

Special Meeting and Work Session
Tuesday, January 21, 2025 6:00 PM

Dr. Matthew Prophet Education Center - Board
Auditorium
501 N. Dixon St
Portland, OR 97227

Agenda

1. Consent Agenda - Resolutions 7039 - 7042 Vote - Public comment accepted
 - 1.(a) Resolution 7039 - Authorizing Off-Campus Activities
 - 1.(b) Resolution 7040 - Adoption of the Minutes
 - 1.(c) Resolution 7041 - Settlement Agreement
 - 1.(d) Resolution 7042 - Revenue Contracts
2. 6:05 pm - Resolution to Appoint Representatives to the 2024-2025 Parent Advisory Committee (PAC): Distribution of Donations for Staffing (Resolution 7043) Vote - Public Comment Accepted
3. 6:15 pm - Board Reviews a draft of the 25-26 School Calendar
4. 6:25 pm - Budget Work Session
5. 7:55 pm - Adjourn

RESOLUTION No. 7040

Adoption of the Minutes

The Following Minutes are offered for Adoption:

- January 07, 2025 – Regular Meeting



Meeting Minutes

(draft)

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Submitted by:

Kara Bradshaw

Kara Bradshaw

Executive Assistant / Board Clerk
Portland Public Schools

Pursuant to notice made by posting to the Board's public notices webpage and mailed to persons on the mailing list, a Regular Meeting of the Portland Public Schools Board of Education was held at Dr. Matthew Prophet Education Center, 501 N. Dixon St., Portland, OR 97227 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Attendance

Director Julia Brim-Edwards:	Present
Director Michelle DePass:	Present
Director Herman Greene:	Present
Gary Hollands:	Present
Director Andrew Scott:	Present
Patte Sullivan:	Present
Director Edward Wang:	Present
Student Representative JJ Kunsevi:	Present

Opening

6:10 pm

The meeting was called to order by Chair Eddie Wang at 6:10 pm.

Chair Wang provided an update on the status of filling the upcoming Board vacancy, noting that they have three candidates to consider. The candidates will be interviewed and the Board will vote on a candidate on January 13, 2025. There was discussion on the format of the interviews.

Election of Board Leadership (Resolutions 7025 and 7026)

6:14 pm

There was no discussion.

Actions:

Director Brim-Edwards moved and Director Patte Sullivan seconded the motion to elect Director Eddie Wang as Board Chairperson. The motion was put to a voice vote and passed.

Brim-Edwards: Yes, DePass: Yes, Greene: Yes, Hollands: Yes, Scott: Yes, Sullivan: Yes, Wang: Yes (Yes: 7, No: 0)

Director Brim-Edwards moved and Director Hollands seconded the motion to elect Director Michelle DePass and Board Vice-Chairperson. The motion was put to a voice vote and passed.

Brim-Edwards: Yes, DePass: Yes, Greene: Yes, Hollands: Yes, Scott: Yes, Sullivan: Yes, Wang: Yes (Yes: 7, No: 0)

Superintendent's Report

6:18 pm

Superintendent Armstrong thanked board members for their service and provided an update on initiatives to support American Indian and Alaska Native students, including enhanced academic support, staff development, and plans for Native-focused centers within already modernized buildings. The initiatives

are in direct response to a letter submitted by the Indian Parent Committee. A community meeting was announced for March 3rd to discuss these efforts and the timeline.

Student Representative's Report

6:27 pm

Student Representative JJ Kunsevi provided an overview of recent activities and provided comment on the student proposed Student Use of Electronic Devices Policy, specifically focusing on restrictions on cell phone use during lunch, indicating that student feedback is that they do not want lunchtime restrictions. District Student Council (DSC) Representative Clara Raan provided comment on the student use of electronic devices policy, stating that she does not support a lunch time restriction, noting that the current restriction at Ida B. Wells is not effective.

Public Comment

6:33 pm

Student Comment:

- Tate Segal – Boys volleyball
- Anna Rogosin – Softball field access at Cleveland
- Katzi Rivera – Support for a Native Success Center

General Public Comment

- Tyler Wallou – Condemn the genocide of Palestinians.

Union Comment

6:47 pm

- Portland Association of Teachers (PAT) :
PAT President Angela Bonilla shared kudos and provided comment in support of a general obligation bond, urging everyone to advocate at the state level for adequate funding and lifting the cap on special education funding.

Resolution to Affirm Rights of Undocumented Students and Protocols for Immigration and Customs Enforcement (ICE) Access to Schools (Resolution 7030)

6:53 pm

Staff: Dr. Jon Franco and Dr. Renard Adams

It was noted that Resolution 7030 is an updated resolution that was first adopted in 2017 with updates to reflect current laws and practices. Staff outlined the district's plan to support students and families, noting that the plan adheres to all applicable laws including "school sanctuary" laws, includes efforts to inform students and families about their rights and the implementation of school-based training to ensure staff are equipped to support immigrant students and families. Board members asked questions and provided comments, including whether PTAs and community partners would be included in training and the role of community partners in supporting family training initiatives.

Public Comment:

- Magali Rabasa – Call for urgent action to support undocumented students.
- Ana Araujo – Take urgent action to ensure the classroom is a safe space for all students.

Actions:

Director DePass moved and Director Hollands seconded the motion to approve Resolution 7030. The motion was put to a voice vote and passed with Student Representative Kunsevi voting yes (unofficial)

Brim-Edwards: Yes, DePass: Yes, Greene: Yes, Hollands: Yes, Scott: Yes, Sullivan: Yes, Wang: Yes (Yes: 7, No: 0)

Resolution Authorizing Operating Agreement with Albina Vision Trust (Resolution 7024)

7:13 pm

Staff: Dan Jung – Chief Operating Officer; Liz Large – Contracted Senior Legal Advisor; Dana White – Director, Planning & Property Management

Staff provided an overview of the status of the ongoing work, noting that they are working closely with Albina Vision Trust and to complete the minimum criteria document that ensures functionality and operational features align with modern needs. There was discussion regarding the minimum criteria for relocation, including defining "centrally located" and addressing parking availability. It was noted that administrative and warehouse functions may need to be housed separately due to location constraints. Board approval will be required for the minimum requirements. A sense of urgency was expressed regarding the need to move forward due to the deteriorating condition of the current building.

Actions:

Director Greene moved and Director Hollands seconded the motion to approve Resolution 7024. The motion was put to a voice vote and passed, with Student Representative Kunsevi voting yes (unofficial)

Brim-Edwards: Yes, DePass: Yes, Greene: Yes, Hollands: Yes, Scott: Yes, Sullivan: Yes, Wang: Yes (Yes: 7, No: 0)

Second Reading of a Policy: Student Use of Electronic Devices Policy x.xx.xxx-P (Resolution 7029)

7:25 pm

Board Members provided comments on the proposed policy. Discussion included balancing student voice with creating effective policies. It was noted that the policy provides the Superintendent the ability to create exceptions. Superintendent Armstrong provided comments on the policy, noting the challenges of enforcing a lunchtime phone restriction.

Public Comment:

- Cayley Linn – Allow phones at lunchtime
- Jorge Sanchez Bautista – Allow phones at lunchtime
- Ian Ritorto – Allow phones at lunchtime
- Maya Pueo von Geldern – The policy sets clear rules for teachers to follow. Suggests a strong implementation plan.

Actions:

Director Brim-Edwards moved and Director Greene seconded the motion to approve Resolution 7029. The motion was put to a voice vote and passed, with Student Representative Kunsevi voting no (unofficial)

Brim-Edwards: Yes, DePass: Yes, Greene: No, Hollands: No, Scott: Yes, Sullivan: Yes, Wang: Yes (Yes: 5, No: 2)

Referral of a 2025 General Obligation Bond (Resolution 7038)

8:13 pm

Staff: Dan Jung – Chief Operating Officer and Deborah Kafoury – Chief of Staff

Director Scott reflected on the importance of the bond and the strength of the package. Board Members asked questions, including what features will be included in the Cleveland and Ida B. Wells modernizations. Staff confirmed that the schools will have bells and whistles, adding that each school has a different set of special features depending on the school. Staff provided an overview of the design phases and confirmed that the plan for Cleveland includes off-site athletics with the site location still under consideration.

Public Comment:

- Jazzmin Reece – The time to pass the bond is now. Need to advocate legislature for more money from state.

Public Comment on Subsidiary Motion:

- Lucas Hunter – In support of a Center for Native American Student Excellence
- Lisa Jackson – In support of a Center for Native American Student Excellence

Actions:

Director Scott moved and Director Hollands seconded the motion to approve Resolution 7038. The motion was put to a voice vote and passed.

Brim-Edwards: Yes, DePass: Yes, Greene: Yes, Hollands: Yes, Scott: Yes, Sullivan: Yes, Wang: Yes, Kunsevi: Yes (unofficial) (Yes: 7, No: 0)

Subsidiary Motions:

Julia Brim-Edwards moved and Director Greene seconded the motion to amend Resolution 7038 to add \$40 million to the 2025 Bond, increasing the total bond amount, to fund investment in the planning for and creation of a Center for Native American Student Excellence and to direct staff to amend the proposed ballot title and explanatory statements to effect that amendment. The motion was put to a voice vote and failed.

Brim-Edwards: Yes, DePass: No, Greene: Yes, Hollands: No, Scott: No, Sullivan: No, Wang: No, Kunsevi: Yes (unofficial) (Yes: 2, No: 5)

Board Committee and Conference Reports

9:34 pm

- Audit Committee: The Committee received a presentation on the Annual Comprehensive Financial Report, with no findings, and a Year 5 2024 Annual Bond Performance Audit.

Consent Agenda: Resolutions 7031 through 7037

9:36 pm

No items were pulled from the agenda and there was no Board discussion.

Actions:

Director Scott moved and Director Greene seconded the motion to approve the Consent Agenda, including Resolutions 7031-7037. The motion was put to a voice vote and passed.

Brim-Edwards: Yes, DePass: Yes, Greene: Yes, Hollands: Yes, Scott: Yes, Sullivan: Yes, Wang:
Yes (Yes: 7, No: 0)

Adjourn

Board Chair Eddie Wang adjourned the meeting at 6:30 pm.

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Resolution No. 7024

Resolution Authorizing Operating Agreement with Albina Vision Trust

RECITALS

- A. On February 20, 2024, the Portland Public Schools Board of Education approved Resolution 6861, authorizing PPS to prepare for the sale of the Dr. Matthew Prophet Education Center (PEC). Resolution 6861 directed that a timeline be developed to identify a New Headquarters and New Warehouse site within 12 months that could be acquired on, among other terms, an all-in cost-neutral-to-PPS basis so that AVT could ultimately acquire the 10.5-acre PEC site in transaction that meets or exceeds the appraised value of the PEC.
- B. Resolution 6861 also directed that, within 60 days, Minimum Criteria for the New Headquarters and New Warehouse sites be created. Resolution 6861 also required a joint creation of a Work Plan with AVT to fulfill the objectives of the Resolution.
- C. After diligent work within the first 60 days after approval of Resolution 6861, AVT and PPS agreed that additional work and expertise was needed to identify and define the Minimum Criteria, and the District, with Board approval when required, contracted for subject-matter experts to perform those services.
- D. The subject-matter consultants began their work to assess the space needs across the dozens of functions that are housed at the PEC in September 2024, and PPS expects the consultant reports to be delivered in early 2025.
- E. The parties have negotiated an Operating Agreement that governs the manner in which the parties will collaborate and the mechanism for reimbursement of reasonable third-party costs incurred by PPS in fulfilling the objectives of Resolution 6861. That Operating Agreement is attached as Exhibit A.

RESOLVED

- 1. The Board recognizes that the District needs more time than the original timeline provided in Resolution 6861 to develop the Minimum Criteria and other deliverables. The Board expects the District to provide the Minimum Criteria to the Board for review and approval as soon as reasonably possible after the consultants complete their analysis and recommendations in early 2025.
- 2. The Board authorizes the Superintendent to enter into the Operating Agreement with AVT attached hereto as Exhibit A.

Exhibit A (to the Resolution)

**OPERATING AGREEMENT
BETWEEN AVT AND PPS FOR
DR. MATTHEW PROPHET EDUCATION CENTER**

This Operating Agreement (“**Agreement**”), dated [INSERT DATE], is executed by and between **SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON**, a public school district organized under the laws of the State of Oregon (“**PPS**”), owner of the Dr. Matthew Prophet Education Center located at 501 N. Dixon St., Portland, OR 97227, located on the real property legally described on **Exhibit A** to this Agreement (“**PEC**”), which it uses as a headquarters, warehouse, and multiple operational functions, and the **ALBINA VISION TRUST, INC.**, an Oregon nonprofit corporation (“**AVT**”), which desires to acquire the PEC. This Agreement outlines the terms and conditions under which PPS and AVT (each, a “**Party**”, and collectively, the “**Parties**”) will work together in pursuit of the outcomes listed in PPS Board of Education (“**Board**”) Resolution No. 6861 (“**Resolution 6861**”), attached as **Exhibit B** to this Agreement, and the recitals of this Agreement.

RECITALS:

WHEREAS, AVT desires to acquire PEC from PPS and PPS desires to convey PEC to AVT in exchange for the payment or payments to cover all costs incurred by PPS to purchase, improve, and relocate current PEC functions to one or more sites (“**Transaction**” or **Transactions**);

WHEREAS, Resolution 6861 requires that PPS and AVT enter into an Operating Agreement to define the roles and responsibilities of the Parties with respect to the Transactions and set forth the terms of approval and reimbursement of costs incurred by PPS in complying with Resolution 6861; and

WHEREAS, this Agreement is intended to define the roles and responsibilities of the Parties and to provide for the terms of approval and reimbursement of certain costs incurred by PPS, as set forth herein, in anticipation of the Transactions, subject to APA or APAs;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the sufficiency of which is hereby expressly acknowledged, the Parties hereby agree as follows:

OBLIGATIONS:

ARTICLE 1 - GENERAL AGREEMENT TERMS

Section 1.01. Making of Agreement and Complete Relocation Costs.

Subject to the terms and conditions of this Agreement, AVT shall pay or reimburse all costs associated with PPS’s:

(1) Determination of PEC-replacement criteria, as later addressed in this Agreement;

(2) Search for and identification of Relocation Sites, as later defined in this Agreement;

(3) Acquisition and improvement of the chosen Relocation Sites to meet Minimum Requirements and Desired Features associated with the chosen Relocation Sites, as later defined in this Agreement;

(4) Acquisition of all FFE (defined below) required for PPS's operations at the Relocation Site that is not moved from PEC, and disposal of or recycling any FFE at PEC that is not moved to the Relocation Sites;

(5) Move to Relocation Sites, including any temporary Relocation Sites that may be required, as later addressed in this Agreement;

(6) Termination/buyout of that certain Real Property Agreement by and between PPS and Multnomah County for lease of space within PEC, dated June 8, 2000, and as amended June 1, 2001, and December 1, 2008 (the "**County Lease**");

(7) Any other actions required by this Agreement or mutually agreed as necessary to complete the disposition and acquisition of the PEC and Relocation Sites and PPS's improvement of and relocation to the Replacement Sites.

