

**BOARD OF EDUCATION**

Portland Public Schools  
**REGULAR MEETING**  
September 6, 2016

**Board Auditorium**

Blanchard Education Service Center  
501 N. Dixon Street  
Portland, Oregon 97227

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**Note:** Those wishing to speak before the School Board should sign the public comment sheet prior to the start of the meeting. No additional speakers will be accepted after the sign-in sheet is removed, but testifiers are welcome to sign up for the next meeting. While the School Board wants to hear from the public, comments must be limited to three minutes. All those testifying must abide by the Board's Rules of Conduct for Board meetings.

Public comment related to an action item on the agenda will be heard immediately following staff presentation on that issue. Public comment on all other matters will be heard during the "Public Comment" time.

*This meeting may be taped and televised by the media.*

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**AGENDA**

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|----|---|---------|
| 1. | <b><u>INTRODUCTION OF INTERIM SUPERINTENDENT</u></b>  | 6:00 pm |
| 2. | <b><u>STUDENT TESTIMONY</u></b>   | 6:05 pm |
| 3. | <b><u>PUBLIC COMMENT</u></b>  | 6:20 pm |
| 4. | <b><u>COMMENTS FROM SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 503, SCHOOL EMPLOYEES UNION LOCAL 140</u></b> | 6:40 pm |
| 5. | <b><u>FIRST READING: REVISED CIVIC USE OF BUILDINGS POLICY</u></b>  | 7:10 pm |
| 6. | <b><u>OREGON SCHOOL BOARD ASSOCIATION NOMINEE VOTE</u></b>  | 7:40 pm |
| 7. | <b><u>BUSINESS AGENDA</u></b>   | 7:45 pm |
| 8. | <b><u>ADJOURN</u></b>   | 8:00 pm |

**Portland Public Schools Nondiscrimination Statement**

Portland Public Schools recognizes the diversity and worth of all individuals and groups and their roles in society. The District is committed to equal opportunity and nondiscrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service.



# Board of Education

## Staff Report to the Board

**Board Meeting Date:** September 6, 2016

**Executive Committee Lead:** Yousef Awwad, CFO

**Department:** Facilities and Asset Management

**Presenter/Staff Lead:** Sara King, Director of Planning and Asset Management

**SUBJECT: Civic Use of Buildings (CUB) – Revisions to the Policy 3\_30\_010\_P, Administrative Directives 3\_30\_011\_AD and 3\_30\_012\_AD, and Increases in CUB Use Fees**

### BACKGROUND

Portland Public Schools (PPS) makes its facilities available for non-instructional community use before and after school and on weekends through its Civic Use of Buildings (CUB) program. This is an important service PPS provides the community and our facilities are greatly used.

In FY 2014-15 the non-instructional use of PPS facilities was approximately 2.2 million hours. Of those 2.2 million hours, 1.58 million hours were District use and 620 thousand hours were non-District use.

Over 1,000 different parties use PPS facilities annually, a majority of which pay no or reduced fees. The three largest non-district users In FY 2014-15 included:

- SUN School providers - 245,000 hours (pay no CUB use fee)
- Portland Parks & Recreation- 136,000 hours (pay no CUB use fee)
- Day Care providers – 103,000 hours (pay reduced CUB use fee)

In FY 2015-16 user fees totaled \$1,173,000.

Beginning in the summer of 2015, Facilities and Asset Management reviewed the policy (3\_30\_010\_P) and administrative directives (3\_30\_011\_AD and 3\_30\_012\_AD) that guide the CUB program. Staff also reviewed the schedule of fees the District currently charges for building and field use. These fees have not been reviewed in over ten years.

The approach to the project was as follows:

- Research and identify the best practices of 6-8 comparable markets
- Synthesize the 3-4 key examples of best practices
- Identify the best “prioritization of use” for the District
- Develop recommendations for changes to the current policy, ADs, and fee schedule
- Review recommendations against the PPS mission and equity goals
- Identify budget impacts of the recommended changes
- Present recommendations to the Board of Education for consideration

Based on research of best practices, the requested amendments achieve the following:

- Expand and clarify the existing priority of use guidelines;
- More broadly define the current policy (see Exhibit A);
- Expand the current ADs to provide clearer direction on the management of the Civic Use of Buildings permit process (see Exhibits B and C);
- Simplify and increase the District's current CUB fee structure to align more closely to peer schools and institutions and take into consideration the increases in facility operation costs over the last ten years.

Regarding fees, staff is proposing an increase in rental rates and other fees, but no increase in custodial fees. The fees are proposed to be increased for two reasons:

- Fees haven't been raised for over 10 years and have not kept pace with costs;
- Current rental rates are not aligned with those rental rates charged by peer organizations.

Fees are proposed to increase by approximately 20%, with the exception of classroom rental fees, which are proposed to increase by a greater amount to better align with peer organizations. See Exhibit D for a schedule of fee increases.

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## **BOARD COMMITTEE REVIEW (IF APPLICABLE)**

Business and Operations Committee unanimously approved on August 18, 2016.

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## **RELATED POLICIES / BOARD GOALS AND PRIORITIES**

The following Board policies and resolutions relate to this agreement:

Resolution 4608 - Long Range Facility Plan Guiding Principles - School facilities and grounds will be inclusive and central to the communities and neighborhoods they serve and open and accessible to all for community use.

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## **PROCESS / COMMUNITY ENGAGEMENT**

- 1) A stakeholder group consisting of PPS and Portland Parks and Recreation staff who guided and informed the process and assisted in developing recommendations for the Board of Education to consider. The stakeholders attended five meetings and provided review and input during a 12 month process. Invited stakeholders included:

- David Hobbs (FAM)
- Lorenzo Poe (Equity)
- John Payne (Security)
- Joe Creller (Risk),
- Andy Fridley (Facility Services)
- Pam Joyner (Principal MLC)
- Duyna Minoo (Sun Schools)
- Marshall Haskins (Athletics)
- Nancy Hauth (Early Childhood Programs)
- Erin Barnett (Communications)
- Sascha Perrins (P-12 Programs)
- Nicole Bassen (FAM Accounting)
- Rachel Cunningham (Legal)
- Cindy Duley (Budget Office)
- Shawn Rogers (PP&R)

- 2) At the beginning of the project, staff conducted a survey of CUB permittees to garner feedback about use priorities and proposed changes to fees. CUB staff have also been informing permittees of the possibility of use fee increases.
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### **ALIGNMENT WITH EQUITY POLICY IMPLEMENTATION PLAN**

- 1) The proposed changes in the CUB Policy and CUB fee structure should not impact the underserved community. This community is served, in large part, through the SUN program and PPS contracted daycare providers. SUN Providers do not pay CUB fees, and daycare provider fees will not be affected by the proposed changes. Custodial fees will not change.
  - 2) PPS staff who manage the SUN and Child Care services participated as project stakeholders and in the discussion of alignment with the equity policy.
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### **BUDGET / RESOURCE IMPLICATIONS**

The proposed fee increases are projected to provide an additional 20% (approximately \$234,600) in CUB revenue to the PPS general fund in FY 2017-2018. CUB fees are proposed to increase 3% annually thereafter. This 3% increase mirrors Portland Parks & Recreation's current annual fee increase.

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### **NEXT STEPS / TIMELINE / COMMUNICATION PLAN**

#### **Post Board Meeting:**

- Incorporate Board comments.

#### **If the amendments are adopted by the Board:**

- An email communication will be sent to the listserv of CUB users in October 2016;
  - The new fee structure will be posted on the CUB website and communicated to all users by CUB staff during the course of the coming year;
  - The new fee structure would be implemented July 1, 2017.
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### **QUESTIONS FOR BOARD DISCUSSION**

None

### **ATTACHMENTS:**

Exhibit A – Proposed Policy 3\_30\_010\_P (Redlined and Clean Copies)  
Exhibit B – Proposed Administrative Directive 3\_30\_011\_AD (Redlined and Clean Copies)  
Exhibit C – Proposed Administrative Directive 3\_30\_012\_AD (Redlined and Clean Copies)  
Exhibit D – Proposed Changes to CUB Fees  
Exhibit E – Proposed Resolution

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

DATE: September 6, 2016

## Public Comment for: REVISED POICY 3.30.010-P: COMMUNITY USE OF SCHOOL BUILDINGS AND FACILITIES

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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.

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**1<sup>st</sup> Reading by: Tom Koehler, Chair**, Portland Public School Board  
**Summary:** Revised Policy 3.30.010-P: Community Use of School Buildings and Facilities

**Draft Policy Web Site:** <http://www.pps.net/Page/1807>  
(click on blue "draft policy" box)

**Recommended for 1st Reading by:** Board of Education  
**Policy Contact:** Rosanne Powell, Senior Board Office Manager  
**Last Date for Comment:** September 27, 2016  
**Address:** P.O. Box 3107, Portland, OR 97208-3107  
**Telephone:** 503-916-3741  
**E-mail:** [schoolboard@pps.net](mailto:schoolboard@pps.net)

**Last Date for Comment: September 27, 2016**

### **3.30.010-P Community Use of School Buildings and Facilities (NEW)**

Portland Public Schools believes that the primary use of its buildings and facilities should be for the support of the District's mission and its commitment to academic excellence and personal success for all its students.

The District encourages the development of robust out-of-school-time programs for youth education, the mission of its schools, and the use of its buildings and facilities by these programs. Such out-of-school-time programs may be offered as a school program or by other organizations and community partners.

