

#### VIRTUAL MEETING

In light of current public health concerns related to COVID-19, this meeting will take place virtually.\*

Under the provision of ORS 192.670, the meeting will be streamed live: https://www.youtube.com/user/ppscomms/live

To request to sign-up for public comment please send an email with your first and last name, and topic to PublicComment@pps.net, or call Kara Bradshaw at 503-916-3906. Requests for Public Comment will be processed in the order that they are received, and should be received by 12:00 pm on the day of the meeting. Once your spot is confirmed, instructions for addressing the board will be sent to you via email.

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.

#### **AGENDA**

6:00 PM - Opening (5 min) I. II. 6:05 PM - Consent Agenda: Resolutions 6162 through 6165 (5 min) Vote- Public Comment Accepted RESOLUTION 6162: Expenditure Contracts RESOLUTION 6163: Adoption of Minutes 3. RESOLUTION 6164: Resolution to approve the postponement of OAR 581-022-2355 Instructional Materials Adoption RESOLUTION 6165: Settlement Agreement 6:10 PM - Resolution in Support of a Ballot Measure Establishing Universal Preschool in Multnomah County (10 min) III. 6:20 PM - Student and Public Comment (15 min) IV. 6:35 PM - Student Representative's Report (5 min) VI. 6:40 PM - Superintendent's Report (10 min) 6:50 PM - Reentry Update (1.25 hrs) VII. 8:05 PM - Board Committee and Conference Reports (5 min) VIII Policy Committee

#### Portland Public Schools Nondiscrimination Statement

8:15 PM - Adjourn

IX. X. 8:10 PM - Other Business / Committee Referrals (5 min)

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.

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	Amount	Responsible Administrator, Funding
West, LLC	Option to renew for four	Personal Services PS 89159	Supplemental instructional programs for Title I eligible students enrolled in private schools.  Request for Proposals 2019-2698	Original Term: \$239,174 Total through all renewals: \$1,195,870	K. Cuellar Funding Source Varies
Academy	- · · · · · · - · · · · · · · · ·	Personal Services PS 89163	RESJ Mentoring and Leadership Development. Request for Proposals 2019-2700	Original Term: \$199,000 Total through all renewals: \$796,000	D. Ledezma Fund 101 Dept. 5432
Refugee Community	5	Personal Services PS 89171	RESJ Culturally Specific Family Engagement, Wrap Around Services, Mentoring and Leadership Development, and Student Advocacy/Positive Cultural Identity Development services.  Request for Proposals 2019-2700	\$975,000	D. Ledezma Fund 101 Dept. 5432
	5	Personal Services PS 89182	RESJ Wrap Around Services. Request for Proposals 2019-2700	Original Term: \$1,800,000 Total through all renewals: \$7,200,000	D. Ledezma Fund 101 Dept. 5432

#### NEW INTERGOVERNMENTAL AGREEMENTS ("IGAs")

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
David Douglas School District	7/1/20 through 6/30/21	Intergovernmental Agreement IGA 89135	Columbia Regional Program will partner with David Douglas School District to deliver regional services to eligible individuals with Autism Spectrum Disorder.	\$223,300	K. Cuellar Fund 205 Dept. 5433 Grant G1900

No New Amendments

#### **Special Meeting Minutes**

Monday, August 3, 2020 5:15 PM WebEx Virtual Meeting, 501 N. Dixon St., Portland, OR 97227

#### Attendance:

Present: Directors Bailey, Brim-Edwards, DePass, Lowery, Moore, Scott; Student Representative Shue, Superintendent Guadalupe Guerrero; General Counsel Liz Large

Absent: Director Kohnstamm

#### **Actions Taken**

Motion to approve Resolution 6153, A Resolution of Portland Public Schools, Multnomah County School District No. 1J, Multnomah County, Oregon, Calling a Measure Election to Submit to the Electors of the District the Question of Authorizing \$1,208,000,000 of General Obligation Bonds and Providing for Related Matters. This motion, made by Director Julia Brim-Edwards and seconded by Director Michelle DePass, Passed. Yea: 6, Nay: 0, Absent: 1

Director Scott Bailey: Yea, Director Julia Brim-Edwards: Yea, Director Michelle DePass: Yea, Amy Kohnstamm: Absent, Director Eilidh Lowery: Yea, Rita Moore: Yea, Director Andrew Scott: Yea, Student Representative Shue: Yea (unofficial)

Motion to amend resolution 6153 as posted prior to the meeting with additional revisions to replace "design" with "add" in two places and to replace "including" with "potentially" in the School Modernizations & Rebuilds section. This motion, made by Rita Moore and seconded by Director Julia Brim-Edwards, Passed. Yea: 6, Nay: 0, Absent: 1

Director Scott Bailey: Yea, Director Julia Brim-Edwards: Yea, Director Michelle DePass: Yea, Amy Kohnstamm: Absent, Director Eilidh Lowery: Yea, Rita Moore: Yea, Director Andrew Scott: Yea, Student Representative Shue: Yea (unofficial)

A Resolution of Portland Public Schools, Multnomah County School District No. 1J, Multnomah County, Oregon, Calling a Measure Election to Submit to the Electors of the District the Question of Authorizing \$1,208,000,000 of General Obligation Bonds and Providing for Related Matters

#### **RECITALS**

- A. After an extensive public process, at its meetings on July 14 and 21, 2020, the Board of Education directed PPS staff to develop a general obligation bond ballot measure and explanatory statement for the Capital Improvement Bond Proposal and present those documents to the Board at its meeting on July 28, 2020, for authorization for submission to the county elections officer;
- B. In response to the Board's direction, PPS staff has developed the general obligation bond ballot measure that is attached as Exhibit A and the explanatory statement that is attached as Exhibit B; and
- C. PPS schools are in critical need of renovation and upgrade to provide students with modern learning facilities and to address unsafe conditions. On average, Portland Public Schools' buildings are nearly 80 years old. Some were built more than 100 years ago, before World War II. More than half were built before 1940. Before the 2012 bond, only two schools had been built in the last 35 years.
- D. Due to inadequate state funding for schools, PPS has prioritized use of General Fund money for its core educational mission, resulting in the deferral of major maintenance on its facilities, leading to secondary damage and increased facility costs.
- E. PPS recognizes that the condition of its facilities has a direct impact on the ability of educators to teach and students to learn and succeed. This bond proposes to better ensure teaching and learning environments that take universal design into account, supported by technical consultation, and invests in classroom modifications, adaptations, and unique equipment for students with disabilities that promote inclusive practices.
- F. PPS is committed to providing students across the district access to safe and healthy learning environments and with up-to-date technology, equipment, curriculum and instructional materials that enrich/enhance comprehensive, authentic, and rigorous learning opportunities, so our students are prepared for life, college, and career, and to meaningfully contribute to their communities.
- G. At the direction of the community in 2012, PPS adopted the Long Range Facilities Plan to modernize and improve schools through a series of capital construction bonds.
- H. In 2012, voters approved the first in the series: a \$482 million bond, which funded the modernization of Franklin, Grant, and Roosevelt High Schools, and Faubion PreK-8 school, and funded other capital projects at 52 schools, including upgraded science classrooms, new roofs, improved accessibility, and seismic improvements.
- I. Then in 2017, voters approved the second in the series: a \$790 million bond to fund the modernization of Benson, Lincoln, and Madison High Schools and Kellogg Middle School and addressed health and safety issues, including reducing exposure to hazardous materials and improving water quality, improving accessibility, and addressing fire safety.
- J. Many schools are still in need of urgent repair and upgrades to provide students with modern learning environments and to address unsafe conditions. If approved by voters, the 2020 PPS Bond will continue progress toward the vision of improving every school over the long term, to make the district's schools modern, safe, accessible, and welcoming places for our students to learn and excel.
- K. In alignment with the Long Range Facilities Plan for a series of capital construction bonds, this third bond is estimated to maintain the same tax rate until 2024, while Portland Public Schools continues to invest in safer, healthier schools.
- L. To identify specific priorities for investment in the 2020 PPS Bond, PPS updated the original community engagement plan in recognition of the challenges of outreach during a global pandemic. PPS has shared information about proposed bond investments with PPS families and community members, surveyed the community, held a virtual town hall, and convened a series of focus groups with community-based organizations to reach and hear from communities of color.

