

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

INDEX TO THE MINUTES
REGULAR MEETING

September 23, 2013

Board Action Number	Page
---------------------------	------

Purchases, Bids, Contracts

- | | |
|------|--|
| 4804 | Revenue Contracts that Exceed \$25,000 Limit for Delegation of Authority |
| 4805 | Expenditure Contracts that Exceed \$150,000 for Delegation of Authority |

Other Matters Requiring Board Approval

- | | |
|------|--|
| 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 of the Bond Program Reserve |
| 4807 | Authorizing the Superintendent to Enter into a Predevelopment Agreement with Concordia University for Master Planning and replacement of Faubion K-8 School..... |
| 4808 | Designation of Signature Authority..... |
| 4809 | Separate Business Agenda vote on Pearson |

September 23, 2013

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 safety and kids getting to school and there is much traffic congestion. Kids are having a hard time crossing the street; it was a health and safety hazard. She asked the Board to hire professional crossing guards and advocated for an immediate traffic study.

September 23, 2013

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 area 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 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

September 23, 2013

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. Cathcart responded that elective teachers were on the committee.

Co-Chair Knowles asked what comments were received from teachers on offices vs. classrooms. Mr. Cathcart responded that many teachers mentioned that they needed conference space to do Professional Development and they wanted personal offices.

Director Buel questioned if utilities would be placed in the 6,000 square foot CTE space for a possible auto or metal shop. Mr. Cathcart responded that the Ed Specs will speak to having enough power and daylight. The Master Planning and design will provide for whatever goes into the space. Director Morton stated that the Board has to remember that we are talking about 50-year buildings, so we do not know what will come down the road in terms of technology and what might be needed. Mr. Cathcart commented that staff would work with business and industry partners to talk about current needs and desires for CTE programs and, as part of that, we can identify the programs and look at the spaces specified and update as necessary.

Co-Chair Belisle mentioned that he was excited about including small, medium and larger gathering spaces in the school libraries.

RECOMMENDED BUILDING PROGRAM SIZE FOR FRANLIN, GRANT, AND ROOSEVELT HIGH SCHOOL MASTER PLANNING AND RELATED FISCAL IMPACTS

CJ Sylvester, Chief Operating Officer, stated that staff was recommending adjustments in the size of Franklin, Grant and Roosevelt High Schools. This does not impact the District's High School System Design, nor impact other bond projects. Staff was proposing capacity changes, with Roosevelt remaining as originally proposed. The budget would be revised from \$247 million to \$257 million, funded from bond contingency.

Scott Bailey of Our Portland Our Schools (OPOS), commented that they were briefed on this and that they have comments and concerns. This issue was brought up a year ago. During the Long Range Facility Plan process, we asked PSU for a long-term population number. The information we received was to plan for an average of 2,000 students in 9 high schools. Portland will increase 50% in population in 40-50 years. Why shouldn't Roosevelt be assumed to be 2,000 students given the growth coming up. The District should have a conversation with the Roosevelt community before going forward. OPOS worries about the quality going down in cost per square foot and the Bond Accountability Committee has said that is an issue. This proposal would eliminate half the reserves before we have even started construction.

Director Regan commented that she was open to us building a larger common area for facilities, but she was not sure Roosevelt should build out. She was concerned about how much classroom capacity would be built out initially and concerned that Grant will be too small. Co-Chair Belisle stated that he would like to know enrollment trends at some of the feeder schools as kindergarteners today will be the high schoolers in 2025/2026. Director Morton mentioned that he sees population growth in North/Northeast Portland and outer Southeast Portland and we need to take that into consideration.

Director Buel stated that we have known the PSU statistics since June 2012 and asked what else has come into play since then to change the numbers. Ms. Sylvester responded that staff is taking into account the City's growth projection report for 2013, the stabilizing of high school system design, and anticipation of increases in the capture rate with other school districts that have experienced growth. Director Buel indicated that he was having trouble with the proposed sizes of the buildings. Grant used to have 3,000 students and now we are rebuilding for 2,000. Ms. Sylvester reminded the Board that educational delivery has changed a lot in the last few decades.