The public is welcome to use the District's buildings and facilities for short term use or rental if such use does not conflict with District or school use. The public shall be expected to reimburse the District for such use to ensure that funds intended for education are not used for other purposes and that the District receives fair value for the use of its buildings and facilities.

Authorization for use of District buildings and facilities shall not be considered as endorsement of or approval of the activity or organization or for the purposes it represents.

The Board directs the Superintendent to implement administrative directives that implement this policy through the Office of the Civic Use of Buildings (CUB), including procedures for reserving space in accordance with priority among users, rental rates, supervisory requirements, insurance, nondiscrimination, safety and security and other requirements as may be needed.

The Board further directs the Superintendent to provide information to the public regarding the CUB process in a manner that is equitable, accessible, and user-friendly.

Legal References: ORS 332.172

History: Adpt. 9/24/73; Amd. 8/12/74; Amd 7/1/75; Amd 7/1/76; Amd, 7/1/77; Amd 6/26/78; Amd. 8/28/79; Amd 4/12/82; Amd. 4/14/88; Amd 8/12/02, BA 2384; New Policy 8/xx/2016

### 3.30.010-P Community Use of School Buildings and Facilities

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The Board further directs the Superintendent to provide information to the public regarding the CUB process in a manner that is equitable, accessible, and user-friendly.

~~A central component of the mission of Portland Public Schools is to "support all students in achieving their very highest educational and personal potential. ..." The district's Strategic Plan presents a framework of core values, strategic objectives and strategies to guide the district's efforts in fulfilling its mission.~~

~~The Board recognizes that the K-12 education system is an integral part of the greater community, and that the greater community provides the resources for that system including buildings and property. The Board encourages partnerships with community groups whose goals forward the mission of the district, and will strive for equity within the Civic Use of Buildings application and fee process to allow for~~

## EXHIBIT A

~~community use of district facilities.~~

~~While encouraging community use of district facilities, it is the responsibility of the Board and the district to assure that district resources are focused on student achievement and are not used to subsidize non-PPS activities through the absorption of expenses resulting from facility use by community groups and individuals.~~

~~It is the policy of the Portland Public School Board to:~~

- ~~(1) Provide for the short term or temporary use or rental of district facilities by individuals, groups and organizations when such use does not conflict with district programs, operations or activities.~~
- ~~(2) Assure resources provided to the district are focused on the education mission of the district by establishing fee schedules that offset costs and are fair and consistently applied.~~
- ~~(3) Give priority to facility uses that optimize student success.~~

### **~~I. Priority Use List~~**

- ~~(1) District and schools.~~
- ~~(2) PTA/PTO.~~
- ~~(3) Approved child-care providers with a contract, Portland Parks and Recreation under a joint-use agreement, and partnerships with a cost-sharing agreement.~~
- ~~(4) Other users.~~

### **~~II. General Requirements~~**

- ~~(1) The fee schedule shall assure that users of district facilities pay rental charges, administrative and equipment fees, any direct costs, and other surcharges in accordance with the appropriate schedule or approved agreement/contract.~~



### ~~3.30.010-P Community Use of School Buildings and Facilities~~

- ~~(2) All users shall meet the liability insurance and supervision provisions as established by the superintendent.~~
- ~~(3) The superintendent shall establish rent schedules and application procedures for each of the following categories of users:
  - ~~(a) For-Profit Rent Schedule. These rental fees shall represent an approximation of the amounts that would be charged in the private sector for use of similar facilities and would apply to private entities and for profit groups or individuals. Examples include, but are not limited to, private individuals, groups or businesses; fraternal, labor, non-school employee, professional, individuals or groups who charge fees or collect contributions for their own or political purposes.~~
  - ~~(b) Non-Profit Rent Schedule. These rental fees shall represent an approximation of charges by similar entities and apply to not-for-profit and community groups for use of equivalent facilities. Examples of groups to which this schedule would apply include, but are not limited to, community service organizations, neighborhood groups and non-district educational institutions.~~
  - ~~(c) Cost Sharing Rates
    - ~~(A) Cost sharing rates represent an approximation of average cost of the operation, maintenance, and overhead costs of district facilities. The cost sharing rate schedule shall state the methodology used to arrive at these rates.~~
    - ~~(B) Groups qualifying for this rate include, but are not limited to, approved child care providers with a contract, the City of Portland Bureau of Parks and Recreation Youth Programs via the joint-use agreement, and Community School Programs and SUN schools under a cost-sharing agreement.~~
    - ~~(C) Applications for contracts, joint-use agreements and cost-sharing agreements using the cost sharing rate schedule shall apply for approval in accordance with administrative directive 3.30.012-AD~~
    - ~~(D) Groups and organizations with approved cost-sharing agreements, contracts, or joint-use agreements shall be allowed a reduced rental charge that reflects the average cost as determined by the cost-sharing rate schedule.~~
    - ~~(E) In some circumstances the cost related charges may be waived by an exchange of direct services to or provision of~~~~~~

### ~~3.30.010-P Community Use of School Buildings and Facilities~~

~~materials or supplies by the user for district students or staff. Such arrangements require district approval in accordance with 3.30.012-AD.~~

- ~~(F) The superintendent, or designee, shall have the authority to approve or disapprove all applications for cost-sharing agreements under this section, except as provided in (G).~~
- ~~(G) All cost-sharing applications that provide that the district subsidize an offset of \$25,000 or more annually shall be approved by the board.~~
- ~~(H) Prior to contract approval by the superintendent or Board, a funding plan to cover any subsidized cost of the partnership shall be identified.~~
- ~~(d) Direct Costs. All users are expected to pay for incremental costs imposed on the district through their use of district facilities regardless of their rent schedule. An example of such direct costs is the payment of overtime for custodial services for hours in which a facility would not normally be open for use.~~
- ~~(e) Waiver of Rental Charge. The following groups may use facilities rent free, but must offset direct costs when applicable:
  - ~~(A) Groups directly associated with the district. Examples include school clubs, PTA/PTO's, school employee organizations.~~
  - ~~(B) Non-profit and civic groups indirectly associated with the district that serve K-12 students without charge and hold meetings on school days prior to 6:00 p.m. Examples include youth groups such as the Boy Scouts, Girl Scouts, YMCA or similar clubs.~~~~

Legal References: ORS 332.172

History: Adpt. 9/24/73; Amd. 8/12/74; Amd 7/1/75; Amd 7/1/76; Amd, 7/1/77; Amd 6/26/78; Amd. 8/28/79; Amd 4/12/82; Amd. 4/14/88; Amd 8/12/02, BA 2384, [New Policy 8/xx/2016](#)



## Administrative Directive

3.30.011-AD

### 3.30.011-AD Community Use of School Buildings and Facilities – Short-term Use

#### I. Use of District Facilities

- a. District facilities are available for short-term use when such use does not conflict with District programs, operations, or activities and in accordance with the priority use list. Such use shall be arranged through the Civic Use of Building (CUB) department, and in accordance with this administrative directive.
- b. Administrative directive 3.30.012-AD shall be followed when the District enters into a contract or joint-use agreement and a cost –sharing partnership is present.
- c. School Principals or their designee shall review and approve short-term use to insure there are no conflicts with school use. The Senior Director of Facilities and Asset Management shall have final authority on the use of all District facilities.

#### II. Definitions

- a. “District facilities” include, but are not limited to: classrooms, gymnasiums, cafeterias, auditoriums, fields, and computer labs.

#### III. Priority of Use List

- a. District and schools.
- b. PTA/PTO/Booster Clubs.
- c. Users under Executed Special Agreements:
  - i. IGAs (i.e. Portland Parks and Recreation).
  - ii. Approved Child-Care Providers contracted by PPS (i.e. YMCA Care).
  - iii. Organizations with PPS partnership agreements (i.e. SUN Schools).
- d. Youth Activities for PPS students provided through Non Profit/Community Entitles.
- e. Youth Activities for PPS students provided through For Profit/Community Entitles.
- f. Other users.

## EXHIBIT B

### IV. Terms of Use

- a. Responsibility – Permittee agrees to supervise and accept responsibility for the activity and conduct of its participants and to abide by the terms and conditions listed on the CUB application.
- b. Compliance – Permittee must comply with all other District policies; health and safety regulations; and city, county and state regulations.
- c. Indemnification – Permittee agrees to assume liability for damages and injury that occur as a result of the use permitted.
- d. Insurance - Permittee may be required to provide proof of insurance naming the District as an additional insured or purchase insurance through the CUB office.
- e. Accessibility – Permittee shall be responsible for determining the accessibility of the building and the specific areas permitted, as not all areas of District facilities are accessible.
- f. Equipment and Storage - Permittee shall not deliver, store or build any equipment or storage containers on District facilities without obtaining written approval from the CUB office. The District reserves the right to remove, at permittee's cost, any unapproved equipment or storage containers on District facilities 30 days after written notice to permittee. The District may charge for such storage at its sole discretion.
- g. Non Transferability of Permit – Permittee may not sell, assign, or otherwise convey the permit.
- h. Limitation of Use – The following are NOT permitted in District facilities:
  - i. Alcohol, drugs, tobacco, gambling, and weapons.
  - ii. Outside food and beverages without special permission. Food and beverages strictly prohibited in auditoriums and computer labs.
  - iii. Advertising, sale of merchandise, and commercial enterprises.
  - iv. Public dances.
- i. Custodial Services – Unless a District site administrator, as defined below, is provided during the permitted period, District shall require District custodial services be provided for all permitted indoor use of the District facilities when a District custodian is not scheduled at the site. All costs associated with the District custodian requirement shall be borne by the permittee. Overtime rates shall apply.
- j. District Supervision – In the event that there is no District custodial designee assigned during the permitted period, a District site administrator must be present during the entire event and shall take responsibility for securing and cleaning the facility.
- k. Security – The District reserves the right to require 3<sup>rd</sup> party security be present during a permitted event. The Director of District Security Services shall

## EXHIBIT B

determine the circumstances when such 3<sup>rd</sup> party security shall be required. All costs associated with the security shall be borne by the permittee.