- M. Based on staff recommendations, supported by community feedback and driven by Portland Public Schools' core values and vision for its graduates, the Board has identified a bond option that includes funds to complete the building of Benson Polytechnic High School and the Multiple Pathways to Graduation programs, fully modernize Jefferson High School, develop and begin implementation of the concept of a Center for Black Student Excellence, plan and design for additional capacity at Roosevelt High School, and finalize master planning and design of Cleveland High School and Wilson High School.
- N. The District's Theory of Action is at the heart of the commitment to imagine a Center for Black Student Excellence, which will comprise a collective impact approach and constellation of school campuses and a set of strategies aimed at supporting improved student achievement outcomes in partnership with community partners. If PPS braids racial equity and social justice strategies into its core work, then the district will ensure that every student, especially Black and Native American students, will realize the vision of the graduate portrait.
- O. In addition to the above school modernization and rebuild projects, the bond option includes funding for much needed educational improvements, including investments in curriculum and instructional materials, and critical technology upgrades, including devices (e.g. laptops, tablets, assistive technology) for students that support both distance and classroom learning.
- P. The bond option also includes funding for critical health and safety improvements throughout the District, including at least \$33.8 million for improved accessibility for students, staff, and other people with disabilities; repairs or replacement of outdated roofs and mechanical systems; and improved seismic safety and school security systems.
- Q. The Board acknowledges with gratitude the support of Portland voters for school bonds in 1995, 2012, and 2017 and commits to the continued modernization of schools to provide the health, safety, and learning opportunities that every child in Portland deserves.

#### **RESOLUTION**

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

- 1. A measure election is hereby called for the purpose of submitting to the electors of PPS the question of issuing general obligations bonds in a principal amount not to exceed \$1,204,000 to modernize and repair schools (the "Bonds"). Bond proceeds will be used to finance capital costs as described in the attached Exhibit A (the "Bond Projects"). The measure election hereby called shall be held in the District on November 3, 2020. As authorized by the County Clerk of Multnomah County, Oregon, and the Oregon Secretary of State, the election shall be conducted by mail pursuant to ORS 254.465 and 254.470.
- 2. PPS authorizes the Board Chair, Superintendent, or the designee of either of those individuals (the "Authorized Representative") to take any actions necessary to place the measure in substantially the form that is attached as Exhibit A with such changes as the Authorized Representative may approve on the November 3, 2020 election ballot, and to place the explanatory statement in substantially the form that is attached as Exhibit B with such changes as the Authorized Representative may approve in the voter's pamphlet for that election. The Authorized Representative shall file the measure and explanatory statement with the elections officer of Multnomah County.
- 3. PPS hereby declares its official intent pursuant to Treasury Regulation Section 1.150-2 to reimburse itself with proceeds of the Bonds for capital costs of the Bond Projects that are paid prior to the issues of the Bonds and that are eligible to be financed with proceeds of the Bonds. This resolution is adopted as official action of PPS in order to comply with Section 1.150-2 of the Federal Income Tax Regulations.
- 4. This resolution supersedes Resolution No. 6151, approved July 28, 2020.

ADOPTED by the Board of Education of Portland Public Schools, Multnomah County School District No. 1J, Multnomah County, Oregon this 3rd day of August, 2020.

ATTEST:	PORTLAND PUBLIC SCHOOLS MULTNOMAH COUNTY, OREGON
By: Deputy Clerk	By: Chair, Board of Directors

Attachments:

Exhibit A: Notice of Bond Election Exhibit B: Explanatory Statement

#### CAPTION (10 words)

Bonds to Improve Health, Safety, Learning by Modernizing, Repairing Schools

### QUESTION (20 words + required language)

Shall Portland Public Schools repair, modernize schools; replace technology, curriculum; by issuing bonds estimated to maintain current tax rate?

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

#### **SUMMARY (175 words)**

Measure authorizes up to \$1.208 billion in principal amount of general obligation bonds for facilities and education investments. Measure is not expected to increase tax rates above previous targets, because debt service is scheduled to decline.

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

- Provide curriculum materials, technology, accessibility improvements;
- Repair/replace roofs, mechanical systems;
- Renovate/replace schools, including Jefferson, Benson, a facility for alternative school programs; design renovation/replacement of Cleveland and Wilson; plan and add additional capacity;
- Develop a culturally-responsive community plan, make targeted investments in facilities in North/Northeast Portland;
- Strengthen building security; seismic safety.

Requires citizen accountability/oversight; independent audits of projects and expenditures. Bonds may be issued in one or more series, with each series maturing in 30 years or less.

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

#### **EXPLANATORY STATEMENT (500 words)**

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

Over the past eight years:

- Roosevelt, Franklin, and Grant High Schools were modernized, Faubion PK-8 rebuilt, full plans for Benson High School's modernization was completed; and
- Madison High School's modernization and rebuilds of Lincoln High School and Kellogg Middle School are underway.

In addition, the bond program has addressed infrastructure needs at every school throughout district:

- Replacing plumbing to remove lead, improve water quality;
- Removing or encapsulating exposed lead paint and asbestos;
- Upgrading fire alarm and sprinkler systems;
- Repairing or replacing leaking or deteriorating roofs, with improved seismically strengthened roofs:
- Seismic retrofitting;
- Improving accessibility for people with disabilities;
- Mitigating radon exposure;
- Strengthening school safety and security; and
- Upgrading science labs.

The proposed bonds would fund additional health, safety, and learning needs in schools across the district, while continuing PPS's plan to comprehensively address facility needs by modernizing all of our schools over the long term. These priorities are informed by the recently released Facilities Condition Assessment and community engagement.

If approved, this measure would finance capital costs, including projects that address COVID-related needs.

If approved by voters, this measure is not expected to increase tax rates above the level targeted by the 2017 bond.

#### What would the bonds fund?

#### **Educational Investments**

- Replace outdated, incomplete textbooks and curriculum materials with comprehensive, culturally relevant, and current curriculum materials across core and supplemental subject areas;
- Replace or provide student tablets and laptops to provide equitable access and to support classroom and distance learning, and update classroom and district technology; and
- Provide flexible, adaptive special education learning spaces and technology tools.

#### **Health & Safety Investments**

- Remove barriers to accessibility in schools across the district;
- Repair or replace leaking or deteriorating school roofs;
- Seismically retrofit up to three schools;
- Repair or replace high-priority mechanical systems (heating, cooling and ventilation); and
- Update classroom door locks, install security camera systems, and upgrade or replace intrusion alarm systems to strengthen security.

#### **School Modernizations & Rebuilds**

- Modernize Jefferson High School; master plan and design toward a Center for Black Student Excellence community vision; and fund initial focused investments in neighborhood schools and facilities in North and Northeast Portland aligned with the plan;
- Design and complete pre-construction work to modernize Cleveland and Wilson High Schools and to add capacity to Roosevelt High School; plan/add additional capacity, potentially for middle schools; and
- Complete Benson Polytechnic High School and construct an alternative school programs building on Benson's campus.

#### What would the bonds cost?

Because the tax rate on existing bonds are scheduled to decline, PPS's bond tax rate is not expected to exceed \$2.50 per \$1,000 of assessed value, the same level previously targeted in the 2017 bond.

The total principal amount of bonds authorized by this measure cannot exceed \$1.208 billion.

#### **Oversight and Accountability**

A group of community members will review reports and independent audits of bond expenditures to provide accountability to the public.

#### **Regular Meeting Minutes**

Tuesday, August 11, 2020 6:00 PM WebEx Virtual Meeting

#### Consent Agenda: Resolutions 6154 through 6161

Motion to approve consent agenda which includes Resolutions 6154 through 6159 and 6161. This motion, made by Amy Kohnstamm and seconded by Director Michelle DePass, Passed.

Director Scott Bailey: Yes, Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Rita Moore: Yes, Director Andrew Scott: Yes. Student Representative Shue: Yes.

Yes: 7, No: 0

Motion to approve Resolution 6160. This motion, made by Amy Kohnstamm and seconded by Director Julia Brim-Edwards, Passed.

Director Scott Bailey: Yes, Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Amy Kohnstamm: Yes, Director Eilidh Lowery: Yes, Rita Moore: Yes, Director Andrew Scott: Yes. Student Representative Shue: Yes.

Yes: 7, No: 0

Authorizing a Ninety Day Termination Clause in the Lease Extension between the District and Portland State University for use of Greenhouse #5 at Green Thumb Located at 6801 SE 60th, Portland, Oregon

#### **RECITALS**

- A. In 2005, Portland State University (PSU) entered into a lease agreement with the District for the use of Greenhouse #5, and a portion of garden directly east of Greenhouse #5 at Green Thumb, located at 6801 SE 60th.
- B. Over the last fifteen years, this site has been the home PSU's Learning Garden Lab, where PSU and its partners provide garden-based, educational curriculum for PSU undergraduate and graduate students
- C. The Learning Garden Lab also provides garden-based education programming for the District's Lane Middle School 6th grade students. Students learn the process of growing and harvesting food and the important of good nutrition and eating habits.
- D. In 2018, the Board amended Policy 8.70.040-P Preservation, Maintenance, and Disposition of District Real Property to create thresholds for the execution real estate transactions. One such threshold is that all real estate transactions must be terminable by the District within 30 days or less, unless otherwise approved by the Board.
- E. The current PSU lease, which historically has had a ninety (90) day termination clause, is expiring September 30, 2020. Parties wish to extend the lease for an additional two (2) years.
- F. PSU has requested that the ninety (90) day termination clause continue in the lease extension, because a thirty (30) day termination clause would not provide enough time to fulfill the commitments to the students that the Green Thumb site serve should the District elect to terminate the lease.

