

Work Session with Vote on Consent  
Agenda  
Tuesday, September 30, 2025 6:00 PM

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

## **Agenda**

1. 6:00 pm - Call to Order
2. 6:05 pm - Consent Agenda (Resolutions 7178 through 7184)
  - 2.(a) Resolution 7178 - Expenditure Contracts that Exceed \$150,000 for Delegation of Authority
  - 2.(b) Resolution 7179 - Revenue Contracts that Exceed \$150,000 for Delegation of Authority
  - 2.(c) Resolution 7180 - Adoption of the Minutes
  - 2.(d) Resolution 7181 - Authorization for Off-Campus Activities
  - 2.(e) Resolution 7182 - Resolution to Appoint Three Members to the 2025-2026 Climate Crisis Response Committee
  - 2.(f) Resolution 7183 - Approving Board Member Conference Attendance as Representatives of the Board
  - 2.(g) Resolution 7184 - Authorizing Indemnification of PPS Employees Acting in Scope and Course of Employment
3. 6:10 pm - Fund for PPS Annual Report
4. 6:40 pm - Finance Focus: Contracts and Procurement
5. 7:10 pm - Board Work Plan
6. 7:45 pm - Board Stipend Discussion
7. 7:55 pm - Future Board Topics
8. 8:00 pm - Adjournment

**RESOLUTION No. 7178**

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

**RECITAL**

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

**RESOLUTION**

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

**NEW CONTRACTS**

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Admin, Funding Source	Certified Business
Computer Technology Link Corp.	10/1/25	Purchase Order PO 260697	Warranty extension on District Chromebooks. Sole Source PPS-47-0275	\$422,960	T. Odgers Fund 101 Dept. 5582	No
Mt. Scott Park Center for Learning, Inc.	10/1/25 through 8/31/26	Personal Services PS 97021	Distribution of additional funds available for use by contracted alternative education providers. Request for Proposals 2020-2894	\$291,498	I. Cardona Funding Source Varies	N/A - nonprofit
Rosemary Anderson High School	10/1/25 through 8/31/26	Personal Services PS 97022	Distribution of additional funds available for use by contracted alternative education providers. Request for Proposals 2020-2894	\$756,201	I. Cardona Funding Source Varies	N/A – nonprofit
Raptor Technologies, LLC	10/1/25 through 6/30/28	Digital Resource DR 97041	Three year license for visitor and volunteer data management software. Special Class Procurement – Software Upgrades and/or Maintenance PPS-47-0288(11)	\$171,451	J. Franco Fund 101 Dept. 5530	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
Corporate Travel Management	10/1/25 through 3/14/29	State of Oregon / NASPO ValuePoint COA 96984	Provide travel management services including airfare reservations and booking, lodging services, car rental reservations, and related services on an as-needed basis.	\$1,000,000	M. Morrison Funding Source Varies

**NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)**

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
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Centennial School District	7/1/25 through 6/30/26	Intergovernmental Agreement IGA 96960	Columbia Regional Inclusive Services will partner to deliver regional services to eligible individuals with Autism Spectrum Disorder.	\$151,000	J. Buno Fund 205 Dept. 5433 Grant G2428
Oregon City School District	7/1/25 through 6/30/26	Intergovernmental Agreement IGA 96995	Columbia Regional Inclusive Services will partner to deliver regional services to eligible individuals with Autism Spectrum Disorder.	\$198,000	J. Buno Fund 205 Dept. 5433 Grant G2428
Lake Oswego School District	7/1/25 through 6/30/26	Intergovernmental Agreement IGA 96997	Columbia Regional Inclusive Services will partner to deliver regional services to eligible individuals with Autism Spectrum Disorder.	\$203,000	J. Buno Fund 205 Dept. 5433 Grant G2428
Portland Community College	10/1/25 through 8/31/26	Intergovernmental Agreement IGA 97034	Distribution of additional funds available for use by contracted alternative education providers. Request for Proposals 2020-2894	\$511,896	I. Cardona Funding Source Varies
Multnomah Education Service District (MESD)	10/1/25 through 8/31/26	Intergovernmental Agreement IGA 97038	Distribution of additional funds available for use by contracted alternative education providers.	\$183,622	I. Cardona Funding Source Varies

### AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount; New Contract Amount	Responsible Administrator, Funding Source	Certified Business
ESS West, LLC	10/1/25 through 8/15/26	Personal Services PS 96989 Amendment 1	Provide substitute support staff services in Special Education. This amendment extends scope for entire 25-26 school year. Request for Proposals 2025-012	\$1,250,000 \$1,390,000	S. Toncray Fund 101 Dept. 6299	No
Pac Green Landscape, LLC	10/1/25 through 10/17/26 Option to renew for up to three additional one-year terms through 10/17/29	Services S 95921 Amendment 2	Provide ongoing maintenance of existing vegetated stormwater facilities. This amendment extends the contract for one additional year and adds funds. Invitation to Bid 2024-035	\$165,654 \$307,287 Total through all renewals: \$638,595	T. Odgers Fund 101 Dept. 5592	No
Carahsoft Technology Corp.	10/1/25 through 9/25/26	Cooperative Contract COA 90176 Amendment 2	Adds purchase of Abnormal AI email security software licenses.	\$500,000 \$1,500,000	T. Odgers Funding Source Varies	No
Advanced Security, Inc.	10/1/25 through 12/31/25	Services S 95678 Amendment 1	Uniformed, unarmed on-site security officers. This amendment adds officers to eight additional PPS sites for up to 30 days. Quotes	\$100,000 \$250,000	J. Franco Fund 101, 191 Dept. 5560, 5592	No

**RESOLUTION No. 7179**

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”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>
Gresham-Barlow School District	8/20/25 through 6/30/26	Intergovernmental Agreement / Revenue IGA/R 96973	Columbia Regional Inclusive Services will provide classroom and interpreter services for Deaf/Hard of Hearing regionally eligible children.	\$208,230	J. Buno
State of Oregon	7/1/25 through 9/30/25	Intergovernmental Agreement / Revenue IGA/R 97036	Oregon Comprehensive Literacy State Development (CLSD) grant	\$1,100,000	K. Howard

**AMENDMENTS TO EXISTING CONTRACTS**

No New Amendments to Existing Revenue Contracts

**RESOLUTION No. 7180**

Adoption of the Minutes

The Following Minutes are offered for Adoption:

- September 9, 2025 – Regular Meeting
- September 18, 2025 – Special Meeting



## Meeting Minutes

*(Draft for Approval)*

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*In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at:*

<https://www.youtube.com/@ppsboardofeducation>

Pursuant to notice made by posting to the Board's public notices webpage and emailed to persons on the mailing list, a Special Meeting of the Portland Public Schools Board of Education was held at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

## **Attendance**

Present:

Chair Eddie Wang; Vice-Chair Michelle DePass; Directors Rashelle Chase-Miller, Stephanie Engelsman, Virginia La Forte, and Christy Splitt

Absent:

Director Patte Sullivan and Student Representative Ian Ritorto

## **Call to Order**

The meeting was called to order at 6:04 pm by Board Chair Eddie Wang.

## **Ratification of Memorandum of Understanding with Portland Association of Teachers (Resolution 7177)**

Time: 6:05 pm

Dr. Armstrong introduced the Memorandum of Understanding and requested that the Board vote on it at this meeting rather than on September 30 to demonstrate the district's commitment to bands. The Board asked questions about posting the Resolution and MOU and any potential negative impacts. It was noted that both documents were being posted in real time during the meeting, that ratification carries a cost, and that band directors will be compensated retroactively for work outside of the school day in the last month.

Actions Taken:

- Director Splitt moved and Director La Forte seconded the motion to approve Resolution 7177, Ratification of Memorandum of Understanding with Portland Association of Teachers. The motion was put to a voice vote and passed (6 yes – 0 no).

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Absent; Wang: Yes; Student Representative Ritorto: Absent

## **Revenue Contract (Resolution 7176)**

Time: 6:18 pm

Director Wang introduced Resolution 7176, noting that Portland Public Schools received the Oregon Comprehensive Literacy State Development Grant, and summarizing the grant allocation timeline. A request was made to consider reinstating Reading Results in schools where the program was cut this year.

Actions Taken:

- Director DePass moved and Director Engelsman seconded the motion to approve Resolution Number 7176, Revenue Contracts that Exceed \$150,000 for Delegation of Authority. The motion was put to a voice vote and passed (6 yes – 0 no).

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Absent; Wang: Yes; Student Representative Ritorto: Absent

## **Adjournment**

The meeting was adjourned at 6:22 pm by Board Chair Eddie Wang.

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Submitted by:  
Rosanne Powell, Senior Board Manager  
Board Clerk Portland Public Schools

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## Resolutions As Adopted

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**RESOLUTION No. 7176**

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”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>
State of Oregon	7/1/25 through 9/30/25	Intergovernmental Agreement / Revenue IGA/R 97036	Oregon Comprehensive Literacy State Development (CLSD) grant	\$1,100,000	K. Howard

**AMENDMENTS TO EXISTING CONTRACTS**

No New Amendments to Existing Revenue Contracts

**RESOLUTION No. 7177**

Ratification of Memorandum of Understanding with Portland Association of Teachers

**RECITALS**

The Board has reviewed the information regarding the proposed Memorandum of Understanding with PAT that was signed by PPS and PAT on September 5, 2025, along with the Superintendent's recommendation for ratification of this amendment to the collective bargaining agreement:

**RESOLUTION**

The Board of Education hereby ratifies the attached Memorandum of Understanding.

## Attachment A

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between Portland School District 1J, Multnomah County, Oregon, Portland Public Schools (“PPS”) and the Portland Association of Teachers (“the Association”).

#### **Recitals:**

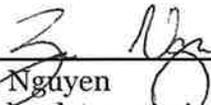
- Article 16.13 of the 2023-26 collective bargaining agreement outlines a process for a joint committee (“the Committee”) to review the extended responsibility schedule in Appendix B.
- The Committee was formed and jointly worked on the issues and topics, as outlined in Article 16.13.
- The Committee arrived at various changes to Appendix B to take effect starting with the beginning of the 2025-26 school year the three documents attached in PPS’s March 6, 2025 1:36pm email to PAT, acknowledging that the Parties will be in negotiations for a successor collective bargaining agreement during that school year.
- Those changes would be amendments to the 2023-2026 collective bargaining agreement, which PPS represents require approval of PPS’s Board to become effective.
- The Committee did not agree on any changes that would be effective prior to 2025-26 school year, and the Parties retain their positions and/or arguments about any retroactive effect and/or payment.

#### **The Parties agree as follows:**

1. PPS will take the steps necessary to seek Board approval, as soon as is practicable, to implement the modifications to the 2023-2026 collective bargaining agreement that were recommended by the Committee to take effect starting with the beginning of the 2025-26 school year. These modifications are reflected in the three documents attached in PPS’s March 6, 2025 1:36pm email to PAT.

2. Each party is responsible for their respective attorney fees and/or costs incurred in this matter.
3. This Memorandum of Understanding is not an admission of a contractual or other violation and is non-precedent setting as to how other matters between the Parties will be handled.

**PORTLAND ASSOCIATION OF  
TEACHERS**

By:   
Bao Nguyen  
Portland Association of Teachers

Date: September 5, 2025

**PORTLAND PUBLIC SCHOOL DISTRICT**

By: /s/ *Angela Freeman*  
Angela Freeman  
Chief Human Resources Officer

Date: September 5, 2025



## Meeting Minutes

*(Draft for Approval)*

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Pursuant to notice made by posting to the Board's public notices webpage and emailed 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 - Board Auditorium, 501 N. Dixon St, Portland, OR 97227 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

## **Attendance**

Present:

Chair Eddie Wang; Vice-Chair Michelle DePass; Director Rashelle Chase-Miller, Stephanie Engelsman, Virginia La Forte, Christy Splitt, Patte Sullivan; Student Representative Ian Ritorto; Superintendent Kimberlee Armstrong; and Chief Legal Officer Sharon Toncray

## **Call to Order / Opening**

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

## **Superintendent's Report**

Time: 6:11 pm

The superintendent provided her report, including a video highlighting students returning to school and a Lifting Literacy Campaign feature. She recognized several award-winning teachers—including the Oregon History Teacher of the Year and two Presidential Award recipients—and a Grant High School graduate who designed a new Lego set. She additionally highlighted Community Care Day, the Wellness Center at Benson High School and upcoming events, such as the Teaching with Purpose Conference.

## **Student Representative's Report**

Time: 6:20 pm

Student Representative Ian Ritorto shared that he engaged in conversations with students and teachers about Lumi AI, noting he heard an interest in more communication and information about the program.

## **Student and Public Comment**

Time: 6:23 pm

### **Student Comment**

- Naomi Anderson – Shared her experience with a potential shift in teachers after school started and thanked those who helped make sure it didn't happen.

### **Public Comment**

- Derek Ranta - Requested support to keep student athletes safe from homeless camps and potable water at Cleveland's athletic field. He also noted the importance of pep bands and urged the Board to turf Powell Park.
- Heidi West - The Cluster Model for the Youth Sports Program should be revised to allow for student participation at the school they attend.

## **Comments from our Union Partners**

Time: 6:36 pm

- Portland Association of Teachers (PAT): PAT President, Angela Bonilla, provided appreciation for James Loveland and Dr. Angela Freeman. She shared concerns about spending and transparency, including the Lumi AI pilot and a contract with the Portland Police Bureau; as well as concerns about the privatization of education in relation to the Center for Black Student Excellence.

## **Board Committee and Conference Reports**

Time: 6:47

The chairs of the following Committees provided reports, including highlighting discussions at recent meetings and indicating when the next meeting will be held.

- Audit Committee
- Facilities Improvement Oversight
- Policy Committee
- Teaching, Learning, & Enrollment Committee

Directors Chase-Miller, La Forte, and Splitt commented on their attendance at the Oregon School Board Association (OSBA) Summer Conference, including key takeaways.

## **Honoring Michael Grice**

Time: 7:02 pm

Vice-Chair DePass shared words honoring Michael Grice, highlighting his legacy and the many ways he has positively impacted students throughout his life, proclaiming September 9<sup>th</sup> as Dr. Michael “Chappie” Grice Day at Portland Public Schools. The Board presented a plaque to Mrs. Grice and took a group photo.

Public Comment (by special invitation):

- Yusuf Leary - Recognized and celebrated Mr. Grice, and shared appreciation for his wife.
- Tamala Newsome – Shared stories in honor of Mr. Grice.

## **Authorizing Execution of Purchase and Sale Agreement for Center for Black Student Excellence Building (Resolution 7165)**

Time: 7:17 pm

Staff: Dr. Renard Adams – Chief Accountability and Equity Officer; Deborah Kafoury – Chief of Staff; Liz Large – Contracted Senior Legal Advisor; and Nichole Watson – Senior Director, Family and Community Engagement

Staff presented an overview of the proposed purchase and sale agreement for the acquisition of a building for the Center for Black Student Excellence and outlined the 90-day due diligence period. The final vote is expected in December. Staff highlighted the property’s benefits, including its cultural and symbolic fit in the Albina neighborhood, functional readiness, sustainability features, accessibility, and potential for strong community partnerships. They emphasized that the building would serve all students through labs and industry exploration spaces. Staff noted the property’s anticipated challenges, such as limited parking, and the potential mitigation options. Board members raised questions about how programming and operations would be funded, potential lease agreements and community partnerships, and tax implications. There was a request to include student voice in programming decisions. Staff added that bond funds could only be used for the building, and not programming or staff.

There was discussion regarding a motion to add language which detailed specific reporting requirements, including whether an amendment was needed. Staff clarified that the due diligence process will address the questions raised and committed to sharing information and a work plan throughout the process.

There was discussion regarding a motion to table the amendment, including clarification on what tabling the amendment means. The motion to amend the resolution was tabled.

Public Comment:

- Aryn Frazier – In support of approving the Purchase and Sale Agreement
- Sahaan McKelvey – In support of approving the Purchase and Sale Agreement
- Laketha Elliot – In support of approving the Purchase and Sale Agreement
- Gary Hollands – In support of approving the Purchase and Sale Agreement

Actions Taken:

- Director DePass moved and Director Chase-Miller seconded the motion to adopt Resolution 7165, Authorizing Execution of Purchase and Sale Agreement for Center for Black Student Excellence Building. The motion was put to a voice vote and passed (7 yes – 0 no).

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

Subsidiary motions:

- Director La Forte moved and Director Engelsman seconded the motion to amend Resolution 7165 to state: staff shall present to the Board, no later than Tuesday, November 4, 2025, a comprehensive annual cost analysis for the One North facility, including a statement of financial responsibility detailing, at minimum, required PPS staffing, insurance, a maintenance budget, utilities, property tax obligations, and any other recurring operational expenses. The motion was tabled by a subsidiary motion.

- Director La Forte moved and Director Engelsman seconded the motion to table the amendment. The motion was put to a voice vote and passed (7 yes – 0 no).

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

**Break: 8:46 pm - 8:58 pm**

**Directing the Superintendent to Provide an Analysis of Outdoor School Costs and Options to Preserve a Five-Day Outdoor School Program (Resolution 7167)**

Staff: Dr. Isaac Cardona – Chief of Schools; Deborah Kafoury – Chief of Staff; and Michelle Morrison – Chief Financial Officer

The Board discussed a resolution to direct the Superintendent to provide an analysis of Outdoor School costs and options to preserve a five-day Outdoor School program. Concerns were raised about staff workload for the request, the unlikelihood of finding new funding, and the potential impact on direct student supports if funds are redirected, while others emphasized the importance of transparency and holding the legislature accountable for cuts. It was noted that middle school principals opposed redirecting funds. The resolution failed, however, the Board agreed by consensus to direct the superintendent to provide a cost analysis report, without pursuing cost savings or additional funding options.

Public Comment:

- Amy Whitney – In opposition to diverting funds from student services to maintain the number of days for Outdoor School.

Actions Taken:

- Director Engelsman moved and Director La Forte seconded the motion to adopt Resolution 7167, Directing the Superintendent to Provide an Analysis of Outdoor School Costs and Options to Preserve a Five-Day Outdoor School Program. The motion was put to a voice vote and failed (2 yes – 5 no)

Chase-Miller: No; DePass: No; Engelsman: Yes; La Forte: Yes; Splitt: No; Sullivan: No; Wang: No; Student Representative Ritorto: No (unofficial)

**Second Reading of a New Policy: Lobbying Registration Policy x.xx.xxx-P (Resolution 7164)**

Time: 9:37 pm

Vice-Chair DePass provided a summary of the proposed new policy, noting that similar policies exist in other public entities. The was open for public comment for at least 21-day, with no comments received. A concern was raised about the number of hours to trigger the registration requirement. After discussing

whether to send the policy back to the Policy Committee or adopt it as is, the board decided to move forward with the vote.

Actions Taken:

- Director Engelsman moved and Director Sullivan seconded the motion to adopt Resolution 7164, Resolution to Adopt a New Lobbying Registration Policy x.xx.xxx-P. The motion was put to a voice vote and passed (7 yes – 0 no).

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

Subsidiary Motion:

- Director DePass motioned to refer the policy back to the Policy Committee. No second was received. Director DePass withdrew the motion.

### **Resolution to Nominate Director Christy Splitt for the Oregon School Boards Association Legislative Policy Committee (Resolution 7174)**

Time: 9:46 pm

Chair Wang provided a summary of the Oregon School Board Association (OSBA) Legislative Policy Committee position, noting that voting yes nominates Director Christy Splitt to be on the ballot for the legislative committee which will be voted on by all Oregon School Board Association (OSBA) Boards at a future date.

Actions:

- Director Sullivan moved and Director DePass seconded the motion to adopt Resolution 7174, Resolution to Nominate Director Christy Splitt for the Oregon School Boards Association Legislative Policy Committee. The motion was put to a voice vote and passed (6 yes – 0 no – 1 abstain)

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Abstain; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Yes (unofficial)

### **Integrated Grants Annual Report**

Time: 9:50 pm

Staff: Dr. Renard Adams – Chief Accountability and Equity Officer; Kristina Howard – Senior Chief of Academics; Camedra Jefferson – Director, Funded Programs; and Joanna Tobin –Senior Director, Middle Grades Core Academics

Staff presented the Integrated Grants Annual Report for 2024–2025, noting that it is an Oregon Department of Education (ODE) requirement. The presentation included an overview of programs, goals, funding allocations, and investment priorities. Staff highlighted differences between Oregon Department of Education performance targets and Portland Public Schools Board goals, particularly in how the state groups student data. The presentation summarized the report's narrative responses which address progress, barriers, and planned adjustments. Staff provided a summary of the continuous improvement plan, focusing on attendance, literacy, math, and ninth grade success. It was noted that the full report is posted with the meeting materials.

