



# 2012-2013 Agenda

## Regular Meeting August 20, 2012



**BOARD OF EDUCATION**

Portland Public Schools  
Regular Meeting  
August 20, 2012

**Board Auditorium**

Blanchard Education Service Center  
501 North Dixon Street  
Portland, Oregon 97227

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

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

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

*Background materials for this meeting may be found on the Board's website under "Public Notices".*

**AGENDA**

1. **TRI-MET YOUTH PASS** – (action item) 6:00 pm
2. **MEMORANDUM OF UNDERSTANDING WITH CONCORDIA** 6:20 pm
3. **REFERRAL OF BALLOT MEASURE** – (action item) 6:35 pm
4. **SUPERINTENDENT'S REPORT** 7:35 pm
5. **STUDENT TESTIMONY** 7:55 pm
6. **CITIZEN COMMENT** 8:10 pm
7. **BOARD PRIORITIES FOR 2012-2013** – (action item) 8:30 pm
8. **2012-2013 AUDIT TOPICS** – (action item) 8:35 pm
9. **PORTLAND FEDERATION OF SCHOOL PROFESSIONALS** 8:40 pm
10. **UPDATE: ENROLLMENT BALANCING** 8:50 pm
11. **ROSA PARKS REAL ESTATE TRANSACTION** 9:00 pm
12. **BUSINESS AGENDA** 9:15 pm
13. **REMAINING CITIZEN COMMENT** 9:20 pm
14. **ADJOURN** 9:50 pm

Upcoming Board Meetings:

September 10, 2012, 6:00pm: Board Study Session

September 24, 2012, 6:00pm: Regular Board Meeting

All meetings will be held in the Board Auditorium at the Blanchard Education Service Center.

**Portland Public Schools Nondiscrimination Statement**

Portland Public Schools recognizes the diversity and worth of all individuals and groups and their roles in society. All individuals and groups shall be treated with fairness in all activities, programs and operations, without regard to age, color, creed, disability, marital status, national origin, race, religion, sex, or sexual orientation.

Board of Education Policy 1.80.020-P



# PORTLAND PUBLIC SCHOOLS

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## **SUPERINTENDENT'S RECOMMENDATION TO THE BOARD AND STAFF REPORT**

### ***INTERGOVERNMENTAL AGREEMENT FOR THE TRIMET YOUTHPASS PROGRAM***

**Board Meeting Date:** August 20, 2012      **Staff Lead:** Teri Brady, Interim Director of Student Transportation  
(Through Tony Magliano, Interim Deputy COO)

**Department:** Student Transportation      **Executive Committee Lead:** C.J. Sylvester, COO

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#### **I. ISSUE STATEMENT**

Portland Public Schools ("PPS") seeks to enter into an Intergovernmental Agreement ("IGA") for a student transit pass program commonly referred to as YouthPass with the City of Portland and TriMet for the period of September 1, 2012 and through June 20, 2013.

#### **II. BACKGROUND**

In 2008, in an effort led by the Multnomah Youth Commission, PPS entered into an IGA with TriMet and the City of Portland to utilize Business Energy Tax Credits ("BETC") as a funding source to establish fareless public transportation for all high school and Education Options students. This program began with a successful pilot project in the 2008-09 school year and was fully expanded to all students in grades 9-12 beginning in fall 2009.

Prior to the start of the YouthPass program in 2008, only two groups of PPS high school students qualified for a non-subsidized, district-provided TriMet pass:

- Those who qualified under No Child Left Behind, and
- Those who attended their neighborhood high school, were eligible for Free and Reduced Lunch, and lived beyond 1.5 miles from school.

At that time, the district allocated \$240,000 from the General Fund to provide non-subsidized passes to these students.

Over the past 4 years, the PPS YouthPass program has provided great value to students and the community. In a spring 2011 survey, over 90% of student respondents reported utilizing TriMet through the YouthPass program. Those same students averaged 57 trips per week. The District recognized the program reduces pollution and congestion in and around schools, and TriMet has



recognized how the program shapes ridership patterns for the next generation of mass transit users.

In spring 2011, the Oregon State Legislature eliminated a portion of the BETC program that had provided PPS with approximately \$2.55 million in funding for the student TriMet passes. This elimination threatened the ability of PPS HS students to access educational opportunities across the city.

Over the last several months, the City, TriMet and the District have worked creatively to find the funding necessary to keep the YouthPass program alive for another year. The hard work is solidified in the attached IGA. However, alternative funding to sustain this great program beyond the 2012-13 school year has not been identified.

### **III. RELATED POLICIES/BEST PRACTICES**

PPS has an Oregon Department of Education (ODE) waiver from ORS 327.043(2). This waiver allows the district to provide school bus transportation to only those students who do not have a TriMet stop within 1 mile of their residence and/or students with transportation as a related service in their Individual Education Plan (IEP).

### **IV. FISCAL IMPACT**

Certain transportation costs are eligible for 70% reimbursement including the YouthPass program.

The full cost of providing passes to roughly 13,000 high school and Education Options students is approximately \$2.9 million per year. The proposed IGA divides the cost of the YouthPass program between the District, TriMet and the City. The City will pay a total of \$200,000 for its share of the Program Cost. TriMet will forego \$1,750,000 in revenue from expected pass sales. PPS will fund the remaining \$950,000, of which \$665,000 is reimbursable by ODE netting a total program cost of \$285,000.

The PPS Transportation General Fund budget allocation for the YouthPass is \$950,000 for the 2012-13 school year.

### **V. COMMUNITY ENGAGEMENT**

PPS Administration continues to work with partners at the City of Portland, Multnomah Youth Commission, TriMet and state legislative stakeholders to identify a sustainable alternative to the program. The proposed IGA directs the City, TriMet and the District to establish a workgroup in the first quarter of 2013. The efforts and focus of this workgroup will include the following:

- (a) Conduct an informal review of Program performance and outcomes, including but not limited to;
  - a. Student attendance / high school graduation rates
  - b. Student access to the community & employment opportunities
  - c. Environmental benefits
- (b) Agree on a methodology to conduct a qualitative and quantitative analysis of the public investment in the Program.
- (c) Seek and develop sustainable funding sources for future extensions of the Student Transit Pass program; and
- (d) Work with the State of Oregon to address regional fairness with respect to school transportation funding.

## **VI. BOARD OPTIONS**

- A. Adopt the IGA between the City of Portland, TriMet, and the District, approved by General Counsel for the District, setting forth the fareless public transportation student pass program for District students in the 9<sup>th</sup> through 12<sup>th</sup> grades at all District high schools and Education Options programs for the project period September 1, 2012 through June 20, 2013.
- B. Do Not Adopt the IGA – Make no change to PPS Transportation General Fund budget. The \$950,000 currently in the budget would allow passes to be purchased for approximately 3160 of the 6600 students eligible under state guidelines. (HS students who live beyond 1.5 miles from their school of attendance)

## **VII. STAFF RECOMMENDATION**

Option A – Adopt the IGA between the City of Portland, TriMet, and the District. This option will provide passes for approximately 13,000 students for the entire school year and allows the greatest value for our dollars and our students.

## **VIII. TIMELINE FOR IMPLEMENTATION/EVALUATION**

If adopted, passes will be available for students for the beginning of the 2012-13 school year and valid through June 2013.

If an alternative funding source for the TriMet YouthPass Program cannot be identified for FY 13-14, PPS families will need to be notified of alternate plan(s) for the 2013-14 school year no later than the January 22, 2013 School Board meeting. This will allow students to enter the school choice transfer cycle if the loss of transportation would affect their ability to get to school. The High School application window occurs in February 2013.

**I have reviewed this staff report and concur with the recommendation.**



8/15/12

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**Carole Smith**  
**Superintendent**  
**Portland Public Schools**

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**Date**

**ATTACHMENT**

- A. Intergovernmental Agreement For Student Transit Pass Program

**INTERGOVERNMENTAL AGREEMENT FOR STUDENT TRANSIT PASS  
PROGRAM  
AMONG THE CITY OF PORTLAND,  
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON, AND THE  
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF  
OREGON**

This Intergovernmental Agreement for a Student Transit Pass Program commonly referred to as YouthPASS (hereinafter "Agreement") is entered into by and among the City of Portland, a municipal corporation, acting by and through its City Council (hereinafter "City"), Multnomah County School District 1J, School District No. 1J, Multnomah County, Oregon aka Portland Public Schools (hereinafter "PPS"), and the Tri-County Metropolitan Transportation District of Oregon, a mass transit district organized under the laws of the state of Oregon (hereinafter "TriMet"), (all jointly referred to herein as "the Parties").

**RECITALS**

- A. The Parties previously entered into student transit pass project(s) 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 student transit passes provide to PPS high school students, the Parties have worked together to designate replacement funding for a Student Transit Pass project in an environment of extremely tight budgets.
- C. The Parties desire to implement a new Student Transit Pass project under revised funding terms that would provide free transportation on regular TriMet service routes and Portland Streetcar to 9<sup>th</sup> through 12<sup>th</sup> grade students enrolled at PPS High Schools including designated programs within the Education Options Department (hereinafter "Schools") for the fall and spring terms during the period of September 1, 2012 through June 20, 2013 (hereinafter "Program").
- D. The Parties desire to set forth their agreements as to their respective roles and responsibilities for implementation of the Program.

Now, therefore, the premises being in general as stated in the foregoing recitals, it is agreed by and between the Parties hereto as follows:

**AGREEMENT**

**ARTICLE I - TOTAL PROGRAM COSTS**

For purposes of this Program, the Total Program Cost for the fall term (September 1, 2012 through December 31, 2012) and the spring term (January 1, 2013 through June 20, 2013) during the period of September 1, 2012 through June 20, 2013 is \$2.9 Million based on revenue that TriMet estimates it would receive for the 2012-2013 school year if the Student Pass Program were not in place. The Program will be funded through a combination of contributions from TriMet, PPS and the City as set forth in this Agreement.

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

### **A. City Shall:**

1. Assign a Program Manager for City's work under this Agreement who will serve as City's Program contact.
2. Attend meetings and distribute action items to the parties for follow-up.
3. Work with the partners to research and seek out additional regional, state and federal sources for long-term funding for extension of the Program.
4. Pay TriMet a total of \$200,000 for its share of the Total Program Cost. City shall make payment to TriMet within thirty (30) days after receipt of invoice from TriMet. City's obligation to pay TriMet \$200,000 shall survive termination or expiration of this Agreement.
5. Authorize free travel on all regular Portland Streetcar service routes for students enrolled at Schools, for the fall and spring terms during the period of September 1, 2012 through June 20, 2013. City shall recognize a TriMet Youth monthly pass issued pursuant to this Agreement, and a PPS-issued, high-school student, photo ID card with embedded TriMet fare media design or affixed with a TriMet issued sticker, as valid proof of fare payment on City's Portland Streetcar for such time period. Photo ID cards are non-transferrable and may be used as proof of payment on Portland Streetcar only by the individual whose name and photo appear on the front of the card.
6. Work with the partners to coordinate distribution of TriMet developed safety materials, "How to Ride" materials and the TriMet Code of Conduct Guidelines to each student, at badge or sticker distribution events.

### **B. PPS Shall:**

1. Assign a Program Manager for PPS's work under this Agreement who will serve as the PPS Program contact.
2. PPS will produce a student photo ID card with embedded TriMet fare media design or affixed with TriMet issued fare sticker which shall be distributed to each participating student. PPS shall pay the costs of producing the photo ID cards, including production costs of stickers. Prior to distribution of photo IDs or 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 cards or TriMet passes (see Article II (D)(3)) below. PPS will provide to Schools written procedures and recording forms for tracking sticker serial numbers.

