

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

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OFFICE OF THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
BLANCHARD EDUCATION SERVICE CENTER
PORTLAND, OREGON

The Regular Meeting of the Board of Education came to order at 6:03pm at the call of Co-Chair Greg Belisle in the Board Auditorium of the Blanchard Education Service Center, 501 N. Dixon St, Portland, Oregon.

There were present:

Pam Knowles, Co-Chair
Ruth Adkins - *absent*
Bobbie Regan
Tom Koehler
Steve Buel
Matt Morton
Greg Belisle, Co-Chair

Andrew Davidson, Student Representative

Staff

Carole Smith, Superintendent
Caren Huson-Quiniones, Board Senior Specialist

PARTNERSHIP RECOGNITION

Melissa Goff, Executive Director of Teaching and Learning, acknowledged partnerships with the following: Ed Fitzgerald, Director of Special Projects, Health Teacher; Cindy Hill, RN, MSN, Nurse Executive for Randall Children's Hospital at Legacy Emanuel; and, Jodi Coombs, Vice-President of Women and Children's Service, OHSU Doernbecher Children's Hospital. The Board thanked all for their services to PPS.

SUPERINTENDENT'S REPORT

Superintendent Smith provided her report on the following topics: converting to the Synergy student system; Project Community Care, which had 6,594 volunteers at 64 schools to assist with yard work; the completed first round of bond work that was performed over the summer; completion of the Grant track and field; expansion of early Kindergarten Transition Program; the Reconnections campaign; PPS Wellness Initiatives; and, the new employee orientation video.

PUBLIC COMMENT

Terrence Moses, Chief Joe/Ockley Green Board PTA member, stated that they are one unity, one community. Their experiences have been most encouraging. They have hosted a Back-to-School Night, Barbecue, Dance Night, and more. They have the potential to achieve great things in the future.

Jessica Thompson provided feedback on the merger of Chief Joe and Ockley Green. They have experienced struggle: the front office staff has had to triage the needs of everyone while monitoring the security of the front doors; they need help. There are serious concerns about

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Bernie Bottomly, Portland Business Alliance, shared the results of a public opinion survey they conducted in July regarding attitudes on education and PPS. Portlanders want all kids to be academically successful and want the school system to prepare kids for life. Portlanders love and respect their teachers and want them to be treated fairly, however they see the need for changes in the existing labor contract. Portlanders would prefer shifting to an 8-hour school day and 2/3 of responders support updating the contract. What the District is currently offering reflects the community views.

Eliza Erhardt- Eisen, Co-Chair of the Portland 80 Percenters for Education for Excellence, stated that she has attended the bargaining sessions. There were four contract priorities that were crucial: great teachers in every classroom with language for professional development; optimizing instructional hours; enhance parent communication/engagement; and, enhance volunteerism and community engagement.

Greg Burrill stated that class sizes are the result of a lack of resources. Teachers are always asked to give more at someone else's expense. He would like to envision a school system with a variety of class selections and looking forward to cultural diversity. We should start with fewer central office personnel. Why can't IT be run by tech teachers; why can't TOSAS be in the classroom; why can't curriculum specialists take time off to develop curriculum?

COMMENTS BY PORTLAND ASSOCIATION OF PRINCIPALS AND SCHOOL ADMINISTRATORS (PAPSA).

Peyton Chapman, President of PAPSA, stated that principals were present tonight to show their support for their colleague principals who are on the District bargaining team. When the principals speak on bargaining, they are speaking from experience. Principals and Vice-Principals want to honor teachers. The current contract has too many barriers for hiring the right teacher. One hiring round would help us keep the talented teachers we have invested in. The principals on the bargaining team speak on behalf of all principals in PPS.

EDUCATIONAL SPECIFICATIONS: HIGH SCHOOL "AREA PROGRAM"

Paul Cathcart, Project Manager, provided a brief overview of the work to date. The Educational Specifications are a set of facilities guidelines that establish the way school buildings support programs and curriculum and establish baseline standards across the district.

John Weekes reviewed what they have learned to date. The Area Program includes: classrooms for core and advance programs; addition of smaller instructional spaces; arts program; athletics; administrative and student support spaces; and, community partners and service providers.

Director Regan commented that she was pleased to see student spaces in the buildings and asked about outside space. Mr. Cathcart responded that outdoor space would be covered in the next phase of the project.