Board members asked questions and provided feedback, including emphasizing the importance of maintaining reading supports for all schools where they are needed. Staff noted that additional data on student supports and outcomes will be presented in October.

While there was an opportunity for public comment, no requests for comment were received.

## **Seismic Study Report**

Time: 10:10 pm

Staff: Dr. Jon Franco – Senior Chief of Operations; Robert Jole – Project Manager, Office of School Modernization

Holmes Structures: Jennifer Eggers - Structural Engineer

Staff presented an update on seismic improvement efforts, highlighting completed work, as well as an overview of the Seismic Study Report, which includes a seismic risk assessment, and next steps. The full Seismic Study Report was provided in the meeting materials. Ms. Eggers provided further detail on how the seismic risk was assessed. Board members discussed how seismic planning intersects with potential school consolidations, community engagement, grant funding opportunities, and applying an equity lens to project selection. Questions were raised about how risk scores and safety determinations were made and why soil sampling wasn't used as a consideration, with staff clarifying the limits of the initial assessment. The Board discussed next steps, with interest in a hybrid approach to project selection expressed. The Facilities Improvement and Oversight Committee will review next-step options and present a recommendation at the next Board meeting.

## **September Budget Brief**

Time: 10:49 pm

Staff: Michelle Morrison

Staff provided their monthly Budget Brief, which included an update on property tax collections, state revenue forecasts, and general fund projections, noting an anticipated shortfall in 2025–26 that could affect staffing levels. While the quarterly state forecast is less positive due to federal legislation, appropriations are not expected to decrease this year. The district remains very careful with spending.

## **Consent Agenda: Resolutions 7168 through 7173**

Time: 10:59 pm

A request was made to ensure daily vegetarian lunch options are available to students.

### **Actions Taken:**

- Director DePass moved and Director Chase-Miller seconded the motion to adopt the Consent Agenda, including resolutions 7168 through 7173. The motion was put to a voice vote and passed (7 yes – 0 no)

Chase-Miller: Yes; DePass: Yes; Engelsman: Yes; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Absent

## **9:00 pm - Resolution 7175 - Expenditure Contract**

Time: 11:04 pm

Staff: Emily Courtage – Director, Purchasing and Contracting; Dr. Jon Franco – Senior Chief of Operations; and Tom Odgers - Chief of Integrated Operations

Staff provided an overview of the proposed contract amendment with Procedeo, noting that Procedeo is a national firm with experience managing large urban bond programs, that would provide coverage to ensure work continues while six vacancies remain in the Office of School Modernization. Board members raised questions about relying on a non-local firm, the timeline for already contracted work, cost implications, and potential reputational risks from project delays. Staff emphasized Procedeo's expertise, minority ownership, and the urgency of avoiding project delays. Dr. Armstrong stressed that without approval of the contract, modernization work would pause, adding that lost time leads to higher overall costs. The Board considered a motion to postpone approval of the resolution, with discussion including the potential benefits and risks of postponing. The motion to postpone failed, and Resolution 7175 was approved.

Public Comment:

- Kiesha Locklear – In opposition to the contract renewal
- Paul Weber – In opposition to the contract renewal

Actions Taken:

- Director Depass moved and Director Chase-Miller seconded the motion to adopt resolution 7175, Expenditure Contracts that Exceed Delegation of Authority. The motion was put to a voice vote and passed (6 yes – 1 no).

Chase-Miller: Yes; DePass: Yes; Engelsman: No; La Forte: Yes; Splitt: Yes; Sullivan: Yes; Wang: Yes; Student Representative Ritorto: Absent (unofficial)

Subsidiary motion:

- Director Engelsman moved and Director La Forte seconded the motion to postpone approving Resolution 7175. The motion was put to a voice vote and failed (2 yes – 5 no).

Chase-Miller: No; DePass: No; Engelsman: Yes; La Forte: Yes; Splitt: No; Sullivan: No; Wang: No; Student Representative Ritorto: Absent

**Other Business / Committee Referrals**

None

**Adjournment**

The meeting was adjourned at 12:17 am on September 10, 2025 by Board Chair Eddie Wang.

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Submitted by:

Kara Bradshaw  
Executive Assistant/Board Clerk  
Portland Public Schools

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## Resolutions As Adopted

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**RESOLUTION No. 7164**

Resolution to Adopt a New Lobbying Registration Policy x.xx.xxx-P

**RECITALS**

- A. On January 13, 2025, February 26, 2025, April 3, 2025, May 12, 2025, and June 23, 2025, the Board Policy Committee considered a new Lobbying Registration Policy x.xx.xxx-P.
- B. On July 22, 2025 the Board presented the first reading of a new Lobbying Registration Policy
- C. Pursuant to District policy, the public comment was open for at least 21 days, and there was no public comment received during the comment period.

**RESOLUTION**

The Board hereby adopts a new Lobbying Registration Policy x.xx.xxx-P and instructs the Superintendent to amend any relevant administrative directives to conform to this adopted policy.

## **RESOLUTION No. 7165**

### Authorizing Execution of Purchase and Sale Agreement for Center for Black Student Excellence Building

#### **Recitals**

- A. In November 2020, Portland Public Schools (PPS) proposed a bond ballot measure that included \$60 million for investment to create the Center for Black Student Excellence (CBSE). 75% of voters approved the bond.
- B. Following the passage of the bond measure, PPS engaged the community in a multi-year process to create a Vision for the CBSE that culminated in 2023 to reimagine how PPS supports Black students in light of the history of racial exclusion and displacement. Community leaders and organizations will contribute to a tightly woven network of educators, service providers, community members and other entities working together to fulfill the Vision.
- C. The CBSE, a center open to all students, comprises both physical and programmatic components to advance student success and community connection. The physical place of the Center for Black Student Excellence will augment in-school learning and serve as a resource hub of programs, aid, and multi-use spaces for students and community to gather.
- D. PPS has assessed options for the physical home for the CBSE in the historic Albina neighborhood and seeks to enter into a Purchase & Sale Agreement (PSA) with the Seller of the One North property, located at 3506-3514 N. Vancouver Avenue.
- E. The proposed purchase price for the One North property is \$16 million, which will be funded by 2020 bond funds.
- F. After entering into the PSA, PPS will conduct due diligence on the property. After the due diligence period, the PPS Board of Education will vote on whether to proceed with the purchase of the One North property. The seller requires that the transaction close by December 29, 2025.

#### **Resolution**

- 1. The Board authorizes the District to enter into the PSA for the One North property to serve as the CBSE home with the contingencies and further Board approval required by the PSA, attached as Exhibit A.

## Exhibit A

### PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) dated as of September \_\_, 2025 (the “**Effective Date**”), is made by and between School District No. 1J, Multnomah County, Oregon, operating as Portland Public Schools (“**Purchaser**”), and Karuna Properties II LLC, an Oregon limited liability company (“**Karuna Seller**”), and Karuna Properties II West, LLC, an Oregon limited liability company (“**Karuna West Seller**” and together with the Karuna Seller, collectively and in the singular as the context may require, “**Seller**”).

#### **RECITALS:**

- A. Seller desires to sell certain improved real property located in Multnomah County, Oregon (being Tax Parcel Nos. R103332 and R103333), along with certain related property described below, and Purchaser desires to purchase such real and other property from Seller.
- B. Seller and Purchaser, intending to be bound by this Agreement, desire to set forth herein the terms, conditions and agreements under and by which Seller shall sell and Purchaser shall purchase the property described below.

#### **AGREEMENTS:**

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

#### **1. THE PROPERTY.**

1.1. **Description.** Subject to the terms and conditions of this Agreement, and for the consideration set forth herein, Seller agrees to sell, assign and convey, and Purchaser agrees to purchase and acquire, all of Seller’s right, title and interest, if any, in and to the following (collectively, the “**Property**”):

1.1.1. That (a) certain approximately 0.4167 parcel of land located in Multnomah County, Oregon, having a street address of 25 N Fremont St., Portland, Oregon 97227, and being more specifically described on Schedule 1.1.1(a), attached hereto (“**Karuna East Land**”), and (b) certain approximately 0.286 parcel of land located in Multnomah County, Oregon, having a street address of 3506 - 3514 N Vancouver Ave., Portland, Oregon 97227, and being more specifically described on Schedule 1.1.1(b) (“**Karuna West Land**” and together with the Karuna East Land, collectively, the “**Land**”), together with the buildings constructed thereon (the “**Buildings**”) and all other infrastructure, improvements, parking facilities and fixtures located on the Land (the Buildings and any and all other improvements located on the Land are hereinafter referred to collectively as the “**Improvements**”), and all easements, hereditaments, appurtenances, and other benefits, if any, pertaining to or affecting the Land (collectively, the “**Easements**”). The Land, Buildings, Improvements, and Easements are hereinafter collectively referred to as the “**Real Property**”.

1.1.2. All furniture, furnishings, fixtures, equipment and other tangible personal property, if any, affixed to and/or located at the Real Property as of the Effective Date and used in

connection with the Real Property, or replacements of those items permitted pursuant to this Agreement (specifically excluding any items of personal property owned by any tenants of the Land, the Buildings or the Improvements and excluding any items of personal property owned by third parties and leased to Seller) if any of the foregoing are located on the Land at the Closing Date (the “**Personal Property**”).

1.1.3. Any and all leases, tenancies, licenses and other rights of occupancy or use of or for any portion of the Real Property, including all guaranties, security deposits, prepaid rents, amendments, renewals and extensions thereof (each, a “**Lease**,” and collectively, the “**Leases**”).

1.1.4. To the extent assignable or transferrable, any and all licenses, permits, authorizations, certificates of occupancy and other approvals that are in effect as of the Closing Date and necessary for the current use and operation of the Real Property (collectively, the “**Permits**”).

1.1.5. Any and all zoning and development rights, entitlements, utility service capacity reservations and/or allocations that are in effect as of the Closing Date and relate to or benefit the Property (collectively, the “**Entitlements**”).

1.1.6. Any and all manufacturer or service warranties, surveys, studies, and architectural or engineering plans and specifications that exist as of the Closing Date and relate to the Real Property or the Personal Property (collectively, the “**General Intangibles**”).

1.1.7. If applicable, pursuant to Section 4.7 below, all of each Seller’s memberships interests (the “**Membership Interests**”) in and to Eco Commons, LLC, an Oregon limited liability company (“**Eco Commons**”).

1.2. Agreement to Convey. Seller agrees to sell and convey, and Purchaser agrees to purchase and accept, on the Date of Closing (defined in Section 2.4 below): (a) fee title to the Land and the Improvements by way of a Statutory Special Warranty Deed from each Seller, to be executed and delivered by each Seller in respect to the applicable Real Property, and which shall each be subject to the Permitted Exceptions (defined in Section 3.9 below) affecting or encumbering the applicable Real Property; and (b) the remainder of the Property, by way of the assignment and assumption agreements, a quitclaim bill of sale and other instruments of conveyance described in this Agreement.

## 2. **PURCHASE PRICE AND PAYMENT.**

2.1. Purchase Price. The purchase price for the Property (the “**Purchase Price**”) is Sixteen Million and 00/100 Dollars (\$16,000,000.00).

2.2. Deposit.

2.2.1. Deposit. Within two (2) business day following the Effective Date, Purchaser shall, deposit in escrow with the Title Company (defined in Section 2.4 below) a promissory note for earnest money payable to Seller in the principal amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) (the “**Note**”). Within one (1) business day following expiration of the Due Diligence Period (defined in Section 3.1 below), the Note shall be converted

to cash and Purchaser shall, by federal wire transfer, deposit the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) (the “**Deposit**”) into the escrow account of the Title Company. If Purchaser fails to make the Deposit in accordance with the foregoing, by 5:00 p.m., Portland, Oregon time on the 1<sup>st</sup> business day following the expiration or earlier waiver of the Due Diligence Period, this Agreement shall automatically terminate and neither party shall thereafter have any further rights, obligations or liability hereunder, except as otherwise expressly set forth herein. Once deposited, and following expiration or earlier waiver of the Due Diligence Period (provided that Purchaser has not sooner terminated this Agreement), the Deposit shall be non-refundable to Purchaser but applicable to the Purchase Price, except as otherwise expressly set forth herein.

2.2.2. Maintenance of Deposit. Once delivered to the Title Company, the Deposit shall be held by the Title Company in a non-interest-bearing account. The Deposit shall be non-refundable, except as expressly set forth herein.

2.3. Payment of the Purchase Price at Closing. Purchaser shall pay to Seller the Purchase Price, on the Date of Closing, by federal wire transfer of immediately available funds to the Title Company. The Deposit shall be paid by the Title Company to Seller at Closing and credited against the Purchase Price. The Purchase Price shall also be subject to further adjustments for prorations and credits required to be made in accordance with Section 7 below.

2.4. Closing. The purchase and sale of the Property shall be consummated at closing (the “**Closing**”) in escrow through the Title Company on the date that is thirty (30) days following the expiration of the Due Diligence Period (as the same may be extended, the “**Date of Closing**” or “**Closing Date**”); provided, however, Closing may be extended by either party by providing advance written notice, so long as Closing occurs on no less than twenty (20) days’ notice and in any event **Closing shall not occur later than December 29, 2025**. Closing shall occur on the Date of Closing (as set forth in Section 8.4) at the offices of First American Title Insurance Company (the “**Title Company**”), whose address is 200 SW Market Street, Suite 250, Portland, Oregon 97201, Attn: Connie Haan, or at such other time and place as may be agreed to in writing by Seller and Purchaser.

### 3. INSPECTIONS AND APPROVALS.

3.1. Due Diligence Period; Inspections. Purchaser shall have a period of time (the “**Due Diligence Period**”), commencing on the Effective Date, and expiring at 11:59 p.m., Portland, Oregon time, on December 10, 2025, in which to conduct the inspections and studies described in this Section 3.

3.2. Access to the Property and Indemnification by Purchaser. During the Due Diligence Period and through Closing, Seller shall permit Purchaser and Purchaser’s agents and representatives access to the Land and Improvements for the purpose of conducting such physical and environmental inspections of the Land and Improvements (collectively, the “**Inspections**”) as Purchaser shall deem necessary to determine, in Purchaser’s sole discretion, the suitability of the Land and Improvements for Purchaser’s intended use. Before Purchaser enters the Land and Improvements to perform Inspections, Purchaser shall give Seller reasonable advance written notice and, at Seller’s option, a representative of Seller may accompany Purchaser and/or

Purchaser's representative. In the event Purchaser desires to speak to an Existing Tenant (defined in Section 4.6 below) other than 1803 Fund, it may do so only if accompanied by a representative of Seller, provided that if an Existing Tenant is willing to speak to Purchaser, Seller must provide a representative to permit Purchaser to speak to such Existing Tenant. Purchaser agrees to be solely responsible for the conduct of Purchaser's agents and representatives on and adjacent to the Land and Improvements and shall assume and pay for all expenses incurred in connection with the Inspections. At all times during the presence of Purchaser or Purchaser's agents and representatives on the Land and Improvements, Purchaser agrees that Purchaser will not allow, and Purchaser's agents and representatives will not conduct, any physically invasive testing of, on, or under the Land or Improvements without first obtaining Seller's written consent and providing a scope of work for such testing to Seller for Seller's approval, not to be unreasonably withheld or delayed, but subject to such reasonable conditions as Seller may impose. Purchaser agrees to return the Land and Improvements to substantially the same condition and cleanliness existing before entry and/or occupation by Purchaser's agents and representatives, including, but not limited to, sealing wells or other similar subsurface investigations. Purchaser shall use reasonable efforts to minimize interference with Seller's and any tenants' use and occupancy of the Buildings, promptly pay when due the costs of all tests, investigations, and examinations performed by or for Purchaser with regard to the Property and not permit any liens to attach to the Property by reason of the exercise of Purchaser's rights hereunder. Purchaser shall keep confidential the names and identities of Existing Tenants and counterparties to Service Contracts, except as may otherwise be required by law (including without limitation the Oregon Public Records Law or the Oregon Public Meetings Law), by court order or by the Multnomah County District Attorney. Further, Purchaser may disclose confidential information to Purchaser's lenders, consultants, agents and representatives to the extent each needs to know confidential information for the sole purpose of evaluating the Land and Improvements, provided Purchaser takes all reasonable measures to assure that Purchaser's agents and representatives keep such information confidential. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, Purchaser shall indemnify, defend and hold Seller harmless from any loss, injury, liability, damage or expense, including reasonable attorneys' fees and costs, directly caused by Purchaser, which Seller may incur as a result of (a) any act or omission of Purchaser or its agents or representatives arising in connection with any tests or inspections conducted by Purchaser or its agents or representatives, or (b) the failure of Purchaser to restore the Property in accordance with this Section 3.2; provided, however, that Purchaser shall not be required to indemnify Seller if and to the extent that any such loss, injury, liability, damage or expense was caused by the negligence or willful misconduct of Seller, its employees or its agents. The foregoing shall survive termination of this Agreement or the Closing, as applicable. For the avoidance of doubt, Purchaser maintains self-insurance coverage with regard to the first \$1.1 million in potential claims and additional excess commercial general liability insurance in the amount of \$9.9 million in coverage (collectively, the "**Purchaser Insurance**"), which such Purchaser Insurance shall be in full force and effect during the period in which Purchaser and its employees, consultants, agents, contractors or other representatives perform any due diligence activities upon the Real Property prior to Closing and will cover claims arising with regard to such activities hereunder. Furthermore, any consultants, agents, contractors or other representatives of Seller that are accessing the Real Property to assist Purchaser with its due diligence hereunder and are not governmental agencies or subdivisions shall, at their sole expense, keep and maintain a policy of commercial general liability insurance. Any such insurance policy shall afford protection in limits of not less than One Million Dollars (\$1,000,000) on a per

occurrence and aggregate basis. With respect to any environmental investigation or any drilling, boring or invasive testing that may be permitted pursuant to the terms of this Agreement, Purchaser, or Purchaser's applicable consultant, agent, contractor or other representative, shall, at its sole expense, keep and maintain at all times that any such work is to be undertaken on the Property, contractor's pollution liability insurance policy limits of not less than One Million Dollars (\$1,000,000) per occurrence and providing coverage to Seller for damages related to any pollution or contamination of the Property or its environment as a result of the activities of such party and/or Purchaser. Before consultants, agents, contractors or other representatives of Seller that are not governmental agencies or subdivisions enter the Property, Purchaser shall deliver to Seller certificates of any commercial general liability insurance coverage required hereunder. In addition, at least three (3) business days prior to the entry onto the Property for the purpose of performing any drilling, boring or invasive testing, Purchaser shall furnish to Seller a certificate of such contractor's pollution liability insurance coverage. All insurance shall be effected under standard form policies, issued by insurers of recognized responsibility authorized to do business in the State of Oregon and having a national rating of A-VII or better. All insurance shall be primary and non-contributing.

3.2.1. Purchaser agrees that it will conduct its own due diligence with respect to the environmental conditions at the Property, in accordance with this Section 3, and shall complete a timely Phase I environmental site assessment in accordance with ASTM E1527-21.

3.3. Delivery of Documents. Within ten (10) business days after the Effective Date, Seller or its representative will deliver for inspection the Property information materials relating to the Land and Improvements set forth on Schedule 3.3 attached hereto ("**Property Documents**"), to the extent such Property Documents are within Seller's actual possession or control or may be obtained by Seller after exercising commercially reasonable efforts, provided that Seller (i) will not be required to create any new Property Documents, and (ii) may deliver the Property Documents to Purchaser by way of a virtual data room or other electronic means. Seller is providing the Property Documents for Purchaser's information only, and as an accommodation to evaluate the transaction contemplated by this Agreement (the "**Transaction**").

#### 3.4. Survey.

3.4.1. As part of the Property Documents, Seller shall deliver to Purchaser the most recent survey, if any, in its possession (the "**Existing Survey**"). If Purchaser desires an updated or new survey, Purchaser shall order such updated or new survey (the "**Survey**"), at its sole cost and expense. If Purchaser obtains a Survey, then Purchaser shall deliver a copy of the Survey to Seller promptly following receipt. On or before the date that is forty-five (45) days after the Effective Date, Purchaser shall deliver to Seller in writing any objections to any matters shown on the Existing Survey or the Survey, as applicable ("**Objection Letter**"). Purchaser's failure to timely object to any such matters shall be deemed to constitute Purchaser's approval thereof.