- l. Nutritional Services – District Nutritional Services reserves the right to allow use of District kitchen equipment. If District kitchen equipment is used, an invoice for such use will be issued to the permittee directly from the office of Nutritional Services.
- m. Blanket Permits – The District shall not issue blanket permits for weekend use.
- n. Enforcement – District site administrator and/or custodial staff have the authority to enforce compliance to the Terms of Use.
- o. Violation of Terms – Violation of the Terms of Use shall be cause for cancellation of the permit and possible restriction of future use of District facilities.

### **V. Application Process**

- a. A CUB application shall be submitted to the CUB office via the online application process.
- b. The person making the application shall be at least 18 years of age and agrees, by signature, to all terms and conditions set forth in the application.
- c. All portions of the application shall be completed according to the written instruction.
- d. Applications shall be submitted at least 20 days prior to the requested use to allow for processing.

### **VI. Approval Process**

- a. CUB applications are forwarded to the District site administrator of the facility requested. Approval is based on:
  - i. Availability of the space requested and the priority list.
  - ii. Appropriateness of the activity for the space requested.
- b. The application is then forwarded electronically by the site administrator to the CUB office for final approval, scheduling, invoicing, and the issuance of the use permit.

### **VII. Invoicing**

- a. The applicant will receive an invoice if fees are assessed. A use permit will be issued upon receipt of payment.

### **VIII. Fees**

- a. A nonrefundable application fee is required for non-District activities.
- b. Usage fees will be assessed according to the current fee schedule, which shall be escalated annually by three percent (3%).
- c. No volume or in-kind discounts shall be provided.

## EXHIBIT B

- d. Fees are invoiced upon approval of use by the site administrator of the requested facility.
- e. Payment is due upon receipt of the invoice in order to confirm the permit.
- f. Payment is made directly to CUB office by credit card, check, cash, or money order.
- g. Use fee categories are:
  - i. For-Profit
  - ii. Non-Profit
  - iii. Cost-Sharing Rates (see 3.30.012-AD)
  - iv. Additional fees (i.e. security, custodian, storage, etc.)
  - v. Application, change, and cancelation fees

### IX. Use Permit

- a. Upon payment of the invoice, a CUB permit will be issued to the applicant and to the site administrator and custodian of the permitted facility. **The permit must be presented to the site administrator or custodian upon arrival.**
- b. Changes to any portion of the permit must be approved by the site administrator of the permitted facility. In addition to any applicable use fees, the following provisions apply:
  - i. One change shall be allowed free of charge. Thereafter, a change fee is assessed to alter the permit.
  - ii. A corrected CUB permit must be issued.

### X. Cancellations

- a. Cancellation by a permittee.
  - i. If a permit is canceled more than 2 weeks before the event, a cancellation fee will be retained.
  - ii. If a permit is canceled less than 2 weeks before the event, 50% of the use fee will be retained.
  - iii. If a permit is canceled less than 24 hours before the event 100% of rental fee will be retained.
- b. Cancellation by the District may be necessary due to unforeseen circumstances and require:
  - i. A good faith effort by the District to provide a 5 day notice to the permittee.
  - ii. Activities to be relocated to an appropriate site whenever possible.
  - iii. In the event an activity cannot be relocated 100% of the portion of the rental fee associated with the cancelation shall be refunded.

EXHIBIT B

Policy Implemented:  
3.30.010/ History: Adpt.  
8/12/02,  
Revised: 8//XX/16

**For official use only**

**Approved:**

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**08/XX/2016**

Superintendent

Date

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**3.30.011-AD Community Use of School Buildings and Facilities – Short-term Use**

**I. Use of District Facilities**

- (1) District facilities are available for short-term use when such use does not conflict with district programs, operations, or activities and in accordance with the priority use list. Such use shall be arranged through the Civic Use of Buildings ([CUB](#)) department, and in accordance with this administrative directive.
- (2) Administrative directive 3.30.012-AD shall be followed when the district enters into a contract or joint-use agreement and a cost-sharing partnership is present.

(3) School Principals or their designee shall review and approve short-term use to insure there are no conflicts with school use. The Senior Director of Facilities and Asset Management shall have final authority on the use of all District facilities.

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**II. Definitions**

- (1) "District facilities" include, but are not limited to: classrooms, gymnasiums, cafeterias, auditoriums, fields, computer labs.

**III. Priority Use List:**

- (1) ~~(4)~~ District and schools.
- (2) PTA/PTO/Booster Clubs.
- (3) Users Under Executed Special Agreement.
  - (a) IGAs (i.e. Portland Parks and Recreation).
  - (b) Approved Child-Care Providers contracted by PPS (i.e. YMCA Care).
  - (c) Organizations with PPS partnership agreements (i.e. SUN School).
- (4) Youth Activities for PPS students provided through Non Profit/Community Entities.
- (5) Youth Activities for PPS students provided through For Profit/Community Entities.
- (6) Other users.

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IV. District and schools.

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~~(2) PTA/PTO.~~

~~(3) Approved child care providers with a contract, Portland Parks and Recreation under a joint-use agreement, and partnerships with a cost-sharing contract.~~

~~(4) Outside user groups and other partnerships.~~

Terms of Use

~~(1) Supervision Responsibility – applicant Permittee agrees to supervise and accept responsibility for activity and conduct of participants and to abide by the conditions of use listed on the CUB application.~~

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EXHIBIT B

(2) Compliance – Permittee must comply with all other district policies; health and safety regulations; and city, county and state regulations.

(3) Indemnification Liability - applicant Permittee agrees, by signature, to assume liability for damages and injury that occur as a result of the use permitted.

(4) Insurance – Permittee may be required to provide proof of insurance, naming the District as an additional insured or purchase insurance through the CUB office.

(5) Accessibility – It is the responsibility of the a Permittee applicant/ permit holder shall to be responsible for determining accessibility the accessibility of the building and the specific areas requested, as not all areas of District facilities are for use since not all areas of all buildings are accessible accessible.

(6) Equipment and Storage - Permittee shall not deliver, store or build any equipment or storage containers on District premises without obtaining written approval. District reserves the right to remove, at permittee's cost, any non-approved equipment or storage containers after 30 days after written notification to permittee. The District may charge for such storage at its sole discretion.

(7) Non Transferability of Permit – Permittee may not sell, assign, or otherwise convey the permit.

(8) Limitations of Use – The following are NOT permitted in District facilities:

- (a) Alcohol, drugs, tobacco, gambling and weapons.
- (b) Food and beverages without special permission. No food and beverages allowed in auditoriums or computer labs.
- (c) Advertising, sale of merchandise, and commercial enterprises.
- (d) Public dances.

(9) Custodial Services – Unless District Supervision, as defined below, District shall require District custodial services be provided for all permitted indoor use of District facilities when a District custodian is not scheduled at the site.

(10) District Supervision - In the event that there is no District custodial designee assigned during the permitted period, a District site administrator must be present during the entire event and shall take responsibility and liability for securing and cleaning the facility.

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EXHIBIT B

(11) Security – District reserves the right to require 3rd party security be present during a permitted event. The Director of District Security Services shall determine the circumstances when such 3<sup>rd</sup> party security shall be required. All costs associated with the security shall be borne by the permittee.

~~An inquiry to the facility ensures accurate information about specific space accessibility.~~

(12) Nutritional Services - District Nutritional Services reserves the right to allow use of District kitchen equipment. If District kitchen equipment is used, an invoice for such use will be issued to the permittee directly from the office of Nutritional Services.

(13) Blanket Permits – District shall not issue blanket permits for weekend use.

~~(4) Safety awareness is the responsibility of the permit holder~~

~~(a) Emergency exits and fire extinguishers~~

~~(b) Exits must not be blocked~~

~~(c) Capacity limits must be adhered to~~

~~(d) Extension cords must not pose a threat~~

~~(5) Limitations – the following are not permitted in district facilities or on school grounds~~

~~(a) Alcohol, drugs, tobacco, gambling and weapons.~~

~~(b) Food and beverages are not allowed in gyms, auditoriums or computer labs.~~

~~(c) Advertising, sale of merchandise, and commercial enterprises are not allowed in district facilities.~~

~~(d) Public dances.~~

~~(6) Compliance must be maintained with all other district policies; health and safety regulations; and city, county and state regulations.~~

~~(14) (7) Enforcement-The District building site administrator and/or custodial staff have the authority to enforce compliance according to the terms of use.~~

~~(15) (8) Violations of building Terms – Violation of the Terms of Use procedure will be subject cause for cancellation of the use permit and possible restriction of future use of District facilities.~~

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IV. Application Process

EXHIBIT B

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(1) A CUB application shall be submitted ~~at the school/facility requested~~ to the CUB Office via the online application process. ~~(2) CUB applications are available at:~~

~~(a) School building offices~~

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~~(b) CUB office (501 North Dixon)~~

~~(c) PPS Web site, [www.pps.k12.or.us/district/depts/cub](http://www.pps.k12.or.us/district/depts/cub)~~

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~~(3)~~ The person making application shall be at least 18 years of age and agrees, by signature, to all conditions set forth ~~on in the page one and two of~~ ~~the~~ application

~~(4)~~ All portions of the application shall be completed according to the written ~~directions~~ instructions.

