

Agenda

- I. 6:00 pm - Opening (5 min)
- II. 6:05 pm - Consent Agenda: Resolutions 6154 through 6161 (5 min)
 - Vote- Public Comment Accepted*
 - 1. RESOLUTION 6154: 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
 - 2. RESOLUTION 6155: Authorizing an Amendment to the Right of Way Easement Dedication for the Lincoln High School Modernization Project Located at 1600 SW Salmon, Portland, Oregon
 - 3. RESOLUTION 6156: Adoption of Minutes
 - 4. RESOLUTION 6157: Settlement Agreement
 - 5. RESOLUTION 6158: Settlement Agreement
 - 6. RESOLUTION 6159: Intergovernmental Agreement for Student Transit Pass Program Between School District NO. 1J, Multnomah County, Oregon, and the Tri-County Metropolitan Transportation District of Oregon
 - 7. RESOLUTION 6160: Expenditure Contracts
 - 8. RESOLUTION 6161: A Resolution Correcting Scrivener's Error in Resolution No. 6153
- III. 6:10 pm - Student and Public Comment (15 min)
- IV. 6:25 pm - Student Representative's Report (5 min)
- V. 6:30 pm - Superintendent's Report (10 min)
- VI. 6:40 pm - Reentry Update (50 min)
- VII. 7:55 pm - Other Business / Committee Referrals / items pulled from the consent agenda (5 min)
- VIII. 8:00 pm - Adjourn

RESOLUTION No. 6154

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.

Dan Jung /Dana White



PORTLAND PUBLIC SCHOOLS
OFFICE OF SCHOOL MODERNIZATION
501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-2222

Date: August 11, 2020
To: School Board
From: Dan Jung, Chief Operating Officer
Dana White, Director of Planning & Real Estate Management
Subject: Portland State University Lease Extension at Green Thumb

BACKGROUND

In November of 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.

In 2017, PSU expanded its premises to include Greenhouse #3 to provide storage space for garden equipment.

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.

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.

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.

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, and PSU wishes to relinquish Greenhouse #3.

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 .

RELATED POLICIES/BEST PRACTICES

Board Policy 8.70.040-P Preservation, Maintenance, and Disposition of District Real Property

Current Policy requires that all real estate contracts be terminable upon thirty (30) days' notice unless Board approval is given, but a ninety (90) day termination clause is common in most leases.

ANALYSIS OF SITUATION

Denying a ninety (90) day termination clause in the PSU lease extension would jeopardize PSU's ability to fulfill its commitments to the students that use the Green Thumb site in the event the District elects to terminate the lease.

FISCAL IMPACT

There are no fiscal impacts to approving the ninety (90) day termination clause.

COMMUNITY ENGAGEMENT (IF APPLICABLE)

NA

TIMELINE FOR IMPLEMENTATION / EVALUATION

The current lease will expire September 30, 2020.

BOARD OPTIONS WITH ANALYSIS

1. Approve a ninety (90) day termination clause as requested by PSU to assure service to its students.
2. Deny ninety (90) day termination clause and require a thirty (30) day termination clause.

CONNECTION TO BOARD GOALS

NA

STAFF RECOMMENDATION

Staff recommends approving the ninety (90) day termination clause as requested by PSU.

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

 CA (Initials)

RESOLUTION No. 6155

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 16th 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.

Dan Jung /Dana White

Regular Meeting Minutes

Tuesday, July 28, 2020 7:00 PM

WebEx Virtual Meeting

Attendance:

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

Consent Agenda: Resolutions 6147 through 6149 (5 min)

Motion to approve the consent agenda, which includes resolutions 6147 through 6149. This motion, made by Director Julia Brim-Edwards and seconded by Amy Kohnstamm, Passed.

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

Yea: 7, Nay: 0

1. RESOLUTION 6147: Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

RESOLUTION No. 6147

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

RECITAL

Portland Public Schools ("District") Public Contracting Rules PPS-45-0200 ("Authority to Approve District Contracts; Delegation of Authority to Superintendent") requires the Board of Education ("Board") enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Clarity Construction, Inc.	7/29/20 through 11/15/20	Construction C 69780	Ainsworth office expansion. Invitation To Bid - Construction 2020-2844	\$169,239	C. Hertz Fund 445 Dept. 5597 Project K0118