3. Provide TriMet with a written procedure for distribution and tracking of TriMet monthly 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.
4. Pay TriMet a total of \$950,000 for its share of the Total Program Cost. PPS shall make payment to TriMet within thirty (30) days of receipt of invoice from TriMet. PPS's obligation to pay TriMet \$950,000 shall survive termination or expiration of this Agreement.
5. Work with Schools to develop and implement reasonable strategies to reduce crowding on TriMet transit vehicles. Such strategies must be cost-neutral to PPS and not negatively impact student achievement.
6. Develop an "opt-out" notification form to students and families that will include the TriMet developed "Code of Conduct" 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 their photo ID as proof of fare payment and use of the TriMet transit system is subject to TriMet Code regulations.
7. Distribute the TriMet developed "How to Ride" materials and the TriMet Code of Conduct guidelines to each student.
8. Make every effort to provide school start times for participating schools to TriMet for transit service planning purposes.

**C. TriMet Shall:**

1. Assign a Program Manager for TriMet's work under this Agreement who will serve as TriMet's Program contact.
2. Authorize free all-zone travel on regular TriMet service routes for students enrolled at participating Schools, for the fall and spring terms during the period of September 1, 2012 through June 20, 2013. In addition to a TriMet Youth monthly pass issued pursuant to this Agreement, TriMet shall recognize a PPS-issued, high-school student, photo ID card with embedded TriMet fare media design or affixed TriMet issued sticker 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 individual whose name and photo appears on the front of the card.



3. Design stickers to be affixed to the student photo ID cards, and deliver stickers to PPS. PPS will pay the cost of sticker production.
4. Develop “How to Ride” materials for the Program and deliver them to PPS with TriMet Code of Conduct guidelines materials.

**D. 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 as between City and 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 with embedded TriMet fare media design or affixed TriMet issued sticker. If at any time a participating school does not issue student photo IDs, the school will issue each student a TriMet monthly Youth pass. To be eligible to receive a TriMet monthly Youth pass, the student must show photo identification and any Youth pass issued for the previous month.
4. The Parties agree that after expiration of the Program any future student transit pass program would be subject to agreement by all of the Parties to the terms and conditions of a future student transit pass program through a subsequent Intergovernmental Agreement.
5. The Parties agree to include additional funding for the student transit pass programs on their respective agendas for the 2013 session of the Oregon Legislature.

**E. Special Agreements of the Parties**

1. The Parties agree to cooperatively work together to identify ways to decrease the Program’s impacts on their respective budgets.
2. The Parties agree to cooperatively establish a working group in the first quarter of calendar 2013 that will:
  - (a) Conduct an informal review of Program performance and outcomes, including but not limited to;
    - a. Student attendance / high school graduation rates
    - b. Student access to the community & employment opportunities

- c. Environmental benefits
- (b) Agree on a methodology to conduct a qualitative and quantitative analysis of the public investment in the Program.
- (c) Seek and develop sustainable funding sources for future extensions of the Student Transit Pass program; and
- (d) Work with the State of Oregon to address regional fairness with respect to school transportation funding.

3. The Parties agree that the funding for any extension of the Student Transit Pass Program beyond the term of this Agreement (which includes the automatic extension provision in Article III(R)), shall be borne equally by the Parties unless substitute funding is identified.

**F. Program Managers**

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

Tom Strader  
Senior Fare Policy Analyst  
TriMet  
4012 S.E. 17<sup>th</sup> Avenue  
Portland OR 97232  
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' and City's Program Managers.

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

Samir Raad, Youth Strategies Coordinator  
Office of the Mayor  
City of Portland  
1221 S.W. 4<sup>th</sup> Avenue, Suite 340  
Portland, OR 97076  
Telephone:(503) 823-2855  
Facsimile: (503) 823 -3588

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

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

Teri Brady, Interim Transportation Director  
Portland Public Schools  
Portland, OR 97123  
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 and City's Program Managers.

## **ARTICLE II I- 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**

Within the provisions and limits of liability set forth in the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the Parties shall indemnify and defend the others and their 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.

### **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 is 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 (F) 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, 2012 through December 31, 2012, and shall automatically renew for a subsequent term of January 1, 2013 through June 20, 2013, unless otherwise terminated by agreement of the Parties or in accordance with the provisions herein or by operation of law. Except for the automatic renewal term of January 1, 2013 through June 20, 2013 specified in this Paragraph R, no other renewal periods are permitted under this Agreement.



The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

**CITY OF PORTLAND**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

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

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
TriMet Legal Department

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

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Legal Counsel



# PORTLAND PUBLIC SCHOOLS

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## INFORMATIONAL REPORT TO THE BOARD

### *MOU WITH CONCORDIA UNIVERSITY FOR JOINT DEVELOPMENT AND USE OF FAUBION K8 SCHOOL*

**Board Meeting Date:** August 20, 2012

**Executive Committee Lead:** C. J. Sylvester, COO.

**Department:** Planning and Asset Management

**Staff Lead:** Bob Alexander, Program Director  
(through Tony Magliano, Interim Deputy COO)

#### I. ISSUE STATEMENT

Concordia University ("Concordia") and Portland Public Schools ("District") are interested in entering into a Memorandum of Understanding (MOU) for the joint development of a new Faubion Pre-K8 School as part of the District proposed capital building program. A new Faubion School could provide wrap-around services including a health clinic, family resource center, and early childhood education opportunities in support of students and their families fostering greater student success. The potential for this collaborative effort is the creation of a model modern learning environment that is the center of the community and an example for other public schools across the state and nation.

#### II. BACKGROUND

Concordia and the District have long worked in partnership to provide the resources of Concordia's Student Service Corps to Faubion students. This partnership has enhanced the academic success of Faubion students and allowed Concordia student volunteers an opportunity for in-classroom experience. Up to 100 Concordia students each semester assist in areas from art curriculum to health and safety, physical education activities, SUN School and SMART reading program.

The benefits of this partnership have extended to the shared use of facilities between the two institutions. For many years Concordia has used, enhanced and maintained Faubion School's athletic field and Faubion School has used Concordia's new library and athletic facility.

The 1950 Faubion School building has a poorly organized layout and does not provide classroom, gym, or cafeteria spaces adequate to meet the District's program requirements for a K8 school. Nor does the school have room to house needed student or community services and neighborhood uses.

The growth in Concordia's enrollment and success of its program offerings has spurred significant expansion of Concordia's campus in recent years. Concordia has identified the need to house its College of Education including faculty offices, conference rooms and classrooms in a single facility.

While Faubion and Concordia campuses are adjacent, they are not currently connected in a way to provide synergistic use of both sites.

### III. RELATED POLICIES/BEST PRACTICES

Similar to the agreement adopted for the development of Rosa Parks, this MOU highlights another potential way the District is leveraging scarce resources to build a quality school environment. The recommendations and guiding principles of the District's recently adopted Long Range Facility Plan (LRFP) encourages developing partnerships to leverage public resources to maximize efficiency, economies of scale and innovation. The LRFP also encourages the development of school facilities that support enhanced community uses and can accommodate a greater degree of wrap-around social services.

### IV. FISCAL IMPACT

The partnership implemented through this MOU allows for collaborative planning, design and development of an educational facility that enhances the educational environment for students at both institutions and optimizes savings through the use of shared resources.

The MOU anticipates the District's contribution for a new Faubion School facility to be \$27.5 million. Concordia's projected contribution to the project is anticipated to be \$7.5 to \$15 million.

### V. COMMUNITY ENGAGEMENT

The attached MOU builds upon the existing partnership between the two institutions as well as the strengths of each institution to propose a transformative Pre-K8 model for education. The master planning process described in the MOU will involve Concordia and District stakeholders as well as the surrounding neighborhood and business communities. This partnership has been discussed in testimony before the Board during adoption of the Long Range Facility Plan process as well as the Bond Development Committee.

### VI. BOARD OPTIONS

This staff report is meant to inform the Board of development of the MOU by District and Concordia staff. The final version of the MOU will be brought before the Board for approval in September. At that time, the Board has the option to accept or reject the MOU. If accepted, it would leverage potential bond dollars to



construct the proposed, expanded Faubion School facility. In the alternative, if the bond is successful but the Board chose not to enter into the MOU it could still proceed with construction of a school but of a smaller size and fewer community or auxiliary uses.

**VII. STAFF RECOMMENDATION**

The purpose of this report is to inform and prepare the Board for action on a final version of the MOU between the District and Concordia in September. No action is recommended at this time, but discussion is encouraged.

**VIII. TIMELINE FOR IMPLEMENTATION/EVALUATION**

The MOU will come before the Board for consideration in September. Upon adoption of the MOU, Concordia and the District will begin the scope of work identified in MOU as soon as possible after a voter approval of District capital building program. Master planning is anticipated to be a 12 month effort. Capital partnership development would be completed within three to five years. Construction of a fully modernized Faubion School site that implements the programming of the master plan would begin two to four years after completion of the master plan process.

**ATTACHMENTS**

- A. Draft Memorandum of Understanding between Portland Public Schools and Concordia University
- B. Aerial Map showing the existing Concordia/Faubion Site



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN PORTLAND PUBLIC SCHOOLS**  
**AND**  
**CONCORDIA UNIVERSITY**

This Memorandum of Understanding (MOU) is made and entered into on \_\_\_\_\_, 2012 by and between Portland Public School District No. 1J, Multnomah County, Oregon ("District"), and Concordia University ("Concordia") for joint development and use of Faubion K8 School and its site ("Faubion").

**Recitals**

The District's goal is that by the end of elementary, middle and high school, every student by name will meet or exceed academic standards and will be fully prepared to make productive life decisions. The goal of the District's Strategic Framework is every student succeeds regardless of race or class. This Framework is supported through the essential elements of effective educators, equitable access to rigorous, relevant programs, support for individual student needs and collaboration with families and communities. One foundation of this support includes modernized infrastructure.

Concordia is a Christian University preparing leaders for the transformation of society. Concordia is a provider of quality higher education and offers a teacher training program that leads to certification. The University's College of Education offers undergraduate and graduate degrees in Education. The University's College of Health and Human Services offers degrees in nursing, health care administration, exercise and sport science, and social work.

Concordia owns property located at 2811 NE Holman Street in Portland, Oregon, commonly known as the Concordia University main campus. There is a need for expanded facilities to accommodate growth, specifically in Education, as well as opportunities to provide a unique experience for a contiguous Pre-K8 school and its families and both university and Pre-K8 students.

The District owns adjacent property located at 3039 NE Rosa Parks Way in Portland, Oregon, commonly known as Faubion K8 School. The District has provided elementary and K8 education at Faubion since the school was constructed in 1950. There is a need to remedy the physical condition of the school, with inadequate classroom, gym and cafeteria space. It is poorly laid out, has difficult public access and does not have room to house needed student or community services. Faubion is a Title I school with nearly 80% of Faubion students qualifying for "free or reduced lunch". It's among the most ethnically diverse schools in the District and academic performance, while improving, does not meet benchmarks in several key areas.



Concordia and Faubion collaborate on a variety of educational programs at Faubion that benefit students from both institutions. These programs enhance the educational offerings of Faubion, and provide valuable training to Concordia's students and prospective teachers. Up to 100 Concordia students are involved with Faubion each semester. Some of these key programs include:

- Concordia's Student Service Corps, particularly the Teacher Corps and Athlete Corps programs, encourage the academic success of Faubion students through positive relationship building, tutoring and development of life skills to enable young students to succeed in the classroom and beyond. Concordia student volunteers support areas of student learning from art curriculum to health and safety education, including critical one-on-one literacy coaching in the early grades;
- Nursing students in Concordia's Health Corps work to support the services provided by the school nurse and by teaching hygiene classes;
- "Concordia in the classroom" in which students pursuing an education degree assist with physical education activities and lead art classwork at Faubion and with Faubion students on the campus of Concordia;
- "SUN School" in which students from Concordia work with Faubion students during the after school program;
- Involvement of Concordia's Athlete Corps in the development of structured recess that encourages responsibility, teamwork and respect which has dramatically reduced recess referral for inattentive and disruptive behavior; and
- "SMART reading program" in which volunteers read with primary students.

There is consensus between the District and Concordia that wrap-around services including health clinic, family resource center and early childhood education opportunities support students and their families and thereby support student success. In addition there is need for services in the Cully-Concordia neighborhood where these properties are located. The District and Concordia played a role in the development of the Cully-Concordia Early Childhood Needs Assessment and Cully-Concordia Action Plan that identified these community needs.