3.4.2. If Purchaser timely objects to any matters shown on the Existing Survey or the Survey, as applicable, then Seller shall have until 5:00 p.m. on the date which is ten (10) business days after receipt of the Objection Letter (the "**Cure Date**") to agree in writing to cure before Closing, or decline to cure, Purchaser's objections to the Existing Survey or the Survey, as applicable. If Seller elects not to cure, or fails to timely respond to the Objection Letter, Seller

shall be deemed to have elected not to cure, in which event, Purchaser shall, on or before the date that is three (3) business days after the Cure Date, either (i) terminate this Agreement by delivery of written notice to Seller and Title Company, whereupon Title Company shall return the Note to Purchaser, Purchaser shall promptly return all copies of all Property Documents to Seller and thereupon neither party will have any further obligation or liability to the other party hereunder, except as otherwise expressly provided herein, or (ii) waive in writing its objection to the Existing Survey or the Survey, as applicable. Purchaser's failure to timely deliver to Seller and Title Company a written notice of termination or waiver of its objection to the Existing Survey or the Survey, as applicable, shall be deemed to constitute Purchaser's election to terminate this Agreement.

### 3.5. Title Commitments.

3.5.1. Prior to the Effective Date, Seller has delivered to Purchaser a Commitment for Title Insurance covering the Karuna East Land and a Commitment for Title Insurance covering the Karuna West Land (each, a "**Title Commitment**," and collectively, the "**Title Commitments**"), issued by the Title Company with respect to the respective portions of the Real Property, together with copies of any exceptions to title referenced therein. Seller shall be responsible for the cost of the Title Commitments, unless the Transaction does not close due to Purchaser's default, in which event Purchaser shall be responsible for the cost of the Title Commitments. The Title Commitments shall collectively set forth the status of title to the Real Property and all exceptions which would appear in an ALTA Owner's Policy (or Policies) of Title Insurance (as applicable, the "**Title Policy**"). On or before the date that is twenty (20) business days following the Effective Date, Purchaser shall deliver to Seller in writing any objections to matters shown in the Title Commitments. Purchaser's failure to timely object to any such matters shall be deemed to constitute Purchaser's approval thereof, and subject to the requirement to convey marketable title, any such matter shall then become a "**Permitted Exception**".

3.5.2. If Purchaser timely objects to any matters set forth in the Title Commitments, then Seller shall have until 5:00 p.m. on the Cure Date to agree in writing to cure before Closing, or decline to cure, Purchaser's objections to the Title Commitments. If Seller elects not to cure, or fails to timely respond to Purchaser's objections, Seller shall be deemed to have elected not to cure, in which event Purchaser shall, on or before the date that is three (3) business days after the Cure Date, either (i) terminate this Agreement by delivery of written notice to Seller and the Title Company, whereupon the Title Company shall return the Note to Purchaser, Purchaser shall promptly return all copies of all Property Documents to Seller, and thereupon neither party will have any further obligation or liability to the other party hereunder, except as otherwise expressly provided herein, or (ii) waive in writing its objection to the Title Commitments, in which event any such waived item shall become a Permitted Exception. Purchaser's failure to timely deliver to Seller and the Title Company a written notice of termination or waiver of its objection to the Title Commitments shall be deemed to constitute Purchaser's election to terminate this Agreement. Notwithstanding anything to the contrary contained herein, Seller shall, at or prior to Closing, satisfy any monetary liens against the Property ("**Required Monetary Liens**"), satisfy the lien of any mortgage or other security interest which Seller has placed on the Property, and satisfy all B-I requirements shown on the Title Commitments that pertain to Seller or the Property, such as providing proof of Seller's authority to execute the Deed and executing such typical affidavits and instruments to allow the Title Company to delete the

standard exceptions from Schedule B-II (excluding, however, standard survey exceptions which may only be deleted in the event Purchaser obtains a Survey).

3.5.3. Purchaser shall have the right to update the Title Commitments (“**Title Update**”) at any time prior to Closing, and if the Title Update reveals any new title matters or liens which were not contained in the initial Title Commitments, then Purchaser shall have the right to provide notice of Purchaser’s objection to such matters to Seller, and Seller shall, prior to Closing, notify Purchaser of which objections, if any, Seller elects to cure. Notwithstanding the foregoing, Seller shall remain obligated to cure the Required Monetary Liens upon the terms of Section 3.5.2 above. If Seller refuses to cure such objections (or if Seller fails to respond to Purchaser’s objections which failure shall be deemed Seller’s refusal to cure such objections), then Purchaser shall have the right to: (i) terminate this Agreement by notifying Seller thereof, the Deposit shall be refunded to Purchaser, and neither party shall have any further obligations under this Agreement other than those that expressly survive termination; or (ii) waive such objections and proceed to Closing with no resulting reduction in the Purchase Price unless Seller agrees in its sole discretion in writing to a Purchase Price reduction. Seller agrees to remove any exceptions or encumbrances to title which are created by Seller after the Effective Date and before the Closing Date at its sole cost and expense, unless Purchaser agrees in writing to accept the same, in which case Seller will have no obligation to remove such exceptions or encumbrances.

3.6. Purchaser’s Acceptance or Rejection Prior to the Expiration of the Due Diligence Period. On or prior to the expiration of the Due Diligence Period, Purchaser may approve of its review of its Inspections and the Property Documents and the feasibility, including the economic feasibility of the purchase and planned use of the Property (including without limitation, (i) Purchaser’s determination, following such internal and external studies and investigations as it deems prudent, that the Property is the optimal property to satisfy Purchaser’s specific needs for additional premises, including the timing of the Property’s availability given the various existing tenancies applicable to the Property; (ii) Purchaser’s obtaining an opinion from Purchaser’s bond counsel that bond funds are legally available to pay the Purchase Price and for anticipated remodeling, (iii) Purchaser’s confirming that desired remodeling is available to Purchaser under terms acceptable to Purchaser; (iv) Purchaser’s review and approval of an appraisal addressing the fair market value of the Property; (v) Purchaser’s determination that adequate parking is available for the use of the Property for Purchaser’s intended purpose and approval of the terms of related leases and subleases; (vi) Purchaser’s review and approval of the operating agreement for Eco Commons (as it may be amended) or of the Replacement Agreement (as defined in Section 4.7); (vii) receipt from each Existing Tenant (other than from Existing Tenants on any Existing Lease that has expired or been terminated prior to Closing) of a Tenant Estoppel Certificate in the form attached hereto as Schedule 6.1.4 (or such form, if any, that is prescribed by each Existing Lease) certifying such matters as are acceptable to Purchaser; (viii) approval by Purchaser’s Board of Education after due diligence is completed to make the Approval Election and close the Transaction) by giving written notice to Seller of its election (the “**Approval Election**”) to proceed with the Transaction in its sole and absolute discretion. If Purchaser does not timely deliver the Approval Election on or before the expiration of the Due Diligence Period, then Purchaser shall be deemed to have terminated this Agreement, and then this Agreement will automatically terminate, Purchaser shall promptly return all copies of all Property Documents to Seller, the Title Company will return the Note to Purchaser, and thereupon neither party will have

any further obligation or liability to the other party hereunder, except as otherwise expressly provided herein.

3.7. Service Contracts. Seller shall cause all property management agreements, service, maintenance, supply or other contracts relating to the operation of the Property (collectively, the “**Service Contracts**”) to be terminated effective as of the Closing Date, except any Service Contracts that Purchaser elects to assume.

3.8. Consents to Transfer. Purchaser and Seller will cooperate with one another and use commercially reasonable efforts to obtain any consent from third parties who have the right to consent to the transfer of any Permits, Entitlements, and/or General Intangibles that Purchaser elects to have assigned.

3.9. Permitted Exceptions. Purchaser shall accept title to the Property, subject to the following exceptions (the “**Permitted Exceptions**”):

3.9.1. Those matters affecting or relating to the title to, or the survey of, the Property: which are shown on the Title Commitments or as shown on the Existing Survey or the Survey, as applicable which Purchaser has otherwise approved or deemed to have approved pursuant to the terms of this Agreement, subject to the requirement of Seller to convey marketable title.

3.9.2. The lien of non-delinquent taxes, assessments and other usual and customary charges assessed against the owners of real property in the State of Oregon that are not due and payable as of the date of Closing.

3.9.3. All matters disclosed by the Property Documents and rights of tenants, as tenants only, under the Existing Leases (defined in Section 4.6 below).

3.9.4. All building and zoning laws, codes and regulations affecting the Property, including all special exceptions, conditions, site plan approvals, and other similar matters, if any, relating to the zoning of the Property.

4. **SELLER’S OBLIGATIONS PRIOR TO CLOSING**. Until Closing, Seller and/or Seller’s agents or representatives shall:

4.1. Insurance. Keep the Property insured, in an amount sufficient to satisfy any co-insurance requirement or stipulation, against fire and other hazards covered by extended coverage endorsement and commercial general liability insurance against claims for bodily injury, death and property damage occurring in, on or about the Property.

4.2. Operation. Operate the Property in the ordinary course of business and deliver the Property to Purchaser at Closing in the condition existing as of the Effective Date, normal wear and tear and damage by casualty excepted. Seller shall not enter into or modify any agreement affecting title to the Property (unless Purchaser agrees to the same in its commercially reasonable discretion) and shall not initiate or consent to any change in zoning or other land use designation with respect to the Property. Notwithstanding the foregoing, notices of non-responsibility may be

posted and recorded with respect to any tenant improvements to the Property in accordance with ORS 87.030.

4.3. Notices. Provide to Purchaser, promptly upon the receipt thereof, any and all written notices relating to the Property received by Seller or its agents or representatives from Existing Tenants, any governmental or quasi-governmental instrumentality, insurance company, vendor or other party under any of the Service Contracts, or from any other entity or party, which notices are of a type not normally received in the ordinary course of Seller's business, or which may have a material effect upon the Property or result in a material change in a representation or warranty made by Seller hereunder.

4.4. Compliance with Agreements. Take all actions necessary to comply with all agreements, covenants, encumbrances and obligations affecting or relating to the Property and the ownership, operation and maintenance thereof. Seller shall pay all utility bills and other invoices and expenses relating to the Property, as and when the same become due.

4.5. New Service Contracts. Not enter into any Service Contracts that do not terminate on or before the Closing without Purchaser's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

4.6. Leases. The Leases in effect as of the Effective Date (the "**Existing Leases**") are listed on Schedule 4.6 attached hereto and the tenants thereunder are referred to herein as the "**Existing Tenants**." From and after expiration of the Due Diligence Period and funding and release of the Deposit, Seller will not enter into any new leases or modify, amend or terminate any Existing Leases, or incur or agree to incur any capital improvement expenses related to the Property in excess of \$10,000.00 prior to Closing without Purchaser's approval, which shall not be unreasonably withheld, conditioned, or delayed.

4.7. Eco Commons. Make commercially reasonable efforts to (i) cause Eco Commons to be dissolved and (ii) facilitate and cooperate with Purchaser and the other member of Eco Commons to negotiate a tenancy-in-common or maintenance cost-sharing agreement (as the case may be) on terms acceptable to both parties addressing the maintenance of the courtyard adjacent to the Property (as applicable, a "**Replacement Agreement**"). Provided, however, that if Purchaser is unable obtain a Replacement Agreement and if all the conditions to Closing are satisfied or waived (including Purchaser's approval of the operating agreement for Eco Commons, as it may be amended), Seller shall assign, and Purchaser shall assume, the Membership Interests pursuant to a form of assignment of membership interests mutually agreed to by the parties and in accordance with the governing documents of Eco Commons.

4.8. Parking Lot Subleases. Seller shall cooperate in good faith with the negotiation of extensions of any subleases that Seller (and/or Eco Commons) may have entered into with Tenants of the Property regarding parking rights arising under that certain Parking Lot Lease Agreement originally dated September 13, 2013 (the "**Parking Lot Lease**"), between Eco Commons, as tenant, and Life Change Christian Center, an Oregon non-profit corporation, as lessor, as the same may have been amended from time to time (collectively, the "**Parking Lot Subleases**"). At Closing Seller shall assign the Parking Lot Subleases, if any, to Purchaser pursuant to a form of

assignment agreement mutually agreed to by the parties (the “**Parking Lot Sublease Assignment**”)<sup>1</sup>.

## 5. REPRESENTATIONS AND WARRANTIES.

5.1. By Seller. Seller represents and warrants to Purchaser, as of the Effective Date and as of the Closing Date, that:

5.1.1. Seller has the power, right and authority to enter into and perform all of the obligations required of Seller under this Agreement and the instruments and documents referenced herein, and to consummate the Transaction.

5.1.2. Seller has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal or options to purchase the Property, and Seller will not during the term of this Agreement enter into any such contracts or grant any such rights of first refusal or options, except for any contract for sale of the Property, right of first refusal or option to purchase the Property to which Purchaser has consented to in writing in Purchaser’s sole discretion.

5.1.3. Seller has taken all requisite action and obtained, or will obtain prior to Closing, all requisite consents, releases and permissions in connection with entering into this Agreement and the instruments and documents referenced herein or required under any covenant, agreement, encumbrance, law or regulation with respect to the obligations required hereunder, and no consent of any other party is required for the performance by Seller of its obligations hereunder.

5.1.4. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be, duly authorized, executed and delivered by Seller. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement are and shall be, valid and legally binding upon Seller and enforceable in accordance with their respective terms.

5.1.5. Neither the execution of this Agreement nor the consummation of the Transaction does now constitute or shall result in a breach of, or a default under, any agreement, document, instrument or other obligation to which Seller is a party or by which Seller or the Property may be bound.

5.1.6. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or state bankruptcy law is pending against or, to the best of Seller’s knowledge, contemplated by Seller.

5.1.7. There are no actions, suits, claims or other proceedings pending or, to the best of Seller’s knowledge, threatened against Seller or the Property that could affect Seller’s ability to perform its obligations when and as required under the terms of this Agreement.

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<sup>1</sup> NTD: Subject to review of relevant Parking Lot Lease Agreement/subleases and discussion between the parties regarding plan for parking.

5.1.8. To Seller's actual knowledge, all material aspects of the Buildings, including the mechanical, electrical, and plumbing equipment and systems on the Property, are in good working order and repair, except for normal wear and tear, and will be mechanically and structurally sound and free from material defects in materials and workmanship.

5.1.9. To Seller's actual knowledge, the Property is not in material violation of applicable laws, ordinances or regulations and Seller has not received written notice from any governmental authority alleging that the Property is in material violation of applicable laws, ordinances or regulations, nor to Seller's actual knowledge has Seller's property manager delivered to Seller written notice from any governmental authority alleging such violation.

5.1.10. There are no actions, suits, claims or other proceedings pending or, to Seller's actual knowledge, threatened against Seller or the Property under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.

5.1.11. To Seller's actual knowledge, there is no hazardous substance, including asbestos, on the Property, except for those used in de minimis amounts for cleaning and maintenance at the Property and in compliance with applicable laws.

5.1.12. To Seller's actual knowledge, the Property does not include any underground storage tank.

5.1.13. To Seller's actual knowledge, the rent roll delivered to Purchaser as part of the Property Documents is true and correct in all material respects as of the date hereof.

5.1.14. The Existing Leases are enforceable against the lessees named therein and to Seller's actual knowledge, no party to the Existing Leases is in breach or default under any material obligation thereunder or any material provisions thereof.

5.1.15. There will be no tenant improvement costs or work allowances owing to any tenant or any lease commissions owing to any brokers with respect to the Existing Leases as of the Date of Closing.

5.2. Seller's Knowledge. As used in this Agreement, (i) the terms "to the best of Seller's knowledge" or "to Seller's actual knowledge" or "to Seller's knowledge" or similar terms shall mean to the current, actual knowledge of Eric D. Lemelson ("**Seller's Representative**"), without a duty to investigate other than to inquire with the property manager, without personal liability, and (ii) the terms "received by Seller" or "in Seller's possession" or similar terms shall mean actual receipt or possession by Seller's Representative or of which Seller's Representative is aware.

5.3. Waiver of Known Defects. Except to the extent a representation or warranty was knowingly inaccurate when made, notwithstanding any provision of this Agreement to the contrary, Seller shall have no liability in connection with this Agreement by reason of any breach or inaccuracy of a representation or warranty if, and to the extent that, such inaccuracy or breach is disclosed in writing to Purchaser prior to the expiration of the Due Diligence Period, and Purchaser elects, nevertheless, to consummate the Transaction. Prior to Closing. Seller agrees to

promptly notify Purchaser, in writing, if Seller discovers that any representation, though believed to be true when made, is, in fact, not true, or if facts and circumstances underlying Seller's representations, though true when made, have changed through no fault of Seller (such change, a "**Change**", and such notice, a "**Statement of Change**"). In the event of any such Change, Purchaser may either (i) terminate the Agreement by written notice to Seller, in which event the Note (if the Deposit has not been funded) shall be returned to Purchaser or the Deposit and, if funded, shall be refunded to Purchaser, Seller shall reimburse all of Purchaser's out-of-pocket expenses incurred in connection with this transaction, not to exceed \$150,000, and the parties will have no further obligation under this Agreement other than those that expressly survive termination; or (ii) proceed to close the purchase and sale of the Property as set forth in this Agreement without a reduction in Purchase Price unless agreed to in writing by Seller in its sole discretion. Notwithstanding the foregoing, if Seller is able to cure, and in fact does cure any Change within ten (10) business days of providing Purchaser with a Statement of Change, but in all cases prior to Closing, then Purchaser may not terminate this Agreement under this Section. If Purchaser obtains actual knowledge that any representation of Seller was false, misleading, or inaccurate when given or has become false, misleading, or inaccurate but Purchaser nonetheless proceeds to close on the Property, the applicable representation will be deemed automatically modified to reflect the actual knowledge of Purchaser. Nothing contained herein shall be deemed to modify the limitations on Purchaser's remedies contained in Section 10 of this Agreement.

5.4. Survival. The representations and warranties set forth in this Section 5 shall survive Closing for a period of eighteen (18) months (the "**Survival Period**"), and no action or claim may be brought against Seller by Purchaser or any affiliate of Purchaser with respect to a breach of such representations or warranties or any action, suit or other proceedings commenced or pursued, for or in respect of any breach of any representation or warranty made by Seller in this Agreement from and after expiration of the Survival Period.

5.5. Limitation on Remedies. Notwithstanding anything herein to the contrary, if Purchaser discovers prior to Closing that one or more of the representations and warranties under the provisions of this Section 5 are false or untrue as of the Date of Closing, Purchaser's sole remedy will be to exercise its rights under the provisions of Section 5.3 and Section 10.3 hereof.

5.6. By Purchaser. Purchaser makes the representations and warranties to Seller set forth below in this Section 5.6 effective as of the Effective Date. Subject to the condition that this Agreement has not been terminated prior to the Closing Date in accordance with its terms and conditions, said representations and warranties shall be deemed to have been remade as of the Closing Date unless prior to the Closing Date Purchaser notifies Seller (a) that one or more of said representations and warranties are no longer accurate and will remain inaccurate as of the Closing Date, which notice shall describe with reasonable specificity the manner in which such representations and warranties are no longer accurate, and (b) that due to the nature of the facts underlying the inaccuracy Purchaser does not intend to consummate the purchase of the Property; in which case, Seller will elect to either (i) terminate the Agreement by written notice to Purchaser, in which event the Deposit shall be retained by Seller as liquidated damages in the manner contemplated by Section 10.1 of this Agreement (unless Purchaser was under no obligation to close the purchase due to a failure of a condition stated herein), and the parties will have no further obligation under this Agreement other than those that expressly survive termination; or (ii) proceed to close the purchase and sale of the Property as set forth in this Agreement, in which case the

applicable representation will be deemed automatically modified to reflect the manner in which such representations and warranties are no longer accurate.

5.6.1. Purchaser is a public school district, duly organized and validly existing under the laws of the State of Oregon.

5.6.2. Purchaser has taken all requisite action and obtained all requisite consents, releases and permissions in connection with entering into this Agreement and the instruments and documents referenced herein or required under any covenant, agreement, encumbrance, law or regulation with respect to the obligations required hereunder, and no consent of any other party is required for the performance by Purchaser of its obligations hereunder.

5.6.3. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement have been or will be, duly authorized, executed and delivered by Purchaser. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement are or will be, valid and legally binding upon Purchaser and enforceable in accordance with their respective terms.

5.6.4. Neither the execution of this Agreement nor the consummation of the Transaction does now constitute or will result in a breach of, or a default under, any agreement, document, instrument or other obligation to which Purchaser is a party or by which Purchaser may be bound, or any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to Purchaser or to the Property.

5.6.5. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or state bankruptcy law is pending against or, to Purchaser's actual knowledge, contemplated by Purchaser.

5.6.6. There are no actions, suits, claims or other proceedings pending or, to Purchaser's actual knowledge, contemplated or threatened against Purchaser that could affect Purchaser's ability to perform its obligations when and as required under the terms of this Agreement.

5.6.7. As of the Effective Date, Purchaser has the power, right and authority to enter into and perform all of the obligations required of Purchaser under this Agreement and the instruments and documents referenced herein, and, subject to further authorization by Purchaser's Board of Education to make the Approval Election and to consummate the Transaction. Upon such further approval, Purchaser will have the power, right and authority to consummate the Transaction.

