

NOTICE: The meeting will be open to the public via live broadcast on KRVM 1280-AM, the internet at www.4j.lane.edu/stream, in-person or via Zoom Webinar at <https://zoom.us/j/97396578668?pwd=LzBRReEppqZ0JxRzVpaVdlQ3h5UFVzd09>

School Board Meeting Request Forms:
 Attend in-person: www.4j.lane.edu/board/attendance
 Provide public comment: www.4j.lane.edu/board/publiccomment

Community members interested in attending the sessions in-person must submit a request in advance, as seating is limited due to COVID-19. If more people request to attend the meeting in-person than can be accommodated, priority will be given to individuals who have not recently attended a board meeting in-person. Face mask requirements and physical distancing protocols will be in effect.

The board will hear public testimony in-person and via Zoom from community members who sign up in advance. Up to 10 people will be scheduled to provide public comment, whether in-person or virtually, at each regular meeting. Priority will be given to residents who have not recently provided public comment in a board meeting.

Requests to attend a board meeting in-person or provide public comment must be submitted no later than 5 p.m. on the Monday before the meeting.

7:00 PM
5:30 p.m. Work Session and 7:00 p.m.Regular Board Meeting

I.	5:30 p.m. Work Session:	
1.	Discuss Superintendent Selection Process	3
	Presenters: Judy Newman, Board Chair and Martina Shabram, Vice Chair	
II.	7:00 p.m. Regular Board Meeting:	
III.	Call to Order, Roll Call, Flag Salute, Land Acknowledgement	
IV.	Agenda Review	
V.	Introduction of Guests and Superintendent’s Report	
VI.	Comments by Board Chair	
VII.	Items Raised by the Audience	
VIII.	Comments by Employee Groups	
IX.	Comments and Committee Reports by Individual Board Members	
X.	Consent Group - Items for Action	
1.	Approve the Purchase of Type 10 Vans	22
	Presenter: Arthur Hart, Director of Transportation	
2.	Approve the Purchase of School Buses	29
	Presenter: Arthur Hart, Director of Transportation	
3.	Approve Award of Contract for Site Preparations for Modular Classroom Buildings at Kelly Middle School.	45
	Presenter: Ryan Spain, Director of Facilities	
4.	Approve Memorandum of Agreement with OSEA – Reopener of 2018-22 Collective Bargaining Agreement	46
	Presenter: Christine Nesbit, General Counsel	
XI.	Items for Information	
1.	Receive an Update on the Educational Equity Advisory Committee and Senate Bill 732 (20 minutes)	63
	Presenters: Cydney Vandercar, Interim Superintendent; Misael Flores Gutierrez, Director of Equity, Inclusion and Instruction and Larry	

	Williams, Director of Equity, Inclusion and Instruction	
	2. Receive Update on 4J Plans for Return to School in Fall 2021 (20 minutes)	69
	Presenter: Cydney Vandercar, Interim Superintendent	
XII.	Items for Action	
	1. Initiate Adoption Process for Elementary Language Arts and Social Studies Curriculum (5 minutes)	70
	Presenters: Eric Anderson, Director of Curriculum; Sarah Knudsen, Teacher On Special Assignment; Katie Stiles, Teacher On Special Assignment	
	2. Initiate Adoption Process for Secondary Language Arts Curriculum (5 minutes)	77
	Presenters: Eric Anderson, Director of Curriculum and Tammy Steeves, Teacher On Special Assignment	
	3. Approve Revisions to Board Policies: IIBGA Electronic Communications System; INDB Flag Displays and Salutes; JGA Corporal Punishment (5 minutes)	84
	Presenter: Christine Nesbit, General Counsel	
	4. Consider Approval of Process for Initiating Superintendent Search (10 minutes)	90
	Presenters: Judy Newman, Board Chair and Martina Shabram, Vice Chair	
	5. Approve Resolution 2021-22-09 Concerning Masking and Other Protective Measures to Ensure Safe Public Meetings (15 minutes)	91
	Presenter: Christine Nesbit, General Counsel	
XIII.	Items for Action at a Future Meeting	
	1. Consider Revisions to Board Policy KGB Public Conduct on District Property (15 minutes)	95
	Presenter: Christine Nesbit, General Counsel	
XIV.	Suggestions by the Board for Consideration of Items at a Future Meeting	
	1. 2021–22 Board Meeting Dates:	
	JULY: Thursday, July 1, 2021—Special Board Meeting	
	AUGUST: Wednesday, August 4 and Wednesday, August 18;	
	Board Retreat Dates: August 25 and August 28	
	SEPTEMBER: Wednesday, September 1 and Wednesday, September 22	
	OCTOBER: Wednesday, October 6 and Wednesday, October 20	
	NOVEMBER: Wednesday, November 3 and Wednesday, November 17	
	DECEMBER: Wednesday, December 1 and Wednesday, December 15	
	JANUARY 2022: Wednesday, January 12, 2022	
	FEBRUARY: Wednesday, February 2 and Wednesday, February 16	
	MARCH: Wednesday, March 2 and Wednesday, March 16	
	APRIL: Wednesday, April 20	
	MAY: Wednesday, May 4 and Wednesday, May 18	
	JUNE: Wednesday, June 1 and Wednesday, June 22	
XV.	Adjourn	

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

INTERPRETERS FOR THE DEAF AND HARD OF HEARING:

To request interpreter services for this meeting, please call (541) 790-7850 or TDD (541) 790-7712 or the TDD Relay Number 1 (800) 735-2900



WORK SESSION

Date of Meeting

August 18, 2021

Title

Discuss Superintendent Selection Process

Presenter

Judy Newman, Board Chair
Martina Shabram, Vice Chair

Description

The board will hold a work session to discuss superintendent selection processes.