#### RESOLUTION

- 1. The Board hereby authorizes a ninety (90) day termination clause in the two year lease extension of the lease between the District and Portland State University for the use of Greenhouse #5 at Green Thumb.
- 2. The Board hereby authorizes the Deputy Clerk to execute the lease extension in a form approved by District General Counsel.

Authorizing an Amendment to the Right of Way Easement Dedication for the Lincoln High School Modernization Project Located at 1600 SW Salmon, Portland, Oregon

#### **RECITALS**

- A. The Lincoln High School Modernization Project is part of the 2017 School Improvement Bond.
- B. The design of the Project requires street improvements such as new sidewalks, ADA accessible ramps, and crosswalks that enhance the property and are required by City code.
- C. These street improvements require a right-of-way easement dedication to Portland Bureau of Transportation.
- D. Such right-of-way easements are frequently required in order to obtain the building permit on large construction projects, and are typically provided without cost.
- E. On June 11, 2020 the Board approved the Lincoln High School right-of-way easement consist of approximately 4,358 (four thousand, three hundred and fifty-eight) square feet of land, consisting of three-feet to five-feet sections of frontage along the streets adjacent to Lincoln High School (the Lincoln Easement), Board Action Number 6125 of the Board Business Agenda.
- F. An amendment to the Lincoln Easement to include an additional 123 (one hundred twenty-three) square feet of land at the southeast access point adjacent to the terminus of SW 16<sup>th</sup> Avenue (the Amended Lincoln Easement) is being required by Portland Bureau of Transportation to provide a easement for the new service that will be provided by the Portland Water Bureau.
- G. The Amended Lincoln Easement dedication is required so that the final building permit can be issued in August 2020.

#### RESOLUTION

- 1. The Board hereby authorizes the Amended Lincoln Easement dedication to the Portland Bureau of Transportation.
- 2. The Board hereby authorizes the Deputy Clerk to execute the Easement for Right-of Way Purposes and other required documents in a form approved by District General Counsel and to convey the Amended Lincoln Easement to the Portland Bureau of Transportation so that the building permit for the Lincoln High School Modernization Project can be issued.

The following minutes are offered for adoption:

- July 28, 2020 Regular Meeting
- July 28, 2020 Special Meeting
- August 03, 2020 Special Meeting

#### **RESOLUTION No. 6157**

#### Settlement Agreement

The authority is granted to pay a total of \$77,500 to resolve a disputed employment matter, Settlement Agreement and Release. The settlement agreement will be in a form approved by the General Counsel.

#### **RESOLUTION No. 6158**

### Settlement Agreement

The authority to pay \$54,986 is granted to the Superintendent to enter into an agreement to resolve claims brought on behalf of a student in a form approved by the General Counsel's Office.

## INTERGOVERNMENTAL AGREEMENT FOR STUDENT TRANSIT PASS PROGRAMBETWEEN SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON, AND THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

This Intergovernmental Agreement (Agreement) for a Student Transit Youth Pass Program is entered into by and between Multnomah County School District 1J, Multnomah County, Oregon (Portland Public Schools or PPS), and the Tri-County Metropolitan Transportation District of Oregon (TriMet), a mass transit district organized under the laws of the state of Oregon (each referred to herein as a Party, and jointly as the Parties).

#### **RECITALS**

- A. The Parties previously entered into Student Transit Pass Project agreements supported by funding from the Oregon Department of Energy Business Energy Tax Credit (BETC) Program.
- B. In 2011, the Oregon Legislature eliminated BETC Program funding for Student Transit Passes. Recognizing the benefit that such passes provide to PPS high school students, the Parties subsequently agreed to replacement funding for a Student Transit Pass Program.
- C. The Parties now desire to implement a Student Transit Pass Program (Program) under revised funding terms that would provide free transportation on regular TriMet service routes and Portland Streetcar to 9<sup>th</sup> through 12<sup>th</sup> grade students enrolled in PPS High Schools that do not currently provide regular yellow school bus service, including designated programs within the Education Options Department, over the period from September 1, 2020, through June 30, 2021.
- D. The Parties' agreements as to their respective roles and responsibilities for implementation of the Program are set forth below.

#### **AGREEMENT** Therefore,

the Parties hereby agree to the following terms: ARTICLE I - COST

#### OF STUDENT TRANSIT PASS PROGRAM

- A. Due to the Covid-19 pandemic, the needs of virtual learning, expected in-class instruction levels of less than 50% of normal, and schools facing inconsistent and uncertain student attendance, TriMet has agreed to provide PPS the following Covid-19 contract option for a 10-month Student Transit Pass Program (Program) for the 2020-2021 academic year. For the period from September 1, 2020 through June 30, 2021 the Total Program Cost of the Program shall not exceed terms of\$1,933,333. The Total Program Cost is based on revenue that TriMet estimates it would receive during the current Covid-19 pandemic if the Program were not in place. The Program will be funded by payment from PPS and in-kind contributions from TriMet as set forth in this Agreement.
- B. Therefore, effective September 1, 2020, PPS agrees to participate in a pay-by-tap procedure to pay for the costs of the Program, and shall deposit the amount of \$966,666 on or before September 30, 2020, which shall be applied to costs of students paying by-tap during the 2020-2021 academic year.
- C. Taps will be charged at \$1.25 per tap, and TriMet will calculate total taps at the conclusion of each academic quarter. When and if actual tap usage exceeds \$966,666, TriMet will invoice PPS for additional taps at \$1.25 per tap, but the total charge to PPS for taps shall not exceed

\$1,933,333 for the 2020-2021 academic year. Payment of said invoices will be due within 30 days of the date on the invoice.

If levels of in-school instruction were to resume at or above 50% of normal in-school instruction during any quarter of the academic year, Total Program Cost will be reinstated at the beginning date of the subsequent quarter, at the amount of \$483,333 per quarter. Total taps in the previous quarters shall be calculated, as noted above, at \$1.25 per tap, total taps exceeding the initial deposit will be charged at \$1.25 per tap. Any amount of the initial deposit remaining will be applied toward the following quarter(s)' obligation (\$483,333 per quarter).

D. The Total Program Cost does not include the non-refundable amount of \$12,750 that PPS agrees to pay for the initial Hop Fastpass TM Fare Cards provided by TriMet. TriMet will provide PPS with the initial order of 15,000 cards at a significantly reduced cost of \$0.85/card. PPS shall pay TriMet the amount of \$12,750 to cover this upfront cost, on or before September 30, 2020. The amount of \$12,750 will be payable to TriMet by September 30, 2020, for a total payment of \$979,416 due September 30, 2020. These cards will be "owned" by PPS and do not expire. Notwithstanding this initial payment, additional Hop Fare Cards ordered by PPS through the year will be charged at \$2 per card.

#### **ARTICLE II - DIVISION OF RESPONSIBILITIES**

#### A. PPS Obligations:

- 1. PPS shall assign a Program Manager for PPS's work under this Agreement who will serve as the PPS Program contact. In addition, PPS shall designate and authorize a Program Administrator(s) to assist in implementation of this Agreement, including authorizations necessary for the Program Administrator to access and utilize TriMet's Institutional Website (the Services) on behalf of PPS. PPS assumes sole responsibility for ensuring that Program Administrator(s) are duly authorized to administer the Program on behalf of PPS. For students receiving a contactless fare card with photo ID, PPS (including any designated participating schools) shall be required to maintain a record associating card ID number with a unique student identifier. PPS shall be required to upload a list including student's first name and last name via CSV file to the Services. Program Administrators, pending approval by TriMet, shall be given secure login credentials to access the PPS account using the Services. Program Administrators shall use the Services for the sole purpose of managing the Program, and only as provided in this Agreement. Program Administrators are responsible for any activity that occurs under the PPS account. Program Administrators shall keep usernames and passwords secure and shall not allow anyone else to use them to access the Services. TriMet is not responsible for any loss that results from the unauthorized use of Program Administrator's username and password, with or without Program Administrator's knowledge.
  - 1) Using the Services, Program Administrators shall be able to perform certain tasks including, but not limited to:
    - a. Order fare instruments.
    - b. Manage and edit PPS's account profile, such as maintaining contact information.
    - c. Manage their students' fare cards, including blocking cards (deactivate) in case of loss or theft, and unblocking cards (reactivate).
  - 2) PPS's use of the Services is subject to TriMet's Privacy Policy,

