

BOARD OF EDUCATION

Portland Public Schools
REGULAR MEETING
September 23, 2013

Board Auditorium

Blanchard Education Service Center
501 N. Dixon Street
Portland, Oregon 97227

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

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

This meeting may be taped and televised by the media.

AGENDA

1. **PARTNERSHIP RECOGNITION** 6:00 pm
2. **SUPERINTENDENT'S REPORT** 6:15 pm
3. **STUDENT TESTIMONY** 6:30 pm
4. **PUBLIC COMMENT** 6:45 pm
5. **COMMENTS BY PORTLAND ASSOCIATION OF PRINCIPALS AND SCHOOL ADMINISTRATORS (PAPSA)** 7:05 pm
6. **EDUCATIONAL SPECIFICATIONS: HIGH SCHOOL "AREA PROGRAM"** 7:10 pm
7. **RECOMMENDED BUILDING PROGRAM SIZE FOR FRANKLIN, GRANT, AND ROOSEVELT HIGH SCHOOL MASTER PLANNING AND RELATED FISCAL IMPACTS** – *action item* 7:40 pm
8. **BUSINESS AGENDA** 8:05 pm
9. **ADJOURN** 8:10 pm

Portland Public Schools Nondiscrimination Statement

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



Board of Education

Staff Report to the Board

Board Meeting Date:

September 23, 2013

Executive Committee Lead:

C.J. Sylvester, Chief Operating Officer

Department:

Office of School Modernization

Presenter/Staff Lead:

Jim Owens, Executive Director, OSM
Paul Cathcart, Project Manager, OSM

SUBJECT: Educational Specifications: High School “Area Program”
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BACKGROUND

The Educational Specifications process has been conducted in two phases. Phase I was a community-wide facilities visioning process that concluded with Board adoption of the Education Facilities Vision in September. Phase II is development of district-wide building characteristics for existing school configurations (K-5, K-8, Middle School, High School).

The first draft of the “Area Program” for comprehensive high schools in the District-wide Educational Specifications (Ed Specs) has been completed. Description of the comprehensive high school area program can be found in Attachments A and B to this staff report.

The Ed Spec project team convened focus group meetings with high school teachers and administrators over the spring and summer of 2013. The intent of the meetings was to discern opinions on the number, character, and composition of spaces in District comprehensive high schools needed to provide modern teaching and learning environments. The comprehensive high school area program 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. The complete Educational Specification (of which the area program is one part) will provide additional considerations for the requirements of these spaces and how lighting, acoustics, and relationships to other spaces within the school will make each space function.

RELATED POLICIES / BOARD GOALS AND PRIORITIES

The following Board policies informed and directed the development of Educational Specifications and the Area Program contained therein:

1. Policy 8.80.010-P “High Performance Facility Design”
2. Resolution No. 4624 (July 9, 2012) Development of a General Obligation Bond Ballot Measure and Explanatory Statement for the November 6, 2012 Election
3. Resolution No. 4608 (May 29, 2012) Resolution to Adopt the Superintendent’s Recommended Update of the PPS Long Range Facilities Plan
4. Resolution No. 4800 (September 9, 2013) Resolution to Adopt the Educational Facility Vision as part of the District-wide Educational Specifications

Reviewed and Approved by Executive Committee Lead
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PROCESS / COMMUNITY ENGAGEMENT

Phase II of the Ed Spec process was designed as a focus group model to work with teachers, administrators and community partners from each of the PPS school configurations. High school teachers participating in the highly successful ModLE learning symposium in February 2013 were invited to take part in the three focus group meetings on comprehensive high schools. Teachers were also invited by their principals and colleagues to be part of the conversations. In all, 15 teachers and 5 principals participated in these meetings.

Leadership from the Office of Schools provided additional feedback on the initial drafts of the comprehensive high school area program.

ALIGNMENT WITH EQUITY POLICY IMPLEMENTATION PLAN

The various community involvement efforts beginning in 2007 and continuing up to the successful passage of the Capital Bond in the Fall of 2012 served to engage a diverse cross-section of the community and to identify goals and priorities that have been consistent over time. The Education Facilities Vision process in 2012/13 engaged segments of the community that to date have been under-represented as well as those that are representative of PPS's existing and emerging constituencies in community conversations.

Development of the comprehensive high school area program began by incorporating the themes of the Education Facilities Vision process (2013) with the requirements of the High School System Design process (2010). Teachers, administrators, and community partners were asked to refine the vision themes into specific spaces needed to deliver modern program requirements in district comprehensive high schools.

BUDGET / RESOURCE IMPLICATIONS

Phase II of the Ed Spec project is 43% or \$108,902 of \$250,750 budget for the project. Meetings with high school and PK-8 teaching staff and school principals are nearing completion.

The Area Program is meant to provide guidance to design teams in master planning processes in site specific situations. Specific program requirements at individual schools in conjunction with capital budgets and construction pricing will ultimately determine the scope of what gets built at each school.

NEXT STEPS / TIMELINE / COMMUNICATION PLAN

The draft Area Program for K-8 will be the next portion of the Ed Spec being brought forward for Board discussion on October 21.

Staff will return to the Board for adoption of the area programs as part of the District-wide Education Specification for existing school configurations in December incorporating feedback and direction from this evening's meeting.

ATTACHMENTS

- A. Memo Review of "Area Program" portions of Ed Specs for PPS comprehensive high schools
- B. Draft comprehensive High School Area Program

PPS Comprehensive High School(s) Area Program

AREA		Teaching Stations		Net Area	Existing Building SF
		GC *	Science		

SUMMARY

Required	Core (including Science) **	23	7	40,825	
	Fine & Performing Arts	5		29,670	
	Advanced	0		-	
	Athletics (includes PE SF)	3		42,930	
	Ed Support	0		65,055	
	Smaller Instructional Spaces	4		2,000	
Sub-Total Required		31	7	180,480	

Enhanced Electives/CTE / STEM	Each Comprehensive High School may include up to 6000 SF to enhance currently offered programs				
Sub-Total Enhanced Elective/CTE ¹		3		6,000	Assumption

Additional	Partners-Community ⁴			2,000	
	Wrap-Around Service Providers			4,700	
				-	
				-	
Sub-Total Additional				6,700	
NET TO GROSS RATIO OF 30% ^{2,3}				57,954	

Total Comprehensive High School SF				251,134	
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Total Teaching Staff	34	7			
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Notes:

- * Based upon 1000 SF/GC
- ** Includes Teacher Workrooms @ 20 teacher offices per workroom
Terminology in this document determined per High School System Design
- ¹ May be modified upon further research regarding STEM/CTE program requirements.
- ² Gross includes walls, corridor, circulation
- ³ PPS Design Guidelines should note the need to document ratio of functional to circulation space
- ⁴ Assumptions based upon current average SF of partners/providers in HS's or average SF based upon code requirements.

PPS Community Comprehensive High School(s) Area Program

AREA	# of Teaching		QTY.	S.F. ROOM	S.F. TOTAL
	GC	Science			

CORE PROGRAM ¹

Required	English (2 for advanced courses)	7		7	980	6,860
	Math (2 for advanced courses)	5		5	980	4,900
	Social Studies	5		5	980	4,900
	Health	2		2	980	1,960
	World Languages	4		4	980	3,920
	Sub-Total	23				22,540

	Science		7	7	1,500	10,500
	Chemical Storage			1	160	160
	Prep Rooms			4	200	800
	Sub-total	0	7			11,460

Other						
	Teacher Offices (20 staff/office @ 2,275 SF/office) ²			3	2,275	6,825
		0				6,825

Core Subtotal	23	7				40,825
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Note:

- ¹ Advanced classes held in regular classrooms
- ² Assumes approximately 90% classroom utilization based upon teachers not 'owning' their classrooms; includes conference area and staff toilet

PPS Community Comprehensive High School(s) Area Program

AREA		# of Teaching Stations	QTY.	S.F. ROOM	S.F. TOTAL
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FINE & PERFORMING ARTS PROGRAM

Fine & Visual Arts					
	Art Room (2D)	1	1	1,500	1,500
	Art Room (3D)	1	1	2,200	2,200
	Kiln Room		1	150	150
	Glaze Room		1	80	80
	Supply/Storage		2	160	320
	Art Office(s)		2	120	240
	Sub-Total	2			4,490

Band/Orchestra ¹					
	Band Room	1	1	2,400	2,400
	Large Instrument Storage Room		1	250	250
	Music Library & Uniform Storage		1	200	200
	Practice Rooms - Large + Music Lab		2	400	800
	Practice Rooms - Small		4	100	400
	Office		2	120	240
	Sub-Total	1			4,290

Choir					
	Choir Room	1	1	1,500	1,500
	Equipment Storage		1	120	120
	Robe Storage		1	200	200
	Music Library		1	200	200
	Practice Rooms		3	120	360
	Office		1	120	120
	Sub-Total	1			2,500

PPS Community Comprehensive High School(s) Area Program

AREA		# of Teaching Stations	QTY.	S.F. ROOM	S.F. TOTAL
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FINE & PERFORMING ARTS PROGRAM