In May 2020, the board appointed Cydney Vandercar interim superintendent for the 2020–21 school year. In November 2020, the board considered undertaking a superintendent search process, and solicited proposals from executive search firms to coordinate and support that process. Proposals were solicited with an Informal Request for Proposals (included in attached materials), which was developed by a subcommittee and approved by the board in August 2020. After reviewing and interviewing search firms, the board opted to cancel the search firm selection process, and extended the appointment of the interim superintendent through the 2021–22 school year.

The board will discuss superintendent selection process options and next steps.



EUGENE SCHOOL DISTRICT 4J
INFORMAL REQUEST FOR PROPOSAL (IRFP)
Solicitation # 20-0818-01

**Executive Search and Recruitment Services for
Superintendent of Schools**

Proposals due September 8, 2020, 5:00pm local time

Pre-Proposal Questions due by August 25, 2020, 5:00pm local time

Contact Information

Holly Langan, Director of Support Services
Eugene School District 4J, Purchasing Office
200 North Monroe Street
Eugene, OR 97402

purchasing@4j.lane.edu (541) 790-7620

EUGENE SCHOOL DISTRICT 4J

IRFP 20-0818-01: SUPERINTENDENT SEARCH FIRM

1. Introduction

The Board of Directors (“Board”) for Eugene School District 4J (“District”) seeks written, informal proposals from experienced executive search firms or individuals to provide consulting services for a national search for a superintendent.

Eugene School District 4J is a K–12 public school district in and around Eugene, Oregon. The district spans 155 square miles in Oregon’s southern Willamette Valley. There are about 16,500 K–12 students: 19 elementary schools, eight middle schools, four comprehensive high schools, an alternative high school program, an international high school program on multiple campuses, and a life skills program. Among these programs are five K–12 language immersion programs in Chinese, French, Japanese, Spanish, and Spanish/English dual immersion. There also are five public charter schools located in the district. An area of focus for the district and all schools is to address equity and ensure that all students succeed at high levels. The seven-member Board of Directors is the policy-making body of the school district. The school board usually meets in regular public sessions on the first and third Wednesdays of each month in the evening.

2. Timeline

The following schedule will be used for the implementation of this IRFP.

Date	Activity
August 18, 2020	IRFP distributed
August 25, 2020	Deadline for submission of questions about the IRFP
September 8, 2020	Responses to IRFP due at 5:00 p.m. local time
September 16, 2020	Initial screening of proposals and selection of firms to be interviewed
September 21-25, 2020	Interviews with finalist firms conducted
October 7, 2020	Board approves selection of search firm
October 8, 2020	Search firm begins the search process
Spring 2021	Selected candidate begins working with current Superintendent to ensure an orderly transition
July 1, 2021	Selected candidate becomes Superintendent

3. Scope of Work

The District is beginning its search for a qualified candidate to become its new superintendent of schools as of July 1, 2021. In order to ensure an orderly transition, the Board plans to finalize a selection for the new superintendent by the end of February 2021. An executive search firm or individual with experience in the recruitment of superintendents for mid-sized school districts will work with the Board in the search for the most qualified candidate.

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3.1. Contractor Deliverables

The Board will work with the selected firm or individual to develop a superintendent search process and a timeline for the search activities. At a minimum, the activities will include:

1. Develop, for board adoption, a profile of desired characteristics for superintendent that incorporates the District's goals and the leadership characteristics that the Board and community consider requisite for success.
2. Demonstrate a candidate identification process that identifies a diverse pool of highly qualified and competent candidates in districts with a similar achievement and community context, reflecting a familiarity with our students' needs.
3. Advise the Board on a compensation package that facilitates successful recruitment of the quality and experience of Superintendent desired.
4. Solicit applications nationally.
5. Develop, for board approval, hiring procedures to be used for the position.
6. Advise the Board regarding identification and assessment of candidates.
 - a. Develop and distribute recruitment materials that will encourage qualified candidates to apply
 - b. Conduct a national search that will include advertising the position broadly in print media as well as through an effective web-based strategy
 - c. Conduct personal outreach recruiting to ensure that the applicant pool includes highly qualified candidates with diverse backgrounds and experiences
 - d. Collect all relevant background information on potential candidates so that the strengths and weaknesses of each applicant can be assessed
 - e. Assist the Board with prescreening candidates based on clearly delineated criteria
 - f. Assist the Board (or possible advisory committee on the board's behalf) in evaluating the applicants against the qualifications and criteria developed to create a group of candidates for interviews
7. Assist with logistics of finalist interviews.
 - a. Facilitate visits by the Board to the communities of the finalists
 - b. Facilitate community forums and interviews with the finalists
8. Ensure a satisfactory conclusion to the search.
 - a. Assist the Board in contract negotiations with the selected candidates

Understanding that discretion is of utmost importance to our district, as well as to many candidates, the search firm must maintain the confidentiality of all information collected as appropriate.