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## 3.30.011- AD

~~(5)4~~ Applications shall be submitted at least 20 days prior to the requested use ~~to allow to~~ allow for processing.

~~(6) The nonrefundable application fee shall accompany the CUB application~~

### V. Approval Process

(1) CUB applications are ~~submitted forwarded via on-line process~~ to the District building site administrator of facility requested. Approval is based on:

- (a) Availability of the space requested and priority list.
- (b) Appropriateness of the activity for the space requested.

~~(2) The application is then forwarded electronically by the administrator to~~ the CUB office for:

~~(a) final approval. Final approval~~

~~(b) S scheduling, invoicing and the~~

~~(c) The applicant will receive a use permit if no fees are due issuance of the use permit.~~

### VI. Invoicing

(1) The applicant will receive an invoice if fees are assessed. A use permit will be issued upon receipt of payment.

### VII. Fees

(1) A nonrefundable application fee is required ~~for non-District activities. d for non-District activities.~~ and must accompany the application. ~~Fee is invoiced upon approval of use from the requested facility.~~

(2) Usage fees ~~will be reviewed annually and~~ will be assessed according to the current fee schedule, ~~which shall be escalated annually by three percent (3%).~~

~~(3) No volume or in-kind discounts shall be provided. that applies to the user group~~

~~(4) Fees are invoiced upon approval of use from the requested facility. Payment is due upon receipt of invoice to confirm facility reservation. Payment is made directly to Civic Use of buildings by VISA credit card, check, cash, or money order.~~

(5) Use Fees Categories

~~(a) (a) For-Profit~~

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### 3.30.011- AD

~~(b) (b) Non-Profit~~

~~(c) (e) Cost-Sharing Rates (see 3.30.012-AD) (e) Direct Costs~~

~~(d) (Additional fees (i.e. security, custodian, storage, nutritional services)~~

~~e) Waiver of Rental Charges,~~

~~(e) (f) Change fees and cancelation fees~~

~~-Additional charges~~

~~(3) Fee is invoiced upon approval of use from the requested facility.~~

~~Inquiries about fees can be directed to the CUB office — 503-916-3268 or 503-916-3156.~~

~~(4) An invoice will be sent to the applicant. Charges will correspond with hours of use for space, equipment, related staff services, including but not limited to:~~

~~(a) Custodial~~

~~(b) faculty representative (high school auditorium)~~

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## 3.30.011- AD

~~(c) nutrition services (if kitchen equipment is used) CUB office does not invoice for Nutrition Svcs. That is handled directly thru that office. CUB sends a copy of all permits that have kitchen use to Nutrition Svcs.~~

~~(5) Payment is due upon receipt of invoice to confirm facility reservation. Payment is made directly to Civic Use of buildings by VISA, check, cash, or money order.~~

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### VIII. Use Permit

- (1) Upon payment of the invoice, a CUB permit will be issued to the applicant and to the administrator and custodian of the facility requested. **The permit must be presented to the building custodian or site administrator upon arrival.**
- (2) Changes to any portion of the permit must be approved by the administrator of the facility. ~~In addition to any applicable use fees with~~ the following provisions apply:
  - (a) ~~One change shall be allowed free of charge. Thereafter, A a \$15.00 f fee is required to change a permit in addition to any applicable rental and staff fees. Not current practice based on Director request. That Director is no longer with the District~~
  - (b) A corrected CUB permit is issued.
- (3) Activities must terminate in time to clear building by time stated on the permit to avoid additional charges.

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### IX. Cancellations

- (1) Activity cancellation by a permit holder requires:
  - (a) 10 business days notice.
  - (b) ~~\$50.00A processing-cancellation~~ fee will be retained.
  - (c) ~~If the permit is canceled \$50.00 plus 10% of rental fee retained if cancellation is less than 10 days before the event. a cancelation fee plus 10% of rental fee retained.~~
  - (d) 100% ~~or of the userental~~ fee is retained if cancellation notification is less than 24 hours.
- (2) Cancellation by the Portland School District may be necessary due to unforeseen circumstances and require:
  - (a) ~~District will make a good faith effort to provide a A minimum of 55 days noticedays' notice will be given~~ to the permit holder.
  - (b) Activities will be relocated to an appropriate site whenever possible.
  - (c) In the event an activity cannot be relocated 100% of the rental fee will be refunded.

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### ~~X. Terms of Use~~

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### 3.30.011- AD

~~(1) Supervision — applicant agrees to supervise and accept responsibility for activity and conduct of participants and to abide by the conditions of use listed on CUB application.~~

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~~(2) Liability — applicant agrees, by signature, to assume liability for damages that occur as a result of the use permitted.~~

~~(3) Accessibility — It is the responsibility of the applicant/ permit holder to determine accessibility of the building and the specific areas requested for use since not all areas of all buildings are accessible. An inquiry to the facility ensures accurate information about specific space accessibility.~~

~~(4) Safety awareness is the responsibility of the permit holder~~

~~(a) Emergency exits and fire extinguishers~~

~~(b) Exits must not be blocked~~

~~(c) Capacity limits must be adhered to~~

~~(d) Extension cords must not pose a threat~~

~~(5) Limitations — the following are not permitted in district facilities or on school grounds~~

~~(a) Alcohol, drugs, tobacco, gambling and weapons.~~

~~(b) Food and beverages are not allowed in gyms, auditoriums or computer labs.~~

~~(c) Advertising, sale of merchandise, and commercial enterprises are not allowed in district facilities.~~

~~(d) Public dances.~~

~~(6) Compliance must be maintained with all other district policies; health and safety regulations; and city, county and state regulations.~~

~~(7) The building administrator and/or custodial staff have the authority to enforce compliance according to the terms of use.~~

~~(8) Violations of building use procedure will be subject to cancellation of the use permit and possible restriction of future use.~~

Policy Implemented: 3.30.010-

History: Adpt. 8/12/02,

Revised: 8//XX/16

For official use only



08/12/0208/XX/2016

Superintendent

Date

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## Administrative Directive

3.30.012-AD

### 3.30.012-AD Community Use of School Buildings and Facilities – Shared Cost Agreements

#### I. Use of District Facilities

- a. This administrative directive shall be followed when the District enters into a contract, joint use agreement or cost sharing agreement.
- b. District facilities are available for a cost sharing agreement when such use does not conflict with District programs, operations or activities, is in accordance with the priority use list, and optimizes the use of District facilities for student success.
- c. The Senior Director of Facilities and Asset Management shall have final authority on the use of all District facilities.

#### II. Definitions

- a. “District facilities” include, but are not limited to: classrooms, gymnasiums, cafeterias, auditoriums, fields, and computer labs.
- b. “Cost sharing agreement” is defined as a contractual relationship that the District enters into with a public or private entity in which the District applies a cost sharing rate.
- c. “Cost sharing rate” is a rate that represents an approximation of the average cost of the operation, maintenance and overhead costs of District facilities. The District may allow a waiver of the cost sharing rate to be offset with service or supplies when those services or supplies substantially benefit the District, students or teachers and directly support the District’s goals in student achievement.

#### III. Priority of Use List

- a. District and schools.
- b. PTA/PTO/Booster Clubs.
- c. Users under Executed Special Agreements:
  - i. IGAs (i.e. Portland Parks and Recreation).
  - ii. Approved Child-Care Providers contracted by PPS (i.e. YMCA Care).
  - iii. Organizations with PPS partnership agreements (i.e. SUN Schools).
- d. Youth Activities for PPS students provided through Non Profit/Community Entitles.

## EXHIBIT C

- e. Youth Activities for PPS students provided through For Profit/Community Entitles.
- f. Other users.

### **IV. Cost Sharing Application Process**

- a. Public or private entities wanting to enter into a contract, joint use agreement or cost sharing agreement with the District shall apply by completing the appropriate process through the District's Partnership Office. The Senior Director of Facilities and Asset Management or their designee shall be included in all processes to assess impacts and costs associated with the use of District facilities.
- b. All contracts must be executed at least 120 days prior to the proposed date of occupancy.

### **V. Cost Sharing Review Process**

- a. The Superintendent shall task the Senior Director of Facilities and Asset Management with creating a committee process to consider applications using cost sharing rates and to assure they comply with the CUB policy and this administrative directive. The committee shall include one member each from Education Operations, the Partnership Office, Facilities and Asset Management, the Finance Office, and one CUB staff member appointed by the Senior Director of Facilities and Asset Management.
- b. The committee shall meet when necessary to consider applications using cost sharing rates and to comply with the CUB policy and this administrative directive.
- c. The Partnership Office shall:
  - i. Provide the applicant with the status of the application within 30 days of the receipt of the application.
  - ii. Notify the applicant if the committee requests additional documentation or attendance of the applicant at a committee meeting.
  - iii. Provide an opportunity for the site administrator of the impacted site or department to review the application and provide input prior to the committee's decision.

### **VI. Cost Sharing Approval Process**

- a. The Superintendent or their designee shall have the authority to approve or deny all applications using the cost sharing rate schedule except as provided below.
- b. The board shall approve all cost sharing applications whereby the District subsidizes an offset of \$50,000 or more annually.

## EXHIBIT C

- c. Prior to contract approval by the Superintendent or Board, a funding plan to cover any subsidized cost of the agreement shall be identified.

### VII. Application Process

- a. A CUB application shall be submitted to the CUB office via the online application process.
- b. The person making the application shall be at least 18 years of age and agrees, by signature, to all conditions set forth in the application.
- c. All portions of the application shall be completed according to the written instruction.
- d. Applications shall be submitted at least 20 days prior to the requested use to allow for processing.