The costs set forth in (1) – (7) above, and such other costs as may be incurred pursuant to this Agreement and to comply with Resolution 6861, are collectively referred to herein as the "**Complete Relocation Costs**".

Section 1.02. Relocation Sites.

"**Relocation Sites**" are defined as the one or more parcels of real property and improvements selected by PPS and reasonably agreed to by AVT for relocation from PEC of PPS's administrative headquarters and warehouse, operational and all other functions.

Section 1.03. Cost-Neutral Transaction.

The Parties have agreed that the Complete Relocation Costs associated with Relocation Sites and the disposition of PEC to AVT and any other transaction or expense required to complete the Transactions contemplated by this Agreement, shall be on an all-in cost-neutral basis for PPS. As used herein, "**all-in cost-neutral**" means that PPS shall incur no material out-of-pocket costs in association with the Transactions other than short-term expenditures that are subject to reimbursement pursuant to the terms of this Agreement, and there shall be no material financial difference to PPS whether PPS retains and continues operations from PEC or acquires and relocates to the Relocation Sites. AVT shall pay Complete Relocation Costs as set forth in this Agreement, and, in consideration thereof and as set forth in the PEC Purchase and Sale Agreement, as defined below, PPS shall convey PEC to AVT.

ARTICLE 2 – DEVELOPMENT OF WORK PLAN.

Section 2.01. Work Plan Requirement.

The Parties shall cooperate in good faith to develop a mutually acceptable Work Plan, as described in Resolution 6861, which includes PPS's Minimum Requirements that the Relocation Sites must satisfy, Desired Features (acknowledging that the ultimately selected and approved Relocation Sites may not include all Minimum Requirements or Desired Features), details and deadlines for the milestones described in Section 3.02 below, and such other matters as the Parties may elect to include in the Work Plan to accomplish the purposes of Resolution 6861. It is intended that the Work Plan will be dynamic and subject to change with the mutual reasonable approval of both Parties to reflect new information and other evolving aspects of the Transactions over the course of the Transactions.

Section 2.02. Minimum Requirements.

The Relocation Sites shall meet minimum requirements established by PPS and approved by the Board ("**Minimum Requirements**"). The Minimum Requirements are intended as the minimum "must-have" features that establish baseline requirements for Relocation Sites that reflect the current functionality of PEC operations in order to replace the functions that are currently housed within the PEC.

Section 2.03. Desired Features.

Additional desired features separate from the Minimum Requirements ("**Desired Features**") may also be established by PPS and utilized in selecting, designing, and improving the Relocation Sites, but will not be strictly required of any particular Relocation Site as determined by PPS, subject to Section 2.04 below and the mutually approved Overall Budget (as defined in Section 6.01 below). Desired Features associated with agreed-to Relocation Sites shall be included in Complete Relocation Costs.

Section 2.04. Framework of Minimum Requirements and Desired Features.

This framework is intended to ensure that the Relocation Sites satisfy the Minimum Requirements and such Desired Features as may be determined to be available during the site selection process. PPS recognizes that no Relocation Site is likely to possess all Minimum Requirements and Desired Features, and that substantial improvements and building renovations and/or additions may be required to meet the Minimum Requirements and available Desired Features. The Parties acknowledge and agree that, as conditions to PPS's commitment to vacate PEC and convey PEC to AVT, the Relocation Sites shall meet the Minimum Requirements to PPS' satisfaction; the Transactions and are confirmed to be all-in cost-neutral to PPS and are approved by the Board in its sole discretion; the Relocation Sites are acquired, improved and furnished to PPS's specifications; and PPS shall have completed its relocation to the Relocation Sites unless otherwise agreed to by the Parties. The Parties intend that PPS is able to relocate on an all-in cost-neutral basis to PPS to facilities that are at least functionally comparable to its current PEC operations.

Section 2.05. Current Furnishings and Equipment in PEC.

The Parties agree that furnishings, movable fixtures, equipment and other personal property ("**FFE**") should be moved from PEC to the Relocation Sites if the cost to move such FFE is less than the cost to acquire new FFE for the Relocation Sites, taking into account the remaining useful

life of existing FFE. The cost of acquisition, relocation and disposal of FFE, as applicable, shall be included in Complete Relocation Costs as one or more Budget Categories in the Overall Budget (as described below).

ARTICLE 3 – COOPERATION AND REGULAR MEETINGS.

Section 3.01. Meeting Requirement.

The Parties shall work together reasonably and in good faith to deliver the objectives of Resolution 6861 and meet regularly on a mutually agreeable schedule to develop and execute the Work Plan. This cooperation will be accomplished (where practical) through shared briefings from members of the Parties’ teams, as well as by shared attendance, in substantive meetings or calls with third parties engaged to assist in the Transactions contemplated by this Agreement.

Section 3.02. Milestones.

At certain milestones in the Work Plan, noted below or as indicated in the final Work Plan (as it may be revised as provided in Section 2.01), the Parties’ administrative leadership will meet to confirm the status of the Work Plan and agree on the prioritization of next steps in the Work Plan in consultation with any relevant Third Parties (defined below) engaged to assist in those transactions. The anticipated milestones for the relocation of the PEC functions for inclusion in the Work Plan include:

- (1) AVT’s Due Diligence on PEC;
- (2) Development of Plan and Timeline for Compliance with PPS Policies for Disposal of Surplus Property as They Apply to the Transfer of PEC to AVT;
- (3) Establish Minimum Requirements and Desired Features;
- (4) Establish Process for Site Evaluations (for those identified by RFP and otherwise);
- (5) Preparation and Issuance of a Property Search RFP;
- (6) Evaluate RFP Responses and Establish Top Site Selection List;
- (7) Assess Sites and Select Preferred Site Locations;
- (8) Evaluate existing FFE in PEC for either moving to Relocation Sites or disposal;
- (9) Development of an Overall Budget and Budget Categories for Acquiring, Developing and Moving to Relocation Sites;
- (10) Negotiation and execution of a Letter of Intent setting forth the business terms between AVT and PPS upon which a purchase and sale agreement for the transfer of PEC from PPS to AVT (“**PEC Purchase and Sale Agreement**”) shall be developed;

- (11) Negotiation and Execution of Letters of Intent with Sellers of Relocation Sites;
- (12) Negotiation and Execution of PEC Purchase and Sale Agreement, Which Shall Include Timing of Transfer and Sources of Funds;
- (13) Negotiation and Execution of Purchase and Sale Agreements with Sellers of Relocation Sites;
- (14) PPS's Due Diligence on Each Relocation Site;
- (15) Development of Plans for Improvement of Selected Relocation Sites and Related Permitting;
- (16) Relocation Plan and Timeline Development, Including Timeline for Negotiations concerning the County Lease; and
- (17) Improvement of Relocation Sites and Relocation.

ARTICLE 4 – FEASIBILITY OF RELOCATION SITES AND PEC.

Section 4.01. PPS's Duties Regarding Due Diligence on Relocation Sites.

PPS shall exercise commercially reasonable efforts to perform due diligence as necessary to assess initial feasibility on potential Relocation Sites (the “**Due Diligence**”) as determined by PPS in its sole discretion. Although Due Diligence on selected Relocation Sites will occur following execution of a purchase and sale agreement for each such site, the Parties acknowledge that certain Due Diligence may be necessary or desirable as part of the site identification process. Such Due Diligence may include in PPS's sole discretion, but is not limited to, title review, a property and/or capital needs assessment, space planning proposals, a Phase I Environmental Site Assessment and its additional recommended testing (as applicable), zoning analysis, as-built CAD surveys, and ALTA surveys.

Section 4.02. AVT's Due Diligence on PEC.

At such time as shall be set forth for AVT's performance of due diligence on PEC in the Work Plan, AVT shall have a non-exclusive right and license for AVT and AVT's representatives, agents, and contractors to enter upon PEC for the purposes of investigating and inspecting PEC and performing tests, studies and analyses with respect to PEC. However, AVT may not enter PEC without giving PPS's designated representative at least two business days' advance written notice of what tests, studies or analyses AVT intends to have performed and when and where such tests, studies or analyses will be performed. PPS shall have the right to have a representative present for all such activities, and AVT, in making such entry and conducting such tests, studies, and analyses, shall not disrupt the business or occupancy of any of the existing occupants and tenants on PEC. In addition to the foregoing, prior to entering PEC, AVT shall provide to PPS proof of insurance satisfactory to PPS that AVT has in effect, at all times when AVT is authorized to come on PEC, commercial general liability insurance in a minimum amount of \$2,000,000, combined single limit per occurrence, insuring AVT against claims for personal injury, death, and

property damage or destruction. PPS shall be named as an additional insured on such policy. AVT agrees to indemnify, defend, and hold harmless PPS and its Related Parties for, from, and against any and all claims, expenses and/or losses (including reasonable attorneys' fees) ("Claims") arising out of AVT's exercise of the rights granted by this Section, including, without limitation, any Claims relating to mechanics' or materialmen's liens. AVT agrees, at its expense, to repair any damage to PEC as a result of its activities pursuant to this Section.

ARTICLE 5 – APPROVAL OF CONTRACTS AND EXPENSES.

Section 5.01. Contracts/Expenses.

PPS will provide to AVT a copy of, and its notice of intent to execute, any proposed contracts (including amendments thereto) or documentation supporting proposed expenses for which PPS will seek payment or reimbursement under this Agreement. Subject to Sections 5.02, 5.03 and 8.01 below, prior to executing any such proposed contract (or amendments thereto) or incurring proposed expenses, PPS will obtain AVT's approval. For the avoidance of doubt and subject to Section 5.03 below, AVT's approval pursuant to this Agreement is required for reimbursement.

Section 5.02. PPS's Legal Fees.

Notwithstanding any other provision of this Agreement, the Parties agree that PPS may incur up to \$200,000.00 in legal expenses, which are approved for reimbursement by AVT up to that pre-approved amount and which shall be included as a Budget Category (defined below) in the Overall Budget. If additional legal expenses are required to be incurred by PPS to complete the Transactions, such requirement shall be addressed in accordance with Section 6.02 below

Section 5.03. Emergencies.

In the event that PPS, in good faith, determines that immediate action on a proposed contract or other expense requiring AVT approval under Section 6.02 is necessary due to significant and imminent health or safety concerns or other comparable urgent considerations relating to PPS's public charge (each an "Emergency"), the period within which PPS must provide notice to AVT and obtain AVT's approval shall be 24 hours. If PPS determines a proposed contract must be executed or other expense incurred due to an Emergency and AVT does not approve, PPS may proceed to execute the proposed contract or incur the proposed expense, and PPS and AVT will submit the dispute for resolution through mediation or binding arbitration pursuant to Section 8.05 below. Notwithstanding the foregoing, if AVT fails to deliver a written notice of objection to an Emergency contract or expense for which a contract is not available within ten (10) calendar days following such request from PPS, AVT shall be deemed to have approved such Emergency contract or proposed expense.

Section 5.04. Pausing Work Already in Progress.

Subject to Article 7 below, AVT may, in its sole discretion and at any time prior to the execution by PPS of a purchase and sale agreement or agreements for Relocation Sites, notify PPS in writing that work associated with already-approved scopes should be paused, and PPS shall pause such work. Any such pause by AVT for any single period of more than one hundred twenty

(120) days, or for any period or periods of more than one hundred eighty (180) days in the aggregate following the date of this Agreement, shall entitle PPS to terminate this Agreement without default in PPS's sole discretion. Upon any such termination, AVT shall immediately reimburse or pay to PPS, as applicable, all Complete Relocation Costs incurred by PPS under and as provided in this Agreement as of such termination date and shall indemnify, defend and hold harmless PPS from and against any Claims resulting from such termination.

ARTICLE 6 – OVERALL BUDGET

Section 6.01. Overall Budget and Budget Categories.

After (or before at the mutual election of the Parties) the identification of Relocation Sites, the Parties will work together in good faith to create an estimated overall budget for the completion of the Transactions that result in an all-in, cost-neutral set of transactions for PPS, which will include all estimated costs associated with the identification, acquisition, design, improvements of, and relocation to, the Relocation Sites, and shall include reasonable general contingency amounts that may be applied to any Budget Category in PPS's reasonable discretion (“**Overall Budget**”). The Overall Budget shall be allocated among various budget categories that shall include, among others, acquisition costs; construction or improvement costs; design costs; permits; relocation costs; FFE acquisition, disposal, and relocation; and other amounts necessary to complete the identification, acquisition, design, improvement, preparation of, and relocation to, the Relocation Sites (individually, a “**Budget Category**” and, collectively, “**Budget Categories**”).

Section 6.02. Increase to Overall Budget and Budget Categories.

In the event that PPS determines that additional funds are necessary to complete the identification, acquisition, design, improvements, and/or preparation of and relocation to the Relocation Sites, including legal fees, PPS shall notify AVT in writing, specifying the additional amount required and the reasons for such increase. AVT shall notify PPS in writing of its approval of additional funds or basis for disagreement that additional funds are necessary. Both Parties agree to act in good faith and cooperate with each other to utilize reasonable efforts so that the transactions contemplated by this Agreement are completed within the Overall Budget to the extent reasonably practicable. Notwithstanding the foregoing, PPS shall have the right to use in PPS's discretion contingency amounts contained in the Overall Budget for any Budget Category.

ARTICLE 7 REIMBURSEMENT AND PAYMENT OF COSTS.

Section 7.01. Reimbursement Obligations.

AVT shall reimburse PPS for any and all reasonable costs, which are Complete Relocation Costs, including but not limited to the costs of Third Parties, defined below (so long as the proposed contracts (including amendments thereto) and expenses are in accordance with the Overall Budget approved by AVT or otherwise in accordance with this Agreement).

Section 7.02. Reimbursement Requests; Fund Transfers; Escrows.

Commencing as of mutual execution of this Agreement, PPS shall submit reimbursement requests to AVT on a calendar-quarter basis, with the first reimbursement request including any

amounts incurred by PPS up to that date. Each quarterly reimbursement request shall be submitted by PPS to AVT for reimbursement of eligible costs incurred by PPS or billed to PPS during the immediately preceding quarter not later than thirty (30) days following the conclusion of each respective quarter. Each reimbursement request item must include invoice backup. AVT shall remit payment for each quarterly reimbursement request to PPS within thirty (30) days of receipt of the request. AVT shall reimburse PPS so that the total Transactions are on an all-in cost-neutral basis for PPS. If the Transactions contemplated by this Agreement are not cost neutral and cost PPS excess funds, AVT shall pay to PPS the difference in costs to make the transactions contemplated by this Agreement cost neutral for PPS. PPS shall use best efforts to ensure that the costs it incurs and for which it seeks reimbursement are reasonable and necessary to meet the objectives of Resolution 6861. Notwithstanding the foregoing, in the event of any item of expense incurred by PPS in accordance with the Overall Budget exceeding \$250,000.00, PPS may require that AVT transfer funds to PPS to pay such costs when due rather than reimbursing PPS for such payments at the end of the quarter. PPS shall provide AVT with not less than thirty (30) days' advance written notice of the requirement for any such fund transfer, together with reasonable supporting documentation. Furthermore, as a condition to PPS entering into contractual obligations for major capital expenditures such as earnest money and purchase price payments under purchase and sale agreements for Relocation Sites, PPS may require that AVT cause to be deposited funds sufficient for satisfaction of such obligations in escrow with a mutually acceptable escrow agent for disbursement to PPS or its obligee when required to satisfy such obligations pursuant to terms of a mutually acceptable escrow agreement.