Endres Northwest, Inc.	7/29/20 through 11/13/20	Construction C 69781	Stephenson classroom upgrades. Invitation To Bid - Construction 2020-2846	\$194,789	C. Hertz Fund 445 Dept. 5597 Project K0181
Todd Hess Building Co.	7/29/20 through 11/30/20	Construction C 69787	Marshall High School campus grandstands - ADA upgrades & repairs. Invitation To Bid - Construction 2020-2842	\$414,106	C. Hertz Fund 404 Dept. 5597 Project X0137
Todd Hess Building Co.	7/29/20 through 11/30/20	Construction C 69788	Wilson High School campus grandstands - ADA upgrades & repairs. Invitation To Bid- Construction 2020-2843	\$301,653	C. Hertz Fund 404 Dept. 5597 Project X0137
Fulcrum Construction	7/29/20 through 11/30/20	Construction C 69789	Jefferson High School campus grandstands - ADA upgrades & repairs. Invitation To Bid- Construction 2020-2841	\$363,548	C. Hertz Fund 404 Dept. 5597 Project X0137
DreamBox Learning, Inc.	8/1/20 through 8/1/23	Digital Resource DR 70015	DreamBox math license & training for all K-8 students in all schools. Approved Special Class Procurement - Copyrighted Materials and Works PPS-47-0288(4)	\$470,000	K. Cuellar Fund 191 Dept. 5555 Project B1001
SAFE Transportation, Inc.	7/29/20 through 6/30/25	Services S 70024	Provide transportation services to District students who are unable to be served by a school bus and as determined by their IEP. Approved Special Class Procurement - Secure, Specialized Transportation for Special Needs Students. PPS-47-0288(19)	\$5,600,000	C. Hertz Fund 101 Dept. 5560
Center for Equity and Inclusion	7/29/20 through 6/30/21	Personal Services PS 86134	RESJ professional development. Direct Negotiation PPS-46-0525(4)	\$430,000	D. Ledezma Fund 101 Dept. 5432

NEW INTERGOVERNMENTAL AGREEMENTS ("IGAs")

No New IGAs

AMENDMENTS TO EXISTING CONTRACTS

No New Amendments

2. RESOLUTION 6148: Minutes for Adoption

Resolution 6148: Minutes for Adoption

The following minutes are offered for adoption:

- July 14, 2020 - Regular Meeting.
- July 21, 2020 - Special Meeting

3. RESOLUTION 6149: Appointment of Custodian Civil Service Board

RESOLUTION No. 6149

Appointment of Custodial Civil Service Board

RECITALS

- The Portland Custodial Civil Service Board was established in 1937 following the passage of the Custodian Civil Service Bill (SB 260) by the Oregon Legislature.

- The Custodial Civil Service Board is an independent entity created under this law and is responsible for the judicial oversight of the application and administration of the Custodial Civil Service Law (ORS 242.310 to 242.640 and ORS 242.990) in the Portland Public School District.
- Board Commissioners are appointed by the PPS Board of Education for a term of two, four or six years.
- There are two vacancies on the Custodial Civil Service Board.
- Brian Caufield has been nominated to serve on the Custodial Civil Service Board for a term of four years.
- Mr. Caufield is a labor lawyer with over 20 years of experience in the field. He started his career with the National Labor Relations Board before moving to a firm and ultimately to his current role of representing Oregon's public universities in all facets of labor relations. He has worked extensively with a number of SEIU locals including Local 32BJ in New York and Local 503 in Oregon. Brian serves as a member of the Rules Advisory Committee for Oregon's Employment Relations Board. He has been a resident of Portland's Concordia neighborhood since 2013 and currently volunteers as a coach to Franklin High's Constitutional Law and Mock Trial programs.

RESOLUTION

Mr. Caufield is appointed to the Custodial Civil Service Board with a term that expires June 30, 2024

RESOLUTION 6150: Resolution In Support of Centering Black Student Excellence in Portland Public Schools

Motion to approve Resolution 6150, In Support of Centering Black Student Excellence in Portland Public Schools. This motion, made by Amy Kohnstamm and seconded by Director Michelle DePass, Passed.

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

RESOLUTION No. 6150

Resolution In Support of Centering Black Student Excellence in Portland Public Schools