#### located at: myhopcard.com.

- 3) All content included in or through the Services, such as text (including blog posts, schedules, arrival information, fare information), graphics (including maps), designs, logos, presentations, videos, data, instructions, photos, and software (the Materials), is the property of TriMet or its licensors. The Materials are protected by copyright, trademark and other intellectual property laws. TRIMET®, WES®, TRANSITTRACKER™, HOP FASTPASS™ and other trademarks, service marks and logos that we use, are trademarks of TriMet. Third-party trademarks that appear in connection with the Services are the property of their respective owners. The trademarks displayed in connection with the Services may not be used without express written permission.
- 4) TriMet hereby grants PPS a personal, royalty-free, non-assignable and non-exclusive license to use the Materials as part of the Services. This license is for the sole purpose of using the Services for TriMet's intended purposes and is subject to the license restrictions below.
- 5) Unless laws prohibit these restrictions or you have our written permission, PPS maynot:
  - a. Copy, modify, distribute, sell, or lease any part of our Services or included software;
  - b. Reverse engineer or attempt to extract the source code of our software or copy the scripts of the website;
  - c. Download, print, copy, distribute or otherwise use Materials for commercial purposes, including commercial publication, sale or personal gain:
  - d. Use any manual process or robot, spider, scraper, or other automated means to collect information or Materials from the Services or from users of the Services;
  - e. Circumvent any of the technical limitations of the Services or interfere with the Services, including by preventing access to or use of the Services by our other users;
  - f. Change or remove any copyright, trademark, or other proprietary notices, including without limitation attribution information, credits, and copyright notices that have been placed on or near the Materials;
  - g. Impersonate any person or entity or misrepresent yourself or your entity in connection with the Services, or attempt to use another user's account without the user's permission: or
  - h. Post or transmit through the Services any material that reasonably could be considered obscene, lewd, lascivious, excessively violent, harassing, or otherwise objectionable to some or all users.
- 6) With respect to any content submitted or made available to TriMet (including through TriMet's "Contact Us" web pages), PPS grants to TriMet a non-exclusive, perpetual, worldwide, fully paid and royalty-free, transferable license to use, copy, distribute, publicly display, modify, and create derivative works from such content, for the limited purpose of operating, promoting, and improving the Services, and to develop new Services. In the event that PPS submits or posts any creative suggestions, proposals, or ideas about TriMet products and services, PPS agrees that such submissions will be automatically treated as non-confidential and non-proprietary. TriMet may use content provided by PPS without any obligation or credit to PPS.
- 7) The Services and Materials are provided "as is," "as available," and without warranties of any kind. All use of the Services and Materials is at PPS' sole risk. To the fullest extent permitted by law, TriMet disclaims all warranties of

any kind, whether express, implied or statutory, including without limitation implied warranties of title, quality, performance, merchantability, fitness for a particular purpose, accuracy, and non-infringement, as well as warranties implied from a course of dealing or course of performance. TriMet does not warrant that the Services will be continuous, prompt, secure, or error-free. TriMet assumes no liability for any errors or omissions, including the inaccuracy of content, or for any damages or losses that PPS or any third party may incur as a result of the unavailability of the Services. TriMet assumes no responsibility, and shall not be liable for, any damages to PPS's equipment, devices or other property caused from use of the Services.

- 2. Under the terms of this Agreement, TriMet will initially provide 15,000 blank Youth Hop Fastpass TM Fare Cards at a cost of \$0.85 per card, for a total of \$12,750. This amount will be paid to TriMet by September 30, 2020. This payment obligation shall survive any termination or cancellation of this Agreement. Any cards subsequently requested by PPS in excess of this initial number will be at the expense of PPS at a cost of \$2 per card. The actual cost of these cards is subsidized by TriMet and shall not be subject to further discount within the period of this Agreement.
- 3. Prior to providing the student with a contactless Youth Hop Fastpass<sup>TM</sup> Fare Card, PPS shall obtain the student's written agreement (Student Agreement Form) to the Terms of Service and Privacy Policy located at <a href="mailto:myhopcard.com">myhopcard.com</a> regarding use of the card. PPS shall provide TriMet with a copy of the signed Student Agreement Form for each participating student.
  - 1) All fields on the Student Agreement Form must be fully completed. PPS must return a copy of the Student Agreement Form to TriMet by October 1<sup>st</sup>, and make the form available for TriMet's review upon request by TriMet. PPS shall retain a copy of the Student Agreement Form through the end of the term of this Agreement.
- 4. PPS shall produce a contactless fare card student photo ID with embedded TriMet fare media design, which shall be distributed to each participating student. PPS shall pay the costs of producing the photo ID cards. Prior to distribution of photo ID TriMet passes for this Program, PPS shall provide TriMet with a list of participating schools with student enrollment and whether the school will issue photo identification TriMet passes (see Article II (D)(3)) below.
- 5. PPS shall provide TriMet with a written procedure for distribution and tracking of TriMet school term passes to be delivered as part of the Program. The terms and conditions of the procedure shall be deemed to be incorporated into and made part of this Agreement upon written approval issued by TriMet.
- 6. PPS shall develop an "opt-out" notification form to students and families that will include TriMet's "How to Ride" guidelines and inform parents/guardians that they may notify their student's school if they do not want their student to receive a Youth Pass. The notification form will include a statement that the student's use of a student photo ID as proof of fare payment, and use of the TriMet transit system is subject to TriMet Code regulations. PPS shall distribute the TriMet developed "How to Ride" materials to each student. These materials shall include any required Program terms, including statements that photo ID cards are

non-transferable, and that the student must tap the Youth Hop Fastpass<sup>TM</sup> Fare

Card at card readers prior to each boarding.

7. PPS shall make every effort to provide school start times for participating high schools to TriMet for transit service planning purposes.

#### B. TriMet Obligations:

- 1. TriMet shall assign a Program Manager for TriMet's work under this Agreement who will serve as TriMet's Program contact.
- 2. TriMet shall authorize free travel on regular TriMet service routes for students enrolled at participating Schools, for the fall and spring terms during the period of September 1, 2020 through June 30, 2021. In addition to a TriMet Youth Hop Fastpass TM school term pass issued pursuant to this Agreement, TriMet shall only recognize a PPS-issued, high school Youth Hop Fastpass TM Fare Card embedded with TriMet fare media design with student photo ID as valid only when tapped at card readers at each boarding, as valid proof of fare payment for such time-period. Photo ID cards are non-transferable and may be used as proof of fare payment on TriMet transit system only by the individual whose name and photo appears on the front of the card when the card has been validated by a card reader prior to boarding.
- 3. TriMet shall develop "How to Ride" and other informational materials as necessary for the Program and deliver them to PPS.

#### C. General Agreements/Obligations of the Parties

- The Parties agree to make decisions and act as quickly as possible to pursue the development of the Program and to provide resources and personnel necessary to implement the Program and to fulfill their obligations under this Agreement in a timely manner.
- 2. The Parties agree that TriMet is not responsible for any other costs associated with the Program beyond TriMet's express obligations set forth in this Agreement. Specific obligations for PPS to pay TriMet for Program costs and expenses are set forth in this Agreement.
- 3. To be eligible for participation in the Program, Schools should be able to issue student photo ID cards printed on a Youth Hop Fastpass TM Fare Card with embedded TriMet fare media design. If at any time a participating school does not issue student photo IDs, the school will issue each
  - student a TriMet generic Youth Hop Fastpass<sup>TM</sup> Fare Card with a pre-loaded school term pass.
- 4. The Parties agree that there are no funding commitments made by any of the Parties for extension of the Student Transit Pass Program beyond the term of this Agreement, which expires June30, 2021. The Parties agree that after expiration of the Program any future student transit pass program would be subject to agreement by the Parties to the terms and conditions of a future student transit pass program through a subsequent Intergovernmental Agreement.

#### D. Program Managers

1. TriMet hereby appoints the person identified below to act as its Program Manager with regard to

#### this Agreement:

Jamie Surface Senior Coordinator, Fare Policy and Programs TriMet

1800 SW 1<sup>st</sup> Avenue, Suite 300

Portland, OR 97201

Telephone: (503) 962-6424 Facsimile: (503) 962-6451

TriMet may, from time to time, designate another person to act as the TriMet Program Manager and may specify other contact information for its Program Manager by means of a writing delivered to PPS' Program Managers.