<i>Theater/Dance</i>					
Required	Theater (for 500 - script rent bump at >599)		1	7,230	7,230
	Orchestra Pit		1	500	500
	Stage		1	3,500	3,500
	Drama Classroom/Black Box	1	1	2,600	2,600
	Scenery Construction/Production Storage		1	1,500	1,500
	Equipment Storage		1	120	120
	Lighting Storage		1	100	100
	Costume Storage		1	400	400
	Make-up Room		1	400	400
	Boy's Dressing		1	250	250
	Girl's Dressing		1	250	250
	Girl's Toilet		1	130	130
	Boy's Toilet		1	130	130
	Green Room		1	400	400
	Laundry		1	150	150
	Control Room/Sound Room		1	300	300
	Office		1	130	130
	Box Office/Tickets		1	100	100
Concession Stand		1	200	200	
Sub-Total			1		18,390

Fine & Performing Arts Subtotal	5			29,670
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Note:

1 Space to be used for band OR orchestra. If band AND orchestra spaces needed, the additional space would be identified as a community space

PPS Community Comprehensive High School(s) Area Program

AREA		# of Teaching Stations	QTY.	S.F. ROOM	S.F. TOTAL
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ADVANCED COURSES

	English	In Core	0	1,000	-
	Math	In core	0	1,000	-
	Biology Labs	In Core	0	1,500	-
	Chemistry Labs	In Core	0	1,500	-
	Physics Labs	In Core	0	1,500	-
	2 Flexible Labs	In Core	0	1,500	-
Social Studies	Anthropology	0	0	1,000	-
	Psychology	0	0	1,000	-
	Government & Politics	1 in core	0	1,000	-
	History	2 in core	0	1,000	-
	20th Century				-
	US				-
	European				-
	History of the Americas				-
	Human Geography	1 in core	0	1,000	-
	20th Century World History				-
World Language	Languages	2 in core	0	1,000	-
	Spanish				-
	French				-
	Chinese Language and Culture				-
	Mandarin				-
	German				-
	Spanish Literature				-
	Arabic				-
	Russian				-
	Vietnamese				-
	Latin				-
					-
					-
					-
Advanced Subtotal			0		-

Note: Advanced courses in labs will use same labs as core program

PPS Community Comprehensive High School(s) Area Program

AREA		# of Teaching Stations	QTY.	S.F. ROOM	S.F. TOTAL
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ATHLETICS

Physical Education					
	Gym (large) w/track	1	1	13,000	13,000
	Gym (auxiliary)	0	1	8,000	8,000
	Mat/Wrestling	0	1	3,500	3,500
	Weight Room	1	1	3,500	3,500
	Aerobics/spinning/Dance	1	1	1,500	1,500
	Boy's PE/Coaches Office/Toilet/Shower/Officials/Lockers		1	300	300
	Girl's PE/Coaches Office/Toilet/Shower/Officials/Lockers		1	300	300
	Boy's Locker Room/Shower		1	1,900	1,900
	Girl's Locker Room/Shower		1	1,900	1,900
	Multi-purpose toilet/shower		1	150	150
	PE Storage		2	200	400
	Training Room/Toilet		1	580	580
	Boy's Large Team Room		1	1,000	1,000
	Boy's Small Team Room		2	500	1,000
	Girl's Large Team Room		1	1,000	1,000
	Girl's Small Team Room		2	500	1,000
	Athletic Storage - Large		1	1,000	1,000
	Athletic Storage - Small		1	500	500
	Concessions		1	200	200
	Laundry Room		1	200	200
	Uniform/Equipment Storage		1	1,000	1,000
	Field Equipment Storage		1	1,000	1,000
	Sub-total		3		42,930

Athletics Subtotal		3			42,930
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PPS Community Comprehensive High School(s) Area Program

AREA			# of Teaching Stations	QTY.	S.F. ROOM	S.F. TOTAL
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EDUCATION SUPPORT

Administration						
	Reception/Lobby			1	500	500
	Waiting areas			1	100	100
	Principal's office			1	200	200
	VP Secretary			1	125	125
	Vice principal's offices			2	150	300
	Dean of students			1	150	150
	Attendance			1	125	125
	Bookkeeper			1	125	125
	Resource Officer/Campus Monitor			1	200	200
	Camera Monitors			1	100	100
	Staff Toilets			2	60	120
	Principal's Secretary			1	150	150
	Records storage			1	180	180
	Office storage			1	125	125
	Business Manager			1	125	125
	Health office			1	120	120
	Sick room			1	150	150
	Sick toilet			1	100	100
	Student Support/Mediation office			1	700	700
	Student Support/Mediation conference			1	200	200
	Workroom			1	250	250
	Mail/delivery process center			1	150	150
	Staff Room			1	400	400
	Conference rooms			2	150	300
	Parent Volunteers/Family Resource Room/PTA/Boosters/Alumni			1	500	500

Sub-Total

5,495

Counseling/Career						
	Counseling Offices			5	125	625
	Counseling Secretary/Waiting			1	400	400
	Drug/Alcohol Counselor Office			1	125	125
	Conference Room (large)			1	240	240
	Conference Room (medium)			1	150	150
	Career Center/Office			1	600	600
	Career Counselor			1	100	100
	Secure Records Storage			1	180	180
	Staff Toilet			2	60	120

Sub-Total

2,540

PPS Community Comprehensive High School(s) Area Program

AREA			# of Teaching Stations	QTY.	S.F. ROOM	S.F. TOTAL
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EDUCATION SUPPORT

Student Activities						
	Athletic Director			1	150	150
	AD Support Staff			1	125	125
Sub-Total						275

Student Testing						
	Computer Lab(s) (Non-specialized)			1	1,100	1,100
Sub-Total						1,100

SPED						
	Sensory Support Room			1	900	900
	Learning Center			3	900	2,700
	Life Skills					-
	Low Intensity Classroom (includes kitchen)			1	1,200	1,200
	Storage			1	100	100
	Reception			1	100	100
	Conference			1	120	120
	Office(s)			1	100	100
	Special needs toilet			1	200	200
	Itinerants					-
	Speech Pathologist Offices			2	120	240
	Psychologist Offices			2	120	240
Sub-Total						5,900

ESL ¹						
	ESL Classroom			1	800	800
Sub-Total						800

Student Center						
	Student Center/Commons: ONE lunch @ 600 studen			1	9,500	9,500
	Main Servery			1	1,700	1,700
	Staff Room			1	1,200	1,200
	Food Prep/Kitchen			1	1,500	1,500
	Dish Washing			1	200	200
	Dry Storage/Cart Storage			1	500	500
	Cooler			1	200	200
	Freezer			1	200	200
	Office			1	120	120
	Staff Lockers/dressing rooms			1	150	150
	Table Storage			1	250	250
Sub-Total						15,520

PPS Community Comprehensive High School(s) Area Program

AREA			# of Teaching Stations	QTY.	S.F. ROOM	S.F. TOTAL
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EDUCATION SUPPORT

Media Center						
	Library (include large/med/sm breakout spaces)		1		5,500	5,500
	Office		2		120	240
	Workroom		1		500	500
	Library Classroom		1		1,000	1,000
	Text Storage		1		750	750
	Collaboration space		1		400	400
	Multiuise Rooms		3		150	450
	IT Repair/Tech Coordinator		1		180	180
	Sub-Total					9,020

Student						
	Student Government Room		1		240	240
	Student Government Office		1		100	100
	Student Assembly		1		1,000	1,000
	Sub-Total					1,340

Custodial						
	Custodial Office		1		250	250
	Custodial Rooms		10		100	1,000
	Building Storage		1		1,200	1,200
	Material Storage		1		500	500
	Flammable Storage		1		100	100
	Receiving Area					-
	Sub-Total					3,050

PPS Community Comprehensive High School(s) Area Program

AREA			# of Teaching Stations	QTY.	S.F. ROOM	S.F. TOTAL
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EDUCATION SUPPORT

Miscellaneous						
	Lobby				1	2,000
	Student Lockers		1500		1	1,500
	Student Toilets		12		250	3,000
	Gender Neutral Toilet		1		60	60
	Gender Neutral Shower		1		100	100
	Boiler Room		1		1,600	1,600
	MDF		1		180	180
	IDF		5		80	400
	Main Electrical Room		1		240	240
	Sub Electrical Rooms		5		75	375
	Mechanical Fan Rooms		5		2,000	10,000
	Staff Toilets		6		70	420
	Riser Rooms		1		60	60
	Elevator Room		1		80	80
	Sub-Total					20,015

Education Support Subtotal			0			65,055
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(1) Assumes more ESL instruction in classrooms.