Director Regan asked for help in understanding 6,000 square feet for Career Technical Education (CTE). Mr. Cathcart responded that it would typically be the size of an auto shop or otherwise. Part of it would be CTE space and adjacent space, used for core are subjects, could also be used. Six classrooms would be adjacent for each use. Jon Weekes added that it could vary dependent upon the school and the the community desires. We would not be locked in to 6,000 square feet. Co-Chair Knowles stated that she was also concerned about 6,000 square feet for CTE and does not think it is enough. We currently cannot serve all the students who want to be enrolled in CTE at Benson High School. Nowhere in the memo does it mention CTE and keeping it at the forefront. Director Koehler asked how the 6,000 square feet was determined. Mr. Cathcart responded that this was just a draft document, but staff looked at the programs currently

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being offered. Staff developed the number on the average of the spaces. Co-Chair Knowles questioned if vocational education teachers were involved in the surveys or conversations. Mr.

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Kevin Spellman, Chair of the Bond Accountability Committee (BAC), reported that the Committee found that the changes could be done within the scope of the existing bond program. The risk is in reducing the cost per square foot and taking half of the contingency, along with the schedule being a concern. BAC is looking for a Board decision so that they can move forward; delaying decisions could delay the entire program.

Director Regan commented that she would like to include in the rebuild the opportunity for solar on the roofs or to insure we have air conditioning in the buildings so that they will be truly year-round use buildings. Ms. Sylvester stated that the change in cost per square foot does not change the scope of the project. The facilities need to be 12 month buildings. State law requires 1% of the budget to be used for solar/green work. If we could eliminate air conditioning due to using other measures to maintain year round buildings, she would want that on the table. Director Buel asked if the windows in the buildings would still open if air conditioning it in the buildings. Ms. Sylvester responded that it would depend, but in all likelihood there would be some operable windows. That discussion will take place during the design phase of each project.

Director Regan questioned if we should build all three high schools with the same core common space. Ms. Sylvester responded that it would cost about \$3.1 million more if we took Roosevelt from a core of 1500 to 2000. Director Morton stated that his one wish is that we do not hear the building is not large enough.

Director Buel stated that he had no confidence in our ability to predict the numbers; we do not know about the Roosevelt neighborhood as it could turn around and we would need a bigger building.

Director Koehler commented that the Long Range Facility Plan states that the first lever was boundary change and transfer, and yet staff's memo tonight says they are not considering that. We have to keep the faith with the voters.

Director Regan mentioned that, in general, she is supportive of moving forward with a larger core but does not believe she is open to Roosevelt built out to 2,000. Her concern was the classroom capacity build-out being considered for Grant.

BUSINESS AGENDA

Director Buel moved and Director Koehler seconde

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The Superintendent RECOMMENDS adoption of the following items:

Numbers 4804 and 4805

Director Knowles moved and Director Koehler seconded the motion to adopt the above numbered items, with the exception that the NCS Pearson Revenue item be voted on separately. The

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Other Matters Requiring Board Approval

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RESOLUTION No. 4806

Authorizing Increased Program Area for Franklin, Grant and Roosevelt High School
Full Modernizations as Part of the 2012 Capital Bond Program and
Acknowledging Related Impact on the Bond Program Reserve

RECITAL

- A. Sixty Six percent (66%) of Portland Public School District (“PPS”) voters approved a ballot measure in November 2012 for a PPS bond to improve schools.
- B. The approved 2012 Capital Bond Program includes the full modernization of three comprehensive high schools: Franklin, Grant and Roosevelt.
- C. Following voter approval of the capital bond program a community-wide visioning process resulted in Resolution No. 4800 adopting the Education Facility Vision as part of the District-wide Education Specifications.
- D. Consistent with the Facility Vision, phase 2 of the Education Specification process ensued resulting in a comprehensive high school area program which includes required core and advanced educational program; fine and performing arts; athletics; administration; counseling/career; SPED; ESL; student center/commons (also serves as cafeteria); media center; miscellaneous educational, student, custodial, mechanical and electrical support spaces; enhanced electives; partner/community use; and wrap-around service providers.
- E. The community clearly indicated a desire for community use of appropriate high school building spaces that requires consideration during the design processes, particularly as regards zoning of spaces for public access while maintaining building-wide security.
- F. The 2010 High School System Design process stabilized high school enrollment and equitable program offerings.
- G. Enrollment projections provide possible scenarios for a 10-year time period, but PPS school buildings must be scaled to support multiple generations influenced not only by birth rates but also in-migration to the Portland area.
- H. The 2012 capital bond program was developed with individual project contingencies, a \$45 million program-level escalation contingency, and a \$20 million program-level bond reserve for use at the Board’s discretion consistent with the projects identified in the voter-approved ballot measure.
- I. The original 2012 capital bond program high school full modernization scopes and budgets were conceptual in nature and now require refinement.
- J. The May 2012 Long-Range Facility Plan had a 10-year planning horizon pursuant to ORS 190, but recommended planning a “robust program capacity for each rebuilt or fully renovated facility”.
- K. The comprehensive high school Education Specification details space requirements for a robust program.
- L. Enrollment forecasts and anticipated improvements in capture rates require larger capacity schools.

