


Riverdale School District 51J

Dr. Brook MacNamara, Superintendent
 11733 S.W. Breyman Avenue
 Portland, Oregon 97219-8409
 503.262.4840
 503.262.4841 (fax)

Riverdale High School
 503.262.4844

Riverdale Grade School
 503.262.4842

June 26, 2012

TO: Office of the Mayor

CC: Commissioner Nick Fish, Commissioner Amanda Fritz, Commissioner Randy Leonard,
 Commissioner Dan Saltzman, OMF CAO Jack Graham

RE: FY 2012-2013, City Partnership with Schools

Dear Mayor and Commissioners,

Riverdale School District extends its gratitude to the Portland City Council. Your leadership and recognition of the critical role that education plays in the economic prosperity and vitality of our community is part of what makes this a great city. We recognize the magnitude of this action during this tough fiscal climate.

I. FUND TRANSFER

Our understanding is that the City of Portland commits to Transferring **\$9,285.00** to **Riverdale School District (RSD)** to support the continuation and rehiring of teachers and programs supporting youth. Fund transfer will be formalized as part of an Intergovernmental Agreement to be executed by both the City and RSD during the Summer of 2012.

II. BUDGET REDUCTIONS

The following outlines the budget reductions that RSD made in the past two years:

- Reduced teacher FTE
- Reduced materials and instructional supplies
- Eliminated additions to library books and materials
- Reduced extracurricular activity support

III. CITY INVESTMENT

The amount allocated in non-property tax resources will be used by **RSD** to pay for safety related expenses such as **Security Monitoring** within **RSD's** budget that will then free up resources and allow **RSD** to direct its own funds to:

Increase instructional materials by \$5,250 at the Grade School and \$4,035 at the High School.

**Riverdale School District 51J**

Dr. Brook MacNamara, Superintendent
11733 S.W. Breyman Avenue
Portland, Oregon 97219-8409
503.262.4840
503.262.4841 (fax)

Riverdale High School
503.262.484

Riverdale Grade School
503.262.4842

IV. COMMUNITY GARDENS

Our understanding is that this partnership will allow for at least one community garden to be housed in each district. The City of Portland Parks and Recreation will work with **Superintendent, Dr. Brook MacNamara** at RSD to identify where the community gardens will be located.

In light of this endeavor, the **RSD** will also commit to incorporate space for learning gardens or rain gardens in any major renovations as part of the district's long-term facilities planning.

Sincerely,
Dr. Brook MacNamara

Dr. Brook MacNamara
Superintendent

**INTERGOVERNMENTAL AGREEMENT
BETWEEN RIVERDALE SCHOOL DISTRICT AND THE CITY OF PORTLAND FOR
ONE-TIME FUNDS AND ONGOING PARTNERSHIPS**

This Intergovernmental Agreement ("IGA"), authorized pursuant to ORS 190.110 et. seq. is entered into by and between Riverdale School District, ("Riverdale") and the City of Portland ("City").

RECITALS

- A. Education is one of the top four overarching goals of the City's Portland Plan;
- B. The City has partnered with the Riverdale to provide a total of \$9,582.00 to Riverdale Schools in the 2012-13 school year, contingent on certain actions to be undertaken by the City and Riverdale Schools; and,
- C. In general, the City agreed to adopt a budget that would free up \$9,582.00 in resources in order to make a contribution and donation to Riverdale. Riverdale agreed to take certain budgetary actions, which are described in Exhibit A, a letter from the Riverdale School District, that is attached as Exhibit A and incorporated herein by reference; and
- D. The \$9,582.00 in non-property tax resources will be used by Riverdale to pay for safety related expenses that will then free up Riverdale resources and allow Riverdale to direct its own funds to use as outlined in Exhibit A attached; and,
- E. During the past two years the Riverdale School District has had to reduce its budget in regard to teachers, materials, instructional supplies, and other matters as more fully detailed in Exhibit A; and
- F. Riverdale and the City also agree to continue to pursue existing and ongoing partnerships as outlined in Exhibit A in regard to gardens; and
- G. In light of these common objectives, on June 6, 2012, the City Council adopted Resolution # 36929, which approved the execution of Intergovernmental Agreements with school districts that Portland students attend.