3.2. Contractor and Subcontractor Fingerprint-Based Criminal History Verification

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The Contractors and individuals employed or contracted by Contractor, who will have direct, unsupervised contact with students, shall also 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. The Oregon Department of Education provides fingerprinting services for Contractors pursuant to ORS 326.603 and ORS 326.607. Individuals or the Contractor, 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. Contractor will follow the instructions on the district website at www.4j.lane.edu/hr/icbackgroundprocess.

3.3. RFP Questions, Clarifications and Changes

Changes, additions, deletions or clarifications to this IRFP will be supplied by email.

Any Proposer requiring clarification of the information provided in this solicitation must submit specific questions or comments in writing to the Procurement Contact shown on page 1 of this document. Email is the preferred form of written communication. The deadline for submitting such questions is shown on page 1 of this document.

If selected for award, a proposer will be expected to execute a contract with the material terms and conditions of the sample contract included with the solicitation documents. The material terms and conditions of the sample contract may be modified at the sole discretion of the District upon determination that the modification is in the best interest of the District.

If the proposer selected for award as a result of this IRFP fails to agree to a contract with the material terms and conditions of the sample contract attached, the District may terminate negotiations with the proposer and commence negotiations with the next highest ranked proposer.

4. Proposal Format, Content, and Submission

4.1. Proposal Format

District proposal standards:

- a) Proposal includes Attachment A, Proposer Certifications and Representations Form, signed.
- b) Proposal addresses all evaluation criteria in 4.3.
- c) Proposal is complete and succinct; it does not include extraneous information.

4.2. Proposal Content

Address all Evaluation Criteria listed in Section below and in the order provided; include reference and cost attachments if requested. Include a completed Attachment A: Proposer Certifications and Representations.

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4.3. Proposal Sections and Evaluation Criteria

Criteria	Points
<p>1. Executive Summary. Provide a short summary that demonstrates your understanding of the scope of services required by the District and why your firm is best able to provide that scope of service, including the expertise and types of searches performed by your firm.</p>	10
<p>2. Experience.</p> <ul style="list-style-type: none"> a) Describe the capacity of your firm to perform the scope of work provided in Section 2. Describe how many superintendent searches for comparable districts your firm has completed in the last six years. b) List the key staff proposed to perform the Work, if contracted. Describe the role of each key staff proposed and the percentage of their time allotted to the project. Note any staff or consultants connected to the region who would be serving a role in the search. c) For each member of the project team, please provide a description of their experience and education, time with the company, and how their experience suits their role on the team. Include experience of staff with recruitment for a position in Oregon. d) Specify the number of superintendent searches in which each member has participated and in what capacity. Note the longevity of superintendents hired by members of this team or firm over the past six years. Describe any particularly noteworthy accomplishments of the superintendents placed. 	25
<p>3. Work Plan. Provide details on the following:</p> <ul style="list-style-type: none"> a) The search activities and approach. Describe how your firm would recruit for the Oregon region. Describe your understanding of what is unique or particular about education in Oregon. b) Methods you will use to communicate and work with the Board. c) Methods you will use to recruit a diverse pool, to identify prospective candidates and promote their interest to apply. Include how you would ensure that the recruitment process is equitable and accessible, particularly to candidates from communities that have been historically marginalized. Describe how you address implicit bias in building and screening the applicant pool. d) Describe how you will effectively engage stakeholders (staff, students, families, and the broader community) both in terms of collecting information to develop the initial position qualifications and evaluation criteria and in providing a meaningful way to generate, receive, and use their input in the evaluation of final candidates. Describe the firm’s philosophy about what role these stakeholders play in selecting a 	40

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<p>superintendent. Describe how your firm has adapted its practices, policies, and environment in light of changing notions of institutional bias and systemic oppression.</p> <p>e) Describe what the major challenges to a successful superintendent search are and how the project team will address them. Please address how the search may be impacted by the COVID-19 pandemic.</p> <p>f) Estimate a reasonable timeline that the project team will use to guide the search process.</p> <p>g) Describe the Information, services and assistance you will require from the Board and district staff to enable you to conduct the search.</p>	
<p>4. Budget. Provide a budget with total not to exceed cost of services and payment terms. The budget should provide a breakdown of costs in the following areas:</p> <p>a) Estimated cost by each scope of work section</p> <p>b) Estimated hours spent by each member of the project team and their fees</p> <p>c) Estimated travel expenses</p> <p>d) Estimated advertising and postage expenses required to distribute information regarding the vacancy</p> <p>e) Any other expenses</p>	25
Total Points	100

4.4. References

On Attachment B, list a minimum of three school districts (of similar size and academic quality to the District, if possible) that have used your services for a superintendent search within the past six years. References should be prepared to address firm’s ability to meet deadlines, accuracy of estimates, and quality of work.