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- M. Larger school buildings require additional funds to supplement the original project budgets. The bond program reserve was developed in anticipation of desired changes in project scope and/or quality.

RESOLUTION

1. The Board of Education directs staff to master plan the following high schools to the indicated capacities:
 - Franklin High School: Common Areas for 2000 students, Classrooms for 1750 students
 - Grant High School: Common Areas for 2000 students, Classrooms for 1750 students
 - Roosevelt High School: Common Areas for 1500 students, Classrooms for 1200 students
2. The Board of Education directs staff to master plan these high schools to include a subsequent phase for each school to add future classrooms to bring total classroom capacity to the common area capacity.
3. The Board of Education acknowledges the \$10 million impact this increased program area change will have on the 2012 capital bond program reserve; but the action to approve those funds will not occur until Board approval of schematic design anticipated for Franklin and Roosevelt High Schools in March 2014.
4. The Board of Education acknowledges the larger program area for these three high schools will be designed and constructed for \$257 million prior to escalation.

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RESOLUTION No. 4807

Authorizing the Superintendent to Enter into a Predevelopment Agreement with Concordia University for master planning and replacement of Faubion K-8 School

RECITALS

- A. Concordia University and Portland Public Schools (PPS) have a long-standing relationship which has mutually benefited students of each institution, with ongoing tutoring and mentoring at several PPS schools and specifically at Faubion K-8 school.
- B. Portland Public Schools and Concordia University have jointly used each other's facilities to expand and enrich the program offerings of each institution including PPS' play fields as well as Concordia's new library and sports complex.
- C. Concordia University students, particularly through their Student Service Corps, have donated hours of assistance to Faubion students to improve their academic success, while allowing Concordia students to receive valuable hands-on teaching experience.
- D. Concordia University's campus and Faubion K-8 school are adjacent but not currently laid out to take advantage of potential synergy between them.
- E. There are significant needs within the Cully-Concordia neighborhoods which a replaced Faubion PreK-8 school could help address including a health clinic, early learner center, family resource center, and other wrap-around services.
- F. The 2012 bond campaign described and envisioned Tw[.5(o)5.8(r)-1.8(of pote-1.8(d)me Tw(n)Tw(Br)College)map] wrap-aroundTw[services, with specific additionalTw[ately raised ca] Concordia Partnershipon diw Twredent.
- G. Concordia University and Portland Public Schools entered into a Understanding 8pgSeptember 2012 which contemplated a Pred Concordia University, attached as Exhibit 1 to this Resolution, for the master planning ando

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Exhibit 1

PREDEVELOPMENT AGREEMENT

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sufficient to use as marketing materials

3.1 **3 to PhD Internal Steering Committee (CU):** This group includes key leaders from Faubion School, PPS Administration, and Concordia University Administration, Faculty, Staff and Council of Trustees and has been, and will remain, instrumental in developing academic and community programming specifically designed to fulfill the promise of the Faubion School-PPS/Concordia University 3 to PhD™ initiative. 3 to PhD is a replicable school/university partnership model being co-developed to close the achievement gap at Faubion School and other similar schools. The work of this steering committee will help inform the “function” in the “form follows function” approach for developing initial concept designs and schematics.