AGREEMENT

1. **Recitals.** The recitals above are hereby incorporated by reference.
2. **Effective Date/Term.** This IGA is effective from the date that all parties have executed this agreement. The term of this IGA is one year from the date that all parties have signed it.
3. **Financing.** City agrees to provide funding to Riverdale in the sum of \$9,582.00 contingent upon the actions of Riverdale as set forth in the above recitals including Exhibit A. The parties also acknowledge Riverdale's commitment to look for at least one community garden and to incorporate space for learning gardens or rain gardens in any major renovations. Following the execution of this agreement, the City will make payment of fifty-percent of funds due to Riverdale within 45 days and the remaining payment will be made to Riverdale no later than January 18, 2013.
4. **Amendments.** The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. The Mayor of the City of Portland, or designee, is authorized to amend this IGA provided it does not increase the cost to the City.
5. **Captions.** The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.
6. **Law/Choice of Venue.** Oregon law, without reference to its conflict of laws provisions, shall govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and Litigation shall be in Multnomah County, Oregon. Before commencing any actions under this agreement, the parties agree to enter into mediation if a dispute arises that cannot otherwise be resolved by the parties.
7. **Use of Funds/Indemnification:** Riverdale will use the funds it receives from the City in accordance with this IGA and shall not use the funds for any other purpose whatsoever. Riverdale shall hold harmless, indemnify and pay back the City for any expenditure of funds that is not in accordance with the requirements of this IGA. This paragraph shall survive the expiration or termination of this agreement.
8. **Severability/Survival.** If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this IGA for any cause.
9. **No Third Party Beneficiary.** City and Riverdale are the only parties to this IGA and as such, are the only parties entitled to enforce its terms. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

10. Merger Clause. This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

11. Counterparts: Electronic Signatures. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. The Parties agree that they may conduct this transaction, including any amendments or extension, by electronic means including the use of electronic signatures.

12. Assignment. No Party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due under this Agreement, without the prior written approval of the other Parties. This Agreement shall bind and inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and permitted assigns.

13. Termination: This IGA may be mutually terminated at any time by written consent of the parties. The City may unilaterally terminate this IGA if Riverdale fails to use the revenues in accordance with his IGA.

14. Dispute Resolution: In the event a dispute arises regarding the use of the Net Revenues by Riverdale or any other matter covered by this IGA, the parties agree to have high level representatives of City and Riverdale to engage in discussions before taking any legal action. If discussions fail to resolve the issue the parties shall engage in mandatory mediation in an attempt to resolve the dispute. In the even of mediation the parties shall each pay one-half of the mediator's bill. If mediation fails to resolve the matter either party may take any legal action permitted to it under the law of the State of Oregon.

IN WITNESS WHEREOF, the duly authorized representatives of Riverdale and City have executed this Contract in duplicate as of the date and year first above written.

CITY OF PORTLAND

**RIVERDALE SCHOOL
DISTRICT**

Authorized Signature Date

Authorized Signature Date



18135 SE Brooklyn Street
Portland, Oregon 97236-1049

June 18, 2012

TO: Office of the Mayor

CC: Commissioner Nick Fish, Commissioner Amanda Fritz, Commissioner Randy Leonard,
Commissioner Dan Saltzman, OMF CAO Jack Graham

RE: FY 2012-2013, City Partnership with Schools

Centennial School District extends our gratitude to the Portland City Council. Your leadership and recognition of the critical role that education plays in the economic prosperity and vitality of our community is part of what makes this a great city. We recognize the magnitude of this action during this tough fiscal climate.

I. FUND TRANSFER

Our understanding is that the City of Portland commits to transferring \$425,140 to Centennial School District to support the continuation and rehiring of teachers and programs supporting youth.

Fund transfer will be formalized as part of an Intergovernmental Agreement to be executed by both the City and Centennial School District during the Summer of 2012.

II. BUDGET REDUCTIONS

The following outlines the budget reductions that Centennial School District under the current fiscal climate that has made this influx of resources necessary:

- Reduced teachers by approximately 100 during the past three years;
- Lost 12 days of student instruction during 2011-2012;
- Reduced elementary and middle school media specialists to half-time;
- Reduced elementary PE and Music specialists to half-time.