PPS Community Comprehensive High School(s) Area Program

AREA		# of Teaching Stations	QTY.	S.F. ROOM	S.F. TOTAL
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SMALLER INSTRUCTIONAL SPACES

¹ One per 375 students		4	500	2,000
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Smaller Instructional Spaces Sub-total				2,000
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¹ ESL and SPED resource centers needs may used some of these spaces when necessary. Area program presumes more SPED and ESL instruction in classroom

DRAFT

PPS Community Comprehensive High School(s) Area Program

AREA		# of Teaching Stations	QTY.	S.F. ROOM	S.F. TOTAL
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ENHANCED ELECTIVE AREA/CTE

Each Comprehensive High School may include up to 6000 SF to enhance school program. Some suggestions are included below. List is not conclusive. (1)

Unique Space					
Design/Construction, Industrial 3d modeling	0	1	6,000	6,000	
Introduction to Basic Equipment	0	1	4,000	4,000	
Shop (various)	0	1	6,000	6,000	
Sports Medicine	0	1	980	980	
Culinary Arts, Farm to Table/Marketing,	0	1	1,600	1,600	
Law/Courtroom	0	1	2,000	2,000	
Photography Darkroom	0	1	800	800	
Orchestra Room	0	1	2,400	2,400	

Classroom					
Robotics	0	1	2,500	2,500	
Marketing	0	1	1,500	1,500	
Environmental Studies	0	1	980	980	
Business	0	1	980	980	
Accounting	0	1	980	980	
Health Services	0	1	980	980	
Peace Studies	0	1	980	980	
Psychology	0	1	980	980	
Future Educators	0	1	980	980	
Sustainable Agriculture	0	1	3,000	3,000	
Photography	0	1	980	980	
Music Classroom		1	980	980	

Computer Labs					
Multimedia/Web Design/Film	0	1	1,200	1,200	
Computer Applications, Coding, Hardware	0	1	1,200	1,200	
Digital Media	0	1	1,200	1,200	
Architectural Drawing	0	1	1,200	1,200	

Enhanced Elective/CTE Area Sub-Total					-
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Note

- (1) Number of class offerings using similar type spaces may determine best use of SF available.
- (2) Orchestra room would be in addition to band room identified in Fine & Performing Arts program

PPS Community Comprehensive High School(s) Area Program

AREA		QTY.	S.F. ROOM	S.F. TOTAL
WRAP AROUND SERVICE PROVIDERS				
Tier 1				
Unique/Dedicated				
	Health Clinic	1	1,600	1,600
	Teen Parent Services			
	Infant Room	1	500	
	Toddler Room	1	500	
	Crawler Room	1	500	
	Toilet	1	50	
	Changing Area	1	50	
	Nap Area	1	200	
	Storage/Kitchen	1	300	
	Outdoor Play Area			
	Sub-Total			2,100
Office Space				
	Social Service Providers (Includes SUN, Step UP and ESL)	5	200	1,000
Classroom				
Shared/Dual Use				
Office Space				
Classroom				
	Sub-Total Tier 1			4,700
Tier 2				
Unique/Dedicated				
Office Space				
Classroom				
	MESD		1,000	
	Civic Use of Buildings			
	PCC			
	SUN Program			
Shared/Dual Space				
	Sub-Total Tier 2			-
Tier 3				
Unique/Dedicated				
Office Space				
Classroom				
Shared Dual Space				
	Sub-Total Tier 3			-
Wrap Around Service Providers Total				4,700

PPS Community Comprehensive High School(s) Area Program

AREA	# of Teaching Stations	QTY.	S.F. ROOM	S.F. TOTAL
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Science Technology Engineering Math (STEM) program within comprehensive high school

STEM education is experiential, interdisciplinary, collaborative, hands-on and project based and is most successful when the specific facility and programmatic needs are developed with local industry or higher education partner(s) and are unique to the program's needs.

General STEM spaces - applicable to all STEM focus types depending on partner(s) and program need:

Computer lab with 3D printer	0	1	1,350	1,350
Lecture Hall *	0	1	2,000	2,000
Small group work space *	0	4	350	9,000
Project Display	0	1	500	500
Robotics with work stations	0	1	1,750	1,750

Engineering & Design/Construction or Manufacturing (higher ed, local industry partner(s))

STEM Lab -woods, metal fabrication, welding	0	1	4,500	4,500
Science - AP Physics *	0	1	1,000	1,000
Math - AP Calculus *	0	1	1,000	1,000
Intro to Engineering *	0	1	1,000	1,000
Alternative energy		1	1,350	1,350

Health Sciences / Biomedical (university or research partner(s))

Sports Medicine	0	1	1,200	1,200
Health *	0	1	1,000	1,000
Anatomy *	0	1	1,000	1,000
AP Physiology *	0	1	1,000	1,000
AP Chemistry *			1,000	1,000
STEM Lab - biotechnology			2,000	2,000

Automotive Services Technology or Transportation, Distribution and Logistics (higher ed., industry partner(s))

Small Engines Lab	0	1	3,500	3,500
Electronic Trades	0	1	1,000	1,000
Mechanic	0	1	1,000	1,000
Aviation	0	1	1,000	1,000
Sustainable transportation	0	1	1,750	1,750

Information Technology Studies (technology partner(s))

Computer labs *		3	1,100	3,300
Software engineering *		1	1,000	1,000
Web and digital communications lab		1	1,200	1,200

* Comprehensive high school program space capable of being used for STEM program needs

Space/room SF are estimates used as placeholders and will need to be verified

Enhanced Elective/CTE Area Sub-Total	-			
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Note

(1) Number of class offerings using similar type spaces may determine best use of SF available.



PORTLAND PUBLIC SCHOOLS
Office of School Modernization
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Phone: (503) 916-3079 Fax: (503) 916-3253

MEMORANDUM

To: C.J. Sylvester, Chief Operating Officer

From: Jim Owens, Executive Director, Office of School Modernization

Date: September 17, 2013

Re: Review of "Area Program" portion of Ed Specs for PPS comprehensive high schools

Below is an overview of the draft high school area program currently developed for the district-wide Educational Specifications (Ed Spec) project and the methodology used to identify type, quantity and size of spaces. Attached is the draft area program describing three categories of spaces in the comprehensive high schools – required, enhanced elective & additional. The required spaces would be common to each school while the enhanced elective & additional would be tailored to each individual school.

Area Program Development – Required spaces

The area program reflects input received from high school teachers, principals, PPS Operations staff and review of the draft with the Office of Schools. Spaces identified in the area program are based on the current diploma requirements and the programs identified in the district's high school system design (HSSD).

The area program of the Ed spec is a programmatic look at high schools in PPS and is designed for a 1,500 student enrollment per the planning capacity identified in the long range facilities plan. The student capacity of individual projects completed as part of the District capital bond program will be determined by looking at current enrollment projections and the anticipated capture rate for each school after modernization is complete. The master planning process for each high school project will also recommend elective courses as well as service providers.

Classrooms

The number of classrooms identified for regular classrooms in the area program is based on the number of credits needed to meet 2012 diploma requirements and the anticipated number of

students needing to take each credit by grade level. While the area program specifies types of core classrooms (English, Math, etc.), these classrooms are meant to serve a variety of program and instruction needs over time. The Educational Specification for general classrooms will provide for classroom storage and display of materials that may subject specific.

The area program presumes most advanced classes identified in the HSSD can be accommodated in regular sized classrooms (980 SF). Advanced classes are listed in the area program to note the need for these additional spaces. Larger and unique spaces for enhanced electives uses are discussed below.

Teacher Offices

The area program specifies teacher office areas that will serve as (among other uses) places for teacher planning periods. The need for these spaces was identified by teachers and supports the trend toward greater collaboration and professional development amongst teachers. **Allocation of these spaces in this area program means teachers would no longer "own" their classroom, and that classroom spaces would be available for use during all class periods.** The area program presumes classrooms will be used on average 90 percent of school day. Lower utilization of classrooms will likely increase the need for additional classrooms.

Fine & Performing Arts

HSSD indicates that comprehensive high schools will offer visual arts, chorus, band, AND theater OR dance. The area program currently includes spaces for band/orchestra. This space could be for either use, however if a high school during master planning identifies the need for both band and orchestra spaces, the additional space would need to be identified through the enhanced elective process and compete against other elective programs for space. The master planning process will make this determination.

English as a Second Language (ESL)

Allocation of classroom space for students identified with limited English proficiency (LEP) and eligible for English as a Second Language instruction is dependent on annual enrollment at each high school. Currently five percent of high school students are identified as LEP District-wide. This ranges from two percent at Lincoln HS to 11 percent at Madison and Roosevelt.

Our understanding of the future of ESL instruction will be to move instructional staff/specialists into the classroom to provide a "centers model" of instruction within a regular classroom. However it is our belief that classroom space for ESL instruction will need to continue for some time as this transition takes place so we have included one ESL classroom in the area program

for that purpose recognizing that room configuration and equipment needs may not allow for shared use of an ESL classroom.

Five percent of a 1,500 student high school is 75 students. Over eight periods one regular size classroom could accommodate 240 students.

Special Education (SPED)

Allocation of spaces for special education students is also dependent on the number of special education students and staff enrolled in each school. District-wide, 13 percent of high schools students are in special education. This ranges between 9 percent at Cleveland HS and 22 percent at Roosevelt HS. Thirteen percent of a 1,500 student high school is 195 students.

Currently the area program identifies the following spaces:

- 1 Sensory Support Classroom
- Learning center classrooms
- 1 Behavioral Learning Center Classroom
- Intensive Skills (Life Skills) Classroom
- Psych Offices
- Speech Pathologist Offices
- Special Needs Toilets-one on each floor or wing

The area program allocates 40 square feet per student in learning resource centers. (A regular classroom allocates 33 square feet per student.) Over eight periods, 184 students could be accommodated in a single resource center. This presumes a 100% utilization of the space, however staffing and the special education population will play a more significant role in determining utilization. Of the entire special education population, only some percentage will make use of the behavioral learning center or intensive life skills classrooms, therefore fewer than 195 students would need to make use of a learning resource center.