September 23, 2013

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 seconded the motion to vote on the NCS Pearson item separately. Superintendent Smith reported that the NCS Pearson item was a revenue contract. It reflects a grant application that staff are discussing and will submit with other school districts in Oregon to create a college readiness consortium. Director Buel questioned if the item deals with HB 2220 proficiency grading. Superintendent Smith responded yes, and that it was a contract for Professional Development and training for staff.

ADJOURN

Co-Chair Belisle adjourned the meeting at 9:17pm.

September 23, 2013

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 motion was put to a voice vote and passed by a vote of 4-1-1 (vote: 4-yes, 1-no [Morton], 1-abstention [Buel]; with Director Adkins absent and Student Representative Davidson voting yes, unofficial).

September 23, 2013

RESOLUTION No. 4804

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

RECITAL

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

RESOLUTION

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

NEW CONTRACTS

No New Contracts

NEW INTERGOVERNMENTAL AGREEMENTS / REVENUE ("IGA/Rs")

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
North Clackamas School District	7/1/2013 through 6/30/2014	Intergovernmental Agreement - Revenue IGA 60129	Columbia Regional Program will provide deaf and hard of hearing services to regionally eligible students.	\$251,765	H. Adair Fund 299 Dept. 9999 Grant S0031
Columbia Regional Program	7/1/2013 through 6/30/2014	Intergovernmental Agreement - Revenue IGA 60107	District-wide: District will provide deaf and hard of hearing services to regionally eligible students.	\$353,020	M. Pearson Fund 101 Dept. 5414
Columbia Regional Program	7/1/2013 through 6/30/2014	Intergovernmental Agreement - Revenue IGA 60108	District-wide: District will provide 7.96 FTE Autism Consultant/Specialist to regionally eligible students from birth to age 21.	\$887,700	M. Pearson Fund 205 Dept. 5414 Grant G1342
US Department of Education	12/1/2013 through 12/31/2017	Intergovernmental Agreement - Revenue IGA 60XXX	District-wide: Race to the Top Grant Application; If awarded, District will be part of the Oregon College and Career Readiness Consortium with Beaverton, Salem, and Eugene school districts. The purpose of the Consortium is to improve college and career readiness for all students and achieve the 40-40-20 goal identified in the Common Core State Standards	\$6,688,728	T. Goodall Fund 205 Dept. 9999 Grant G1379
State of Oregon	7/1/2013 through 6/30/2014	Intergovernmental Agreement - Revenue IGA 60136	Roosevelt and Madison: District will provide child care for children of students in ODE's Teen Parent Targeted Populations Subsidy Program.	\$74,000	K. Wolfe Fund 205 Dept. 9999 Grant G1377

AMENDMENTS TO EXISTING CONTRACTS

No Amendments to Existing Contracts

LIMITED SCOPE REAL PROPERTY AGREEMENTS AND AMENDMENTS

No Limited Scope Real Property Agreements or Amendments

N. Sullivan

September 23, 2013

RESOLUTION No. 4805

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 agreements in a form approved by General Counsel for the District.

NEW CONTRACTS

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
RE:Think Tutoring, LLC	9/4/2013 through 8/29/2014	Personal Services PS 60016	Various: Provide Title I Tutoring services for eligible students enrolled at private schools for the 2013-2014 School year and 2014 summer program. RFP #2013-1627	\$190,791	W. Campbell Fund 205 Depts. 5407, 6945, 6906, 6986, 6947, 6981, 6985, 6973, 6944, 6967, 6942, 6908
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
BOORA Architects	9/26/2013 through 12/26/2013	Personal Services PS 60XXX	Faubion: Master planning services for the replacement of the school. Includes planning, analysis, and community engagement. RFP 2013-1693	Not-to-exceed \$250,000	J. Owens Fund 451 Dept. 1248 Project DA004
Serendipity Center	9/1/2013 through 6/30/2014	Personal Services PS 60093	District-wide: Provide a program of instruction with the requirements of the Oregon Department of Education as a private alternative school to designated students.	\$171,160	M. Pearson Fund 101 Dept. 5414

