

Board of Directors Meeting
 School District 4J, Lane County
 District Office
 200 North Monroe Street
 Eugene, Oregon 97402
 Thursday, August 8, 2019

**5:30 PM
 Special Board Meeting**

I.	5:30 p.m. Work Session: Interview Board Member Finalists	2
II.	6:30 p.m. Special Board Meeting	
III.	Call to Order, Roll Call, Flag Salute	
IV.	Agenda Review	
V.	Introduction of Guests and Superintendent's Report	
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VII.	Comments by Employee Groups	
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	1. Meeting Dates:	
	Wednesday, August 14, 2019 at 12:00–8:00 p.m. - Board Retreat	
	Wednesday, August 28, 2019 at 7:00 p.m. - Regular Board Meeting	
	Wednesday, September 18, 2019 at 7:00 p.m. - Regular Board Meeting	
XIII.	Adjourn	

THIS MEETING WILL BE BROADCAST OVER KRVM-AM (1280)

INFORMATION FOR THE DEAF AND HARD OF HEARING:

Closed Captioning is available during Board meetings through a zoom live feed which is also displayed at in-person meetings.



WORK SESSION

Date of Meeting

August 8, 2019

Title

Interview Board Member Finalists

Presenter

Kerry Delf

Description

The Eugene School District 4J Board of Directors has a vacant position due to the resignation of board member Evangelina Sundgrenz, who has moved away from the Eugene area. In accordance with state law and board policy, the board will appoint a district resident to the position.

Under Oregon law, board members must be registered voters in Eugene School District 4J, and must have lived in the district for at least one year immediately preceding their appointment. Eugene School Board positions are non-partisan and are not connected to any specific region.

The application period for candidates to fill the board vacancy was open for 6½ weeks, June 14–July 31, 2019, and was publicized in numerous ways. A total of 16 district residents submitted applications and one withdrew. The 15 candidates were scheduled to be interviewed by the board on Monday, August 5, and 14 candidates participated.

After considering candidates' applications and initial interviews, board members indicated their preferred candidates to move forward for further interviews and consideration for appointment. Board members' candidate selections were:

Anne Marie Levis—Gary Campbell, Maya Rabasa, Jim Torrey
Mary Walston—Gary Campbell, Maya Rabasa, Jim Torrey
Alicia Hays—Stephen Parac, Maya Rabasa, Jim Torrey
Gordon Lafer—Ryan Collay, Maya Rabasa, Ericka Thessen
Judy Newman—Gary Campbell, Maya Rabasa, Jim Torrey
Martina Shabram—Maya Rabasa, Nazia Ahmad Swartz, Ericka Thessen

The three candidates identified by the largest number of board members will be interviewed by the board during this work session, in alphabetical order:

- Gary Campbell
- Maya Rabasa
- Jim Torrey

At the board meeting following the work session, the board will ballot to select one candidate to serve on the board of directors through June 30, 2021.

**MINUTES OF THE WORK SESSION & REGULAR MEETING
OF THE BOARD OF DIRECTORS
SCHOOL DISTRICT 4J, LANE COUNTY, OREGON**

June 5, 2019

The Board of Directors of School District No. 4J, Lane County, Eugene, Oregon, held a community forum at 5:30 p.m., an executive session at 6:30 p.m. and a regular meeting at 7:00 p.m. at the Education Center, 200 North Monroe Street, Eugene, Oregon. Notice of the meeting was mailed to the media and posted in the Education Center on May 31, 2019, and published in *The Register-Guard* on June 5, 2019.

ROLL CALL

BOARD MEMBERS:

Alicia Hays, Chair
Anne Marie Levis, Vice Chair
Eileen Nittler
Judy Newman
Evangelina Sundgrenz
Jim Torrey
Mary Walston

STAFF:

Dr. Gustavo Balderas, Superintendent of Schools
Charis McGaughy, Assistant Superintendent of Instruction
Kerry Delf, Chief of Staff
Brooke Wagner, Director of Elementary Education
Andy Dey, Director of Secondary Education
Cheryl Linder, Director of Educational Support Services
Cydney Vandercar, Assistant Superintendent for Administrative Services
Christine Nesbit, In-House Counsel
Ryan Spain, Director of Facilities Management
Steve Menachemson, Director of Technology
Oscar Loureiro, Director of Research and Planning
Andrea Belz, Associate Director of Finance

STUDENT REPRESENTATIVES:

Ainsley Abraham, Sheldon High School
Jude Refe, ECCO
Hannah Mitchell, North Eugene High School
Zoe Chihorek, IHS
Jane Brinkley, IHS
Claire Shepard, Churchill High School

MEDIA:

OTHER: Tad Shannon, Eugene Education Association President; Jennifer Broadous-Scurlock, National Education Association Director; Kelly Bokn, Athletic Director

I. EXECUTIVE SESSION

The board convened in executive session to consider records that are exempt by law from public inspection, pursuant to ORS 192.660 (2)(f).

All matters discussed during executive sessions are confidential and shall not be disclosed by any representative of the news media without authorization from the school board.

Executive sessions are not open to the public. Executive sessions involving deliberations with persons designated to carry on labor negotiations, or to consider expulsion of a student or matters pertaining to a student's confidential medical records, are not open to the news media.

II. REGULAR BOARD MEETING

III. CALL TO ORDER ROLL, ROLL CALL, AND FLAG SALUTE

Chair Hays called the meeting to order at 7:00 p.m.

Chair Hays led those present in the pledge of allegiance.

IV. AGENDA REVIEW

There were no changes to the agenda.

V. INTRODUCTION OF GUESTS AND SUPERINTENDENT'S REPORT

Dr. Balderas began by recognizing student achievement for excellence in academics, athletics, and music. Dr. Balderas introduced the South Eugene High School String Ensemble, which gave a performance.

Ms. Broadous-Scurlock presented the winners of the Cesar Chavez and Dr. Martin Luther King Jr. Essay Poetry Contest hosted in partnership with Eugene Education Association.

Mr. Bokn recognized athletes that were state champions in their sport, including the Sheldon High School Softball Team.

Mr. Dey recognized the district's Ford Scholarship recipients as well as the National Merit Scholars.

Dr. Balderas announced that this would be the last board meeting of the year for the student board representatives. He highlighted that the students had the opportunity to learn about district decisions, funding, and policies that directly affect student learning.

Dr. Balderas said staff was hopeful after the passing of the Students Success Act. He estimated that if the Students Success Act was fully implemented it would mean about 14 million dollars would go to 4J each year. He stated that they would continue to work within the budget to address needs in their schools.

Dr. Balderas acknowledged that they had seen growing behavioral and mental health concerns, and highlighted that they had added counselors to every school. He added that the district had hired over 100 support staff since 2014-15, adopted social-emotional learning curriculum to support students, and culturally-responsive Positive Behavioral Interventions and Supports (PBIS). He emphasized that if they received additional funding, they would focus on four buckets of improvement: expanding student learning time, reducing class sizes, student health and safety, and well-rounded education. He stated that he was excited to work with community to spend the money correctly.

VI. RECEIVE REPORTS FROM HIGH SCHOOL REPRESENTATIVES

Mr. Refe reported for ECCO High School. He thanked the board for the progress made at their school. He reported that students and staff at ECCO were curious to find out how they would learn more about their new school over the summer, including how they will deal with transportation and child care as well as what their start dates would be.

Ms. Mitchell reported for North Eugene High School. She noted that all seniors had come to school in their decorated caps and gowns. She shared that they just got done with their last band and choir concert. She recognized the track team members that went to state, and announced that she was running for ASB President.

Ms. Chihorek reported for IHS. She was excited to announce that she and Ms. Brinkley were elected to serve as student board representatives again next year. She shared that student government had change in leadership, and that IHS graduation programs would be held later in the week. She said two new IHS teachers had been hired to accommodate the growing student population. She thanked Ms. Sundgrenz for her support of herself and her classmate Ms. Brinkley.

Ms. Shepard reported for Churchill High School. She shared that everything was wrapping up: they had their last band and choir concert and senior awards night happened last week. She thanked everyone on Board for the opportunity to serve as a student advisory panel member.

Ms. Abraham reported for Sheldon High School. She congratulated the girls' softball team for becoming state champions. She announced the new representative for Sheldon High School was Cassey Hampton, and thanked board members for the learning experience.

Ms. Levis gave a report on behalf of Ms. Huang for Sheldon High School. She stated that ASB candidates had been voted on. They were organizing a school supply drive to collect unused supplies and would give them to students in need next year. She noted that the spring play, titled "Be More Chill," would be performed on June 15 and 16.

VII. CONDUCT A PUBLIC HEARING ON THE 2019-20 BUDGET

In accordance with Oregon's Local Budget Law, the District has held four Budget Committee meetings this year, beginning in January, to review, discuss, revise and approve the 2019-20 budget. A public comment period was offered at each of the budget meetings.

Chair Hays opened the public hearing at 7:53pm.

Debra Johnson said she had been a nurse in 4J school district for over twenty years. She noted that she had little to add from her statements at previous meeting. She stated there was a

landmark study published in 2011 in the Journal of School Health that quantified the total direct cost of personnel handling the duties of a school nurse at about \$133,000 per school, per year in dollars from 2011. She highlighted that not having a school nurse can cost more than having one. She strongly encouraged the Board to add nurse positions to the budget for the health and safety of students.

Katie Davis said she was a parent of a first grader and incoming Kindergartener. She stated that her son at Camas Ridge was attacked by another student during project time. She shared that her son was choked by another Kindergartener who went on to choke other students. She said this was not an isolated incident, and urged the Board to provide additional funding for behavior programs and support staff.

Amanda Robinson said she was a parent of three children that attended Camas Ridge. She thanked the Board for helping to pass the Levy. She stated that she appreciated the recommendation to add one additional behavioral support staff to each school, but urged them to consider piloting programs at schools with more behavioral support needs.

Mya Rabase said she recognized and appreciated the district's responsiveness to growing behavioral issues in 4J schools. She urged the district to allocate TOSA (Teacher on Special Assignment) funds. She proposed Camas Ridge, Awbrey Park and Mc Cornack Elementary Schools host a pilot program to explore solutions to ongoing behavioral challenges. She urged the Board to use data from these pilot programs to help make decisions.

Chair Hayes closed the public hearing at 8:02pm.

VIII. ITEMS RAISED BY THE AUDIENCE

Chair Hays read the district and board policy on providing public comment.

Jennifer MacPherson said she was a 4J parent and employee at Camas Ridge. She thanked the Board for the work on the levy, and said she was glad some schools were piloting programs to help deal with behavior issues. She said that as a school secretary, she typically only had time to do administrative work before and after students were present at school because of the increasing behavioral issues. She said she welcomed a TOSA pilot program to deal with behavioral issues.

Jaime Hock said she had been a school psychologist for the past fourteen years. She applauded the Board for starting to pay attention to the increase in behavior and health issues. She shared that on a typical day, she did not have time to sit down the entire day. She stated that she saw significant positive changes from having an additional staff, and advocated for having a behavioral TOSA.

Larry Lewin said he was a retired 4J school teacher. He asked the Board to share with the public their replacement process, procedure, and timeline for replacing Ms. Sundgrenz for the two years left in her Board office time.

Roscoe Caron said he no longer wished to speak.

David Abramowitz said he was a retired 4J special education teacher and a member of the 4J Equity Committee. He shared that he was here to talk about an action for a future meeting because he was concerned about the decision to purchase a property for the rehousing of the

Community Living Program (CLP), which had been based in apartment complex near Sheldon for over thirty years. He questioned why that there was a disconnect between the vision of Education Support Services and CLP staff.

IX. COMMENTS BY EMPLOYEE GROUPS

Tad Shannon, president of Eugene Education Association (EEA), said he was optimistic about the passage of the Student Success Act. He thanked the members of EEA and the Oregon Education Association members across the state who worked hard to convince legislatures this was the time to pass the Student Success Act. He thanked the community for voting to support the local levy. He urged the board and district to seek the advice and counsel of people responsible for the day-to-day work in the classrooms. He highlighted that individual stories shared at Board meetings illustrated the results of a lack of investment in adequately staffed buildings.

X. COMMENTS AND COMMITTEE REPORTS BY BOARD MEMBERS

Mr. Torrey told members of the budget committee that he was most likely going to bring up an amendment to what the Budget Committee submitted to the Board for passage at the next meeting. He said he would recommend that they use reserve funds in the amount of \$750,000 (7 FTE) to set up a side account to be used for additional nurses, help for behavior concerns, and help for emotional support.

Ms. Levis said she was excused from the last budget meeting to attend a community meeting to understand and confront white nationalism as it applies to schools. She said she felt good about the community members who were present to address the issues raised. She thanked the community for voting for the levy. She shared that they cut over 76 million dollars out of the 4J district in the past ten years she was on the Board, and she believed with this new money they would be able to dream again.

Ms. Nittler thanked people for the work they did to pass the levy, Camas Ridge families in particular. She said she was curious about the issues raised by the public related using TOSA to address behavioral issues, and wanted to learn more about it. She stated that papers had already been filed against the Student Success Act, so they should prepare for that. She shared that she attended the Eugene Education Fund Grant Night, and highlighted that every school would receive at least one grant.

Ms. Walston thanked Ms. Sundgrenz for her service on the Board. She thanked all of the student advisory panel members. She hoped they would continue to talk about lunch times as they rolled out the self-managed nutrition program next year. In reference to the possibility of additional funds from the Student Success Act, Ms. Walston hoped there could be continued discussion about increasing the amount of time allocated lunch time for students and staff, beyond the current 30 minutes; she also stated she hoped there would be consideration of adding additional music instruction in middle schools.

Ms. Newman said it was heartening to have lawmakers that passed the Student Success Act and community members who passed the levy. She highlighted that Senate Bill 13 was another important piece of legislation. She stated that she was happy to see that 20% of revenue from Student Success Act was going to be invested in early learning.

Ms. Sundgrenz asked the Board to accept her resignation effective June 30. She said it was a privilege to serve on the Board. She emphasized that she was most proud of the strong community partnerships that were built to pass the levy and re-build three aging schools. She noted that the remaining Board members would accept applications and appoint a replacement for remaining two years in her term.

Chair Hays said they would be moving into the process of finding someone to serve the remaining two years in Ms. Sundgrenz's term now that they had received her resignation. She shared that she had just attended the first graduation ceremony of the season, and hoped that the Board would continue to be invited to graduation ceremonies throughout the district.

XI. CONSENT GROUP - ITEMS FOR ACTION

MOTION: Ms. Levis, seconded by Ms. Nittler, moved approval of the Consent Group.

VOTE: The motion passed unanimously, 7:0.

XII. ITEMS FOR INFORMATION

1. Receive Superintendent's Evaluation

Chair Hays said the Board's evaluation focused on his overall performance as well as his performance on five key goals: educational excellence with equitable access and outcomes for every student, multiple pathways to student success, connection with the community, world-class workforce, and sustainable stewardship. She shared that Dr. Balderas had scored well in all of these areas. She said he worked to support student success in all ages, and had an eye for leveraging resources through partnerships. She noted that he did an excellent job with connecting with the community, and also had success in improving the district's financial security as well as using targeted funds to address emerging issues. She concluded that Dr. Balderas demonstrated excellent leadership for the district as well as the community of Eugene.

Ms. Hays asked the Board if there was any objection to the Chair and Vice Chair working with the Superintendent on his contract update. There was no objection.

2. Bond Update: Edison Elementary School

Ms. Delf shared that the two South Eugene elementary schools would be constructed consecutively using a combination of prefabricated space and portable classrooms. She said before they began work on school design, they would hold community meetings to provide information about the process as well as to discuss the input they heard from the community about the building design.

Mr. Spain said they were currently in the selection process for the architects, and had interviews scheduled for the following week.

Ms. Delf noted that once they had architects on board, they would have a second community meeting to continue to conversation.

Mr. Torrey asked how they would communicate with people in North Eugene about the transition periods during construction.

Ms. Delf responded that they had been in communication, and would continue the conversation into the fall. She clarified that the move would happen the following summer, not this summer.

Ms. Walston shared that she thought the forum they had in March was effective, and wondered if the forum at these meetings would be similar.

Ms. Delf replied that there would be some similarities.

XIII. ITEMS FOR ACTION

1. Approve Resolution 2019-21 - Relating to Coburg Community Charter School's Request To Give Priority Enrollment To Students Residing Within Previously-Established Attendance Boundaries

Ms. Nesbit said the key questions on the table was whether they should allow the Coburg Community Charter School to give priority enrollment to students residing within particular attendance boundaries, and if so, to what degree. She stated that the amendment would address how the geographic priority in combination with the sibling priority would be administered. She clarified that the Board would not be granting a permanent authority to Coburg Community Charter to give priority enrolment based on geography.

Mr. Torrey said they passed a one-year resolution in March, and asked how this proposal differed from what they passed previously.

Ms. Nesbit replied that in April, the Board approved Coburg Community Charter to use the geographic preference of 50% for one year. She clarified that the current resolution was a contract amendment for a longer term. She added that it would provide Coburg and 4J with more stability.

Mr. Torrey asked if the charter school had the option to ask for future amendments.

Ms. Nesbit answered that parties could always come back to the table to modify agreements.

Ms. Newman asked if that meant the 4J Board could come back and modify this agreement as well in the future.

Ms. Nesbit clarified that they would need to incorporate a provision that would allow them more flexibility, and cautioned that this provision would apply to both parties.

Ms. Walston said she thought this was a good compromise to move forward.

Ms. Nittler said she would support the resolution, but shared that she did not believe one school should be able to have an exception with regards to geographic preference.

Ms. Sundgrenz said she believed this resolution was a way to help Coburg attract more diversity.

Mr. Torrey said he believed Coburg Community Charter would very quickly exceed 50% and was considering amending the amount to 55%.

Ms. Walston provided a second for the purpose of discussion.

Mr. Torrey said he believed they would eventually need to have an open discussion in Coburg about whether or not Coburg Community Charter School would become a community school.

Ms. Newman said she wondered if their intent was to increase the percentage of geographic priority until it reached 100% or if their intent was to look at an equitable approach to charter schools that would benefit the community. She added that she hoped there was a way for them to have this conversation before the end of the ten-year contract.

Ms. Levis said she would not support the amendment, and reminded everyone that although there was a 50% preference, Coburg community members could still apply to attend the schools even if they were not included in the 50%.

Ms. Nesbit said the Board did not need to make a decision at the meeting, but should provide clarification to staff about whether or not they wanted an agreement in the contract to come back to the table and discuss it before the end of the ten-year timeline.

Chair Hays said she believed this was an important conversation, and replied that the Board would put it on their long-term plan to discuss.

Dr. Balderas said he believed it was implied in the proposal that there would be an ongoing discussion about the contract.

MOTION: Mr. Torrey moved, seconded by Ms. Walston, to amend Resolution 2019-21 – Relating to Coburg Community Charter School’s Request To Give Priority Enrollment To Students Residing Within Previously-Established Attendance Boundaries – to increase the percentage of geographic priority to 55%.

VOTE: The motion failed, 1:6.

MOTION: Ms. Walston moved, seconded by Ms. Levis, to approve Resolution 2019-21 – Relating to Coburg Community Charter School’s Request To Give Priority Enrollment To Students Residing Within Previously-Established Attendance Boundaries.

VOTE: The motion passed unanimously, 7:0.

2. Approve Revised Board Letter of Support for the Kindness Campaign.

Chair Hays said she had revised the letter to include signatures from all Board members. She noted that in the future she would prefer they not require all Board members sign letters.

Ms. Newman said she was thankful for having all signatures, so the community knows that the full Board was in support of the letter.

Ms. Levis said she thought they needed clarity in the future, so that there was not a situation in which Board members were pressured into signing something they did not support.

MOTION: Ms. Newman moved, seconded by Ms. Sundgrenz, to approve Revised Board Letter of Support for the Kindness Campaign.

VOTE: The motion passed unanimously, 7:0.

XV. ITEMS FOR ACTION AT A FUTURE MEETING

1. Consider Initiating the Process for Middle and High School Social Studies Curriculum Adoption

Ms. Penrod said they came to ask the Board to initiate the 6-12 social studies curriculum adoption. She shared that their last adoption for social studies was 2004, and the materials they had were very dated. She said they had an opportunity to align their curriculum at this time, and noted that the instruction department had allocated resources to adopt this new curriculum.

Ms. Nittler asked if they had talked about delaying curriculum adoption for elementary.

Dr. Balderas replied that they had discussed delaying curriculum adoption for elementary, and clarified that this was core adoption.

Ms. Walston shared that she hoped they would start teaching Civics again.

Dr. Balderas replied that it was one of his goals.

2. Consider for Approval the Purchase of Real Property – Community Living & Connections Programs

Mr. Spain stated that he went on a search for a property to fulfill majority of requirements of the Community Living and Connections programs. He said the property they found was commercially zoned property, and the process of changing the zoning would take six months.

Ms. Linder shared that they had students in a post-high school program that fostered independent living. She added that there was a program in the community that was focused on job-readiness as well. She said when they were searching for a property, they had asked for the potential to have model kitchens and living spaces as well as a close proximity to stores and bus stops. She added that they had a great experience working with the previous apartment complex, but were looking to grow and expand the program.

Ms. Levis asked about testimony earlier in the evening that the program was required to be in the Sheldon area.

Ms. Linder replied that she did not believe the program was required to be in the Sheldon area.

Ms. Levis asked how many employees would be working in the building.

Ms. Linder replied that it depended on how quickly they combined the two programs, but noted that they currently had seven staff members.

Ms. Levis asked about impact of the property on the surrounding community and if there would be a need to have community meetings.

Mr. Spain replied that they immediately thought of a duplex or triplex property when they began the search because of the kitchen and living space requests. He added that there was an adjacent elementary school property with bus drop-offs that they would use.

Ms. Levis asked for information to address an email the Board had received.

Ms. Walston asked if they could get more clarity on the reference to the program needing to be in the Sheldon area.

Ms. Newman asked about Career Technical Education opportunities.

Ms. Linder replied that in school year 2021, they may have a preschool located on the property. If that were the case, it would be an opportunity for their students to work with the preschool program and provide some level of support.

Ms. Newman asked what the staff involvement in the design was.

Ms. Linder replied that they had not started that process, but the next step would be to walk through with staff.

3. Consider Board Resolution to Improve Access and Efficiency of Safety Information by Designating the District's Public Safety Office as a Law Enforcement Agency

Ms. Vandercar said they wanted the ability to access information that is available to police departments. She shared that Oregon law allows the district to request the Board designate the district public safety office as a law enforcement agency, which would give them access to information they do not currently have and easily facilitate background checks.