Section 7.03. Reimbursement and Payment are Not Contingent on Final Relocation.

Reimbursement and payment of costs under this Agreement are not contingent on the ultimate acquisition of any Relocation Sites. For the avoidance of doubt, Complete Relocation Costs will be limited to PPS's actual and reasonable out-of-pocket costs payable to Third Parties (as defined below) pursuant to the approved Overall Budget and Budget Categories and will not include internal staffing (including contracted general counsel services), overhead or other administrative costs of PPS, but will include costs of PPS's outside legal counsel.

Section 7.04. Availability of Funds.

Notwithstanding anything contained in this Agreement, PPS's obligations to contractually bind itself to third parties for the payment of materially significant expenses under this Agreement (as reasonably determined by PPS) are at all times subject to PPS having reasonable assurances as to the sources and availability of funds for AVT's performance of its obligations under this Agreement.

ARTICLE 8 – MISCELLANEOUS PROVISIONS.

Section 8.01. Third Parties.

PPS shall engage all third-party vendors, consultants, and other professionals to assist with assessment, identification, selection, acquisition, and improvement of and relocation to the Relocation Sites along with the disposition of PEC. These third parties may include but are not limited to: brokers, consultants, project managers, title and escrow companies, appraisers,

contractors, space planners, designers, movers, and attorneys (not including contracted general counsel services) (“**Third Parties**”). The Third Parties will not be subject to AVT’s prior approval, but must have demonstrable expertise in the particular scope/area of their engagement.

Section 8.02. Dispute Resolution Related to Cost Reimbursement.

Any disagreement about the reasonableness of any costs for which PPS seeks reimbursement or payment shall be subject to resolution pursuant to Section 8.08.

Section 8.03. Third-Party Work Product.

The Parties shall provide to each other copies of material draft and final versions of reports, consultant deliverables, and terms sheets and binding contracts (i.e., binding letters of intent, purchase agreements with seller of potential Relocation Sites, and due diligence reports), and shall provide to each other copies at predetermined milestones set forth in the Work Plan the site plans, CAD drawings, and cost estimates for identification, selection, acquisition, relocation, consulting, and other services related to the Relocation Sites. If AVT has questions or material concerns, the Parties will work together to consult with Third Parties responsible for the work product to address AVT’s questions and material concerns. PPS shall invite an AVT representative to material meetings (where practical) with third-party consultants focused on design and cost estimating of the improvements of the Relocation Sites, and PPS will also invite AVT to material site tours (excluding Executive Sessions of the Board). The Parties shall have no right to review any confidential or proprietary documents or communications, including, but not limited to, those prepared by each party’s respective attorneys and communications in Executive Sessions of the Board.

Section 8.04. Requests for Approval.

Whenever PPS is required or elects to obtain the approval of AVT for any matter under this Agreement, such approval shall not be unreasonably withheld or conditioned. If AVT shall not have granted or withheld its approval within fifteen (15) business days after PPS’s written request therefor, AVT shall be deemed to have granted such approval; provided, however, that with respect to requests for approval of material contracts valued in excess of \$250,000.00, the foregoing time period shall be twenty-five (25) business days.

Section 8.05. Dispute Resolution.

For any dispute, controversy or claim (excluding indemnification obligations) (each a “**Dispute**”) arising under this Agreement, the Parties shall comply with the following process:

a. Meet and Confer. AVT and PPS shall meet within ten (10) business days of either Parties’ receipt of a Dispute notice from the other to confer and resolve any such Dispute.

b. Mediation. If AVT and PPS are unable to resolve a Dispute during the meet and confer described in Section 8.05(a) above, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator. If AVT and PPS are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. If the

Parties are unable to reach agreement, the mediator shall notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties. The mediation costs, fees and expenses shall be shared equally by the Parties.

c. **Arbitration.**

1. The Parties shall first attempt mediation as specified in Section 8.05(b) above.

2. If AVT and PPS are unable to resolve a Dispute through mediation, the Dispute shall be submitted to binding arbitration before a qualified arbitrator under JAMS's Streamlined Arbitration Rules and Procedures. The place of arbitration shall be Portland, Oregon. The qualified arbitrator shall decide the issues submitted to them in accordance with the language, commercial purposes, intent and restrictions contained in this Agreement and Resolution 6861. Each Party to the arbitration shall cooperate with one another in the production and discovery of reasonably requested documents relevant to the Dispute. The submission and presentation of arguments shall be made to the qualified arbitrator at the earliest practicable date; and the qualified arbitrator shall unilaterally decide the Dispute in a written opinion which shall be conclusive and binding upon them. The qualified arbitrator shall not have the power to add to, subtract from or otherwise modify the provisions of this Agreement. The ruling and award (if any) of the qualified arbitrator shall be final and not subject to judicial review. Judgment on the award of the qualified arbitrator may be entered in any court having jurisdiction over the Parties against which enforcement of the award is being sought, and any Party may institute judicial proceedings to compel arbitration in accordance with the provisions hereof. The non-prevailing Party in an arbitration under this Section shall be responsible to pay the prevailing Party's attorney fees, costs, including costs of the arbitration.

d. Selection of Arbitrator. There will be one arbitrator. If, within twenty (20) days after a Party invokes arbitration hereunder by written notice to the other Party, the Parties have been unable to agree upon a mutually acceptable arbitrator, they will request that the Portland, Oregon office of JAMS appoint an arbitrator from among its panel of arbitrators, and JAMS then will conduct the arbitration.

e. Exceptions. Any Party may seek temporary equitable relief from any court of competent jurisdiction without being required to arbitrate under these procedures, to the extent that any event or circumstance arises such that the Party would be irreparably injured and no adequate remedy at law would exist for such Party; but the merits of the claims between the Parties that give rise to the need for such equitable relief, including any entitlement to permanent equitable relief, will be determined by arbitration in accordance with the provisions of these procedures.

Section 8.06. No Agency, Joint Venture or Partnership.

It is specifically understood and agreed to by and between the Parties that AVT and PPS hereby renounce the existence of any form of agency relationship, joint venture or partnership express or implied between AVT and PPS and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between AVT and PPS.

Section 8.07. Further Assurances.

In connection with this Agreement and the transactions contemplated hereby, the Parties hereby agree to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 8.08. Failure to Agree.

In the event the Parties, despite reasonable good faith efforts, are unable to reach agreement on any item requiring the Parties' agreement prior to closing of the acquisition of the Relocation Sites, such disagreement shall be subject to conference and mediation under Section 8.05(a) and (b). Failing agreement following such processes, then (a) either Party shall be entitled to terminate this Agreement upon written notice other Party, (b) notwithstanding anything contained in this Agreement to the contrary, neither Party shall be deemed to be in default under this Agreement and such failure to agree shall not be subject to arbitration under Section 8.05(c), and (c) upon such termination, AVT shall pay to PPS for all Complete Relocation Costs incurred to date or subsequently payable by PPS under any contractual obligations entered into by PPS prior to such termination in accordance with the terms of this Agreement, and PPS and AVT shall thereafter have no further rights or obligations under this Agreement. The provisions of this Section 8.08 shall survive termination of this Agreement.

Section 8.09. Default and Remedies.

(a) If either Party shall default in any of the terms or provisions of this Agreement, and such Party shall fail to cure any such default within thirty (30) days following written notice thereof given by the non-defaulting Party, then such non-defaulting Party shall have the right to terminate this Agreement and/or pursue any other right or remedy available at law or in equity, including the right to demand and obtain specific performance; provided, however, the non-defaulting Party shall only be entitled to seek recovery of actual damages which directly result from the defaulting Party's breach, each Party hereby waiving and covenanting not to assert any right to seek or obtain any other damages (including, but not limited to, incidental, consequential, or punitive damages, which are expressly and specifically waived and released by each party) resulting from the other Party's breach. Any portion of the Complete Relocation Costs not paid within thirty (30) days after the due date thereof shall accrue interest at the rate of nine percent (9%) per annum from such due date until paid.

(b) Upon any termination of this Agreement, PPS will be entitled to recover from AVT all Complete Relocation Costs that are due and owing as of such termination or subsequently payable by PPS under any contractual obligations entered into by PPS prior to such termination in accordance with the terms of this Agreement.

(c) The provisions of this Section 8.09 shall survive termination of this Agreement.

Section 8.10. Notices.

Unless otherwise provided, any notice under this Agreement shall be given in writing and shall be deemed effectively given upon the earlier of actual receipt or (a) personal delivery to the

Section 8.13. Severability.

Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transactions contemplated hereby be consummated as originally contemplated on an all-in cost-neutral basis to PPS.

Section 8.14. Successors and Assigns.

Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto (or their respective successors and assigns) any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

Section 8.15. Governing Law.

All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Oregon.

Section 8.16. Submission to Jurisdiction.

The Parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the United States District Court for the District of Oregon or in the Multnomah County Circuit Court, so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Oregon; subject to the provisions of Section 7.05. Each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient form.

Section 8.17. Waiver of Jury Trial.

Each party hereto hereby acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 8.18. Attorneys' Fees.

Each Party shall pay the other Party's reasonable legal costs and attorney's fees incurred in successfully enforcing or defending against the other party with respect to any covenants, terms or conditions of this Agreement. The provisions of this Section 8.18 shall survive any termination of this Agreement.

Section 8.19. Other General Provisions.

Time is of the essence with respect to this Agreement. This Agreement is between AVT and PPS. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement. This Agreement has been reviewed and revised by legal counsel for both AVT and PPS, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

Section 8.20. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement signed with electronic signatures and/or delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 8.21. Governance and Additional Terms.

All PPS transactions and contracts remain subject to applicable PPS policies, Board approvals and governing laws.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the date first written above.

Albina Vision Trust, Inc.

By: _____
Name: _____
Title: _____

[Signature Page to Operating Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the date first written above.

School District No. 1J, Multnomah County, Oregon

By: _____
Name: _____
Title: _____

(Exhibit A to the Operating Agreement)

EXHIBIT A
PEC PARCELS
(Legal Descriptions)

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

Lots 1 and 2, Block 2, and Lots 1 through 18, inclusive, Block 3, DELMER SHAVER'S SECOND ADDITION TO THE CITY OF PORTLAND; Lots 10 through 18, inclusive, Block 18; and Lots 1 through 18, inclusive, Block 19, IRVING'S HARBOR VIEW; and Lots 1 through 9, inclusive, Block 18, ELIZABETH IRVING'S ADDITION TO THE CITY OF EAST PORTLAND, all in the City of Portland, County of Multnomah and State of Oregon, TOGETHER with those portions of vacated North Hancock Street, North Benton Avenue, North Ross Avenue and North Wheeler Place which inured to the above described property by reason of City of Portland Vacation Ordinance No. 142516, recorded October 26, 1976 in Book 1135 page 1212, Multnomah County Records; ALSO a tract of land located in the southwest 1/4 of Section 27, Township 1 North, Range 1 East of the Willamette Meridian, Multnomah County, Oregon, said tract being a portion of North Hancock Street and North Ross Avenue as now vacated by City of Portland Ordinance No. 142516, said tract being more particularly described as follows: Beginning at the intersection of the center line of said North Hancock Street and the center line of said North Ross Avenue; thence South 51°14'00" West along the center line of North Hancock Street, 38.10 feet; thence North 00°06'15" East 60.76 feet to the center line of said North Ross Avenue; thence South 38°43'45" East 47.31 feet to the point of beginning.

EXCEPTING THEREFROM that portion of Lot 1, Block 19, IRVING'S HARBOR VIEW conveyed to the City of Portland for street purposes by deed recorded May 17, 1978 in Book 1263, Page 1743, Deed Records of Multnomah County, Oregon.

PARCEL II:

TRACT A - A tract in Section 27, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows: Beginning at a point on the South line of North Hancock Street, 155 feet West of the West line of North Flint Street; thence West along said South line 95 feet; thence South 100 feet; thence East 95 feet; thence North 100 feet to the point of beginning;

TRACT B - A tract in Section 27, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows: Beginning at a point on the West line of North Flint Street which is 100 feet South of the intersection of said West line with the South line of North Hancock Street; thence West parallel with said South street line 339.26 feet to the Northeasterly line of North Wheeler Avenue; thence Southeasterly along said Northeasterly line 124.22 feet to the Southwest corner of Parcel "C" conveyed to Williamsen & Bleid, Incorporated, by deed recorded February 6, 1956 in Deed Book 1768 page 52; thence East along the South line of said Williamsen & Bleid tract 261.51 feet to the West line of North Flint Street; thence North along said West street line 96.74 feet to the point of beginning;

TRACT C - A tract in Section 27, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows: Beginning at a point on the South line of North Hancock Street 250 feet West of the West line of North Flint Street; thence South 100 feet; thence West 89.26 feet, more or less, to the Northeasterly line of North Wheeler Avenue; thence Northwesterly along said Northeasterly line to the South line of North Hancock Street; thence East to the point of beginning.

PARCEL III:

Lots 1 through 4, inclusive, and Lots 9 through 12, inclusive, all in Block 16, ELIZABETH IRVING'S ADDITION TO THE CITY OF EAST PORTLAND, all in the City of Portland, County of Multnomah and State of Oregon.