4.5. Litigation Record

Include statement of litigation record, indicating if within the last five years firm has been involved in litigation with any clients. If so, please give the name, date, and jurisdiction of each such matter, and a brief description of the nature of the dispute and the outcome.

4.6. Proposal Submission

All proposals must be received by email prior to 5:00 p.m. on September 8, 2020.

Submissions shall be prepared as standard 8-1/2 X 11 letter size and shall not exceed 20 pages, exclusive of required attachments. Adherence to the maximum page criterion is critical and each

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page side with criteria information will be counted toward the maximum number of pages. Front and back covers, table of contents pages, and tabbed divider pages will not be counted if they do not contain submission information.

Email signed proposal to the contact shown on the cover of this IRFP. Include the IRFP title and the name of the proposing firm in the subject line of the email. District will send any correspondence regarding this IRFP to the email address from which the proposal was received, unless otherwise indicated on Attachment A.

Proposals should be sent to:

Holly Langan, Director of Support Services
Eugene School District 4J
200 North Monroe Street, Eugene OR 97402
Email: purchasing@4j.lane.edu

Late proposals will not be accepted under any circumstance, and any proposal so received shall be returned to the proposing firm or filed without review by the district. Any questions or requests for clarification regarding this RFP should be directed in writing to the contact named above prior to 5:00 p.m. on August 25, 2020.

5. Proposal Evaluation and Award

5.1. Proposal Evaluation

An evaluator, or evaluation committee, will evaluate the proposals. Each evaluator will independently evaluate and score proposals in accordance with the Evaluation Criteria. The first evaluation will result in two or more firms selected to interview, based on highest evaluation score from Section 4.3 Evaluation and Score. The Board will hold interviews virtually the week of September 21, 2020. The Board will determine selection of the successful firm based on the overall evaluation of the proposal and interview.

5.2. Negotiation

The District will commence serial negotiations with the highest-ranked eligible Proposer. At any time during negotiations, the District may terminate negotiations with the highest ranked Proposer, or the eligible Proposer with whom it is currently negotiating if the District believes that:

- a) The eligible Proposer is not negotiating in good faith; or
- b) Further negotiations or negotiations with the eligible Proposer will not result in the parties agreeing to the terms and conditions of the final Contract in a timely manner.

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If the District terminates negotiations with an eligible Proposer, the District may then commence negotiations with the next highest-ranked eligible Proposer.

The District reserves the right to negotiate final contract terms with the selected Proposer(s) to the fullest extent allowed by law and as in the best interest of the District.

5.3. References

The District reserves the right to investigate references, including customers other than those listed in a Proposer's submission. This inquiry may include without limitation investigation of past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and its lawful payment of employees and subcontractors.

6. IRFP Terms and Conditions; Protest of Solicitation or Award

6.1. Proposer Cost of Response Preparation

Proposers will bear sole responsibility for all costs incurred in preparing and providing their proposals in response to this IRFP.

6.2. Submitted Materials are District Property

All materials submitted for any proportion of a Proposal in response to this IRFP, or during any tier of this solicitation, will become the property of the District and will not be returned to proposers.

6.3. Proposal Validity

Proposals will remain valid for a period of 60 days following the Proposal submission deadline.

6.4. Solicitation Cancellation, Rejection of a Proposal or All Proposals

The District may cancel the Procurement or reject any or all Proposals in accordance with ORS 279B.100. The District is not liable to any Proposer for any loss or expense caused by or resulting from the cancellation of a solicitation or rejection of a Proposal.

6.5. Disputes

In case of any doubt or difference of opinion as to the items or service to be furnished under this IRFP, or the interpretation of the provisions of the IRFP, the decision of the District will be final and binding upon all parties.

6.6. Publicity

News releases relating to this IRFP will not be made without prior approval by, and in coordination with the District.

EUGENE SCHOOL DISTRICT 4J

IRFP 20-0818-01: SUPERINTENDENT SEARCH FIRM

6.7. Confidentiality

- 6.7.1. The District is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of such exemptions are: trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501 (15)).
- 6.7.2. The District will not disclose records submitted by a proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations:
- a) The Proposer shall mark all proposal pages containing the records it has determined as confidential under Oregon Public Records Law and shall segregate those pages in the following manner:
 - i. Such pages will be clearly marked “Confidential” on each page of the confidential document.
 - ii. Proposer will separate confidential pages from its other Proposal pages by providing the confidential pages to the District in a separate document.
 - iii. In its proposal, Proposer will cite the specific statutory exemption in Oregon Records Law exempting such pages from disclosure.
 - iv. Items above will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.
 - v. Proposers may not mark an entire Proposal confidential. Should a proposal be submitted in this manner, the District will hold no portion of the proposal as confidential, unless such a portion is segregated as per this section and is determined exempt from Oregon Public Records Law.
- 6.7.3. Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the Lane County District Attorney or a court of competent jurisdiction.
- 6.7.4. Prior to disclosing such information, the District will make reasonable attempts to notify the proposer of the pending disclosure.