Athletics

The area program identifies large and auxiliary gyms as well as a number of team rooms. Locker room spaces in the physical education space are designed to accommodate 180 students each.

Educational Support

In the Educational Support area there are a number of administrative offices and a number of offices for counseling staff. Educational support spaces also provided a computer lab primarily for the purposes of student testing. This reflects an ever increasing integration of technology into the classroom for instructional purposes as well as testing. Computer labs are also identified in enhanced electives in support of specialized computer classes or electives,

however computer labs could also support testing requirements and other more generalized compute needs.

The area program provides space for a modern media center that integrates library, computer lab, and work and project space. The need for small, medium and large spaces for collaboration has been requested on numerous occasions.

Smaller Instructional Spaces

HSSD indicates that AVID and other student support classes will be offered at every comprehensive high school. The area program proposes smaller classroom spaces (500 square feet vs. 1,000 for regular classroom) for education support classes such as AVID at a ratio of one classroom per 375 students co-located with one another so as to allow the relatively easy conversion to regular classrooms in the future if needed. PPS administrators and teachers support the need for smaller instructional spaces and note that the use of these spaces will fluctuate over time depending on need and enrollment.

Cafeteria

The area program presumes open high school campuses. Currently the average District-wide lunch participation rate is 25%. This ranges from 6 percent at Lincoln HS to 38 percent at Madison HS. The area program presents a commons space that would be used for cafeteria eating as well as a student and community gathering place. If a 40% participation rate were presumed, a space to accommodate 600 students over two lunch periods should accommodate an enrollment of 1500 students. The Ed Specs will show more detail about the layout of cafeteria, commons and kitchen area.

Area Program Development – Enhanced Electives

The core program identified in HSSD provides some flexibility in which advanced and career learning classes will be offered at every school. HSSD does not speak to the role service providers and/or partners in our high schools, but we know that the provision of such services as a health clinic or SUN program are vital to the wellbeing for many of our students and therefore contributes to their overall success. Master planning of each high school provides an opportunity to evaluate which enhanced elective courses, STEM, computing, additional arts, etc. courses and which service providers and partner programs will best serve the needs of students, their families, and staff and thereby contribute the most to the success of students during their time at each high school.

The process by which electives and service/partner programs are determined during the master planning process is briefly described below.

Enhanced Electives/Career Technical Education (CTE)/Science Technology Engineering and Mathematics (STEM)

HSSD indicates at least 10 rigorous advance college level offerings. More specifically, the HSSD notes that "all elective courses should be part of a clear program that provides increasing depth, and career-related learning experiences provided by the community and industry partners. Advances in science, technology, engineering and math are essential for ensuring the U.S. and Oregon's economic growth and providing high wage jobs for our students beyond graduation. **Each community comprehensive school will offer programs that focus on those areas, and many, especially those with larger enrollment, may have the ability to offer career-related programs in other areas as well. Schools will determine programs based on community and industry needs, as well as student interests and learning styles**".

The HSSD further notes that "we cannot offer an intensive CTE program at every community school, but want to expand access to a broader array of CTE programming to all students. The community schools, with their limited number of electives (as noted above) will offer at most a few introductory career and technical courses." The HSSD also notes a need to maintain Benson as a CTE focus school and that it should be provided with additional support and recruit additional students.

In short, determination of which electives to offer at comprehensive high schools is and will likely be a school by school decision for some time to come. The area program allocates a blanket 6,000 square feet for elective spaces, however the allocation of space for enhanced electives/CTE areas will be determined during master planning at each high school.

The area program provides three types of spaces for electives: unique spaces (e.g. auto shop), classrooms, and computer labs (primarily for specialized software and/or hardware). Many elective courses can be offered in regular size classrooms, but the equipment or room arrangement of these spaces will require them to be dedicated to the elective course(s) taught in them making their availability for other courses limited. The area program notes a number of spaces that are unique in size (auto shop) or will be dedicated to a specific use (advanced computer lab). The area program assumes a total of 6,000 square feet available for some configuration of these spaces. Identification of spaces that require more than a total of 6,000 square feet will be determined through the master planning process. However given a blanket allocation of 6,000 square feet for this purpose seems reasonable given it can accommodate between 1 and 6 enhanced electives.

**Area Program Development – Additional
Service Providers & Partner\Community Uses**

All of our high schools provide space for service providers (health clinic, teen parent services, etc.) and for partners\community use (booster club, SUN program, etc.). The area program identifies space sizes for a number of potential users. The area program proposes a tiered process for identifying service providers and partner\community uses. Tier 1 uses will automatically be included in the master plan for every high school. These currently include a health clinic, teen parent services, and SUN Program food and clothes closets. Tier 2 uses will be determined during the master planning process for each high school.

Other Area Program Considerations

Development of the area program was based on a student capacity of 1,500. Staff has also developed a methodology to address area program considerations for larger student capacities.

The 250,094 SF comprehensive high school described in Attachment A, when divided by 1,500 students results in an average of 166 SF per student.

Using this 166 SF/student metric, if a student capacity of 1,750 was desired, then the size of the school would be calculated as follows:

$$1,750 \text{ students} \times 166 \text{ SF/student} = 290,500 \text{ SF}$$

Increasing the "core" facilities to support future student growth to 2,000 students would need to factor in increased support spaces (non-classrooms) based on the following:

- Gym – 500 students * 7 SF/student X 1.3 (net to gross ratio) = 4,550 SF
- Media center – 500 students * 15% * 30 SF/student X 1.3 (net to gross ratio) = 2,925 SF
- Commons - 250 students * 15 SF/student * 1.3 (net to gross ratio) = 4,875 SF
- Subtotal = 12,350 SF
- Total = 290,500 + 12,350 = 302,800 SF

Using the above analysis, a 1,750 student capacity and 2,000 student core would require a building of 302,800 SF



Board of Education

Superintendent's Recommendation to the Board

Board Meeting Date:
September 23, 2013

Executive Committee Lead:
C.J. Sylvester, Chief Operating Officer

Department:
Operations
Office of School Modernization

Presenter/Staff Lead:
C.J. Sylvester, Chief Operating Officer
Jim Owens, Executive Director, OSM

Agenda Action: Resolution

SUBJECT: Recommended Building Program Size for Franklin, Grant and Roosevelt High School Master Planning and Related Fiscal Impacts

BRIEF SUMMARY AND RECOMMENDATION

At this time, it is necessary and appropriate to designate the building area programs for the Franklin, Grant and Roosevelt high school full modernization work efforts.

Staff is proposing the district increase the size of these three comprehensive high schools based on the recently approved community vision for facilities, related education specifications, the stabilizing influence that high school system design has had on enrollment, and a sincere desire to right-size our buildings and not under-build for future enrollment increases over multiple generations.

The impact of larger buildings results in a proportional increase in project costs. The bond program reserve was established in order to accommodate changes such as the ones proposed without impacting other bond project scopes and budgets.

Staff recommends the Board adopt the attached resolution authorizing building program size and acknowledging related fiscal impacts for these three high schools. Actual project-level budgetary adjustments will be accomplished as part of the Board approval of schematic designs, currently scheduled for March 2014 for Franklin and Roosevelt High Schools.

BACKGROUND

When the November 2012 Bond Program was established, a primary focus and highlight was the modernization of Franklin, Grant and Roosevelt High Schools and the replacement of Faubion PreK-8. The building programs, in terms of required square feet, were conceptual in nature at that time. Since then we have completed a community facilities visioning process that influenced the comprehensive high school education specification ("EdSpec") area program.

The budget developed for the District's capital bond program also estimated costs at a conceptual level for full renovation of Franklin, Grant, and Roosevelt high schools and

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Superintendent**

the replacement of Faubion PK-8 school. Development of the budget was based on third party professional cost estimates and included cost escalations and contingencies. The 2012 capital bond communications indicated the modernization of Franklin and Grant high schools would accommodate 1,500 students and the modernization of Roosevelt High School would accommodate 1,200 students.

The Long Range Facility Plan had a 10-year planning horizon but recommended planning a “robust program capacity for each rebuilt or fully renovated facility” for the future modernization of District schools. Master planning for the high school projects ultimately required further analysis including:

- (1) Application of the recently completed Ed Spec Comprehensive High School Area Program requirements,
- (2) Changes in enrollment forecasts for each high school,
- (3) Any anticipated capture rate increases upon completion of modernization projects
- (4) A desire to not under-build high school common areas given the required longevity of these facilities, and
- (5) Recognition that it is virtually impossible to expand core (common area) capacity once constructed.

Based on these considerations, staff is proposing the capacity of the high schools in the District’s capital bond program be adjusted from the planning capacity upon which the original bond program was calculated.

Adjusting these three high schools has significant implications to the master planning efforts currently underway as regards project scope and budget. Board approval of the building program size for each school and the related implications to project budgets is critical to allow the master planning efforts to move forward expeditiously.