### VIII. Invoicing

- a. Upon approval and final determination of terms and rates, cost share users will be invoiced in accordance with the terms of the contract, joint use agreement, or cost sharing agreement.
- b. Use of the District facilities utilizing the cost sharing rate schedule shall not begin until the contract or agreement has been signed by all parties. If use of a facility begins prior to signing, the user shall pay according to the CUB non-profit and other fee schedules.

### IX. Minimal Contract Terms

- a. Approved cost sharing contracts and agreements shall include at minimum the following terms:
  - i. A description of any and all fees and costs that will be paid or waived and details of the benefit gained by the District, students or teachers by offsetting fee.
  - ii. **All terms and conditions included in administrative directive 3.30.011-AD.**

Policy Implemented:

3.30.010-P History:

8/12/02

Revised: 8/xx/16

EXHIBIT C

**For official use only**

**Approved:**

Superintendent

Date

## EXHIBIT C



### Administrative Directive

3.30.012-AD

#### 3.30.012-AD Community Use of School Buildings and Facilities – Shared Cost Agreements

##### I. Use of District Facilities

- (1) This administrative directive shall be followed when the district enters into a contract, joint use agreement or cost sharing agreement using the cost sharing rate schedule (see 3.30.010-P (II)(3)(c)).
- (2) District facilities are available for a cost sharing agreement when such use does not conflict with district programs ~~or~~ operations or activities, is in accordance with the priority use list, and optimizes the use of district facilities for student success.

(3) The Senior Director of Facilities and Asset Management shall have final authority on the use of all District facilities.

##### II. Definitions

- (1) “District facilities” include, but are not limited to: classrooms, gymnasiums, cafeterias, auditoriums, fields, libraries, and computer labs.
- (2) “Cost sharing agreement” is defined as a contractual relationship that the ~~district~~ District enters into with a public or private entity in which the ~~district-District~~ applies a cost sharing rate.
- (3) “Cost Sharing Rate” is a rate that represents an approximation of the average cost of the operation, maintenance and overhead costs of district facilities. The district may allow a waiver of the cost sharing rate to be offset with services or supplies when those services or supplies substantially benefit the district, students or teachers. ~~In addition, the benefits offered must and~~ directly support the ~~district’s-District’s~~ goals in student achievement.

##### III. Priority Use List:

- (1) District and schools.
- (2) PTA/PTO/Booster Clubs.
- (3) Users Under Executed Special Agreement
  - a. IGAs (i.e. Portland Parks and Recreation)
  - b. Approved Child-Care Providers contracted by PPS (i.e. YMCA Care)
  - c. Organizations with PPS partnership agreements (i.e. SUN School)

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## EXHIBIT C

(4) Youth Activities for PPS students provided through Non Profit/Community Entities

(5) Youth Activities for PPS students provided through For Profit/Community Entities

(6) Other users.

### **III. Priority Use List**

~~(1) District and schools.~~

~~(2) PTA/PTO.~~

~~(3) Approved child care providers with a contract, Portland Parks and Recreation under a joint use agreement, and partnerships with a cost sharing agreement.~~

~~(4) Other users.~~

### **IV. Cost Sharing Application Process**

(1) Public or private entities wanting to enter into a cost sharing contract, joint use agreement or cost sharing agreement with the ~~district~~ District shall apply by completing the appropriate ~~PPS application form~~ process through the district's Partnership Office. The Senior Director of Facilities and Asset Management or their designee shall be included in all processes to access impacts and costs associated with the use of District facilities.

**Comment [KC1]:** Andre Jackson. Is it appropriate to be in this doc?

- (2) ~~The completed application form~~All contracts must be executed shall be forwarded to the district's Partnership Office at least ~~60-120~~ days prior to the proposed date of occupancy. ~~Forms may be obtained at the PPS-CUB Office or on the district website.~~

Comment [KC2]: CUB has never had these forms.

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#### **V. Cost Sharing Review Process**

- (1) The Superintendent shall ~~task the Senior Director of Facilities and Asset Management with~~creating a committee process to consider applications using the cost sharing rates and to assure they comply with (V)(3) Community Use of Facilities Committee. The ~~committee shall consist of~~process shall include one member each from education operations, the partnership office, facilities, the finance office, and one ~~other-CUB~~ staff member appointed by the ~~Superintendent~~Senior Director of Facilities and Asset Management.
- (2) The ~~Community Use of Facilities C~~committee shall meet when necessary to consider applications using the cost sharing rates and to comply with (V)(3)
- (3) The Partnership Office shall:
- (a) Provide the applicant with the status of the application within 30 days of the receipt of the application.
  - (b) Notify the applicant if the committee requests additional documentation or an appearance at a committee meeting by the applicant.
  - (c) Provide an opportunity for the administrator of the affected site or department to review the application and provide input prior to the committee's decision.

#### **VI. Cost Sharing Approval Process**

- (1) The Superintendent, or designee, shall have the authority to approve or disapprove all applications using the cost sharing rate schedule except as provided in (2).
- (2) The board shall approve all cost sharing applications that provide that the district subsidizes an offset of ~~\$2550~~,000 or more annually.
- (3) Prior to contract approval by the Superintendent or Board, a funding plan to cover any subsidized cost of the agreement shall be identified.

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#### **VII.**

#### **IV. Permit Application Process**

- (1) A CUB application shall be submitted to the CUB Office via the online application process.
- (2) The person making application shall be at least 18 years of age and agrees, by signature, to all conditions set forth in the application
- (3) All portions of the application shall be completed according to the written instructions.
- (4) Applications shall be submitted at least 20 days prior to the requested use to allow for processing



**Invoicing**

- (1) Upon approval and final determination of terms and rates, cost sharing rate users will be invoiced in accordance with the terms of the contract, joint use agreement or cost sharing agreement.
- (2) Use of district facilities utilizing the cost sharing rate schedule shall not begin until the contract or agreement has been signed by all parties. If use of a facility does begin prior to signing, the user shall pay according to the non-profit rate schedule in addition to any direct costs.

**VIII. Minimal Contract Terms**

Approved cost sharing contracts and agreements shall include at a minimum the following terms:

- (1) A description of any and all fees and costs that will be paid or waived and details of the benefit gained by the district, students or teachers by offsetting the fees.
- (2) All contract terms included in 3.30.011-AD.

**3.30.012-AD**

(1) ~~A description of any and all fees and costs that will be paid or waived and details of the benefit gained by the district, students or teachers by offsetting the fees.~~

(2) ~~All other contract terms included in 3.30.011-AD (X)(1)-(9)~~

Policy Implemented: 3.30.010-P

History: 8/12/02

Revised: 8/xx/16

For official use only

Approved:

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Superintendent Date

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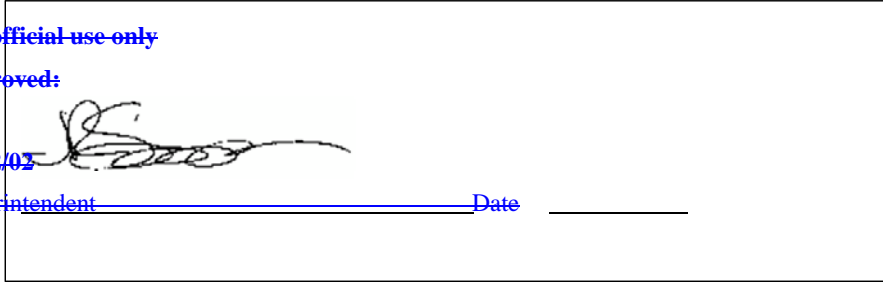
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~~Approved:~~

~~08/12/02~~

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~~Superintendent~~ Date \_\_\_\_\_



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## CIVIC USE OF BUILDINGS FEE REVISIONS (PROPOSED)

### Recommendation:

1. Increase all rental fees, except the classroom rental fee, by 20%. Please note that if the current rental fee had been adjusted year over year for the past ten years by either 2% or the consumer price index the adjusted fee would be greater than recommended increases below.
2. Increase the classroom fee from \$10/hour to \$15.00/hour for elementary and middle school classroom use (50% increase) and from \$10/hour to \$25.00/hour for high school classroom use (150% increase). This increase brings the class room rental fees into closer alignment with other school districts.
3. Maintain current custodial fees and add a new fee for insurance coverage for organizations that do not otherwise carry insurance to cover permitted activities. The cost of the coverage will be determined on a case by case basis.
4. Implement fee changes as of July 1, 2017 and increase rental fees by 3% annually thereafter.