7. Contract Terms and Conditions

7.1. Contract Award and Term

The District intends to award a single contract as a result of this IRFP. The contract term will be one year, with up to four additional one-year renewals as agreed by both Parties.

7.2. Sample Contract

EUGENE SCHOOL DISTRICT 4J

IRFP 20-0818-01: SUPERINTENDENT SEARCH FIRM

Proposers are advised to thoroughly review and familiarize themselves with the District sample standard contract incorporated as Attachment C. The successful proposer will be invited to enter into a contract in substantially the form attached hereto as Attachment C. Any contract resulting from this IRFP shall be based on the IRFP documents and in compliance with Eugene School District Public Contracting Rules and the Public Contracting Code.

7.3. Insurance

Proposers are advised to carefully review the insurance requirements contained in the sample standard contract. Contractor will promptly provide Certificates of Insurance at the District's request.

7.4. File Review

After an Intent to Award has been issued, all Offerors are welcome to view the solicitation and evaluation file at District offices. However, a debrief and/or copies of documents in the solicitation file will not be available until after a contract has been fully executed.

ATTACHMENT A: PROPOSER CERTIFICATIONS AND REPRESENTATIONS

FAILURE TO SIGN AND SUBMIT THIS FORM MAY BE CAUSE FOR PROPOSAL REJECTION

**EUGENE SCHOOL DISTRICT 4J
INFORMAL REQUEST FOR PROPOSAL (IRFP)
Solicitation # 21-0604-01
Superintendent Search Firm**

The undersigned hereby certifies that Proposer:

1. Has the authority to submit a proposal and to represent the organization in all phases of this IRFP process.
2. Has submitted information that is true and accurate to the best of their knowledge and understands that any false statement may disqualify this proposal from further consideration or be cause for contract termination.
3. Is one of the following, as defined in ORS 279A.120, of the State of Oregon.
 - Resident bidder: a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a "resident bidder". (ORS 279A.120 (b))
 - Non-resident bidder: a bidder who does not meet the definition above. (ORS 279A.120 (a))

ORS 279A.120 (2) states for the purposes of awarding a public contract, a contracting agency shall: give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.
4. Has not discriminated and will not discriminate, in violation of subsection (1) of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a women-owned business, a business that a service-disabled veteran owns or an emerging small business in obtaining any required subcontracts.
5. Attests in writing that they have complied with the tax laws of this state and of any political subdivision of this state for no fewer than six years preceding the date of the solicitation closing. Applicable tax laws include, but are not limited to, ORS 305.620, ORS Chapters 316, 317, and 318, any tax provisions imposed by a political subdivision that apply to the Proposer or to the performance of the Contract, and any rules and regulations that implement or enforce those tax laws.
6. Certifies to the best of its knowledge and belief that neither it nor any of its principals:
 - 6.1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;

ATTACHMENT A: PROPOSER CERTIFICATIONS AND REPRESENTATIONS

- 6.2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 6.3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 6.2. of this certification;
- 6.4. Have, within a five-year period preceding the date of this certification had a judgment entered against proposer or its principals arising out of the performance of a public or private contract;
- 6.5. Have pending in any state or federal court any litigation in which there is a claim against proposer or any of its principals arising out of the performance of a public or private contract; and
- 6.6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

7. Acknowledges Receipt of Addenda No's. _____ through _____ inclusive.

Where Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to their offer. The inability to certify to all of the statements shall not necessarily preclude Proposer from award of a contract under this procurement.

Signature

Date

Printed Name and Title

Federal Tax Identification Number

Company Name

Street Address

City, State, Zip

Phone

Email

ATTACHMENT B: PROPOSER REFERENCE SHEET

**EUGENE SCHOOL DISTRICT 4J
INFORMAL REQUEST FOR PROPOSAL (IRFP)
Solicitation # 21-0604-01
Superintendent Search Firm**

The District will attempt to contact references via phone, email, or both. If the District is unsuccessful in contacting any of your references or if it does not receive a response from any reference after three (3) attempts, your proposal may receive a lower score or be rejected. You are encouraged to notify your references that they may be contacted by the District.

The number of references required by this solicitation is 3.

REFERENCE 1	
_____ Name of Company	
_____ Contact Name and Title	
_____ Phone	_____ Email
_____ Contract Start & End Date	_____ Contract Amount
Description of Services or Items Provided:	

REFERENCE 2	
_____ Name of Company	
_____ Contact Name and Title	
_____ Phone	_____ Email
_____ Contract Start & End Date	_____ Contract Amount
Description of Services or Items Provided:	

ATTACHMENT B: PROPOSER REFERENCE SHEET

REFERENCE 3

Name of Company

Contact Name and Title

Phone

Email

Contract Start & End Date

Contract Amount

Description of Services or Items Provided:

Eugene School District 4J

Code: CBB
Adopted: 8/02/17

Recruitment and Appointment of the Superintendent

The Board considers foremost among its responsibilities, the selection and appointment of a superintendent who can effectively translate into action, the Board's policies and the community's aspirations for its schools.

To provide the most capable leadership available for the district, the Board may engage in a nationwide search for applicants for the position of superintendent whenever a vacancy in that position occurs.

