

Regular Meeting  
Tuesday, December 2, 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 - Board Leadership Intention
3. 6:10 pm - Superintendent's Report
4. 6:20 pm - Student Representative's Report
5. 6:25 pm - Student and Public Comment
6. 6:45 pm - Comments from our Union Partners
7. 6:50 pm - Bond Accountability Quarterly Report
8. 7:10 pm - Bond Program Management (Resolution 7216) Vote - Public Comment Accepted
9. 7:45 pm - Resolution Authorizing the Superintendent to Complete the Acquisition of Real Property for the Center for Black Student Excellence (Resolution 7215) Vote - Public Comment Accepted
10. 8:15 pm - Second Reading: Field Trips, Foreign Travel, and Other Off-Campus Activities Policy 6.50.010-P (Resolution 7217) Vote - Public Comment Accepted
11. 8:40 pm - Second Reading: Defense and Indemnification of District Employees and Board Members 5.50.020-P (Resolution 7218) Vote - Public Comment Accepted
12. 8:45 pm - Student Investment Account Grant Agreement for the 2025-2027 Biennium (Resolution 7225) Vote - Public Comment Accepted
13. 9:05 pm - Finance Focus
14. 9:15 pm - Oregon School Boards Association Election of Representatives to the Board of Directors and Legislative Policy Committee Vote - Public Comment Accepted
  - 14.(a) Board of Directors Position 18
    - Kris Howatt
    - Brenda Rivas
  - 14.(b) Legislative Policy Committee Position 17
    - Heather Coleman-Cox
  - 14.(c) Legislative Policy Committee Position 18
    - Althea Ender
  - 14.(d) Legislative Policy Committee Position 19
    - Christy Splitt
15. 9:25 pm - Consent Agenda: Resolutions 7219 through 7224 Vote- Public Comment Accepted
  - 15.(a) Resolution 7219 - Expenditure Contracts
  - 15.(b) Resolution 7220 - Revenue Contracts
  - 15.(c) Resolution 7221 - Adoption of Minutes
  - 15.(d) Resolution 7222 - Settlement Agreement
  - 15.(e) Resolution 7223 - Authorizing the Sale of 2020 and 2025 Bonds for Capital Improvements
  - 15.(f) Resolution 7224 - Resolution to Appoint a Student Representative to a Portland Public Schools Board of Education Committee

16. 9:30 pm - Committee and Conference Reports
17. 9:45 pm - Other Business / Committee Referrals
18. 9:50 pm - Adjourn

# Board of Education Meeting

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December 2, 2025



PORTLAND  
**Public Schools**

**Meeting starts at 6:00 PM**



# Superintendent's Report

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**TOGETHER, *WE RISE***

**December 2, 2025**



*Thank You!*

**Multnomah County Commissioner  
Julia Brim-Edwards, District 3**

**Multnomah County Commissioner  
Vince Jones-Dixon, District 4**

**THE  
FUND  
FOR PORTLAND  
PUBLIC SCHOOLS**



# Middle School Health Teacher of the Year

Haleigh Jaeger

Sellwood Middle School

Portland Public School District

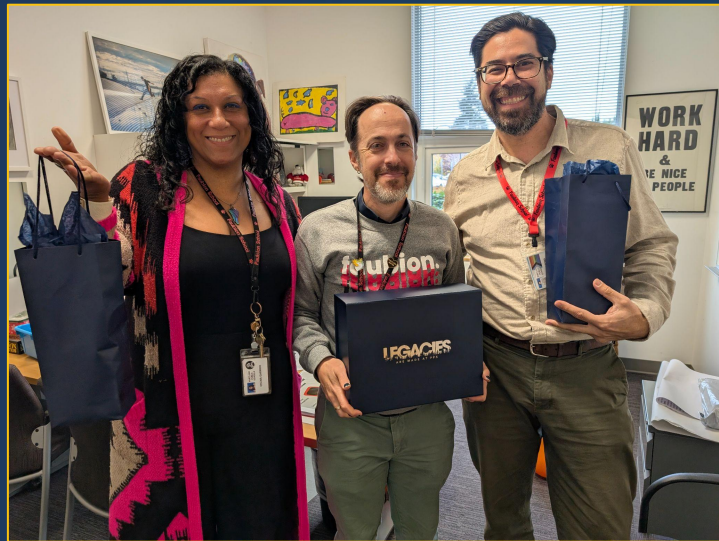




# Grant High School takes 2nd place in the OSAA 6A Boys State Soccer Championship



# PPS Principal Surprise and Delight!



# PPS Students Perform at Portland Art Museum Grand Reopening



**P** PORTLAND  
ART  
MUSEUM

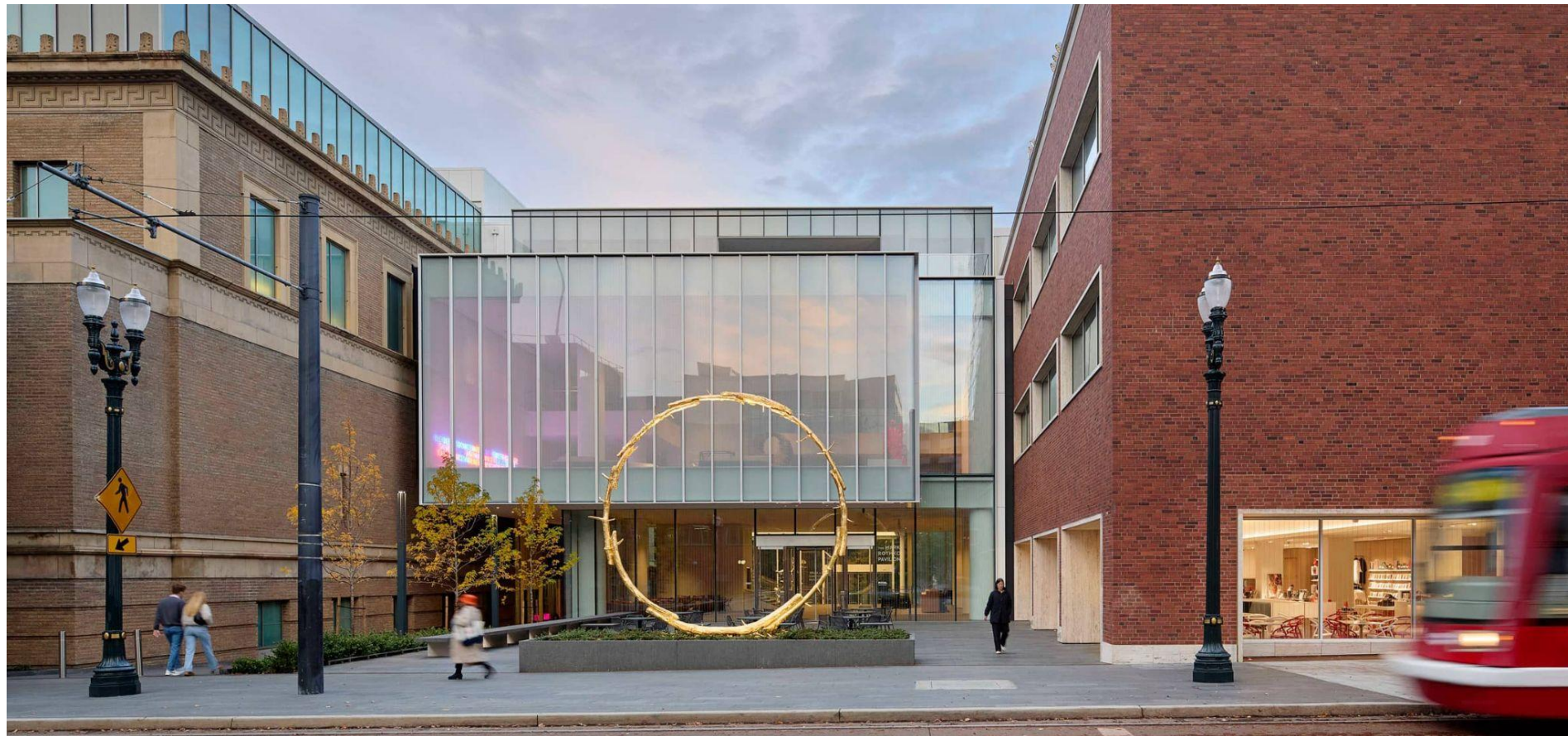


LEGACIES

ARE MADE AT PPS

# LEGACIES

ARE MADE AT PPS



**Mark Rothko**



**ATTENDANCE**

**MATTERS**

**EVERY STUDENT. EVERY DAY.**

**ATTENDANCE**

EVERY STUDENT. EVERY DAY.

**MATTERS**



# Follow along on social!





**TOGETHER,**

**WE RISE**

**WITH EXCELLENCE. WITH PURPOSE.**

# LEGACIES

ARE MADE AT PPS



## Trivory

### Parent-Teacher Conferences

Join us at conferences on Monday and Tuesday, November 21st and 22nd, from 8:30am - 6:00pm.

Families will enter through the front doors, and conferences will be drop-in.

Posted 20 minutes ago



### Girls Basketball vs RHS

5:30 PM in GYM



### Jazz Band Concert

7:00 - 8:00 PM in Auditorium



### Speech and Debate

During Lunch in Room 197

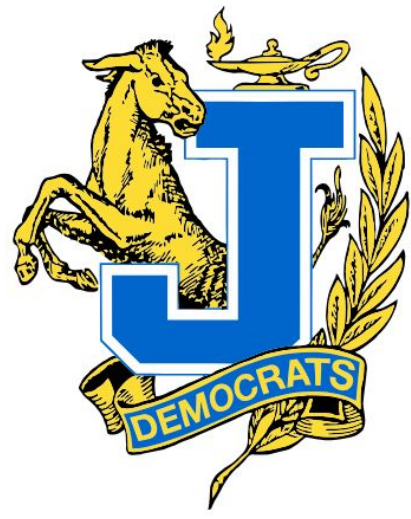
### Library

8:30 AM - 3:30 PM

Period	Start	End
1	8:15 AM	9:46 AM
2	9:53 AM	11:24 AM
Lunch	11:24 AM	11:59 AM
3	12:06 PM	1:37 PM
4	1:44 PM	3:15 PM



Terren Gurule



# Jefferson is Rising Update?

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## **Report to The Portland Public Schools Board of Directors**

Date: October 29, 2025

From: Bond Accountability Committee

Subject: BAC Report #49

### **Committee Charge**

The Portland Public Schools Board of Education (Board) has appointed a citizen Bond Accountability Committee (“Committee”) whose charge is to monitor the planning and progress of the bond programs relative to voter-approved work scope, schedule, and budget objectives.

The duties of the Committee are (i) to receive reports on the status and planned implementation of the bond program; (ii) to determine whether such status and implementation are consistent with the program approved by the voters; and (iii) to report their findings to the Board.

The current members of the BAC are:

Greg DiLoreto, incoming chair  
Norman Dowty  
Chris Dunning  
Travis George  
Ryan Kinsella  
Jonathan Truit  
Cara Turano, Chair  
BOE Director Splitt, liaison to the BAC

Recently two of our members have resigned and staff is reviewing applications for their replacement.

Greg DiLoreto was elected the chair of the BAC. Cara Turano has done an outstanding job serving as BAC chair for the past three years.

### **Background:**

In November 2012, voters approved a \$482M capital improvement bond measure for Portland Public Schools. In May 2017, voters approved a \$790M capital improvement bond measure. In November 2020, voters approved a \$1.206B capital improvement

bond measure and in May 2025, voters approved a \$1.8B capital improvement bond measure to continue the work approved in the three previous bond measures.

All regular BAC meetings are publicly noticed and open to the public. Staff presentation materials, along with BAC reports and meeting minutes are regularly posted on the district website. Meetings are also video recorded, which allows BAC members unable to attend scheduled meetings to watch the proceedings and review the materials at their convenience.

**The BAC meeting on October 29, 2025 was held via Zoom. Seven members participated in the meeting, Greg DiLoreto, Travis George, Jonathan Truit, Norm Dowty, Ryan Kinsella, Chris Dunning and Cara Turano serving as chair.**

Since our last meeting there has been a change in staffing in the Office of School Modernization (OSM). The previous director of OSM resigned and a private firm was brought in to provide overall management. Their contract expires at the end of 2025 (a RFP since our meeting was issued by PPS and Procedeo has been the selected firm pending BOE approval). Additionally, PPS is in the process of hiring a new director for OSM. The meeting covered eight areas: new reporting format; updates on ADA/SPED; mechanical; roofs; security; seismic; and technology, with a detailed presentation on the work on the ERP (enterprise resource planning systems). Most of the meeting was spent on providing input to staff on the proposed new reporting formats. BAC requested that the reports include budget and schedule projections and variance reporting like what had been included in prior years. There was also mention of OSM and BAC discussing options for additional information and/or meetings as appropriate between the quarterly meetings.

**Public comment was received, from John Charles with the Cascade Policy Institute urging the BAC to advocate for revisiting the 1,700-student enrollment size for all high schools.**

## **Report**

*1. Whether the school district bond revenues are expended only for the purposes for which the bonds were approved, and that bond revenues are not used for any purpose prohibited by law.*

- The BAC reviewed the Bond Program Administration report and additional reports specific to bond revenues and expenditures.
- **Based on previous reports and conversation with staff the 2012 Bond Program accurately funded all items identified within that program. For 2017 and 2020 staff is still reconciling expenditures to date and forecasting**

remaining work, which should be completed in the next few weeks. Based on previous reports the BAC believes the programs to have been properly funded; it appears that the school district is spending revenues only for the purposes for which the bonds are approved. For the 2025 bond measure, almost no funds to date have been expended.

*2. Whether the bond budget is sufficient to complete the scope of work as outlined in the voter-approved bonds.*

- **As noted above, staff is reconciling expenditures to date and forecasting remaining work for 2017 and 2020 bond measures. Previous reports showed adequate funding for all projects except for Jefferson High School, which as a result of the 2025 bond should now be adequately funded. As of the July 2025 meeting, no significant funding has been spent on the CBSE (Center for Black Student Excellence), but the BAC understands the District is going through a due diligence process on a potential building purchase to be used for the CBSE.**
- Noted in our July 2025 report the delay in the Bond Measure from 2024 to 2025 caused a funding gap for the ERP Replacement project, however with the passage of the 2025 bond measure, staff reported to the BAC that they have more than adequate funding for the ERP. Any funds remaining will be returned for use on other projects.

*3. Whether the projects planned, in progress, and completed will meet the scope of work specified in the voter-approved bonds; and*

- The BAC reviewed the 2017 and 2020 infrastructure projects in the areas of ADA/SPED, Mechanical, roofs, security, seismic, technology and then looked to the future with the 2025 bond.
- **Based on the information provided by staff, it appears that the school district is proceeding with work that meets the intent of the scope of work specified in the voter-approved bonds.**
- **The 2025 Bond measure seismic scope said the funds were to fully fund 8 to 10 schools. There is concern that with limited funds and escalating costs there may not be enough money to achieve this goal.**
- No issues were noted for the technology program.
- For remaining mechanical projects past 2026, OSM will need to reconcile existing projects and identify remaining funding to determine priorities for future work.
- ADA/SPED work is expected to be completed by end of 2025.

- Roofing projects remain on schedule. Projects beyond 2026 will need to have funding identified and appropriated.
- Radon work is to be completed by the summer of 2026.

*4. Whether the projects are being delivered on schedule relative to the voter-approved bonds.*

- Staff indicated that to accurately determine schedule performance, they need to benchmark each program against its original executive plan. They expressed concern that the 2012 Bond (\$482M) and 2017 Bond (\$790M) were behind schedule as they both still have open projects 13- and 8-year durations respectively. Industry standard is around 5 years. However, most of the delay was due to additional projects being added using remaining bond funds. The original projects were for the most part completed on time. Staff indicates that the 2020 Bond falls within a caution range for industry standards but must account for COVID 19. Work from the 2025 bond measure is just beginning.

*5. The Committee will receive and review copies of annual performance audit reports and financial audit reports to ensure Bond revenues are expended in compliance with state law and the ballot measure language.*

- **District staff is diligent in ensuring all bond revenues be in compliance with state law and the ballot measure language and the BAC has seen no evidence of operating outside of this compliance.**

*Additionally, the Committee may provide feedback and/or advice to the Board on one or more of the following topics:*

- *Alignment with the goals and principles of the Long-Range Facilities Plan;*
- *Alignment with the goals of the Business Equity Policy;*
- *District standards and innovative practices for achieving lower maintenance and construction costs while improving operating efficiency, sustainability, and increasing building longevity;*
- *Historic preservation and school renovation opportunities compatible with the architecture of surrounding Portland neighborhoods;*
- *Potential capital partnerships for joint and shared use of PPS facilities;*
- *Implementation of appropriate ways to address seismic issues;*
- *Topics and scope for the annual performance audit work plan;*
- *Compliance with ADA; and*
- *Communicating key information related to the bonds to the School Board, public groups, organizations and stakeholders.*

- Business Equity was not discussed at the BAC meeting. However, staff provided the BAC chair a draft copy of a report regarding the District's Business Equity Policy results for fiscal year 24-25. The highlights from that report are:
  - In fiscal year 24-25, the District did not meet the 18% aspirational business equity goal, reaching 14.42%
  - One-third of all contracts for District construction, architecture, engineering, and related services projects are with Certified Businesses
  - Certified Business utilization is highest where the District has the most discretion in procurement (i.e., direct appointment of small dollar projects)
- Certification Type
  - Minority-Owned Businesses: 5% (\$6.2 million)
  - Women-Owned Businesses: 7.57% (\$9.4 million)
  - Emerging Small Businesses: 1.2% (\$1.5 million)
  - Bond vs. Non-Bond Projects
    - Bond Projects: 14.33% (\$17.2 million)
    - Non-Bond (Facilities Project Management) Projects: 17.2% (\$1 million)
- Cumulative Workforce Equity
  - The District has consistently exceeded the 20% goal for apprentice hours on eligible construction projects since program inception.
  - The District has consistently exceeded the 25% goal for minority hours (journey and apprentice level) on eligible construction projects since program inception.
  - The District falls short of meeting the 14% goal for female hours (journey and apprentice level) on eligible construction projects, although it is closer than ever this fiscal year.

### *General Comments*

In the interest of improving the effectiveness of the BAC and our ability to meet the intent of our charter we have offered recommendations to OSM staff that include:

- In our previous (July 23<sup>rd</sup> meeting) The BAC asked to see a comparison for the ERP implementation to other similarly sized school districts to understand how/if the \$62 million budget aligns in terms of costs. That was provided and the comparison districts costs were lower than PPS budget estimate. Staff feels extremely confident that we have ample funding to complete this project.
- **The BAC continues to request the BAC receive relevant information rather than relying upon us reading about it in the newspaper and that the BAC receives notification that the documents are available.**
- The BAC would appreciate a monthly update on CBSE from OSM.

In conclusion, we commend PPS with what they have accomplished as the number of projects is numerous and complex. Projects are generally coming in on time and within budget and scope with the exceptions previously noted. We continue to appreciate the quality and professionalism of OSM staff, particularly as they work through the change in leadership, design teams and contractors as they take on multiple issues and ongoing efforts to explore new approaches. We thank the Board for this opportunity to serve and play a small part in your bond programs.

**Additional Resources:**

PPS Bond Program website at <https://www.pps.net/Page/117>

PPS BAC page at <https://www.pps.net/Page/464>

**RESOLUTION No. 7216**

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**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>	<b>Certified Business</b>
PROCEDEO, LLC	12/10/25 through 12/9/30 Option to renew for up to two additional two-year terms through 12/9/34	Related Services RS 97329	Bond program management services: lead and oversee the delivery of bond-funded District construction projects and provide administrative oversight to the Office of School Modernization. Request for Proposals 2025-036	\$61,541,860	J. Franco Fund Varies Dept. 5511	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.



To: Board of Education  
From: Dr. Kimberlee Armstrong, Superintendent  
Cc: Jon Franco, Senior Chief of Operations  
Deborah Kafoury, Chief of Staff  
Sharon Toncray, Chief Legal Officer  
RE: Procedeo Contract  
Date: November 25, 2025

## **BACKGROUND**

Portland Public Schools is at a critical juncture in the successful delivery of its capital program. To ensure that our largest and most complex projects remain on schedule, within budget, and aligned with community expectations, the District is engaging Procedeo as the bond program management firm responsible for overseeing three high school modernizations and the Center for Black Student Excellence (CBSE). This strategic partnership strengthens our capacity, stabilizes project leadership, and supports a more predictable and transparent delivery of voter-approved improvements.

## **SUMMARY OF PPS REQUEST FOR PROPOSALS (RFP) PROCESS**

Portland Public Schools followed its standard, competitive Request for Proposals (RFP) process to select the most qualified firm. The solicitation was formally issued on October 7, opening the window for interested firms to participate. Vendors were able to submit written questions through October 17, ensuring all proposers received consistent and clarified information. PPS issued the final addenda on October 23, incorporating questions and any required updates.

Proposals were due on October 30, after which the Evaluation Committee independently reviewed and scored all submissions in accordance with the published criteria. The Evaluation Committee was composed of: Jon Franco, Senior Chief of Operations; Deborah Kafoury, Chief of Staff; Dana White, Senior Director of Real Estate and Construction; Stephen Effros, Project Manager, Office of School Modernization; and Linda Degman, General Counsel, Pence Construction. Three firms submitted proposals.

After scoring of the written proposals, two firms advanced to interviews held November 14, allowing the committee to further assess experience, capacity, and alignment with District



**PORTLAND**  
**Public Schools**

needs. Based on the combined evaluation of written proposals and interviews, PPS issued a Notice of Intent to Award to Procedeo on November 17.

### **SCOPE OF WORK**

The scope of work for this contract includes full project management services for the three high school modernizations and the Center for Black Student Excellence (CBSE), as well as administrative oversight of the Office of School Modernization. Procedeo will provide comprehensive leadership, management, coordination, and financial, analytical, and communications support to ensure each project is delivered successfully within the timeframes and budgets established by Portland Public Schools.

Procedeo's general services for each project include: fiscal and budget management; development and maintenance of the project management plan; project scheduling; project controls; management of contingencies; design and engineering review; preconstruction coordination; construction phase oversight; and occupancy and post-occupancy services.

Procedeo will ensure strong collaboration and accountability with Construction Manager/General Contractors (CM/GCs) and General Contractors, maintain rigorous adherence to established risk-management practices, and support all program and project audits, insurance requirements, and safety standards. These responsibilities are essential to delivering high-quality, community-aligned school facilities across the District.

### **COMPENSATION STRUCTURE**

Procedeo will receive a base compensation of approximately \$55,066,000, which represents 4% of the estimated combined remaining budgets for the three high school modernizations, the Center for Black Student Excellence (CBSE) construction, and administrative oversight of the Office of School Modernization. This base compensation reflects the comprehensive scope of program and project management support required to successfully deliver these large scale capital investments.

In addition to the base compensation, the contract includes an incentive compensation component designed to reinforce accountability and performance. These incentives are tied to key outcomes, including the successful, timely, and on-budget completion of projects, as well as key staff retention, ensuring stability and continuity across all phases of the program. PPS has never simultaneously executed on four significant capital projects, and the compensation structure incentivizes timely completion of all projects.



## **INDUSTRY CONTEXT**

The base compensation of 4% of total project budgets for Procedeo is consistent with industry standards for large-scale K–12 capital programs. Typical program or project management fees for multi-site modernization projects range from 3–6% of construction costs, depending on complexity, risk, and scope of services.

In the context of the current construction market, with elevated labor costs, the 4% base fee represents strong value while ensuring Procedeo has sufficient resources to deliver projects on time, on budget, and with consistent quality. The inclusion of performance-based incentives further aligns compensation with successful project completion and staff retention, reinforcing accountability and continuity across the program.

## **CONNECTION TO BOARD GOALS**

The new modernized high schools and the Center for Black Student Excellence will provide students with an equitable, individualized, high-quality learning experience and the tools to reach their full potential within an environment that is safe, healthy, and joyful. The new high schools and the CBSE will embody PPS’s Mission, Vision and Values, and its Climate Policy, to strengthen the future of its students and its communities.

## **STAFF RECOMMENDATION**

Staff recommends approval of the Procedeo contract.

## RESOLUTION NO. 7215

### Resolution Authorizing the Superintendent to Complete the Acquisition of Real Property for the Center for Black Student Excellence

#### RECITALS

- A. The PPS Board of Education (the “Board”) of Portland Public Schools (the “District”) has the authority to acquire interests in real property needed for school purposes under ORS 332.155.
- B. The District’s 2020 General Obligation Bond Measure approved by the voters included funding for the District to acquire/construct facilities related to the Center for Black Student Excellence (“CBSE”).
- C. On September 9, 2025, the Board approved Resolution 7165 authorizing execution of a purchase and sale agreement (the “PSA”) to acquire real property located at 25 N. Fremont Street and 3506-3514 N. Vancouver Avenue, Portland, Oregon (the “One North Property”) for the CBSE for the purchase price of \$16,000,000.
- D. The PSA included a due diligence period for the District to review the feasibility of repurposing the One North Property for use for the CBSE and providing for final Board approval to close the purchase following this due diligence analysis (the “Approval Election”).
- E. The District has completed due diligence, and the Superintendent recommends to the Board that the District proceed to closing.

#### RESOLUTION

- 1. The Board hereby approves closing the purchase of the One North Property and related assets described in the PSA on or before December 31, 2025, in an amount not to exceed \$16,000,000 plus reasonable and customary closing costs paid at closing.
- 2. The Board hereby delegates the authority to the Superintendent or the Superintendent’s designee to continue price negotiations as described in the recitals and to deliver to the seller the written Approval Election under the PSA if such negotiations are resolved in a manner acceptable to the Superintendent or such designee.
- 3. The Board further authorizes the Superintendent or Superintendent’s designee to negotiate and execute all documents on behalf of the District necessary to close the transaction.



## PORTLAND PUBLIC SCHOOLS

### REAL ESTATE AND CONSTRUCTION

501 North Dixon Street / Portland, OR 97227

Telephone: (503) 916-2000

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

### STAFF REPORT

**Date:** December 2, 2025

**To:** Board of Education

**From:** Dana White, Sr. Director of Real Estate and Construction

**Subject:** One North Property Due Diligence Summary

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#### **BACKGROUND**

On September 9, 2025, the Board of Education approved Resolution 7165, authorizing execution of Purchase and Sale Agreement (PSA) for the proposed Center for Black Student Excellence building. The approval of this resolution began a 90-day due diligence period of the property as outlined in the PSA.

#### **ANALYSIS OF SITUATION**

The reports and studies performed to date are a standard part of real estate due diligence for any commercial real estate transaction. Staff reported due diligence activities and information through the Facilities Improvement and Oversight Committee on October 8 and provided feasibility and building condition reports in advance of the November 10 Committee meeting. The full findings of the due diligence were shared with the full Board at the November 18, 2025, Work Session.

Also, on November 24, staff was advised that PPS's property tax exemption would not be in effect until July 1, 2026; so, PPS will be responsible for property taxes related to the portions of the building that *are not occupied* by other tenants from closing through June 30, 2026, as part of closing costs. After that, PPS will have no net property tax liability for the building.

#### **FISCAL IMPACT**

Total cost of purchase, build out, and HVAC replacement is estimated to be \$37M-\$41M, well within the \$60M allocation in the 2020 bond.

Funds required for closing are approximately \$16.1M including reimbursement of property taxes, title fees and rent reconciliation as is usual and customary in transactions of this nature.

**TIMELINE FOR IMPLEMENTATION / EVALUATION**

The time needed to complete the improvements for student-facing programming is estimated at approximately twenty-four (24) to thirty (30) months.

**BOARD OPTIONS WITH ANALYSIS**

The Board may choose to move forward with the purchase and closing of the One North Property for use as the new Center for Black Student Excellence by approving Resolution 7215

The alternative option is to not proceed with the purchase and closing of the One North property, and look for an alternate property to purchase and remodel, or build a new building/space for the CBSE on property that PPS already owns or purchases. Both of these alternatives would extend planning and construction time beyond the approximately 30 months to completion noted above.

**STAFF RECOMMENDATION**

Staff recommends that the Board approve Resolution 7215 authorizing the District proceed to closing on the One North property.

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**RESOLUTION No. 7217**

Resolution to Adopt the Revised Field Trips, Foreign Travel, and Other  
Office Campus Activities Policy 6.50.010-P

**RECITALS**

- A. On August 28, 2025 and October 20, 2025, the Board Policy Committee reviewed and considered the proposed revisions of the Field Trips, Foreign Travel, and Other Office Campus Activities Policy - 6.50.010-P.
- B. On October 28, 2025 the Board presented the first reading of the revised Field Trips, Foreign Travel, and Other Office Campus Activities Policy.
- C. Pursuant to District policy, the public comment was open for at least 21 days, and public comment was received.

**RESOLUTION**

The Board hereby adopts the revised Field Trips, Foreign Travel, and Other Office Campus Activities Policy - 6.50.010-P and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.

## **Field Trips, Foreign Travel, and Other Off-Campus Activities**

### **6.50.010-P**

**Amendment 1: Intent is to provide the Board with visibility on the field trips that occur throughout the year. Proposed changes to language shown in blue.**

#### **Our Commitment to Off-Campus Learning**

At Portland Public Schools, we believe deeply in the power of learning beyond our campuses. These experiences enrich education and create lasting memories for our students. We are committed to making these valuable opportunities accessible and inclusive for all children in our school community. When planning off-campus activities, we prioritize educational value, student safety, appropriate supervision, and inclusive practices that welcome all students.

#### **District-Sponsored Activities**

Learning activities outside the classroom can be a vital part of a well-rounded education. Off-campus experiences should be carefully designed, curriculum-supported experiences that extend beyond the regular school day or campus and support meaningful educational objectives. At the same time, students remaining on campus must continue to receive quality, curriculum-based instruction.

#### **Approval Process**

- **Single-Day Trips:** School principals can approve field trips that take place during one school day other than wilderness day trips, which require approval by Risk Management.
- **Multi-Day Trips:** For experiences lasting more than one day, both Risk Management and the Senior Director of Schools must approve the activity.
- **Overnight and International Trips:** These trips require advance, initial approval from the Senior Director of Schools before completing the detailed trip forms for approval by Risk Management.
- **Planning Resources:** For timelines, procedures, and requirements, staff should visit the Risk Management website:  
<https://staff.pps.net/departments/district-field-trips/district-field-trips>.
- **Sharing Information with Board:** On a quarterly basis, the approval forms outlined above will be compiled and shared with the Board for information.

#### **Creating Inclusive Experiences**

When planning off-campus activities, staff should consider the following to ensure that all students can safely and meaningfully participate:

- Financial accessibility for all families
- Potential barriers or risks based on race, religion, culture, gender, sexual identity, or immigration status

- Accommodations for students with special needs, including those with IEPs or Section 504 plans

### **Safety and Conduct Expectations**

- **Substance-Free Environment:** To ensure safety, adults participating in any District field trip may not consume alcohol or recreational drugs.
- **Behavior Guidelines:** Students, staff, and volunteers are expected to follow District policies, including the Professional Conduct Policy-5.10.064-P and the Student Responsibilities, Rights, and Discipline Handbook, while representing our schools. These expectations should be reviewed before all extended off-campus activities.
- **Safety First:** All field trips requiring Risk Management approval must have approval before departure. If a trip takes place without Risk Management approval, the Senior Director of Schools and principal will be notified.

### **Non-School Sponsored Activities**

Sometimes it can be difficult to tell the difference between school-sponsored and non-school-sponsored activities.

If a trip is not sponsored by PPS, then:

- No PPS funds may be used
- No PPS staff may support the activity in their capacity as PPS employees
- No PPS resources (emails, logos, buses, etc.) may be used to communicate about the trip.

Anyone leading non-PPS-sponsored trips must clearly inform parents/guardians that the trip is not affiliated with PPS and that parents/guardians assume all liability with the decision to have their child(ren) participate.

### **Travel Study Programs**

Travel study programs are a kind of non-PPS-sponsored trip organized by outside companies. We do not fund, sponsor, or endorse these external programs.

When sharing information about these programs:

- All materials must include this disclaimer: "Portland Public Schools does not fund, sponsor, or endorse this travel study program. The District is not responsible for conducting or supervising this trip. Portland Public School employees who participate in travel study programs are not acting in their capacity as District employees and do so at their own risk. Students participating in travel study programs do so at their own risk."
- Materials cannot use the name of Portland Public Schools or any PPS school
- Information cannot be distributed through PPS email without school administrator approval and proper disclaimers

- Organizations must follow Civic Use of Buildings procedures (see 3.30.010-P, 3.10.011-AD, and 3.30.013-AD) for guidance on holding informational meetings after school hours.

## **Field Trips, Foreign Travel, and Other Off-Campus Activities**

### **6.50.010-P**

**Amendment 2: Intent is to ensure clarity in expectation that there will be continuity in the education for students. Changes shown in orange.**

#### **Our Commitment to Off-Campus Learning**

At Portland Public Schools, we believe deeply in the power of learning beyond our campuses. These experiences enrich education and create lasting memories for our students. We are committed to making these valuable opportunities accessible and inclusive for all children in our school community. When planning off-campus activities, we prioritize educational value, student safety, appropriate supervision, and inclusive practices that welcome all students.

#### **District-Sponsored Activities**

Learning activities outside the classroom can be a vital part of a well-rounded education. Off-campus experiences should be carefully designed, curriculum-supported experiences that extend beyond the regular school day or campus and support meaningful educational objectives. At the same time, students remaining on campus must continue to receive quality, curriculum-based instruction, **which necessitates intentional planning to ensure continuity of all students' education (those on the trip and those remaining in the classroom).**

#### **Approval Process**

- **Single-Day Trips:** School principals can approve field trips that take place during one school day other than wilderness day trips, which require approval by Risk Management.
- **Multi-Day Trips:** For experiences lasting more than one day, both Risk Management and the Senior Director of Schools must approve the activity.
- **Overnight and International Trips:** These trips require advance, initial approval from the Senior Director of Schools before completing the detailed trip forms for approval by Risk Management.
- **Planning Resources:** For timelines, procedures, and requirements, staff should visit the Risk Management website:  
<https://staff.pps.net/departments/district-field-trips/district-field-trips>.

#### **Creating Inclusive Experiences**

When planning off-campus activities, staff should consider the following to ensure that all students can safely and meaningfully participate:

- Financial accessibility for all families
- Potential barriers or risks based on race, religion, culture, gender, sexual identity, or immigration status

- Accommodations for students with special needs, including those with IEPs or Section 504 plans

### **Safety and Conduct Expectations**

- **Substance-Free Environment:** To ensure safety, adults participating in any District field trip may not consume alcohol or recreational drugs.
- **Behavior Guidelines:** Students, staff, and volunteers are expected to follow District policies, including the Professional Conduct Policy-5.10.064-P and the Student Responsibilities, Rights, and Discipline Handbook, while representing our schools. These expectations should be reviewed before all extended off-campus activities.
- **Safety First:** All field trips requiring Risk Management approval must have approval before departure. If a trip takes place without Risk Management approval, the Senior Director of Schools and principal will be notified.

### **Non-School Sponsored Activities**

Sometimes it can be difficult to tell the difference between school-sponsored and non-school-sponsored activities.

If a trip is not sponsored by PPS, then:

- No PPS funds may be used
- No PPS staff may support the activity in their capacity as PPS employees
- No PPS resources (emails, logos, buses, etc.) may be used to communicate about the trip.

Anyone leading non-PPS-sponsored trips must clearly inform parents/guardians that the trip is not affiliated with PPS and that parents/guardians assume all liability with the decision to have their child(ren) participate.

### **Travel Study Programs**

Travel study programs are a kind of non-PPS-sponsored trip organized by outside companies. We do not fund, sponsor, or endorse these external programs.

When sharing information about these programs:

- All materials must include this disclaimer: "Portland Public Schools does not fund, sponsor, or endorse this travel study program. The District is not responsible for conducting or supervising this trip. Portland Public School employees who participate in travel study programs are not acting in their capacity as District employees and do so at their own risk. Students participating in travel study programs do so at their own risk."
- Materials cannot use the name of Portland Public Schools or any PPS school
- Information cannot be distributed through PPS email without school administrator approval and proper disclaimers

- Organizations must follow Civic Use of Buildings procedures (see 3.30.010-P, 3.10.011-AD, and 3.30.013-AD) for guidance on holding informational meetings after school hours.

# Portland Public School District 1<sup>st</sup> Reading

DATE OF FIRST READING: October 28, 2025

## **PUBLIC COMMENT FOR Revision of Policy 6.50.010-P: Field Trips, Foreign Travel, and Other Off-Campus Activities**

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

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

**Open for Comment until at least:  
November 18, 2025**

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**Summary:** Revision of Field Trips, Foreign Travel, and Other Off-Campus Activities Policy 6.50.010-P

**1<sup>st</sup> Reading by:** Director Michelle DePass  
Portland Public School Board, Policy Committee Chair

**Referred for a 1st Reading by:** Portland Public Schools Board of Education, Policy Committee

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

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

**Draft Policy Comment Form:** <https://forms.gle/VqYbmVA36qqADj6n6>

<b>Included in Packet</b>	<b>Page</b>
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## PORTLAND PUBLIC SCHOOLS

### Office of General Counsel

501 North Dixon Street / Portland, OR 97227

Telephone: (503) 916-2000

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

## STAFF REPORT

**Date:** October 23, 2025  
**To:** Board of Education  
**From:** Kristen Weiler, Risk Management  
**CC:** Liz Large, Contracted Senior Legal Advisor  
**Subject:** Field Trip Policy

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### Policy Summary

The Policy Committee has moved the attached proposed amended Field Trip Policy for consideration by the full Board. Here is a summary of the substantive issues addressed in the policy, which, other than Board approval, are substantially similar to the current policy:

- Centralized field trip approval will be managed by the Senior Director of Schools and Risk Management.
- Trip leaders will foster welcoming and inclusive experiences for all students who would like to participate.
- Clear safety and behavioral expectations of adults and students.
- If a trip is not sponsored by PPS, sponsors, including staff, cannot use PPS funds, resources, or their roles as employees to support or promote the trip.
- Travel study programs are not sponsored or endorsed by PPS. These external trips must include a disclaimer, cannot use PPS names or resources, and must follow specific guidelines for sharing information and hosting meetings.

The attached chart compares the current policy to the current revision.

Significant updates include:

- Removal of Board approval on out-of-state field trips that are more than 150 miles from the Prophet Center and international trips (Risk Management's review and vetting of those and other field trips is still required).
- Reiterating an expectation of a substance-free environment on trips, noting particularly for adults which is not contained in other PPS policies.
- Updated structure and language to make it more streamlined and easier to read.

## **ANALYSIS OF SITUATION**

Before coming to the Board, extensive review and approval of overnight policies by the Senior Director of Schools and Risk Management must be completed.<sup>1</sup> The additional layer of approval for Board review, adds time pressure on schools, especially for field trips that need to be planned months in advance (e.g., international trips) or those that require quick approval (e.g., out of town playoff games). Some trips have needed special, single-purpose Board meetings for approval to meet the deadline of booking affordable airline tickets or meeting other time constraints.

Board approval does not add a substantive layer of risk mitigation. It does provide visibility to what trips are being taken, the cost of trips, and whether trips are being taken equitably across the District. Staff has offered to develop other means of providing that visibility.

In 2024, the Board considered additional amendments to the Policy, which were never adopted. See attached August 6, 2024, First Reading packet.

### **Fiscal Impact**

In some circumstances, plane fares and other prepaid expenses may vary depending on timing of final approval.

### **Staff Recommendation**

Staff recommends adoption of the proposed amended policy.

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<sup>1</sup> Senior Director of Schools has to approve the field trip proposals prior to planning the trip, including reviewing plans for equity, inclusion, and financial expectations.

# Proposed Draft

October 2025 DRAFT Field Trip Policy

## Field Trips, Foreign Travel, and Other Off-Campus Activities

### 6.50.010-P

#### Our Commitment to Off-Campus Learning

At Portland Public Schools, we believe deeply in the power of learning beyond our campuses. These experiences enrich education and create lasting memories for our students. We are committed to making these valuable opportunities accessible and inclusive for all children in our school community. When planning off-campus activities, we prioritize educational value, student safety, appropriate supervision, and inclusive practices that welcome all students.

#### District-Sponsored Activities

Learning activities outside the classroom can be a vital part of a well-rounded education. Off-campus experiences should be carefully designed, curriculum-supported experiences that extend beyond the regular school day or campus and support meaningful educational objectives. At the same time, students remaining on campus must continue to receive quality, curriculum-based instruction.

#### Approval Process

- **Single-Day Trips:** School principals can approve field trips that take place during one school day other than wilderness day trips, which require approval by Risk Management.
- **Multi-Day Trips:** For experiences lasting more than one day, both Risk Management and the Senior Director of Schools must approve the activity.
- **Overnight and International Trips:** These trips require advance, initial approval from the Senior Director of Schools before completing the detailed trip forms for approval by Risk Management.
- **Planning Resources:** For timelines, procedures, and requirements, staff should visit the Risk Management website: <https://staff.pps.net/departments/district-field-trips/district-field-trips>.

#### Creating Inclusive Experiences

When planning off-campus activities, staff should consider the following to ensure that all students can safely and meaningfully participate:

- Financial accessibility for all families
- Potential barriers or risks based on race, religion, culture, gender, sexual identity, or immigration status
- Accommodations for students with special needs, including those with IEPs or Section 504 plans

# Proposed Draft

## Safety and Conduct Expectations

- **Substance-Free Environment:** To ensure safety, adults participating in any District field trip may not consume alcohol or recreational drugs.
- **Behavior Guidelines:** Students, staff, and volunteers are expected to follow District policies, including the Professional Conduct Policy-5.10.064-P and the Student Responsibilities, Rights, and Discipline Handbook, while representing our schools. These expectations should be reviewed before all extended off-campus activities.
- **Safety First:** All field trips requiring Risk Management approval must have approval before departure. If a trip takes place without Risk Management approval, the Senior Director of Schools and principal will be notified.

## Non-School Sponsored Activities

Sometimes it can be difficult to tell the difference between school-sponsored and non-school-sponsored activities.

If a trip is not sponsored by PPS, then:

- No PPS funds may be used
- No PPS staff may support the activity in their capacity as PPS employees
- No PPS resources (emails, logos, buses, etc.) may be used to communicate about the trip.

Anyone leading non-PPS-sponsored trips must clearly inform parents/guardians that the trip is not affiliated with PPS and that parents/guardians assume all liability with the decision to have their child(ren) participate.

## Travel Study Programs

Travel study programs are a kind of non-PPS-sponsored trip organized by outside companies. We do not fund, sponsor, or endorse these external programs.

When sharing information about these programs:

- All materials must include this disclaimer: "Portland Public Schools does not fund, sponsor, or endorse this travel study program. The District is not responsible for conducting or supervising this trip. Portland Public School employees who participate in travel study programs are not acting in their capacity as District employees and do so at their own risk. Students participating in travel study programs do so at their own risk."
- Materials cannot use the name of Portland Public Schools or any PPS school
- Information cannot be distributed through PPS email without school administrator approval and proper disclaimers

# Proposed Draft

- Organizations must follow Civic Use of Buildings procedures (see 3.30.010-P, 3.10.011-AD, and 3.30.013-AD) for guidance on holding informational meetings after school hours.



# Field Trips, Foreign Travel, and Other Off-Campus Activities

## Original/Current Policy

The District believes in the value of experiences outside the classroom and endeavors to make these opportunities available to all. As in all other aspects of school life, PPS is committed to both the access to and the inclusivity of off-campus activities. In planning and authorizing off-campus activities, primary consideration shall be given to the educational outcomes derived, the safety and welfare of students involved, District expectations of conduct and behavior on the part of all participants, and the selection of appropriate adult supervision in accordance with Board Policy [5.10.064-P Professional Conduct between Adults and Students](#).

### I. District-Sponsored Activities

Special activities outside the classroom are an important part of an educational experience. Students shall be allowed to participate in carefully planned learning experiences or co-curricular activities, which fall outside the normal school program, school day, and/or are off-campus when they serve a legitimate educational purpose. Off-campus activities should promote and not compromise the integrity and purpose of the District's educational programs. Plans for continuity of curriculum must be made for the off-campus activity and likewise for students remaining on campus. This policy applies to all off-campus activities, unless otherwise noted.

- 1) As authorized through this policy and Administrative Directives, the Superintendent's designees may authorize field trips and other extra-curricular activities involving travel off-campus when such activities contribute to educational goals.
- 2) District staff responsible for overseeing extended travel must notify building administrators in advance of the trip so that plans for continuity of curriculum and instruction can be assured for students remaining on campus. Those plans will be communicated to the school community and observed so that no disruption in curriculum or programming will occur for students remaining on campus.



### Field Trips, Foreign Travel, and Other Off-Campus Activities

#### Original/Current Policy

- 3) Schools and staff to submit field trip requests for review, and approval or denial, prior to any planned activities.
  - a. Principals shall have the authority to approve regular off-campus field trips, subject to Risk Management approval, occurring during the course of one school day.
  - b. All off-campus trips comprising more than one school day will be reviewed by Risk Management and approved by the supervising Area Assistant Superintendent.
  - c. Specific timelines, procedures, and requirements of this field trip approval process will be outlined in a related Administrative Directive.
- 4) All out-of-state and foreign travel shall require prior Board approval with the exception of travel up to 150 miles from the PPS headquarters.
- 5) In planning for off-campus activities, staff members must avoid factors that might prohibit student participation, including financial burden, as well as any hazards or barriers for students arising from discriminatory policies or practices in the destination or during transit based on race, religion, culture, gender orientation, sexual identity, or immigration status. Trips should be designed to promote healthy, safe, and inclusive experiences for all students, and consider the identified special needs and required accommodations of students with an Individualized Education Plan (IEP) and/or plans under Section 504 of the Rehabilitation Act of 1973. .
- 7) Both students and adult supervisors should be acquainted with and comply with relevant District policies, administrative directives, and other guidance, including the *PPS Student Responsibilities, Rights, and Discipline Handbook*, while representing the District. These expectations should be reviewed again by all students and staff prior to any extended off-campus activity.



### Field Trips, Foreign Travel, and Other Off-Campus Activities

Original/Current Policy

## II. Non-School Sponsored Off-Campus Activities Must Clearly Indicate They Are Not Affiliated with the District

The unique professional status of District staff members may at times make it difficult for students and families to distinguish between school-sponsored off-campus activities from non-school privately sponsored off-campus activities. While working as PPS staff and/or representing PPS, District staff may not develop, plan, and/or supervise off-campus activities represented as "school, class, club, etc." other than what has been approved under this policy and the implementing administrative directives. In addition, District staff or other persons may not use District email, social media, hardcopy distribution to students, or other methods of District-controlled distribution that are not open to the general public to communicate to District students or families about private, non-school sponsored off-campus activities, without the pre-approval of the school building administrator and in adherence with PPS Disclaimer Requirement (11.1.a)

#### 1) Travel Study Programs

Travel Study Programs are activities involving student travel that are planned, marketed, and conducted by organizations other than Portland Public Schools. Portland Public Schools does not fund, sponsor, or endorse any such programs.

- a) Disclaimer Requirements: Any information about travel study programs must include the following disclaimer: "Portland Public Schools does not fund, sponsor, or endorse this travel study program. The District is not responsible for conducting or supervising this trip. Portland Public School employees who participate in travel study programs are not acting in their capacity as District employees and do so at their own risk. Students participating in travel study programs do so at their own risk."
- b) Any information distributed about travel study programs cannot contain the name of the District or any Portland Public school.
- c) Distribution of information by travel study organizations must follow distribution guidelines in Board Policy 3.30.035-P Distribution of Materials and Information to Students and Administrative Directive 3.30.038-AD. Information distributed about



## Board Policy

**6.50.010-P**

### **Field Trips, Foreign Travel, and Other Off-Campus Activities**

#### Original/Current Policy

travel study programs shall not be made through PPS email, without the pre-approval of the school-building administrator and in adherence with PPS Disclaimer Requirement (see 11.1.a).

- d) Travel study organizations must use the Civic Use of Buildings (CUB) procedures for informational/planning meetings after the school day. See Policy 3.30.010-P Community Use of School Buildings and Facilities and 3.30.011-AD Community Use of School Buildings and Facilities: Short-Term Use.

Legal References: ORS 332.107; ORS 336.183; ORS 339.155

Amended 9/2002, Amended 3/2019



## **PORTLAND PUBLIC SCHOOLS**

### **Office of the Chief of Staff**

501 North Dixon Street / Portland, OR 97227

Telephone: (503) 916-3570

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

**Date: October 29, 2025**

**To: Board of Education**

**From: Deborah Kafoury, Chief of Staff**

**CC: Superintendent Dr. Kimberlee Armstrong**

**Subject: Proposed Indemnification Policy**

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### **BACKGROUND**

On October 20, 2025, the Policy Committee moved the Defense and Indemnification of District Employees and Board Members to the full Board for consideration. The revised policy was posted with other Board materials.

### **SUMMARY OF CHANGES**

- The policy was revised to streamline the structure and clarify the language.
- Substantive changes to this policy are:
  - Incorporation of Board Resolution 7184, which expanded the indemnification and defense of employees acting in the course and scope of their employment;
  - Extension of policy coverage to Board members (previously Board members had only statutory tort claim coverage);
  - Addition of more detailed notice requirements and potential denial of coverage for failure to provide prompt notice to the District;
  - More explicit procedural requirements, including cooperation and settlement authority; and
  - More detailed exclusions from defense and/or indemnification.

### **RECOMMENDATION**

Staff recommends the revisions to the full indemnification policy after completion of the 21-day public comment period.

**RESOLUTION No. 7218**

Resolution to Adopt Revised Defense and Indemnification of District Employees and Board Members  
(formerly Liability of Employees of the District) 5.50.020-P

**RECITALS**

- A. On October 20, 2025, the Board Policy Committee reviewed and considered the proposed revisions of the Liability of Employees of the District Policy -5.50.020-P, including changes to the Policy title language to be Defense and Indemnification of District Employees and Board Members 5.50.020-P.
- B. On October 28, 2025, the Board presented the first reading of the revised Indemnification of District Employees and Board Members Policy - 5.50.020-P,
- C. Pursuant to District policy, the public comment was open for at least 21 days, and there was no public comment received during the comment period.

**RESOLUTION**

The Board hereby adopts the revised Defense and Indemnification of District Employees and Board Members Policy - 5.50.020-P and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.



### Liability of Employees of the District

1. Defense in Civil Actions. Because the nature of the services required of employees of the District may expose them to claims arising from the performance of their duties, the District may provide liability insurance in amounts as may be determined from to time for actions brought against its employees and/or the District, as described below.
2. Notice of Claims. Any current or former employee seeking assistance under this policy shall promptly notify the Office of the Superintendent and the General Counsel that a civil or regulatory action may be or has been brought against them in their official or individual capacity related to their work or any injury on or damage to District property.
3. The District shall provide employees with the defense authorized by the Oregon Tort Claims Act.
4. This assistance in litigation shall apply in litigation arising out of performance of the employee's professional duties whether or not the employee has left the employment of the District at the time the action brought.
5. Expenses Incurred by a District in-house attorney when Claim is by a Governmental Entity or Professional Licensing Authority.
  - a. Expenses incurred by District in-house attorney who is an employee of the District ("in-house attorney") in the defense of a Claim brought by a governmental entity or a professional licensing authority may be advanced or reimbursed by the District, if the District, in its sole discretion, determines that the Claim arose out of the in-house attorney's performance of official duties. Any expenses advanced or reimbursed in excess of \$25,000 per Claim must be approved by the Board of Education. Such advancement or reimbursement constitutes part of the in-house attorney's official compensation package for purposes of ORS Chapter 244. The District may decline to reimburse an in-house attorney for any expenses incurred prior to the District's written commitment to provide such payment. The in-house attorney must promptly notify the Office of the Superintendent and the General Counsel that any such claims have been brought against them.



### Liability of Employees of the District

- b. Expenses shall be paid by the District in advance of the final disposition of a Claim at the written request of the in-house attorney if:
  - i. The District determines, in its sole discretion, that the conduct of such in-house attorney was in good faith and that the in-house attorney reasonably believed that such conduct was in the best interests of the District; and
  - ii. The in-house attorney enters into a written agreement with the District to repay such advance to the extent it is ultimately determined by the District, in its sole discretion, that such in-house attorney is not entitled to be indemnified by the District under this section or under any other indemnification rights granted by the District to such in-house attorney.
- c. If the District pay expenses in defense of a claim, the General Counsel shall have the exclusive authority to select counsel and to defend against any Claim. The General Counsel will consult with the in-house attorney regarding any term of a settlement agreement that affects the legal rights or licensing status of the in-house attorney. Authority to settle claims against General Counsel is delegated to the Superintendent or the Superintendent's designee.
- d. The District shall not pay for expenses under this section in the case of misconduct or gross negligence or any act or omission that may constitute criminal conduct, as determined by the District in its sole discretion.
- e. The District may choose to advance or reimburse expenses to an in-house attorney under a reservation of rights. An in-house attorney shall cooperate fully with the District. If the District determines, in its sole discretion, the in-house attorney has not so cooperated or has otherwise acted to prejudice the defense of the Claim, the District may at any time terminate its obligation to advance or reimburse expenses or proceed under a reservation of rights.



**Liability of Employees of the District**

- f. The term “Claim” means any threatened, pending, or completed investigation, action, suit, or proceeding except one brought, made, or initiated by the District.
  
- g. This section shall not be deemed exclusive of any other rights to which an in-house attorney may be entitled under any statute, agreement, insurance policy, general or specific action of the District, other otherwise. Any repeal of this section shall be prospective only, and no repeal or modification shall adversely affect the rights under this section in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any Claim.

Legal reference: ORS 30.260 – 30.3000

History: Adopted 6/1971; Amended 6/14/1984; 11/2021

# Portland Public School District 1<sup>st</sup> Reading

DATE OF FIRST READING: October 28, 2025

## **PUBLIC COMMENT FOR** **Revision of Policy 5.50.020-P:** **Defense and Indemnification of District** **Employees and Board Members**

---

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

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

**Open for Comment until at least:**  
**November 18, 2025**

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**Summary:**                    **Revision of Defense and Indemnification of District Employees and Board Members 5.50.020-P**

**1<sup>st</sup> Reading by:**        **Director Michelle DePass**  
Portland Public School Board, Policy Committee Chair

**Referred for a 1<sup>st</sup> Reading by:** Portland Public Schools Board of Education  
Policy Committee

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

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

**Draft Policy Comment Form:**    <https://forms.gle/VqYbmVA36qqADj6n6>

**Included in Packet**

**Page**

Draft Policy

03

Original Policy

06

# DRAFT REVISED POLICY/10.16.2025

## Board Policy 5.50.020-P: Defense and Indemnification of District Employees and Board Members

### 1. Purpose and Scope

The District recognizes that employees and Board members may face legal claims arising from their official duties. This policy establishes the District's commitment to defend and indemnify employees and Board members against qualifying claims and legal actions.

### 2. Covered Persons

This policy applies to current and former employees of the District, and current and former Board members.

### 3. Covered Actions

Subject to the limitations in this policy or applicable law, the District will provide defense and indemnification for:

- a. any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of official duties, to the fullest extent provided by the Oregon Tort Claims Act, ORS 30.260 to 30.300.
- b. Federal enforcement actions, including but not limited to federal agency or Department of Justice investigations and proceedings, arising out of an alleged act or omission occurring in the performance of official duties.

### 4. Notice Requirements

Any covered person seeking assistance under this policy must promptly notify both the Office of the Superintendent and the Office of General Counsel when:

- a. A covered action may be or has been commenced against them;
- b. They receive notice of any investigation or inquiry; or
- c. They become aware of circumstances that may reasonably lead to a covered action.

Failure to provide timely notice may result in denial of defense and/or indemnification.

### 5. Defense and Indemnification

The District may provide liability insurance in amounts it determines to be appropriate for covered actions.

The District or its insurer will retain qualified counsel, in its sole discretion, to defend covered actions and may advance reasonable attorney fees and costs at a maximum rate determined by the District.

Defense and indemnification under this policy is conditioned on the covered person's full cooperation with the defense of the covered action. Non-cooperation may result in termination of defense and/or indemnification.

The District has authority to settle claims against covered persons for whom it is providing indemnification. A covered person may reject the settlement of a claim that would be approved

# DRAFT REVISED POLICY/10.16.2025

by the District and for which the District would pay any settlement amounts, but such rejection shall terminate the District's defense and indemnification obligations under this policy.

## 6. District In-House Attorneys

- a. For claims brought by governmental entities or professional licensing authorities against District in-house attorneys, expenses may be advanced or reimbursed if the District determines the claim arose from official duties. Any advancement or reimbursement constitutes part of the in-house attorney's official compensation package for purposes of ORS chapter 244.
- b. Board Approval: Expenses exceeding \$25,000 per claim require Board approval.
- c. Advance Payment Conditions: Expenses may be paid in advance if:
  - i. The District determines the attorney acted in good faith and reasonably believed the conduct was in the District's best interests; and
  - ii. The attorney enters a written agreement to repay advances if ultimately not entitled to indemnification.
- d. Counsel Selection: When the District pays defense expenses, the District has exclusive authority to select counsel but will consult with the in-house attorney regarding settlement terms affecting the in-house attorney's legal rights or licensing status.
- e. Cooperation Requirement: In-house attorneys must cooperate fully with the District. Non-cooperation may result in termination of defense and/or indemnification.

## 7. Limitations and Exclusions

The District, in its reasonable determination, will not provide defense or indemnification for:

- a. Gross negligence
- b. Malfeasance in office
- c. Willful or wanton neglect of duty
- d. Criminal conduct
- e. Actions initiated by the District against, or actions brought by, a Covered Person
- f. Personal matters or claims unrelated to official duties
- g. Actions where defense or indemnification is prohibited by law

## 8. Definitions

"Claim" means any threatened, pending, or completed investigation, action, suit, or proceeding, except one brought by the District.

"Official duties" means actions taken within the scope of employment or Board service, in good faith, and for a District purpose.

## 9. Reservation of Rights and Non-Exclusivity

- a. The District may provide defense and/or indemnification under a reservation of rights and may terminate coverage if circumstances warrant.
- b. This policy does not limit other defense or indemnification rights available under statute, agreement, insurance, or District action.

# DRAFT REVISED POLICY/10.16.2025

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Legal Reference: ORS 30.260 – 30.300

History: Adopted 6/1971; Amended 6/14/1984; 11/2021; [Current Amendment Date]



### Liability of Employees of the District

1. Defense in Civil Actions. Because the nature of the services required of employees of the District may expose them to claims arising from the performance of their duties, the District may provide liability insurance in amounts as may be determined from to time for actions brought against its employees and/or the District, as described below.
2. Notice of Claims. Any current or former employee seeking assistance under this policy shall promptly notify the Office of the Superintendent and the General Counsel that a civil or regulatory action may be or has been brought against them in their official or individual capacity related to their work or any injury on or damage to District property.
3. The District shall provide employees with the defense authorized by the Oregon Tort Claims Act.
4. This assistance in litigation shall apply in litigation arising out of performance of the employee's professional duties whether or not the employee has left the employment of the District at the time the action brought.
5. Expenses Incurred by a District in-house attorney when Claim is by a Governmental Entity or Professional Licensing Authority.
  - a. Expenses incurred by District in-house attorney who is an employee of the District ("in-house attorney") in the defense of a Claim brought by a governmental entity or a professional licensing authority may be advanced or reimbursed by the District, if the District, in its sole discretion, determines that the Claim arose out of the in-house attorney's performance of official duties. Any expenses advanced or reimbursed in excess of \$25,000 per Claim must be approved by the Board of Education. Such advancement or reimbursement constitutes part of the in-house attorney's official compensation package for purposes of ORS Chapter 244. The District may decline to reimburse an in-house attorney for any expenses incurred prior to the District's written commitment to provide such payment. The in-house attorney must promptly notify the Office of the Superintendent and the General Counsel that any such claims have been brought against them.



### Liability of Employees of the District

- b. Expenses shall be paid by the District in advance of the final disposition of a Claim at the written request of the in-house attorney if:
  - i. The District determines, in its sole discretion, that the conduct of such in-house attorney was in good faith and that the in-house attorney reasonably believed that such conduct was in the best interests of the District; and
  - ii. The in-house attorney enters into a written agreement with the District to repay such advance to the extent it is ultimately determined by the District, in its sole discretion, that such in-house attorney is not entitled to be indemnified by the District under this section or under any other indemnification rights granted by the District to such in-house attorney.
- c. If the District pay expenses in defense of a claim, the General Counsel shall have the exclusive authority to select counsel and to defend against any Claim. The General Counsel will consult with the in-house attorney regarding any term of a settlement agreement that affects the legal rights or licensing status of the in-house attorney. Authority to settle claims against General Counsel is delegated to the Superintendent or the Superintendent's designee.
- d. The District shall not pay for expenses under this section in the case of misconduct or gross negligence or any act or omission that may constitute criminal conduct, as determined by the District in its sole discretion.
- e. The District may choose to advance or reimburse expenses to an in-house attorney under a reservation of rights. An in-house attorney shall cooperate fully with the District. If the District determines, in its sole discretion, the in-house attorney has not so cooperated or has otherwise acted to prejudice the defense of the Claim, the District may at any time terminate its obligation to advance or reimburse expenses or proceed under a reservation of rights.



**Liability of Employees of the District**

- f. The term “Claim” means any threatened, pending, or completed investigation, action, suit, or proceeding except one brought, made, or initiated by the District.
  
- g. This section shall not be deemed exclusive of any other rights to which an in-house attorney may be entitled under any statute, agreement, insurance policy, general or specific action of the District, other otherwise. Any repeal of this section shall be prospective only, and no repeal or modification shall adversely affect the rights under this section in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any Claim.

Legal reference: ORS 30.260 – 30.3000

History: Adopted 6/1971; Amended 6/14/1984; 11/2021



**To:** Portland Public Schools Board of Directors

**From:** Superintendent Dr. Kimberley Armstrong

**CC:** Kristina Howard, Senior Chief of Academics  
Michelle Morrison, Chief Financial Officer  
Jey Buno, Chief of Student Support Services  
Tami Booth, Director of Budget  
Dr. Camedra Jefferson, Sr. Director of Funded Programs

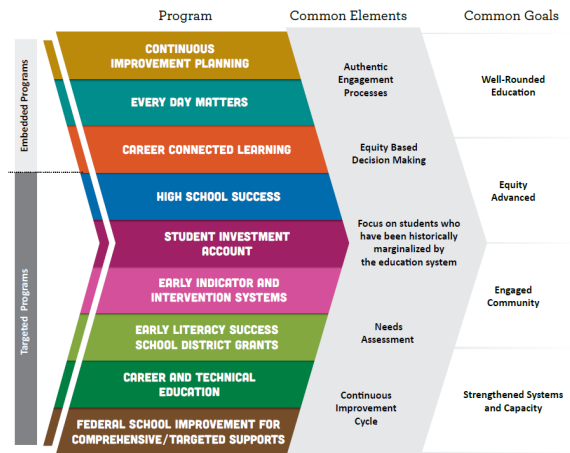
**Date:** December 2, 2025

**Subject:** **SIA Grant Agreement for ODE’s Aligning for Student Success: Integrated Grant Guidance**

The purpose of this memo is to present ODE’s Integrated Grant SIA Agreement for Board approval. Once approved, ODE will begin distributing the \$43.6 million in grant funds to PPS for the 2025-2026 school year. The grant funding is included in the Special Revenue fund.

**Overview and Background**

The Oregon Department of Education’s Integrated Guidance framework brings multiple state and federal programs into a single planning and reporting process. In the previous biennium, six programs were included, and for 2025–27, three additional existing programs, which include Career Connected Learning, Early Literacy Success District Grants, and Federal School Improvement (CSI/TSI), have been added to this structure. While these programs are not new, their integration into the framework and application process is new. Together, the funded components represent approximately \$125 million for PPS over the next two years. All programs within the Integrated Guidance align closely with PPS’s strategic priorities and were shaped through community engagement, needs assessments, and districtwide strategic planning.



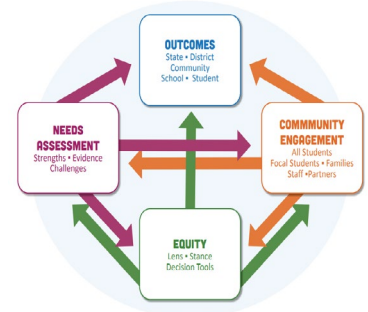
For PPS, these nine programs have common goals and elements that are strongly aligned with the [District Continuous Improvement Plan](#)



## ODE Integrated Grant Program Requirements

The ODE Integrated Guidance outlines comprehensive planning requirements to ensure compliance with state and federal statutes and meet the program's purpose. Planning requirements address:

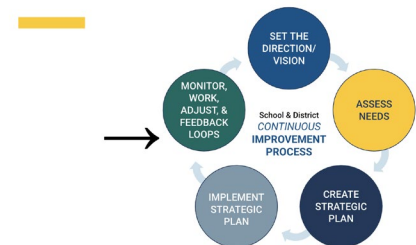
- Use of an equity lens
- Community engagement
- Tribal Consultation
- Comprehensive Needs Assessment
- Consider the Oregon Quality Education Model and Student Success Plans
- Review and use regional CTE Consortia inputs
- Further Examination of Potential Impact on Focal Students tied to Planning Decisions
- Development of a four-year plan with clear Outcomes, Strategies, and Activities



## PPS Plan and Priorities

Grant investments deepen and expand our work to disrupt inequities, foster inclusive partnerships and collaboration, and provide inclusive and differentiated learning opportunities. Our plan aligns investments, activities, and specific strategies from our District Continuous Improvement Plan (DCIP). These investments are highly interrelated and together, they advance PPS's commitment to rigorous, high-quality, and inclusive academic learning that disrupts racial inequities.