Ed Spec Area Program

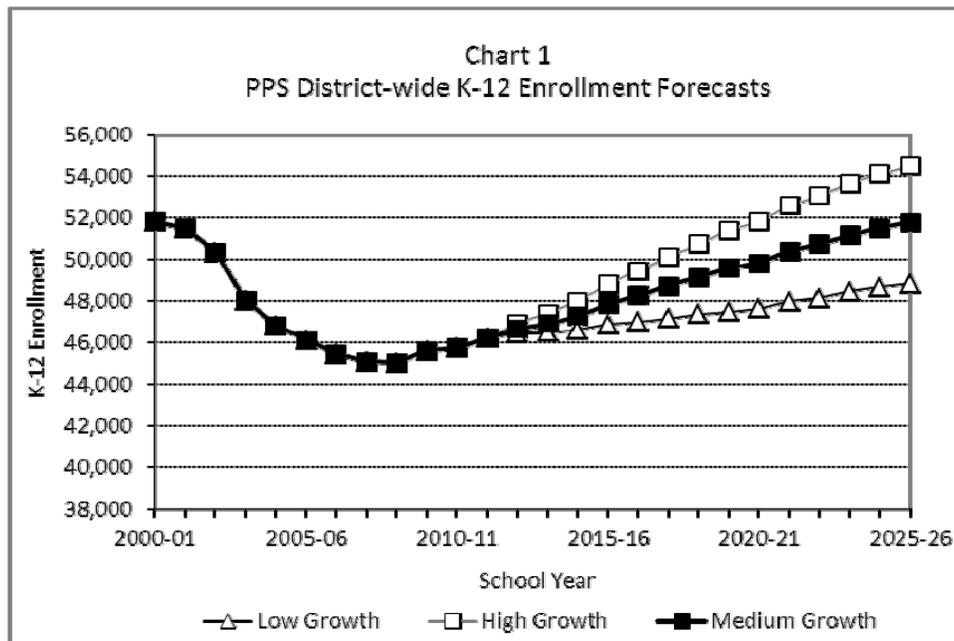
Since passage of the capital bond by voters in November 2012, the Office of School Modernization has been developing District-wide Educational Specifications including an Area Program for comprehensive high schools.

The area program for District comprehensive high schools has been developed with the input of high school teachers, principals, and staff from the Office of Schools including the directors of ESL and SPED. The area program has been developed around a 1,500 student capacity to deliver core programming with some flexibility based on the electives, service providers, and partner programs at each school. Mr. Owens’ memo dated 09/17/2013, and attached to the “Educational Specifications: High School ‘Area Program’” staff report that preceded this item on the agenda, speaks to the method of extrapolating the Ed Spec for increased school capacity.

Enrollment

PPS relies on enrollment forecasts to predict future program and facility needs for students. After a lengthy period of declining student populations, the District has experienced four straight years of enrollment increase, which is forecast to continue through the next decade.

PPS receives enrollment forecasts from Portland State University's Population Research Center. Student enrollment forecasts are updated annually to incorporate new enrollment data as well as newly released birth and housing data. District-wide enrollment forecasts through the 2025-26 school year are shown in the chart below:



All three scenarios of the PSU enrollment forecast point to additional students enrolling in PPS over this time span. The medium growth scenario shows K-12 enrollment increasing to 50,399 students in the 2021-22 school year, adding more than 4,000 students above current enrollment. The high growth scenario predicts that 2021-22 K-12 enrollment would reach 52,720 students, adding more than 6,000 students to the district over the next eight years.

The City of Portland's Growth Scenario Report of May 2013 predicts an additional 280,000 people inside the City limits by 2035, which the report identifies as consistent with historical trends. The City limits include multiple school districts and the decisions people make about where to live remain to be seen.

The full build-out of high schools in the capital bond program needs to consider current and future enrollment forecasts while being mindful of even longer term demographic trends. Master planning for each school needs to identify future expansion space for students while accommodating unique characteristics of each school and community.

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High School	Current size (sf)	2012 Enrollment ⁽¹⁾	Forecast Enrollment ⁽²⁾	Current sf/Student	Capture Rate
Franklin	218,574	1,469	1,601	149	63%
Grant	274,489	1,536	1,690	179	80%
Roosevelt	228,535	828	935	276	53%

⁽¹⁾ PPS School Profiles and Enrollment Data 2012-2013

⁽²⁾ Source, PPS Enrollment Forecast 2012-2013 to 2025-2026; Enrollment forecasts shown are for projected completion dates of modernization projects: 2017 for Franklin and Roosevelt high schools and 2019 for Grant.

Recommendations

The recommendation identified below requests changes to the area program of Franklin, Grant and Roosevelt high schools as regards building capacities for both core and classroom areas. Core capacity includes such areas as commons area, cafeteria, gyms and media center. Future enrollment balancing efforts is a District tool and process that may impact future enrollment at these high schools. Nevertheless, in all cases staff is recommending core capacities larger than current student enrollments as the District's ability to retrofit core spaces to accommodate future enrollment increases is virtually impossible once modernization work is complete.

The master planning and schematic design efforts at each school will provide significant, site specific refinement of these options and provide each school with the opportunity to identify spaces for specific elective programs as well as service providers and community uses that best support each school community. All recommendations below are made to accommodate current and anticipated future enrollment forecasts as well as implementation of the District-wide Ed Spec area program for District comprehensive high schools.

Franklin High School

The 2017-18 (completion of modernization project) enrollment forecast for Franklin High School is 1,601 students. To accommodate this projected and future enrollment increases, additional student and core capacity should be planned for.

Staff recommends the master planning effort for Franklin High School move forward with a planning capacity for 1,750 students upon completion with a core capacity for 2,000 students. The master planning effort should also identify space on the Franklin campus to provide classroom capacity for an additional 250 students to accommodate the potential for future enrollment increases.

Roosevelt High School

The 2017-18 (completion of modernization project) enrollment forecast for Roosevelt High School is 935 students. Twelve year forecasts do not put total enrollment over 1,000 students; however the current capture rate for Roosevelt High School is 53 percent. If a 10 percent increase in capture rate were to be realized upon completion of

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the modernization at Roosevelt High School, estimated enrollment would be around 1,100 students.

Staff recommends the master planning effort for Roosevelt High School move forward with a planning capacity for 1,200 students upon completion with a core capacity for 1,500 students. The master planning effort should also identify space on the Roosevelt campus to provide classroom capacity for an additional 300 students to accommodate the potential for future enrollment increases.

Grant High School

The 2019-20 (completion of modernization project) enrollment forecast for Grant High School is 1,690 students. Peak enrollment over the next 12 years of available forecast data is 1,723 students in 2020-21. The current capture rate for Grant High School is 80 percent. A modernized Grant High School would also likely see a bump in its capture rate, although whether it would be on par with increases at Franklin and Roosevelt high schools with current lower capture rates remains to be seen.

Staff recommends the master planning effort for Grant High School move forward with a planning capacity for 1,750 students upon completion and a core capacity for 2,000 students. The master planning effort should also identify space on the Grant campus to provide classroom capacity for an additional 250 students to accommodate the potential for future enrollment increases.

High School	Proposed Change in Capacity	Proposed Budget Add from Program Reserve
Franklin	2000 core/1750 enrollment	\$10M
Roosevelt	1500 core/1200 enrollment	
Grant	2000 core/1750 enrollment	

RELATED POLICIES / BOARD GOALS AND PRIORITIES

1. 8.80.010-P - High Performance Facility Design, Adopted: 6/1971, Amended: 8/12/2002.
2. Resolution No. 4608 (May 29, 2012) Resolution to Adopt the Superintendent's Recommended Update of the PPS Long Range Facilities Plan
3. Board Resolution No. 4624 (July 9, 2012) Development of a General Obligation Bond Ballot Measure and Explanatory Statement for the November 6, 2012 Election
4. Resolution No. 4800 (September 9, 2013) Resolution to Adopt the Educational Facility Vision as part of the District-wide Educational Specifications

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PROCESS / COMMUNITY ENGAGEMENT

In December 2011 the Superintendent convened a 36 member Long-Range Facility Plan Advisory Committee to recommend a 10-year Long-Range Facility Plan (Plan). The committee represented a broad cross-section of the community including representatives of parents, students, PAT, PTA, unions, business interests, design and construction professionals, and neighborhood associations. The Committee held a total of 9 meetings as a whole and 5 subcommittee meetings. The Board ultimately adopted the Plan on May 29, 2012.

Further, PPS staff provided a series of opportunities for community members to engage between January and March of 2012 in Buildings & Learning 101 sessions held across the district. There were also topic specific, expert panel discussions on seismic, universal access and historic issues.

The Superintendent convened a Bond Development Committee (BDC) of about 24 people in May 2012. This group again represented a broad cross-section of the community and included a number of Plan Committee members who were very committed to pursuing implementation of Plan capital recommendations. Ultimately, four (4) potential ballot measure options were presented for discussion purposes at three district-wide public workshops in May 2012.

The Board of Education then reviewed the community developed options and held public hearings in June and July of 2012 finalizing the capital bond ballot measure and explanatory statement in August 2012.

PPS voters supported the capital bond ballot measure with 66% majority in November 2012.

The Education Specification process began with the assistance of a 32 member Executive Advisory Committee that helped develop a community engagement process for the entire project. The project team engaged 16 groups and organizations in the spring of 2013. Key themes from these conversations were developed for the Facilities Vision Summit on May 28, 2013 and presented to attendees representing participants in the community conversations. The Board of Education adopted the Education Facilities Vision on September 9, 2013.

ALIGNMENT WITH EQUITY POLICY IMPLEMENTATION PLAN

Policy Goal A: “The District shall provide every student with equitable access to high quality and culturally relevant...facilities..., even when this means differentiating resources to accomplish this goal.”