FINAL Recommendation (effective July 1, 2017 with a 3% annual increase)*				
Recommended Fees	Current Non Profit	Recommended Non Profit	Current For Profit	Recommended Profit
Cafeteria ES/MS	\$ 22.50	\$ 27.00	\$ 40.00	\$ 48.00
Cafeteria HS	\$ 55.00	\$ 66.00	\$ 75.00	\$ 90.00
Gym ES/MS	\$ 30.00	\$ 36.00	\$ 50.00	\$ 60.00
Gym HS	\$ 65.00	\$ 78.00	\$ 85.00	\$ 102.00
Lab ES/MS	\$ 50.00	\$ 60.00	\$ 50.00	\$ 60.00
Lab HS	\$ 50.00	\$ 60.00	\$ 50.00	\$ 60.00
Auditorium ES/MS	\$ 40.00	\$ 48.00	\$ 60.00	\$ 72.00
Auditorium HS	\$ 75.00	\$ 90.00	\$ 95.00	\$ 114.00
Classroom ES/MS	\$ 10.00	\$ 15.00	\$ 15.00	\$ 25.00
Classroom HS	\$ 10.00	\$ 25.00	\$ 15.00	\$ 35.00
Grass Fields ES/MS	\$ 15.00	\$ 18.00	\$ 20.00	\$ 24.00
Turf Fields ES/MS	\$ 25.00	\$ 30.00	\$ 25.00	\$ 30.00
Turf Fields HS	\$ 75.00	\$ 90.00	\$ 125.00	\$ 150.00
Custodian	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00
Custodian - OT	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00
Insurance Coverage If Needed (New Fee)	none	TBD	none	TBD

## EXHIBIT D

### **Additional Changes:**

1. Volume discounts are eliminated.
2. Fee reductions in exchange for services are eliminated.
3. Application fee is increased from \$15 to \$25 (one change per permit allowed).
4. Change fee increased from \$20 to \$25.
5. Cancellation fees changed as follow:
  - a) Cancelation at least two weeks prior to the permitted event \$50.
  - b) Cancelation less than two weeks prior to the permitted event 50% of rental fee.
  - c) Cancelation occurs within 24 hours of the permitted event 100% of rental fee.

## EXHIBIT E

### RESOLUTION No. XXXX

#### Amend Community Use of School Buildings and Facilities Policy.

#### RECITAL

- A. The 2012 Board-adopted Long Range Facility Plan states that “school facilities and grounds will be inclusive and central to the communities and neighborhoods they serve and open and accessible to all for community use;”
- B. Portland Public Schools (PPS), through its Civic Use of Buildings program, makes its facilities and grounds available for the community when not in instructional use and the community has utilized approximately 2,200,000 hours of facility and ground use in FY 2014-2015;
- C. The Community Use of School Buildings Policy outlines the direction, priority of uses and general requirements for a program that manages the non-instructional use of PPS facilities and grounds and this policy and related administrative directives have not been amended since 2002;
- D. PPS charges registration, room and custodial fees for selected community use of its facilities and grounds but has not revised its fees in at least 10 years;
- E. PPS has reviewed peer school and parks districts for general requirements and fee parity for community use of facilities and grounds.

#### RESOLUTION

- 1. Policy 3.30.010-P is amended to reiterate PPS’ commitment to providing facilities and grounds to the public during non-instructional hours for community use and to direct the Superintendent to implement ADs with specific procedures
- 2. Administrative Directives 3.30.011 AD and 3.30.012 – AD are amended to govern procedures and rules for reserving spaces, including requirements for security, insurance, custodian coverage, priority use, rental rates, subletting restrictions and district decision-making authority.

*Y. Awwad/S. King*

# NOMINATION FORM OSBA BOARD OF DIRECTORS REGIONAL MEMBER

Date September 6, 2016

Betty Reynolds, OSBA President-Elect  
Oregon School Boards Association  
1201 Court Street NE, Ste 400  
Salem, OR 97301  
Fax: 503-588-2813  
E-mail: [OSBAelections@osba.org](mailto:OSBAelections@osba.org)

**Nominations are due by 5 p.m., September 30, 2016.**

Return this form, all candidate information forms, and your photo to the OSBA office.

Fax to: 503-588-2813

E-mail to: [osbaelections@osba.org](mailto:osbaelections@osba.org)

Mail to: Oregon School Boards Association  
1201 Court Street NE, Ste 400  
Salem, OR 97301

Dear Betty Reynolds:

With this letter, our board nominates the candidate named below to the OSBA Board of Directors for region Multnomah, position # 19.

## CANDIDATE INFORMATION

Name: Paul Anthony  
District/ESD/Community College: Portland Public Schools  
Address: 501 N. Dixon Street  
City: Portland, Oregon ZIP 97227  
E-mail: panthony@pps.net Phone: 503-367-9679

This nomination was approved by an official action of our board of directors at a duly called meeting on September 6, 2016.  
(date)

Sincerely, \_\_\_\_\_

(Board chair signature)

Name: Tom Koehler

District: Portland Public Schools

Address: 501 N. Dixon St

City: Portland, OR ZIP 97227



## Board of Education Informational Report

### MEMORANDUM

**Date:** August 29, 2016

**To:** Board of Education

**From:** Yousef Awwad, CFO

YA

**Subject:** Borrowing (FF&C) resolution for 9/6/2016 authorization

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As you are aware, the Board of Education passed Resolution 5299 on June 28, 2016 declaring our intent to borrow \$5,000,000.00 to cover some of the costs of the immediate environmental, health and safety issues and assessments, and to potentially reimburse the District for such expenditures from potential future bond proceeds.

This resolution authorizes the Chief Financial Officer to publish a of Notice of Bond Authorization (our intent to borrow under ORS 287A.150 (revenue bonds)), defines "revenue" pursuant to ORS 287A.001 (17) and at such time as this required Notice is satisfied to also negotiate the structure of the borrowing, including rates and terms with commercial banks or other potential investors.

**RESOLUTION No. \_\_\_\_\_**

**Resolution Calling for Publication of Notice and  
Authorizing Full Faith and Credit Bonds**

**RECITALS**

A. Portland Public Schools, Multnomah County, Oregon also known as Multnomah County School District 1J (the “District”) is authorized to issue revenue bonds for a public purpose by ORS 287A.150 and related provisions of ORS 287A (collectively, the “Act”), which state that those bonds may be payable from all or any portion of the “revenue” of the District, as defined in ORS 287A.001(17); and,

B. ORS 287A.001(17) defines “revenue” to mean all fees, tolls, excise taxes, assessments, property taxes and other taxes, rates, charges, rentals and other income or receipts derived by a public body or to which a public body is entitled; and,

C. The District desires to issue revenue bonds under the Act that are secured by all lawfully available funds of the District and a pledge of the District’s full faith and credit and taxing power, as permitted by ORS 287A.315, to finance up to \$5 million for projects that remediate health and safety concerns, including [repairs to the water system](#), lead paint [encapsulation and abatement](#), ~~a facility condition assessment, and~~ an environmental health and safety assessment ~~{District:—Any additional~~ [and other health and safety related projects?](#) (collectively, the “Projects”); and,

D. ORS 287A.150 and related provisions of the Act permit the District to authorize revenue bonds by publishing a notice describing the revenue bonds. Unless at least five percent of the District’s electors sign and file a petition to refer the bonds to an election within sixty days after the notice is published, the District may issue the revenue bonds described in the notice; and,

[E. The District is permitted to refund outstanding borrowings under ORS 287A.360-380.](#)

~~E~~F. The District’s Board (the “Board”) adopts this resolution to authorize the revenue bonds described in the notice that is attached to this resolution as Exhibit A, to authorize [refunding](#) revenue bonds, and to delegate to the District staff the authority to sell and issue those bonds.

**RESOLUTION**



Section 1. Revenue Bonds Authorized under the Act. The District hereby authorizes the issuance of a principal amount of revenue bonds that is sufficient to provide net proceeds of up to ~~[\$5 million]~~ to pay for costs of the Projects, ~~[plus additional amounts that are required to pay costs related to the bonds]~~. The District estimates that the total principal amount of revenue bonds required for this purpose will not exceed ~~[\$5.05 million]~~. The revenue bonds authorized by this section shall be issued and sold in accordance with the Act and Section 2 of this resolution

A. The bonds authorized by this Section 1 shall be payable from all lawfully available funds of the District and shall be secured by the District's full faith and credit and taxing power within the limitations of Article XI, Sections 11 and 11b of the Oregon Constitution as permitted by ORS 287A.315.

B. No bonds authorized by this Section 1 may be sold and no purchase agreement for any of those bonds may be executed until at least sixty (60) days after publication of the Notice of Revenue Bond Authorization, which is attached to this resolution as Exhibit A (the "Notice"). The Notice shall specify the last date on which petitions may be submitted, and shall be published in at least one newspaper of general circulation in the District in the same manner as are other public notices of the District. If petitions for an election, containing valid signatures of not less than five percent (5%) of the District's electors, are received within the time indicated in the Notice, the question of issuing the bonds authorized by this Section 1 shall be placed on the ballot at the next lawfully available election date. If such petitions are received, the bonds authorized by this Section 1 shall not be sold until the question of issuing the bonds is approved by a majority of the electors of the District who vote on that question.

Section 2. Delegation. When the District is authorized to sell the bonds described in Section 1 of this resolution, the District may also sell those bonds pursuant to this Section 2. The Chief Financial Officer or his designee (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. Issue the revenue bonds authorized by Section 1 [of this resolution and bonds to refund the revenue bonds authorized by Section 1](#) of this resolution (collectively, the "Bonds") in one or more series, which may be sold at different times.

B. Structure each series of Bonds as financing agreements, notes, or bonds.

C. Subject to the limits in this resolution, establish the final principal amounts, maturity schedules, interest rates, redemption terms, payment terms and dates, and other terms for each series of the Bonds.

D. Select one or more commercial banks or other investors and negotiate the sale of any series of the Bonds with those commercial banks or investors.

E. Finalize the terms of, execute, and deliver bond declarations, financing agreements, bond purchase agreements or other documents that describe the terms of each series of the Bonds. The documents may also contain covenants for the benefit of the owners.

F. Issue any qualifying series of Bonds as “tax-exempt bonds” bearing interest that is excludable from gross income under the Internal Revenue Code of 1986, as amended, (the “Code”) and enter into covenants for the benefit of the owners of those series to maintain the excludability of interest on those series from gross income under the Code.