5.7. Representation. Seller and Purchaser each represent to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the sale of the Property, except that Seller has retained the services of Nathan Sasaki of Apex Real Estate Partners ("**Seller's Broker**"), and Purchaser has retained the services of Kevin VandenBrink & Rhys Konrad of Macadam Forbes, Inc. ("**Purchaser's Broker**") and together with Seller's Broker, the "**Brokers**"). At Closing, Seller shall be responsible

for paying a fee to the Brokers equal to three percent (3.00%) of the final Purchase Price in the aggregate (the “**Brokerage Fee**”) in accordance with a separate written agreement among the Brokers and Seller. Seller and Purchaser agree that each will indemnify, defend and hold the other free and harmless from the claims of any other broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented Seller or Purchaser, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Property. This mutual indemnity shall survive Closing and any termination of this Agreement. Notwithstanding the foregoing, Seller and Purchaser hereby acknowledge and agree that neither Seller’s Broker nor Purchaser’s Broker is a third-party beneficiary under this Agreement.

5.8. Property Condition.

5.8.1. Disclaimer. PURCHASER HEREBY ACKNOWLEDGES, WARRANTS AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT (INCLUDING THE CLOSING DOCUMENTS ATTACHED AS SCHEDULES HERETO): (I) PURCHASER IS EXPRESSLY PURCHASING THE PROPERTY IN ITS EXISTING CONDITION “AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS, LATENT OR PATENT, KNOWN OR UNKNOWN” AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER WITH RESPECT TO ALL FACTS, CIRCUMSTANCES, CONDITIONS AND DEFECTS; (II) SELLER HAS NO OBLIGATION TO INSPECT FOR, REPAIR OR CORRECT ANY SUCH FACTS, CIRCUMSTANCES, CONDITIONS OR DEFECTS OR TO COMPENSATE PURCHASER FOR SAME; (III) SELLER HAS SPECIFICALLY BARGAINED FOR THE ASSUMPTION BY PURCHASER OF ALL RESPONSIBILITY TO INSPECT AND INVESTIGATE THE PROPERTY AND OF ALL RISK OF ADVERSE CONDITIONS AND HAS STRUCTURED THE PURCHASE PRICE AND OTHER TERMS OF THIS AGREEMENT IN CONSIDERATION THEREOF; (IV) PURCHASER IS AND WILL BE RELYING STRICTLY AND SOLELY UPON SUCH INSPECTIONS AND EXAMINATIONS AND THE ADVICE AND COUNSEL OF ITS OWN CONSULTANTS, AGENTS, LEGAL COUNSEL AND OFFICERS AND PURCHASER IS AND WILL BE FULLY SATISFIED THAT THE PURCHASE PRICE IS FAIR AND ADEQUATE CONSIDERATION FOR THE PROPERTY; (V) SELLER IS NOT MAKING AND HAS NOT MADE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO ANY MATERIALS OR OTHER DATA PROVIDED BY SELLER TO PURCHASER (WHETHER PREPARED BY OR FOR SELLER OR OTHERS) OR THE EDUCATION, SKILLS, COMPETENCE OR DILIGENCE OF THE PREPARERS THEREOF OR THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF ALL OR ANY PART OF THE PROPERTY AS AN INDUCEMENT TO PURCHASER TO ENTER INTO THIS AGREEMENT AND THEREAFTER TO PURCHASE THE PROPERTY OR FOR ANY OTHER PURPOSE; AND (VI) BY REASON OF ALL THE FOREGOING, PURCHASER ASSUMES THE FULL RISK OF ANY LOSS OR DAMAGE OCCASIONED BY ANY FACT, CIRCUMSTANCE, CONDITION OR DEFECT PERTAINING TO THE PROPERTY.

SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF CONDITION,

MERCHANTABILITY, HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE PROPERTY, TAX LIABILITIES, ZONING, LAND VALUE, SUBDIVISION OR LAND USE, AVAILABILITY OF ACCESS OR UTILITIES, INGRESS OR EGRESS, GOVERNMENTAL APPROVALS, OR THE SOIL CONDITIONS OF THE LAND.

FURTHER AND WITHOUT IN ANY WAY LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT (INCLUDING THE CLOSING DOCUMENTS ATTACHED AS SCHEDULES HERETO), SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRESENCE ON OR BENEATH THE LAND (OR ANY PARCEL IN PROXIMITY THERETO) OF HAZARDOUS MATERIALS. BY ACCEPTANCE OF THIS AGREEMENT AND THE DEEDS, PURCHASER ACKNOWLEDGES THAT PURCHASER'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF THE LAND (AND OTHER PARCELS IN PROXIMITY THERETO) HAS BEEN ADEQUATE TO ENABLE PURCHASER TO MAKE PURCHASER'S OWN DETERMINATION WITH RESPECT TO THE PRESENCE ON OR BENEATH THE LAND (AND OTHER PARCELS IN PROXIMITY THERETO) OF SUCH HAZARDOUS MATERIALS.

5.8.2. Acknowledgment of Inspection. Purchaser acknowledges and agrees that: (a) prior to the expiration of the Due Diligence Period, Purchaser will have an opportunity to inspect the Property; (b) if the Transaction is consummated, Purchaser will be purchasing the Property pursuant to Purchaser's independent examination, study, inspection and knowledge of the Property; and (c) Purchaser is relying upon its own determination of the value and condition of the Property and not on any information provided or to be provided by Seller. Purchaser is relying solely upon its own inspections, investigations, research and analyses in entering into this Agreement and is not relying in any way upon any representations or warranties (except those expressly provided in Section 5 or any Closing Document attached as a schedule hereto), statements, plans, specifications, cost estimates, studies, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives to Purchaser or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters.

5.8.3. SURVIVAL. THE ACKNOWLEDGEMENTS AND AGREEMENTS OF PURCHASER SET FORTH IN THIS SECTION 5 WILL SURVIVE THE CLOSING.

## 6. **CONDITIONS PRECEDENT TO CLOSING.**

6.1. Conditions for the Benefit of Purchaser. The obligation of Purchaser to consummate the conveyance of the Property hereunder is subject to the full and complete satisfaction or waiver of each of the following conditions precedent:

6.1.1. The representations and warranties of Seller contained in this Agreement shall be true, complete and accurate in all material respects, on and as of the date hereof and the Date of Closing as if the same were made on and as of such date.

6.1.2. Seller shall have performed each and every obligation and covenant of Seller to be performed hereunder unless performance thereof is waived by Purchaser.

6.1.3. There has been no material and adverse change to the condition of the Property since the Effective Date, provided that any change in condition due to casualty or condemnation shall be controlled by the provisions of Section 9.

6.1.4. Seller will exercise commercially reasonable efforts to obtain a Tenant Estoppel Certificate in substantially the form attached hereto as Schedule 6.1.4 (or such form, if any, that is prescribed by each Existing Lease) and dated within thirty (30) days of the Date of Closing, from all Existing Tenants and will endeavor to deliver the Tenant Estoppel Certificates no later than fifteen (15) days prior to the Date of Closing; provided, however, that if any Existing Lease has expired or been terminated prior to Closing, the Tenant Estoppel Certificate with respect to such Existing Lease will not be required.

6.1.5. Title Company shall have delivered to Purchaser a pro-forma Title Policy, irrevocably committing to issue the Title Policy with only the Permitted Exceptions as exceptions to title.

6.1.6. No litigation has been threatened or is pending against Purchaser that pertains to Purchaser's purchase of the Property.

6.1.7. Approval by Purchaser's Board of Education prior to the expiration of the Due Diligence Period to make the Approval Election and to proceed to close the Transaction.

6.2. Waiver of Conditions for the Benefit of Purchaser. Purchaser shall have the right to waive some or all of the foregoing conditions in its sole and absolute discretion; provided, however, that no such waiver shall be effective or binding on Purchaser unless it is in writing and executed by an authorized officer of Purchaser. Notwithstanding the foregoing, in the event any of the conditions set forth in Section 6.1 have not been satisfied by the Closing Date, Purchaser shall have the option of terminating this Agreement by providing notice thereof to Seller, in which event this Agreement shall terminate, the Deposit shall be refunded to Purchaser, and neither party shall have any further obligations under this Agreement except for those that expressly survive termination.

6.3. Conditions for the Benefit of Seller. The obligation of Seller to consummate the conveyance of the Property hereunder is subject to the full and complete satisfaction or waiver of each of the following conditions precedent:

6.3.1. Receipt by Seller prior to the expiration of the Due Diligence Period of all requisite approvals including all other approvals that may be required pursuant to any documents which govern Seller.

6.3.2. The representations and warranties of Purchaser contained in this Agreement shall be true and accurate in all material respects, on and as of the effective dates when as stated in Section 5.6.

6.3.3. Purchaser shall have performed each and every obligation and covenant of Seller to be performed hereunder unless performance thereof is waived by Seller.

6.4. Waiver of Conditions. Seller shall have the right to waive some or all of the foregoing conditions in its sole and absolute discretion; provided, however, that no such waiver shall be effective or binding on Seller unless it is in writing and executed by an authorized officer of Seller. Notwithstanding the foregoing, in the event any of the conditions set forth in Section 6.3 have not been satisfied by the Closing Date, Seller shall have the option of terminating this Agreement by providing notice thereof to Purchaser, in which event this Agreement shall terminate, the Deposit shall be retained by Seller, and neither party shall have any further obligations under this Agreement except for those that expressly survive termination.

## 7. **CLOSING COSTS AND PRORATIONS.**

7.1. Purchaser's Costs. Purchaser will pay the following costs of closing the Transaction:

7.1.1. The cost of recording the Deeds (defined in Section 8.1.1 below);

7.1.2. All premiums at the promulgated rate, fees and costs associated with the issuance of any endorsements to the Title Policy (except endorsements obtained by Seller to cure title objections and/or survey objections as referred to in Section 3) or any additional premium for the issuance of an ALTA extended coverage owner's policy of title insurance that exceeds the premium for the Title Policy, as well as for all premiums, fees and costs associated with the issuance of a mortgagee title insurance policy required by Purchaser or Purchaser's lender, if any;

7.1.3. The cost of the Survey;

7.1.4. The fees and disbursements of Purchaser's counsel and any other expense(s) incurred by Purchaser or its agents and representatives in inspecting or evaluating the Property or closing the Transaction;

7.1.5. Any and all costs and expenses in connection with obtaining financing for the purchase of the Property, if any, including without limitation any documentary stamp, intangible or transfer taxes required to be paid upon the recordation of any mortgage or other security agreement executed and recorded in connection with such financing;

7.1.6. Any sales taxes payable with respect to any personal property, if any, included within the Property; and

7.1.7. One-half (1/2) of the escrow and settlement fees and charges of the Title Company due in connection with the closing of the Transaction (the foregoing escrow and settlement fees and charges exclude, however, search fees and recording charges).

7.2. Seller's Costs. Seller will pay the following costs of closing the Transaction:

7.2.1. All premiums, fees and costs associated with the issuance of the Title Policy, including the costs of any endorsements obtained by Seller to cure title objections and/or survey objections as referred to in Section 3;

7.2.2. One-half (1/2) of the escrow and settlement fees and charges of the Title Company due in connection with the closing of the Transaction;

7.2.3. The fees and disbursements of Seller's counsel;

7.2.4. All release fees and other charges required to be paid in order to satisfy all monetary liens against the Property and release from the Property the lien of any mortgage or other security interest which Seller is obligated to remove pursuant to the terms of this Agreement;

7.2.5. All documentary stamp or transfer taxes due upon recording the Deeds;

7.2.6. The Brokerage Fee referred to in Section 5.7, above; and

7.2.7. All premiums, fees and costs associated with the issuance of a Seller's policy of title insurance.

7.3. Prorations. All collected revenues and expenses, including, but not limited to, collected rents and any other amounts paid by the tenants under the Leases, personal property taxes, current installment payments of special assessment liens, association charges, sewer charges, utility charges, reimbursement of maintenance and repair expenses and normally prorated operating expenses paid as of the Date of Closing shall be prorated as of 11:59 p.m., Portland, Oregon time, on the day before the Date of Closing (the "**Adjustment Time**") and shall be adjusted against the Purchase Price due at Closing. No post-closing re-prorations shall occur.

Notwithstanding the foregoing: (i) rents and any other amounts paid by the tenants under the Leases shall be prorated based upon collected rents and other amounts payable by the tenants under the Leases actually received as of the day before Closing; (ii) Purchaser shall have the exclusive right post-Closing to seek payment of rents and any other amounts payable by the tenants under the Leases which as of the time of Closing are past-due and shall use reasonable efforts to collect any such delinquent rents on Seller's behalf; and (iii) if Seller or Purchaser receives rents or any other amounts payable by the tenants under the Leases which are attributable to a period when the Property was owned by the other party, then it shall promptly forward such rents to the other party. Rents and any other amounts payable by the tenants under the Leases received by Purchaser following Closing shall first be applied to the payment of current rental obligations and other current amounts payable by the tenants under the Leases, with any excess being paid to Seller for past-due rents and other amounts payable under the Leases accruing prior to Closing. Purchaser acknowledges that it shall be responsible for the annual reconciliations of common area expenses, percentage rents, operating expenses and other amounts under the Leases, without responsibility for returning any overages to Seller and without the right of reimbursement from Seller for any shortfalls. The provisions of this paragraph shall survive the Closing.

7.3.1. Seller and Purchaser shall in good faith attempt to have all utility and other services for which the charges are based upon usage billed or read as of a time as close to the Adjustment Time as is reasonable. If a precise billing or reading as of the Adjustment Time is not

available at Closing with respect to any such contract, then the foregoing adjustment shall be made, by payment or credit at Closing, by pro-rating to the Adjustment Time from the latest billing or reading then available. At Closing, Purchaser shall pay Seller the amount of any Seller prepaid expenses related to the Property, if any. At Closing, Seller shall pay or credit Purchaser with any prepaid rent or revenue, all security deposits received under the Leases and the amounts of any reserves related to the operating expenses and common area maintenance charges applicable to the Property. No post-closing re-prorations shall occur.

7.3.2. Seller shall close out any accounts with utility companies and shall have the right to receive any and all deposits held on behalf of Seller by utility companies with respect to the Property.

7.3.3. Each Party shall pay their own attorneys' and accountants' fees in connection herewith.

7.4. Taxes. Current city, county and/or state ad valorem real property taxes affecting the Real Property shall be prorated between Purchaser and Seller as of the Closing Date. Seller shall be responsible for payment of any special assessments that have become a lien on the Property prior to Closing unless objected to in accordance with Section 3.5.3, except that any special assessments payable in installments and not objected to shall be paid as follows: special assessment installments due on or before Closing shall be paid by Seller and installments due after the Date of Closing shall be paid by Purchaser. No post-closing re-prorations shall occur.

7.5. In General. Any other costs or charges of closing the Transaction not specifically mentioned in this Agreement shall be paid and adjusted in accordance with local custom or ordinance in the jurisdiction in which the Property is located.

7.6. Purpose and Intent. Except as expressly provided herein, the purpose and intent as to the provisions of prorations and apportionments set forth in this Section 7 and elsewhere in this Agreement is that Seller shall bear all expenses of ownership and operation of the Property during its period of ownership and shall receive all income therefrom accruing through midnight of the day preceding the Closing and Purchaser shall bear all such expenses and receive all such income accruing thereafter.

## 8. CLOSING AND ESCROW.

8.1. Seller's Deliveries. Seller shall deliver at the Closing the following original documents, each executed and, if required, acknowledged:

8.1.1. A statutory special warranty deed from each Seller, each in the form attached hereto as Schedule 8.1.1 (the "**Deeds**"), conveying title to Purchaser of the Real Property, subject only to the Permitted Exceptions.

8.1.2. An assignment of the Leases from each Seller by way of an assignment and assumption agreement in the form attached hereto as Schedule 8.1.2 (the "**Assignment and Assumption Agreement - Leases**"), conveying to Purchaser Seller's right, title and interest in and to the Leases.

8.1.3. An assignment of the Permits, Entitlements, and General Intangibles from each Seller by way of an assignment and assumption agreement in the form attached hereto as Schedule 8.1.3 (the “**Assignment and Assumption Agreement – Intangible Property**”), conveying to Purchaser Seller’s right, title and interest in and to the Permits, Entitlements, and General Intangibles.

8.1.4. The Parking Lot Sublease Assignment, if required.

8.1.5. Originals (to the extent in Seller’s possession) of all warranties then in effect, if any, with respect to the Property or to the Improvements or any repairs or renovations to such Improvements, and an assignment of all such warranties and guarantees being conveyed hereunder, conveying to Purchaser Seller’s rights, title and interests in and to the warranties attributable to the Property.

8.1.6. An affidavit pursuant to the Foreign Investment and Real Property Tax Act.

8.1.7. Appropriate evidence of authority, capacity and status of Seller as reasonably required by Title Company.

8.1.8. An “Owner’s affidavit”, in form reasonably acceptable to the Title Company and sufficient for the Title Company to satisfy all requirements to issue the Title Policy (including such endorsements to the Title Policy as may be requested by Purchaser) and to delete the standard exceptions from the Title Policy, including any exceptions for (a) mechanics’ or materialmen’s liens arising from work at the Property, (b) parties in possession, other than tenants as tenants only under the Leases, and, (c) matters not shown in the public records.

8.1.9. A settlement statement (the “**Settlement Statement**”), prepared by the Title Company.

8.1.10. A bill of sale in the form attached hereto as Schedule 8.1.10 (the “**Bill of Sale**”) transferring to Purchaser all of Seller’s right, title and interest in the Personal Property.

8.1.11. Notice to the Existing Tenants under the Existing Leases advising such Existing Tenants of new ownership and directing tenants as to any change in address for the payment of rents in the form attached hereto as Schedule 8.1.11 (each a “**Tenant Notice Letter**”), provided that if any Existing Lease has expired or been terminated prior to Closing, neither an Assignment and Assumption Agreement – Lease, nor a Tenant Notice Letter will be required with respect to such Existing Lease.

8.1.12. a certificate of taxes paid pursuant to ORS 311.411.

8.1.13. Such other documents, certificates and other instruments as may be reasonably required to consummate the Transaction.

8.1.14. All keys, access cards, security codes, and other such access or security instruments related to the Property.

8.1.15. Evidence of termination of the Service Contracts, except those assigned to and assumed by Purchaser.

8.2. Purchaser's Deliveries. At the Closing, Purchaser shall (a) pay Seller the Purchase Price as required by, and in the manner described in, Section 2 hereof, and (b) execute and deliver the following documents:

8.2.1. The Assignment and Assumption Agreement – Lease, if required.

8.2.2. The Assignment and Assumption Agreement – Intangible Property.

8.2.3. The Parking Lot Sublease Assignment, if any.

8.2.4. The Deeds.

8.2.5. Evidence of Purchaser's authority, and the authority of the person executing any documents at Closing on behalf of Purchaser, acceptable to Seller and the Title Company, to enter into the Transaction.

8.2.6. The Settlement Statement.

8.2.7. Such other documents, certificates and other instruments as may be reasonably required to consummate the Transaction.

8.3. Possession. Purchaser shall be entitled to possession of the Property at the conclusion of the Closing, subject to the rights of the Existing Tenants pursuant to the Existing Leases.

8.4. Escrow Closing. Purchaser and Seller (or their respective counsel on behalf of Purchaser and Seller) shall execute letters of escrow closing instructions (the "**Closing Instructions**") which will provide that, on the Date of Closing: (a) Seller and Purchaser shall each deposit with the Title Company all of the documents and instruments described in Sections 8.1 and 8.2, above (the "**Closing Documents**"); and (b) Purchaser shall deposit with the Title Company the balance of the Purchase Price required to be paid after application of the Deposit thereto and all prorations, adjustments and credits required to be made under this Agreement, (the "**Adjusted Purchase Price**"), all of which shall be set forth on, and mutually agreeable pursuant to, the Settlement Statement executed by both Purchaser and Seller at Closing. Upon receipt of the Adjusted Purchase Price, and the satisfaction of all other conditions set forth in the Closing Instructions, the Title Company shall be authorized and directed to disburse the Adjusted Purchase Price to Seller or its designee(s), record the Deeds in the Multnomah County, Oregon public records and release the remaining Closing Documents to the appropriate parties, all in strict accordance with the Closing Instructions.