## Continuous Improvement



This integrated plan invests in focal student groups and schools based on need, with an emphasis on improving culturally-responsive, site-based learning experiences. Our investments align with key priorities identified in our needs assessment, District Continuous Improvement Plan (DCIP) goals and priorities also expressed by our community, emphasizing:

- **Early Literacy Achievement:** Strengthening PK-3 reading and writing instruction through high-quality, standards-aligned materials, targeted interventions, and professional learning for educators to support literacy development.
- **K-12 Academic Success:** Expanding access to high-quality instructional materials and strategies, meaningful professional learning for educators and targeted intervention supports to accelerate learning for students struggling with grade-level content.
- **Attendance and Engagement:** Increasing attendance rates by fostering a sense of belonging and improving school climate.



- **Graduation and Postsecondary Readiness:** Strengthening instruction, equitable grading practices, career-related programming that emphasizes real-world, hands-on learning, and providing credit recovery options.
- **Safe and Supportive Schools:** Expanding access to behavioral, mental health, and wellness supports, while implementing policies and practices to ensure a school environment free from discrimination, harassment, bullying, and retaliation.
- **Culture of Racial Equity & Care:** Cultivating racial equity and care through meaningful engagement with students, families, and community leaders, and implementing culturally responsive strategies across schools and departments.

This plan is a critical component of our district’s broader strategic efforts, which are aligned with the PPS Board Goals. We will track and report on key indicators quarterly for internal review and annually for the Board and community. Additionally, we will provide periodic updates specific to these investments as required by ODE’s Integrated Guidance.

Please find additional details on the PPS Integrated Grant Plan [here](#).

### Key Information & SIA Updates

The Integrated Grant Agreements align with the PPS Integrated Grant Plan that the Board approved in April 2025, and also includes two key updates to the Plan.

The final allocation for PPS is \$43.6M, which represents a \$1.4M decrease from the preliminary allocation of \$45.1M. (Note: while the strategies and outcome for the plan will remain the same, the level of grant investments in specific activities will continue to shift in alignment with the district’s budget amendment.)

Program	PPS 2025-2027 IG Allocation	
	2025-26	2026-27 (Preliminary)
High School Success (HSS)	\$12,623,374	\$13,944,777
<b>Student Investment Account (SIA)</b>	\$43,680,644	\$45,463,527
Continuous Improvement Planning (CIP)	\$938,838	TBD
Career Technical Education - Perkins V (CTE)	\$485,337	\$435,071
Every Day Matters (EDM)	\$0*	\$0*



Early Indicators & Intervention Systems (EIS)	\$130,764	\$130,764
Early Literacy	\$3,131,583	\$3,259,403
<b>Total Allocation</b>	<b>\$60,990,540</b>	<b>\$63,167,368 (estimate)</b>

\* EDM is an unfunded program. Requirements are embedded in the five other programs.

### ODE SIA Grant Agreement

ODE has the following approval requirements for the SIA Grant Agreements:

- Posted on the PPS website
- Presented at an open meeting with opportunity for public comment
- Approved by the Board

Once completed, ODE will begin distributing the grant funds. Please find the [PPS SIA Grant Agreement](#) for your approval.

Included in the district agreement are the District Charter Program Agreements for the following schools:

- District-sponsored Charter School Plans
  - a. Emerson School: [DCPA](#)
  - b. Le Monde French Immersion Public Charter School: [DCPA](#)
  - c. Portland Arthur Academy: [DCPA](#)
  - d. Portland Village School: [DCPA](#)
- State-Sponsored Charter School Plans
  - e. Cottonwood School of Civics and Science: [DCPA](#)
  - f. The Ivy School: [DCPA](#)

Thank you for your continued support as we navigate the evolving requirements of ODE’s Integrated Grant Guidance and work to ensure our investments remain strategic, equitable, and impactful for our students.

**RESOLUTION No. 7225**

Resolution to Approve the Student Investment Account Grant Agreement

**RECITALS**

The Student Success Act requires that the Student Investment Account (SIA) Grant Agreement be presented to the Portland Public Schools Board of Education for approval with the opportunity for the public to provide comments.

**RESOLVED**

Following posting on the PPS website and the oral presentation and opportunity for public comment at a public meeting, the Board of Education approves the Student Investment Account Grant Agreement as detailed on Exhibit A.

# STATE OF OREGON GRANT AGREEMENT

## “Student Success Act – Student Investment Account”

Grant No. **39282**

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and **Portland SD 1J** (“Grantee”), each a “Party” and, together, the “Parties”.

### **SECTION 1: AUTHORITY**

Pursuant to the **Student Success Act**, codified at 2019 Oregon Laws Chapter 122, as amended from time to time (the “Act”), ORS 327.175 establishes the Student Investment Account, and subsection (4) provides that moneys in the Account are continuously appropriated to the Oregon Department of Education for the purpose of distributing grants under ORS 327.195.

In accordance with ORS 327.185, Student Investment Account grants may be awarded to eligible applicants: school districts, eligible charter schools, Youth Corrections Education Programs (YCEP), and Juvenile Detention Education Programs (JDEP).

### **SECTION 2: PURPOSE**

The purpose of this grant is to provide funding to assist in meeting students’ mental or behavioral health needs and to increase academic achievement, including reducing academic disparities for student populations identified in ORS 327.180(2)(b). These populations include, but are not limited to, economically disadvantaged students, students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, students who are homeless, students who are foster children, and any other student groups that have historically experienced academic disparities, as determined by the State Board of Education by rule.

### **SECTION 3: EFFECTIVE DATE AND DURATION**

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2025 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2027.

**SECTION 4: GRANT MANAGERS****4.1** Agency’s Grant Manager is:

Torrie Higgins  
 Office of Education Innovation & Improvement  
 255 Capitol St NE  
 Salem, OR 97310-0203  
 Torrie.higgins@ode.oregon.gov

**4.2** Grantee’s Grant Manager is:

Kimberlee Armstrong  
 501 N Dixon St  
 Portland, OR 97227  
 karmstrong@pps.net

**4.3** A Party may designate a new Grant Manager by written notice to the other Party.**SECTION 5: PROJECT ACTIVITIES**

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the “Performance Period”).

**SECTION 6: GRANT FUNDS**

In accordance with the terms and conditions of this Grant, Agency will provide the Grantee the following amounts (“Grant Funds”): the full 2025-27 biennial allocation and a projected Quarter 1 disbursement for the 2027-29 biennium.

<b>Grant Period</b>	<b>Performance Period</b>	<b>Amount</b>
<b>2025-27 Total Biennial Allocation (TBA)</b>	July 1, 2025 – June 30, 2027	<b>\$89,144,171.41</b>
Less: 2025–27 Q1 projected amount made available under Agreement number [34466] (the “Prior Grant Agreement.”)	July 1, 2025 – June 30, 2027	<b>(\$11,521,242.13)</b>
<b>2025-26 Year 1 – Allocation - CURRENT</b>	July 1, 2025 – June 30, 2027	<b>\$32,159,401.86</b>
<b>2026-27 Year 2 – Allocation – RESERVED (not yet released)</b>	July 1, 2025 – June 30, 2027	<b>\$45,463,527.42</b>
<b>2027-29 Quarter 1</b> projected (2027-29 Q1)	July 1, 2027 – September 30, 2027	<b>\$11,669,375.20</b>
<b>Total Grant Funds</b> ( 2025-27 Current and Reserved Allocation + 2027-29 Q1 Projection)		<b>\$89,292,304.48</b>

**The line items provided in the table above have the following meanings:**

1. **TBA** equals the total final allocation for 2025 -27 based on the final approved budget.
2. **2025–27 Q1** amount reflects the portion of the 2025-27 biennium projected and made available under the Prior Grant Agreement.
3. **2025–26 Year 1 Allocation - CURRENT** represents the portion of the 2025-27 TBA remaining after subtracting the amount already made available under the Prior Grant Agreement. These funds are authorized for disbursement during year 1 of the biennium.
4. **2026–27 Year 2 Allocation - RESERVED** represents the portion of the 2025-27 TBA that is identified for Year 2 but not yet released. Disbursement of this amount is contingent upon written authorization from Agency confirming funds are available for release.
5. **2027-29 Quarter 1** is a projection and will be disbursed subject to the provisions in Exhibit A. The terms and conditions of this Grant apply to the use of these funds. While this allocation is administered under this Grant, its period of performance under this Grant will roll into the full 2027–29 biennial period of performance under the subsequent grant agreement.
6. **Total Grant Funds** include both the current biennium allocation and the projected 2027-29 Q1 amount.

Grant Funds include allocations for participating district-sponsored charter schools, as described in Exhibit A, Section 1: Charter School Participation.

Agency will pay the Grant Funds from monies available in the Student Investment Account (“Funding Source”). A reduction in the monies in the Funding Source may result in a decrease in Grant Funds available to Agency and a reduction in disbursements to Grantee under this Grant.

## **SECTION 7: DISBURSEMENT GENERALLY**

### **7.1 Disbursement.**

- 7.1.1** Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2** Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3** Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

- 7.2 Conditions Precedent to Disbursement.** Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:
- 7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
  - 7.2.2** No default as described in Section 15 has occurred; and
  - 7.2.3** Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.
- 7.4 Suspension of Funding and Project.** Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency’s discretion or for cause provisions of this Grant.

## **SECTION 8: REPRESENTATIONS AND WARRANTIES**

- 8.1 Organization/Authority.** Grantee represents and warrants to Agency that:
- 8.1.1** Grantee is eligible to accept Grant Funds for this purpose, and is validly organized and existing under the laws of the State of Oregon;
  - 8.1.2** Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;

- 8.1.3** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5** There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## **SECTION 9: OWNERSHIP**

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:
- “Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.
- “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.
- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed

above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

## **SECTION 10: CONFIDENTIAL INFORMATION**

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.
- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one

calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.

- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

## **SECTION 11: INDEMNITY/LIABILITY**

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section).
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other indirect damages arising out of or related to this Grant, regardless

of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

## **SECTION 12: INSURANCE**

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit C.
- 12.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit C or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit C, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

## **SECTION 13: GOVERNING LAW, JURISDICTION**

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

## **SECTION 14: ALTERNATIVE DISPUTE RESOLUTION**

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute

short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

## **SECTION 15: DEFAULT**

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant;
  - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
  - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

## **SECTION 16: REMEDIES**

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any

limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

## **SECTION 17: WITHHOLDING FUNDS, RECOVERY**

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1 Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2 Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

## **SECTION 18: TERMINATION**

- 18.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 **By Agency.** Agency may terminate this Grant as follows:
  - 18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;
  - 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
  - 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
  - 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 **By Grantee.** Grantee may terminate this Grant as follows:
  - 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

- 18.3.2** If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
- 18.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.
- 18.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

## **SECTION 19: MISCELLANEOUS**

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.

- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for

identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

**19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit A (the “Project”)
- Exhibit B (Common and Customized Framework)
- Exhibit C (Insurance)

**Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

## SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

### STATE OF OREGON acting by and through its Department of Education

By: Michelle Choate  
Contracting Officer

11/04/2025  
Date

### Portland SD 1J

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID Number

### Approved for Legal Sufficiency in accordance with ORS 291.047

By: AAG Devon Thorson  
Assistant Attorney General

11/04/2025 via email  
Date

# EXHIBIT A

## THE PROJECT

### SECTION I – BACKGROUND AND GOALS

Signed into law in May of 2019, the Student Success Act (SSA) is a historic opportunity for Oregon schools. The law is rooted in equity, authentic community engagement and shared accountability for student success.

SSA established the Student Investment Account (SIA) to provide Oregon school districts, eligible charter schools, YCEP, and JDEP with access to non-competitive grant funds. Each SIA applicant is required to collaborate with educators, students, families, and their community to develop a plan that outlines priorities and activities aligned to the allowable uses defined in law.

The SIA grants are designed to achieve two primary purposes:

- 1) Meeting students’ mental and behavioral health needs, and
- 2) Increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities; students with disabilities; English language learners; economically disadvantaged students; students who are homeless; and students who are foster children.

Achievement of these purposes will be measured through Progress Markers and, for larger districts, Longitudinal Performance Growth Targets (LPGTs), forming the basis for the activities, outcomes and reporting requirements described in the following sections of this Exhibit.

#### **Charter School Participation**

The Grantee’s approved Integrated Plan includes outcomes and strategies and a two-year budget for **Emerson School, Le Monde French Immersion Public Charter School, Portland Arthur Academy Charter School, Portland Village School, The Cottonwood School of Civics and Science, and The Ivy School**, which are district-sponsored charter school(s) participating under the Grantee’s oversight during the 2025–27 biennium.

The Grantees allocation includes funding attributable to the ADMw of these participating charter school(s). The Grantee shall administer and distribute these funds to each charter school in accordance with the executed District Charter Program Agreement, established under the Integrated Guidance, and the requirements of ORS 327.185(4).

### SECTION II – PROJECT DEFINITIONS

The following capitalized terms have the meanings assigned below for purposes of Exhibits A and B. Definitions are derived from the Act, applicable administrative rules, and the Guidance for Eligible Applicants issued by the Agency.

**“Act”** means the “Student Success Act” codified in 2019 Oregon Laws Chapter 122, as amended from time to time, inclusive.

**“Allowable Project Costs”** means Grantee’s actual costs that are reasonable, necessary, and directly related to the implementation of the Integrated Plan and are allowable uses of the Grant Funds under the Act.

**“Baseline Targets”** means the minimum expectations for improvement set forth in the Integrated Plan by the district in either: (i) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further defined in the December 2019 “Guidance for Eligible Applicants”.

**“Common Metrics”** means the Five-Year Completion Rate, Third-Grade Reading Proficiency Rate, Ninth-Grade On-Track Rate, Regular Attendance Rate, and Four-Year On-Time Graduation rate used by the Agency to measure the success of activities funded by the SIA.

**“Disaggregated”** has the meaning given in section 12(a) of the Act.

**“Five-Year Completion Rate”** has the meaning given in section 12(b) of the Act.

**“Focal Student Groups”** means students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, students who are economically disadvantaged, students who are homeless and students who are foster children.

**“Four-Year on-Time Graduation Rate”** means the percentage of students who received a high school diploma or a modified diploma within four years of the student beginning the ninth grade.

**“Gap Closing Targets” or “Closing Gap Targets”** means the reduction of academic disparities between groups of students especially for Focal Student Groups set forth in the Integrated Plan based on the February 2022 “Aligning for Student Success: Integrated Guidance for Six ODE Initiatives”.

**“Integrated Programs”** means the integration of the following nine programs: High School Success (HSS), Student Investment Account (SIA), Continuous Improvement Planning (CIP), Career and Technical Education-Perkins V (CTE), Every Day Matters (EDM), Early Indicators Intervention Systems (EIS), Early Literacy School District Success Grants, Federal School Improvement (FSI) and Career Connected Learning. Together operationally, integrating these programs creates opportunities to improve outcomes and learning conditions for students and educators. Working within existing state statutes and administrative rules, Agency developed an Integrated Programs framework for success that meets the core purpose of each program while trying to create a stronger framework from which progress, long-term impact, and learning approach to monitoring and evaluation is a hallmark of high-performing educational systems. This work is informed through Integrated Guidance.

**“Integrated Plan”** means the Grantee’s approved biennial plan developed following the Integrated Guidance, which includes the SIA, which has a focus on increasing academic achievement by all students, reducing academic disparities for identified student groups, and meeting students’ mental and behavioral health needs in addition to other needs deemed important at each school, stated outcomes, strategies, and activities The Integrated Plan may only be adjusted with approval from ODE staff in order to align with the anticipated outcomes and approved by Agency.

**“Local Optional Metrics”** are optional metrics established in addition to the 5 common metrics that are designed to allow grantees to monitor progress connected to their outcomes.

**“Longitudinal Performance Growth Targets (LPGTs)”** means the required common metrics and optional locally defined metrics, including targets related to student mental and behavioral health needs, included in Grantee’s Integrated Plan.

**“Ninth-grade On-Track Rate”** has the meaning given in section 12(d) of the Act.

**“Progress Markers”** means sets of indicators set forth as a part of the Integrated Programs and Guidance that identify the kinds of changes the Agency expects to see in policies, practices and approaches that lead to Grantees reaching established LPGTs.

**“Regular Attendance Rate”** has the meaning given in section 12(f) of the Act.

**“SIA Account”** means the Student Investment Account established, pursuant to ORS 327.175, within the Fund for Student Success for the purpose of distributing grants under ORS 327.195.

**“Stretch Targets”** means significant improvement set forth in the Integrated Plan by the district in either: (I) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further described in the December 2019 “Guidance for Eligible Applicants”.

**“Third-Grade Reading Proficiency Rate”** has the meaning given in section 12(g) of the Act.

## **SECTION III – PROJECT ACTIVITIES**

### **Integrated Plan Implementation**

Agency will disburse Grant Funds for Allowable Project Costs that implement Grantee’s approved Integrated Plan during the Performance Period, in accordance with the allowable uses and activities described in the Act and as further detailed in the “Allowable Use of Grant Funds” section below.

### **Allowable Use of Grant Funds**

Grantee must use the Grant Funds only for:

1. Increasing instructional time, which may include:
  - More hours or days of instructional time;
  - Summer programs;
  - Before-school or after-school programs; or
  - Technological investments that minimize class time used for student assessments.
2. Addressing students’ health or safety needs, which may include:
  - Social-emotional learning and development;
  - Student mental and behavioral health;
  - Improvements to teaching and learning practices or organizational structures that lead to better interpersonal relationships at the school;
  - Student health and wellness;
  - Trauma-informed practices;
  - School health professionals and assistants;
  - Facility improvements directly related to improving student health or safety.
3. Reducing class sizes, which may include:

## Exhibit A

ODE GRANT #39282 – SSA SIA

- increasing the use of instructional assistants, by using evidence-based criteria to ensure appropriate student-teacher ratios or staff caseloads.
4. Expanding availability of and student participation in well-rounded learning experiences, which may include:
- Developmentally appropriate and culturally responsive early literacy practices and programs in prekindergarten through third grade;
  - Culturally responsive practices and programs in grades six through eight, including learning, counseling and student support that is connected to colleges and careers;
  - Broadened curricular options at all grade levels, including access to:
  - Art, music, and physical education classes;
  - Science, technology, engineering, and mathematics (STEM) education;
  - Career and technical education, including career and technical student organization programs;
  - Electives that are engaging to students;
  - Accelerated college credit programs, including dual credit programs, International Baccalaureate programs and advanced placement programs;
  - Dropout prevention programs and transition supports;
  - Life skills classes;
  - Talented and gifted programs;
  - Access to licensed educators with a library media endorsement

Administrative costs shall not exceed 5% or \$500,000 annually, whichever is less, of Grantee's total expenditures. Administrative costs may include ongoing community engagement and costs associated with the administration of the grant.

### SECTION IV – REPORTING REQUIREMENTS

Grantee must submit financial and performance progress reports for each fiscal year of the biennium, using templates provided by the Agency, according to the schedule below.

Reporting Period	Due Date	Deliverable
July 1 – September 30	<b>November 15</b>	Submit financial and performance progress report.
October 1 – December 31	<b>February 15</b>	Submit financial and performance progress report. Include board minutes showing the Financial Audit was presented at an open meeting with opportunity for public comment (not consent agenda) (ORS 327.201(1)(b)(B)).
January 1 – June 30	<b>August 15</b>	Submit financial report of expenditures AND Annual Report (narrative responses). The Annual Report must be presented to the governing board at an open meeting, with an opportunity for public comment (not on a consent agenda). Board minutes documenting the presentation must be submitted alongside the Annual Report. Grantee must post the Annual Report on its website and make it available at the main office, in accordance with ORS 327.201(1)(b)(A)-(B).

## **Exhibit A**

### **ODE GRANT #39282 – SSA SIA**

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be submitted to the Agency within 30 days of the Executed Date, if not already provided to Agency. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

Grantee shall supply any related or additional reports and information as Agency may require.

The Agency will monitor and evaluate Grantee's progress toward Progress Markers and LPGTs described in Exhibit B, in accordance with ODE guidance and the monitoring provisions of this Grant.

### **SIA Grant Monitoring**

The Agency will monitor Grantee's performance under this Grant in person, video conferencing or by phone. Agency will provide written notice to Grantee, as provided in Section 19.4 of the Grant, at least 15 days in advance of Agency's monitoring activities and will schedule in person visits, video conferencing and phone calls.

A Grant monitoring visit or call may cover a variety of topics at Agency's discretion including but not limited to: Grantee's compliance with the SIA Account purposes; challenges faced by the Grantee in implementing its Plan; Integrated Plan outcomes; its budget and expenditure of moneys received from the SIA Account, Grantee's progress toward achieving its Progress Markers; financial reporting, any expenditure changes, and reconciliation of Grant Funds; or Grantee's training and technical assistance needs.

Before an on-site visit, the Agency will advise Grantee on how to prepare for the monitoring visit and financial reconciliation, the format for the visit, and which Grantee organizational leaders, staff or others should be involved in the visit. Once a date and time are confirmed, the Grantee should send a notification to its organizational leaders, staff, students and community partners who are expected to participate; identify a meeting location and prepare all necessary monitoring documents and data.

The department may establish a procedure for conducting performance audits on a random basis or based on just cause as allowed under rules adopted by the board. If Grantee does not use the Grant Funds for Allowable Project Costs, the Agency may exercise the remedies provided in Section 16 or 17 of this Grant, including, without limitation, deducting amounts from future disbursements of Grant Funds.

Each grant recipient must conduct a performance review at least once every four years in accordance with standards adopted in board rule (OAR 581-014-0013) to ensure accountability and continuous improvement of SIA-funded activities.

### **SECTION V – DISBURSEMENT** **Disbursement of Grant Funds**

Agency will disburse the Grant Funds using its Electronic Grants Management System ("EGMS"), on a quarterly basis as outlined below:

**Exhibit A**

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Quarter	Disbursement Date	Quarterly Disbursement Amount/%
Q1	July 1, 2025	Variable projection (made available under prior agreement; <i>may differ from the projected 12.5%</i> )
Q2	October 1, 2025	True-Up / Adjustment to reconcile Q1 difference ( <i>ensures Q1 + Q2 equals 25% of TBA</i> )
Q3	January 1, 2026	12.5%
Q4	April 1, 2026	12.5%
Q5	July 1, 2026	12.5%
Q6	October 1, 2026	12.5%
Q7	January 1, 2027	12.5%
Q8	April 1, 2027	12.5%
2027-29 Q1	July 1, 2027	12.5% (Projected) of 2027–29 Biennium

**Disbursements outlined in the table above are subject to the following:**

1. If this Grant is not fully executed by October 1, the Agency will disburse the Grant Funds due for disbursement within 30 days of the Execution Date.
2. Disbursements will be made as advance payments, not reimbursements.
3. Q3 – Q8 disbursements are 12.5% of the TBA, plus any unclaimed amounts from the prior quarter disbursements.
4. Grantees are encouraged to draw down funds according to the schedule. **All funds for 2025-27 Q1 – Q8 must be drawn down and expended by June 30<sup>th</sup>, 2027.**
5. Any 2025-27 Grant Funds that are not expended by the Grantee by June 30, 2027 must be returned to Agency for deposit in the Student Investment Account.
6. Any 2027-29 Q1 Grant Funds that are not expended by the Grantee by June 30, 2029, must be returned to the Agency for deposit in the Student Investment Account.

**Allocation and Projections**

1. By April 30, 2027, Grantee shall submit to the Agency an Integrated Plan and Budget for subsequent biennium (2027-29). This Integrated Plan and Budget must describe how Grantee will utilize the Grant Funds allocated for 2027-29 Q1.
2. The amount of Grant Funds allocated for 2027-29 Q1 is based on projections for the continued implementation and sustainability of the approved Integrated Plan, anticipating ongoing efforts to achieve the established Progress Markers. These funds are intended to support continued activities and initiatives, ensuring continuity in programmatic efforts aimed at achieving the specified objectives.
3. The amount of Grant Funds allocated above for 2027-29 Q1 will be considered in determining the subsequent Q1 allocation in the next biennium (July 1, 2027 – June 30, 2029). Any differences between projected and actual Q1 disbursements will be reconciled in the Q2 disbursement to balance total funding across the biennium.
4. The utilization of 2027-29 Q1 funds allocated under this Agreement will be documented in the subsequent grant agreement, if executed, covering the 2027 – 2029 biennium.

## EXHIBIT B COMMON AND CUSTOMIZED PERFORMANCE FRAMEWORK PORTLAND SD 1J

### SECTION I – PROGRESS MARKERS FOR 2025-2027 BIENNIUM

The Progress Markers outlined in this Exhibit B provide a framework for measuring the outcomes and activities described in Exhibit A. They support a developmental approach to evaluation, focusing on the types of changes that result from distinct investments. Grantees will provide updates toward these Progress Markers through the quarterly and annual reports. The fifteen Progress Markers below are organized into three categories: A ‘Start to See,’ B ‘Gaining Traction,’ and C ‘Profound Progress,’ representing advancement from early signs of progress to substantial and transformational changes.

- A. **“Start to See: Early Signs of Progress”** Based on your investments and activities, what changes or contributions are you noticing? What practices are improving?
- B. **“Gaining Traction: Intermediate Changes”** Based on your investments and activities, are you seeing any of these impacts?
- C. **“Profound Progress: Substantial and Significant Changes”** Based on your investments and activities, are any of these more transformational changes noticeable?

#### A. Start to See: Early Signs of Progress

1	Community engagement is authentic, consistent, and ongoing. The strengths that educators, students, families, focal groups, and tribal communities bring to the educational experience informs school and district practices and planning.
2	Equity tools are utilized in continuous improvement cycles, including the ongoing use of an equity lens or decision-tool that impacts policies, procedures, people/students, resource allocation, and practices that may impact grading, discipline, and attendance.
3	Data teams are formed and provided time to meet regularly to review disaggregated student data in multiple categories (grade bands, content areas, attendance, discipline, mental health, participation in advanced coursework, formative assessment data, etc.). These teams have open access to timely student data and as a result decisions are made that positively impact district/school-wide systems and focal populations.
4	Schools and districts have an accurate inventory of literacy assessments, tools, and curriculum being used, including digital resources, to support literacy (reading, writing, listening, and speaking). The inventory includes a review of what resources and professional development are research-aligned, formative, diagnostic, and culturally responsive.

#### B. Gaining Traction: Intermediate Changes

5	Two-way communication practices are in place, with attention to mobile students and primary family languages. Families understand approaches to engagement and attendance, literacy strategy, math vision, what “9th grade on-track” means, graduation requirements, access to advanced/college-level courses and CTE experiences, and approaches to supporting student well-being and well-rounded education.
6	Student agency and voice is elevated. Educators use student-centered approaches and instructional practices that shift processes and policies that actualize student and family ideas and priorities.

**Exhibit A****ODE GRANT #39282 – SSA SIA**

7	Action research, professional learning, data teams, and strengths-based intervention systems are supported by school leaders and are working in concert to identify policies, practices, or procedures informed by staff feedback to meet student needs, including addressing systemic barriers, the root-causes of chronic absenteeism, academic disparity, and student well-being. These changes and supports are monitored and adjusted as needed.
8	Comprehensive, evidence-informed, culturally responsive literacy plans, including professional development for educators, are documented and communicated to staff, students (developmentally appropriate), and families. Literacy plans and instruction are evaluated and adjusted to deepen students' learning. Digital resources are being used with fidelity to advance learners' engagement with instruction.
9	A review of 9th grade course scheduling, as it relates to on-track status for focal student groups, accounts for core and support core class placement . School staff ensure emerging bilingual students are enrolled in appropriate credit-bearing courses that meet graduation requirements.
10	Foundational learning practices that create a culturally sustaining and welcoming climate are visible. This includes practices that ensure safe, brave, and welcoming classrooms, schools and co/extracurricular environments. Strengths-based, equity-centered, trauma and SEL-informed practices are present and noticeable. Policies and practices prioritize health, well-being, care, connection, engagement, and relationship building. Multiple ways of being are supported through culturally affirming and sustaining practices for students, staff, and administrators.

**C. Profound Progress: Substantial and Significant Changes**

11	Schools strengthen partnerships with active community organizations and partners, including local public health, mental health, colleges, workforce development boards, employers, labor partners, faith communities, Tribal nations, and other education partners in order to collaboratively support students' growth and well-being. Characteristics of strong partnerships include mutual trust and respect, strengths-based and collaborative approaches, clear communication around roles, and shared responsibilities and decision-making power.
12	Financial stewardship reflects high-quality spending with accurate and transparent use of state and federal funds in relationship to a comprehensive needs assessment, disaggregated data, and the priorities expressed by students, families, communities, business, and Tribal partners in resource allocation and review.
13	Students and educators experience a well-rounded and balanced use of assessment systems that help them identify student learning in the areas of the Oregon State Standards. Educators understand how to assess emerging multilingual students' assets to inform gauging progress.
14	Policies, practices, and learning communities address systemic barriers. Schools and districts have a process to identify, analyze, and address barriers that disconnect students from their educational goals, impact student engagement or attendance, and/or impede students from graduating on-time or transitioning to their next steps after high school. Staff members are consistently engaging in action research, guided by student's strengths and interests, to improve their practice and advance professional learning.
15	Schools create places and learning conditions where every student, family, educator and staff member is welcomed, where their culture and assets are valued and supported, and where their voices are integral to decision making. Instruction is monitored and adjusted to advance and deepen individual learners' knowledge and understanding of the curriculum. Educators are empowered with agency and creativity. Communities are alive with visions, stories, and systems of vitality, wholeness, and sustainability.

**SECTION II – FINALIZED CO-DEVELOPED LPGTS**

The Longitudinal Performance Growth Targets (LPGTs) include baseline, stretch, and gap-closing targets for each of the common metrics. These targets center focal student groups while supporting public transparency and learning. Progress toward meeting these Longitudinal Performance Growth Targets will be included in the Annual Report. While all three types of targets are named in the Grant Agreement, ODE will review and consider when or if intervention is needed using only the Baseline and Gap-Closing Targets, in alignment with ODE guidance on target-setting and reporting practices.

<b>Target Type</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>
<b>Four Year Cohort Graduation</b>			
<b>Baseline Target: All Students</b>	<b>87.2%</b>	<b>87.7%</b>	<b>88.2%</b>
<b>Stretch Target: All Students</b>	<b>88.7%</b>	<b>89.7%</b>	<b>90.7%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>82.0%</b>	<b>83.0%</b>	<b>84.0%</b>
<b>Five Year Cohort Completion</b>			
<b>Baseline Target: All Students</b>	<b>90.6%</b>	<b>90.8%</b>	<b>91.0%</b>
<b>Stretch Target: All Students</b>	<b>91.8%</b>	<b>92.4%</b>	<b>93.0%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>88.0%</b>	<b>89.0%</b>	<b>90.0%</b>
<b>9th Grade on-Track</b>			
<b>Baseline Target: All Students</b>	<b>91.0%</b>	<b>91.3%</b>	<b>91.6%</b>
<b>Stretch Target: All Students</b>	<b>92.3%</b>	<b>93.1%</b>	<b>93.8%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>87.8%</b>	<b>88.8%</b>	<b>89.8%</b>
<b>3rd Grade ELA Proficiency</b>			
<b>Baseline Target: All Students</b>	<b>58.9%</b>	<b>60.0%</b>	<b>61.0%</b>
<b>Stretch Target: All Students</b>	<b>60.5%</b>	<b>62.0%</b>	<b>63.6%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>45.9%</b>	<b>49.0%</b>	<b>52.1%</b>
<b>Regular Attenders</b>			
<b>Baseline Target: All Students</b>	<b>72.0%</b>	<b>73.0%</b>	<b>74.0%</b>
<b>Stretch Target: All Students</b>	<b>77.0%</b>	<b>80.0%</b>	<b>83.0%</b>
<b>Gap-Closing Target: All Focal Group Students</b>	<b>56.0%</b>	<b>59.0%</b>	<b>62.0%</b>

**Exhibit A**

ODE GRANT #39282 – SSA SIA 2025-27

**SECTION III – APPROVED LOCAL OPTIONAL METRICS (IF APPLICABLE)**

Local optional metrics are designed to allow grantees to set and monitor metrics connected to outcomes they have described in their Integrated Plan.

	2025-26	2026-27	2027-28
<b>Local Optional Metrics</b>			
<b>Baseline Target: All Students</b>			
<b>Stretch Target: All Students</b>			
<b>Gap-Closing Target: All Focal Group Students</b>			

## EXHIBIT C INSURANCE

### INSURANCE REQUIREMENTS

Grantee/Recipient shall obtain at Grantee/Recipient's expense the insurance specified in this Exhibit C prior to performing under this Contract. Grantee/Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee/Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee/Recipient maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee/Recipient.

### WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee/Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee/Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Grantee/Recipient is a subject employer, as defined in ORS 656.023, Grantee/Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

If Grantee/Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Grantee/Recipient/Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

### COMMERCIAL GENERAL LIABILITY

Grantee/Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 annual aggregate limit.

### AUTOMOBILE LIABILITY INSURANCE

**Required**  **Not required**

Grantee/Recipient shall provide Automobile Liability Insurance covering Grantee/Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and

## **Exhibit A**

ODE GRANT #39282 – SSA SIA

Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

### **PROFESSIONAL LIABILITY**

**Required**  **Not required**

Grantee/Recipient shall provide Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Grantee/Recipient and Grantee/Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$2,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Grantee/Recipient shall provide Continuous Claims Made coverage as stated below.

### **EXCESS/UMBRELLA INSURANCE**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

### **ADDITIONAL INSURED**

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee/Recipient's activities to be performed under this contract. Coverage shall be primary and non-contributory with any other activities to be performed under this Grant.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee/Recipient's activities to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

### **WAIVER OF SUBROGATION**

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee/Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

1. Grantee/Recipient's completion and Agency's acceptance of all Services required under the Contract, or
2. Agency or Grantee/Recipient termination of this Contract, or
3. The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE**

Grantee/Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION**

The Grantee/Recipient or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW**

Grantee/Recipient agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Grantee/Recipient and Agency.

**STATE ACCEPTANCE**

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee/Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

**Additional Coverages That May Apply:****DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:**

**Required**    **Not required**

Grantee/Recipient shall provide **Directors, Officers and Organization** insurance covering the Grantee/Recipient's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than \$1,000,000 per claim.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:** **Required**    **Not required**

Grantee/Recipient shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Grantee/Recipient is responsible including but not limited to Grantee/Recipient and Grantee/Recipient's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee/Recipient, and the Grantee/Recipient's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$3,000,000 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

# 25-27 SIA Grant Agreement Board Presentation

December 2, 2025



PORTLAND  

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Public Schools

# Agenda

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- Reground in Scope and Purpose of ODE's Integrated Guidance and Grants
- Student Investment Account and Allocation
- Grant Agreement
- Questions and Comments



# Overview of ODE's Integrated Grants & Programs



**TOGETHER,  
WE RISE**

# PPS Integrated Plan

## PPS Plan & Application 2025-2027

For Oregon Department of Education's Integrated Guidance

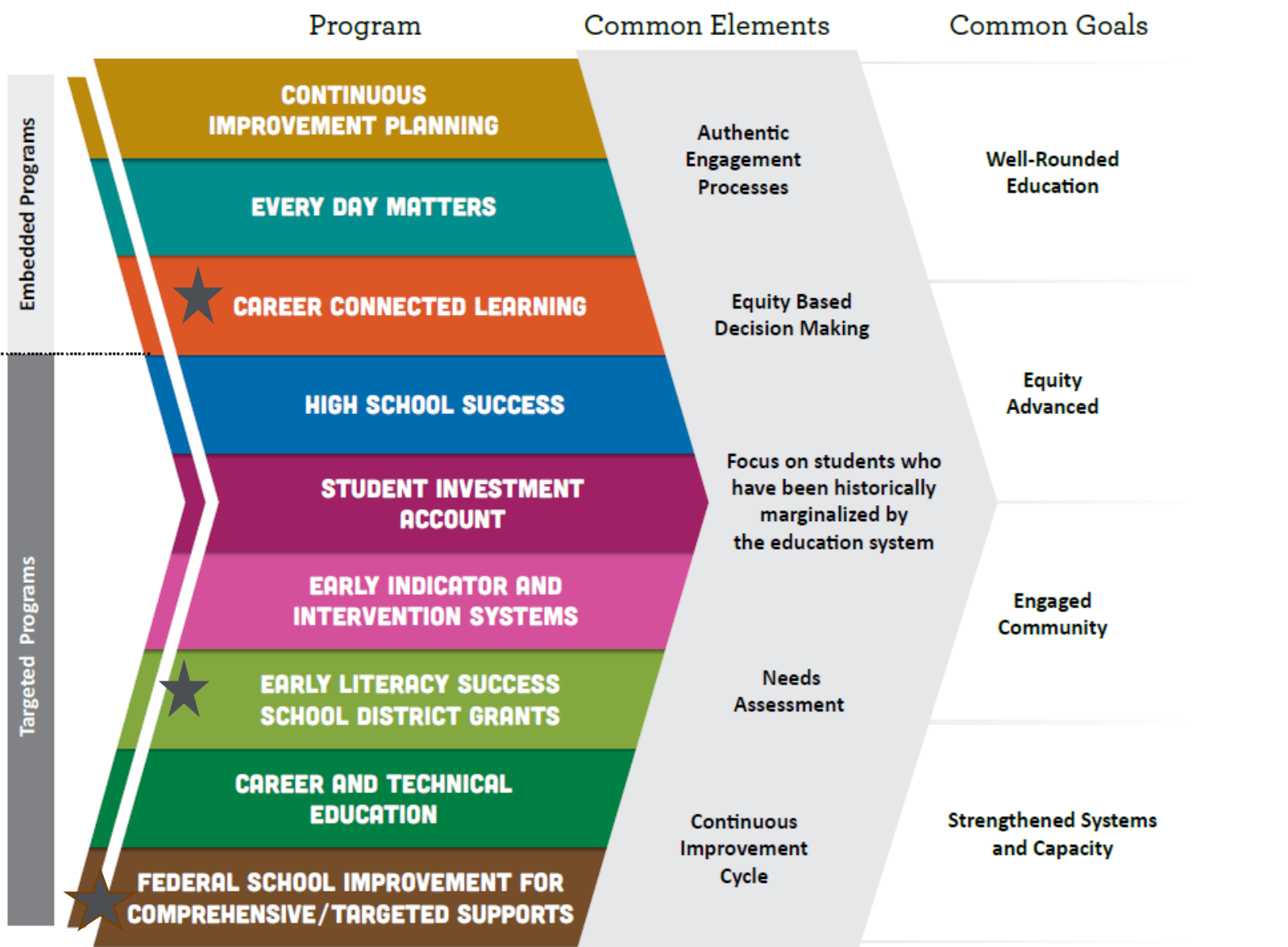
April 2025



- PPS Integrated Plan was approved by the Board in **April 2025**
- ***ODE issued the Grant Agreement for SIA in November 2025. Once approved by the Board, ODE will begin distributing the \$43,680,644 in funding***

<https://www.pps.net/Page/20662>

# ODE Integrated Grant Program



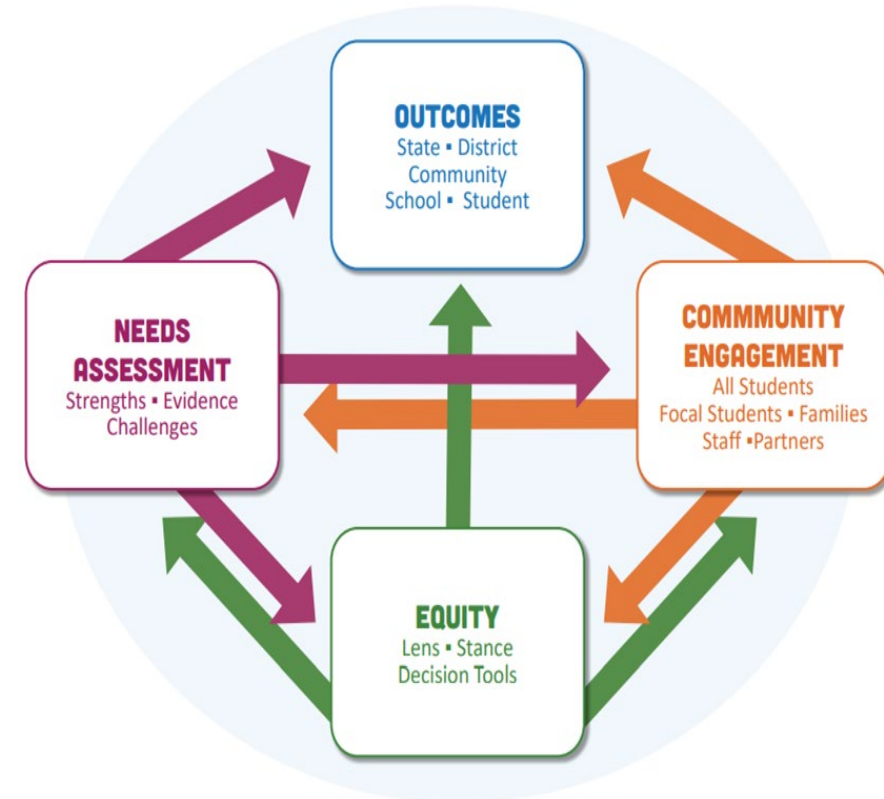
★ Represents a program added to ODE's Integrated Guidance since 2023

- ODE integrated plan and application for nine programs
- \$125M in state and federal funding for the 2025–27 biennium for Portland Public Schools.
- Plan developed based on a comprehensive needs assessment
- Plan investments informed by district budget process, community engagement, and program specific requirements

# ODE Integrated Grant Program Requirements

The ODE Integrated Guidance outlines comprehensive planning requirements to comply with state and federal statute and meet the program purpose. Planning requirements address:

- Use of an equity lens
- Community engagement
- Tribal Consultation
- Comprehensive Needs Assessment
- Consider the Oregon Quality Education Model and Student Success Plans
- Review and use regional CTE Consortia inputs
- Further Examination of Potential Impact on Focal Students tied to Planning Decisions
- Development of a plan with clear Outcomes, Strategies,



# PPS Integrated Plan Priorities

The combined integrated grant investments are based on identified needs and center inclusive and joyful learning experiences for students to access the resources and supports they need to demonstrate excellence.

- Early Literacy Achievement
- K-12 Academic Success
- Attendance and Engagement
- Graduation and Postsecondary Readiness
- Safe and Supportive Schools
- Culture of Racial Equity & Care

# SIA Investments and Allocation



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# Purpose of the SIA

## Student Investment Account

There are two stated purposes for the funds distributed under the Student Investment Account (SIA):

1. Meet students' **mental or behavioral health needs**, and
2. Increase **academic achievement** for students,

including **reducing academic disparities** for:

- Economically disadvantaged students;
- Students from racial or ethnic groups that have historically experienced academic disparities;
- Students with disabilities;
- Students who are English language learners;
- Students who are foster children;
- Students who are homeless; and
- Any other student groups that have historically experienced academic disparities, as determined by

the State Board of Education



# Funding Allocations by Program

Grant Program	2024-25 Actual	2025-26 +/-	2025-26	2026-27 +/-	2026-27 Preliminary
High School Success (HSS)	\$13,038,828	-3.2%	\$12,623,374*	10.5%	\$13,944,777
<b>Student Investment Account (SIA)</b>	\$43,992,406	-0.7%	\$43,680,644	4.1%	\$45,463,527
ESSA (CSI/TSI) (CIP)	\$928,884	1.1%	\$938,838	N/A	TBD
Career Technical Education - Perkins V (CTE)	\$470,328	3.2%	\$485,337	-10.4%	\$435,071
Early Indicators & Intervention Systems (EIS)	\$125,172	4.5%	\$130,764	0.0%	\$130,764
Early Literacy	\$3,425,823	-8.6%	\$3,131,583	4.1%	\$3,259,403
<b>Total Allocation</b>	<b>\$61,981,441</b>	<b>-0.5%</b>	<b>\$60,990,540</b>	<b>2.5%</b>	<b>\$63,233,542</b>

- Grant funding is tied to ADMw, so declining PPS enrollment reduces the grant allocation in 2025-26.
- The PPS Integrated Grant budget plan allocates pass through Student Investment Account funds to charter schools and community-based organizations (CBOs). This plan allocates \$2.2 million to charter schools and CBOs for 2025-26.

\* On March 26, ODE sent out revised 2025-27 preliminary allocations.

# Grant Agreements



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# SIA GRANT AGREEMENT

ODE GRANT #39282 - SSA SIA

## STATE OF OREGON GRANT AGREEMENT

"Student Success Act - Student Investment Account"

Grant No. **39282**

This Grant Agreement ("Grant") is between the State of Oregon acting by and through its Department of Education ("Agency") and **Portland SD 1J** ("Grantee"), each a "Party" and, together, the "Parties".

### SECTION 1: AUTHORITY

Pursuant to the **Student Success Act**, codified at 2019 Oregon Laws Chapter 122, as amended from time to time (the "Act"), ORS 327.175 establishes the Student Investment Account, and subsection (4) provides that moneys in the Account are continuously appropriated to the Oregon Department of Education for the purpose of distributing grants under ORS 327.195.

In accordance with ORS 327.185, Student Investment Account grants may be awarded to eligible applicants: school districts, eligible charter schools, Youth Corrections Education Programs (YCEP), and Juvenile Detention Education Programs (JDEP).

### SECTION 2: PURPOSE

The purpose of this grant is to provide funding to assist in meeting students' mental or behavioral health needs and to increase academic achievement, including reducing academic disparities for student populations identified in ORS 327.180(2)(b). These populations include, but are not limited to, economically disadvantaged students, students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, students who are homeless, students who are foster children, and any other student groups that have historically experienced academic disparities, as determined by the State Board of Education by rule.

### SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained ("Executed Date"), this Grant is effective and has a Grant funding start date as of July 1, 2025 ("Effective Date"), and, unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2027.

## ODE Grant Agreement Approval Requirements

- ✓ Posted on the PPS website
- ✓ Presented at an open meeting with opportunity for public comment
- ✓ Approved by the Board

# Questions and Comments



**TOGETHER,  
WE RISE**

**Thank you!**



**TOGETHER,**

**WE RISE**

**WITH EXCELLENCE. WITH PURPOSE.**



**TOGETHER,  
WE RISE**

# District Continuous Improvement Plan 2025-2028

## GOALS

By June 2028, and in addition to the targeted focus on Literacy and Math Continuous Improvement at the site level in 2025–26, all students in all PK-12+ classrooms will: Know and understand the learning target and success criteria, successfully engage in grade-level and standards-aligned tasks from district-approved, high-quality instructional materials and structures, self-assess their learning and explain and justify their thinking connected to the learning target and success criteria. This will have a particular focus on our district's focal students.



### ATTENDANCE

By June 2028, the overall percentage of students with good or acceptable attendance rates will increase by 15%, from 67% to 82%. In order to reduce the disproportionate gap, the percentage of students with good or acceptable attendance for all focal groups (Black & Native students, multilingual learners, students receiving special education services, and students experiencing poverty) will increase by 24%.



### 9TH GRADE SUCCESS

We will accelerate achievement and eliminate early high school opportunity gaps by ensuring all students finish 9th grade On Track. Our goal is to increase the percentage of all students finishing 9th grade On Track from 75% (June 2024) to 95% by June 2028, while closing the opportunity and outcome gap for focal students by increasing their On-Track rate from 53% to 95% over the same time period.



### LITERACY

By June 2028, all students in 100% of PK-12+ Language Arts classrooms - with a particular focus on our district's most impacted focal students based upon our data (Native students, Black students, multilingual learners, students receiving special education services, and students experiencing poverty) - will (1) know and understand the learning target and success criteria and (2) successfully engage in grade-level and standards-aligned tasks from district-approved high-quality instructional materials and structures.



### MATHEMATICS

By June 2028, all students in 100% of PK-12+ Mathematics classrooms -with a particular focus on district focal students (Native students, Black students, multilingual learners, students receiving special education services, and students experiencing poverty) - will (1) know and understand the learning target and success criteria and (2) successfully engage in grade-level and standards-aligned tasks from district approved high-quality instructional materials and structures.



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# District Continuous Improvement Plan 2025-2028

## STRATEGIES



### ATTENDANCE

Tier 1 Integrated Climate & Culture Practices

Data-based Attendance Review and Response

School & Community-wide Attendance Initiative



### 9TH GRADE SUCCESS

Data Access & Literacy

Team Structures & Processes

Intervention Strategies

Transition Support

Instructional Practices



### LITERACY

High-Quality, Inclusive Core Instruction

Assessment, Data, & Intervention:  
Formative Analysis and Differentiated Support

Family and Community Engagement



### MATHEMATICS

High-Quality, Inclusive Core Instruction

Assessment, Data, & Intervention:  
Formative Analysis and Differentiated Support

Family and Community Engagement

## ODE's Aligning for Student Success: Integrated Guidance for Six ODE Initiatives (IGG)

# Overview of ODE's Integrated Guidance

The Oregon Department of Education's (ODE) Aligning for Student Success: Integrated Guidance (ODE's Integrated Guidance) combines nine existing grant programs under a single application and reporting process intended to streamline administrative requirements for districts.

PPS ensures our efforts are closely tied to our district priorities while meeting the significant application and reporting requirements necessary to secure essential federal and state grant funding.

The nine programs included are:

- **Continuous Improvement Planning (CIP):** Centered on ongoing educational improvement efforts.
- **Every Day Matters (EDM):** Focused on addressing chronic absenteeism through increased attention on student engagement, school culture, climate and safety, culturally sustaining pedagogy, and family and community involvement.
- **Career Connected Learning (CCL):** Focuses on linking career awareness, exploration, preparation, and training to industry expectations to close skill gaps, improve student outcomes, and promote equity and inclusion in the workforce.
- **High School Success (HSS):** Focused on improving graduation rates and preparing students for college and careers.
- **Student Investment Account (SIA):** Aimed at reducing academic disparities while increasing academic achievement and meeting the mental and behavioral health needs of students.
- **Early Indicator and Intervention Systems (EIS):** Supports the development of systems for early identification and intervention for students needing additional support.
- **Early Literacy Success School District Grants (ELSSDG):** Focuses on improving early literacy outcomes for students in PreK through grade 3.
- **Career and Technical Education (CTE/Perkins):** Supports the development of academic, technical, and employability skills for secondary students.
- **Federal School Improvement (CSI/TSI):** Targets improvement in academic outcomes for specific student groups and subject areas.

The Integrated Guidance process emphasizes planning related to equity, community engagement, well-rounded education, and strengthened systems and capacity.

## **PPS Plan and Priorities**

Please find below the most recent PPS Plan & Application for the Oregon Department of Education's Integrated Guidance.

[ODE's Aligning for Student Success: Integrated Guidance for Six ODE Initiatives](#)

# PPS Plan & Application 2025-2027

For Oregon Department of Education's Integrated  
Guidance

April 2025



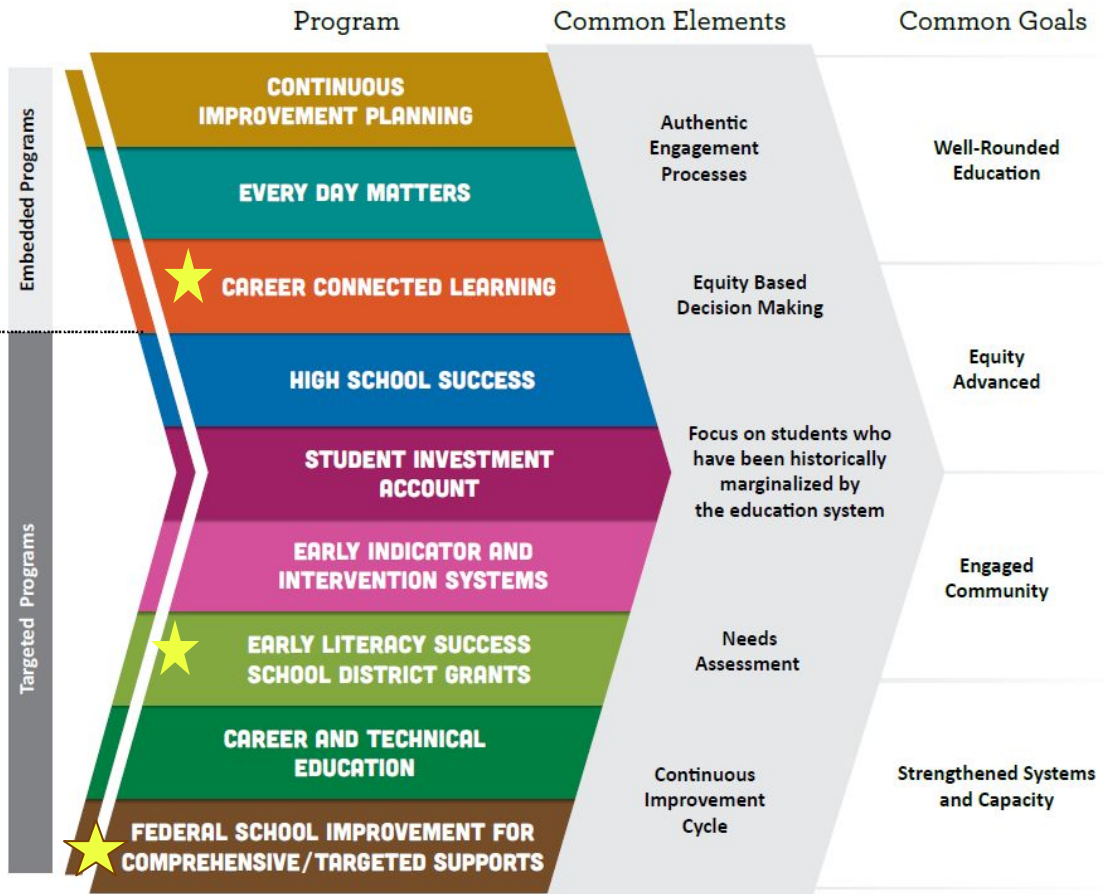
PORTLAND  
Public Schools

# Contents

- **Overview of ODE's Integrated Grants & Guidance**
- **Grant Funding**
- **PPS Plan Elements**
- **Charter School Plans**

# Overview of ODE's Integrated Grants and Guidance

# ODE Integrated Grant Program

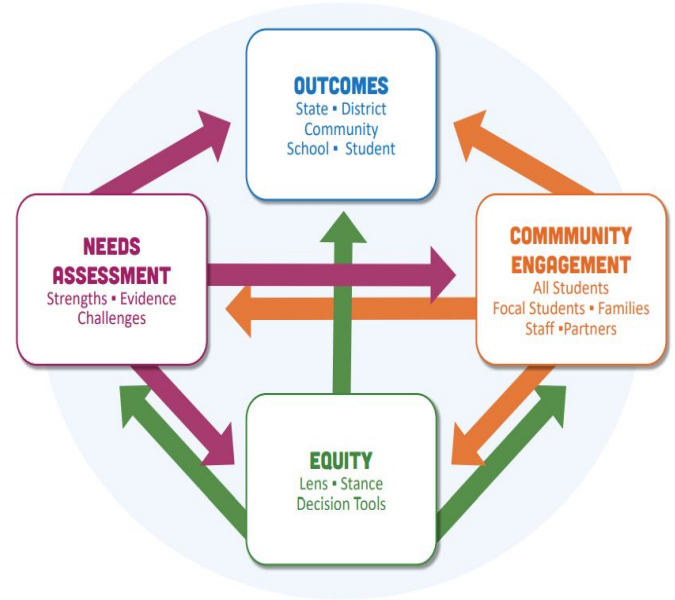


★ Represents a program added to ODE's Integrated Guidance since 2023

- ODE's Integrated Guidance includes nine programs
- They provide Portland Public Schools with about \$125M in state and federal funding for the 2025–27 biennium
- The PPS plan was developed based on a comprehensive needs assessment
- The PPS district budget process, community engagement, and program specific requirements informed the plan

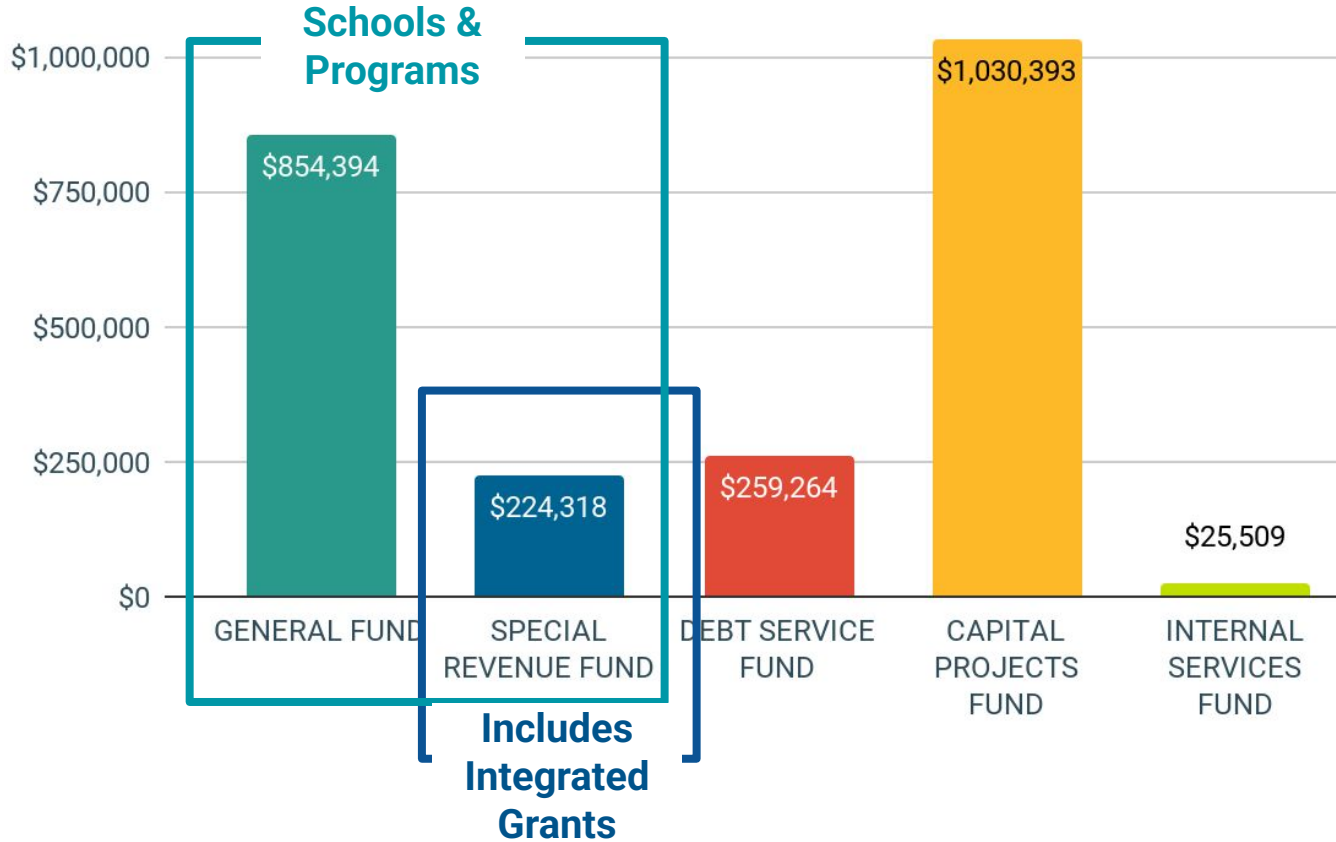
# ODE Required Planning Process

- Use of an equity lens
- Community and staff engagement
- Tribal Consultation
- Comprehensive Needs Assessment
- Develop Plan Strategies & Outcomes
- Identify Activities and Investments
- Complete a 2-year Budget + Narrative Application



# Funds in the PPS Budget

2024-25 Adopted Budget (In Thousands)



The total PPS budget is \$2.39 billion budget and is divided into five funds. The Integrated Guidance Funding is part of the Special Revenue Fund.

The **Special Revenue Fund** supplements the PPS operating fund from local, state, and federal sources. In 2025-2026, \$62M of the \$224M comes from the state and federal grants included in this application.

# Funding Allocations by Program

Grant Program	2024-25 Actual	2025-26 +/-	2025-26 Preliminary	2026-27 +/-	2026-27 Preliminary
High School Success (HSS)	\$13,038,828	0.9%	\$13,162,644	4.1%	\$13,699,894
Student Investment Account (SIA)	\$45,309,123	-0.3%	\$45,163,269	4.1%	\$47,006,668
ESSA (CSI/TSI)	\$928,884	1.1%	\$938,838	N/A	TBD
Career Technical Education - Perkins V (CTE)	\$470,328	0.0%	\$470,328	0.0%	\$470,328
Early Indicators & Intervention Systems (EIS)	\$125,172	0.0%	\$125,172	0.0%	\$125,172
Early Literacy	\$3,425,823	-8.6%	\$3,131,583	4.1%	\$3,259,403
<b>Total Allocation</b>	<b>\$63,298,158</b>	<b>-0.5%</b>	<b>\$62,991,834</b>	<b>N/A</b>	<b>\$64.6M (Estimate)</b>

- The table above includes a breakdown of the allocations by grant.
- Combined grant funding was reduced by 0.5% from the 2024-25 school year. Grant funding is tied to ADMw, so declining PPS enrollment reduces the grant allocation in 2025-26.
- The PPS Integrated Grant budget plan allocates pass through SIA funds to charter schools and community-based organizations (CBOs). This plan allocates \$2.2 million to charter schools and CBOs for 2025-26.

# PPS Integrated Plan Priorities

The combined integrated grant investments are based on identified needs and center inclusive and joyful learning experiences for students to access the resources and supports they need to demonstrate excellence.

- Early Literacy Achievement
- K-12 Academic Success
- Attendance and Engagement
- Graduation and Postsecondary Readiness
- Safe and Supportive Schools
- Culture of Racial Equity & Care

# Application Links

There are several required elements for this application. The Application Narrative and the Integrated Plan and Budget include outcomes, strategies, investments, and a comprehensive description of the planning process and priorities.

Additional attachments provide supplemental and more details information supporting the narrative and budget process.

## Application Narrative & Budget

[2025-27 Integrated Application Narrative](#)

[2025-2027 Integrated Plan and Budget](#)

## Key Application Attachments

- [PPS Equity Lens](#)
- [Affirmation of Tribal Consultation](#)
- [Tribal Consultation Worksheet](#)
- [PPS Early Literacy Inventory](#)
- [Early Literacy Allowable Uses](#)
- [PPS Perkins Needs Assessment](#)
- [CTE Perkins Local Improvement Plan](#)



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# Charter School Plans



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# Charter School Plans

- Four district-sponsored and two state-sponsored charter schools are included in the district's application. (Per a 2023 statutory change to the Student Success Act, PPS is responsible to administer the integrated plan for the two state-sponsored charter schools.)
- PPS provides the funding passthrough to charters only for SIA.
- PPS provides broad fiscal and monitoring oversight, but each charter school maintains its own integrated plan and budget.
- Where applicable, PPS actively engages with all charter leaders – district-sponsored or state-sponsored – to administer SIA funds, including coordinating budgets and aligning strategies.

# District-Sponsored Charter School Plans

Charter School	Integrated Plan & Budget 2025-27	Early Literacy	District Charter Program Agreement (DCPA)
Emerson School	<a href="#">Outcomes &amp; Strategies Budget</a>	<a href="#">Inventory Allowable Uses</a>	<a href="#">DCPA</a>
Le Monde French Immersion	<a href="#">Outcomes &amp; Strategies Budget</a>	<a href="#">Inventory Allowable Uses</a>	<a href="#">DCPA</a>
Portland Arthur Academy	<a href="#">Outcomes &amp; Strategies Budget</a>	<a href="#">Inventory Allowable Uses</a>	<a href="#">DCPA</a>
Portland Village School	<a href="#">Outcomes &amp; Strategies Budget</a>	<a href="#">Inventory Allowable Uses</a>	<a href="#">DCPA</a>

# State-Sponsored Charter School Plans

Charter School	Integrated Plan & Budget 2025-27	Early Literacy	District Charter Program Agreement (DCPA)
Cottonwood School of Civics & Science	<a href="#">Outcomes &amp; Strategies Budget</a>	<a href="#">Inventory Allowable Uses</a>	<a href="#">DCPA</a>
The Ivy School	<a href="#">Outcomes &amp; Strategies Budget</a>	<a href="#">Inventory Allowable Uses</a>	<a href="#">DCPA</a>

# Thank you



**TOGETHER,  
WE RISE**

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### Needs Assessment Summary

1. **Please offer a description of the needs assessment process you engaged in and the summary of results of that needs assessment. Please name the trends noticed through the state and local data review and indicate which data sources were used, including CTE-related information. Explain how the needs assessment and state and local data has informed specific decisions for this plan and budget. (500 words or less) *Additional requirement if applying with a sponsored charter:* Please include a brief description of your charter school(s) needs assessment process and how data has informed specific decisions for their plan(s) and budget(s). (Additional 250 words or less)**

The district is addressing a \$40 million budget deficit while maintaining a steadfast commitment to student success and well-being. Despite financial constraints, we prioritized decisions that protect and enhance learning experiences.

Over the past four years, we reduced costs by \$67 million through targeted, strategic measures—minimizing the impact on classrooms and educators whenever possible. These reductions demonstrate our ability to make difficult financial decisions while preserving our core mission of educational excellence.