The Board shall develop and adopt the standards (e.g., candidate qualities and work experience), criteria (e.g., application, screening and hiring process) and policy directives (e.g., promote from within, state and/or national search) to be used in hiring the superintendent, or interim superintendent, at a meeting open to the public and at which the public has had an opportunity to comment.

The Board may seek the advice and counsel of interested individuals or of an advisory committee, or it may hire consultants to assist in screening candidates and to encourage the filing of applications by professional educators who meet the qualifications. Final selection will rest with the Board after a thorough consideration of qualified applicants.

The Board will appoint the superintendent by a majority vote of the Board members at a meeting for which notice has been given of the intended action.

END OF POLICY

Legal Reference(s):

[ORS 192.660\(7\)\(d\)](#)

[ORS 332.505](#)

Cross Reference(s):

CBC - Superintendent's Contract

Eugene School District 4J

Code: CBA
Adopted: 7/27/73
Revised/Readopted: 6/16/75; 6/01/83; 3/07/84;
11/04/98; 12/11/02; 8/02/17
Orig. Code: CBA; 2200; 2220.4; 2220.6;
2210; 2220; 2220.1; 2220.2;
2220.3; 2220.5

Qualifications and Duties of District Superintendent

The superintendent is hired by the Board as superintendent-clerk and as chief executive officer for the district. The superintendent provides leadership for the educational program and is ultimately responsible for all areas of the district's operation.

The superintendent shall have the following skills and abilities essential to educational and administrative leadership.

1. Commitment to be a highly visible advocate of children and public education.
2. Commitment to providing equitable, comprehensive, educational programs to maximize achievement for all students.
3. Commitment and skills necessary to develop and maintain community partnerships.
4. Integrity, courage and respect for others.
5. Vision and leadership to promote instruction.
6. Commitment to school-based decision making.
7. Accessibility to all constituents.
8. Outstanding skills in consensus building.
9. Leadership with local, state and federal governments.
10. Experience in educational leadership.
11. Understanding of and ability to direct strategic planning, fiscal management and collaborative collective bargaining.
12. Ability to lead the district given its size and complexity.
13. Commitment to ongoing personal and professional growth.
14. Excellent written and oral communication skills.
15. Earned doctorate or the equivalent training and experience.

16. Ability to obtain and maintain a state of Oregon administrative license with an authorization for all levels, a superintendent's endorsement or a transitional superintendent license.

The superintendent, with assistance of appropriate staff members, shall have responsibility to carry out the following duties:

1. Administrative

- a. Serve as the executive officer of the Board and be charged with the responsibility of implementing the policies of the Board.
- b. Serve as clerk of the district without additional compensation.
- c. Prepare the agenda for each board meeting in consultation with the board chair.
- d. Participate in all deliberations of the Board when such deliberations do not involve the employment of the superintendent.
- e. Administer the schools compliance with the adopted Board policies, the rules and regulations of the State Board of Education, the Oregon Department of Education and in accordance with state law.
- f. Develop administrative regulations and procedures for implementing Board policies and, with the staff, provide a continuous appraisal of all Board policies.
- g. Evaluate the administrative staff as defined by district policies and procedures.

2. Personnel

- a. Recommend to the Board, the appointment, renewal, contract extension, contract nonrenewal, contract nonextension or dismissal of licensed district employees in accordance with state law, Board policy and the employee's collective bargaining agreement, as applicable.
- b. Appoint, promote, demote or discharge classified and nonrepresented employees as provided by state law, Board policy, collective bargaining agreements and meet and confer agreements, as applicable,
- c. Assign or transfer all personnel in accordance with state law, Board policy and the employee's collective bargaining agreement, as applicable.
- d. Receive and reply to grievances.

3. Curriculum and Textbooks

- a. Prepare and submit to the Board for approval the curriculum to be offered in the district's schools.
- b. Recommend textbooks for adoption. Establish procedures to appropriately involve directors, teachers, principals, supervisory personnel and representatives from student and community groups, as may be necessary, to ensure careful consideration for the preparation and selection of courses of studies, textbooks and other instructional materials.

4. Financial

- a. Submit financial and other reports to the Board to keep it informed of the current status of the district's fiscal and other affairs.
- b. Serve as executive officer of the budget committee as required by ORS 294.311.

5. Planning

- a. Develop recommendations to the Board for the improvement of the schools and their instructional programs.
- b. Determine the need for additional school facilities, recommend to the Board plans for meeting the need and work with architects selected by the Board to plan the additional required facilities.
- c. Identify any district facilities which have become surplus or obsolete and recommend to the Board plans for their disposition.
- d. Approve attendance boundary changes that are necessary as a result of the opening or closing of a school, or adjustments to balance enrollments between schools.

6. General

Attend, at the expense of the district, professional meetings of state and national scope and, within the limits of funds provided for this purpose, provide for attendance of other members of the district staff for the purpose of keeping informed of current progress in education.