## 9. **DAMAGE, DESTRUCTION AND CONDEMNATION.**

9.1. Casualty. Except as provided herein, Seller assumes all risk of loss or damage to the Property by fire or other casualty until the Property is conveyed to Purchaser. If at any time on or prior to the Date of Closing any portion of the Property is destroyed or damaged as a result

of fire or any other cause whatsoever, Seller shall promptly give written notice thereof to Purchaser. If the estimated cost to repair the damage or destruction exceeds ten percent (10%) of the Purchase Price as reasonably estimated by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days following the date upon which Purchaser receives Seller's written notice of the destruction or damage, whereupon the Title Company shall release the Deposit to Purchaser, Purchaser shall promptly return all copies of all Property Documents to Seller, and thereupon neither party will have any further obligation or liability to the other party hereunder, except as otherwise expressly provided herein. If Purchaser does not elect to so terminate this Agreement within said ten (10) day period, or if the cost of repair is equal to or less than ten percent (10%) of the Purchase Price, this Agreement shall remain in full force and effect and the parties shall proceed to Closing without any reduction or adjustment in the Purchase Price, except that all net insurance proceeds, if any, will be assigned to Purchaser.

9.2. Condemnation. In the event, at any time on or prior to the Date of Closing, any action or proceeding is filed, under which the Property, or any portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, Seller shall promptly give written notice thereof to Purchaser (which notice shall describe the type of action being taken against the Property, and which portions of the Property will be affected thereby). If the taking would substantially prevent Purchaser from continuing the existing use of the Property, then Purchaser shall have the right to terminate this Agreement by written notice to Seller given within ten (10) days following the date upon which Purchaser receives Seller's written notice of such action or proceeding, whereupon the Title Company shall release the Deposit to Purchaser, Purchaser shall promptly return all copies of all Property Documents to Seller, and thereupon neither party will have any further obligation or liability to the other party hereunder, except as otherwise expressly provided herein. If Purchaser does not elect to so terminate this Agreement within said ten (10) day period, this Agreement shall remain in full force and effect and the parties shall proceed to Closing without any reduction or adjustment in the Purchase Price (unless expressly agreed to by Seller in its sole discretion), except that all condemnation proceeds will be assigned to Purchaser.

## 10. **DEFAULT AND REMEDIES.**

10.1. Purchaser Default. If Purchaser is in default of one or more of Purchaser's material obligations under this Agreement other than a failure to timely close (for which there shall be no notice and cure period), then Seller may give notice to Purchaser (with a copy to Title Company) specifying the nature of the default. Purchaser shall have ten (10) business days after receiving that notice, but in no event beyond the Closing Date, within which to cure that default. If Purchaser fails to cure that default within that period or fails to timely close, then Seller's sole remedy for such default or failure to close shall be to terminate this Agreement by giving notice of such termination to Purchaser (with a copy to the Title Company) and receive the Deposit as liquidated damages. If Seller does so terminate this Agreement, then the Deposit will be retained by Seller, whereupon neither party shall have any further rights, duties or obligations hereunder, except as otherwise provided herein. Purchaser agrees that the retention of the Deposit by Seller represents a reasonable estimation as of the Effective Date of Seller's damages in the event of Purchaser's default hereunder, that actual damages would be impracticable or extremely difficult to ascertain, and that the provision for liquidated damages hereunder does not constitute a penalty. The parties acknowledge that these damages have been specifically negotiated between themselves and are,

among other things, to compensate Seller for taking the Property off the market, for Seller's costs and expenses associated with this Agreement and for Seller's lost opportunity costs. Purchaser hereby waives the rights and benefits of any law, rule, regulation, or order now or hereafter existing that would allow Purchaser to claim a refund of the Deposit as unearned earnest money, a penalty, or for any other reason. If, notwithstanding the provisions herein, a court determines that Seller is not entitled to retain the Deposit as a result of Purchaser's default hereunder, the Deposit shall be returned to Purchaser and Seller shall be entitled to seek any and all damages provided by law; provided, however, that any recovery thereof may not exceed the amount of the Deposit.

10.1.1. SELLER AND PURCHASER AGREE THAT PAYMENT OF THE DEPOSIT TO SELLER UNDER THIS SECTION 10 SHALL BE AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.

10.2. Seller Default. In the event Seller shall: (a) fail to sell, transfer and assign the Property to Purchaser in violation of the terms of this Agreement, or (b) fail to perform any other material obligation of Seller hereunder (which failure is not cured within ten (10) business days of receiving notice from Purchaser (except no notice shall be required for failure to close), or (c) breach any material warranty made or granted by Seller under this Agreement, which breach is not cured by the Closing Date or waived by Purchaser in writing, or (d) have misrepresented any material fact, or any of the representations of Seller contained herein are not true, accurate or complete in any material respect, and Purchaser becomes aware of such untrue, inaccurate, or incomplete representation prior to Closing, then Purchaser shall, elect as its sole and exclusive remedy, (i) to declare in writing this Agreement to be null and void and demand and receive the return of the Deposit plus all costs and expenses incurred in connection with this Agreement, not to exceed \$150,000 whereupon neither party shall have any further rights, duties or obligations hereunder except as otherwise provided herein, (ii) to sue for specific performance, provided any such action is initiated within ninety (90) days of such default, or (iii) to bring an action recover actual damages if a court determines that specific performance is not an available remedy (e.g. a third-party has a superior right to acquire the Property) and such unavailability is not due to Purchaser's actions. Purchaser specifically waives any and all right to consequential or punitive damages.

10.2.1. If Purchaser does not give Seller written notice of Seller's default or written notice of termination prior to Closing, then (i) the default shall be treated as waived by Purchaser and (ii) at Closing, Purchaser shall accept the Property subject to the default without any reduction in the Purchase Price and without any Claims against Seller on account of the default.

10.3. Termination. Upon any termination of this Agreement pursuant to any right of a party to terminate set forth in this Agreement, (a) the Note shall be returned to Purchaser or the Deposit shall be paid over to the party entitled to the same, as applicable, (b) all documents deposited by Purchaser and Seller into escrow shall be returned by the Title Company to the party depositing the same, and (c) all copies of all Property Documents provided to Purchaser by Seller shall be returned to Seller, whereupon the parties will have no continuing liability to each other unless otherwise expressly stated in any provision of this Agreement.

10.4. Attorneys' Fees; Advice of Counsel. Notwithstanding anything to the contrary in this Agreement, in the event that either Seller or Purchaser, as the case may be, shall bring any

suit, arbitration, action or appeal against the other party for breach of such party's obligations under this Agreement, the losing party shall pay the prevailing party's costs and expenses incurred in connection with such litigation, including without limitation reasonable attorneys' fees. The "prevailing party" shall be determined by the court hearing such matter. Each party acknowledges that it has consulted with and been represented by independent counsel, or declined to do so after having been advised to obtain independent counsel.

11. **NOTICES.** Any notice required or permitted to be given hereunder may be served by a party or its attorney and must be in writing and shall be deemed to be given when (a) hand delivered, or (b) one (1) business day after pickup by reputable overnight courier, or (c) transmitted by email, in any case addressed to the parties at their respective addresses set forth below:

If to Seller: Karuna Properties II, LLC  
Karuna Properties II West, LLC  
3514 N. Vancouver Avenue, Suite 320  
Portland, Oregon 97227  
Attn: Tim McCarron  
Email: tmccarron@pingreenorthwest.com

With a copy to: Schwabe, Williamson & Wyatt, P.C.  
1211 SW Fifth Avenue, Suite 1900  
Portland, Oregon 97204  
Attn: Greg Fullem, Steve Mach and Brendan Crowley  
Email: gfullem@schwabe.com,  
smach@schwabe.com and bcrowley@schwabe.com

If to Purchaser: School District No. 1J, Multnomah County, Oregon,  
operating as Portland Public Schools  
501 N. Dixon St  
Portland, OR 97227  
Attn: Liz Large  
Email: llarge@pps.net

With a copy to: Miller Nash LLP  
1140 SW Washington St, Ste 700  
Portland, Oregon 97205  
Attn: Jonathon Goodling and Nathaniel Levy  
Email: Jonathon.Goodling@millernash.com  
and Nathaniel.Levy@MillerNash.com

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this Section 11 to the other party. Telephone numbers and e-mail addresses are for informational purposes only. Effective notice will be deemed given only as provided above, except as otherwise expressly provided in this Agreement.

## 12. MISCELLANEOUS.

12.1. Entire Agreement. This Agreement, together with the Exhibits and Schedules attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

12.2. Severability. If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law but only so long as the economic and legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid or unenforceable, the Parties 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 be consummated as originally contemplated to the fullest extent possible.

12.3. Applicable Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Oregon, without reference to such state's choice of law principles.

12.4. Assignability. Purchaser may not directly or indirectly assign or transfer any of Purchaser's rights, obligations and interests under this Agreement to any person or entity without the prior written consent or approval of Seller, which consent or approval must be requested in writing and received by Seller not less than five (5) business days prior to the Closing Date and which consent may be given in Seller's sole and absolute discretion, provided, however, that Seller hereby consents to Purchaser's assignment of Purchaser's rights, obligations and interests under this Agreement to an entity formed by Purchaser for purposes of taking title to the Property, which is controlled, directly or indirectly, by Purchaser or one or more of its principals, so long as notice of said assignment is provided not less than three (3) business days prior to the Closing Date. Upon any such assignment or other transfer, Purchaser and such assignee or transferee shall be jointly and severally liable for the obligations of Purchaser under this Agreement, which liability shall survive the assignment or transfer and the Closing.

12.5. Successors Bound. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.

12.6. Captions; Interpretation. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement. It is acknowledged and presumed that the substance and form of this Agreement have been fully reviewed and negotiated by the parties hereto and approved as to form by them (and it they choose

to retain counsel, then by their respective counsel). It is further acknowledged and agreed that no presumption shall exist against either party hereto by virtue of this Agreement being considered to have been drafted by counsel for either party hereto.

12.7. No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest or permitted assigns.

12.8. Time of Essence. Time is of the essence with respect to the performance of the obligations of Seller and Purchaser under this Agreement.

12.9. Counterparts. Delivery of an executed counterpart of this Agreement by email (including copies executed by .PDF or DocuSign) shall be equally as effective as delivery of a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart (in addition to a counterpart delivered by email) shall not affect the validity, enforceability or binding effect of this Agreement. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

12.10. Recordation. Purchaser and Seller agree not to record this Agreement or any memorandum hereof.

12.11. Proper Execution. This Agreement shall have no binding force and effect on either party unless and until both Purchaser and Seller shall have executed and delivered this Agreement.

12.12. Waiver. No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

12.13. Business Days. For purposes hereof, a “business day” is any day of the week, except for a Saturday, Sunday or Legal Holiday (hereinafter defined). In addition, if any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should fall on a Saturday, Sunday or Legal Holiday (hereinafter defined), the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or Legal Holiday. As used herein, the term “**Legal Holiday**” shall mean any local or federal holiday on which post offices are closed in the State of Oregon.

12.14. Limitation of Liability. No present or future partner, director, officer, member, shareholder, employee, advisor, affiliate, servicer or agent of or in Seller, Purchaser or any affiliate of any of the foregoing will have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The limitations of liability contained in this paragraph will survive the termination of this Agreement or the Closing, as applicable, and are in addition to, and not in limitation of, any limitation on liability applicable to either party provided elsewhere in this Agreement or by law or by any other contract, agreement or instrument. In no

event will Seller or Purchaser be liable for any consequential, exemplary or punitive damages under any circumstances in connection with this Agreement or the Transaction.

12.15. Waiver of Jury Trial. Each party waives the right to trial by jury in connection with any dispute, claim or action arising from or in connection with this Agreement.

12.16. Statutory Land Use Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

### **13. CHARITABLE CONTRIBUTION.**

Seller believes the fair market value of the Property exceeds the Purchase Price and Seller desires to make a charitable contribution to the Purchaser of any value in excess of the Purchase Price. Seller shall obtain a qualified appraisal to determine the actual amount no later than sixty (60) days following Closing. Seller's charitable contribution for public purposes and the terms of this Section 13 shall survive Closing and the recording of the Deeds. Seller acknowledges that Purchaser makes no representations as to the fair market value of the Property or the tax deductibility or other tax benefit resulting from any charitable contribution claimed by Seller pursuant to this Section 13. Seller has obtained and relies upon independent financial and legal advice as to the tax consequences of the Transaction. In connection with such charitable contribution for public purposes, Purchaser agrees, at no cost or expense to Purchaser, to take such actions and execute such documents as may be reasonably required to allow Seller to obtain an income tax deduction for such charitable contribution, including, execution of an Internal Revenue Service Form 8283 acknowledging the Transaction. Following Closing, Purchaser will reasonably cooperate and provide access to the Property for purposes of Seller completing the appraisal required for Seller to secure anticipated tax benefits of its charitable contribution. The foregoing notwithstanding, in connection with any such charitable contribution, (i) Purchaser shall not assume any responsibility for any tax consequences to Seller arising out of any such charitable

contribution effected pursuant to this Section 13, (ii) Seller shall reimburse Purchaser for all additional costs and expenses (including reasonable attorneys' fees) incurred by such other party in connection with any such charitable contribution; and (iii) Seller shall indemnify and hold Purchaser harmless from and against any and all loss, cost, damage, expense or other liability (including reasonable attorneys' fees) that Purchaser may incur or suffer in the performance of its obligations under this Section 13.

**[Signature pages follow]**

Purchaser and Seller have executed this Agreement effective as of the Effective Date.

**SELLER:**

KARUNA PROPERTIES II, LLC,  
an Oregon limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KARUNA PROPERTIES II WEST, LLC,  
an Oregon limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER:**

SCHOOL DISTRICT NO. 1J, MULTNOMAH  
COUNTY, OREGON, OPERATING AS  
PORTLAND PUBLIC SCHOOLS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGEMENT BY TITLE COMPANY

The undersigned Title Company executes this Agreement solely to evidence its agreement to serve as Title Company and escrow agent pursuant to the terms of the foregoing Agreement.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

**INDEX OF SCHEDULES**

Schedule 1.1.1(a) ..... Karuna East Land Legal Description

Schedule 1.1.1(b) ..... Karuna West Land Legal Description

Schedule 3.3 ..... Property Documents

Schedule 4.6 ..... Existing Leases

Schedule 6.1.4 ..... Form Tenant Estoppel Certificate

Schedule 8.1.1 ..... Form of Statutory Special Warranty Deed

Schedule 8.1.2 ..... Form of Assignment and Assumption Agreement – Leases

Schedule 8.1.3 ..... Form of Assignment and Assumption Agreement – Intangible Property

Schedule 8.1.10 ..... Form of Bill of Sale

Schedule 8.1.11 ..... Form of Tenant Notice Letter

**SCHEDULE 1.1.1(a)**

**Karuna East Land Legal Description**

Lots 6, 7, and 8, Block 30, Albina Homestead, in the City of Portland, County of Multnomah and State of Oregon.

**SCHEDULE 1.1.1(b)**

**Karuna West Land Legal Description**

Lots 9 and 10, Block 30, Albina Homestead, in the City of Portland, County of Multnomah and State of Oregon.

### **SCHEDULE 3.3**

#### **Property Documents**

Copies of the following will be delivered to Purchaser to the extent that they are in Seller's or its management company's possession, custody, or control.

1. Title policy, if any.
2. Most recent survey in Seller's possession, if any.
3. Appraisals, construction drawings or engineering reports, if any.
4. Environmental Site Assessments, geological reports performed, or other additional environmental surveys including lead-based paint and asbestos on the Real Property, if any.
5. The Existing Leases (together with any amendments/agreements) and any guaranties of lease described in Schedule 4.6 hereof.
6. Actual monthly income and operating cost statements for the Property for the last three (3) years (but neither Seller nor Seller's management company shall be required to create any such breakdown/budgets to the extent not already in existence).
7. Real property tax statements for the last two (2) years.
8. Reciprocal easement agreements, if any.
9. All documents related to the formation, governance, and operation of Eco Commons.
10. Any other material information pertaining to the ownership of the Property.
11. Certificates of occupancy; government permits, land use approvals or conditions, or zoning restrictions affecting the Property.
12. List of tangible Personal Property included in sale.
13. Guarantees and warranties on roofs, major repairs, etc.
14. Capital expenditure records for the past five years.
15. Statement of structural alterations made to the premises.
16. Last two (2) years fire alarm testing reports, sprinkler testing reports, elevator inspection reports, and any other inspection reports prepared for the Property.

17. Maintenance records for the Property for the last two (2) years.
18. Service Contracts,

## **SCHEDULE 4.6**

### **Existing Leases**

#### **A. Karuna East Leases**

1. East Karuna Building Lease dated as of August 12, 2015 by and between Karuna Properties II, LLC, as landlord, and Northwest Urgent Care Phase II, LLC, as tenant, as amended by a First Amendment to Lease dated as of June 19, 2020
2. East Karuna Building Lease dated as of February 18, 2014 by and between Karuna Properties II, LLC, as landlord, and Instrument Marketing, Inc., as tenant, as amended by a First Lease Amendment dated as of May, 2018
3. Restaurant Lease Agreement dated as of December 27, 2019 by and between Karuna Properties II, LLC, as landlord, and Vaux Market LLC, as tenant, as amended by a First Amendment to Lease dated as of December 27, 2024

#### **B. Karuna West Leases**

1. Lease Agreement dated as of March 1, 2023 by and between Karuna Properties II West, LLC, as landlord, and Resource Innovations, Inc., as tenant
2. Lease Agreement dated as of May 3, 2023 by and between Karuna Properties II West, LLC, as landlord, and 1803 Fund, as tenant, as amended by First Amendment to Lease dated as of June 28, 2023
3. Lease Agreement dated as of February 1, 2023 by and between Karuna Properties II West, LLC, as landlord, and YBA Architects PC, as tenant
4. Office Lease Agreement dated as of June 30, 2016 by and between Karuna Properties II West, LLC, as landlord, and Karuna Consortium LLC, as tenant
5. Lease Agreement dated as of July 1, 2023 by and between Karuna Properties II West, LLC, as landlord, and Borders, Perrin & Norrandner, Inc., as tenant
6. Lease Agreement dated as of January 16, 2024 by and between Karuna Properties II West, LLC, as landlord, and Karuna Consortium LLC, as tenant

**SCHEDULE 6.1.4**

**Tenant Estoppel Certificate**

TO: School District No. 1J, Multnomah County, Oregon,  
operating as Portland Public Schools (“Purchaser”)

\_\_\_\_\_  
\_\_\_\_\_

and

Karuna Properties II [West], LLC (“Seller” or Landlord”)

\_\_\_\_\_  
\_\_\_\_\_

RE: Lease of space at [25 N Fremont St.][ 3506 - 3514 N Vancouver Ave.], Portland,  
Oregon (the “Property”)

Ladies and Gentlemen:

Please refer to the documents (collectively, the “Lease”) attached hereto as Exhibit A, pursuant to which the undersigned tenant (“Tenant”) leases space on the Property (the “Premises”) from Karuna Properties II [West], LLC, an Oregon limited liability company (“Landlord”)[, with Tenant’s obligations under the Lease guaranteed by its parent company, the undersigned guarantor (“Guarantor”). Tenant [and Guarantor] understand that the purchaser identified by Landlord (“Purchaser”) may be purchasing the Property wherein Tenant leases the Premises pursuant to the Lease and that Landlord, Purchaser, and each of their respective successors and assigns are relying upon this Tenant Estoppel Certificate (this “Certificate”) in connection with such transaction.

With such understanding, Tenant [and Guarantor] hereby represent, warrant and agree, on behalf of themselves and their respective successors and assigns, for the benefit of Landlord, any Purchaser, and their respective successors and assigns, as follows:

1. The Lease is in full force and effect. A true, correct and complete copy of the Lease is attached hereto as Exhibit A. The Lease represents the entire agreement between the parties as to the Premises, and there are no side agreements, modifications, amendments, or supplements with respect thereto, except as set forth in Exhibit A.
2. Tenant [and Guarantor] assert no claim of default on the part of Landlord or offset or defense against the payment of rent or other charges payable by Tenant [or Guarantor], and assert no claims against the Landlord under the Lease in regard to the Premises and no basis exists for any such offset, defense or claim. To the best of Tenant’s [and Guarantor’s] knowledge and belief, there is no default by Landlord under the Lease and no event has

occurred that, with the passage of time or the giving of notice, or both, would constitute a default by Landlord under the Lease.