#### **Needs Assessment Process & Data Sources:**

Our needs assessment process was rooted in the vision of engaging early and often with as much transparency as possible. The needs assessment for this Integrated Guidance plan was part of the overall district budget needs assessment with additional program specific engagements. Our efforts were designed to ensure that every stakeholder—educators, families, school leaders, and community partners—had multiple ways to engage in this critical conversation. We knew that a one-size-fits-all approach wouldn't work, so we created a variety of engagement methods to increase access and allow for both structured and organic dialogue. Through virtual town halls, listening sessions, direct surveys, and school-based discussions, we provided opportunities for stakeholders to engage in ways that felt accessible, meaningful, and relevant to their lived experiences.

We have to make critical budget reductions this year, so our engagement process included multiple rounds and prioritized reaching the people most impacted by these reductions. We heard from educators in staff meetings, parents in community forums, and school leaders through direct consultations, all of which have shaped our understanding of the real implications of the plan investments.

We also utilized state and local data sources, including:

- Enrollment trends and student demographic shifts
- Student achievement data (state assessments, iReady, MAP, and other local benchmarks)
- CTE participation rates and workforce alignment data
- Budget analysis and expenditure reports
- Equity impact assessments
- The Successful Schools Survey measuring schools climate and culture

### **Key Trends & Impact on Planning:**

Our community was very clear about the importance of maintaining direct student supports. Schools also requested more autonomy in their staffing based on specific site-based needs. As a result, schools have more discretion and flexibility while also maintaining baseline staffing and investments for core programming across schools. Additional reductions were also made to central office staff and programming.

Additionally, CTE enrollment trends informed investments in high-demand career pathways to ensure equitable access to workforce opportunities.

### **Charter School Needs Assessment Summary**

The needs assessment process for charter schools was rooted in data-driven practices designed to identify and address the unique requirements of each school's student population. The process is an ongoing approach to understanding the needs of each school's students, families, and community. The schools collected data through multiple channels, including equity audits, comprehensive surveys, focus groups, monthly Parent-Administrator Chats, student performance data, staff and board discussions, interviews, and direct feedback from staff and families. This process helped to inform where students, particularly those from underrepresented and underserved groups need additional support. By grounding individual charter school's planning and budgetary choices in data, each school could target interventions effectively, foster a safe, inclusive campus, and ensure all students have equitable access to the resources and support needed to thrive academically and socially.

School-specific data included:

- The Emerson School: Monthly Parent-Administrator Chats, student performance data, and staff feedback.
- Le Monde French Immersion: Parent and Staff survey, staff and board discussions, and student assessments.
- Portland Arthur Academy: Interviews with students and families and student assessment data.
- Portland Village School: Staff and Parent surveys, a parent focus group, behavior and assessment data.
- The Ivy School: Equity audit and Parent survey.

- The Cottonwood School: Family Survey and World Cafe engaging students, families, and staff.

## Equity Advanced

- 1. Explain how you incorporated your equity lens or tool into your planning and budgeting process. Outline key activities/strategies from your outcome/strategies Smartsheet and identify specific activities to support prioritized focal student groups.**

We use equity tools as an integral part of our continuous improvement cycles, ensuring that an equity lens or decision-making framework informs our policies, procedures, staffing, student support, resource allocation, and practices. In developing our plan and budget, we applied this lens to identify focal student groups who would be most impacted by our decisions. To center their voices, we engaged these students through focus groups and listening sessions, allowing their insights to shape our approach. For example, PPS held prioritization sessions with impacted focal groups early in the planning process. In these sessions, the district provided budget context to support meaningful engagement. PPS pushed into existing spaces to engage students and community members in prioritization sessions. The sessions were focused on district strengths, weaknesses, and areas for focus.

Key strategies and activities identified through this process to support prioritized focal student groups include: continued investments in student affinity groups and leadership, prioritizing site-based resources for schools based on an equity formula, and providing additional flexibility for school-based allocation of resources in order to meet unique needs of each school.

- 2. What professional development or training is planned throughout the biennium for teachers, staff, and administrators to address the cultural, social, emotional, and/or academic needs of students, including those of focal students?**

PPS remains committed to sustained professional learning in alignment with our strategic priorities. Throughout the biennium, PPS will continue investing in professional development to address the cultural, social, emotional, and academic needs of all students, particularly focal student populations.

A continued and key focus is implementing the PPS Instructional Framework and Roadmap to Educational Equity, ensuring educators receive training in evidence-based, culturally responsive teaching practices. Site-based coaching and professional learning will align instructional strategies to improve equitable student outcomes. PPS also continues to strengthen Multi-Tiered Systems of Supports (MTSS) by training educators and administrators on tiered interventions, universal screening, and progress monitoring to ensure students receive timely, targeted academic and behavioral support.

Additionally, PPS had adopted Social Emotional Learning curriculum to be used by educators during advisory/core instruction. As part of the school counseling core curriculum school counselors and social workers continue to receive training on trauma-informed practices and mental health supports. The district also continues to implement the Master Arts Education Plan, integrating culturally relevant creative learning experiences.

Racial equity remains a central pillar, with ongoing anti-racism and equity-focused professional development through intentional focus and integration in professional development. We also continue our RESJ partnerships to enhance equitable access to education.

Through multi-tiered sustained investments in these areas, PPS is making long-term, system-wide shifts to ensure all students receive a culturally responsive, academically rigorous, and emotionally supportive education.

**3. What policies and procedures do you implement to ensure inclusion of children and youth navigating houselessness in all programs and activities?**

PPS implements clear policies and procedures to ensure the inclusion of children and youth experiencing homelessness in all programs and activities. The McKinney-Vento team is dedicated to removing barriers and providing access to critical resources, ensuring students receive equitable educational opportunities.

To maintain confidentiality, all student information is securely stored and accessible only to designated staff. School and central staff complete annual McKinney-Vento training, which includes privacy provisions and best practices for supporting homeless students. Informational materials on student rights are publicly available in school offices.

The McKinney-Vento team facilitates transportation for students without stable access, ensuring they can attend school and extracurricular activities. Enrollment barriers are addressed by eliminating the requirement for proof of a permanent address. Additionally, students receive academic support, including tutoring and counseling, to mitigate disruptions caused by housing instability. The team also ensures participation in school sports, clubs, and after-school programs by assisting with fees, uniforms, and logistics.

The offices of Student Support Services and Funded Programs collaborate to provide individualized support and remove obstacles to success. The McKinney-Vento team monitors student data, offers guidance, and works closely with school staff to ensure services are personalized. Schools play a vital role in fostering inclusive environments where students feel supported and free from stigma.

Through these proactive measures, PPS guarantees that students experiencing homelessness can fully participate in all educational programs and activities, promoting their academic, social, and emotional well-being.

**4. Describe any efforts to ensure opportunities for all students to participate in CTE programs that are generally considered male or female dominated.**

Portland Public Schools is committed to expanding access to Career and Technical Education (CTE) programs, ensuring all students have opportunities in fields traditionally dominated by one gender. We are piloting YouScience at Benson and McDaniel to help students identify career paths based on their natural aptitudes, broadening their awareness of opportunities beyond traditional gender norms. Additionally, we are developing targeted career-connected learning experiences to support underrepresented students in exploring high-wage, high-demand fields. These efforts include strategic partnerships with organizations like Oregon Tradeswomen, Inc., which provides mentorship and hands-on learning opportunities for young women interested in the skilled trades.

Our Pathway Ecosystem Model ensures that each career pathway is supported by industry, community, and post-secondary partners, creating sustainable access for all students. Measure 98 funding supports this work by expanding CTE programs and work-based learning opportunities. We also recognize that access begins with school-level support. To that end, we are working closely with counselors and master schedulers to eliminate barriers and increase enrollment in CTE programs for all student groups. Through these initiatives, PPS is fostering a more inclusive CTE ecosystem, empowering students to pursue careers based on their potential rather than stereotypes.

## Well-Rounded Education

1. **Explain any changes or updates to your program review based on the [Program Review Tool](#) and Oregon’s Early Literacy Framework. For example, will their recommendations shape the implementation of program-specific activities or something else? Additional requirement if applying with a sponsored charter: Please include any updates for charters.**

As a collaborative body, the PPS Early Literacy Advisory Committee—including community members, families, educators, and administrators—reviews implementation data and assesses progress. The Advisory Committee completed the Program Review Tool during monthly meetings from October, 2024 to January 13, 2025. On March 3, 2025, the committee shared their recommendations. On March 17, 2025, PPS shared the literacy grant items and budget decisions with the committee. In April and May, the Advisory Committee will further evaluate and discuss this information to develop program recommendations for the next biennium. The findings from the Program Review Tool, along with Oregon’s Early Literacy Framework, will help shape these recommendations to ensure alignment with best practices in early literacy instruction.

The Advisory Committee includes community members, families, educators, and administrators who collaboratively review and provide feedback on implementation data and progress. Their role in discussing updates, making recommendations, and advocating for early literacy will help determine any necessary shifts in program-specific activities, professional development opportunities, or resource allocations.

By integrating insights from both the Program Review Tool and Oregon’s Early Literacy Framework, the committee will ensure that the program continues to support young learners effectively while aligning with community needs and state literacy goals.

### **Please include any updates for charters:**

Each charter school has developed their own plan and program to implement the Early Literacy Success School District Grant. Based on feedback from educators, administrators, and community members; along with the review of data and progress of their programs, charter schools have made determinations regarding updates to their early literacy plans for 2025-2027. While most of the charter schools’ review and assessment of their implementation of the practices described in Oregon’s Early Literacy Framework will remain the same, some schools will reassess their foundational skills curriculum and professional development opportunities for teachers. Overall, the charter schools will ensure that their plans and programs continue to support young learners effectively while aligning with community needs and state literacy goals.

- 2. Complete the Early Literacy Allowable Use Descriptions Smartsheet that includes information around professional development, coaching, high-dosage tutoring, and extended learning. No narrative response required.**

See application attachments for the district and charter school Early Literacy Allowable Use spreadsheets.

- 3. How do you ensure curriculum design and the adopted curriculum for all content areas (core or basal and supplemental) consist of a clearly stated scope and sequence of K-12 learning objectives and is aligned to all state and national standards?**

Our curriculum adoption process is rigorous, inclusive, and aligned with ODE's adopted curricula, our vision, and our prioritized strategies. Our process begins with a scope and sequence based on state and national standards. All our curricula are standards-aligned. Content leads from PPS's Central Office assemble an adoption committee that consists of teachers, school-based administrators, and specialists.

Using best practices in the field, committee members develop a rubric to evaluate instructional materials. This rubric may take different forms, but it will always include state and federal standards and racial equity and cultural relevance criteria. We apply our rubric to ODE's adopted curricula and identify which options meet our criteria; we then crosswalk this list with EdReports to select the highest-rated curricula. In some cases, curricula may not meet the needs/standards of PPS. When this happens, we pursue an independent adoption process based on ODE's guidelines. That independent process will use the same rubric to ensure both standards and values alignment.

Curricular options are then narrowed based on the rubric, material review, and interviews after field testing. During field testing, students, community members, and families are invited to review and rate materials through community events and presentations.

Supplemental curricula are reviewed after we adopt base curricula. This ensures that supplemental materials support the new curricula. Supplemental materials are reviewed in a similar process as base materials.

- 4. Describe your system for ensuring classroom instruction is well-rounded, intentional, engaging, and challenging for all students.**

Well-rounded education begins with a vision. Our vision is to graduate compassionate, critical thinkers who are able to collaborate, solve problems, and lead a more socially-just world. To achieve that goal, our processes are student-centered and trauma-informed, and our learning materials promote inquiry, exploration, and critical thinking.

As students age, we want them to take responsibility for their own learning and begin making connections between their schools and their community. We aim to create learning environments that are inclusive, participatory, motivating, and positive. This begins with our youngest learners. PreK students read, speak, listen, problem-solve, create, and play each day. We align instructional practices with our PPS Early Learners Core Values, which spans PreK to second grade. In our elementary classrooms, our core requirements ensure that every student has daily opportunities to engage in all core content areas, move and play, and develop key social skills.

Comprehensive learning experiences look somewhat different in sixth through twelfth grade. Our new core curricula are grade-level and standards-aligned, but students also have access to a wide range of electives. These include World Languages, AVID, Health, Physical Education, and a variety of arts pathways as articulated in our Master Arts Education Plan.

We are also deeply committed to bilingualism. Nearly half of our 81 schools now host a dual language immersion program in one of five languages: Vietnamese, Russian, Chinese, Spanish, and Japanese. Every year more PPS graduates earn the Seal of Biliteracy – a nearly threefold increase since 2019.

**5. How do you ensure that students, families, and community members experience a safe and welcoming educational environment, including but not limited to being free from drug use, gangs, violence?**

Ensuring a safe and welcoming educational environment is a priority for PPS. Each school integrates safety and inclusivity strategies within its School Choice & Improvement (SCIP) goals, guided by school site councils that include community members. Regular community surveys help shape these goals to address safety concerns effectively.

To foster inclusivity, all district-wide communications are translated into our six most commonly spoken languages, with schools providing additional school-based translations based on the language needs of their communities. During crises, we remind families of anonymous reporting methods and available support services.

We have culturally specific RESJ community partners that support students and families in advocacy, safety and sense of belonging. Our SUN schools provide families with supports to access their education. The RESJ department also provides interrupting hate and bias trainings for staff along with responding to school climate concerns with tailored coaching, support and professional development.

Since 2022, PPS' Youth Violence Prevention and Response Team has supported students who are identified as at higher risk of being victims or perpetrators of violence in the community. The team hosts events at high schools as part of their comprehensive program to connect students to resources and services. Daily student interactions are embedded into school support structures to ensure campuses remain free from drugs, gangs, and violence, reinforcing a safe and supportive learning environment for all.

**6. How do you ensure students have access to strong school library programs?**

Every elementary school has a library staffed by a certified library media specialist. We require that all elementary students receive at least one enrichment period with the specialist each week. Library visits may focus on reading engagement, or lessons driven by the Oregon School Library Standards. Specialists have also been trained in our new English Language Arts curriculum so they can supplement and support the knowledge-building themes students learn in their core classrooms.

The PPS Core Program Guide outlines the staffing requirements for libraries, including a minimum of 0.5 FTE for comprehensive middle schools. While library programming varies, it aims to inspire students to become lifelong readers, teach Oregon School Library Standards for accessing and using information, and

support core content educators. Our middle grades libraries serve the distinct developmental needs of middle grades students by providing both scheduled and free-time access.

All PPS high school libraries have a full-time specialist who provides programming focused on independent student information needs and interests, the effective and ethical use of information, and collaboration with classroom educators. Our high school libraries are multifunctional spaces where students can also work independently or with small groups.

In line with our vision and plan, we stock a variety of materials across our libraries that celebrate diverse cultural identities and lived experiences. As we have need and resources to purchase new materials, we seek to expand these resources.

**7. How are you monitoring the effectiveness of interventions for students who experience depression, anxiety, stress, and challenges with dysregulation?**

PPS is actively monitoring the effectiveness of interventions for students experiencing depression, anxiety, stress, and dysregulation through a data-driven, multi-tiered system of support (MTSS). This work primarily occurs in Tier 2 Student Intervention teams at each school where intervention fidelity and efficacy is tracked for students in need of support. Additionally, PPS Student Service Providers, School Counselors, School Social Workers, and School Psychologists, as well as contracted school based mental health therapists, are trained to maintain detailed case notes of their individual service delivery to students. Interventions and specially designed instruction for students who have Individualized Education Plans (IEP) are tracked by IEP case managers quarterly to measure adequate progress toward IEP goals.

The MTSS Attendance Work Plan integrates data-informed decision-making to evaluate interventions. Through school-based teams like ASERT, we assess the impact of support strategies and adjust approaches as needed. Our focus is on identifying effective interventions that improve student engagement and well-being.

To address chronic absenteeism—often linked to mental health challenges—MTSS is conducting focus groups to uncover root causes. This process, in collaboration with Panorama and national data from the Successful Schools Survey, helps shape targeted, evidence-based strategies that support students' emotional and behavioral needs.

Additionally, PPS surveys provide real-time insights into student well-being, allowing us to track trends, measure intervention effectiveness, and refine our approach. By continuously analyzing data, we ensure that our interventions foster resilience, emotional regulation, and academic success.

Through these efforts, PPS remains committed to creating a supportive and responsive environment that meets the needs of all students.

**8. How do you identify and support the academic needs of students who are not meeting or exceeding state and national standards for focal student groups? What systems are in place for supporting the academic needs of students, including for focal student groups, who have exceeded state and national standards?**

We are committed to accelerating learning for all students while also closing persistent, unacceptable achievement gaps between White students and Students of Color. Our Research and Assessment team works with our educators, school staff, school leaders, and Office of Student Support Services to continually reevaluate how we identify and support students' needs.

PPS provides multi-tiered systems of support (MTSS) and a continuum of instructional support. MTSS focuses on the whole child, supporting academic learning while addressing behavior, social-emotional needs, and attendance. We identify equitable, evidence-based instruction, intervention, and assessment practices to ensure that every student receives the support they need. To that end, our comprehensive assessment includes universal screening, diagnostic assessment, common formative assessment, benchmark assessment, and summative measures.

Within the MTSS framework, PPS dedicates time to professional learning communities. These meet regularly to collaborate around standards-based instruction, common assessment, learning progress, and learning response. Through these communities, educators collaboratively strategize how they can best meet students' needs. This work includes using the DuFour Four Questions to extend learning for advanced students.

PPS supports students who exceed standards through the TAG Department, collaborating with multiple departments to identify gifted students, including those from underrepresented groups. TAG services provide resources, training, and individual TAG plans to support differentiation and acceleration. We provide opportunities for grade and subject acceleration beginning in early grades, with pathways in math, CTE, Dual Credit, AP, and IB available in high school. Beyond academics, we recognize giftedness in leadership, creativity, and the arts.

**9. If planning to develop a new CTE Program of Study, please name the intended program to be started, timeline, and the steps taken or to be taken.**

Portland Public Schools is committed to expanding CTE opportunities to align with student interests and workforce needs. Lincoln High School will launch a new Health Science program, preparing students for careers in the growing healthcare sector through hands-on learning and industry partnerships. Additionally, Benson Polytechnic High School will expand its Broadcasting program to include the revival of a historical magazine, offering students real-world experience in journalism, media production, and storytelling. Both of these programs will begin during the 2025-2026 academic year. Our team will lead the application process with ODE once the schools confirm their forecasting numbers for each program, and will collaborate directly with the school teams to build a strong program with a three-year pathway.

PPS takes a systems-level approach to CTE expansion, ensuring new programs align with our Pathway Ecosystem Model and reflect regional workforce trends. We actively collaborate with industry and post-secondary partners to design high-quality programs that prepare students for career success. We are leveraging YouScience to help students explore career pathways based on their aptitudes, ensuring equitable access to opportunities. PPS will continue to support schools in developing new CTE programs that align with industry and education partners, ensuring all students have access to high-quality career-connected learning experiences. Any new programs will align with ODE's High Quality Program Rubric to ensure rigor, sustainability, and workforce alignment.

**10. What CTE defined work-based learning experiences are available for students? Describe any efforts you are making to expand these opportunities.**

Portland Public Schools provides a range of CTE-defined work-based learning experiences to ensure students gain hands-on exposure to careers aligned with their interests. High school career coordinators play a critical role in facilitating these opportunities, which include internships, job shadows, industry tours, and guest speaker engagements across multiple career pathways. We continue to strengthen our partnership with the Portland Workforce Alliance (PWA), which connects students with industry professionals and career experiences across a wide range of fields. Additionally, we collaborate with the Boedecker Foundation to provide specialized work-based learning opportunities in the arts, ensuring students have access to creative industry experiences.

To expand and equitize access to work-based learning, we are developing a student-facing portal where all available opportunities will be centralized in a single location. This ensures that every student—regardless of school or background—can easily access and participate in these experiences. Our approach aligns with the Pathway Ecosystem Model, ensuring that industry, community, and post-secondary partners are actively engaged in supporting students’ career readiness. By continuing to develop strategic partnerships and streamlining access through technology, PPS is creating a comprehensive, equitable, and scalable work-based learning system that prepares all students for future success.

**11. Do your students have the opportunity to earn CTE college credit while in high school? If yes, no explanation required. If no, please explain.**

Yes

**Engaged Community**

**1. What improvements have you made when engaging with your community, including focal students, families, and staff, in the past two years? What barriers, if any, continue to exist or were experienced?**

Over the past two years, we have improved our community engagement efforts, making it more systematic, transparent, and inclusive. We expanded the timeline to allow for deeper engagement, beginning in October with focal group discussions, followed by a community priority survey, a principal survey, and multiple rounds of feedback. As budget scenarios evolved, we emphasized transparency by openly sharing potential reductions and facilitating listening sessions and town hall forums. Insights gathered were synthesized and shared with the Community Budget Review Committee (CBRC) and the Board to inform decision-making.

Despite these improvements, challenges remain. Limited dedicated resources mean engagement efforts must be balanced with existing responsibilities. While we have increased outreach to historically underserved communities, engagement among focal groups remains an area for growth, as participation from white families continues to be disproportionately high. Moving forward, we are committed to refining our strategies to ensure all voices, particularly those of our focal students and families, are equitably represented in decision-making.

**3. List the strategies used to engage with focal students and families about the integrated plan throughout the planning process. (At least two strategies are required.)**

Portland Public Schools employs multiple strategies to engage focal students and families throughout the planning process, ensuring their voices shape district initiatives. We designed specific engagement efforts to reach these communities. We also have various levels of engagement ranging from overarching budget focus to program specific.

An overarching strategy involved engagements with community-specific focus groups such as the RESJ Community Advisory Committee, Migrant Education Parent Advisory Council, Culture in the Classroom, Title VI Indian Education Indian Parent Committee, and the Family Advisory Council on Education. These groups provide direct input on policies, budget priorities, and program development.

The CTE team holds program-specific engagements with a specific focus on CTE and career-connected learning initiatives. The PPS Student Council plays a critical role in shaping CTE programming by elevating student voice in decision-making. This council, composed of students from diverse backgrounds and career pathways, provides direct feedback on program offerings, work-based learning opportunities, barriers to access, partnership strategy, and CTE marketing. Their insights have informed strategies to expand industry recognized credentials, increase awareness of CTE pathways, and improve equitable access to career-connected learning experiences. The strategies ensure that both students and industry voices inform our CTE strategic plan, leading to more inclusive, responsive, and impactful career pathways for all PPS students.

By employing a range of strategies with our focal groups, we ensure that our integrated plan reflects the needs and aspirations of marginalized students.

**4. List the strategies used to engage with staff, both classified and certified, about the integrated plan throughout the planning process. (At least two strategies are required.)**

PPS has made a deliberate commitment to more active engagement with staff at multiple levels. This includes multiple rounds of principal engagement, central office sessions, and educator town halls, ensuring that both certified and classified staff have opportunities to inform the budgeting and planning process.

**Principal and Leadership Engagement:** School leaders were engaged through several rounds of structured discussions to provide ongoing input on resource allocation, staffing formulas, and instructional priorities. These discussions ensured that feedback from school leaders directly shaped adjustments to reductions, mitigation strategies, and flexible budgeting approaches.

**Educator Town Halls & Central Office Sessions:** Educator town halls and listening sessions with central office staff allowed educators to voice concerns and provide real-time feedback on how budget decisions impact classrooms, instructional support, and student services. A key outcome of these discussions was a shift from strict reductions to flexible strategies, such as more school-based decision-making and modifications to instructional coaching allocations, based on staff input.

This engagement model aligns with the Consult and Involve spectrum, ensuring that staff voices not only inform but actively shape district decisions. By iteratively refining plans based on staff feedback, we continue to prioritize transparent, collaborative, and data-driven decision-making.

#### **5. Demonstrate focal group engagement. What was the biggest learning from this engagement effort?**

There is a critical importance in creating intentional, community-centered spaces for Black and Native students, families, and community members. The Culture in the Classroom engagements reinforced that meaningful engagement goes beyond traditional outreach—it requires trust-building, shared leadership, and active listening. By structuring separate affinity spaces, we have sought to honor the unique experiences of Black and Native communities while fostering open dialogue about academic outcomes, safety, and belonging.

While systemic barriers persist, these community-led conversations illuminated actionable solutions that directly inform instructional practices. The engagements emphasized a need for culturally responsive teaching, representation in curriculum, and sustained accountability from district leadership. Most notably, participants emphasized the urgency for action and accountability - this work cannot remain in the discussion phase; it must translate into tangible actions and measurable outcomes that directly impact Black and Native students.

Moreover, the participants recommended future efforts should prioritize deeper partnerships with senior leaders, principal supervisors, and the Board of Education. By actively engaging in these collective conversations with more leaders across PPS, participants feel confident in their ability to drive results faster and hold leaders accountable for successful implementation.

#### **6. Demonstrate staff (classified and/or certified) engagement. What was the biggest learning from this engagement effort?**

This educator town hall demonstrates engagement with certified staff, including teachers, school administrators, and licensed educators, as well as classified staff in support roles. The Educator Town Hall provided a platform for staff across multiple levels of the district to voice concerns, ask questions, and provide feedback on budget planning and its impact on schools. The most significant takeaway from the Educator Town Hall was the critical need for clear, transparent, and proactive communication regarding budget decisions and their impact on staffing, resources, and instructional programs. Educators expressed concerns about staffing reductions, changes to summer programming, and reductions in licensed specialists, emphasizing the uncertainty surrounding how these decisions would be made.

Educators want more detailed and timely information about how budget decisions will affect their roles, students, and school communities. The responses indicated that many questions remain unanswered, highlighting the need for continuous engagement and clearer messaging from district leadership.

Additionally, the engagement reinforced that staff want to be included in the decision-making process, not just informed after decisions are made. Many educators requested more transparency in how Full-Time Equivalent (FTE) reductions would be determined and emphasized the need for student-centered budgeting approaches that prioritize equitable outcomes.

This effort underscored that budget decisions should be communicated with clarity and in a way that acknowledges educator concerns, ensuring that staff feel heard and valued as key stakeholders in the district's financial planning.

**7. Demonstrate focal group, staff, or community engagement. What was the biggest learning from this engagement effort?**

The learning from the Community Survey and overall community engagement was presented to the PPS Board and Community Budget Review Committee (CBRC) on March 4, 2024. The CBRC reviews, evaluates, and makes recommendations to the PPS Board of Directors regarding the Superintendent's Proposed Budget and any other budgetary issues the CBRC or the Board identifies. The committee is composed of eight to twelve volunteer members and student members. They meet monthly during budget development season, November through June, with additional meetings scheduled as needed.

During the Q&A portion of the presentation, Board and CBRC members were asked to provide an insight and a wondering about the data. They were interested in understanding how the learning from these engagements translated into budget decisions. Specific areas of interest were focused on how PPS is balancing core/baseline versus flexible funding for schools and safeguarding classroom educators for smaller class sizes and direct supports. They also provided feedback about the impacts of specific staffing reductions and learnings from other engagements.

**8. Demonstrate focal group, staff, or community engagement. What was the biggest learning from this engagement effort?**

The biggest learning from the Migrant Education Parent Advisory Council meeting was the critical need for stronger representation, inclusion, and culturally responsive engagement for migrant families, emerging bilingual students, and families navigating poverty. Parents expressed a lack of trust and connection with school staff, particularly when staff turnover is high and Spanish-speaking personnel are scarce. This highlights the urgent need for retaining bilingual educators and ensuring consistent staffing to build meaningful relationships.

Another observation was the importance of extracurricular activities, music programs, and cultural celebrations in fostering student motivation, engagement, and well-being. Parents emphasized that access to advanced music classes and culturally inclusive activities like Día de los Muertos celebrations helps students feel seen and valued. However, disparities were noted, as some schools offer richer extracurricular experiences than others, often reflecting socioeconomic divides.

Additionally, parents raised concerns about barriers to participation in school meetings and decision-making processes, noting that white families are often the most involved while non-English-speaking families feel excluded. Suggestions included mandatory principal-parent meetings, improved outreach to non-English speakers, and more equitable access to school leadership discussions.

This engagement effort reinforced the importance of culturally responsive staffing, intentional family engagement, and equitable access to school resources. Schools must prioritize hiring bilingual staff, creating inclusive decision-making spaces, and expanding culturally relevant programming to ensure that all families feel welcome and valued.

**9. Demonstrate focal group, staff, or community engagement. What was the biggest learning from this engagement effort?**

PPS administered a nationally normed community survey from October to November 2024. In all, nearly 4,000 people responded including parents, PPS staff, students, and members of the community. We had good participation and heard from different sectors of the community. Seventy percent of the responses were from parents and 13% were from teaching staff. Participants recommend that PPS eliminate a few programs versus reduce services across programs. Participants emphasized the importance of classroom instruction, teaching, and learning over community partnerships or extracurricular activities.

In the qualitative responses, hiring and retaining high-quality staff was the most frequently mentioned theme with 18% of comments referring to staffing. We also saw comments related to the visual and performing arts special education, and budget concerns.

When asked, “If you could change one thing about this school or district, what would it be?” The most frequently suggested change was to reduce class sizes. When asked “What is the single most positive aspect of this school or district?”, caring teachers was most frequently reported.

When asked how well PPS is doing across nine areas, the highest-rated response was Diversity & Inclusion and the lowest-rated was Student Achievement

When asked how important it is for PPS to focus on those same nine areas in order to be successful, the highest rated was Classroom Instruction and the lowest rated was Community Partnerships.

**10. Response required only if applying with a sponsored charter. If a sponsored charter is applying with a district, one artifact per charter needs to be submitted and should demonstrate focal group, staff, or community engagement. Who was engaged in each charter artifact? What was the biggest learning from the engagement effort(s)?**

**Emerson:** The feedback gathered from our family listening sessions informs our planning and budgeting process, helping us prioritize areas such as academic support, communication with families, and enhancing student engagement. For instance, during our initial chats, a theme was the need for increased or more effective communication between school and home. We found that families wanted less digital communication and more “old school” communication. As a result we purchased a new sandwich board to keep at the front door with colorful current daily reminders, we are offering our newsletters printed or emailed and have a community events bulletin board in our entryway. This needs assessment process allows us to remain responsive to the needs of our community, guiding the development of our school’s goals and financial allocation for the upcoming year.

**LeMonde:** Within the context of our Board of Directors survey/discussion, we learned that the engagement data highlighted gaps in academic achievement and underscored the importance of support for social-emotional learning, academic skills building, as well as professional development in serving students with disabilities and other historically underserved communities. In response, we allocated budgetary resources to purchase instructional materials that engage students meaningfully and support academic interventions. The assessment also informed the decision to hire additional staff to provide classroom support and targeted academic interventions for students not meeting benchmark.

**Portland Arthur Academy:** Who was engaged/who did you call, and why did you choose those families? The families engaged were those of students who were new to the school or from underserved racial or ethnic backgrounds. These families were chosen to ensure they felt welcomed, supported, and informed about their child’s educational journey. Reaching out to these families was crucial to building trust, providing essential school resources, and ensuring their children had access to the full range of academic and extracurricular opportunities.

What was the biggest learning from the engagement efforts?

The biggest learning from these conversations was gaining insight into what success means for families and how the school can support both students and families in feeling included. Many families emphasized the importance of their children feeling like they belong and being part of a community, highlighting that strong, personal connections with staff were key to fostering inclusion.

Positive feedback was given about teachers who took time to understand and engage with students, helping them feel seen and valued. Families also emphasized the importance of open communication about their child’s behavior and progress. Several shared stories of when their child felt excited or engaged in class, reinforcing the value of meaningful, interactive learning. Additionally, families expressed a desire for their children to receive support in developing social skills, emphasizing the importance of helping students build relationships and navigate social situations positively.

**Portland Village School:** The needs assessment at PVS included staff and parent surveys, a parent focus group, behavior data, and school-wide formative and summative assessments. Additionally, discussions during Tier II meetings and SIT team discussions were utilized to drive our process. The data highlighted behavioral and emotional regulation struggles with students in our youngest grades (K-3), with physical aggression driving referrals in the youngest grades. Additionally there are academic areas for improvement noted in math. Discussion and analysis pointed to struggles with instruction at the younger grades due to disruption in learning from dysregulated students, and a need to work in small groups with older students to close learning gaps. Of particular note is our high level of students who have IEPs and 504s who are struggling with emotional regulation. In response, we allocate budget resources to continue to support student behavioral and SEL needs and will adjust to reduce class sizes with an emphasis on the youngest grades, such that students struggling with behavior or academics could get additional support, as well as math intervention groups with all students.

In alignment with our district’s Student Investment Account (SIA) strategies, Portland Village School’s comprehensive needs assessment directly informed our plan, emphasizing differentiated approaches tailored to the students of the Portland Village School. Our assessment process utilized an equity lens to review a parent survey, a parent focus group, staff survey, and analysis of SIT and Tier II documents, as well as behavior and academic data.

**Cottonwood:** Our Spring 2024 family survey provided insights that will lead us to hone our practices in Place-Based Education through a listening session. Along with our Board, we facilitated a “World Café” to engage students, families, and staff in identifying key priorities for school improvement. This collaborative process provided a platform for diverse voices to contribute to shaping our vision for the future. By using structured conversations and sharing food, we gathered valuable insights and fostered a sense of shared responsibility for school progress. We incorporated the voices of over 50 parents/guardians, 24 students, and 25 staff members.

What we learned: Cottonwood stakeholders agree that some of our many strengths are found in our Place-Based mission, small class size, and commitment to social justice. We aim to increase inclusion and achievement by implementing comprehensive parent education, improving communication, and connecting to wrap-around services. We also learned that our Academic data highlights a need to continue to close the gap in Math, particularly for our students of color and those experiencing poverty.

**Ivy:** Our charter school's needs assessment process is rooted in data-driven practices designed to identify and address the unique requirements of our student population. The assessment included an equity audit completed by all staff members, a comprehensive parent survey, and a variety of classroom-based formative and summative assessments. Additionally, observational insights and performance data from reading and math benchmarks allowed us to pinpoint areas where students, particularly those underserved and below level, need additional support. The data highlighted gaps in academic achievement, especially in reading and math, and underscored the importance of culturally relevant resources and support for social-emotional learning (SEL). In response, we allocated budget resources to purchase instructional materials that reflect diverse cultural backgrounds, engage students meaningfully, and support academic interventions. The assessment also informed the decision to hire additional campus support staff to lead SEL initiatives and provide equity training for all educators, ensuring a culturally responsive environment.

By grounding our planning and budgetary choices in data, our school can target interventions effectively, foster a safe, inclusive campus, and ensure all students have equitable access to the resources and support needed to thrive academically and socially.

**11. Looking at your Community Engagement process holistically, what did you learn from the community and staff? Explain how you applied the input to inform your planning.**

Through a comprehensive engagement process, including focal groups, town halls, surveys, and listening sessions, we learned that transparency, clarity in decision-making, and prioritization of student-centered investments are paramount to our community and staff.

A key takeaway was the need to communicate early and often to ensure stakeholders understood the budget realities and could provide meaningful input. We also adopted a system-wide lens to collaboratively plan resources and assess the comprehensive impact of reductions, considering school-based resources, enrollment shifts, staffing formulas, Title I funding, and parent/foundation contributions.

Community feedback underscored the importance of preserving direct student-facing staff and minimizing disruptions to classroom learning. Through an iterative process, we refined not just what we reduced, but also how those reductions would impact schools. Listening sessions helped shift the approach from strict line-item reductions to more flexible, strategic adjustments, such as blended classrooms and mitigation plans to minimize negative effects.

For example, while instructional coaching was identified as a strategic investment, we had to find flexibility in its implementation rather than eliminating it entirely. This balance between maintaining essential instructional support and making necessary budget reductions was a direct result of community and staff input. By centering community and staff voices, we reinforced our commitment to

responsive planning, open dialogue, and prioritizing student success while navigating financial constraints.

## Strengthened Systems and Capacity

### **1. What system do you have to recruit, onboard, and retain quality educators and leaders, including those who are representative of student focal groups?**

A foundational goal in our Strategic Plan is to intentionally recruit, hire, develop, and support a diverse workforce. These efforts are currently underway and include analyzing our current culture, processes, policies, and systems; deepening our understanding of the current and ideal employee experience; and implementing inclusive and equitable processes, practices, and accountability systems. At the same time, we are thoughtfully leveraging our existing programming and professional development such as our Grow-Your-Own career pathway programs, Racial Equity-Centered Pipeline Initiative (partnership with the Wallace Foundation), a comprehensive approach to teacher professional learning, monthly professional learning for administrators, and coaching/mentoring for new educators.

In addition to investing in the workforce broadly, there is an urgent need to hire more educators of color, including multilingual individuals, who bring a range of benefits to students, schools, and the community. PPS is investing in recruiting and retaining diverse educators by focusing recruitment strategies, retention bonuses, and personalized professional learning opportunities on educators of color and hard-to-fill positions who serve our students furthest from educational justice. Currently, we are aligning our recruitment and retention strategies for educators of color with national best practices and creating a shared recruitment framework that includes a vision, metrics, and an implementation plan for future years. We recently integrated affinity-based components into monthly induction and coaching and provided personalized professional learning opportunities for leaders of color and their white counterparts in learning equity-centered leadership practices.

### **2. What systems are in place to ensure that focal students are being taught by effective and highly qualified teachers as frequently as other students?**

Every student deserves a high-quality, equitable education, and for focal students, this is especially critical. Our professional learning communities (PLCs) and student intervention teams monitor progress and implement targeted instructional strategies. We use the Danielson and PPS Instructional Frameworks to assess teaching quality, ensuring specific, actionable, and timely feedback—especially for new or less effective teachers. Administrators regularly observe classrooms, provide feedback, and conduct evaluations aligned with best practices and labor agreements.

Each school has an instructional coach to support teacher development through PLCs, one-on-one coaching, and school-based professional learning. Our coaching model emphasizes planning, implementation, assessment, and reflection. We address disparities through targeted interventions, allocating academic interventionists based on standardized assessment data. High-dosage tutoring, three times a week in small groups, strengthens foundational literacy and algebra readiness at priority schools.

In alignment with our agreement, we have a layered approach to developing and employing effective teachers with a deep focus on equity and ensuring focal students are placed with effective teachers. We

also have additional and supplementary resources, including coaches and student supports, in place in Title I, TSI, and CSI schools. We utilize high-quality curriculum, professional learning, and performance reviews to maintain instructional excellence. New teachers—first through third-year educators and those with restricted licenses—receive mentorship from our twelve Mentor-Induction Coaches. These coaches provide weekly observations, feedback, co-planning, modeling, and co-teaching to support new educators in delivering high-quality instruction to their students.

**3. Describe your system for analyzing disciplinary referrals, suspensions, and expulsions, including disaggregating this information by focal groups.**

PPS believes that each of our students is talented and capable of learning, growing, and achieving. With this as our starting point, our responsibility is to implement discipline policies that advance each student's full potential. Our discipline data shows that Black, Native American, and other students of color as well as special education students are disproportionately disciplined. Our commitment to data analysis includes disaggregated quarterly data reviews that are shared with Senior Leaders and building administrators. Every school has a Climate Team that is responsible for reviewing behavior data and using this data to inform their school climate plans. The MTSS department continues to provide professional learning and coaching to expand and deepen these practices.

**4. What systems are in place to support students and families who are transitioning between LTCT sites, YCEPs, and JDEPs to schools?**

Close ongoing family and student engagement along with integrated regional partnerships are core to the services provided by PPS Reconnection Services (RS). Once a student is referred to RS, an outreach coordinator is assigned who learns more about the specific student who then goes through a family intake process. The process involves support options, enrollment, and connections to wrap-around services. The outreach coordinators are embedded at schools and continue working with each student until they determine the student is ready for a supported transition. Perseverance to reach and serve students along with a sustained investment in the relationships are core to the engagement and essential for a successful student.

Additionally, Multnomah Education Service District (MESD) delivers educational services to youth housed in the Donald E. Long Juvenile Detention Center as well as in the two Multnomah County jails. It also provides these services in multiple other counties across the state and in three state youth correctional facilities, which means they work closely with incarcerated youth to help them earn credits toward graduation, create educational plans and profiles, and develop post-secondary plans. Through several grants, MESD also provides individualized transitional services for justice-involved youth, including those currently and formerly incarcerated. These wrap-around transitional services are based on students' ongoing input and needs.

Through partnerships with HOLLA and Dr. Danielle Dupuy, MESD also provides venues for youth to share their experiences, as part of the school-to-prison pipeline, with educators and justice professionals at professional learning events such as the Building Bridges to Equity series and Reflections on Pushout, a documentary.

**5. How do you support students and families in the transition between early childhood education programs and local elementary school programs from elementary to middle grades?**

## **From middle grade to high school? From high school to postsecondary education and/or workforce?**

In planning these transitions, we center students and their experiences. The cornerstone of a successful transition is providing students with opportunities to experience their future educational space. We have a tight vertical alignment between students' current spaces and the spaces they will enter. That includes ensuring staff are communicating and working together.

**PK to K:** Guided by these broad principles, we make specific provisions for each transition. As noted earlier, our Pre-Kindergarten through third-grade advisory council helps us analyze and improve student transitions to kindergarten. Kindergarten transition activities include enrollment, recruitment, and summer bridge events.

**ES to MS:** Our middle schools welcome new students at a 6th grade-only first day of school. This provides an opportunity for incoming 6th graders to meet teachers and school staff, learn more about their classes, and navigate their new school. In most cases, 8th-grade students lead small groups of 6th-graders to provide near-peer mentoring on the first day of school and beyond.

**MS to HS:** Our 8th-grade Student Success Teams facilitate successful transitions from 8th-grade to high school. Site level teams support students through forecasting, high school options process, and social-emotional lessons. All 9th-grade students are part of Student Success Teams, which are composed of communities or academies. Each team has at least three interdisciplinary teachers who share a common release time to review student data and discuss supports and instructional strategies.

Leap into 9th Grade, a summer bridge program, prepares students to excel in high school and get a head start working with their new teachers and peers in the summer for three weeks. The program embraces multiple ways of knowing and acknowledges funds of knowledge. The program individualized learning experiences, and students receive a 0.5 high school elective credit upon successful completion. All PPS high schools also offer 9th Grade Communities which ensure that 9th graders are known and supported by their teachers.

**HS to Postsecondary:** High School Counselors, College Coordinators, and Career Coordinators support students with developing post-secondary plans. We also partner with Portland Community College to host a bridge program to decrease summer melt for graduates who plan to attend PCC in the fall.

- 6. What career exploration and career development coursework and activities are offered to support awareness, exploration, preparation, and training at the various grade-bands? Describe your system for sharing information with students and parents regarding career connected learning and CTE opportunities, including any guidance, counseling, and connections to education plans and profiles.**

All PPS Students in grades 6-12 have an opportunity to complete an Education Plan and Profile which provides a variety of activities and experiences designed to guide students in thinking about their interests, strengths, and post-secondary plans. The [PPS Education Plan and Profile Infographic](#) displays the components students will complete by grade level. At the high school level activities are captured in Maia Learning and parents have view access to review their student's results and progress throughout high school.

Connected to CTE, there is deeper career exploration and preparation through CTE courses, work-based learning experiences, and industry partnerships. Students participate in job shadows, internships, mentorship programs, and industry-recognized certifications. Partnerships with the Portland Workforce Alliance and Boedecker Foundation expand career-connected learning in multiple fields. PPS has developed a comprehensive marketing plan to share many of these opportunities with students and is actively working on the development of a student-facing portal where all career-connected learning opportunities will exist. The team is providing additional training to counselors around CTE and continues to work directly with career coordinators at each school to provide ongoing career-connected learning opportunities. We also continue to work directly with industry partners to provide opportunities to students, both through career-focused events, and opportunities for guest speaking at schools.

**7. For districts required to engage in Tribal Consultation only: Describe the professional development opportunities provided to ensure that teachers and other school professionals who are new to the Indian community are prepared to work with Indian children and that all teachers who will be involved in programs under this guidance have been properly trained to carry out such programs.**

The district's Culture in the Classroom initiative equips educators with culturally specific strategies to create a welcoming environment for Native students. The work includes a Guiding Council with members of the Native community. Deliverables include "Look fors" for both teachers and students. We also contracted a Literature Review that focuses on Native student success.

Teachers receive curriculum and instructional support to integrate Tribal History/Shared History lesson plans, with dedicated resources available online. For grades 6-8, pacing guides explicitly include SB13 lessons, and an 8th-grade field trip to the Columbia River dam is being developed in coordination with the Indian Education Department and the Columbia River Inter Tribal Fish Commission. In K-5 ELA and Social Studies, Tribal History/Shared History curricular resources with lessons are available for all teachers, and educators are encouraged to teach these lessons. Additional work is underway to conduct classroom observations and provide feedback. High school educators also have access to curriculum-linked lesson plans with guidance on integrating them into core subjects throughout the year. The Academic Director of Indian Education is a current member of an advisory group developing new SB13 lessons that will soon be available state-wide. They will be geared toward school administration and instructional coaching staff.

Additionally, principals receive SB13 instructional highlights via newsletters and meetings. A PreK-12 team is developing a Look For Tool and a district-wide Scope and Sequence document to ensure the effective integration of Indigenous perspectives in all classrooms.

### Early Literacy Inventory and Prioritization

**For the purposes of prioritizing Early Literacy funds, we have used multiple sources of data, including but not limited to state Language Arts summative assessment data and, for eligible applicants who serve English Language Learners, English Language Proficiency Assessment data.**

1. Using the Smartsheet link, make any necessary adjustments to your previously submitted Early Literacy Inventory. Please note the literacy inventory requires up-to-date information of all literacy assessments, tools, curricula, and digital resources used to support literacy in early elementary grades (PK-3). *No narrative response required.*

See application attachments for district and charter school Early Literacy Inventory spreadsheets.

2. What is the name of the funding source for the 25% match for early literacy? (check all that apply)

- General Fund
- Student Investment Account (SIA)
- State School Fund SSF
- Title I
- Title II
- Title III
- Title IV
- N/A (less than 50 ADMw, no match required)
- Other

3. If you answered "Other" on #2, please describe below:

N/A

4. Please do your best to mark which of the following categories best describe how you are using your matching funds? (check all that apply)

- Hiring
- Purchasing Curricula & Materials
- High-Dosage Tutoring
- Extended Learning Programs
- Professional Development & Coaching
- Other purposes

5. If you answered "Other" on #3, then please describe below:

N/A

6. Select one or more of the following school characteristics that were used to prioritize Early Literacy Funds within your district. Prioritization was determined based on schools that:

- Have the lowest rates of proficiency in literacy of elementary schools in the district;
- Identified for comprehensive support and improvement or for targeted support and improvement under the federal Every Student Succeeds Act (P.L. 114-95, 129 Stat. 1802) based in part on literacy score;
- Have literacy proficiency rates that have not recovered to pre-pandemic levels;
- Have a higher portion of student groups that have historically experienced academic disparities compared to other elementary schools in the district.
- N/A if you have only one elementary school

**7. List the elementary schools (and/or schools serving elementary grades) that are receiving Early Literacy Funds or resources, and the approximate percentage of funds that are going towards each. Use Format [School - xx%]. (write N/A if you have only one elementary school)**

PreK	5
Abernethy E.S.	1.5
Access	1.5
Ainsworth E.S.	1.5
Alameda E.S.	1.5
Arleta E.S.	2
Astor K-8	2
Atkinson E.S.	2
Beach E.S.	2
Beverly Cleary K-8	1.5
Boise-Eliot/Humboldt	2
Bridger Creative Science E.S.	1.5
Bridlemile E.S.	1.5
Buckman	2
Capitol Hill E.S.	1.5
Cesar Chavez K-8	3
Chapman E.S.	2
Chief Joseph ES	2
Clark E.S.	2
Creston E.S.	1.5
Dr. Martin Luther King Jr. E.S.	1.5
Duniway E.S.	1.5
Faubion PK-8	2
Forest Park E.S.	1,5
Glencoe E.S.	1.5
Grout E.S.	1.5
Hayhurst E.S.	1.5
Irvington E.S.	2
James John E.S.	2
Kelly E.S.	1.5
Laurelhurst K-8	1.5
Lee E.S.	1.5

Lent	1.5
Lewis E.S.	1.5
Llewellyn E.S.	1.5
Maplewood E.S.	1.5
Markham	1.5
Marysville E.S.	2
Peninsula E.S.	2
Richmond E.S.	1.5
Rieke E.S.	1.5
Rigler E.S.	1.5
Rosa Parks E.S.	2
Rose City Park E.S.	1.5
Sabin E.S.	2
Scott E.S.	2
Sitton E.S.	1.5
Skyline K-8	1.5
Stephenson E.S.	1.5
Sunnyside Environmental K-8	1.5
Vernon K-8	2
Vestal E.S.	2
Whitman E.S.	1.5
Winterhaven K-8	1.5
Woodlawn E.S.	1.5
Woodmere E.S.	2
Woodstock E.S.	1.5

ODE sends the Early Literacy grant funds directly to the charter schools. They are not a district passthrough. The question does not apply to charter schools.

## Feedback

### 1. How can ODE support your continuous improvement process?

ODE's directives and resources directly impact our ability to serve students. Rising costs, including inflation, employee compensation, and pension obligations, continue to strain our budget, while state funding remains insufficient. The loss of federal pandemic aid has further reduced available resources, making it harder to meet student needs.

At the same time, ODE continues to expand programs and compliance requirements. Even with increased funding, the growing administrative burden limits our capacity to focus on high-leverage, student-centered improvements. With fewer staff available, this is a function of both time and resources. They must be prioritized effectively.

Summer programming has been significantly reduced due to funding constraints. Previously serving 2,200 students across 67 schools at 11 sites, we can now only support 700 students at 16 schools across 4 sites. Despite national recognition for Summer Acceleration Academy, we were excluded from ODE’s funding formula, disproportionately impacting focal student populations.

Over the past three years, we have made approximately \$105M in budget reductions, while the state adds programs and compliance demands, further straining resources. The excessive application and reporting burdens takes time away from impactful strategies.

To truly support continuous improvement, Oregon must fully fund the Quality Education Model (QEM) and ODE must streamline compliance requirements. Increased funding alone is not enough—reducing administrative burdens and aligning data collection with valid, research-based measures will allow districts to focus on what matters most: improving student outcomes.

## Plan Summary

1. **Provide an overview of the plan detailing the key aspects and rationale behind the chosen approach. Describe the vision of the plan and how it addresses strengths and areas for growth identified in the needs assessment, including those specifically related to CTE. Additionally, describe how the plan will work towards addressing the co-developed LPGTs or Local Optional Metrics. (500 words or less)**

***Additional requirement if applying with a sponsored charter:* Please be sure to include information about how the needs assessment informed the plan for each charter if the approach is different from the district’s plan or how the charter participated in the planning and development of your district plan. (Additional 250 words or less)**

Grant investments deepen and expand our work to disrupt inequities, foster partnerships and collaboration, and provide inclusive and differentiated learning opportunities. Aligned with our district’s continuous improvement plan and our Roadmap for Educational Equity, these investments will directly support our commitment to providing all students with high-quality teaching and learning in every classroom.

Our integrated plan prioritizes investments based on identified needs, centering on enhancing inclusive and joyful learning experiences that ensure all students—especially focal student groups—have access to the resources and supports they need to demonstrate excellence. These priorities align with our needs assessment and community feedback, emphasizing:

- **Early Literacy Achievement:** Strengthening PK-3 reading and writing instruction through high-quality, standards-aligned materials, targeted interventions, and professional learning for educators to support literacy development.

- **K-12 Academic Success:** Expanding access to high-quality instructional materials and strategies, meaningful professional learning for educators, and targeted intervention supports to accelerate learning for students struggling with grade-level content.
- **Attendance and Engagement:** Increasing attendance rates by fostering a sense of belonging and improving school climate.
- **Graduation and Postsecondary Readiness:** Strengthening instruction, equitable grading practices, career-related programming that emphasizes real-world, hands-on learning, and providing credit recovery options.
- **Safe and Supportive Schools:** Expanding access to behavioral, mental health, and wellness supports, while implementing policies and practices to ensure a school environment free from discrimination, harassment, bullying, and retaliation.
- **Culture of Racial Equity & Care:** Cultivating racial equity and care through meaningful engagement with students, families, and community leaders, and implementing culturally responsive strategies across schools and departments.

This plan is a critical component of our district’s broader strategic efforts, which are aligned with the PPS Board Goals and ODE LPGTs. We will track and report on key indicators quarterly for internal review and annually for the Board and community. Additionally, we will provide periodic updates specific to these investments as required by ODE’s Integrated Guidance

### **Charter School Plan Summary**

In alignment with the district’s Integrated Plan strategies, the individual charter school’s comprehensive needs assessment directly informed each individual charter school’s plan, emphasizing differentiated approaches tailored to the students in each school. The needs assessment process utilized an equity lens to review a variety of engagement strategies employed by individual charter schools. Each charter school developed their individual plan to address the needs of their students.

Each charter's plan outlines the key areas for growth and investment, as listed below.

The Emerson School:

- Improved Communication and Family Engagement
- Tailored Academic Support
- Holistic Well-Being of students

Le Monde French Immersion:

- High Expectations and Rigor
- Social, Emotional, and Physical Well-Being of students

Portland Arthur Academy:

- Small instructional groups focused on ELA and Math
- Create a culture of safety and respect for students

Portland Village School:

- High Expectations and Rigor
- Social, Emotional, and Physical Well-Being of students

The Ivy School:

- High Expectations and Rigor
- Culturally responsive environment
- Social, Emotional, and Physical Well-Being of students

The Cottonwood School:

- Improved communication including parent education, updates to communication platforms, etc...
- Wrap around services addressing holistic needs of students (social, emotional, and physical)

## Assurances

- You will comply with all applicable state and federal civil rights laws, to the effect that no person shall be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity on the basis of race, color, national origin, sex, sexual orientation, marital status, gender identity, religion, age, or disability.
- You have taken into consideration the Quality Education Commission (QEC).
- Your proposed expenditures comply with supplement (not supplant) guidance outlined in statute for Federal School Improvement, Perkins, and HSS district/school activities (if applicable).
- Your student progress and outcome data disaggregated by focal student group (except in cases of fewer than 10 students) was examined during the integrated planning process.
- Dropout/pushout prevention strategies and activities are applied at every high school within the district, including alternative schools.
- Each of the SSA plans were reviewed as part of your strategic planning.
- You have reviewed your early literacy programs to identify areas of alignment with Oregon’s Early Literacy Framework: A Strong Foundation for Readers and Writers (K-5) and the applicant’s work will align with the definitions included in the Early Literacy Success Initiative.
- Your literacy assessments, tools, curricula and digital resources are culturally responsive, research-aligned, and reflected in the inventory, including formative and diagnostic tools.
- You will provide professional development and coaching in research-aligned literacy strategies to teachers and administrators in early elementary grades to improve early literacy instruction.
- You will provide extended learning programs that use research-aligned literacy strategies to students in early elementary grades by licensed teachers or by qualified tutors.
- You will provide high-dosage tutoring to students in early elementary grades that integrates reading and writing and that is delivered by a qualified tutor using developmentally appropriate practices.
- You have a student growth assessment for literacy that produces data that can be disaggregated by focal student group.
- If literacy funds are used to are used to hire specialists, interventionists, or coaches, they have a literacy-focused licensure endorsement, have advanced training or certification in “research-aligned literacy strategies” and “the science of reading and writing”, and their primary role and responsibilities include direct support of students and/or educators.
- You have, for the purposes of prioritization, determined rates of proficiency using multiple sources of data, including state Language Arts summative assessment data and, for eligible applicants who serve English Language Learners, English Language Proficiency Assessment data.

**CONTRACT BETWEEN COTTONWOOD SCHOOL OF CIVICS AND SCIENCE, A STATE SPONSORED CHARTER SCHOOL, AND PORTLAND PUBLIC SCHOOL DISTRICT NO**

**1J SECTION 1: AUTHORITY**

Pursuant to the “Student Success Act”, codified at 2019 Oregon Laws Chapter 122 and as amended from time to time (the “Act”), Multnomah County School District No. 1J (the “District”) is authorized to distribute funding from District’s allocation of the Student Investment Account (SIA) as described in Section 10, subsection 4, of the Act. The District shall serve as the fiscal agent for The Cottonwood School of Civics and Science, an ODE sponsored Charter School (“Grantee”) for Student Investment Account grant funds only. The Grantee will serve as their own fiscal agent for all other funding streams within the Oregon Department of Education’s (the “Department” or “ODE”) Integrated Plan.

**SECTION 2: PURPOSE**

The purpose of the programs under which this Grant is issued is to provide Grantee funding to meet students’ mental or behavioral health needs and increase academic achievement for students, including reducing academic disparities for students that are economically disadvantaged; have historically experienced academic disparities; and any others as determined by the State Board of Education.

**SECTION 3: EFFECTIVE DATE AND DURATION**

When all Parties have executed this Grant, and all necessary approvals have been obtained, this Grant shall be effective on the same date (July 1, 2025) as the District’s SIA agreement with ODE and, unless terminated earlier in accordance with its terms, shall expire on the same date (June 30, 2027) as the District’s agreement with ODE.

**SECTION 4: GRANT MANAGERS**

4.1 District’s Grant Manager is:

Kristin Johnson, Financial Operations Manager, Grant Accounting  
501 N. Dixon St.  
Portland, OR 97227  
503-916-3161  
kjohnson5@pps.net

4.2 Grantee’s Grant Manager is:

Laura Cartwright  
640 S. Bancroft St.  
Portland, OR 97239  
503-244-1697

lauracartwright@thecottonwoodschool.org

4.3 A Party may designate a new Grant Manger by written notice to the other Party.

## **SECTION 5: PLAN AND BUDGET**

5.1 Grantee shall perform the activities as submitted in the Integrated Programs application including the Integrated Programs Budget for 2025-27, along with their Outcomes and Strategies.

## **SECTION 6: GRANT FUNDS AND EXCHANGE OF SERVICES**

6.1 **Grantee Allocation.** In accordance with the terms and conditions of this Grant, the District shall provide Grantee 100% of the SIA Allocation amount generated by the ADMw attributed to the Grantee and published by ODE in the quarterly SIA Allocations report for the purposes described in Section 2; and District shall pay the Grantee from solely monies available through its District SIA Grant Allocation (the “Funding Source”). Funds received by the Grantee under this Agreement (the “Grant Funds”) may be used only for eligible expenditures authorized by this Grant and incurred during the Performance Period.

**6.1.1 Administrative Costs.** Grantee may not use any of the Grantee’s allocation for administrative costs.

**6.1.2** The Grantee must establish a separate account for all funds received as part of the Grant.

## **SECTION 7: DISBURSEMENT GENERALLY**

### **7.1 Disbursement.**

**7.1.1** District shall disburse Grant Funds by Electronic Funds Transfer within ten (10) business days of District receiving the SIA allocation from ODE.

**7.1.2** If District determines that any completed Project activities or documentation are not acceptable in the District’s reasonable discretion and that any deficiencies are the responsibility of Grantee, District shall prepare a detailed written description of the deficiencies and will deliver such notice to Grantee, in addition to any other remedies for Default by Grantee under this Agreement. At District’s discretion, Grantee shall correct any deficiencies at no cost to District within 30 business days or as otherwise required by District.

**7.1.3** All expenses must adhere strictly to ODE guidance and rules adopted by the State Board of Education regarding the allowable uses of SIA grant funds.

**7.2 Conditions Precedent to Disbursement.** District’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

**7.2.1** District has received sufficient funding to allow District, in the exercise of its reasonable administrative discretion, to make the disbursement.

**7.2.2** No default as described in Section 12 has occurred.

**7.2.3** Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

**7.3 Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Grant that are expended in violation or contravention of one or more of the provisions of this Grant ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Grant ("Unexpended Funds") must be returned to District. Grantee shall return all Misexpended Funds and Unexpended Funds to District promptly after District's or ODE's written demand, but in any event no later than 30 business days after the District's or ODE's written demand.

**7.4 Duplicate Payment.** Grantee shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same costs financed by or costs and expenses paid for by Grant Funds from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

## **SECTION 8: REPRESENTATIONS AND WARRANTIES**

**8.1 Organization/Authority.** Grantee represents and warrants to District that:

8.1.1 Grantee is an Oregon Nonprofit Corporation duly organized and validly existing under the laws of the State of Oregon, is eligible to receive the Grant Funds and has full power, authority and legal right to make this Grant and to incur and perform its obligations hereunder;

8.1.2 The making and performance by Grantee of this Grant (a) have been duly authorized by Grantee, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's Articles of Incorporation or Bylaws; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Grant, other than those that have already been obtained;

8.1.3 This Grant has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

8.1.4 Grantee is, and throughout the Performance Period will be, in compliance with its charter agreement and all Oregon laws applicable to charter schools operating in the State of Oregon including, without limitation, ORS 338.035, as reported by ODE, which is the school's sponsor; and

8.1.5 The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## **SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION**

This Grant shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between District or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. Grantee, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 10: ACCOUNTABILITY AND REPORTING**

10.1 Grantee will identify longitudinal performance growth targets (the "Targets") in accordance with the guidance published by the Department. In addition to those Targets required by the Act, Grantee may identify local Targets.

10.2 Grantee will follow the reporting timeline as indicated by the Department.

## **SECTION 11: INDEMNIFICATION**

11.1 Grantee shall defend, save, hold harmless, and indemnify the District and its officers, directors, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, directors, employees, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this section).

## **SECTION 12: DEFAULT**

12.1 **Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the

following events as determined by District or by school's sponsor (ODE):

**12.1.1** Grantee fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant or required by the State of Oregon, including but not limited to its financial accounting or reporting requirements under this Grant.

**12.1.2** Grantee uses or expends Grant Funds for any purpose other than that defined in this Grant.

**12.2 District.** District will be in default under this Grant if District fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant.

## **SECTION 13: REMEDIES**

**13.1 District Remedies.** In the event Grantee is in default under Section 12, District may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to (a) termination of this Grant under Section 16, (b) reducing or withholding payment for Project activities that Grantee has failed to complete according to the Act, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) withholding payment of State School Funds, (e) repayment of unused or inappropriately used Grant funds, including exercise of its right of recovery of overpayments under Section 14 of this Grant or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

**13.2 Grantee Remedies.** In the event District is in default under Section 12 and whether or not Grantee elects to exercise its right to terminate this Grant under Section 16.3.2, Grantee's remedy may be exercised through any dispute provisions in this agreement.

## **SECTION 14: RECOVERY OF OVERPAYMENTS**

If payments to Grantee under this Grant, or any other agreement between District and Grantee, exceed the amount to which Grantee is entitled, District may, after notifying Grantee in writing, withhold from payments due Grantee under this Grant or other agreement between District and Grantee, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 15: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 11, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS GRANT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS

GRANT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 16: TERMINATION**

**16.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.

**16.2 By District.** District may terminate this Grant as follows:

**16.2.1** Upon 30 days advance written notice to Grantee, which notice Grantee will within 5 business days provide to its sponsor (ODE);

**16.2.2** Immediately upon written notice to Grantee, if District fails to receive funding, or allocations, or other expenditure authority at levels sufficient in District's reasonable administrative discretion, to perform its obligations under this Grant;

**16.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the District's performance under this Grant is prohibited or District is prohibited from paying for such performance from the planned funding source;

**16.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 30 days after written notice thereof to Grantee; or

**16.2.5** As otherwise expressly provided in this Grant.

**16.3 By Grantee.** Grantee may terminate this Grant as follows:

**16.3.1** Upon 30 days advance written notice to District;

**16.3.2** Immediately upon written notice to District, if District is in default under this Grant and such default remains uncured 30 days after written notice thereof to District; or

**16.3.3** As otherwise expressly provided in this Grant.

**16.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee will immediately cease all activities under this Grant, unless District expressly directs otherwise in such notice. Upon termination, Grantee will deliver to District all documents, information, and reports related to the Grant.

## **SECTION 17: INSURANCE**

Grantee shall maintain insurance set forth in the charter contract and any necessary insurance to cover activities related to the Project as reasonably determined by the District or its sponsor (ODE).

## **SECTION 18: NONAPPROPRIATION**

District's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon District receiving funding, appropriations, limitations, allocations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant.

## **SECTION 19: AMENDMENTS**

The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 20: NOTICE**

Except as otherwise expressly provided in this Grant, any notices to be given relating to this Grant must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address, fax number or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 21: SEVERABILITY**

The Parties agree that if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

## **SECTION 22: COUNTERPARTS**

This Grant may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.

## **SECTION 23: COMPLIANCE WITH LAW**

In connection with their activities under this Grant, the Parties shall comply with all applicable

federal, state and local laws.

## **SECTION 24: INTENDED BENEFICIARIES**

District and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of this Grant.

## **SECTION 25: TIME IS OF THE ESSENCE**

Time is of the essence in Grantee's performance of the Project activities under this

## **Grant. SECTION 26: MERGER, WAIVER**

This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 27: RECORDS MAINTENANCE, MUNICIPAL AUDIT, AND ACCESS**

Grantee shall maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Grant in such a manner as to clearly document Grantee performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees that District, Grantee's sponsor (ODE), and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. All Funds received by Grantee as part of the Grant shall be accounted for separately and included in the Grantee's municipal audit according to ORS 338.095 and reported to ODE as Grantee's sponsor annually. Grantee shall retain and keep accessible all Records for a minimum of five (5) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant,

whichever date is later.

## SECTION 28: HEADINGS

The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.