The adjacency of the Faubion and Concordia campuses and the proven benefits of the existing relationship have fostered the desire for an education facility that would link the two campuses ("Project"). Co-located facilities and expanded community resources would improve the learning environment and success for Faubion students and enhance the professional development and community engagement opportunities for Concordia students. The potential for this collaborative effort is the creation of a model modern

learning environment that is the center of the community and an example for other public schools across our state and nation.

Concordia has been in a campus expansion mode in recent years, responding to its increasing enrollment and expanded course offerings. Recent campus development at Concordia has resulted in a new 74,000 square foot library and learning center, and a 1,750 seat sports facility called Hilken Community Stadium. Both facilities are routinely used by Faubion students. (Previous to the opening of Hilken Stadium, Concordia sports teams used, and helped maintain, Faubion's athletic field for practice.)

The District adopted a Long Range Facility Plan that identifies the development of partnerships as a guiding principle including the pursuit of partnerships with private entities that leverage public resources to maximize efficiency, provide economies of scale and drive innovation.

The District recently-approved a capital bond proposal for referral to District voters which explicitly identified the strong potential capital partnership between the District and Concordia and highlights this partnership to leverage public money (District) with private funds (Concordia).

Concordia voiced enthusiastic support for the District's decision to put forth a bond measure in November for voter approval to begin the well-planned and much needed facilities improvements for District schools. The Concordia University President noted the Faubion-Concordia partnership aims to ensure student success, create a national model for collaboration, modern learning environments, and an 'education corridor' for Northeast Portland.

**Therefore**, Concordia and the District agree to the following:

- I. The scope of this MOU includes:
  - A. Master planning and programming of the Faubion site and future building(s);
  - B. Partnership development (capital and operations for joint use of a fully modernized Faubion with attendant wrap-around services);
  - C. Identification and outline of any agreement(s) permitting the use of facilities by each other's institutions;
  - D. An initial development agreement will be executed prior to the commencement of schematic design for the Faubion site including an outline of subsequent disposition and development agreement ("DDA") terms for the completion of capital projects identified in phase one of the Faubion master plan.



- II. Master planning and programming the Faubion campus will envision a physical layout of the site and school building to house a robust District Pre-K8 program in a modernized facility that will include current and future joint programs between Faubion, Concordia, and other potential community partners.

Aspirations for the master plan and program of the Faubion site include:

- A. A District Pre-K8 school facility large enough to accommodate a robust Pre-K8 program for the future that includes:
1. Instructional space for student teaching:
    - a) Science labs to accommodate a STEM curriculum;
    - b) Consideration of educationally appropriate observational rooms for student teachers;
    - c) Space to accommodate specialized programming from partner organizations that provides program coordinators to support student needs.
  2. Space to provide wrap-around services for District students and parents including, but not limited to:
    - a) Health clinic services to be provided by partner organizations or institutions;
    - b) Space for an early learning and development center;
    - c) Family resource center – space to provide parents community building opportunities and resources.

- III. Space for Concordia's College of Education, including faculty offices, conference rooms and classroom(s)

- A. Interior and exterior space to accommodate school community building and neighborhood events;
- B. Auditorium with 500 seat capacity (auditorium will likely be on Concordia site);
- C. Play facilities and joint use athletic field with the potential to host National Association of Intercollegiate Athletics (NAIA) level women's softball.

The master plan and program will identify specific projects and phases of development to be completed as part of a voter-approved District capital bond program and Concordia fund raising efforts which are currently in the feasibility study phase. This would allow capital contributions for the development of a school facility and grounds with joint use potential.

- IV. Capital partnership development is crucial to the success of a fully modernized Faubion campus. Partnership development will ideally identify partners who can provide vital support to Faubion students' well-being, academic success and behavior skills. Partnership development will emphasize the need to provide operational as well as capital support to implement successful programs.
- V. Concordia and the District will develop an agreement for the use of each other's facilities to include current uses.
- VI. District and Concordia shall develop and execute an initial development agreement prior to the start of schematic design that outlines anticipated terms and conditions of any final DDA.
- VII. Timing of MOU work scope:
  - A. Master planning of the Faubion campus will begin as soon as possible after voter approval of a District capital building program. The master planning and programming effort should be completed within a year and should consider to the extent possible any master planning efforts for joint use facilities that may include the Concordia campus;
  - B. Capital partnership development should be substantially completed within 36-48 months after the commencement of a voter-approved District capital building program;
  - C. The first phase of the Faubion master plan, particularly the replacement of the Pre-K Faubion building, should begin construction within 24 months and no more than 48 months after completion of the master plan.

#### **Summary of Understandings:**


Agreement on the items above is built upon the following.

- A. The existing strong partnership between Faubion and Concordia and the desire to accommodate and expand continued joint programming provides the impetus to jointly master plan the future of the Faubion site and building.
- B. The master planning and programming of the Faubion site and building including a determination of the layout and physical programming of the whole site will be conducted jointly by the District and Concordia and will include input from District and Concordia staff, students, faculty and parents, St. Michael's Church, local neighborhood, local and national funders (individual and institutional), local business communities and City of Portland regulatory bureaus who will ultimately review projects identified in the master plan for Faubion.



- C. The District's anticipated contribution to the Project is \$27.5 million.
- D. Concordia's anticipated contribution to the Project is \$7.5 to \$15 million.
- E. Phase I of the master planning and programming for the Faubion site will include project(s) to be funded by the District's capital bond program and by Concordia's fundraising efforts, as will be determined by Concordia's fund raising feasibility study.
- F. An initial development agreement between the District and Concordia establishing roles and responsibilities for phase I implementation of the master plan will be developed and executed prior to the commencement of the schematic design process.
- G. The full scope of work and estimated costs of the master planning process will require the approval of the Concordia Council of Trustee at their January 24/25<sup>th</sup> 2013 meeting. The development agreement and ultimate DDA will also require Concordia Council of Trustees approval after they are drafted.
- H. The capital partnership between the District and Concordia allows the modernization of Faubion that will also provide opportunity for wrap-around services to support students, families and the community. A fully modernized Faubion will also provide greater opportunities for Concordia students to teach and inspire Faubion PreK-8 students.
- I. Operation of programs by potential partner organizations providing wrap-around services requires ongoing funding and budget for operations which will need to be identified.
- J. Concordia and the District agree to work out an agreement for the operation of a potential Early Childhood Learning and Development Center on the Faubion Site. Issues to be determined include but are not limited to:
  - 1. The anticipated enrollment and capacity of the early childhood learning and development center and the operating budget including sources of funding;
  - 2. The educational programming, staffing, outreach and performance of the early childhood learning and development center and the roles of each party in accomplishing its successful operation.
- K. Concordia and the District agree to work out an agreement for the operation of a potential Health Clinic on the Faubion Site. Issues to be determined include but are not limited to:

1. Administration and operation of the Health Clinic, including development of an operating budget and sources of funding;
  2. The educational programming, staffing, outreach and performance of the Health Clinic and the roles of each party in accomplishing its successful operation.
- L. Concordia will continue its current campus master planning effort that includes the area adjacent to NE 30<sup>th</sup> Ave and NE Rosa Parks Way. This effort may inform master planning of the Faubion Campus.
- M. Real estate transactions required to execute any phase of an agreed upon master plan for the Faubion site will be identified by subsequent development agreements and will be reviewed and approved by all interest-holding property owners.
- N. The Faubion K8 School site is 7.8 acres. The school building is 51,881 square feet and includes 19 classrooms, a gymnasium, multi-purpose room and kitchen. Zoning for the site is Residential 5,000 with design, height and alternative design density overlay zones (R5dha). The use of the property is currently permitted under the City of Portland's non-conforming use regulations. Assessments of the building have identified significant building system deficiencies needing attention.
- O. The costs of collaboratively master planning the Faubion site will be borne by the District.
- P. Concordia and the District will ensure transparency and accountability for each partner's contributions to this partnership along with the results of joint efforts.
- Q. The District and Concordia recognize that this partnership is of mutual benefit to each party and the students each institution serves. The provisions of this memorandum become effective upon execution by both parties. BY:



Carole Smith  
Superintendent  
Portland Public Schools

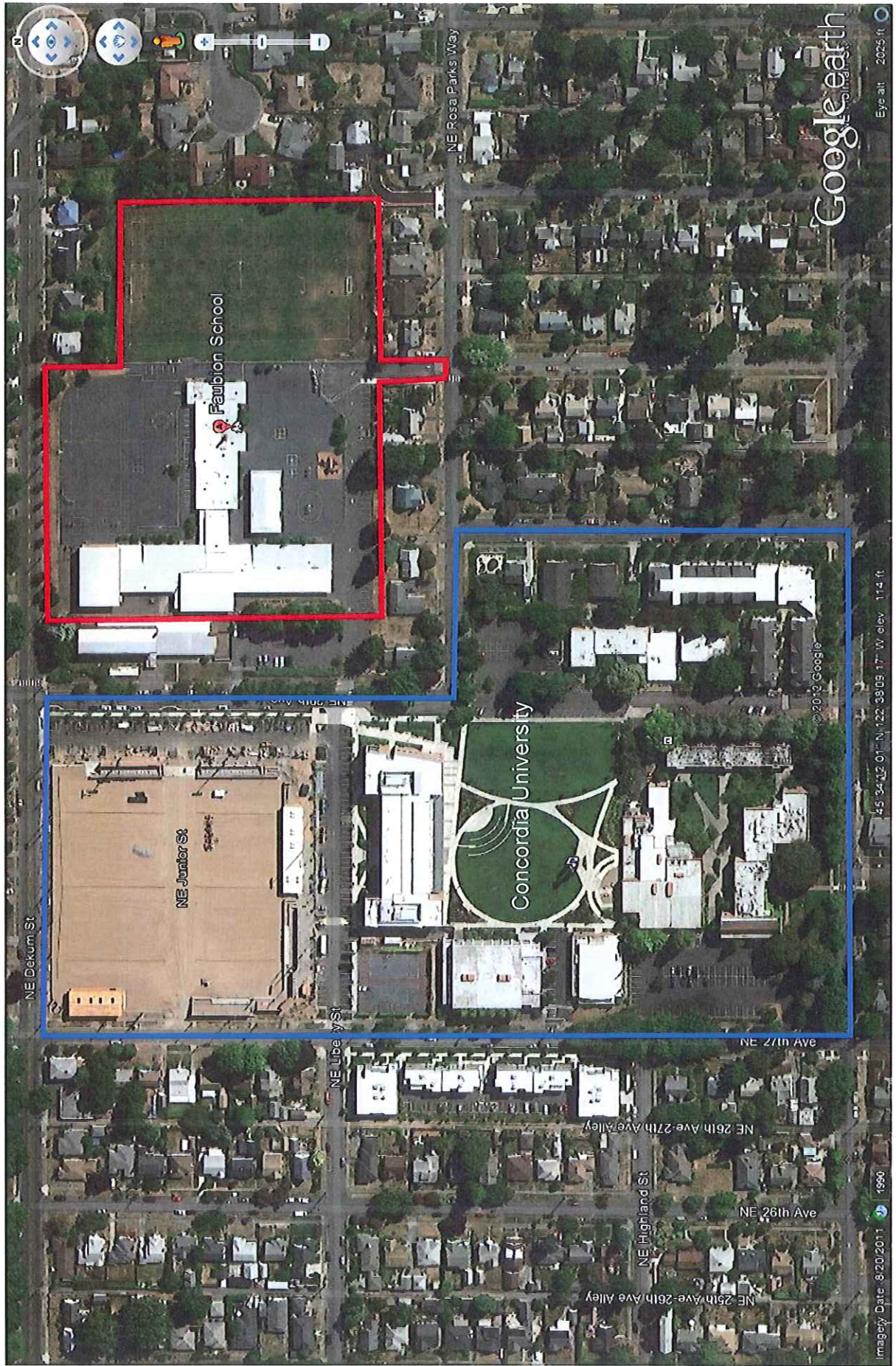
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Charles Schlimpert  
President  
Concordia University





PPS Faubion Pre-K-K School and Concordia University campuses









# PORTLAND PUBLIC SCHOOLS

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## SUPERINTENDENT'S RECOMMENDATION TO THE BOARD AND STAFF REPORT

### **CAPITAL CONSTRUCTION BOND PLANNING: BOND BALLOT MEASURE REFERRAL**

**Board Meeting Date:** August 20, 2012

**Executive Committee Lead:** C.J. Sylvester, COO

**Department:** Office of School Modernization

**Staff Lead:** Jim Owens, Director Capital Operations

#### **I. ISSUE STATEMENT**

This staff report is complementary to the reports for June 11<sup>th</sup>, June 18<sup>th</sup>, June 25<sup>th</sup> and July 9<sup>th</sup> as this discussion is a continuation from those meetings. The Board discussions were specifically about identifying preferred criteria for staff to use in framing potential capital bond options, affirming a preference for a November 2012 ballot measure, selecting a preferred school construction bond proposal using a specific estimated tax levy rate and directing staff to develop a general obligation bond ballot measure and explanatory statement for the preferred school construction bond proposal.