NEW INTERGOVERNMENTAL AGREEMENTS ("IGAs")

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
North Clackamas School District	7/1/2013 through 6/30/2014	Intergovernmental Agreement IGA 60130	Provide 2.48 FTE Autism specialist for students eligible for low incidence ASD services.	\$276,000	H. Adair Fund 205 Dept. 5433 Grant 1342

September 23, 2013

David Douglas School District	7/1/2013 through 6/30/2014	Intergovernmental Agreement IGA 60155	Provide 1.74 FTE Autism specialist for students eligible for low incidence ASD services.	\$193,600	H. Adair Fund 205 Dept. 5433 Grant 1342
Multnomah Education Service District	7/1/2013 through 6/30/2014	Intergovernmental Agreement IGA 60152	District-wide: Provide Reconnecting Youth Program at Helensview, Alpha, and Donald E. Long sites to eligible PPS Students.	\$200,000	K.Wolfe Fund 101 Dept. 5485

AMENDMENTS TO EXISTING CONTRACTS

No Amendments to Existing Contracts

N. Sullivan

September 23, 2013

Other Matters Requiring Board Approval

The Superintendent RECOMMENDED adoption of the following items:

Numbers 4806 through 4809

Director Knowles moved and Director Koehler seconded the motion to adopt items 4806 through 4808. The motion was put to a voice vote and passed by a vote of 4-1-1 (vote: 4-yes, 1-no [Morton], 1-abstention [Buel]; with Director Adkins absent and Student Representative Davidson voting yes, unofficial).

Director Regan moved and Director Morton seconded the motion to adopt item 4809. The motion was put to a voice vote and passed by a vote of 5-1 (vote: 5-yes, 1-no [Buel], with Director Adkins absent and Student Representative Davidson voting yes, unofficial).

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.

September 23, 2013

- 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.

C. Sylvester/J. Owens

September 23, 2013

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 the joint development of the Faubion site to include in the Faubion PreK-8 the Concordia College of Education and related wrap-around services, with specific additional privately raised capital funds to support the Concordia Partnership portion of the redevelopment.
- G. Concordia University and Portland Public Schools entered into a Memorandum of Understanding in September 2012 which contemplated a Predevelopment Agreement delineating the responsibilities of the parties.

RESOLUTION

The Board hereby authorizes the Superintendent to enter into a Predevelopment Agreement with Concordia University, attached as Exhibit 1 to this Resolution, for the master planning and joint development of a new Faubion PreK-8 school.

Exhibit 1: Predevelopment Agreement

C. Sylvester/ B. Alexander

**PREDEVELOPMENT AGREEMENT
PORTLAND PUBLIC SCHOOLS AND CONCORDIA UNIVERSITY
FAUBION SCHOOL**

This PREDEVELOPMENT AGREEMENT (“Predevelopment Agreement”) is entered into as of the Effective Date by and between SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON (“PPS”), and CONCORDIA UNIVERSITY (“Concordia”) for joint development and use of Faubion K-8 School and its site (“Faubion”) as well as possible development and use of a portion of the Concordia site (“Concordia Site”), which development and use at Faubion and on the Concordia Site is referred to herein as the “Faubion Project”. PPS and Concordia are sometimes referred to in this Predevelopment Agreement individually as a “party” and collectively as the “parties.”

SECTION 1 : BACKGROUND AND PURPOSE.

On September 24, 2012, PPS and Concordia entered into a non-binding Memorandum of Understanding (MOU) which set out the key understandings in support of construction of a new Faubion facility, which would integrate a comprehensive education facility with certain complementary Concordia uses, and supportive community services, to be master planned collaboratively by the parties.

