and Board Vice-Chairperson. The motion was put to a voice vote and passed.

Brim-Edwards: Yes, DePass: Yes, Greene: Yes, Hollands: Yes, Scott: Yes, Sullivan: Yes, Wang: Yes (Yes: 7, No: 0)

Superintendent's Report

6:18 pm

Superintendent Armstrong thanked board members for their service and provided an update on initiatives to support American Indian and Alaska Native students, including enhanced academic support, staff development, and plans for Native-focused centers within already modernized buildings. The initiatives are in direct response to a letter submitted by the Indian Parent Committee. A community meeting was announced for March 3rd to discuss these efforts and the timeline.

Student Representative's Report

6:27 pm

Student Representative JJ Kunsevi provided an overview of recent activities and provided comment on the student proposed Student Use of Electronic Devices Policy, specifically focusing on restrictions on cell phone use during lunch, indicating that student feedback is that they do not want lunchtime restrictions. District Student Council (DSC) Representative Clara Raan provided comment on the student use of electronic devices policy, stating that she does not support a lunch time restriction, noting that the current restriction at Ida B. Wells is not effective.

Public Comment

6:33 pm

Student Comment:

- Tate Segal – Boys volleyball
- Anna Rogosin – Softball field access at Cleveland
- Katzi Rivera – Support for a Native Success Center

General Public Comment

- Tyler Wallou – Condemn the genocide of Palestinians.

Union Comment

6:47 pm

- Portland Association of Teachers (PAT) :
PAT President Angela Bonilla shared kudos and provided comment in support of a general obligation bond, urging everyone to advocate at the state level for adequate funding and lifting the cap on special education funding.

Resolution to Affirm Rights of Undocumented Students and Protocols for Immigration and Customs Enforcement (ICE) Access to Schools (Resolution 7030)

6:53 pm

Staff: Dr. Jon Franco and Dr. Renard Adams

It was noted that Resolution 7030 is an updated resolution that was first adopted in 2017 with updates to reflect current laws and practices. Staff outlined the district's plan to support students and families, noting that the plan adheres to all applicable laws including "school sanctuary" laws, includes efforts to inform students and families about their rights and the implementation of school-based training to ensure staff are equipped to support immigrant students and families. Board members asked questions and provided

comments, including whether PTAs and community partners would be included in training and the role of community partners in supporting family training initiatives.

Public Comment:

- Magali Rabasa – Call for urgent action to support undocumented students.
- Ana Araujo – Take urgent action to ensure the classroom is a safe space for all students.

Actions:

Director DePass moved and Director Hollands seconded the motion to approve Resolution 7030. The motion was put to a voice vote and passed with Student Representative Kunsevi voting yes (unofficial)

Brim-Edwards: Yes, DePass: Yes, Greene: Yes, Hollands: Yes, Scott: Yes, Sullivan: Yes, Wang: Yes (Yes: 7, No: 0)

Resolution Authorizing Operating Agreement with Albina Vision Trust (Resolution 7024)

7:13 pm

Staff: Dan Jung – Chief Operating Officer; Liz Large – Contracted Senior Legal Advisor; Dana White – Director, Planning & Property Management

Staff provided an overview of the status of the ongoing work, noting that they are working closely with Albina Vision Trust and to complete the minimum criteria document that ensures functionality and operational features align with modern needs. There was discussion regarding the minimum criteria for relocation, including defining "centrally located" and addressing parking availability. It was noted that administrative and warehouse functions may need to be housed separately due to location constraints. Board approval will be required for the minimum requirements. A sense of urgency was expressed regarding the need to move forward due to the deteriorating condition of the current building.

Actions:

Director Greene moved and Director Hollands seconded the motion to approve Resolution 7024. The motion was put to a voice vote and passed, with Student Representative Kunsevi voting yes (unofficial)

Brim-Edwards: Yes, DePass: Yes, Greene: Yes, Hollands: Yes, Scott: Yes, Sullivan: Yes, Wang: Yes (Yes: 7, No: 0)

Second Reading of a Policy: Student Use of Electronic Devices Policy x.xx.xxx-P (Resolution 7029)

7:25 pm

Board Members provided comments on the proposed policy. Discussion included balancing student voice with creating effective policies. It was noted that the policy provides the Superintendent the ability to create exceptions. Superintendent Armstrong provided comments on the policy, noting the challenges of enforcing a lunchtime phone restriction.

