



Meeting Minutes

(Adopted 2/4/25)

INDEX

Attendance	02
Call to Order / Opening	02
Election of Board Leadership (Resolutions 7025 and 7026)	02
Superintendent's Report	02
Student Representative's Report	03
General Student Comment	03
General Public Comment	03
Union Comment	03
Resolution to Affirm Rights of Undocumented Students and Protocols for Immigration and Customs Enforcement (ICE) Access to Schools (Resolution 7030)	03
Resolution Authorizing Operating Agreement with Albina Vision Trust (Resolution 7024)	04
Second Reading of a Policy: Student Use of Electronic Devices Policy x.xx.xxx-P (Resolution 7029)	04
Referral of a 2025 General Obligation Bond (Resolution 7038)	05
Board Committee and Conference Reports.....	05
Consent Agenda: Resolutions 7031 through 7037	06
Adjournment.....	06
Resolutions as Adopted.....	07

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

Attendance

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

Opening

6:10 pm

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

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

Election of Board Chairperson

6:14 pm

There was no discussion.

Actions:

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

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

Election of Board Vice-Chairperson

6:16 pm

There was no discussion.

Actions:

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

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

Superintendent's Report

6:18 pm

Superintendent Armstrong thanked board members for their service and provided an update on initiatives to support American Indian and Alaska Native students, including enhanced academic support, staff development, and plans for Native-focused centers within already modernized buildings. The initiatives are in direct response to a letter submitted by the Indian Parent Committee. A community meeting was announced for March 3rd to discuss these efforts and the timeline.

Student Representative's Report

6:27 pm

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

Public Comment

6:33 pm

Student Comment:

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

General Public Comment

- Tyler Wallou – Condemn the genocide of Palestinians.

Union Comment

6:47 pm

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

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

6:53 pm

Staff: Dr. Jon Franco and Dr. Renard Adams

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

comments, including whether PTAs and community partners would be included in training and the role of community partners in supporting family training initiatives.

Public Comment:

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

Actions:

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

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

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

7:13 pm

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

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

Actions:

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

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

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

7:25 pm

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

Public Comment:

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

Actions:

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

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

Referral of a 2025 General Obligation Bond (Resolution 7038)

8:13 pm

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

Director Scott reflected on the importance of the bond and the strength of the package. Board Members asked questions, including what features will be included in the Cleveland and Ida B. Wells modernizations. Staff confirmed that the schools will have specialized features that are specific to each school similar to the other modernized high schools. Staff provided an overview of the design phases and confirmed that the plan for Cleveland includes off-site athletics with the site location still under consideration.

Public Comment:

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

Public Comment on Subsidiary Motion:

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

Actions:

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

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

Subsidiary Motions:

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

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

Board Committee and Conference Reports

9:34 pm

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

Consent Agenda: Resolutions 7031 through 7037

9:36 pm

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

Actions:

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

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

Adjourn

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

Submitted by:

Kara Bradshaw

Executive Assistant / Board Clerk
Portland Public Schools

Resolutions As Adopted

7024	Resolution Authorizing Operating Agreement with Albina Vision Trust.....	08
7025	Election of Board Chairperson	32
7026	Election of Board Vice-Chairperson	33
7027	Skipped	34
7028	Withdrawn	34
7029	Resolution to Adopt Student Use of Personal Electronic Devices in Schools x.xx.xxx-P.....	35
7030	Resolution to Affirm Rights of Undocumented Students and Protocols for Immigration and Customs Enforcement (ICE) Access to Schools.....	36
7031	Resolution Approving Racial Equity and Social Justice Community Advisory Committee Members	38
7032	Adoption of the Index to the Minutes	39
7033	Authorization for Off-Campus Activities.....	40
7034	Expenditure Contracts.....	41
7035	Revenue Contracts	42
7036	Settlement Agreement.....	43
7037	Recommendation of Bond Accountability Committee Members as part of the 2012, 2017 and 2020 Bond Programs	44
7038	A Resolution of Portland Public Schools, Multnomah County School District No. 1J, Multnomah County, Oregon, Calling a Measure Election to Submit to the Electors of the District the Question of Authorizing \$1.83 billion of General Obligation Bonds and Providing for Related Matters.....	45

Resolution No. 7024

Resolution Authorizing Operating Agreement with Albina Vision Trust

RECITALS

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

RESOLVED

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

Exhibit A (to the Resolution)

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

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

RECITALS:

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

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

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

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

OBLIGATIONS:

ARTICLE 1 - GENERAL AGREEMENT TERMS

Section 1.01. Making of Agreement and Complete Relocation Costs.