III. CITY INVESTMENT

The amount allocated in non-property tax resources will be used by Centennial School District to pay for safety related expenses such as **student safety, campus monitors, school police and crossing guards** and other matters within Centennial School District budget that will then free up resources and allow Centennial School District to direct its own funds to:

- Increase the instructional time for students by restoring two full school days in the 2012-2013 school year;
- Increase the Centennial High School school resource office to a full 1.0 FTE during the 2012-2013 school year.

IV. COMMUNITY GARDENS

Our understanding is that this partnership will allow for at least one community garden to be housed in each district. The City of Portland Parks and Recreation will work with Principal Ben Egbers at Harold Oliver Elementary School (503-762-3207) in Centennial School District to identify where the community gardens will be located.

In light of this endeavor, the Centennial School District will also commit to incorporate space for potential community gardens, learning gardens or rain gardens in any major renovations as part of the district's long-term facilities planning.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CENTENNIAL SCHOOL DISTRICT AND THE CITY OF PORTLAND FOR
ONE-TIME FUNDS AND ONGOING PARTNERSHIPS**

This Intergovernmental Agreement ("IGA"), authorized pursuant to ORS 190.110et. seq., is entered into by and between Centennial School District, ("Centennial") and the City of Portland ("City").

RECITALS

- A. Education is one of the top four overarching goals of the City's Portland Plan;
- B. The City has partnered with the Centennial to provide a total of \$425,140.00 to Centennial Schools in the 2012-13 school year, contingent on certain actions to be undertaken by the City and Centennial Schools; and,
- C. In general, the City agreed to adopt a budget that would free up \$425,140.00 in resources in order to make a contribution and donation to Centennial. Centennial agreed to take certain budgetary actions, which are described in Exhibit A, a letter from the Centennial School District, that is attached as Exhibit A and incorporated herein by reference; and
- D. The \$425,140.00 in non-property tax resources will be used by Centennial to pay for safety related expenses, that will free up Centennial resources and allow Centennial to direct its own funds to use as outlined in Exhibit A attached; and,
- E. The Centennial Superintendent's budgets, approved by the Centennial School Board, have required reducing teachers by approximately 100 during the past three years, the loss of 12 days of student instruction during 2011-2012, the reduction of elementary and middle school media specialists to half-time, and the reduction of elementary Physical Education and Music specialists to half-time; and,
- F. Centennial and the City agree to continue to pursue existing and ongoing partnerships as outlined in Exhibit A attached, including a commitment to house at least one community garden in the district on school grounds and a commitment to incorporate space for potential community gardens, learning gardens or rain gardens in any major renovations as part of the district's long-term facilities planning; and,
- G. In light of these common objectives, on June 6, 2012, the City Council adopted Resolution # 36929, which approved the execution of Intergovernmental Agreements with school districts that Portland students attend.

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AGREEMENT

1. **Recitals.** The recitals above are hereby incorporated by reference.
2. **Effective Date/Term.** This IGA is effective from the date that all parties have executed this agreement. The term of this IGA is one year from the date that all parties have signed it.
3. **Financing.** City agrees to provide funding to Centennial in the sum of \$425,140.00 contingent upon the actions of Centennial as set forth in the above recitals, including Exhibit A. The parties also acknowledge their commitment to existing and ongoing partnerships regarding community gardens as outlined in the above recitals and Exhibit A. Following the execution of this agreement, the City will make payment of fifty-percent of funds due to Centennial within 45 days and the remaining payment will be made to Centennial no later than January 18, 2013.
4. **Amendments.** The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. The Mayor of the City of Portland, or designee, is authorized to amend this IGA provided it does not increase the cost to the City.
5. **Captions.** The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.
6. **Law/Choice of Venue.** Oregon law, without reference to its conflict of laws provisions, shall govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and Litigation shall be in Multnomah County, Oregon. Before commencing any actions under this agreement, the parties agree to enter into mediation if a dispute arises that cannot otherwise be resolved by the parties.
7. **Use of Funds/Indemnification:** District will use the funds it receives from the City in accordance with this IGA and shall not use the funds for any other purpose whatsoever. District shall hold harmless, indemnify and pay back the City for any expenditure of funds that is not in accordance with the requirements of this IGA. This paragraph shall survive the expiration or termination of this agreement.
8. **Severability/Survival.** If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this IGA for any cause.
9. **No Third Party Beneficiary.** City and Centennial are the only parties to this IGA and as such, are the only parties entitled to enforce its terms. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

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10. Merger Clause. This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

11. Counterparts: Electronic Signatures. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. The Parties agree that they may conduct this transaction, including any amendments or extension, by electronic means including the use of electronic signatures.