The attached authorizing resolution calls for a measure election regarding district capital construction bond authority. The proposed resolution will allow staff to submit the ballot measure for inclusion in the November 6<sup>th</sup> election.

#### **II. BACKGROUND**

Background and community engagement to date were provided in detail in the June 11, 2012, staff report and attachments.

During the Board meeting on June 25<sup>th</sup>, the Board identified a preferred school construction bond proposal and requested staff to prepare an authorizing resolution for the July 9<sup>th</sup> meeting to direct staff to prepare the ballot measure and explanatory statement.

The Board discussed Bond criteria framed around four priority options prior to concluding that the option containing three high schools (Roosevelt, Grant & Franklin) plus Faubion PreK-8 represented the preferred alternative.

The preferred proposal responds to sensitivity around cost and provides a vision of rebuilt high schools starting with those schools with high seismic risk and need for major access upgrades. The partnership opportunity between Faubion PreK-8 and Concordia University leverages public dollars with private funds (see related Staff Report). The proposal also provides funding for focused, urgent facility needs across the district.

Staff was directed to notify the Tax Supervising and Conservation Commission regarding the District's intent to place the Preferred School Construction Bond Proposal on the November 6, 2012 general election ballot pursuant to ORS 294.655. This was done on July 17, 2012.

The attached authorizing resolution, ballot measure and explanatory statement were developed in conjunction with District retained bond and other outside counsel and it fully complies with applicable state law regarding both form and content.

### III. RELATED POLICIES/BEST PRACTICES

- Board Resolution No. 4608 (May 29, 2012) Resolution to Adopt the Superintendent's Recommended Update of the PPS Long Range Facilities Plan
- Board Resolution No. 4624 (July 9, 2012) Development of a General Obligation Bond Ballot Measure and Explanatory Statement for the November 6, 2012 Election.

### IV. FISCAL ISSUES

During the Board meeting on June 25<sup>th</sup>, the Board continued to discuss possible bond options, amounts and estimated tax levy rates. The preferred construction bond alternative adopted by the Board at the July 9<sup>th</sup> meeting recommends a total bond amount of \$482 million, which equates to an estimated tax rate of \$1.10/\$1,000 tax assessed value (AV) with \$1.10 over eight (8) years and \$0.30 over an additional twelve (12) years. This estimated tax rate means the median homeowner (house assessed at \$150,000 for property tax purposes) is anticipated to pay \$165 per year for PPS capital construction for eight years then reducing to about \$45 per year.

### V. BOARD OPTIONS

The Board-identified preferred school construction bond proposal uses high seismic risk and universal access to programs as well as high enrollment and high poverty to determine high schools for full modernization. The known partnership with Concordia University at Faubion PreK-8 framed its inclusion in the proposal.

At this time, the Board can approve the proposed ballot measure resolution and direct staff to deliver to the Multnomah Elections Division the final ballot title and explanatory statement, modify the resolution or reject ballot referral.



**VI. STAFF RECOMMENDATION**

Staff recommends the Board approve the attached resolution, ballot measure and developed around a \$482 million school construction bond proposal with an estimated tax rate of \$1.10/1,000 AV over eight years reducing to \$0.30/\$1000 AV.

**VII. TIMELINE FOR IMPLEMENTATION/EVALUATION**

The proposed ballot measure (Notice of Bond Election) and explanatory statement language must be approved and filed not later than September 6, 2012.

I have reviewed this staff report and concur with the recommendation to the Board.



Carole Smith  
Superintendent  
Portland Public Schools

8.14.2012

Date

**Attachments:**

1. Resolution calling a Measure Election regarding district capital construction bond authority.
2. Resolution Exhibit A: Notice of Bond Election
3. Resolution Exhibit B: Explanatory Statement





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## INFORMATIONAL REPORT TO THE BOARD

**TITLE: 2012-13 ENROLLMENT BALANCING UPDATE**

**Board Meeting Date:** August 20, 2012

**Staff Lead:** Antonio Lopez, Larry Dashiell, Judy Brennan

**Department:** School and Operations Support

### **I. ISSUE STATEMENT**

Enrollment balancing priorities for 2012-13 are focused in the Jefferson and Cleveland clusters. A planning team of 30+ community members from the Jefferson cluster have been meeting this summer to prepare for a broad engagement activity in the fall. Llewellyn and Duniway families will be re-engaged after the start of school to finalize a proposed boundary change option for those schools.

### **II. BACKGROUND**

Enrollment balancing is a district-wide initiative to identify schools outside of target-size ranges and engage community members in a process that will lead to more sustainable enrollment. While the fall 2011 enrollment-data analysis revealed many issues across the district, not all schools can be addressed simultaneously given resource limitations. Below please find the two areas of the district that we are addressing in the Fall of 2012:

#### **JEFFERSON CLUSTER**

Following the recent consolidation of Boise-Eliot and Humboldt schools and the closure of the Jefferson Young Women's Leadership Academy program, a planning effort is underway to consider enrollment conditions and options for change at the eight schools whose students have guaranteed access to Jefferson High School. Each of the eight schools is experiencing some degree of enrollment pressure, including too few students (particularly in grades 6-8) to provide core curriculum and not enough building space to adequately support student learning.

#### **CLEVELAND CLUSTER**

Last spring, staff worked with parents and community members from Llewellyn and Duniway elementary schools in SE Portland on two options for boundary change to provide overcrowding relief for Llewellyn while stabilizing neighborhood size for Duniway. Community members were concerned that change would not come quickly



enough. In response, staff offered a transfer options, based on space availability, from Llewellyn to Duniway beginning September 2012.

### **III. RELATED POLICIES/BEST PRACTICES**

Enrollment balancing procedures are aligned with the Student Assignment to Neighborhood Schools policy (4.10.045-P) and directive (4.10.049-AD).

The guiding framework for enrollment balancing community engagement is the PPS Stakeholder Participation Plan.

### **IV. FISCAL IMPACT**

Schools with right-sized enrollment are less likely to require non-formula staff funding. For overcrowded schools, enrollment changes can prevent expending funds for modular classrooms and other facility changes necessary to house excess students.

### **V. COMMUNITY ENGAGEMENT**

#### **JEFFERSON PK-8 CLUSTER**

The community engagement process in Jefferson cluster this fall is expected to be intensive in scale, with events at all cluster schools (including Jefferson), as well as cluster-wide events. A draft stakeholder participation plan is attached. To assist with planning a successful process, school principals and community partners were asked to recommend parents and community members for a planning team that would meet over the summer. A list of planning team members is attached.

To date, the team has met twice, and has provided valuable feedback. They are scheduled to meet again on August 21, and a revised version of the stakeholder plan incorporating their input document will be available soon after.

#### **CLEVELAND CLUSTER**

The attached memo summarizes the status of Llewellyn-Duniway engagement through June 2012. Since that time, parents in the potential boundary change areas received a second round of postcards, notifying them of the transfer opportunity to Duniway. To date, five families have requested and received transfers.

### **VI. TIMELINE FOR IMPLEMENTATION/EVALUATION**

Both sets of enrollment balancing activities will continue through Fall 2012, followed by Superintendent recommendations for Board decisions in winter 2012-13. Implementation of Board-approved changes will commence in September 2013.

### **ATTACHMENTS**

- A. Draft Jefferson PK-8 cluster stakeholder participation plan
- B. List of current Jefferson PK-8 cluster enrollment balancing planning team
- C. June memo re: Llewellyn-Duniway boundary change status



# MEMO

**From:** Larry Dashiell, Regional Administrator, Cleveland/Wilson Clusters  
Judy Brennan, Enrollment Director

**To:** Carole Smith, Superintendent

**Date:** June 25, 2012

**RE:** Llewellyn/Duniway enrollment balancing update

This memo provides information about ongoing enrollment balancing activities at Llewellyn and Duniway schools. This work is part of a multi-year initiative to annually compare school enrollment against target thresholds and take actions at schools that are either too small to provide full programs or too crowded to allow appropriate spaces for learning. Additional information about enrollment balancing efforts in other parts of the district is forthcoming.

## **Background**

In 2007, as an outcome of a facilitated community conversation, a portion of the Duniway boundary was reassigned to Llewellyn. At that time Llewellyn's enrollment was 309 students, and it had been considered for closure. Since then, Llewellyn's enrollment has grown by an average of 47 students per year, due to increased numbers of neighborhood students from across the boundary. Facility changes have been implemented along the way, including adding two modular classrooms and repurposing the art and computer rooms, and Llewellyn has been closed to transfers for three years. Despite these efforts, the school has no extra classrooms to absorb additional growth, and sub-optimal spaces available for support services.

At the same time, Duniway's neighborhood enrollment has been stable, and about 20 new transfers per year have been necessary to fill, on average, three sections per grade level. District-wide reductions in transfer slots, along with a recent dip in neighborhood enrollment have resulted in staff losses at Duniway, and families have expressed concern about maintaining valuable programs.

## **Boundary change options**

We held five meetings with Llewellyn parents and staff between January and May 2012 to explore both short-term and longer-term solutions to overcrowding. In that timeframe we also met twice with Duniway parents and staff to discuss their enrollment goals and

the feasibility of increasing the boundary for their school. In mid-May we released two options for boundary change to both communities and held a joint forum to hear their input on May 31. Notice of community meetings was provided through school websites and newsletters, as well as through local media outlets and neighborhood associations. Postcards were mailed to every home in the proposed boundary change areas in advance of the May 31 meeting.

Both boundary change proposals would return to Duniway the area that was moved to Llewellyn in 2007. There are also two choices for expanding the boundary change to additional streets. Estimated enrollment data and map are attached to this memo, and are posted on the enrollment balancing website, with a link on the main district webpage.

While both options met with support, the predominant issue that community members raised at the May 31 forum was the planned pace of implementation. Final approval is slated for late fall 2012 with implementation beginning September 2013. Due to our practice of phasing in new boundaries beginning in kindergarten, it may take two years before a classroom is freed up at Llewellyn. At the same time, Duniway may experience staff cuts next year, only to have positions added back once the boundary change takes effect the following year. Community members advocated for implementing the boundary change this year (requiring your recommendation and a School Board decision over the summer), as well as adding additional grades to the initial boundary change to effect greater relief faster at Llewellyn.

While we understand the immediate concerns, we also see the need for effective boundaries that will right-size both schools in the longer term. We see taking the time to review enrollment after the start of the coming school year as an important step. As an alternative to immediate decision and implementation, we have agreed to approve any transfer requests from Llewellyn into Duniway, so long as there is space in the requested grade level.

Information about voluntary transfers has been shared through school newsletters and websites, and will be sent to families in potential boundary change areas via US mail. We appreciate the willingness of families to volunteer for change. We will share results of summer voluntary transfer activity, and any subsequent space or staffing changes, after the start of the school year.