## SECTION 29: GRANT DOCUMENTS

This Grant consists of the following documents, which are listed in descending order of precedence: [INSERT relevant documents as needed]

## SECTION 30: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

### MULTNOMAH COUNTY SCHOOL DISTRICT NO. 1J

By:  Erica Kreger, Contracts Manager      4/4/25  
School District Representative Date

Printed Name, Title

**Cottonwood School of Civics and**

**Science By:**

Signature of Charter School Representative



Date 4/3/2025

Printed Name, Title

Laura Cartwright, Academic Director/Acting  
Executive Director

**CONTRACT BETWEEN THE EMERSON CHARTER SCHOOL AND PORTLAND PUBLIC  
SCHOOL DISTRICT NO 1J**

## **SECTION 1: AUTHORITY**

Pursuant to the “Student Success Act”, codified at 2019 Oregon Laws Chapter 122 and as amended from time to time (the “Act”), Multnomah County School District No. 1J (the “District”) is authorized to distribute funding from District’s allocation of the Student Investment Account (SIA) as described in Section 10, subsection 4, of the Act. The District shall serve as the fiscal agent for The Emerson School (“Grantee”) for Student Investment Account grant funds only. The Grantee will serve as their own fiscal agent for all other funding streams within the Oregon Department of Education’s (the “Department” or “ODE”) Integrated Plan.

## **SECTION 2: PURPOSE**

The purpose of the programs under which this Grant is issued is to provide Grantee funding to meet students’ mental or behavioral health needs and increase academic achievement for students, including reducing academic disparities for students that are economically disadvantaged; have historically experienced academic disparities; and any others as determined by the State Board of Education.

## **SECTION 3: EFFECTIVE DATE AND DURATION**

When all Parties have executed this Grant, and all necessary approvals have been obtained, this Grant shall be effective on the same date (July 1, 2025) as the District’s SIA agreement with ODE and, unless terminated earlier in accordance with its terms, shall expire on the same date (June 30, 2027) as the District’s agreement with ODE.

## **SECTION 4: GRANT MANAGERS**

### **4.1 District’s Grant Manager is:**

Kristin Johnson, Financial Operations Manager, Grant Accounting  
501 N. Dixon St.  
Portland, OR 97227  
503-916-3161  
kjohnson5@pps.net

### **4.2 Grantee’s Grant Manager is:**

Amanda McAdoo, School Administrator  
1800 SW 1<sup>st</sup> Avenue Suite #1  
Portland, OR 97201  
503-525-6124  
amanda@emersonschool.org

### **4.3 A Party may designate a new Grant Manger by written notice to the other Party.**

## **SECTION 5: PLAN AND BUDGET**

5.1 Grantee shall perform the activities as submitted in the Integrated Programs application including the Integrated Programs Budget for 2025-27, along with their Outcomes and Strategies.

## **SECTION 6: GRANT FUNDS AND EXCHANGE OF SERVICES**

6.1 **Grantee Allocation.** In accordance with the terms and conditions of this Grant, the District shall provide Grantee 100% of the SIA Allocation amount generated by the ADMw attributed to the Grantee and published by ODE in the Extended ADMw reports for the most recent *closed school year* for the purposes described in Section 2; and District shall pay the Grantee from solely monies available through its District SIA Grant Allocation (the "Funding Source"). Funds received by the Grantee under this Agreement (the "Grant Funds") may be used only for eligible expenditures authorized by this Grant and incurred during the Performance Period. *(Note: "closed school year" refers to 2023-24 for the 2025-26 SIA allocations and 2024-25 for the 2026-27 SIA allocations.)*

6.1.1 **Administrative Rate.** Grantee may not use any of the Grantee's allocation for administrative costs.

6.1.2 The Grantee must establish a separate account for all funds received as part of the Grant.

## **SECTION 7: DISBURSEMENT GENERALLY**

### **7.1 Disbursement.**

7.1.1 District shall disburse Grant Funds by Electronic Funds Transfer within ten (10) business days of District receiving the SIA allocation from ODE.

7.1.2 If District determines that any completed Project activities or documentation are not acceptable in the District's reasonable discretion and that any deficiencies are the responsibility of Grantee, District shall prepare a detailed written description of the deficiencies and will deliver such notice to Grantee, in addition to any other remedies for Default by Grantee under this Agreement. At District's discretion, Grantee shall correct any deficiencies at no cost to District within 30 business days or as otherwise required by District.

7.1.3 All expenses must adhere strictly to ODE guidance and rules adopted by the State Board of Education regarding the allowable uses of SIA grant funds.

7.2 **Conditions Precedent to Disbursement.** District's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

7.2.1 District has received sufficient funding to allow District, in the exercise of its reasonable administrative discretion, to make the disbursement.

- 7.2.2** No default as described in Section 12 has occurred.
- 7.2.3** Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Grant that are expended in violation or contravention of one or more of the provisions of this Grant ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Grant ("Unexpended Funds") must be returned to District. Grantee shall return all Misexpended Funds and Unexpended Funds to District promptly after District's written demand, but in any event no later than 30 business days after the District's written demand.
- 7.4 Duplicate Payment.** Grantee shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same costs financed by or costs and expenses paid for by Grant Funds from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

## **SECTION 8: REPRESENTATIONS AND WARRANTIES**

### **8.1 Organization/Authority.** Grantee represents and warrants to District that:

- 8.1.1** Grantee is an Oregon Nonprofit Corporation duly organized and validly existing under the laws of the State of Oregon, is eligible to receive the Grant Funds and has full power, authority and legal right to make this Grant and to incur and perform its obligations hereunder;
- 8.1.2** The making and performance by Grantee of this Grant (a) have been duly authorized by Grantee, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's Articles of Incorporation or Bylaws; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Grant, other than those that have already been obtained;
- 8.1.3** This Grant has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4** Grantee is, and throughout the Performance Period will be, in compliance with its charter agreement and all Oregon laws applicable to charter schools operating in the State of Oregon including, without limitation, ORS 338.035; and
- 8.1.5** The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## **SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION**

This Grant shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between District or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. Grantee, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 10: ACCOUNTABILITY AND REPORTING**

10.1 Grantee will identify longitudinal performance growth targets (the “Targets”) in accordance with the guidance published by the Department. In addition to those Targets required by the Act, Grantee may identify local Targets.

10.2 Grantee will follow the reporting timeline as indicated by the Department.

## **SECTION 11: INDEMNIFICATION**

11.1 Grantee shall defend, save, hold harmless, and indemnify the District and its officers, directors, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney’s fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, directors, employees, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this section).

## **SECTION 12: DEFAULT**

12.1 **Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:

12.1.1 Grantee fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant or required by the State of Oregon, including but not limited to its financial accounting or reporting requirements under this Grant.

12.1.2 Grantee uses or expends Grant Funds for any purpose other than that defined in this Grant.

12.2 **District.** District will be in default under this Grant if District fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant.

## **SECTION 13: REMEDIES**

- 13.1 District Remedies.** In the event Grantee is in default under Section 12, District may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to (a) termination of this Grant under Section 16, (b) reducing or withholding payment for Project activities that Grantee has failed to complete according to the Act, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) withholding payment of State School Funds, (e) repayment of unused or inappropriately used Grant funds, including exercise of its right of recovery of overpayments under Section 14 of this Grant or setoff, or both, and/or (g) pursue termination of the charter contract as per ORS 338.105. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2 Grantee Remedies.** In the event District is in default under Section 12 and whether or not Grantee elects to exercise its right to terminate this Grant under Section 16.3.2, Grantee's remedy may be exercised through any dispute provisions in this agreement or in the current executed charter contract.

## **SECTION 14: RECOVERY OF OVERPAYMENTS**

If payments to Grantee under this Grant, or any other agreement between District and Grantee, exceed the amount to which Grantee is entitled, District may, after notifying Grantee in writing, withhold from payments due Grantee under this Grant or other agreement between District and Grantee, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 15: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 11, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS GRANT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS GRANT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 16: TERMINATION**

- 16.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 16.2 By District.** District may terminate this Grant as follows:
- 16.2.1** Upon 30 days advance written notice to Grantee;

- 16.2.2** Immediately upon written notice to Grantee, if District fails to receive funding, or allocations, or other expenditure authority at levels sufficient in District's reasonable administrative discretion, to perform its obligations under this Grant;
  - 16.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the District's performance under this Grant is prohibited or District is prohibited from paying for such performance from the planned funding source;
  - 16.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 30 days after written notice thereof to Grantee; or
  - 16.2.5** As otherwise expressly provided in this Grant.
- 16.3 By Grantee.** Grantee may terminate this Grant as follows:
- 16.3.1** Upon 30 days advance written notice to District;
  - 16.3.2** Immediately upon written notice to District, if District is in default under this Grant and such default remains uncured 30 days after written notice thereof to District; or
  - 16.3.3** As otherwise expressly provided in this Grant.
- 16.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee will immediately cease all activities under this Grant, unless District expressly directs otherwise in such notice. Upon termination, Grantee will deliver to District all documents, information, and reports related to the Grant.

## **SECTION 17: INSURANCE**

Grantee shall maintain insurance set forth in the charter contract and any necessary insurance to cover activities related to the Project as reasonably determined by the District.

## **SECTION 18: NONAPPROPRIATION**

District's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon District receiving funding, appropriations, limitations, allocations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant.

## **SECTION 19: AMENDMENTS**

The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 20: NOTICE**

Except as otherwise expressly provided in this Grant, any notices to be given relating to this Grant must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address, fax number or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 21: SEVERABILITY**

The Parties agree that if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

## **SECTION 22: COUNTERPARTS**

This Grant may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.

## **SECTION 23: COMPLIANCE WITH LAW**

In connection with their activities under this Grant, the Parties shall comply with all applicable federal, state and local laws.

## **SECTION 24: INTENDED BENEFICIARIES**

District and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of this Grant.

## **SECTION 25: TIME IS OF THE ESSENCE**

Time is of the essence in Grantee's performance of the Project activities under this Grant.

## **SECTION 26: MERGER, WAIVER**

This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 27: RECORDS MAINTENANCE, MUNICIPAL AUDIT, AND ACCESS**

Grantee shall maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Grant in such a manner as to clearly document Grantee performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees that District and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. All Funds received by Grantee as part of the Grant shall be accounted for separately and included in the Grantee's municipal audit according to ORS 338.095 and reported to District annually. Grantee shall retain and keep accessible all Records for a minimum of five (5) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

## **SECTION 28: HEADINGS**

The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

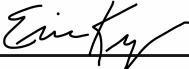
## **SECTION 29: GRANT DOCUMENTS**

This Grant consists of the following documents, which are listed in descending order of precedence: [INSERT relevant documents as needed]

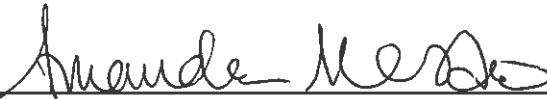
## SECTION 30: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

### MULTNOMAH COUNTY SCHOOL DISTRICT NO. 1J

By:  4/4/25  
School District Representative Date  
Contracts Manager, Portland Public Schools  
Printed Name, Title

### The Emerson Charter School

By:   
Signature of Charter School Representative  
Date 4/4/2025

Amanda McAdoo, Administrator  
Printed Name, Title

**CONTRACT BETWEEN IVY CHARTER SCHOOL, A STATE-SPONSORED CHARTER  
SCHOOL, AND PORTLAND PUBLIC SCHOOL DISTRICT NO 1J**

## **SECTION 1: AUTHORITY**

Pursuant to the “Student Success Act”, codified at 2019 Oregon Laws Chapter 122 and as amended from time to time (the “Act”), Multnomah County School District No. 1J (the “District”) is authorized to distribute funding from District’s allocation of the Student Investment Account (SIA) as described in Section 10, subsection 4, of the Act. The District shall serve as the fiscal agent for Ivy Charter School, an ODE sponsored Charter School (“Grantee”) for Student Investment Account grant funds only. The Grantee will serve as their own fiscal agent for all other funding streams within the Oregon Department of Education’s (the “Department” or “ODE”) Integrated Plan.

## **SECTION 2: PURPOSE**

The purpose of the programs under which this Grant is issued is to provide Grantee funding to meet students’ mental or behavioral health needs and increase academic achievement for students, including reducing academic disparities for students that are economically disadvantaged; have historically experienced academic disparities; and any others as determined by the State Board of Education.

## **SECTION 3: EFFECTIVE DATE AND DURATION**

When all Parties have executed this Grant, and all necessary approvals have been obtained, this Grant shall be effective on the same date (July 1, 2025) as the District’s SIA agreement with ODE and, unless terminated earlier in accordance with its terms, shall expire on the same date (June 30, 2027) as the District’s agreement with ODE.

## **SECTION 4: GRANT MANAGERS**

### 4.1 District’s Grant Manager is:

Kristin Johnson, Financial Operations Manager, Grant Accounting  
501 N. Dixon St.  
Portland, OR 97227  
503-916-3161  
kjohanson5@pps.net

### 4.2 Grantee’s Grant Manager is:

Nikki Jones  
5420 N. Interstate Avenue  
Portland, OR 97217  
503-288-8553  
nikki.mitchell@theivyschool.org

### 4.3 A Party may designate a new Grant Manger by written notice to the other Party.

## **SECTION 5: PLAN AND BUDGET**

5.1 Grantee shall perform the activities as submitted in the Integrated Programs application including the Integrated Programs Budget for 2025-27, along with their Outcomes and Strategies.

## **SECTION 6: GRANT FUNDS AND EXCHANGE OF SERVICES**

6.1 **Grantee Allocation.** In accordance with the terms and conditions of this Grant, the District shall provide Grantee 100% of the SIA Allocation amount generated by the ADMw attributed to the Grantee and published by ODE in the quarterly SIA Allocations report for the purposes described in Section 2; and District shall pay the Grantee from solely monies available through its District SIA Grant Allocation (the “Funding Source”). Funds received by the Grantee under this Agreement (the “Grant Funds”) may be used only for eligible expenditures authorized by this Grant and incurred during the Performance Period.

**6.1.1 Administrative Costs.** Grantee may not use any of the Grantee’s allocation for administrative costs.

**6.1.2** The Grantee must establish a separate account for all funds received as part of the Grant.

## **SECTION 7: DISBURSEMENT GENERALLY**

### **7.1 Disbursement.**

**7.1.1** District shall disburse Grant Funds by Electronic Funds Transfer within ten (10) business days of District receiving the SIA allocation from ODE.

**7.1.2** If District determines that any completed Project activities or documentation are not acceptable in the District’s reasonable discretion and that any deficiencies are the responsibility of Grantee, District shall prepare a detailed written description of the deficiencies and will deliver such notice to Grantee, in addition to any other remedies for Default by Grantee under this Agreement. At District’s discretion, Grantee shall correct any deficiencies at no cost to District within 30 business days or as otherwise required by District.

**7.1.3** All expenses must adhere strictly to ODE guidance and rules adopted by the State Board of Education regarding the allowable uses of SIA grant funds.

**7.2 Conditions Precedent to Disbursement.** District’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

**7.2.1** District has received sufficient funding to allow District, in the exercise of its reasonable administrative discretion, to make the disbursement.

**7.2.2** No default as described in Section 12 has occurred.

**7.2.3** Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

**7.3 Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Grant that are expended in violation or contravention of one or more of the provisions of this Grant ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Grant ("Unexpended Funds") must be returned to District. Grantee shall return all Misexpended Funds and Unexpended Funds to District promptly after District's or ODE's written demand, but in any event no later than 30 business days after the District's or ODE's written demand.

**7.4 Duplicate Payment.** Grantee shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same costs financed by or costs and expenses paid for by Grant Funds from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

## **SECTION 8: REPRESENTATIONS AND WARRANTIES**

**8.1 Organization/Authority.** Grantee represents and warrants to District that:

8.1.1 Grantee is an Oregon Nonprofit Corporation duly organized and validly existing under the laws of the State of Oregon, is eligible to receive the Grant Funds and has full power, authority and legal right to make this Grant and to incur and perform its obligations hereunder;

8.1.2 The making and performance by Grantee of this Grant (a) have been duly authorized by Grantee, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's Articles of Incorporation or Bylaws; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Grant, other than those that have already been obtained;

8.1.3 This Grant has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

8.1.4 Grantee is, and throughout the Performance Period will be, in compliance with its charter agreement and all Oregon laws applicable to charter schools operating in the State of Oregon including, without limitation, ORS 338.035, as reported by ODE, which is the school's sponsor; and

8.1.5 The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## **SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION**

This Grant shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between District or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. Grantee, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 10: ACCOUNTABILITY AND REPORTING**

- 10.1 Grantee will identify longitudinal performance growth targets (the "Targets") in accordance with the guidance published by the Department. In addition to those Targets required by the Act, Grantee may identify local Targets.
- 10.2 Grantee will follow the reporting timeline as indicated by the Department.

## **SECTION 11: INDEMNIFICATION**

- 11.1 Grantee shall defend, save, hold harmless, and indemnify the District and its officers, directors, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, directors, employees, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this section).

## **SECTION 12: DEFAULT**

- 12.1.1 **Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events as determined by District or by school's sponsor (ODE):
  - 12.1.2 Grantee fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant or required by the State of Oregon, including but not limited to its financial accounting or reporting requirements under this Grant.
  - 12.1.3 Grantee uses or expends Grant Funds for any purpose other than that defined in this Grant.
- 12.2 **District.** District will be in default under this Grant if District fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant.

## **SECTION 13: REMEDIES**

- 13.1 **District Remedies.** In the event Grantee is in default under Section 12, District may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to (a) termination of this Grant under Section 16, (b) reducing or withholding payment for Project activities that Grantee has failed to complete according to the Act, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) withholding payment of State School Funds, (e) repayment of unused or inappropriately used Grant funds, including exercise of its right of recovery of overpayments under Section 14 of this Grant or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2 **Grantee Remedies.** In the event District is in default under Section 12 and whether or not Grantee elects to exercise its right to terminate this Grant under Section 16.3.2, Grantee's remedy may be exercised through any dispute provisions in this agreement.

## **SECTION 14: RECOVERY OF OVERPAYMENTS**

If payments to Grantee under this Grant, or any other agreement between District and Grantee, exceed the amount to which Grantee is entitled, District may, after notifying Grantee in writing, withhold from payments due Grantee under this Grant or other agreement between District and Grantee, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 15: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 11, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS GRANT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS GRANT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 16: TERMINATION**

- 16.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 16.2 **By District.** District may terminate this Grant as follows:
- 16.2.1 Upon 30 days advance written notice to Grantee, which notice Grantee will within 5 business days provide to its sponsor (ODE);

- 16.2.2 Immediately upon written notice to Grantee, if District fails to receive funding, or allocations, or other expenditure authority at levels sufficient in District's reasonable administrative discretion, to perform its obligations under this Grant;
- 16.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the District's performance under this Grant is prohibited or District is prohibited from paying for such performance from the planned funding source;
- 16.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 30 days after written notice thereof to Grantee; or
- 16.2.5 As otherwise expressly provided in this Grant.

16.3 **By Grantee.** Grantee may terminate this Grant as follows:

- 16.3.1 Upon 30 days advance written notice to District;
- 16.3.2 Immediately upon written notice to District, if District is in default under this Grant and such default remains uncured 30 days after written notice thereof to District; or
- 16.3.3 As otherwise expressly provided in this Grant.

16.4 **Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee will immediately cease all activities under this Grant, unless District expressly directs otherwise in such notice. Upon termination, Grantee will deliver to District all documents, information, and reports related to the Grant.

## **SECTION 17: INSURANCE**

Grantee shall maintain insurance set forth in the charter contract and any necessary insurance to cover activities related to the Project as reasonably determined by the District or its sponsor (ODE).

## **SECTION 18: NONAPPROPRIATION**

District's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon District receiving funding, appropriations, limitations, allocations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant.

## **SECTION 19: AMENDMENTS**

The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 20: NOTICE**

Except as otherwise expressly provided in this Grant, any notices to be given relating to this Grant must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address, fax number or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 21: SEVERABILITY**

The Parties agree that if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

## **SECTION 22: COUNTERPARTS**

This Grant may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.

## **SECTION 23: COMPLIANCE WITH LAW**

In connection with their activities under this Grant, the Parties shall comply with all applicable federal, state and local laws.

## **SECTION 24: INTENDED BENEFICIARIES**

District and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of this Grant.

## **SECTION 25: TIME IS OF THE ESSENCE**

Time is of the essence in Grantee's performance of the Project activities under this Grant.

## **SECTION 26: MERGER, WAIVER**

This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 27: RECORDS MAINTENANCE, MUNICIPAL AUDIT, AND ACCESS**

Grantee shall maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Grant in such a manner as to clearly document Grantee performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees that District, Grantee's sponsor (ODE), and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. All Funds received by Grantee as part of the Grant shall be accounted for separately and included in the Grantee's municipal audit according to ORS 338.095 and reported to ODE as Grantee's sponsor annually. Grantee shall retain and keep accessible all Records for a minimum of five (5) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

## **SECTION 28: HEADINGS**

The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

## **SECTION 29: GRANT DOCUMENTS**

This Grant consists of the following documents, which are listed in descending order of precedence: [INSERT relevant documents as needed]

**SECTION 30: SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

**MULTNOMAH COUNTY SCHOOL DISTRICT NO. 1J**

By: Erica Kreger 4/4/25  
School District Representative Date  
**Erica Kreger, Contracts Manager**  
Printed Name, Title

**Ivy Charter School**

By: Nikki Jones  
Signature of Charter School Representative  
4/3/25  
Date  
Nikki Jones  
Printed Name, Title

**CONTRACT BETWEEN LE MONDE FRENCH IMMERSION CHARTER SCHOOL AND  
PORTLAND PUBLIC SCHOOL DISTRICT NO 1J**

## **SECTION 1: AUTHORITY**

Pursuant to the “Student Success Act”, codified at 2019 Oregon Laws Chapter 122 and as amended from time to time (the “Act”), Multnomah County School District No. 1J (the “District”) is authorized to distribute funding from District’s allocation of the Student Investment Account (SIA) as described in Section 10, subsection 4, of the Act. The District shall serve as the fiscal agent for Le Monde French Immersion Charter School (“Grantee”) for Student Investment Account grant funds only. The Grantee will serve as their own fiscal agent for all other funding streams within the Oregon Department of Education’s (the “Department” or “ODE”) Integrated Plan.

## **SECTION 2: PURPOSE**

The purpose of the programs under which this Grant is issued is to provide Grantee funding to meet students’ mental or behavioral health needs and increase academic achievement for students, including reducing academic disparities for students that are economically disadvantaged; have historically experienced academic disparities; and any others as determined by the State Board of Education.

## **SECTION 3: EFFECTIVE DATE AND DURATION**

When all Parties have executed this Grant, and all necessary approvals have been obtained, this Grant shall be effective on the same date (July 1, 2025) as the District’s SIA agreement with ODE and, unless terminated earlier in accordance with its terms, shall expire on the same date (June 30, 2027) as the District’s agreement with ODE.

## **SECTION 4: GRANT MANAGERS**

4.1 District’s Grant Manager is:

Kristin Johnson, Financial Operations Manager, Grant Accounting  
501 N. Dixon St.  
Portland, OR 97227  
503-916-3161  
kjohnson5@pps.net

4.2 Grantee’s Grant Manager is:

Shouka Rezvani, Executive Director  
2044 E. Burnside Street  
Portland, OR 97214  
503-467-7529  
shouka@lemondeimmersion.org

4.3 A Party may designate a new Grant Manger by written notice to the other Party.

## SECTION 5: PLAN AND BUDGET

- 5.1 Grantee shall perform the activities as submitted in the Integrated Programs application including the Integrated Programs Budget for 2025-27, along with their Outcomes and Strategies.

## SECTION 6: GRANT FUNDS AND EXCHANGE OF SERVICES

- 6.1 **Grantee Allocation.** In accordance with the terms and conditions of this Grant, the District shall provide Grantee 100% of the SIA Allocation amount generated by the ADMw attributed to the Grantee and published by ODE in the Extended ADMw reports for the most recent *closed school year* for the purposes described in Section 2; and District shall pay the Grantee from solely monies available through its District SIA Grant Allocation (the “Funding Source”). Funds received by the Grantee under this Agreement (the “Grant Funds”) may be used only for eligible expenditures authorized by this Grant and incurred during the Performance Period. (*note: “closed school year” refers to 2023-24 for the 2025-26 SIA allocations and 2024-25 for the 2026-27 SIA allocations.*)

- 6.1.1 **Administrative Rate.** Grantee may not use any of the Grantee’s allocation for administrative costs.

- 6.1.2 The Grantee must establish a separate account for all funds received as part of the Grant.

## SECTION 7: DISBURSEMENT GENERALLY

### 7.1 Disbursement.

- 7.1.1 District shall disburse Grant Funds by Electronic Funds Transfer within ten (10) business days of District receiving the SIA allocation from ODE.

- 7.1.2 If District determines that any completed Project activities or documentation are not acceptable in the District’s reasonable discretion and that any deficiencies are the responsibility of Grantee, District shall prepare a detailed written description of the deficiencies and will deliver such notice to Grantee, in addition to any other remedies for Default by Grantee under this Agreement. At District’s discretion, Grantee shall correct any deficiencies at no cost to District within 30 business days or as otherwise required by District.

- 7.1.3 All expenses must adhere strictly to ODE guidance and rules adopted by the State Board of Education regarding the allowable uses of SIA grant funds.

- 7.2 **Conditions Precedent to Disbursement.** District’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1 District has received sufficient funding to allow District, in the exercise of its reasonable administrative discretion, to make the disbursement.

7.2.2 No default as described in Section 12 has occurred.

7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

7.3 **Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Grant that are expended in violation or contravention of one or more of the provisions of this Grant ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Grant ("Unexpended Funds") must be returned to District. Grantee shall return all Misexpended Funds and Unexpended Funds to District promptly after District's written demand, but in any event no later than 30 business days after the District's written demand.

7.4 **Duplicate Payment.** Grantee shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same costs financed by or costs and expenses paid for by Grant Funds from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

## **SECTION 8: REPRESENTATIONS AND WARRANTIES**

8.1 **Organization/Authority.** Grantee represents and warrants to District that:

8.1.1 Grantee is an Oregon Nonprofit Corporation duly organized and validly existing under the laws of the State of Oregon, is eligible to receive the Grant Funds and has full power, authority and legal right to make this Grant and to incur and perform its obligations hereunder;

8.1.2 The making and performance by Grantee of this Grant (a) have been duly authorized by Grantee, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's Articles of Incorporation or Bylaws; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Grant, other than those that have already been obtained;

8.1.3 This Grant has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

8.1.4 Grantee is, and throughout the Performance Period will be, in compliance with its charter agreement and all Oregon laws applicable to charter schools operating in the State of Oregon including, without limitation, ORS 338.035; and

8.1.5 The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## **SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION**

This Grant shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between District or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. Grantee, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 10: ACCOUNTABILITY AND REPORTING**

- 10.1 Grantee will identify longitudinal performance growth targets (the “Targets”) in accordance with the guidance published by the Department. In addition to those Targets required by the Act, Grantee may identify local Targets.
- 10.2 Grantee will follow the reporting timeline as indicated by the Department.

## **SECTION 11: INDEMNIFICATION**

- 11.1 Grantee shall defend, save, hold harmless, and indemnify the District and its officers, directors, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney’s fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, directors, employees, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this section).

## **SECTION 12: DEFAULT**

- 12.1 **Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
  - 12.1.1 Grantee fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant or required by the State of Oregon, including but not limited to its financial accounting or reporting requirements under this Grant.
  - 12.1.2 Grantee uses or expends Grant Funds for any purpose other than that defined in this Grant.
- 12.2 **District.** District will be in default under this Grant if District fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant.

## **SECTION 13: REMEDIES**

- 13.1 **District Remedies.** In the event Grantee is in default under Section 12, District may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to (a) termination of this Grant under Section 16, (b) reducing or withholding payment for Project activities that Grantee has failed to complete according to the Act, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) withholding payment of State School Funds, (e) repayment of unused or inappropriately used Grant funds, including exercise of its right of recovery of overpayments under Section 14 of this Grant or setoff, or both, and/or (g) pursue termination of the charter contract as per ORS 338.105. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2 **Grantee Remedies.** In the event District is in default under Section 12 and whether or not Grantee elects to exercise its right to terminate this Grant under Section 16.3.2, Grantee's remedy may be exercised through any dispute provisions in this agreement or in the current executed charter contract.

## **SECTION 14: RECOVERY OF OVERPAYMENTS**

If payments to Grantee under this Grant, or any other agreement between District and Grantee, exceed the amount to which Grantee is entitled, District may, after notifying Grantee in writing, withhold from payments due Grantee under this Grant or other agreement between District or Grantee, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 15: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 11, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS GRANT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS GRANT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 16: TERMINATION**

- 16.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 16.2 **By District.** District may terminate this Grant as follows:
- 16.2.1 Upon 30 days advance written notice to Grantee;

- 16.2.2** Immediately upon written notice to Grantee, if District fails to receive funding, or allocations, or other expenditure authority at levels sufficient in District's reasonable administrative discretion, to perform its obligations under this Grant;
  - 16.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the District's performance under this Grant is prohibited or District is prohibited from paying for such performance from the planned funding source;
  - 16.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 30 days after written notice thereof to Grantee; or
  - 16.2.5** As otherwise expressly provided in this Grant.
- 16.3 By Grantee.** Grantee may terminate this Grant as follows:
- 16.3.1** Upon 30 days advance written notice to District;
  - 16.3.2** Immediately upon written notice to District, if District is in default under this Grant and such default remains uncured 30 days after written notice thereof to District; or
  - 16.3.3** As otherwise expressly provided in this Grant.
- 16.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee will immediately cease all activities under this Grant, unless District expressly directs otherwise in such notice. Upon termination, Grantee will deliver to District all documents, information, and reports related to the Grant.

## **SECTION 17: INSURANCE**

Grantee shall maintain insurance set forth in the charter contract and any necessary insurance to cover activities related to the Project as reasonably determined by the District.

## **SECTION 18: NONAPPROPRIATION**

District's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon District receiving funding, appropriations, limitations, allocations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant.

## **SECTION 19: AMENDMENTS**

The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 20: NOTICE**

Except as otherwise expressly provided in this Grant, any notices to be given relating to this Grant must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address, fax number or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 21: SEVERABILITY**

The Parties agree that if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

## **SECTION 22: COUNTERPARTS**

This Grant may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.

## **SECTION 23: COMPLIANCE WITH LAW**

In connection with their activities under this Grant, the Parties shall comply with all applicable federal, state and local laws.

## **SECTION 24: INTENDED BENEFICIARIES**

District and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of this Grant.

## **SECTION 25: TIME IS OF THE ESSENCE**

Time is of the essence in Grantee's performance of the Project activities under this Grant.

## **SECTION 26: MERGER, WAIVER**

This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 27: RECORDS MAINTENANCE, MUNICIPAL AUDIT, AND ACCESS**

Grantee shall maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Grant in such a manner as to clearly document Grantee performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees that District and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. All Funds received by Grantee as part of the Grant shall be accounted for separately and included in the Grantee's municipal audit according to ORS 338.095 and reported to District annually. Grantee shall retain and keep accessible all Records for a minimum of five (5) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

## **SECTION 28: HEADINGS**

The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

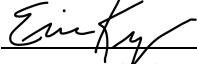
## **SECTION 29: GRANT DOCUMENTS**

This Grant consists of the following documents, which are listed in descending order of precedence: [INSERT relevant documents as needed]


## SECTION 30: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

### MULTNOMAH COUNTY SCHOOL DISTRICT NO. 1J

By:  4/4/25  
School District Representative Date  
Contracts Manager, Portland Public Schools  
Printed Name, Title

### Le Monde French Immersion Charter School

By:   
Signature of Charter School Representative  
4/3/2025  
Date  
Shouka Rezvani, Executive Director  
Printed Name, Title

**CONTRACT BETWEEN PORTLAND ARTHUR ACADEMY CHARTER SCHOOL AND  
PORTLAND PUBLIC SCHOOL DISTRICT NO 1J**

**SECTION 1: AUTHORITY**

Pursuant to the “Student Success Act”, codified at 2019 Oregon Laws Chapter 122 and as amended from time to time (the “Act”), Multnomah County School District No. 1J (the “District”) is authorized to distribute funding from District’s allocation of the Student Investment Account (SIA) as described in Section 10, subsection 4, of the Act. The District shall serve as the fiscal agent for Portland Arthur Academy Charter School (“Grantee”) for Student Investment Account grant funds only. The Grantee will serve as their own fiscal agent for all other funding streams within the Oregon Department of Education’s (the “Department” or “ODE”) Integrated Plan.

**SECTION 2: PURPOSE**

The purpose of the programs under which this Grant is issued is to provide Grantee funding to meet students’ mental or behavioral health needs and increase academic achievement for students, including reducing academic disparities for students that are economically disadvantaged; have historically experienced academic disparities; and any others as determined by the State Board of Education.

**SECTION 3: EFFECTIVE DATE AND DURATION**

When all Parties have executed this Grant, and all necessary approvals have been obtained, this Grant shall be effective on the same date (July 1, 2025) as the District’s SIA agreement with ODE and, unless terminated earlier in accordance with its terms, shall expire on the same date (June 30, 2027) as the District’s agreement with ODE.

**SECTION 4: GRANT MANAGERS**

4.1 District’s Grant Manager is:

Kristin Johnson, Financial Operations Manager, Grant Accounting  
501 N. Dixon St.  
Portland, OR 97227  
503-916-3161  
kjohnson5@pps.net

4.2 Grantee’s Grant Manager is:

Stephani Walker  
13809 SE Division St. Suite A  
Portland, OR 97236  
503-762-6061  
swalker@arthuracademy.org

4.3 A Party may designate a new Grant Manger by written notice to the other Party.

## **SECTION 5: PLAN AND BUDGET**

5.1 Grantee shall perform the activities as submitted in the Integrated Programs application including the Integrated Programs Budget for 2025-27, along with their Outcomes and Strategies.

## **SECTION 6: GRANT FUNDS AND EXCHANGE OF SERVICES**

6.1 **Grantee Allocation.** In accordance with the terms and conditions of this Grant, the District shall provide Grantee 100% of the SIA Allocation amount generated by the ADMw attributed to the Grantee and published by ODE in the Extended ADMw reports for the most recent *closed school year* for the purposes described in Section 2; and District shall pay the Grantee from solely monies available through its District SIA Grant Allocation (the “Funding Source”). Funds received by the Grantee under this Agreement (the “Grant Funds”) may be used only for eligible expenditures authorized by this Grant and incurred during the Performance Period. *(Note: “closed school year” refers to 2023-24 for the 2025-26 SIA allocations and 2024-25 for the 2026-27 SIA allocations.)*

6.1.1 **Administrative Rate.** Grantee may not use any of the Grantee’s allocation for administrative costs.

6.1.2 The Grantee must establish a separate account for all funds received as part of the Grant.

## **SECTION 7: DISBURSEMENT GENERALLY**

### **7.1 Disbursement.**

7.1.1 District shall disburse Grant Funds by Electronic Funds Transfer within ten (10) business days of District receiving the SIA allocation from ODE.

7.1.2 If District determines that any completed Project activities or documentation are not acceptable in the District’s reasonable discretion and that any deficiencies are the responsibility of Grantee, District shall prepare a detailed written description of the deficiencies and will deliver such notice to Grantee, in addition to any other remedies for Default by Grantee under this Agreement. At District’s discretion, Grantee shall correct any deficiencies at no cost to District within 30 business days or as otherwise required by District.

7.1.3 All expenses must adhere strictly to ODE guidance and rules adopted by the State Board of Education regarding the allowable uses of SIA grant funds.

7.2 **Conditions Precedent to Disbursement.** District’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions

precedent:

- 7.2.1 District has received sufficient funding to allow District, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - 7.2.2 No default as described in Section 12 has occurred.
  - 7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Grant that are expended in violation or contravention of one or more of the provisions of this Grant ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Grant ("Unexpended Funds") must be returned to District. Grantee shall return all Misexpended Funds and Unexpended Funds to District promptly after District's written demand, but in any event no later than 30 business days after the District's written demand.
- 7.4 **Duplicate Payment.** Grantee shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same costs financed by or costs and expenses paid for by Grant Funds from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

## **SECTION 8: REPRESENTATIONS AND WARRANTIES**

- 8.1 **Organization/Authority.** Grantee represents and warrants to District that:
- 8.1.1 Grantee is an Oregon Nonprofit Corporation duly organized and validly existing under the laws of the State of Oregon, is eligible to receive the Grant Funds and has full power, authority and legal right to make this Grant and to incur and perform its obligations hereunder;
  - 8.1.2 The making and performance by Grantee of this Grant (a) have been duly authorized by Grantee, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's Articles of Incorporation or Bylaws; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Grant, other than those that have already been obtained;
  - 8.1.3 This Grant has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
  - 8.1.4 Grantee is, and throughout the Performance Period will be, in compliance with its charter agreement and all Oregon laws applicable to charter schools operating in the State of

Oregon including, without limitation, ORS 338.035; and

- 8.1.5** The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## **SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION**

This Grant shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between District or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. Grantee, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 10: ACCOUNTABILITY AND REPORTING**

- 10.1 Grantee will identify longitudinal performance growth targets (the “Targets”) in accordance with the guidance published by the Department. In addition to those Targets required by the Act, Grantee may identify local Targets.
- 10.2 Grantee will follow the reporting timeline as indicated by the Department.

## **SECTION 11: INDEMNIFICATION**

- 11.1 Grantee shall defend, save, hold harmless, and indemnify the District and its officers, directors, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney’s fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, directors, employees, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this section).

## **SECTION 12: DEFAULT**

12.1 **Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:

12.1.1 Grantee fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant or required by the State of Oregon, including but not limited to its financial accounting or reporting requirements under this Grant.

12.1.2 Grantee uses or expends Grant Funds for any purpose other than that defined in this Grant.

12.2 **District.** District will be in default under this Grant if District fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant.

## **SECTION 13: REMEDIES**

13.1 **District Remedies.** In the event Grantee is in default under Section 12, District may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to (a) termination of this Grant under Section 16, (b) reducing or withholding payment for Project activities that Grantee has failed to complete according to the Act, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) withholding payment of State School Funds, (e) repayment of unused or inappropriately used Grant funds, including exercise of its right of recovery of overpayments under Section 14 of this Grant or setoff, or both, and/or (g) pursue termination of the charter contract as per ORS 338.105. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

13.2 **Grantee Remedies.** In the event District is in default under Section 12 and whether or not Grantee elects to exercise its right to terminate this Grant under Section 16.3.2, Grantee's remedy may be exercised through any dispute provisions in this agreement or in the current executed charter contract.

## **SECTION 14: RECOVERY OF OVERPAYMENTS**

If payments to Grantee under this Grant, or any other agreement between District and Grantee,

exceed the amount to which Grantee is entitled, District may, after notifying Grantee in writing, withhold from payments due Grantee under this Grant or other agreement between District and Grantee, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 15: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 11, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS GRANT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS GRANT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 16: TERMINATION**

16.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.

16.2 **By District.** District may terminate this Grant as follows:

16.2.1 Upon 30 days advance written notice to Grantee;

16.2.2 Immediately upon written notice to Grantee, if District fails to receive funding, or allocations, or other expenditure authority at levels sufficient in District's reasonable administrative discretion, to perform its obligations under this Grant;

16.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the District's performance under this Grant is prohibited or District is prohibited from paying for such performance from the planned funding source;

16.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 30 days after written notice thereof to Grantee; or

16.2.5 As otherwise expressly provided in this Grant.

16.3 **By Grantee.** Grantee may terminate this Grant as follows:

16.3.1 Upon 30 days advance written notice to District;

16.3.2 Immediately upon written notice to District, if District is in default under this Grant and such default remains uncured 30 days after written notice thereof to District; or

**16.3.3** As otherwise expressly provided in this Grant.

**16.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee will immediately cease all activities under this Grant, unless District expressly directs otherwise in such notice. Upon termination, Grantee will deliver to District all documents, information, and reports related to the Grant.

## **SECTION 17: INSURANCE**

Grantee shall maintain insurance set forth in the charter contract and any necessary insurance to cover activities related to this Grant as reasonably determined by the District.

## **SECTION 18: NONAPPROPRIATION**

District's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon District receiving funding, appropriations, limitations, allocations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant.

## **SECTION 19: AMENDMENTS**

The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 20: NOTICE**

Except as otherwise expressly provided in this Grant, any notices to be given relating to this Grant must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address, fax number or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

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The Parties agree that if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and

enforced as if the Grant did not contain the particular term or provision held to be invalid.

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In connection with their activities under this Grant, the Parties shall comply with all applicable federal, state and local laws.

## **SECTION 24: INTENDED BENEFICIARIES**

District and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of this Grant.

## **SECTION 25: TIME IS OF THE ESSENCE**

Time is of the essence in Grantee's performance of the activities under this Grant.

## **SECTION 26: MERGER, WAIVER**

This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 27: RECORDS MAINTENANCE, MUNICIPAL AUDIT, AND ACCESS**

Grantee shall maintain all financial records relating to this Grant in accordance with generally

accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Grant in such a manner as to clearly document Grantee performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees that District and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. All Funds received by Grantee as part of the Grant shall be accounted for separately and included in the Grantee's municipal audit according to ORS 338.095 and reported to District annually. Grantee shall retain and keep accessible all Records for a minimum of five (5) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

## **SECTION 28: HEADINGS**

The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

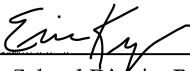
## **SECTION 29: GRANT DOCUMENTS**

This Grant consists of the following documents, which are listed in descending order of precedence: [INSERT relevant documents as needed]

## **SECTION 30: SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

### **MULTNOMAH COUNTY SCHOOL DISTRICT NO. 1J**

By: 

School District Representative

Erica Kreger, Contracts Manager

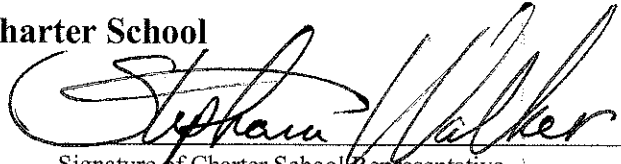
Printed Name, Title

4/4/25

Date

**Portland Arthur Academy Charter School**

By:



Signature of Charter School Representative

3-31-25

Date

Stephani Walker Executive

Printed Name, Title

Director

**CONTRACT BETWEEN PORTLAND VILLAGE CHARTER SCHOOL AND PORTLAND  
PUBLIC SCHOOL DISTRICT NO 1J**

## **SECTION 1: AUTHORITY**

Pursuant to the “Student Success Act”, codified at 2019 Oregon Laws Chapter 122 and as amended from time to time (the “Act”), Multnomah County School District No. 1J (the “District”) is authorized to distribute funding from District’s allocation of the Student Investment Account (SIA) as described in Section 10, subsection 4, of the Act. The District shall serve as the fiscal agent for Portland Village School (“Grantee”) for SIA grant funds only. The Grantee will serve as their own fiscal agent for all other funding streams within the Oregon Department of Education’s (the “Department” or “ODE”) Integrated Plan.

## **SECTION 2: PURPOSE**

The purpose of the programs under which this Grant is issued is to provide Grantee funding to meet students’ mental or behavioral health needs and increase academic achievement for students, including reducing academic disparities for students that are economically disadvantaged; have historically experienced academic disparities; and any others as determined by the State Board of Education.

## **SECTION 3: EFFECTIVE DATE AND DURATION**

When all Parties have executed this Grant, and all necessary approvals have been obtained, this Grant shall be effective on the same date (July 1, 2025) as the District’s SIA agreement with ODE and, unless terminated earlier in accordance with its terms, shall expire on the same date (June 30, 2027) as the District’s agreement with ODE.

## **SECTION 4: GRANT MANAGERS**

4.1 District’s Grant Manager is:

Kristin Johnson, Financial Operations Manager, Grant Accounting  
501 N. Dixon St.  
Portland, OR 97227  
503-916-3161  
kjohnson5@pps.net

4.2 Grantee’s Grant Manager is:

Jennifer Stackhouse, Executive Director  
4650 S Macadam Ave  
Portland, OR 97239  
503-445-0056  
jstackhouse@portlandvillageschool.org

4.3 A Party may designate a new Grant Manger by written notice to the other Party.

## SECTION 5: PLAN AND BUDGET

5.1 Grantee shall perform the activities as submitted in the Integrated Programs application including the Integrated Programs Budget for 2025-27, along with their Outcomes and Strategies.

## SECTION 6: GRANT FUNDS AND EXCHANGE OF SERVICES

6.1 **Grantee Allocation.** In accordance with the terms and conditions of this Grant, the District shall provide Grantee 100% of the SIA Allocation amount generated by the ADMw attributed to the Grantee and published by ODE in the Extended ADMw reports for the most recent *closed school year* for the purposes described in Section 2; and District shall pay the Grantee from solely monies available through its District SIA Grant Allocation (the “Funding Source”). Funds received by the Grantee under this Agreement (the “Grant Funds”) may be used only for eligible expenditures authorized by this Grant and incurred during the Performance Period. (*Note: “closed school year” refers to 2023-24 for the 2025-26 SIA allocations and 2024-25 for the 2026-27 SIA allocations.*)

6.1.1 **Administrative Rate.** Grantee may not use any of the Grantee’s allocation for administrative costs.

6.1.2 The Grantee must establish a separate account for all funds received as part of the Grant.

## SECTION 7: DISBURSEMENT GENERALLY

### 7.1 Disbursement.

7.1.1 District shall disburse Grant Funds by Electronic Funds Transfer within ten (10) business days of District receiving the SIA allocation from ODE.

7.1.2 If District determines that any completed Project activities or documentation are not acceptable in the District’s reasonable discretion and that any deficiencies are the responsibility of Grantee, District shall prepare a detailed written description of the deficiencies and will deliver such notice to Grantee, in addition to any other remedies for Default by Grantee under this Agreement. At District’s discretion, Grantee shall correct any deficiencies at no cost to District within 30 business days or as otherwise required by District.

7.1.3 All expenses must adhere strictly to ODE guidance and rules adopted by the State Board of Education regarding the allowable uses of SIA grant funds.

7.2 **Conditions Precedent to Disbursement.** District’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

7.2.1 District has received sufficient funding to allow District, in the exercise of its reasonable administrative discretion, to make the disbursement.

- 7.2.2 No default as described in Section 12 has occurred.
- 7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Grant that are expended in violation or contravention of one or more of the provisions of this Grant ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Grant ("Unexpended Funds") must be returned to District. Grantee shall return all Misexpended Funds and Unexpended Funds to District promptly after District's written demand, but in any event no later than 30 business days after the District's written demand.
- 7.4 **Duplicate Payment.** Grantee shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same costs financed by or costs and expenses paid for by Grant Funds from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

## **SECTION 8: REPRESENTATIONS AND WARRANTIES**

- 8.1 **Organization/Authority.** Grantee represents and warrants to District that:
- 8.1.1 Grantee is an Oregon Nonprofit Corporation duly organized and validly existing under the laws of the State of Oregon, is eligible to receive the Grant Funds and has full power, authority and legal right to make this Grant and to incur and perform its obligations hereunder;
- 8.1.2 The making and performance by Grantee of this Grant (a) have been duly authorized by Grantee, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's Articles of Incorporation or Bylaws; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Grant, other than those that have already been obtained;
- 8.1.3 This Grant has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4 Grantee is, and throughout the Performance Period will be, in compliance with its charter agreement and all Oregon laws applicable to charter schools operating in the State of Oregon including, without limitation, ORS 338.035; and
- 8.1.5 The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## **SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION**

This Grant shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between District or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. Grantee, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 10: ACCOUNTABILITY AND REPORTING**

- 10.1 Grantee will identify longitudinal performance growth targets (the “Targets”) in accordance with the guidance published by the Department. In addition to those Targets required by the Act, Grantee may identify local Targets.
- 10.2 Grantee will follow the reporting timeline as indicated by the Department.

## **SECTION 11: INDEMNIFICATION**

- 11.1 Grantee shall defend, save, hold harmless, and indemnify the District and its officers, directors, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney’s fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, directors, employees, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this section).

## **SECTION 12: DEFAULT**

- 12.1 **Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 12.1.1 Grantee fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant or required by the State of Oregon, including but not limited to its financial accounting or reporting requirements under this Grant.
  - 12.1.2 Grantee uses or expends Grant Funds for any purpose other than that defined in this Grant.
- 12.2 **District.** District will be in default under this Grant if District fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant.

## SECTION 13: REMEDIES

- 13.1 **District Remedies.** In the event Grantee is in default under Section 12, District may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to (a) termination of this Grant under Section 16, (b) reducing or withholding payment for Project activities that Grantee has failed to complete according to the Act, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) withholding payment of State School Funds, (e) repayment of unused or inappropriately used Grant funds, including exercise of its right of recovery of overpayments under Section 14 of this Grant or setoff, or both, and/or (g) pursue termination of the charter contract as per ORS 338.105. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 13.2 **Grantee Remedies.** In the event District is in default under Section 12 and whether or not Grantee elects to exercise its right to terminate this Grant under Section 16.3.2, Grantee's remedy may be exercised through any dispute provisions in this agreement or in the current executed charter contract.

## SECTION 14: RECOVERY OF OVERPAYMENTS

If payments to Grantee under this Grant, or any other agreement between District and Grantee, exceed the amount to which Grantee is entitled, District may, after notifying Grantee in writing, withhold from payments due Grantee under this Grant or other agreement between District and Grantee, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 11, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS GRANT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS GRANT IN ACCORDANCE WITH ITS TERMS.

## SECTION 16: TERMINATION

- 16.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 16.2 **By District.** District may terminate this Grant as follows:
- 16.2.1 Upon 30 days advance written notice to Grantee;

- 16.2.2 Immediately upon written notice to Grantee, if District fails to receive funding, or allocations, or other expenditure authority at levels sufficient in District's reasonable administrative discretion, to perform its obligations under this Grant;
  - 16.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the District's performance under this Grant is prohibited or District is prohibited from paying for such performance from the planned funding source;
  - 16.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 30 days after written notice thereof to Grantee; or
  - 16.2.5 As otherwise expressly provided in this Grant.
- 16.3 **By Grantee.** Grantee may terminate this Grant as follows:
- 16.3.1 Upon 30 days advance written notice to District;
  - 16.3.2 Immediately upon written notice to District, if District is in default under this Grant and such default remains uncured 30 days after written notice thereof to District; or
  - 16.3.3 As otherwise expressly provided in this Grant.
- 16.4 **Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee will immediately cease all activities under this Grant, unless District expressly directs otherwise in such notice. Upon termination, Grantee will deliver to District all documents, information, and reports related to the Grant.

## **SECTION 17: INSURANCE**

Grantee shall maintain insurance set forth in the charter contract and any necessary insurance to cover activities related to the Project as reasonably determined by the District.

## **SECTION 18: NONAPPROPRIATION**

District's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon District receiving funding, appropriations, limitations, allocations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant.

## **SECTION 19: AMENDMENTS**

The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 20: NOTICE**

Except as otherwise expressly provided in this Grant, any notices to be given relating to this Grant must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address, fax number or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 21: SEVERABILITY**

The Parties agree that if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

## **SECTION 22: COUNTERPARTS**

This Grant may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.

## **SECTION 23: COMPLIANCE WITH LAW**

In connection with their activities under this Grant, the Parties shall comply with all applicable federal, state and local laws.

## **SECTION 24: INTENDED BENEFICIARIES**

District and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of this Grant.

## **SECTION 25: TIME IS OF THE ESSENCE**

Time is of the essence in Grantee's performance of the Project activities under this Grant.

## **SECTION 26: MERGER, WAIVER**

This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 27: RECORDS MAINTENANCE, MUNICIPAL AUDIT, AND ACCESS**

Grantee shall maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Grant in such a manner as to clearly document Grantee performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees that District and the Oregon Secretary of State's Office and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. All Funds received by Grantee as part of the Grant shall be accounted for separately and included in the Grantee's municipal audit according to ORS 338.095 and reported to District annually. Grantee shall retain and keep accessible all Records for a minimum of five (5) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

## **SECTION 28: HEADINGS**

The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.


## **SECTION 29: GRANT DOCUMENTS**

This Grant consists of the following documents, which are listed in descending order of precedence: [INSERT relevant documents as needed]

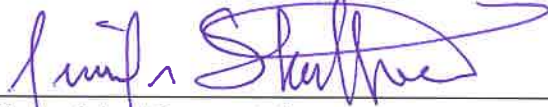
## SECTION 30: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

### MULTNOMAH COUNTY SCHOOL DISTRICT NO. 1J

By:  4/4/25  
School District Representative Date  
Erica Kreger, Contracts Manager  
Printed Name, Title

### Portland Village Charter School

By:   
Signature of Charter School Representative  
4/4/25  
Date

Jennifer Stackhouse, Executive Director  
Printed Name, Title



# PPS Finance Focus

## Updates and Outreach



PORTLAND  

---

Public Schools

December 2, 2025



LARGEST DISTRICT IN OREGON

# DISTRICT INFORMATION

## BOARD MEMBERS

Zone 1  
Christy Splitt

Zone 5  
Virginia La Forte

Zone 2  
Michelle DePass  
(Vice-Chair)

Zone 6  
Stephanie Engelsman

Zone 3  
Patte Sullivan

Zone 7  
Edward (Eddie) Wang (Chair)

Zone 4  
Rashelle Chase-Miller

Student Representative  
Ian Ritorto

## STUDENT ENROLLMENT

44,086 TOTAL

41,630

STUDENTS IN DISTRICT SCHOOLS

794

STUDENTS IN COMMUNITY BASED PROGRAMS

356

STUDENTS IN SPECIAL SERVICES PROGRAMS

1,306

STUDENTS IN PUBLIC CHARTER SCHOOLS

NUMBER OF SCHOOLS

45

ELEMENTARY



10

HIGH

11

K-8

14

MIDDLE

1

K-12

District Continuous Improvement Plan  
GOAL AREAS



ATTENDANCE



LITERACY

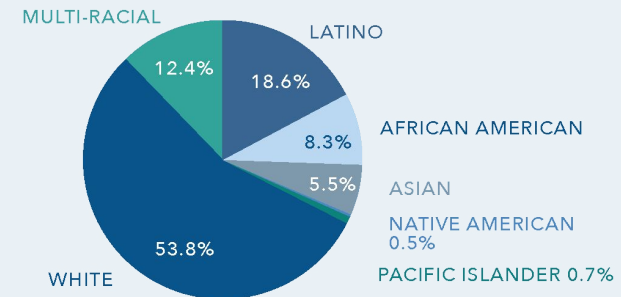


MATH



9th Grade SUCCESS

## STUDENT INFORMATION



RECEIVE ESL SERVICES

10%

ELIGIBLE FOR FREE MEALS via direct certification

31.3%  
2023-24 school year

RECEIVE SPED SERVICES

17%

\*Numbers are approximate



**TOGETHER,**

**WE RISE**

**WITH EXCELLENCE. WITH PURPOSE.**

# Finance Focus Topics

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- **New Monthly and Quarterly Financial Reports**
- **Budget Development Update**
- **Annual Financial Report Status Update**
- **February Bond Sale**
- **Looking Ahead**
- **Follow up on Director information requests**



# New Monthly and Quarterly Financial Reports

- Current Month actuals year over year
- Budget and year-to-date
- Narrative and Graphics
- Quarterly Posted Online
- Contracts Component (under development)



Fourth quarter 2024-25, First Quarter 2025-26, September and October Monthly Reports

# Budget Development Update

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- Leadership Activities
  - Academic Program Review
  - Central Office Benchmarking
  - Information to Union Partners
- Community Awareness
  - Transparency Website and Video Series
  - Principal Toolkits under development



# Annual Financial Report Status Update

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- Federal Guidelines not yet released
- May have a multi-step review and approval process this year
- No impact to ACFR timeline at this time
- Continue to partner and adhere to prior period compliance



# January Bond Sale

---

- 2020 Tranche 3 - up to \$90,000,000\*
- 2025 Tranche 1 - up to \$570,000,000\*
- Resolution Required
- May experience a ratings change as part of the process
- Resources may be used to cover authorized activities so far (2025)



***NOTE: Bond proceeds may only be spent on capital projects, not district operations or school staffing.***

\* Sales amounts are the maximum, pending market conditions

# State Revenue Forecast (11/19)

**US Macro Forecast:** Economic inflection point approaching



Recession risk is decreasing as growth forecasts rebound

- **GDP** slowing to 1.6% Q4/Q4 in 2025, firming to 1.9% in 2026
- **Inflation** pickup looking less severe at 3.0% (vs. 3.5% prior)
- **Unemployment** little changed (4.4% year-end)
- OEA recession estimate (25%)
- Tariff ruling from SCOTUS could provide sizeable economic impulse

# Missing Data Points

Delays in vital statistics due to federal government shutdown



Report	Source	Original Release Date
Construction Spending (Aug. and Sept.)	Census	10/1
Initial Jobless Claims (Wks ending 9/27 through 11/8)	Labor	Weekly
Factory Orders (Aug. and Sept.)	Census	10/2 & 11/4
Nonfarm Payrolls (Sept. and Oct.)	BLS	10/3 & 11/7
Trade Balance (Aug. and Sept.)	BEA	10/7 & 11/4
Wholesale Inventories (Aug. and Sept.)	Census	10/9 & 11/6
Retail Sales (Sept.)	Census	10/16
Producer Price Index (Sept.)	BLS	10/16
Business Inventories (Aug.)	Census	10/16
Housing Starts/Building Permits (Sept.)	Census	10/17
Import/Export Prices (Sept.)	BLS	10/17
Industrial Production (Sept.)	Federal Reserve	10/17
Leading Indicators (Sept.)	Conference Board	10/20
Chicago Fed NAI (Sept.)	Chicago Fed	10/23
Building Permits Revision (Sept.)	Census	10/24
New Home Sales (Sept.)	Census	10/24
Durable Goods Orders (Sept.)	Census	10/27
Advance Trade and Inventories (Sept.)	Census	10/29
GDP (Q3 Advance)	BEA	10/30
Personal Income/Core PCE (Sept.)	BEA	10/31
Employment Cost Index (Q3)	BLS	10/31
JOLTS (Sept.)	BLS	11/4
Productivity/Unit Labor Costs (Q3)	BLS	11/6
Monthly Treasury Statement	Treasury	11/12
Consumer Price Index (Oct.)	BLS	11/13

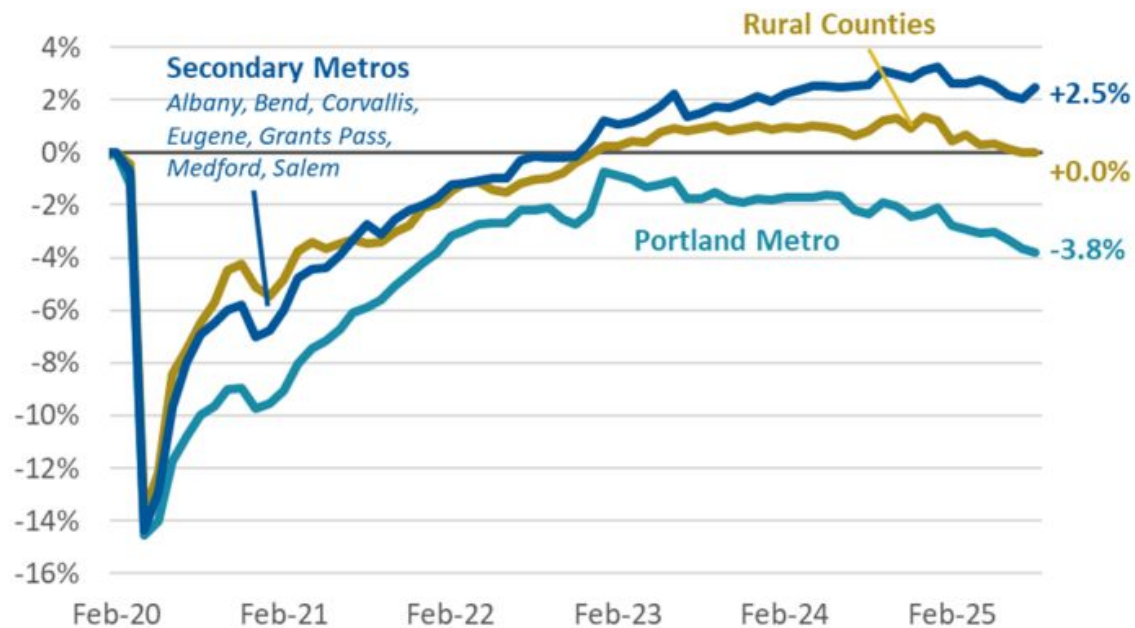
# (Loss of) Jobs Creation- Portland Metro

Secondary Metros drive job creation



## Oregon Employment: Urban and Rural

Percent change from February 2020



Latest Data: Aug 2025 | Source: Oregon Employment Dept, Oregon Office of Economic Analysis

# Missing Data Points

## Income Tax Receipts improve balance



### 2025-27 General Fund Revenue Statement

	September 2025 Forecast	December 2025 Forecast	Change from Prior Forecast
Revenues (millions)			
Personal Income Tax*	\$29,892.5	\$29,941.0	\$48.5
Corporate Income Tax*	\$2,932.9	\$3,199.8	\$266.9
All Other Revenues	\$2,106.4	\$2,100.5	-\$5.8
Net General Fund	\$34,931.8	\$35,241.3	\$309.5
Beginning Balance	\$2,018.7	\$2,018.7	\$0.0
Appropriations	\$37,323.1	\$37,323.1	\$0.0
Projected Ending Balance*	-\$372.7	<b>-\$63.1</b>	\$309.5

\* includes offsets and RDF transfers

- GF Revenues up \$309.5 million.
  - Recent Corporate receipts
  - Mild economic upgrade
- Projected Ending Balance up \$309.5 million to **-\$63.1 million**

# Looking Ahead

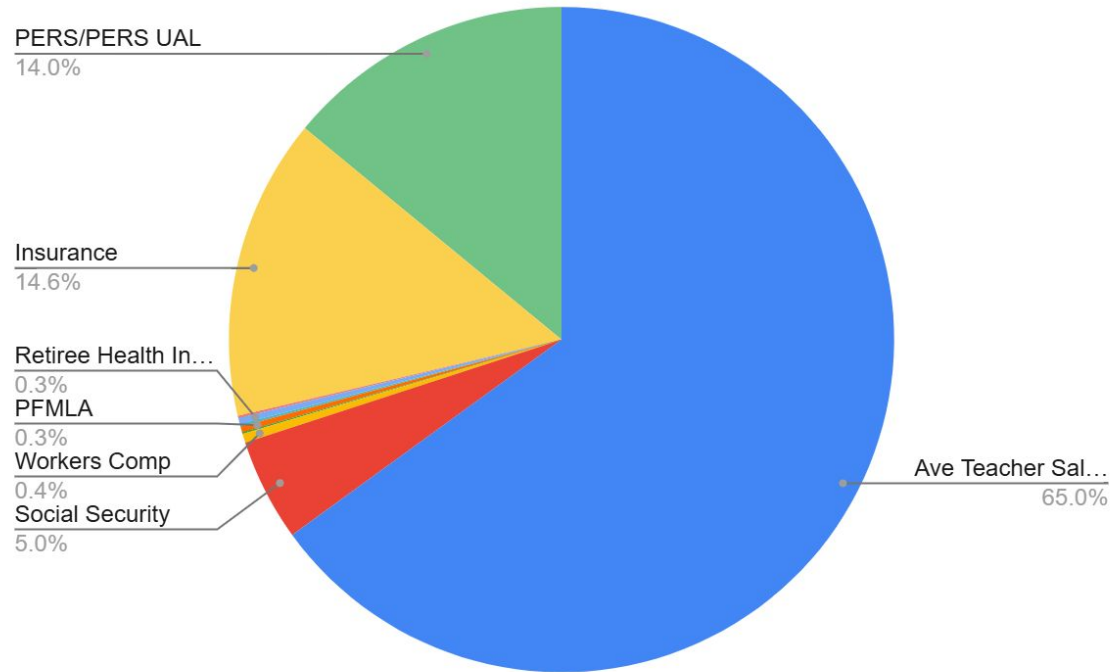
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- PERS Advisory 2027-29  
Individual Employer Rates  
(December)
- Budget Development Activities
- Preparation for Bargaining,  
aggregate data information
- Additional Community Education  
for School Finance



# Board Information Requests

2025-26 Adopted Budget- Average Teacher Cost Components



Ave Teacher Salary	\$104,579
Social Security	\$8,000
Workers Comp	\$711
Unemployment Comp	\$105
PFMLA	\$471
Other Employer Paid Benefits	\$188
Retiree Health Insurance	\$492
Early Retirement Benefits	\$167
Insurance	\$23,561
PERS/PERS UAL	\$22,578
<b>Total Cost Per FTE</b>	<b>\$160,851</b>

# Unfunded Mandates and Valuation

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- Research based on COSA Legislative Reports
  - [2025](#), [2024](#)
  - [2023](#), [2022](#), [2021](#)
- Long-standing rules
  - [Division 22 Requirements](#)
  - [FAPE \(Free and Appropriate Education\)](#)
  - Participation in the [Public Employee Retirement System](#)
  - Providing equitable access and instruction to [English Learners](#)
  - [Student Transportation](#) and Access

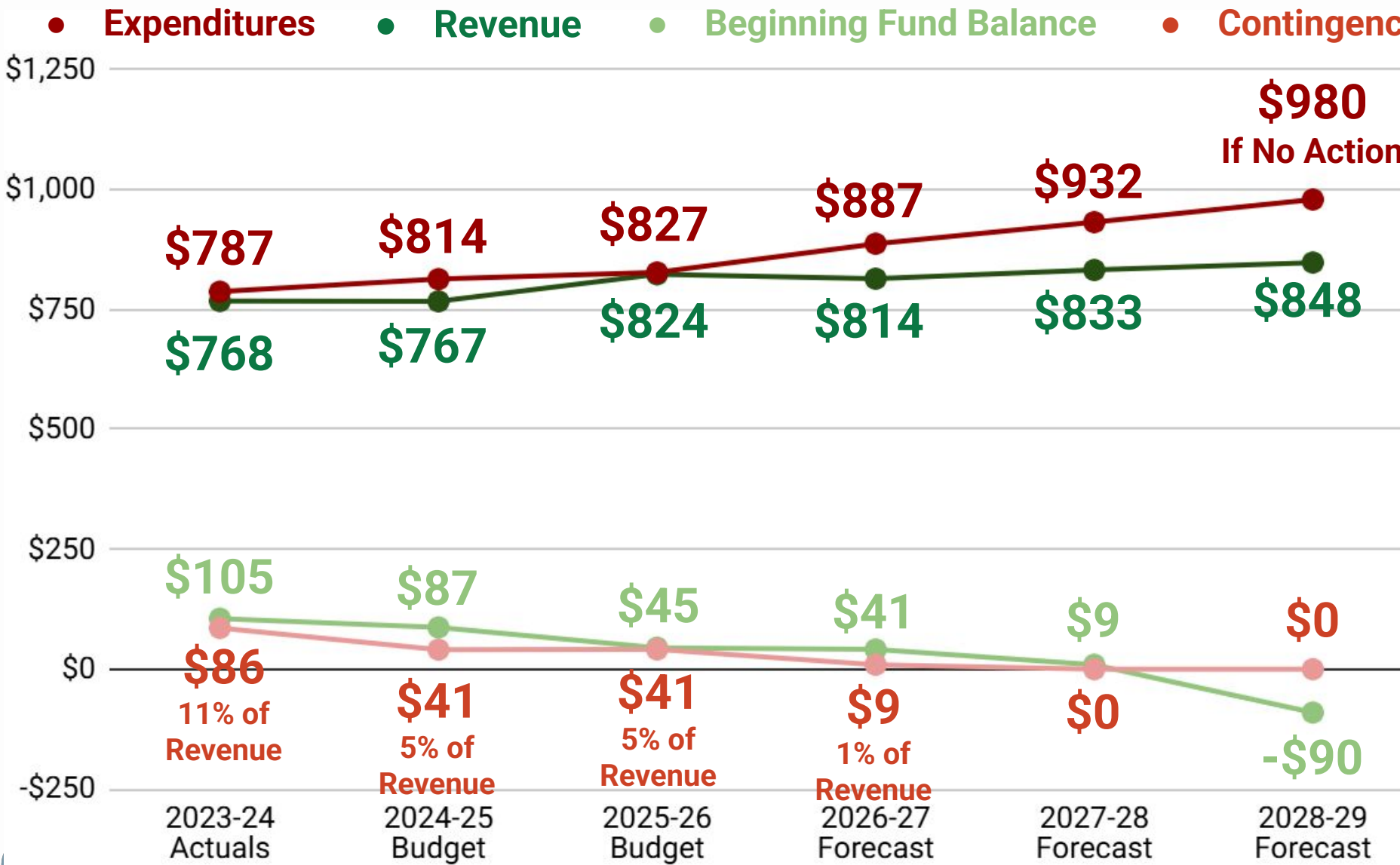


# Questions?

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Michelle Morrison  
Chief Financial Officer  
[mimorrison@pps.net](mailto:mimorrison@pps.net)

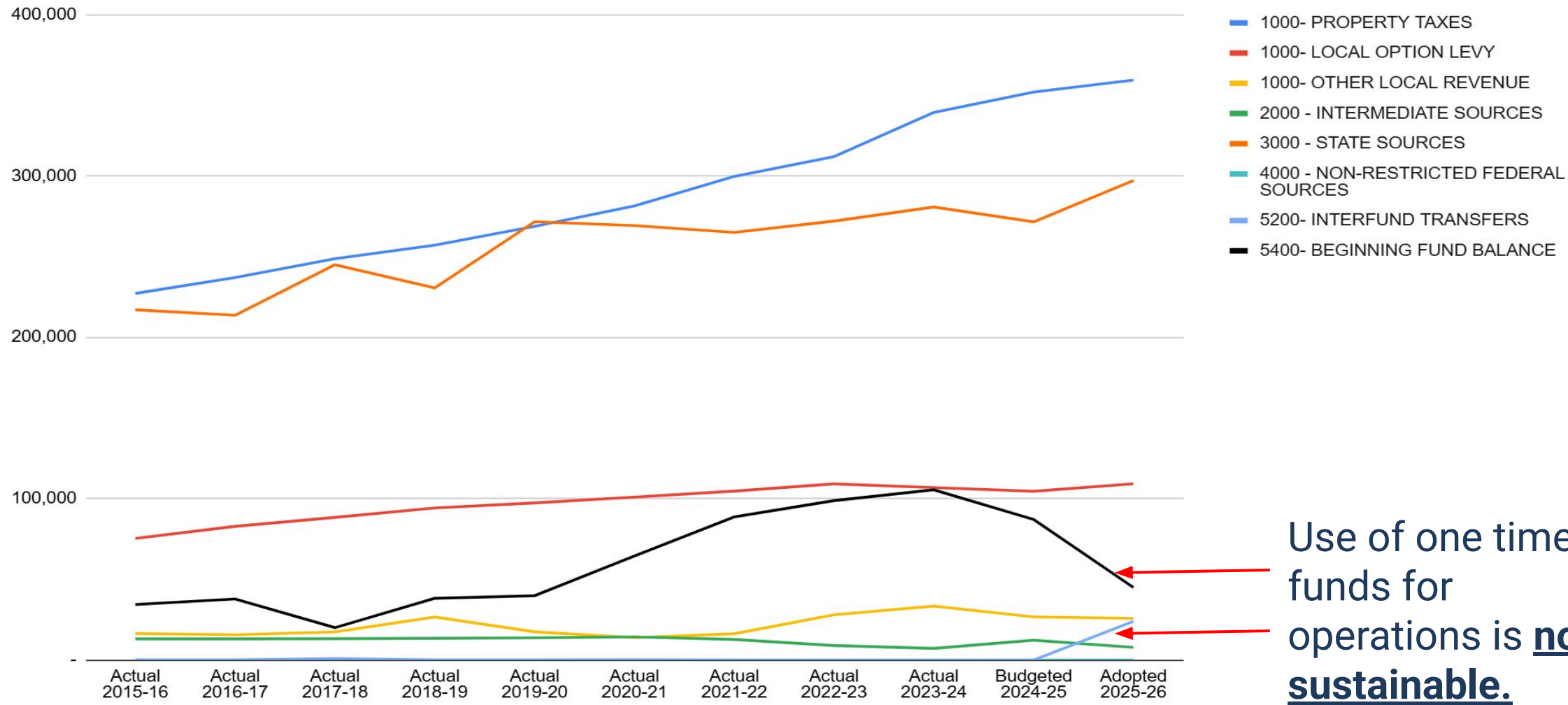
# 2025-26 Projected General Fund (In Millions)



Expenses are increasing while revenue declines. If no action is taken, reserves are depleted and the budget deficit will compound every year.