12. Assignment. No Party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due under this Agreement, without the prior written approval of the other Parties. This Agreement shall bind and inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and permitted assigns.

13. Termination: This IGA may be mutually terminated at any time by written consent of the parties. The City may unilaterally terminate this IGA if District fails to use the Net Revenues in accordance with his IGA.

14. Dispute Resolution: In the event a dispute arises regarding the use of the Net Revenues by District or any other matter covered by this IGA, the parties agree to have high level representatives of City and District to engage in discussions before taking any legal action. If discussions fail to resolve the issue the parties shall engage in mandatory mediation in an attempt to resolve the dispute. In the even of mediation the parties shall each pay one-half of he mediator's bill. If mediation fails to resolve the matter either party may take any legal action permitted to it under the law of the State of Oregon.

IN WITNESS WHEREOF, the duly authorized representatives of Centennial and CITY have executed this Contract in duplicate as of the date and year first above written.

CITY OF PORTLAND

**CENTENNIAL SCHOOL
DISTRICT**

Authorized Signature

Date:

Authorized Signature

Date

MEMORANDUM

(DATE)

RE: FY 2012-2013, City Partnership with Schools

TO: Office of the Mayor

CC: Commissioner Nick Fish, Commissioner Amanda Fritz, Commissioner Randy Leonard,
Commissioner Dan Saltzman, OMF CAO Jack Graham

From: **David Douglas School District**

We the **David Douglas School District** extend our gratitude to the Portland City Council. Your leadership and recognition of the critical role that education plays in the economic prosperity and vitality of our community is part of what makes this a great city. We recognize the magnitude of this action during this tough fiscal climate.

I. FUND TRANSFER

Our understanding is that the City of Portland commits to Transferring **\$1,142,207** dollars to the **David Douglas School District** to support the continuation and rehiring of teachers and programs supporting youth.

Fund transfer will be formalized as part of an Intergovernmental Agreement to be executed by both the City and **David Douglas School District** during the summer of 2012.

II. BUDGET REDUCTIONS

The following outlines the budget reductions that **David Douglas School District** under the current fiscal climate that has made this influx of resources necessary: **Over the last two years the David Douglas School District has reduced 110 certified teaching positions, 2 administrative positions, and the equivalent of 70 classified positions. In addition, maintenance projects, transportation vehicles, textbook purchases, technology purchases and other classroom resources have been deferred due to insufficient funding.**

III. CITY INVESTMENT

The amount allocated in non-property tax resources will be used by the **David Douglas School District** to pay for class-size reduction measures, early childhood education staffing, safety related expenses such as **Mental Health resources, safety/campus monitors, security infrastructure, equity services**, capital related expenses such as **technology, textbooks, maintenance repairs, and classroom materials** within the **David Douglas School District** budget that will then free up resources and allow the **David Douglas School District** to direct its own funds to:

Classroom Teachers and assistants in an effort to reduce class sizes in overloaded grades and summer school staffing.

IV. COMMUNITY GARDENS

Our understanding is that this partnership will allow for at least one community garden to be housed in each district. The City of Portland Parks and Recreation will work with the **David**

Douglas School District representative, Patt Komar the Chief Financial Officer, Facilities Supervisor, David Calloway, and Don Grotting Superintendent of Schools in the David Douglas School District to identify where the community gardens will be located.

In light of this endeavor, the David Douglas School District will also commit to incorporate space for potential community gardens, learning gardens or rain gardens in any major renovations as part of the district's long-term facilities planning.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN DAVID DOUGLAS SCHOOL DISTRICT AND THE CITY OF PORTLAND
FOR ONE-TIME FUNDS AND ONGOING PARTNERSHIPS**

This Intergovernmental Agreement ("IGA"), authorized pursuant to ORS 190.110 et seq, is entered into _____, by and between David Douglas School District ("DDSD") and the City of Portland ("City").