### **Next steps**

We anticipate revisiting both boundary change options once September enrollment numbers are available, make adjustments and seek additional community input as needed, and providing a final staff recommendation to you in mid-fall.

Please feel free to contact either of us with questions or suggestions.

**Jefferson Cluster Planning Team**

<b>School/Organization</b>	<b>Name</b>
Beach	Bryn Dearborn
Beach	Watasha Stroud
Beach	Silvia Moreno-Aguilar
Boise-Eliot/Humboldt	Erica Burger
Chief Joseph	Jessica Thompson
Chief Joseph	Trina Durham
Chief Joseph	Suzanne Balleisen
Chief Joseph	LeeAnne Friedman
Faubion	Kimberly Babb
Faubion	Don Gire
Faubion	Jenni Brown
Faubion	Lucia Anderson
King	Nick Fenger
King	Trace Salmon
King	Tanisha Jones
King	Rafaela Hernandez
King	Santa Sanchez Aguilar
Ockley Green	Regina Flowers
Ockley Green	Chappie Grice
Ockley Green	Shanda Justice
Ockley Green	Leesa Ferguson
Vernon	Patrick Joyce
Vernon	Chabre Vickers
Woodlawn	Lanny Tucker
Woodlawn	Suzy Tucker
Woodlawn	Cheryl Russell
Young Women's Academy	Deborah Sievert Morris
BPI	Charles McGee
SEI	Tony Hopson
SEI	Cyreena Boston Ash
Latino Network	Carmen Rubio
Latino Network	Andrea Marquez
African-American Leadership Alliance	Joyce Harris
NECN	Katy Asher
NECN	Josh Curtis
NECN	Paul Anthony
NECN	Luke Groser
Jefferson HS	Shawna Williams
Jefferson HS	Lakeitha Elliott
SACET	Neeley Wells
SACET	Sarah Smith



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## INFORMATIONAL REPORT TO THE BOARD

### **AGREEMENT FOR PURCHASE OF NEW COLUMBIA YOUTH CENTER CONDOMINIUM (ROSA PARKS SCHOOL)**

**Board Meeting Date:** August 20, 2012

**Executive Committee Lead:** C. J. Sylvester, COO.

**Department:** Planning and Asset Management

**Staff Lead:** Bob Alexander, Program Director  
(through Tony Magliano, Interim Deputy COO)

#### **I. ISSUE STATEMENT**

The Rosa Parks School landlord, New Columbia Campus Corporation (N4C), has exercised its option requiring PPS to purchase the school and common areas for \$8,889,778. N4C; the Boys & Girls Club, our co-tenant; and PPS representatives, agreed that purchase of the facility was in the best interests of the parties and that we should enter into a commercial condominium arrangement to accomplish that purchase.

#### **II. BACKGROUND**

In 2005, the construction of Rosa Parks School was financed utilizing a New Market Tax Credit (NMTC) transaction. As part of the transaction, PPS entered into a 30 year lease/option, which after seven years required that PPS purchase its share of the property outright or continue to lease at a significantly increased cost, at the choice of landlord, New Columbia Campus Corporation (N4C). N4C officially notified us June 22, 2012, that it was exercising its Option to sell the property to PPS effective the last week of October 2012 or the first few weeks of November 2012.

In preparation for this event, the parties have been meeting to discuss the options. A purchase of the property, which would also maintain the cooperative cost sharing agreement with Boys & Girls Club for common areas, would be the most cost effective result. That could be accomplished in two ways – through lot line division of the existing building and grounds creating two legal lots (which would require substantial reconstruction and agreement by the City to waive setback requirements), or through a commercial condominium agreement, where we each own our respective portions of the building (or units) and own some areas in common.

The commercial condominium agreement and companion association by-laws have been developed with participation of all the parties; however PPS (and



Boys and Girls Club) are not parties to these agreements. According to the Oregon Condominium Act they are developed by the owner of the property and submitted to the state for approval. Once they are approved the owner can then sell the various units detailed in the agreements to potential owners and provide the bylaws for the operation of the commercial condominium. The State of Oregon Real Estate Agency website explains they "must review and approve all condominiums. A condominium filing with the state is extensive and includes, but is not limited to, the following documents: declaration, bylaws, disclosure statement, unit sales agreement, title report, condominium filing forms and a plat. The county in which the property is located also reviews and approves the plat and approves the declaration for conformance to the plat."

A summary of the Condominium agreements is attached which details the key provisions of the Condominium Declaration and the Bylaws.

### III. RELATED POLICIES/BEST PRACTICES

The Rosa Parks School cooperative financing is considered to be a model of creative partnerships, leveraging limited district dollars to build a quality school in a cooperative environment. The recently adopted Long Range Facility Plan guiding principles as well as the recommendations encouraged developing partnerships, particularly those which support enhanced community uses.

### IV. FISCAL IMPACT

The purchase price of the Rosa Parks School will be \$8,889,778 by contractual agreement. PPS has established a \$45 million line of credit for interim capital needs including this purchase. The primary repayment source for the interim debt is anticipated to be proceeds from the proposed capital bond. It is anticipated that the proceeds would either come from the general fund or from bond proceeds.

### V. COMMUNITY ENGAGEMENT

Staff has held ongoing meetings with N4C (Home Forward, formerly Housing Authority of Portland), and Boys & Girls Club to develop this proposal. In addition, purchase of Rosa Parks School was discussed at the Long Range Facility Plan Advisory Committee meetings and has been part of the discussion around the upcoming bond proposal. In addition it was discussed at several Building and Learning community sessions.

### VI. BOARD OPTIONS

The Board could support the recommended purchase of Rosa Parks School as condominium, in cooperation with the Boys and Girls Club. Because of the lease/option agreement entered into in 2005, if the purchase were not to go forward, N4C could force the purchase by legal action or the monthly lease

payments which are currently \$43,124.34 would be increased to \$71,980.50 as of October 26, 2012, for the remaining 23 years of the lease.

**VII. STAFF RECOMMENDATION**

Staff recommends N4C proceed with the filing under the Oregon Condominium Act the declaration and bylaws and associated documents, to allow PPS timely purchase of the New Columbia Youth Center Condominium (Rosa Parks School). Documents will be presented to the Board of Education to complete the purchase and enter into the condominium agreement.

**VIII. TIMELINE FOR IMPLEMENTATION/EVALUATION**

The earliest date for the purchase of the school is October 26, 2012. Documents for approval of the purchase will be presented to the Board the last week of October 2012 or the first few weeks of November 2012.

**ATTACHMENTS**

- A. Summary of the Condominium Declaration
- B. Map of the New Columbia Youth Center Condominium







PORTLAND, OREGON  
SEATTLE, WASHINGTON  
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## Memorandum

**To:** Mr. Robert C. Alexander  
**From:** Jonathon L. Goodling, P.C.  
**Client:** Portland School District  
**Matter:** New Columbia (Rosa Parks School)  
**Subject:** Condominium Summary  
**Date:** July 30, 2012

---

### I. Introduction

New Columbia Community Campus Corporation, the owner of the New Columbia campus that includes Rosa Parks Elementary School, has elected (a) to require Portland Public Schools ("PPS") to purchase the portion of the campus that PPS currently leases, consisting of Rosa Parks Elementary School and the ancillary space currently shared with Boys & Girls Club; and (b) to require Boys & Girls Club to purchase the portion of the campus that it currently leases. In order for the sale to occur, the campus must first be submitted to the condominium form of ownership under the Oregon Condominium Act. This is accomplished by the owner executing and recording or filing with the appropriate governmental authorities the following (the "Condominium Documents"):

1. Declaration Submitting New Columbia Youth Center Condominium to Condominium Ownership (the "Declaration");

2. Articles of Organization forming New Columbia Youth Center Condominium Owners Association (the "Association");
3. Bylaws for the Association; and
4. A three-dimensional plat of the condominium prepared by a surveyor that identifies with specificity the boundaries of the various units and common elements within the condominium (the "Plat").

The Condominium Documents define what PPS is purchasing and the rules for how the condominium will operate. The purpose of this memorandum is to provide a summary of the pertinent provisions of the Condominium Documents.

## **II. Condominium Structure**

Under the Oregon Condominium Act, every aspect of a building and surrounding land submitted to the condominium form of ownership must be identified on the Plat as either a unit, a limited common element (designated for use by one or more unit owners), or a general common element.

### **A. Units.**

A unit owner holds fee title to its unit and the unit owner has the exclusive right to use the unit. In the New Columbia condominium, there are three units: Unit 1, which will be owned by Boys & Girls Club; Unit 2, which will be owned by PPS and is referred to in the Condominium Documents as the "Ancillary School Unit"; and Unit 3, which will be owned by PPS and is referred to in the Condominium Documents as the "Primary School Unit."

### **B. Limited Common Elements.**

Limited common elements are located outside the boundaries of a unit and are owned in common by unit owners, but the use of any given limited common

element is designated for a particular unit owner or owners. The following limited common elements will exist at the New Columbia condominium:

- Exterior walls of Units 1 and 2, shared structural components of Units 1 and 2, and the roof over Units 1 and 2 (appertain to Units 1 and 2)
- Bathrooms in Unit 2 (appertain to Units 1 and 2)
- Entryways to each unit (appertain to the applicable unit)
- The Outdoor Play Area, consisting of the covered play area and the uncovered area with the play equipment (appertains to Unit 1, but is subject to the Shared Use Agreement)
- Parking spaces (van parking space appertains to Unit 1; all other spaces appertain to Units 2 and 3, except that handicap space is a general common element)

C. General Common Elements.

General common elements are owned in common and are for the use of all unit owners. The primary general common elements at New Columbia consist of all the land, sidewalks, driveways, handicap parking space, utilities and systems (such as the HVAC system) that serve more than one unit, and the garbage room.

### **III. Maintenance**

A. Maintenance of Units.

A unit owner is responsible for maintaining its unit. The unit owner has sole control and pays all the expense. This generally only applies to the interior of the unit because in most condominium structures the exterior is a common element and not part of the unit. However, with respect to Unit 3 (the Primary School Unit), the Condominium Documents provide that the exterior of Unit 3 is part of the unit and, thus, maintenance of the entire building is under the sole control of PPS and is at the sole expense of PPS.



With respect to Unit 2 (the Ancillary School Unit), a special situation also exists. Unit 2 is subject to the Agreement Regarding Shared Space entered into by PPS and Boys & Girls Club on May 30, 2006 (the "Shared Space Agreement"), which allows Boys & Girls Club to use Unit 2 and requires Boys & Girls Club to reimburse PPS for its share of the expenses incurred in maintaining Unit 2. Accordingly, while the Condominium Documents place sole responsibility for maintenance of Unit 2 on PPS, as long as the Shared Use Agreement remains effective, Boys & Girls Club will share in the maintenance costs.

B. Maintenance of Limited Common Elements.

Limited common elements that benefit only one unit, such as the entryway to a unit and the parking spaces assigned to PPS, are treated the same as units for purposes of maintenance. The maintenance is under the sole control and is at the sole expense of the unit owner.

A special situation exists at New Columbia with respect to the Outdoor Play Area—which is a limited common element appertaining to Unit 2 (the Boys & Girls Club unit)—in that it too is subject to the Shared Use Agreement, which will be amended to provide that PPS is entitled to use the Outdoor Play Area and that PPS will pay for its share of maintenance expenses for the Outdoor Play Area.

Maintenance of limited common elements that benefit more than one unit—such as the roof over Units 1 and 2 and the bathrooms in Unit 2—is the responsibility of the Association. The board of directors of the Association decides what maintenance is necessary and assesses the unit owners for the costs thereof based on the relative square footage of the units benefited by the limited common element. The sharing ratio between Unit 1 and Unit 2 is approximately 50-50.



C. Maintenance of General Common Elements.

Maintenance of the general common elements—such as the land and the HVAC system—are also under the control of the Association and the cost is assessed to each unit owner based on the relative square footage of the various units.