EXHIBIT B
RESOLUTION 6861

Resolution No. 6861

Resolution Authorizing PPS to Prepare for the Sale of the Dr. Matthew Prophet Education Center

RECITALS

- A. While our commitment to calling out and eradicating systems of oppression is clear in our words, plans, and values, we also know that cultural and institutional racism continues to produce disparities and negatively impact the lives of our students of color, specifically for Black students. Reflecting on our community's vision for PPS, our core values and educational system shifts, along with the acknowledgement of persistent, racialized predictors for student outcomes, we are called to strategically utilize and invest resources in a targeted and culturally responsive manner to achieve racial equity and social justice. Grounded in the belief that culturally specific organizations are uniquely positioned to partner with PPS to support our racial equity and social justice goals, we continue our commitment to partner with culturally specific and multiracial organizations.
- B. On June 11, 2020, the PPS Board of Education unanimously approved Resolution 6130. In this resolution, the Board declared that the lives of Black students and our Black community matter and committed to working with the Superintendent and the Portland community to create the conditions for every student, especially our Black and Native students who experience the greatest challenges, to realize the vision of the PPS Graduate Portrait. It further commends the Superintendent and the District's leadership for its bold commitment to center the lived experiences of our students and apply a racial equity and social justice lens to all high-leverage decisions.
- C. On May 25, 2021, the PPS Board of Education unanimously approved yet another resolution, Resolution No. 6303. As part of its broader effort to heal historic harms inflicted upon Portland's Black community and begin clearing the way for a nationally precedent-setting, child-centered redevelopment effort in Lower Albina, the Board granted the Albina Vision Trust right of first offer and right of first refusal on the PPS- Dr. Matthew Prophet Education Center (PEC) property.
- D. The Albina Vision Trust (AVT) is a nonprofit organization created to steward the neighborhood's rebirth through the thoughtful transformation of the 94-acres of Lower Albina. It is also the largest and most prominent restorative redevelopment effort in the United States of America. The 10.5-acre PEC site is within this 94-acres of Lower Albina
- E. Albina was once home to 4 out of every 5 Black families in Portland – a thriving, creative, and affordable neighborhood consisting of Black-owned businesses, homes, and faith institutions. It was the cultural capital of Portland with world-class jazz venues, environmental justice initiatives, and education models created for and by Black Portlanders. Decades of disinvestment, urban renewal, and racist public policy decimated the neighborhood.
- F. The Albina Vision is anchored in a comprehensive and long-term commitment to develop a community where honoring the past inspires us to build a better future. In the past 3 years, the organization has broken ground on its inaugural 94-unit affordable housing development in Lower Albina, advanced work on a highway cover project that would reconnect a critical segment of the district bisected by the construction of Interstate 5, begun scoping a waterfront park that would span the distance between the Steel and Broadway Bridges alongside local and regional partners, and earned both the recognition and support of the US Secretary of Transportation for its nation-leading efforts to breathe new life into Black Portlanders' historic home.
- G. If our work as educators teaches us anything, it is that true transformation occurs at the intersection of pedagogy and place. Our children must feel rooted in the built space they are born

into, inspired by the structures that meet their eyes when they orient their gaze skywards, and nourished by the communal embrace of neighborhoods that prioritize the well-being and generational mobility of the most marginalized among us.

- H. For the descendants of Albina, the historic epicenter of Portland's Black community, the realization of that collectively held dream requires an act of reclamation. The Portland Public Schools headquarters site was built on a parcel seized by prior owners via eminent domain — a plot of land upon which once stood dozens of Black and immigrant-owned, working-class homes.
- I. The Portland Public Schools Board of Education acknowledges that the District's real property assets are on the traditional land of the Chinook, Clackamas, Kalapuya, Multnomah, Wasco, Kathlamet, Tualatin, and Molalla tribes. We also know that many other tribes made their homes along the Columbia and Willamette Rivers. We also recognize the robust present-day federally recognized tribes of this area: the Grande Ronde, Siletz and Cowlitz, and the Native American community, representing more than 380 tribes that have made the City of Portland one of the top 25 cities with the largest American Indian/Alaska Native populations*
- J. We also acknowledge that federal, state, and local governments supported the invasion and dispossession of Native People's lands and the institutionalized practices of the removal and displacement of Native people from their lands. Additionally, PPS acknowledges that Portland institutions and citizens participated in redlining and structurally organized policies, zoning, and planning that restricted or prevented Black, Indigenous, and communities of color from land ownership and led to their disproportionate displacement through "urban renewal" or gentrification.*
- K. With the recognition of our role, we know that as current caretakers of this ancestral land, the District recognizes its fiduciary responsibility to preserve and maintain its real property assets in a manner that will serve current students and future generations.
- L. The Portland Public Schools real estate property, Dr. Matthew Prophet Education Center, sits at the center of the lower Albina neighborhood, and is a key to the neighborhood's rebirth towards a youth-centered community.
- M. Institutions—especially Portland Public Schools—have a moment, an opportunity to lead, not with race-neutral plans, but with an anti-racist agenda that amplifies an intergenerational healing process among students, their families, and our community.

RESOLVED

Therefore, be it resolved that the Board of Education:

1. Authorizes and directs the Superintendent or designee to establish a timeline not exceeding 12 months from the date of this Resolution for the identification of a New Headquarters site and a New Warehouse site to acquire on, among other terms, an all-in cost-neutral-to-PPS basis in series of transactions that includes a transaction with AVT for its acquisition of 10.5-acre PEC that meets or exceeds the appraised value of the PEC site, all which, must be approved by the Board.
2. Authorizes and directs the Superintendent or designee to finalize the following guiding documents within 60 days of this Resolution:
 - a. Create and finalize the Minimum Criteria for the New Headquarters site and the New Warehouse sites. The criteria for each shall include, but not be limited to, that the New Headquarters reside within the District boundaries, the minimum usable square footage (including office and public and staff meeting spaces for administration building), the minimum number of parking spaces, other critical considerations and required District

uses in identifying new sites, and for the New Headquarters, proximity to multi-modal transit. The Minimum Criteria shall be used as the basis for identifying potential sites.

- b. Create and finalize a Work Plan in partnership with Albina Vision Trust to guide the tasks, milestones, deliverables, and timeline in order to achieve the objective identified in Paragraph A of this Resolution. The Work Plan tasks and milestones shall be shared with the Board and include but are not limited to the following:
 - i. PPS Facilities and Asset Management staff and/or Senior PPS Leadership will provide regular updates at the Facilities and Operations Committee of the School Board. PPS staff will work in good faith, in collaboration with Albina Vision Trust, to create and implement the Work Plan subject to Board approval and inform the Facilities and Operations Committee about the progress towards the objectives identified in Paragraph A of this Resolution.
 - ii. Utilization of brokerage/project management and space planning consultant(s) to represent PPS on the acquisition and any potential build-out of the New Headquarters and New Warehouse sites.
 - iii. Due diligence requirements for the New Headquarters and New Warehouse sites that are anticipated to include at least: a Property or Capital Needs Assessment, a Phase I Environmental Site Assessment and its additional recommended testing (as applicable), a Zoning Report, and As-Built CAD Surveys.
 - iv. Selection of appropriate professionals, including Architect(s) and General Contractor(s), for the design and build-out of any Tenant Improvements, as applicable.
 - v. Contracting and procurement plan for all consultants.
 - vi. Site Identification Process for the New Headquarters and New Warehouse sites
 - vii. Anticipated milestones include but are not limited to:
 1. Term Sheet between PPS and Albina Vision Trust ,
 2. Purchase and sales agreements/other agreements to transact on the Dr. Matthew Prophet Education Center property , the New Headquarters and the New Warehouse .
 3. Operating agreement between PPS and AVT to further define roles and responsibilities of each party and set forth the terms of approval and reimbursement of PPS costs of complying with this Resolution to be shared with and approved by the Board.
 4. Access agreement with Albina Vision Trust on the Dr. Matthew Prophet Education Service Center in order to conduct early property due diligence.
 5. Comprehensive Term Sheet with the Albina Vision Trust to achieve the objective established in Paragraph A of this resolution.
 6. Appraisal of PEC.
3. Recognizes that the varied central services and work occurring in the Matthew Prophet Education Center headquarters supports students and staff across the District and that a replacement facility or facilities need to effectively serve PPS students, staff and the school community.
4. All PPS transactions and contracts remain subject to applicable PPS policies and governing laws.
5. Stands firmly behind the *Albina Vision*, a community-led reinvention and transformation of the 94-acres of lower Albina, from which thousands of primarily Black residents were forcibly displaced over decades of urban renewal. In this effort, we will stand shoulder to shoulder with the AVT and the Black community, to develop a youth-centered community in lower Albina that creates opportunities for Portland's next generation of Black people to learn, build wealth and reclaim home. This reinvention of the Albina neighborhood would also allow for intentional design for the safety of Black and brown children in the urban environment while at the same time providing the housing and community stability that supports education.

6. Stands strongly in its commitment to authentically listen, learn and partner with our community's Black elders and listen to our Black youth to address the cultural and institutional racism that has existed in our system since its inception. This includes Black-led organizations and community-based organizations accountable to Portland's Black community.
7. Commits to affirming our community's long-held belief to lead with a robust Racial Equity and Social Justice agenda to center the lived experiences of our Black students, families, educators, and staff in our actions, decisions, and words.

*Board Policy 8.70.040

RESOLUTION No. 7025

Election of Board Chairperson

Director Eddie Wang is hereby elected Chairperson of the Board for the period beginning January 8, 2025, until their successor is elected.

RESOLUTION No. 7026

Election of Board Vice-Chairperson

Director Michelle DePass is hereby elected Chairperson of the Board for the period beginning January 8, 2025, until their successor is elected.

RESOLUTION No. 7027

Skipped

RESOLUTION No. 7028

Withdrawn

RESOLUTION No. 7029

Resolution to Adopt Student Use of Personal Electronic Devices in Schools x.xx.xxx-P

RECITALS

- A. On April 29, May 20, June 10, June 25, July 31, August 28, October 7, October 21, November 13, and December 2, 2024, the Board Policy Committee discussed and considered the Student Use of Personal Electronic Devices in Schools x.xx.xxx-P policy.
- B. On December 6, 2024, the Board presented the first reading of the Student Use of Personal Electronic Devices in Schools Policy.
- C. Pursuant to District policy, the public comment was open for at least 21 days, and there was public comment received during the comment period.

RESOLUTION

The Board hereby adopts the Student Use of Personal Electronic Devices in Schools x.xx.xxx-P and instructs the Superintendent to implement administrative directives to conform to this adopted policy.

RESOLUTION No. 7030

Resolution to Affirm Rights of Undocumented Students and Protocols for Immigration and Customs Enforcement (ICE) Access to Schools

RECITALS

- A. The Portland Public School District is committed to providing a high-quality, equitable education for every student, creating a safe and inclusive environment where diversity is valued and celebrated. The District recognizes the strength of honoring the unique background of its students and families and believes that ensuring that our schools are safe and supportive for all students and their families is paramount to students being able to achieve. The District believes that defending this right to safe and healthy learning environments is legally required, educationally ethical, and consistent with the District's core values.
- B. Portland Public Schools believes the diversity of our students and families is a source of strength and must be honored and reflected in our policies and practices.
- C. Portland Public Schools believes schools must serve as safe spaces where students and families from all backgrounds feel protected, supported, and included, fostering environments where all individuals feel they belong.
- D. Portland Public Schools students, staff, and families originate from many different countries outside the United States. Federal and state law requires that all students be provided equal access to public education, regardless of their immigration status or that of their families or guardians.
- E. Under Oregon law ORS 181A.820, law enforcement agencies are prohibited from using public resources for the purpose of detecting or apprehending individuals whose only violation is being present in the United States in violation of federal immigration laws, subject to exceptions under that law.
- F. Under Oregon laws ORS 336.184-187, student educational records are protected from use for immigration action.

RESOLVED

Now, therefore, be it resolved that, to the maximum extent permitted under law, the District shall:

- 1. Prohibit disclosure, without parental consent, of student educational information, including the immigration status of any PPS student without appropriate local authority;
- 2. Protect District staff and students' confidential information and ensure the learning environments are not disrupted by immigration enforcement actions;
- 3. Direct any and all legal requests for staff employment records, student educational records, school property access, or staff or student removal to be presented directly to the Superintendent and the District's General Counsel's office.
- 4. Authorize the Superintendent and/or General Counsel to ask for the ICE agent's credentials, the purpose of requesting access and the legal validity of their request.
- 5. Provide training and guidance to school staff, with the assistance of our community partners, on how to respond to ICE personnel who are requesting information about PPS staff, students and families and/or attempting to enter PPS property. The District will also provide information about rights and protections and support for possibly impacted families. This information will be communicated to all PPS families in all supported languages.
- 6. Not provide information or assistance to the U.S. Immigration and Customs Enforcement (ICE) in the enforcement of federal civil immigration law. This includes refusal to:
 - a. Provide immigration officials with access to school property beyond the front office, without a court order;

- b. Remove a staff or student for immigration law enforcement purposes without a court order or other legal authority and
- c. Inquire about, collect, or maintain records related to immigration status.

RESOLUTION No. 7031

Resolution Approving Racial Equity and Social Justice Community Advisory Committee Members

RECITALS

- A. In 2021, the Oregon Legislature passed SB 732 which requires each school district to convene an educational equity advisory committee, and specifies certain committee responsibilities, membership selection requirements, and an optional annual report that committees are allowed to produce.
- B. This committee's duties are to advise the school board and the superintendent and to inform the board and the superintendent. The committee includes action by and reporting to both the board and the superintendent.
- C. On August 9, 2022, the Board of Education approved the Racial Equity and Social Justice Community Advisory Committee Charter. The charter specifies that the committee will have up to 15 Total Members with the following specific representation:
 - Up to 5 Current PPS Students (e.g. middle and/or high school students)
 - Up to 5 Family and Community Representatives (e.g parent, RESJ partner)
 - Up to 5 PPS Staff (e.g. classified employee, educator, school principal)
- D. On October 15, 2024 the RESJ team released the application for the PPS community to apply to be part of this committee. The application process was open for 3 weeks and 63 applications were received. The applications were scored by a diverse set of PPS staff and a Board Director. Based on their review and scoring, staff recommend moving forward with the following applicants as members of the RESJ Community Advisory Committee.

RESOLUTION

The Portland Public Schools Board of Education appoints Eva Red Bird, Suman Malempati, Theresa Logan, JaVonne Williams, Adriel Person, Arissa June Oliveros, Paula Inman-Balanzar, Veronica Bustillos, Kiesha Locklear, and Jacky Flores-Contreras to the Racial Equity and Social Justice Community Advisory Committee through June 30, 2027, and Maledine Obadiah, Rudy Duncan, Khadija Wanly, Kyle Farias Brockert, and Izla Tizita Cahill to the Racial Equity and Social Justice Community Advisory Committee through June 30, 2026.

RESOLUTION No. 7032

Adoption of the Index to the Minutes

The Following Index to the Minutes are offered for Adoption:

- December 17, 2024 – Special Meeting and Budget Work Session

RESOLUTION No. 7034

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

RECITAL

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

RESOLUTION

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

NEW CONTRACTS

No New Contracts

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source	Certified Business
G.B. Manchester Corporation	1/8/25 through 1/8/26	Construction C 96031	Security cameras & intrusion alarm system upgrades – Phase 3A. Invitation to Bid – Construction 2024-034	\$934,526	D. Jung Fund 459 Dept. 5511 Project DS019	No

*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

NEW COOPERATIVE PURCHASING AGREEMENTS

Contractor	Contract Term, Renewal Options	Administering Contracting Agency	Description of Goods or Services	Estimated Spend During Contract Term	Responsible Administrator, Funding Source
Mythics, LLC	1/8/25 through 11/30/28	Maricopa County, AZ / OMNIA Partners COA 96038	Purchase of Oracle products and services.	\$500,000	D. Brown Fund 101 Dept. 5581

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

No New IGAs

AMENDMENTS TO EXISTING CONTRACTS

No New Amendments

RESOLUTION No. 7035

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

RECITAL

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts, except as otherwise expressly authorized. Contracts exceeding \$150,000 per contractor are listed below.