Public Comment:

- Cayley Linn – Allow phones at lunchtime
- Jorge Sanchez Bautista – Allow phones at lunchtime
- Ian Ritorto – Allow phones at lunchtime
- Maya Pueo von Geldern – The policy sets clear rules for teachers to follow. Suggests a strong implementation plan.

Actions:

Director Brim-Edwards moved and Director Greene seconded the motion to approve Resolution 7029. The motion was put to a voice vote and passed, with Student Representative Kunsevi voting no (unofficial)

Brim-Edwards: Yes, DePass: Yes, Greene: No, Hollands: No, Scott: Yes, Sullivan: Yes, Wang: Yes (Yes: 5, No: 2)

Referral of a 2025 General Obligation Bond (Resolution 7038)

8:13 pm

Staff: Dan Jung – Chief Operating Officer and Deborah Kafoury – Chief of Staff

Director Scott reflected on the importance of the bond and the strength of the package. Board Members asked questions, including what features will be included in the Cleveland and Ida B. Wells modernizations. Staff confirmed that the schools will have specialized features that are specific to each school similar to the other modernized high schools. Staff provided an overview of the design phases and confirmed that the plan for Cleveland includes off-site athletics with the site location still under consideration.

Public Comment:

- Jazzmin Reece – The time to pass the bond is now. Need to advocate legislature for more money from state.

Public Comment on Subsidiary Motion:

- Lucas Hunter – In support of a Center for Native American Student Excellence
- Lisa Jackson – In support of a Center for Native American Student Excellence

Actions:

Director Scott moved and Director Hollands seconded the motion to approve Resolution 7038. The motion was put to a voice vote and passed.

Brim-Edwards: Yes, DePass: Yes, Greene: Yes, Hollands: Yes, Scott: Yes, Sullivan: Yes, Wang: Yes, Kunsevi: Yes (unofficial) (Yes: 7, No: 0)

Subsidiary Motions:

Julia Brim-Edwards moved and Director Greene seconded the motion to amend Resolution 7038 to add \$40 million to the 2025 Bond, increasing the total bond amount, to fund investment in the planning for and creation of a Center for Native American Student Excellence and to direct staff to amend the proposed ballot title and explanatory statements to effect that amendment. The motion was put to a voice vote and failed.

Brim-Edwards: Yes, DePass: No, Greene: Yes, Hollands: No, Scott: No, Sullivan: No, Wang: No, Kunsevi: Yes (unofficial) (Yes: 2, No: 5)

Board Committee and Conference Reports

9:34 pm

- Audit Committee: The Committee received a presentation on the Annual Comprehensive Financial Report, with no findings, and a Year 5 2024 Annual Bond Performance Audit.

Consent Agenda: Resolutions 7031 through 7037

9:36 pm

No items were pulled from the agenda and there was no Board discussion.

Actions:

Director Scott moved and Director Greene seconded the motion to approve the Consent Agenda, including Resolutions 7031-7037. The motion was put to a voice vote and passed.

Brim-Edwards: Yes, DePass: Yes, Greene: Yes, Hollands: Yes, Scott: Yes, Sullivan: Yes, Wang: Yes (Yes: 7, No: 0)

Adjourn

Board Chair Eddie Wang adjourned the meeting at 6:30 pm.

Submitted by:

Kara Bradshaw

Executive Assistant / Board Clerk
Portland Public Schools

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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

Party to be notified, (b) when sent, if sent by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day, (c) three (3) business days after deposit with the United States Post Office if by registered or certified mail, return receipt requested, postage prepaid, or (d) on the day guaranteed for delivery if deposited with a nationally recognized overnight courier, delivery charges prepaid and addressed to the Party to be notified at the address below, or at such other address as such Party may designate by ten (10) days' advance written notice to the other Party given in the foregoing manner.