2. PPS hereby appoints the person identified below to act as its Program Manager with regard to this Agreement:

Teri Brady Assistant Director, Transportation Services Portland Public Schools 716 NE Marine Drive Portland, OR 97111

Telephone: (503) 916-6901 ext. 77274

Facsimile: (503) 916-2707

PPS may, from time to time, designate another person to act as the PPS Program Manager and may specify other contact information for its Program Manager by means of a writing delivered to TriMet's Program Managers.

#### **ARTICLE III- PROGRAM FARE INSTRUMENTS**

#### A. Hop Fastpass<sup>™</sup> Fare Cards

- 1. TriMet issued contactless fare cards containing a valid fare product shall be used as the valid fare instrument. Fare cards are intended to be used by PPS for the duration of the school year. PPS shall keep fare instruments in secure locked storage, accessible only to the designated Program Administrator(s). PPS shall be required to maintain a record associating the fare card ID number (16-digit card number) with a unique student identifier (such as name and/or email address). PPS shall be required to upload this list via CSV file to the Institutional Web Portal to facilitate the purchase and loading of fare products to cards. PPS's students are required to tap their contactless card at card readers prior to each vehicle boarding and upon occupying any TriMet district areas requiring proof of fare payment.
- PPS issued Youth Hop Fastpass<sup>TM</sup> Fare Cards are valid only on TriMet buses, MAX, andWES when tapped on a card readers prior to boarding. Fare cards are not valid on C-TRAN.
- 3. Fare instruments are non-refundable and non-transferable. However, PPS may replace lost, stolen, or damaged fare cards for PPS's students. To be eligible for replacement, the student's fare card must first be disabled by PPS's Program Administrator. PPS may also request that TriMet disable the fare card, and in this case, TriMet reserves the right to require PPS to provide additional information about

the lost, stolen or damaged fare card, such as card ID number.

#### **ARTICLE IV- GENERAL PROVISIONS**

#### A. Relationship of the Parties

Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be an employee, agent or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

#### B. Liability

Pursuant to the provisions and limits of liability set forth in the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each Party shall indemnify and defend the other and that Party's directors, officers, employees, and agents from and against all claims, demands, penalties, and causes of action of any kind or character arising from this Agreement on account of personal injury, death or damage to property, which arises out of the acts or omissions of the indemnitor, its directors, officers, employees or agents. The obligations assumed hereunder shall survive the termination or expiration of this Agreement. In no event shall TriMet's total liability to PPS in connection with this agreement for all damages, losses and causes of action, exceed amounts paid to TriMet thereunder during the prior 12 months.

#### C. Termination

- 1. This Agreement may be terminated by mutual agreement of the Parties.
- 2. In addition to the rights afforded under subparagraph C (1) above, this Agreement may be terminated by a Party as a result of a material breach of an obligation by another Party to this Agreement as provided by law or in equity. Prior to such a termination, the terminating party must provide the Program Managers of the other parties with thirty (30) calendar days written notice of the material breach, including a detailed explanation of the breach during which period the breaching party may cure the material breach (Cure Period). If at the end of the Cure Period the breaching party has not cured the default, the terminating party may terminate this Agreement for default.

#### CI. Inspection of Records

Each of the Parties shall have the right to inspect, at any reasonable time, such records in the possession, custody or control of the other Parties necessary for review of the other Parties' obligations and its rights under this Agreement. The cost of such inspection shall be borne by the inspecting Party. This right does not extend to records privileged or otherwise exempt from disclosure under applicable law. Any party required under this Agreement to create or develop records must maintain those records for inspection pursuant to this Paragraph D.

#### E. Successors; No Assignment

The benefits conferred by this Agreement and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties. The rights and obligations of each Party under this Agreement may not be assigned in whole or in part without the prior written consent of the other Parties.

#### F. Choice of Law; Place of Enforcement

This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon. The venue for any litigation relating to interpretation or enforcement of this Agreement shall be in Multnomah County, Oregon.

#### G. Amendments

This Agreement (including the exhibits hereto) may only be amended by means of a writing signed by an authorized representative of each of the Parties hereto. No amendment to any provision of this Agreement shall be implied from any course of performance, any acquiescence by any Party, any failure of any Party to object to the other Parties' performance or failure to perform, or any failure or delay by any Party to enforce its rights hereunder.

#### H. Integration

This document constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind. No course of dealing between the Parties and no usage of trade will be relevant to supplement any term used in this Agreement.

#### I. Interpretation of Agreement

This Agreement shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.

#### J. Severability/Survivability

If any clause, sentence or portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law. All provisions concerning indemnity survive the termination of this Agreement for any cause.

#### K. Laws and Regulations

The Parties agree to abide by all applicable laws and regulations in carrying out this Agreement.

#### L. Waivers

No waiver by any Party of any provision of this Agreement shall be of any force or effect unless in writing. Except as otherwise provided herein, no waiver made by a Party with respect to the performance, or manner or time thereof, or obligation of another Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver or a waiver by

the other Parties not joining in such waiver, and no such waiver shall be construed to be a continuing waiver.

#### M. Notice

Any notice or communication under this Agreement shall be deemed received by the addressee on the earliest to occur of:

1. The date such notice is hand-delivered to the notice address of the addressee; or

- 2. If such notice is transmitted by telecopy or facsimile machine to the fax number of the addressee specified as part of the notice address, then:
  - If such notice is transmitted during regular business hours, 8:00 a.m. to 5:00 p.m. Pacific Time, on a mail delivery day, such notice shall be deemed to be delivered on the date it is so transmitted; and
  - If such notice is not transmitted during such regular business hours, or is transmitted on a date that is not a mail delivery date, such notice shall be deemed delivered on the next mail delivery day following the date upon which the same was transmitted; or
  - c. If sent to the addressee's notice address through the United States Postal Service, postage prepaid, the third mail delivery day following the date upon which the envelope containing such notice is postmarked.

The notice address of each Party is set forth above in <u>ARTICLE II</u>, <u>Paragraph (D) Program Managers</u>. Any Party may change the foregoing notice address by giving prior written notice thereof to the other Party at its notice address.

#### N. Headings

Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

#### O. No Third Party Beneficiaries

The Parties intend that the rights, obligations and covenants in this Agreement shall be exclusively enforceable by the Parties. There are no third party beneficiaries to this Agreement, either express or implied.

#### P. Mediation

The Parties shall negotiate in good faith to resolve any dispute arising under this Agreement. If the Parties are not able to resolve a dispute within forty-five (45) days after such dispute has arisen, they shall submit the matter to mediation. The mediation shall be conducted in Portland, Oregon, in accordance with such procedures, and on such time schedules as the Parties shall mutually agree. The mediator shall be selected by mutual agreement of the Parties, or if the Parties cannot agree, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator.

Mediators' fees shall be shared equally between the Parties. Each Party shall bear its own costs and expenses in connection with the mediation. Each Party shall participate in such mediation in good faith, but nothing in this Agreementshall preclude a Party from exercising its rights as provided by law in the event mediation is unsuccessful. The Parties shall continue in the performance of their respective obligations under this Agreement notwithstanding the dispute. This dispute resolution procedure may be modified by mutual agreement of the Parties.

#### Q. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

#### R. Term

This Agreement shall be in effect from September 1, 2020 through June 30, 2021, unless
otherwise modified by the terms of this Agreement or in accordance with the provisions herein,
or by operation of law.

**S.** Authority
Each individual signing below represents and warrants that each has the authority to bind the Party for which each signs.

SCHO	SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON					
By: By:		_ Date:_ Approved as to Form: _				
TRI-C	OUNTY METROPOLITAN TRANSPORT	ATION DISTRICT OF OREGON (TRIMET)				
		_ Date:_ Approved as to Form: 				
	Legal Counsel	TriMet Legal Counsel				

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,
Hydro-Temp	8/12/20 through 6/30/23	Flexible Services Contractor Pool FSCP 86148	Flexible Services Contractor Pool – Plumbing Flexible Services Contractor Pool 2019- 2701	\$3,000,000	C. Hertz Funding Source Varies
Hydro-Temp	8/12/20 through 6/30/23	Flexible Services Contractor Pool FSCP 86149	Flexible Services Contractor Pool – Boiler Services Flexible Services Contractor Pool 2019- 2765	\$3,000,000	C. Hertz Funding Source Varies
Catalyst Pathways	9/1/20 through 8/31/21  Option to renew for up to four additional one-year terms through 6/30/27	Personal Services PS 86133	Design and implement instructional programs for Title I students enrolled in private schools.  Request for Proposals 2019-2698	Original Term: \$338,726 Total through max renewal: \$1,693,627	K. Cuellar Fund 205 Dept. Varies Grant G1990
Portland Mechanical Construction	8/12/20 through 6/30/23	Flexible Services Contractor Pool FSCP 89060	Flexible Services Contractor Pool – Boiler Services Flexible Services Contractor Pool 2019- 2765	\$3,000,000	C. Hertz Funding Source Varies