RESOLUTION

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

NEW REVENUE CONTRACTS

No new Revenue Contracts

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

No New Intergovernmental Agreements

AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount; New Contract Amount	Responsible Admin, Funding Source
State of Oregon	10/1/24 through 3/31/26	Intergovernmental Agreement / Revenue IGA/R 94884 Amendment 1	Early Literacy Success Initiative funding. This amendment adds funds for the 24/25 school year and for the 25/26 school year through Quarter 3.	\$5,874,982 \$9,156,848	K. Howard

RESOLUTION No. 7036

Settlement Agreement

The authority to pay \$165,000.00 is granted to the Superintendent to enter into an agreement to resolve claims brought on behalf of a student in a form approved by the General Counsel's Office.

RESOLUTION No. 7037

Recommendation of Bond Accountability Committee Members as part of the 2012, 2017 and 2020 Bond Programs

RECITALS

- A. As part of the 2012 Bond Program (Measure 26-144) resolution 4651 created a citizen oversight committee to assist the board in monitoring the planning and progress of the 2012 Capital Bond Program.
- B. Board Resolution No. 4651 (September 24th, 2012) calling for the creation of a citizen oversight committee to assist the board in monitoring the planning and progress of the 2012 Capital Bond program.
- C. Board Resolution No. 5394 (February 28, 2017) calling a Measure Election to Submit to the Electors of the District the Question of Authorizing \$790,000,000 of General Obligation Bonds and Providing for Related Matters.
- D. Board Resolution No. 5475 (June 20, 2017) calling to amend the BAC charter to include oversight of the 2017 Modernization and Health and Safety Bond as well as increase committee membership to 10 appointees.
- E. Board Resolution No. 5960 (September 10, 2019) calling to amend the BAC charter to include review of future bond planning and cost development. Additional ancillary changes and clarifications are included as well.
- F. Board Resolution No. 6153 (August 3, 2020) and Board Resolution No. 6161 (August 11, 2020) calling a Measure Election to Submit to the Electors of the District the Question of Authorizing \$1,208,000,000 of General Obligation Bonds and Providing for Related Matters.

RESOLUTION

The Board of Education approves the appointment of three extended and four incoming Bond

Accountability Committee Members (Cara Turano for 4 year term extended, Ryan Kinsella for 4 year term extended, Jonathan Trutt for 4 year term extended, Annie Kwon for 3 year term incoming, Jessica Dunham for 3 year term incoming, Chris Dunning for 3 year term incoming, Travis George for 2 year term incoming)

Resolution No. 7038

A Resolution of Portland Public Schools, Multnomah County School District No. 1J, Multnomah County, Oregon, Calling a Measure Election to Submit to the Electors of the District the Question of Authorizing \$1.83 billion of General Obligation Bonds and Providing for Related Matters

RECITALS

- A. The Board of Education directed PPS staff to develop a general obligation bond ballot title and explanatory statement for the Capital Improvement Bond Proposal and present those documents to the Board at its meeting on January 7, 2025, for authorization for submission to the county elections officer to be placed on the ballot at the May 2025 election.
- B. In response to the Board's direction, PPS staff developed the general obligation bond ballot title that is attached as Exhibit A and the explanatory statement that is attached as Exhibit B.
- C. Many PPS schools remain in critical need of renovation and upgrade to provide students with modern learning facilities and to address inadequate building structures or systems. More than half were built before 1940. Before the 2012 bond, only two schools had been built in the last 35 years.
- D. PPS is committed to providing students across the district access to warm, safe and healthy learning environments so our students are prepared for life, college, and career, and to meaningfully contribute to their communities.
- E. In 2012, voters approved the first in the series: a \$482 million bond, which funded the modernization of Franklin, Grant, and Roosevelt High Schools; Faubion PreK-8 school; and funded other capital projects at 52 schools, including upgraded science classrooms, new roofs, improved accessibility, and seismic improvements.
- F. Then in 2017, voters approved the second in the series: a \$790 million bond to fund the modernization of Benson, Lincoln, and Madison High Schools and Kellogg Middle School; and addressed health and safety issues, including reducing exposure to hazardous materials and improving water quality, improving accessibility, and addressing fire safety.
- G. In 2020, voters again approved a bond to continue the important work on and in our schools: a \$1.2 billion bond to fund the modernization of Jefferson High School, completion of Benson High School, and planning for the modernization of Cleveland and Ida B. Wells High Schools; address health and safety issues, including heating and cooling systems, roofs, and other critical building systems; improving security; improving accessibility; funding of the Center for Black Student Excellence; and providing updated curriculum and technology, among other investments.
- H. Many schools are still in need of urgent repair and upgrades to provide students with modern learning environments and to address inadequate building structures or systems. If approved by voters, the 2025 PPS Bond will continue progress toward the vision of improving every school over the long term, to make the District's schools modern, warm, safe, and welcoming places for our students to learn and excel.
- I. This bond is estimated to maintain the same tax rate (\$2.50/\$1,000 in assessed value), while PPS continues to invest in modern, safe, and healthier schools.
- J. Based on staff recommendations, supported by community feedback and driven by PPS's core values and vision for its graduates, the Board has identified a bond option that includes funds to fully modernize Cleveland and Ida B. Wells High Schools, complete the modernization of Jefferson High School, address aged building systems, improve athletic and physical education facilities, and

update technology and curriculum. This will result in the modernization of every Portland Public Schools high school

- K. The Board acknowledges with tremendous gratitude the support of Portland voters for school bonds in 2012, 2017, and 2020 and commits to the continued modernization of schools to provide the health, safety, and learning opportunities that every child in Portland deserves.

RESOLUTION

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

1. A measure election is hereby called for the purpose of submitting to the electors of PPS the question of issuing general obligations bonds in a principal amount not to exceed \$1.83 billion (the "Bonds"). Bond proceeds will be used to finance capital costs as described in the attached Exhibit A. The measure election hereby called shall be held in the District on May 20, 2025. 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. The Board authorizes the Board Chair, Superintendent, or the designee of either of those individuals (the "Authorized Representative") to take any actions necessary to place the ballot title in substantially the form that is attached as Exhibit A with such changes as the Authorized Representative may approve on the May 20, 2025, election ballot and to place the explanatory statement in substantially the form that is attached as Exhibit B with such changes as the Authorized Representative may approve in the voter's pamphlet for that election. The Authorized Representative shall file the measure and explanatory statement with the elections officer of Multnomah County.
3. PPS hereby declares its official intent pursuant to Treasury Regulation Section 1.150-2 to reimburse itself with proceeds of the Bonds which may be issued in multiple series for capital costs of the Bond projects that are paid prior to the issues of the Bonds and that are eligible to be financed with proceeds of the Bonds. This resolution is adopted as official action of PPS in order to comply with Section 1.150-2 of the Federal Income Tax Regulations.

ADOPTED by the Board of Education of Portland Public Schools, Multnomah County School District No. 1J, Multnomah County, Oregon this [] day of [], 2025.

PORTLAND PUBLIC SCHOOLS

ATTEST:

MULTNOMAH COUNTY, OREGON

By: _____

By: _____

Deputy Clerk

Chair, Board of Directors

Attachments:

- A. Exhibit A: Ballot Title
 - B. Exhibit B: Explanatory Statement
-

RESOLUTION No. 7041

Settlement Agreement

The authority is granted to pay a total of \$301,000.00 to resolve a disputed claim. The settlement agreement will be in a form approved by the General Counsel.

RESOLUTION No. 7042

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

RECITAL

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts, except as otherwise expressly authorized. Contracts exceeding \$150,000 per contractor are listed below.

RESOLUTION

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

NEW REVENUE CONTRACTS

No new Revenue Contracts

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

No New Intergovernmental Agreements

AMENDMENTS TO EXISTING CONTRACTS

No New Amendments to Existing Revenue Contracts

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount; New Contract Amount	Responsible Admin, Funding Source
State of Oregon	7/1/24 through 6/30/25	Intergovernmental Agreement / Revenue IGA/R 64777 Amendment 9	Funding for Columbia Regional Inclusive Services to provide services to regionally eligible children. This amendment extends the agreement and adds grant funds.	\$8,268,440 \$94,892,754	J. Buno

RESOLUTION No. 7043

Resolution to Appoint Representatives to the 2024-2025 Parent Advisory Committee (PAC): Distribution of Donations for Staffing

RECITALS

- A. On May 7, 2024, the Portland Public Schools Board of Education adopted the Districtwide Advocacy and Fundraising Policy (7.10.020-P).
- B. The Districtwide Advocacy and Fundraising Policy requires the establishment of a committee for the following purpose:
 - a. *A formula for the distribution of any funding to individual schools shall be developed in advance of the school year by a Parent Advisory Committee, shared with school administrators for feedback, and a recommendation made to the Board of Education for its approval.*
- C. The Charter for the Districtwide Advocacy and Fundraising Policy indicates that members will initially be appointed to staggered terms of one and two years with all subsequent terms being two years. Each member may serve up to four years total on the Committee.
- D. The Charter for the Climate Crisis Response Committee indicates that two positions of the committee will be specifically for student members with terms of one year.
- E. The first inaugural Committee shall be determining the same formula for the distribution of funds for 2024-25 and 2025-26 school years, in order to meet the requirement of having the formula in place in advance of the school year. This will empower donors with the knowledge of where their donations will be allocated for the following school year.

RESOLUTION

- 1. The Board appoints Sun Lee, Casey Vanos, David Lamadrid and Suzanne Clarke to a one (school) year term, ending 6/30/2025.
- 2. The Board of Education appoints Ayla Ercin, Audrey Gnich, Daniel Levine, Curtrina Guff and Alisa Welch to a two (school) year term, ending 6/30/2026.
- 3. The Board appoints the following students Sachin Wheatley (student) and Annika Houghton (student) to a one (school) year term, ending 6/30/2025.



Date: January 14, 2025

To: PPS Board of Education

CC: Deborah Kafoury, Chief of Staff

From: Robyn Faraone, Director of Strategic Partnerships

Subject: **Recommended Candidates to serve on the PAC: Distribution of Donations for Staffing**

BACKGROUND

The [Districtwide Advocacy and Fundraising Policy](#) (7.10.020-P) passed by the Board of Education in May 2024 authorizes the formation of a new board committee. The purpose of the PAC is to make a recommendation to the Board of Education for distribution of philanthropic dollars fundraised for staff positions to fulfill the intent of the Districtwide Advocacy and Fundraising Policy (7.10.020-P). The [Parent Advisory Committee \(PAC\): Distribution of Donations for Staffing Charter](#) was approved by the Board of Education on December 3, 2024. The charter outlines that the committee shall be composed of eleven people, including a parent/guardian representative from each of the District's eight clusters and Multiple Pathways to Graduation, plus two students (high school).

APPLICATION PROCESS

The District created the PAC Committee application and shared this opportunity with the community via the following methods:

- Prominent post on pps.net, at the top of homepage
- PPS and The Fund for PPS Social Media posts
- Posted on Trivory App (primarily used by High School Students & Families)
- Shared with School Administrators for student and parent community recruitment
- Emailed opportunity to School Foundation leaders and Reform PPS Funding advocates

The application closed on 12/20/2024, resulting in a total of twenty-five adult applicants plus six student applicants. All clusters and over twenty schools were represented. The applicant pool is a representative group of diverse racial identities, lived experiences, grade levels, and school communities.

SELECTION PROCESS

Director Michelle DePass and Director Gary Hollands served as the review panel selecting representatives from the applicant pool. The selection process included the following analyses:

- completeness of applications and expressed interest in serving,
- relevant skills and knowledge - including volunteer, educational, and lived experience,

- racial equity and social justice lens and expressed ability to listen to and value differing perspectives.

Below you will find the individuals selected to serve as representatives on the PAC: Distribution of Donations for Staffing. The normal term for adults will be two school years, with the option to reapply for a maximum of four years. Given that this is the first year, some representatives have been selected to serve one year terms (ending 6/30/2025) and others will serve for two school years (ending 6/30/2026). Students will serve as representatives for one school year (ending 6/30/2025).

Nine Adult Representatives:

Cluster	School/s	Name	Term
Cleveland	Duniway ES, Sellwood MS	Ayla Ercin	2 Years (6/30/2026)
Franklin	Franklin HS	Sun Lee	1 Year (6/30/2025)
Grant	Alameda ES	Audrey Gnich	2 Years (6/30/2026)
Ida B Wells	Bridlemile ES	Daniel Levine	2 Years (6/30/2026)
Lincoln	Lincoln HS	Casey Vanos	1 Year (6/30/2025)
McDaniel	McDaniel HS	David Lamadrid	1 Year (6/30/2025)
Roosevelt	Roosevelt HS	Suzanne Clarke	1 Year (6/30/2025)
Focus Option (Benson/Jefferson)	Benson HS	Curtrina Huff	2 Years (6/30/2026)
Multiple Pathways to Graduation	MLC (K-12)	Alisa Welch	2 Years (6/30/2026)

Two Student Representatives:

Cluster	School/s	Name	Term
Ida B Wells	Ida B Wells HS	Sachin Wheatley	1 Year (6/30/2025)
Roosevelt	Roosevelt HS	Annika Houghton	1 Year (6/30/2025)

STAFF RECOMMENDATION

It is my recommendation the Board approve these candidates for the PAC: Distribution of Donations for Staffing.

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

DK (Initials)

ATTACHMENTS

- A. Resolution



Districtwide Advocacy and Fundraising

Parent and community-based organizations and individuals make important contributions to support PPS school communities and programs, as well as students and staff. Elements of that support include advocacy in support of PPS schools and fundraising to pay for a wide variety of activities and projects. This policy is designed to foster a spirit of community and shared purpose and facilitate collective impact on behalf of PPS students. Given our common mission and vision, the District encourages parents and community groups to advocate, fundraise and support improving the educational experience districtwide in alignment with our racial equity and social justice values.

Local School Foundations and school or program fundraising:

An inclusive districtwide foundation, designated by the Board of Education, shall serve as the districtwide advocacy and fundraising entity and serve as the fiscal agent for the Local School Foundations (LSFs).

Fundraising for Staff and Contracted Staff:

Effective July 1, 2024, donations for staff positions may be collected only by the designated districtwide foundation in a single, combined fund account. Donations shall be accepted from Local School Foundations, Independent School Foundations, nonprofits, corporations/businesses and individuals. A formula for the distribution of any funding to individual schools shall be developed in advance of the school year by a Parent Advisory Committee, shared with school administrators for feedback, and a recommendation made to the Board of Education for its approval.