Recitals

- A. In 2019, the Board of Education adopted "PPS reimagined," a community-driven vision for what we want for the graduates, system, and educators of the Portland Public Schools (PPS). This ambitious vision represents the values and aspirations of thousands of Portland students, families, staff, partners, and members of the community, and articulates our foundational and enduring belief in Racial Equity and Social Justice and that all students can succeed academically: We believe in the fundamental right to human dignity and also believe that generating an equitable world requires an educational system that intentionally disrupts—and builds leaders to disrupt—systems of oppression.
- B. A decade after the PPS Board adopted a historic Racial Educational Equity Policy that held racial equity and social justice as central tenets to our decisions and actions, PPS is determined to bring about racial justice and equity in our District, espousing a counter-narrative for our Black, Native and Students of Color. Through an updated [Racial Equity and Social Justice Framework and Plan](#), PPS continues its steadfast commitment to creating access to an array of opportunities for students, especially students of color, aligning our cultural norms, practices, and structures so that they center the lived experiences and hopes of our Black, Native, and Students of Color, developing culturally responsive practices, including equitable budgeting, and strengthening our partnerships with culturally specific, community-based providers to tailor individual supports to the needs of our students.
- C. An important aspect of this work is acknowledging the cultural and institutional racism that has existed in our system since its inception. Over our history, PPS has promoted racist policies, protocols, and procedures, helping reinforce racist cultural narratives, beliefs, and norms. Six years before Oregon proposed a state constitution banning Black people from entering, residing, or acquiring property, Portland Public Schools, Oregon's now-largest school system, was established. For close to 170 years, PPS has failed communities of color - especially Black and Native American students - from the time of its founding, when William Brown, a resident of Portland in the 1860s, was denied the right to enroll his children in one of Portland's only two public elementary schools, launching what would be the first recorded case of racism against Black children in Portland Public Schools.
- D. While our commitment to calling out and eradicating systems of oppression is clear in our vision, we also know that cultural and institutional racism continues to produce disparities and negatively impacts the lives of our students of color, specifically Black students. Reflecting on our community's vision for PPS, our core values and educational system shifts along with the acknowledgement of persistent, racialized predictors for student outcomes, PPS must strategically utilize and invest resources in a targeted and culturally responsive manner to achieve racial equity and social justice. Culturally specific organizations are uniquely positioned to partner with PPS to support our racial equity and

social justice goals, and we rely on our continued partnership with them to implement culturally responsive family engagement, mentoring, wrap-around services and support.

- E. On June 11, 2020, the Board unanimously approved [Resolution 6130](#), declaring that the lives of Black students and our Black community matter and committing to working with the Portland community to create the conditions for every student, especially our Black and Native students who experience the greatest challenges, to realize the vision of the Graduate Portrait.
- F. The Albina Vision Trust (AVT) is a nonprofit organization facilitating the thoughtful reinvention and transformation of the 94-acres of lower Albina, from which thousands of primarily Black residents were forcibly displaced over decades of urban renewal. Recognizing the power and importance of education, AVT seeks to develop a youth-centered community in lower Albina that creates opportunities for Portland's next generation of Black people to learn, build wealth and reclaim home. This Albina neighborhood would allow for intentional design for the safety of Black and brown children in the urban environment while at the same time providing the housing and community stability that supports education.
- G. Equitable access to public education has long been a key component of the civil rights movement and fight for racial justice. Building on the legacy of advocacy for Black children in Portland, and catalyzed by the social movement for Black Lives, Black Portland community leaders have put forth the concept of the Center for Black Student Excellence (CBSE). This concept endeavors to center the experience, promote opportunities, accelerate outcomes, and celebrate the achievements of Portland's Black children. This new collective impact effort channels the decades of visionary leadership and culturally responsive and pedagogically sustaining approaches of community-based nonprofits like Self Enhancement, Inc., and KairosPDX, among other Black-led, culturally specific organizations here in Portland. This emerging community-led concept seeks to unify and elevate the educational experience of Portland's Black children and their families, connecting a constellation of community schools, such as Boise Eliot/ Humboldt Elementary, Dr. Martin Luther King Jr. Elementary, Tubman Middle School, and Jefferson High School, and Black-led community-based organizations in the Albina Neighborhood. The CBSE will work with the students, families, and community stakeholders to develop a coherent set of strategies that will positively impact student achievement and outcomes while affirming student identity, and will include promoting and supporting culturally responsive/sustaining teaching and learning, from cradle to career. The CBSE will serve as a living expression of Portland Public Schools' expressed commitment to Black Lives and will help advance PPS's mission to prepare students to be compassionate critical thinkers, able to collaborate and solve problems, and prepared to lead a more socially just world.
- H. On July 28, 2020, the PPS Board of Education will consider adopting a resolution to place a general obligation bond on the November 3, 2020, ballot. If approved, the proposed bond would allocate up to \$371 million to modernize Jefferson High School and launch the design and implementation of the Center for Black Student Excellence in neighborhood schools and facilities in North and Northeast Portland, especially in the heart of the historic Albina neighborhood.