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
West Linn- Wilsonville School District	7/1/20 through 6/30/21	Intergovernmental Agreement IGA 86161	Deliver regional services to eligible individuals with Autism Spectrum Disorder.	\$170,500	K. Cuellar Fund 205 Dept. 5433 Grant G1900
Portland Public Schools	7/1/20 through 6/30/21	Intergovernmental Agreement IGA 89080	Deliver regional services to eligible individuals with Autism Spectrum Disorder.	\$976,800	K. Cuellar Fund 205 Dept. 5433 Grant G1900
Portland State University	7/1/20 through 6/30/21	Intergovernmental Agreement IGA 89062	Senior inquiry courses for Jefferson, Madison, and Roosevelt.	\$297,000	K. Cuellar Funding Source Varies
Tri-Met	9/1/20 through 6/30/21	Intergovernmental Agreement	Transit passes for high school students.	\$980,000	C. Hertz Fund 101 Dept. 5560

#### AMENDMENTS TO EXISTING CONTRACTS

Contractor	Contract AmendmentTerm	Contract Type	Description of Services	Amendment Amount, Contract Total	Responsible Administrator, Funding Source
Bora Architects	8/12/20 through 6/30/22	Architecture ARCH 68114 Amendment 2	Extend contract expiration date and add A/E services for the Grant upper field project. Direct Appointment of additional scope	\$202,464 \$335,434	C. Hertz Fund 452 Dept. 3217 Project DA001
Serendipity Center	8/12/20 through 6/30/22	Master Contract MSTR 64781 Amendment 1	To provide therapeutic special education services to PPS students per their IEP.  Direct Negotiation PPS-46-0525(12)	\$1,620,000 \$2,620,000	K. Cuellar Funding Source Varies

#### Resolution No. 6161

#### A Resolution Correcting Scrivener's Error in Resolution No. 6153

#### RECITALS

- On August 3, 2020, the Board approved Resolution No. 6153, entitled "A Resolution of Portland Public Schools, Multnomah County School District No. 1J, Multnomah County, Oregon, Calling a Measure Election to Submit to the Electors of the District the Question of Authorizing \$1,208,000,000 of General Obligation Bonds and Providing for Related Matters."
- In paragraph 1 of Resolution No. 6153, there was a scrivener's error: \$1,204,000 should have stated \$1,208,000,000 as was correctly stated in the title of the resolution and in the referred ballot title and explanatory statement that were authorized in paragraph 2 of the resolution.

### RESOLUTION

1.	The Board hereby corrects the scrivener's error in paragraph 1 of Resolution No. 6153 so that the	ne
	principal amount of bonds in the measure is correctly stated as \$1,208,000,000.	

Board Socratory			

Resolution to approve the postponement of OAR 581-022-2355 Instructional Materials Adoption

#### **RECITALS**

- A. The rules for the corrective action plan for OAR 581-022-2355 Instructional Materials Adoption that are not completed by the beginning of the following school years require the submission of a Postponement Form to indicate the textbooks that will be used prior to the start of the school year.
- B. Board approval is required for the Postponement Form as the Board approves Instructional Materials Adoptions.

#### **RESOLUTION**

The Board of Education hereby approves the postponement of Instructional Materials Adoption as outlined in the Postponement Form that will be submitted to the Oregon Department of Education prior to September 2, 2020, the start of the school year in PPS.

Attachment A: Request for Approval to Postpone Selection and Use of Adopted Instructional Materials (OAR 581-022-1650, ORS 337.120)

Oregon Department of Education Public Service Bldg 255 Capitol St NE Salem OR 97310

# Request for Approval to Postpone Selection and Use of Adopted Instructional Materials (OAR 581-022-1650, ORS 337.120)

District Name: Portland Public Schools Address: 501 N. Dixon St. Portland, OR 97227

ESD Name: Multnomah ESD ESD Address: 11611 NE Ainsworth Circle Portland, OR

97220

Contact Person Name: Daniel Cogan Telephone Number: 503-916-2000 x71023 Current Date: 8/12/2020

Date approved by local school board:

1. Subject: Math Category: Core Grade Level: K-12

Subject: Science Category: Core Grade Level: K-5

Subject: Eng. Language Dev. Category: Grade Level: K-5

#### 2. Reason for seeking postponement

The primary reason for postponement in the purchase of curriculum materials per the state's adoption cycle, has been the lack of funding. For several years, PPS has been unable to align with the adoption cycle. The school district has made efforts to supplement existing core materials, or done partial adoptions. However, no purchases have allowed for full adoption. In the interim, PPS continues with its development and implementation of a K-12 standards-based guaranteed and viable curriculum, including a scope and sequence for every content area and grade level. It has been critical to first establish the scope and sequence for each content area prior to moving ahead with the adoption of new instructional materials. As we enter the 2020/2021 school year, we have a greater understanding of the student learning experience, as a result of the pandemic, and we want to ensure that the curriculum resources we purchase are able to meet the needs of our students and our teachers. We are completing an audit that began during the 2019-20 school year, of both the humanities and mathematics departments.

This level of analysis and evaluation will prepare us to take advantage of funding opportunities. Any new investment would allow us to provide students with high-quality, standards-based instructional materials, and would allow for a return to the Oregon textbook adoption cycle, as well as support more innovative PPS vision-oriented courses of study (e.g. climate justice, ethnic studies, middle school redesign, experiential education and portfolios, computer science, differentiated instruction).

- 3. Materials for each subject area will be reviewed and evaluated in alignment with mandated <u>Oregon Adoption Criteria for Instructional Resources</u>. The projected date for procuring and installing new material: May 2021 [Note: This date shall not be later than one year from the beginning of the school year following the state adoption. On this date new materials must be installed or an independent adoption notification sent to the Department of Education indicating what materials are being used.]
- 4. Identify materials to be used during the postponement (use reverse side for additional listings):

Title	Name of Publisher	Copyright Date
Elem Math - Bridges 1	Math Learning Center	2011

MS Math - Connected Mathematics	Pearson Prentice Hall	2009
HS Math - Connections	College Preparatory Mathematics	2005
Elem Science	Foss & Kendall Hunt Publishing	2000
ELD - Avenues	Hampton Brown	2007

Statement of Ass other subject area	•	ostponement, causing an out-of cycle purchase, will n	ot delay future purchases in
Signature of Distri	ct Superintender	nt Please Print Name	
		For Department Use Only	
→ Approved	→ Denied	Oregon Department of Education Representative	Date

Form 581-4548-P (Rev. 3/11)

Title	Name of Publisher	Copyright Date
K-12 Physical Education	In compliance, using curated materials	
K-5 Science	PPS Units 3/3 created will be finished this school year. All science lessons integrate the ELD standards	



### PORTLAND PUBLIC SCHOOLS

#### OFFICE OF TEACHING AND LEARNING

501 North Dixon Street / Portland, OR 97227 Telephone: (503) 916-3702

**Date:** August 18, 2020

To: School Board

From: Dr. Luis Valentino, Chief Academic Officer

**Subject**: Instructional Materials Adoption Postponement

#### **BACKGROUND**

On January 7, 2020, Deputy Superintendent Dr. Kregg Cuellar, presented the 2018-19 <u>Division 22 Community Report</u> at the School Board Meeting as required by Oregon Administrative Rules Chapter 581, Division 22. In that presentation he provided an overview of areas of compliance and noncompliance, recent and planned corrective actions and next steps to bring the district into full compliance.

Specifically, he shared the corrective action plan for the noncompliant category: Instructional Materials Adoption and provided the following history and context:

- PPS is out of sequence in materials adoptions for math, science, and English Language Development and has been since 2011.
- After his arrival in fall of 2017, Superintendent Guerrero began the multi-year process to build out comprehensive, districtwide standards, curriculum scope and sequence, professional development and a plan for adoption of instructional materials.
- In 2018, the district launched the guaranteed and viable curriculum (GVC) for grades K 12, including a scope and sequence for every content area and grade level. (For the 2018-19 school year, the district was out-of-compliance with K-12 mathematics, K-5 science, and K-5 ELD: Bridges Math K 5 was adopted in 2011; Connected Math, grades 6 8, was adopted in 2009; and College Preparatory Math, grades 9 12, was adopted in 2005.)
- During the 2019-20 school year, an Instructional Framework was completed for mathematics and science, as informed by the guaranteed and viable curriculum and their scope and sequences. This framework has helped inform whether to submit an independent adoption or move towards State-approved adoptions in these content areas. In addition, the Humanities Department audited the K-5 ESL materials in 2019-20 and determined a comprehensive process should begin in the 2020/2021 school year to adopt a new curriculum to support emergent bilingual students.