(Donations for staff positions collected by Local School Foundations between July 1, 2023 and June 30, 2024, plus any carryover balances held in the associated grant accounts S0083, shall be expended in the 2024-2025 school year for staffing positions per donors' intent.¹)*

Registration and Reporting

All groups affiliated with PPS and individual schools or programs that fundraise \$20,000 or more in aggregated funds in a school year for PPS school-related activities are

¹ This language may be moved to the resolution



Board Policy

7.10.020-P

Districtwide Advocacy and Fundraising

encouraged to register with the District by September 30 in the following school year, sharing their officer names and contact information,

The Board of Education shall receive annually a report at the end of the District's fiscal year sharing the districtwide foundation's donations, expenditures, and major projects.

Other Requirements

Entities that fundraise to support individual schools shall:

- Provide ways for all members from the benefitting school or program who wish to participate in a fundraising event or activity to have an avenue to participate.
- Shall not communicate, share, or maintain expected per-family or per-student fundraising targets.
- Include and inform the broader school community about fundraising decision-making processes, especially including families for whom the educational equity programs are meant to benefit.
- Adhere to District policies, administrative directives, and other requirements.

Other Provisions

For purposes of this policy, District and contracted staff includes all manner of contracted positions if the position compensation exceeds \$15,000 in a school year.

The designated district foundation shall have a Board of Directors of sufficient size given PPS's enrollment, and members should have diverse experience to support the activities of the foundation.

Legal Reference: ORS 332.107

History: Adopted 6/71; Amended 9/9/02; BA 2422; Amd 5/2024



Parent Advisory Committee (PAC): Distribution of Donations for Staffing Charter

Purpose Statement

To provide a recommendation to the Board of Education for distribution of donations for staff positions to fulfill the intention of the [Districtwide Advocacy and Fundraising Policy](#) (7.10.020-P).

Context

In May 2024, the PPS Board of Education (the Board) passed an amendment to 7.10.020-P Districtwide Advocacy and Fundraising Policy. Excerpt below:

Local School Foundations and school or program fundraising:

An inclusive districtwide foundation, designated by the Board of Education, shall serve as the districtwide advocacy and fundraising entity and serve as the fiscal agent for the Local School Foundations (LSFs).

Fundraising for Staff and Contracted Staff:

Effective July 1, 2024, donations for staff positions may be collected only by the designated districtwide foundation in a single, combined fund account. Donations shall be accepted from Local School Foundations, Independent School Foundations, nonprofits, corporations/businesses and individuals. A formula for the distribution of any funding to individual schools shall be developed in advance of the school year by a Parent Advisory Committee, shared with school administrators for feedback, and a recommendation made to the Board of Education for its approval.

Executive Sponsor for Project:

Deborah Kafoury, Chief of Staff

Project Lead:

Robyn Faraone, Director, Strategic Partnerships



Committee Membership

The Parent Advisory Committee (PAC) is composed of no more than eleven members: nine parents/caregivers plus two students with at least one representative from each of the following:

- 1. Cleveland Cluster
- 2. Franklin Cluster
- 3. Grant Cluster
- 4. Jefferson Cluster
- 5. Lincoln Cluster
- 6. McDaniel Cluster
- 7. Multiple Pathways to Graduation
- 8. Roosevelt Cluster
- 9. Wells Cluster
- 10. Student
- 11. Student

Selection & Leadership: From an applicant pool, members are selected and appointed by the Board. The Board Chair shall select two board members to review applications and recommend representatives to the Board to serve on the committee. The Student Representative will be invited to participate in the selection of committee members. A Committee chairperson will be appointed annually by the Board and will not hold that position for more than three years. The chairperson will serve as the sole point of contact between the Committee and District staff between meetings.

Representative Group: Committee shall reflect District demographics, including racial/ethnic and socio-economic diversity, and experiences with special education. Representatives will include a mix of parents/guardians of students from elementary, middle and high schools.

Terms: Members will initially be appointed to staggered terms of one and two years with all subsequent terms being two years. Each member may serve up to four years total on the Committee. Student members will be appointed to a one-year term.



Conflicts of Interest:

- All Committee members shall employ discretion, avoid conflicts of interest and the appearance of conflicts of interest, and exercise care in representing the views of their broader Cluster community, not solely their personal views or interests.
- The Committee members shall receive no direct or indirect compensation from the District for their services as members of the Committee.
- The Committee members may not have an active or pending contract with the District, including being an employee, director or owner of an entity with an active or pending contract with the District, nor enter into a contract during their term on the Committee.
- The Committee may not include any employee or official of the District, or any vendor, contractor or consultant of the District.

Time Commitment:

The Committee time commitment will vary depending on the time of year. We anticipate having bi-weekly meetings for eight weeks (January - February) before making a final recommendation to the Board. Following that period, the committee will most likely meet quarterly. The PPS Strategic Partnerships Department will be responsible for scheduling meetings and will provide support and project management, including defining and aligning scope, collecting data and progress updates, and coordinating community engagement.

Deliverables:

A recommendation to the Board of Education for distribution of fundraised dollars for staff positions to fulfill the commitment of the [Districtwide Advocacy and Fundraising Policy](#) (7.10.020-P).



PORTLAND PUBLIC SCHOOLS
DIVISION OF INSTRUCTION & SCHOOL COMMUNITIES

501 North Dixon Street / Portland, OR 97227

Telephone: (503) 916-3702

Website: <https://www.pps.net/>

Date: January 7, 2025
To: School Board
From: Dr. Franco, Chief of Schools
Subject: 2025-26 School District Calendar

Staff is submitting this recommended 2025-26 School District Calendar for the Board to consider and vote on at the February 4, 2025 Board meeting.

The proposed calendar includes the following agreements that align with the Portland Association of Teachers (PAT) Collective Bargaining Agreement :

- 193 contract days
- 176 Instructional days, which include 3 conference days
- Eight early release days for PK, K-5, K8, K12, and middle schools for staff learning
- 10, 60 minute staff learning times for PK, K5, K8, K12 and middle schools throughout the year
- 30, 90-minute staff learning/meetings for high schools throughout the year.

For the 2025-26 school year, two CSI/TSI days have been added to support the ODE-designated schools, and provide them with the opportunity for professional development and learning. These are currently listed as August 19, 2025, and March 2, 2026. These additional professional development days are contingent on budget decisions and are placeholders for the time being. Should funds be allocated during the budget process, professional educators from schools identified for improvement (CSI and TSI schools) would be required to attend. These are additional days added to the calendar and do not reduce the existing instructional days.

Staff did receive some initial feedback from building administrators. However, more feedback will be received before the final draft, which will be submitted to the board before January 21 for the February 4, 2025 school board meeting. This includes feedback from principals, PAT, Portland Federation of School Professionals (PFSP), Racial Equity and Social Justice (RESJ) partners, and others through the second and third weeks of January.

The recommended calendar for the 2025-26 school year includes the following:

- Maintains the start of the school year before Labor Day
- Attempts to preserve or maximize uninterrupted whole weeks for instruction; no scheduled classes are proposed during Thanksgiving week to support family childcare planning and permit academic-teacher conferences to take place
- Aims to balance instructional days by quarter and semester: Q1 = 45 days, Q2 = 43 (this does not include conference days), Q3 = 40 days and Q4 = 45 days
- Aligns with the requirements in the various bargaining units' contracts

- Coordinates spring break with local university calendars, to align with schedules of older siblings and university student interns who work in our classrooms; Oregon spring break is traditionally the last full 5-day work week in March
- Ensures instructional hours for all students meet state requirements
- Attempts to maximize instructional days before Advanced Placement, International Baccalaureate, and other end-of-year summative assessments take place
- Avoids conflicts with major religious and cultural holidays to the extent possible
 - District practice has been to communicate to building administrators in multiple ways to avoid scheduling special school events on dates of major religious and cultural holidays
- A 4-day “Kindergarten Ramp Up” where all Kindergarten students will have one day in school over the four days with smaller numbers of students to orient them to school. Historically, Kindergarten has started 3 days after grades 1-12. The three days were mostly used for 1:1 assessments with students. Adding an additional day will provide all students with a smaller group 1-day orientation, relationship building, and 1:1 family connections. This practice day counts as one day of instruction.
- To align with the PK agreement with PAT, PK will start on September 4, 2025, this will meet with the provision of designating 10 days before the first instructional day: 2.5 PD days, 1.5 set up/planning days, and 6 No Child Days (for home visits, etc).
- A 1-day Ramp Up for 6th, 9th, and 12th graders at comprehensive middle and high schools to support the transition for students to a new building for 6th and 9th graders and to kick off the final year for seniors

Staff recommends adopting this proposed calendar now so that staff and families may plan for the upcoming year.

Portland Public Schools 2025 - 2026 District Calendar DRAFT

JULY 2025					AUGUST 2025					SEPTEMBER 2025				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	1	2	3	4					1	1	2 ♥ K	3	4 ♥ PK	5
7	8	9	10	11	4	5	6	7	8	8	9 **	10	11	12
14	15	16	17	18	11	12	13	14 📁	15 📁	15	16 *	17	18	19
21	22	23	24	25	18	19 📁*	20 📁	21 📁	22 📁	22	23 *	24 🕒	25 🏠	26
28	29	30	31		25 📁	26 ★	27	28	29	29	30 *			
OCTOBER 2025					NOVEMBER 2025					DECEMBER 2025				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3	3	4 *	5	6	7	1	2 *	3	4 🕒	5
6	7	8	9	10 ▲	10	11	12	13	14	8	9 *	10 🕒	11 🏠	12
13	14 **	15	16	17	17	18 **	19	20	21	15	16 **	17	18	19
20	21 *	22 🕒	23	24	24 +	25 +	26	27	28	22	23	24	25	26
27	28 *	29 ◆	30 ✓	31 📁						29	30	31		
JANUARY 2026					FEBRUARY 2026					MARCH 2026				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
			1	2						2 📁*	3 *	4	5	6
5	6 *	7	8	9	2	3 **	4	5	6	9	10 **	11	12	13
12	13 *	14 🕒	15	16	9	10 *	11	12	13	16	17 *	18 🕒	19	20
19	20 **	21	22	23 ◆	16	17	18	19	20	23	24	25	26	27
26 ✓	27 📁	28	29	30	23	24 *	25 🕒	26 🏠	27	30	31 *			
APRIL 2026					MAY 2026					JUNE 2026				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2 ◆	3 ✓					1					
6 📁	7 **	8	9	10	4	5 **	6	7 🏠	8	1	2 **	3	4	5
13	14 *	15	16	17	11	12 *	13	14	15	8	9 ★◆	10 ✓	11	12
20	21 *	22 🕒	23	24	18	19 *	20 🕒	21	22	15	16	17	18	19
27	28 *	29	30		25	26	27	28	29	22	23	24	25	26
										29	30			

	Schools closed due to holiday or break period	🕒	Early Release Days 9/24, 10/22, 12/10, 1/14, 2/25, 3/18, 4/22, 5/20)
★	First/last day of school for students (8/26 & 6/9): 7th-8th & 10th-11th grade at comprehensive middle schools and high schools start on 8/27	◆	End of quarter (10/29, 1/23, 4/2, 6/9)
+	Day/evening conferences (no school for students) (11/24, 11/25)	📁	Teacher Professional Development/planning day (no school for students); Planning days always occur after the end of a quarter (8/23, 8/20, 8/21, 8/22, 8/25, 10/31, 1/27, 4/6)
▲	Statewide inservice (no school for students)	■	Possible snow make-up day (2/16, 6/11, 6/12)
♥ K/PK	Kindergarten first day (9/2): Kindergarten Ramp Up Aug 27 - Aug 29; K Students attend 1 day between Aug. 27 - Aug. 29 in small groups. Pre-Kindergarten/Head Start first day (9/4)	✓	Grading Day (10/30, 1/26, 4/3, 6/10)
🏠	Mid-Term Progress Reports (9/25, 12/11, 2/26, 5/7)	* OR **	* Staff meeting for high schools only. ** Staff meeting for all schools.
📁	New Educator Orientation (8/14, 8/15)	📁 *	Additional Professional Development Day(s) for Designated CSI & TSI Schools will be on the following dates: 8/19, 3/2)
☐	Indicates a major religious or cultural holiday or event to avoid scheduling conflicts. For holidays lasting multiple days, only the first and last day are indicated. See back page for details.		

2025-26 Budget Development: Board of Education Work Session

January 21, 2025



PORTLAND
Public Schools

Focus on Advocacy



**TOGETHER,
WE RISE** ²

Governor's Proposed Budget

*While the proposal includes some funding enhancements, PPS still projects a **\$40 million General Fund shortfall** due to rising pension costs and other factors.*

- Governor Tina Kotek's proposed budget for the 2025-27 biennium includes Current Service Level technical adjustments plus additional State School Fund dollars to help cover increasing PERS rates.
- The proposed budget also reflects increases in special revenue sources, including SIA, M98, and Early Literacy.
- Key initiatives are funded in this proposal, including summer and afterschool programs.

Federal Funding

The federal administration change causes some uncertainty regarding key revenue streams. We are closely monitoring for developments that may impact our financial outlook.

- Title Programs
- IDEA
- USDA/Child Nutrition

Advocacy

PPS will pursue the following budget priorities in

2025

Legislative Session Advocacy:

- Invest in High Quality Education
- Pass the Governor's Recommended Changes to the Current Service Level (CSL)
- Fully Fund Recent Mandates and New Initiatives
- Fully Fund Special Education Services
- Funding for Student Supports
- Maintain Sustainable Funding
 - ◆ School nutrition programs, extended learning opportunities, and early literacy
- Additional Funding
 - ◆ Facility improvements, curriculum, transportation, green schoolyards, cyber security, and healthcare access



Engagement Opportunities

Community insights will be a critical part of developing a balanced budget that minimizes negative impacts to student success.

- Community Survey
- Principal Engagement
- Focal Group Interactive Engagement
- Educator Town Hall

Thank you!



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- Portland Public Schools Delegation
- Meetings with Legislators
- Emailing and Writing Legislators
- Calling Legislators

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- Letter to the Editor
- Social Media post

APPENDIX

- Call script template
- Email and letter template



OVERVIEW OF OREGON LEGISLATURE

- Oregon has a bicameral legislature that is made up of the **House of Representatives**, which has **60 members** elected for **two-year terms**, and the **Senate**, whose **30 members** are elected to serve for **four-year terms**.
- Oregonians choose their legislators by voting every even-numbered year. The primary election is held on the third Tuesday in May. The general election is held on the first Tuesday (after the first Monday) in November.
- Oregon uses a system of single-member districts to elect its legislators. Each of the legislators represent a designated senatorial or representative district, meaning every Oregonian is represented by a single Senator and a single Representative. These district lines are redrawn every ten years, and were most recently redrawn in 2021 (using 2020 Census data).
- The Legislative Assembly is responsible for the state's biennial budget. In deciding where and how much money the state will spend on its agencies and programs, the legislature establishes priorities and sets public policy. The legislative body also reviews administrative rules drafted by state agencies. The Oregon Senate also has power to confirm certain executive appointments made by the Governor.
- The Speaker of the House and President of the Senate are the two most significant leadership positions in the legislature. They are elected by the majority of their respective chambers to preside over daily sessions and perform other duties.
- The Speaker and President assign members and appoint chairpersons and vice-chairpersons to standing committees and refer measures to committees.
- For more information on Oregon's Legislature including how bills become laws or background on the legislative process, visit the Oregon Legislature website [here](#).