Policy Goal F: “The District shall create welcoming environments that reflect and support the racial and ethnic diversity of the student population and community. In addition, the District will include other partners who have demonstrated culturally

specific expertise—including governmental agencies, non-profit organizations, businesses, and the community in general—in meeting our educational outcomes.” One criteria for identifying 2012 high school bond projects included the use of free and reduced lunch percentages. Franklin = 55% Roosevelt = 75%

BUDGET / RESOURCE IMPLICATIONS

The cost estimates upon which the District’s capital bond budgets were developed used a conceptual planning capacity of 1,500 students (identified in the District’s 10-year Long-Range Facility Plan) for Franklin and Grant High Schools. The bond budget target enrollment used for Roosevelt High School classrooms was 1,200 based on lower enrollment forecasts. Costs were identified as of the second quarter of 2012 for the November 2012 ballot measure.

For the three high schools, the conceptual scope identified total project costs for the three high schools at \$247M. Staff is proposing to add \$10M of the \$20M bond reserve for a revised total of \$257M for the proposed larger area programs with increased enrollment capacity described in the background of this staff report.

Further, escalation (inflation index) must be applied from the second quarter of 2012 to the mid-point of each project’s construction timeline. Escalation is estimated at \$21.2M for the three high schools and is available from the bond’s \$45M escalation contingency, established for this purpose.

The use of bond reserve funds cannot fully fund the enhanced high school area programs at the original, conceptual cost of \$220/s.f. What it does provide is an ability to build the larger schools but at a reduced cost of \$200/s.f. (before escalation is applied).

The bond reserve of \$20M is separate and apart from each high school’s 15% project contingency and the above-noted escalation contingency. Under the staff recommendation, the project contingency remains at 15% to ensure adequate funds during construction for unanticipated events and conditions. The bond reserve is reduced by \$10M for a remaining bond program level reserve of \$10M.

Staff is proposing the Board of Education support changes in building programs understanding that in March of 2014, at the end of the schematic design phase for the first two high schools, the Board will need to allocate approximately \$10M from the bond program reserve to support these three high school full modernization projects.

NEXT STEPS / TIMELINE / COMMUNICATION PLAN

The design teams for Franklin and Roosevelt High Schools were selected through a formal, competitive procurement process and are now under contract. The first community-wide public input sessions were held Saturday, September 21. There was

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extensive outreach for these meetings in multiple languages and settings that will continue through the schematic design phase of each project this winter.

The project Design Advisory Groups (DAGs) have been meeting since summer 2013 and toured Seattle schools in August. Local tours are being scheduled for this fall.

The next step is for the design teams to take public and DAG input as well as direction from this Board meeting to create two to three options at each site for public consideration. The DAGs and public will comment on these options in future meetings this fall and work towards developing a preferred option. The preferred option for each school will then be hosted at a public Open House before being finalized and brought before the Board November 18 for review with adoption anticipated for December 2, 2013.

OTHER OPTIONS

Other options include:

1. Make no change(s) to the original, conceptual project area program and budget. Using PSU projections, boundary adjustments would be necessary under this option for both Franklin and Grant High Schools to maintain enrollment at or under 1500 students.
2. Change only the area program to match the newly completed Education Specifications, with no change to the enrollment capacity of these three high schools. Using PSU projections, boundary adjustments would be necessary under this option for both Franklin and Grant High Schools to maintain enrollment at or under 1500 students.

ATTACHMENTS

Attachment A: Draft Resolution "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."



Board of Education

Superintendent's Recommendation to the Board

Board Meeting Date:
September 23, 2013

Executive Committee Lead:
C.J. Sylvester, Chief Operating Officer

Department:
Office of School Modernization/
Facilities and Asset Management

Presenter/Staff Lead:
Bob Alexander, Program Director, FAM
(Thru Jim Owens, Executive Director, OSM)

Agenda Action: Resolution Policy

SUBJECT: Predevelopment Agreement for Joint Development and Use of Faubion PK-8 School Site and a Portion of the Concordia University Site.

BRIEF SUMMARY AND RECOMMENDATION

In September 2012, the District entered into a Memorandum of Understanding with Concordia for execution of a Predevelopment Agreement which calls for master planning of the Faubion site and partnership development for capital and operational joint use of a fully modernized Faubion PreK-8 with attendant wrap-around services. At this time, staff recommends approval of the predevelopment agreement.

BACKGROUND

Concordia University ("Concordia") and Portland Public Schools ("PPS") have developed a partnership which, at its core, has provided the resources of Concordia's Student Service Corps to Faubion students. This partnership has enhanced the academic success of Faubion students and allowed Concordia student volunteers an opportunity for in-classroom experience. Additionally, the partnership includes use of each other's facilities; and Concordia's assistance with SUN school, nursing students supporting the school nurse services, and student volunteers for the PPS SMART reading program.

The Board of Education reviewed the proposed predevelopment agreement on September 9, 2013 and added Recital F to the authorizing resolution.

RELATED POLICIES / BOARD GOALS AND PRIORITIES

The following Board policies and resolutions relate to this agreement:

1. Resolution 4608 - Long Range Facility Plan Guiding Principles - Pursue partnerships with other public and or private entities to leverage public resources to maximize efficiency, economies of scale and innovation.
2. Resolution 4650 – Memorandum of Understanding with Concordia University for master planning and replacement of Faubion K-8 School.

Reviewed and Approved by
Superintendent

PROCESS / COMMUNITY ENGAGEMENT

This partnership has been discussed in testimony before the Board during adoption of the Long Range Facility Plan as well as the public November 2012 bond development process. The partnership has also been featured at August and September 2012 Board meetings as well as ongoing Bond updates with the Board. To quote from the Agreement, "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." The Design Advisory Group is being formed and will be an integral mechanism for soliciting and synthesizing community input and advice.

ALIGNMENT WITH EQUITY POLICY IMPLEMENTATION PLAN

Faubion School is a Title 1 school and has a high percentage of students who qualify for free and reduced lunch as well as a high percentage of students of color. The selection of this school as the first PreK-8 school for complete replacement as contemplated in this Predevelopment Agreement is a showcase example of the Equity Policy in practice. The potential for this collaborative effort is the creation of a model modern learning environment fusing higher education with K-12 that is the center of the community and an example for other public schools across the state and nation.

BUDGET / RESOURCE IMPLICATIONS

In November 2012, Portland voters approved an 8-year, \$482 million school improvement bond which featured the modernization of three high schools as well as the rebuilding of Faubion PreK-8. The projected cost of this project includes \$27.5 million in bond proceeds and between \$7.5 and \$15 million in funds from Concordia University.

NEXT STEPS / TIMELINE / COMMUNICATION PLAN

Assuming PPS and Concordia Board approval of this Predevelopment Agreement, the parties will begin the preliminary design work for a Master Plan with the Design Advisory Group and community-at-large, the first phase of which is to be completed by December 2013. There will be a hiatus following Concordia and PPS Board adoption of a preferred Master Plan while Concordia is completing its capital partnership (funding) development. Once total funding by Concordia is identified, then subsequent design efforts will begin, with construction currently estimated for 2016 and school completion by September 2017.

ATTACHMENTS

Attachment 1 – Map of Faubion/Concordia Site
Attachment 2 – Resolution

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ATTACHMENT 1 to the Predevelopment Agreement



PORTLAND PUBLIC SCHOOLS • AUGUST 1, 2013

FAUBION SCHOOL/CONCORDIA UNIVERSITY DESIGN ADVISORY GROUP CHARTER

2012 CAPITAL IMPROVEMENT BOND FAUBION SCHOOL/CONCORDIA UNIVERSITY DESIGN ADVISORY GROUP CHARTER

Mission

Portland Public Schools and Concordia University are committed to achieving quality work while completing construction projects on time and within budget. The use of this Design Advisory Group will be effective in ensuring that site-specific program needs are addressed and incorporated into each project.

Charge

The Design Advisory Group (DAG) will help Portland Public Schools and Concordia University ensure that stakeholder representatives of both school communities have the opportunity to take part in the planning and design of school improvements and to stay current on the progress of construction.

The Chief Operating Officer for Portland Public Schools and the Executive Vice President, External Affairs for Concordia University, in response to the need for school community involvement in the master planning of Faubion School and Concordia University will appoint members to a Design Advisory Group.

DAG members will be briefed by the District's Project Manager on the budget, schedule and general scope of work set by the Board of Education. The DAG will review PPS's Long Range Facilities Plan, educational specifications, master plans, and schematic and design development drawings.

While the DAG members do not make decisions, speak on behalf of, nor do they represent the District or Concordia University, DAG members will work with PPS and Concordia University project management design team to provide input. DAG members will also help to organize and participate in community meetings during the preliminary master planning, schematic and design development processes, which may last up to 24 months. There will be a period of up to a year where the DAG is not active to allow Concordia University to do fundraising and partnership development.



DAG members will help to:

- Advise project management design team on characteristics unique to both school communities
- Help to synthesize community-wide input to design process
- Assist staff and community with tours, public design events, public conversations with the contractor, groundbreaking and ribbon cutting
- Work together to provide input into planning and design, and learn about new building construction projects.