#### **RELATED POLICIES/BEST PRACTICES**

#### Division 22

#### 581-022-2355 Instructional Materials Adoption

(1) For each program and course in grades K-12, each school district, on a cycle established by the State Board of Education, shall select and provide students with free appropriate

instructional and resource materials produced in accordance with the National Instructional Materials Accessibility Standard (NIMAS). These materials shall contribute to the attainment of district, program, and course or grade level goals and reflect recent knowledge, trends, and technology in the field. The school district process for selecting and adopting instructional materials shall include opportunities for citizen and parent involvement.

- (2) The school district process must identify whether the district coordinates with the National Instructional Materials Access Center (NIMAC) when purchasing print materials under OAR 581-022-2350 and 581-022-2360.
- (3) Districts that do not coordinate with NIMAC must provide instructional materials to persons who are blind and persons with print disabilities in accessible formats under 581-015-2060.
- (4) Sufficient quantities, including those produced in alternate formats and those that cannot be produced from NIMAS files, shall be available in a timely manner to accommodate the number of students who will be using them at any one time. A timely manner means the materials are available at the same time materials are available for students who do not need materials in alternate formats.

### **ANALYSIS OF SITUATION**

Division 22 requires that for any rule reported out of compliance in 2018-19, that a district is required to provide an explanation as to why they were not in compliance and propose a corrective action plan to come into compliance by the beginning of the 2020-21 school year. PPS' corrective action plan did not bring us into compliance, in the required ODE timeline, and therefore the district is required to submit an official <a href="Instruction Materials Adoption">Instruction Materials Adoption</a>
<a href="Postponement Form">Postponement Form</a> approved by the PPS Board to ODE. The submission of this form does not bring the district into compliance, as it requires us to report the textbooks we are using in the meantime.

The primary reason for postponement in the procurement of current curriculum materials per the state's adoption cycle, has been the lack of funding. For several years, PPS has been unable to purchase comprehensive curriculum resources in the areas described by Division 22, and therefore, has not been able to align with the textbook adoption cycle. The school district has made efforts to supplement existing core materials, or has done partial adoptions. However, no purchases have resulted in full adoptions. In the interim, PPS continues with its development and implementation of a K-12 standards-based guaranteed and viable curriculum, including a scope and sequence for every content area and grade level. It has been beneficial to establish the scope and sequence for each content area prior to moving ahead with the adoption of new curriculum materials.

As we enter the 2020/2021 school year, we have a greater understanding of the student learning experience, as a result of the pandemic; we want to ensure that the curriculum resources we purchase are able to meet the needs of our students and our teachers in the emerging environments. We are completing an audit that began during the 2019-20 school year, of both the humanities and mathematics departments. The objectives are to ensure that our current curriculums are still viable, as well as aligned to the procurement of new curriculum materials that reflect the student learning experience. This will include the provision of both digital and print materials. We will proceed to evaluate published resources across all subject areas, including language arts, math, science, and ELD.

This level of analysis and evaluation will prepare us to take advantage of new funding opportunities. Through the proposed \$53M Bond investment, we hope to adopt comprehensive, culturally relevant, accessible and differentiated currently published curriculum

and instructional resources and materials, across core subject areas, including language arts, math, science, the arts and social emotional learning. This investment would provide students with high-quality, standards-based instructional materials, would allow for a return to the Oregon textbook adoption cycle, and would support more innovative PPS vision-oriented courses of study (e.g. climate justice, ethnic studies, middle school redesign, experiential education and portfolios, computer science, differentiated instruction).

### **TIMELINE FOR IMPLEMENTATION / EVALUATION**

The Postponement Form is due to ODE by before the beginning of the PPS 2020-21 school year.

#### **STAFF RECOMMENDATION**

Staff recommends the Board approving the postponement form to acknowledge that we are out of compliance with Instructional Materials Adoption.

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

#### **ATTACHMENTS**

- A. Resolution
- B. Attachment "A" -Form to Request Approval to Postpone Selection and Use of Adopted Instructional Materials

### Settlement Agreement

The authority is granted to pay a total of \$595,000 to resolve a disputed construction contract matter and to enter into a settlement agreement and release. The settlement agreement will be in a form approved by the General Counsel.

Resolution in Support of Ballot Measure Establishing Universal Preschool in Multnomah County

#### **RECITALS**

- A. This measure will establish a new preschool for all program providing voluntary, tuition-free, developmentally appropriate early learning opportunities for three- and four-year old children in Multnomah County, prioritizing families who historically have the least access to preschool, including BIPOC families, families whose children have disabilities, families who speak languages other than English, and who are experiencing poverty and economic challenges.
- B. This program will redress a critical shortage of accessible early childhood education in this region. Before COVID-19, Multnomah County only had enough preschool and child care spots for 43% of our preschool-age children. The pandemic's impacts will make this even worse.
- C. Oregon ranks fourth in the country in the costs of childcare. Yet only 15% of preschool slots are publicly funded. In 2017, preschool cost on average over \$9,000/year, forcing many families in Multnomah County to spend 30-40% of their income on preschool.
- D. Research over many decades convincingly shows that participation in high quality early childhood educational experiences has a positive impact on all children, but especially for children of color and children living in poverty, supporting a range of early cognitive skills, social-emotional development, and executive functions that are foundational for success in K-12.
- E. Moreover, public investments in universal, high quality preschool have been shown to be one of the most effective economic development strategies, with a return of almost \$8-10 on the dollar.

#### RESOLUTION

1. The Board of Education for Portland Public Schools endorses the measure establishing preschool for all 3- and 4-year old children in Multnomah County.



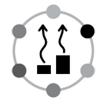


Relmagining Education During the Pandemic



PORTLAND PUBLIC SCHOOLS Russ Brown, Chief of System Performance Shawn Bird, Chief of Schools Dani Ledezma, Senior Advisor, Racial Equity & Social Justice

## **Comprehensive Distance Learning Guiding Principles**



System Shift: Racial Equity Aligned Systems, Structures & Culture

Center Racial Equity & Social Justice



System Shift: A Culture of
Physical & Emotional Safety
Ensure Health & Wellness
for Staff, Students &
Buildings



System Shift: Transformative
Curriculum & Pedagogy
Strengthen & Innovate the
Instructional Core



System Shift: A Connected & Transformative School District
Cultivate Connection & Relationship



System Shift: Transformative
Curriculum & Pedagogy
Strengthen & Innovate the
Instructional Core



#### **ASYNCHRONOUS:**

Students learning at their own pace. Through videos, projects, etc.

#### **SYNCHRONOUS:**

Students learning together through online classes and video conferencing.

## **Instructional Delivery:**

Asynchronous & Synchronous



Pre-recorded lectures, readings and podcasts.



Video demonstrations and worked problems.



Practice problems, discussion questions, and other activities.



Quizzes, assignments, and applications.



Analytical groups.





students in breakout groups or group presentations.



Checking in with students via instant messaging or video conferencing.



Focused activities with real time interaction.



Office hours.







## Firm/Flexible

Category	Firm	Flexible	
Scheduling Requirements	<ul> <li>Office Hours/Student Supports, Planning, Family Engagement</li> <li>K-8 schools follow the K-5 schedule and there is no separate K-8 schedule</li> </ul>	Start/end times, when planning is scheduled	
Components	<ul> <li>Meet instructional hour requirements by including all components in weekly schedule</li> <li>Building leadership teams make a building-wide schedule</li> <li>Grade levels follow the same schedule</li> <li>Take attendance daily</li> </ul>	Structure of the blocks can be adjusted to meet the needs of students and families, prioritize synchronous instruction during small groups	