Since the execution of the MOU, and based on the fundamental understandings stated therein, the parties have continued their discussion and increased community and stakeholder outreach.

These efforts have led to the parties being prepared to enter into this binding Predevelopment Agreement to participate in and fund processes and work scopes to complete concept level design plans that support a desired Master Plan and Program for a new pre-K-8 Faubion School that are sufficiently realistic to use as a basis for fundraising and progressive design work. The Faubion Project, beginning with the Master Plan, will be designed through a community process, including input from neighbors, businesses, PPS and Concordia’s staff, students and families. In general, the Master Plan will take into account particular factors, such as partnership opportunities, services to be offered to students, and characteristics of the surrounding neighborhood.

The Master Plan will include site organization options, building program elements detailed in the Initial Program (as described below) in addition to other program elements that may be identified during the planning process, and preliminary exterior design concepts that convey a potential look and feel of the Faubion Project. The Master Plan will provide Concordia with a complete preliminary vision of the Faubion Project that is

September 23, 2013

sufficient to use as marketing materials for fundraising efforts. The Predevelopment Agreement implements a portion of the understandings in the MOU. The MOU remains in effect to the extent not directly superseded by this Predevelopment Agreement. If the Predevelopment effort is successful, the parties anticipate undertaking and completing a Development Agreement that will guide the subsequent iterative design process and resulting construction of a new pre-K-8 Faubion School that incorporates the Concordia University College of Education and related facilities as described herein.

SECTION 2 : DECISION MAKING PARTICIPANTS

This Predevelopment Agreement establishes a decision making process with defined roles for the parties' participants to fulfill the purpose of this Predevelopment Agreement during the Predevelopment Period. The following are key groups and participants responsible for completing portions of the Predevelopment Work Plan. The role of each will be further described below.

2.1 Executive Management Team: Gary Withers, Executive Vice President; Dennis Stoecklin, Chief Financial Officer; Chuck Schlimpert, President, or his designee, for Concordia; C.J. Sylvester, Chief Operating Officer; Bob Alexander, Director of Planning and Asset Management; Carole Smith, Superintendent or her designee for PPS. Gary Withers and C.J. Sylvester will be their respective party's Executive Lead.

2.2 Project Management Team: Erik Gerdung of Innova Development LLC; Bob Alexander; Jim Owens, Executive Director of PPS's Office of School Modernization; LaShawn Lee, Principal of Faubion K-8; Gary Withers and Dennis Stoecklin. The **Design Advisory Group (DAG)**, as described in Attachment 1 to this Predevelopment Agreement, will be advisory to the Project Management Team.

2.3 Predevelopment Project Manager: Erik Gerdung.

SECTION 3 : OTHER PARTICIPANTS AND PROCESSES

Community engagement is critical to the success of the Faubion Project. The Faubion community includes multiple cultural and ethnic groups. The public and community involvement efforts will necessarily engage with a highly diverse population throughout the project planning process. Because the public involvement process needs to be cognizant and responsive to cultural differences and planned accordingly to foster an atmosphere of connection and inclusivity, the parties are involved with other groups and processes that may inform the Work Plan set out in this Predevelopment Agreement. The parties intend to continue the involvement of the other groups and processes as needed or desirable during the Predevelopment Period.

The groups and processes include:

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

September 23, 2013

(“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;

September 23, 2013

(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

September 23, 2013

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

September 23, 2013

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 Accountability Committee and/or PPS Board, as required; and
- 5.3.8 Provide regular updates for the Bond website working with PPS' Capital Communications Manager.

5.4 Design Advisory Group: The parties have determined that the Work Plan will benefit from the involvement of stakeholder representatives of both the PPS and Concordia communities. The parties therefore have established a charter for the Design Advisory Group (DAG) to provide input for the planning and design of the Faubion Project, and to stay current on the progress of construction. The charter, describing the mission, charge, structure and membership, and ethical duties of the DAG is attached as Attachment 1 to this Predevelopment Agreement.