Ms. Delf said this was effectively an administrative change that would allow the district to have access to law enforcement criminal information systems. She clarified it was not intended to change the district's stance on working with the local police department.

Ms. Nittler asked if their job would be to conduct background checks on all volunteers.

Ms. Delf required that it was their job now, and clarified that this resolution would allow them to have direct access to additional information, making it more cost effective and efficient.

Ms. Nittler asked how this would affect grants the district had received to provide background checks to volunteers.

Ms. Delf replied that the grant did cover the required background check for volunteers, but added that if there was a need for fingerprinting, the district would have to cover that cost.

Ms. Newman asked when they would need fingerprinting.

Ms. Vandercar responded that they would need it when they were fairly certain someone could be alone with a student as well as contractors.

Ms. Sundgrenz asked who would have access to the database.

Ms. Vandercar replied that whoever had access would need to go through some type of required training.

Ms. Delf added that information in the database would be confidential.

4. Consider Approving Revisions to Board Working Agreements

Ms. Levis shared that the Board had asked a subcommittee to look at working agreements. She said the subcommittee had compiled instructions for working agreements to help onboard new members. She noted that she would like to take another look at the draft before sharing it with the Board, and highlighted that categories included governance, meeting agreements, leadership, planning and evaluation.

Ms. Walston added that in reorganizing the working agreements, they aimed to be more closely in alignment with Board policy. She noted that they also attached the Oregon law pertaining to public meetings.

Ms. Sundgrenz asked that they clarify the email policy to reflect that the Board Chair should respond to all emails with the exception of emails addressed to a specific member.

Ms. Nittler said she believed the sections that address visiting facilities and communication should be clarified to reflect whether or not something can be done in an official or unofficial capacity.

5. Consider Adopting Resolution 2020-01 Adopting the 2019-2020 Budget, Making Appropriations, Imposing and Categorizing Taxes

Dr. Balderas said the Board had already gone through numerous meetings on this topic, and stated that the budget resolution would be up for adoption at the next meeting.

Ms. Levis asked Mr. Torrey to provide a draft of the proposed amendment to the budget that he mentioned earlier in the meeting.

6. Approve Revisions to Board Policy GCDA/GDDA – Criminal Records Checks and Fingerprinting

Ms. Nesbit said they already had a district policy on criminal records checks and fingerprinting, but needed to update it to be compliant with current law. She noted that the law permitted

districts to use discretion with regard to which volunteers were required to submit their fingerprints.

Ms. Newman asked if this change would include the mentor program.

Ms. Nesbit replied that the mentor program would not be included in the new policy because the volunteers were supervised.

XVI. SUGGESTIONS BY THE BOARD FOR CONSIDERATION OF ITEMS AT A FUTURE MEETING

1. Meeting Dates:
 - a. June 19, 2019 – Regular Meeting

Dr. Balderas said he would work with staff and Board leadership for a process for Board member replacement.

XVII. ADJOURN

Chair Hays adjourned the meeting at 10:05 p.m.

(Recorded by Erin Hagen)

Dr. Gustavo Balderas
District Clerk

Anne Marie Levis
Board Chair

**MINUTES OF THE WORK SESSION & REGULAR MEETING
OF THE BOARD OF DIRECTORS
SCHOOL DISTRICT 4J, LANE COUNTY, OREGON**

June 19, 2019

The Board of Directors of School District No. 4J, Lane County, Eugene, Oregon, held a regular meeting at 7:00 p.m. at the Education Center, 200 North Monroe Street, Eugene, Oregon. Notice of the meeting was mailed to the media and posted in the Education Center on June 14, 2019, and published in *The Register-Guard* on June 19, 2019.

ROLL CALL

BOARD MEMBERS:

Alicia Hays, Chair
Anne Marie Levis, Vice Chair
Eileen Nittler
Judy Newman
Evangelina Sundgrenz (called in)
Jim Torrey
Mary Walston

STAFF:

Dr. Gustavo Balderas, Superintendent of Schools
Charis McGaughy, Assistant Superintendent for Instruction
Kerry Delf, Chief of Staff
Brooke Wagner, Director of Elementary Education
Cheryl Linder, Director of Student Services
Cydney Vandercar, Assistant Superintendent for Administrative Services
Christine Nesbit, In-House Counsel
Oscar Loureiro, Director of Research and Planning
Lisa Fjordbeck, Executive Assistant / Board Secretary
Carole Knapel, Capital Improvement Program Manager
Sue Wilson, Curriculum Administrator
Holly Langan, Support Services Manager
Leila Schuck, Education Administrator
Kari Skinner, Safety Officer
Jose Alvarez, Nutrition Services
Jennie Kolpak, Nutrition Services
Jill Cuadros, Nutrition Services

MEDIA: Register Guard, KRVM, KVAL.

OTHER: Tad Shannon, Sabrina Gordon, Eugene Education Association; John Stapleton, Pivot Architecture.

I. REGULAR MEETING

Chair Hays called the regular board meeting to order at 7:00 p.m.

II. CALL TO ORDER, ROLL CALL, FLAG SALUTE

Chair Hays led those present in the flag salute.

III. AGENDA REVIEW

Dr. Balderas moved Agenda Item IX, Items for Information, No. 6 to No. 2. There were no objections.

IV. INTRODUCTION OF GUESTS AND SUPERINTENDENT'S REPORT

Dr. Balderas stated the board would be asked to approve or reject the budget for the 2019-2020 academic year. He would recommend approval as presented. While 4J had made sustainable additions to its budget in recent years, there always seemed to be more need than funding.

Dr. Balderas reported the budget being presented was \$2.5 million above the current adopted budget in order to help support students, specifically students with behavioral concerns. If the board wished to encumber any dollars, Dr. Balderas recommended identifying a specific amount and area (such as health and safety). Staff would then work through internal processes to identify a spending plan which the board would vote on in August 2019.

Dr. Balderas noted the board received multiple emails regarding the district potentially being designated a "law enforcement agency." Dr. Balderas read an excerpt of Oregon law, which stated the Oregon Police Department may enter into an agreement to allow access to state and national criminal offender information systems. Oregon law also allowed school districts to establish a law enforcement agency within the district to employ staff as peace officers when carrying out duties of employment. The district's public safety office therefore could become a law enforcement agency, to enable direct access to criminal data systems for purposes such as background checks.

Dr. Balderas clarified that designating the district safety office as a law enforcement agency didn't mean it would change or end its partnership with the Eugene Police Department to provide school resource officer programs. Dr. Balderas reiterated the sole purpose was to access records, in order to more easily protect students from potential applicants for employment, volunteering, etc. It would also save the district money, as each background check cost \$60-70.

Dr. Balderas confirmed the district would never arm 4J staff, have police uniforms, or have district-run police cars. He emphasized that the district and community did not want that, it simply wanted greater access to data.

Dr. Balderas shared that high school graduations completed over the past week. He thanked staff for commitment to students.

With the support of the community, the district was able to pass a bond in 2018. Dr. Balderas gave a special thanks to the board for their leadership in that effort. He also thanked three board members, Eileen Nittler, Evangelina Sundgrenz, and Jim Torrey, for their service, as they were leaving the board.

V. ITEMS RAISED BY THE AUDIENCE

Chair Hays read the board and district policy on providing public comment.

Keyshawn Marquis graduated from Churchill High School the past week. He provided his point of view on the district becoming a law enforcement agency, and thus removing Kevin Summerfield and Mr. Galago from their positions of campus supervisors. Mr. Marquis acknowledged that many people thought money was the root of all evil, but in his opinion, fear was the root of all evil. In the current case of the district, Mr. Summerfield and Mr. Galago put a lot of positivity into the universe and would do anything to help youth. Mr. Marquis said statistically, African-American kids couldn't afford college when compared to other demographics. Mr. Summerfield fought that inequity, and helped Mr. Marquis, among others, receive thousands of dollars in scholarships. Mr. Marquis concluded that he hoped more thought would be put into the decision.

Josh Burstein was a 4J parent and also sat on the Budget Committee. He urged the board to adopt the improved budget. The Budget Committee worked very hard on its creation, and although it wasn't perfect, it was important to note that there were investments into behavior supports. He also highlighted there was another year with no furlough days and no layoffs. Mr. Burstein moved to the topic of nutrition services and urged the board to expand the free breakfast and lunch program beyond current service locations, to include the two highest needs high schools (Churchill High School and North Eugene High School).

Jennifer Scurlock was a teacher at Churchill High School. Ms. Scurlock was recently contacted to find out the school may lose Kevin Summerfield and Mr. Galago, it's amazing campus supervisors. The school community needed the board to understand they were much more than a position or campus supervisor. They stood up for students of color, of LGBTQ+, of lower economic status, and went above and beyond in mentoring and encouraging all students. It was not unheard of the pair helping kids get scholarships or meeting with families of color prior to their child's enrollment to ensure their safety. Additionally, building relationships took years and commitment. It took heart and intellect - it couldn't be any type of person in that position. Mr. Summerfield and Mr. Galago were the best of the best. It wasn't by accident that Mr. Summerfield received an award from Representative Peter de Fazio during the Dr. King march a few years ago. Ms. Scurlock shared Mr. Galago was the one who reinvigorated the Polynesian Student Union at Churchill High School. She asked the board to please reconsider and not rush to make a decision that would have huge impacts.

Francoise Rowe-Pendleton was a 4J parent of two students. She came to echo previous comments regarding the district designation as a law enforcement agency. The choice appeared to re-designate current positions which were very valuable to the community, and were critical for students, especially those of color. Ms. Rowe-Pendleton highlighted the fact that children of color often didn't have the same access and opportunities for higher education when compared to their white counterparts. The campus supervisor positions were about relationship building, which was particularly important in the nation's and state's current political climate. Campus supervisors instilled discipline, leadership, skills, and they supported students. She urged the board to postpone any vote and ensure that impacted families became involved. Finally, Ms. Rowe-Pendleton asked the following questions: what community outreach was done; how parents were (especially those impacted) notified; what equity lens was used, and what were the unintentional impacts; and what was the ethnic racial breakdown of impacted staff. She thought those were four critical questions that needed to be answered as part of their decision, and that required more time.

Aura Solomon had worked as a counselor in the district for the past five years. She was familiar with three of the five 4J high schools and was concerned that the decision to turn campus supervisors into campus security would militarize the campus and its supervisors. Each of the

campus supervisors, with their unique cultural perspectives, brought in valuable gifts in building a positive school climate. Regimenting, uniforming, militarizing and focusing more on security and fearmongering would interrupt that process. At Sheldon High School, Darren Henry had run an all-year chess tournament, which pulled together all different factions of the Sheldon community. Kevin Summerfield at Churchill High School had supported and ran different affinity groups, like GSA, Black Student Union, Latinx Student Union, and Native American Student Union, which also built community. Ms. Solomon believed the best way to keep campuses safe and secure was by making sure everyone felt welcome, connected, and like they belong. She thought the decision would undermine the already good work happening, and asked the board to postpone its decision until the community could weigh in.

Leah Dunbar spoke on behalf of Churchill High School, where she taught for 19 years. Due to her longevity, she was very familiar with the school's culture which was unique, diverse, positive, and focused on relationships. Mr. Summerfield and Mr. Galago were an essential piece of that culture. Ms. Dunbar stated equity was not about making things the same; she thought the policy to reassign campus supervisors into a security role seemed equitable on its face, however, it would have the opposite impact. Secondly, if intentions were not racist but the impact was, the action/decision was still racist. The decision would impact the community in incredibly devastating ways, particularly for the district's most vulnerable students. Ms. Dunbar asked that the district and board be culturally responsive and respectful of a distinct community that Churchill had spent years cultivating. She concluded it started with how they treated employees.

Jesse Kidd graduated from Churchill High School that month. He stated a large part of his success was due to his role model, Kevin Summerfield. With the district's proposed changes, students, especially students of color, would be negatively impacted. Mr. Kidd wanted to make several points. First, in school, trusting relationships were everything, and putting adults in uniform put up an immediate barrier. When Mr. Kidd saw someone in uniform, he had an immediate gut reaction to walk away, and that reaction was much worse for students of color. Second, Mr. Summerfield and Mr. Galago, along with many other supervisors, were uniquely situated as men of color who represented their cultures through actions and dress, to educate and mentor students of color. They made students feel they were safe in their own skin. In uniform, that same representation would not happen. Third, laying off campus supervisors and asking them to reapply for the position was an insult to their professionalism and talent. Finally, the community did not want an increase of police in schools. Churchill High School would not feed nor facilitate the school to prison pipeline.

Wes Flinn was there as a parent and 4J administrator. Mr. Flinn wanted to discuss the philosophy and education program that ran over the past five years or so. He offered his support for the program and advocated for the district's continued help. The program helped elementary students cultivate empathy while developing an open-minded attitude and becoming comfortable with discomfort when dealing with complexities and ambiguities - skills students needed in the world. Mr. Flinn watched Camas Ridge Elementary students' eyes light up as they built a community of inquiry and engagement in scholarly, philosophical discussions, which Mr. Flinn considered to be one of the underpinnings of democracy. Camas Ridge students had been lucky enough to experience the program. Often conversations stuck with students beyond the classroom walls and spilled onto the playground or elsewhere. This happened not because a teacher was present, but because those young minds were galvanized by a powerful idea they just discussed in class. More than once parents shared amazement at the rigor of thought their children had given to important ideas connected to ideas like ethics, race, gender identity, aesthetics, etc. Mr. Flinn said the program's structure caused students to be excited to have

those discussions, which was often missed in traditional academic settings. Mr. Flinn urged the board to consider the benefits of the program.

Kate Becker was the 4J staff coordinator for the middle school lunch mentor program. That year, there were 113 community members who volunteered as mentors making a difference in the lives of 131 students across all eight 4J middle schools. Ms. Becker thanked the board for prioritizing the program. Counselors reported increased attendance for students, not only on mentor days but across the board, increased positive peer relationships, and an increase in social skills. Ms. Becker acknowledged that during the meeting, the board would decide to potentially change the background check procedure that would involve volunteers who were middle school mentors. Ms. Becker was hugely pro-safety and supported anything to keep students safer, especially students already at risk. Ms. Becker stated that next year, she wanted to recruit 150 mentors; however, background checks cost \$75 per person, for a total of about \$11,250. She wanted to know what the plan was to fund the program costs. Ms. Becker requested a grant from EEF and was denied. Ms. Becker said the mentor program had a diverse population of mentors, from recent high school graduates to retirees. The diversity was hugely beneficial to all mentees. Unfortunately, many of those mentors would not be able to pay the \$75 out of pocket, making the volunteer opportunity harder to sell. Ms. Becker wanted to ensure there was a plan in place to maintain the program while also keeping students safe.

Maya Rabasa shared a 4J success story. She had just come from a performance by Escape Dance Academy, owned by 4J alumni, where two elementary classes collaborated on a dance together. It was a successful endeavor. Ms. Rabasa also asked the board to postpone their decision and to solicit feedback beforehand. Over the past year, she had seen the board respond to public input. She hoped they found the same importance and value in the current process as well.

Ela Meadow was a freshman at Churchill High School. Ms. Meadow objected to Mr. Summerfield and Mr. Galago being laid off and asking them to reapply as security guards. She thought it was insulting and would entirely change the climate of Churchill High School if they were in uniform. Mr. Summerfield and Mr. Galago were figures who provided support and outreach to students, especially those of color. She saw them as the backbone of Churchill's unique community. Mr. Summerfield and Mr. Galago offered a place for students to discuss and expand on topics that weren't always touched upon in class. Both employees encouraged students to pursue what they loved and did so on a personal level. They offered a unique support system, and Ms. Meadow thought it very important they don't wear uniforms, as it would deter students from reaching out.

Nancy Willard spoke in relation to the student climate survey, as the results were shared later that evening. Ms. Willard said there was a pattern of the district and board seeing survey results without change. Over the past decade, results exemplified how frequently students were being bullied and/or harassed and how often students had witnessed bullying. Ms. Willard shared that 10.5% of secondary students observed bullying once a week or more; 5.9% had been bullied once a week or more; 10% witnessed harassment once a week or more; and 5.5% had been harassed once a week or more. Students reported being harassed about physical appearance, disability, gender, sexual orientation, race, socio-economic status, and religion. Ms. Willard said the plan that would be presented to the board that evening was missing four essential components and would not be successful (the components were emailed to the board). She concluded the level of harassment caused toxic stress and profound harm to students.

Amanda Hvass approached the board in October 2018 because her son's special education class was having a lot of problems. She thanked the board, because there had been changes and the year turned out great. Ms. Hvass also thanked the district for choosing to send all special education kids to summer school, without requiring students to qualify by showing significant loss. Additionally, two special education classes received two extra sessions on top of summer school. On top of that, her son would be able to receive tutoring services. Ms. Hvass felt overwhelmed by the board's responsiveness to the classroom's struggles and was very thankful.

Meadow Benedict knew Mr. Summerfield for years prior to his employment at Churchill High School. She explained he pushed for black student unions at other high schools and also started one at Lane Community College (LCC). Ms. Benedict shared that Mr. Summerfield had been extremely supportive of her son, and had improved her son's life by educating him, along with other students about black history. He supported all students and always made himself available to talk. Ms. Benedict said it would be a disservice for the many black students who looked up to Mr. Summerfield and Mr. Galago if they were to switch positions. She asked the board to keep the two positive men, who had gone above and beyond, in their current roles.

Gordon Lafer thanked board members for their time. He expressed concerns about the changing role of campus supervisors. His understanding was that campus supervisors engaged in campus safety mainly through forming relationships and trust with students, so they could anticipate and deal with potential situations in a way that diffused them. Mr. Lafer said the new position was fundamentally different and was defined by the State Department of Public Security and Safety as "unarmed security personnel." By state definition, unarmed security personnel could still carry pepper spray, batons, etc. Mr. Lafer explained security personnel received training that was more oriented to corporate security and was primarily around use of force. Mr. Lafer said his understanding was that the district may not be able to prohibit the use of force that was included in the certification program. Lastly, he thought there might be other ways to conduct criminal background checks, such as having one supervisor do the training and thereby get access to the state database.

Darren Henry had been a campus supervisor at Sheldon High School for 25 years. He had two points to make. First, it came to his attention that campus supervisors could be moved from school to school by the district. He thought doing so was a mistake because the longer a supervisor stayed on one campus, the better they knew the kids, school, and parents. For example, campus supervisors knew the students that had panic attacks, diabetes, seizures, etc. A longer tenure at one campus provided invaluable knowledge that took time to build. For campus supervisors to switch schools would mean to start over again. Additionally, campus supervisors did other things besides supervise. They helped with sports and other activities, for example. Finally, it was difficult for Mr. Henry to understand the need for uniforms. Kids respected him already. He suggested that if campus supervisors had to wear uniforms, that they be school colors, and avoid printed labels such as "security" or "monitor." For at risk, and especially undocumented students, any sort of uniform resembling a security guard was scary. It was not trauma informed to have security outfits in school.

VI. COMMENTS FROM EMPLOYEE GROUPS

Tad Shannon, president of EEA, reported he was retiring at the end of June 2019. Mr. Shannon reiterated the comments made by the public. He thought if any decision changed the student and campus supervisor relationship, it should be reconsidered. Mr. Shannon used to work at Churchill High School and vouched for the valuable work done by Mr. Summerfield.

Ms. Shannon noted the legislature passed the Student Success Act (SSA) which would provide more funding to all schools in Oregon, for the first time in at least 20 years. Mr. Shannon had been part of the district for 20 years and it was the first year the board wouldn't wrestle with difficult decisions around furlough days, program eliminations, layoffs, etc. About \$2.5 million was part of the SSA proposal. School funding opponents were already trying to take away this investment, so it was important supporters began advocating for the bill. If SSA made it to the ballot, Mr. Shannon was confident Oregonians would see its value to education. SSA could provide an opportunity to make decisions that would revitalize 4J schools.

Sabrina Gordon would act as EEA president, beginning Fall 2019. Ms. Gordon thanked Chair Hays for an opportunity to explain an effort by 4J and EEA, called the instructional seminar series. Ms. Gordon explained it was a series of professional development seminars for teachers. It was a good example of a joint project between the two bodies that had a big impact.

Ms. Gordon said there were 77 participants that year, including teachers from 4J and Bethel School District, school board members, and instructional assistants. The sessions were planned by EEA's instructional committee, which had some Teachers on Special Assignment (TOSA) sitting on it. TOSAs were aware of district goals, so it was valuable when planning the sessions. Additionally, EEA ensured they chose, and planned sessions teachers wanted. Ms. Gordon explained 4J helped support the effort by providing a coordinator at .2 FTE. She concluded that without the coordinator, it wouldn't be possible to plan and host the seminars.

VII. COMMENTS AND COMMITTEE REPORTS FROM BOARD MEMBERS

Chair Hays thanked folks for providing public comment and discussing the important work of campus supervisors. She explained there were two separate issues that came forward simultaneously, due to poor timing. The first part was on the agenda, which was to designate the district as a law enforcement agency, solely so the district had access to the database. There would be limited employees who had access (likely in Human Resources) and who would be trained.

Chair Hays wanted to be clear that the board was not making a decision around staff members' positions. The board could influence decisions, but they would not have the final say. She stated the district wanted the types of relationships created by campus supervisors as it was important for students to feel connected.

Chair Hays also addressed the issue of uniforms. The board would never suggest supervisors wear uniforms, but perhaps a polo shirt or something similar. Having an easy way to be identified could be helpful in a crisis. There were conversations that needed to be had, but not by the board.

Finally, Chair Hays noted the district did have an equity tool, which was used in evaluating all potential decisions.

Chair Hays asked Ms. Nesbit to elaborate.

Ms. Nesbit confirmed that what Chair Hays said was correct. Unfortunately, some issues became convoluted and misinformation was out in the community. Ms. Nesbit clarified that no campus supervisors would be laid off. Staff members were asked to continue their employment. At the Union's request, the district would allow any employee who did not want to continue as a

campus supervisor or monitor to volunteer to be laid off and have recall rights to any prior position. The district wanted to treat employees right, but also wanted to acknowledge there was anticipated change.

Ms. Nesbit explained campus supervisors had nothing to do with the law enforcement agency designation. No vote that evening that would affect campus monitors. The resolution to be voted on focused on access to records.

Ms. Nesbit provided some background on bargaining. Over the past couple months, district staff discovered that student supervision assistants actually require a Department of Public Safety Standards and Training (DPSST) certification. The Department of Public Safety and Oregon state law said that when primary duty was to protect people or property or to observe and report unlawful activity, then an individual must have a DPSST certification. When the district attempted to plan trainings for campus supervisors, the district was asked to enter bargaining.