DRAFT: Estimates are preliminary.

# 2015-16 to 2025-26 General Fund Revenue (In Thousands)



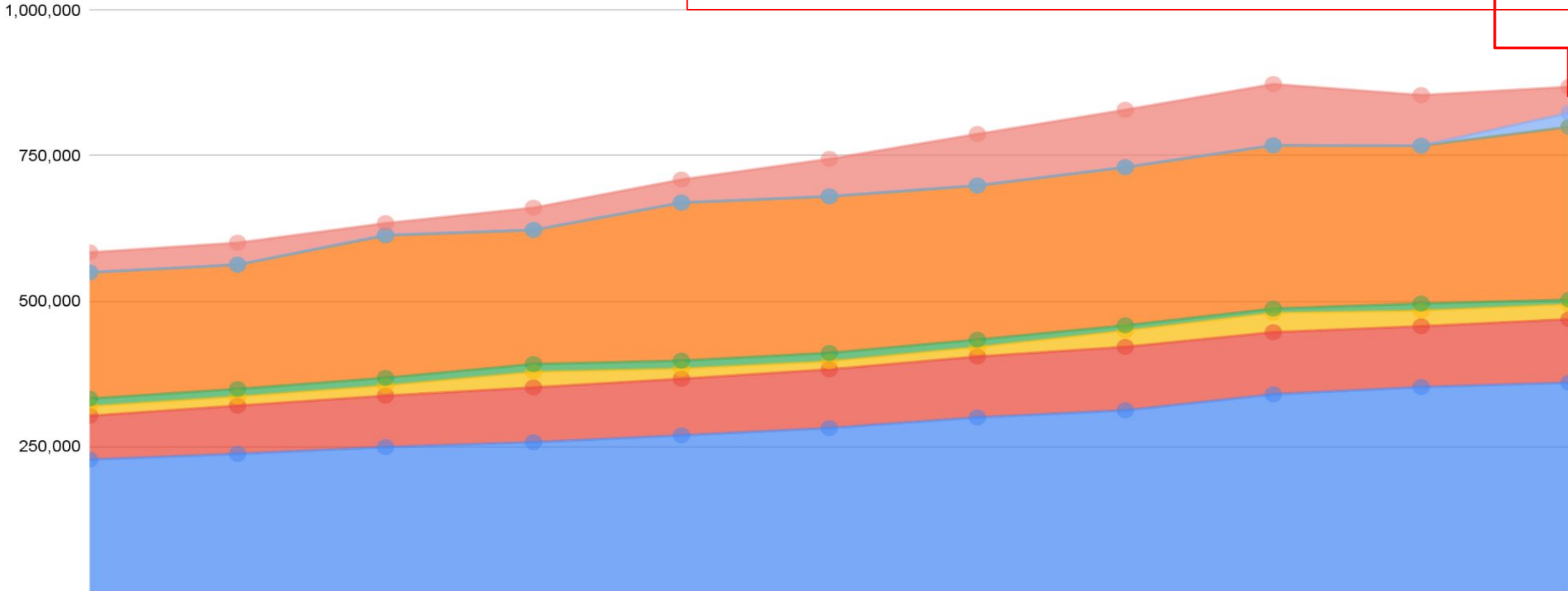
Use of one time funds for operations is **not sustainable.**

Resources

# 2015-16 to 2025-26 General Fund Revenue (In Thousands)

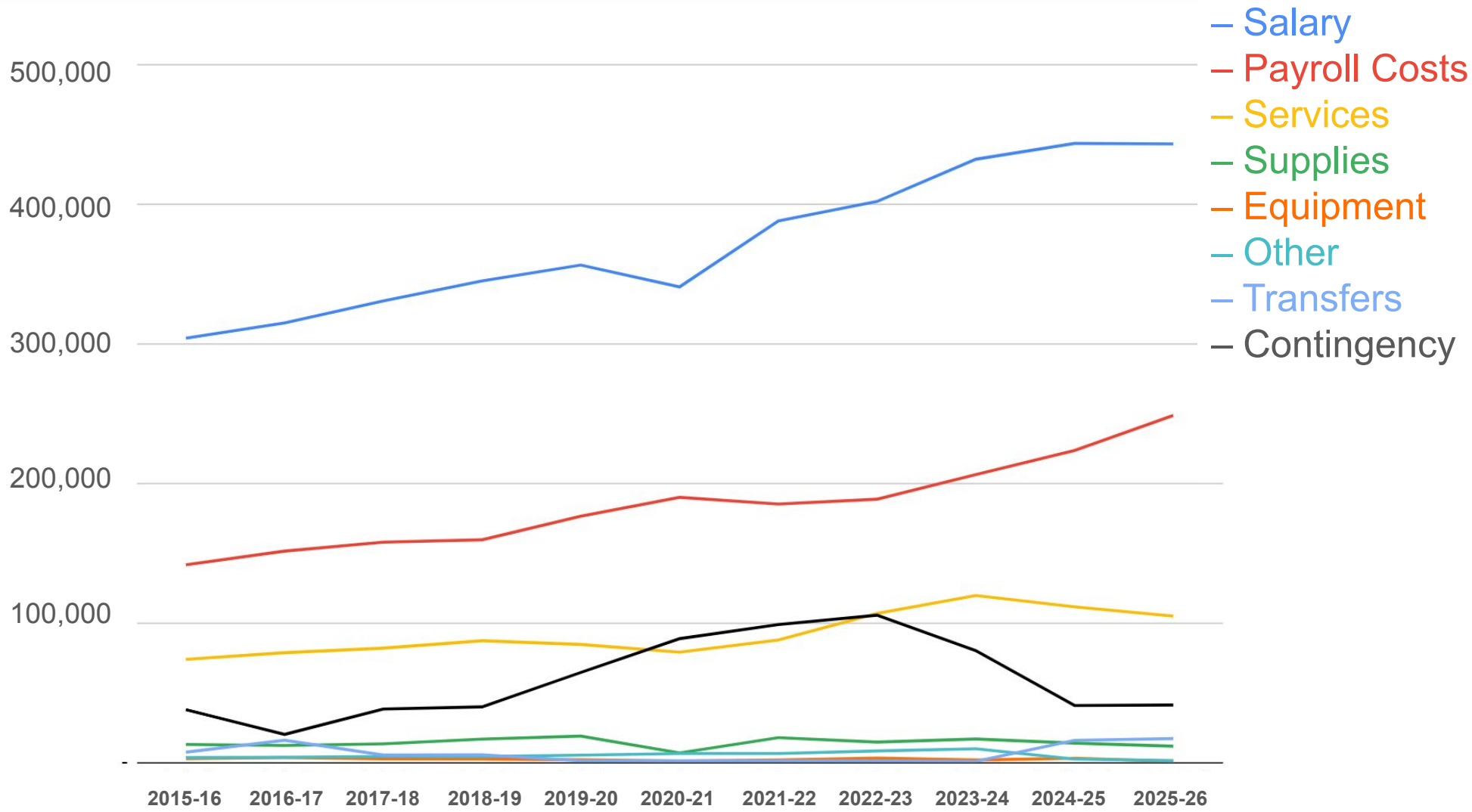
2025-26 transfer of full reserves as fund balance reached the minimum.

General Fund Composition



- 5400- BEGINNING FUND BALANCE
- 5200- INTERFUND TRANSFERS
- 4000 - NON-RESTRICTED FEDERAL SOURCES
- 3000 - STATE SOURCES
- 2000 - INTERMEDIATE SOURCES
- 1000- OTHER LOCAL REVENUE
- 1000- LOCAL OPTION LEVY
- 1000- PROPERTY TAXES

# 2015-16 to 2025-26 General Fund Expenses (In Thousands)



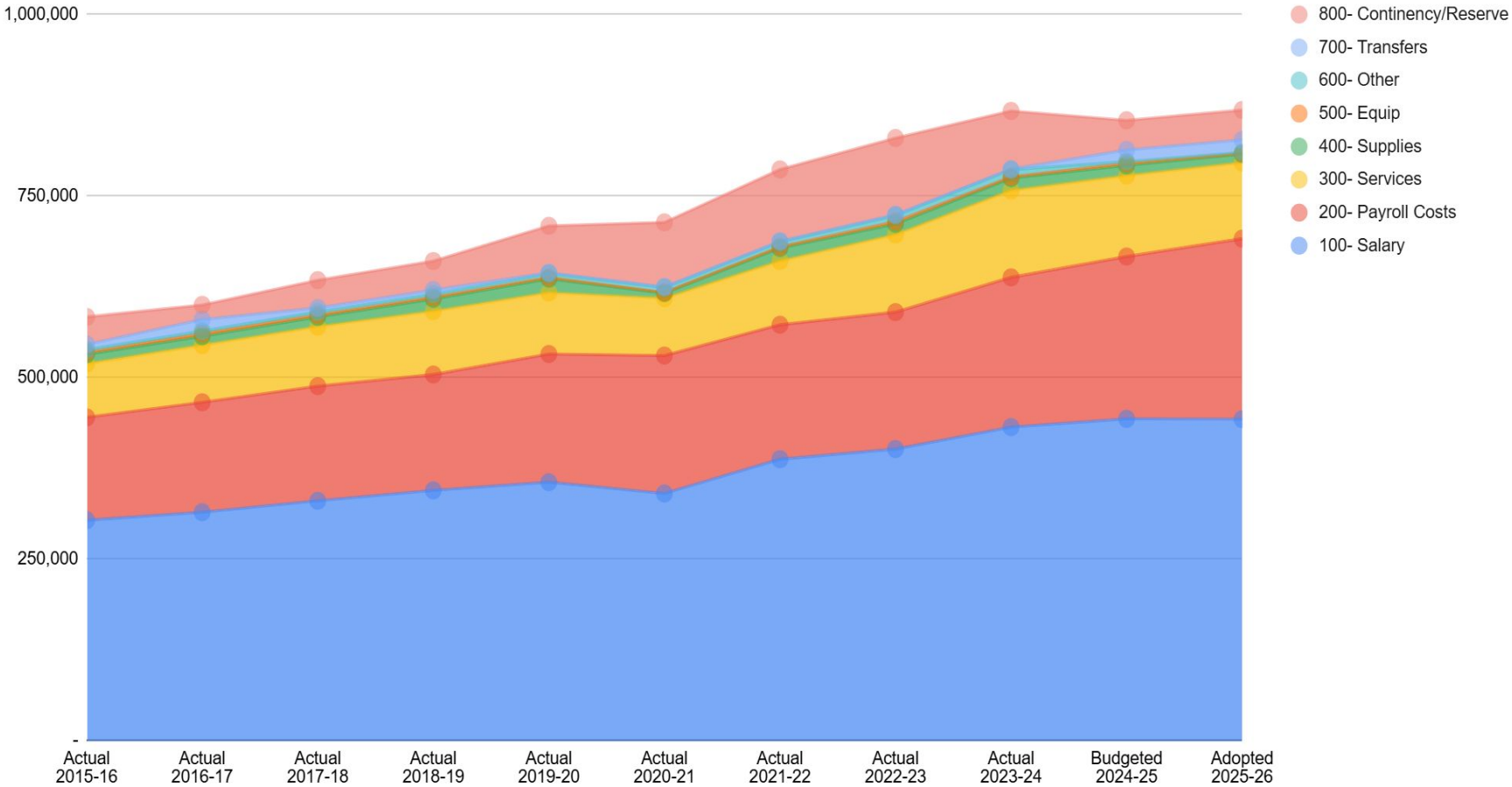
→ Expenses for staffing have been rising, even with reductions to FTE

→ Contingency has been reduced to the minimum target of 5%

→ Contingency funds are one-time and should not be used for regular staffing or operations

# 2015-16 General Fund Spending Stacked (In Millions)

General Fund Composition



- ▶ Expenses for staffing have been rising, even with reductions to FTE
- ▶ Note: contingency has been reduced to the minimum target of 5%
- ▶ Contingency funds are one-time and should not be used for regular staffing or operations

# Roles in Budget Development

## Superintendent

Define vision and priorities; set and staff organizational structure; propose budget

## Cabinet Leaders

Inform and enable vision and priorities; lead coordinated initiatives

## Cross-Functional Teams

Coordinate process and produce deliverables

## Principals

Inform priorities; implement staffing and budget



## Board of Education

Set direction; serve as Budget Committee; approve levies and appropriations; receive public comment

## Community Budget Review Committee

Review budget and local option levy; make recommendations to the Board

## Tax Supervising and Conservation Commission

Certify approved budget and tax levies

## Students, PPS Teams, Community Members, Partners

Inform priorities, elevate insights and impacts

# OSBA Board of Directors CANDIDATE QUESTIONNAIRE

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Business phone: \_\_\_\_\_

Residence phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

District/ESD/CC: \_\_\_\_\_

Term expires: \_\_\_\_\_ Years on board: \_\_

Region: \_\_\_\_\_

Position #: \_\_\_\_\_



*I certify that if elected I will faithfully serve as a member of the OSBA Board of Directors. My nomination form has been submitted to OSBA (or is attached to this document) as evidence.*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

***Be brief; please limit your responses to 50 words per question.***

1. Describe in your own words the mission and goals of OSBA.

2. What do you want to accomplish by serving on the OSBA board of directors?

3. What leadership skills do you believe you bring to the board of directors? Give an example of a situation in which you demonstrated these skills.



# OSBA Board of Directors

## CANDIDATE PERSONAL/PROFESSIONAL RESUME

**Work or service performed for OSBA or local district** (include committee name and if you were chair):

**Other education board positions held/dates:**

**Occupation** (Include at least the past five years):

Employers:

Dates:

**Schools attended** (Include official name of school, where and when):

High school:

College:

Degrees earned:

**Education honors and/or awards:**

**Other applicable training or education:**

**Activities, other state and local community services:**

**Hobbies/special interests:**

**Business/professional/civic group memberships; offices held and dates:**

**Additional comments:**

# NOMINATION FORM

## OSBA BOARD OF DIRECTORS

### REGIONAL MEMBER

Date: \_\_\_\_\_

TO: Dawn Watson, OSBA President-  
Elect Oregon School Boards Association  
1201 Court St NE, #400  
Salem, OR 97301  
Fax: 503-588-2813  
E-mail: [elections@osba.org](mailto:elections@osba.org)

**Nominations are due by 5 pm,  
September 30, 2025**

Return this form and all candidate information  
forms to the OSBA office by email at  
[elections@osba.org](mailto:elections@osba.org), or mail to Oregon  
School Boards Association, 1201 Court  
St. NE, #400, Salem, OR 97301

Dear Dawn Watson:

With this letter, our board nominates the candidate named below to a position on the OSBA Board of Directors for the  
\_\_\_\_\_ Region, Position # \_\_\_\_\_.

### BOARD CANDIDATE INFORMATION

Name: \_\_\_\_\_

District/ESD/Community College: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Oregon ZIP: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

**This nomination was approved by official action of our board of directors at a duly called meeting on**  
\_\_\_\_\_  
**(date)**



\_\_\_\_\_  
(Board Chair signature)

Board Chair name: \_\_\_\_\_

District: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

# BRENDA I. RIVAS

12536 NE Siskiyou St, Portland, OR 97230 · (503) 708-8049

Over 20 years managing staff and projects in a healthcare setting, managed SBO implementation, Epic implementations for Hospital and Physician billing, Home health, Hospice, and Palliative care, strong history of meeting and exceeding goals, excellent customer services skills coupled with the ability to effectively resolve issues, build, and developed team members.

**Change Management | Project Management | Results Oriented | Coaching & Mentoring | Analyze and Interpret Data  
| After Action Review | Strategic Thinking | Epic Systems | Continuous Integration**

## CAREER HIGHLIGHTS

- Collaborated with Senior leaders and managed to integrate five states into One Revenue Cycle for account receivables while maintaining current receivables and meeting and exceeding goals.
- Employed, developed, and mentored staff to move into lead positions to support new lines of business.
- Strong history of completing project timelines and collaborating with all stakeholders.

## PROFESSIONAL EXPERIENCE

### **Manager, Revenue Cycle Post Balance Collections Sept 24 – Current**

- Oversee daily operations for account receivables for post balance collections for all seven of our markets
- Responsible for account receivables for specialty collections for venture, corporate, and sports billing
- Manage two team supervisors to support twenty-one of our self-pay collectors
- Manage three analysts that supports specialty collections, vendors, and self -pay collectors
- Report out weekly and monthly outcomes of the post patient balance receivables
- Meet with collection vendors to discuss monthly and weekly outcomes and areas of focus to increase cash collections and discuss work queues

### **Manager, Business Process Improvement Jan 2022 – Oct 2024**

- Played a key role in ensuring that we had successful Single Billing Office implementation for all seven of our markets.
- Monthly tracking of Single Billing Office metrics to report benefits to Senior leadership and Finance.
- Lead monthly meetings with our market leaders to review the outcomes and status of their accounts receivable.
- Partnered with our member services call center and digital engagement team to communicate system or workflow changes with direct member impact.
- Collaborated with analysts to evaluate and validate system changes
- Responsible for communicating key messages related to system changes and updates to workflows to our internal teams and vendors.
- Ensured that CFSR audits were completed timely and reported out outcomes during our monthly national

meetings with market leaders.

- Partnered with analyst to develop training and workflow to empower team managers to be able to process timely grievance and appeal adjustments when receiving a grievance from a member.

### **Sr. Manager Applications Oct 2021 – Dec 2022**

- Managed a team of eleven application analysts for home health and hospice and third-party applications.
- Conducted biweekly one on ones.
- Collaborated with the community technologies team to review and approve optimization requests.
- Ensured service requests are completed timely to resolve build issues that affect patient care.
- Reported out weekly to the director on the status of projects assigned to my team.
- Attended growth and expansion meetings to approve and provide feedback on future implementations.
- Conducted monthly meetings to review caregiver survey results to give the team an opportunity to provide feedback.
- Collaborated with the compliance and community technology team to review upcoming regulations to ensure build is completed timely and tested.
- Meet with the director to review future projects to make sure they align with the overall company's strategic plan and goals.

### **Epic Application Analyst Dorothy and Comfort Mar 2020 – Oct 2021**

- Completed new build for new lines of business within Providence and affiliates as well as conducting application and integrated testing for new build and upgrade.
- Collaborated with team when working multiple projects by setting up meetings, testing, or assisting in leading meetings.
- Collaborated with training team and community technology to review questions regarding build and upgrade that can potentially affect workflow.
- Work with Epic TS when needing assistance after trouble shooting and unable to identify the root cause of a potential issue or risk within Epic.
- Provided support to leadership as questions come up regarding changes within the system.
- Supported and partnered with business and clinical leadership to meet organizational goals and objectives.
- Ensured projects were planned and executed in a timely manner that supports the Providence mission; integration and collaboration across the health system, while meeting the organization needs.

### **Revenue Cycle Business Analyst Jul 2015 – Mar 2020**

- Played a key role in ensuring that we had successful implementation when affiliates are joining Providence and new lines of business by providing them with the support in understanding the workflows, policies, job aids, and be readily available for questions.

- Led and collaborated with key stakeholders including managers and supervisors in the implementations of Home health, Hospice, and Palliative care.
- Worked closely with the Epic build analyst to identify, troubleshoot, and resolve issues.
- Ensured projects are planned and executed in a timely manner that supports the Providence mission; integration and collaboration across the health system, while meeting the organization needs.
- Responsible for understanding and refining the prescribed workflows, policies, and procedures, as well as having familiarity with the functional workings of the Epic software for physician and hospital billing.
- Conducted pre-go live and post go live weekly meetings with the customer to go over the status of the implementation and address key concerns.
- Conducted biweekly meetings with leadership to review Epic Revenue Dashboards to review the state of the implementation by reviewing outstanding account receivables, claims submission, any stops that can potentially affect the goal of producing a claim or a statement to the patient.
- Project Manager for implementations to ensure successful completion; by tracking key concerns, staying within timelines and scope, schedule daily/weekly meetings with stakeholders and executive leadership to report progress and capture key concerns.

### **Self-Pay Manager Jul 2012 – Jul 2015**

- Oversaw daily operations in managing account receivables for five states.
- Supported and mentored four supervisors on how to manage eighty front line staff and how to meet their daily, monthly, yearly objectives.
- Reported on volumes and suggested enhancements needed to improve the receivables process. Worked with multiple collection agencies, effectively optimized timely collections on those accounts.
- Planned short- and long-term goals in hope of assisting to eliminate some of the excess in accounts receivables.
- Assisted collection agencies by submitting questions on nebulous accounts.
- Generated daily and monthly reports dealing with bad debt, cash collections, and online bill pay.
- Led and collaborated with key stakeholders including managers and supervisors in the implementations of our affiliates Swedish and Kadlec to take on working their account receivables for self-pay.
- Ensured that we met or exceeded the service level agreements with internal and external operations.
- Documented workflows created job aids, and policies and procedures for the Kadlec and Swedish go live and developed the training curriculum.
- Joined monthly leadership calls with Senior leadership and Finance to report outcomes monthly and quarterly outcomes.

### **EDUCATION**

Concordia University, Portland, Oregon **2019, Master of Business Administration**

Warner Pacific College, Portland, Oregon **2014, Bachelor of Health Care Administration**

# OSBA Board of Directors CANDIDATE QUESTIONNAIRE

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Business phone: \_\_\_\_\_

Residence phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

District/ESD/CC: \_\_\_\_\_

Term expires: \_\_\_\_\_ Years on board: \_\_\_\_\_

Region: \_\_\_\_\_

Position #: \_\_\_\_\_



*I certify that if elected I will faithfully serve as a member of the OSBA Board of Directors. My nomination form has been submitted to OSBA (or is attached to this document) as evidence.*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

***Be brief; please limit your responses to 50 words per question.***

1. Describe in your own words the mission and goals of OSBA.
  
  
  
  
  
  
  
  
  
  
2. What do you want to accomplish by serving on the OSBA board of directors?
  
  
  
  
  
  
  
  
  
  
3. What leadership skills do you believe you bring to the board of directors? Give an example of a situation in which you demonstrated these skills.



# OSBA Board of Directors

## CANDIDATE PERSONAL/PROFESSIONAL RESUME

**Work or service performed for OSBA or local district** (include committee name and if you were chair):

**Other education board positions held/dates:**

**Occupation** (Include at least the past five years):

Employers:

Dates:

**Schools attended** (Include official name of school, where and when):

High school:

College:

Degrees earned:

**Education honors and/or awards:**

**Other applicable training or education:**

**Activities, other state and local community services:**

**Hobbies/special interests:**

**Business/professional/civic group memberships; offices held and dates:**

**Additional comments:**

# NOMINATION FORM

## OSBA BOARD OF DIRECTORS

### REGIONAL MEMBER

Date: September 3, 2025

TO: Dawn Watson, OSBA President-  
Elect Oregon School Boards Association  
1201 Court St NE, #400  
Salem, OR 97301  
Fax: 503-588-2813  
E-mail: [elections@osba.org](mailto:elections@osba.org)

**Nominations are due by 5 pm,  
September 30, 2025**

Return this form and all candidate information  
forms to the OSBA office by email at  
[elections@osba.org](mailto:elections@osba.org), or mail to Oregon  
School Boards Association, 1201 Court  
St. NE, #400, Salem, OR 97301

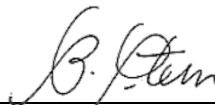
Dear Dawn Watson:

With this letter, our board nominates the candidate named below to a position on the OSBA Board of Directors for the  
Mulnomah Region, Position # 18.

### BOARD CANDIDATE INFORMATION

Name: Kris Howatt  
District/ESD/Community College: Gresham-Barlow School District No. 10 Jt.  
Address: 1331 NW Eastman Parkway  
City: Gresham Oregon ZIP: 97030-3825  
E-mail: howatt3@gresham.k12.or.us Phone: 503-830-3608

**This nomination was approved by official action of our board of directors at a duly called meeting on  
September 3, 2025.  
(date)**



(Board Chair signature)

Board Chair name: Blake Petersen  
District: Gresham-Barlow School District No. 10 Jt.  
Address: 1331 NW Eastman Parkway  
City, State, Zip: Gresham, OR 97030

# OSBA Legislative Policy Committee CANDIDATE QUESTIONNAIRE

Name: Heather Coleman-Cox

Date: 4SEP25

Address: 4090 SE Augusta Loop

City/Zip: Gresham 97080

Business phone: \_\_\_\_\_

Residence phone: \_\_\_\_\_

Cell phone: 503.998.6618

E-mail: coleman31@gresham.k12.us.or

District/ESD/CC: Gresham-Barlow SD

Term expires: June 30, 2029 Years on board: 0

Region: Multnomah

Insert your high-resolution digital photo (head shot):  
1) Open this doc in Adobe  
2) Click on Tools tab  
3) Click Edit PDF  
4) Click on Add Image  
5) Navigate to where photo is  
6) Position photo in this frame

Position #: 17

*I certify that if elected I will faithfully serve as a member of the OSBA Legislative Policy Committee. My nomination form has been submitted to OSBA (or is attached to this document) as evidence.*

*Heather Coleman-Cox*

4SEP25

Name

Date

***Be brief; please limit your responses to 50 words per question.***

1. What do you want to accomplish by serving on the Legislative Policy Committee (LPC)?

I want to serve on the OSBA Legislative Policy Committee because I believe our community ' s voice matters at the state level. This role gives me the chance to work with other school board members, connect with legislators, and help shape policies that impact every student in Oregon. Most of all, I see it as a way to make sure our district ' s needs are heard while standing up for strong, equitable public education across the state

2. What leadership skills do you bring to the LPC? Give an example of a situation in which you demonstrated these skills.

I bring a collaborative approach and a strong commitment to equity. I enjoy working with different people from fellow board members to families and community partners and I do my best to make complex issues easy to understand. I remain steady under pressure, thoughtful about long-term impacts, and always focused on keeping students and community voices at the center of every decision

3. What do you see as the two most challenging legislative issues faced by OSBA?

Two of the biggest legislative challenges faced by the OSBA right now are school funding and the implementation of new education laws. Both of these issues require strong advocacy and a practical voice from local boards to make sure policies truly work for students and communities.

4. What do you see as the two most challenging legislative issues faced by your region?

The Multnomah region is struggling with unstable budgets, rising costs, and enrollment declines that directly affect classrooms and staffing. At the same time, hundreds of new laws passed this session are moving into the rule-making phase, which will shape how districts operate for years to come.

5. What is your plan for communicating with boards in your region about legislative issues?

I plan to keep boards in the loop with regular updates through email, phone calls, and quick check-ins. My goal is to share legislative news in plain language and make sure boards feel supported with resources from OSBA. Just as important, I'll listen to their concerns so their voices are carried forward at the state level.

Email to [elections@osba.org](mailto:elections@osba.org), or mail to: Oregon School Boards Association, 1201 Court St NE, #400, Salem, OR 97301

*Materials submitted by the candidate on this form may be subject to a public information request under ORS Chapter 192.*

# OSBA Legislative Policy Committee

## CANDIDATE PERSONAL/PROFESSIONAL RESUME

### Work or service performed for OSBA or local district (include committee name and if you were chair):

In the May 25th Special Election, I was recently elected to the Gresham-Barlow School District School Board Director Position 6  
City of Gresham - Community Development and Housing Committee  
City of Gresham - Community Enhancement Committee  
City of Gresham - Public Safety Levy Committee

### Other education board positions held/dates:

### Occupation (Include at least the past five years):

Employers:

Intel Corporation

Dates:

July 2012 - June 2024.

### Schools attended (Include official name of school, where and when):

High school: Grant High School Portland, Oregon class of 1984

College: Kaplan University Des Moines, Iowa (Distance Learning) University of Maryland University College - Adelphi, MD

Degrees earned: Bachelor of Science/Computer Science Masters of Science/Management Information Systems

### Education honors and/or awards:

### Other applicable training or education:

### Activities, other state and local community services:

Multnomah East Indivisible Group - Co-Leader June 2025 - present

Juneteenth Oregon - Media Relations Director April 2016 - present

PDX Jazz - Board Secretary November 2023 - present

### Hobbies/special interests:

International travel - Non-Profit - Community Activist

### Business/professional/civic group memberships; offices held and dates:

Ghana AquaVenture Emmanuel (GAVE) Foundation - CEO/President - June 2024 - present

### Additional comments:

I want to join the OSBA Legislative Policy Committee to advocate for students, bring my community's concerns forward, and help shape OSBA's priorities. It's also a great way to connect with other board members and make sure our region's voice is heard.

# NOMINATION FORM

## OSBA LEGISLATIVE POLICY COMMITTEE (LPC)

### REGIONAL MEMBER

Date 4SEP25

TO: Dawn Watson, OSBA President-  
Elect Oregon School Boards Association  
1201 Court St NE, #400  
Salem, OR 97301  
Fax: 503-588-2813  
E-mail: [elections@osba.org](mailto:elections@osba.org)

**Nominations are due by 5 pm,  
September 30, 2025.**

Return this form and all candidate information  
forms to the OSBA office by email at  
[elections@osba.org](mailto:elections@osba.org), or mail to Oregon  
School Boards Association, 1201 Court  
St. NE, #400, Salem, OR 97301

Dear Dawn Watson:

With this letter, our board nominates the candidate named below to a position on the OSBA Legislative Policy Committee for the Multnomah Region, Position # 17.


### LPC CANDIDATE INFORMATION

Name: Heather Coleman-Cox  
District/ESD/Community College: Gresham-Barlow School District  
Address: 4090 SE Augusta Loop  
City: Gresham Oregon ZIP: 97080  
E-mail: coleman31@gresham.k12.or.us Phone: 503.998.6618

**This nomination was approved by official action of our board of directors at a duly called meeting on**

3SEP25

**(date)**



(Board Chair signature)

Board Chair name: Blake Petersen  
District: Gresham-Barlow School District  
Address: 1331 NW Eastman Pkwy  
City, State, Zip: Gresham, OR 97030

# OSBA Legislative Policy Committee CANDIDATE QUESTIONNAIRE

Name: \_\_\_\_\_

Date: 9/2/2025

Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Business phone: \_\_\_\_\_

Residence phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

District/ESD/CC: \_\_\_\_\_

Term expires: \_\_\_\_\_ Years on board: \_\_\_\_\_

Region: \_\_\_\_\_



Position #: \_\_\_\_\_

*I certify that if elected I will faithfully serve as a member of the OSBA Legislative Policy Committee. My nomination form has been submitted to OSBA (or is attached to this document) as evidence.*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

***Be brief; please limit your responses to 50 words per question.***

1. What do you want to accomplish by serving on the Legislative Policy Committee (LPC)?
2. What leadership skills do you bring to the LPC? Give an example of a situation in which you demonstrated these skills.
3. What do you see as the two most challenging legislative issues faced by OSBA?
4. What do you see as the two most challenging legislative issues faced by your region?
5. What is your plan for communicating with boards in your region about legislative issues?

# OSBA Legislative Policy Committee

## CANDIDATE PERSONAL/PROFESSIONAL RESUME

**Work or service performed for OSBA or local district** (include committee name and if you were chair):

**Other education board positions held/dates:**

**Occupation** (Include at least the past five years):

Employers:

Dates:

**Schools attended** (Include official name of school, where and when):

High school:

College:

Degrees earned:

**Education honors and/or awards:**

**Other applicable training or education:**

**Activities, other state and local community services:**

**Hobbies/special interests:**

**Business/professional/civic group memberships; offices held and dates:**

**Additional comments:**

**NOMINATION FORM**  
**OSBA LEGISLATIVE POLICY COMMITTEE (LPC)**  
**REGIONAL MEMBER**

Date \_\_\_\_\_

TO: Dawn Watson, OSBA President-  
Elect Oregon School Boards Association  
1201 Court St NE, #400  
Salem, OR 97301  
Fax: 503-588-2813  
E-mail: [elections@osba.org](mailto:elections@osba.org)

**Nominations are due by 5 pm,  
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Return this form and all candidate information  
forms to the OSBA office by email at  
[elections@osba.org](mailto:elections@osba.org), or mail to Oregon  
School Boards Association, 1201 Court  
St. NE, #400, Salem, OR 97301

Dear Dawn Watson:

With this letter, our board nominates the candidate named below to a position on the OSBA Legislative Policy Committee for the \_\_\_\_\_ Region, Position # \_\_\_\_\_.

**LPC CANDIDATE INFORMATION**

Name: \_\_\_\_\_

District/ESD/Community College: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Oregon ZIP: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

**This nomination was approved by official action of our board of directors at a duly called meeting on**

\_\_\_\_\_  
**(date)**



\_\_\_\_\_  
*(Board Chair signature)*

Board Chair name: \_\_\_\_\_

District: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

# OSBA Legislative Policy Committee CANDIDATE QUESTIONNAIRE

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Business phone: \_\_\_\_\_

Residence phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

District/ESD/CC: \_\_\_\_\_

Term expires: \_\_\_\_\_ Years on board: \_\_\_\_\_

Region: \_\_\_\_\_

Position #: \_\_\_\_\_



*I certify that if elected I will faithfully serve as a member of the OSBA Legislative Policy Committee. My nomination form has been submitted to OSBA (or is attached to this document) as evidence.*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

***Be brief; please limit your responses to 50 words per question.***

1. What do you want to accomplish by serving on the Legislative Policy Committee (LPC)?
2. What leadership skills do you bring to the LPC? Give an example of a situation in which you demonstrated these skills.
3. What do you see as the two most challenging legislative issues faced by OSBA?
4. What do you see as the two most challenging legislative issues faced by your region?
5. What is your plan for communicating with boards in your region about legislative issues?

# OSBA Legislative Policy Committee

## CANDIDATE PERSONAL/PROFESSIONAL RESUME

**Work or service performed for OSBA or local district** (include committee name and if you were chair):

**Other education board positions held/dates:**

**Occupation** (Include at least the past five years):

Employers:

Dates:

**Schools attended** (Include official name of school, where and when):

High school:

College:

Degrees earned:

**Education honors and/or awards:**

**Other applicable training or education:**

**Activities, other state and local community services:**

**Hobbies/special interests:**

**Business/professional/civic group memberships; offices held and dates:**

**Additional comments:**

# NOMINATION FORM

## OSBA LEGISLATIVE POLICY COMMITTEE (LPC)

### REGIONAL MEMBER

Date September 18, 2025

TO: Dawn Watson, OSBA President-  
Elect Oregon School Boards Association  
1201 Court St NE, #400  
Salem, OR 97301  
Fax: 503-588-2813  
E-mail: [elections@osba.org](mailto:elections@osba.org)

**Nominations are due by 5 pm,  
September 30, 2025.**

Return this form and all candidate information forms to the OSBA office by email at [elections@osba.org](mailto:elections@osba.org), or mail to Oregon School Boards Association, 1201 Court St. NE, #400, Salem, OR 97301

Dear Dawn Watson:

With this letter, our board nominates the candidate named below to a position on the OSBA Legislative Policy Committee for the Multnomah County Region, Position # 19.

### LPC CANDIDATE INFORMATION

Name: Christy Splitt  
District/ESD/Community College: Portland Public Schools  
Address: 5715 SW Illinois Street  
City: Portland Oregon ZIP: 97221  
E-mail: csplitt@pps.net Phone: 503-208-9666

**This nomination was approved by official action of our board of directors at a duly called meeting on**

September 9, 2025

**(date)**



(Board Chair signature)

Board Chair name: Eddie Wang  
District: Portland Public Schools  
Address: 501 N. Dixon Street  
City, State, Zip: Portland, OR 97227

**RESOLUTION No. 7219**

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**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>	<b>Certified Business</b>
Vickers Plass	1/1/2026 Through 12/31/2026	Legal Services LS 97249	New and ongoing legal services	\$250,000	S. Toncray Fund: 101 Dept: 5460	ESB WBE
M2 Integration	12/8/2025 Through 5/31/2026	Construction C 97241	Groups 1-3 Classroom Tech Upgrades and Remediation Invitation to Bid 2025-024	\$1,061,781	T. Odgers Fund: 459 Dept: 5581	No
M2 Integration	12/8/2025 Through 5/24/2026	Construction C 97255	Cesar Chavez Classroom Tech Upgrades and Remediation Invitation to Bid 2025-023	\$596,789	T. Odgers Fund: 459 Dept: 5581	No
Oh Planning + Design Architecture	12/3/2025 Through 12/3/2026  Option to renew for three additional one-year terms through 12/3/2029	Architecture ARCH 97270	Fire Alarm Upgrades Design – Group 5 West Request for Proposals 2025-031	\$597,233	T. Odgers Fund: 456 Dept: 5511	WBE
Oh Planning + Design Architecture	12/3/2025 Through 12/3/2026  Option to renew for three additional one-year terms through 12/3/2029	Architecture ARCH 97268	Fire Alarm Upgrades Design – Group 4 East Request for Proposals 2025-031	\$540,018	T. Odgers Fund: 456 Dept: 5511	WBE
BBL Architects	12/3/2025 Through 12/3/2029  Option to renew for four additional one-year terms through 12/3/2033	Architecture ARCH 97273	Technology Program Administration Request for Proposals 2025-017	\$2,630,660	T. Odgers Fund: 459 Dept: 5581	WBE
Oh Planning + Design Architecture	12/3/2025 Through 12/3/2029  Option to renew for four additional one-year terms through 12/3/2033	Architecture ARCH 97272	Technology Program Administration Request for Proposals 2025-017	\$3,704,139	T. Odgers Fund: 459 Dept: 5581	WBE

\*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 INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
David Douglas School District	7/1/2025 Through 6/30/2026	Intergovernmental Agreement IGA 97248	Partner to deliver regional services to eligible individuals with Autism Spectrum Disorder.	\$263,000	J. Buno Fund: 205 Dept: 5433

### AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount; New Contract Amount	Responsible Administrator, Funding Source	Certified Business
Organization for Educational Technology & Curriculum (OETC)	10/31/2025 Through 1/18/2028	Cooperative Contract COA 93069 Amendment 1	Purchase of Epson projectors and carts Amendment extends cooperative contract and adds additional funds, while expanding the scope of the contract to allow purchase of full catalog of awarded items.	\$5,000,000 \$7,000,000	T. Odgers Funding Source Varies	No
Carahsoft Technology Corp.	10/1/25 through 9/25/26	Cooperative Contract COA 90176 Amendment 3	Amendment adds funds for the purchase of Snowflake software subscription and associated services.	\$500,000 \$2,000,000	T. Odgers Funding Source Varies	No

**RESOLUTION No. 7220**

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”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>
State of Oregon	7/1/2025 Through 9/30/2027	Intergovernmental Agreement / Revenue IGA/R 97302	ODE Grant SSA SIA	\$89,292,304.48	J. Buno

**AMENDMENTS TO EXISTING CONTRACTS**

No New Amendments to Existing Revenue Contracts

**RESOLUTION No. 7221**

Adoption of the Minutes

The Following Minutes are offered for Adoption:

- October 14, 2025 – Regular Meeting
- October 28, 2025 – Work Session with a Vote on a Consent Agenda
- November 04, 2025 – Regular Meeting
- November 18, 2025 – Work Session with a Vote on a Consent Agenda



## Meeting Minutes

*(Draft for Approval)*

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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 Regular 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**

Present:

Chair Eddie Wang; Vice-Chair Michelle DePass; Directors Rashelle Chase-Miller, Stephanie Engelsman, Virginia La Forte, Christy Splitt, Patte Sullivan; Student Representative Ian Ritorto; Superintendent Kimberlee Armstrong

### **Call to Order / Opening**

The meeting was called to order at 6:11 pm by Board Chair Eddie Wang.

### **Resolution Proclaiming the Celebration of National Hispanic Heritage Month in Portland Public Schools (Resolution 7185)**

Staff: Dr. Isaac Cardona – Chief of Schools; Alma Velázquez – Principal, Jason Lee Elementary School

Student: Hassif Gonzalez

Staff shared on the importance of National Hispanic Heritage Month. A Jason Lee Elementary School Student shared why they are excited to be Hispanic, highlighting some of his favorite parts of his Guatemalan culture.

Actions:

- Director Splitt moved and Director Sullivan seconded the motion to adopt Resolution 7185 Resolution Proclaiming the Celebration of National Hispanic Heritage Month in Portland Public Schools. The motion was put to a voice vote and passed (7 yes – 0 no – 0 abstain)

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

### **Resolution Recognizing Indigenous People's Day (Resolution 7186)**

Time: 6:16 pm

Staff: Glenn Lamott – Student Engagement Coach

Mr. Lamott provided comments on Indigenous Peoples Day, the original people of the land, and the importance of remembering together even when it's uncomfortable.

Public Comment:

- Lisa Wheeler – Expressed gratitude for the recognition of Indigenous People's Day

Actions:

- Director Chase-Miller moved and Director La Forte seconded the motion to adopt Resolution 7186, Resolution Recognizing Indigenous Peoples' Day. The motion was put to a voice vote and passed (7 yes – 0 no – 0 abstain)

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

### **Employee Recognition**

Time: 6:23 pm

Chair Eddie Wang introduced Hector Cobb, the Oregon Substitute Teacher of the Year. Superintendent Armstrong highlighted Mr. Cobb's career. Mr. Cobb provided comments.

## Superintendent's Report

Time: 6:32 pm

Superintendent Armstrong provided her report, recognizing National Principal's Month and celebrating district achievements, including teacher awards, student honors such as National Merit semifinalists, and literacy initiatives like the Reading Buddies program featured in the Lifting Literacy campaign. She closed by paying tribute to the legacies of two longtime educators. Director DePass highlighted the career of Dr. Harriet Adair and Mr. Michael "Chappie" Grice, and requested that her Board colleagues support her in directing the Superintendent to engage in the renaming process to name the Center for Black Student Excellence after the two of them. Board Members agreed to direct the superintendent to begin the renaming process. Dr. Adair provided comments on the recognition.

## Student Representative's Report

Time: 6:48 pm

Student Representative Ian Ritorto commented on Ms. Lane's selection of Regional Teacher of the Year, noting his personal experience with her as a teacher. He shared there are a lot of student spots open for Board Committees, and encouraged anyone interested to email him. The first meeting of the District Student Council is scheduled before the next Regular Board Meeting.

## Student and Public Comment

Time: 6:49 pm

- Cathy Huck – Shared concerns about the mandatory transferring of paraeducators to an outside contractor.
- Jocelynn Haley Cambier, Erin Jones, and Bobby Rowett – Urge to District to add a teacher to the Vietnamese Dual Language Immersion first grade classroom.
- Representative Thuy Tran with Students Larkin and Hunter – Requested that an additional teacher be added to the first grade Vietnamese Dual Language Immersion program classroom.

Chair Wang provided comments on Dual Language Immersion programs. Dr. Armstrong shared that the Dual Language programs do need additional support, and a team is working with the principal to utilize support, adding that part of the right sizing process is looking at programming. There was discussion regarding the Vietnamese Dual Language Immersion program.

## Board Committee and Conference Reports

Time: 7:17 pm

- **Audit Committee** – Director Sullivan highlighted the agenda for the upcoming meeting.
- **Facilities Improvement Oversight Committee and Committee** – Director La Forte highlighted the topics discussed at the most recent meeting and noted upcoming topics for the full board's consideration. There was discussion on maintenance funding. Board members provided comments on the seismic report.
- **Policy Committee** – Vice-chair DePass highlighted the agenda for the upcoming meeting.
- **Teaching, Learning, & Enrollment Committee and Committee** – Director Chase-Miller highlighted the topics discussed by the committee at the last two meetings
- **CUBE Conference Report** – Board members highlighted their take-aways from their recent attendance at the CUBE Conference.

## Resolution to Approve the Charter for the Facilities Improvement and Oversight Committee (Resolution 7202)

Director LaForte summarized the charter, including the key focuses of the Committee. Director Wang proposed an amendment to revise Section 2.A.1 to strike the word key and change the word "approvals" to "recommendations". There was discussion regarding the best way to present proposed revisions to documents that are being voted on. It was noted that while Committee Charters do not require approval by the full Board, Director La Forte requested that the board vote on the Charter for the Facilities Improvement and Oversight Committee.

Actions:

- Director Sullivan moved and Director Splitt seconded the motion to adopt Resolution 7202 Resolution to Approve the Charter for the Facilities Improvement and Oversight Committee as revised. The motion was put to a voice vote and passed as (7 yes – 0 no – 0 abstain)

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

Subsidiary Motions:

- Director Wang moved and Director DePass seconded the motion to revise Section 2.A.1 to strike the word key and change the word “approvals” to “recommendations”. The motion was put to a voice vote and passed (7 yes – 0 no – 0 abstain)

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

**Bond Accountability Committee (BAC) Quarterly Report**

Time: 7:48 pm

Bond Accountability Committee (BAC): Cara Turano – Committee Chair

Staff: Sarah Norman – Senior Director, Office of School Modernization

Staff introduced Cara Turano, thanking her for her time as the Committee Chair and all of the BAC members for their time. Ms. Turano presented an overview of the Bond Accountability Committee’s report, noting that their job is to review whether revenues are being spent as intended, the adequacy of bond budgets, and project timelines. She highlighted their key findings as of their last report, including the completion rates and whether spending was within budget for the various projects by the Bond year.

**Jefferson HS Modernization Revised Comprehensive Plan (Resolution 7187)**

Time: 8:09 pm

Staff: Sarah Norman – Senior Director, Office of School Modernization; and Steve Effros – Senior Project Manager

Superintendent Armstrong provided an overview of the history of the Jefferson Modernization project. Staff provided an overview of the updated Comprehensive plan, including the changes made from the original approval, the projected schedule, a comparison of the budget summary and next steps. It was noted that the contractor’s estimates came back within 3% of the district’s estimate. Board Members asked questions and provided comments, with topics including athletic field projects, full electrification, and students remaining on site during construction.

Actions:

- Director DePass moved and Director Splitt seconded the motion to adopt Resolution 7187, Resolution Authorizing Amending the Jefferson High School Modernization Comprehensive Plan. The motion was put to a voice vote and passed (7 yes – 0 no – 0 abstain)

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

**Cleveland HS Modernization Revised Comprehensive Plan (Resolution 7188)**

Time: 8:33 pm

Staff: Sarah Norman – Senior Director, Office of School Modernization; and Erik Gerding – Senior Project Manager

Staff provided an overview of the updated Comprehensive plan, including the key features and changes of the building, the projected schedule and budget and the next steps. Board Members asked questions about the plan including the structure type and sequencing of the athletic facilities.

Public Comment:

- Liz Super – Requested that the Board continue to work with Portland Parks and Recreation for a lease or land swap to support Cleveland Athletics.

Actions:

- Director Engelsman moved and Director La Forte seconded the motion to adopt Resolution 7188, Resolution Authorizing Amending of the Cleveland HS Modernization Revised Comprehensive Plan. The motion was put to a voice vote and passed (7 yes – 0 no – 0 abstain)

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Absent (unofficial)

**Authorizing Stipends for Current and Future Board Members**

- Authorizing a Stipend to the Current and Future Director from Zone 1 (Resolution 7189)
- Authorizing a Stipend to the Current and Future Director from Zone 2 (Resolution 7190)
- Authorizing a Stipend to the Current and Future Director from Zone 3 (Resolution 7191)
- Authorizing a Stipend to the Current and Future Director from Zone 4 (Resolution 7192)
- Authorizing a Stipend to the Current and Future Director from Zone 5 (Resolution 7193)
- Authorizing a Stipend to the Current and Future Director from Zone 6 (Resolution 7194)
- Authorizing a Stipend to the Current and Future Director from Zone 7 (Resolution 7195)

Time: 8:56 pm

Director Wang provided a summary of Board Stipends, including noting that it is now allowable by the state legislature. Board members provided comments, including noting that a stipend may encourage a more diverse Board.

Actions:

- Director DePass moved and Director La Forte seconded the motion to adopt Resolution 7189 - Authorizing a Stipend to the Current and Future Director from Zone 1. The motion was put to a voice vote and passed (6 yes – 0 no – 1 recused [Splitt due to an actual conflict])

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Split: Recused; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Absent (unofficial)

- Director Sullivan moved and Director Engelsman seconded the motion to adopt Resolution 7190, Authorizing a Stipend to the Current and Future Director from Zone 2. (6 yes – 0 no – 1 recused [DePass due to an actual conflict])

Chase-Miller: Yes; DePass: Recused; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Absent (unofficial)

- Director Chase-Miller moved and Director Splitt seconded the motion to adopt Resolution 7191 Authorizing a Stipend to the Current and Future Director from Zone 3. The motion was put to a voice vote and passed (6 yes – 0 no – 1 recused [Sullivan due to an actual conflict])

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Recused; Wang: Yes; Student Representative Ritorto: Absent (unofficial)

- Director Engelsman moved and Director Splitt seconded the motion to adopt Resolution Authorizing a Stipend to the Current and Future Director from Zone 4 (Resolution 7192). The motion was put to a voice vote and passed (6 yes – 0 no – 1 recused [Chase-miller due to an actual conflict])

Chase-Miller: Recused; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Absent (unofficial)

- Director Sullivan moved and Director DePass seconded the motion to adopt Resolution 7193, Authorizing a Stipend to the Current and Future Director from Zone 5. The motion was put to a voice vote and passed (6 yes – 0 no – 1 recused [La Forte due to an actual conflict])

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Recused; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Absent (unofficial)

- Director La Forte moved and Director Sullivan seconded the motion to adopt Resolution 7194, Authorizing a Stipend to the Current and Future Director from Zone 6. The motion was put to a voice vote and passed (6 yes – 0 no – 1 recused [Engelsman due to an actual conflict])

Chase-Miller: Yes; DePass: Yes; Engelsman: Recused; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Absent (unofficial)

- Director Splitt moved and Director Sullivan seconded the motion to adopt Resolution 7195, Authorizing a Stipend to the Current and Future Director from Zone 7. The motion was put to a voice vote and passed (6 yes – 0 no – 1 recused [Wang due to an actual conflict])

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Recused; Student Representative Ritorto: Absent (unofficial)

### **Break**

Time: 9:10 – 9:16 pm

### **Annual Division 22 Report - Public Comment Accepted**

Time: 9:17 pm

Margaret Calvert – Assistant Superintendent, School Planning and Modernization; Kristina Howard – Senior Chief of Academics; Joanna Tobin –Senior Director, Middle Grades Core Academics

Superintendent Armstrong introduced the Division 22 report for the 2024-25 school year. Staff outlined rule revisions, areas where the district meets or exceeds requirements, and areas in partial compliance with corrective action plans in place. Discussion focused on high school scheduling and ongoing work to address compliance issues, including diploma requirement communication, physical education access, instructional materials adoption, TAG program updates, required instructional time, and menstrual dignity efforts. Board members asked questions about scheduling practices and student course loads, with staff clarifying that seniors often have flexibility due to the district's eight-period schedule and established review processes. It was noted that an opportunity for public comment was offered, but none was received.

### **Resolution to Approve Postponement of the Regular Purchase of State-Adopted Instructional Materials (Resolution 7201)**

Time: 10:02 pm

Kristina Howard – Senior Chief of Academics; Joanna Tobin –Senior Director, Middle Grades Core Academics

Staff provided an overview of the request to postpone the purchase of the state-adopted instructional materials. Board members provided comments, including noting that the curriculum adoption cycle is one of many unfunded mandates and that if a curriculum is working well it may not need to be updated as often.

#### **Actions:**

- Director Sullivan moved and Director DePass seconded the motion to adopt Resolution 7201, to Approve Postponement of the Regular Purchase of State-Adopted Instructional Materials. The motion was put to a voice vote and passed (7 yes – 0 no – 0 abstain)

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Absent (unofficial)

### **Outdoor School Update**

Time: 10:10 pm

Deborah Kafoury – Chief of Staff and Michelle Morrison – Chief Financial Officer

It was noted that a memo was provided in the meeting materials. There was discussion regarding the outdoor school funding gap and potential next steps.

### **Finance Focus**

Time: 10:15 pm

Michelle Morrison – Chief Financial Officer

Staff provided an overview of the Public Employee Retirement System (PERS) Advisory Rates for 2027-29 and highlighted the preliminary budget process that is currently in process. It was noted that the average point increase is projected to be 4% of payroll costs, with the individual district rates expected in December. There was discussion regarding funding advocacy.

### **Consent Agenda: Resolutions 7196 through 7200**

Time: 10:26 pm

There was no discussion and no items were pulled from the agenda.

Actions:

- Director Splitt moved and Director La Forte seconded the motion to adopt the Consent Agenda, including Resolutions 7196 through 7200. The motion was put to a voice vote and passed (7 yes – 0 no – 0 abstain)

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Absent (unofficial)

### **Other Business / Committee Referrals**

10:28 pm

Chair Wang shared that they are working to schedule a board self-evaluation on February 24, 2025.

### **Adjourn**

The meeting was adjourned at 10:30 pm by Chair Wang.

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Submitted by:

Kara Bradshaw  
Executive Assistant/Board Clerk  
Portland Public Schools

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**Resolutions As Adopted**

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**RESOLUTION No. 7185**

Resolution Proclaiming the Celebration of National Hispanic Heritage Month in Portland Public Schools

**RECITALS**

- A. Hispanic Heritage Month was started as a heritage week in 1968 and begins on September 15, which is the anniversary of the independence of five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua.
- B. Hispanics and Latinos have enriched and positively shaped our community. From those whose roots trace back generations to those who have recently arrived to pursue the promise of the United States, they represent the spirit of our American Dream: with hard work and an education, you can build a better life for yourself and a better future for your children and make profound contribution in education, medicine, art, culture, and public service and have been a consistent and vital influence in our community's growth and prosperity.
- C. Our schools honor and preserve the linguistic and cultural assets of students through student clubs like MECHA and enrichment programs such as our Dual Language Immersion, Ethnic Studies, Critical Race Theory courses, and the option to obtain a seal of Biliteracy upon graduation that honor and enrich the diverse backgrounds of our heritage Spanish-speakers, while exposing non-Spanish speakers to diverse multilingual and multicultural perspectives;
- D. We recognize that when we lift up Hispanic/Latino students, staff, families, and community members, we strengthen our entire district; when we create more pathways to educational opportunity, we provide the chance for all students to reach their greatest potential;
- E. Understanding, recognizing, and promoting the assets of our Hispanic and Latino students, staff, families and community is an important part of celebrating Hispanic Heritage Month;
- F. Portland Public Schools has a Racial Education Equity Policy that is aligned to our District's vision of the Graduate Portrait and states our commitment to affirmatively overcome the educational barriers that have resulted in a persistent, unacceptable gap for students of color and to give each student the opportunity and support to meet his or her highest potential;
- G. Closing opportunity gaps while raising achievement for all students is the top priority of the Board of Education, the Superintendent, and all district staff; and
- H. The Portland Public Schools Board of Education believes each and every student is to be celebrated and appreciated for the distinct and vibrant contributions made by sharing cultures, language, ideas, beliefs and values within a school community.

**RESOLVED**

The Portland Public Schools Board of Education hereby promotes September 15<sup>th</sup> through October 15<sup>th</sup> as Hispanic Heritage Month and encourages staff, students, and community to observe, recognize, and celebrate the culture, heritage, and economic contributions of Hispanics and Latinos to Portland, Oregon, and the United States through culturally relevant activity, and to learn from the past and understand the experiences that have shaped the United States.

## **RESOLUTION No. 7186**

### Resolution Recognizing Indigenous Peoples' Day

#### **RECITALS**

- A. The Board of Education ("Board"), recognizes that the Indigenous Peoples of the lands that would later become known as the Americas have occupied these lands since time immemorial.
- B. What is now known as Portland is situated on the traditional homelands and villages of the Multnomah, Clackamas, Kathlamet, Tualatin, Kalapuya, Cowlitz, and Molalla Nations. In addition to these respected Nations, this land was historically home to more than 60 tribal nations who were forcibly removed, and whose federal recognition was unjustly terminated under the Western Oregon Indian Termination Act of 1954..
- C. The Board values the many contributions made to our very own community and the world through Indigenous Peoples' knowledge, labor, technology, science, philosophy, arts, and cultural practices that have substantially shaped the character of Portland and the State of Oregon.
- D. The Board has a responsibility and duty to oppose systemic racism toward Indigenous Peoples in the United States, which perpetuates inequities in health, income, housing, employment, and education, and contributes to disproportionate social crises.
- E. The Board seeks to confront prejudice and counteract discrimination and institutionalized racism, and to promote awareness, understanding, and positive relations among Indigenous Peoples and all other segments of our District.
- F. The Board affirms the State of Oregon's Tribal History/Shared History (SB 13) requirement. It recognizes its importance in ensuring that all students learn the histories, cultures, governments, and sovereignty of Oregon's nine federally recognized Tribes: the Burns Paiute Tribe, the Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians, the Coquille Indian Tribe, the Cow Creek Band of Umpqua Tribe of Indians, the Confederated Tribes of Grand Ronde, the Klamath Tribes, the Confederated Tribes of the Umatilla Indian Reservation, the Confederated Tribes of the Warm Springs Reservation, and the Confederated Tribes of Siletz Indians.
- G. The Board recognizes the importance of partnering with Tribal governments and Indigenous-led community organizations and actively encourages the development and nurturing of strong, respectful, and lasting relationships. These partnerships are essential to ensuring that Portland Public Schools reflects, respects, and responds to the diverse needs and voices of Indigenous Peoples.

#### **RESOLUTION**

- 1. The Board strongly encourages all Portland Public Schools staff to continue implementing culturally sustaining curricula, including Oregon's Tribal History/Shared History (SB 13), and to meaningfully integrate the rich histories, vibrant cultures, and enduring political sovereignty of Indigenous Peoples throughout the educational experience. We believe that honoring and uplifting these stories is not only essential to a well-rounded education is also a step toward truth, respect, and reconciliation.
- 2. The Board recognizes the second Monday of October as Indigenous Peoples' Day to honor the enduring strength, resilience, and invaluable contributions of Indigenous Peoples, including the vital presence and leadership of Portland Public Schools' own Indigenous staff, students, and their families.

3. The Board wholeheartedly endorses the well-being, identity affirmation, and academic growth of every Portland Public Schools student, especially American Indian and Alaska Native students, recognizing that nurturing their unique identities and voices through culturally sustaining practices and deep, ongoing partnerships with families and Tribal communities is essential to creating a truly inclusive and empowering educational environment.

**RESOLUTION No. 7187**

Resolution Authorizing Amending the Jefferson High School  
Modernization Comprehensive Plan

**RECITALS**

- A. The Board of Education adopted resolutions 6627 authorizing a Comprehensive Plan for the modernization of Jefferson High School.
- B. The District has proposed revisions to the Jefferson High School Comprehensive Plan to, among other things, revise the size of the modernized school to approximately 300,000 square feet and to begin construction of the new building at the start of 2027, concluding in the spring of 2029. Those revisions were presented to the Facilities Improvement & Operations Committee on September 16th 2025.

**RESOLUTION**

- 1. The Board of Education authorizes a revised Jefferson High School Comprehensive Plan as detailed on Exhibit A.