LEGISLATIVE ENGAGEMENT

IDENTIFY KEY PLAYERS

There are many ways you can advocate for a bill or particular issue. In this first section, we will focus on engagement with the legislative process. In other sections, we will provide tools for external processes of engagement.

- Which policymakers are best positioned to advance your issues? Policy decisions rarely rest with one person so it will be important to identify which policymakers and legislators in leadership who are best to connect with to get the bill passed.
- One place to start is to connect with the legislators that represent the district you live in. You can find your District or Legislator at the bottom of the Oregon Legislature Website [here](#).
- For the education issues we will be advocating for, we will often need to communicate with members of the [House Education Committee](#), [Senate Education Committee](#), [Joint Ways and Means Subcommittee on Education](#), and the [Joint Ways and Means Committee](#).



PORTLAND PUBLIC SCHOOLS DELEGATION (2023-25)

Name	District	Contact Information	PPS Schools in District
Representative Willy Chotzen (D)	46	900 Court St NE, H-274, Salem, OR 97301 Rep.WillyChotzen @oregonlegislature.gov	Arleta School Atkinson Elementary School Bridger K-5 Creative Science School Clark Elementary School Franklin High School Grant High School Kellogg Middle School Kelly Elementary School Lane Middle School Lent K-5 School Marysville Elementary School Pioneer 5-8 @ Youngson Pioneer K-6 @ Holladay Center Whitman Elementary School Woodmere Elementary School
Representative Darcey Edwards (R)	31	900 Court St NE, H-380, Salem, OR 97301 Rep.DarceyEdwards @oregonlegislature.gov	Skyline K-8
Representative Shannon Jones Isadore (D)	33	900 Court St NE, H-283, Salem, OR 97301 Rep.ShannonIsadore @oregonlegislature.gov	Chapman Elementary School Forest Park Elementary School Lincoln High School Metropolitan Learning Center K-12 Odyssey Program
Representative Mark Gamba (D)	41	900 Court St NE, H-477, Salem, OR 97301 Rep.MarkGamba @oregonlegislature.gov	Duniway Elementary School Lewis Elementary School Llewellyn Elementary School Sellwood Middle School Woodstock Elementary School
Representative Dacia Grayber (D)	28	900 Court St NE, H-492, Salem, OR 97301	Ainsworth Elementary School Bridlemile Elementary School



Advocacy Toolkit

Name	District	Contact Information	PPS Schools in District
		Rep.DaciaGrayber @oregonlegislature.gov	Hayhurst Elementary School Maplewood Elementary School Rieke Elementary School Robert Gray Middle School West Sylvan Middle School Ida B. Wells High School
Representative Travis Nelson (D)	44	900 Court St NE, H-275, Salem, OR 97301 Rep.TravisNelson @oregonlegislature.gov	Astor School Beach School Cesar Chavez School Chief Joseph Elementary School George Middle School James John Elementary School Ockley Green Middle School Peninsula School Rigler Elementary School Roosevelt High School Rosa Parks Elementary School Sitton Elementary School
Representative Daniel Nguyen (D)	38	900 Court St NE, H-488, Salem, OR 97301 Rep.DanielNguyen @oregonlegislature.gov	ACCESS K-8 Capitol Hill E.S. Jackson Middle School Markham Elementary School Stephenson Elementary School
Representative Rob Nosse (D)	42	900 Court St NE, H-472, Salem, OR 97301 Rep.RobNosse @oregonlegislature.gov	Abernethy Elementary School Benson Polytechnic High School Buckman Elementary School Cleveland High School Creston School DaVinci Arts Middle School Glencoe Elementary School Grout Elementary School Hosford Middle School Laurelhurst School Mt. Tabor Middle School



Name	District	Contact Information	PPS Schools in District
			Multiple Pathways to Graduation Richmond Elementary School Sunnyside Environmental School Winterhaven School
Representative Tawna Sanchez (D)	43	900 Court St NE, H-273, Salem, OR 97301 Rep.TawnaSanchez @oregonlegislature.gov	Alameda Elementary School Boise-Eliot/Humboldt PK-8 Faubion PK-8 Irvington K-8 Jefferson High School Martin Luther King, Jr. PK-8 Sabin K-8 Tubman Middle School Vernon K-8 Woodlawn PK-8
Representative Thuy Tran (D)	45	900 Court St NE, H-285, Salem, OR 97301 Rep.ThuyTran @oregonlegislature.gov	Beaumont Middle School Beverly Cleary School Grant High School Jason Lee Elementary McDaniel High School Rose City Park Elementary School Roseway Heights K-8 Scott Elementary School Vestal Elementary School
Senator Lew Frederick (D)	22	900 Court St NE, S-419, Salem, OR 97301 Sen.LewFrederick @oregonlegislature.gov	Alameda Elementary School Astor School Beach School Boise-Eliot/Humboldt PK-8 Cesar Chavez School Chief Joseph Elementary School Faubion PK-8 George Middle School James John Elementary School Ockley Green Middle School Peninsula School

Advocacy Toolkit



Name	District	Contact Information	PPS Schools in District
			Rigler Elementary School Roosevelt High School Rosa Parks Elementary School Sabin K-8 Sitton Elementary School Tubman Middle School Vernon K-8 Woodlawn PK-8
Senator Kate Lieber (D)	14	900 Court St NE, S-223, Salem, OR, 97301 Sen.KateLieber @oregonlegislature.gov	Ainsworth Elementary School Bridlemile Elementary School Hayhurst Elementary School Maplewood Elementary School Odyssey Program K-8 Rieke Elementary School Robert Gray Middle School West Sylvan Middle School Ida B. Wells High School
Senator Khanh Pham (D)	23	900 Court St NE, S-407, Salem, OR 97301 Sen.KhanhPham @oregonlegislature.gov	Arleta School Atkinson Elementary School Beaumont Middle School Beverly Cleary School Bridger K-5 Creative Science School Franklin High School Grant High School Irvington K-8 Jason Lee Elementary Jefferson High School Kellogg Middle School Kelly Elementary School Lane Middle School Lent K-5 School Martin Luther King, Jr. PK-8 Marysville Elementary School McDaniel High School Pioneer 5-8 @ Youngson Pioneer K-6 @ Holladay Center



Name	District	Contact Information	PPS Schools in District
			Rose City Park Elementary School Roseway Heights K-8 Scott Elementary School Vestal Elementary School Whitman Elementary School Woodmere Elementary School
Senator Lisa Reynolds (D)	17	900 Court St NE, S-213, Salem, OR, 97301 Sen.LisaReynolds @oregonlegislature.gov	Chapman Elementary School Forest Park Elementary School Lincoln High School Metropolitan Learning Center K-12
Senator Kathleen Taylor (D)	21	900 Court St NE, S-205, Salem, OR 97301 Sen.KathleenTaylor @oregonlegislature.gov	Abernethy Elementary School Benson Polytechnic High School Buckman Elementary School Cleveland High School Creston School DaVinci Arts Middle School Duniway Elementary School Glencoe Elementary School Grout Elementary School Hosford Middle School Laurelhurst School Lewis Elementary School Llewellyn Elementary School Mt. Tabor Middle School Richmond Elementary School Sellwood Middle School Sunnyside Environmental School Winterhaven School Woodstock Elementary School
Senator Rob Wagner (D)	19	900 Court St NE, S-201, Salem, OR, 97301 Sen.RobWagner @oregonlegislature.gov	ACCESS K-8 Capitol Hill E.S. Jackson Middle School Markham Elementary School Stephenson Elementary School



Advocacy Toolkit

Name	District	Contact Information	PPS Schools in District
Senator Suzanne Weber (R)	16	900 Court St NE, S-405, Salem, OR, 97301 Sen.SuzanneWeber @oregonlegislature.gov	Skyline K-8



MEETING WITH LEGISLATORS

Phone calls and emails are important, but nothing beats a face-to-face meeting with key legislative players. To set up effective meetings with legislators, it is key to prepare for the meeting and follow up afterwards. Legislators are more likely to take meetings with people who live in their district. Be sure and let them know if you are their constituent.

LOGISTICS

- **Scheduling the meeting:** To set up a meeting, call or email the legislator's office and ask to speak with the staff member in charge of scheduling. Make sure to reach out well in advance (2 weeks to a month) of when you would like to meet. The staff member will be able to set up a meeting virtually or in person for you to meet the legislator.
- **Preparing for the meeting:** Often legislators will only be able to meet for 15 minutes so it will be key to be ready to make the most of that time.
 - Determine who should attend the meeting by bringing a broad coalition that can help legitimize the issue you are working on.
 - Bring written materials or email materials that are succinct in summarizing the issue.
 - Ensure you know where to go so you can arrive promptly.
 - Consider the framing of your message. Research points you can make to persuade them.
 - Have a pre-meeting with the group that will be joining to ensure alignment and establish shared talking points and a clear "ask".
- **During the meeting:** Provide brief introductions and establish your connection to the legislative member and their district. Allow time for the issues you want to discuss and follow your planned agenda. Make sure to save time to make your "ask" by requesting specific commitments from the legislator (eg. sponsoring a bill, supporting a bill, opposing a bill, speaking to leadership about an issue). Allow time for questions and tell the legislator you'll follow up with their staff after the meeting if you don't know the answer.
- **After the meeting:** Write the legislator a thank you note after the meeting. Briefly summarize the issues and provide any additional information that was asked for during the meeting.

STORYTELLING

It's important for elected officials to hear from their constituents so that they are reminded how their decisions impact real people in real places. Legislators pay attention to which programs work in their communities and which ones don't. Sharing stories will help the elected officials you are engaging with understand how the issue you raise is changing, affecting, or improving lives.



STORYTELLING TIPS:

1. **Choose one story to tell.** Meetings with legislators are often short and you may only have a few minutes to tell your story. Pick one story that is clear and concise.
2. **Focus on the personal aspects of your story by sharing one or two details to make it unique and memorable.** Elected officials and their staff hear countless stories during a day and details will help you and the issue you bring up stand out.
3. **Connect your individual story to your larger request/ask by sharing a piece of data about the bigger issue it represents.** But, this is the icing on the cake. The real purpose of your story is to make your audience care about your issue as much as you do.

EMAILING AND WRITING LETTERS TO LEGISLATORS

One key way to engage with legislators is to mail physical letters to their offices or to write them an email. You can find the legislators' contact information on the Oregon State Legislature [webpage](#) under the "House" or "Senate" tab.

When you write your letter or email, you will want to include the following:

- The date
- Who you are writing to
- What you are writing about
- Who you are (a constituent, a parent, etc.)
- Why this is important to you
- A personal connection to the issue
- Restating your ask
- Conclusion
- Your contact information, including your address or intersection if you are emailing your own legislator (so they know you are their voter)



CALLING LEGISLATORS

Another way to engage with legislators is to call their offices directly. You will most likely be connected with a legislator's staff member or be asked to leave a voicemail. Either way, this is a good opportunity for you to share your thoughts. The legislative staff members will report back to the members with the information you shared.

In your phone call, it will be important to include:

- Who you are reaching out to
- What you are concerned/excited about
- Who you are (a constituent, a parent, etc.)
- Why this is important to you
- A personal connection to the issue
- Restating your ask
- Your contact information (email or phone number)

ENGAGING IN THE LEGISLATIVE PROCESS: PROVIDING WRITTEN OR VERBAL TESTIMONY

- To track a bill, you can use the [Oregon Legislative Information System](#) (OLIS). There is a "Bills" tab and a "Committees" tab on the right hand side where you can pull up information by bill number, bill text, or policy committee.
- While the bills you are advocating for move through their committees, it will be important for you to prepare to provide verbal testimony during the committee meeting or written testimony.
 - You can find information on how to submit written testimony [here](#).
 - You can find information on how to provide verbal testimony [here](#).



EXTERNAL ENGAGEMENT

In addition to working with elected officials, there are other ways you work with the media to raise awareness for the issues or bills you are advocating for.

WRITING AN OP-ED

Op-eds are opinion pieces that are usually published opposite the editorial page in a newspaper. They are written by columnists, leaders of organizations, public officials, and community members. At most papers, anyone can submit an op-ed to convey a clear point of view about a topic of public interest.

TIPS FOR WRITING AN OP-ED

- Check the editorial page or the paper's website for instructions on submitting an op-ed. The preferred length is usually in the range of 500–800 words.
- Scan your paper's opinion pages to get a sense of what people are and are not writing about. Opinion editors often look for pieces that cover issues they are not yet covering.
- Anybody can write; the difference between a published and unpublished piece is in the number of rewrites you are willing to do and your openness to seek and receive help if you need it. A good rule of thumb is to have an opening paragraph (engage), three paragraphs of content (highlight the problem and share relevant data), and your closing paragraph with a strong call to action.
- Get in touch with how you personally feel about the issue and feel free to use personal examples, relating your message to your own experiences. Activate the heart before you activate the head.
- Because an op-ed is longer than a letter to the editor, resist the temptation to cover more issues or ideas and focus on going deeper on the issue you want to cover. Tell an illustrative story, give a detailed example, include a bit more data, or highlight other people's points of view. Keep it simple.
- Make sure there is a call to action for the elected officials and/or your readers. An op-ed is a prominent piece that will be read by many people; use this opportunity to be bold in what you are advocating for.



- Make your piece current and relevant. Have it relate to something that is going on now.
- Once you have drafted your piece, send it to others for feedback. This is a crucial step. Feedback from others helps ensure that you have a piece of publishable quality.

TIPS ON PITCHING YOUR OP-ED TO THE PAPER

- Find out who makes decisions about op-eds for your paper. Sometimes this is different from the editorial page editor.
- Submit your piece and then call the right reporter or editor to confirm that it was received within 24 hours of submission.
- Once you've confirmed it was received, call the editor or writer back again within 48 hours to see if they are willing to print your piece. Feel free to tell them who you are and a bit about why you are submitting the piece at this time.
- If you learn the editor does not plan to run it, find out why and determine if a revision would improve its chances of being published. In some cases, the paper may give you the opportunity to shorten it and have it printed as a letter to the editor. If this isn't an option, you can call another paper and ask if they would be interested in your op-ed.
- When your op-ed is published, follow up with a thank you to the editorial page editor.

SHARE YOUR OP-ED!

- Share your Op-Ed with legislators you have been engaging with.
- Promote your Op-Ed on your social media channels.
- Send copies of your piece to other influential members of the community with ties to your issue.