3. The monthly base rent under the Lease is \$ \_\_\_\_\_. All monthly base rent has been paid to the end of the current calendar month, and no rent under the Lease has been paid more than one month in advance, except as follows: NONE.
4. The Premises comprise approximately \_\_\_\_\_ square feet of space.
5. The Lease term commenced on \_\_\_\_\_ and terminates on \_\_\_\_\_; the rent commencement date was \_\_\_\_\_, and there are no options, rights of first refusal, or rights to extend, renew or terminate the term of the Lease, except for: \_\_\_\_\_.
6. Tenant is not in default under the Lease nor has any event occurred that, with the passage of time or the giving of notice, or both, would constitute a default or breach by Tenant. Tenant is current in the payment of any and all real property tax reimbursements, insurance reimbursements, utilities, operating expenses and other charges required to be paid by Tenant under the Lease. Tenant's share of operating expenses, real property taxes and insurance premiums under the Lease equals \_\_\_\_\_%.
7. There are no actions, voluntary or involuntary, pending against Tenant [or Guarantor] under the bankruptcy laws of the United States or any state thereof.
8. Landlord has completed all construction and improvements required under the terms of the Lease to be completed by Landlord, and the space and improvements required to be furnished according to the Lease have been duly delivered by Landlord and accepted by Tenant, and all required contributions, if any, by Landlord to Tenant on account of leasehold improvements in the Premises have been paid by Landlord.
9. Tenant has not assigned, transferred, or hypothecated the Lease or any interest therein or subleased all or any portion of the Premises, and has no notice of any prior assignment, hypothecation or pledge of the Lease or the rents due thereunder by Landlord.
10. Tenant has no knowledge of the presence, or any processing, use, storage, disposal, release or treatment, of any hazardous or toxic materials or substances at, on or beneath the Premises, which may violate any applicable law, rule or regulation of any governmental authority.
11. Tenant previously deposited with Landlord a security deposit in the amount of \$ \_\_\_\_\_ and, to Tenant's knowledge, no portion thereof has been previously applied by Landlord pursuant to the Lease.
12. Except as expressly set forth in the Lease, the Lease contains no (i) option or preferential right to expand or relocate the Premises or lease other space within the Property, (ii) option

to terminate the Lease, or (iii) option or preferential right to purchase all or any portion of the Property.

- 13. Tenant [and Guarantor] recognize and acknowledge that they are making these representations to Landlord and any Purchaser with the intent that Landlord, any Purchaser, and their respective successors and assigns may rely hereon.
- 15. If any lender or its designee succeeds to Landlord's or Purchaser's interest in the Property, or if a sale by power of sale or foreclosure occurs, Tenant shall attorn to such lender, its designee or a purchaser at such sale as its Landlord.
- 16. The individuals executing this Certificate on behalf of Tenant [and Guarantor] hereby represent and warrant that he or she is duly authorized to so execute this Certificate on behalf of Tenant [and Guarantor], as applicable.

Very truly yours,

**NAME OF TENANT:**

\_\_\_\_\_,  
a(n) \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**[NAME OF GUARANTOR:**

\_\_\_\_\_,  
a(n) \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_]

**Exhibit A to Tenant Estoppel Certificate**  
**Lease**

**SCHEDULE 8.1.1**

**[Form of Statutory Special Warranty Deed]**

AFTER RECORDING RETURN TO:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATUTORY SPECIAL WARRANTY DEED**

Karuna Properties II [West], LLC, an Oregon limited liability company (“Grantor”), conveys and specially warrants to School District No. 1J, Multnomah County, Oregon, operating as Portland Public Schools (“Grantee”), the following described real property free of encumbrances, except as specifically set forth herein:

The real property described in Exhibit “A” attached hereto (the “Property”).

This conveyance is made by Grantor and accepted by Grantee subject to those liens, encumbrances and other exceptions to title set forth in Exhibit “B” attached hereto.

The true consideration for this conveyance is \$\_\_\_\_\_.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007,

SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated \_\_\_\_\_, 2025.

KARUNA PROPERTIES II [WEST], LLC  
an Oregon limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OREGON  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of Karuna Properties II [West], LLC, an Oregon limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

The foregoing conveyance is hereby accepted.

SCHOOL DISTRICT NO. 1J,  
MULTNOMAH COUNTY, OREGON,  
OPERATING AS PORTLAND  
PUBLIC SCHOOLS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title : \_\_\_\_\_

**SCHEDULE 8.1.2**

**Form of Assignment and Assumption Agreement**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**(Leases)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is dated \_\_\_\_\_, 2025, by and between Karuna Properties II [West], LLC, an Oregon limited liability company (“**Assignor**”), and School District No. 1J, Multnomah County, Oregon, operating as Portland Public Schools (“**Assignee**”).

**WHEREAS**, Assignor and Assignee entered into that certain Purchase and Sale Agreement dated as of \_\_\_\_\_, 2025 (the “**Purchase and Sale Agreement**”) for the sale and purchase of certain “Property,” consisting of “Real Property,” “Personal Property,” “Permits,” “Entitlements” and “General Intangibles,” as said terms are defined in the Purchase and Sale Agreement;

**WHEREAS**, Assignor desires to assign unto Assignee all of Assignor’s right, title and interest in and to the Leases as hereinafter provided; and

**WHEREAS**, Assignee desires to assume the duties and obligations of Assignor with respect to the Leases as hereinafter provided.

**NOW, THEREFORE**, in accordance with the Purchase and Sale Agreement and in consideration of the sum of Ten Dollars (\$10.00), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby covenant and agree as follows and take the following actions:

1. Assignor does hereby assign unto Assignee all of the Assignor’s right, title and interest in and to any and all leases, tenancies, licenses and other rights of occupancy or use of or for any portion of the Real Property (including all amendments, renewals and extensions thereof) and including all security deposits, prepaid rents, and all guaranties in connection with the same, more particularly described on the Rent Roll attached hereto as Exhibit “A” (collectively, the “**Leases**”).

2. Assignee hereby accepts the foregoing assignment of the Leases and hereby assumes all duties and obligations of Assignor for the period on and after the date of this Agreement, including with respect to any and all refundable deposits paid by tenants (and required interest on those deposits, if any) under the Leases as of the date hereof. Subject to the applicable terms of the Oregon Constitution and the limitations imposed in favor of Assignee by the Oregon Tort Claims Act. Assignee shall defend, indemnify and hold harmless Assignor from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys’ fees, whether suit is instituted or not) asserted against or incurred by Assignor in connection with (a) any acts or omissions on or after the date of this Agreement with respect to the Leases, and/or (b) the deposits and interest assumed by Assignee hereunder.

3. Assignor shall defend, indemnify and hold harmless Assignee from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys' fees, whether suit is instituted or not) asserted against or incurred by Assignee in connection with any acts or omissions before the date of this Agreement with respect to the Leases.

4. This Agreement shall be (a) binding upon, and inure to the benefit of, the parties to this Agreement and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the State of Oregon, without regard to the application of choice of law principles. In the event of any action or suit (including any appellate proceeding) by either party hereto against the other arising from or interpreting this Agreement, the prevailing party in such action or suit shall, in addition to such other relief as may be granted, be entitled to recover its costs of suit and actual attorney's fees, whether or not the same proceeds to final judgment.

5. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall together constitute one and the same instrument. Execution of this Agreement by the parties hereto may be evidenced by the transmission of electronic copies (including copies executed by .PDF or DocuSign), which shall have the same effect as an original.

[Signature Page Follows]

This Agreement has been signed and delivered by the parties as of the date first above written.

**ASSIGNOR:**

KARUNA PROPERTIES II [WEST], LLC,  
an Oregon limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

SCHOOL DISTRICT NO. 1J, MULTNOMAH  
COUNTY, OREGON, operating as Portland  
Public Schools

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**

**Rent Roll**

### SCHEDULE 8.1.3

#### Form of Assignment and Assumption Agreement

#### **ASSIGNMENT AND ASSUMPTION AGREEMENT** **(Intangible Property)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is dated \_\_\_\_\_, 2025, by and between Karuna Properties II [West], LLC, an Oregon limited liability company (“**Assignor**”), and School District No. 1J, Multnomah County, Oregon, operating as Portland Public Schools (“**Assignee**”).

**WHEREAS**, Assignor and Assignee entered into that certain Purchase and Sale Agreement dated as of \_\_\_\_\_, 2025 (the “**Purchase and Sale Agreement**”) for the sale and purchase of certain “Property,” consisting of “Real Property,” “Personal Property,” “Lease,” “Permits,” “Entitlements,” and “General Intangibles,” as said terms are defined in the Purchase and Sale Agreement;

**WHEREAS**, the Permits, Entitlements, and General Intangibles are referred to herein collectively as the “**Intangible Property**.”

**WHEREAS**, Assignor desires to quitclaim unto Assignee all of Assignor’s right, title and interest in and to the Intangible Property; and

**WHEREAS**, Assignee desires to assume the duties and obligations of Assignor with respect to the Intangible Property.

**NOW, THEREFORE**, in accordance with the Purchase and Sale Agreement and in consideration of the sum of Ten Dollars (\$10.00), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby covenant and agree as follows and take the following actions:

1. Assignor does hereby transfer and assign unto Assignee all of the Assignor’s right, title and interest in and to the following property to the extent the same is transferable by Assignor:

(a) any and all licenses, permits, authorizations, certificates of occupancy and other approvals that are in effect as of the date of this Agreement and necessary for the current use and operation of the Real Property (collectively, the “**Permits**”);

(b) any and all zoning and development rights, entitlements, utility service capacity reservations and/or allocations that are in effect as of the date of this Agreement and relate to or benefit the Real Property (collectively, the “**Entitlements**”) and

(c) any and all manufacturer or service warranties, surveys, studies and architectural or engineering plans and specifications that exist as of the date of this Agreement and relate to the Real Property or the Personal Property or any rights to any names, telephone numbers, facsimile numbers or website or other social media sites related to the Property (collectively, the “**General Intangibles**”).

2. THE INTANGIBLE PROPERTY IS BEING TRANSFERRED “AS IS”, “WHERE IS”, AND “WITH ALL FAULTS” AS OF THE DATE OF THIS AGREEMENT, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE INTANGIBLE PROPERTY OR ASSIGNOR’S TITLE THERETO. ASSIGNEE IS HEREBY THUS ACQUIRING THE INTANGIBLE PROPERTY BASED SOLELY UPON ASSIGNEE'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR'S AGENTS OR CONTRACTORS.

3. Assignee hereby accepts the foregoing assignment of the Intangible Property and hereby assumes all duties and obligations of Assignor with respect to the Intangible Property for the period on and after the date of this Agreement.

4. This Agreement shall be (a) binding upon, and inure to the benefit of, the parties to this Agreement and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the State of Oregon, without regard to the application of choice of law principles. In the event of any action or suit (including any appellate proceeding) by either party hereto against the other arising from or interpreting this Agreement, the prevailing party in such action or suit shall, in addition to such other relief as may be granted, be entitled to recover its costs of suit and actual attorney’s fees, whether or not the same proceeds to final judgment.

5. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall together constitute one and the same instrument. Execution of this Agreement by the parties hereto may be evidenced by the transmission of electronic copies (including copies executed by .PDF or DocuSign), which shall have the same effect as an original.

[Signature Page Follows]

This Agreement has been signed and delivered by the parties as of the date first above written.

**ASSIGNOR:**

KARUNA PROPERTIES II [WEST], LLC,  
an Oregon limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

SCHOOL DISTRICT NO. 1J, MULTNOMAH  
COUNTY, OREGON, operating as Portland  
Public Schools

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE 8.1.10**

**Form of Bill of Sale**

**BILL OF SALE**

KARUNA PROPERTIES II, LLC, AND KARUNA PROPERTIES II WEST, LLC, each an Oregon limited liability company (each individually and collectively, “**Seller**”), in accordance with the Purchase and Sale Agreement dated as of \_\_\_\_\_, 2025 (the “**Purchase and Sale Agreement**”), and in consideration of the sum of Ten Dollars (\$10.00) (the sufficiency and receipt of which are hereby acknowledged), do hereby collectively quitclaim unto SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON, OPERATING AS PORTLAND PUBLIC SCHOOLS (“**Purchaser**”), all of Seller’s right, title and interest in and to all of the furniture, furnishings, fixtures, equipment and other tangible personal property (collectively, “**Personal Property**”) that is now affixed to and/or located on the “Real Property” (as said term is defined in the Purchase and Sale Agreement), having a street address of 25 N Fremont St., Portland, Oregon 97227, and 3506 - 3514 N Vancouver Ave., Portland, Oregon 97227.

TO HAVE AND TO HOLD the Personal Property unto Purchaser and Purchaser’s heirs, legal representatives, successors and assigns forever. Seller represents and warrants to Purchaser that Seller has marketable title to the Personal Property, free and clear of all liens, security interests, and claims of third parties.

THE PERSONAL PROPERTY IS BEING TRANSFERRED “**AS IS**”, “**WHERE IS**”, AND “**WITH ALL FAULTS**” AS OF THE DATE OF THIS BILL OF SALE, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PERSONAL PROPERTY OR SELLER’S TITLE THERETO. PURCHASER IS HEREBY THUS ACQUIRING THE PERSONAL PROPERTY BASED SOLELY UPON PURCHASER’S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER’S AGENTS OR CONTRACTORS. SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PERSONAL PROPERTY.

[Signature Page Follows]

Seller has signed and delivered this Bill of Sale as of the \_\_\_\_\_ day of \_\_\_\_\_,  
2025.

**SELLER:**

KARUNA PROPERTIES II, LLC,  
an Oregon limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

KARUNA PROPERTIES II WEST, LLC,  
an Oregon limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 8.1.11**

**Form of Tenant Notice Letter**

**TENANT NOTICE LETTER**

\_\_\_\_\_, 202\_

VIA CERTIFIED MAIL,  
RETURN RECEIPT REQUESTED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Tenant:

We are pleased to advise you the certain [Lease] dated \_\_\_\_\_, as amended from time to time (the “Lease”), for the premises located at [25 N Fremont St.][3506 - 3514 N Vancouver Ave.], Portland, Oregon 97227, has been assigned by Karuna Properties II [West], LLC, an Oregon limited liability company (“Assignor”), to School District No. 1J, Multnomah County, Oregon, operating as Portland Public Schools (“Assignee”) effective as of \_\_\_\_\_, 2025. The Lease has been assigned, assumed, and accepted by Assignee and Assignee has agreed to assume all responsibility for any security deposit(s) currently held under the Lease.

All future correspondence relating to your tenancy, as well as rent checks and other charges, should be made payable to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Assignee looks forward to working with you in the operation of this property.

Very truly yours,

**ASSIGNOR:**

KARUNA PROPERTIES II [WEST],  
an Oregon limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Resolution No. 7167**

Failed

**RESOLUTION No. 7168**

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

**RECITAL**

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

**RESOLUTION**

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

**NEW CONTRACTS**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>	<b>Certified Business</b>
Miller Nash LLP	9/10/25 through 12/31/26	Legal Services LS 96887	New and ongoing legal services as needed. Direct Negotiation – Legal Services PPS-46-0525(13)	\$400,000	S. Toncray Fund 101 Dept. 5460	No
Idea Language Services, LLC	9/10/25 through 8/31/26 Option to renew for up to three additional one-year terms through 8/31/29	Personal Services PS 96859	District-wide translation services on an as-needed basis. Request for Proposals 2022-035	Original Term: \$60,000 Total through all renewals: \$240,000	C. Grose Funding Source Varies	No
Follett Content Solutions, LLC	9/11/25 through 6/30/28 Option to renew for up to one additional three-year term through 6/30/31	Materials Requirement MR 96949	Library materials for District-wide use. Request for Proposals 2025-022	\$2,500,000	K. Howard Funding Source Varies	No
Perma-Bound Books	9/11/25 through 6/30/28 Option to renew for up to one additional three-year term through 6/30/31	Materials Requirement MR 96950	Library materials for District-wide use. Request for Proposals 2025-022	\$1,000,000	K. Howard Funding Source Varies	No
Mackin Educational Resources	9/11/25 through 6/30/28 Option to renew for up to one additional three-year term through 6/30/31	Materials Requirement MR 96951	Library materials for District-wide use. Request for Proposals 2025-022	\$1,000,000	K. Howard Funding Source Varies	No
Musco Sports Lighting LLC	9/10/25	Purchase Order PO 260665	Procurement and installation of lighting for Grant Bowl Field Procured by Cooperative Agreement (KCDA)	\$511,548	J. Franco Fund 461 Dept. 5511 Project DP002	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

No New Cooperative Purchasing Agreements

## NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

Contractor	Contract Term	Contract Type	Description of Services	Contract Amount	Responsible Administrator, Funding Source
Gresham-Barlow School District	7/1/25 through 6/30/26	Intergovernmental Agreement IGA 96867	Columbia Regional Inclusive Services will partner to deliver regional services to eligible individuals with Autism Spectrum Disorder.	\$327,000	J. Buno Fund 205 Dept. 5433 Grant G2428
North Clackamas School District	7/1/25 through 6/30/26	Intergovernmental Agreement IGA 96937	Columbia Regional Inclusive Services will partner to deliver regional services to eligible individuals with Autism Spectrum Disorder.	\$528,000	J. Buno Fund 205 Dept. 5433 Grant G2428
West Linn-Wilsonville School District	7/1/25 through 6/30/25	Intergovernmental Agreement IGA 96953	Columbia Regional Inclusive Services will partner to deliver regional services to eligible individuals with Autism Spectrum Disorder.	\$200,000	J. Buno Fund 205 Dept. 5433 Grant G2428

## AMENDMENTS TO EXISTING CONTRACTS

Contractor	Amendment Term	Contract Type	Description of Services	Amendment Amount; New Contract Amount	Responsible Administrator, Funding Source	Certified Business
CobbleStone Software	10/1/25 through 9/30/26	Digital Resource DR 68640 Amendment 6	Contract Management Software This amendment extends the software license for one additional year. Procured by Cooperative Agreement (GSA)	\$52,200 \$388,872	M. Morrison Fund 101 Dept. 5552	No
QuaverEd, Inc.	9/10/25 through 8/27/27	Digital Resource DR 93809 Amendment 4	Quaver Music curriculum. This amendment extends the license for two years. Special Class Procurement – Copyrighted Materials & Creative Works PPS-47-0288(4)	\$216,000 \$582,000	K. Howard Fund 458 Dept. 5445 Project DC160	No
Sunburst Workforce Advisors, LLC	9/10/25 through 6/30/26	Personal Services PS 96694 Amendment 1	Provide itinerant staff as needed to cover last-minute vacancies and employee leaves. This amendment adds funding for three Behavior Technicians. Direct Negotiation – Interim or Temporary Staffing PPS-46-0525(11)	\$237,600 \$728,640	J. Buno Fund 101 Dept. 5414	No
Curriculum Associates, LLC	9/30/25 through 9/30/26	Digital Resource DR 95815 Amendment 1	i-Ready curriculum licenses for grades 6-8. This amendment provides a one year license renewal. Special Class Procurement – Copyrighted Materials & Creative Works PPS-47-0288(4)	\$88,100 \$181,180	K. Howard Fund 191 Dept. 5445 Project H0315	No

**RESOLUTION No. 7169**

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”)**

<b>Contractor</b>	<b>Contract Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Contract Amount</b>	<b>Responsible Admin, Funding Source</b>
Centennial School District 28JT	7/1/25 through 6/30/26	Intergovernmental Agreement / Revenue IGA/R 96877	Columbia Regional Inclusive Services will provide school age classroom services for Deaf/Hard of Hearing regionally eligible children.	\$163,125	J. Buno
Portland Public Schools	7/1/25 through 6/30/26	Intergovernmental Agreement / Revenue IGA/R 96882	Columbia Regional Inclusive Services will provide school age classroom services for Deaf/Hard of Hearing regionally eligible children.	\$1,159,170	J. Buno
State of Oregon	7/1/25 through 6/30/27	Intergovernmental Agreement / Revenue IGA/R 96922	Preschool Promise funding for 2025-2027	\$2,191,000	K. Howard

**AMENDMENTS TO EXISTING CONTRACTS**

<b>Contractor</b>	<b>Amendment Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Amendment Amount; New Contract Amount</b>	<b>Responsible Admin, Funding Source</b>
Multnomah County	2/1/25 through 6/30/26	Intergovernmental Agreement / Revenue IGA/R 92200 Amendment 4	Preschool for All funding. This amendment adds funds for FY25 and FY26.	\$3,486,144 \$9,107,793	K. Howard

**RESOLUTION No. 7170**

Adoption of the Minutes

The Following Minutes are offered for Adoption:

- August 05, 2025 - Regular Meeting
- August 19, 2025 - Special Meeting

## **RESOLUTION No. 7171**

### **Approval of Head Start Policy Council Recommendation RECITALS**

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. Portland Public Schools Early Learners Parent Policy Council recommends the approval of the revised Head Start Supplemental Nutrition Grant Application. The grant proposal will support expanding long-term access to fresh, healthy, and local food with seasonally fresh snacks; improving the safety and quality of food preparation through food safe storage; creating community gardens at 4 sites; establishing staff and family-centered nutrition education programs through community partnerships; developing programming to integrate physical activity into children's daily routines.

### **RESOLUTION**

The Board of Directors for Portland Public Schools, School District No. 1J, Multnomah County, Oregon, approves the Head Start Policy Council recommendations as stated above.