SECTION 6 : DEVELOPMENT AGREEMENT:

If the Predevelopment process is successful in producing a Master Plan acceptable to the parties, the parties will undertake the drafting and negotiation of a Development Agreement for the Faubion Project. The parties will agree on a schedule for beginning that negotiation after the Predevelopment Period. The parties acknowledge that Concordia will be undertaking fundraising during and after the Predevelopment Period which will influence the timing of the Development Agreement negotiation. The parties expect that some of the following subjects will be included in the Development Agreement with the scope to be determined during the Predevelopment Period and as a

September 23, 2013

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 other matters customary for such a public-private partnership development agreement.

- 6.1 Scope of the Faubion Project;
- 6.2 Design: Choice of architect/ drawings iterations and approval rights;
- 6.3 Schedule for construction completion;
- 6.4 Real property interests in completed project;
 - 6.4.1 Leases; and/or
 - 6.4.2 Condominium (fee) ownership;
- 6.5 Real property acquisition;
- 6.6 Land use issues regarding nonconforming use;
- 6.7 Operating agreement between Concordia and PPS concerning uses, occupancy, program, access, maintenance, construction, and repair for the Faubion Project;
- 6.8 Reserves for capital asset replacement;
- 6.9 Use and operating agreements with third parties to provide services and support;
- 6.10 Funding and financing of the Faubion Project by parties, including PPS designated capital construction bond funds and not less than \$7.5 million in Concordia private funds (together, "Project Funds"); and
- 6.11 PPS' public contracting policies will apply to the Faubion Project including its Equity in Public Purchasing and Contracting; and
- 6.12 Description of the sources and uses of public and private funds, their allocation, accounting and administration of Project Funds, any legal restrictions, funding of common area improvements, and resolution of constitutional issues.

SECTION 7 : ANTICIPATED PROGRESS ON DEVELOPMENT AGREEMENT ISSUES DURING PREDEVELOPMENT PERIOD

The parties anticipate that tentative agreement will be reached as to the following matters during the Predevelopment Period. Any tentative agreement will be made by the

September 23, 2013

Executive Management Team, informed by its representatives and consultants and the Project Management Team.

7.1 Funding: The parties will determine the sources and uses of public and private funds, their allocation, any legal restrictions on funding sources, funding of common area improvements, and resolution of constitutional issues, including compliance with Article I, section 5, of the Oregon Constitution (prohibiting the use of public funds for the benefit of religious institutions) and the First Amendment of the United States Constitution (the Establishment Clause). The parties understand and agree that these constitutional provisions prohibit the use of public funds expended in the Faubion Project for the advancement of religion or religious purposes. The parties agree that the Development Agreement and any educational services agreements applicable to public school students attending Faubion School will contain provisions that will ensure compliance with the separation of church and state as mandated by the Constitutions of the United States and Oregon.

7.2 Land Acquisition: Concordia will determine which real property not currently in PPS or Concordia ownership may be realistically acquired for the Faubion Project and how and when it will be acquired.

7.3 Real Property Interests: The parties will have agreed to forms of property control for the components of the Faubion Project after construction completion, whether it be in fee, by lease, or by establishing a condominium.

7.4 Process for Future Design Decisions: The parties will have agreed to the process and authority for design decisions as the Faubion Project moves to schematic design, design development and construction documents.

7.5 Initial Identification of Service Providers or Faubion Users Other than Concordia or PPS: The parties will have agreed to a “short list” of other potential users of the Faubion building depending on service functions that will be housed in Faubion School.

SECTION 8 : PREDEVELOPMENT COSTS

8.1 During the Predevelopment Period, each party will bear the costs of its staff to support the Work Plan.

8.2 PPS will pay for the Predevelopment Project Manager services pursuant to a contract between PPS and the Predevelopment Project Manager.