3.2 **Education Specifications Executive Advisory Committee (PPS):** District-wide educational specifications are a vision and a set of facilities guidelines that establish the ways school buildings support programs and curriculum, and establish baseline facilities design characteristics across the PPS District. For schools undergoing significant modernization, educational specifications will inform the initial design process of the space requirements needed to deliver PPS educational programming.

3.3 **Bond Accountability Committee (PPS):** In response to the need for accountability regarding the PPS effective use of capital construction bond funds, the School Board appointed a Bond Accountability Committee whose charge is to monitor the planning and progress of the bond program relative to voter-approved work scope, schedule and budget objectives. The Committee will actively review the bond program including the Faubion Project regardless of funding source and provide advice to the School Board.

3.4 **Vanguard Group/ Campaign Cabinet (CU):** This group is being formed and will include civic leaders, philanthropists, policy makers/leaders, business leaders, education leaders and representatives from the Concordia University Council of Trustees and PPS School Board. The Vanguard Group will evolve into the Campaign Cabinet and will be charged with the primary responsibility for raising philanthropic support for those portions of this collaboration, capital and programmatic, requiring such support.

3.5 **Faubion Design Advisory Group:** This group will assist PPS and Concordia to ensure that stakeholder representatives of the Faubion school community have the opportunity to take part in the planning and design of school improvements and to stay current on the progress of construction. The Design Advisory Group (DAG) will consist of parents; Faubion and Concordia faculty, teachers and staff; Faubion and Concordia students; the community; and wrap around constituents. The DAG will provide feedback into the master planning and the architectural design process, as more particularly described in Section 5.4 below.

SECTION 4 : PREDEVELOPMENT PERIOD

The term of this Predevelopment Agreement (“Predevelopment Period”) will commence on the later of the dates that a party executes the Predevelopment Agreement as indicated by the date of signatures at the end of this Predevelopment Agreement

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(“Effective Date”), and will end on the earliest of (a) delivery of the Master Plan, as approved by the Executive Management Team, to the respective governing boards; or (b) the effective date of a party’s notice of termination of the Predevelopment Agreement; or (c) February 28, 2014, unless extended by mutual agreement of the parties. The Work Plan, defined below, will be completed during the Predevelopment Period, or such extended period as the parties may determine.

SECTION 5 : DECISION MAKING RESPONSIBILITIES

This section, along with Section VII below, sets out the responsibilities of the Decision Making Participants. These responsibilities constitute the “Work Plan” under this Predevelopment Agreement.

5.1 **Executive Management Team:** The Executive Management Team will:

5.1.1 Review and consider work product synthesized by the Project Management Team;

5.1.2 Taking into account the funds available for the Faubion Project from the PPS 2012 Bond, and anticipated private funding, determine preferred option for Master Plan development and eventual final Master Plan draft for board approvals. Master Plan programming will be used by the Project Management Team, architect and DAG (“Initial Program”).

The Initial Program **will** include:

5.1.2.1 Faubion School Instructional Space, encompassing a robust Pre-K through 8 curriculum with a focus on raising the achievement of all Faubion students while closing the achievement gap. The Instructional Space will integrate:

- (i) Space as identified in PPS Education Specifications for Pre-K-8 educational facilities;
- (ii) Flexible space to accommodate changing technology/pedagogy (including Wi-Fi access points throughout school);
- (iii) Science Labs for STEM (Science, Technology, Engineering, Math) – potentially shared space between the parties;
- (iv) Visual and performance arts spaces – potentially shared space between the parties;
- (v) Best practices space(s) that support teaching, including student teachers;
- (vi) Space for specialized partner programming for student needs;
- (vii) Appropriate secondary school connections and collaborations;

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(viii) A Learning Garden; and

(ix) Outdoor Learning Space.

5.1.2.2 Early Childhood Learning (Pre-K) and development center;

5.1.2.3 Family Resource Center (including technology for use by PPS families);

5.1.2.4 Media center/Library/computer room (recognizing Faubion students regularly use Concordia's George R. White Library & Learning Center with access to Jody Thurston Northwest Center for Children's Literature);

5.1.2.5 SUN School space and space for other partner providers; and

5.1.2.6 Concordia University uses, mainly faculty offices, conference rooms, and classrooms for the Concordia College of Education – including shared spaces.