## **RESOLUTION No. 7172**

### Approval of Head Start Policy Council Recommendation

#### **RECITALS**

- A. Federal requirements call for the Governing Board of a Head Start program to approve recommendations for the program.
- B. The Board of Directors for Portland Public Schools serves as the Governing Board for the PPS Head Start Program.
- C. PPS Head Start is required to submit a Budget Workbook as part of its Department of Early Learning and Care (DELIC), Oregon Prenatal – Kindergarten (OPK) biennium grant application. This assists PPS Head Start claims to the DELIC grant management system.

#### **RESOLUTION**

The Board of Directors for Portland Public Schools, School District No. 1J, Multnomah County, Oregon, approves the Head Start Policy Council recommendations as stated above.

**RESOLUTION No. 7173**

Approving Board Member Conference Attendance as Representatives of the Board

**RECITALS**

Board Policy 1.40.070 requires Board approval for individual Board members to attend state or national meetings as representatives of the Board.

**RESOLUTION**

The Board affirms Director Patte Sullivan, Director Stephanie Engelsman, Director Christy Splitt, Director Rashelle Chase-Miller, Director Virginia LaForte, Vice-Chair Michelle DePass, and Chair Eddie Wang, to attend the Council of Urban Boards of Education Conference in Los Angeles, CA from September 11-13, 2025

**RESOLUTION No. 7174**

Resolution to Nominate Director Christy Splitt for the Oregon School  
Boards Association Legislative Policy Committee

**RECITALS**

Portland Public Schools is a member of the Oregon School Board Association.

**RESOLVED**

Portland Public Schools Board of Education nominates Director Christy Splitt for the Oregon School Boards Association Legislative Policy Committee Position 19.

**RESOLUTION No. 7175**

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

**RECITAL**

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

**RESOLUTION**

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

**AMENDMENTS TO EXISTING CONTRACTS**

<b>Contractor</b>	<b>Amendment Term</b>	<b>Contract Type</b>	<b>Description of Services</b>	<b>Amendment Amount; New Contract Amount</b>	<b>Responsible Administrator, Funding Source</b>	<b>Certified Business</b>
Procedeo, LLC	9/10/25 through 12/9/25	Related Services RS 96702 Amendment 1	Provide interim OSM leadership including supplemental staffing and resources as needed; continue to accelerate the timeline of the Jefferson HS Modernization project.  Cooperative contract made available through Equalis Group.	\$487,500 \$637,000	J. Franco Fund 459 Dept. 5511 Project DF122	No



## **RESOLUTION No. 7182**

### Resolution to Appoint Three Members to the 2025-2026 Climate Crisis Response Committee (CCRC)

#### **RECITALS**

- A. On March 1, 2022, the Portland Public Schools Board of Education adopted the Climate Crisis Response, Climate Justice and Sustainable Practices Policy–3.30.080-P .
- B. The Climate Crisis Response, Climate Justice and Sustainable Practices Policy requires the establishment of a committee to monitor effective implementation, transparency, and tracking of progress.
- C. The Charter for the Climate Crisis Response Committee indicates that members will initially be appointed to staggered terms of one and two years with all subsequent terms being two years. Each member may serve up to four years total on the Committee.
- D. The Charter for the Climate Crisis Response Committee indicates that two positions of the committee will be specifically for student members with terms of one year.
- E. Three committee members' terms ended and one committee member stepped down from serving, leaving four positions available for the adult CCRC member appointment, in addition to the annual recruitment of two student members.

#### **RESOLUTION**

- 1. The Board of Education appoints Alma Valls (student) and Leah Almeida (student) to the Climate Crisis Response Committee as student representatives. The term of these appointments is one year.
- 2. The Board of Education appoints Leah Werner, Shannon Adams, America Tirado, and Murtaza Balta to the Climate Crisis Response Committee as adult representatives. The term of this appointment is two years.

**RESOLUTION No. 7183**

Approving Board Member Conference Attendance as Representatives of the Board

**RECITALS**

Board Policy 1.40.070 requires Board approval for individual Board members to attend state or national meetings as representatives of the Board.

**RESOLUTION**

The Board affirms Vice Chair Michele DePass, attend the California Association of Black School Educators Conference in Carlsbad, CA, from October 16-18, 2025.

## **Resolution No. 7184**

### Authorizing Indemnification of PPS Employees Acting in Scope and Course of Employment

#### **Recitals**

- A. ORS 30.285 and Portland Public Schools Policy 5.50.020-P provide that the District will defend and indemnify its employees against any tort claim arising out of an alleged act or omission that occurred in the performance of their job duties.
- B. Except for limited circumstances, that obligation extends to only tort claims.
- C. The Board recognizes the need to encourage employees to effectively and efficiently perform their duties and to protect employees in the performance of their duties, including claims that may arise from signing grants, contracts, or other documents approved by the Board.
- D. PPS employees regularly make certifications to the federal government on behalf of the District in the performance of their job duties that may subject them to investigation or claims brought by the federal government or individuals acting on behalf of the federal government.

#### **Resolution**

- 1. The PPS Board of Education Policy Committee will engage in a review of Policy 5.50.020-P to assess reasonable defense and indemnification protections may be afforded PPS employees beyond tort claims.
- 2. Until that review is complete, the District agrees to provide legal counsel to employees who are a defendant or threatened with being made a defendant to any threatened, pending or contemplated civil, administrative or investigative action, suit or proceeding based on an alleged violation of federal law ("Proceeding") by reason of the fact that the person was an employee of the District and performed duties within the scope and course of their employment. The District will also indemnify such employees against all expenses, fines, and damages incurred in such Proceeding provided that the District does not determine, in the District's discretion, that an employee did not act in good faith within the scope of their authority, role, and duties or that the employee did not reasonably believe their actions were lawful, reasonable, and in the best interest of the District.
- 3. Any employee claiming indemnification must immediately notify the District's Chief Legal Officer of any Proceeding. The Chief Legal Officer, in turn, will notify the Board of any claim for defense and indemnification under this Resolution.



# The Fund for PPS Annual Report to PPS Board of Education for the 2024-25 School Year

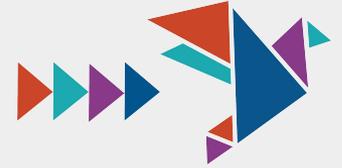
**BOE Work Session  
September 30, 2025**

**Jackie Wirz, Ph.D, Chair  
Jon Isaacs, Vice Chair**





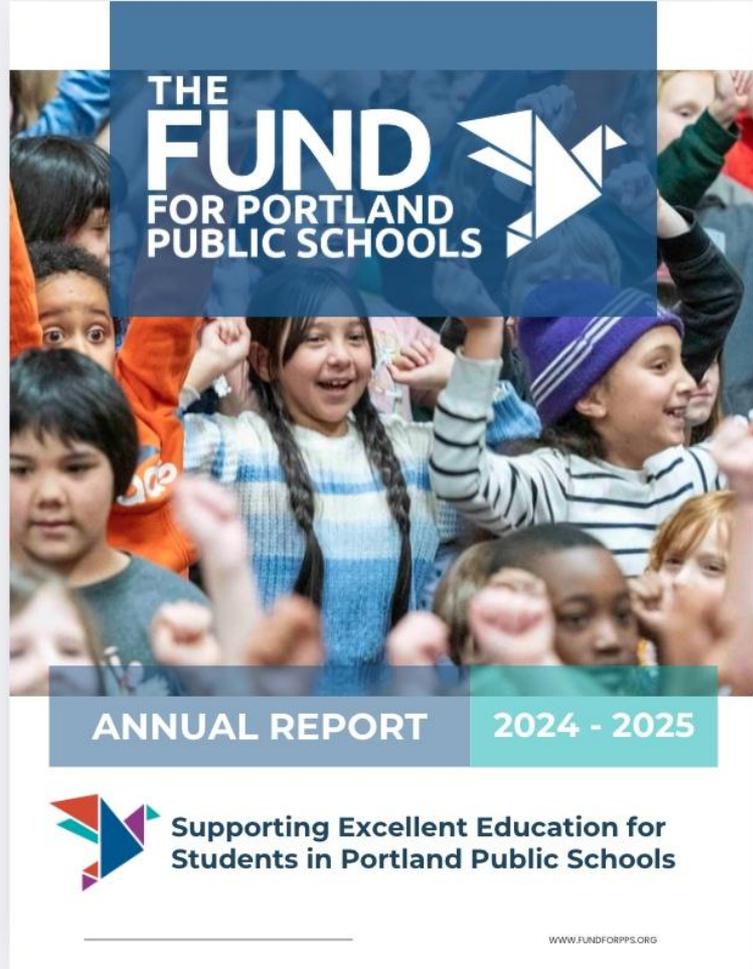
# Annual Report 2024-25



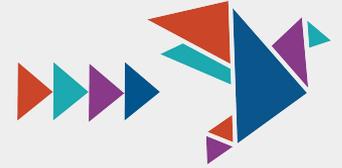
Our goal for this evening is to provide an annual report for last school year and a look ahead at our strategic roadmap for the current school year.

- ▶ **Our Purpose**
- ▶ **Total Giving \$1.4 Million in 2024 - 2025**
- ▶ **Champion PPS Schools– Launching Our Collective Impact Model**
- ▶ **Our Strategic Roadmap for 2025 - 2026**

Please refer to our recently released  
Annual Report 2024 - 2025 available  
at [fundforpps.org](https://fundforpps.org)



# Our Purpose

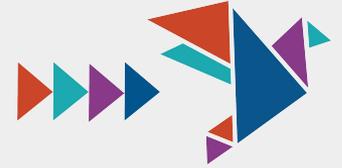


The Fund for PPS is an independent nonprofit organization dedicated to raising philanthropic funds and forging strategic partnerships to support Portland Public Schools, its students, and families.

Established in 2019, The Fund harnesses the generosity of Portland's community to strengthen opportunities for every student to experience inclusive, joyful, and rigorous learning.

Together we are supporting excellent education for students in Portland Public Schools!

# TOTAL GIVING: More than \$1.4 Million Invested



## 2024 - 2025 Total Program Investments

**Programming for Students**                      **\$507,489**

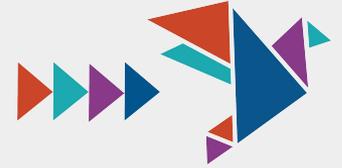
**Champion PPS Schools**                      **\$930,000**

*-Awarded May 2025 for 2025-26*

**TOTAL \$1,437,489**



# Programming for Students - \$507,489



- PGE Electric School Bus Grants bring PPS closer to the goal of phasing out fossil fuels by 2040
- Caring for our PPS community by providing direct assistance to families facing extreme financial hardships
- “Rigler Elementary has become a more joyful place,” through a corporate sponsorship we secured for a freshly painted mural on their schoolyard
- Proud supporter of Portlanders for Safe and Healthy Schools, the \$1.83 billion Portland Public Schools Bond (May 2025)
- Purchased 115 books for Ruby Bridges Day at Boise-Eliot/Humboldt Elementary
- Celebrated hundreds of PPS student artists at the HeART of Portland event at the Portland Art Museum for the third year in a row with 1,000+ attendees



# Champion PPS Schools – \$930,000

**As Superintendent Armstrong says, “The sum of us is greater than any one of us.”**

This collective spirit is why The Fund for PPS launched Champion PPS Schools. The Parent Advisory Committee (PAC) for the Distribution of Donations for Staffing, a group of nine parents and two students, analyzed priorities and ways to make the most impact. With \$1,030,000 to allocate for the 2025-26 school year, the PAC recommended the following investments that were approved by the PPS Board of Education on May 6, 2025:

<b>High Impact Tutoring for K-3rd grade students</b>	<b>\$660,000</b>
<b>Math Supports for 9th-10th grade students</b>	<b>\$ 70,000</b>
<b><u>Food Pantries in 20 Community Schools</u></b>	<b><u>\$200,000</u></b>
<b>Total Investment in PPS for 2025-26</b>	<b>\$930,000</b>

The PAC also allocated \$100,000 for The Fund to use as “Seed Funding for Future Fundraising.”



# High Impact Tutoring is a Proven Literacy Strategy Benefitting K-3 Students throughout PPS

With our investment of \$660,000, more than 400 K-3 students will receive High Impact Tutoring (HIT) in the 2025-26 school year:

- 30 Schools are partnered with Reading Results
- 9 Spanish Dual Language Immersion Schools have two Reading Support Educational Assistants (Bilingual)
- 6 Schools have one Reading Support Educational Assistant

The remaining ten elementary schools were offered the opportunity to participate in an online pilot program.

PPS determined the appropriate HIT model based on careful data analysis, prioritizing the students who need the most literacy support to attain benchmarks.



# Join Us to Strengthen & Expand Champion PPS Schools

It is going to take ALL of us to strengthen and expand Champion PPS Schools, including both of our Boards, PPS leadership, school administrators, families and our entire Portland community.

It's simple: If we increase donations to Champion PPS Schools we can make a difference in the lives of more PPS students.

Our ambitious goal is to fundraise \$1 Million for the 2026-27 school year to expand High Impact Tutoring and other student supports.

The more we fundraise, the greater our reach. Together, we're helping students take flight!



This Network Map shows how we each have a role to play in the success of Champion PPS Schools!

We are currently recruiting School Liaisons districtwide & PAC Committee Members.

### School Liaisons:

<https://fundforpps.org/index-champion>

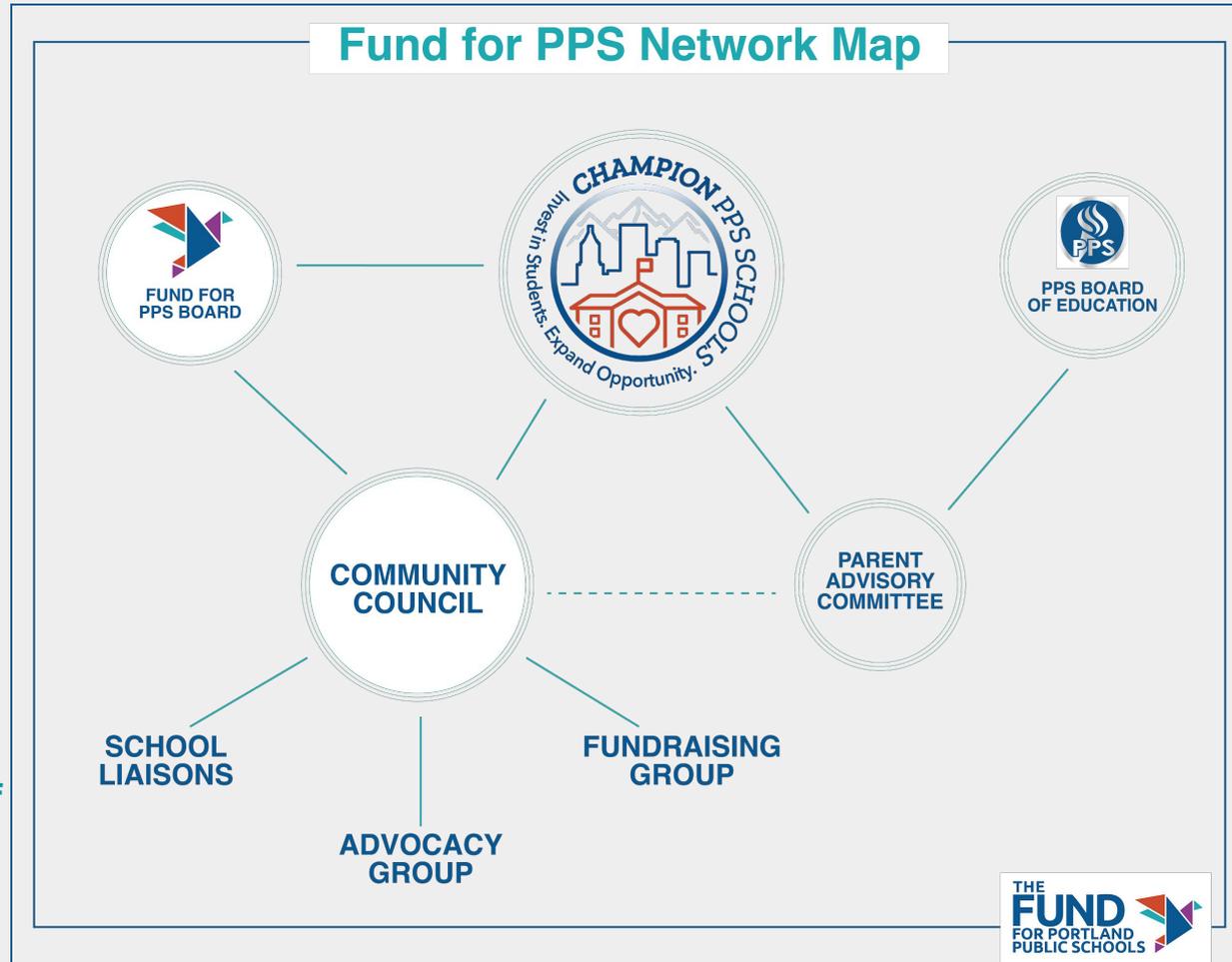
- 1-2 PPS parents/caregivers per school. Join monthly meetings & then engage your community.

### Parent Advisory Committee (PAC)

<https://www.pps.net/Page/22782>

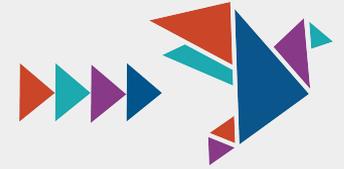
- 2 Student Reps
- 1 parent/caregiver from each of the following schools or the feeder schools to:

Franklin, Lincoln, McDaniel, Roosevelt





# Our Strategic Roadmap



## Leadership

- Hire and Onboard The Fund's First Executive Director
- Recruit 2-4 New Board Directors

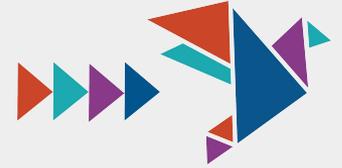
## Communications & Engagement

- Engage PPS Families in Champion PPS Schools Campaign
- Deepen engagement with business leaders
- Increase storytelling and community visibility

## Our Shared Fundraising Goals

- \$1 Million for Champion PPS Schools
- \$200,000 for Programming for Students
- \$200,000 for Organizational Capacity/Operating Expenses

# Next Steps



**Please share the opportunity to join the following committees with your constituents:**

School Liaisons: <https://fundforpps.org/index-champion>

- 1-2 PPS parents/caregivers per school. Join monthly meetings & then engage your community.

Parent Advisory Committee (PAC): <https://www.pps.net/Page/22782>

- 2 Student Reps
- 1 parent/caregiver from each of the following schools or the feeder schools to: Franklin, Lincoln, McDaniel, Roosevelt

## **Upcoming Fundraisers for Champion PPS Schools!**

**Timbers vs San Diego, October 18, 6:00 pm**

**Thorns vs Houston, November 2, 2:00 pm**

**Trail Blazers vs Toronto, January 23, 7:00 pm**

**Ticket Links Available: [fundforpps.org/index-champion](https://fundforpps.org/index-champion)**



**Thank you for your collaboration!**

[fundforpps.org](https://fundforpps.org)

[fundforpps.org/contactus](https://fundforpps.org/contactus)

<https://fundforpps.org/donate>

# THE FUND FOR PORTLAND PUBLIC SCHOOLS



**ANNUAL REPORT**

**2024 - 2025**



**Supporting Excellent Education for  
Students in Portland Public Schools**

# WHO WE ARE

The Fund for PPS is an independent nonprofit organization dedicated to raising philanthropic funds and forging strategic partnerships to support Portland Public Schools, its students, and families. Established in 2019, The Fund harnesses the generosity of Portland's community to strengthen opportunities for every student to experience inclusive, joyful, and rigorous learning.

**In fiscal year 2024-25 The Fund for PPS's total investment — \$1.4 million dollars — is living up to that vision.**

For example, our signature campaign, Champion PPS Schools, designated \$930,000 in parent-fundraised dollars for high impact tutoring, math supports, and food pantries to advance academic achievement and support students throughout the 2025-26 school year. And, additional Fund for PPS investments supported an array of programming and services, from visual and performing arts to clean "green" student transportation.

With strong support for public education in our city, we believe now is the time to accelerate our momentum. We're inviting community members—from families to business leaders to philanthropic organizations—to rally in support of all our students.