G. Issue any series of Bonds as “taxable bonds” bearing interest that is includable in gross income under the Code.

H. Designate any series of Bonds as a qualified tax-exempt obligation pursuant to Section 265(b)(3) of the Code, if applicable.

I. Execute any documents and take any other action in connection with the Bonds that the District Official finds will be advantageous to the District.

**Exhibit A**  
**Notice of Bond Authorization**

NOTICE IS HEREBY GIVEN that the Board of Portland Public Schools, Multnomah County, Oregon also known as Multnomah County School District 1J (the "District") adopted Resolution No. \_\_\_\_\_ on September 6, 2016, authorizing the issuance of bonds in one or more series to finance up to \$5 million for projects that remediate health and safety concerns, including repairs to the water system, lead paint encapsulation and abatement, ~~a facility condition assessment, and~~ an environmental health and safety assessment ~~[District:—Any additional~~ and other health and safety related projects? (collectively, the "Projects").

The bonds will be secured by all lawfully available funds of the District and a pledge of the District's full faith and credit and taxing power, as permitted by ORS 287A.315. The bonds will not be general obligations of the District, and neither the authorization nor issuance of the bonds described in this notice will authorize the District to levy any taxes.

The bonds will be issued in an estimated aggregate principal amount of not more than ~~[\$5.—~~ 5.05 million}. Bond proceeds may be used solely to finance the Projects and to pay costs of issuance.

If written petitions requesting an election on the issuance of the bonds, signed by not less than five percent (5%) of District's electors, are filed with ~~District~~ the Superintendent's \_\_\_\_\_ Office at District's offices on or before [insert date that is 60 days after the notice publication date], the question of issuing the bonds shall be placed on the ballot at the next lawfully available election date.

District's offices are located at 501 N. Dixon Street, Portland, Oregon 97227, and a copy of the resolution authorizing the bonds is available from the \_\_\_\_\_ Superintendent's Office at that address. The bonds will be issued and sold under ORS 287A.150 and related statutes; this Notice is published pursuant to ORS 287A.150(4).

<b>Summary report:</b> <b>Litéra® Change-Pro TDC 7.5.0.72 Document comparison done on</b> <b>8/30/2016 10:40:06 AM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> Bond Resolution (PPS FFC Bonds 2016).DOC	
<b>Modified DMS:</b> iw://EASTDMS/EAST1/2704792/3	
<b>Changes:</b>	
Add	17
Delete	22
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
<b>Total Changes:</b>	<b>39</b>



## PORTLAND PUBLIC SCHOOLS

### Human Resources

501 N Dixon Street • Portland, OR 97227

503-916-3544 • Fax: 503-916-3107

[www.pps.net](http://www.pps.net) | [facebook.com/PortlandPublic](https://facebook.com/PortlandPublic)

Portland Public Schools is an equal opportunity educator and employer.

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### MEMORANDUM

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**TO:** BOARD OF DIRECTORS, PORTLAND PUBLIC SCHOOLS

**FROM:** SEAN L. MURRAY, CHIEF HUMAN RESOURCE OFFICER

**SUBJECT:** LETTER OF AGREEMENT  
NEW JOB CLASSIFICATION – PASSENGER DRIVER

**DATE:** AUGUST 30, 2016

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#### Introduction:

Pursuant to ORS 332.075(3) and the Public Employee Collective Bargaining Agreement Act, the following Letter of Agreement (LOA) to the 2013-2016 Collective Bargaining Agreement (CBA) between Multnomah County School District #1J (District) and Amalgamated Transit Union, Local 757 (ATU) is presented to the Board of Directors for their consideration and approval.

#### Background:

Bus route coverage for PPS has historically been shared between the District, First Student and other contracted service providers. The District has identified a need to employ "Passenger Drivers," who will be assigned to drive type 10 passenger vehicles to transport students to locations along designated routes. Type 10 vehicle is the classification for vehicles that transport 10 or less passengers. In this case, Student Transportation will maintain a fleet of type 10 vehicles, probably sedans and vans, depending on the needs of the students that are to be transported by the Passenger Drivers.

Driving type 10 passenger vehicles to transport students is not exclusively bargaining unit work.

#### Summary:

The District and ATU have agreed to the terms of employment for Passenger Drivers and coverage of the CBA that are reflected in the attached LOA which is submitted for Board consideration and approval. If approved, the District will begin recruitment and hire of Passenger Drivers.



**LETTER OF AGREEMENT**  
between  
**Portland Public Schools**  
and  
**Amalgamated Transit Union, Local 757**

This Agreement is between Portland Public Schools (“District”) and the Amalgamated Transit Union Local 757 (“Union”). This Agreement represents the terms and conditions of employment for a new job classification established by the District titled “Passenger Driver.”

**Background**

1. Bus route coverage for PPS has historically been shared between the District, First Student, and other contracted service providers.
2. As outlined in Article 1, the Recognition Clause of the existing collective bargaining agreement between the District and the Union, the District recognizes the ATU as the exclusive bargaining representative for its bus drivers, excluding any supervisor or management employees and any temporary employees (as defined in the labor agreement) or contract employees.
3. Per Article 22.E of the collective bargaining agreement, drivers hired after July 1, 2000, who are designated by the District as part time, are excluded from the six (6) hour minimum.
4. Passenger Drivers are employed by Portland Public Schools as Student Transportation employees and are assigned to drive type 10 passenger vehicles to transport students to locations along designated routes. Driving type 10 passenger vehicles to transport students is not exclusively bargaining unit work.

**Agreement**

1. Passenger Drivers are covered by the collective bargaining agreement between the Amalgamated Transit Union Local 757 and Portland Public Schools except the following provided by:
  - a) Article 14.A.2 and 14.B (Call Back),
  - b) Article 17 (Insurance),
  - c) Article 19 (Reduction of Staff),
  - d) Article 21, section Payroll Checks (Compensation),
  - e) Article 22.A, B, C, D, F, G (Transfer and Assignment),
  - f) Appendix A (except as stated in this agreement),
  - g) Appendix B (Temporary Assignments and Extra Non-Driving Duties)
2. The classification Passenger Driver shall be compensated at a rate equal to \$14.58.
3. Passenger Drivers are not eligible for step increases or longevity premiums.



PORTLAND PUBLIC SCHOOLS

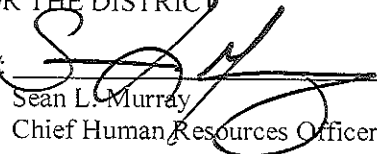
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Portland Public Schools is an equal opportunity educator and employer.

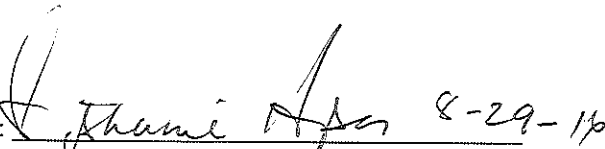
4. Passenger Drivers are not eligible to bid on routes. The parties agree the District maintains the exclusive right to assign and direct work and may modify or change route assignments without notice and such change shall be effective immediately.
5. A Passenger driver shall receive a minimum of two (2) hours if assigned to either a morning run or afternoon run only and a minimum of (4) hours when assigned to both a morning and afternoon run.
6. Passenger drivers shall be paid on a monthly basis consistent with existing District payroll processes for hours worked. Passenger drivers are not eligible to receive their annual compensation in ten (10) or twelve (12) monthly payments.
7. The District maintains its right to determine routes that are performed by contracted services.
8. Other than as specifically stated here or in the collective bargaining agreement between Portland Public Schools and the Amalgamated Transit Union Local 757, this Agreement shall not alter or have effect on the District's control and direction overall all matters of inherent managerial policy or managerial rights.

FOR THE DISTRICT

By:  8/29/16  
 Sean L. Murray Date  
 Chief Human Resources Officer

FOR THE UNION

By:  08.17.16  
 Shirley Block Date  
 President

By:  8-29-16  
 Stephanie Harper OSB #952091 Date  
 Labor & Employment Legal Counsel

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON

INDEX TO THE AGENDA

September 6, 2016

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5329	Expenditure Contracts that Exceed \$150,000 for Delegation of Authority .....	4

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Purchases, Bids, Contracts

The Interim Superintendent RECOMMENDS adoption of the following items:

Resolutions 5328 and 5329

**RESOLUTION No. 5328**

Revenue Contracts that Exceed \$150,000 Limit 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”) to enter into and approve all 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 agreements in a form approved by General Counsel for the District.

**NEW REVENUE CONTRACTS**

No New Revenue Contracts

**NEW INTERGOVERNMENTAL AGREEMENTS / REVENUE (“IGA/Rs”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
Oregon Commission for the Blind	7/1/2016 through 6/30/2017	Intergovernmental Agreement IGA 63443	Columbia Regional Programs will provide transition services for blind and visually impaired students.	\$277,000	H. Adair Fund 205 Dept. 5528 Grant G1616

**AMENDMENTS TO EXISTING REVENUE CONTRACTS**

No Amendments to Existing Revenue Contracts

*Y. Awwad*

**RESOLUTION No. 5329**

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 agreements in a form approved by General Counsel for the District.