RESOLUTION

NOW, THEREFORE, the Board of Education:

- A. Affirms that it will stand shoulder to shoulder with the Black community, who continue to be central to building this nation and who have fought and continue to fight for more just and equitable opportunities here in Portland and across the United States.
- B. Stands strongly in its commitment to authentically listen, learn, and partner with our community's Black elders and listen to our Black youth to address the cultural and institutional racism that has existed in our system since its inception.

- C. Commits to affirming its long-held belief to lead with a robust Racial Equity and Social Justice agenda, and centering the lived experiences of our Black students, families, educators, and staff in our actions, decisions, and words.
- D. Firmly stands behind the community-inspired idea of the [Center for Black Student Excellence](#), both as a physically built environment and as a designated set of culturally responsive strategies, immediate and long-term plans, and culturally specific partnerships to advance Black student achievement in PPS.
- E. Affirms the phased approach to implementation based on the Center for Black Student Excellence conceptual design and overall plan, starting with Phase 1 focused investments in North and Northeast Portland facilities funded through the general obligation bond referred to the November 3, 2020, ballot, if approved by voters.
- F. Directs the Superintendent to resource and develop a clear roadmap for the design of the Center for Black Student Excellence - an initiative that focuses on a group of community schools by supporting optimal teaching and learning environments and promoting culturally-responsive strategies - and to continue to partner with culturally specific, Black-led and Black-serving community-based organizations to develop these plans.
- G. Requests that the Superintendent provide regular public updates to the Board of Education on the progress made towards the conceptual design and implementation of the Center for Black Student Excellence.

RESOLUTION NO. 6151: 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

Motion to approve Resolution 6151 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 Amy Kohnstamm, Passed.

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

RESOLUTION NO. 6151

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

- After an extensive public process and opportunities for students, parents, and staff to learn about the bond and share their priorities, the Board of Education at its meetings on July 14 and 21, 2020, 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;
- 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;
- PPS schools are in critical need of renovation and upgrade to provide students with modern, safe and accessible schools. 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. Many school buildings and their primary systems are beyond their useful life and out of date.
- 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 invest in classroom modifications, adaptations, and unique equipment for students with disabilities that promote inclusive practices and accessible schools.
- 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.
- 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.
- In 2012, voters approved the first in the series: a \$482 million bond, which funded the modernization of Franklin, Grant, and Roosevelt High Schools, rebuilt Faubion PreK-8 school, and funded other capital projects at 52 other schools, including upgraded science classrooms, new roofs, improved accessibility, and seismic improvements.
- H. 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 address health and safety issues, including reducing exposure to hazardous materials and

improving water quality, improving accessibility, addressing fire safety and improving seismic resiliency.

- I. Many schools are still in need of urgent repair and upgrades to provide students with modern learning environments and 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.
- J. 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.
- K. 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
- L. Driven by Portland Public Schools' core values and vision for its graduates, and informed by community feedback and staff expertise and recommendations, the Board has identified a bond package that includes funds to complete the modernization of Benson Polytechnic High School and build a facility for the Multiple Pathways to Graduation programs, develop and begin implementation of the concept of a Center for Black Student Excellence, including the full modernization of Jefferson High School, , plan and design for additional capacity at Roosevelt High School, and finalize master planning and design of Cleveland High School and Wilson High School.
- M. 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.
- N. 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.
- O. The bond package 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.
- P. The bond package being proposed is a renewal and therefore is not expected to increase tax rates above previous targets.
- Q. Bond projects in this package will be reviewed by the Bond Accountability Committee (BAC) and the regular, independent audits of the bond spending will occur and be reviewed by both the BAC and the PPS Audit Committee.
- R. 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:

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. 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 \$1,208,000 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.

ADOPTED by the Board of Education of Portland Public Schools, Multnomah County School District No. 1J, Multnomah County, Oregon this 28th day of July, 2020.

PORTLAND PUBLIC SCHOOLS

ATTEST:

MULTNOMAH COUNTY, OREGON

By:

By:

Deputy Clerk

Chair, Board of Directors

Attachments:

Exhibit A: Notice of Bond Election & Explanatory Statement

EXHIBIT A

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. Because previous bond rate is scheduled to decline, measure is not expected to increase tax rates.

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

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

Requires citizen accountability and oversight; 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 of 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 were modernized, Faubion PK-8 rebuilt, full plans for Benson's modernization completed; and
- Madison's modernization and rebuilds of Lincoln and Kellogg Middle School are underway.