WRITING A LETTER TO THE EDITOR

Letters to the Editor are a collection of reader opinions, representing a wide range of perspectives on current events. These can be another tool for you to use to bring attention to or elevate specific issues. Sending letters to the editor are important advocacy goals because they:

- Reach a large audience
- Are often monitored by elected officials
- Can bring up information not addressed in a news article
- Create an impression of widespread support for or opposition to an issue

TIPS ON WRITING A LETTER TO THE EDITOR:

- **Keep it short and address only one subject.** Many newspapers have strict limits on the length of letters and have limited space to publish them. Keeping your letter brief will ensure that your important points are not cut out by the newspaper.
- **Send letters to weekly community newspapers also.** The smaller the newspaper's circulation, the easier it is to get your letter printed.
- **Be sure to include your contact information.** Many newspapers will only print a letter to the editor after calling the author to verify his or her identity and address. Newspapers will not give out that information, and will usually only print your name and city should your letter be published.
- **Make references to previous articles in the newspaper.** While some papers print general commentary, many will only print letters that refer to a specific article. Here are some examples of easy ways to refer to articles in your opening sentence:
 - I was disappointed to see that The Post's May 18 editorial "Schools Already Have Enough Money" omitted some of the key facts. ("Title of Article," date)
 - I am deeply saddened to read that Congressman X is working to shorten the school year. ("Title of Article," date)



USING SOCIAL MEDIA AS ADVOCACY

Social media tools such as Twitter, Facebook, Instagram and blogs are powerful vehicles in promoting legislative advocacy to a large audience.

QUICK TIPS

- **Be concise:** Keep your posts brief, with a clear call to action, and include a link to background information if necessary.
- **Tags:** Tagging your elected officials or community partners can be an easy way to draw their attention to your campaign.
- **Hashtags:** If you create a hashtag for a specific event or campaign, take time to find out if anyone has used the hashtag before.
- **Plan ahead:** Knowing what you want to post, what you want to say, and when it will go live can help strengthen your message. Be mindful of campaign milestones you want to amplify and other events taking place in your community that might overshadow what you are trying to say, and then plan your posts to coincide with or avoid them.
- **Be creative:** Social media platforms are creative spaces driven by highly visual content. Posts with graphics are more likely to show up in your follower's feeds - and videos can be even more powerful.
- **Balance your content:** Be careful not to overload your followers with too many posts about your campaign.



APPENDIX

MAKING YOUR PERSONAL CALL SCRIPT

My name is _____, and I am from _____ (city, state).

List the reason you are calling and then condense it to one or two sentences.

How does this legislation or issue affect you personally?

What is the call to action for your representative? Do you want a statement, cosponsorship of a bill, a vote, or something else?

EMAIL AND LETTER TEMPLATE

(Month) (Day) (Year)

Representative or Senator (First name) (Last name)

Oregon State Capitol

900 Court Street NE

(Office Number)

Salem, Oregon 97301

RE: (state the topic or include the bill number, author and subject if you are writing to support or oppose a particular legislative bill)

Dear (Representative/Senator) (Last name):

My name is (your first and last name) and I am a (family member /service provider/advocate/community member) who resides in your district. (State why you support or oppose the bill or other issue here. Choose up to three of the strongest points that support your position and state them clearly.)

(Include a personal story. Tell your representative why the issue is important to you and how it affects you, your family member and your community.)

(Tell your representative how you want her or him to vote on this issue and ask for a response. Make sure to include your name and address on both your letter and envelope if mailing a letter.)

Advocacy Toolkit



Sincerely,

Your name

Street address

City, State, Zip code



**TOGETHER ,
WE RISE**

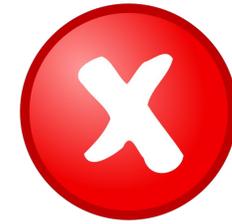
**2025-26 Budget Overview
Presented to the Board of Education**

January 21, 2025

Agenda

- Provide Context for 2025-26 Budget Recommendations
- Share Proposed Recommendations and Anticipated Impacts
- Highlight the Engagement Timeline and Opportunities for Feedback

Financial Pressures Contributing to Our Shortfall



Rising Costs

Inflation has resulted in higher costs of goods and services.

We have invested in our employees' compensation and teacher planning time. PERS costs are also rising.

Our student needs continue.

Limited Revenue

Our state dollars continue to fall short of the costs to operate our schools.

We have less special revenue, including the end of federal pandemic aid.

Declining Enrollment

We have fewer students and the same number of buildings.

Our funding is dependent upon number of students.

Since 2020, PPS's student enrollment has declined 9.5%, faster than Oregon's (6%), and is projected to continue to decline.

Multi-Year Process

COST CONTAINMENT

2022-25



Restricted Hiring + Spending Limits

\$40M OF \$105M REMAINING

2025-26



Current Focus

MODERATE REDUCTIONS PLANNED

2026-27



Future Outlook

\$105M Deficit Timeline

\$72M Two-Year Budget Shortfall Announced in April 2024

\$32M PERS Increase Added to 2025-26 Deficit in November 2024

\$30M Reduced in 2024-25

\$42M Remaining

Added CSL Adjustments Recommended by Governor

\$40M of \$105M Remaining

General Fund Reductions for 2022-23

Unfortunately, our budget gap means that over the next few years, PPS will experience a reduction in staff, programs, and services in schools and the central office.

PPS made \$30 million in cuts for 2022-23.

School-based budgets
\$0 million

Central budgets
-\$30 million

General Fund Reductions for 2023-24

Unfortunately, our budget gap means that over the next few years, PPS will experience a reduction in staff, programs, and services in schools and the central office.

PPS made \$10 million in cuts for 2023-24.

School-based budgets
\$0 million

Central budgets
-\$10 million

General Fund Reductions for 2024-25

Unfortunately, our budget gap means that over the next few years, PPS will experience a reduction in staff, programs, and services in schools and the central office.

PPS made \$30 million in cuts for 2024-25.

School-based budgets

-\$14.2 million

Central budgets

-\$15.7 million

General Fund Reductions for 2025-26

Unfortunately, our budget gap means PPS will experience a reduction in staff, programs, and services in schools and the central office.

PPS needs to make approximately \$40 million in cuts for 2025-26

School-based budgets

-\$29.6 million

Central budgets

-\$12.2 million

These are current estimates; these figures may shift as additional information and decisions surface.

Continued Cuts to Central Budgets

2022-2023

The central office made over \$30 million in reductions to spare schools from funding cuts.

2023-2024

During the middle of the school year, we implemented a hiring freeze for central office positions and reduced non-personnel budgets by \$10 million to address the shortfall.

2024-2025

Reductions for the centrally-based, centrally-funded services totalled \$15 million.

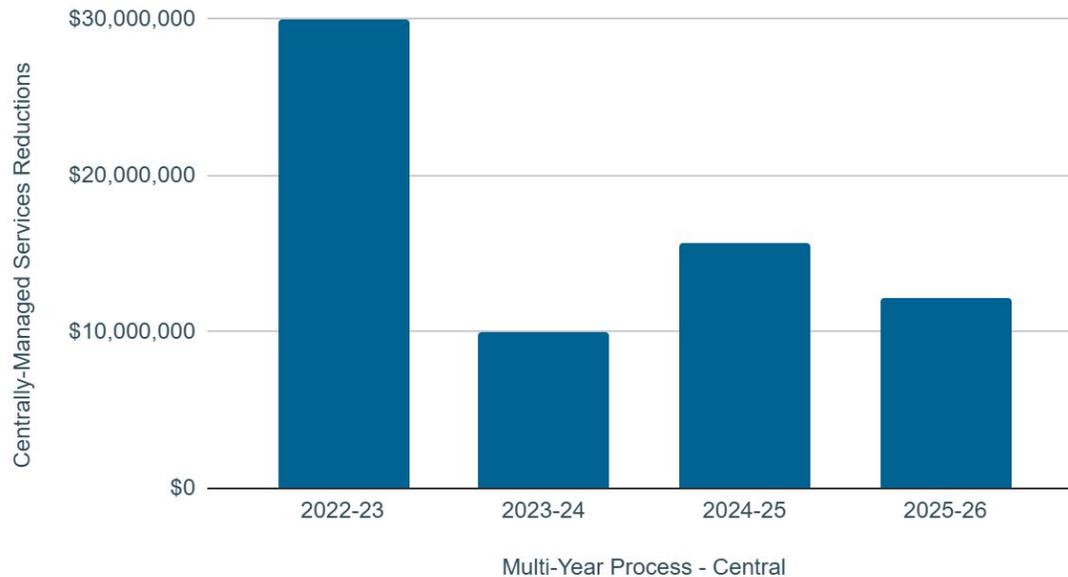
This was achieved to the greatest extent possible by decreasing non-direct student-facing staff, central office operations, and contracts with outside organizations.

Projected 2025-2026

Reductions for the centrally-based, centrally-funded services are projected at \$12 million.

This will be achieved to the greatest extent possible by decreasing non-direct student-facing staff, central office operations, and contracts with outside organizations.

Centrally-Managed Services Reductions



Total \$67M cut over four years

Our Why

Our mission is to educate all children to their highest potential to be productive, respectful, self-reliant, and responsible citizens who value the richness of diversity.

PPS reImagined

Preparing Our Students to Lead Change and Improve the World

- Educational System Shifts
- Educator Essentials
- Graduate Portrait

Forward Together

Strategic Plan for Racial Equity, Inclusion, and Excellence

- Racial Equity & Social Justice
- Inclusive & Differentiated Learning
- Professional Excellence & Support
- Embracing Change

Board of Education Goals

Eliminate Opportunity and Outcome Gaps

- Third Grade Reading
- Fifth Grade Math
- Eighth Grade Readiness
- High School Graduation



25-26 Proposed Reductions



Category	Description	Projected Savings	Position Change
Central Office	Senior Leadership Staff	1,500,000	6
	Classified Staff	900,000	7
	Licensed Staff	600,000	4
	Non-Represented Staff	400,000	3
	Administrator	400,000	2
	Grant Program Ending (Match Requirements)	700,000	1
	Central Office Travel	200,000	0
	Facilities Services Reduction	200,000	0
	Let's Talk Contract	100,000	0
	Non-Personnel	800,000	0
	Personal Services (Contracts)	3,400,000	0
	Professional Development (Reduce Four Teacher Professional Learning Days)	2,200,000	0
	Racial Equity & Social Justice Partnership Contracts 5% Reduction	400,000	0
	Security (Reduce Campus Safety Associate Overtime)	300,000	0
	Transportation - Limit Charter Bus Use	100,000	0
	Central Office Total	\$12,200,000	23

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25-26 Proposed Reductions



Category	Description	Projected Savings	Position Change
Elementary School	Kindergarten Educational Assistants at class size of 20 in Title I schools only (Classified Staff Reduction) (39% reduction)	1,200,000	18
	Licensed and Classified Staff Reduction Due to Enrollment Decline	800,000	6
	Reduce K-5 International Baccalaureate Programming	500,000	3
	Elementary School Total	\$2,500,000	27

Category	Description	Projected Savings	Position Change
High School	High School Staffing Formula Increase By One Student	2,800,000	20
	Discontinue High School "Targeted School Improvement" Staffing Allocation	2,100,000	15
	High School Total	\$4,900,000	35

Category	Description	Projected Savings	Position Change
K-8 School	Licensed and Classified Staff Reduction Due to Enrollment Decline	1,200,000	8
	K-8 School Total	\$1,200,000	8

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25-26 Proposed Reductions



Category	Description	Projected Savings	Position Change
Middle School	Remove Dual Language Immersion Supplemental Staffing	1,400,000	10
	Reduce Title I Supplemental Staffing	800,000	6
	Licensed and Classified Staff Reduction Due to Enrollment Decline	200,000	1
	Middle School Total	\$2,400,000	17

Category	Description	Projected Savings	Position Change
Multiple School Levels	Reduce Licensed Supplemental Staff (Instructional Coach, Interventionists, Social Emotional Supports, School Site Instructors) (40% reduction)	10,400,000	69
	Program Balancing Pool of Licensed Staff	2,500,000	20
	Program Balancing Pool of Administrators	2,800,000	14
	Program Balancing Pool of Licensed Staff (Southeast Guiding Coalition)	1,400,000	10
	Multiple School Levels Total	\$17,100,000	113

Category	Description	Projected Savings	Position Change
Specialized Programs	Multilingual Learners Staffing (ELD)	1,000,000	7
	Specialized Programs Total	1,000,000	7

Grand Total		\$41,300,000	228
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Engagement Timeline: Winter 2025



Day	Date	Engagement
Thursday	Jan 16	Senior Directors and Assistant Superintendents meet with Dr. Franco and Budget Team
Thursday	Jan 16	Dr. Armstrong + Senior Leaders meet w/ Building Leaders to discuss Budget Overview-DRAFT
TBD	TBD	Board Working Session: Advocacy and Proposed Reductions
Thursday	Jan 23	Community Transition Meeting with External Stakeholders
Thursday	Jan 23	Community Budget Review Committee (CBRC) Meeting
Monday	Jan 27	Budget Recommendations: A Message to Educators
Thursday	Jan 30	Educator Town Hall (Virtual)
Monday	Feb 3	Community Budget Forum (Virtual)
Tuesday	Feb 4	Recommendations Finalized
Thursday	Feb 6	Optional Administrator Listening Session (In-Person)

Board Adoption Timeline: Spring 2025

Day	Date	Engagement
Tuesday	Mar 4	Board Budget Work Session with Community Budget Review Committee
Tuesday	Mar 18	Board Budget Work Session
Tuesday	Apr 22	Board Meeting: Superintendent Delivers the 2025-26 Proposed Budget
Tuesday	May 1	School Board Public Comment Session on the 2025-26 Proposed Budget
Tuesday	May 6	Community Budget Review Committee Presents Reports to School Board
Tuesday	May 20	Board Meeting: School Board as a Budget Committee Approves the 2025-26 Proposed Budget
Tuesday	June 10	TSCC Hearing: Tax Supervising and Conservation Commission Certifies the 2025-26 Approved Budget
Tuesday	June 10	Board Meeting: School Board Adopts the Approved 2025-26 Budget

State Advocacy

State Advocacy Toolkit

**Get involved and help
Oregon students achieve
their highest potential!**

- Legislative Engagement
- External Engagement
- Templates and Scripts

PPS will pursue the following budget priorities in

2025 Legislative Session Advocacy:

- Invest in High Quality Education
- Pass the Governor's Recommended Changes to the Current Service Level (CSL)
- Fully Fund Recent Mandates and New Initiatives
- Fully Fund Special Education Services
- Funding for Student Supports
- Maintain Sustainable Funding
 - ◆ School nutrition programs, extended learning opportunities, and early literacy
 - ◆ Currently on 2025 Oregon Legislative Agenda: [HB 3039](#) Directs ODE to study ways to increase summer and afterschool programs
- Additional Funding
 - ◆ Facility improvements, curriculum, transportation, green schoolyards, cyber security, and healthcare access

Budget Feedback

Comments?

Share your insights
with the Board of
Education

publiccomment@pps.net

Or share with District
Leadership (form),