Ms. Nesbit said there had been three bargaining sessions to date. The district could avoid the DPSST certification requirement if the job description changed; however, protecting people and property was the role of a campus supervisor. During negotiations, the district proposed to keep current campus supervisors in an upgraded position. The district and union were currently working through some issues but overall had positive conversations to date.

Ms. Nesbit clarified it was false that campus supervisors would be armed. There would be no type of weaponry (i.e. mace, taser, etc.). The 2018 board resolution was very clear that employees would not hold any sort of weaponry, and the district was bound to that decision.

Regarding uniforms, Ms. Nesbit reiterated the district was talking about polo shirts and not any sort of police uniform that could seem intimidating. So far, they received positive feedback from principals on the idea of uniform shirts. Additionally, whatever uniforms were chosen and whatever job description was created would not be issues for the board to decide.

In terms of the ability to make arrests and use of force, Ms. Nesbit explained campus supervisors would remain district employees and thus subject to district policies, including all policies relating to when and under what circumstances staff could ever touch a student. No one would be compelled to use force based on their certification. Finally, there was widespread misapprehension that employees were not expected to have relationships with students. The district believed that having and maintaining positive relationships was critical to providing campus safety.

Ms. Nittler asked how many employees would have Law Enforcement Data Systems (LEDS) access. Ms. Nesbit said one or two staff members. Ms. Delf would go into more detail later on in the meeting.

Ms. Walston asked if state law on certification changed. Ms. Nesbit said state law did not change. The district wasn't aware of the requirement and recently discovered it. After more research, staff learned campus supervisors were required to do the training.

Ms. Walston asked if, other than the state required training, the positions would follow policies created by the board. Ms. Nesbit said yes.

Mr. Torrey wanted to ensure that during OSEA negotiations, the changes were discussed with campus supervisors. Ms. Nesbit said they were. Mr. Torrey wondered why the district was seeing an uprising now, instead of when bargaining began.

Ms. Nesbit replied that she was not entirely sure. She thought it could be a bargaining strategy. In fact, OSEA's advice was to create publicity around the issue and go to the board meeting to discuss the issue.

Mr. Torrey clarified the board was talking about access to background checks, used to protect students and staff at school. He noted schools needed some support in order for volunteers to come forward, and background checks were a large expense. During public comment, Mr. Torrey didn't hear opposition to background checks but to the firing of great employees; however, that was not happening.

Ms. Nesbit said there would be no break in employment unless the employee wished to enter into layoff status. District administration specifically asked each employee to continue employment and embrace training and mentorship opportunities provided.

Mr. Torrey wondered if the district would be responsible for training costs. Ms. Nesbit said of course, and employees would be on paid time during the trainings. Additionally, the district intended to offer supplemental trainings, such as de-escalation, mentorship, student education records, etc.

Ms. Newman was happy the issue came up, so the board and community could discuss it and gain a greater understanding of why there was pushback. Ms. Newman clarified there was the current position description campus supervisors' officers operated under, but employees didn't have the state required training to be in the role with the position description as is. Ms. Nesbit said yes, the supervisors didn't have the needed certification.

Ms. Newman asked if the district's choice was to provide the training or completely change the campus supervisor position description. Ms. Nesbit responded yes, changes would be needed to ensure folks in the role were not responsible for protecting property or people.

Ms. Newman wanted to be sure she understood the issue entirely. She clarified that the district offered training so employees could stay in their positions, but some people resigned. Ms. Nesbit said no one resigned but the union requested bargaining as was appropriate.

Ms. Levis said the forum didn't give board members a chance to have discussion with concerned audience members. She would stay and talk to folks after the board meeting as long as needed so everyone was heard.

Chair Hays called a ten-minute break.

The board rejoined at 8:32 p.m.

After hearing from Mr. Shannon and Ms. Gordon, the board moved onto board member and committee reports.

Ms. Walston thanked Mr. Shannon and members leaving the board for their service. She also congratulated high school graduates. Ms. Walston stated that during the break, she was able to talk to Kate Becker about the middle school mentor program and access to fingerprinting.

Schools greatly benefited from the mentor program and she hoped the district could find a way to support background checks to continue the program. Ms. Walston acknowledged Mr. Flinn's comment, and noted the philosophy program was great, but she was unsure it was the district's responsibility to help fund a graduate program. She would rather use funds toward K-12 programs.

Mr. Torrey sat on the board for 12 years and shared that the current board was the most efficient and successful experience he had on any committee. He thought members were able to disagree without being disagreeable and support decisions once they were made. Mr. Torrey thanked the community and hoped everyone knew there was no community in Oregon who stood up for students and staff like the 4J community did.

Mr. Torrey also noted the equity lens came up often. He thought everyone could be proud about the district's work on the equity lens as it was effective, and the Oregon Department of Education now used it as a model for all school districts. As important as the tool was for the whole district, it was also important for all board members to use their own equity lens when making decisions. He wished everyone luck in their future endeavors.

Ms. Newman thanked folks for coming, and thanked Chair Hays for providing a break so board members could briefly visit with audience members. Ms. Newman shared that student representative Hannah Mitchell ran for Associated Student Body (ASB) president and won. Finally, Ms. Newman was thrilled to be able to attend high school graduations over the past week. They were inspiring for her.

Ms. Levis said a year ago, the board identified three things it would do: pass a bond measure, pass a levy, and improve graduation rates. The board had laser focus on all three, although improved graduation rates was not a shift that could be done in a year.

Ms. Levis attended three graduations over the past week and spent the past two days at a City of Eugene workshop on community engagement and conversations. The session was part of a program from Heartwood Public Innovators. Finally, Ms. Levis appreciated Chair Hays providing time to engage and connect with the community during the meeting. The more back and forth conversations they had with each other, the better the district would become.

Ms. Nittler said four and a half years ago, she participated on the superintendent search committee. The agency who ran the search said they received more responses from Eugene residents regarding what they wanted in a superintendent than they had ever seen before. Ms. Nittler loved the community's passion and it was one reason she chose to run for the board. Specifically, she wanted to run and work on district wide equity. Ms. Nittler was pleased to no end about the equity work done. It was a good start - there was no end to equity work.

Ms. Nittler thought Mr. Marquis' statement that "fear is the root of all evil" was powerful. Change was scary. She acknowledged there were three board members leaving, causing a certain stop to catch up new members, and that could sometimes be uncomfortable. However, the board changes made by the district and board were slowly but surely coming to good results.

Ms. Nittler attended the Eugene Education Foundation (EEF) grant ceremony. Being on EEF was a mixed experience for her as it was her belief schools shouldn't be funded by donations, and that poorer schools shouldn't subsidize wealthier schools via scholarships. Ms. Nittler acknowledged the grant denied to the mentor program and explained the EEF board thought it was a cost that should come from the district. She hoped the board continued to do equity work

and that the 4J community advocated for ESSA to become law as she thought it would be on the January 2020 ballot. Finally, Ms. Nittler thanked Ms. Fjordbeck for her kindness and work supporting the board.

Ms. Sundgren thanked everyone for coming to the meeting and reaching out to the board. She thoroughly enjoyed working with the community and district staff as a board member. It was impressive what had been done within the district.

Chair Hays was honored to serve as chair for the year. She acknowledged the board met its goals, and it was because every single board member participated and took action.

VIII. CONSENT GROUP - ITEMS FOR ACTION

1. Designate Clerk and Deputy Clerk
2. Approve Resolution 2019-18 making Appropriations Resulting from Transfers
3. Approve Personnel Action
4. Approve Contract Template Update
5. Approve the Maxim Contract for Nursing Services
6. Approve Minutes from:
 - April 15, 2019 Board Meeting
 - May 1, 2019 Board Meeting
 - May 15, 2019 Board Meeting
 - May 22, 2019 Board Meeting

MOTION: Ms. Walston moved, seconded by Ms. Levis, to approve the Consent Group.

VOTE: The motion carried unanimously, 7:0.

IX. ITEMS FOR INFORMATION

1. Bond Update: School Design Vision & Values

Ms. Delf and John Stapleton, Pivot Architecture, presented a PowerPoint entitled “*Community Design Guidance and Educational Specifications for New Schools.*” The purpose was to explain initial steps taken to gather community input for upcoming school builds. Ms. Delf explained 4J voters passed a bond measure that would allow the district to build three new schools, as well as complete other upgrades.

Mr. Stapleton briefly covered the process done by Pivot Architecture. He explained the district’s vision for new schools was captured in a document called an “Educational Specification” (EdSpecs). EdSpecs translated the community’s needs and wants into built environments. It was done through a process of listening and synthesizing responses into a document. Each level of school - elementary, middle, and high - had one.

Documents used while collecting input included:

- May 2002 Elementary School Educational Specification
- August 2007 Shaping 4J’s Future document
- 2013 Elementary School Program Update for new elementary schools
- 4J Vision 20/20 Strategic Plan document 2017
- Long Range Facility Plan Update 2017

Processes used while collecting input included:

- Community Design Guidance Visions and Values outreach process 2019

- User Satisfaction Survey for eight 4J elementary and middle schools 2019
- Updated Technical Specifications 2019
- Teaching and Learning team workshops 2019

Mr. Stapleton shared results from an online user survey done by the district. Parents, students, and staff at eight newer 4J schools were asked what worked well in the building, and what needed improvement. There was a total of 1,200 responses back. Pivot Architecture received a ton of great feedback to work from.

Mr. Stapleton shared that during surveys and outreach sessions, the community was asked to help create vision and value statements around the following topic areas:

- Safety and Security
- Sustainability and Resilience
- Equity and Accessibility
- Teaching and Learning
- Health and Wellness

The intent of the work was to provide the broader community an opportunity to align the upcoming bond projects with community values for all district school projects.

Mr. Stapleton explained group sessions started with large groups, and then broke out into small groups to discuss community values. The work product began with conversations and community members weighing in and evolved from there.

Ms. Delf explained the district wanted to report the work done so far in a public forum, as many were anxious to see progress. Updates were also posted on the district website so all could access the information. Ms. Delf noted the outreach sessions ended with the community selecting a few key statements, as follows.

“Learning environments nurture achievement, inspire growth, and foster creativity.”

- Elements to consider around the statement were:
 - Spaces for teacher collaboration
 - Access to daylight and views for all
 - Learning supports in all spaces, not just classrooms
 - Support for applied and project-based group learning
 - Spaces for multi-modal learning
 - Display spaces for student work, both 2D and 3D

“Buildings foster warm and inviting feelings while prioritizing safety.”

- Elements to consider:
 - Open sightlines
 - Clear vantage points for supervision
 - Few ways in, and many ways out
 - Secure vestibule at main entry
 - Safe access for multiple modes of transportation
 - Reliable technology for access control and monitoring
 - Community supports 4J’s policy for a prepared emergency shelter school in each region

“Buildings empower students, promote inclusion and equity, and provide safe and welcoming environments that meet diverse needs.”

- Elements to consider:
 - Safe and varied environments for eating
 - Gender-inclusive restrooms in all areas
 - Icon-based signage and wayfinding that can be understood by all
 - Buildings are sensitive to the cultures of the people inside them
 - Buildings support varied behavior and learning needs
 - Trauma-informed design strategies

“Spaces promote mental and physical health.”

- Elements to consider:
 - Access to nutritious fresh foods
 - Indoor and outdoor activity areas
 - Wellness spaces for staff and students
 - Spaces for movement breaks during day
 - Reduce visual and acoustic stimulation
 - Mental health and sensory spaces

“Buildings are welcoming and support the community.”

- Elements to consider:
 - Afterschool program spaces
 - Access for community gatherings and programs
 - Parent/community rooms
 - Buildings reflect the cultures of the neighborhoods they serve
 - Buildings respond to the neighborhoods they serve in scale and aesthetic
 - Community access to playgrounds and fields

“Buildings are adaptable and flexible,”

- Elements to consider:
 - Movable, transparent, acoustically sound walls in key locations to connect spaces
 - Multiple teaching walls
 - Adjustable spaces for large group instruction and team teaching
 - Adequate storage for curriculum materials, reducing classroom clutter
 - Reliable, simple and appropriate technology to support learning
 - Flexible spaces for applied learning, projects, and career and technical education
 - User control of the transparency between spaces

“Buildings connect students to nature.”

- Elements to consider:
 - Outdoor classrooms are both open and covered
 - Accessible covered play areas
 - Natural play spaces and places to explore
 - Nature as learning lab
 - School/community gardens
 - Views and connections to nature from learning spaces

“School facilities have low environmental impact.”

- Elements to consider:
 - Long-life buildings
 - Low maintenance, native landscaping
 - Reduce energy use

- Reduce carbon
- Local nontoxic materials
- LEED as guide for sustainable strategies

Ms. Delf thanked all parents, students, staff and community members who volunteered their time to share their input in order to make schools great. She reiterated the input would now be included in the design moving forward.

Ms. Walston noted there was a recent meeting to discuss Edison Elementary School, and there would be another in August 2019. She requested there be a blog or newsletter made to inform community members and keep conversation going.

Ms. Delf said absolutely. The district understood it was very difficult for community members to come out to evening meetings. Communications staff would offer chances other than meetings to provide input.

Ms. Levis thanked Ms. Delf and Mr. Stapleton for their work. She noted the board compromised on the initial desired price of the bond. The lower dollar amount that passed did not allow for individualized engagement processes, so the district would gain lessons from past building experiences. Ms. Levis asked if information collected would be posted in a place for community members to view. Ms. Delf said yes, the information would be posted in a final document format on the district's website, under "Bond Information." It could be easily accessed at 4j.lane.edu/bond.

2. Receive an Update on Facilities Summer Work Projects

Ms. Delf and Ms. Knapel presented a PowerPoint presentation entitled, "*Bond Update: Summer Facilities Work Plan*." Ms. Delf said staff continued significant planning work for upcoming projects funded by bond dollars.

Ms. Delf shared recent planning work by the district:

- School Design Vision & Values
 - *Report out product of community process*
- Educational Specifications
 - *Finalize elementary ed spec update— Finalize high school ed spec*
- New Builds
 - *Engage community regarding Edison design direction*
- Program Moves
 - *Corridor & Yujin Gakuen—Explore conceptual options, prepare for school planning process in fall*
 - *Community Living Program—Conditional use permit*

Ms. Delf explained 4J was in the process of selecting architects for the first two school design projects, soon to be underway. Later that summer, the district would release a Request for Proposals (RFP) for the construction manager/general contractor for the projects. During fall 2019, the district would work with architects to begin the schematic design process for North Eugene High School and Edison Elementary School. Now, the district was beginning to design the temporary school site at Willard.

Ms. Delf noted another focus of new buildings was equitable athletic facilities. The district was currently beginning design on a new softball field for the girls' team, to open summer 2021.

Ms. Delf covered buildings and sites that would have changes:

- ECCO would move to the district property on Monroe.
 - *Erect a pre-fabricated building at the Monroe Education Center (complete Fall 2019)*
- Chinese Immersion
 - *Install a 2-classroom portable at Crest Drive*
- Swing School
 - *Begin work for facility to open summer 2020*
- And the Rest of district sites
 - *Targeted facility improvements across the district*

Ms. Delf provided additional detail and explained ECCO would move its site to the newly constructed building on district property on Monroe which was just getting underway and would be complete fall 2019. The Chinese Immersion program was expanding, so portables would be added at the site to accommodate more students. Finally, prep work for a swing school at the Willard site would begin soon.

Ms. Knapel stated prep work would include site survey work and geotechnical investigations that were necessary in order to move forward in planning for the swing school buildings.

Ms. Delf highlighted other improvements to be done district wide:

- Security
 - Video cameras: Complete high schools and begin middle schools
- Fire Safety
 - Replacement of stage curtains: High schools, ATA, Madison, Monroe, Spencer Butte, Gilham
- Energy Efficiency
 - Window replacement: South Eugene, Phase 2
 - LED lighting: Spencer Butte and Transportation
 - Environmental controls: Adams building controls, Edgewood office HVAC & controls
- Accessibility
 - Restroom modification
 - New Life Skills classroom at Charlemagne
- Maintenance, Repairs & Improvements
 - Roofs: Kennedy & South Eugene partial re-roof, Awbrey Park mansard roof replacement
 - Boilers: Sheldon boiler replacement
 - Parking lots: Buena Vista slurry seal and restripe
 - Playgrounds: McCornack partial playground replacement
 - Floors: Sheldon flooring abatement and replacement, multi-site gym floor refinishing
- Safe Routes to School
 - Pathways: On-site improvements at Awbrey Park, Spencer Butte, McCornack, Adams
 - Skateboard and scooter racks: All buildings

Mr. Torrey asked for the planned construction deadline for Gilham Elementary School. Ms. Delf said that Gilham Elementary School would have a future major improvement and expansion plan, but at this point the district was moving forward first with the Edison Elementary School

and North Eugene High School designs, followed by the Camas Ridge Elementary School designs. The district would decide when work on Gilham made the most sense, based on district processes and availability of contractors. Mr. Torrey didn't have an issue with the construction timeline, but thought it was important to inform the Gilham community.

Chair Hays asked if the district planned to install signage at the Willard site, to inform community members what was going on during construction. Ms. Delf thought Chair Hays made a good point.

3. Receive Information on Board Member Vacancy Appointment Process

At the last board meeting, the district received the resignation of board member Ms. Sundgrenz. Ms. Delf wanted to provide an update on the vacancy and appointment process, which was designated under school board policy and Oregon law. There was currently an application for folks to access on the district website. So far, staff received a couple of applications. After the application deadline of July 31, 2019, the board would consider the applicants, and interview each briefly.

The position would be filled by the appointment of the school board and would serve for the rest of Ms. Sundgrenz's term, until June 30, 2021 (after the next regular district election in May 2021). Anyone applying must be a legally registered voter and have lived in the district for at least one year. The vote was scheduled for early August 2019.

Chair Hays said interviews were scheduled for Monday, August 5, 2019 (subject to change).

Ms. Levis asked if there was a plan for outreach and communication between the board and community. Ms. Delf said information about the vacancy was shared throughout by the district in a variety of ways including online, news/print media, social media, and other publications. She noted a key piece of outreach was word of mouth communication and encouragement.

Ms. Levis said there were lots of groups the board could reach out to. She challenged board members to attend various meetings, and hand out information on the position. Ms. Delf would put together a blurb for outreach.

Ms. Newman asked when board members would have access to the applications. She wanted enough time to read responses. Ms. Delf said the applications would be provided in a packet for the board right after the closing date, but she could also provide some earlier as they were submitted.

4. Receive a Report on School Climate Survey

Mr. Loureiro and Ms. Leila Schuck, Special Education Administrator, presented a PowerPoint presentation, entitled "*The 4J Climate Survey*," which summarized responses to the school climate survey taken by students.

Mr. Loureiro highlighted a couple of results in particular. First, more students participated in 2018-19 than prior years, and demographics of respondents mirrored those of the whole district.

Mr. Loureiro explained it was difficult to estimate the scale of frequency, however, as in previous years, the prevalence of bullying and harassment in 4J seemed to be significantly higher than in

the U.S. as a whole. In 4J, 59% of students in grades 6 to 12 reported not to have been bullied at all during the year, up from 56% last year (4J School Climate Survey). Nationally, 72.2% of students in grades 6 to 12 report not to have been bullied at all during the year (School Crime Supplement to the National Crime Victimization Survey).

Mr. Loureiro explained that when looking at trends, there were improvements from 2012-2013 until 2016-2017. After 2016-17, the district saw worse results, likely due to the change in the national culture. In 2018-19 the district once again saw improvements.

Ms. Schuck explained current efforts in addressing bullying and harassment:

- Increased focus and time on Tier 1 behavior support systems to improve overall school climate at the K-8 level
- Consistent Social Emotional Learning across K-5 classrooms, including bullying prevention units
- Adoption of a consistent reporting protocol across 4j for bullying and harassment
- Work done as part of the Behavior Framework implementation.

Ms. Schuck shared plans for 2019-20:

- Convene Bullying & Harassment work group to specifically address universal and individual supports
- Provide updated guidance to all administrators and schools on how to take and respond to bullying reports, document staff responses, and ensure safety for students who report
- Expand work on trauma-informed care implementation via recommendations from TIC work group
- Provide instruction in Digital Citizenship as part of our technology and Social Emotional Learning
- Work done as part of the Behavior Framework implementation

Ms. Schuck shared the district's 2018-19 behavior framework. A team of 64 members that included classified, licensed, administrators and community experts developed and were implementing a behavioral framework to build a comprehensive system to support the complex needs of our students, including:

- Addition of behavioral interventions and additional support staff in 4J schools, including Project PASS to four elementary schools.
- Provision of extensive staff training, including PBIS, trauma informed care, and de-escalation (Mandt) training.
- Adoption of a social emotional learning curriculum to support 4J students.

Ms. Schuck shared the planned behavior framework for 2019-20. The district would:

- Add 6.5 hours of trained behavioral support EA to every elementary school
- Add an additional full-time behavior consultant/PBIS coordinator, a full-time school psychologist and a half-time Mandt trainer
- Expand mental health services for students not currently eligible for OHP
- A systematic secondary behavior and SEL model across all 4J middle and high schools
- Continue to provide on-going professional development for behavior and social emotional learning, including trauma informed care and classroom practices, Mandt, culturally responsive PBIS, de-escalation and training to conduct Functional Behavior Assessments to include prevention, reinforcement and safety plans.

Ms. Walston asked how staff knew the behavior framework was working, and what measures of success were used. Ms. Schuck said the next step for the leadership team was to discuss collection of data points.

Ms. Newman wondered if there was any explanation about why 4J seem to be higher than national average. Mr. Loureiro had been that way since the district began its survey. His guess was that questions were slightly different on each survey.

Ms. Walston suggested discussing the differences during a Fall 2019 work session. Ms. Levis agreed and said board members could submit questions for staff prior to the session.

5. Receive a Report Listing Credit Cards Issued

Ms. Langan and Ms. Vandercar provided a report on credit cards issued in 2018-19. There were 157 cards issued in total which was a slight decrease from the past. In general, all schools and departments used credit cards for small purchases, to help with efficiency.

6. Receive an Update on Nutrition Services

Ms. Langan introduced three new managers in the nutrition services department. They included Jose Alvarez, Jill Cuadros, and Jennie Kolpak.

Ms. Langan said transitioning to in-house meal service was a heavy lift. She was proud of the work done to date, and highlighted accomplishments. At that point, the department's biggest challenge was packing of small wares. It was an extensive process but would be complete the following week. Additionally, the district hired temporary staff to organize what supplies could be used and what needed replacement. Ms. Langan said that as the district purchased small wares, staff would help unpack and send items out to schools.

Ms. Langan explained the department developed a summer menu built off food the district already had. The menu was not necessarily representative of future meals but would get summer programs going. Additionally, the department was excited as Ms. Cuadros put together a salad bar at all four summer school sites.