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

- Replacing plumbing to reduce 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 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

- Provide comprehensive, culturally relevant, and current curriculum materials across core and supplemental subject areas;
- Replace or provide student tablets and laptops to provide equitable access and to support distance and classroom 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 3 smaller 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, and master plan, design, and fund initial focused investments in neighborhood schools and facilities in North and Northeast Portland, toward a community vision of a Center for Black Student Excellence;
- Design and complete pre-construction work to modernize Cleveland and Wilson High Schools, and add capacity to Roosevelt High School; plan/design for additional capacity; and
- Complete Benson Polytechnic High School and construct an alternative 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

An independent group of community members will review quarterly reports and audits of how the bond dollars are being spent to provide accountability to the public until construction is completed.

Submitted by

(Revised - 7/28/20 @ 5:40 pm)

Board Secretary

Special Meeting Minutes

Tuesday, July 28, 2020 5:00 PM

WebEx Virtual Meeting

Attendance:

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

Resolution 6152: Appeal to the Board - Formal Complaint #2020-08

Motion to approve Resolution 6152 to uphold the superintendent's decision of a step 3 appeal complaint #2020-08. This motion, made by Director Andrew Scott and seconded by Rita Moore, Passed.

Director Scott Bailey: Yea, Director Julia Brim-Edwards: Yea, Director Michelle DePass: Yea, Amy Kohnstamm: Yea, Director Eilidh Lowery: Yea, Rita Moore: Yea, Director Andrew Scott: Yea

Yea: 7, Nay: 0

RESOLUTION No. 6152

Resolution to Uphold the Superintendent's Decision on a Step 3 Appeal - Complaint No. 2020-08

RECITALS

The Board of Education has received and reviewed Complaint # 2020-08 submitted and the Superintendent's response to it.

RESOLUTION

The Board of Education uphold the Superintendent's decision of the Step 3 appeal as the final decision.

Motion to approve Resolution 6152 to uphold the superintendent's decision of a step 3 appeal complaint #2020-08. This motion, made by Director Andrew Scott and seconded by Rita Moore, Passed.

Director Scott Bailey: Yea, Director Julia Brim-Edwards: Yea, Director Michelle DePass: Yea, Amy Kohnstamm: Yea, Director Eilidh Lowery: Yea, Rita Moore: Yea, Director Andrew Scott: Yea

Yea: 7, Nay: 0

Board Secretary

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

RESOLUTION NO. 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

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 the resolution as proposed and posted prior to the meeting. 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)

RESOLUTION NO. 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

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

Exhibits A: Notice of Bond Election

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 design 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 of 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.

Exhibit B: Explanatory Statement

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; plan and design for additional capacity, including at Roosevelt High School; 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.

Submitted by

Kara Braelshaw

Board Secretary

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 RESOLUTION

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.

RESOLUTION No. 6159

INTERGOVERNMENTAL AGREEMENT FOR STUDENT TRANSIT PASS PROGRAM BETWEEN 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 9th through 12th 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™ 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 may not:
 - 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™ 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™ Fare Card, PPS shall obtain the student’s written agreement (Student Agreement Form) to the Terms of Service and Privacy Policy located at myhopcard.com 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 1st, 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.

7. 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™ Fare Card at card readers prior to each boarding.
8. 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™ school term pass issued pursuant to this Agreement, TriMet shall only recognize a PPS-issued, high school Youth Hop Fastpass™ 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

1. 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™ 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™ 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 June 30, 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 1st 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™ 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.
2. PPS issued Youth Hop Fastpass™ Fare Cards are valid only on TriMet buses, MAX, and WES 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.

D. 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:
 - a. 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
 - b. 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 ARTICLE II, Paragraph (D) Program Managers. 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 Agreement

shall 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.

**SCHOOL DISTRICT NO. 1J, MULTNOMAH
COUNTY, OREGON**

**TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON
(TRIMET)**

By: _____

By: _____

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: _____

By: _____

Legal Counsel

TriMet Legal Counsel



PORTLAND PUBLIC SCHOOLS OFFICE OF THE SUPERINTENDENT

501 North Dixon Street / Portland, OR 97227

Telephone: (503) 916-3380

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

Date: August 3, 2020

To: Board of Education

From: Courtney Westling, Director of Government Relations
Mary Kane, Senior Legal Counsel

Subject: TriMet Student Passes for '20-21 School Year

BACKGROUND

Since 2009, PPS has had an agreement with TriMet to provide student transit passes to the district's high school students in lieu of traditional yellow bus service.

Historically, PPS has carried a \$2.9M contract with TriMet, of which the district has been responsible for \$1,933,333. With COVID-19, virtual learning, and the requisite uncertainty, TriMet has agree to some flexibility for the program for the 2020-2021 academic year.