# BORA

## Jefferson High School Modernization Revised Comprehensive Plan Executive Summary DRAFT

August 15, 2025

### EXECUTIVE SUMMARY

#### **Process & Timeline:**

In December 2022, the PPS Board of Education approved the Jefferson High School Comprehensive Plan, as follows:

- Total hard costs: \$291,057,660 [including construction costs, 1.5% GET, hazardous material abatement, and public ROW improvements]
- Total project cost: \$366,000,000 [including soft costs, FF&E, contingencies and escalation]
- School capacity: 1,700 students +/-
- Includes spaces to support JHS unique programs, such as 1000-seat theater, dance studios, and construction CTE program
- Includes right-sizing of spaces to reflect lessons learned from other PPS modernized high schools
- Incorporates PPS' current Facility Standards
- Reflects PPS' Climate Crisis Response Policy and Resiliency Goals
- Schedule: Phase 1 building and new Track & Field complete June 2026, Renovation of the 1909 building complete Fall 2028.

In June 2023, Andersen Construction's first estimate of the project showed that a phased renovation, keeping students on site during construction, was adding over \$150M to the project. Following a 3<sup>rd</sup> party VE workshop in July 2023, OSM directed the design team to design the project in a single phase in which students would swing off-site during construction.

In December 2023, the PPS Board of Education approved a change to the approach, where students would remain on campus during construction in the existing building, while a new building is constructed on the North end of the site. On April 2, 2023, the Board approved the following:

- Total hard costs: \$409,297,113 [including construction costs, 1.5% GET, hazardous material abatement, and public ROW improvements]
- Total project cost: \$490,752,796 [including soft costs, FF&E, contingencies and additional escalation]; the delta from the 2020 bond of \$124,745,297 would be included in a new bond.
- School capacity: 1,700 students +/-
- Includes spaces to support JHS unique programs, such as 1000-seat theater, dance studios, and construction CTE program
- Includes right-sizing of spaces to reflect lessons learned from other PPS modernized high schools
- Incorporates PPS' current Facility Standards
- Reflects PPS' Climate Crisis Response Policy and Resiliency Goals
- Schedule: New building complete June 2028, Demolition of existing building and new fields complete Fall 2029.

# BORA

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Based on this direction, Bora delivered a Schematic Design for JHS on September 9<sup>th</sup>, 2024. This project has been estimated by Andersen Construction and RLB [a third-party estimator], and after a Value Engineering effort the project was tracking on budget and schedule as follows:

- Total hard costs: at or below the budget of \$409M [including construction costs, 1.5% GET]
- School capacity: 1,700 students +/- with space to support JHS unique programs
- Schedule: building complete June 2028, and site complete June 2029

In December 2024, the JHS design team was directed to develop a series of cost reduction strategies for the JHS modernization, reducing project scope and costs associated with the 100% Schematic Design. A series of memos and meetings have informed this work:

1. "Cost Reduction Study Proposal and Deliverables Memo" issued December 9, 2024, and Appendix A, issued December 3, 2024, further clarified in the "High School Modernization Cost Reduction Study – Option Clarifications" issued on December 12, 2024;
2. Additional direction was provided in OSM in two ways: marked up comments in draft materials for CHS, JHS and IBW HS studies shared on 12/20/24, and a 10 AM phone conversation with OSM on 12/21/24 [recorded by OSM].

Bora delivered a Cost Reduction Study Phase 1 Package on December 24, 2024. The study provide (3) options framed within the parameters set by these memos and conversations, specifically that at least one option reaches a target construction budget of \$270M. The information for these studies was developed as a collaboration between PPS OSM, Design Team led by Bora and PPS' CMGC, Andersen Construction. Andersen has provided schedule input and ROM pricing. Bora's third-party estimator, RLB, was provided the draft submissions on December 17, 2024, and is compared overall costs with benchmarks from projects in other school districts in the area.

In February 2025, JHS design team was directed to develop a Cost Reduction Study Phase 2 that meets the framework provided in the Board Resolution No. 7051 to Adopt a Framework to Build High-Quality High Schools in a Cost-Efficient Manner. The design team has worked collaboratively with OSM to determine the revised scope and appropriate cost reductions. As part of the Cost Reduction Study Phase 2, the third-party estimator, RLB, delivered a cost model and draft project schedule based on the Cost Reduction Study Phase 2 package reviewed by OSM and the design team. OSM presented the JHS Modernization Budget and Scope based on the Cost Reduction Study Phase 2 at the 7/22 Bond Accountability Committee [BAC] as follows:

- Total hard cost range: \$356M-361M
- Total project budget range: \$464M-469M
- School capacity: 1,700 students +/- with space to support JHS unique programs, including the following modifications from December 2024:
  - o 295,290 GSF
  - o 500-seat Theatre
  - o No site buildings except a ticket booth.
  - o Schedule: early baseball field complete Fall 2026, building complete June 2029, and site complete June 2030

In Spring 2025, the design was directed to re-start the Phase 2 scope of services from the beginning with a new Schematic Design [SD] Phase based on the Cost Reduction Study Phase 2 package. During SD discussions with PPS and the OSM team, the design team was directed to revise the following major scope and schedule items from the Cost Reduction Study Phase 2:

- Increase the theatre size to 720 seats by adding a 220-seat balcony to the 500-seat theatre footprint.
- Add a 360gsf field support building to include concessions and single-user restrooms
- Include the softball field as part of the early field work.

# BORA

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Per discussions in late July 2025, the OSM team directed the design team to further revise the Comprehensive Plan to include modifications from the 2025 SD phase. The Cost Reduction Study Phase 2 budget and schedule were modified as follows:

- Total hard cost: \$357.6M
- Total project cost: \$465.6M
- Schedule: early baseball & softball field complete Fall 2026, building complete June 2029, and site complete June 2030

# BORA

**Previous Design:** The Jefferson High School modernization paused work at the completion of the 50% Design Development progress set on December 6, 2024. The basis of the Cost Reduction Study is the last reconciled cost estimate by Andersen and RLB, the 100%SD Revision 2 Estimate with a Construction Cost of \$415,593,991 for a building size of 322,451 gross square feet.

**Site Constraints:** The JHS site is extremely constrained. At only 14.2 acres, the site is roughly 5 blocks long by 1.5 block wide. This narrow configuration means it barely has enough area to fit a track & field and a combination baseball / multipurpose field. Consequently, some cost-reduction measures are not feasible:

- *Not enough room to fully utilize tilt-up concrete construction. It will be evaluated where achievable.*
- *To meet the full 1700-student program, the structure must be 4 stories tall.*

The following matrix summarizes the revisions to the Comprehensive Plan from the 2024 100% SD design:

### Revised Comprehensive Plan Comparison

	Previous Design 2024 100% SD	Revised Comprehensive Plan
Building Size (GSF)	322,451	299,044
Student Capacity	1700	1700
Teaching Stations	73	73
Deviate from Standards	No	No
Site Program		
Track & Field	New	New
Baseball	New	New
Softball	New	New
Tennis	New	New
Swing	No	No
School Opening Date	Building: Fall 2028 Track: Fall 2029	Building: Fall 2029 Track: Fall 2030
<b>ROM cost</b>	<b>\$409M</b>	<b>\$357.6M</b>

There will be no change to the following project criteria:

1. **Students will remain on-site for the duration of construction.** This will require at least two-phases of work.
2. **Capacity will remain at 1700 students** at 85% classroom utilization
3. **Building on the North end of the site** to maximize the new athletic fields provided.

# BORA

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## REVISIONS TO THE COMPREHENSIVE PLAN

### Revisions to the Comprehensive Plan Summary:

- The revised Comprehensive Plan proposes a compact, four-story, 299,044 GSF building on the North side of the site, accommodating 1,700 students at 85% utilization.
- Key area changes are outlined below; the most significant changes from 2024 100% SD scope are the reduction of the 1000 Seat Theater and removal of dedicated Community Partner Spaces: Indian Education and SEI Coordinator Office. Classrooms have increased in size from 920sf to 950sf.
- Softball will be added to the early fields construction scope. All other construction phasing will remain unchanged.
- There has been no change to the following:
  - o Commitment to PPS Climate Policy. Maintains all-electric infrastructure.
  - o Inclusion of PPS's Facility Standards.
  - o Inclusion of 1.5% of the construction budget will be allocated for Green Energy Technology in accordance with Oregon State law.
  - o Overall Construction Phasing: In the first phase, students will remain on site in the existing school buildings during the construction of the new school. Upon completion of the new school, students will occupy the new facility and the old school buildings will be demolished. Following demolition of the old school, a second phase of construction will complete the site work for the modernization project. To avoid the complete loss of athletic fields during construction, early fields will be permitted and constructed during the first construction phase. This work will be scheduled for completion before demolition of the existing track and field begins.
- Site Changes from the 2024 100% SD Scope
  - o Remove the Teen Parent Center and majority of the all-user restrooms from the site support program. The Teen Parent Center and site accessed all-use restrooms will be located in the building.
  - o The site support program has been reduced to:
    - (1) building with (2) single-user restrooms and site concessions.
    - (1) independent ticket booth at the entrance to the crossblock.
  - o Site storage will be located below the grandstands only.
  - o Remove improvements at the Kerby Grove.
  - o Reduce site improvements at cross block connection by 15%.
- Building from the 2024 100% SD Scope
  - o Reduce the GSF to 299,044, see program summary
  - o Locate the Main Gym to the first floor
    - Reduces area and stairs for egress
    - Reduces structural requirements below Main Gym
  - o Reduce the size of the Theatre from 1000 seats to 720 seats including a balcony.
  - o Net to Gross multiplier decreased from 46% to 42% from the 100%SD Design
  - o Optimize the building layout and structure for the base classroom mechanical option, see Mechanical Narrative
  - o Reduce number of main entrances with event lobbies from three to two minimum
  - o Avoid stacking program which requires vibration mitigation over other learning spaces, i.e. Dance Studios, Auxiliary Gym, etc.
  - o Optimize solar orientation to reduce mechanical loads from a West classroom orientation

### Site Program Summary:

- Demolition and abatement of the existing school.

# BORA

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- The 14.02-acre site includes: a new grandstand with weatherproof storage below, track and football field, combined baseball field and practice soccer field, softball field and (4) tennis courts
  - The site will include a City of Portland required public cross block connection south of the new building, PBOT required ROW and sidewalk improvements, and fencing around the main Jefferson HS site and the parcel south of Alberta.
  - The parking scope will include:
    - o Updates to the existing Kerby parking lot to conform to existing zoning. No other upgrades are assumed in this area.
    - o New parking lot within the parcel south of Alberta.
  - Reduce site improvements at cross block connection by 15%.
  - The site support program has been reduced to:
    - o (1) building with (2) single-user restrooms and site concessions.
    - o (1) independent ticket booth at the entrance to the crossblock. No site improvements at the Kerby Grove

## **Building Program Summary:**

- Accommodates 1,700 students at 85% Utilization [requires some sharing of classrooms, shared teacher planning spaces are provided]
- Program adjusted from the 2024 100% SD scope including:
  - o Theatre reduced to a 720-seat with balcony from a 1000-seat with balcony
    - Theatre maintains features such as the sound and light locks, orchestra pit, fly-tower and grid iron
  - o Highlighted program removed:
    - Dedicated Community Partner Spaces: SEI Coordinator Offices and Indian Education
    - (2) Team Rooms
    - Student Mediation
    - Student Government Office
    - Library Classroom
    - School Archive Room
  - o Reduced Gym Size
  - o Reduced locker count from 1700 to 1000
  - o Reduced Dance Studios by 700sf each
  - o Reduced Choir Room by 200sf
  - o Modifies the following, with agreement from OSM:
    - Target Net to Gross multiplier of 42%
    - Standard classroom size reduced from 980 SF to 950 SF
    - Updates single user restrooms to 64 SF to meet current code requirements

# BORA

**Area Program Summary** [compare with page 49 of 2017 Education Specification [Page 55 of PDF]  
<https://www.pps.net/cms/lib/OR01913224/Centricity/Domain/58/PPS%20Comp%20HS%20Ed%20Specs%20September%202017.pdf>

**2025 SD Jefferson High School Program - 1700 Students at 85% Utilization**

<b>SUMMARY</b>					
Recommended / Preferred / Optional	Recommended		Pref / Opp		950
AREA	Quant.	SF Room	Quant.	SF Room	Total
<b>COMPREHENSIVE HIGH SCHOOL PROGRAM - TEACHING STATIONS</b>					
General Education (Gen-Ed) Classrooms	39				41,050
Science Labs	11				17,880
Fine & Performing Arts (Drama, Theater)	7				36,230
Career Preparation/CTE <sup>3</sup>	6				11,750
Athletics (includes area for P.E. instruction)	4				38,510
Education Support <sup>4</sup>					57,960
SPED	5				
ELL	1				
<b>Sub-Total Recommended Teaching Stations</b>	<b>73</b>				<b>203,380</b>
Community Partners <sup>5</sup>					660
Wrap-Around Service Providers <sup>5</sup>	0				4,353
<b>Sub-Total</b>					<b>5,013</b>
<b>SUB-TOTAL COMPREHENSIVE HIGH SCHOOL REQUIRED AREA</b>					<b>208,393</b>
<b>Net to Gross Ratio of 43.5% <sup>6</sup></b>					<b>90,651</b>
<b>TOTAL COMPREHENSIVE HIGH SCHOOL REQUIRED</b>					<b>299,044</b>

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## Schedule Summary:

The design schedule for the revised Comprehensive Plan assumes the following:

- 6-month Schematic Design Phase with a 1-month GC Coordination phase, 5-month Design Development Phase, 8-month Construction Documents Phase.
- Students remain in the existing building during construction of the new building, resulting in a “phased” construction process.
- Early baseball and softball field delivery is provided to support on-site athletics during construction. This results in three rounds of permit review.
- Most of the complexities stemming from a phased project, site utility scope, and a compact building will remain the same as the current project scope. The scope of site improvements will also remain nearly the same.
- The schedule assumes the following:
  - CMGC pricing at 100% Schematic Design
  - 26-month Construction duration for the new building to allow for move in Fall 2029

## Attachments:

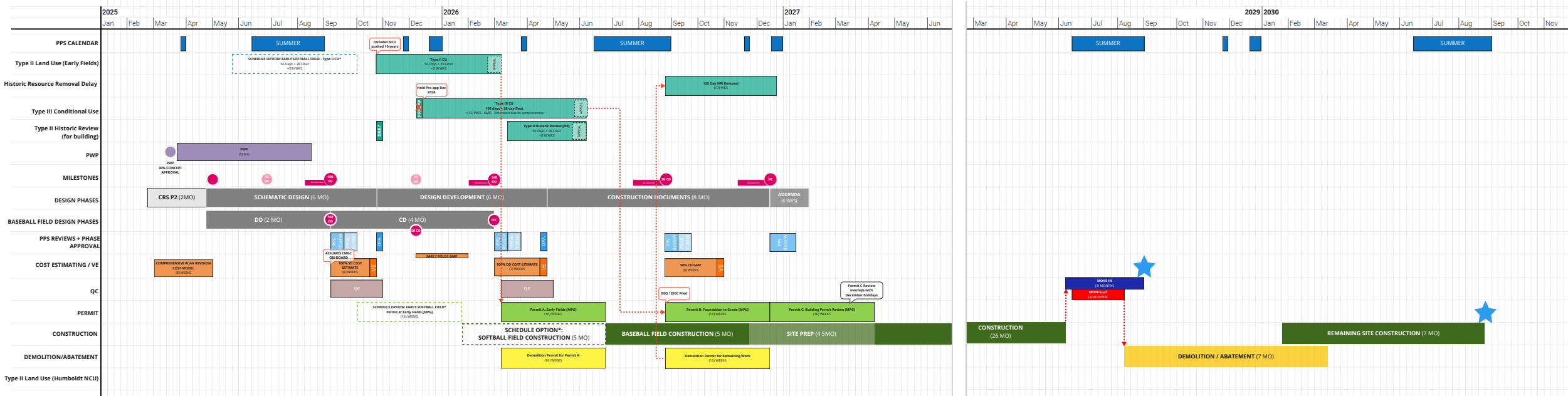
- Exhibit 1: REVISED DESIGN AND CONSTRUCTION SCHEDULE
- Exhibit 2: 2025 SD SPACE PROGRAM
- Exhibit 3: 2025 SD REVISED SITE PLAN
- Exhibit 4: 2025 SD PROGRAM FLOOR PLANS
- Exhibit 5: REVISED UPDATED BUILDING MASSING
- Exhibit 6: COST REDUCTION STRUCTURAL NARRATIVE
- Exhibit 7: COST REDUCTION MECHANICAL NARRATIVE
- Exhibit 8: COST REDUCTION STUDY LAND USE NARRATIVE
- Exhibit 9: REVISED COMPREHENSIVE PLAN COST MODEL
- Exhibit 10: DRAFT CONSTRUCTION SCHEDULE FROM RLB

# PRELIMINARY DESIGN SCHEDULE

JHS  
Updated 3/21/25

October 14, 2025 - Regular Meeting

EXHIBIT 1



\*Early Softball Field phase is being reviewed with OSM. This is not included in project scope at this time

**2025 SD Jefferson High School Program - 1700 Students at 85% Utilization**

**SUMMARY**

Recommended / Preferred / Optional	Recommended		Pref / Opp		950
AREA	Quant.	SF Room	Quant.	SF Room	Total
<b>COMPREHENSIVE HIGH SCHOOL PROGRAM - TEACHING STATIONS</b>					
General Education (Gen-Ed) Classrooms	39				41,050
Science Labs	11				17,880
Fine & Performing Arts (Drama, Theater)	7				36,230
Career Preparation/CTE <sup>3</sup>	6				11,750
Athletics (includes area for P.E. instruction)	4				38,510
Education Support <sup>4</sup>					57,960
SPED	5				
ELL	1				
<b>Sub-Total Recommended Teaching Stations</b>	<b>73</b>				<b>203,380</b>
Community Partners <sup>5</sup>					660
Wrap-Around Service Providers <sup>5</sup>	0				4,353
<b>Sub-Total</b>					<b>5,013</b>
<b>SUB-TOTAL COMPREHENSIVE HIGH SCHOOL REQUIRED AREA</b>					<b>208,393</b>
<b>Net to Gross Ratio of 43.5% <sup>6</sup></b>					<b>90,651</b>
<b>TOTAL COMPREHENSIVE HIGH SCHOOL REQUIRED</b>					<b>299,044</b>

Notes:

- <sup>1</sup> Area program for 1,700 student enrollment. Required program refers to the education program needed to meet graduation requirements. The area program
- <sup>1</sup> Based on 980 SF/General education classroom
- <sup>2</sup> Areas identified in Area Program are more readily achieved in new construction; it is expected the area of rooms and spaces in existing buildings will vary
- <sup>3</sup> Each Comprehensive High School will contain a minimum of 6,000 SF for career preparation/CTE/Maker Space
- <sup>4</sup> Includes Optional Teacher planning/collaboration areas
- <sup>5</sup> Assumptions based upon current average area of partners/providers in high schools
- <sup>5</sup> Gross areas includes walls, corridor, circulation
- <sup>6</sup> Bold & Italics text in the quantity column identifies teaching stations
- <sup>6</sup> Gross area includes walls, corridors and circulation areas; 36% net to gross for new construction; ratio for modernization projects will vary depending on

**PPS Comprehensive High School(s) Area Program**

Recommended / Preferred / Optional	Recommended		Pref / Opp		
AREA	Quant.	SF Room	Quant.	SF Room	Total
<b>CORE PROGRAM <sup>7</sup></b>					
<b>Career Preparation   CTE <sup>8</sup></b>					
Classrooms		TBD per site			0
CTE Specialized Classrooms					
Art Room (Screenprinting CTE)	1	1,200			1,200
Darkroom (Screenprinting CTE)	1	400			400
Digital Media (Digital Photography CTE) (Computer Lab)	1	1,100			1,100
Product Design (CTE)	1	1,500			1,500
IT Cybersecurity (CTE) (Computer Lab)	1	1,100			1,100
Business & Marketing (CTE)	1	950			950
Recording Suite	1	600			600
Shop (Construction CTE)	1	3,700			3,700

Culinary Arts			
Robotics			
Maker Space	1	1,200	1,200
<b>Sub-Total Career Prep   CTE</b>	<b>6</b>		<b>11,750</b>
<b>General Education Classrooms - Core Program Recommendations<sup>9,10,11,12</sup></b>			
English	11	950	10,450
Math	8	950	7,600
Social Studies	8	950	7,600
Health	2	950	1,900
World Language	6	950	5,700
Electives <sup>13</sup>	4	950	3,800
<b>Sub-Total Gen Ed Classrooms</b>	<b>39</b>		<b>37,050</b>
<b>Specialized Classrooms - Core Program Recommendations</b>			
Science Lab	10	1,500	15,000
Health Sciences / Biotech Lab (CTE)	1	1,500	1,500
Chemical Storage	1	180	180
Prep Rooms	6	200	1,200
Electives	0	950	0
<b>Sub-Total Specialized Classrooms</b>	<b>11</b>		<b>17,880</b>
Smaller Instructional Spaces <sup>14</sup>		4	500
Flexible Learning Areas <sup>14</sup>		4	500
Sub-Total Preferred			
Sub-Total Optional			
Sub-Total Optional			4,000
<b>Sub-Total Recommended Classrooms</b>			<b>66,680</b>
<b>SUB-TOTAL RECOMMENDED: CORE PROGRAM WITHOUT FLEXIBLE LEARNING + SMALLER INSTRUCTIONAL</b>			<b>70,680</b>
Notes:			
<sup>7</sup> Bold italics text in quantity column indicates teaching station			
<sup>8</sup> See "Career Preparation Spaces" and "STE(A)M" for a list of Career Preparation   CTE   STE(A)M spaces. Space devoted to classrooms and/or labs for			
<sup>9</sup> See Education support for computer labs, SPED Learning Resource Centers, and ELL classrooms. Programmatic needs for ELL and SPED Resource			
<sup>10</sup> Classrooms greater than 1,000 SF require two exits			
<sup>11</sup> Advanced classes held in regular classrooms			
<sup>12</sup> Assumes general education classrooms could be used all periods. See classroom utilization in Program Development above.			
<sup>13</sup> "Electives" include core and non-core program subjects; some electives may require specialized classroom space which will make them unavailable for			
<sup>14</sup> Smaller Instructional Spaces and Flexible Learning Areas as defined in room information sheet are optional. HOWEVER, the general requirements,			

**PPS Comprehensive High School(s) Area Program**

Recommended / Preferred / Optional AREA	Recommended		Pref / Opp		Total
	Quant.	SF Room	Quant.	SF Room	

**FINE & PERFORMING ARTS**

Fine & Visual Arts

Art Room (2D)	1	1,200	1	1,700	1,200
Art Room (3D)	1	1,500	1	1,700	1,500
Kiln Room	1	200			200
Supply /Storage	1	280			280
Art Office(s)	0	120			0
<b>Sub-Total Fine &amp; Visual Arts</b>					<b>3,180</b>

Band/Orchestra <sup>24, 27</sup>

Band Room	1	2,200	1	2,400	2,400
Large Instrument Storage Room	1	250			250
Uniform & Robe Storage [shared]	1	300			300
Music Library [shared]	1	100			100
Small Equipment Storage	1	200			200
Large Practice Rooms/Music Lab	1	300	2	300	600
Small Practice Rooms	2	100	3	100	300
Band Office <sup>26</sup>	1	120			120
<b>Sub-Total Band/Orchestra</b>					<b>4,270</b>

Choir <sup>24, 27</sup>

Choir Room	1		1	1,500	1,500
Choir Office <sup>26</sup>			1	120	120
Equipment & Robe Storage			0	200	0
<b>Sub-Total Choir</b>					<b>1,620</b>

Sub-Total Preferred	6,700
Sub-Total Optional	1,700
<b>SUB-TOTAL RECOMMENDED FINE &amp; PERFORMING ARTS Fine &amp; Visual Arts</b>	<b>9,070</b>

Notes:

- #REF! Separate band and orchestra spaces are preferred. If installed as a single space, it should be able to accommodate band, orchestra, and choir functions (if
- #REF! Single music library to serve any combination of band/orchestra/choir room(s)
- #REF! Single office space to serve any combination of band/orchestra/choir rooms
- #REF! If separate choir room is not built, space for choir will be shared with band/orchestra

**PPS Comprehensive High School(s) Area Program**

Recommended / Preferred / Optional AREA	Recommended		Pref / Opp		Total
	Quant.	SF Room	Quant.	SF Room	

**FINE & PERFORMING ARTS**

Theater/Dance <sup>28</sup>

Theater (500 seat)	1	5,000	1	6,000	6,000
Theater Balcony (~220 seats)	1	2,200			2,200
Orchestra Pit	1	500			500
Stage	1	3,500			3,500
Drama Classroom/Black Box	1	1,600	1	2,600	1,600
Dance Studio	2	2,000			4,000
Dance Studio Storage	2	200			400
Dance Costume Storage	1	1,500			1,500
Dance Prop Storage	1	500			500
Dance Sewing & Costume Design	1	500			500
Dance Dye Station	1	100			100
Dance Tap Floor Storage	1	150			150
Dance Office / Conference	1	120			120
Arts Event Lobby (Multi-Purpose Production Area) <sup>29</sup>	NA		1	1,500	1,500
Laundry	1	250			250
Control Room	1	200			200
Sound Booth	1	100			100
Office	1	120			120
Box Office/Tickets <sup>29</sup>	1	100			100
Concession Stand <sup>30</sup>	1	100	1	200	100
Scene Shop	1	1,500			1,500

Equipment Storage	1	120		120
Lighting Storage	1	100		100
Theater Costume Storage	1	400		400
Make-up Room	1	500		500
All User Dressing	1	900		900
All User Toilet	2	40		80
All User Toilet / Shower	2	60		120
Green Room			1	400
Sub-Total Preferred				8,800
Sub-Total Optional				1,900

**SUB-TOTAL RECOMMENDED FINE & PERFORMING ARTS Theater/Dance 27,160**

Notes: **36,230**

#REF! Dance accommodated in Mat/Wrestling/Dance room. See Physical Education/Athletics.

#REF! If built, Multi-Purpose Production Area to include or be adjacent to shop, provide storage for equipment, lighting, costumes, make-up room, boy's and girl's

#REF! Box office and concession stand to be located with other public venues when possible.

**PPS Comprehensive High School(s) Area Program**

Recommended / Preferred / Optional AREA	Recommended		Pref / Opp		Total
	Quant.	SF Room	Quant.	SF Room	
<b>PHYSICAL EDUCATION/ATHLETICS</b>					
Athletics Events Lobby	1	1,400			1,400
<b>Gym (large; two teaching stations) <sup>31</sup></b>	<b>1</b>	<b>15,080</b>	<b>1</b>	<b>14,676</b>	<b>15,080</b>
Mat/Wrestling/Dance <sup>32</sup>	1	3,000	1	3,500	3,000
Mat/Wrestling/Dance Storage	1	300			300
Weight Room/Aerobics	1	2,500	1	3,000	2,500
Boy's PE Coaches Office	1	150			150
Girl's PE Coaches Office	1	150			150
Boy's Locker Room/Shower <sup>33</sup>	1	1,600			1,600
Girl's Locker Room/Shower <sup>33</sup>	1	1,600			1,600
Multi-purpose Toilet/Shower	3	150			450
PE Storage	2	200			400
Training Room	1	580			580
School Team Room (Large)	1	600	1	800	600
School Team Room (Small)	2	300	1	800	600
Athletic Storage - Large	1	1,000			1,000
Athletic Storage - Small	1	500			500
Ticketing / Concessions <sup>34</sup>	1	100	1	200	200
Laundry Room	1	200			200
Uniform/Equipment Storage	1	1,000			1,000
Gym (auxiliary - practice)	1	5,700	1	7,500	5,700
Auxiliary gym bleachers	1	1,000			1,000
Auxiliary gym storage	1	500			500

Field Equipment Storage <sup>35</sup>	0	1,000		0
<b>Sub-Total Preferred</b>			<b>28,876</b>	
<b>Sub-Total Optional</b>			<b>800</b>	
<b>SUB-TOTAL REQUIRED PHYSICAL EDUCATION/ATHLETICS</b>				<b>38,510</b>

Notes:

- #REF! Elevated running track is optional
  - #REF! Optional size should be used with two mats; storage for dance included in area
  - #REF! Locker rooms to use stacked baskets not individual lockers
  - #REF! Concession area to be combined with and in proximity to other public venues
  - #REF! Field Equipment Storage to be located outside of building. See "Site Requirements" for requirements related to outdoor athletic/recreational facilities
- <sup>24</sup> Auxiliary gym is optional at size noted. Preferred size is 7,500 SF

**PPS Comprehensive High School(s) Area Program**

Recommended / Preferred / Optional AREA	Recommended		Pref / Opp		Total
	Quant.	SF Room	Quant.	SF Room	
<b>EDUCATION SUPPORT</b>					
<i>Administration</i>					
Reception/Lobby	1	400			400
Waiting Areas	1	100			100
Principal's Office	1	200			200
Principal's Secretary	1	80			80
Vice Principal's Office	2	150			300
Vice Principal's Secretary	2	80			160
Dean of Students	1	120			120
<b>Teacher Planning/Collaboration Area</b>			<b>5</b>	<b>950</b>	<b>0</b>
Attendance	1	120			120
Bookkeeper	1	120			120
Campus Monitor Office	1	200			200
Resource Officers <sup>37</sup>	1	100			100
Camera Monitors <sup>37</sup>	0	100			0
Restrooms	2	64			128
Records Storage	1	50			50
Office Storage	1	125			125
Business Manager	1	120			120
Health Office	1	220			220
Sick Room	1	150	2	150	150
Sick Toilet	1	100			100
Student Support/Mediation Office	0	700			0
Student Support/Mediation Support	0	300			0
Staff Workroom/Mail/Delivery Process Center	1	300			300
Staff Break Room	0	400			0
Conference Rooms	2	150			300
Parent Volunteers/Family Resource/PTA/Boosters/Alumni Room	1	500			500
<b>Sub-Total Optional</b>				<b>5,050</b>	
<b>Sub-Total Administration</b>					<b>3,893</b>
<b>Sub-Total ADMINISTRATION without Teacher Planning/Collaboration Areas<sup>36</sup></b>					<b>8,643</b>
<i>Counseling/Career</i>					
Counseling Offices	5	120			600
Counseling Secretary/Waiting	1	400			400
Drug/Alcohol Counselor Office	1	125			125
Conference Room (large)	1	240			240
Conference Room (medium)	1	150			150
Career Center	1	700	1	980	700
Career Center Office	1	120			120
Career Counselor	1	100			100
Secure Records Storage	1	80			80

Restroom	2	64	128
<b>Sub-Total Counseling/Career</b>			<b>2,643</b>

Notes:

#REF! Teacher planning/collaboration areas as defined in room information sheet are optional. HOWEVER, the general requirements, functions, location, and  
<sup>37</sup> Resource officer and campus monitor to be in separate rooms; camera monitors to be located in main office

**PPS Comprehensive High School(s) Area Program**

Recommended / Preferred / Optional AREA	Recommended		Pref / Opp		Total
	Quant.	SF Room	Quant.	SF Room	
<b>EDUCATION SUPPORT</b>					
<i>Student Activities</i>					
Athletic Director & Staff	1	270			270
AD Support Staff	0	120			0
<b>Sub-Total Student Activities</b>					<b>270</b>
<i>Technology Access <sup>38</sup></i>					
Computer Lab (dedicated)	0	1,100			0
Computer Lab (non-specialized)	0	1,100			0
Computer Cart Storage	0	250			0
<b>Sub-Total Student Testing</b>					<b>0</b>
<i>Special Education (SPED)</i>					
Sensory Support Room (active)	1	350			350
Sensory Support Room (quiet)	1	150			150
Learning Resource Center Intensive Skills Classes <sup>39</sup>	3	950			2,850
Low Intensity Classroom (includes kitchen) Storage	2	950			1,900
Reception	1	100			100
Conference	0	100			0
Office [SPED & QMHP]	0	120			0
Office [SPED & QMHP]	2	100			200
Special Needs Toilet	1	200			200
Itinerants					
Speech Pathologist offices	2	120			240
Psychologist Offices	2	120			240
<b>Sub-Total SPED</b>					<b>6,230</b>
<i>Emerging Language Learning (ELL)</i>					
Emergent Bi-Lingual Classroom <sup>40</sup>	1	950			950
<b>Sub-Total ELL</b>					
<i>Student Center</i>					
Student Center/Commons: One lunch @ 600 students	1	7,800			7,800
Main Servery	1	1,400	1	1,800	1,400
Demo Kitchen	1	500			500
Food Prep/Kitchen	1	1,500			1,500
Dish Washing	1	200			200
Dry Storage/Cart Storage	1	500			500
Cooler	1	200			200
Freezer	1	200			200
Office	1	120			120
Staff Lockers/Dressing Rooms	1	150			150
Table Storage	1	400			400
Student Store	1	300			300
<b>Sub-Total Student Center</b>				1,800	<b>13,270</b>

Notes:

<sup>38</sup> Dedicated computer labs support specific programs/ curriculum within each school. Non-specialized computer labs provide school wide technology access

<sup>39</sup> Number of Life Skills classrooms dependent on number of students in each school needing life skills and/or medical support

<sup>40</sup> Assumes more ELL instruction in classrooms (push-in pedagogy)

**PPS Comprehensive High School(s) Area Program**

Recommended / Preferred / Optional	Recommended		Pref / Opp		Total
	Quant.	SF Room	Quant.	SF Room	
<b>AREA</b>					
<b>EDUCATION SUPPORT</b>					
<i>Media Center/Library <sup>41</sup></i>					
Library	1	3,200	1	4,500	3,200
Office	1	120			120
Workroom	1	200			200
Text Storage	1	400			400
Collaboration Space	1	400			400
Multi-use Rooms	3	150			450
IT Repair/Tech Coordinator	1	300			300
Library Classroom	0	0	1	950	0
<b>Sub-Total Media Center</b>				950	<b>5,070</b>
<i>Student Space</i>					
Student Government Room/Office <sup>42</sup>	0	200			0
<b>Sub-Total Student Space</b>					<b>0</b>
<i>Custodial</i>					
Custodial Office	1	350			350
Custodial Restroom / Shower	1	150			150
Freight / Receiving	1	550			550
Custodial Laundry	1	150			150
Custodial Rooms	10	150			1,500
Building Storage	1	1,000			1,000
Building Furniture Storage	1	500			500
Material Storage	1	500			500
Flammable Storage	1	100			100
<b>Sub-Total Custodial</b>					<b>4,800</b>
Notes:					
<sup>41</sup> Size of media center presumes renovation of existing larger space (auditorium in older structures). Optional space size is for new construction. Preference is					
<sup>42</sup> Student government areas should be located near Counseling/Career Center					

**PPS Comprehensive High School(s) Area Program**

Recommended / Preferred / Optional	Recommended		Pref / Opp		Total
	Quant.	SF Room	Quant.	SF Room	
<b>AREA</b>					
<b>EDUCATION SUPPORT</b>					
<i>Miscellaneous</i>					
Lobby	1	1,500			1,500
Student Lockers <sup>43</sup>	500	1			500
Student Toilets	10	480			4,800
Gender Neutral Toilet <sup>44</sup>	1	60	1	64	64
Gender Neutral Shower	1	100			100
Boiler Room [Main Mech Room]	1	4,000			4,000
MDF	1	180			180
IDF	11	100			1,100
Main Electrical Room	1	1,000			1,000
Emergency Electrical Room	1	300			300
Sub Electrical Room	10	100			1,000
Restroom (teacher planning/collaboration areas)	10	70			700

Riser Room	1	250		250
Water Entry	1	250		250
Satellite Water	1	100		100
Elevator Room	3	80		240
Mechanical Fan Rooms <sup>45</sup>			1	2,000
Corridors <sup>46</sup>			Variable	
<b>Sub-Total Miscellaneous</b>				<b>16,084</b>
<b>Sub-Total Preferred Educational Support</b>				<b>1,864</b>
<b>Sub-Total Optional Educational Support</b>				<b>3,450</b>
<b>SUB-TOTAL RECOMMENDED EDUCATIONAL SUPPORT</b>				<b>57,960</b>

Notes:

<sup>43</sup> Half size, double-stacked lockers are at the discretion of each school administration

<sup>44</sup> Provide at least one gender neutral restroom on each floor and near gym facilities. Also ensure at least one gender neutral and one accessible restroom are

<sup>45</sup> Preference is to locate mechanical fan rooms within building; otherwise mechanical fans should be located on roof

<sup>46</sup> See Corridor Characteristics

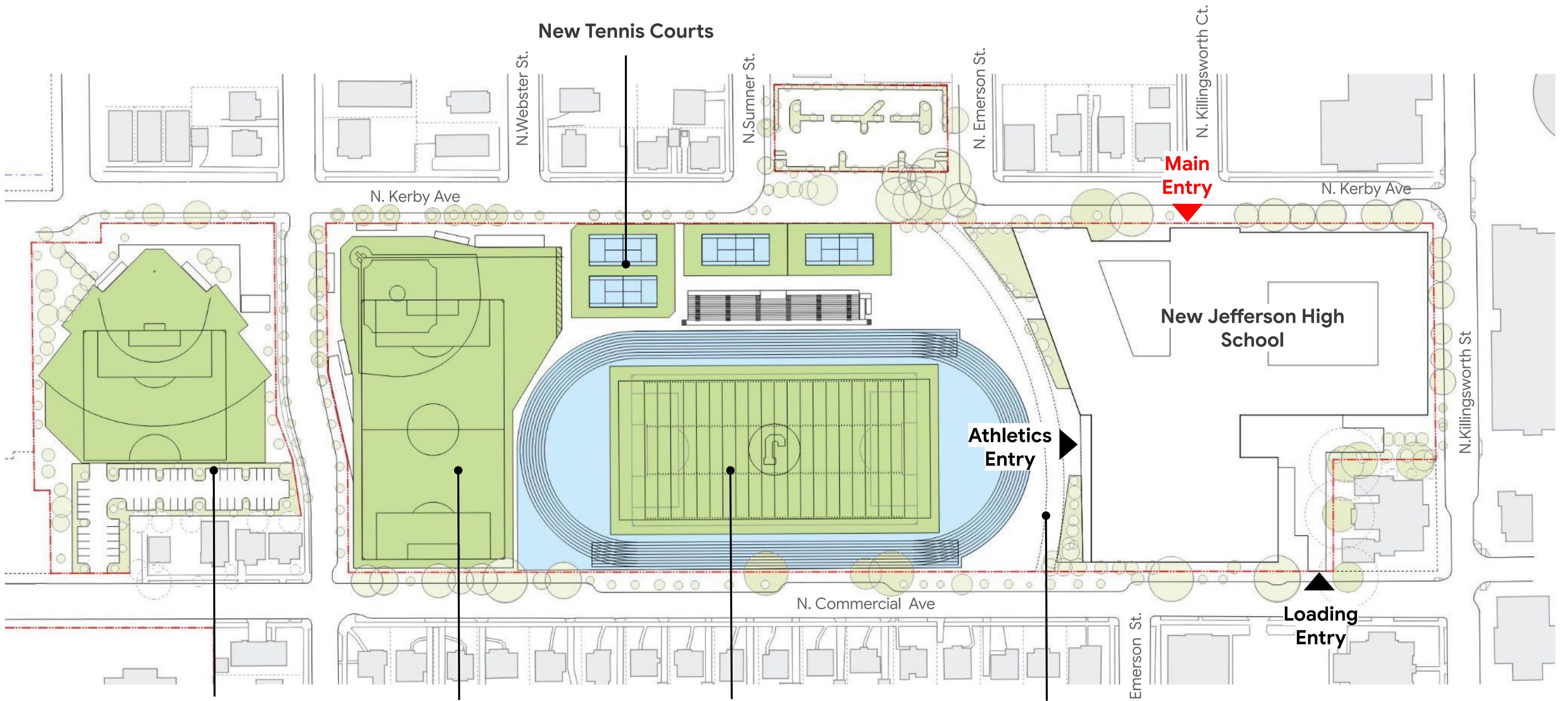
**PPS Comprehensive High School(s) Area Program**

Recommended / Preferred / Optional AREA	Recommended		Pref / Opp		Total
	Quant.	SF Room	Quant.	SF Room	
<b>PARTNER &amp; COMMUNITY USES <sup>47</sup></b>					
Partner Program Office	0		1	150	
Pantry / Partner Storage	2	80	1	200	160
Clothing/Food Closet	1	500	1	2,000	500
After School Instruction <sup>48</sup>			4	500	
<b>Sub-Total Preferred</b>				<b>2,000</b>	
<b>Sub-Total Optional Educational Support</b>				<b>850</b>	
<b>SUB-TOTAL COMMUNITY &amp; PARTNER USES</b>					<b>660</b>

**WRAP AROUND SERVICE PROVIDERS <sup>48</sup>**

<b>Health Clinic</b>					
Reception	1	125			125
Waiting	1	350			350
Office					0
Office, Service Provider [shared]	2	160			320
Conference/Break	1	180			180
Lab	1	160			160
Restroom	1	80			80
Exam Room	2	110			220
Exam Room, accessible/bariatric	1	130			130
Hall	1	180			180
<b>Sub-Total Health Clinic</b>					<b>1,745</b>
<b>Teen Parent Services</b>					
Infant Room <sup>49</sup>	1	250	1	50	250
Breastfeeding Room			1	64	64
Toddler Room	1	300			300
Crawler Room	1	300			300
Toilet	1	64			64
Toddler toilet room	1	90			90
Changing Area	1	50			50
Nap Area	1	100			100
Storage/Kitchen	1	300			300
Stroller Storage	1	100			100
Office	1	150			150
<b>Sub-Total Teen Parent Services</b>					<b>1,768</b>
Office Space Social Service Providers (Includes SUN, STEP UP and ESL)	7	120	5	200	840
Classroom(s)	0	950			0
<b>SUB-TOTAL WRAP AROUND SERVICE PROVIDERS</b>					<b>4,353</b>

# Final Condition Site Plan



New Tennis Courts

Main Entry

Athletics Entry

Loading Entry

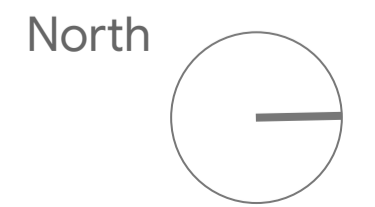
New Jefferson High School

New Softball / Soccer Field and Parking

New Baseball / Soccer Field

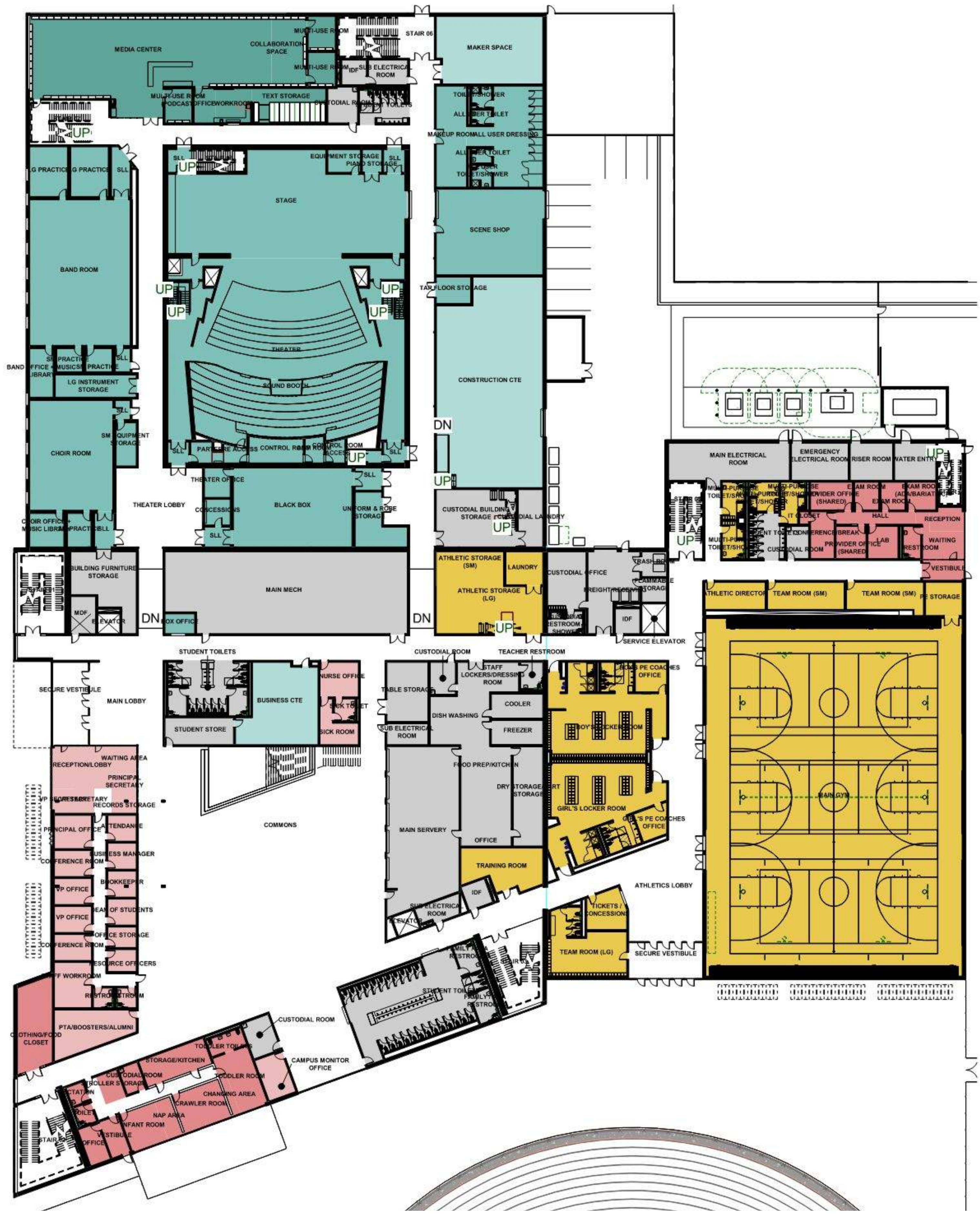
New Track / Field and Grandstands

New Crossblock Pedestrian Connection



# Floor Plan - Level 1

- ADMIN, COUNSELING & CAREER
- COMMUNITY & PARTNERS
- GENERAL CLASSROOMS & SCIENCE
- SPED
- FINE / GRAPHIC ARTS & CTE
- PERFORMING ARTS
- MEDIA CENTER
- ATHLETICS
- BUILDING SUPPORT



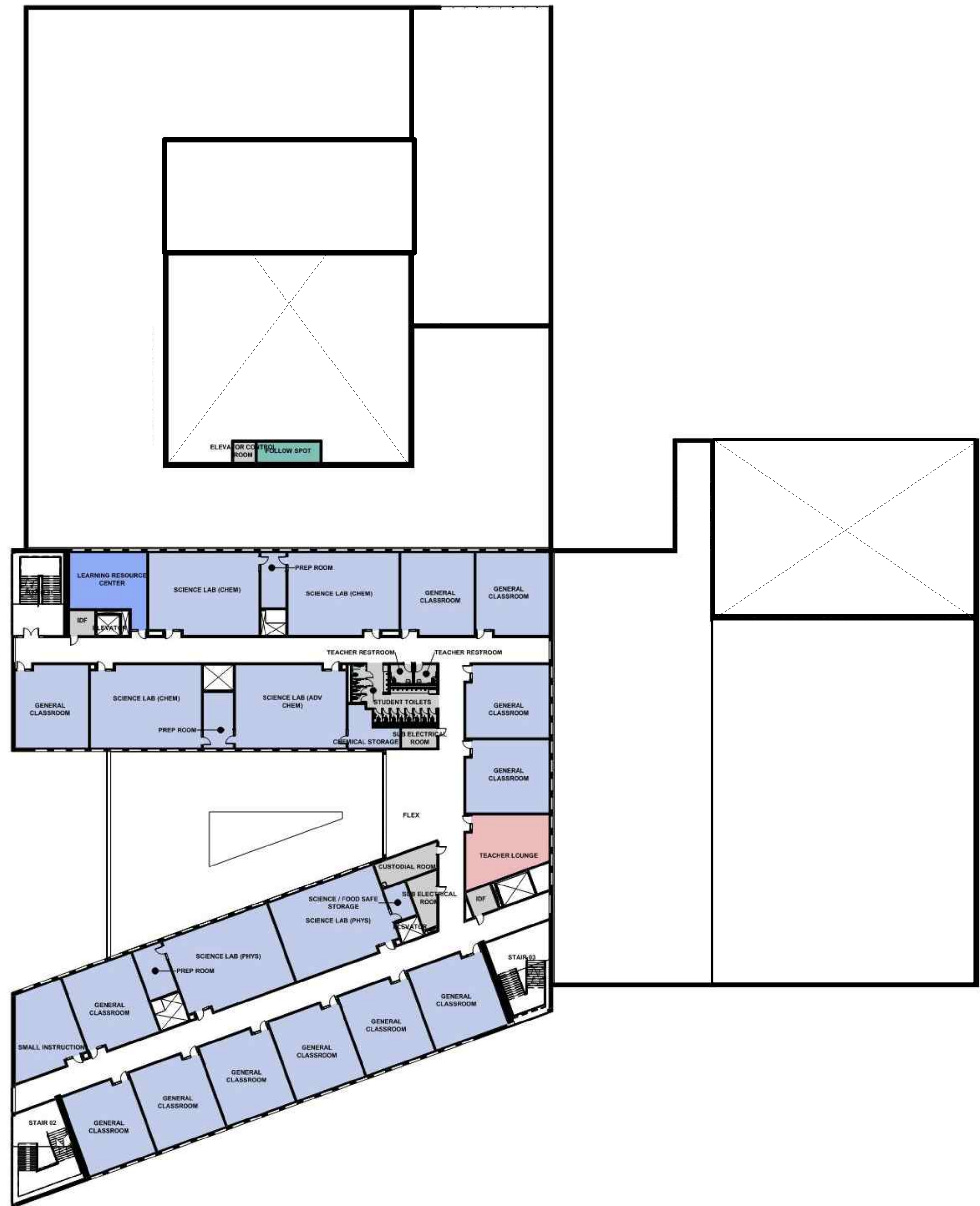
# Floor Plan - Level 2

- ADMIN, COUNSELING & CAREER
- COMMUNITY & PARTNERS
- GENERAL CLASSROOMS & SCIENCE
- SPED
- FINE / GRAPHIC ARTS & CTE
- PERFORMING ARTS
- MEDIA CENTER
- ATHLETICS
- BUILDING SUPPORT



# Floor Plan - Level 3

- ADMIN, COUNSELING & CAREER
- COMMUNITY & PARTNERS
- GENERAL CLASSROOMS & SCIENCE
- SPED
- FINE / GRAPHIC ARTS & CTE
- PERFORMING ARTS
- MEDIA CENTER
- ATHLETICS
- BUILDING SUPPORT





# Academics / Entry



# Academics / Entry



# Academics / Entry



# Academics / Entry



# Academics / Entry





**JEFFERSON HIGH SCHOOL**  
**PORTLAND PUBLIC SCHOOLS**  
**COST REDUCTION STRUCTURAL NARRATIVE**  
APRIL 18, 2025

**INTRODUCTION**

Jefferson High School is located at Killingsworth Ave and North Kerby Ave in North Portland. The existing high school will be replaced with a new building that includes a four-story classroom sector with a commons space and server, a two-story arts sector with dance studios and an auditorium, and an athletics sector with main gym, auxiliary gym, locker rooms, and CTE spaces. This narrative focuses on cost reduction studies for the building structure and is based on concept drawings from BORA.

Over the last two years, the design team has studied several structural system options for the new building. Based on these studies and KPFF's experience on numerous high school projects, this narrative presents structural systems that we believe will be the most cost-efficient. This narrative aims to provide concept-level pricing information for the high school to assist the cost estimator.

The current concept design has three seismically separated buildings: theater, gym, and classroom. Reference the figures 1 through 4 below for the floor plan of each level. The classroom is a 4-story building in the southeast. It features a central courtyard space surrounded by learning spaces. The south wing of the classrooms is angled towards the athletic fields to the south. The gym building is to the east and is a 2-story building with high-volume spaces at the gym and auxiliary gym. It also houses the locker/team rooms, storage, and support spaces. The performing arts is to the north and houses the media center and support spaces; it is a 2-story building. The theater will be 500 seats with a full fly loft but no balcony. Choir, band, and media spaces are on the ground level, the second floor supports Dance, arts, and other support spaces.

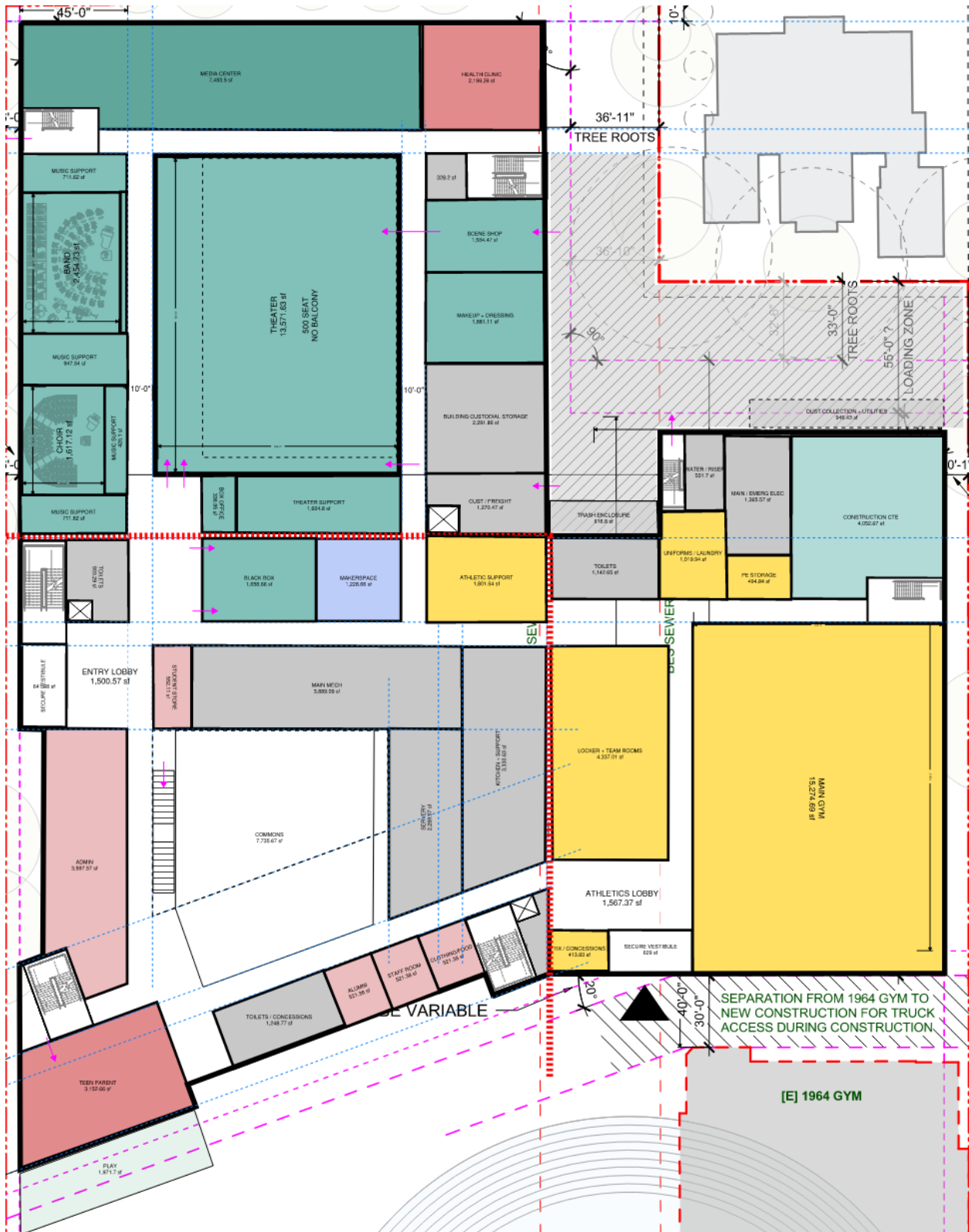


Figure 1 – First Floor Concept Design





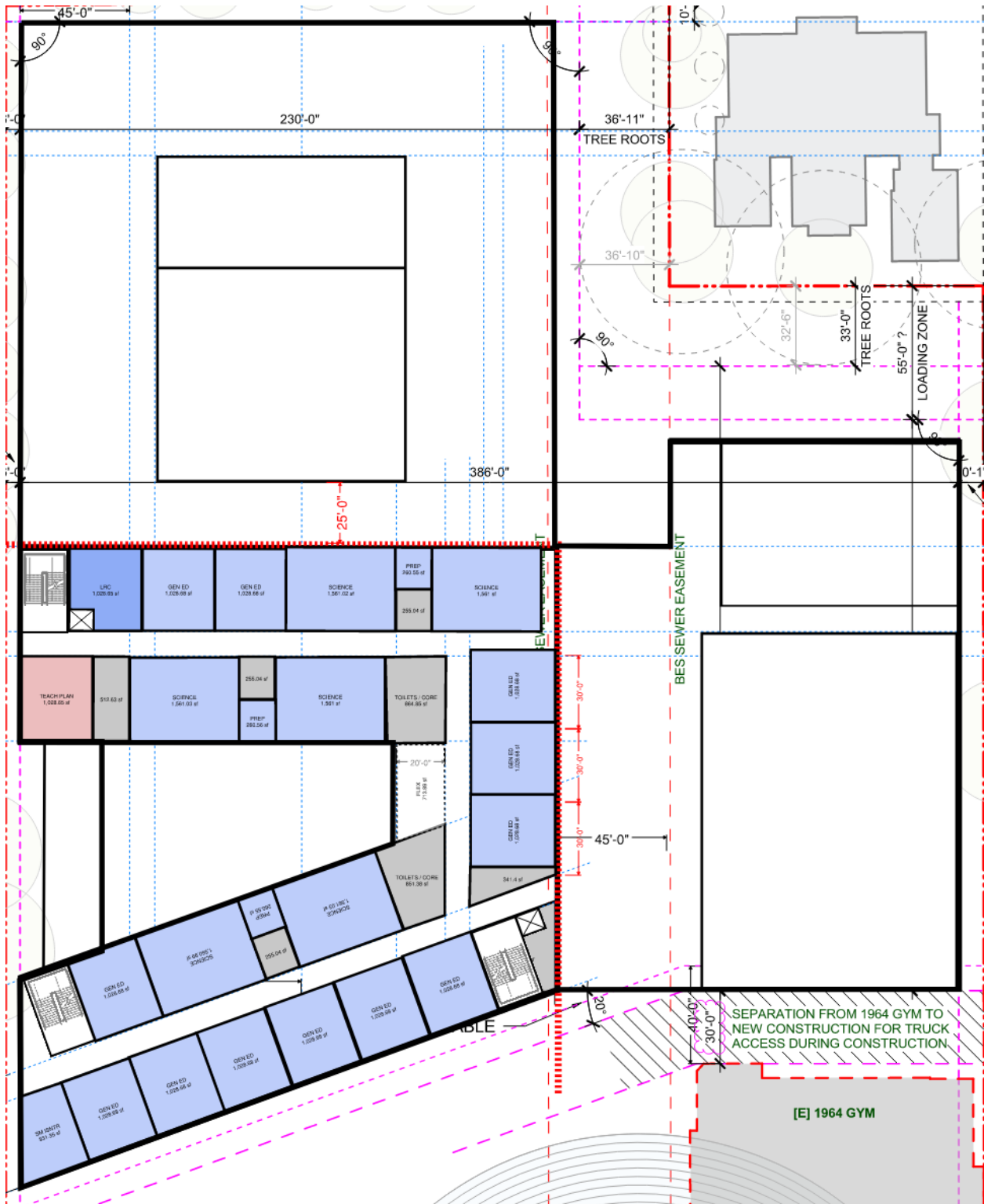


Figure 4 – Fourth Floor Concept Design

## STRUCTURAL SYSTEM RECOMMENDATIONS

### **Classroom Building**

The classroom building will be a 4-story structure. In previous studies, the design team found that a mass timber structure worked well for the classroom building and was a cost savings to the project when compared with a steel structure. We continue to recommend this building as a mass timber structure. The reduction in cost comes from speed of erection, no concrete pours at the floors and no spray applied fire protection to the structural members.

The mass timber frame will have either 5-ply CLT or 2x6 DLT panels spanning to glulam beams supported by glulam columns. In the previous design, DLT was cost-feasible over CLT as the contractor had partnered with StructureCraft, the sole supplier of DLT in North America. If that relationship changes or tariffs with Canada are put in place, the cost of DLT could change, and we would need to reevaluate the use of DLT versus CLT.

The lateral load-resisting system for the classroom building will consist of either buckling-restrained braced frames or special moment-resisting frames. We think the structural cost of these two systems is similar, but once we understand the building's floor plan, further study is required.

The roof of the classroom building will be designed to support MEP equipment and to be solar ready per the OSSC code requirements. A tall steel-framed screen wall will conceal mechanical air-handling units and other miscellaneous MEP systems on the roof. We estimate the screen wall steel weight to be 10 psf. Concrete housekeeping pads will be needed under the mechanical units, and we estimate the thickness as 4"-6" depending on the acoustic analysis.

Public stairs shall be assumed to be steel framed with concrete treads and landings.

For cost estimating, we recommend using the framing, braced frames and foundation information provided in the 50% Design Development Drawings for the classroom building. This cost per square foot could be applied to the revised square footage of the classroom building.

### **Classroom Steel Framed Alternate**

This alternate consists of elevated floor framing with a composite slab of 3 inches of reinforced concrete over a 3 inch, 20-gauge metal deck. The composite slab would be supported by steel wide flange beams at 10' spacing and girders spanning 30'. The beams and girders would be supported by HSS and/or steel wide flange columns on a 30' x 30' grid. The roof would be steel framed with 1½ inch, 18-gauge steel roof deck. We estimate that the approximate steel weight of the classroom areas would be 13 psf for the floors and 10 psf for the roof. This includes columns, connections, and miscellaneous steel.

Concrete on metal deck with steel beams and columns weighs more than timber deck with plywood and glulam beams and columns. Due to the increased structural weight, the spread footings in the classroom areas would increase by about 25% if changing to an all steel-framed system.

### **Performing Arts**

We recommend that the theater be steel-framed, as shown in the 50% Design Development Drawings provided in December 2024. Although the theater's size may be reduced, the structural system cost on a square-foot basis should be approximately the same.

### **Gym, Aux Gym and Support Space**

We recommend constructing the gymnasium with CMU perimeter walls and a metal deck over steel trusses at the roof. The CMU could be exposed on the interior face, reducing the cost of interior finishes. Additionally, CMU is very durable for the use of the space. Steel trusses are the most cost-effective and structurally efficient for the long-span roof. The weight of the steel roof would be approximately 11 psf.

CMU can be slow to erect, and concrete tilt panels could be an alternative. Based on previous studies, we think the site logistics of having enough area to pour the panels could be challenging. If tilt panels were utilized, they would be 12" thick panels with 150 lbs per cubic yard of reinforcing.

Another alternative is to provide an all steel-framed gym. The roof would be constructed of 1 ½ 18-gauge metal deck over long-span steel trusses supported by steel columns. Buckling restrained braced frames would be provided for the seismic force resisting system. Where there is a second floor, it would consist of a composite slab of 3 inches of reinforced concrete over a 3 inch, 20-gauge metal deck. The composite slab would be supported by steel wide flange beams at 10' spacing and girders spanning 30'. The beams and girders would be supported by HSS and/or steel wide flange columns on a 30' x 30' grid. We estimate that the approximate steel weight of the gym and surrounding areas would be 13 psf for the floors and 11 psf for the roof. This includes columns, connections, and miscellaneous steel.

### **Seismic Resilience**

The new school buildings are designed as Risk Category IV structures in response to the PPS Resilience Measures Document dated May 9, 2024. Non-structural components like MEP systems will not be designed to Risk Category IV.

If building separation is required between the classroom building to the south and the gym/theater building to the north, it is possible to design the school with the gym and auditorium as Risk Category IV and the classroom portion to the south as Risk Category III. Based on our previous studies, we expect the added cost for Risk Category IV structure to be approximately \$5 per square foot. Therefore, we estimate that this strategy could save the project approximately \$675,000.

This strategy was recently used at Lincoln High School where we designed the 6-story classroom building as Risk Category III and the adjoining theater/gym building as Risk Category IV.

### **Foundation System**

The building's foundations are based on recommendations provided by GRI in the Geotechnical Investigation report dated February 27, 2025. Based on this report, the classroom building, gymnasium, performing arts wing, grandstand, and site structures are supported on conventional spread footings established in firm, native soil or compacted structural fill.

For cost estimating, we recommend using the foundation sizes provided in the 50% DD set provided in December 2024. If portions of the building are changed to steel from mass timber, the spread footings would increase by about 25%.

The slab on grade will have a base layer and vapor-retarding membrane as recommended in the Geotechnical report.

### **Canopies**

Canopy structures are located around the exterior of the buildings. The canopies are assumed to be steel-framed for durability and resistance to water. Provide a steel allowance of 15 psf for the canopy steel framing. This includes columns and allowance for connections and miscellaneous steel.

### **Exterior Walls**

To reduce cost, we recommend limiting the use of brick. Brick is heavy and requires a stiff support structure to limit deflection. The weight of brick also increases the building's seismic mass, which increases seismic forces and therefore the lateral element sizes. We recommend trying to use a mixture of lightweight materials, including metal panels, GRFC, and glazing.

The backup system for the facade will be light gage metal stud framing that is supported on the ground floor and at each floor above. Stud framing will run past the roof to act as a parapet. Deflection heads are required at each floor line. Exterior studs supporting lightweight materials can be assumed to be 6" 16-gauge metal studs at the first floor, due to the increased height and 18 gauge at floors above.

Additional miscellaneous steel is required to support glazing systems in large open areas where no floor is provided, such as stairs. This steel weight is included in our estimate of steel weight at each floor.