The Initial Program **may** include:

5.1.2.7 Space for wrap-around services for Faubion students and parents, and potentially Concordia students, where appropriate such as:

(i) Health and Wellness Center; Dental care;

(ii) Health care - Pre Natal and beyond;

(iii) Family Health;

(iv) Student Mental Health;

(v) Showers/Laundry for homeless students (possibly near/at gym); and

(vi) Other Social Services.

5.1.2.8 Interior and exterior space to accommodate a parent resource facility and neighborhood events, including potential school focused nutritional based grocery services/store;

5.1.2.9 Auditorium with 1,000 seat capacity on Concordia's site;

5.1.2.10 Play facilities and joint use athletic field that may accommodate NCAA DII level women's softball and Faubion baseball use, depending upon potential real estate acquisitions; and

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5.1.2.11 Construction of Faubion Project elements identified in the Master Plan may be phased over appropriate time periods, as determined by the parties.

5.1.3 Approve the Project Management Team's work scope and schedule as prepared by the Project Manager and approved by the Project Management Team.

5.1.4 Each Executive Lead, or his or her designated representatives or consultants will confer regarding issues not directly related to completing the Master Plan, but which will be advanced during the Predevelopment Period, which issues are described in Section VII below.

5.1.5 Upon completion of the Project Management Team's work, and any resolution of issues described in Section VII below, the Executive Management Team will review and accept or modify Project Management Team work, or direct additional Project Management Team work as it determines appropriate.

5.1.6 When the Executive Management Team is satisfied with Project Management Team work, the members will forward the work product to their respective Boards for approval, if necessary.

5.1.7 Any decision of the Executive Management Team will be made by consensus.

5.2 Project Management Team: Any decision of the Project Management Team will be made by consensus. The Project Management Team will:

5.2.1 Review and approve a work scope for the Project Management Team based on the Initial Program. The work scope will include a schedule with key decision points that is designed to complete recommended Master Plan by the end of the Predevelopment Period;

5.2.2 Hire, direct and supervise the work of a predevelopment architect and associated design team ("Architect"). The Architect will work in coordination with a consulting architect that may be retained by Concordia at its discretion;

5.2.3 Participate in all public input processes led by the Architect and the Project Manager to inform Master Plan;

5.2.4 Utilize input of the DAG in making decisions on Master Plan matters; and

5.2.5 Approve final Master Plan for recommendation to the Executive Management Team.

5.3 Predevelopment Project Manager: Erik Gerding is the Predevelopment Project Manager. In general, the Predevelopment Project Manager will

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work with PPS staff and consultants, Concordia University, the City of Portland, school staff and the Portland community to assist in the planning of the Faubion Project under the management of the PPS Office of School Modernization (OSM). Specifically, the Predevelopment Project Manager will:

- 5.3.1 Organize and direct activities of Project Management Team;
- 5.3.2 Lead the DAG process;
- 5.3.3 Lead the process to select Predevelopment Architect (RFP/RFQ) with participation of Project Management Team;
- 5.3.4 Advise PPS on administration of the Predevelopment Architect's contract;
- 5.3.5 Coordinate and schedule public input during Predevelopment Period, such as assisting Architect in public charrettes and other public meetings;
- 5.3.6 Provide Faubion Project information to other interested parties such as neighborhood and business associations, Concordia campus community and others;
- 5.3.7 Provide regular updates on the work scope to the Bond

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result of Concordia's fundraising efforts. Those subjects are identified in Section 7 below.

The Development Agreement will include the following subjects in addition to

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8.5 Each party will pay for the consultants and attorneys that each may retain for purposes of advice relating to the Work Plan and/or the Development Agreement issues outlined in Section 7 above.

SECTION 9 : ASSIGNMENT

Neither party shall partially or wholly dispose of, assign, or agree to dispose of or assign its interest in or obligations under this Predevelopment Agreement without the prior written approval of the other party, to be granted at the other party's sole discretion.

SECTION 10 : TERMINATION BY NOTICE.

Either party may notify the other party that it intends to terminate its participation in the processes described in this Predevelopment Agreement upon the terminating party finding, in its sole discretion, that continuing the Work Plan is not in its best interest. The terminating party will give the other party not less than 60 days notice of termination.