ANALYSIS OF SITUATION

With in-class instruction less than 50% for at least the first quarter of the school year, PPS will participate in a pay-by-tap program effective September 1, 2020. The district will make an initial deposit of \$966,666, which will cover taps incurred by PPS students through the 2020-2021 academic year. Taps will be charged at \$1.25 per tap accounting toward the \$966,666 deposit. TriMet will calculate taps each academic quarter. At the end of the final academic quarter, if actual tap usage exceeds \$966,666, TriMet will invoice PPS for additional taps at \$1.25 per tap.

If, during the course of the academic year, in-person instruction resumes at or above 50% of normal in-school instruction, the original student pass contract terms will be reinstated prorated for the second, third, and/or fourth quarter(s) at \$483,333 per qualifying quarter (total original contract cost of \$1,933,333 divided by four quarters).

In addition to the \$966,666 deposit, PPS will pay TriMet \$12,750 for 15,000 transit cards for distribution to students during registration.

RELATED POLICIES/BEST PRACTICES

We believe that renewing the IGA provides consistency and will prevent any delays when we are able to open schools to students again. It also provides necessary support to students who continue to rely on schools for nutrition and other services.

FISCAL IMPACT

The total cost of the TriMet Youth Pass program is \$2.9 million annually, with PPS historically paying \$1,933,333 and TriMet “in-kinding” the additional \$966,666. PPS has a waiver with the Oregon Department of Education that allows the district to purchase transit passes rather than yellow bus services at a 70% district reimbursement. Last year, for example, the reimbursement to PPS was approximately \$1,353,333.

For the 2020-21 school year, PPS will be responsible for \$966,666, a 50% discount from the usual payment to reflect the uncertainty of in-person school due to the pandemic. The state reimbursement is estimated to be \$676,666.

COMMUNITY ENGAGEMENT

This spring, TriMet proposed a change to the type of card students used for transit. Rather than embed the HOP pass in student ID cards, they wondered if PPS would be open to using "non-personalized HOP cards" (a separate card than their student ID that they could keep year after year).

After outreach to the District Student Council, it was clear that students preferred having just one card that combined the HOP pass with their student ID card.

Other than that, because this is an annual renewal, there was no additional student outreach.

TIMELINE FOR IMPLEMENTATION / EVALUATION

The transit passes are valid from September 1, 2020 through June 30, 2021.

STAFF RECOMMENDATION

Staff recommends board approval of this IGA.

ATTACHMENTS

- Intergovernmental Agreement

August 11, 2020

RESOLUTION No. 6160

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

RECITAL

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
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

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

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

August 11, 2020

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
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AMENDMENTS TO EXISTING CONTRACTS

Contractor	Contract Amendment Term	Contract Type	Description of Services	Amendment Amount,	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

- A. 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."
- B. 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 principal amount of bonds in the measure is correctly stated as \$1,208,000,000.



Relmaging Education During the Pandemic



**PORTLAND
PUBLIC
SCHOOLS**

Brenda Martinek, Chief of Student Support Services

Luis Valentino, Chief Academic Officer

Dani Ledezma, Senior Advisor, Racial Equity & Social Justice

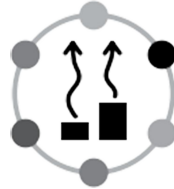
Shawn Bird, Chief of Schools

James Loveland, Senior Director, Student Success and Health

Kevin Crotchett, Director, OTIS Learning Tech

Emily Glasgow, Director of Early Learning

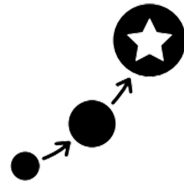
Comprehensive Distance Learning Guiding Principles



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





OREGON
DEPARTMENT OF
EDUCATION

ODE Blueprint

Submission Date: 8/14/2020

Tonight's focus:

- Academic Conditions for Comprehensive Distance Learning
- Digital Learning Needs for Comprehensive Distance Learning
- Racial Equity and Access
- Student and Family Support for Comprehensive Distance Learning



OPERATIONAL BLUEPRINT FOR REENTRY



1. PUBLIC HEALTH
PROTOCOLS



2. FACILITIES AND
SCHOOL
OPERATIONS



3. RESPONSE TO
OUTBREAK

5. INSTRUCTION



4. EQUITY

6. FAMILY,
COMMUNITY,
ENGAGEMENT



7. MENTAL, SOCIAL,
AND EMOTIONAL
HEALTH

8. STAFFING AND
PERSONNEL



Comprehensive Distance Learning Premise

- All students will receive an engaging, comprehensive, and rigorous academic experience every day of the week
- The learning day will be organized so that the time educators spend directly interacting with students will be high quality, focused on meaningful learning activities
- Families will receive focused supports and training for digital learning tools
- Comprehensive Distance Learning will include:
 - Centrally & teacher-designed lessons
 - Integrated district-wide support services