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

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

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

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

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

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

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

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

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

Section 1.02. Relocation Sites.

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

Section 1.03. Cost-Neutral Transaction.

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

ARTICLE 2 – DEVELOPMENT OF WORK PLAN.

Section 2.01. Work Plan Requirement.

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

Section 2.02. Minimum Requirements.

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

Section 2.03. Desired Features.

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

Section 2.04. Framework of Minimum Requirements and Desired Features.

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

Section 2.05. Current Furnishings and Equipment in PEC.

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

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

ARTICLE 3 – COOPERATION AND REGULAR MEETINGS.

Section 3.01. Meeting Requirement.

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

Section 3.02. Milestones.

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

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

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

ARTICLE 4 – FEASIBILITY OF RELOCATION SITES AND PEC.

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

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

Section 4.02. AVT's Due Diligence on PEC.

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

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

ARTICLE 5 – APPROVAL OF CONTRACTS AND EXPENSES.

Section 5.01. Contracts/Expenses.

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

Section 5.02. PPS's Legal Fees.

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

Section 5.03. Emergencies.

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

Section 5.04. Pausing Work Already in Progress.

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

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

ARTICLE 6 – OVERALL BUDGET

Section 6.01. Overall Budget and Budget Categories.

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

Section 6.02. Increase to Overall Budget and Budget Categories.

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

ARTICLE 7 REIMBURSEMENT AND PAYMENT OF COSTS.

Section 7.01. Reimbursement Obligations.

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

Section 7.02. Reimbursement Requests; Fund Transfers; Escrows.

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

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

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

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

Section 7.04. Availability of Funds.

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

ARTICLE 8 – MISCELLANEOUS PROVISIONS.

Section 8.01. Third Parties.

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

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

Section 8.02. Dispute Resolution Related to Cost Reimbursement.

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

Section 8.03. Third-Party Work Product.

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

Section 8.04. Requests for Approval.

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

Section 8.05. Dispute Resolution.

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

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

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

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

c. **Arbitration.**

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

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

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

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

Section 8.06. No Agency, Joint Venture or Partnership.

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

Section 8.07. Further Assurances.

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

Section 8.08. Failure to Agree.

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

Section 8.09. Default and Remedies.

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

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

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

Section 8.10. Notices.

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

Party to be notified, (b) when sent, if sent by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day, (c) three (3) business days after deposit with the United States Post Office if by registered or certified mail, return receipt requested, postage prepaid, or (d) on the day guaranteed for delivery if deposited with a nationally recognized overnight courier, delivery charges prepaid and addressed to the Party to be notified at the address below, or at such other address as such Party may designate by ten (10) days' advance written notice to the other Party given in the foregoing manner.

If to AVT:	Albina Vision Trust, Inc. P.O Box 5124 Portland, OR 97208 E-mail: Winta@albinavision.org Attention: Winta Yohannes
with a copy to:	Perkins Coie LLP 1120 NW Couch Street, Tenth Floor Portland, OR 97209 E-mail: DPahl@perkinscoie.com Attention: Douglas Pahl
If to PPS:	501 N. Dixon St. Portland, OR 97227 E-mail: llarge@pps.net Attention: General Counsel
with a copy to:	Snell & Wilmer L.L.P. One East Washington Street Suite 2700 Phoenix, AZ 85004 E-mail: bsarhangian@swlaw.com Attention: Byron Sarhangian

Section 8.11. Headings.

The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

Section 8.12. Amendment and Waiver.

Any term of this Agreement and any other agreement, document or instrument entered into in connection herewith or therewith, may be modified or amended and the observance of any term of this Agreement and any such other agreement, document or instrument, may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Parties. Any modification, amendment or waiver effected in accordance with this Section 8.12 shall be binding upon the Parties.

Section 8.13. Severability.

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

Section 8.14. Successors and Assigns.

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

Section 8.15. Governing Law.

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

Section 8.16. Submission to Jurisdiction.

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

Section 8.17. Waiver of Jury Trial.

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

Section 8.18. Attorneys' Fees.

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

Section 8.19. Other General Provisions.

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

Section 8.20. Counterparts.

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

Section 8.21. Governance and Additional Terms.

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

[SIGNATURES ON FOLLOWING PAGES]

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

Albina Vision Trust, Inc.