8.3 PPS will pay for the Predevelopment Architect services pursuant to a contract between PPS and the Predevelopment Architect.

8.4 Concordia will pay for the services of its consulting architect, if it chooses to employ a consulting architect.

September 23, 2013

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

September 23, 2013

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.

SECTION 15 : MISCELLANEOUS PROVISIONS

15.1 Good Faith and Fair Dealing

The parties shall have imputed to all of their duties, obligations, and acts performed under this Predevelopment Agreement, a standard of conduct of good faith and fair dealing.

15.2 Inspection of Records; Confidentiality

15.2.1 Inspection of Records

Each party agrees that, upon the reasonable prior notice from the other party, it will make available to the requesting party its records, reports and information pertaining to the Faubion Project for review, but not copying (unless agreed upon by the non-

September 23, 2013

requesting party), so as to inform the requesting party and to enable the requesting party to determine the other party's compliance with the terms of this Predevelopment Agreement.

15.2.2 Confidentiality

Each party agrees to keep as confidential any document or information identified by the originating party as being confidential, by means of marking the document or information as being confidential. A party agrees to only communicate confidential information to its legal counsel or as required by court order. In the event that PPS is served with a request for the production of confidential information provided to PPS by Concordia, pursuant to ORS 192.410, *et. seq.*, then PPS shall, at least seven (7) days before PPS would, if the request were granted, make the confidential information available to the requesting party, provide Concordia with a copy of the request, so that Concordia may take steps to prevent the disclosure of the confidential information. However, the parties acknowledge that, as a public entity, PPS must comply with and will comply with ORS 192.410, *et. seq.*

15.3 Discrimination

Concordia and PPS, each for itself and its successor and assigns, agrees that in performing its obligations under this Predevelopment Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, age, gender, sexual orientation, disability or national origin.

15.4 Equal Employment Opportunity.

Concordia and PPS, each must comply with all applicable provisions of Federal or state statutes and regulations and City ordinances concerning equal employment opportunities for persons engaged in the Faubion Project.

15.5 Governing Law; Venue; Jurisdiction

This Predevelopment Agreement shall be governed and construed according to the laws of the State of Oregon, without regard to its choice of law provisions. Any action or suit to enforce or construe any provision of this Predevelopment Agreement by either party shall be brought in the Circuit Court of the State of Oregon for Multnomah County or the Federal District Court located in Multnomah County, Oregon. The Circuit Court of the State of Oregon for Multnomah County or the Federal District Court located in Multnomah County shall have exclusive jurisdiction over all lawsuits brought by any party against any other party with respect to the subject matter of this Predevelopment Agreement, and each party hereby irrevocably consents to such exclusive jurisdiction and waives any and all objections it might otherwise have with respect thereto.

September 23, 2013

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

September 23, 2013

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

Unless referred to as Business Days, all periods of time shall include Saturdays, Sundays, and Legal Holidays. However, if the last day of any period falls on a Saturday, Sunday, or Legal Holiday, then the period shall be extended to include the next day which is not a Saturday, Sunday, or Legal Holiday. "Business Days" shall mean Monday through Friday, and "Legal Holiday" shall mean any holiday observed by the State of Oregon.

15.10 Headings

The section headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Predevelopment Agreement.

15.11 Counterparts

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

15.12 Amendments

This Predevelopment Agreement may be modified only by a writing signed by the parties.

15.13 Attorneys' Fees

If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U. S. Bankruptcy Code) is instituted in connection with any

September 23, 2013

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,

September 23, 2013

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:

Approved as to form:

PPS Attorney

By: _____

Print Name:

Its:

Concordia;

CONCORDIA UNIVERSITY, a

By: _____

Print Name:

Print Name: _____
Its:

Its. _____
Date _____

September 23, 2013

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 Contact 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
-------------------	------------------------------	-------------------------------	--	-----------	---

N. Sullivan