Incoming Kinder Experience

- **Supporting Kinder Families:**
 - Online registration
 - Devices (if needed) & physical material backpacks
 - Community “meet & greets”
 - Orientation to virtual platforms
 - Family-teacher connections
- **Supporting Kinder Students:**
 - [Early Learner Core Values](#)
 - Soft Start: building community
 - Small group instruction
- **Supporting Kinder Teachers/EAs:**
 - Kinder-specific PD on developmentally -appropriate practices in digital learning

Early Learners thrive...

In dynamic, joyful, safe, and predictable spaces that embrace:



In connected and supportive communities of family, friends, and educators.

When social-emotional teaching and learning are explicitly and authentically integrated and modeled throughout the day--fostering self- and community-care and positive relationship-building.

When provided meaningful learning experiences that promote development in:



– all in the context of real-life applications.

In learning environments in which their linguistic, cultural, racial, and self-identities are seen, heard, and affirmed--and in which they are engaged in authentic experiences with a wide range of languages, cultures, races, and identities.

When educators demonstrate cultural humility and partner with families to understand the home assets, values, cultures, and experiences that shape their children's approaches to learning.

When educators understand and embrace neuro diverse learning systems and disability, see each child's best self, honor each learner where they are, collaborate to support development, and provide multiple access points to allow all students to engage in meaningful learning.



Early Learners: In PPS, the term **Early Learners** includes students in preschool (age 3) through the entry to 3rd grade.

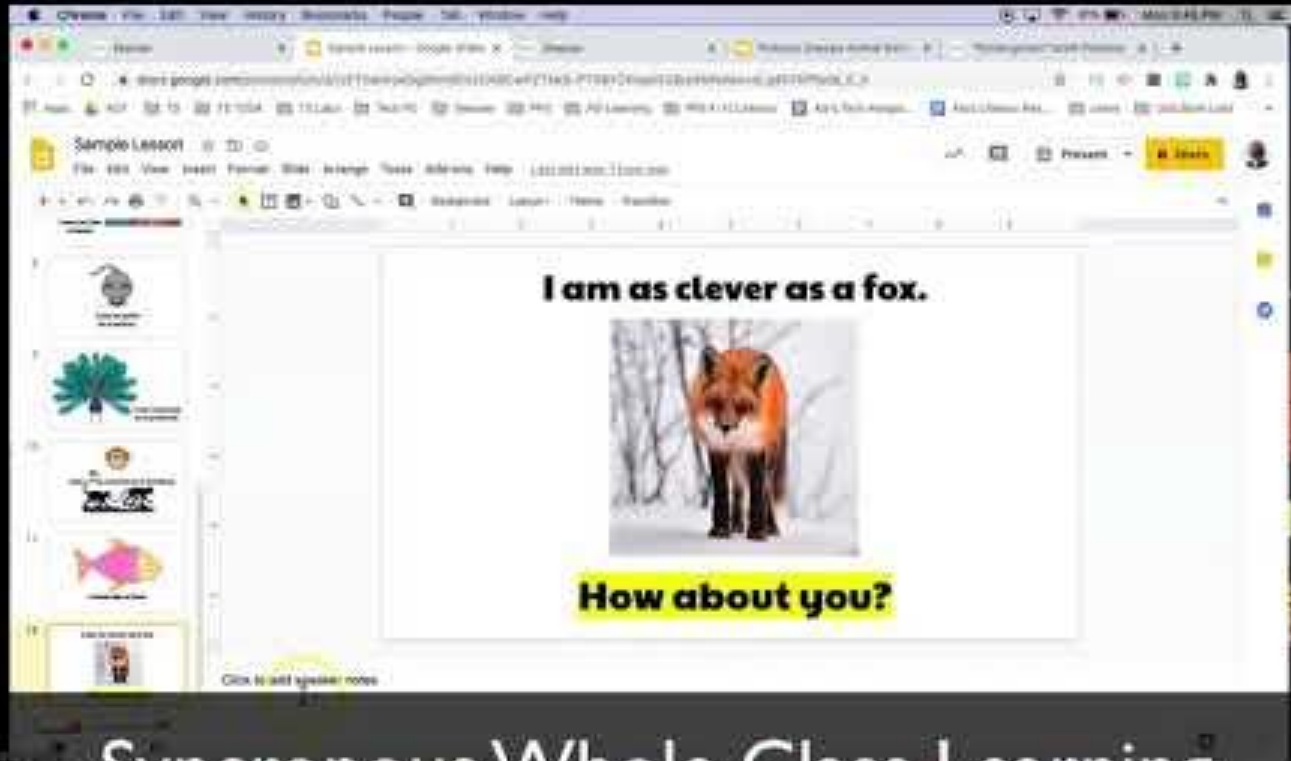
Visualizing the Seesaw and Canvas Experience