Exterior studs to support brick veneer will need to be 16 gauge minimum. At locations of brick veneer, additional miscellaneous steel is required to support the brick in the form of steel lintels over the windows and brick relief angles at each floor line.

Provide the following additional allowances to the primary building structure to support brick veneer facades:

- At the mass timber-framed option, provide perimeter glulam beams and an additional 30 plf steel allowance along the building perimeter.
- At the all-steel option, provide an additional 0.5 psf of steel weight on each floor to accommodate increased beam stiffness and miscellaneous steel.

## GEOTECHNICAL REPORT SUMMARY

GRI provided a final Geotechnical Investigation report dated February 27, 2025. Based on GRI's report, the site soil consists of non-engineered fill underlain by alluvial sand and gravel. The site soils are classified as Site Class D.

The risk of liquefaction, cyclic softening, lateral spreading, and slope instability is low at this site based on the subsurface conditions, topography, and site location. Reference "Foundation System" section of this narrative for additional information.

## SITE STRUCTURES

Several small stand-alone one-story buildings are anticipated, including but not limited to:

- Grandstand
- Concession building for the grandstand
- Covered bike parking
- Track and field support building for ticketing and storage
- Batting facilities including dugouts and batting cages
- Trash enclosure

The site buildings are assumed to be fully grouted CMU walls with steel wide flange roof beams with metal deck. Interior steel HSS columns on spread footings may be required for some structures. Assume a 4-inch slab on grade at site buildings. Refer to the foundations section of this report for foundation information.

The trash enclosure is assumed to be a three-sided fully grouted CMU building with cold-formed joists and metal roof deck. Provide an appropriate allowance for steel gates and their support.

New foundations for flag poles and field netting for the athletic facilities will also be required. Provide appropriate allowances.

The security fence will be a cantilevered fence product with embedded round concrete footings.

# Memo

**Date:** March 14, 2025  
**Project:** Jefferson High School  
**To:** Bora  
**From:** PAE  
**Subject:** Concept Cost Package

---

The intent of this memo is to summarize the base MEP systems for the Jefferson HS Modernization project as part of the Concept Cost Reduction Study Phase 2. This is a high-level summary intended to inform the concept level pricing effort.

## **MECHANICAL SYSTEMS**

### **Central Heating and Cooling Plant**

Five 200-ton air to water heat pumps located on the roof (Based on Trane ACX (2-pipe)) will be the primary source of heating and cooling for the building. The heat pumps will feed into a 4-pipe (HWS/HWR/CHWS/CHWR) primary/secondary building distribution system. Chilled water will be distributed to all air handlers for cooling. Heating water will be distributed to all air handlers and throughout the building to each zone.

The plant will include two 700 kW electric boilers for backup heat. Plant equipment will also include primary and secondary pumps, buffer tanks, expansion tanks, glycol makeup, and other accessories as detailed in the 100% SD documents for the baseline central plant. This equipment will be in a ground level mechanical room with dedicated piping risers to each rooftop heat pump.

### **Air Distribution Systems**

Rooftop variable-air-volume (VAV) custom air handlers (AHU) will be the source of air distribution to the building. The AHUs will include air-to-air heat recovery wheels, heating water coils, and chilled water coils. Combined airflow of the units is estimated to be around 295,000 cfm with a maximum size of 35,000 cfm per AHU. Sizing and quantity of AHUs will vary based on final building layout and programming.

Large commons spaces will be served by single zone VAV AHUs. Classrooms, office, and other smaller zones will be served by multizone VAV AHUs. Supply air will be fully ducted. Return air will utilize a plenum return system, with ducted inlets at the mechanical shaft on each level. Acoustical treatments (sound attenuators or sound lined ductwork) for return plenum ducted inlets to be provided as necessary per acoustical consultant recommendations.

Science labs, art rooms, and other high exhaust spaces will have single-pass 100% dedicated outside air (DOAS) VAV AHUs with heat recovery. Supply and exhaust air will be fully ducted.

Multizone systems will have single duct VAV terminal units with heating water reheat coils for individual zone temperature and ventilation control. No secondary zone cooling systems will be provided; chilled water will be limited to the air handlers.

March 14, 2025



### **Specialty & Miscellaneous Systems**

Specialty exhaust will be provided based on final programming and equipment as detailed in the previous 100% SD documents. This will include a subsoil radon exhaust, exhaust for kilns, fume hoods, chemical storage rooms/cabinets, point of use dust collectors, and other fume and heat exhaust. An outdoor recirculating dust collector for the wood shop will support the construction CTE space.

Rooftop exhaust fans will serve each Type I and Type II hood in the kitchen located on level 1. Type I grease exhaust will be welded and fire wrapped. Type II heat/vapor exhaust will be aluminum or stainless steel.

Split systems will be provided for spaces with 24-hour cooling requirements such as MDF, IDF, and electrical rooms. Split systems will utilize A2L refrigerants distributed vertically within ventilated shafts with exhaust fans for each shaft at the roof.

### **Building Controls**

Building controls, measurement and verification scope, and miscellaneous systems will be provided as detailed in the 100% SD documents.

### **Teen Parent Center**

The teen parent center programming will be integrated into the high school building programming and no longer be its own dedicated building. The teen parent center programming will be served by VAV terminal units w/ reheat from a rooftop VAV AHU.

Remove the HVAC systems and controls detailed in the 100% SD documents, the chilled and heating water mains extended from the high school building, and the associated underground utility trench.

## **ELECTRICAL SYSTEMS**

### **Main Building Electrical Service Size**

The new building will be served by Pacificorp. Primary power will be routed from Pacificorp overhead lines located at the north or east of the site and dropped down to route to a new Pacificorp MV switch cabinet. From there, the primary feeds will extend out to transformer vaults. There will be a total of (3) primary service feeders from this switch cabinet to the transformers.

The switch vault will serve three (3) new utility transformers. Two (2) 4" conduits will be provided to each transformer vault.

Three (3) oil filled, pad mount transformers, will be located at the NE of the building in a utility yard. Pacificorp will confirm exact transformer quantity as design progresses. Each utility transformer will be pad-vault mounted with secondary feeds to three (3) 4000A, 277/480V EUSERC rated service switchboards at the exterior of the building and will contain the service disconnect and sub-feed circuit breaker to the feeder into the building. The vaults, primary and secondary conduits, and service switchboards with utility metering equipment will be provided by the project and installed per Pacificorp requirements. The utility (Pacificorp) will provide the primary conductors, pad mounted transformers, MV switch equipment, and the secondary conductors into the main switchboards.

The (3) service switchboards will feed sub-distribution panels in the electrical room.

March 14, 2025



## Generator Size

Backup power will be provided by a 600kW/750kVA, 277/480V 3-phase diesel fired generator. The generator will be exterior mounted with weatherproof, sound attenuated enclosure and built in sub-base 24-hr fuel tank sized for operation at full load. A single feeder from the generator will be brought into the building to a 1200A, 277/480V emergency power main distribution switchboard. Separate transfer switches and distribution gear will be provided, a 225A, 277/480V system for emergency loads and a 600A, 277/480V system for standby loads. A remote docking station will be provided for connection of a temporary generator during maintenance of the system. A remote fuel filling station may be required pending the final location of the generator and its accessibility from the street by a fuel dispensing truck.

Hydrolyzed Vegetable Oil (HVO) will be investigated as a possible fossil fuel reducing source of fuel for the generators. HVO has a much longer shelf life and can be swapped 1 for 1 with diesel with no equipment necessary. HVO comes at a premium and may be more difficult to source than Diesel, however, is a more planet conscious fuel to use in backup generators.

Electrical loads on generator are as follows:

- NEC 700 (Code Required)
  - Egress and Exit Lighting
  - Fire Alarm
  - ERRCS
  - Generator Accessories (battery charger, block heater, etc.)
- NEC 695 (Code Required)
  - Fire Pump
  - Jockey Pump
- NEC 701 (Code Required)
  - None at this time.
- NEC 702 (Optional Standby)
  - MDF/IDF Rooms and associated cooling.
    - Intrusion Alarms
    - Clock Systems
    - Phone System
  - Walk-in Coolers and Freezers at the Kitchen.
  - One hand dryer per restroom.
  - Non-emergency lighting within selected areas:
    - Gymnasiums
    - Commons
    - Main Office
  - Heat trace Freeze Protection (recommended)

March 14, 2025



### **Photovoltaic System Size**

A renewable power source using a Photovoltaic (PV) array will be provided for the facility. The PV array will be located on the roof and will be approximately 500 kW in size. The size noted is based on the concept level roof plan and preliminary rooftop mechanical system layouts. Exact PV array size will be verified and coordinated during design in later phases. Power inverters will be located within the building. PV system panel technology to be used is Crystal silicon construction with a minimum efficiency rating of 18.8 percent.

The PV system will be tied into one of the main distribution switchboards to offset usage.

#### PPS Standards Note:

- PV inverter output will have remote monitoring system.
- No energized PV conductors will route through the interior of the building where normally occupied by staff or students.



THE  
BOOKIN  
GROUP  
LLC

Land Use &  
Institutional  
Planning

Project  
Management

Policy Analysis

## JHS Cost Reduction Phase – Land Use Summary

Date: April 23, 2025

The following memo summarizes the research and conclusions that were made regarding Land Use and Zoning during the Cost Reduction Phase of the project (January – April 2025).

- Land Use Schedule:** The development of the site will still require the same land use entitlements – A Conditional Use review for the entire site and a Historic Resource Review for the portion on the development that will be located within the Piedmont Historic District on the north end of the site. Additionally, the removal of the existing buildings on site will be subject to the 180-day Demolition Delay because of their historic status. PPS is still exploring the possibility of starting the south field(s) earlier by submitting a Type II Conditional Use review in September of 2025. The Type III Conditional Use review for the rest of the development would be submitted late 2025, followed shortly by the Type II Historic Resource Review.

A second Pre-Application Conference would not be required if the Type III Review is submitted by December 3, 2026 (one year from the date of the last Pre-Application Conference). A new Early Assistance Appointment is generally not recommended unless the design changes significantly, since there would be little new information the City would provide for the cost of the appointment. A second Early Neighborhood Notification meeting is not required, and PPS has indicated that one will not likely be held due to the low attendance at the previous neighborhood meeting held in December 2024. An additional Design Advice Request is not required but could be optionally applied for to have the Historic Landmarks Commission weigh in on the new design.

- South Field(s) Review:** The previous application for Type II Conditional Use review for the south baseball field was withdrawn from the City at the end of March 2025, to avoid the application expiring and all application fees being lost. A refund of \$20,085 is being process by the City for this application.

It appears that it may be possible to have both the baseball field, and the softball field included in the same Type II Conditional Use review with the new submittal. To avoid a Type III Conditional Use for these fields the exterior improvement area related to the fields must stay below 25,000 sq. ft. excluding areas of artificial turf. “Exterior improvements” are defined in the Zoning Code as: *“All improvements except buildings or other roofed structures...include surface parking and loading areas, paved and graveled areas...improved open areas such as plazas and walkways, but does not include vegetative landscaping, synthetic turf, natural geologic forms, or unimproved land.”*

- On-Site Tree Canopy:** The site must comply with the standards of Title 11 which require 25% of the site to be covered by tree canopy. Calculations of the previous design by Place found that the site could meet this standard, but it was very tight. Several of the trees that were included in this calculation may need to be removed from the updated plan (for example: trees in the Kerby Street pedestrian plaza and in the cross-block connection). Urban Forestry may be receptive to allowing a lower tree density standard for the site using the justification that so much of the outdoor area on the site will be artificial turf. However, this reduced

1020 SW Taylor St.  
Suite 555  
Portland, OR  
97205

Telephone  
503.241.2423

number must be negotiated with Urban Forestry and Planning and will require coordination from both review groups. It is suggested that PPS initiates talks with these reviewers about on-site tree density early since there is no official process or timeline for this request and no standard reduction that can be anticipated in the design.

- **Non Conforming Upgrades:** Per discussions with PPS, the required upgrades to the Humboldt Elementary site will not be deferred 10 years but rather completed as part of the last phase of the redevelopment of JHS. PPS may still need to enter into a covenant with the City to delay the upgrades at Humboldt a year or so to have them align with the final phases of construction. A more thorough assessment of the site conditions at Humboldt will be required to fully understand what upgrades will be necessary, which will need to include a site survey and an arborist report. The strategy for upgrades will need to be nailed by the submittal of the Type II Conditional Use for the south fields, since this would be the first project that will trigger the upgrades, so PPS is encouraged to begin this work as soon as possible.

Because both schools are included in the definition of site, PPS has directed the team to look for opportunities to have the improvements made to the JHS site count toward the required upgrades at the Humboldt site. Probably the best opportunity for this would be in how the Adjustments included with the Conditional Use applications are structured and requested. The Adjustments could look at how the standards apply to the entire site (such as in the case of overall landscaping for example) and if the JHS site is over on standard the excess should be credited to the Humboldt site. It is recommended that PPS discuss this strategy with city planning staff, particularly because of how the City is calculating fees for the Adjustments (per frontage or element vs. per standard).

JEFFERSON HS MODERNIZATION



REVISED COMPREHENSIVE PLAN COST MODEL - 2025

UNIFORMAT LEVEL 3 SUMMARY

323,058 Incl. TPC & Grandstands

300,823 Includes Grandstands

Ref	Description	GFA \$/SF	100% SD Est. Rev.3 Nov - 2024	GFA \$/SF	Rev. Cost Model Total Cost \$	Cost Delta ~ Cost Model - SD Rev.3	RLB COMMENTS ON COST VARIANCES b/w Rev. Comp Plan Cost Model and SD Rev.3 Est.
<i>In general, the total Building Gross Floor Area (GFA) reduction of 22,235 SF (from 317,951SF to 295,716SF) has cost savings overall.</i>							
A1010	Standard Foundations	\$ 16.19	5,229,434	\$ 17.30	5,204,238	(25,196)	Less overall building gross floor area
A1020	Special Foundations		Excl.	\$ -	-	-	
A1030	Slab on Grade	\$ 14.76	4,767,581	\$ 16.31	4,906,423	138,842	Less overall building gross floor area
A2020	Basement Walls	\$ 1.12	362,094	\$ 1.20	360,988	(1,106)	
B1010	Floor Construction	\$ 65.88	21,284,205	\$ 66.62	20,040,828	(1,243,377)	Deleted Theater balcony floor structure
B1020	Roof Construction	\$ 50.91	16,445,474	\$ 53.11	15,976,710	(468,764)	Updated structural steel allowances per KPFF narrative 03/14/25
B2010	Exterior Walls	\$ 50.61	16,351,503	\$ 47.74	14,361,290	(1,990,213)	Updated mechanical screen wall steel psf per KPFF narrative Revised Façade SF based on less building GFA
B2020	Exterior Windows	\$ 17.36	5,608,210	\$ 16.92	5,089,925	(518,285)	Revised Windows SF based on less building GFA
B2030	Exterior Doors	\$ 3.90	1,260,784	\$ 3.88	1,167,193	(93,591)	Less overall building GFA
B3010	Roof Coverings	\$ 17.74	5,732,151	\$ 17.95	5,399,773	(332,378)	Deleted Teen Parent Center and Less overall building SF
C1010	Partitions	\$ 48.42	15,640,975	\$ 49.41	14,863,664	(777,311)	Updated costs based on area reductions to Classrooms, Gym, Theater
C1020	Interior Doors	\$ 7.47	2,413,600	\$ 7.87	2,367,477	(46,123)	Less overall building GFA
C1030	Specialties	\$ 11.11	3,589,106	\$ 10.14	3,050,345	(538,761)	Reduced lockers count Less overall building GFA
C2010	Stair Construction	\$ 7.80	2,520,000	\$ 7.05	2,120,802	(399,198)	Less egress stairs based on executive scope summary and updated pricing
C3010	Wall Finishes	\$ 22.37	7,225,670	\$ 21.81	6,560,950	(664,720)	Updated costs based on area reductions to Classrooms, Gym, Theater
C3020	Floor Finishes	\$ 14.29	4,615,824	\$ 14.28	4,295,752	(320,072)	Updated costs based on area reductions to Classrooms, Gym, Theater
C3030	Ceiling Finishes	\$ 18.27	5,900,911	\$ 17.07	5,135,049	(765,862)	Updated costs based on area reductions to Classrooms, Gym, Theater
D1010	Elevators and Lifts	\$ 4.40	1,420,000	\$ 4.07	1,224,350	(195,650)	Adjusted pricing per current market
D2010	Plumbing Fixtures	\$ 1.82	588,455	\$ 1.65	496,358	(92,097)	
D2020	Domestic Water Distribution	\$ 5.25	1,694,962	\$ 7.12	2,141,860	446,898	GFA generated variance--Price increase per GFA offsets due to higher sub pricing at reconciliation
D2030	Sanitary Waste	\$ 4.63	1,495,428	\$ 4.82	1,449,967	(45,461)	
D2040	Rain Water Drainage	\$ 1.27	411,118	\$ 1.37	412,128	1,010	
D2090	Other Plumbing Systems	\$ 8.20	2,646,685	\$ 8.65	2,602,119	(44,566)	
D3020	Heat Generating Systems	\$ 9.44	3,048,983	\$ 8.87	2,668,300	(380,683)	Primarily GFA generated variance affecting piping distribution
D3030	Cooling Generating Systems	\$ 9.89	3,194,398	\$ 15.87	4,774,061	1,579,663	Primarily GFA generated variance affecting piping distribution
D3040	Distribution Systems	\$ 31.30	10,112,317	\$ 25.68	7,725,135	(2,387,182)	Reduced CFM's per narrative, return air plenum based, ASHP capacities reduced Switched to a standard VAV system, deleted fancoil units, radiant heating and more expensive convective panels
D3050	Terminal & Package Units	\$ 7.86	2,540,100	\$ 3.50	1,052,881	(1,487,220)	
D3060	Controls & Instrumentation	\$ 10.80	3,489,700	\$ 11.60	3,489,547	(153)	GFA generated variance--Price increase per GFA offsets due to higher sub pricing at reconciliation
D3070	Systems Testing & Balancing	\$ 0.98	317,951	\$ 0.98	294,807	(23,144)	Primarily GFA generated variance
D3090	Other HVAC Systems and Equipment	\$ 31.74	10,252,291	\$ 18.44	5,547,176	(4,705,115)	Primarily GFA generated variances coupled with deletion of preconstruction services allowance and ceiling fans.
D4040	Sprinklers	\$ 7.95	2,568,051	\$ 8.12	2,442,683	(125,368)	
D5010	Electrical Service & Distribution	\$ 25.23	8,151,449	\$ 21.32	6,413,546	(1,737,903)	
D5020	Lighting & Branch Wiring	\$ 26.26	8,484,377	\$ 26.56	7,989,859	(494,518)	
D5030	Communications & Security	\$ 20.92	6,758,292	\$ 21.27	6,398,505	(359,787)	
D5090	Other Electrical Services	\$ 24.74	7,993,902	\$ 22.46	6,756,485	(1,237,417)	
E1020	Institutional Equipment	\$ 4.28	1,383,394	\$ 4.60	1,383,786	392	
E1030	Vehicular Equipment	\$ 0.08	25,000	\$ 0.08	24,066	(934)	
E1090	Other Equipment	\$ 29.72	9,599,951	\$ 25.92	7,797,332	(1,802,619)	Theater seating decreased from 1000 to 500 Reduced A/V systems budget by 10%, as advised
E2010	Fixed Furnishings	\$ 11.01	3,558,025	\$ 11.17	3,360,193	(197,832)	Less building GFA
E2020	Moveable Furnishings		Excl.		-	-	
F2010	Building Elements Demolition	\$ 20.18	6,520,500	\$ 18.06	5,432,863	(1,087,637)	Reduced allowances due to potential open-bid competitiveness rather than limited consortium partners
F2020	Hazardous Components Abatement	\$ 21.57	6,967,000	\$ 20.34	6,118,740	(848,260)	Reduced allowances due to potential open-bid competitiveness rather than limited consortium partners
G1010	Site Clearing	\$ 0.01	4,500	\$ 0.01	4,500	-	
G1020	Site Demolition & Relocations	\$ 4.40	1,422,069	\$ 4.73	1,422,893	824	
G1030	Site Earthwork	\$ 30.83	9,956,909	\$ 32.96	9,915,126	(43,783)	Deleted West parking lot improvements Reduced improvements at cross block connection
G2010	Roadways	\$ 0.87	282,628	\$ 0.39	117,321	(165,307)	Deleted site improvements at Kerby Grove
G2020	Parking Lots	\$ 1.00	324,375	\$ 0.66	198,543	(125,832)	Reduced West parking lot site improvements
G2030	Pedestrian Paving	\$ 5.97	1,929,241	\$ 6.41	1,928,275	(966)	
G2040	Site Development	\$ 25.74	8,316,076	\$ 27.64	8,314,748	(1,328)	Deleted West parking lot improvements Reduced improvements at cross block connection
G2050	Landscaping	\$ 3.85	1,243,327	\$ 4.13	1,242,399	(928)	
G3010	Water Supply	\$ 0.71	227,772	\$ 0.76	228,625	853	
G3020	Sanitary Sewer	\$ 0.18	57,610	\$ 0.19	57,156	(454)	
G3030	Storm Sewer	\$ 7.23	2,334,283	\$ 7.31	2,199,016	(135,267)	Deleted West parking lot improvements
G3060	Fuel Distribution	\$ 0.02	5,000	\$ 0.02	6,016	1,016	
G4010	Electrical Distribution	\$ 0.18	56,600	\$ 0.19	57,156	556	
G4020	Site Lighting	\$ 6.55	2,115,265	\$ 6.87	2,066,654	(48,611)	Deleted West parking lot improvements
G4030	Site Communication and Security	\$ 1.36	440,425	\$ 1.46	439,202	(1,223)	
<b>ESTIMATED NET COST</b>		<b>776.62</b>	<b>250,889,931</b>	<b>754.91</b>	<b>227,095,783</b>	<b>(23,794,148)</b>	
<b>MARGINS &amp; ADJUSTMENTS</b>							
Design / Estimating Contingency		6.9%	17,247,295	7.0%	15,896,705	(1,350,590)	No change
Escalation to Start of Construction - April 2025 to July 2026		6.1%	16,477,328	6.0%	14,579,549	(1,897,779)	Updated to date
Escalation to Mid-point of Construction - July 2026 to May 2028 (10% - Discounted to reflect early buyout of Main Building)		6.2%	17,787,016	4.3%	11,204,358	(6,582,658)	Updated to date
<b>Tariffs Risk / Market Volatility Contingency</b>			-	0.0%	-	-	Excluded per direction from Bora
CM/GC Contingency (5%)		4.9%	14,895,079	5.0%	13,438,820	(1,456,259)	No change
General Conditions/General Requirements (49 months duration)		16.8%	53,175,430		-	(53,175,430)	
General Conditions (49 months duration)			-	9.0%	25,399,369	25,399,369	Allowance optimized based on benchmarking other CMGC projects in PNW region
General Requirements (49 months duration)			-	7.0%	21,533,021	21,533,021	
Cranes and hoisting - Incl. Above			Incl.		-	-	
Bonds & Insurance (3%)		3.0%	11,114,163	3.0%	9,874,428	(1,239,735)	No change
Overhead & Profit (3.5%)		3.5%	13,355,518	3.5%	11,865,771	(1,489,747)	Fee could be an opportunity for small reduction.
Preconstruction Services Allowance		0.4%	1,470,000		1,500,000	30,000	
Preconstruction Services - Sept. 24 to Aug 25 - to match CMGC, as advised		0.6%	2,333,921		Excl.	(2,333,921)	Deleted
Solar/Green Energy Allowance - Included in Est. Detail			Incl.		Incl.	-	
<b>Total Estimated Construction Cost (in current dollars)</b>		<b>\$ 1,234.29</b>	<b>\$ 398,745,681</b>	<b>\$ 1,171.41</b>	<b>\$ 352,387,804</b>	<b>(46,357,877)</b>	
Owner Contingency - Excluded, as Advised			Excl.		Excl.		
<b>ESTIMATED TOTAL COST</b>		<b>\$ 1,234.29</b>	<b>\$ 398,745,681</b>	<b>\$ 1,171.41</b>	<b>\$ 352,387,804</b>	<b>\$ (46,357,877)</b>	

**JEFFERSON HS MODERNIZATION**



**REVISED COMPREHENSIVE PLAN COST MODEL - APRIL 2025**

**UNIFORMAT LEVEL 3 SUMMARY**

**323,058**

**300,823**

Ref	Description	323,058		300,823	
		GFA \$/SF	100% SD Est. Rev.3 Nov - 2024	GFA1 \$/SF	Rev. Cost Model Total Cost \$
A1010	Standard Foundations	\$ 16.19	5,229,434	\$ 17.30	5,204,238
A1020	Special Foundations		Excl.	\$ -	-
A1030	Slab on Grade	\$ 14.76	4,767,581	\$ 16.31	4,906,423
A2020	Basement Walls	\$ 1.12	362,094	\$ 1.20	360,988
B1010	Floor Construction	\$ 65.88	21,284,205	\$ 66.62	20,040,828
B1020	Roof Construction	\$ 50.91	16,445,474	\$ 53.11	15,976,710
B2010	Exterior Walls	\$ 50.61	16,351,503	\$ 47.74	14,361,290
B2020	Exterior Windows	\$ 17.36	5,608,210	\$ 16.92	5,089,925
B2030	Exterior Doors	\$ 3.90	1,260,784	\$ 3.88	1,167,193
B3010	Roof Coverings	\$ 17.74	5,732,151	\$ 17.95	5,399,773
C1010	Partitions	\$ 48.42	15,640,975	\$ 49.41	14,863,664
C1020	Interior Doors	\$ 7.47	2,413,600	\$ 7.87	2,367,477
C1030	Specialties	\$ 11.11	3,589,106	\$ 10.14	3,050,345
C2010	Stair Construction	\$ 7.80	2,520,000	\$ 7.05	2,120,802
C3010	Wall Finishes	\$ 22.37	7,225,670	\$ 21.81	6,560,950
C3020	Floor Finishes	\$ 14.29	4,615,824	\$ 14.28	4,295,752
C3030	Ceiling Finishes	\$ 18.27	5,900,911	\$ 17.07	5,135,049
D1010	Elevators and Lifts	\$ 4.40	1,420,000	\$ 4.07	1,224,350
D2010	Plumbing Fixtures	\$ 1.82	588,455	\$ 1.65	496,358
D2020	Domestic Water Distribution	\$ 5.25	1,694,962	\$ 7.12	2,141,860
D2030	Sanitary Waste	\$ 4.63	1,495,428	\$ 4.82	1,449,967
D2040	Rain Water Drainage	\$ 1.27	411,118	\$ 1.37	412,128
D2090	Other Plumbing Systems	\$ 8.20	2,648,685	\$ 8.65	2,602,119
D3020	Heat Generating Systems	\$ 9.44	3,048,983	\$ 8.87	2,668,300
D3030	Cooling Generating Systems	\$ 9.89	3,194,398	\$ 15.87	4,774,061
D3040	Distribution Systems	\$ 31.30	10,112,317	\$ 25.68	7,725,135
D3050	Terminal & Package Units	\$ 7.86	2,540,100	\$ 3.50	1,052,881
D3060	Controls & Instrumentation	\$ 10.80	3,489,700	\$ 11.60	3,489,547
D3070	Systems Testing & Balancing	\$ 0.98	317,951	\$ 0.98	294,807
D3090	Other HVAC Systems and Equipment	\$ 31.74	10,252,291	\$ 18.44	5,547,176
D4040	Sprinklers	\$ 7.95	2,568,051	\$ 8.12	2,442,683
D5010	Electrical Service & Distribution	\$ 25.23	8,151,449	\$ 21.32	6,413,546
D5020	Lighting & Branch Wiring	\$ 26.26	8,484,377	\$ 26.56	7,989,859
D5030	Communications & Security	\$ 20.92	6,758,292	\$ 21.27	6,398,505
D5090	Other Electrical Services	\$ 24.74	7,993,902	\$ 22.46	6,756,485
E1020	Institutional Equipment	\$ 4.28	1,383,394	\$ 4.60	1,383,786
E1030	Vehicular Equipment	\$ 0.08	25,000	\$ 0.08	24,066
E1090	Other Equipment	\$ 29.72	9,599,951	\$ 25.92	7,797,332
E2010	Fixed Furnishings	\$ 11.01	3,558,025	\$ 11.17	3,360,193
E2020	Moveable Furnishings		Excl.		-
F2010	Building Elements Demolition	\$ 20.18	6,520,500	\$ 18.06	5,432,863
F2020	Hazardous Components Abatement	\$ 21.57	6,967,000	\$ 20.34	6,118,740
<b>ESTIMATED NET COST</b>		<b>687.72</b>	<b>222,171,851</b>	<b>661.18</b>	<b>198,898,151</b>
<b>MARGINS &amp; ADJUSTMENTS</b>					
	Design / Estimating Contingency	6.9%	17,247,295	7.0%	13,922,871
	Escalation to Start of Construction - April 2025 to July 2026	6.1%	16,477,328	6.0%	12,769,261
	Escalation to Mid-point of Construction - July 2026 to May 2028 (10% - Discounted to reflect early buyout of Main Building)	6.2%	17,787,016	4.3%	9,813,155
	<b>Tariffs Risk / Market Volatility Contingency</b>			<b>0.0%</b>	<b>-</b>
	CM/GC Contingency (5%)	4.9%	14,895,079	5.0%	11,770,172
	General Conditions/General Requirements (49 months duration)	16.8%	53,175,430		
	General Conditions (49 months duration)		-	9.0%	22,245,625
	General Requirements (49 months duration)		-	7.0%	18,859,346
	Cranes and hoisting - Incl. Above		Incl.		-
	Bonds & Insurance (3%)	3.0%	11,114,163	3.0%	8,648,357
	Overhead & Profit (3.5%)	3.5%	13,355,518	3.5%	10,392,443
	Preconstruction Services Allowance	0.4%	1,470,000		1,250,000
	Preconstruction Services - Sept. 24 to Aug 25 - to match CMGC, as advised	0.6%	2,333,921		-
	Solar/Green Energy Allowance - Included in Est. Detail		Incl.		Incl.
<b>Total Estimated Construction Cost (in current dollars)</b>		<b>\$ 1,234.29</b>	<b>\$ 370,027,601</b>	<b>\$ 1,025.75</b>	<b>\$ 308,569,381</b>
	Owner Contingency - Excluded, as Advised		Excl.		Excl.
<b>ESTIMATED TOTAL COST</b>		<b>\$ 1,234.29</b>	<b>\$ 370,027,601</b>	<b>\$ 1,025.75</b>	<b>\$ 308,569,381</b>

**JEFFERSON HS MODERNIZATION**



**REVISED COMPREHENSIVE PLAN COST MODEL - APRIL 2025**

**UNIFORMAT LEVEL 3 SUMMARY**

323,058

300,823

Ref	Description	323,058		300,823	
		GFA \$/SF	100% SD Est. Rev.3 Nov - 2024	GFA1 \$/SF	Rev. Cost Model Total Cost \$
G1010	Site Clearing	\$ 0.01	4,500	\$ 0.01	4,500
G1020	Site Demolition & Relocations	\$ 4.40	1,422,069	\$ 4.73	1,422,893
G1030	Site Earthwork	\$ 30.83	9,958,909	\$ 32.96	9,915,126
G2010	Roadways	\$ 0.87	282,628	\$ 0.39	117,321
G2020	Parking Lots	\$ 1.00	324,375	\$ 0.66	198,543
G2030	Pedestrian Paving	\$ 5.97	1,929,241	\$ 6.41	1,928,275
G2040	Site Development	\$ 25.74	8,316,076	\$ 27.64	8,314,748
G2050	Landscaping	\$ 3.85	1,243,327	\$ 4.13	1,242,399
G3010	Water Supply	\$ 0.71	227,772	\$ 0.76	228,625
G3020	Sanitary Sewer	\$ 0.18	57,610	\$ 0.19	57,156
G3030	Storm Sewer	\$ 7.23	2,334,283	\$ 7.31	2,199,016
G3060	Fuel Distribution	\$ 0.02	5,000	\$ 0.02	6,016
G4010	Electrical Distribution	\$ 0.18	56,600	\$ 0.19	57,156
G4020	Site Lighting	\$ 6.55	2,115,265	\$ 6.87	2,066,654
G4030	Site Communication and Security	\$ 1.36	440,425	\$ 1.46	439,202
<b>ESTIMATED NET COST</b>		<b>88.90</b>	<b>28,718,080</b>	<b>93.73</b>	<b>28,197,632</b>
<b>MARGINS &amp; ADJUSTMENTS</b>					
	Design / Estimating Contingency	6.9%	17,247,295	7.0%	1,973,834
	Escalation to Start of Construction - April 2025 to July 2026	6.1%	16,477,328	6.0%	1,810,288
	Escalation to Mid-point of Construction - July 2026 to May 2028 (10% - Discounted to reflect early buyout of Main Building)	6.2%	17,787,016	4.3%	1,391,203
	<b>Tariffs Risk / Market Volatility Contingency</b>			0.0%	-
	CM/GC Contingency (5%)	4.9%	14,895,079	5.0%	1,668,648
	General Conditions/General Requirements (49 months duration)	16.8%	53,175,430		
				9.0%	3,153,744
				7.0%	2,673,674
	Cranes and hoisting - Incl. Above		Incl.		-
	Bonds & Insurance (3%)	3.0%	11,114,163	3.0%	1,226,071
	Overhead & Profit (3.5%)	3.5%	13,355,518	3.5%	1,473,328
	Preconstruction Services Allowance	0.4%	1,470,000		250,000
	Preconstruction Services - Sept. 24 to Aug 25 - to match CMGC, as advised	0.6%	2,333,921		-
	Solar/Green Energy Allowance - Included in Est. Detail		Incl.		Incl.
<b>Total Estimated Construction Cost (in current dollars)</b>		<b>\$ 1,234.29</b>	<b>\$ 176,573,830</b>	<b>\$ 145.66</b>	<b>\$ 43,818,422</b>
	Owner Contingency - Excluded, as Advised		Excl.		Excl.
<b>ESTIMATED TOTAL COST</b>		<b>\$ 1,234.29</b>	<b>\$ 176,573,830</b>	<b>\$ 145.66</b>	<b>\$ 43,818,422</b>

### Jefferson HS Modernization



Activity ID	Activity Name	Original Duration	Start	Finish	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
<b>Jefferson HS Modernization</b>		1420	04/21/25	12/24/30										
<b>Milestones and Summaries</b>		985	01/15/27	12/24/30										
MIL-1000	Early Fields Completed	0		01/15/27			◆							
MIL-1010	New Building Ready for Use	0		08/31/29*					◆					
MIL-1020	Phase 3 Complete	0		12/24/30							◆			
<b>Design</b>		446	04/21/25	02/02/27										
<b>Early Fields</b>		231	04/21/25	03/24/26										
DES-EF-1000	Develop 100% Design Documents-Early Fields	90	04/21/25*	08/27/25	█									
DES-EF-1010	Review 100% Design Documents-Early Fields	10	08/28/25	09/11/25	▒									
DES-EF-1020	Develop 50% Construction Documents- Early Fields	70	08/28/25	12/09/25	█									
DES-EF-1030	Review 50% Construction Documents- Early Fields	10	12/10/25	12/23/25	▒									
DES-EF-1040	Develop 100% Construction Documents- Early Fields	60	12/10/25	03/09/26	█									
DES-EF-1050	Review 100% Construction Documents - Early Fields	10	03/10/26	03/23/26	▒									
DES-EF-1060	Issue IFC Documents- Baseball and Softball Fields	1	03/24/26	03/24/26										
<b>New School Building</b>		446	04/21/25	02/02/27										
DES-NB-1000	Develop 100% Schematic Design- New School Building	110	04/21/25	09/25/25	█									
DES-NB-1010	Review 100% Schematic Design- New School Building	10	09/26/25	10/09/25	▒									
DES-NB-1020	Develop 25% Design Development- New School Building	50	09/26/25	12/09/25	█									
DES-NB-1030	100% SD Cost Estimate - New School Building	30	10/10/25	11/24/25	█									
DES-NB-1040	Develop 100% Design Development- New School Building	80	12/10/25	04/06/26	█									
DES-NB-1050	Review 100% Design Development- New School Building	10	04/07/26	04/20/26	▒									
DES-NB-1060	100% CD Cost Estimate - New School Building	35	04/07/26	05/26/26	█									
DES-NB-1070	Develop 50% Construction Development- New School Building	90	04/07/26	08/13/26	█									
DES-NB-1080	Review 50% Construction Development- New School Building	10	08/14/26	08/27/26	▒									
DES-NB-1090	Develop 100% Construction Development- New School Building	70	08/14/26	11/24/26	█									
DES-NB-1100	Review 100% Construction Development- New School Building	20	11/25/26	12/23/26	▒									
DES-NB-1110	CD Comment Reconciliation	25	12/24/26	02/01/27	█									
DES-NB-1120	Issue IFC Documents	1	02/02/27	02/02/27										
<b>Permits</b>		355	09/12/25	02/16/27										
PER-1000	Type II Conditional Use- Early Fields	60	09/12/25	12/09/25	█									
PER-1010	Permit A- Early Fields	80	12/10/25	04/06/26	█									
PER-1020	Demolition Permit for Permit A	80	12/10/25	04/06/26	█									
PER-1030	Type III Conditional Use	125	12/10/25	06/09/26	█									
PER-1040	Type II- Historic Review	90	02/02/26	06/09/26	█									
PER-1050	Demolition Permit for Remaining Works	80	06/10/26	10/02/26	█									
PER-1060	Permit B- Foundation to Grade	90	06/10/26	10/19/26	█									
PER-1070	HRI Removal	120	06/10/26	12/02/26	█									
PER-1080	Permit C- Building Permit	80	10/20/26	02/16/27	█									
<b>Contract Procurements</b>		210	12/10/25	10/09/26										
PRC-1000	Early Fields GMP	40	12/10/25	02/06/26	█									
PRC-1010	New Building 50% CD GMP-	40	08/14/26	10/09/26	█									
<b>Construction</b>		1180	04/07/26	12/24/30										
<b>Phase 1- Early Fields</b>		195	04/07/26	01/15/27										
CON-EF-1000	Softball Field Construction	85	04/07/26	08/06/26	█									

█ Remaining Level of Effort    █ Remaining Work  
█ Actual Level of Effort    █ Critical Remaining Work  
█ Actual Work    ◆ Milestone

Date	Revision	Checked	Approved



### Jefferson HS Modernization

Activity ID	Activity Name	Original Duration	Start	Finish	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
					J	J	J	J	J	J	J	J	J	J
CON-EF-1010	Baseball Field Construction	110	08/07/26	01/15/27										
<b>Phase 2- New Building Construction</b>		<b>718</b>	<b>10/20/26</b>	<b>08/31/29</b>										
CON-NB-1000	Site Preparation / Mobilization	80	10/20/26	02/16/27										
CON-NB-1010	Foundations / Slab on Grade/ UG MEP	90	02/17/27	06/24/27										
CON-NB-1020	Structure	150	06/25/27	02/01/28										
CON-NB-1030	Exterior Skin	240	08/30/27	08/14/28										
CON-NB-1040	Roof	200	09/28/27	07/17/28										
CON-NB-1050	Rough In / Framing and Interior Finishes	390	10/27/27	05/17/29										
CON-NB-1060	Site Work	200	02/02/28	11/15/28										
CON-NB-1070	New Building Punch, Commissioning and TCO	50	04/06/29	06/15/29										
CON-NB-1080	Move New Items From Old Building into New Building	40	06/18/29	08/14/29										
CON-NB-1090	Contingency	13	08/15/29	08/31/29										
<b>Phase 3- Demo, Track, Fields and Site Works</b>		<b>340</b>	<b>08/15/29</b>	<b>12/24/30</b>										
CON-TF-1000	Current Building Demolition / Abatement	150	08/15/29	03/22/30										
CON-TF-1010	Building Football / Tennis Fields	150	02/08/30	09/12/30										
CON-TF-1020	Site Works	60	06/04/30	08/28/30										
CON-TF-1030	Punch, Commissioning and Close out	70	09/13/30	12/24/30										

█ Remaining Level of Effort    █ Remaining Work  
█ Actual Level of Effort    █ Critical Remaining Work  
█ Actual Work    ◆ ◆ Milestone

Date	Revision	Checked	Approved

**RESOLUTION No. 7188**

**Resolution Authorizing Amending of the Cleveland High School  
Modernization Revised Comprehensive Plan**

**RECITALS**

- A. The Board of Education adopted resolutions 6901 authorizing a Comprehensive Plan for the modernization of Cleveland High School.
- B. The District has proposed revisions to the Cleveland High School Comprehensive Plan to, among other things, revise the size of the modernized school to approximately 297,000 square feet and to begin construction of the new building at the start of summer 2026, concluding in the end of summer of 2029. Those revisions were presented to the Facilities Improvement & Operations Committee on September 16th 2025.

**RESOLUTION**

- 1. The Board of Education authorizes a revised Cleveland High School Comprehensive Plan [as detailed on Exhibit A—or otherwise described somewhere definitive].

mahlum

STUDIO PETRETTI  
ARCHITECTURE



# CHS Modernization Comprehensive Plan

## Executive Summary Update

04 AUGUST 2025

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Views from NE corner (SE Franklin and 28th Ave)

# CLEVELAND HIGH SCHOOL MODERNIZATION

## INTRODUCTION

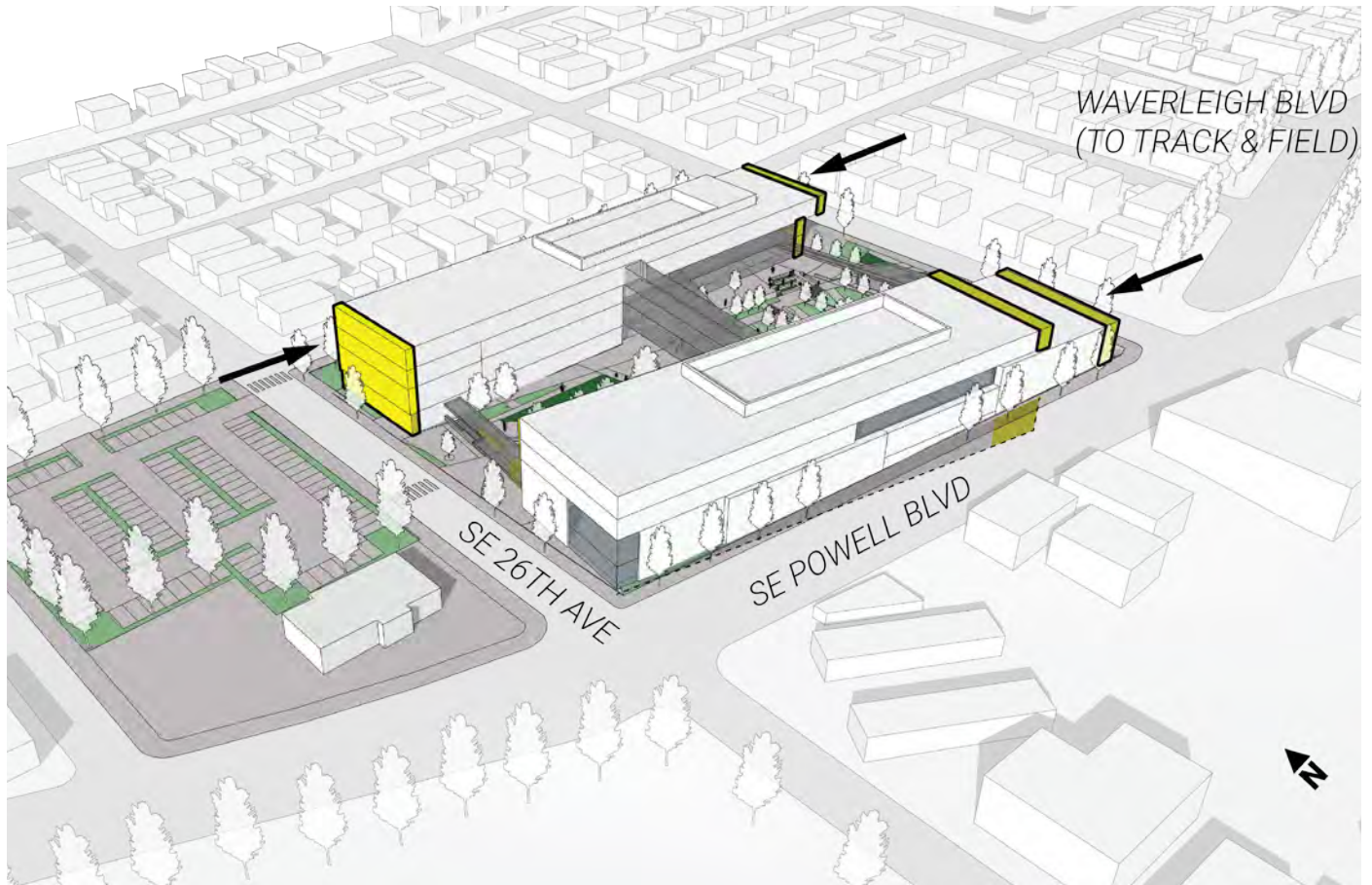
This document summarizes the design changes that were implemented as a result of the PPS Board of Education Framework for Delivering Modernized High Schools with Cost Reductions, dated February 11, 2025. The purpose of this framework is to steward public dollars by making targeted cost reductions to the high school projects.

The design team is co-led by Mahlum Architects and Studio Petretti and supported by a team of experts. The reduced-cost proposal is a collaboration between the design team and Skanska USA Building Inc, the Construction Manager/General Contractor (CMGC) hired by PPS. Through in-depth analysis, coordination with District-provided standards, and a Design Advisory Group meeting, **the design team has developed a proposed recommendation for Cleveland high School that meets the vision and goals established in the Comprehensive Plan, which was adopted by the Board in May 2024, and the February 2025 Framework.**

Above: Schematic Design rendering of the Modernized Cleveland High School, as seen from SE 28th Avenue and SE Franklin Streets. Rendering depicts concept before the building size was reduced.

Below: Existing Cleveland High School





## PROPOSED MODIFICATIONS

The following points summarize the major changes that are incorporated in the reduced-cost proposal:

- > **Building Area:** The proposed building area has been reduced from 318,000sf to 297,000sf. The impacts of this change are:
  - 3 general education classrooms
  - 1 science room
  - Quantity of extended learning spaces
  - Size of athletic spaces
  - Size of performing arts spaces
  - Loading dock
  - Custodial / back-of-house / storage areas
  - Size of health clinic and teen parent center
  - Indoor track
- > **Health Center:** The health center is included in the CHS project. Multnomah County, the current service provider, provided a Letter of Intent agreeing to continue operating the clinic at the modernized Cleveland facility and during the relocation to the Marshall campus during construction.
- > **Teen Parent Center:** PPS program staff is in the process of providing data for the individual school community needs for services. This proposal includes a reduced-size center.
- > **Electric infrastructure:** The design will maintain an all-electric infrastructure.
- > **Equity in Contracting:** PPS Staff is working with the CMGC to create a procurement plan that maximizes certified business participation and minimizes additional costs.
- > **Athletics:** The project will include the scope outlined in the 2024 Comprehensive Plan: Updated track and field, field house with hitting facility, grandstands, storage, practice field, and off-site softball and baseball fields. Changes include the size of the field house (number of team rooms) and configuration of storage facilities.
- > **Climate Policy:** In addition to retaining the all-electric building infrastructure, the design team continues to optimize building systems and structure related to embodied carbon, durability and cost. PPS staff are exploring options other than LEED Gold Certification.
- > **Basement construction:** The proposed design is integrated into the site, which slopes almost 20-feet between SE 26th Avenue and SE 28th Avenue. New basement construction has been reduced by 37%.
- > **Additional Cost Reductions:** In addition to cost reductions identified in November 2024, the team continues to develop efficiencies in the building layout, systems, and materials. These include reduced excavation, structural revisions, facade (envelope) revisions, and reduced electrical service.



The views on this spread show the proposed areas of reduction. Areas highlighted in yellow will be removed from the building volume.

## SITE CONNECTIVITY

The Comprehensive Plan’s site strategy will be maintained. The overall layout of the main site intentionally connects the three CHS properties. Visitors and staff will often arrive on the west side at the parking lot. The team will explore adding a mid-block crosswalk and enhancing the existing crossing at SE Franklin Street and SE 26th Avenue. A person approaching the school from the east will be able to visually orient themselves to the classroom wing and larger gathering areas (cafeteria, auditorium, gyms).

The auditorium and indoor PE/athletics spaces will have exit points on the east side of the block, near SE 28th Avenue and the start of Waverleigh Boulevard. This placement will encourage the visual and physical connections between the main property and the Cleveland Stadium property. The design proposal includes improvements to the crossings at SE 28th Avenue, SE 28th Place, SE 29th Avenue, and SE 31st Avenue.

The track property will maintain the current track location and better support athletes and events. An entry plaza, aligned with the Waverleigh Boulevard

approach will greet people as they arrive. The existing stadium will be enhanced, adding restrooms and a new field house building that will house team rooms, storage, and a multi-purpose space. The remaining open areas on the west side of the track site will be improved to accommodate multiple athletic practices.

PPS is proposing a plan to Portland Parks and Recreation to make improvements to Powell Park and or Hosford Middle School, including adding a softball field.



Landscape site plan of the three parcels that form the Cleveland High School site. This image depicts concept before the building size was reduced.





## SCHOOL BUILDING

The proposed design is similar to the 2024 Comprehensive Plan. It organizes the school program into two main volumes: a classroom wing and a gymnasium/arts wing.

These two primary academic wings are connected by an elevated connector above the central courtyard. This configuration creates a large, secure outdoor courtyard at the heart of the school. The protected open space will serve several functions: main entry, event entry, and key student learning and social spaces.

The gym and theater are located along Powell Boulevard. With more noise, faster speeds and taller buildings, this location is a better location for these uses. These large volumes do not need many windows and could be designed with strategically placed glass walls that act as signifiers for the activities within. By contrast, the classroom wing will feature many smaller windows, each closer in scale to the residences that line SE Franklin and SE 28th streets.

The building will be optimized for solar orientation. Most windows will face north and south, where sun angles can

be more easily addressed (compared to the east and west, where its angles are nearly horizontal). Windows to the north receive primarily diffused sunlight and require little shading or glare control. Windows to the south receive direct sunlight, which can be managed with exterior shading and blinds.

The entry level of the classroom wing will feature the student commons (cafeteria). Above this level, most of the rooms are smaller, regular-sized rooms, such as classrooms and offices. The classroom building is shown with a regular 30-foot by 35-foot grid. This rigorous layout is intentional, as it sets the proper framework for the use of mass timber construction in the north wing. The south wing, with its large volume spaces, is designed with a steel and concrete structure.

### Major Anticipated Building Features:

- > 297,000 gsf
- > North Wing with Administration, Commons, Classrooms
- > Connector
- > South Wing with Athletics, Performing Arts & Labs
- > Central Outdoor Gathering Courtyard
- > All-electric infrastructure

# Powell Park Athletic Fields

Plans are in development to improve athletic fields at Powell Park currently used by PPS athletic programs. The design includes a multi-purpose field for baseball, soccer, and lacrosse, along with a new softball field adjacent to the east. These fields will have turf surfacing, field lighting, restrooms, concessions and storage for equipment.



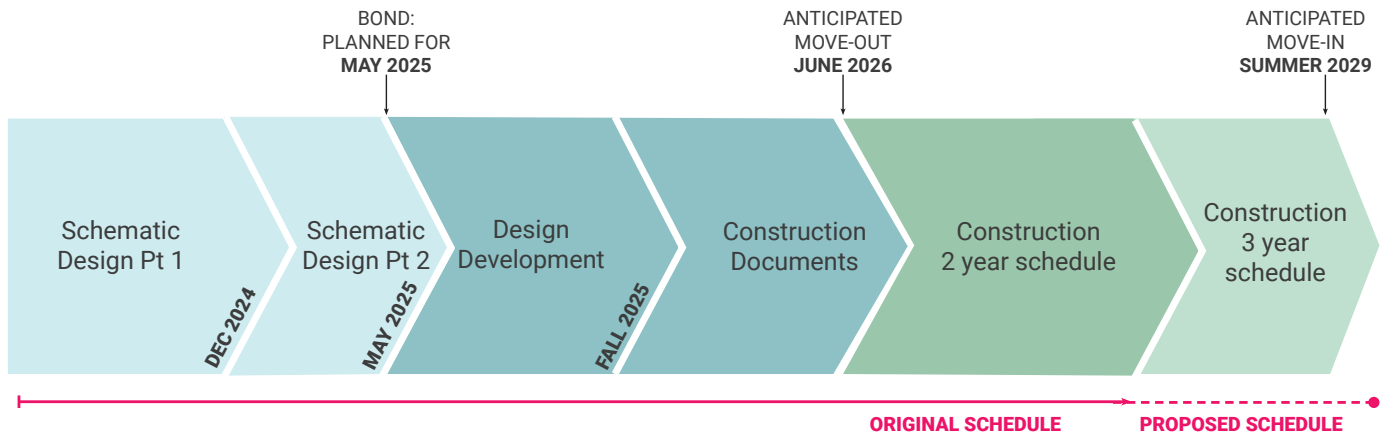
## PROGRAM SUMMARY

A building program summary is shown below.  
An expanded building program is available as a separate document.

### PPS Comprehensive High School Area Program: COST REDUCTION OPTION 1 - 1700 Student Capacity (Meets Ed Spec)

<b>SUMMARY</b>			
Recommended / Preferred / Optional	Recommended	Pref / Opp	S.F.
AREA	Quantity		S. F. Total
<b>COMPREHENSIVE HIGH SCHOOL PROGRAM - TEACHING STATIONS</b>			
General Education (Gen-Ed) Classrooms	41		46,315
Science Labs	11		16,145
Fine & Performing Arts (Drama, Theater)	6		26,940
Career Preparation/CTE	7		11,160
Athletics (includes area for P.E. instruction)	4		36,480
Education Support			66,540
SPED	8		
ELL	1		
<b>Sub-Total Recommended Teaching Stations</b>	<b>78</b>		<b>201,580</b>
Community Partners			690
Wrap-Around Service Providers			4,055
<b>Sub-Total</b>			<b>4,745</b>
<b>SUB-TOTAL COMPREHENSIVE HIGH SCHOOL REQUIRED AREA</b>			<b>206,325</b>
<b>Net to Gross Ratio</b>	<b>43%</b>		
<b>TOTAL COMPREHENSIVE HIGH SCHOOL (1,700 Students)</b>			<b>297,017</b>

## PROPOSED SCHEDULE



\*TIMELINE IS DEPENDENT ON CONSTRUCTION SCHEDULE AND SCHOOL BOARD DIRECTIVES

As part of the November 2024 cost reductions, the project team made the recommendation to change the construction schedule from 2-years to 3-years. Due to the site constraints and restrictions on construction logistics, it would be too expensive to complete construction in 2 years. Construction worker overtime hours would significantly increase costs and safety risks.

The project team is studying ways that the stadium improvements and field improvements for baseball and softball can be completed before the main building.

## COST SUMMARY

The revised overall project budget is based on hard cost savings accomplished during the Cost Reduction Study, additional related design fees, and a re-evaluation of owner cost items.

### CHS Project Budget - Comprehensive Plan Update

COMPONENT	COMMENTS	2024	2025
		BOE APPROVED COMPREHENSIVE PLAN	REVISED COMPREHENSIVE PLAN
Hard Cost	Building & Site Work		
	2025: Includes actuals paid-to-date to CM/GC	\$ 377,654,178	\$ 364,284,431
1.5% Green Energy Tech		\$ 5,664,813	\$ 5,529,547
<b>Subtotal</b>		<b>\$ 383,318,991</b>	<b>\$ 369,813,978</b>
Owner Direct Hard Costs	Off site improvements, utility costs not included above	\$ 1,650,000	\$ 1,200,000
<b>TOTAL HARD COSTS</b>		<b>\$ 384,968,991</b>	<b>\$ 371,013,978</b>
Soft Costs	Approx. 9.3% of Hard Costs	\$ 33,155,000	\$ 34,580,000
Fixtures, Furniture & Equipment, including technology	Approx. \$34/SF	\$ 8,700,000	\$ 10,000,000
Moves / Swing Space / Temp Facilities	Budget increase for Marshall Improvements	\$ 500,000	\$ 1,500,000
Contingency	10% of Total Costs (additional 5% CM/GC contingency included in Hard Cost Estimate)	\$ 41,320,859	\$ 40,459,782
Escalation	Included in Hard & Soft Costs		
<b>ON SITE PROJECT BUDGET</b>		<b>\$ 468,644,850</b>	<b>\$ 457,553,760</b>
<b>SAVINGS FROM 2024 DESIGN</b>			<b>\$(11,091,090)</b>
<b>OFF SITE ATHLETIC FIELDS</b>	Work may include fields at Powell park and/or Hosford MS		\$ 15,000,000
<b>TOTAL PROJECT BUDGET</b>			<b>\$ 472,553,760</b>

**RESOLUTION No. 7189**

Authorizing a Stipend to the Current and Future Director from Zone 1

**RECITALS**

- A. In the 2023 Legislative Session, the Oregon Legislature passed House Bill 2753 authorizing elected school board members to receive a stipend of up to \$500 per month during their term of service, with annual adjustments for inflation adjusted based on changes to the Consumer Price Index for All Urban Consumers, West Region, as published by the Bureau of Labor Statistics of the United States Department of Labor (CPI).
- B. School Board Members volunteer a significant amount of time and effort to their roles which includes attending meetings, research, community outreach, and decision making, which often happens outside regular work hours.
- C. Stipends may help make school board service more accessible to a broader range of individuals who might otherwise be unable to afford to volunteer their time and may help lower barriers for people from diverse socio-economic backgrounds to be school board members. The Legislature intended such stipends to help offset costs of board service and reduce barriers to participation.
- D. The Portland Public Schools Board of Education recognizes that service on the school board requires a significant commitment of time and resources, and that providing a stipend supports broader participation and community representation.

**RESOLVED**

- 1. The Portland Public Schools Board of Education authorizes the current and all future Directors from Zone 1 to receive a stipend in the maximum amount permitted by ORS 332.018(3), starting in October 2025 at \$527 per month.
- 2. Any current or future board member may decline to receive any or all of the stipend by notifying the PPS Board Office.
- 3. The stipend is in addition to any reimbursement for reasonable and necessary expenses incurred by a Board member under 1.40.080-P.

**RESOLUTION No. 7190**

Authorizing a Stipend to the Current and Future Director from Zone 2

**RECITALS**

- A. In the 2023 Legislative Session, the Oregon Legislature passed House Bill 2753 authorizing elected school board members to receive a stipend of up to \$500 per month during their term of service, with annual adjustments for inflation adjusted based on changes to the Consumer Price Index for All Urban Consumers, West Region, as published by the Bureau of Labor Statistics of the United States Department of Labor (CPI).
- B. School Board Members volunteer a significant amount of time and effort to their roles which includes attending meetings, research, community outreach, and decision making, which often happens outside regular work hours.
- C. Stipends may help make school board service more accessible to a broader range of individuals who might otherwise be unable to afford to volunteer their time and may help lower barriers for people from diverse socio-economic backgrounds to be school board members. The Legislature intended such stipends to help offset costs of board service and reduce barriers to participation.
- D. The Portland Public Schools Board of Education recognizes that service on the school board requires a significant commitment of time and resources, and that providing a stipend supports broader participation and community representation.

**RESOLVED**

- 1. The Portland Public Schools Board of Education authorizes the current and all future Directors from Zone 2 to receive a stipend in the maximum amount permitted by ORS 332.018(3), starting in October 2025 at \$527 per month.
- 2. Any current or future board member may decline to receive any or all of the stipend by notifying the PPS Board Office.
- 3. The stipend is in addition to any reimbursement for reasonable and necessary expenses incurred by a Board member under 1.40.080-P.

**RESOLUTION No. 7191**

Authorizing a Stipend to the Current and Future Director from Zone 3

**RECITALS**

- A. In the 2023 Legislative Session, the Oregon Legislature passed House Bill 2753 authorizing elected school board members to receive a stipend of up to \$500 per month during their term of service, with annual adjustments for inflation adjusted based on changes to the Consumer Price Index for All Urban Consumers, West Region, as published by the Bureau of Labor Statistics of the United States Department of Labor (CPI).
- B. School Board Members volunteer a significant amount of time and effort to their roles which includes attending meetings, research, community outreach, and decision making, which often happens outside regular work hours.
- C. Stipends may help make school board service more accessible to a broader range of individuals who might otherwise be unable to afford to volunteer their time and may help lower barriers for people from diverse socio-economic backgrounds to be school board members. The Legislature intended such stipends to help offset costs of board service and reduce barriers to participation.
- D. The Portland Public Schools Board of Education recognizes that service on the school board requires a significant commitment of time and resources, and that providing a stipend supports broader participation and community representation.

**RESOLVED**

- 1. The Portland Public Schools Board of Education authorizes the current and all future Directors from Zone 3 to receive a stipend in the maximum amount permitted by ORS 332.018(3), starting in October 2025 at \$527 per month.
- 2. Any current or future board member may decline to receive any or all of the stipend by notifying the PPS Board Office.
- 3. The stipend is in addition to any reimbursement for reasonable and necessary expenses incurred by a Board member under 1.40.080-P.

**RESOLUTION No. 7192**

Authorizing a Stipend to the Current and Future Director from Zone 4

**RECITALS**

- A. In the 2023 Legislative Session, the Oregon Legislature passed House Bill 2753 authorizing elected school board members to receive a stipend of up to \$500 per month during their term of service, with annual adjustments for inflation adjusted based on changes to the Consumer Price Index for All Urban Consumers, West Region, as published by the Bureau of Labor Statistics of the United States Department of Labor (CPI).
- B. School Board Members volunteer a significant amount of time and effort to their roles which includes attending meetings, research, community outreach, and decision making, which often happens outside regular work hours.
- C. Stipends may help make school board service more accessible to a broader range of individuals who might otherwise be unable to afford to volunteer their time and may help lower barriers for people from diverse socio-economic backgrounds to be school board members. The Legislature intended such stipends to help offset costs of board service and reduce barriers to participation.
- D. The Portland Public Schools Board of Education recognizes that service on the school board requires a significant commitment of time and resources, and that providing a stipend supports broader participation and community representation.

**RESOLVED**

- 1. The Portland Public Schools Board of Education authorizes the current and all future Directors from Zone 4 to receive a stipend in the maximum amount permitted by ORS 332.018(3), starting in October 2025 at \$527 per month.
- 2. Any current or future board member may decline to receive any or all of the stipend by notifying the PPS Board Office.
- 3. The stipend is in addition to any reimbursement for reasonable and necessary expenses incurred by a Board member under 1.40.080-P.

**RESOLUTION No. 7193**

Authorizing a Stipend to the Current and Future Director from Zone 5

**RECITALS**

- A. In the 2023 Legislative Session, the Oregon Legislature passed House Bill 2753 authorizing elected school board members to receive a stipend of up to \$500 per month during their term of service, with annual adjustments for inflation adjusted based on changes to the Consumer Price Index for All Urban Consumers, West Region, as published by the Bureau of Labor Statistics of the United States Department of Labor (CPI).
- B. School Board Members volunteer a significant amount of time and effort to their roles which includes attending meetings, research, community outreach, and decision making, which often happens outside regular work hours.
- C. Stipends may help make school board service more accessible to a broader range of individuals who might otherwise be unable to afford to volunteer their time and may help lower barriers for people from diverse socio-economic backgrounds to be school board members. The Legislature intended such stipends to help offset costs of board service and reduce barriers to participation.
- D. The Portland Public Schools Board of Education recognizes that service on the school board requires a significant commitment of time and resources, and that providing a stipend supports broader participation and community representation.

**RESOLVED**

- 1. The Portland Public Schools Board of Education authorizes the current and all future Directors from Zone 5 to receive a stipend in the maximum amount permitted by ORS 332.018(3), starting in October 2025 at \$527 per month.
- 2. Any current or future board member may decline to receive any or all of the stipend by notifying the PPS Board Office.
- 3. The stipend is in addition to any reimbursement for reasonable and necessary expenses incurred by a Board member under 1.40.080-P.

**RESOLUTION No. 7194**

Authorizing a Stipend to the Current and Future Director from Zone 6

**RECITALS**

- A. In the 2023 Legislative Session, the Oregon Legislature passed House Bill 2753 authorizing elected school board members to receive a stipend of up to \$500 per month during their term of service, with annual adjustments for inflation adjusted based on changes to the Consumer Price Index for All Urban Consumers, West Region, as published by the Bureau of Labor Statistics of the United States Department of Labor (CPI).
- B. School Board Members volunteer a significant amount of time and effort to their roles which includes attending meetings, research, community outreach, and decision making, which often happens outside regular work hours.
- C. Stipends may help make school board service more accessible to a broader range of individuals who might otherwise be unable to afford to volunteer their time and may help lower barriers for people from diverse socio-economic backgrounds to be school board members. The Legislature intended such stipends to help offset costs of board service and reduce barriers to participation.
- D. The Portland Public Schools Board of Education recognizes that service on the school board requires a significant commitment of time and resources, and that providing a stipend supports broader participation and community representation.

**RESOLVED**

- 1. The Portland Public Schools Board of Education authorizes the current and all future Directors from Zone 6 to receive a stipend in the maximum amount permitted by ORS 332.018(3), starting in October 2025 at \$527 per month.
- 2. Any current or future board member may decline to receive any or all of the stipend by notifying the PPS Board Office.
- 3. The stipend is in addition to any reimbursement for reasonable and necessary expenses incurred by a Board member under 1.40.080-P.