**NEW CONTRACTS**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
MTR Western	9/7/2016 through 8/21/2019	Services S 63429	Provide Special Pupil Activity Bus (SPAB) coach transportation service to District students for athletic and field activity trips on an as needed basis. Individual trips will be solicited via quotes.  SPAB transportation is regulated by OAR 581-053-0615 and District may only contract with providers registered with the state as SPAB providers.	\$220,000	Y. Awwad Fund 101 Dept. 5560
Playworks	9/7/2016 through 6/30/2017	Personal Services PS 63519	Provide student management & behavior supports during recess and after school at the following schools: Lent, Jason Lee, Grout, King, Cesar Chavez, Rigler, Kelly, Vestal, Beach and Harrison Park. RFP 2010-1296	\$272,000	A. Lopez Funds 205 & 299 Depts. 1286, 1266, 1140, 1150, 1255, 1240, 1258, 1276, 1262 & 1264 Grants G1628, G1446, S0082, S0326 & G1590,
Oregon Museum of Science and Industry (OMSI)	9/7/2016 through 8/31/2018	Master MSTR 63535	Provide science programming to PPS students and families on an as-requested basis. OMSI provides multiple programs from which the schools may choose.  Direct Negotiation PPS 46-0525(4)	Not-to-exceed \$350,000	C. Russo Various based on use

**NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)**

No New IGAs

**AMENDMENTS TO EXISTING CONTRACTS**

<b>Contractor</b>	<b>Contract Amendment Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Amendment Amount, Contract Total</b>	<b>Responsible Administrator, Funding Source</b>
Hobson, Inc.	9/7/2016 through 8/6/2017 Option to renew annually through 8/6/2020	Digital Resources DR 62287 Amendment 3	Provide a career and college readiness tool (Naviance) to enable students, counselors and parents to plan, track student goals, and promote college and career readiness and results.  RFP 2014-1864	Original Contract \$105,686 Amendment 3 \$76,927 Contract Total \$182,613 \$425,000 over maximum contract term	H. Adair Fund 101 Depts. 5424 & 5555

Y. Awwad

Other Matters Requiring Board Approval

The Interim Superintendent RECOMMENDS adoption of the following items:

Resolutions 5330 through 5333

**RESOLUTION No. 5330**

Resolution Calling for Publication of Notice and  
Authorizing Full Faith and Credit Bonds

**RECITALS**

- A. Portland Public Schools, Multnomah County, Oregon also known as Multnomah County School District 1J (the "District") is authorized to issue revenue bonds for a public purpose by ORS 287A.150 and related provisions of ORS 287A (collectively, the "Act"), which state that those bonds may be payable from all or any portion of the "revenue" of the District, as defined in ORS 287A.001(17); and,
- B. ORS 287A.001(17) defines "revenue" to mean all fees, tolls, excise taxes, assessments, property taxes and other taxes, rates, charges, rentals and other income or receipts derived by a public body or to which a public body is entitled; and,
- C. The District desires to issue revenue bonds under the Act that are secured by all lawfully available funds of the District and a pledge of the District's full faith and credit and taxing power, as permitted by ORS 287A.315, to finance up to \$5 million for projects that remediate health and safety concerns, including repairs to the water system, lead paint encapsulation and abatement, an environmental health and safety assessment and other health and safety related projects (collectively, the "Projects"); and,
- D. ORS 287A.150 and related provisions of the Act permit the District to authorize revenue bonds by publishing a notice describing the revenue bonds. Unless at least five percent of the District's electors sign and file a petition to refer the bonds to an election within sixty days after the notice is published, the District may issue the revenue bonds described in the notice; and,
- E. The District is permitted to refund outstanding borrowings under ORS 287A.360-380.
- F. The District's Board (the "Board") adopts this resolution to authorize the revenue bonds described in the notice that is attached to this resolution as Exhibit A, to authorize refunding revenue bonds, and to delegate to the District staff the authority to sell and issue those bonds.

**RESOLUTION**

Revenue Bonds Authorized under the Act. The District hereby authorizes the issuance of a principal amount of revenue bonds that is sufficient to provide net proceeds of up to \$5 million to pay for costs of the Projects, plus additional amounts that are required to pay costs related to the bonds. The District estimates that the total principal amount of revenue bonds required for this purpose will not exceed \$5.05 million. The revenue bonds authorized by this section shall be issued and sold in accordance with the Act and Section 2 of this resolution

- A. The bonds authorized by this 0 shall be payable from all lawfully available funds of the District and shall be secured by the District's full faith and credit and taxing power within the limitations of Article XI, Sections 11 and 11b of the Oregon Constitution as permitted by ORS 287A.315.

No bonds authorized by this 0 may be sold and no purchase agreement for any of those bonds may be executed until at least sixty (60) days after publication of the Notice of Revenue Bond Authorization, which is attached to this resolution as Exhibit A (the "Notice"). The Notice shall specify the last date on which petitions may be submitted, and shall be published in at least one newspaper of general circulation in the District in the same manner as are other public notices of the District. If petitions for an election, containing valid signatures of not less than five percent (5%) of the District's electors, are received within

the time indicated in the Notice, the question of issuing the bonds authorized by this 0 shall be placed on the ballot at the next lawfully available election date. If such petitions are received, the bonds authorized by this 0 shall not be sold until the question of issuing the bonds is approved by a majority of the electors of the District who vote on that question.

Delegation. When the District is authorized to sell the bonds described in Section 1 of this resolution, the District may also sell those bonds pursuant to this Section 2. The Chief Financial Officer or his designee (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:

Issue the revenue bonds authorized by 0 of this resolution and bonds to refund the revenue bonds authorized by Section 1 of this resolution (collectively, the "Bonds") in one or more series, which may be sold at different times.

Structure each series of Bonds as financing agreements, notes, or bonds.

Subject to the limits in this resolution, establish the final principal amounts, maturity schedules, interest rates, redemption terms, payment terms and dates, and other terms for each series of the Bonds.

Select one or more commercial banks or other investors and negotiate the sale of any series of the Bonds with those commercial banks or investors.

Finalize the terms of, execute, and deliver bond declarations, financing agreements, bond purchase agreements or other documents that describe the terms of each series of the Bonds. The documents may also contain covenants for the benefit of the owners.

Issue any qualifying series of Bonds as "tax-exempt bonds" bearing interest that is excludable from gross income under the Internal Revenue Code of 1986, as amended, (the "Code") and enter into covenants for the benefit of the owners of those series to maintain the excludability of interest on those series from gross income under the Code.

Issue any series of Bonds as "taxable bonds" bearing interest that is includable in gross income under the Code.

Designate any series of Bonds as a qualified tax-exempt obligation pursuant to Section 265(b)(3) of the Code, if applicable.

Execute any documents and take any other action in connection with the Bonds that the District Official finds will be advantageous to the District.

**Exhibit A**  
**Notice of Bond Authorization**

NOTICE IS HEREBY GIVEN that the Board of Portland Public Schools, Multnomah County, Oregon also known as Multnomah County School District 1J (the "District") adopted Resolution No. \_\_\_\_\_ on September 6, 2016, authorizing the issuance of bonds in one or more series to finance up to \$5 million for projects that remediate health and safety concerns, including repairs to the water system, lead paint encapsulation and abatement, an environmental health and safety assessment and other health and safety related projects (collectively, the "Projects").

The bonds will be secured by all lawfully available funds of the District and a pledge of the District's full faith and credit and taxing power, as permitted by ORS 287A.315. The bonds will not be general obligations of the District, and neither the authorization nor issuance of the bonds described in this notice will authorize the District to levy any taxes.

The bonds will be issued in an estimated aggregate principal amount of not more than \$5.05 million. Bond proceeds may be used solely to finance the Projects and to pay costs of issuance.

If written petitions requesting an election on the issuance of the bonds, signed by not less than five percent (5%) of District's electors, are filed with the Superintendent's Office at District's offices on or before [insert date that is 60 days after the notice publication date], the question of issuing the bonds shall be placed on the ballot at the next lawfully available election date.

District's offices are located at 501 N. Dixon Street, Portland, Oregon 97227, and a copy of the resolution authorizing the bonds is available from the Superintendent's Office at that address. The bonds will be issued and sold under ORS 287A.150 and related statutes; this Notice is published pursuant to ORS 287A.150(4).



**RESOLUTION No. 5331**

Letter of Agreement between Portland Public Schools (“District”) and the Amalgamated Transit Union Local 757 (“Union”), Representing the Terms and Conditions of Employment for a New Job Classification established by the District title “Passenger Driver.”

**RECITALS**

- A. The District’s Student Transportation Department proposed creating a new job classification, “Passenger Driver.” Passenger Drivers will be assigned to drive type 10 passenger vehicles to transport students to locations along designated routes.
- B. The District and ATU have conferred on the District’s intent to hire Passenger Drivers, in addition to existing staff and services provided by contractors.

**RESOLUTION**

The District and ATU agree to the terms and conditions of employment for the new job classification, Passenger Driver, contained in the LOA.

*S. Murray / S. Murphy*

**RESOLUTION No. 5332**

Approving Conference Attendance for Board Members

**RECITAL**

- A. Board Policy 1.40.070 requires Board approval for individual Board members to attend state or national meetings as representatives of the Board.
- B. Portland Public Schools has a contract with Pacific Education Group which is holding its National Summit for Courageous Conversations in September 2016 in Austin, Texas.
- C. Portland Public Schools is a member of the Council of Great City Schools which is holding its 2016 Fall Conference in Miami, Florida in October of 2016.

**RESOLUTION**

- 1. The Board affirms Director Knowles to attend both the National Summit for Courageous Conversations and the Fall Conference for the Council of Great City Schools as a representative of the Board of Education.
- 2. The Board affirms Directors Esparza Brown and Kohnstamm to attend the Fall Conference for the Council of Great City Schools as a representative of the Board of Education.

**RESOLUTION 5333**

Minutes

The following minutes are offered for adoption:

August 4 and August 31, 2016