By: _____
Name: _____
Title: _____

[Signature Page to Operating Agreement]

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

School District No. 1J, Multnomah County, Oregon

By: _____

Name: _____

Title: _____

[Signature Page to Operating Agreement]

(Exhibit A to the Operating Agreement)

EXHIBIT A
PEC PARCELS
(Legal Descriptions)

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

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

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

PARCEL II:

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

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

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

PARCEL III:

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

EXHIBIT B
RESOLUTION 6861

Resolution No. 6861Resolution Authorizing PPS to Prepare for the Sale of the Dr. Matthew Prophet Education Center**RECITALS**

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

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

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

RESOLVED

Therefore, be it resolved that the Board of Education:

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

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

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

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

*Board Policy 8.70.040

RESOLUTION No. 7025

Election of Board Chairperson

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

RESOLUTION No. 7026

Election of Board Vice-Chairperson

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

RESOLUTION No. 7027

Skipped

RESOLUTION No. 7028

Withdrawn

RESOLUTION No. 7029

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

RECITALS

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

RESOLUTION

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

RESOLUTION No. 7030

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

RECITALS

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

RESOLVED

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

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

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

RESOLUTION No. 7031

Resolution Approving Racial Equity and Social Justice Community Advisory Committee Members

RECITALS

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

RESOLUTION

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

RESOLUTION No. 7032

Adoption of the Index to the Minutes

The Following Index to the Minutes are offered for Adoption:

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

RESOLUTION No. 7033Authorization for Off-Campus Activities**RECITAL**

Portland Public Schools ("District") Policy 6.50.010-P ("Off-Campus Activities") requires the Board of Education ("Board") consent to student out-of-state travel.

RESOLUTION

The Board has reviewed the request for out-of-state travel. All required documents have been submitted to the Risk Management Department. The Superintendent recommends that the Board consent to the student out-of-state travel for the below request:

AUTHORIZATION FOR OFF-CAMPUS ACTIVITIES

Date(s)	School, Course, & Number of Students	Purpose of Travel	Travel Destination	Estimated Cost	Equitable Field Trip Fund; %
2/25-3/2/25	Jefferson Dancers, 19	National High School Dance Championships	Point Park University, PA	\$1,200	\$10,000

RESOLUTION No. 7034Expenditure Contracts that Exceed \$150,000 for Delegation of Authority**RECITAL**

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

RESOLUTION

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

NEW CONTRACTS

No New Contracts

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

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

NEW COOPERATIVE PURCHASING AGREEMENTS

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

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

No New IGAs

AMENDMENTS TO EXISTING CONTRACTS

No New Amendments

RESOLUTION No. 7035**Revenue Contracts that Exceed \$150,000 for Delegation of Authority****RECITAL**

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

RESOLUTION

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

NEW REVENUE CONTRACTS

No new Revenue Contracts

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

No New Intergovernmental Agreements

AMENDMENTS TO EXISTING CONTRACTS

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

RESOLUTION No. 7036

Settlement Agreement

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

RESOLUTION No. 7037

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

RECITALS

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

RESOLUTION

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

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

Resolution No. 7038

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

RECITALS

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

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

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

RESOLUTION

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

1. A measure election is hereby called for the purpose of submitting to the electors of PPS the question of issuing general obligations bonds in a principal amount not to exceed \$1.83 billion (the "Bonds"). Bond proceeds will be used to finance capital costs as described in the attached Exhibit A. The measure election hereby called shall be held in the District on May 20, 2025. As authorized by the County Clerk of Multnomah County, Oregon, and the Oregon Secretary of State, the election shall be conducted by mail pursuant to ORS 254.465 and 254.470.
2. The Board authorizes the Board Chair, Superintendent, or the designee of either of those individuals (the "Authorized Representative") to take any actions necessary to place the ballot title in substantially the form that is attached as Exhibit A with such changes as the Authorized Representative may approve on the May 20, 2025, election ballot and to place the explanatory statement in substantially the form that is attached as Exhibit B with such changes as the Authorized Representative may approve in the voter's pamphlet for that election. The Authorized Representative shall file the measure and explanatory statement with the elections officer of Multnomah County.
3. PPS hereby declares its official intent pursuant to Treasury Regulation Section 1.150-2 to reimburse itself with proceeds of the Bonds which may be issued in multiple series for capital costs of the Bond projects that are paid prior to the issues of the Bonds and that are eligible to be financed with proceeds of the Bonds. This resolution is adopted as official action of PPS in order to comply with Section 1.150-2 of the Federal Income Tax Regulations.

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

PORTLAND PUBLIC SCHOOLS

ATTEST:

MULTNOMAH COUNTY, OREGON

By: _____

By: _____

Deputy Clerk

Chair, Board of Directors

Attachments:

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