**RESOLUTION No. 7195**

Authorizing a Stipend to the Current and Future Director from Zone 7

**RECITALS**

- A. In the 2023 Legislative Session, the Oregon Legislature passed House Bill 2753 authorizing elected school board members to receive a stipend of up to \$500 per month during their term of service, with annual adjustments for inflation adjusted based on changes to the Consumer Price Index for All Urban Consumers, West Region, as published by the Bureau of Labor Statistics of the United States Department of Labor (CPI).
- B. School Board Members volunteer a significant amount of time and effort to their roles which includes attending meetings, research, community outreach, and decision making, which often happens outside regular work hours.
- C. Stipends may help make school board service more accessible to a broader range of individuals who might otherwise be unable to afford to volunteer their time and may help lower barriers for people from diverse socio-economic backgrounds to be school board members. The Legislature intended such stipends to help offset costs of board service and reduce barriers to participation.
- D. The Portland Public Schools Board of Education recognizes that service on the school board requires a significant commitment of time and resources, and that providing a stipend supports broader participation and community representation.

**RESOLVED**

- 1. The Portland Public Schools Board of Education authorizes the current and all future Directors from Zone 7 to receive a stipend in the maximum amount permitted by ORS 332.018(3), starting in October 2025 at \$527 per month.
- 2. Any current or future board member may decline to receive any or all of the stipend by notifying the PPS Board Office.
- 3. The stipend is in addition to any reimbursement for reasonable and necessary expenses incurred by a Board member under 1.40.080-P.

**RESOLUTION No. 7196**

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

**RECITAL**

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

**RESOLUTION**

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

**NEW CONTRACTS**

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source	Certified Business
Studio Petretti Architecture	10/15/25 through 10/15/26 Option to renew for up to four additional one-year terms through 10/15/30	Architecture ARCH 97055	Roof design at Holladay Annex Request for Proposals 2025-009	\$367,146	J. Franco Fund 456 Dept. 5511 Project DS006	WBE
Oracle America, Inc.	12/16/25 through 12/15/26	Purchase Order PO 260990	Annual support license for PeopleSoft Enterprise Resource Planning system. Special Class Procurement – Software and Hardware Maintenance, Licenses, Subscriptions and Upgrades PPS-47-0288(11)	\$710,841	T. Odgers Fund 101 Dept. 5582	No
Tarlow Naito & Summers, LLP	10/15/25 through 12/31/26	Legal Services LS 97143	Legal services as needed. Direct Negotiation – Legal Services PPS-46-0525 (13)	\$400,000	S. Toncray Fund 101 Dept. 5460	No

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

**NEW COOPERATIVE PURCHASING AGREEMENTS**

No New Cooperative Purchasing Agreements

**NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)**

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Multnomah County	7/1/25 through 6/30/30	Intergovernmental Agreement IGA 97078	County will contract with lead agencies to provide SUN Community School services at multiple schools.	\$6,439,185	R. Adams Fund 251 Dept. 5432 Grant W0105
Portland State University	7/1/25 through 6/30/26	Intergovernmental Agreement IGA 97079	PSU will provide Senior Inquiry courses at Jefferson HS and Roosevelt HS.	\$197,100	K. Howard Funds 252, 101 Dept. 5438

**AMENDMENTS TO EXISTING CONTRACTS**

No New Amendments

**RESOLUTION No. 7197**

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”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>
State of Oregon	7/1/25 through 6/30/27	Intergovernmental Agreement / Revenue IGA/R 97076	Funding for High School Success for 2025-2027 biennium.	\$12,623,374	K. Howard
Oregon Commission for the Blind	9/15/25 through 6/30/26	Intergovernmental Agreement / Revenue IGA/R 97064	Columbia Regional Inclusive Services will provide Pre-Employment Transition Services to students with visual impairments.	\$268,800	J. Buno
State of Oregon	10/1/25 through 9/30/26	Intergovernmental Agreement / Revenue IGA/R 97095	Funding for Pre-Employment Transition Services for students with a disability.	\$489,751	J. Buno

**AMENDMENTS TO EXISTING CONTRACTS**

No New Amendments to Existing Revenue Contracts

**RESOLUTION No. 7198**

Adoption of the Minutes

The Following Minutes are offered for Adoption:

- September 30, 2025 – Work Session with a Vote on a Consent Agenda

**RESOLUTION No. 7199**

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**

<b>Date(s)</b>	<b>School, Course, &amp; Number of Students</b>	<b>Purpose of Travel</b>	<b>Travel Destination</b>	<b>Estimated Cost</b>	<b>Equitable Field Trip Fund; %</b>
10/25-10/29/25	Roosevelt HS Leadership, 1	Student chosen to participate at National Education Advocacy Summit	Washington DC	\$1943	N/A
10/29-11/1/25	Lincoln HS Brothers of Color, 6	Nuclear Peace Summit	Winnipeg, Canada		N/A
11/20-11/24/25	Lincoln HS Band, 14	Honor Band & Clinics	Seattle, WA	\$490	N/A

**RESOLUTION No. 7200**

Approving Board Member Conference Attendance as a Representative of the Board

**RECITALS**

Board Policy 1.40.070 requires Board approval for individual Board members to attend state or national meetings as representatives of the Board.

**RESOLUTION**

The Board affirms Director Rashelle Chase-Miller, to attend the Council of the Great City Schools Annual Fall Conference in Philadelphia, PA from October 22-26, 2025.

**RESOLUTION No. 7201**

**Resolution to Approve Postponement of the Regular Purchase of State-Adopted Instructional Materials Pursuant to ORS 337.120**

**RECITALS**

- A. The Portland Public Schools Board of Education recognizes the importance of adopting high-quality, culturally responsive instructional materials that meet the diverse needs of all students.
- B. Under the current schedule for adoption of curriculum:
  - Grades 6–12 Social Studies materials would be adopted during the 2025–26 school year;
  - K–5 Social Studies would be adopted during the 2026–27 school year; and
  - K-12 Health materials would be presented to the Board for approval in Spring 2026, with full implementation in Fall 2026.
  - 9-12 Social Emotional Learning pilots are underway with full implementation in seven comprehensive high schools. The remaining high schools are on track to implement during the 2026-27 school year.
- C. Grades 6–12 Social Studies materials are on track for implementation for Fall 2026.
- D. K-5 Social Studies materials will be ready for presentation to the Board for approval in Spring 2027, with full implementation for the 2027-2028 school year.
- E. K-12 Health curriculum adoption has begun and additional time is needed to complete the adoption.
- F. 9-12 Social Emotional curriculum adoption has begun and additional time is needed to fully complete in all high schools.
- G. Oregon Revised Statute (ORS) 337.120 allows school districts to postpone the regular purchase of state-adopted instructional materials for up to two years from the beginning of the school year following the state adoption. The proposed postponement is within the timeframe permitted by ORS 337.120.
- H. During the postponement period, the District will continue to use currently approved instructional materials and pilot materials to support instruction and ensure continuity of learning.

**RESOLVED**

The Portland Public Schools Board of Education hereby approves the postponement for the adoption of the curriculum materials for K-5 Social Studies and the extended timelines for K-12 Health and 9-12 Social Emotional Learning, as outlined above and as permitted under ORS 337.120.

**RESOLUTION No. 7202**

Resolution to Approve the Charter for the Facilities Improvement and Oversight Committee

**RECITALS**

- A. On July 22, 2025, the Portland Public Schools Board of Education voted to establish the Facilities Improvement and Oversight Committee for the 2025–26 school year.
- B. On August 12 and September 16 2025, the Facilities Improvement and Oversight Committee developed a proposed charter and recommended it be submitted to the Board for approval.

**RESOLUTION**

The Portland Public School Board of Education hereby adopts the Charter for the Facilities Improvement and Oversight Committee as reflected in Exhibit A.

## **Facilities Improvement and Oversight Committee Charter**

### **I. Purpose**

The Facilities Improvement & Oversight (FIO) Committee is a standing committee of the Portland Public Schools (PPS) Board of Education. Its purpose is to provide financial oversight, strategic guidance and formal recommendations to the full Board regarding the development, implementation, and ongoing refinement of school modernizations, physical facility improvements, health and safety projects, and other districtwide strategic initiatives including alignment with the District's Long-Range Facilities Plan (LRFP).

### **II. Scope of Work**

The committee is responsible for the following:

#### **A. Board Advisory on Facilities and Capital Planning**

1. Ensure clear and consistent communication with the Board of Directors on board-facing, facilities-related and capital planning initiatives, serving as the key liaison to the full board for project updates and approvals that will require full board votes.
2. Review and provide recommendations on the development and periodic updates to the LRFP.
3. Advise the Board on the prioritization of facilities investments based on factors including, but not limited to:
  - o Building condition assessments
  - o Educational program needs and adequacy
  - o Student and staff safety
  - o Equity in access and opportunity
  - o Current and projected enrollment trends
  - o Capital and operating budgets

#### **B. Environmental Health and Safety**

1. Promote facilities investments that support student health, accessibility, and high-quality learning environments.
2. Support PPS goals related to environmental sustainability, the responsible stewardship of public resources, energy efficiency, and climate resilience.

#### **C. Coordination with Committees and Departments**

1. Maintain ongoing coordination with the Office of School Modernization (OSM), Facilities & Asset Management, and other District departments that include bond-funded programs.
2. Collaborate with the Bond Accountability Committee (BAC) and Audit Committee to support bond program transparency and accountability.
3. Refer policy matters to the Policy Committee as appropriate.

#### **D. Community Engagement and Equity**

1. Promote transparency in long-term facilities planning by reviewing and disseminating accessible, up-to-date project information.
2. Act as a conduit for community input and public feedback for matters that fall within this committee charter.
3. Ensure that planning and implementation processes are aligned with the PPS Racial Equity and Social Justice Framework.

### **III. Membership**

- The committee shall consist of three (3) members of the PPS Board of Directors, one of whom shall be designated as Chair by the Board Chair who also serves as an ex-officio member of the committee.
- The District Student Advisory Council (DSC) may assign a student representative to serve as ex-officio member of the committee.
- Staff from relevant PPS departments shall attend as needed to provide subject matter expertise and technical support.

### **IV. Meetings**

- The committee shall meet on a regular basis.
- Meeting agendas shall be publicly posted on the PPS website a minimum of five (5) business days in advance.

### **V. Reporting Responsibilities**

- The committee chair will update the Board on the work of the committee at regular Board meetings.
- Reports shall include updates on project milestones, key findings, emerging issues, and formal recommendations for Board action.

### **VI. Charter Review and Revision**

- The Committee shall review this charter as needed to assess the committee's structure, effectiveness, and alignment with District goals. If any changes are recommended, they will be submitted to the full Board for approval.



PORTLAND PUBLIC SCHOOLS

Board of Education

Tuesday, October 28, 2025

Work Session with Vote on Consent Agenda

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## Meeting Minutes

*(Draft for Approval)*

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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 Work Session with Vote on a Consent Agenda 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**

Present:

Chair Eddie Wang; Vice-Chair Michelle DePass; Directors Rashelle Chase-Miller, Stephanie Engelsman, Virginia La Forte, Christy Splitt, Patte Sullivan; Student Representative Ian Ritorto; Superintendent Dr. Kimberlee Armstrong

## **Call to Order / Opening**

The meeting was called to order at 6:13 pm by Board Chair Eddie Wang.

## **Consent Agenda: Resolutions 7203 through 7205**

Time: 6:15 pm

Chair Wang shared that there is a grant on the agenda for approval that provides funding for a climate resilient and accessible school yard project at Llewellyn. Principal Diana Collins provided comments on the grant. It was noted that Rigler recently completed a similar project with a grand opening scheduled for November 04, 2025.

Actions:

- Director Sullivan moved and Director Splitt seconded the motion to adopt the Consent Agenda, including Resolution 7203 through 7205. The motion was put to a voice vote and passed (7 yes – 0 no – 0 abstain)

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

## **Draft 2026-2027 Budget Planning Calendar**

Time: 6:23 pm

Staff: Michelle Morrison – Chief Financial Officer

It was noted that the budget calendar was revised after being originally posted in order to allow enough time for the Tax Supervising and Conservation Committee (TSCC) to review the budget. The final calendar will be considered for adoption at the November 04, 2025 meeting. Board Members asked questions, with topics including timeline for review by the Community Budget Review Committee (CBRC).

## **Budget Update**

Time: 6:27 pm

Staff: Michelle Morrison – Chief Financial Officer

Staff provided a budget update, outlining current financial projections, forecast assumptions, and upcoming budget considerations. It was noted that the 2024–25 fiscal year audit is in progress and the fourth-quarter report has been posted, however, there may be a delay in the annual financial report pending federal guidance. Staff shared that early estimates project a \$50 million budget shortfall for 2026–27, noting that staff are working to mitigate the shortfall and that spending controls are still in place. The district will continue refining forecasts, with updated Public Employee Retirement System (PERS) employer rates expected in December. Board discussion included hiring and the hiring freeze, PERS budgeting, the cost of unfunded mandates, and funding advocacy.

## **Oregon Statewide Assessment System (OSAS) Data**

Time: 6:47 pm

Staff: Dr. Renard Adams – Chief Accountability and Equity Officer, Kristina Howard – Senior Chief of Academics, Dr. Isaac Cardona – Chief of Schools

Staff presented the 2024–25 Oregon Statewide Assessment System (OSAS) results, including overall proficiency data in English Language Arts and math by grade and race, highlighting the data in relationship to the Board's goals. Results showed year-over-year improvement and performance above the state average. Staff discussed instructional supports, including standards-aligned teaching, Principal Learning Communities, and continued classroom observations. Board questions and discussion focused on increasing student participation and investment in OSAS outcomes, tracking longitudinal data and growth over time, analyzing results by race and attendance, and identifying and building upon instructional strategies that delivered academic improvements.

### **First Reading of Policy Revision: Field Trips, Foreign Travel, and Other Off-Campus Activities 6.50.010-P**

Time: 7:31 pm

Director DePass provided an overview of the proposed changes to Field Trips, Foreign Travel, and Other Off-Campus Activities Policy 6.50.010-P, noting that while the revisions remove Board approval individual field trips, the stringent internal review process will remain in place and staff has committed to a reporting process.

There was discussion regarding the proposed policy, including ways to strengthen the language, whether there should be detailed language outlining requirements for continuity of learning for students who do not travel on language residency trips, and whether the policy should detail reporting requirements.

There was discussion regarding next steps, including the timeline for introducing proposed amendments and whether the policy should be referred back to the Policy Committee. There was agreement to continue with the First Reading of the current proposed policy, entering it into the public comment period. The policy revisions are expected to be considered for a vote at the December 2<sup>nd</sup>, 2025 Regular Meeting.

The proposed Policy will be open for public comment for at least 21 days.

### **First Reading of Policy Revision: Liability of Employees of the District Policy 5.50.020-P**

Time: 8:21 pm

Vice-Chair DePass provided a summary of the proposed revisions, noting that it codifies Resolution 7184, adds protections to Board Members and modernizes the policy. The proposed Policy will be open for public comment for at least 21 days.

### **District Continuous Improvement Plan (DCIP)**

Time: 8:24 pm

Dr. Kristina Howard and Nichole Watson

Staff provided an overview of the District Continuous Improvement Plan (DCIP). The presentation highlighted the plan's development milestones, primary goals, and the strategies for family and community engagement. It was noted that the plan aims to align district and school goals, targeting improvements in attendance, literacy, math, and ninth-grade success, and includes detailed requirements for family and community engagement.

A video was shown highlighting learning targets in schools. The Board participated in a group learning activity, rotating through stations with information about different aspects of the DCIP. Board members provided comments on the activity.

## **Future Topics / Other Business**

Time: 9:37 pm

It was noted that the Racial Equity and Social Justice (RESJ) direct service contracts report was provided with the materials and could be found in the supplemental resources section. Board Members shared ideas for future topics, including reviewing the Board Goals, planning for the revision of the Strategic Plan, and the official separation of Odyssey and Hayhurst. It was noted that Board Members received an email with information regarding athletics.

## **Adjourn**

The meeting was adjourned at 9:45 pm by Board Chair Eddie Wang.

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Submitted by:

Kara Bradshaw  
Executive Assistant/Board Clerk  
Portland Public Schools

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## Resolutions As Adopted

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**RESOLUTION No. 7203**

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
Shred Northwest	11/1/25 through 10/31/26 Option to renew for up to five additional one-year terms through 10/31/31	Services S 97136	Secure shredding service for all District sites. Request for Proposals 2025-020	Original Term: \$75,000 Total through all renewals: \$450,000	T. Odgers Fund 101 Dept. 5472	No
Ainsworth Inc.	11/1/25 through 11/1/30	Services S 97120	HVAC service and controls software/hardware support. Sole Source PPS-47-0275	\$5,000,000	T. Odgers Fund 101 Dept. 5592	No

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

**NEW COOPERATIVE PURCHASING AGREEMENTS**

No New Cooperative Purchasing Agreements

**NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)**

No New IGAs

**AMENDMENTS TO EXISTING CONTRACTS**

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount; New Contract Amount	Responsible Administrator, Funding Source	Certified Business
Multnomah County	10/29/25 through 6/30/28	Intergovernmental Agreement IGA 94976 Amendment 1	Access to school based mental health services. This amendment extends the agreement through 2028 and adds funds.	\$531,000 \$708,000	J. Buno Fund 251 Dept. 5424 Grant W0305	N/A

**RESOLUTION No. 7204**

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”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>
Metro	10/1/25 through 12/31/28	Intergovernmental Agreement / Revenue IGA/R 97126	Funding for Llewellyn Climate Resilient Schoolyard Project.	\$579,486	J. Franco
Reynolds School District	8/20/25 through 6/30/26	Intergovernmental Agreement / Revenue IGA/R 97150	Funding for Deaf/Hard of Hearing regionally eligible services.	\$703,988	J. Buno

**AMENDMENTS TO EXISTING CONTRACTS**

No New Amendments to Existing Revenue Contracts





## Meeting Minutes

*(Draft for Approval)*

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*In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at:*

<https://www.youtube.com/@ppsboardofeducation>

Pursuant to notice made by posting to the Board's public notices webpage and emailed to persons on the mailing list, a Regular Board Meeting of the Portland Public Schools Board of Education was held at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

## **Attendance**

Present:

Chair Eddie Wang; Vice-Chair Michelle DePass; Directors Rashelle Chase-Miller, Stephanie Engelsman, Virginia La Forte, Christy Splitt, and Patte Sullivan; Student Representative Ian Ritorto; Superintendent Kimberlee Armstrong

## **Call to Order / Opening**

The meeting was called to order at 6:11 pm by Board Chair Eddie Wang.

Chair Wang highlighted that Superintendent Armstrong was nominated for Oregon's Superintendent of the Year.

## **Resolution Proclaiming the Celebration of National Native American Indian Heritage Month in Portland Public Schools (Resolution 7206)**

Time: 6:14 pm

Staff: Emily St. Martin-Student Success Advocate; Dr. Camedra Jefferson-Senior Director of Funded Programs.

Emily St. Martin shared comments about the importance of National Native American Indian Heritage Month and highlighted some of the experiences and challenges that Native American students face in schools.

Superintendent Armstrong highlighted some gains in Native American student assessment scores including a twenty percent increase in third grade reading.

Actions Taken:

- Director DePass moved and Director Splitt seconded the motion to adopt Resolution 7206, Resolution Proclaiming the Celebration of National Native American Indian Heritage Month in Portland Public Schools. The motion was put to a voice vote and passed (7 yes - 0 no)

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

## **Superintendent's Report**

Time: 6:20 pm

Superintendent Armstrong shared updates on the district's ongoing enrollment campaign and recognized several notable achievements. She highlighted School Psychologist Week and National Family Engagement Month, and celebrated staff accomplishments, including Grant High School art teacher Jamin London Tinsel, named Oregon Art Educator of the Year; Jessica Orellana Lima, recipient of the Teacher of the Year Award; and Samara Carranza, State School Counselor of the Year from Peninsula Elementary. Superintendent Armstrong also noted the Cleveland High School modernization design being nationally recognized in the 2025 Mass Timber Competition for Sustainable Schools, and congratulated Roosevelt High School for making history by winning its first Portland Interscholastic League football title in 30 years.

## **Student Representative's Report**

Time: 6:32 pm

Student Representative Ritorto provided his report highlighting that there are students that are interested in sitting on established board committees. They will be discussing Jefferson Rising and their bylaws at their next meeting.

## Student and Public Comment

Time: 6:34 pm

### Student Comment

- Jack Coracci: Cleveland student who advocated for Portland Public Schools to participate in Oregon School Activities Association (OSAA) Boys Volleyball.
- Davis Salehi: Ida B. Wells student who advocated for Portland Public Schools to participate in Oregon School Activities Association (OSAA) Boys Volleyball.
- Hana Feres: Lincoln student who shared her experience as a Palestinian student and shared her concerns of discrimination.
- Mckenna Kelsall: Encouraged Portland Public Schools to teach about Palestine, and shared her concerns that Policies on political displays are only applied to issues related to Palestine.

### Public Comment

- Jocelynn Haley Cambier: Advocated for an additional teacher in the Vietnamese Dual Language Immersion 1st grade at Rose City Park Elementary. She suggested replacing the Climate Specialist with a 1st grade teacher.
- John Dwyer: A member of Safe Structures PPS who shared frustration with a proposal to upgrade buildings that were not rated the most seismically unsafe and asked for oversight of the prioritization formula.
- Antonia Lawler: Advocated for Beverly Cleary to be considered early for seismic upgrades. She asked for transparency in the formula for determining the seismic upgrades.
- Michelle Adlong: Advocated for buildings that are most seismically unsafe be considered first for seismic upgrades.

Superintendent Armstrong stated that someone would follow up with Mckenna Kelsall to look into her concerns. Dr. Jon Franco provided some information about the decision to not participate in OSAA due to a lack of funding and also shared that schools could still compete with other schools through Club.

## Board Committee and Conference Reports

Time: 7:17 pm

- Audit Committee: Director Sullivan provided an overview of the topics discussed at the October meeting, including the role of the Audit Committee, and a discussion of potential new audits for the Internal Performance Auditor to do.
- Facilities Improvement Oversight Committee: no update
- Policy Committee: no update
- Teaching, Learning, & Enrollment Committee: no update
- California Association of Black School Educators Conference: Vice-Chair DePass shared that she gave a presentation at the conference and shared her takeaways from some of the sessions she attended.
- Council of the Great City Schools Fall Conference: Director Chase-Miller shared her takeaways from some of the sessions she attended.
- Bond Accountability Committee (BAC): Director Splitt shared that the BAC has a new Chair and they plan to update their charter which will require Board approval.

## Resolution Authorizing Amending of the Ida B. Wells High School Modernization Comprehensive Plan (Resolution 7207)

Time: 7:40 pm

Sarah Norman, Interim Senior Director, Office of School Modernization and Donna Bezio, Senior Project Manager, presented the revised comprehensive plan for Ida B. Wells.

Actions Taken:

- Director Splitt moved and Director Sullivan seconded the motion to adopt Resolution 7207, Resolution Authorizing Amending of the Ida B. Wells High School Modernization Comprehensive Plan. The motion was put to a voice vote and passed (7 yes - 0 no)

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

### **Resolution to adopt the Budget Calendar for 2026-27 (Resolution 7208)**

Time 7:59 pm

There was a request for the Community Budget Review Committee to have more time with the Board during the budget process.

#### Actions Taken:

- Director Chase-Miller moved and DePass seconded the motion to adopt Resolution 7208. Resolution to adopt the Budget Calendar for 2026-27. The motion was put to a voice vote and passed (7 yes - 0 no)

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

### **Consent Agenda: Resolutions 7209 through 7211**

Time 8:02 pm

Director DePass asked questions about the designation of Certified Business for the Alma and COLIS contracts.

#### Actions Taken:

- Director Sullivan moved and La Forte seconded the motion to adopt the Consent Agenda. The motion was put to a voice vote and passed (7 yes - 0 no)

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

### **Other Business / Committee Referrals/Future Board Meeting Topics**

Time: 8:06 pm

Director Engelsman and Director La Fote would like to have the subject of boys volleyball on the agenda for a longer discussion. Director La Forte would like to revisit the Board Goals earlier in the year, rather than wait until the summer. Student Representative Ritorto shared that the revised District Student Council Bylaws will need to be approved by the Board. Director Splitt shared that she would like for the Board to take a position for the upcoming Legislative Short Session.

Director Engelsman announced that the Fund for PPS is raising money to help families who are currently without Supplemental Nutrition Assistance Program benefits.

### **Adjournment**

The meeting was adjourned at 8:18 pm by Board Chair Eddie Wang.

Submitted by:

Rosanne Powell  
Senior Board Manager  
Portland Public Schools

**Resolutions As Adopted**

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## RESOLUTION No.7206

### Resolution Proclaiming the Celebration of National Native American Indian Heritage Month in Portland Public Schools

#### RECITALS

- A. Native American and Alaska Native peoples are descendants of the original, Native American inhabitants of what is now the United States.
- B. The Portland Metro region rests on the traditional lands of the Bands of the Chinook, Multnomah, Clackamas, Tualatin, Molalla, Kalapuya, Wasco, Cowlitz, and Kathlamet Indian tribes. These tribes established thriving communities in a region rich with natural resources, sustaining their families through fishing, trading, and harvesting. In the 1950s, under the Federal Relocation Policy, many Native people across the U.S. were forced to relocate to major cities—including Portland—adding to the diversity of tribal representation in the region. Today, Portland is home to one of the largest and most diverse urban Native American populations in the country.
- C. The history of Native American and Alaska Native peoples is rich with individuals who have positively influenced and enriched our nation, our state, and our schools through entrepreneurship, community service, cultural and artistic contributions, and a deep commitment to justice and liberty.
- D. On August 3, 1990, President George H. W. Bush declared the month of November as National American Indian Heritage Month—now commonly referred to as Native American Heritage Month.
- E. Native American and Alaska Native peoples have made and continue to make profound contributions in education, medicine, art, culture, public service, and beyond, serving as a vital and enduring influence in our nation's growth and prosperity.
- F. The Portland Metro Native American community is diverse and growing, with an estimated population of nearly 70,000. As a relocation site, Portland Public Schools (PPS) proudly serves students representing more than 150 tribal nations. PPS honors and is deeply grateful for the contributions of Native American students, families, staff, and community members to the district's mission and collective success.
- G. Understanding Native American history is an essential part of celebrating Native American Heritage Month and building awareness, respect, and appreciation for Native American cultures and perspectives.
- H. In 2017, the Oregon Legislature passed Senate Bill 13, *Tribal History/Shared History*, introduced by the Oregon Indian Education Association and signed into law by Governor Kate Brown. The law directed the Oregon Department of Education (ODE) to develop a statewide curriculum on the Native American experience in Oregon, including tribal history, sovereignty, culture, treaty rights, government, and contemporary issues.
- I. Tribal History/Shared History is one the objectives identified in ODE's American Indian/Alaska Native State Plan, ensuring that every Oregon school district implements historically accurate, culturally embedded, place-based, and developmentally appropriate curriculum about Oregon's nine federally recognized tribes.
- J. The Portland Public Schools Board of Education believes that every student should be celebrated and appreciated for their unique and vibrant cultural contributions. The Board honors and celebrates Native American students, families, and communities for their enduring strength, knowledge, and leadership.

#### RESOLVED

1. The Portland Public Schools Board of Education hereby proclaims November 1 through November 30 as Native American Indian Heritage Month, and encourages all staff, students, and community members to observe, recognize, and celebrate the culture, heritage, and lasting contributions of Native American and Alaska Native peoples to Oregon and the United States.
2. The Board further encourages schools and departments to engage in culturally relevant learning, reflection, and activities that honor Native voices, learn from the past, and deepen understanding of the experiences that continue to shape our shared history and future.

**RESOLUTION No. 7207**

Resolution Authorizing Amending of the Ida B. Wells High School  
Modernization Comprehensive Plan

**RECITALS**

- A. The Board of Education adopted resolution 6900 authorizing a Comprehensive Plan for the modernization of Ida B. Wells High School.
- B. The District has proposed revisions to the Ida B. Wells High School Comprehensive Plan to, among other things, revise the size of the modernized school to approximately 295,000 square feet and to begin construction of the new building at the start of winter 2026/2027, concluding in spring/summer of 2029. Those revisions were presented to the Facilities Improvement & Oversight Committee on October 8th 2025.

**RESOLUTION**

The Board of Education authorizes a revised Ida B. Wells High School Comprehensive Plan as detailed on Exhibit A.

### Ida B. Wells High School Modernization Cost Reduction Studies Revised Comprehensive Plan Executive Summary

October 28, 2025

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#### EXECUTIVE SUMMARY

##### Process & Timeline:

On May 7, 2024, the PPS Board of Education approved the Ida B Wells High School Comprehensive Plan, as follows:

- Total hard costs: \$367,500,518 [including construction costs, 1.5% GET, and offsite improvements for swing athletics]
- Total project cost: \$455,000,518 [including soft costs, FF&E, contingencies and escalation] [including \$20,000,000 funded by 2020 Bond]. 2025 Bond Request: \$435,000,518.
- School capacity: 1,700 students +/-
- Includes spaces to support IBW's unique CTE programs
- Includes right-sizing of spaces to reflect lessons learned from other PPS modernized high schools
- Incorporates PPS's current Technical Standards
- Reflects PPS's Climate Crisis Response Policy and Resiliency Goals
- Schedule: building complete June 2028, and site complete June 2029

Based on this direction, Bora developed the Schematic Design for IBW. This project has been estimated by Hoffman Construction and RLB [a third-party estimator], and after a Value Engineering effort the project was tracking on budget and schedule as follows:

- Total hard costs: at or below the budget of \$367,500,518 [including construction costs, 1.5% GET, and offsite improvements for swing athletics]
- School capacity: 1,700 students +/- with space to support IBW's CTE programs
- Schedule: building complete June 2028, and site complete June 2029

In December 2024, the IBW design team was directed to develop a series of cost reduction strategies for the IBW modernization, reducing project scope and costs associated with the 100% Schematic Design. A series of memos and meetings have informed this work:

1. "Cost Reduction Study Proposal and Deliverables Memo" issued December 3, 2024, and Appendix A, issued December 9, 2024, further clarified in the "High School Modernization Cost Reduction Study – Option Clarifications" issued on December 12, 2024;
2. Additional direction was provided by OSM in two ways: marked up comments in draft materials for CHS, JHS and IBW HS studies shared on 12/20/24, and a 10 AM phone conversation with OSM on 12/21/24 [recorded by OSM].

Bora delivered a Cost Reduction Study Phase 1 Package on December 24, 2024. The study provide (3) options framed within the parameters set by these memos and conversations, specifically that at least one option reaches a target construction budget of \$270M. The information for these studies has been developed as a collaboration between PPS OSM, Design Team led by Bora and PPS's CMGC, Hoffman Construction. Hoffman has provided schedule input and ROM pricing. Bora's third-party estimator, RLB, was provided the draft submissions on December 17, 2024, and is comparing overall costs with benchmarks from projects in other school districts in the area.

# BORA

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In February 2025, IBW design team was directed to develop a Cost Reduction Study Phase 2 that meets the framework provided in the Board Resolution No. 7051 to Adopt a Framework to Build High-Quality High Schools in a Cost-Efficient Manner. The design team has worked collaboratively with OSM to determine the revised scope and appropriate cost reductions. The Board of Education's new Framework document includes the directive to reduce or eliminate "excessive cost items that are not in service to student-athletes and athletic teams"; based on this directive, OSM instructed the design team to retain the existing orientation of the track and field. This required a new site plan for the campus, and the development of a new building design. Option 1 from the 2024 Comprehensive Plan became the basis of the new study.

In Spring 2025, the design was directed to re-start the Phase 2 scope of services from the beginning with a new Schematic Design [SD] Phase based on Option 1. The updated total project budget identified for the Ida B. Wells Modernization project budget and schedule were modified as follows:  
were modified as follows:

- Total hard cost: \$349,750,000
- Total project cost: \$449,350,000
- Schedule: Building complete Summer 2029, and site complete Summer 2030

The project continues to face various risks that could increase the cost, including:

- Construction market escalation caused by possible tariffs that may be imposed by the current administration
- Hazardous materials discovery beyond what is known and/or included in the budget
- Saturated labor market [for example, Federal investment in microprocessor manufacturing, and/or three large high schools on similar construction schedules]
- Additional pre-construction fees and "doubled-up" contingencies in future sub-tier contractor budgets

**Previous Design:** The Ida B. Wells High School modernization paused work at the completion of the VE Workshop based on the 100% Schematic Design set and with continued updates during the Design Development phase [to approximately 35% Design Development]. The team stopped the VE process at PPS direction on December 6, 2024. The basis of the Cost Reduction Study is the last reconciled cost estimate by Hoffman and RLB, the 100%SD Revision 3 Estimate with a Construction Cost of \$376,462,320 with VE options considered "accepted" of over \$12M, for a building size of 324,593 gross square feet.

**Site Constraints:** While the IBW site is one of PPS's largest, there are a number of constraints that have limited the area on which a building can be constructed. With the assumption that students stay on site during construction [because the Marshall campus is considered too far to be feasible] and the PP&R public pool remains, and with the size required for the fields required by the Education Specification, the remaining area for a new building is much smaller than the existing building footprint. In addition, the site slopes approximately 60' from east to west, there is a beloved and well-established Farmer's Market which uses the west parking lot which is shared with Rieke Elementary School, and arrival to the school comes from both the north and the south sides of the site.

# BORA

The following matrix summarizes the revisions to the Comprehensive Plan from the 2024 100% SD design:

## Revised Comprehensive Plan Comparison

	Previous Design 2024 100% SD	Revised Comprehensive Plan
Building Size (GSF)	324,593	295,000
Student Capacity	1,700	1,700
Deviates from Standards	No	No
Site Program		
Track & Field	New in New Location	New in Place
Baseball	New	New
Softball	New in Place	New in Place
Tennis	New	New
Practice Field	New	New
Swings students off site	No	No
School Opening Date	Building: Fall 2028 Field: Fall 2029	Building: Fall 2029 Field: Fall 2030
ROM cost (\$ millions)	\$376.5M	\$349.8M

There will be no change to the following project criteria:

1. **Students will remain on-site for the duration of construction.** This will require at least two-phases of work.
2. **Capacity will remain at 1700** students at 85% classroom utilization

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## REVISIONS TO THE COMPREHENSIVE PLAN

### **Revisions to the Comprehensive Plan Summary:**

The 2024 Comprehensive Plan effort studied various site configurations, and Option 2 was selected for final development. The Board of Education's new Framework document [see prior page] includes the directive to reduce or eliminate "excessive cost items that are not in service to student-athletes and athletic teams"; based on this directive, OSM instructed the design team to retain the existing orientation of the track and field. This required a new site plan for the campus, and the development of a new building design. Option 1 from the 2024 Comprehensive Plan became the basis of the new study.

Updates the building organization include:

- The new site organization supports an efficient building configuration.
- A three-story classroom/administrative bar steps down the sloped site from east to west, fronting Vermont Street.
- The athletics and performing arts programs are located to the north
- A central commons area creates a "heart" for the school community, and opens to a terrace that faces west

### **Site Program Summary:**

- The track and field will remain in its current location
- The baseball field will be rebuilt to the northeast
- The existing road to the east will be retained and improved
- The southeast parking lot will expand to offset lost parking elsewhere on the site

### **Building Program Summary:**

The 2024 Board-approved Comprehensive Plan and associated budget was based on a building size of over 310,000 SF. The team was directed to reduce the building size to 295,000 SF, which required a reconsideration and adjustment of the rooms in the new High School. An updated Program has been proposed and is summarized below:

- The Board directed the inclusion of a Health Clinic or Teen Parent center to be based on demonstrated need
- The design team and OSM identified various opportunities for reducing the program, which were shared with various PPS stakeholders and with IBW leadership
- OSM directed the team to establish 950 SF as the standard classroom size
- While many small adjustments were adopted, the following key changes are included:
  - o Standard classroom size reduced from 980 SF to 950 SF
  - o Removes Teen Parent Center from the project
  - o Reduces proposed size of Band Room to 2,400 SF, and Mat Room to 2,750 SF
  - o CTE spaces are right-sized and two rooms deleted - does not impact ability of IBW to teach its CTE classes
  - o Reduces number of Flexible Learning Areas and quantity of Teacher Planning & Collaboration spaces
  - o Reduces amount of storage - project still exceeds Ed Spec minimum requirements
  - o Adjust size of Main Gym to ensure safe run out distances
- Ongoing studies will address:
  - o Test fits of equipment in complex spaces to optimize area and potentially reduce room size
  - o Reduction of standard classroom count by one - potential for more programs to share space

# BORA

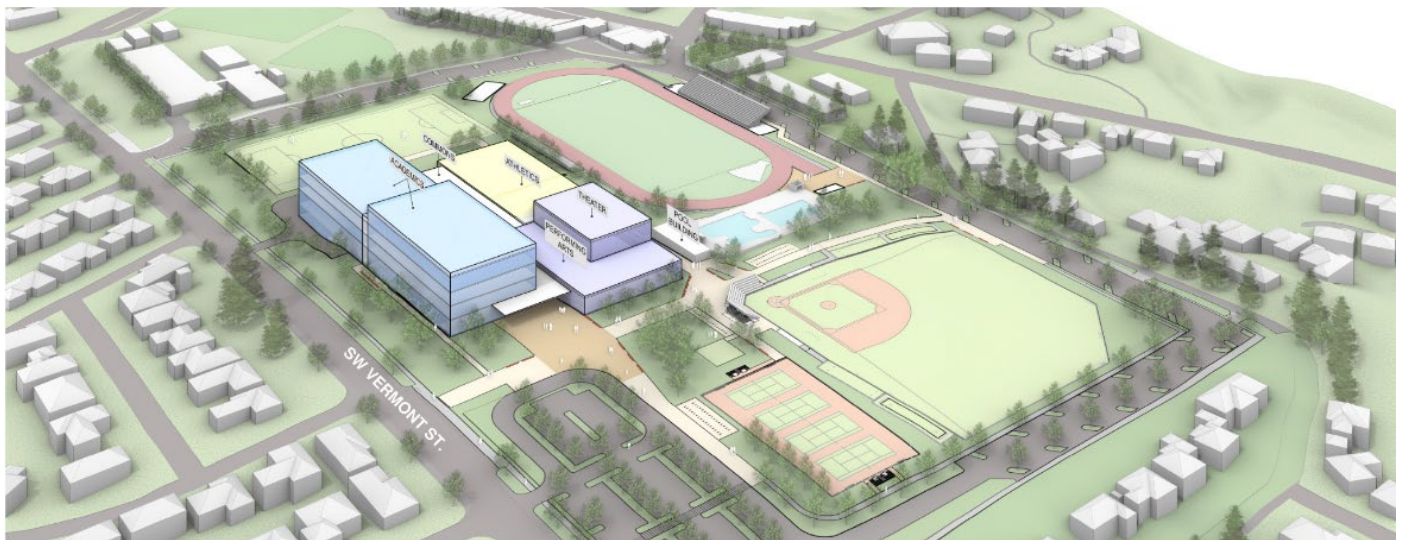
## Area Program Summary [compare with page 49 of 2017 Education Specification [Page 55 of PDF]

<https://www.pps.net/cms/lib/OR01913224/Centricity/Domain/58/PPS%20Comp%20HS%20Ed%20Specs%20September%2017.pdf>

PPS ED SPEC 2017 SUMMARY			2024 Comprehensive Plan		Phase 2 Cost Study	
AREA	Quant.	Total	Quant.	Total	Quant.	Total
<b>COMPREHENSIVE HIGH SCHOOL PROGRAM</b>						
General Education (Gen-Ed) Classrooms	41	53,180	42	42,760	37	36,850
Science Labs	11	17,480	12	17,480	11	17,680
Fine & Performing Arts (Drama, Theater)	4	21,150	8	26,897	5	24,740
Career Preparation/CTE	3	6,000	14	26,960	11	20,100
Athletics (includes area for P.E. instruction)	3	35,580	5	40,156	4	38,510
Education Support	2	67,400	10	67,445	9	62,728
<b>Sub-Total Recommended Teaching Stations</b>	<b>64</b>	<b>200,790</b>	<b>91</b>	<b>221,698</b>	<b>77</b>	<b>200,608</b>
Community Partners		1,200		1,200		690
Wrap-Around Service Providers		4,700		5,935		2,045
<b>Sub-Total Community Partners and Wrap Around Services</b>		<b>5,900</b>		<b>7,135</b>		<b>2,735</b>
<b>SUB-TOTAL COMPREHENSIVE HIGH SCHOOL REQUIRED NET AREA</b>		<b>206,690</b>		<b>228,833</b>		<b>203,343</b>
Net to Gross Multiplier		74,408		82,380		91,504
<b>TOTAL COMPREHENSIVE HIGH SCHOOL REQUIRED</b>		<b>281,098</b>		<b>311,213</b>		<b>294,847</b>

# BORA

## Site Diagram



# BORA

## Schedule

The Cost Reduction Study effort for the Ida B Wells Modernization project has resulted in a new plan configuration and site design that require a return to the first conventional design phase, Schematic Design. The design team anticipates a shorter SD effort than in 2024, followed by the Design Development and Construction Document efforts.

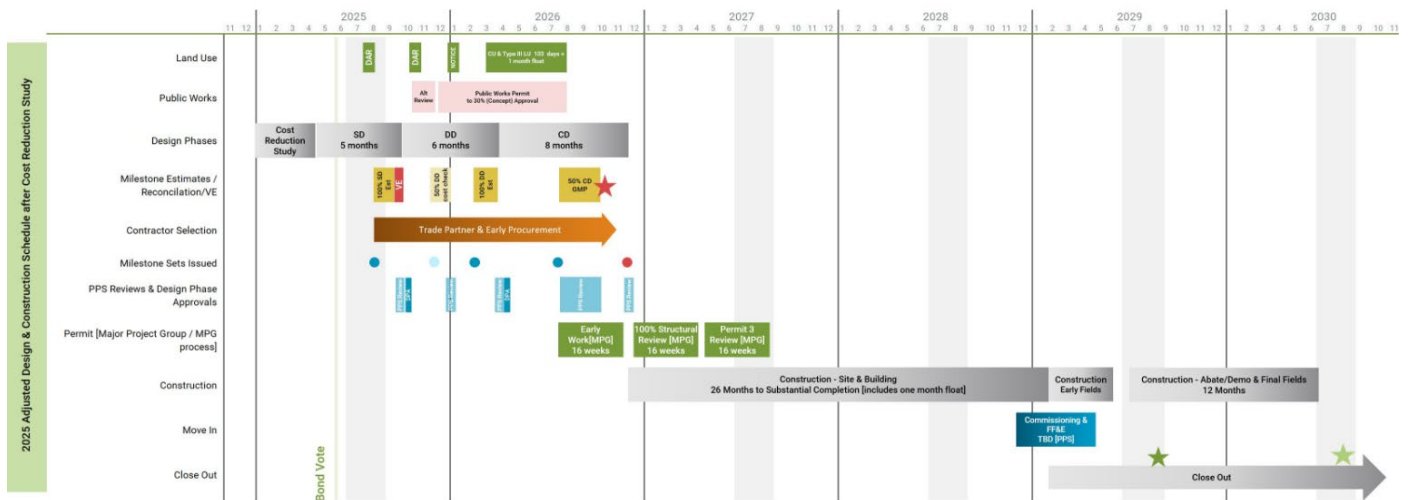
Working collaboratively, OSM, Bora and Hoffman Construction have identified an optimum permit strategy of three packages. The first permit package will include underground utilities and foundations. The second package will focus on the structure, and the final permit package will address all other requirements.

Hoffman Construction has developed a draft construction schedule for the updated design. The graphic below shows a summary of this new information, and adjusts the start date of construction to align with the new design schedule.

Construction is anticipated to commence in early 2027, and to take 25-26 months. Commissioning may begin as early as Winter Break, 2028. OTIS's installation efforts can commence in early 2029, and the school will be ready for occupancy in the Fall of that year.

After students and teachers are using the new building, it will be possible to abate and demolish the old high school building and to complete the site work. Final construction of all fields and site buildings should be achieved in time for the beginning of the 2030/31 school year.

The team will continue to look for every opportunity to expedite project delivery while mitigating risk.



## APPENDICES

- FULL SPACE PROGRAM
- FLOOR PLAN DIAGRAMS – Updated August
- COST MODEL
- CONSTRUCTION SCHEDULE



**Resolution No. 7208**

Resolution to adopt the Budget Calendar for 2026-27

The Portland Public Schools Board of Education adopts the following Budget Calendar for 2026-27 budget development:

<b>Portland Public Schools</b> <b>Calendar to Adopt the 2026-27 Budget</b> <i>Drafted for review on October 28 and adoption on November 4, 2025</i>					
			Board Inform / Review	Board Action	
<b>BUDGET PLANNING</b>	October 28, 2025	<b>School Board Meeting</b> Board reviews draft 2026-27 Budget Calendar	✓		PEC
	October - December 2025	<b>Community Engagement</b>			TBD
	November 4, 2025	<b>School Board Meeting</b> Board adopts 2026-27 Budget Calendar Board appoints Community Budget Review Committee (CBRC) members		✓ ✓	PEC
	December 16, 2025	<b>School Board Budget Work Session</b> Establish priorities, budget principles, and policies	✓		PEC
	January - March 2026	<b>School Board Budget Work Sessions</b> Inclusive of budget trainings, CBRC work session, and school staffing	✓		PEC
<b>BUDGET BUILDING</b>	April 2026	<b>Publish 1<sup>st</sup> Notice of Budget Committee Meeting</b> <i>(5 to 30 days before the meeting)</i>			The Oregonian Web Site
	April 2026	<b>Publish 2<sup>nd</sup> Notice of Budget Committee Meeting</b> <i>(5 to 30 days before the meeting)</i>			The Oregonian Web Site
	April 28, 2026	<b>Budget Committee Meeting (School Board Work Session)</b> <i>CBRC in attendance</i> <b>Proposed Budget:</b> Superintendent delivers 2026-27 Proposed Budget message and presentation	✓		PEC
	May 12, 2026	<b>School Board Meeting</b> <i>CBRC presents 2026-27 Proposed Budget Report to the Board</i> Board discussion and feedback focused on the budget		✓	PEC
	May 19, 2026	<b>Budget Committee Meeting and Budget Work Session</b> Board conducts a public hearing and work session on the Proposed Budget	✓		TBD
	May 26, 2026	<b>Budget Committee Meeting</b> <b>Approved Budget:</b> Board as Budget Committee approves 2026-27 Proposed Budget		✓	PEC
	June 2026	<b>Publish Notice of Budget Hearing and Budget Summary</b> <i>(5 to 30 days before the meeting)</i>			The Oregonian Web Site
	June 23, 2026	<b>TSCC Hearing (pending TSCC confirmation)</b> TSCC certifies 2026-27 Approved Budget <b>Budget Committee Meeting (School Board Meeting)</b> <b>Adopted Budget:</b> Board conducts a public hearing, adopts budget, makes appropriations, and imposes taxes	✓		PEC
	July 15, 2026	<b>Submit Tax Certification documentations</b> <i>File budget information with County Recorder and Designated Agencies</i>			

## RESOLUTION No. 7209

### Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

#### RECITAL

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

#### RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

#### NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source	Certified Business
Colas Hoffman, LLC	11/5/25 through 12/31/30	Construction Manager / General Contractor CM/GC 97228	Preconstruction services for the Jefferson High School Modernization. Request for Proposals 2025-018	\$1,248,489	J. Franco Fund 459 Dept. 5511 Project DA011	No

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

#### NEW COOPERATIVE PURCHASING AGREEMENTS

No New Cooperative Purchasing Agreements

#### NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Portland Community College	7/1/25 through 6/30/26	Intergovernmental Agreement IGA 97203	Provides students at Jefferson Middle College access to college level coursework.	\$460,000	K. Howard Fund 101 Dept. 5438

#### AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount; New Contract Amount	Responsible Administrator, Funding Source	Certified Business
MacDonald-Miller Facility Solutions, Inc.	11/5/25 through 12/1/26	Services S 91037 Amendment 2	HVAC & boiler work on an as-needed basis. This amendment adds funds to support continued work per the RFP. Request for Proposals 2021-3012	\$995,000 \$4,754,000	T. Odgers Fund 101 Dept. 5592	No

Benchmark Education Company	11/5/25 through 8/11/28	Digital Resource DR 96555 Amendment 1	Purchase of adopted Spanish DLI curriculum consumables for Grades K-5. This amendment allows for purchase of 2-3 additional kits per grade level. Special Class Procurement – Copyrighted Materials and Creative Works PPS-47-0288(4)	\$82,203 \$269,382	K. Howard Fund 191 Dept. 5445 Grant H0315	No
Benchmark Education Company	11/5/25 through 8/11/28	Digital Resource DR 90525 Amendment 6	Purchase of adopted bond-funded Spanish DLI curriculum durables for Grades K-5. This amendment allows for purchase of 2-3 additional kits per grade level. Special Class Procurement – Copyrighted Materials and Creative Works PPS-47-0288(4)	\$60,402 \$1,715,239	K. Howard Fund 459 Dept. 5445 Project DC203	No
Alma Advisory Group	11/5/25 through 6/30/26	Personal Services PS 97147 Amendment 1	Provide change management and communications support for a revised principal evaluation system. This amendment adds Domain 4 & 5 of the Racial Equity Centered Pipeline Initiative work through the Wallace Foundation grant. Direct Negotiation – Unique Knowledge and/or Expertise PPS-46-0525(4)	\$110,000 \$218,000	K. Howard Fund 299 Dept. 5449 Grant S0455	No
Mackenzie, Inc.	11/5/25 through 4/30/26	Personal Services PS 96820 Amendment 1	Provide project manager/owner's representative services for the PEC relocation project. This amendment extends the contract and adds additional funds. Direct Negotiation – Ongoing Long Term-Relationship PPS-46-0525(3)	\$150,000 \$285,000	J. Franco Fund 438 Dept. 5597 Project J0361	No

**RESOLUTION No. 7210**

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”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>
State of Oregon	7/1/25 through 6/30/27	Intergovernmental Agreement / Revenue IGA/R 97209	Funding for PPS to provide educational programs to school-age youth placed in long term care and treatment facilities.	\$4,292,678	I. Cardona

**AMENDMENTS TO EXISTING CONTRACTS**

No New Amendments to Existing Revenue Contracts





**PORTLAND PUBLIC SCHOOLS**  
**Board of Education**  
**Tuesday, November 18, 2025**

**Work Session with Vote on Consent Agenda**

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## Meeting Minutes

*(Draft for Approval)*

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*In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at:*

<https://www.youtube.com/@ppsboardofeducation>

Pursuant to notice made by posting to the Board's public notices webpage and emailed to persons on the mailing list, a Work Session with Vote on Consent Agenda 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**

Present:

Chair Eddie Wang; Vice-Chair Michelle DePass; Directors Rashelle Chase-Miller, Stephanie Engelsman, Virginia LaForte, Christy Splitt, and Patte Sullivan; Student Representative Ian Ritorto; and Superintendent Kimberlee Armstrong

### **Call to Order**

The meeting was called to order at 6:08 pm by Board Chair Eddie Wang.

Director Sullivan highlighted a performance she attended at daVinci Middle School.

### **Consent Agenda (Resolutions 7212 through 7214)**

Time: 6:11 pm

No items were pulled from the Consent Agenda, and there was no Board discussion.

Public Comment:

- Aryn Frazier: Director of CBE – Urged the Board to approve the purchase of the One North building, emphasizing its centralized and culturally historic location, its relatively low cost, its alignment with the Board's goals, and the need to complete this investment before pursuing others.

Actions:

- Director Chase-Miller moved and Director Sullivan seconded the motion to adopt the Consent Agenda, including Resolutions 7212 through 7214. The motion was put to a voice vote and passed (6 yes – 0 no – 0 abstain)

Chase-Miller: Yes; DePass: Yes; Engelsman: Absent; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

### **Center for Black Student Excellence Due Diligence Update**

Time: 6:21 pm

Staff: Nichole Watson – Senior Director, Family and Community Engagement; Dana White – Director, Planning & Property Management; Sarah Norman – Interim Senior Director, Office of School Modernization

Staff presented an update on the Center for Black Student Excellence (CBSE) Due Diligence Report, outlining how the One North Building supports the vision for the Center. They summarized the building's condition and required upgrades. It was noted that the funds for the purchase of the building were approved by voters in the 2020 bond, confirming that the project fits within the approved scope and is well under the amount approved, even with the estimated costs for required upgrades. The presentation highlighted proposed uses for the Chappie East and Adair West buildings, including a preliminary vision for programming in each building, and reviewed feasibility findings, cost estimates, and next steps. Board Members asked questions, with topics including long-term programming, security, transportation, tenant transitions, operational costs, and how the project supports long-term goals for strengthening wrap-around services and opportunities for students and families.

### **Property Taxes and the Portland Public Schools Local Option Levy**

Time: 8:08 pm

Staff: Michelle Morrison – Chief Financial Officer, Deborah Kafoury – Chief of Staff

Presenter: Jeff Renfro – Economist, Multnomah County

Mr. Renfro provided an overview of property tax forecasts and its implications for the Portland Public Schools local option levy, outlining shifts in real market and assessed values, and the impact of declining commercial property values and revenue. Staff noted that the updated levy revenue projections have contributed to the estimated fifty million dollar deficit. Board members asked questions and provided comments, with topics including new development and assessed value growth, the rising cost of maintaining teacher positions funded through the levy, the role of levy funding in keeping average class sizes near twenty-two students, and whether adjusting the levy rate could help offset declining revenue. Staff will further analyze the potential impact of increasing the levy rate.

### **Enterprise Resource Planning (ERP) Update**

Time: 8:42 pm

Staff: Tom Odgers – Chief of Integrated Operations; Russell Adamson – Senior Director of Digital Transformation

Staff presented an update on the Enterprise Resource Planning (ERP) project, outlining what an ERP system is, the approach to implementation, and the anticipated timeline, noting that the project is a required and cost-effective investment. The Project implementation will include specialized support to help staff transition to the new system, the purchasing of a cloud data warehouse, and a specialized program, which is funded through the bond. It was noted that two related expenditures will appear on the Consent Agenda at the December 2, 2025 Regular Meeting. Board members asked questions about how the system will interact with Synergy, which will remain in place, whether bond funds can support staffing for the project, and the possibility of incorporating opportunities for local, minority, and women-owned businesses into the contracting process.

### **Adjournment**

The meeting was adjourned at 9:00 pm by Chair Eddie Wang.

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Submitted by:

Kara Bradshaw  
Executive Assistant/Board Clerk  
Portland Public Schools

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**Resolutions As Adopted**

No.	Title	Page
7212	Expenditure Contracts.....	05
7213	Revenue Contracts .....	06
7214	Authorization of Off-Campus Activities .....	07

**RESOLUTION No. 7212****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

**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
Rexel Inc	11/19/2025 Through 4/30/2027 May not be renewed	Multnomah County Cooperative Contract COA 97226	Electrical supplies and electronic components	\$1,000,000	Tom Odgers Funding Source Varies

**NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)**

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Clackamas Education Service District/Heron Creek Therapeutic Schools	7/1/2025 Through 6/30/2026	Intergovernmental Agreement IGA 97215	Provide Academic and Therapeutic slots to PPS students whose IEP’s require this placement.	\$266,300	Jey Buno Fund: 101 Dept: 5414

**AMENDMENTS TO EXISTING CONTRACTS**

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount; New Contract Amount	Responsible Administrator, Funding Source	Certified Business
McKinstry Co.	1/4/2023 Through 1/4/2028 (no change to contract term)	Services S 92622 Amendment 1	HVAC/Boiler troubleshooting and repair, as needed throughout District. Amendment adds funds for FY26 for additional services related to the Remote Operations Center program and incorporates rate increases. Request for Proposals 2022-043	\$1,048,461 \$5,023,461	Tom Odgers Fund: 101 Dept: 5592	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.

**RESOLUTION No. 7213****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”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>
State of Oregon	7/1/2025 Through 6/30/2027	Intergovernmental Agreement / Revenue IGA/R 97222	Provide funds for services provided to pediatric residents in Pediatric Nursing Facilities licensed by the Oregon Department of Human Services	\$2,142,190.13	Jey Buno
State of Oregon	7/1/2025 Through 6/30/2027	Intergovernmental Agreement / Revenue IGA/R 97224	Competitive state grant for reimbursement for Oregon grown and/or made foods used in Child Nutrition Programs	\$176,100.99	Tom Odgers

**AMENDMENTS TO EXISTING CONTRACTS**

<b>Contractor</b>	<b>Amendment Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Amendment Amount; New Contract Amount</b>	<b>Responsible Admin, Funding Source</b>
State of Oregon	7/1/2025 Through 6/30/2027	Intergovernmental Agreement / Revenue IGA/R 96716 Amendment 1	ODE funding for Columbia Regional Services. Amendment disburses Grant funds for two-year period as part of the overall contract which runs through 6/30/2031.	\$9,316,152.76 \$20,083,069.77	Jey Buno

**RESOLUTION No. 7214**

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; %
11/21-11/24/25	Cleveland HS Band, 17	Rehearse & perform under collegiate conductor	Seattle, WA	\$140	\$3,000

**RESOLUTION No. 7222**

Settlement Agreement

The authority is granted to pay a total of \$400,000.00 to resolve a disputed claim. The settlement agreement will be in a form approved by the General Counsel.



**Michelle Morrison**  
**Chief Financial Officer**

Portland Public Schools  
501 North Dixon Street • Portland, OR 97227  
Phone: (503) 916-2000  
www.pps.net

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## **STAFF REPORT**

**DATE** December 2, 2025

**TO** Portland Public Schools Board of Education

**FROM** Michelle Morrison, Chief Financial Officer

**CC** Dr. Kimberlee Armstrong

**SUBJECT** Resolution to Authorize Bond Sales per the 2020 and 2025 Ballot Titles

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### **BACKGROUND**

Portland Public Schools (PPS) is undertaking the issuance of general obligation bonds for Capital Projects using the authority from bond measures presented to voters at the 2020 and 2025 elections. The Office of School Modernization has collaborated with the Finance Team to determine project cash flows through December, 2027, with the anticipation of another sale in early 2028.

Both authorizations will be sold as tax-exempt with all district, state, and federal rules applied for administration. The bond sale is scheduled for early February and is supported by the District's legal counsel, financial advisor (Piper Jaffray), and its bond counsel (Hawkins Delafield & Wood LLP) to complete this transaction.

The 2020 bond sale is the third tranche and is required to fund projects remaining under the 2020 ballot title up to the amount of \$90,000,000. At the maximum sale amount, there will be approximately \$199,090,000 of remaining authority under that measure.

The bond sale for the 2025 authorization will be up to \$570,000,000 as the first tranche of resources for projects under the 2025 ballot title. At the maximum amount, there will be approximately \$1,260,000,000 bond sale authorization remaining for future projects under the 2025 ballot title.

It is PPS's goal that the property tax levy for the capital bonds be no more than \$2.50/\$1,000 of assessed value. Taxes levied are designated solely as a resource for principal and interest payments on the debt.

### **STAFF RECOMMENDATION**

Staff recommends the Board of Education approve the issuance of general obligation bonds for the third tranche of 2020 and first tranche of 2025 authorizations up to the amounts described above by the board resolution.

### **ATTACHMENT**

- A. Resolution Authorizing the Sale of 2020 and 2025 Bonds for Capital Improvements

## **RESOLUTION No. 7223**

### Resolution Authorizing the Sale of General Obligation Bonds and Related Matters

#### **RECITALS**

- A. On August 3, 2020, the Board of Portland Public Schools, Multnomah County, Oregon also known as Multnomah County School District 1J (“PPS” or the “District”) adopted a resolution, as amended, authorizing submission to the voters of PPS on November 3, 2020, of a ballot measure authorizing PPS to issue general obligation bonds not exceeding \$1,208,000,000 to finance capital costs to improve health, safety, learning by modernizing, repairing schools, as described in the 2020 ballot measure. This resolution refers to costs that are eligible to be financed with bonds authorized by the 2020 ballot measure as “2020 Capital Costs.”
- B. The election was duly and legally held on November 3, 2020 (the “2020 Bond Election”) and the general obligation bonds were approved by a majority of the qualified voters of PPS voting at the election.
- C. The PPS Board adopted Resolution No. 6209 on November 19, 2020 (the “2020 Sale Resolution”) and Resolution No. 6675 on March 21, 2023 (the “2023 Sale Resolution”) to authorize the sale of general obligation bonds under the authority of the 2020 Bond Election.
- D. The District previously issued general obligation bonds under the authority of the 2020 Bond Election and either the 2020 Sale Resolution or 2023 Sale Resolution, leaving \$343,055,000 of unused capacity under the 2020 Bond Election.
- E. On January 7, 2025, the Board of PPS adopted a resolution authorizing submission to the voters of PPS on May 20, 2025, of a ballot measure authorizing PPS to issue general obligation bonds not exceeding \$1,830,000,000 to finance capital costs to improve health, safety, learning, modernize, repair schools, as described in the 2025 ballot measure. This resolution refers to costs that are eligible to be financed with bonds authorized by the 2025 ballot measure as “2025 Capital Costs.”
- F. The election was duly and legally held on May 20, 2025 (the “2025 Bond Election”) and the general obligation bonds were approved by a majority of the qualified voters of PPS voting at the election.
- G. The District now finds it desirable to authorize the sale of general obligation bonds authorized by the 2020 Bond Election and the 2025 Bond Election.

#### **RESOLUTION**

1. The Board hereby authorizes the issuance and sale of up to \$343,055,000 in remaining principal amount of general obligation bonds to pay for 2020 Capital Costs under the authority of the 2020 Bond Election (the “2020 Election Bonds”).
2. The Board hereby authorizes the issuance and sale of up to \$1,830,000,000 in principal amount of general obligation bonds to pay for 2025 Capital Costs under the authority of the 2025 Bond Election (the “2025 Election Bonds” and together with the 2020 Election Bonds, the “Bonds”).
3. The District’s Superintendent, Chief Financial Officer, Senior Director of Finance or the person designated by any of those individuals to act under this resolution (each of whom is referred to in this resolution as a “District Official”) may, on behalf of the District and without further action by the Board:
  - a. Sell and issue the Bonds in one or more series, which may be sold at different times.
  - b. Participate in the preparation of, authorize the distribution of, and deem final any official statement or other disclosure documents relating to each series of the Bonds.
  - c. Establish the form, final principal amount, maturity schedule, interest rates, and other terms of each series of the Bonds.
  - d. Execute and deliver a bond declaration for each series of the Bonds. The declaration for each series may specify the terms under which the series is issued, and may contain covenants for the benefit of owners and any providers of credit enhancement for the Bonds.

- e. Publish a notice of sale, receive bids and award the sale of each series of Bonds to the bidder complying with the notice and offering the most favorable terms to the District, or select one or more underwriters, commercial banks or other investors, and negotiate the sale of any series of the Bonds with those underwriters, commercial banks or investors.
  - f. Undertake to provide continuing disclosure for each series of the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission.
  - g. Apply for ratings for each series of the Bonds, determine whether to purchase municipal bond insurance or obtain other forms of credit enhancement (such as the Oregon School Bond Guaranty Program) for each series of the Bonds, enter into agreements with the providers of credit enhancement, and execute and deliver related documents.
  - h. Appoint paying agents and other service providers for the Bonds, and negotiate the terms of and execute agreements with those service providers.
  - i. Determine whether each series of the Bonds will bear interest that is excludable from gross income under the Internal Revenue Code of 1986, as amended, or is includable in gross income under that code. If a series bears interest that is excludable from gross income under that code, the District Official may enter into covenants to maintain the excludability of interest on that series of the Bonds from gross income.
  - j. Sell and issue one or more series of the Bonds to provide interim financing, enter into lines of credit or similar documents which permit the District to draw Bond proceeds over time, and issue Bonds to refund the Bonds that provide interim financing for those capital costs. Bonds that are issued to refund any interim financing Bonds are not be subject to the limit in Sections 1 and 2 of this resolution on the principal amount of Bonds that may be issued.
  - k. Execute any documents and take any other action in connection with the Bonds which the District Official finds will be advantageous to the District.
4. PPS hereby declares its official intent pursuant to Treasury Regulation Section 1.150-2 to reimburse itself with proceeds of the Bonds, which Bonds may be issued in multiple series, for capital costs that are paid prior to the issuance of the relevant series of 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 Portland Public Schools this 2nd day of December, 2025.

**PORTLAND PUBLIC SCHOOLS**

By: \_\_\_\_\_  
Chair, Board of Directors

**ATTEST:**

By: \_\_\_\_\_  
Superintendent

**Resolution No. 7224**

**Resolution to Appoint Student Representative to a Portland Public  
Schools Board of Education Committee**

**RECITALS**

- A. The Portland Public Schools Board of Education Policy 1.20.014-P Board Committees authorizes Board committees to appoint, subject to Board approval, advisory members from the student body or community in order to obtain internal and external stakeholder input; and to determine the length of term for such advisory members.
- B. Policy 1.20.014-P also states that advisory members may not be counted toward quorum requirements and may not vote on recommendations made to the Board.
- C. Additionally, 1.20.012-P Student Representative and District Student Council Policy states that the Student Representative shall present opportunities to members of the District Student Council (DSC) to advise Board and District committees and task forces on issues of significance to the DSC and to Portland Public Schools students.
- D. The Portland Public Schools Board of Education values student voice and seeks to strengthen student voice and engagement in the work of Board committees by appointing a Student Representative member from the District Student Council.

**RESOLVED**

The Portland Public Schools Board of Education hereby appoints Eben Cole, District Student Council Representative, to serve as a student advisory member on a Board of Education Audit Committee through June 30, 2026