If to AVT: Albina Vision Trust, Inc.
P.O Box 5124
Portland, OR 97208
E-mail: Winta@albinavision.org
Attention: Winta Yohannes

with a copy to: Perkins Coie LLP
1120 NW Couch Street, Tenth Floor
Portland, OR 97209
E-mail: DPahl@perkinscoie.com
Attention: Douglas Pahl

If to PPS: 501 N. Dixon St.
Portland, OR 97227
E-mail: llarge@pps.net
Attention: General Counsel

with a copy to: Snell & Wilmer L.L.P.
One East Washington Street
Suite 2700
Phoenix, AZ 85004
E-mail: bsarhangian@swlaw.com
Attention: Byron Sarhangian

Section 8.11. Headings.

The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

Section 8.12. Amendment and Waiver.

Any term of this Agreement and any other agreement, document or instrument entered into in connection herewith or therewith, may be modified or amended and the observance of any term of this Agreement and any such other agreement, document or instrument, may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Parties. Any modification, amendment or waiver effected in accordance with this Section 8.12 shall be binding upon the Parties.

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 to the Operating Agreement)

EXHIBIT A
PEC PARCELS
(Legal Descriptions)

Exhibit A - 1

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. 6861Resolution 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

January 07, 2025

RESOLUTION No. 7025

Election of Board Chairperson

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

January 07, 2025

RESOLUTION No. 7026

Election of Board Vice-Chairperson

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

January 07, 2025

RESOLUTION No. 7027

Skipped

RESOLUTION No. 7028

Withdrawn

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.

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.

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

RESOLUTION No. 7033

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; %
2/25-3/2/25	Jefferson Dancers, 19	National High School Dance Championships	Point Park University, PA	\$1,200	\$10,000

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)

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



PORTLAND PUBLIC SCHOOLS
Board of Education
Monday, January 13, 2025
Special Meeting

Meeting Minutes

(Draft for Approval)

INDEX

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Pursuant to notice made by posting to the Board's public notices webpage and emailed to persons on the mailing list, a Special Meeting of the Portland Public Schools Board of Education was held at Dr. Matthew Prophet Education Center - Board Auditorium, 501 N. Dixon St, Portland, OR 97227 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Attendance

Director Eddie Wang (Board Chair): Present,
Director Michelle DePass (Board Vice-Chair): Present
Director Julia Brim-Edwards: Present
Director Herman Greene: Present
Director Gary Hollands: Present
Director Andrew Scott: Present
Director Patte Sullivan: Present
Student Representative JJ Kunsevi: Present

Call to Order

Board Chair Eddie Wang called the meeting to order at 6:11 pm.

Resolution to Donate Air Purifiers to Los Angeles Unified School District (Resolution 7044)

6:12 pm

Dr. Armstrong shared that the Los Angeles Unified School District has requested air purifiers to address air quality issues caused by fires. It was noted that PPS has 2,600 reserve air purifiers, not including those in classrooms, which were received at no cost. Of these, 2,000 will be sent to Los Angeles, with LA Unified covering the shipping costs.

Motion to adopt Resolution 7044, Resolution to Donate Air Purifiers to Los Angeles Unified School District. This motion, made by Director Herman Greene and seconded by Director Gary Hollands, Passed.

Brim-Edwards: Yes, DePass: Yes, Greene: Yes, Hollands: Yes, Scott: Yes, Sullivan: Yes, Wang: Yes
Yes: 7, No: 0, Student Representative Kunsevi

Zone 1 Board Vacancy-Interviews and Selection

6:19

Jackie Wirz provided an opening statement. Board Members and the Student Representative asked questions of the candidate, including follow-up questions. The candidate provided their response to each question.

6:41 pm - Break
6:44 pm - Reconvened

Christy Splitt provided an opening statement. Board Members and the Student Representative asked questions of the candidate, including follow-up questions. The candidate provided their response to each question.

7:12 pm - Break
7:19 pm - Reconvened

Jazzmin Reese provided an opening statement. Board Members and the Student Representative asked

questions of the candidate, including follow-up questions. The candidate provided their response to each question.