With special thanks to

**Alexandra Fagan, TechSmart Coach and Teacher
Chris Bartlo, Math/Computer Science, Wilson High School**



Seesaw, Similes, and Kindergarten



SEESAW

Synchronous Whole Class Learning

Canvas in a High School Classroom

The screenshot displays the Canvas LMS interface. On the left is a dark sidebar with navigation icons for Home, Modules, Collaborations, Grades, Tools, News, Forums, and Google Drive. The main content area shows a course page titled "The Enigma Machine". The page includes a title, a description, and two references (Ref 1 and Ref 2) with associated images. A video feed in the bottom right corner shows a man with a beard and headphones, identified as Mr. Bartlo. A purple banner at the bottom of the screen contains the text: "You are currently logged into Student View" and "Starting this session will give all users full access to this content, allowing you to share the content with your class." The browser's address bar shows a URL starting with "https://canvas.lps.edu/".

Please [link to view](#) the unclipped video from Mr. Bartlo.



Schedule Considerations

- Guiding Principle: Center the needs of our Black and Native American students
- Small-groups of instruction work groups worked on schedules for Elementary, Middle, and High Schools
- Prioritize engagement and provide opportunities for in-person and applied learning for students
- Ensure there are opportunities for small group instruction
- Ensure students have time to pick up food at nutrition hubs
- Provide opportunities for educators to collaborate, plan, and give students feedback on their work





Sample Day - First Grade Student

8:45AM - 9:30AM

- Prepare for day
- Classroom Meeting

9:30AM - 11:00AM

- Language Arts & Social Studies
 - Mini-lesson
 - Small group lesson
 - Independent work

LUNCH & RECESS

11:45AM - 12:15PM

- Math
 - Independent work

12:15PM - 1:00PM

- Specials (e.g. Art, PE, Music, Library)

1:00PM - 1:20PM

RECESS

1:20PM - 2:05PM

- Math Intervention/Enrichment
 - Small group lesson
 - Independent work

2:10PM - 2:40PM

- Science or Health

**Actual times will vary based on school schedule*





Sample Day - Eighth Grade Student

8:30AM - 9:30AM

- **Prepare for day**
- **Access Nutrition Services**

9:30AM - 10:15 AM

Period 1 (whole class, small group)

10:30AM - 11:15AM

Period 2 (whole class, small group)

11:30AM - 12:15PM

Period 3 (whole class, small group)

1:00PM - 2:30 PM

Applied Learning

2:30PM - 3:15PM

Advisory or Small Group

3:15PM - 4:00PM

Applied Learning

Lunch & Movement





RESJ Strategies and Partners

★ Five Culturally Specific Strategies

1: Culturally Specific Family Engagement	PK, K-5
2: Wrap Around Services	High School
3: Mentoring and Leadership Development	Middle School
4: Extended Learning and Enrichment	Middle School
5: Positive Cultural Identity Development	Middle School

★ Sixteen Culturally Specific Partners serving prioritized CSI, TSI and Title Schools





Mental Health and Wellness Supports

- SIA funding of new counselors and social workers
- Tier I SEL lessons K-12: a partnership between Multi-Tiered Systems of Support and Student Success & Health
- Tier II small group supports provided by school staff and culturally responsive partners
- Tier III Mental Health and Substance Use partnerships and contracts will continue to expand with a focus on increasing partnerships with BIPOC providers.
- Enhanced crisis recovery / grief supports
- Adi's Act - suicide prevention policy will be presented to the Board this Fall and will include district-wide suicide prevention training for all staff





Next update will focus on:

- A virtual look at the First Day of school
- Continued community engagement & collaboration efforts
- Update on rolling distribution of technology devices
- Emerging menu of student & family supports, including third party child care options
- This school year's plan for athletics



For updates, please see PPS Reentry Resources:

- pps.net/fall2020
- pps.net/coronavirus
- [Feedback form](#)