Design Advisory Group Structure and Membership

The Design Advisory Group (DAG) is chartered for the Faubion/Concordia University construction project and will be expected to potentially serve for 24 months.

The PPS Chief Operating Officer and the Concordia University Executive Vice President, External Affairs will appoint the DAG members.

The DAG will meet as scheduled through the Design Development Phase (approximately 24 months).

The DAG shall consist of 20 members to include representatives of/from:

- Faubion School principal (or designee) (1)
- Concordia University designees (2)
- Faubion Student (2)
- Concordia University student (2)
- Faubion teacher (2)
- Concordia University professor (2)
- Faubion Parents (2)
- Faubion Wrap around service providers (2)
- Faubion School community members (e.g. alumni associations, etc.) (2)
- Local business/neighborhood representatives (2)
- Board of Education liaison (1)

The meetings will be open to the public.



DAG Meetings

1. The DAG shall meet as scheduled by the District's and Concordia University's project manager to review the individual school status and to perform other duties as provided herein. The project management design team may request additional meetings as may be needed.
2. DAG meetings shall be public meetings held in a public setting with the public allowed to attend.
3. The DAG shall report to the Project Manager for the Faubion/Concordia University Capital Improvement Project.

Ethics Policy

An ethics policy provides general guidelines for DAG members to follow in carrying out their roles. Not all ethical issues that DAG members face are covered in this Policy. However, this Policy captures some of the critical areas that help define ethical and professional conduct for DAG members. DAG members are expected to strictly adhere to the provisions of this Ethics Policy.

- a. The DAG members are volunteers and receive no direct or indirect compensation from the District for their services as members of the DAG
- b. The DAG members may not have an active or pending contract with the District, nor enter into a contract during their term of service.
- c. The DAG may not include any vendor, contractor or consultant of the District.
- d. A DAG member serves at the direction of the Project Managers. If a DAG member resigns, violates the Ethics Policy contained herein (see attachment), fails to attend two consecutive DAG meetings without reasonable excuse, or otherwise becomes unable to serve on the DAG, the PPS Chief Operating Officer and Concordia University Executive Vice President, External Affairs may declare the position on the DAG to be vacant and appoint another qualified person to the DAG.



CONFLICT OF INTEREST: A DAG member shall not make or influence a District decision related to:

1. any contract funded by bond proceeds; or
2. any construction project which will benefit the DAG member's outside employment, business, or provide a financial benefit to a family member, such as a spouse, child, parent or sibling.

OUTSIDE EMPLOYMENT: A DAG member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to:

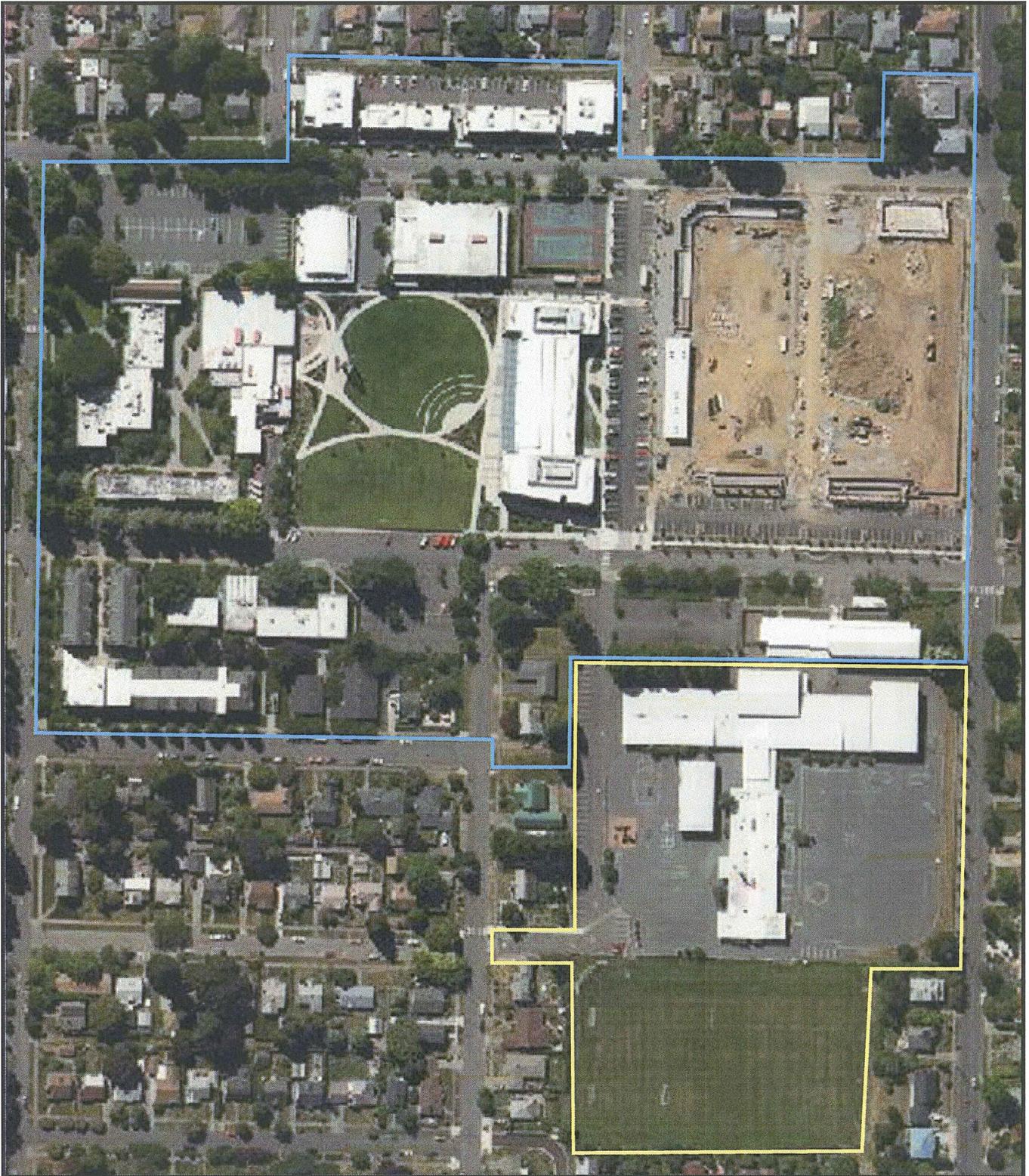
1. any contract funded by bond proceeds; or
2. any construction project. A DAG member shall not make or influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind.

For a period of one (1) year after leaving the DAG, a former DAG member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a DAG member, he or she participated in personally and substantially. Specifically, for a period of one (1) year after leaving the DAG, a former DAG member and the companies and businesses for which the member works shall be prohibited from contracting with the District with respect to:

1. bidding or proposing to provide services on projects funded by the bond proceeds; and/or
2. any construction project funded by the District.

COMMITMENT TO UPHOLD LAW: A DAG member shall uphold the federal and Oregon Constitutions, the laws and regulations of the United States and the State of Oregon, and the policies, procedures, rules and regulations of the Portland Public School District.

COMMITMENT TO THE PUBLIC: A DAG member shall place the interests of the public above any personal or business interest of the member.



0 |—————| 200 FT



FAUBION / CONCORDIA SITE

3039 NE Rosa Parks Way / 2811 NE Holman Street



Board of Education Informational Report

MEMORANDUM

Date: September 23, 2013

To: Members of the Board of Education

From: Jim Owens, Executive Director, Office of School Modernization

Thru: C.J. Sylvester, Chief Operating Officer

Subject: Bond Program Status – September 2013

In the November 2012 election, the voters approved a \$482M capital improvement bond for Portland Public Schools. The District's Office of School Modernization Staff has developed a set of performance measures to provide management information for the staff and reporting tools for the Bond Accountability Committee and the Board's oversight role. Performance metrics for the 2012 bond program are based on the Balanced Scorecard (BSC).

Attached is the BSC for the month of September 2013. Staff doesn't plan to present the BSC at the September 23rd Board meeting. However, questions or comments from the Board will be welcome.

Previously, Board members asked about the level of student engagement over the summer 2013. A total of six consultant & builder teams were subject to the provisions of our Equity in Public Purchasing and Contracting requirements relative to registration on *BizConnect*. All six firms registered and made themselves available to mentor & coach PPS students. A total of eight students worked with these firms as externship/extended job shadow, job shadows and participated in company tours. In addition, several contractors participated in career fairs and made various presentations to student groups. I expect the level of student engagement to increase as additional consultants & builders are retained to plan, design and construct the bond funded work.