SECTION 11 : DEFAULT BY CONCORDIA

The following shall constitute defaults on the part of Concordia:

11.1 Any breach of the provisions of this Predevelopment Agreement whether by action or inaction, which continues and is not remedied within sixty (60) days after PPS has given written notice to Concordia specifying the breach; provided that if such breach cannot with due diligence be cured within a period of sixty (60) days, Concordia shall have up to sixty (60) additional days to cure such breach, and in any such event such breach shall not constitute a default so long as Concordia diligently proceeds to effect such cure and such cure is accomplished within the additional 60-day period.

11.2 Any assignment by Concordia for the benefit of creditors, or adjudication as a bankrupt, or appointment of a receiver, trustee or creditor's committee over Concordia, if such assignment, adjudication or appointment is not dismissed within ninety (90) days. There shall be no cure for a breach under this Section 11.2.

SECTION 12 : DEFAULT BY PPS

PPS shall be in default if it breaches any of the provisions of this Predevelopment Agreement whether by action or inaction, and such breach continues and is not remedied within sixty (60) days after Concordia has given written notice specifying the breach; provided that if such breach cannot with due diligence be cured within a period of sixty (60) days, PPS shall have up to sixty (60) additional days to cure such breach, and in any such event such breach shall not constitute a default so long as PPS diligently proceeds to effect such cure and such cure is accomplished within the additional 60-day period.

SECTION 13 : DISPUTE RESOLUTION

In the case of a claimed default pursuant to Section 11 or 12 which is not cured or being cured, a non-defaulting party may not file litigation to exercise its remedy pursuant

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to Section 14 of this Predevelopment Agreement, unless the non-defaulting party gives the defaulting party a notice requesting a meeting of the President of Concordia and the Superintendent of PPS and establishing a weekday date for the meeting within not fewer than seven (7) and not more than fourteen (14) days of the date of the notice. These representatives of the parties shall meet on the day noticed and engage in good faith discussions in an attempt to resolve the claimed event of default. The meeting may be continued until either the non-defaulting party calling the meeting or the defaulting party elects not to participate further. If the above process does not resolve the claimed breach, then each party shall be entitled to pursue its remedies pursuant to Section 14 of this Predevelopment Agreement.

SECTION 14 : REMEDIES

14.1 Remedies for Concordia Default

If Concordia shall default under the terms of this Predevelopment Agreement and shall not cure such default pursuant to Section 11, then PPS may recover from Concordia all monetary damages (except for punitive, consequential or exemplary damages) and pursue all other remedies allowed at law or in equity arising out of, or related to, or caused by, the uncured default. The parties agree that equitable remedies may include specific performance or injunctive relief in some circumstances, but no party has agreed in advance as to the availability of any particular remedy in any particular factual circumstances.

14.2 Remedies for PPS Default

In the event of a default by PPS, which is not cured pursuant to Section 12 then Concordia may recover from PPS all monetary damages (except for punitive, consequential or exemplary damages) and pursue all other remedies allowed at law or in equity arising out of, or related to, or caused by the uncured default. The parties agree that equitable remedies may include specific performance or injunctive relief in some circumstances, but no party has agreed in advance as to the availability of any particular remedy in any particular factual circumstances.

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15.6 Notices

All notices given under this Predevelopment Agreement shall be in writing and may be delivered, with all applicable postage or delivery charges prepaid, by personal delivery or messenger, by overnight courier service, or by deposit in the United States Mail, as certified mail, return receipt requested, or by e-mail, and addressed as follows:

PPS: Jollee Paterson, General Counsel
Portland Public Schools
501 N. Dixon
Portland, OR 97227

With a copy to:
Robert Alexander, Director of Planning and Asset Management
Portland Public Schools
501 N. Dixon
Portland, OR 97227

Concordia:

Gary Withers, Executive Vice President
Concordia University
2811 NE Holman
Portland 97211

With a copy to:
Dennis Stoecklin, Chief Financial Officer
Concordia University
2811 NE Holman
Portland OR 97211

Notices shall be deemed received by the addressee upon the earlier of actual delivery or refusal of a party to accept delivery thereof; provided that notices sent by email shall be deemed given on the date received if and only if delivered prior to 5:00 p.m. Pacific Time and if simultaneously sent by another means allowed hereunder. The addresses to which notices are to be delivered may be changed by giving notice of such change in address in accordance with this notice provision. Notices may be given by counsel to a party.