Chair Wang explained that each Board Member would vote to declare their choice of the three candidates interviewed to fill the Zone 1 Vacancy, noting that a candidate must receive four votes to be appointed. If after one round of voting no single candidate receives four votes, the candidate pool would be narrowed down by the two candidates with the most votes. Each Board Member declared their vote for a candidate, resulting in a three-way tie. Chair Wang highlighted the next steps for determining a candidate.

7:48 pm - Break

7:53 pm - Reconvened

There was Board discussion regarding how to move forward with a tied vote. Board Members explained their rationale for supporting their chosen candidate. Each Board Member declared their vote for one of the three candidates, with Christy Splitt and Jazzmin Reese receiving the majority of the votes. Each Board Member then declared a board member candidate from the narrowed candidate pool, resulting in the appointment of Christy Splitt to fill the zone 1 vacancy.

Actions:

The Board appointed Christy Splitt to fill the Zone 1 vacancy through June 30, 2025.

- (Round 1) Each Board Member declared a board member candidate from the full candidate pool, including Jazzmin Reese, Christy Splitt, and Jackie Wirz

Brim-Edwards: Splitt, DePass: Wirz, Greene: Reece, Hollands: Reece, Sullivan: Splitt, Wang: Wirz; Student Representative JJ Kunsevi: Wirz (unofficial)

(Reece 2, Splitt 2, Wirz 2)

- (Round 2) Each Board Member declared a board member candidate from the full candidate pool, including Jazzmin Reese, Christy Splitt, and Jackie Wirz

Brim-Edwards: Splitt, DePass: Wirz, Greene: Reece, Hollands: Reece, Sullivan: Splitt, Wang: Wirz; Student Representative JJ Kunsevi: Wirz (unofficial) (Reece 2, Splitt 3, Wirz 1)

- (Round 3) Each Board Member declared a board member candidate from the remaining candidates, including Jazzmin Reese and Christy Splitt

Brim-Edwards: Splitt, DePass: Wirz, Greene: Reece, Hollands: Reece, Sullivan: Splitt, Wang: Wirz; Student Representative JJ Kunsevi: Wirz (unofficial) (Reece 2, Splitt 3, Wirz 1)

Oath of Office

Newly appointed Director Christy Splitt participated in an oath of office ceremony, administered by Board Chair Wang, and expressed gratitude to those who have supported her in a brief statement.

Adjourn

Chair Wang adjourned the meeting at 8:33 pm

Submitted by:

Kara Bradshaw
Executive Assistant / Board Clerk
Portland Public Schools

Resolutions As Adopted

7044 Resolution to Donate Air Purifiers to Los Angeles Unified School District..... 05

RESOLUTION No. 7044

Resolution to Donate Air Purifiers to Los Angeles Unified School District

RECITALS

- A. The greater Los Angeles area is currently experiencing catastrophic wildfires that are impacting the city, its children and families, and its schools.
- B. PPS possesses approximately 2600 air purifiers in storage, not all of which are not expected to be needed by the District in the next year.
- C. The Los Angeles Unified School District will pay the shipping costs.

RESOLUTION

The Board of Education authorizes the Superintendent to donate 2000 air purifiers currently being stored by Portland Public Schools to help the Los Angeles Unified School District provide safe and healthy classrooms for its schools affected by the wildfires.

RESOLUTION No. 7041

Settlement Agreement

The authority is granted to pay a total of \$301,000.00 to resolve a disputed claim. The settlement agreement will be in a form approved by the General Counsel.

RESOLUTION No. 7042

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

No New Amendments to Existing Revenue Contracts

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount; New Contract Amount	Responsible Admin, Funding Source
State of Oregon	7/1/24 through 6/30/25	Intergovernmental Agreement / Revenue IGA/R 64777 Amendment 9	Funding for Columbia Regional Inclusive Services to provide services to regionally eligible children. This amendment extends the agreement and adds grant funds.	\$8,268,440 \$94,892,754	J. Buno