That Monday, Ms. Kolpak and Ms. Langan would evaluate the Applegate Cooperative, a bid that came in from the Request for Proposals (RFP). After the visit, they would know what food products the district would have in its inventory, how much, and the pricing. From there, they could create a more detailed budget. Ms. Langan added the district would likely purchase supplemental items, hopefully sourced from local farmers and vendors.

Ms. Langan mentioned all nutrition service coordinators were enrolled in Serve Safe certification to build food safety awareness, to the extent they had not been trained for it before. The training would better prepare them for scratch cooking.

Ms. Langan shared that nutrition services was also working with BRING, the City of Eugene, and Lane County to complete eight waste audits in schools. The audits created a baseline so the district could begin to think of different ways to divert waste from schools. First, the district would roll out Love Food, Not Waste in all its elementary schools, however, it was still being developed.

Ms. Langan shared the team was also working on buying all reusable utensils, first for elementary schools, then middle and high schools. Middle and high school would also offer

plastic utensils because the population was much more mobile during meals. Lastly, Ms. Langan shared there were two committees, critical to the program's success. Those committees were the wellness advisory committee and menu advisory committee. Both were seeking volunteer members.

Mr. Torrey asked if students required to complete community service hours could help in the effort (i.e. gleaners, gatherers, etc.). Ms. Langan thanked him for the suggestion.

Chair Hays asked where the district would start its summer food program, as board members wanted to come and/or share the event on social media. Ms. Cuadros said the program started Monday at Howard Elementary School. She suggested board members come in a few weeks. By the third week, all four schools would be set up.

Ms. Nittler asked how sites were chosen. She noticed they were all in north Eugene. Ms. Langan said practice was to offer summer meals where there were summer school programs. She noted there was a summer school program at Churchill High School. Students enrolled in the program were served meals by Food for Lane County (FFLC).

Ms. Walston asked if the nutrition services program would solicit folks for the advisory committees during Fall 2019. Ms. Langan replied yes.

X. ITEMS FOR ACTION

1. Approve School Meal Prices for Fiscal Year 2019-20

Ms. Langan explained the board approved school meal prices on an annual basis. There hadn't been an increase in pricing since 2014-15, however, there were a few reasons the district recommended increases prior to the 2019-20 academic year. First, the district anticipated food prices increasing at least 15% due to fuel costs and tariffs. There was also a USDA requirement to maintain a certain level of equity for paid and free and reduced meal prices. Currently, the district was right on the cusp of meeting the standard. An increase now would avoid the risk of a larger increase all at once the following year.

MOTION: Mr. Torrey moved, seconded by Ms. Nittler, to Approve School Meal Prices for Fiscal Year 2019-20.

VOTE: The motion carried unanimously, 7:0.

Ms. Walston asked if the USDA reimbursement for lunches would remain the same. Ms. Langan said it would increase. Staff would find out the exact amount in mid-July 2019. Ms. Walston asked if she knew how ESSA would affect meal programs. Ms. Langan said the Oregon Department of Education (ODE) Child Nutrition Program was still working out impacts to programs.

2. Approve Board Resolution to Improve Access and Efficiency of Safety Information by Designating the District's Public Safety Office as a Law Enforcement Agency

Ms. Delf, Ms. Vandercar, and Kari Skinner, Safety Officer presented on the item. Ms. Delf explained the board heard the item during their last regular meeting as an item for future action. The district was proposing the designation of the district's public safety office as a law enforcement agency. The purpose of this was not to make any change in how public safety was approached in schools; it was essentially an administrative change that would allow the district

to have an agreement with Oregon State Police to have access to the law enforcement data system (LEDS). The system provided more reliable information for background checks, and in a more effective and cost-efficient way. Background checks were done when screening staff and volunteers, for the purpose of student safety.

Ms. Delf noted the designation would not change the district's relationship with school resource officers or campus monitors. Again, the change was solely for more thorough background checks.

Ms. Nittler asked if there were ways to access the database without a law enforcement designation. She was told no. In order to access the system, the district's safety office needed to be designated as a law enforcement agency. Ms. Delf clarified the change did not mean there would be police uniforms, or police cars on campuses.

Ms. Nittler wondered what the estimated savings were. Ms. Delf said the district would save about \$55,000-60,000 for running volunteer background checks, with limited financial assistance provided to volunteers. Additionally, the LEDS system was more time efficient and provided a more thorough background check than what was currently available to the district.

Ms. Newman asked for the cost of the new system. Ms. Delf said the system was not fee based. Currently, the district paid for background checks but under the proposal it would not.

Ms. Newman understood intent for the designation was one function, but wondered what other functions the district would have if the resolution was passed. Ms. Delf said it improved access to information sharing about criminal activity related to schools. A district could decide to have a more police oriented public safety department, but that was not 4J's plan.

Ms. Skinner explained that ORS 332.531 stated that a district school board of any school district may establish a law enforcement agency and employ such personnel as may be necessary to ensure the safety of school district personnel and students upon and in the vicinity of school district premises and the security of real property and personal property owned, controlled or used by or on behalf of the school district. Under the statute, the district's public safety office could potentially become a full police agency, similar to the University of Oregon police; however, that was not the intent of the district.

Ms. Newman understood the intent and thought it was important. She wondered if they could add something to the resolution, specifically that the district would use its designation for the sole purpose of background checks. She would feel more comfortable if wording was included within the resolution, rather than keeping it at the board's and staff's understanding.

Ms. Delf said the resolution spoke specifically to gaining access to more efficient and effective information. It didn't include detailed restrictions but spelled out the purpose.

Ms. Vandercar noted the board could request the superintendent to include further detail in board policy.

Ms. Walston asked who would access the data and what the consequences were if someone were to leak information. Ms. Delf said access was highly restricted and there were significant consequences if information was shared.

Ms. Skinner said the only three employees in the district with access would be Ms. Vandercar, Melissa Olin, and herself. Additionally, audits were conducted by Oregon State Police to ensure there wasn't misuse of the system.

Ms. Walston asked if the district currently incurred background check costs for programs, such as the middle school mentor program. Ms. Delf said yes, the district incurred costs of simple background checks.

Ms. Levis asked if the resolution had anything to do with campus monitors. She was told no. Ms. Levis then asked what other Oregon school districts had a law enforcement designation. Ms. Skinner stated Portland Public Schools, Beaverton School District, and Hillsboro School District.

Ms. Levis asked if staff would need to come back to the board, should the resolution expand anything beyond what was stated, or if things could be interpreted from ORS. Essentially, she wondered if more limitations should be included.

Ms. Delf responded that in order to make any changes, the board would need to adopt an additional resolution. Ms. Vandercar added the district had a great relationship with its student resource officers (SROs), so the district really didn't need everything entailed in ORS. The resolution would not change the district's current program with Eugene Police Department.

Ms. Sundgrenz stated there was a portion of the community who was extremely scared that their children of color would be targeted. She wondered if there was a way to ensure what the board would vote on was in writing as a policy, in order to ensure nothing would change in the future.

Dr. Balderas said nothing would change, except the district could receive information from a national database. The resolution was not about students, beyond protecting them. At that time, the district depended on outside organizations to gather information. Access to LEDS would provide easier access to more instant information, particularly in crisis situations.

Mr. Torrey thought, for clarity of the resolution, it should be included that legislative intent was limited to background checks. In the event the resolution exceeded that clause, it would need to be brought back as a policy adjustment by the board. Again, he reiterated there was nothing to do with campus supervisors within the resolution.

Ms. Newman looked up the ORS and thought it was broad. She trusted the intent of the staff and the board, but in 10-15 years things could change as people didn't always look into legislative intent. She suggested an amendment with wording similar to, "solely for the purpose of information access including LEDS."

MOTION: Mr. Torrey moved, seconded by Ms. Nittler, to Approve Board Resolution to Improve Access and Efficiency of Safety Information by Designating the District's Public Safety Office as a Law Enforcement Agency

VOTE: The motion carried unanimously, 7:0.

Ms. Newman made an amendment to the resolution, and thus motion. She suggested changing Number 1, because the district wanted to limit the extent of ORS. The wording she suggested was, "As allowed by ORS 323531, solely for the purpose of information access including background checks."

Ms. Delf suggested the following amendment for Number 1: “So be it resolved that, as allowed by ORS 332.531 the board hereby designates the district’s public safety office as a law enforcement agency, solely for the purpose of improving information access, to protect the safety of school district staff and students on district premises and the security of district property”

MOTION: Ms. Newman moved, seconded by Mr. Torrey, to Approve Board Resolution to Improve Access and Efficiency of Safety Information by Designating the District’s Public Safety Office as a Law Enforcement Agency, with the above amendment.

VOTE: The motion carried unanimously, 7:0.

3. Adopt Resolution 2020-01 Adopting the 2019-2020 Budget, Making Appropriations, Imposing and Categorizing Taxes

Dr. Balderas explained the proposed 2019-2020 budget was vetted by the budget committee and presented to the school board once prior.

MOTION: Ms. Nittler moved, seconded by Ms. Newman, to Adopt Resolution 2020-01 Adopting the 2019-2020 Budget, Making Appropriations, Imposing and Categorizing Taxes

VOTE: The motion carried unanimously, 7:0.

Mr. Torrey wanted to see ways to expand and ensure expenditure of funds for health and safety of students. After discussing the issue with the superintendent, Mr. Torrey became convinced that hiring expert staff was the best solution, as they were more knowledgeable in the area. Mr. Torrey suggested that staff return to the new board with an implementation plan and ensure board members understood how they would proceed.

In terms of a request for an encumbered amount of money, Mr. Torrey thought the number should be decided by the superintendent and the new board of directors. Alternatively, the board could adopt a supplemental budget anytime during the fiscal year.

4. Approve Board Working Agreements

Ms. Levis thanked Ms. Newman and Ms. Walston for working on the agreements with her. The group did some formatting and numbering changes and added more detail.

MOTION: Ms. Walston moved, seconded by Ms. Levis, to Approve the Board Working Agreements.

VOTE: The motion carried unanimously, 7:0.

5. Approve the Initiation Process for 6-12 Social Studies Curriculum

The item was presented as first read at the June 5, 2019 meeting. Ms. McGaughy and Ms. Wilson were present to answer any follow up questions. Ms. McGaughy stated the curriculum materials were part of the bond funds approved by voters.

MOTION: Ms. Levis moved, seconded by Ms. Newman, to Approve the Initiation Process for 6-12 Social Studies Curriculum.

VOTE: The motion carried unanimously, 7:0.

6. Approve Revisions to Board Policy GCDA/GDDA – Criminal Records Checks and Fingerprinting

Ms. Nesbit explained the proposed revisions. The board had previously received an overview.

in response to public comment, Ms. Nesbit didn't expect middle school mentors needing to be fingerprinted as a result of the policy. Middle school mentors were removed from the list of those required to be fingerprinted.

Ms. Walston asked if they would have the simple background check. Ms. Nesbit said middle school mentors would, but some other volunteers would need a background check via fingerprinting. Staff could be back in the near future to revise policy again but needed to have something in place prior to the start of the year.

MOTION: Ms. Nittler moved, seconded by Ms. Levis, to Approve Revisions to GCDA/GDDA Criminal Records Checks and Fingerprinting.

VOTE: The motion carried unanimously, 7:0.

7. Approve Revisions to the Superintendent's Contract

During the last meeting, the board directed Chair Hays and Ms. Levis to update the superintendent's contract. The board previously had the item presented, and also had time to review the contract.

MOTION: Ms. Levis moved, seconded by Mr. Torrey, to Approve Revisions to the Superintendent's Contract.

VOTE: The motion carried unanimously, 7:0.

Mr. Torrey thought the district seriously needed to consider salaries for directors, department heads, principals and vice principal. The district was being beaten by other districts, as it couldn't provide the salaries needed to be competitive. He hoped it could be a future topic of discussion.

8. Set Board Calendar for the 2019-20 School Year

Dr. Balderas explained the proposed calendar was shared with the board during the June @@, 2019 meeting.

MOTION: Ms. Newman moved, seconded by Ms. Walston, to Set the Board Calendar for the 2019-20 School Year.

VOTE: The motion carried unanimously, 7:0.

9. Organize the Board of Directors for the 2019-20 School Year

a. Elect Board Officers

Chair Hays introduced the topic. The board would elect a new chair and vice chair that evening.

MOTION: Ms. Sundgrenz moved, seconded by Mr. Torrey, to Recommend Ms. Levis for the Role of Chair.

VOTE: The motion carried unanimously, 7:0.

MOTION: Ms. Sundgrenz moved, seconded by Ms. Nittler, to Recommend Ms. Walston for the Role of Vice Chair.

VOTE: The motion carried unanimously, 7:0.

Ms. Nittler ensured Ms. Walston wanted to serve as vice chair. Ms. Walston said yes, she would be honored to serve in the position.

b. Authorize the Chair and Vice Chair to Sign for the District During the 2019-20 Fiscal Year

MOTION: Ms. Levis moved, seconded by Ms. Newman, to Authorize the Chair and Vice Chair to Sign for the District During the 2019-20 Fiscal Year.

VOTE: The motion carried unanimously, 7:0.

XI. ITEMS FOR ACTION AT A FUTURE MEETING

There were no items for action at a future meeting.

XI. SUGGESTION BY THE BOARD FOR CONSIDERATION AT A FUTURE MEETING

1. Meeting Dates:

- July 10, 2019 at 12:00-1:30 p.m. – Oath of Office
- August 5, 2019 at 5:30 p.m.-7:30 p.m. – Interview Candidates for Board Member
- August 8, 2019 at 5:30 p.m. – Appoint New Board Member

Ms. Nittler wondered if a salary scale discussion was appropriate for the board to take on. Dr. Balderas said the plan would be to return in fall 2019 and have a work session, in order to have a deeper dive on comparable districts. There was quite a bit of discrepancy across districts.

Chair Hays asked if the board wanted to set a time for its August 8, 2019 meeting. She suggested 5:30 p.m. All were in agreement.

XIII. ADJOURN

Chair Hays adjourned the meeting at 10:44 p.m.

(Recorded by Marina Brassfield)

Dr. Gustavo Balderas
District Clerk

Anne Marie Levis
Board Chair

DRAFT

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
SCHOOL DISTRICT 4J, LANE COUNTY, OREGON**

July 10, 2019

ROLL CALL

BOARD MEMBERS:

Anne Marie Levis, Chair (excused)
Mary Walston, Vice Chair
Alicia Hays
Gordon Lafer
Judy Newman
Martina Shabram

STAFF:

Dr. Gustavo Balderas, Superintendent of Schools
Charis McGaughy, Assistant Superintendent for Instruction
Kerry Delf, Chief of Staff
Cydney Vandercar, Assistant Superintendent for Administrative Services
Christine Nesbit, In-House Counsel
Kyle Tucker, Chief Operations Officer
Ryan Spain, Director of Facilities Management
Oscar Loureiro, Director of Research and Planning

I. CALL TO ORDER, ROLL CALL, FLAG SALUTE

Vice Chair Walston called the regular meeting to order at 12:08 p.m. and led those present in the flag salute.

II. ITEMS FOR ACTION

1. Administer the Oath of Office to Newly Elected Board Members:

Dr. Balderas welcomed the newly elected board members and administered the oath of office to re-elected board member, Alicia Hays, position #1, newly elected board member, Gordon Lafer, position #4, newly elected board member Martina Shabram , position #5 and re-elected board member Mary Walston, position #7.

Ms. Hays, Mr. Lafer, Ms. Shabram and Ms. Walston will serve as members of the 4J Board of Directors for the term of July 1, 2019 – June 30, 2023.

Ms. Walston thanked all for coming to the meeting and invited the audience to stay for a reception after the meeting adjournment.

III. COMMENTS AND REPORTS BY INDIVIDUAL BOARD MEMBERS

Vice Chair Walston welcomed Ms. Shabram and Mr. Lafer to the board. Ms. Walston said that she looked forward to the work the board would accomplish together moving forward.

Ms. Shabram thanked the board members and staff for the warm welcome. She expressed gratitude to the community for their support for students and schools.

Mr. Lafer thanked the board and Superintendent Balderas for welcoming him to the board and for answering all his questions as he learns how to do this new job. Mr. Lafer expressed gratitude to his wife and daughter who were in the audience to help celebrate this day with him.

Ms. Newman said she was excited about the possibilities the board and district would be facing with the new funding from the state. She said she looked forward to working together to create the best opportunities and supports for students.

Ms. Hays said that she was looking forward to serving at a time when there would be increased funding instead of decreased funding. Ms. Hays said that in her 12 years on the board she has had to make decisions around cutting programs and supports due to lack of funding. She said she was looking forward to the board working together on supporting students with this new funding.

Dr. Balderas welcomed the two new board members and the two re-elected board members and said he was excited to work with the board to create opportunities for all students. Dr. Balderas said that in his almost thirty years of work in education in Oregon, he has always experienced the lack of funding and has had to make hard choices due to lack of financial resources. He said he was looking forward to working with this board to ensure that all students had the access and supports they need to achieve success.

IV. SUGGESTIONS BY THE BOARD FOR CONSIDERATION OF ITEMS AT A FUTURE MEETING

Vice Chair Walston reviewed calendar dates for upcoming board meetings in the month of August.

V. ADJOURN

Vice Chair Walston adjourned the regular board meeting at 12:15 p.m.

Dr. Gustavo Balderas
District Clerk

Anne Marie Levis
Board Chair



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

August 8, 2019

Title

Approve Memorandum of Agreement with OSEA

Presenter

Christine Nesbit, In-House Counsel

Background

For several years, the district has employed Deaf and Hard of Hearing (DHH) Interpreters and coordinated interpreter services to serve students throughout Lane County, while Lane Education Service District (Lane ESD) has employed DHH teachers and has been designated as the DHH Regional Program Provider by the Oregon Department of Education. After careful consideration, 4J and Lane ESD leadership concluded that it would be logical, efficient and in students' best interest to transfer 4J's DHH interpreter program to Lane ESD. This would allow DHH teachers and DHH interpreters – with whom they work so closely – to be employed by the same agency and all county-wide DHH services to be coordinated by Lane ESD, as the state's designated Regional Program Provider.

The district notified OSEA that it anticipated the transfer of a program and employees, and met with OSEA representatives for a number of bargaining sessions related to the impact of the transfer on affected employees. The parties reached resolution on a proposed memorandum of agreement that we believe will make the transition as smooth as possible. If approved, the agreement would:

- Provide for an employment transfer date of August 15, 2019.
- Address a potential gap in pay for August by providing that 4J will issue an August paycheck.
- Address differences between 4J's and Lane ESD's mileage reimbursement policies by creating a \$9,000 pool by which eligible affected employees may receive an additional payment in July 2020.
- Address potential differences in costs of health insurance for up to six months (subject to a cap).
- Provide for an orderly transition of personnel records and transmission of seniority data.
- Addresses unique issues of a handful of employees who would have been eligible for a district longevity payment.

OSEA ratified the agreement in July 2019.

Options and Alternatives

The board may approve or reject the proposed contract. If the proposed contract is not approved, the board should convene in executive session to provide guidance to district negotiators. Rejection of the MOA may delay the program transfer such that it cannot occur before the start of the present school year.

Budget/Resource Implications

The proposed contract will cost up to \$100,000 in one-time costs. However, Lane ESD will waive the district's obligation to pay Lane ESD about \$100,000 resulting from 4J's transfer of the employees' accrued sick leave to Lane ESD. The district expects no ongoing savings or expenses as a result of the program transfer.

Board and Superintendent Goals

The proposal supports the board goal to provide prudent stewardship of District resources to best support student success, educational equity and choice.

Recommendation

The superintendent recommends approval of the proposed Memorandum of Agreement with OSEA.

**MEMORANDUM OF AGREEMENT
BETWEEN
EUGENE SCHOOL DISTRICT 4J
AND
OREGON SCHOOL EMPLOYEES' ASSOCIATION**

Recitals

The Eugene School District 4J (District) and Oregon School Employees Association, Chapter 1 (OSEA) enter into the following agreement relating to the anticipated transfer of the District's DHH Interpreter program to Lane ESD. Having bargained to completion, the parties agree as follows:

Agreement

Should Eugene School District 4J agree with Lane ESD, on or before August 15, 2019, to transfer its DHH Interpreter program to Lane ESD, the following terms and conditions will apply to the Employees listed on Attachment A ("Affected Employees") for the remainder of their employment with District:

1. Employment Status. Affected Employees' employment with Eugene School District 4J shall end on August 14, 2019. Affected Employees will become employees of Lane ESD on August 15, 2019 (the "Transfer Date") and will be subject to the provisions of ORS 236.605 concerning the transfer of public employees.
2. Transition payment. On or before August 31, 2019, the District will pay Affected Employees a Transition/ Severance payment for 112 hours (representing 16 paid days at 7 hours per day), at employees' regular rate of pay based on the 2019-20 salary schedule, which amount will be pro-rated for the one employee regularly scheduled to work less than 7 hours a day. The total Transition/ Severance Payment shown in the Attachment B will be made in a payroll check, subject to standard withholding and deductions, including employee's contribution towards health insurance.
 - a. The district will establish a transfer fund of \$9000.00 (total) to be disbursed to Affected Employees in June 2020 in accordance with this paragraph. The Affected Employees or their designated representative are responsible for determining the proper allocation of the transfer fund amongst eligible Affected Employees and submitting a written request for disbursement to the District Human Resources Administrator for classified on or before June 1, 2020. To be eligible to receive a distribution from the fund, an Affected Employee must be employed by Lane ESD on June 1, 2020. After receiving the written request for disbursement, the district will make

payments to eligible Affected Employees by July 1, 2020. The payments are subject to standard payroll tax withholdings and deductions. The parties acknowledge that, after the Affected Employees separate from employment with the district, OSEA will no longer serve as their exclusive representative, and that the "designated representative" referred to in this paragraph is not OSEA.