END OF POLICY

Legal Reference(s):

[ORS 332.075](#)
[ORS 342.143](#)
[ORS 342.173](#)
[ORS 342.175](#)
[ORS 342.850](#)

[OAR 581-023-0006 to -0041](#)
[OAR 581-023-0104](#)
[OAR 581-023-0112](#)
[OAR 581-023-0220 to -0240](#)
[OAR 584-020-0000 to -0045](#)

[OAR 584-036-0035\(1\)](#)
[OAR 584-046-0003 to -0024](#)
[OAR 584-080-0151](#)
[OAR 584-080-0152](#)
[OAR 584-080-0161](#)

Cross Reference(s):

CBG - Evaluation of the Superintendent



ITEM FOR ACTION – CONSENT AGENDA

Date

August 18, 2021

Title

Approve the Purchase of Type 10 Vans

Action Proposed

Approve the purchase of five Type 10 vans from the Board-approved bus purchasing contract #18-442 held with Western Bus Sales, Inc.

Presenter

Arthur Hart, Director of Transportation

Background

Since the 2017–18 school year 4J has been running five Type 10 van routes. They have been an agile resource that provides quicker routing turnaround and shorter ride times for McKinney-Vento, foster placement, SSD placement and Pre-K students.

This request is for five new Type 10 vans for a total of \$338,459.

Discussion

1. Rationale:

McKinney-Vento, foster placement, SSD placement and Pre-K student transport needs are growing in our district. McKinney-Vento and foster placement students are often served on high-capacity bus routes, which can make for long ride times and inefficient use of equipment. When a McKinney-Vento or foster placement student is placed on an existing high-capacity bus route, they may need to ride through two or more schools routes before arriving at their school or home. SSD placements and Pre-K students can be at program sites from which we transport a low volume of students, sometimes for considerable distances. When available, a van may best serve these students. An expansion of our van route capacity will help meet these growing needs.

A Type 10 van has a lower operational cost and lower environmental impact than a school bus. With a maximum passenger count of nine students, Type 10 vans are the right equipment to efficiently serve high mileage routes that have low student counts.

If approved, the purchase order of five Type 10 vans from Western Bus Sales, Inc. will be issued. By ordering the vans now, the District is estimated to take delivery in April of 2022.

2. Options and Alternatives:

The District could reduce the number of vans being purchased, or defer the purchases altogether.

3. Budget/Resource Implications:

The total cost for the five Type 10 vans is \$338,459. Western Bus Sales will supply each Type 10 van for \$67,691.78.

If approved, ESSER III funds will be used to pay for the purchases. There is no initial impact to the General Fund as a result of the proposed purchases, and Type 10 vans can have a positive impact on the general fund by reducing overall operating costs.

4. 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(s)

The superintendent recommends the purchase of five Type 10 vans from Western Bus Sales, Inc. in the amount of \$338,459.



NEW BUS PROPOSAL

30355 S.E. Highway 212
 Boring, Oregon 97009
 (800) 258-2473 westernbus.com

Quote Date		Revision Date		Sales Consultant & Phone	
7/27/2021		8/3/2021		SARAH JONES (503) 905-0011	
Customer/District #					
EUGENE SCHOOL DISTRICT 4J					
Contact Name			Title		
ARTHUR HART,			DIRECTOR OF TRANSPORTATION		
Address		City	State	Zip	
1938 WEST 8TH AVENUE		EUGENE,	OR	97402	
Phone			Email		
541.790.7474			hart_a@4j.lane.edu		
Purchase QTY	Model Year	Wheelbase	Estimated Delivery		
5	2022	138"	210-240 DAYS AFTER RECEIPT OF ORDER		
Bus Type	Chassis Make & Model		Body Make & Model		
TYPE 10 MPV	FORD TRANSIT SRW		MICRO BIRD T-SERIES 4-ROW		
Passenger Capacity	Alternate Capacity		Cooperative Contract, if Applicable		
9 IN 3-PT BELTS	OR 6 IN CRS + 3 IN 3 PT BELTS		EUGENE SD 4J Contract #18-442**		
Trade Ins? Y/N	Beltline Lettering - Provide Exact Requirements				
<input type="checkbox"/> Y <input type="checkbox"/> N	EUGENE SCHOOL DISTRICT 4J				
Financing? Y/N	Required Fleet Number(s)				
<input type="checkbox"/> Y <input type="checkbox"/> N					
WBS Coordinated? Y/N	Additional Comments / Notes				
<input type="checkbox"/> Y <input type="checkbox"/> N	**Quoted off Contract #18-442, no % off list price on Micro Bird per our RFP response				
Sales Price Per Bus		\$	67,691.78		
Extended Sales Price Total		\$	338,458.88		

Thank you for the opportunity to present this new bus quotation. We look forward to working