## The Fund for PPS is...

-  Investing in academic achievement
-  Uniting community districtwide
-  Fundraising for future success



# BOARD OF DIRECTORS

## 2024 - 25

BELIEVING IN THE POWER OF PUBLIC EDUCATION  
AND THE BRILLIANCE OF STUDENTS

*"I'm passionate about ensuring every child has access to fundamental needs: a safe environment, nutritious food, health care and quality education with strong literacy support. When we work together to provide these essentials, we give our children a solid launch pad for building their futures."* — **Kelly Huotari**, Vice President of Employee Communications, Cambia Health Solutions

*"Maintaining a strong Portland Public School district that is committed to excellence, is critical to the long-term strength and resilience of Portland's economy. Youth are the future leaders and innovators who will carry the city and the state forward for generations to come. The Fund for PPS has an important role to play keeping PPS strong and accelerating improvement in public education for our students. I'm so pleased to serve on this Board and have this opportunity to do my part for PPS."*  
— **Jon Isaacs**, Executive Vice President, Public Affairs, Portland Metro Chamber

*"I learned from my grandparents, who were both educators, that strong teaching and equitable access to quality learning can change the course of a child's life. That's why I push for us to act boldly — every one of us has a role in making schools stronger for kids."* — **Dr. Christine Pitts**, President and CEO, Open School

*"I'm a proud Portlander, PPS graduate and PPS parent. I believe that schools are positive spaces where we can all get together around the shared value of excellent education and its ability to enhance the civic life of our community."* — **Collin Romer**, Chief Communications Officer, Portland Timbers

*"Education has always been at the heart of my journey — as a student, a scientist, a leader, and as a self-proclaimed nerd who believes deeply in the power of lifelong learning. The opportunities I've had were made possible because communities have invested in schools, and I believe we owe the same to every student. Serving with The Fund for PPS is one way I can give back, ensuring that every Portland student has the chance to learn, grow, and thrive."* — **Dr. Jackie Wirz**, Executive Director, Link Oregon

Special thanks to **Eddie Wang**, Chair of the PPS Board of Education, for serving as an Ex Officio Board member in the 2024-25 school year!



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# TOGETHER, WE RISE

Greetings! It is my pleasure to serve as an Ex Officio member of the Board of Directors for The Fund for PPS and to share with the broader community my pride in our accomplishments as a school district.



We are transforming lives. All over the district, in 81 sites, there are so many stories to lift up. Did you know that attendance is up overall for all student groups? Yes it is! Did you know in the 2024-25 school year students completed more than 5,600 Advanced Placement exams – the most in our history? Yes they did! More than 12,000 students participated in Career & Technical Education, with 95% of them graduating on time. And, 450 students earned an industry recognized credential.

The Fund for PPS + PPS partnership is so important. The Fund’s campaign, Champion PPS Schools, launched over the year covered in this report, is unifying parents and the community to pool fundraising and support crucial activities to advance students’ academic achievement. With a total investment in PPS of \$930,000, Champion PPS Schools has contributed \$660,000 to High Impact Tutoring (HIT) for the 2025-26 school year. This is just the type of evidence-based support that we know will help our students get to grade-level literacy, and beyond. “HIT” has taken root in our classrooms – with amazing results. You may have seen news coverage of this promising practice. Districtwide, participating students achieved 28% growth on skills needed to read at grade level. Data collected on 85 students across four schools offering High Impact Tutoring record that 80 of them showed double-digit growth, while one fourth of them showed triple-digit growth.\*

I hope you’ll join me in recognizing the great work of PPS students and join The Fund for PPS’s movement to advance excellence in our schools. When more donors become Champions and contribute to this campaign, together we’ll expand The Fund’s ability to advance literacy and math skills, provide direct assistance to families and more! Together, We Rise!

Growth is what is anchoring us. This isn’t the finish line – we’re just getting started!

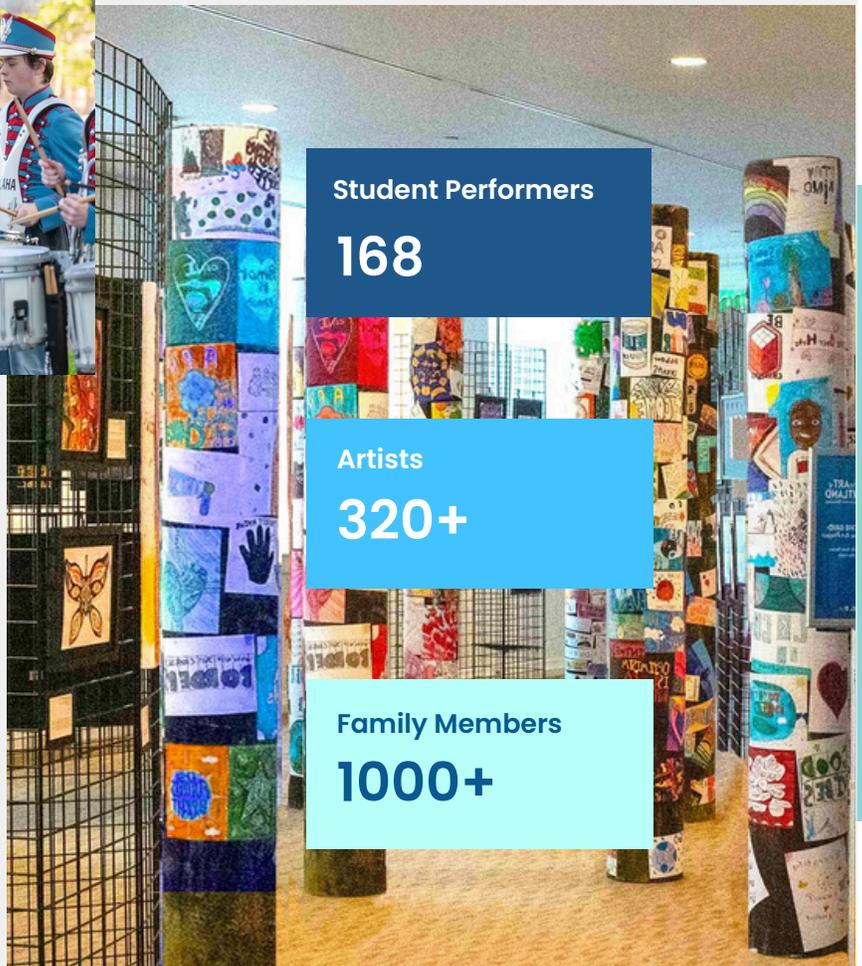
**Dr. Kimberlee Armstrong**  
Superintendent, Portland Public Schools

\*Silverman, Julia. [“In Portland, intensive reading tutoring delivers eye-opening results, propels some children to grade-level in months.” Oregonian, June 7, 2025.](#)



# SUPPORTING ARTS IN PPS

For the third year, The Fund celebrated Visual & Performing Arts and arts learning by supporting the annual HeART of Portland event at the Portland Art Museum. Thanks to our corporate sponsors and to the 168 student performers, 120 student visual artists plus the 200+ artists represented in the collaborative project, and more than 1,000 family members and guests who attended.



Student Performers

168

Artists

320+

Family Members

1000+



# IMPACT

## CHECK OUT THE IMPACT OUR INVESTMENTS ARE MAKING ACROSS PPS



### GOING GREEN!

The Fund received two more PGE electric school bus grant awards in 2025! We're helping PPS reach net zero GHG emissions and phase out fossil fuel infrastructure by 2040. And, did you know that grants for EVs don't just result in cleaner air for our students to breathe and provide a smooth, quiet lift to school, they also advance teaching and learning? The electric buses The Fund has helped secure grants for are regularly visiting schools and PPS events and being used as tangible, real-world case studies for student investigations of climate science and environmental sustainability.

### CARING FOR OUR PPS COMMUNITY!

In keeping with our belief in the importance of providing direct support to PPS families facing extreme financial hardships, The Fund has continued to work with school social workers to reach families in need. These dedicated staff have close collaborative relationships with PPS families in our 20 Community Schools.

"In our schools, there has been a sharp increase in families needing support with food and other basic needs. We are grateful for the recent donation through The Fund for PPS that has provided gift cards to support families with food, hygiene items, and other household necessities. And we all know that meeting families & students' basic needs is essential to learning and success in our classrooms."

– Dr. Karmin Williams, Director of Community Schools, PPS





## COLOR SPLASH ON RIGLER CAMPUS!

Through a generous corporate sponsor secured by The Fund, Rigler Elementary was able to collaborate with Ideal PDX/Latino Artist Exchange to achieve their school community's dream of a visually compelling mural to brighten their schoolyard. As they posted on Instagram, "Rigler Elementary has become a more joyful place."

## UNITING COMMUNITY TO SUPPORT SCHOOLS!

The Fund for PPS was a proud supporter of Portlanders for Safe and Healthy Schools, the \$1.83 billion Portland Public Schools bond!

Thank you to the Portland voters for passing this important measure in May 2025!



## RUBY BRIDGES DAY AT BOISE-ELIOT/HUMBOLDT ELEMENTARY!

The Fund for PPS and Board of Education Directors joined Superintendent Armstrong for "Ruby Bridges Walk to School Day" at Boise-Eliot/Humboldt Elementary School. The Fund for PPS purchased 115 copies of the book *I Am Ruby Bridges* for students to take home.



# LAUNCHED!

## COLLECTIVE IMPACT

*"The sum of us is greater than any one of us."*  
Superintendent Kimberlee Armstong



This collective spirit is why The Fund for PPS launched Champion PPS Schools. The Parent Advisory Committee (PAC) for the Distribution of Donations for Staffing, a group of nine parents and two students, analyzed priorities and ways to make the most impact. With \$1,030,000 to allocate for the 2025-26 school year, the PAC recommended the following investments that were then approved by the PPS Board of Education on May 6, 2025:

High Impact Tutoring for K-3 <sup>rd</sup> grade students	\$660,000
Math Supports for 9 <sup>th</sup> - 10 <sup>th</sup> grade students	\$ 70,000
<u>Food Pantries in 20 Community Schools</u>	<u>\$200,000</u>
<b>Total Investment in PPS for 2025-26</b>	<b>\$930,000</b>

The PAC also allocated \$100,000 for The Fund for PPS to use as *"Seed Funding for Future Fundraising."* This seed funding will be utilized for marketing and fundraising efforts in order to engage PPS families and the broader community in supporting Champion PPS Schools!

## JOIN US TO STRENGTHEN AND EXPAND CHAMPION PPS SCHOOLS

We are seeking to broaden involvement in the Champion PPS Schools campaign to include active participants from all PPS school communities. It's simple: If we increase donations to Champion PPS Schools we can make a difference in the lives of more PPS students.

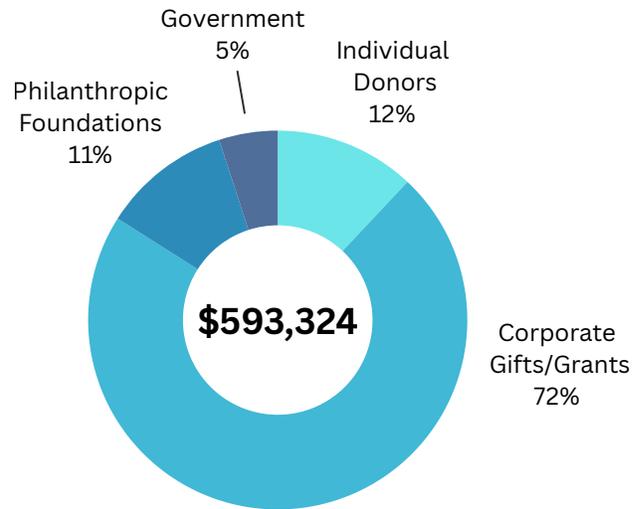
Our ambitious goal is to fundraise more than \$1 million dollars by June 30, 2026 for the 2026-27 school year to expand High Impact Tutoring and other student supports. The more we fundraise, the greater our reach. Together, we're helping students take flight!



# FINANCIALS

## Revenue

In addition to the Champion PPS Schools campaign, The Fund for PPS actively raises resources via grant seeking, corporate sponsorships and through individual donations. These monies are often restricted to or designated for a specific purpose by the donor or grant program. The Revenue wheel shows the sources of such funds in 2024-25.



## Expenses

Expenses detail specific program investments benefitting PPS students, The Fund’s Advocacy expenditure (a donation to support the recent Bond campaign), and the standard nonprofit expenditure categories ‘Management’ and ‘Fundraising.’

<b>Program</b>	<b>\$507,489</b>	<b>82%</b>
<b>Investments Benefitting PPS Students</b> PGE Electric School Bus Grants Donations to Targeted Programs Direct Assistance to Families	\$354,114 \$114,875 \$38,500	
<b>Advocacy</b>	<b>\$30,000</b>	<b>4%</b>
<b>Management</b>	<b>\$41,179</b>	<b>7%</b>
<b>Fundraising</b>	<b>\$41,518</b>	<b>7%</b>
<b>TOTAL</b>	<b>\$620,186</b>	

## Financial Summary

Beginning Fund Balance (as of 7/1/2024)	\$262,007
Revenue (7/1/2024-6/30/2025)	\$593,324
Expenses (7/1/2024-6/30/2025)	(\$620,186)
<b>Ending Fund Balance (as of 6/30/25)</b>	<b>\$235,145</b>



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# TOTAL GIVING 2024 - 25

The Fund for PPS awarded \$1,437,498 to Portland Public Schools in 2024-25. These investments are making a direct impact in our schools through the Champion PPS Schools' focus areas – High Impact Tutoring, math supports for 9th and 10<sup>th</sup> grade, and food pantries – **and** through a variety of other programming for students. For example, The Fund put clean, quiet electric buses 'en route' to PPS schools, staged the HeART of Portland showcase with the PPS Visual & Performing Arts Team, helped a school contract and collaborate with artists to paint an inspirational mural, brought the books to Ruby Bridges Day, provided direct assistance to PPS families – and more.

## 2024 - 2025

### Total Program Investments

Programming for Students	\$507,489
Champion PPS Schools	\$930,000
~Awarded May 2025 for 2025-26	
<b>Total</b>	<b>\$1,437,489</b>



# THANK YOU PARTNERS



Project Zero



OCF JOSEPH E. WESTON PUBLIC FOUNDATION  
A Supporting Foundation of Oregon Community Foundation

*Thank you to all of our donors and supporters for your trust and belief in the potential of all Portland students. Together we are building a movement that advances excellent instruction and elevates the academic experience of all our students.*

# Contracts and Procurement at PPS



PORTLAND  
**Public Schools**

September 30, 2025

# Overview

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## Goal:

To provide the Board with a concise overview of PPS's procurement framework, ensuring transparency, efficiency, and compliance.

## Key Topics:

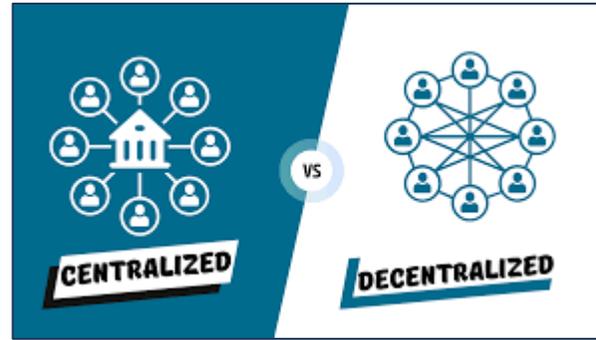
- ☑ Guiding principles and authority
- ☑ Procurement methods and dollar thresholds
- ☑ Contract review and approval process
- ☑ The Board's specific role



## Governing Rules

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All activities adhere to the PPS Public Contracting Rules, Oregon Revised Statutes, and Federal Procurement Guidelines.



## Centralized & Decentralized

---

Procurement is a partnership between the central Purchasing & Contracting Department and individual schools/departments.



## Ethical Foundation

---

We are committed to transparency, competitive processes, and responsible use of public funds.

# Procurement Thresholds

The dollar amount of a purchase or contract dictates the required level of competition.

**Under \$25,000\***  
**(Micropurchase)**

Competition encouraged but not required.

**\$25,000-\$250,000\***  
**(Intermediate)**

Requires a minimum of three quotes or proposals. Board approval is needed for purchases over \$150,000.

**Over \$250,000\***  
**(Formal)**

Requires a formal, publicly advertised solicitation process (Request for Proposals or Invitation to Bid).

\*For Personal Services contracts, no competition is required for contracts \$75,000 and below. For Construction projects, contracts above \$100,000 require a formal procurement process

# Formal Procurements

- **Invitation to Bid (ITB):**
  - Used for acquiring **goods** and **construction projects** based on detailed specifications.
  - Awarded to the lowest responsive and responsible bidder.
- **Request for Proposals (RFP):**
  - Used for **complex services, personal services, material requirements, and certain construction projects**.
  - Scoring is based on evaluation criteria including qualifications, approach, and price.



# Exceptions to Competitive Bidding

---

Certain situations allow for non-competitive procurement.

## Cooperative Purchasing:

State procurement statutes allow piggybacking on an existing contract formally solicited by another public entity.

## Direct Negotiation:

Board-approved rules allowing procurement without competition of personal services that require specialized skills and expertise (e.g., legal or audit services, sports officiation, medical services)

## Emergency Procurements

## Sole-Source Procurement:

A contract is awarded directly to a single vendor if they are the only source for the product or service.

## Special Class Procurements:

Board-approved rules allowing procurement without competition of goods and services in specific situations (e.g., curriculum materials and software/digital resources available from only one source)

# Contract Review and Approval

---

## Procurement Process

Competitive procurement process (Quotes, Request for Proposals, Invitation to Bid) if required

## Contract Initiation

**School or department** initiates contract negotiation, completes contract using District templates, and submits to Purchasing & Contracting department for review and approval

## Contract Intake

**Contracts team** reviews for proper documents, budget holder approval, completion of contracts training course, vendor setup

# Contract Review and Approval (cont.)

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## Contract Analyst Review

**Contract Analyst** reviews for procurement and policy compliance, required scope and exhibits, appropriate dates, etc.

## Contract Signer Review

**Authorized Contract Signer** final review and signature (or, for contracts over \$150,000, submission to **Board** for approval before signature)

## Contract Recordkeeping

**Contracts team** ensures contract management system record is complete, sends out final signed contract to all parties

# The Board's Role



## Contract Approval

The Board approves contracts and purchase orders that exceed specified dollar thresholds or require special exemptions.



## Rule Adoption

The Board must approve any updates or changes to the **PPS Public Contracting Rules**.



## Strategic Oversight

The Board ensures that procurement activities align with the district's broader goals.

*The Board provides key oversight for the district's contracts and procurement.*

# Summary and Questions

Summary: We have a clear and established framework for procurement that balances efficiency, compliance, and transparency. The Board's role is critical in providing oversight and approval for significant purchases and policy changes.

## Questions?

Special thanks to:

Emily Courtnage, Director of Purchasing & Contracting

Paul Williams, Senior Manager, Solicitations

## 2025-2026 Board Work Plan

	July	August	September	October	November	December	January	February	March	April	May	June
<b>Albina Projects</b>			CBSE Purchase Sale Agreement	CBSE Operational Plan Update	CBSE/One North Due Diligence Update	CBSE Site Location Vote						
<b>Boundaries</b>			Jefferson Dual Assignment Presentation	Jefferson Dual Assignment public hearings	Jefferson Dual Assignment Update	Jefferson Dual Assignment-Re view Scenarios	Jefferson Dual Assignment Action	Board Town Halls			Board Town Halls	
<b>Budget and Finance</b>	2025-26 Budget Amendment No.1  Q3 2025 Financial Report		Integrated Grants Annual Report  Contracts and Procurement Overview	Review Budget Calendar  Board Reviews CBRC Recommendations	Approve Budget Calendar  Board Appoints CBRC	Annual Comprehensive Financial Report  Budget Work session to Establish Priorities	Monthly Budget Update	Monthly Budget Update	Monthly Budget Update	Superintendent's 2026-27 Budget Proposal	2026-27 Budget Approval	2026-27 Budget Adoption
<b>Bargaining</b>				Monthly Bargaining Executive Sessions	Monthly Bargaining Executive Sessions	Monthly Bargaining Executive Sessions	Monthly Bargaining Executive Sessions	Monthly Bargaining Executive Sessions	Monthly Bargaining Executive Sessions	Monthly Bargaining Executive Sessions	Monthly Bargaining Executive Sessions	Monthly Bargaining Executive Sessions
<b>Construction (including Bond Projects)</b>			Seismic Report Overview	Approve Revised Jefferson Master Plan  Seismic Program Update	Approve Revised Cleveland Master Plan  Approve Revised Ida B. Wells Master Plan  Quarterly BAC Report	Bond Update	Quarterly BAC Report	Bond Update	Bond Update	Quarterly BAC Report	Bond Update	
<b>District Academic Improvement Plan</b>				District Improvement Plan Overview		District Improvement Progress Updates				District Improvement Progress Updates		
<b>Excellence in Service</b>									Successful Schools Survey Results			
<b>Board Governance</b>	Board Leadership Vote  Establish Board Committees  Work Session to Establish a Work Plan	Annual Training-Ethics and Public Meetings  Board Retreat	Annual Head Start Training  Nomination to the OSBA Board and Legislative Committee	Work Session to Establish a Work Plan	Board Vote on OSBA Board and Legislative Committee	Board Leadership Declarations	Board Leadership Vote					Board Leadership Declarations