## **Grade 2: Maya @ Harrison Park**

Time	Monday/Friday	Time	Tuesday/Thursday	Time	Wednesday
9:15ам	Breakfast/Prep for Day	9:15ам	Breakfast/Prep for Day	9:15ам	Breakfast/Prep for Day
9:30ам	SEL Lesson (S)	9:30ам	SEL Lesson (S)	9:30ам	SEL Lesson (S)
<b>10:00</b> AM	Integrated LA/SS Mini-Lesson (A/S)	10:00 <sub>AM</sub>	Math Mini-Lesson (A/S)	10:00 <sub>AM</sub>	Integrated LA/SS Mini-Lesson
10:30ам	Independent Reading or Writing	10:15 <sub>AM</sub>	Math Small Group (S)		(A/S)
	Tasks (A)*	10:35 <sub>AM</sub>	Lang. Arts Small Group (S)	10:30ам	Independent Reading or Writing
<b>11:00</b> AM	Lang. Arts Small Group (S)	11:25 <sub>AM</sub>	Independent Math Tasks or		Tasks (A)*
11:25 <sub>AM</sub>	Independent Reading or Writing	11.2JAW	Dreambox (A)*	<b>11:00</b> AM	Lang. Arts Small Group (S)
	Tasks (A)*	12:15рм	LUNCH & RECESS	11:25ам	Independent Reading or Writing Tasks (A)*
12:15рм	LUNCH & RECESS		Independent Reading or Writing		
1:00рм	Independent Math Tasks or	·	Tasks (A)*	12:15рм	LUNCH & RECESS
	Dreambox (A)*	1:30рм	Science/Health (A/S)	1:00рм	Math Small Group (S)*
1:30рм	Science/Health (A/S)	2:00 <sub>PM</sub>	Foundational Skills Mini-Lesson (A)	1:20рм	Independent Math Tasks (A)*
2:00рм	Math Small Group (S)*		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	1:45рм	Independent Math, Lang. Arts/SS,
2:20рм	Independent Math Tasks (A)*	2:10рм	Foundational Skills Small Group (S)	-	Health, Science Tasks (A)*
	. ,	2:25рм	Word Work, Lexia (A)	3:30 <sub>РМ</sub>	Recess (A)
2:45рм	Library (A)	2:45рм	PE (S)		
3:30 <sub>РМ</sub>	Recess (A)	3:30рм	Recess (A)		



## **Grades 7 Schedule - Kyree @ Beaumont**

SGI = Small Group Instruction

OH = Office Hours

AL = Asynch Learning

	Monday	Tuesday	Wednesday	Thursday	Friday
9:30 - 10:15 AM	Lang Arts (live)	Choir (live)	Lang Arts (SGI, OH, AL)	Choir (SGI, OH, AL)	Lang Arts (SGI, OH, AL)
10:30 - 11:15 AM	PE (live)	Social Studies (live)	PE (SGI, OH, AL)	Soc Stud (SGI, OH, AL)	PE (SGI, OH, AL)
11:30 AM - 12:15 PM	Math (live)	Science (live)	Math (SGI, OH, AL)	Math (SGI, OH, AL)	Math (SGI, OH, AL)
Lunch	Lunch	Lunch	Lunch	Lunch	Lunch
1:00 PM - 1:45 PM	Advisory/Small Groups	Advisory/Small Groups	Advisory/Small Groups	Advisory/Small Groups	Advisory/Small Groups or Choir (7-per school)
1:45 PM - 2:30 PM	Applied Learning	Applied Learning or Spanish live	Applied Learning	Applied Learning or Spanish (SGI, OH, AL)	Social St (SGI, OH, AL)
2:30 PM - 3:15 PM	Applied Learning	Applied Learning	Applied Learning	Applied Learning	Science (SGI, OH, AL)
3:15 PM - 4:00 PM	Applied Learning	Applied Learning	Applied Learning	Applied Learning	Spanish (sgi, oh, AL)

Green = synchronous \*\*Wed-Fri will be a combination of synch/asynch based on student need

### Instructional Schedule - Student Day (Marcos -- RHS 10th Grader)

#### Week-At-A-Glance 4x4 Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday		
8:00-9:00	Applied Learning	Applied Learning	Applied Learning	Applied Learning	Applied Learning		
9:15-10:30	Period 1 (Live)	Period 3 (Live)	P1 Span 3-4 SGI/AL (9:15-9:50)	Period 1 (Live)	Period 3 (Live)		
	Spanish 3-4	Band 	P2 Eng 3-4 SGI/AL (9:50-10:30)	Spanish 3-4	Sand		
10:40-11:55	Period 2 (Live) English 3-4	Period 4 (Live) Algebra 3-4	P3 Band SGI/AL (10:40-11:15)	Period 2 (Live) English 3-4	Period 4 (Live) Algebra 3-4		
	LIGISH SEE	Algebra See	P4 Alg 3-4 SGI/AL(11:15-11:55)	Ligial 3"4	Higenie Sas		
11:55-12:35		Lunch					
12:35-1:50	Period 3 (AL, SGI) Band	Period 1 (AL, SGI) Spanish 3-4 20 min small group based on Monday's quiz	Office Hours and SGI (until 1:45)	Period 3 (AL, SGI) Band	Period 1 (AL, SGI) Spanish 3-4		
2:00-3:15	Period 4 (AL, SGI) Algebra 3-4	Period 2 (AL, SGI) English 3-4	Applied Learning	Period 4 (AL, SGI) Algebra 3-4	Period 2 (AL), SGI English 3-4		
3:15-3:45			A S		Due to family commitment, student was unable complete work at this time		
3:30-4:30	BSU Club Meeting		Band Practice		but did later in the evening.		

variation of student schedules/day to meet the needs of their students.

## Instructional Schedule - Student Day (AMY 11TH GRADE AT CHS)

Week-At-A-Glance Full Year Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00-9:00	Applied Learning	Applied Learning	Applied Learning	Applied Learning	Applied Learning
9:15-10:30	Period 1 (Live) IB English	Period 5 (Live) 15 History	<ol> <li>9:15 AL IB English</li> <li>9:35 AL IB Biology</li> <li>9:50 AL Choir</li> <li>10:15 AL Math SL</li> </ol>	Period 3 (Live) Chan	Period 7 (Live) Digital Media
10:40-11:55	Period 2 (Live)	Period 6 (Live)	<ol> <li>10:40 AL IB History</li> <li>11:00 AL IB Boost</li> <li>11:20 AL Digital Media</li> <li>11:40 AL Study Hall</li> </ol>	Period 2 (Live) (B Biology	Period 8 (Live) Study mell
11:55-12:35			Lunch		
12:35-1:50	Period 3 (AL, SGI) Choir	Period 7 (AL, SGI) Digital Media (30 min group work)	Office Hours and SGI (until 1:45)	Period 1 (AL, SGI) IB English: 20 min small group based on Monday's quiz	Period 5 (AL, SGI)  IB History
2:00-3:15	Period 4 (AL, SGI)  Math SL	Period 8 (AL, SGI) Study Hall	Applied Learning	Period 2 (AL)  IB Biology	Period 6 (AL, SGI)  AB Boost  Due to family commitment.
3:15-3:45					student was unable complete work at this time
3:30-4:30	BSU Club Meeting		Choir Practice	LC, Alliance Campuses, Pioneer	and the did water in the everying

# **Questions**

# Instructional Schedule - Student Day (10th Grader)

Week-At-A-Glance Full Year Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00-9:00	Applied Learning	Applied Learning	Applied Learning	Applied Learning	Applied Learning
9:15-10:30	Period 1 (Live) Spanish 3-4	Period 5 (Live) Chemistry	<ol> <li>9:15 AL Span 3-4</li> <li>9:35 AL Eng 3-4</li> <li>9:50 AL Health 1-2</li> <li>10:15 AL Algebra 3-4</li> </ol>	Period 3 (Live) Health 1-2	Period 7 (Live) Intro to Construction
10:40-11:55	Period 2 (Live) English 3-4	Period 6 (Live) Psychology	<ol> <li>10:40 AL Chemistry</li> <li>11:00 AL Psychology</li> <li>11:20 AL Construction</li> <li>11:40 AL Study Hall</li> </ol>	Period 2 (Live) Algebra 3-4	Period 8 (Live) Study Hall
11:55-12:35			Lunch		
12:35-1:50	Period 3 (AL, SGI) Health 1-2	Period 7 (AL, SGI) Intro to Construction (30 min group work)	Office Hours and SGI (until 1:45)	Period 1 (AL, SGI) Span 3-4: 20 min small group based on Monday's quiz	Period 5 (AL, SGI) Chemistry
2:00-3:15	Period 4 (AL, SGI) Algebra 3-4	Period 8 (AL, SGI) Study Hall	Applied Learning	Period 2 (AL) English 3-4	Period 6 (AL, SGI) Psychology
3:15-3:45	RSU Club Meeting		Chair Practice	A Alliance Computer Signer	Due to family commitment, student was unable complete work at this time but did Jater in the evening.

3:30-4:30 BSU Club Meeting

Choir Practice

MLC, Alliance Campuses, Pioneer and Balt White the file of Stille variation of student schedules/day to meet the needs of their students.



System Shift: A Connected & Transformative School District
Cultivate Connection & Relationship



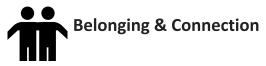


#### **Student and Family Supports**

Portland Public Schools, in partnership with community partners, including culturally specific organizations and the business community are aiming to provide supports and interventions to ensure every PPS student, especially our Black, Native American and Students of Color, can successfully engage in learning and positive relationship building.



**Academic Supports** 





**Family Supports & Resources** 



**Enrichment & Extended Day** 



**Culturally Specific Supports** 





# **Questions**



# For updates, please see PPS Reentry Resources:

- pps.net/fall2020
- pps.net/coronavirus
- Feedback form