3. Health Benefits. Affected Employees' health benefits with District will end on August 31, 2019. No later than September 1, 2019, the Affected Employees will be eligible to participate in Lane ESD's health benefits plan.
 - a. By October 15, 2019, each Affected Employee will notify in writing the District Human Resources Administrator for Classified, the amount of their monthly contribution towards health insurance at Lane ESD. Each Affected Employee authorizes the District HR Administrator for Classified to confirm such contribution with Lane ESD. By March 31, 2020, District shall pay each Affected Employee the difference between what Employee would have paid in contributions had he/she remained on 4J insurance based on their plan selection for the 2018-19 year and his/her new monthly contribution for health insurance at Lane ESD, multiplied by the number of months that he/she is employed by Lane ESD up to six (i.e., for the period October 2019-March 2020). An Affected Employee who separates from employment with Lane ESD before March 1, 2020, shall be responsible for notifying the district's HR Administrator for Classified of the date of separation from employment with Lane ESD and making a request for reimbursement. The total amount of the payment by the district to each Affected Employee shall not exceed the total amount listed on Attachment C and is subject to regular payroll withholdings. An employee does not have to remain employed by Lane ESD through March 31, 2020, to receive this payment.
4. Seniority. The district will transmit Lane ESD a list of the seniority dates for the Affected Employees by the Transfer Date. The parties agree that the seniority dates listed on Attachment A are true and correct.
5. Salary on Transfer. The parties agree that the 2019-20 rates of pay listed on Attachment A accurately reflect the hourly rate that the employees would have earned if employed by the District. The District will transmit these rates of pay to Lane ESD by the Transfer Date.
6. Personnel files. The District will transfer the current personnel file of each Affected Employee to Lane ESD no later than October 1, 2019.



7. Retirement.

- a. Election. Upon their transfer, Employees shall participate in the retirement system available through Lane ESD – PERS/ OPSRP.
 - b. Voluntary Early Retirement – Lane ESD. Andrea Parker, Sherilyn Compton, and Janice Johansson have been continuously employed by District since on or before October 31, 1999. The District represents it has received assurance from Lane ESD that once transferred to Lane ESD, Ms. Parker, Ms. Compton, and Ms. Johansson will be eligible for the Lane ESD voluntary early retirement benefit in accordance with Article XX (Voluntary Early Retirement). Ms. Johansson could have retired from 4J employment during the 2019-20 school year. Should Ms. Johansson elect to PERS retire from Lane ESD employment during 2019-20 pursuant to Article XX (Voluntary Early Retirement) of the Lane ESD collective bargaining agreement, the Eugene School District will provide Ms. Johansson a payroll check in the gross amount of \$500.00.
 - c. TSA. Of the 19 DHH interpreters, 9 currently participate in the District TSA. Of those 9, 7 are eligible for the Lane ESD TSA contribution as provided in the Lane ESD contract. The two participants in the District TSA plan who will not be eligible to participate in the Lane ESD plan (Ms. O'Brien and Ms. Reschke) will be permitted to contribute \$275.00 from their August 2019 severance payment towards their TSA, and the district shall contribute its proportional share (\$639.00) in the same payroll period.
8. Lump Sum Anniversary Date Pay. Ms. Smith and Ms. Chylek would have been eligible to earn an anniversary lump sum from District in August 2020, pursuant to Article 19.10 of the District/ OSEA CBA. Upon request to Human Resources, and provided employee remains employed by Lane ESD on August 31, 2020, the District will pay Ms. Smith \$1000.00 and Ms. Chylek \$500.00, less applicable withholdings.
9. Leave Balances. The Affected Employees elect to retain any sick leave accrued through District employment upon their transfer. On or before the Transfer Date, the District will provide Lane ESD with up to date sick leave balances; the entire balance up-to-date balances will be transferred to Lane ESD. Affected Employees' sick leave balances as reflected on Appendix A are true and correct as of April 30, 2019. Employees will not earn any new sick leave from District between July 1 and the Transfer Date. Employees have no vacation time. Employees represent they have no compensatory time balances. Personal Days provided pursuant to Article 13.3 of the Contract have no cash value upon separation from District employment and will not be credited at Lane ESD.



10. Status of Payments. The parties have negotiated the payments provided by this agreement to acknowledge impact and inconvenience of the transfer on Affected Employees. By accepting these payments, Affected Employees waive their right to later assert or claim, to Lane ESD or otherwise, that the payments are "salary" under the Public Employee Transfer law which may not be reduced as a result of the transfer for the first 12 months of employment with Lane ESD. Lane ESD shall have the right to enforce this paragraph.
11. Applicability of CBA. This Agreement takes precedence over any conflicting terms of the 4J/ OSEA CBA. The 4J/OSEA CBA shall have no application to Affected Employees upon the Transfer Date.
12. Effect of signature. This Agreement is effective when signed by all parties. By signing this Agreement, OSEA represents that all Affected Employees have read the Agreement and understand they are bound by its terms.


OSEA Chapter 1

Eugene School District 4J



 Sheila Waggoner Date 7/16/19
 President

 Anne Marie Levis Date
 Board Chair



 Tyler Whitmire Date 7/16/19
 Field Representative

 Dr. Gustavo Balderas Date
 Superintendent



Attachment A - Names, seniority, 2018-19 Step and Pay Rates; SL as of 4/30/19

NAME	R. POSITION	DESCRIPTION	HIRE DATE	SCHEDULE	GRADE	2018-19		FTE	HOURS	Sick Leave Balance - 04/30/2019	2019-20	
						STEP	PAY RATE				STEP	PAY RATE
BIANCHI, BRENDA E	DHHII-ESS	Interpreter II	8/30/06	CL192	15	16	0.875	7	243	16	\$28.64	
BUCOLO, KELLE M	DHHII-ESS	Interpreter II	11/27/02	CL192	15	16	0.875	7	335	16	\$28.64	
CHYLEK, MICHELLE C	DHHINT-ESS	Interpreter	8/31/05	CL192	14	16	0.875	7	234	16	\$27.18	
COMPTON, SHERILY D	DHHINT-ESS	Interpreter	9/5/97	CL192	14	16	0.5	4	1023	16	\$27.18	
GILES, CHRISTINA E	DHHINT-ESS	Interpreter	10/11/17	CL192	14	3	0.875	7	45	4	\$23.32	
JOHANSSON, JANICE	DHHINT-ESS	Interpreter	9/3/96	CL192	14	16	0.875	7	110	16	\$27.18	
KENOYER, DANIELLE	DHHINT-ESS	Interpreter	8/29/18	CL192	14	1	0.875	7	15	2	\$22.20	
KUEDEMAN, ABIGAIL	DHHINT-ESS	Interpreter	1/24/19	CL192	14	1	0.875	7	16	1	\$21.66	
MATA-LOVATO, DYL	DHHINT-ESS	Interpreter	8/31/16	CL192	14	3	0.875	7	76	4	\$23.32	
MEYER, LINDSEY R	DHHINT-ESS	Interpreter	10/19/15	CL192	14	4	0.875	7	107	5	\$23.91	
O'BRIEN, ERIKA D	DHHINT-ESS	Interpreter	8/30/12	CL192	14	7	0.875	7	23	8	\$25.75	
PARKER, ANDREA L	DHHL D-ESS	Lead Interpreter	9/9/92	CL192	15	16	0.875	7	737	16	\$28.64	
PHOENIX, ALLISSA N	DHHINT-ESS	Interpreter	9/7/17	CL192	14	2	0.875	7	5	3	\$22.76	
PORTER (KNAUSS), L	DHHINT-ESS	Interpreter	8/31/16	CL192	14	4	0.875	7	243	5	\$23.91	
RESCHKE, CATHERIN	DHHINT-ESS	Interpreter	4/6/16	CL192	14	9	0.875	7	119	16	\$27.18	
SALUD, GRACE N	DHHII-ESS	Interpreter II	8/29/18	CL192	15	1	0.875	7	2	2	\$23.39	
SMITH, TARA M	DHHII-ESS	Interpreter II	8/30/00	CL192	15	16	0.875	7	163	16	\$28.64	
TATE, ANGELA R	DHHII-ESS	Interpreter II	1/28/15	CL192	15	16	0.875	7	6	16	\$28.64	
TONG-COLBURN, AS	DHHINT-ESS	Interpreter	8/31/16	CL192	14	3	0.875	7	121	4	\$23.32	

ATTACHMENT A

Last Name	First Name	1 month wage payment
BIANCHI	BRENDA	3207.68
BUCOLO	KELLE	3207.68
CHYLEK	MICHELLE	3044.16
COMPTON	SHERILYN	1739.52
GILES	CHRISTINA	2611.84
JOHANSSON	JANICE	3044.16
KENOYER	DANIELLE	2486.4
LUEDEMAN	ABIGAIL	2425.92
MATA-LOVATO	DYLAN	2611.84
MEYER	LINDSEY	2677.92
O'BRIEN	ERIKA	2884
PARKER	ANDREA	3207.68
PHOENIX	ALLISSA	2549.12
PORTER	LOGAN	2677.92
RESCHKE	CATHERINE	3044.16
SALUD	GRACE	2619.68
SMITH	TARA	3207.68
TATE	ANGELA	3207.68
TONG-COLBURN	ASIA	2611.84

Attachment B

NAME	Monthly	6 months
BIANCHI, BRENDA E	\$41.04	\$246.24
BUCOLO, KELLE M	\$26.26	\$157.56
CHYLEK, MICHELLE G	\$0.00	\$0.00
COMPTON, SHERILYN L	\$69.11	\$414.66
GILES, CHRISTINA E	\$89.30	\$535.80
JOHANSSON, JANICE L	\$89.30	\$535.80
KENOYER, DANIELLE R	\$41.04	\$246.24
LUEDEMAN, ABIGAIL	\$41.04	\$246.24
MATA-LOVATO, DYLAN L	\$89.30	\$535.80
MEYER, LINDSEY R	\$0.00	\$0.00
O'BRIEN, ERIKA D	\$28.73	\$172.38
PARKER, ANDREA L	\$0.00	\$0.00
PHOENIX, ALLISSA N	\$89.30	\$535.80
PORTER (KNAUSS), LOGAN R	\$69.11	\$414.66
RESCHKE, CATHERINE M	\$7.92	\$47.50
SALUD, GRACE N	\$41.04	\$246.24
SMITH, TARA M	\$46.62	\$279.69
TATE, ANGELA R	\$31.00	\$186.00
TONG-COLBURN, ASIA A	\$89.30	\$535.80
		\$5,336.41

Attachment C



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

August 8, 2019

Title

Approve Memorandum of Agreement with OSEA

Presenter

Christine Nesbit, In-House Counsel

Background

In May 2019, the district notified OSEA of its intent to implement program changes to the district's high school campus security program, including the addition of hours, changes to job duties, and required attire. Subsequently, district and OSEA representatives bargained to address the impacts on the affected employees' working conditions and other subjects. On June 26, 2019, the parties tentatively agreed to the terms of a new Memorandum of Agreement (MOA). If approved by the 4J school board, the MOA would:

- Provide a transitional period through November 25, 2019 for affected employees to become certified by the Department of Public Safety Standards and Training.
- Allow employees the option of a voluntary layoff.
- Provide a four-month trial period.
- Require the district to furnish any uniforms and/or protective clothing required of employees, and to pay for laundry service if uniform items are not machine washable; require uniform replacement at least every 24 months; provide for a shoe allowance; allow employees to have input into options for a uniform and require good faith consideration of employee preferences.
- Ensure employees are credited with years of experience for their work in the previous classification.
- Increased pay, from grade 7 to grade 9, which pays in the range of \$16.68 to \$20.94, depending on experience level. The current pay range for student supervision assistants is grade 7, with a range of \$14.55 to \$18.26 per hour.
- Require employees' best efforts in the new position.
- Ensure employees remain assigned to their present working locations through 2020-21.

OSEA ratified the agreement in July 2019.

Options and Alternatives

The board may approve or reject the proposed contract. If the proposed contract is not approved, the board should convene in executive session to provide guidance to district negotiators. Rejection of the MOA will likely delay program changes.

Budget/Resource Implications

The program changes include adding hours and work days for most of the affected employees, and changing their rate of pay to reflect new responsibilities. The district will assume new and ongoing personnel costs of \$92,000 per year as a result of these changes.

Board and Superintendent Goals

The proposal is aligned to Vision 20/20, goal 5 – Stable, Sustainable Stewardship, including Objectives

1 and 5, improve effectiveness and provide safe, secure and sustainable learning spaces.

Recommendation

The superintendent recommends approval of the proposed Memorandum of Agreement with OSEA.

**MEMORANDUM OF AGREEMENT
BETWEEN
EUGENE SCHOOL DISTRICT 4J
AND
OREGON SCHOOL EMPLOYEES' ASSOCIATION**

Recitals

1. The Eugene School District 4J (District) and Oregon School Employees Association, Chapter 1 (OSEA) enter into the following agreement relating to the implementation of the district's decision to make changes to its high school campus security program.
2. The district has identified three areas of program change: (1) job duties to be performed are described in Attachment 1 – job description – specifically to include DPSST certification and enhanced focus on campus security; (2) the position will be an 8-hour/ day, 192-work year position; and (3) uniforms will be required.
3. Having bargained to completion, the parties agree as follows.

Agreement

1. Affected employees. Employees currently employed in the capacity of student supervision assistants at district high schools will be affected by the change and are covered by this agreement. The affected employees are:

Tiny Galago	Rick Raish
Darin Henry	Kevin Summerfield
Kami Moninger	Adrian Swarz
Alex Nordstrand	Roosevelt White

2. Employment Status and Options. The district will implement the planned program changes, effective August 28, 2019. Affected employees shall have two options, as set forth below:
3. Option One. Employee may remain employed by the district in the new role of Campus Monitor, starting August 28. Employee will become DPSST certified within 90 days, i.e., by November 26, 2019. Should an employee not become DPSST certified by November 26, 2019, the district will lay the employee off and the terms of Article 24 – Reduction in Force shall apply. Employee is expected to successfully complete a trial period, which will start on September 28, 2019 and conclude on February 11, 2020. During the trial period, employees may be terminated for any reason deemed in good faith sufficient by the Superintendent or designee. If an employee is terminated during the trial period, district

will not oppose employee's application for unemployment compensation unless the district has a bona fide reason to believe employee should be disqualified or has provided materially inaccurate information to the Oregon Employment Department.

3.1 Uniforms. Uniforms and/or protective clothing required by the district of employees in the performance of their job duties shall be supplied at no cost to the employee, to include three pairs of work pants, and five shirts. If other uniform items are required by the district, the district shall provide them at no cost to the employee. Employee shall be responsible for the care of all uniform items provided they are machine washable, and if not the district will provide laundry service as provided by Article 19.14.4. Employees will be permitted to purchase optional uniform items approved by the district. Should employee transfer or terminate from the Campus Monitor position, employee shall return all uniforms purchased by the district. The district may re-issue uniform items at any time. Employees shall be required to wear shoes approved by the district and shall be provided with an annual shoe allowance of fifty dollars (\$50); payment to be provided as set forth in Article 19.14.3. The district is responsible for the replacement of uniform items unless the item was damaged as a result of the employee's intentional acts or negligence in which case employee shall be required to purchase a replacement uniform. The district has the authority to determine if replacement of any uniform item is required. Upon Employee's request, the district will replace uniforms at least on a 24 month basis. Prior to the purchase of uniforms for the 2019-20 school year, the district Safety Officer will meet with two or more Affected Employees to discuss uniform options; employees' preferences will be given good faith consideration.

3.2 Training and certification. Training assigned by the District that the employee is required to attend, absent an approved absence, is considered mandatory training. Mandatory training shall be provided by the district at no cost to the employee. Mandatory minimum training required for Employee to become, or to maintain, DPSST certification and DPSST certification fees shall be provided by the district at no cost to employee. Mileage reimbursement shall be provided as in Article 19.

3.3 Seniority. The classification seniority of Affected Employees shall be the seniority attained by the Employee as a student supervision assistant. Classification seniority dates are as set forth below:


Tiny Galago	09/10/15	Rick Raish	10/09/17
Darin Henry	09/05/95	Kevin Summerfield	09/01/11
Kami Moninger	09/26/17	Adrian Swarz	09/26/95
Alex Nordstrand	10/19/15	Roosevelt White	11/20/91

3.4 3.4 Step. Notwithstanding Article 19.4 of the CBA, Affected Employees accepting the Campus Monitor position will be placed on the same step that they would have been placed as a student supervision assistant.


3.5 Pay grade. Notwithstanding Article 7, the parties agree that the campus monitor position shall be placed at grade 9. At the option of a majority of campus monitors, the district will initiate the pay grade evaluation process. Following the PGEC process, Human Resources will honor the decision of the PGEC, except that the position will not be reduced below grade 9 or increased above grade 10.

- 3.6 Assignment. Affected Employees will be assigned to their present working locations for the 2019-20 and 2020-21 school years, except that the employees remain subject to placement in a different location based on extenuating circumstances.
- 3.7 Best efforts. By accepting Option One, Employee promises to use his or her best efforts to perform the duties of the updated campus monitor position, and to refrain from actions and communications intended to undermine the district's changes to campus security. This section shall not be construed to limit legally protected communications by Affected Employees under the Public Employee Collective Bargaining Act or other law.
4. Option Two. Employee may accept a layoff, effective July 1. In the event of a layoff, the terms of Article 24 of the contract shall apply. District shall not oppose any application for unemployment compensation. Employees' final check shall be paid in the June payroll. District will make contributions to maintain employee health coverage through September provided Employee timely makes payment of Employee's standard contribution towards insurance for the same period. After September 2019, Employee may elect COBRA continuation coverage, and Employee and/or Employee's eligible dependents shall be solely responsible for payment of any premiums for coverage.
5. Notice to district. By 5:00 PM on July 5, 2019, each affected employee shall notify Bernadette Adeniran in Human Resources, in writing, whether or not he/ she accepts the offer to remain employed by the district as a Campus Monitor as provided by this agreement. Failure to notify Bernadette Adeniran by the date and time shall constitute a resignation from district employment.
6. Applicability of CBA. This Agreement takes precedence over any conflicting terms of the 4J/ OSEA CBA. During the term of the trial period referred to in paragraph 2, Article 15.1 of the CBA (providing for a just cause standard for discipline) will not apply, and any termination may not be grieved beyond Level Two of the grievance procedure.
7. Effective date; Effect of signature. This Agreement is effective when signed by all parties. By signing this Agreement, OSEA represents that all Affected Employees have read the Agreement and understand they are bound by its terms.
8. Not precedent setting. This Agreement shall not set precedent for either party.
9. Final Agreement. This Agreement constitutes a final resolution of all issues and concerns relating to the above/ referenced program change.

OSEA Chapter 1



 Sheila Waggoner Date
 President



 Tyler Whitmire Date
 Field Representative

Eugene School District 4J

 Anne Marie Levis
 Board Chair

 Dr. Gustavo Balderas
 Superintendent





ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

August 8, 2019

Title

Approve professional services contract with HR Answers

Presenter

Christine Nesbit, In-House Counsel

Background

Board Policy DJCA requires that the Board approve services contracts in excess of \$150,000. The district's proposed contract with HR Answers for a pay equity study and compensation systems and policy analysis provides that it is not to exceed \$225,000.

To ensure compliance with the Oregon Equal Pay Act, the district needs to complete a comprehensive pay equity study and analysis. The Oregon Equal Pay Act, which prohibits discrimination in salary and compensation based on any protected class status, went into effect January 1, 2019. Employers who complete an equal pay analysis within three years of pay discrimination claims have a "safe harbor," entitling them to avoid compensatory and punitive damages.

A comprehensive analysis is the only way to ensure that employees are being paid as intended by pay equity law. In addition to conducting a pay equity study, the district is taking this opportunity to review and update its compensation systems, policies, rules and practices, including updating 290 position descriptions, so that pay equity may be maintained in the future. It has been at least 11 years, possibly many more, since the district has made a significant investment in studying employee pay equity.

In May 2019, the district issued a request for proposals and reviewed several proposals. HR Answers, a regional consulting firm with extensive public sector compensation experience, emerged as the successful proposer.

Options and Alternatives

The board may approve the proposed contract with HR Answers, or decline to approve it.

If the contract is approved, the district expects complete the work within nine months. If the contract is not approved, district staff will consider scaling back the scope of the project, extending timelines for completion, use of a different contractor or some combination of the above depending on available resources.

Budget/Resource Implications

The contract specifies that it is not to exceed \$225,000.

Board and Superintendent Goals

The proposal supports the board goal to provide prudent stewardship of District resources to best support student success, educational equity and choice.

Recommendation

The superintendent recommends approval of contract with HR Answers.



This contract award executed by Eugene School District 4J (District) and the following documents incorporated into the contract by reference, shall constitute the full and complete agreement (“Agreement”) between the School District and HR Answers, Inc. (HR Answers):

1. RFP 19-391 dated May 22, 2019 (“RFP”);
2. Addendum 1 dated May 7, 2019 (“Addendum 1”);
3. Addendum 2 dated May 7, 2019 (“Addendum 2”);
4. Addendum 3 dated May 15, 2019 (“Addendum 3”);
5. HR Answers response to the RFP, dated May 22, 2019 (“Proposal”);

Any other communications, oral or written, are not binding on either party. All modifications to this Agreement must be in writing and signed by a duly authorized representative of the District and HR Answers.

Term. The term of the agreement is from June 20, 2019 through April 30, 2020.

Payments. Compensation is based on completion of deliverables as outlined in Proposal, not to exceed \$225,000 for all payments, inclusive of travel expenses.

All invoices must reference Purchase Order [ADD #] and be sent to one of the following:

By Mail: Eugene School District 4J
Accounts Payable
200 North Monroe Street
Eugene, OR 97402-4295

By Email: acctspayable@4j.lane.edu

This Agreement represents the entire agreement between the parties. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Eugene School District 4J

HR Solutions, Inc.

By: _____
Cydney Vandercar, Deputy Clerk

By: _____
Laurie Grenya, Co-President

Date: _____

Date: _____

REQUEST FOR PROPOSALS

for

PAY EQUITY STUDY

RFP 19-391

EUGENE SCHOOL DISTRICT 4J
EUGENE, OREGON

Proposal Opening Date: May 27, 2019
Proposal Opening Time: 2:00 pm
Proposal Opening Room: Support Services Office

Purchasing Analyst: Julie Cone
Telephone: 541-790-7620
E-Mail: solicitations@4j.lane.edu

Mailing Address: Eugene School District 4J
Support Services
200 North Monroe Street
Eugene, OR 97402-4295

FAXED PROPOSALS NOT ACCEPTED

**CALL FOR SEALED PROPOSALS
ADVERTISEMENT**

NOTICE IS HEREBY GIVEN that sealed proposals will be accepted for a provider of a Pay Equity Study by Julie Cone, Purchasing Analyst, Eugene School District 4J. Information regarding specifications may be secured from Support Services, Eugene School District 4J, 200 North Monroe Street, Eugene, Oregon 97402-4295; through e-mail inquiry to solicitations@4j.lane.edu, or on the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>.

<u>Materials/Services</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Pay Equity Study	May 27, 2019	2:00 pm	Support Services

Proposers may obtain one set of proposal documents beginning May 7, 2019, at the location listed above.

Proposers are required to certify nondiscrimination in employment practices, and identify resident status as defined in ORS 279A.120.

Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and District Board Policy. Attention is directed to ORS 244, Government Ethics; ORS 279A and 279B, Public Contracts and Purchasing and State of Oregon Department of Justice Attorney General’s Model Public Contract Rules Manual; District Board Policies DJC and DJCA.

District reserves the right:

- (1) to reject any or all proposals not in compliance with public proposal procedures.
- (2) to postpone award of the contract for a period not to exceed ninety (90) days from date of proposal opening.
- (3) to waive informalities in the proposal.
- (4) to select the proposal which appears to be in the best interest of the District.
- (5) to cancel the procurement.

PUBLISHED: Oregon Procurement Information Network (ORPIN)

COPY POSTED AS FOLLOWS:

1 - EDUCATION CENTER, 200 NORTH MONROE STREET, EUGENE, OREGON

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PROPOSED TIMETABLE

EVENT	DEADLINE/DATE
Issue Request for Proposals	May 7, 2019
Proposer's written questions and requests received by District	May 17, 2019
Final RFP Addenda if appropriate	May 22, 2019
Proposal must be received by	May 27, 2019
Proposer Interviews (if necessary)	May 29, 2019
Intent to Award released	May 30, 2019
Contracts signed by	June 20, 2019

Proposed timetable is subject to revision and will vary if award is made without interviews.

OPPORTUNITY TO COMMENT

Firms interested in formally commenting on this RFP, addressing any area(s) in which they believe competition is unduly inhibited (protest), requesting additional information, or clarifying questions may submit a signed written statement using the contact information listed on this RFP cover page. All items shall be labeled "RFP 19-391 Pay Equity Study." Items must be received by 5:00 p.m. May 17, 2019.

The protest of these specifications may be done in accordance with Model Public Contracting Rules, Section 137-047-0730. The potential proposer has ten (10) calendar days prior to the proposal opening date to submit its protest, unless otherwise stated in this RFP. No protest against award because of the content of specifications or contract terms shall be considered after this deadline.

ADDENDA

Addenda, if any, will be issued anytime up until three (3) calendar days prior to the proposal due date unless otherwise stated in this RFP. Addenda will be posted to ORPIN and distributed to all vendors on the solicitation distribution list.

ALTERNATE PROPOSAL

Where the product or service is not as specified, the proposal must clearly be marked "**alternate proposal**," a sample supplied where appropriate, and/or a clear specification of the substitute must be provided, in order for it to be considered a competitive proposal. The District Board or its representative's decision of the acceptability of alternates is final.

PROVISIONS

By submittal of this proposal, the vendor agrees to comply with the provisions of the Oregon Attorney General's Model Public Contract Rules Manual as adopted by District Board Policy. Attention is directed to the latest version of the following provisions. Full copies of any provision may be obtained from the District for the minimal cost of reproduction or from the Department of Justice, Salem Oregon.

OREGON REVISED STATUTES

**ORS 244
ORS 279A, 279B**

**GOVERNMENT ETHICS
PUBLIC CONTRACTS AND PURCHASING**

OREGON ADMINISTRATIVE RULES

**CHAPTER 137
Divisions 046, 047**

PUBLIC PROCUREMENT RULES

EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT

In accordance with ORS 279A.100 - 279A.110, by submitting this proposal, the vendor certifies conformance to the applicable federal acts, executive orders, and Oregon statutes and regulations concerning affirmative action toward equal employment opportunities. All information and reports required by the federal or Oregon state governments having responsibility for the enforcement of such laws shall be supplied to the District in compliance with such acts, regulation, and orders.

PUBLICITY

Proposer agrees that it will not disclose the form, content or existence of any Contract or any Deliverable in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with District, whether or not such disclosure, publicity or association implies an endorsement by District of Proposer's services, without the prior written consent of District.

FOREIGN CONTRACTORS

The attention of all contractors who are not domiciled in or registered to do business in the state of Oregon is called to Oregon Revised Statute 279A.120(2)(a)(b)(3).

(1) "In all public contracts, the public contracting agency shall prefer goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal."

(2) "When a public contract is awarded to a foreign contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total price, terms of payment, length of contract, and such other information as the Department of Revenue may require before final payment can be received on the public contract. The public contracting agency shall satisfy itself that the requirement of this subsection has been complied with before it issues a final payment on a public contract. For purposes of this subsection, a foreign vendor is one who is not domiciled in or registered to do business in the State of Oregon."

SILENCE OF SPECIFICATIONS

The apparent silence of the specifications and/or any supplemental specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only equipment and workmanship of first quality are to be used. District intends that Proposer will furnish complete information for an intact and fully functioning System or Product. If any omitted specification results in ambiguity as to material characteristics of the System or Product, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics and respond with a proposal for an intact and fully functioning system or product, then Proposer shall submit a request for clarification, according to the guidelines for submitting questions as set forth in this RFP. Failure to submit such a request for clarification is at the Proposer's risk. Proposer shall be required to provide a System or Product meeting District's needs with regard to any omitted specification for which a request for clarification should reasonably have been sought by Proposer.

PROPOSAL DEADLINE

One (1) original and three (3) copies of the sealed proposal, including all exhibits, shall be accepted until 2:00 pm, May 27, 2019. Hand delivered sealed proposals shall be submitted at the front reception counter at Eugene School District 4J; 200 North Monroe Street; Eugene, Oregon 97402 attention Julie Cone, Purchasing Analyst. Sealed proposals delivered via US Mail or other delivery service shall be addressed to Julie Cone, Purchasing Analyst; Eugene School District 4J; Support Services Office, 200 North Monroe Street; Eugene, Oregon 97402. Sealed proposals shall be labeled on the outside with "RFP 19-391 Pay Equity Study." An electronic copy of the submission in .pdf format shall be sent to solicitations@4j.lane.edu or provided with the response on a compact disk (CD) or a USB Flash Drive ("thumb drive"). The Hard Copy MUST BE SUBMITTED AND RECEIVED at the specified location by the deadline to meet submission requirements. The electronic submission DOES NOT MEET submission requirements. In accordance with OAR 137-047-0450, the District confirms only the names of each Proposer will be read aloud at a public opening.

Delivery of all components is the sole responsibility of the proposer. The proposer accepts all risks of late delivery of proposals or of misdelivery, regardless of fault. All proposals received after the deadline indicated above will be returned unopened.

RESTRICTIONS ON DISTRICT CONTACT

All questions regarding this request for proposal shall be submitted in writing to the attention of Julie Cone, Purchasing Analyst. No oral questions will be accepted.

- A. Questions shall be submitted via e-mail (solicitations@4j.lane.edu) or mailed to the attention of Julie Cone at Eugene School District 4J, Support Services, 200 North Monroe Street, Eugene, Oregon 97402.
- B. No other contact regarding this request for proposal during the proposal evaluation process shall be permitted. Unauthorized contact regarding this request for proposal may subject the contacting vendor's proposal to rejection.

RIGHT TO RETAIN PROPOSALS

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

PUBLIC RECORDS

This RFP and one copy of each proposal received in response to it, together with copies of all documents pertaining to the award of a Contract, shall be kept by the District and made part of a file or record which shall be open to public inspection after the completion of the execution of the Contract Award (if any). If a proposal contains any information that is considered a trade secret under ORS 192.345(2), each sheet of such information shall be clearly marked with the following caption:

"This data constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The District reserves the right without prejudice to reject any and all proposals.

SCOPE OF WORK

PURPOSE OF RFP

Eugene School District 4J (“District”) invites proposals from qualified firms to supply services in performing a pay equity study for district personnel. The RFP, Proposer Response, and related documents shall be combined to form the resulting contract document. The contract will start in June 2019.

BACKGROUND INFORMATION

The Eugene School District 4J employs approximately 2,000 regular (benefit-eligible) staff over the course of an academic year. There are approximately 280 unique positions in the district, consisting of non-represented employees and employees represented by three labor associations. Non-represented employees’ compensation and benefits are established primarily through policy, administrative regulation, a statement of understanding, offer letters, and HR practices. Non-represented employees include, for example, directors of instruction, finance, human resources, information technology, transportation, facilities, principals of elementary, middle and high schools, assistant principals, supervisors, and FLSA-exempt professionals. The compensation and benefits of teachers, nurses, licensed specialists, school counselors, and the extra duty positions related thereto is set forth primarily in a collective bargaining agreement with the Eugene Education Association. Classified employees, such as school secretaries, nutrition services workers, educational assistants, bus drivers, and custodians, are represented by the Oregon School Employees Association, which has a collective bargaining agreement with the district setting forth compensation and benefits for classified staff members. The Eugene Education Association also represents licensed substitute teachers, and has a collective bargaining agreement addressing their wages and benefits.

The Human Resources Department is responsible for developing position descriptions and maintaining a system of classification and compensation. Based on contract language with OSEA, there is a joint labor management pay grade evaluation committee that evaluates classified job descriptions based on the Willis system – the results of which are totaled and which determine placement of a position or reclassified position into a particular pay grade. Many years ago, Human Resources developed a step and grade system for non-represented staff, and reclassifications of such positions are usually determined through an outside contractor using a system similar to Willis. The district’s position descriptions may be viewed at <https://www.4j.lane.edu/hr/jobdescriptionsandclassif/>.

It has been over a decade since the district undertook a comprehensive study and analysis of its compensation systems. This work is being undertaken now, as the district requires a comprehensive analysis of its compliance with the Oregon Pay Equity Act to enable district legal counsel to provide advice to the district concerning the same, including – if applicable – a corrective action plan. Major purposes of the project also include:

- Assisting Human Resources in the development of cohesive compensation strategy and plan that is equitable, responsive to the financial conditions of the district, capable of addressing changing market conditions, and that addresses the varied nature and requirements of positions in a school district.
- Assess and make recommendations concerning the district’s pay practices, policies and contract language;
- Assist in developing internal capacity

STATEMENT OF WORK

1. Conduct Pay Equity Study of All 4J Job Positions
 - a. Preliminary review of policies, practices and collective bargaining agreements
 - b. Meet with HR regarding goals, challenges and communication planning
 - c. Create project plan including deadlines
 - d. Develop data collection tool/ questionnaire needed to comply with Oregon pay equity law
 - e. Collect data – which may involve conducting group or individual interviews
 - f. Identify potential compensation inequities among employees performing work of a comparable character
 - g. Draft final report of recommendations for legal counsel, including recommendations for implementation, recommended changes to pay plan, equity adjustments, observations to maintain compliance with Oregon Pay Equity law
 - h. Assist Human Resources in implementation plan including communications.

2. Make detailed recommendations concerning 4J's compensation structures and philosophy, including numbers and types of classifications; step and grade progression; mechanisms for identifying and addressing misalignment; mechanisms for responding to changed market conditions; basis for determining and changing salary ranges; maintaining integrity of compensation structures; and resolution for disputes. Recommendations shall consider existing collective bargaining obligations and financial conditions of district and comply with law and best practices.
3. Develop position descriptions.
4. Develop comprehensive compensation plan and educational guide for Human Resources and provide training and tools to Human Resources to maintain plan and pay equity in the future.

REQUIREMENTS

1. Primary consultant must have seven (7) years experience in evaluating positions, developing compensation systems and conducting compensation studies for public sector entities.
2. Knowledge of federal and Oregon state laws relating to compensation practices;
3. Demonstrated knowledge of compensation practices and policies.
4. Demonstrated knowledge of and experience developing compensation plans in an Oregon public sector unionized context.
5. Capacity to complete work within nine months of date of award.

PROPOSAL SUBMISSION GUIDELINES

GENERAL

- A. The term "vendor" or "proposer" shall refer to the firm or individual submitting a proposal.
- B. All proposals must be submitted utilizing the pages provided herein for that purpose.
- C. Proposer may submit a proposal on any or all items as given in the specifications and/or any single item.
- D. Proposals shall have arrived (by mail or hand delivery) to the specific location within the time specified herein. FAX (facsimile) proposals are unacceptable. Delivery is the sole responsibility of the Proposer.
- E. By submitting a proposal, the proposer certifies that the proposal has been arrived at independently and has been submitted without collusion designed to limit competition.
- F. The proposal submitted shall be signed in ink by a representative of the company authorized to bind the firm. Alterations or erasures shall be initialed in ink by the firm representative signing the document.
- G. The District is not liable for any cost incurred by a proposer prior to issue of a contract.

PROPOSAL SUBMITTAL

One (1) original and three (3) copies of the sealed proposal, including all exhibits, shall be accepted until 2:00 pm, May 27, 2019. Hand delivered sealed proposals shall be submitted at the front reception counter at Eugene School District 4J; 200 North Monroe Street; Eugene, Oregon 97402 attention Julie Cone, Purchasing Analyst. Sealed proposals delivered via US Mail or other delivery service shall be address to Julie Cone, Purchasing Analyst; Eugene School District 4J; Support Services Office, 200 North Monroe Street; Eugene, Oregon 97402. Sealed proposals shall be labeled on the outside with "RFP 19-391 Pay Equity Study." An electronic copy of the submission in .pdf format shall be sent to solicitations@4j.lane.edu or provided with the response on a compact disk (CD) or a USB Flash Drive ("thumb drive"). The Hard Copy MUST BE SUBMITTED AND RECEIVED at the specified location by the deadline to meet submission requirements. The electronic submission DOES NOT MEET submission requirements. In accordance with OAR 137-047-0450, the District confirms only the names of each Proposer will be read aloud at a public opening.

Proposal contents must include:

1. Introductory letter including contact information, signed by person authorized to bind the firm.
2. Description of company including its size, locations, number of years in business, and primary services provided. Disclose any employees or owners that may have a conflict of interest and the nature of the conflict.
3. Qualifications and experience:
 - a. Years company has been providing classification and compensation services and studies, and the nature of that experience;
 - b. The consultant's understanding of the services to be provided;
 - c. How your company acquired the expertise to provide the work described above;
 - d. Resume (or comparable description) of experience and qualifications of staff to be assigned to this project.
4. Proposal approach and plan of work
 - a. Describe methodology for conducting pay equity study
 - b. Describe methodology for developing comprehensive compensation plan and policies.
 - c. Work plan identifying tasks to be performed by district and by proposer, estimated number of hours and timeline for completing each step.
 - d. Describe approach to obtaining and communicating information needed.
 - e. A statement indicating the information you will require from district staff and support you will need from district staff.
 - f. A project schedule, based on effective date of agreement, which is expected to be July 1, 2019.
5. Provide a list of public sector clients of similar size and nature as the district for which your firm has provided a similar service in the last 5 years, preference is for clients from Oregon and service more recent such as the last three years. In addition, submit a detailed description of the services provided for two of the clients.
6. Cost proposal – Provide a cost proposal to perform the scope of work. The proposed fee should include all costs and expenses. Please also include the current hourly billing rate for each employee anticipated

to be assigned to work on the project. Separate any optional services from the cost of services requested by this proposal.

PROPOSAL FORMAT

Proposals should be prepared briefly and simply. They should contain a clear and concise description of what is being proposed and be fully responsive to all specific questions and concerns indicated in this RFP. The purpose of this format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each proposal. Failure to submit a proposal in accordance with the provisions of this Section may be grounds to declare the proposal non-responsive. Failure to provide any information requested may result in rejection of your proposal. To provide consistency in the review of the proposals, firms are requested to prepare their responses in the format below:

Proposal is to include all required information to address items listed in this solicitation including information requested in Appendix A- Proposal Certifications and Appendix B – Proposal Signature Page and is requested to be submitted in hard copy and electronic copy.

A. Hard copy/Paper

1. One (1) complete original, signed in ink
2. Three (3) copies of the proposal
3. Printed with a font size no smaller than 10 point on 8-1/2 x 11 size paper
4. Elaborate art work, expensive paper, and expensive visuals are not necessary

B. Electronic

1. E-mail files as noted below to solicitations@4j.lane.edu or include files in original submission on compact disk (CD) or a USB Flash Drive (“thumb drive”)
2. One (1) complete copy preferred in one file, but no more than three files
3. Unless otherwise noted above, proposal files should be submitted in PDF format

OFFER CONTENT

Proposal should be organized in the following order: Title Page/Cover Letter, Appendix A, Appendix B, Response to Requirements and any remaining information. Proposers are cautioned to provide as much detail as possible pertaining to their price, capabilities, and experience providing the services requested in this solicitation. Do not assume the District or evaluation team is familiar with the Proposer. Concise and direct answers are encouraged. The specifications, characteristics, and requirements listed in this solicitation are in no way to be considered to be exhaustive.

HARD COPY IS THE OFFICIAL SUBMISSION AND MUST MEET LISTED DEADLINE TO BE CONSIDERED

EVALUATION OF PROPOSALS

PROPOSAL REJECTION

The District reserves the right:

- A. to reject any or all proposals not in compliance with all public procedures and requirements
- B. to reject any proposal(s) not meeting the specifications set forth herein
- C. to waive any or all irregularities in proposals submitted
- D. to consider the competency of proposers in making any award
- E. to follow the provisions of Section 137-046-0300 of the Oregon Attorney General's Model Public Contract Manual, in the event two or more proposals are for the same amount for the same work
- F. to reject all proposals and cancel the RFP, including after Notice of Intent, prior to contract issuance
- G. to award any or all parts of any proposal
- H. to request references and other data to determine responsiveness
- I. to award any or all parts of a solicitation
- J. to request interviews of highest or all proposers
- K. to conduct discussions and negotiations, and request Best and Final Offers per the provisions of OAR 137-047-0261 of the Oregon Attorney General's Model Public Contract Manual

PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of ninety (90) days from the Proposal Opening Date.

CLARIFICATION OF PROPOSALS

After Opening, the District may conduct discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Proposal.

NEGOTIATION

The District may only conduct Discussions or Negotiate with Proposers in accordance with ORS 279B.060(8). After Award of the Contract, the District may only modify an awarded Contract in accordance with District policy.

RESERVATION IN EVALUATION

The District selection committee reserves the right to either: a) request "Best and Final Offers" from the top tier vendors and award to the lowest priced, b) to re-assess the proposals and award to the vendor determined to best meet the overall needs of the District, or c) award to multiple vendors.

If the District receives offers identical in price, fitness, availability and quality, and chooses to award a contract, the District shall award the contract in accordance with Oregon Model Contract Rules Manual Section 137-046-0300.

PROTEST OF AWARD

In accordance with Oregon Model Contract Rules Manual Section 137-047-0740 any adversely affected Proposer has five (5) calendar days from the date of the written notice of intent to award to file a written protest.

EVALUATION CRITERIA

Proposals will be initially reviewed for completeness and compliance with the requirements of the RFP. Proposals that are incomplete, do not meet requirements of the RFP, or otherwise deemed by the District as "non-responsive" will be rejected. Proposals considered complete, or "responsive", will be reviewed and rated based on the following criteria and point scale:

EVALUATION SCORING

<u>Criteria</u>	<u>Points</u>
Ability, Experience and Qualification of firm and consultants to be assigned	35
Demonstrated past performance, as evidenced by clients and samples	10
Quality and responsiveness of proposal	25
<u>Cost</u>	<u>30</u>
SUBTOTAL	100
<u>Interview/Additional References</u>	<u>50</u>
TOTAL	150

EVALUATION COMMITTEE

A selection committee of District staff will review and rate the written proposals and identify qualified firms to be interviewed. Interviews may be held at a time and date to be designated. Based on the number and quality of the proposals submitted, the District reserves the right, at the District's sole discretion, to make an award without interviews. In such a case, the point scores will be based solely on the 100 points allocated to the proposal process.

CONTRACT GENERAL TERMS AND CONDITIONS

1. GENERAL REQUIREMENTS

All proposers are required to comply with the provisions of Oregon Attorney General's Model Public Contract Rules, and the District Board Policy. The District reserves the right to reject any and all proposals received as a result of this request for proposal, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the District. The contents of the proposal of the successful vendor(s) will become the contractual obligation, if a contract ensues. Failure of the successful vendor(s) to accept these obligations may result in cancellation of the award. The selected vendor(s) will be required to assume responsibility for all services offered in their proposal whether or not produced by them. Further, the vendor will notify the District of the designated person who will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2. ORDINANCES, PERMITS, LICENSES

The contractor shall keep fully informed of local ordinances, state and federal laws in any manner affecting the work herein specified. The proposer shall comply with said ordinances, laws, regulations, and protect and indemnify the District, its officers, and agents against any claim or liability arising from, or based upon, the violations of any such laws, ordinances, or regulations.

All permits, licenses, and inspection fees necessary for the manufacture and delivery of the requested items shall be secured and paid for by the proposer.

3. WAIVER OF PROVISIONS

Contractor agrees that the waiver, acceptance, or failure by the District to enforce any provisions, terms or conditions of this contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of the District to thereafter enforce such provisions.

4. TERMINATION

4.1 For Default. This contract may be terminated by either party upon not less than seven (7) calendar days written notice should the other party fail substantially to perform in accordance with the terms and/or conditions of this contract or any supplements thereof. If Selected Proposer defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the District may terminate the contract, and at the District's option, obtain performance of the work elsewhere. If the contract is terminated for default, Selected Proposer shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the District resulting from such default(s) shall be deducted from any money due or coming due to Selected Proposer. Selected Proposer shall bear any extra expenses incurred by the District in completing the work, including all increased costs for completing the work, and all damage sustained, or which the District by reason of such default may sustain.

4.2 For Public Convenience. This contract may also be terminated by the District in the event that the project is permanently abandoned, as determined in the sole discretion of the District. The District may terminate the contract in whole or in part whenever the District determines, in its sole discretion, that such termination is in the interests of the District. Whenever the contract is terminated in accordance with this paragraph, the vendor(s) shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the District at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the District.

5. CONTRACT BREACH

In the event of a breach by the proposer of any of the provisions of this contract, the District reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to the contractor.

6. DAMAGES

The proposer shall be liable for any damage to the District resulting from his refusal or failure to complete the work under this contract. Damages shall be those actually incurred and include the cost to obtain the contracted work elsewhere.

7. HOLD-HARMLESS AND INDEMNIFICATION

To the fullest extent of the law, the proposer will defend, indemnify, hold harmless and reimburse the District, its officers, board members, agents, and employees, from all claims, demands, suits, actions, penalties, damage expenses or liability of any kind including attorney’s fees. To the extent that death or bodily injury to persons or damage to property arises out of the fault of the proposer, the proposer’s indemnity obligation exists only to the extent it contributed to or caused such damage, whether or not such are contributed to or caused in any part by the District.

8. INSURANCE

The proposer shall maintain in force for the duration of this agreement a Professional Liability insurance policy shall be maintained for not less than \$3,000,000 per occurrence and \$5,000,000 in the aggregate, an Umbrella Insurance policy with limits not less than \$3,000,000, a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate naming the District, its employees, officials and agents as an additional insured as respect to work or services performed under this agreement. This insurance will be primary to any insurance the District may carry on its own.