15.7 Non-waiver

Waiver by any party of strict performance of any provision of this Predevelopment Agreement shall not be deemed a waiver of or prejudice a party's right

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to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the party granting a waiver. A waiver of one provision of this Predevelopment Agreement shall be a waiver of only that provision. A waiver of a provision in one instance shall be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

15.8 Partial Invalidity

If any provision of this Predevelopment Agreement is held to be invalid or unenforceable, the remainder of this Predevelopment Agreement, and the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Predevelopment Agreement shall be valid and enforceable to the fullest extent permitted by law. If a material provision of this Predevelopment Agreement is held invalid or unenforceable such that a party does not receive the benefit of its bargain, then the parties shall renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the parties' agreement herein.

15.9 Calculation of Time

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controversy arising out of this Predevelopment Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing or non-defaulting party shall be entitled to recover its attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law. In the event either party is represented by in-house legal counsel, attorneys' fees as described in this section shall include the value of the services provided by in-house counsel, which shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice in the Portland, Oregon metropolitan area for such services.

15.14 Successors and Assigns

Subject to any applicable provisions of this Predevelopment Agreement, the rights, obligations, liabilities, and remedies provided in this Predevelopment Agreement shall extend to the successors-in-interest of the parties and to the transferees and assignees of the parties.

15.15 Interpretation of Predevelopment Agreement; Status of Parties

This Predevelopment Agreement is the result of arm's-length negotiations among the parties and shall not be construed against any party by reason of its preparation of this Predevelopment Agreement. Nothing contained in this Predevelopment Agreement shall be construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship between the parties.

15.16 Capacity to Execute; Mutual Representations

The parties each warrant and represent to the other that this Predevelopment Agreement constitutes a legal, valid, and binding obligation of that party. Without limiting the generality of the foregoing, each party represents that its governing authority and, in the case of PPS, the School Board, has authorized the execution, delivery, and performance of this Predevelopment Agreement by it. The individuals executing this Predevelopment Agreement warrant that they have full authority to execute this Predevelopment Agreement on behalf of the entity for whom they purport to be acting. Each party represents to the other that neither the execution and delivery of the Predevelopment Agreement, nor the consummation of the transactions contemplated hereby will: violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, government agency, or court to which it is subject or any provision of its charter or bylaws; or conflict with, result in a breach of, or constitute a default under any other agreement to which it is a party or by which it is bound. No party needs to give any notice to, make any filing with,

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or obtain the consent of any other entity or person to consummate the transaction contemplated by this Predevelopment Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Predevelopment Agreement as of the dates shown below.

PPS:

SCHOOL DISTRICT NO. 1J,
MULTNOMAH COUNTY, OREGON

By: _____

Print Name: _____

Its: _____

Date: 03/18/56 _____ -2130Dt2v91oT.0

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RESOLUTION No. 4808

Designation of Signature Authority

RECITALS

- A. As a result of an advertised competitive process, Emily Courtnage has been selected and hired as the District Contract Process Manager.
- B. The Contract Process Manager reports to the Program Director of Purchasing and Contracting.
- C. The Contract Process Manager oversees the District's contracting process and executes contracts on behalf of the Superintendent and the District as per PPS Public Contracting Rules (8.50.100-P) and Purchasing and Contracting Delegation of Authority (8.50.105 AD).
- D. The Contract Process Manager also performs duties as the Deputy School Clerk ("Deputy Clerk") as specified in A.D. 2.50.013 and ORS 332.515. This position is one of several which are designated as a Custodian of Records; the Deputy Clerk assures original contract copies and related documents are tracked and filed securely. The position works in conjunction with Records Management to assure contracts are retained as per State public records law (ORS 192).
- E. The Deputy Clerk is bonded as per ORS 332.525.

RESOLUTION

- 1. Effective September 24, 2013, the Board hereby assigns Emily Courtnage, Contract Process Manager, authority to perform the duties of the Deputy Clerk.
- 2. Further, the Board grants Emily Courtnage, acting as the Deputy Clerk, authority to sign contracts and other legal documents on behalf of the Superintendent and the District.

N. Sullivan

RESOLUTION No. 4809

Revenue Contract with NCS Pearson, Inc.

NCS Pearson, Inc.	9/1/2013 through 9/1/2016	Personal Services PS 60142	District-wide: Provide modules and materials to support district-wide proficiency grading practices.	\$400,000	M. Goff Fund 101 Depts. 5442 & 5485
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N. Sullivan