Attachment 1: Balanced Scorecard Report – September 2013

Attachment 2: Project Management Cost Report – September 2013

<p>Narrative Comments:</p> <p>1. All construction work at the six IP13 sites (Alameda, Bridlemile, Lewis, Wilson, Laurelhurst & Ockley Green) is substantially complete. Working punchlist. Expect final completion mid-October 2013.</p> <p>2. Design contracts are in place with design teams for FHS, RHS and IP14</p> <p>3. Selected design firm to provide pre-design services ("master planning") for the Faubion replacement. Recommending award at the Sep 23rd Board meeting.</p> <p>4. Master plan workshop schedules have been developed and communicated for FHS, RHS and Faubion. Design Advisory Groups are meeting regularly.</p>	<table border="1"> <tr> <td colspan="2">Color Key</td> <td rowspan="3" style="text-align: center;">Overall Perspective</td> <td colspan="2">Perspective</td> <td>Perform</td> </tr> <tr> <td style="background-color: green; width: 20px;"></td> <td>Good</td> <td>Budget</td> <td style="background-color: green; width: 20px;"></td> </tr> <tr> <td style="background-color: yellow; width: 20px;"></td> <td>Concerns</td> <td>Schedule</td> <td style="background-color: green; width: 20px;"></td> </tr> <tr> <td style="background-color: red; width: 20px;"></td> <td>Difficulty</td> <td>Stakeholders</td> <td style="background-color: green; width: 20px;"></td> </tr> <tr> <td></td> <td></td> <td>Equity</td> <td style="background-color: green; width: 20px;"></td> </tr> <tr> <td></td> <td></td> <td>Average</td> <td style="background-color: green; width: 20px;"></td> </tr> </table>	Color Key		Overall Perspective	Perspective		Perform		Good	Budget			Concerns	Schedule			Difficulty	Stakeholders				Equity				Average														
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Narrative Comments:

1. Project Management Cost report for September is included as Attachment 2 to the staff report. Note that the "CFO contingency" isn't available for disbursement.

2. Staff has developed an allocation methodology for the \$45m "escalation contingency". \$495k in escalation contingency will be "allocated" to IP14. FHS and RHS projects are pending based on project scope determinations.

Color Key	
	Good
	Concerns
	Difficulty



Strategic Obj.	Perform
A	
B	
C	
D	
Average	

2012 Bond Projects

Improvements 2013	Roosevelt HS	Faubion K8	Improvements 2014	Franklin HS	Improvements 2015	Grant HS	Improvements 2016	Improvements 2017	Improvements 2018	Improvements 2019	Program Contingency	Program Costs

Strategic Objectives	Performance Measures	Performance Targets
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Objective A Project Budget and Scope Aligned	1	Initial Cost Estimate of Approved Scope	≥ 15% Contingency Available
	2	Master Plan	Within Budgeted Amount

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Objective B Planning & Design Costs within Budget	3	Projected Total P & D Costs	Within Budgeted Amount
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Objective C Construction Costs within Budget	4	Construction Cost Award Price or GMP	< 90% of Construction Budget
	5	Construction Cost Current Estimate	Per Schedule

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Objective D Project within Budget	6	Total Project Costs Within Budgeted Amount	Per Schedule
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Narrative Comments:

- Contractors are completing 'punchlist' work at Wilson for ADA ramp and minor defects at other IP13 sites. Expect to complete all work by mid-October.
- Improvement Project 2014 design teams have begun site assessments and are refining scope and budget details.
- FHS & RHS projects are on schedule in master planning. Expect to develop alternatives and present to the Board in mid-November.
- Modular classroom buildings at Faubion are in place and the four classrooms are fully occupied.

Color Key	
	Good
	Concerns
	Difficulty

Schedule Perspective

Strategic Obj.	Perform
A	
B	
C	
D	
Average	

2012 Bond Projects

Improvements 2013	Roosevelt HS	Faubion K8	Improvements 2014	Franklin HS	Improvements 2015	Grant HS	Improvements 2016	Improvements 2017	Improvements 2018	Improvements 2019
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Strategic Objectives	Performance Measures	Performance Targets
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Objective A Establish Schedule Target & Strategy	1	Occupancy Date Goal Established	
	2	Project Execution Strategy Developed	
	3	Overall Project Schedule Established	

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Objective B Planning, Permitting & Design Phases on Schedule	4	Design Contract Award	Green = < 0 weeks impact on scheduled design completion date. Yellow = 0 - 4 weeks; Red > 4 weeks
	5	Schematic Design Completed	
	6	Design Development Completed	
	7	Land Use Permit Approved	
	8	Construction Contract Documents	
9	Building Permit Approved		

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Objective C Construction on Schedule	10	Prime Contract Notice to Proceed	Green = < 0 weeks impact on scheduled construction completion date. Yellow = 0 - 4 weeks; Red > 4 weeks
	11	Construction Started	
	12	Substantial Completion Date	

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Objective D Meet Occupancy / Completion Schedule Target	13	FF&E Ordered	Same as Objective C
	14	FF&E Delivered and Installed	
	15	Projected Occupancy Date	Green = < 0 weeks impact on scheduled date. Yellow = 0 - 4 weeks; Red > 4 weeks

Projected Occupancy Dates										
09/13	09/17	09/17	09/14	09/17	09/15	09/19	09/16	09/17	09/18	

Narrative Comments:			Equity Perspective																																
<p>1. Overall bond program MWESB participation at 14% of total invoice payments.</p> <p>2. Eight students engaged six consultant/builder teams this summer.</p> <p>3. Apprenticable trade participation objectives under discussion with City of Portland.</p>			<table border="1"> <tr> <th colspan="2">Color Key</th> <td rowspan="4" style="background-color: #00FF00; text-align: center; vertical-align: middle;">Equity Perspective</td> <th colspan="2">Strategic Obj.</th> <th>Perform</th> </tr> <tr> <td style="background-color: #00FF00;">Good</td> <td rowspan="3" style="background-color: #FFFF00;">Concerns</td> <td>A</td> <td style="background-color: #FFFF00;"></td> </tr> <tr> <td style="background-color: #FFFF00;">Concerns</td> <td>B</td> <td style="background-color: #00FF00;"></td> </tr> <tr> <td style="background-color: #FF0000;">Difficulty</td> <td>C</td> <td style="background-color: #00FF00;"></td> </tr> <tr> <td colspan="2"></td> <td>Average</td> <td style="background-color: #00FF00;"></td> </tr> </table>													Color Key		Equity Perspective	Strategic Obj.		Perform	Good	Concerns	A		Concerns	B		Difficulty	C				Average	
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Project Management Cost Report

Project Cost Summary for 2012 Capital Improvement Bond Program

Capital Program Start Date: Nov 2012 Report Run Date: 9/1/2013
 Capital Program End Date: Nov 2020

Project Name	Original Project Budget	Approved Project Budget Changes	Current Project Budget	Estimate At Completion	Forecasted Over/(Under)	Invoices Approved *
Franklin HS Modernization	81,585,655	-	81,585,655	76,427,698	(5,157,957)	1,056
Grant HS Modernization	88,336,829	-	88,336,829	76,827,255	(11,509,574)	-
Roosevelt HS Modernization	68,418,695	-	68,418,695	64,489,289	(3,929,406)	2,141
Faubion Replacement	27,035,537	-	27,035,537	24,697,595	(2,337,942)	259,234
Improvement Project 2013	9,467,471	3,981,344	13,448,815	12,823,925	(624,889)	6,457,137
Improvement Project 2014	13,620,121	1,447,536	15,067,657	12,974,944	(2,092,713)	1,167
Improvement Project 2015	13,521,066	366,337	13,887,403	11,949,981	(1,937,422)	-
Improvement Project 2016	15,274,437	(7,791,052)	7,483,385	6,439,383	(1,044,002)	-
Improvement Project 2017	6,796,707	6,985,759	13,782,466	11,859,683	(1,922,783)	-
Improvement Project 2018	9,062,119	(1,056,723)	8,005,396	6,888,569	(1,116,827)	-
Master Planning - Benson HS	191,667	-	191,667	191,667	-	-
Master Planning - Cleveland HS	191,667	-	191,667	191,667	-	-
Master Planning - Jefferson HS	191,667	-	191,667	191,667	-	-
Master Planning - Lincoln HS	191,667	-	191,667	191,667	-	-
Master Planning - Madison HS	191,667	-	191,667	191,667	-	-
Master Planning - Wilson HS	191,667	-	191,667	191,667	-	-
Marshall Swing Site - Bond 2012	-	2,500,000	2,500,000	2,500,000	-	-
Swing Sites & Transportation	9,550,000	(2,500,000)	7,050,000	7,050,000	-	-
Educational Specification	-	300,000	300,000	252,171	(47,829)	66,455
Debt Repayment	45,000,000	-	45,000,000	45,000,000	-	45,000,000
2012 Bond Program **	93,181,361	(2,322,673)	90,858,688	67,719,330	(23,139,358)	1,657,004
Bond premium Contingency ***	-	13,870,119	13,870,119	-	(13,870,119)	-
Total	482,000,000	15,780,647	497,780,647	429,049,826	(68,730,821)	53,444,193

* Expenses are not closed. Subject to change.

** Expenses to be allocated to specific projects and sites over time.

*** Consists of bond premium from bond sale and not currently available for disbursement.

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

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REGULAR MEETING

September 23, 2013

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Purchases, Bids, Contracts

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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	7
4807	Authorizing the Superintendent to Enter into a Predevelopment Agreement with Concordia University for Master Planning and replacement of Faubion K-8 School	9
4808	Designation of Signature Authority	25

Purchases, Bids, Contracts

The Superintendent RECOMMENDS adoption of the following items:

Numbers 4804 and 4805

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

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

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

Other Matters Requiring Board Approval

The Superintendent RECOMMENDS adoption of the following items:

Numbers 4806 through 4808

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.
- 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

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 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 Gerding of Innovia 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 Gerding.

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 (“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;
- (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

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 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 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 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.

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 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-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.

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 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 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, 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: _____
Its: _____
Date: _____

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