Evidence of the above coverage issued by a company satisfactory to the District shall be provided to the District by way of a certificate of insurance before any work or services commence. A 30 day notice of cancellation or material change in coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.

Workers' Compensation: The proposer shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners as required by applicable workers' compensation laws. The proposer shall provide a certificate of insurance to the District as evidence of coverage containing a 30 day notice of cancellation clause.

Equipment and Material: The proposer shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.

Subcontractors: The proposer shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverages equivalent to those required of the general proposer in this contract. The proposer shall require certificates of insurance from all subcontractors as evidence of coverage.

Exception or Waivers: Any exception or waiver of these requirements shall be subject to review and approval from the District.

9. COPYRIGHTS

The proposer agrees to protect the District against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase herein. The proposer further agrees to assume all expenses and damages arising from such claims, suits, or proceedings.

10. LIENS, CLAIMS, OR ENCUMBRANCES

The proposer warrants and represents that all the goods and materials contained herein are free and clear of all liens, claims, or encumbrances of any kind whatsoever.

11. DELIVERY INFORMATION

Delivery shall be on any working day (Monday through Friday except holidays) as defined in the RFP. All deliveries are FOB DESTINATION, unless otherwise stated. The proposer agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and such loss, injury or, destruction shall not release the proposer from any obligation under this contract. No charges will be allowed for handling which includes, but is not limited to, packaging, wrapping, bags, containers, or reels, etc., unless specifically stated hereon.

12. DEFECTIVE ITEMS

The Proposer agrees to accept for credit, repair, or replacement, at no charge, any items received defective by the District or proven defective during the agreed warranty period, and to be responsible for ALL TRANSPORTATION costs for return thereof to the Proposer and, when repaired or replaced, the return thereof to the District. Any rejection of goods or materials, whether held by the District or returned, will be at the vendor's risk and expense.

13. DELIVERABLES

All goods or materials purchased herein are subject to the approval of the District. Any rejections of materials or services, whether held by the District or returned, will be at the proposer's risk and expense. All invoices and/or documents affecting this contract shall contain the applicable purchase order number. Pursuant to this contract, packing lists indicating the content therein shall be enclosed with each and every shipment.

14. TIME OF DELIVERY

All deliveries are to be made according to the delivery schedule stated herein. No exception to the delivery schedule shall be allowed unless prior written approval is first obtained from the District Purchasing Department. Time of delivery is of the essence and the District reserves the right to cancel any undelivered portion of any order for failure to deliver on time. Any failure of delivery may be considered a breach of this contract and damages calculated according to the provisions of this contract.

15. REPRESENTATIONS AND WARRANTIES

AUTHORITY; BINDING OBLIGATION. Contractor represents and warrants that (i) Contractor has the power and authority to enter into and perform the Contract; and (ii) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

WARRANTY ON SERVICE STANDARDS. Contractor represents and warrants that: (i) Contractor shall perform all Services in accordance with the highest applicable professional and/or industry standards using only materials and workmanship of first quality; (ii) Contractor shall at all times during the term of the Contract utilize only personnel to perform the Services who are qualified, competent, licensed and certified; (iii) at all times during this Contract, Contractor shall be qualified, competent and current with any necessary licenses to perform the Services; and (iv) all subcontractors, if any are authorized and have been paid in full prior to Contractor's receipt of payment under the Contract.

16. CONTRACT PAYMENTS

All payments to the proposer shall be remitted through the District's normal accounts payable procedures and schedules. Furthermore, the provisions or moneys due under this contract shall not be assignable. In the event that the District is entitled to a cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is LATER. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. As a prerequisite, invoices must reflect agreed upon list price and extension. **All invoices shall be sent to Eugene School District 4J, Attention: Accounts Payable, 200 N. Monroe, Eugene OR, 97402-4295.**

17. WITHHOLDING PAYMENT

In the event the District determines that Selected Proposer has failed to perform any obligation under this contract within the times set forth in this contract, then the District may withhold from amounts otherwise due and payable to Selected Proposer the amount determined by the District as necessary to cure the default, until the District determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Selected Proposer to termination or damages, provided that the District promptly gives notice in writing to Selected Proposer of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due.

18. RIGHT TO AUDIT

The District reserves the right to audit, at reasonable times and places, the books and records of any proposer who has submitted cost or pricing data according to the terms of a contract, to the extent that such books and records relate to such cost or pricing data. Any vendor who receives a contract, for which cost or pricing data are required, shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the contract.

19. PRICING

During the period of the contract, the District reserves the right to perform a spot market analysis to ensure competitive prices are obtained. As part of this analysis, the District can go elsewhere for an item or items if a lower price can be obtained. The proposer has a pre-emptive right to honor the lower price for this item if it wishes.

Prior to the end of a contract year, if a contract extension is available, the District will perform an annual review of the program to determine if the program has performed successfully. If the review results are successful, the District will offer a one year extension to the contract. Renewal periods are the only opportunity for price increases. Pricing for services should increase no more than the US Urban Consumer Price Index annually. Any price increase over the US Urban Consumer CPI shall be justified in writing with documents supporting the reason for the increase. Any price decreases experienced during the contract period shall be passed on to the District immediately.

20. DISTRICT PERSONNEL

No officer, agent, consultant, or employee of the District shall be permitted any interest in the contract.

21. CONTRACT ALTERATIONS

No alteration in any of the terms, conditions, time, delivery, price, quality, quantities, or specifications will be effective without the prior WRITTEN consent of Purchasing.

22. ORDER OF PRECEDENT

In the event of ambiguity, preference shall be in this order: Statement of Work, General Terms and Conditions, the solicitation document, then the proposal document. For discrepancies between this contract and the Oregon Attorney General's Model Public Contract Rules Manual, preference shall be given first to Board Policy then the Rules Manual.

23. OTHER GOVERNMENT AGENCIES

Pursuant to ORS 279A.215 "Permissive Cooperative Procurements" other government agencies shall have the power to establish contracts under the terms, conditions, and prices of the original contract if the Selected Proposer (contractor) agrees. No material change may be made in any terms, conditions, or pricing from those established in the original contract between the District and Selected Proposer.

24. NON-DISCRIMINATION CLAUSE

The Proposer agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment up-grading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

25. PROVISIONS BY REFERENCE

The following provisions of the Oregon Revised Statutes are conditions or clauses of this text and incorporated by reference. Copies of the full text are available upon request.

279B.220	CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING
279B.235	CONDITIONS CONCERNING HOURS OF LABOR; COMPLIANCE WITH PAY EQUITY PROVISIONS; EMPLOYEE DISCUSSIONS OF RATES OF PAY OR BENEFITS
279B.230	CONDITION CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION

26. HAZARDOUS MATERIALS

Orders will not be accepted if they contain any hazardous materials and arrive without labeling and safety data sheets (SDS, essentially similar to Form OSHA 20) meeting Oregon Administrative Rule 437-Division 2, Subdivision Z, Appendix C and D.

27. RECYCLABLE PRODUCTS

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document (ORS 279B.270(2)). Preference for the purchase of recycled materials shall be in accordance with ORS 279A.125.

28. USE OF TOBACCO PRODUCTS

Smoking and the other use of tobacco products is prohibited on all District property, pursuant to OAR 581-021-0110.

29. FINGERPRINTING

Individuals with whom the District contracts with, or any employee, agent or subcontractor of Provider who will have direct, unsupervised contact with students, shall be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check, in accordance with the provisions of ORS 326.603 and ORS 326.607. Individuals or Proposer, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs.

30. INDEPENDENT CONTRACTOR

The Proposer is an independent contractor, not an agent of the District, and nothing in this relationship shall be construed as creating a partnership, joint venture, franchise, agency, or employment relationship between the Proposer and the District. Neither the Proposer nor the District shall have the authority to make any statements, representations, nor commitments of any kind or to take any action binding the other except as provided for herein or authorized in writing by the party being bound.

31. DISPUTE RESOLUTION

31.1 Litigation. Any claim, action, suit, or proceeding (collectively, "Claim") between the District and Selected Proposer that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. **SELECTED PROPOSER BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 31.1.**

31.2 Governing Law. This contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

32. DEBARMENT CERTIFICATION.

The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by the School District, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

33. TAXES

The District is tax exempt. All taxes shall be the responsibility of the Proposer.

34. NON-APPROPRIATION OF FUNDS

If the District's legislative body or other funding authority does not appropriate funds for contract payment for contract year or any subsequent appropriation period and District does not otherwise have funds available to lawfully pay the contract payments ("Non-Appropriation Event") District may, subject to the conditions herein and upon prior written notice to Proposer ("Non-Appropriation Notice"), effective 60 days after the later of Proposer's receipt of same or the end of the District's appropriation period ("Non-Appropriation Date"), terminate the contract and be released of its obligation to make all contract payments due after the Non-Appropriation Date. As a condition to exercising its right under this addendum, District shall: (1) provide in the Non-Appropriation Notice a certification of responsible official that the Non-Appropriation Event has occurred, and (2) pay Proposer all sums payable to Proposer under the contract for services received, excluding termination fees, up to the Non-Appropriation Date.

**APPENDIX A
PROPOSAL CERTIFICATIONS
EUGENE SCHOOL DISTRICT 4J
19-391 PAY EQUITY STUDY**

COMPLETE BOTH SECTIONS I AND II ON THIS PAGE

I. NON-DISCRIMINATION CLAUSE

Proposer agrees not to discriminate against any client, employee or applicant for employment or for services because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any Proposer who is in violation of this clause shall be barred from receiving awards of any Purchase Order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Legal Name of Proposer: _____

Doing Business As (if applicable) _____

Address: _____

Officer's Signature: _____

Print Officer's Name and Title: _____

II. RESIDENT CERTIFICATE

Please Check One:

_____ Resident Proposer: Proposer has paid unemployment taxes or income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal, has a business address in this state and has stated in this proposal whether Proposer is a "resident bidder" under ORS 279A.120(1)(b).

OR

_____ Non-Resident Proposer: Proposer does not qualify under requirements stated above.

Please specify your state of residence: _____

Officer's Signature: _____

Print Officer's Name and Title: _____

**APPENDIX B
SIGNATURE PAGE
EUGENE SCHOOL DISTRICT 4J
19-391 PAY EQUITY STUDY**

The undersigned Proposer agrees to furnish all supplies or perform all work as listed in the Statement of Work, for the price(s) stated, and that all articles supplied under any resultant contract will conform to the specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material, workmanship, and free from defect.

The undersigned Proposer agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by District policies and regulations.

The undersigned Proposer, by submitting a proposal, represents that:

A. Proposer has read and understands the specifications and any drawings or attachments and the proposal is made in accordance herewith.

B. The proposal is based upon the materials, equipment, and systems required by the specifications unless otherwise noted. Failure to comply with the specifications or any terms of this RFP may disqualify Proposer as being non-responsive.

The undersigned Proposer certifies that the proposal has been arrived at by Proposer independently and has been submitted without any collusion designed to limit independent competition.

The undersigned Proposer certifies that he has received and duly considered all addenda to the specifications and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ to No. _____ inclusive.

The undersigned Proposer, therefore, offers and makes this proposal on furnishing the requested services at the prices indicated herein and in fulfillment of the specifications of the District, as stated in this RFP.

Legal name of Proposer: _____

Doing Business As (if applicable): _____

Address: _____

Telephone Number: _____ FAX Number: _____

Federal ID Number: _____ URL Address: _____

Email Address: _____

Officer's Signature: _____ Date: _____

Type or Print Officer's Name: _____

Eugene School District 4J
200 North Monroe Street
Eugene, OR 97402-4295

To: Proposers
From: Julie Cone, Purchasing Analyst
PH: (541) 790-7620; E-Mail: solicitations@4j.lane.edu

Date: May 8, 2019

**ADDENDUM NO. 1
To
RFP 19-391
PAY EQUITY STUDY**

The following items are being issued to the above referenced RFP 19-391. All other specifications, requirements, terms and conditions of this RFP shall remain unchanged.

1. CHANGE OF PROPOSED TIMETABLE

The Opening Date and all references to the RFP due date shall be amended to **May 24, 2019**.

The Final RFP Addenda date and all references to issuing final addenda shall be amended to **May 20, 2019**.

The Written Question and Protest submission date and all references to submitting questions or protests shall be amended to **May 16, 2019**.

REVISED PROPOSED TIMETABLE

EVENT	DEADLINE/DATE
Issue Request for Proposals	May 7, 2019
Proposer's written questions and requests received by District	May 16, 2019
Final RFP Addenda if appropriate	May 20, 2019
Proposal must be received by	May 24, 2019
Proposer Interviews (if necessary)	May 29, 2019
Intent to Award released	May 30, 2019
Contracts signed by	June 20, 2019

**PLEASE ACKNOWLEDGE THE RECEIPT OF THIS ADDENDUM NO. 1
ON THE SIGNATURE PAGE APPENDIX B IN YOUR PROPOSAL.**

Eugene School District 4J
200 North Monroe Street
Eugene, OR 97402-4295

To: Proposers
From: Julie Cone, Purchasing Analyst
PH: (541) 790-7620; E-Mail: solicitations@4j.lane.edu
Date: May 15, 2019

**ADDENDUM NO. 2
To
RFP 19-391
PAY EQUITY STUDY**

The following items are being issued to the above referenced RFP 19-391. All other specifications, requirements, terms and conditions of this RFP shall remain unchanged.

1. VENDOR QUESTIONS AND ANSWERS

A. Question: We understand that the District requests the consultant “Make detailed recommendations concerning 4J’s compensation structures and philosophy, including numbers and types of classifications; step and grade progression; mechanisms for identifying and addressing misalignment; mechanisms for responding to changed market conditions; basis for determining and changing salary ranges; maintaining integrity of compensation structures; and resolution for disputes. Recommendations shall consider existing collective bargaining obligations and financial conditions of district and comply with law and best practices.” Is the District requesting the consultant conduct a market survey in order to make these recommendations?

Answer: The District is not necessarily requesting the consultant to conduct a market survey. However, if the District’s budget permits, the District may request a market survey as an extension of the work being requested. The consultant may propose a market survey as an optional service with a separate cost estimate.

B. Question: Does the District have a budget for this study that it can share with us?

Answer: The District does not have a budget that can be shared at this time.

C. Question: Regarding the District’s request for updated job descriptions, is there a method of job description development you are requesting the consultant use?

Answer: The District is not requiring the use of a particular method for job description development. Any method proposed must be compliant with the Oregon pay equity act.

2. PROPOSAL DELIVERY

Proposers should be aware that there are large road construction projects in the area where the proposal is to be delivered. Please take possible delays into account if delivering responses in person. Late responses will not be accepted.

**PLEASE ACKNOWLEDGE THE RECEIPT OF THIS ADDENDUM NO. 2
ON THE SIGNATURE PAGE APPENDIX B IN YOUR PROPOSAL.**

E. Question: Under the Statement of Work, 1h lists "Assist Human Resources in implementation plan including communication." Can you elaborate on what aspects of implementation you would like addressed in this effort, if the vendor will be responsible for implementing any of the communication plan, and the level of involvement that Human Resources plans on dedicating to this effort?

Answer: The vendor will have a role in developing communications about the plan, though Human Resources is expected to be highly involved as well.

F. Question: As far as communications, they have an Assistant Director and Specialist - I'd be curious if we'd be working closely with them to develop the communications or if they'd rely solely on us?

Answer: The communications department will not be working on communications related to this project. Rather, Human Resources staff will partner with the vendor on communications to 4J employees.

G. Question: Under the Statement of Work, item 3 states, "Develop position descriptions." Can you please specify if this is expected to be a rewrite of all 280 positions? If the effort will include assessing classifications? Is there an expectation to stay with the current PD template or establish a new PD template? What is the objective for developing new position descriptions?

Answer: It is our intention that job descriptions be updated as necessary and in line with job analysis data/questionnaire feedback that will be gathered as an integral part of conducting a pay equity analysis under Oregon law. A new template may be established. An objective for developing new position descriptions, when such development is necessary, is to ensure that position descriptions are updated to reflect major elements of job duties and distinguishing characteristics as necessary. The District lacks internal capacity to update the volume of position descriptions that may be required to be updated or created.

H. Question: Will the District consider RFP submissions if the lead Compensation Consultant has less than 7 years' experience specific to the public sector?

Answer: Responses will be considered that have consultant experience less than seven (7) years. Preference may be given to responses that meet the seven (7) year experience requirement.

I. Question: Will the District consider RFP submissions that exceed the desired 9-month completion timeframe?

Answer: Responses containing a completion timeframe of longer than nine months will not be considered.

**PLEASE ACKNOWLEDGE THE RECEIPT OF THIS ADDENDUM NO. 3
ON THE SIGNATURE PAGE APPENDIX B IN YOUR PROPOSAL.**

Eugene School District 4J
200 North Monroe Street
Eugene, OR 97402-4295

To: Proposers
From: Julie Cone, Purchasing Analyst
PH: (541) 790-7620; E-Mail: solicitations@4j.lane.edu
Date: May 15, 2019

ADDENDUM NO. 3
To
RFP 19-391
PAY EQUITY STUDY

The following items are being issued to the above referenced RFP 19-391. All other specifications, requirements, terms and conditions of this RFP shall remain unchanged.

1. VENDOR QUESTIONS AND ANSWERS

- A. Question:** Can you tell us what firm completed the last Pay Equity Study, when it was completed, and if you were pleased with the study?
Answer: The District has not had a firm complete a Pay Equity Study since the law went into effect in Oregon.
- B. Question:** In the "Background Information" section where major purposes of the project are listed, the RFP states, "Assist in developing internal capacity." Can you please elaborate on what is meant by this?
Answer: "Assist in developing internal capacity" shall include development of a comprehensive compensation plan and educational guide for Human Resources and the provision of training and tools to Human Resources to enable staff to maintain the compensation plan and pay equity in the future. Human Resources staff are generalists who lack the highly specialized experience and training of classification and compensation experts. Additionally, non-Human Resources staff are involved in scoring position descriptions.
- C. Question:** Section 1 of the Statement of Work does not specifically address identifying positions that are considered to be work of comparable character. Is this step expected to be part of the project or will have the District have already identified these groupings?
Answer: This is expected to be part of the project. The District will not have identified these groupings.
- D. Question:** What, if any, will the involvement of labor association be with this project?
Answer: The District intends to communicate with and engage its labor representatives in this process as much as possible and practical.



PROPOSAL
for
Oregon Pay Equity Study
Eugene School District – 4J

May 2019

Submitted by HR Answers, Inc.
Laurie Grenya, SPHR
Co-President
7659 SW Beveland St, Suite 130
Tigard, OR 97223
Phone: 503-885-9185
Fax: 503-885-8614
lgrenya@hranswers.com

Proposal for Oregon Pay Equity Study

Eugene School District – 4J

May 2019

INTRODUCTION TO HR ANSWERS

HR Answers, Inc. (HRA) is a regional consulting firm headquartered in Tigard, Oregon, with a branch office in Salem, Oregon. It was founded in 1985 and is the largest independent human resources consulting firm in the Pacific Northwest. In 2017, HRA cut 69 W-2's. Our consulting staff includes both specialists and generalists who have more than 300 years of combined experience and a wealth of practical, tested solutions to offer our clients. In addition, through our temporary staffing division, we have a flexible staff consisting of an additional 20 HR professionals.

Our consultants are Professionals in Human Resources (PHR) or Senior Professionals in Human Resources (SPHR) certified by the Human Resources Certification Institute, Alexandria, VA. Two of the staff members also possess CPC designations (Certified Professional Consultants) which are conveyed by the International Guild of Professional Consultants.

We believe that our proposal will demonstrate our unique qualifications and the background and experience we would bring to any work for Eugene School District, including:

- We are a firm known and respected for both the quality of our work and the professional competence of our staff, thereby increasing the likelihood of favorable reception by employees to our interactions and recommendations.
- We are noted for the quality of our deliverables, as hopefully is shown in the organization and presentation of this response to the Request for Proposal.
- We have substantial experience in assisting Public Sector organizations with a wide variety of human resources projects, **including many compensation projects**. We use both traditional and customized approaches to fit the specific needs of the individual organization. With our clients, we have created a variety of different types of systems, including integrating Oregon Pay Equity with existing systems of pay for performance, union contracts and management policies.
- We place major emphasis on communicating and working closely with client project managers to achieve understanding, consensus, and ownership of the project results. This is especially critical when communications need to be open and transparent because they are about compensation.

- We believe that there are five guiding principles that should be embedded in any compensation project. They are:
 - External Equity (based on market information)
 - Internal Equity (Oregon Pay Equity) (job value within the organization)
 - Individual Equity (employees paid based on capability, experience, and/or performance)
 - Process Equity (policies and procedures are consistently followed)
 - Ability to pay (financial constraints are acknowledged and addressed)

All of our compensation work is done with these principles in mind unless we are advised by a client that one or more of these are not appropriate for that organization.

HR Answers is an Equal Opportunity Employer registered as a Woman-owned Business Enterprise (WBE) in the state of Oregon, and is committed to bringing about diversity in the workplace. We do not have that same designation in Washington because of our company's size.

A consulting firm is only as good as the people and expertise it brings to the specific project. In this section, we identify the consultants who would specifically be working on the project. The nature and timeliness of this project requires senior level personnel who have the expertise and experience to do the job right the first time.

Our team has extensive experience not only in compensation for private and public sector clients, but also in working with managers, as well as represented and non-represented employees in our consulting assignments. In many cases, clients select us to develop a compensation plan that is fair to the employees and the organization, given fiscal, political, cultural, and historical issues, and constraints. We understand the issues and sensitivities associated with classification and compensation plans and would bring that sensitivity to your project.

SECTION 1 – PAY EQUITY METHODOLOGY

HR Answers has been conducting Internal Equity studies for over 30 years. Internal Equity studies are based on the evaluation of positions within an organization using a set of factors or values as defined by the organization. Oregon Pay Equity Act has defined those “factors” for us in the form of Comparable Characteristics. Because we have been conducting Internal Equity studies for so long, it was not a large transition for us in the design of a Pay Equity system that is compliant with Oregon law.

The five characteristics required by law are best evaluated through multiple factors. We begin with the following for all clients:

- Job Knowledge (factors like education and experience)

- Skill (factors like, interpersonal skills, creativity, dexterity)
- Effort (factors like physical and mental attributes)
- Responsibility (factors like impact, influence, work independence, supervision, planning)
- Working Conditions (factors like hazards, disagreeable elements, shifts, etc)

The client has the option to customize the evaluation levels (measurement standards) within each of the factors associated each of the comparable characteristics, or simply use the factors and their associated evaluation levels we provide. The largest percentage of clients we complete Pay Equity studies for choose to customize.