D. Reserves for Replacement of Common Elements.

The Condominium Documents provide that reserves shall be assessed against the unit owners and held to replace components of common elements (such as a roof) that have a useful life of more than three years and less than 30 years.

#### **IV. Utilities**

Any utilities serving a unit that are separately metered are the responsibility of that unit owner. All other utilities, such as natural gas for the boiler, electricity, garbage, water, and sewer, will be contracted for and paid for by the Association, which will assess the unit owners for their share of the costs. The assessment will be made on a pro rata basis based on the relative square footage of the units, unless 100 percent of the board of directors of the Association agree that a particular unit should be assessed a greater or lesser percentage to reflect its use.

#### **V. Insurance**

The Condominium Documents and the Oregon Condominium Act require that the following insurance be maintained:

1. Fire and other property insurance on the common elements. The policy insuring the common elements will be in the name of the Association because it is the entity that has the responsibility to rebuild. The cost of the insurance will be passed on to the unit owners in assessments.

2. Fire and other property insurance on each unit. Each unit owner must insure its unit with a policy of insurance that includes a "condominium endorsement."

3. The Association must carry a policy of liability insurance, the cost of which is passed on to the unit owners in assessments.

4. Each unit owner must maintain a policy of liability insurance or a self-insurance program acceptable to the board of directors.

## **VI. Control of the Association**

### **A. Owner's Rights.**

Unit owners have one vote at meetings of the owners of the Association. However, only very limited matters are voted on at owner meetings, essentially only amendments to the Condominium Documents and a few other issues that rarely arise, such as granting of easements. The Condominium Documents provide that amendments to the Condominium Documents require 100 percent approval of all unit owners.

### **B. Board of Directors.**

The business of the Association is governed by a board of directors. Each unit owner is entitled to appoint one member of the board of directors for the Association. The general rule for matters before the board is that the majority vote is sufficient. PPS will hold two of the three votes. In order to protect Boys & Girls Club from oppression, the Condominium Documents require that the following items be approved by 100 percent of the board members: (1) making of alterations to common elements, (2) approval of annual budgets, (3) making of expenditures in excess of budgeted amounts, (4) approval of financial statements, and (5) allocation of the cost of

utilities or insurance other than by pro rata based on unit square footage. In the event of a deadlock of the board of directors (with three directors, a deadlock can only occur on those items that require 100-percent unanimity), the matter would be referred to mandatory mediation and, if not resolved there, then to binding arbitration.

C. Officers.

The Association will have a chairperson, a secretary, and a treasurer, all of whom will be elected by a majority vote of the board of directors. The chairperson must be a member of the board of directors but the other officers need not be. Only officers can execute contracts on behalf of the Association.

D. Management.

Many condominium associations contract with professional management companies to manage the association, including preparation of budgets. The Association may wish to do this, particularly with respect to its initial budget. As for other management functions, the Association could contract with PPS to take care of such items as maintenance of common elements and recordkeeping.

## **VII. Use Limitations**

Article 10 of the Declaration restricts the use of the New Columbia condominium premises to education and certain social services, excluding social services for sex offenders, ex-convicts, and alcohol and drug rehabilitation. PPS should consider whether any other uses should be permitted or prohibited.

## **VIII. Leasing of a Unit**

A lease of a unit must be approved by a majority of the board of directors, which approval may not be unreasonably withheld. The use that the lessee will



implement at the premises is subject to the limitations set forth above under Use Limitations.

#### **IX. Sale of a Unit; Right of First Refusal**

With two exceptions, if a unit owner wants to sell its unit to a third party, it must first offer to sell the unit to the other unit owner at the price offered by the third party. This is designed to allow a unit owner to control who its neighbor may be. The first exception to this right of first refusal is a sale to an entity that merges with or acquires all the assets of the selling unit owner and who will carry on the primary business and services of the seller in substantially the same manner. The second exception is an acquisition of a unit by a lender who has foreclosed on a mortgage against the unit.

#### **X. Outdoor Play Area**

##### **A. Reversion to PPS.**

As mentioned above, the Outdoor Play Area is a limited common element appertaining to the Boys & Girls Club unit. The right to use the Outdoor Play Area and the cost of its maintenance and insurance will be shared by PPS and Boys & Girls Club pursuant to the Shared Use Agreement. The Condominium Documents specify that if Boys & Girls Club sells or leases its unit, then the Outdoor Play Area automatically becomes a limited common element appertaining to the Ancillary School Unit, free of any charge to PPS.

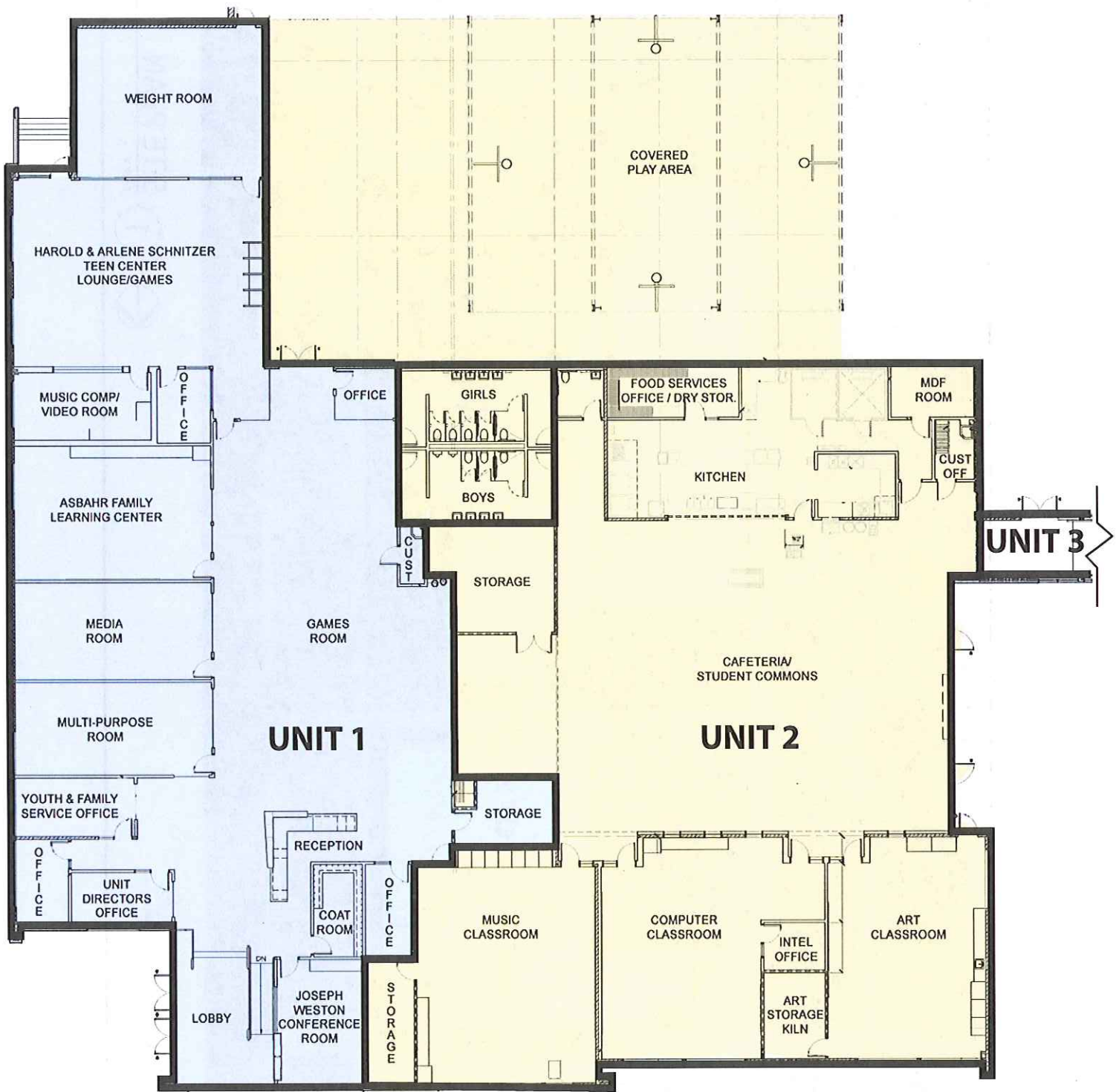
##### **B. Construction of Gymnasium.**

If Boys & Girls Club ever wishes to construct a gymnasium on the Outdoor Play Area, the Condominium Documents must first be amended. Amendment of the Condominium Documents requires 100 percent approval of all unit owners. If the



Condominium Documents are amended and the gymnasium is constructed, then presumably (depending on what the amended Condominium Documents specify) the gymnasium would be a fourth unit owned by Boys & Girls Club. This could have impacts on voting and sharing of expenses, so any such amendments will need to be closely studied.







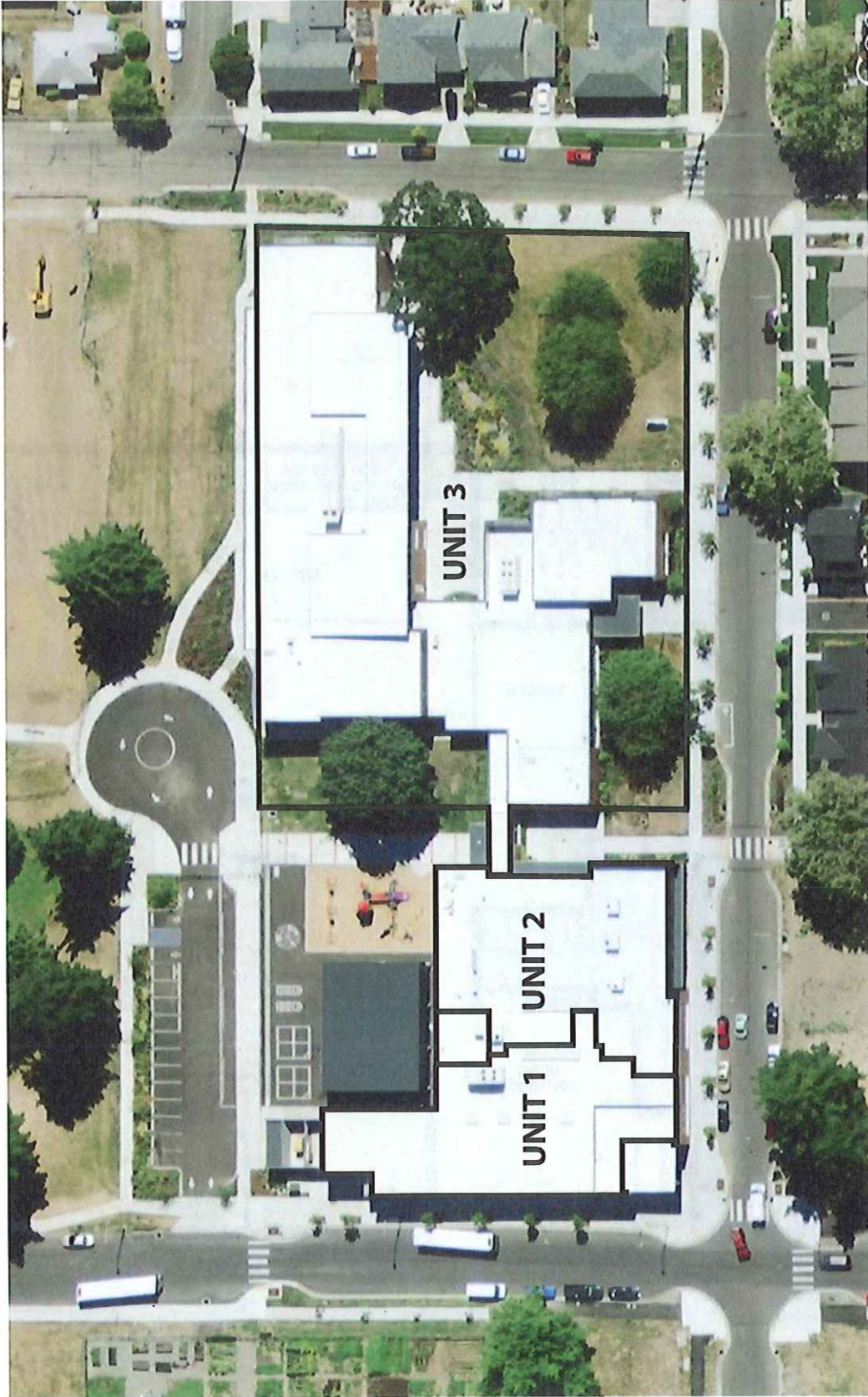
PORTLAND PUBLIC SCHOOLS  
 FACILITIES & ASSET MANAGEMENT  
 BRYAN WINCHESTER, DIRECTOR  
 OFFICE OF PROJECT MANAGEMENT  
 SCHOOL DISTRICT NO. 1J  
 MULTNOMAH COUNTY, OREGON  
 501 N. DOOK STREET  
 PORTLAND, OR 97221  
 (503) 916-3000

ROSA PARKS  
 8960 N WOOLSEY

DRAWN:  
 REVIEWED:  
 DATE:  
 FILE:  
 W/O:  
 JOB:

SHEET NUMBER

OF



1 SITE PLAN  
 1" = 50'-0"



1

SHEET NUMBER

OF



## Report – August 6, 2012

### Expenditure Contracts Exceeding \$25,000 and through \$150,000

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200(6) (Authority to Approve District Contracts; Delegation of Authority to Superintendent) requires the Superintendent to submit to the Board of Education (“Board”) at the “Board’s monthly business meeting a list of all contracts in amounts exceeding \$25,000 and through \$150,000 approved by the Superintendent or designees within the preceding 30-day period under the Superintendent’s delegated authority.” Contracts meeting this criterion are listed below.

#### NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Schetky Northwest Sales, Inc.	07/10/12	Purchase Order PO 108765	District-wide: Purchase of 40 TL2 on-board camera-computer systems and associated installation services for one system.	\$51,810	T. Brady Fund 101 Dept. 5560
DePaul Treatment Centers, Inc.	01/01/12 through 08/31/12	Personal Services PS 59212	District-wide: Classroom education services, including tutoring students, grading papers, developing lesson plans, and other duties as part of its alternative education services work at DePaul site.	\$48,750	W. Campbell Fund 205 Dept. 6945 Grant G1181
Open Meadow Alternative Schools, Inc.	06/01/12 through 08/30/12	Personal Services PS 59200	Franklin, Madison & Roosevelt HS: Intensive Step Up programming for 8th graders entering high school, including daily session supervision, field trip supervision, lunch coordination, student recruitment and follow-up.	\$26,200	M. Goff Fund 205 Dept. 5407 Grant G0882
Truitt Bros. Inc.	07/25/12	Purchase Order PO 108958	District-wide: Purchase of 2,100 cases of sliced pears and 300 cases of cut green beans.	\$51,375	G. Grether-Sweeney Fund 202 Dept. 5570
Outside In	07/01/12 through 06/30/13	Personal Services PS 59195	District-wide: Alternative education services; RFP 2010-107.	\$89,688	S. Higgins Fund 101 Dept. 5485
SE Works, Inc.	07/01/12 through 06/30/13	Personal Services PS 59223	District-wide: Alternative education services; RFP 2010-107.	\$107,625	S. Higgins Fund 101 Dept. 5485
New Avenues for Youth	07/01/12 through 06/30/13	Personal Services PS 59243	District-wide: Alternative education services; RFP 2010-107.	\$143,500	S. Higgins Fund 101 Dept. 5485
Apple Computers, Inc.	07/11/12	Purchase Order PO 108760	Grant HS: Purchase of 24, 11” MacBook Airs; 9, 13” MacBook Pros; 2 iPad PowerSync carts; and associated set-up services and warranties; funded by Mt. Hood Cable Regulatory Commission grant.	\$132,941	S. Higgins Fund 205 Dept. 3217 Grant G1242
Apple Computers, Inc.	07/10/12	Purchase Order PO 108761	Grant HS: Purchase of 10, 21.5” iMacs and 50 iPad 2s; funded by Mt. Hood Cable Regulatory Commission grant.	\$30,740	S. Higgins Fund 205 Dept. 3217 Grant G1242
CDW Government, Inc.	07/17/12	Purchase Order PO 108794	District-wide: Purchase of 32 Hewlett-Packard desktop computers; 32, 17” LCD monitors; and associated installation, imaging, asset tagging, and warranties.	\$25,252	S. Higgins Fund101 Dept. 3217

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
Apple Computers, Inc.	07/18/12	Purchase Order PO 108862	King PK-8: Purchase of 125 iPad 2s and 5 iPad PowerSync carts.	\$60,475	S. Higgins Fund 205 Dept. 1262 Grant G1211
Apple Computers, Inc.	07/26/12	Purchase Order PO 108871	Chapman K-5: Purchase of 70 iPads; 2, 13" MacBook Pros; 2 iPad PowerSync carts; and associated peripherals; funded by Mt. Hood Cable Regulatory Commission grant.	\$42,325	S. Higgins Fund 205 Dept. 1146 Grant G1244
Professional Roof Consultants, Inc.	05/15/12 through 12/31/12	Personal Services PS 59167	District-wide: Construction services for 16 roof repairs and 3 site surveys; part of 2012 Roof Repairs Project.	\$49,020	T. Magliano Fund 191 Dept. 5597 Project F0270
West Coast Paper Company	07/30/12	Purchase Order PO 108948	District-wide: Purchase of 840 cases of copy paper.	\$30,307	D. Milberg Fund 101 Dept. 5581
Native American Youth and Family Center	07/01/12 through 06/30/15	Personal Services PS 59225	Various schools: "Parent Involvement and Student Achievement" program services designed to improve student achievement by strengthening the relationship between families and schools to be identified.	\$137,500	L. Poe Fund 101 Dept. 5431
Latino Network	07/01/12 through 06/30/15	Personal Services PS 59226	Various schools: "Conexiones" culturally specific program services designed to improve student achievement by strengthening the relationship between Latino families and schools to be identified.	\$131,835	L. Poe Fund 101 Dept. 5431
Immigrant & Refugee Community Organization	07/01/12 through 06/30/15	Personal Services PS 59227	Various schools: "Family and Community Engagement" ("FACES") program services designed to improve student achievement by strengthening the relationship between families and schools to be identified.	\$127,936	L. Poe Fund 101 Dept. 5431

### NEW INTERGOVERNMENTAL AGREEMENTS ("IGAs")

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
Multnomah County Department of Human Services	07/01/12 through 06/30/13	IGA 59210	Head Start: Mental health services to children and families in District's Head Start program.	\$44,292	S. Higgins Fund 205 Dept. 6303 Grants G1265, G1266 & G1270

### AMENDMENTS TO EXISTING CONTRACTS

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Amendment Amount, Contract Total</b>	<b>Responsible Administrator, Funding Source</b>
Rose City Moving and Storage	07/01/12 through 06/30/13 Year 3 of Contract	Service Requirements SR 57655 Amendment 3	District-wide: One-year extension of contract for moving and furniture installation services, as needed.	\$60,000 \$265,000	T. Magliano Fund 191 Dept. 5597 Project F1002

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Amendment Amount, Contract Total</b>	<b>Responsible Administrator, Funding Source</b>
Frontline Placement Technologies, Inc.	07/01/12 through 06/30/12 Year 2 of Contract	Personal Services PS 58263 Amendment 1	District-wide: One-year extension of contract for continued Aesop substitute placement software subscription and support services.	\$27,456 \$64,856	D. Milberg Fund 101 Dept. 5581
e-Builder Incorporated	07/01/12 through 06/30/13 Year 2 of Contract	Personal Services PS 57999 Amendment 6	District-wide: One-year extension of contract for licenses for construction management software.	\$53,280 \$215,493	J. Owens Fund 405 Dept. 5511 Project C0100
Portland Football Officials Association	07/01/12 through 06/30/13 Year 2 of Contract	Personal Services PS 58384 Amendment 1	District-wide: Football officials for PIL games for SY 2012-13.	\$32,000 \$64,000	G. Ross Fund 101 Dept. 5423
Portland Basketball Officials Association	07/01/12 through 06/30/13 Year 2 of Contract	Personal Services PS 58385 Amendment 1	District-wide: Basketball officials for PIL games for SY 2012-13.	\$72,000 \$144,000	G. Ross Fund 101 Dept. 5423
Portland Volleyball Officials Association	07/01/12 through 06/30/13 Year 2 of Contract	Personal Services PS 58389 Amendment 1	District-wide: Volleyball officials for PIL matches for SY 2012-13.	\$32,000 \$64,000	G. Ross Fund 101 Dept. 5423
MISOA, LLC	07/01/12 through 06/30/13 Year 2 of Contract	Personal Services PS 58406 Amendment 1	District-wide: Soccer officials for PIL matches for SY 2012-13.	\$40,000 \$73,653	G. Ross Fund 101 Dept. 5423

*N. Sullivan*

# Report – August 20, 2012

## Expenditure Contracts Exceeding \$25,000 and through \$150,000

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200(6) (Authority to Approve District Contracts; Delegation of Authority to Superintendent) requires the Superintendent to submit to the Board of Education (“Board”) at the “Board's monthly business meeting a list of all contracts in amounts exceeding \$25,000 and through \$150,000 approved by the Superintendent or designees within the preceding 30-day period under the Superintendent's delegated authority.” Contracts meeting this criterion are listed below.

### NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
The Chariot Group	08/01/12 through 06/30/13	Personal Services PS 58955	Columbia Regional Program: Purchase and installation of Polycom video conferencing network at CRP site.	\$97,760	S. Higgins Fund 205 Depts. 5409, 5411, 5422 & 5433 Grant G1203

### NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Portland Community College	07/01/12 through 06/30/13	IGA 59107	District-wide: District's share of fiscal support for administration of Portland Teachers Program, a collaboration between PCC, PSU, UP, and District.	\$36,541	M. Riddell Fund 101 Dept. 6299

### AMENDMENTS TO EXISTING CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Amendment Amount, Contract Total	Responsible Administrator, Funding Source
Portland Community College	10/01/12 through 09/30/13 Year 6 of Contract	Intergovernmental Agreement IGA 55484 Amendment 5	Jefferson HS: One-year extension of contract for continued Middle College support services.	\$150,000 \$750,000	T. Goodall Fund 101 Dept. 5404
OpenSourcery LLC	07/01/12 through 06/30/13 Year 2 of Contract	Personal Services PS 58957 Amendment 1	Columbia Regional Program: One-year extension of contract for Requirements Assessment and Programing for Drupal 7 rebuild with on-going training and consulting services.	\$90,000 \$140,000	S. Higgins Fund 205 Depts. 5409, 5411, 5422 & 5433 Grant G1203
First Response, Inc.	08/01/12 through 07/31/13 Year 5 of Contract	Personal Services PS 56014 Amendment 4	District-wide: One-year extension of contract for continued alarm monitoring and response services to District offices and schools.	\$62,000 \$338,000	T. Magliano Fund 101 Dept. 5594
Portland Softball Umpires Association	07/01/12 through 06/30/13 Year 2 of Contract	Personal Services PS 58405 Amendment 1	District-wide: Softball umpires for PIL games for SY 2012-13.	\$27,000 \$54,000	G. Ross Fund 101 Dept. 5423



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

INDEX TO THE AGENDA  
BUSINESS MEETING

August 20, 2012

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Other Matters Requiring Board Action

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Purchases, Bids, Contracts

The Superintendent RECOMMENDS adoption of the following items:

Numbers 4638 and 4639

**RESOLUTION No. 4638**

Revenue Contracts that Exceed \$25,000 Limit for Delegation of Authority

**RECITAL**

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) to enter into and approve all contracts, except as otherwise expressly authorized. Contracts exceeding \$25,000 per contractor are listed below.

**RESOLUTION**

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into agreements in a form approved by General Counsel for the District.