RECITALS

- A. Education is one of the top four overarching goals of the City's Portland Plan; and,
- B. The City has partnered with DDSD to provide a total of \$1,142,207.00 to David Douglas Schools in the 2012-13 school year, contingent on certain actions to be undertaken by the City and DDSD; and,
- C. In general, the City agreed to adopt a budget that would free up \$1,142,207.00 in resources in order to make a contribution and donation to DDSD. DDSD agreed to take certain budgetary actions, which are described in a letter from DDSD, that is attached as Exhibit A and incorporated herein for reference; and,
- D. \$1,142,207.00 in non-property tax resources will be used by DDSD to pay for safety related expenses within DDSD's budget that will free up DDSD resources and allow DDSD to direct its own funds to use as outlined in Exhibit A attached; and,
- E. Budget reductions at DDSD under the current fiscal climate have made this influx of resources necessary. Over the last two years DDSD has reduced 110 certified teaching positions, 2 administrative positions, and the equivalent of 70 classified positions. In addition, maintenance projects, transportation vehicles, textbook purchases, technology purchases and other classroom resources have been deferred due to insufficient funding; and,
- F. DDSD and the City agree to continue to pursue existing and ongoing partnerships as outlined in Exhibit A attached and including a commitment to house at least one community garden in the district on school grounds and a commitment to incorporate space for potential community gardens, learning gardens or rain gardens in any major renovations as part of DDSD's long-term facilities planning; and,
- G. In light of these common objectives, on June 6, 2012, the City Council adopted Resolution # 36929, which approved the execution of Intergovernmental Agreements with school districts that Portland students attend.

AGREEMENT

1. **Recitals.** The recitals above are hereby incorporated by reference.
2. **Effective Date/Term.** This IGA is effective from the date that all parties have executed this agreement. The term of this IGA is one year from the date that all parties have signed it.
3. **Financing.** City agrees to provide funding to DDSD in the sum of \$1,142,207.00 contingent upon the actions of DDSD as set forth in the above recitals including Exhibit A. The parties also acknowledge their commitment to existing and ongoing partnerships regarding community gardens as outlined in the above recitals and Exhibit A. Following the execution of this agreement, the City will make payment of fifty-percent of funds due to DDSD within 45 days and the remaining payment will be made to DDSD no later than January 18, 2013.
4. **Amendments.** The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. The Mayor of the City of Portland, or designee, is authorized to amend this IGA provided it does not increase the cost to the City.
5. **Captions.** The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.
6. **Law/Choice of Venue.** Oregon law, without reference to its conflict of laws provisions, shall govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and Litigation shall be in Multnomah County, Oregon. Before commencing any actions under this agreement, the parties agree to enter into mediation if a dispute arises that cannot otherwise be resolved by the parties.
7. **Use of Funds/Indemnification.** DDSD will use the funds received from the City in accordance with this IGA and shall not use the funds for any other purpose whatsoever. DDSD shall hold harmless, indemnify and pay back the City for any expenditure of funds that is not in accordance with the requirements of this IGA. This paragraph shall survive the expiration or termination of this agreement.
8. **Severability/Survival.** If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this IGA for any cause.
9. **No Third Party Beneficiary.** City and DDSD are the only parties to this IGA and as such, are the only parties entitled to enforce its terms. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
10. **Merger Clause.** This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in

writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

11. Counterparts: Electronic Signatures. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. The Parties agree that they may conduct this transaction, including any amendments or extension, by electronic means including the use of electronic signatures.

12. Assignment. No Party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due under this Agreement, without the prior written approval of the other Parties. This Agreement shall bind and inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and permitted assigns.

13. Termination. This IGA may be mutually terminated at any time by written consent of the parties. The City may unilaterally terminate this IGA if DDSD fails to use the Net Revenues in accordance with his IGA.

14. Dispute Resolution. In the event a dispute arises regarding the use of the Net Revenues by DDSD or any other matter covered by this IGA, the parties agree to have high-level representatives of the City and DDSD to engage in discussions before taking any legal action. If discussions fail to resolve the issue the parties shall engage in mandatory mediation in an attempt to resolve the dispute. In the event of mediation the parties shall each pay one-half of the mediator's bill. If mediation fails to resolve the matter either party may take any legal action permitted to it under the law of the State of Oregon.

IN WITNESS WHEREOF, the duly authorized representatives of DDSD and City have executed this Contract in duplicate as of the date and year first above written.

CITY OF PORTLAND

**DAVID DOUGLAS SCHOOL
DISTRICT**

Authorized Signature

Date

Authorized Signature

Date