Once systems, processes and timelines have been determined between HR Answers and the client, we set out to gather the most accurate information on the organizations positions as possible. We use an electronic JAQ (Job Analysis Questionnaire), and input from the incumbents and their supervisors for this process. We find that doing so yields the most buy-in from staff and provides us with very accurate job duties from which to evaluate. This step is completed if there is any concern about the reflection of work that is actually accomplished/assigned verses what is documented in job descriptions. Integrated in the JAQ process is also the evaluation of each job against the comparable characteristics and associated levels.

Upon completion of the evaluations, the Pay Equity Analysis phase begins. This is where those positions, and the incumbents that were defined by the analysis to be in “Comparable Groups”, are analyzed (wages and benefits) to determine if (using the 8 exceptions provided by the law) pay equity exists.

Once completed, and any pay inequities identified, HR Answers will develop a “Corrective Action” plan that is designed to eliminate the pay inequities.

The remaining components of the study are to communicate the findings to the District, assist with making decisions are correcting issues discovered, study implementation and education of the districts HR department in process and methodology.

SECTION 2 - RESPONSE TO RFQ CONDITIONS

Scope of Work

It is our understanding that Eugene School District is interested in a comprehensive Pay Equity study for approximately 350 positions. This project will entail a comprehensive investigation of the district's compliance with the Oregon Pay Equity Act to enable district legal counsel to provide advice to the district concerning the same, including - as applicable - a corrective action plan. An additional, major purpose of this project is to provide the district with specific recommendations and best practices concerning its compensation policies, systems and structures. The scope of work is defined by the following

1. Preparation and Development

Our project process begins with a meeting between the consulting project leader and the Eugene School District HR Director to discuss and finalize the design and scope of the pay equity study, as well as to identify and discuss all relevant data to be gathered in support this study. All classification descriptions, job descriptions, and other pertinent materials will be discussed and a plan for electronic exchange made. We would also establish all of the dates by which progress reports are to be submitted by e-mail or in-person meetings and would review the study steps and processes. During this meeting we will also finalize detailed project plan, communication plan, and resources prior to commencing the analysis.

Once all agreed upon documentation (collective bargaining agreements, compensation structures and policies) have been exchanged, HR Answers will begin a preliminary review of all of these documents in preparation for the evaluation stage of the project.

2. Data Collection & Job Evaluation

It has been our experience that when all employees are informed about the steps and analysis that would be taken in conducting the work, there is a greater acceptance of the final outcomes. We invite Eugene School District to determine whether meetings with all staff are appropriate and warranted. As a critical part of the evaluation process is the gathering of accurate position information on all positions. As a function of identifying anomalies in job measurement, we recommend using a Job Analysis Questionnaire (JAQ) to gather consistent job-related information from each employee and supervisor. A JAQ is a detailed questionnaire that solicits information from the employee about the job knowledge, responsibilities, effort, skills, and working conditions, etc. that are needed to accomplish the assigned work. This is one of the most sensitive aspects of the project as it is foundational to all other processes.

We recommend a series of JAQ Workshops, where your lead consultant would facilitate a series of workshops for all staff (wishing to attend) on aspects of the Pay Equity Law and a line by line explanation of how to complete their JAQ.

Upon the completion of the JAQ by the incumbents, their supervisor would review the material for accuracy and consistency regarding their understanding of the employee’s position, and provide edits to the JAQ.

When there is more than one incumbent in the same job, group interviews may be the best approach the completion of the survey. Again, this is a critical step because if employees do not feel that the consultants truly understand their positions, they may be less accepting of the market data collected and the process as a whole.

3. Data Analysis & Recommendations

Upon completion of the evaluations, the Pay Equity Analysis phase begins. This is where those positions, and their incumbents that ended up in the same “Comparable Groups” from the evaluation, are analyzed (wages and benefits) to determine if (using the 8 exceptions provided by the law) a pay equity exists. At the completion of this analysis of “Comparable Groups” we would identify any pay inequities that exist and draft a “Corrective Action” plan for the District.

The second phase of the analysis is a second review of the districts compensation structures, given the results of the Pay Equity Analysis. As a result, recommend modifications (if any) to compensation structure will be added to the “Corrective Action” plan. The analysis and recommendations will include specific adjustments and costs associated with adjustments. The “Corrective Action” plan will be completed under attorney client privilege.

4. Final Report of Recommendations

This will be accomplished in two stages. A draft report of the pay equity study recommendations, observations to sustain and maintain compliance with the Oregon Pay Equity law in the future, study methodology, pay equity adjustments and pay equity findings will be submitted for the District to review and edit. This report will include project outcomes, management expectations, recommendations for implementation and outlining actions needed to reconcile the current pay practices with the recommended changes in the pay plan. Once the draft report has been modified to include any edits or adds, then the final report will be delivered to the District electronically under attorney client privilege.

The final report will be prepared in electronic format for presentation to all stakeholders identified by Eugene School District.

HR Answers shall provide an electronic copy of the completed plan, materials, manuals, or supporting documents in an agreed upon format.

5. Implementation and Communication Plan

Upon completion and finalization of the study, HR Answers will develop a comprehensive implementation and communication plan to include educational materials for the operation and maintenance of the system, for the districts Human Resource staff. The Plan will include step-by-step processes and timelines for a successful implementation of the new plan.

Once the implementation plan has been developed, HR Answers will conduct a series of meetings with all identified stakeholders to explain the methodology used in all aspects of the study, the evaluation and subsequent recommendations of the compensation structure and pay equity corrections, and finally the concepts of the implementation plan.

The final step in the process will be to develop and deliver a comprehensive educational guide to be used to assist in training Human Resources in the maintenance of the new system. This includes training assigned District staff in the methodology used to systematically conduct Equal Pay analysis in order to maintain internal compensation equity in the future.

SECTION 3-REFERENCES & WORK SAMPLES

HR Answers works with dozens of public-sector organizations to provide comprehensive compensation services. Specific to higher education, most recently we have provided compensation services to: Umatilla District, Willamette University, Mount Hood Community District, Clackamas Community District, and Chemeketa Community District.

We invite Eugene School District to contact the following references who can comment on the quality of our work and professional competence of our staff. We have included a brief summary of the work we conducted for each. Should you want more references, we would be happy to provide them for you. Additionally, we have provided a partial list of our public-sector clients at the end of this proposal. Accompanying those are a sample of our Job Analysis Questionnaire, our individual salary survey results and the first few pages of a sample compensation policy (which includes a philosophy statement), so that you can see the type of documents we work with.

Jennifer Blake, Human Resources Director

Umatilla District

Phone: 541-278-6207

Email: jennifer.blake@umatillaDistrict.net

We are currently in the middle of a complete Pay Equity study

Vicki Hedges, SHRM-CP

Director of Human Resources Operations

Clackamas Community District

P: 503-594-3087

Email:

Currently completing a complete Pay Equity Study

Alice Sprague, Director of Human Resources

Chemeketa Community District

Alice.sprague@chemeketa.edu

503-399-2537

HR Answers is in the midst of a comprehensive Pay Equity study.

Rachele Lyon MBA, THRP
 Chief Human Resources Officer
Southwestern Oregon Community District
 541.888.7259
 Email: rachele.lyon@socc.edu
 HR Answers is beginning a complete Pay Equity study.

Should you be interested in talking with other organizations for whom we have conducted similar work, please just let us know, and we can provide additional contact information.

SECTION 4 – FEE PROPOSAL

This proposal has been carefully reviewed and the firm does have the ability and willingness to provide all the necessary services and materials. HRA also understand that as a public-sector employer Eugene School District may not have the funds available to accomplish this amount of work within one budget cycle. If needed, HRA would welcome and encourage further discussion on the matter as we have flexibility to accommodate the timeline and changes in the way work is done to reduce budget.

The cost of our service is based on an estimate of the time required to carry out all the steps necessary for the required work. The hourly rates shown below are discounted by 10% from our regular rates in consideration of Eugene School District’s status as a Public Entity.

Principal Consulting.....	\$270/hour
Senior Consulting.....	\$180/hour
Professional Consulting.....	\$160/hour
Administrative support and travel time.....	\$ 90/hour

Preparation and Development: Project meeting to set project scope & timelines; and documentation gathering.	\$7,200 (40 hours)
Job Evaluation: If Eugene School District chooses to customize the factors and levels within each comparable characteristic, it will involve a series of meetings with the “Pay Equity Team” for this development. (up to 5 meetings)	\$14,400 (80 hours)
Data Collection: Process of gathering information from incumbents and supervisors for documentation of their position and Comparable Character Analysis. <ul style="list-style-type: none"> • <i>E-Survey Development</i> 	\$10,800 (60 hours)

<ul style="list-style-type: none"> • <i>E-Survey Administration</i> 	<p>\$7,200 (40 hours)</p>
<ul style="list-style-type: none"> • <i>Facilitation of group meetings to complete survey as needed (up to 15)</i> 	<p>\$10,800 (60 hours)</p>
<p>Develop Job Description format and content: Develop a standardized job description format inclusive of the needs of the organization, HR best practice, and Oregon Pay Equity requirements.</p> <p>Use the newly developed standardized format to develop position descriptions reflective of different work as define by the Pay Equity Characteristics. While the organization currently has 350 jobs we recognize this number will fluctuate. As we are unable to determine the amount of fluctuation without the completion of the data collection phase the estimate is based on 350 positions.</p>	<p>\$7,200 (40 hours)</p> <p>\$63,000 (350 hours)</p>
<p>Data (Pay Equity) Analysis: Analysis of incumbents that end up in the same “Comparable Groups” from the evaluation, to determine if a pay equity exists. At the completion of this analysis of “Comparable Groups” we would identify any pay inequities that exist and draft a “Corrective Action” plan for the District.</p>	<p>\$28,800 (160 hours)</p>
<p>Pay Structure, Policy and CBAs: The District’s compensation structures, policies and CBAs will be analyzed in relation to the results of the pay equity analysis, to determine if there would be benefit from changes that enable the District to better maintain pay equity in the future.</p>	<p>\$14,400 (80 hours)</p>
<p>Report of Recommendations: Draft a report of all findings and present as needed to the District and other groups as defined by the District. (up to 5 meetings)</p>	<p>\$6,300 (35 hours)</p>
<p>Implementation Plan: Develop a comprehensive implementation and communication plan to guide the organization with the implementation of the new system.</p>	<p>\$4,500 (25 hours)</p>
<p>10% contingency for additional time needed at the direction of the District.</p>	<p>\$17,460</p>
<p>Total Project Costs w/ 10% contingency</p>	<p>\$192,060</p>

Estimated Expenses

Multiple face-to-face meetings between HR Answers consultant and the District assuming up to 30 meetings in the Eugene area:

- Travel time\$8,100
- Mileage estimate\$3,270

Total Travel Expenses..... \$11,370

Should these numbers of meetings change, we are prepared to discuss any adjustment in our fees resulting from such actions. It is our policy to discuss our fees with clients in order to meet all budget requirements for the work. If this is beyond the budgeted amount for this work, some of the work could be eliminated, some work could be done by Eugene School District staff members, or the scope of work could be changed. We would happily work with Eugene School District to identify changes that could be made to ensure that the project fits both your needs and budget.

SECTION 6 -PROFESSIONAL RESUMES

Laurie L. Grenya, SPHR – Co-President & Project Support

Person authorized to negotiate the proposed contract for this RFQ

Laurie is our Co-President with over 15 years of human resources experience in the public sector. Laurie has extensive knowledge and understanding of compensation work and Human Resource management for all sizes of government agencies. Laurie’s skills include salary surveys, classification and position description development, Human Resource system management, project planning, training, staffing and recruitment, organizational design, labor contract negotiations, interest arbitration and mediation. Laurie has extensive experience working with executive, management and staff in group settings and one-on-one meetings to explain and exchange information or facilitate discussions. Laurie has served as an expert witness in arbitration hearings and supported Attorneys in case development and settlement discussions. Laurie is truly an expert in public sector organization compensation and has literally worked on more than one hundred compensation projects. Laurie has a passion for effective management and has a keen eye for alternative solutions within best practice and acceptable risk.

Paul H. Hutter, SPHR - Senior Consultant, Project Lead; Project Support

Paul is a Senior Consultant with over 20 years of human resources experience in both the private and public sectors, 15 of which has been in consulting. Paul is certified as a Senior Professional in Human Resources (SPHR) through the Human Resources Certification Institute. Paul's expertise lies within a full range of human resource services; chiefly among them, the completion of compensation and classification studies. Paul also specializes in management development and has extensive knowledge and understanding of industry best practice in adult learning, organizational and management development and Human Resource management for all sizes of organizations. In

addition, Paul’s skills include, Human Resource system management, project planning, training, staffing and recruitment, organizational design, labor contract negotiations, and corporate level strategic planning. Paul has extensive experience working with executive, management and staff in group settings and one-on-one meetings to explain and exchange information or facilitate discussions. Paul’s expertise in this area has provided him the opportunity to provide this level of service to hundreds of clients.

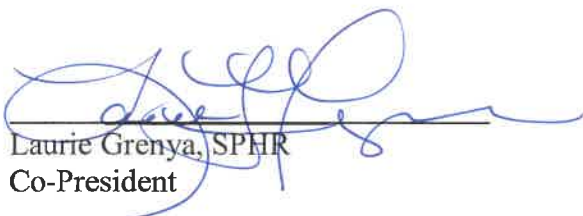
Other consultants may also assist on this project as needed to meet timelines and work product. HR Answers has an extensive staff of consultants who routinely work on our large compensation projects. For additional staff bios, please visit our website, www.hranswers.com.

SUMMARY

We believe HRA is eminently qualified to carry out the work required to bring this study to a successful and acceptable conclusion. Our many years of consulting experience with public entities provides us with insight that other firms may not possess. In particular, our many years in conducting compensation studies. Much of this work entailed reviewing our work with all of the constituents involved. We believe we have developed skills to both conduct these studies and communicate with the various audiences that are party to the project. In particular, we are adept at working with organizations that are represented by unions.

It is our plan to assign our three most experienced consultants to this work, each of whom have worked extensively in classification and compensation issues with public entities. Because of the size of our firm, we can assure you that all work will be completed on schedule. It has been our experience that client organizations often want project work to proceed as quickly as possible; however, they find that other issues or urgent situations can intrude on the project work. We have found that we can make up about 50% of any client delay which minimizes time lost.

We would welcome the opportunity to conduct this work for Eugene School District and we invite you to contact us with any questions or desire for additional information.


Laurie Grenya, SPHR
Co-President

APPENDIX A
PROPOSAL CERTIFICATIONS
EUGENE SCHOOL DISTRICT 4J
19-391 PAY EQUITY STUDY

COMPLETE BOTH SECTIONS I AND II ON THIS PAGE

I. NON-DISCRIMINATION CLAUSE

Proposer agrees not to discriminate against any client, employee or applicant for employment or for services because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any Proposer who is in violation of this clause shall be barred from receiving awards of any Purchase Order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Legal Name of Proposer: HR Answers, Inc.

Doing Business As (if applicable) _____

Address: 7650 SW Beveland St. #130 Tigard, OR 97223

Officer's Signature: 

Print Officer's Name and Title: Laurie Grenya, Co-President

II. RESIDENT CERTIFICATE

Please Check One:



Resident Proposer: Proposer has paid unemployment taxes or income taxes in this state during the last ~~twelve calendar~~ months immediately preceding the submission of this proposal, has a business address in this state and has stated in this proposal whether Proposer is a "resident bidder" under ORS 279A.120(1)(b).

OR

____ Non-Resident Proposer: Proposer does not qualify under requirements stated above.

Please specify your state of residence: Oregon

Officer's Signature: 

Print Officer's Name and Title: Laurie Grenya Co-President

**APPENDIX B
SIGNATURE PAGE
EUGENE SCHOOL DISTRICT 4J
19-391 PAY EQUITY STUDY**

The undersigned Proposer agrees to furnish all supplies or perform all work as listed in the Statement of Work, for the price(s) stated, and that all articles supplied under any resultant contract will conform to the specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material, workmanship, and free from defect.

The undersigned Proposer agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by District policies and regulations.

The undersigned Proposer, by submitting a proposal, represents that:

A. Proposer has read and understands the specifications and any drawings or attachments and the proposal is made in accordance herewith.

B. The proposal is based upon the materials, equipment, and systems required by the specifications unless otherwise noted. Failure to comply with the specifications or any terms of this RFP may disqualify Proposer as being non-responsive.

The undersigned Proposer certifies that the proposal has been arrived at by Proposer independently and has been submitted without any collusion designed to limit independent competition.

The undersigned Proposer certifies that he has received and duly considered all addenda to the specifications and that all costs associated with all addenda have been included in this proposal:

Addenda: No. 1 to No. 3 inclusive.

The undersigned Proposer, therefore, offers and makes this proposal on furnishing the requested services at the prices indicated herein and in fulfillment of the specifications of the District, as stated in this RFP.

Legal name of Proposer: HR Answers, Inc.


Doing Business As (if applicable): _____

Address: 7650 SW Beveland St #130, Tigard, OR 97123

Telephone Number: 503-885-9815 FAX Number: 503-352-5582

Federal ID Number: 93-1175193 URL Address: hranswers.com

Email Address: Lgrenya@hranswers.com

Officer's Signature:  Date: 5/20/19

Type or Print Officer's Name: Laurie Grenya, CO-President



This contract award executed by Eugene School District 4J (District) and the following documents incorporated into the contract by reference, shall constitute the full and complete agreement (“Agreement”) between the School District and HR Answers, Inc. (HR Answers):

1. RFP 19-391 dated May 22, 2019 (“RFP”);
2. Addendum 1 dated May 7, 2019 (“Addendum 1”);
3. Addendum 2 dated May 7, 2019 (“Addendum 2”);
4. Addendum 3 dated May 15, 2019 (“Addendum 3”);
5. HR Answers response to the RFP, dated May 22, 2019 (“Proposal”);

Any other communications, oral or written, are not binding on either party. All modifications to this Agreement must be in writing and signed by a duly authorized representative of the District and HR Answers.

Term. The term of the agreement is from June 20, 2019 through April 30, 2020.

Payments. Compensation is based on completion of deliverables as outlined in Proposal, not to exceed \$225,000 for all payments, inclusive of travel expenses.

All invoices must reference Purchase Order [ADD #] and be sent to one of the following:

By Mail: Eugene School District 4J
Accounts Payable
200 North Monroe Street
Eugene, OR 97402-4295

By Email: acctspayable@4j.lane.edu

This Agreement represents the entire agreement between the parties. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Eugene School District 4J

HR Solutions, Inc.

By: _____
Cydney Vandercar, Deputy Clerk

By: _____
Laurie Grenya, Co-President

Date: _____

Date: _____



ITEM FOR INFORMATION

Date

August 8, 2019

Title

Bond Update: Edison Elementary School

Presenters

Kerry Delf

Description

Local voters approved a bond measure in November 2018 to fund capital improvements at every 4J school. Three aging school buildings will be replaced with high-quality facilities built for school safety, modern seismic standards, sustainability, and 21st century education: North Eugene High School, Edison Elementary School and Camas Ridge Elementary School. Planning for the new school buildings and other capital improvements is underway now.

The two South Eugene region elementary schools will be rebuilt consecutively, with the new Edison Elementary School constructed first, followed by the new Camas Ridge Elementary School. A temporary school location will be created at the Willard site to house school operations during construction of the new schools on their existing sites. The existing Willard gym will be renovated, and classroom space will be created with a combination of pre-fabricated building space and some portables that can later be relocated for use at other district sites.

At this meeting staff will present an update on planning for the new Edison Elementary School.

Architects to design the new Edison Elementary School will be approved later this summer. The district reviewed proposals from architectural firms in May, interviewed the top firms in June, and negotiated details with the selected candidate in July.

Before beginning architectural design work for the new Edison Elementary School building, the district scheduled community meetings to provide information about the design and construction process, discuss what we have heard from prior community engagement, and hear more from the community on what is important in the design of the new school for this neighborhood.

Following the community meeting held at Edison on June 17, an online input form was posted and publicized to garner additional community input on design direction for the new school.

The second community meeting is on Monday, August 12, 6 p.m., at Roosevelt Middle School.

Board and Superintendent Goals

4J Vision 20/20 Strategic Plan

Goal III: Communication & Connection with Community

Goal V: Stable, Sustainable Stewardship



ITEM FOR ACTION

Date of Meeting

August 8, 2019

Title

Appoint a Board Member to Fill the Unexpired Term of Position 6

Presenter

Kerry Delf

Description

The Eugene School District 4J Board of Directors has a vacant position due to the resignation of board member Evangelina Sundgrenz, who has moved away from the Eugene area. In accordance with state law and board policy, the board will appoint a district resident to the position.

Eugene School Board positions are non-partisan and are not connected to any specific region. Under Oregon law, board members must be registered voters in Eugene School District 4J, and must have lived in the district for at least one year immediately preceding their appointment. Applicants do not need to be parents of students in 4J schools. Employees of Eugene School District 4J and of charter schools within the district are not eligible for appointment.

The application period for candidates to fill the board vacancy was open for 6½ weeks, June 14–July 31, 2019, and was publicized in numerous ways. A total of 16 district residents submitted applications and one withdrew. The 15 candidates were scheduled to be interviewed by the board on Monday, August 5, and 14 candidates participated.

After considering candidates' applications and initial interviews, board members indicated their preferred candidates to move forward for further interviews and consideration for appointment. The three candidates identified by the largest number of board members—Gary Campbell, Maya Rabasa and Jim Torrey—were scheduled for second interviews in a work session on August 8 preceding the board meeting.

At this meeting the board will ballot to select one candidate to appoint through June 30, 2021.

Recommendation

The superintendent recommends that the board appoint one elector to Position 6 on the Board of Directors to serve from August 8, 2019–June 30, 2021.



ITEM FOR ACTION

Date of Meeting

August 8, 2019

Title

Administer Oath of Office to Newly Appointed Board Member

Presenter

Gustavo Balderas, Superintendent

Description

The board has appointed one elector to Position 6 on the Board of Directors to serve from August 8, 2019–June 30, 2021.

Oath of Office:

Please repeat after me:

I, (*prompt them "say your name"*) _____
do solemnly swear or affirm (*pause*)
that I will support the laws (*pause*)
and Constitutions of the United States of America (*pause*)
and of the State of Oregon, (*pause*)
and that I will faithfully discharge the duties of my office (*pause*)
as a member of the Board of Directors (*pause*)
of Eugene School District 4J, (*pause*)
to the best of my ability (*pause*)
for the term August 8, 2019 (*pause*)
through June 30, 2021, in Position Number 6