**NEW CONTRACTS**

No New Contracts

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

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
Multnomah Education Service District	07/01/12 through 06/30/13	IGA/R 59260	Columbia Regional Program will provide pre-school classroom services for regionally eligible deaf/hard of hearing students.	\$31,500	S. Higgins Fund 299 Dept. 9999 Grant S0163
Clackamas Education Service District	07/01/12 through 06/30/13	IGA/R 59261	Columbia Regional Program will provide pre-school classroom services for regionally eligible deaf/hard of hearing students.	\$137,770	S. Higgins Fund 299 Dept. 9999 Grant S0163
State of Oregon Commission for the Blind	07/01/12 through 09/30/13	IGA/R 59269	Columbia Regional Program will provide high school-to-employment transition services for regionally eligible blind and visually impaired students.	\$115,000	S. Higgins Fund 205 Dept. 9999 Grant G1257
Research Triangle Institute	08/10/12 through 09/15/13	R 59277	District-wide: Funds will support GEAR UP Program site-based college centers, library collection improvement, and professional development; funded by U.S. ED award to RTI.	\$224,829	D. Milberg Fund 205 Dept. 9999

**AMENDMENTS TO EXISTING CONTRACTS**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Amendment Amount, Contract Total</b>	<b>Responsible Administrator, Funding Source</b>
Multnomah County Health Department	07/01/12 through 12/31/12 Year 2 of Contract	IGA/R 58981 Amendment 1	Grant, Madison & Roosevelt HS: Funds will support the renovation of school-based health clinics at the above schools; funded through a U.S. Department of Human Services award to County.	\$57,630 \$302,530	T. Magliano Fund 205 Dept. 9999 Grant G1221

**LIMITED SCOPE REAL PROPERTY AGREEMENTS and AMENDMENTS**

No Limited Scope Real Property Agreements and Amendments

*N. Sullivan*

**RESOLUTION No. 4639**

Personal / Professional Services, Goods, and Services Expenditure Contracts  
Exceeding \$150,000 for Delegation of Authority

**RECITAL**

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

**RESOLUTION**

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into agreements in a form approved by General Counsel for the District.

**NEW CONTRACTS**

No New Contracts

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

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>
TriMet and City of Portland	09/01/12 through 06/20/13	IGA 593xx	District-wide: Implementation of student transit pass project to provide free transportation on regular TriMet and Portland Streetcar service routes to students enrolled at District high schools and designated Education Options Department programs.	\$950,000	T. Brady Fund 101 Dept. 5560

**AMENDMENTS TO EXISTING CONTRACTS**

No Amendments to Existing Contracts

*N. Sullivan*



Other Matters Requiring Board Action

The Superintendent RECOMMENDS adoption of the following items:

Number 4640 through 4643

## RESOLUTION No. 4640

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 \$482,000,000 of General Obligation Bonds and Providing for Related Matters.

### RECITALS

- A. After an extensive public process, at its meeting on July 9, 2012, the Board directed PPS staff to develop a general obligation bond ballot measure and explanatory statement for the Preferred School Construction Bond Proposal and present those documents to the Board at its meeting on August 20, 2012, so that the Board may approve those documents prior to their submission to the county elections officer, and
- 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

### RESOLUTION

NOW, THEREFORE, the Board of Directors of Portland Public Schools, Multnomah County, Oregon, resolves as follows:

- 1. A measure election is hereby called for the purpose of submitting to the electors of PPS the question of contracting general obligation bonded indebtedness in the name of PPS in an amount not to exceed \$482,000,000. Bond proceeds will be used to finance the capital costs described in the attached Exhibit A. The measure election hereby called shall be held in the District on the 6th day of November, 2012. 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 her designee (the "Authorized Representative") to take any actions necessary to place the measure that is attached as Exhibit A on the November 6, 2012, election ballot, and to place the explanatory statement that is attached as Exhibit B in the voters pamphlet for that election. The Authorized Representative shall file the measure and explanatory statement with the elections officer of Multnomah County not later than September 6, 2012.
- 3. PPS hereby declares its official intent to reimburse itself with the proceeds of the Bonds for any of the expenditures incurred by it prior to the issuance of the Bonds.
- 4. PPS authorizes the Superintendent to develop a charter for a Superintendent's Citizen Accountability Committee to assist the Superintendent and School Board in monitoring the planning and progress of the bond program and to recommend six committee members and a chairperson to the Board for appointment.
- 5. The law firm of Hawkins, Delafield & Wood LLP, is hereby appointed to serve as Bond Counsel with respect to the issuance of the Bonds. PPS will pay the fees and expenses of bond counsel and underwriter and other associated costs of issuance from Bond proceeds.

ADOPTED by the Board of Education of Portland Public Schools, Multnomah County School District No. 1J, Multnomah County, Oregon this 20th day of August, 2012.

**PORTLAND PUBLIC SCHOOLS  
MULTNOMAH COUNTY, OREGON**

ATTEST:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Directors

Attachments:

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

*C.Sylvester/J. Owens*

Exhibit A

CAPTION:

PORTLAND PUBLIC SCHOOL DISTRICT  
BONDS TO IMPROVE SCHOOLS

QUESTION:

Is the Portland Public School District authorized to issue up to \$482 million of general obligation bonds to improve schools? 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:

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

Replace leaking, worn or deteriorating school roofs,

Renovate or replace schools,

Strengthen schools against earthquakes,

Repay loans for capital costs, including 9 roof replacements, 47 boiler conversions, and the Rosa Parks School,

Increase access to schools for students, teachers and visitors with disabilities, and

Upgrade science classrooms at middle grade schools.

Citizen accountability and oversight and annual audits of bond projects and expenditures will be required.

The bonds may be issued in multiple series and each series may mature over no more than 21 years.

Most bonds will mature in eight years or less. Bond cost for eight years is estimated at about \$1.10 per \$1,000 of taxable assessed property value, then reducing to about thirty cents per \$1,000. For this measure, the cost for a house assessed at \$150,000 for property tax purposes would be about \$165 a year for eight years, then reducing to about \$45 per year.



## **Exhibit B**

### **I. Explanatory statement**

Portland Public Schools is the largest school district in Oregon, with 78 schools and over 47 thousand students.

On average, Portland Public Schools' buildings are older than 65 years. Some were built over 100 years ago; more than half were built before 1940. Only two schools have been built in the last 30 years.

Years of budget reductions have deferred upgrades to school building operational and safety systems in order to direct funds to teachers and learning materials. Portland voters have not approved capital bond funds to upgrade school facilities since 1995. Portland Public School buildings are some of the most heavily used public buildings in Portland with thousands of school and non-school events each year.

During the past year, Portland Public Schools convened a Long Range Facility Plan Advisory Committee led by citizen volunteers. The Committee reviewed enrollment forecasts and assessments of facilities conditions including seismic safety and accessibility for schools. The facilities assessments were used to rate the school buildings most in need of major repair, complete upgrade or replacement.

The Long Range Facility Plan states that Portland Public Schools should create effective, accessible and inclusive learning environments that help all students achieve. The entire committee agreed that capital bonds would be required in order to renovate/replace facilities and meet enrollment requirements in the next 10 years.

Guided by the Advisory Committee's findings, the Board of Education proposes that bonds fund capital projects for school and classroom renovation, construction, and upgrades, including projects that:

- Replace leaking, worn or deteriorating school roofs,
- Renovate or replace schools,
- Strengthen schools against earthquakes,
- Repay loans for capital costs, including 9 roof replacements, 47 boiler conversions, and the Rosa Parks School,
- Increase access to schools for students, teachers and visitors with disabilities, and
- Upgrade science classrooms at middle grade schools.

This bond would renovate Franklin High School, Grant High School and Roosevelt High School, and would replace Faubion PreK-8 school. It would also begin planning for upgrade of all high schools in coming years.

## Accountability for bond expenditures

- An independent group of citizens from the community will review quarterly reports and annual audits of how the bond dollars are being spent to provide accountability to the public until construction is complete.

The total principal amount of bonds authorized by the measure is limited to and cannot exceed \$482 million.

Bond cost is estimated at about \$1.10 per \$1,000 of taxable assessed property value for eight years, reducing to about thirty cents per \$1,000 for the remaining years. For a house with a taxable assessed value of \$150,000 the estimated property tax would be about \$165 a year for eight years, then reducing to about \$45 per year.

## RESOLUTION No. 4641

### Adopting the Portland Public Schools Board of Education's Priorities and Goals for 2012-2013

#### RECITALS

- A. The Portland Public Schools Board of Education ("Board") is committed to the achievement and success of all students. Student success is the Board's first and highest priority.
- B. The Board's priorities are informed by the District's Milestones, Strategic Framework, and Achievement Compacts, which remain the District's adopted goals and focus.
- C. The Board's Priorities provide a framework to guide the Board's work for the 2012-13 School Year. The Board will review these priorities on a yearly basis.
- D. The Board has established the following 2012-2013 priorities and goals:

**The Board champions a bold vision that supports student success.** The Board provides guidance and approves a clear educational vision that has genuine ownership by the community, Superintendent and the Board.

**The Board leads on equity.** The Board ensures all students have the opportunity to achieve the District's education milestones and continues to close the achievement gap. The Board's equity lens is highly visible and reflected in all aspects of Board and District operations.

**The Board provides sound fiscal oversight on District budget and assets.** The Board's adopted budget is aligned with the educational vision and prioritizes the allocation of resources to improve student achievement and provide a core curriculum to all students. In accordance with the Equity Policy, the Board ensures that resources are differentiated to support the success of all students. The Board and Superintendent develop priorities to guide contract negotiations and the Board maintains and actively supports upgrading District assets.

**The Board demonstrates leadership in authentically engaging the community.** The Board develops relationships with individuals, organizations, and communities PPS serves in order to listen and learn from constituents throughout the district.

**The Board increases effectiveness.** The Board identifies its work and focus areas for 2012-13 to support the student success as outlined by the Strategic Plan. The Board sets goals and engages in annual self-evaluation to improve Board effectiveness and ensures effective District leadership through the evaluation of the Superintendent.

#### RESOLUTION

The Portland Public Schools Board of Education adopts these Priorities and Goals for the 2012-2013 school year.

## RESOLUTION No. 4642

### Adoption of 2012-2013 District Performance Audit Plan

#### RECITALS

- A. The Board of Education for Portland Public Schools established the position of District Performance Auditor to help improve the accountability and performance of Portland Public Schools through independent auditing and reporting.
- B. The goals of the District Performance Auditor are:
- To improve program effectiveness and efficiency;
  - To provide useful, objective, and timely information; and
  - To strengthen administrative and management systems and controls.
- C. Per Board Policy 1.60.040, the auditor shall submit an annual audit plan to the Audit Committee for review and comment. In consultation with the Board of Education and senior PPS staff, the auditor selects topics based on potential for cost savings and service improvements; level of public and school board interest; evidence of problems or wrongdoing; risk of loss or abuse; and availability of audit staff.
- D. On July 30, 2012, the Board received an overview from the District Performance Auditor of his proposed audit plan for 2012-2013.

#### RESOLUTION

The Board of Education for Portland Public Schools approves the following Performance Audit Plan for 2012-2013:

1. **School Improvement Plans: Development and Use of School Improvement Plans to Improve School Performance**
2. **Improving Graduation Rates: An Assessment of Strategies to Reduce Dropouts and Improve Graduation**

*R. Tracy*



**RESOLUTION No. 4643**

Recommended Grievance Decision Regarding Employee #019927

**RECITALS**

- A. A Step 2 grievance hearing was held pursuant to the grievance provisions of the PPS/PFSP 2011-2013 Agreement and the hearing officer has issued a decision, and the Superintendent recommends adoption of that decision.
- B. The Agreement between PPS and PFSP expressly excludes grievances concerning employee evaluations from consideration at Step 3.

**RESOLUTION**

The decision dated June 4, 2012 in the PFSP Employee #019927 grievance is hereby adopted as the decision of the Board, and the grievance is further denied as procedurally invalid.

**RESOLUTION No 4644**

Minutes

The following minutes are offered for adoption:  
June 11 and 25, July 9 and 16, and August 6, 2012