BODY MODEL			
X	<i>Body Model</i>	Microbird MBII T-Series, 4-row body, 138" w/b, low headroom, SRW, 82" interior width	\$ (1,450)
CHASSIS SPECIFICATIONS			
X	<i>Base Chassis</i>	Ford Transit T250 SRW Chassis, 9,070 lb. GVWR, 138" wheelbase	\$ (1,792)
X	<i>Air Conditioning</i>	Front chassis air conditioning	Inc'd
X	<i>Alignment</i>	Front end alignment	Inc'd
X	<i>Alternator</i>	250 amp HD alternator, Ford OEM for Transit Series gas engine	Inc'd
X	<i>Camera</i>	Backup camera installed in rearview mirror for under 10,000 lb. GVWR vehicles	\$ (776)
X	<i>Battery</i>	Dual batteries, mounted under driver's seat for Transit Series Type 10 MPV, no battery disconnect	\$ (145)
X	<i>Brakes</i>	Hydraulic ABS disc brakes, front and rear	Inc'd
X	<i>Driveline</i>	Driveline guard front for Type 10 vehicles	\$ (68)
X	<i>Electrical</i>	Power socket accessory with cap for cell phone charging, provided on chassis	Inc'd
X	<i>Engine</i>	Ford 3.5L EcoBoost gas engine, E-85 capable, 310 hp & 400 lb.-ft torque, for Transit Series	\$ (1,163)
X	<i>Engine</i>	Two extra sets of keys for a total of 4	\$ 446
X	<i>Engine</i>	Cruise control with message center, for Ford Transit	Inc'd
X	<i>Exhaust</i>	Exhaust to exit rear of bus	STD
X	<i>Fuel System</i>	25 gallon capless fuel tank, fill LH behind driver's door, for Transit Series	STD
X	<i>Gauges</i>	CREDIT for deletion of exterior temperature gauge included in base bid	\$ (220)
X	<i>Paint</i>	Exterior painted white for activity use	Inc'd
X	<i>Radio</i>	Chassis OEM AM/FM/Blue Tooth radio with dual USB ports for activity buses - No PA system, for Ford Trans	\$ (165)
X	<i>Safety</i>	Driver Assist - Front pre-collision warning & post impact braking, for Transit Series chassis	STD
X	<i>Safety</i>	Driver Assist - Automatic emergency braking & pedestrian detection, for Transit Series	STD
X	<i>Safety</i>	Driver Assist - Lane keep w/cluster warning, wheel vibration, steering correction, for Transit	STD
X	<i>Safety</i>	Driver Assist - Side Wind Stabilization, Auto High-Beam Control, for Transit Series chassis	STD
X	<i>Safety</i>	Safety glass front windows, glass less likely to break/pose a threat when broken, for Transit	STD
X	<i>Seat, Driver's</i>	Standard OEM chassis driver's seat, vinyl for Transit Series chassis	STD
X	<i>Steering</i>	Tilting & telescoping steering column for Transit Series chassis	STD
X	<i>Tires</i>	235/65R16 highway tread front and rear with WHITE wheels, for SRW Transit Series	Inc'd
X	<i>Tires</i>	Tire pressure monitoring system, for Transit Series	STD
X	<i>Tow Hooks</i>	CREDIT for deletion of rear tow hooks included in base bid	\$ (85)
X	<i>Traction</i>	CREDIT for deletion of Onspot automatic tire chains included in base bid	\$ (2,930)
X	<i>Transmission</i>	Automatic transmission, 10-speed with overdrive, for Transit Series	STD
X	<i>Undercoating</i>	Body undercoating only for MPV Type 10 buses	STD
BODY SPECIFICATIONS			
X	<i>Air Conditioning</i>	ACC/Valeo AA-30TG rear A/C, 30,000 btu rear evap + front air, total 45,000 btus, NO skirt condensor	\$ (967)
X	<i>Bumpers</i>	Rear bumper painted black, textured, for improved durability	STD
X	<i>Compartments</i>	CREDIT for deletion of exterior tool compartment included in base bid	\$ (222)
X	<i>Compartments</i>	Small driver's storage box near entrance door	STD
X	<i>Cup Holder</i>	Cup holder in driver's console for MPV Type 10 buses	STD
X	<i>Doors</i>	Electric entrance door, outward opening, 1-piece glass per leaf, 24" wide MBII/T-Series	STD
X	<i>Doors</i>	Vinyl covered header pads above all doors	STD
X	<i>Doors</i>	Rear center emergency door, with retainer and upper & lower glass	STD
X	<i>Doors</i>	Vandal lock on rear emergency door, slide bolt	Inc'd
X	<i>Electrical</i>	Standard body electrical system is fuses for most body circuits	STD
X	<i>Fans</i>	CREDIT for deletion of dash fan included in base bid	\$ (85)
X	<i>Floor</i>	1/2" exterior grade plywood flooring, screwed down for MPV Type 10 buses	\$ (385)

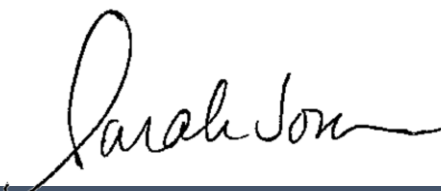
X	Floor	Gray rubber flooring, smooth under seats with ribbed aisle		Inc'd
X	Floor	No aisle trim provided, floor seams are sealed neatly		STD
X	GPS	CREDIT for Zonar GPS V3 telematic device included in base bid	\$	(884)
X	Grabrail	Left side grabrail in entrance door area		STD
X	Headroom	74" high headroom with 12" split sash windows, for MBII/T-Series	\$	928
X	Heaters	Rear underseat heater, 20,500 BTU	\$	(92)
X	Heaters	Rubber heater hose with standard clamps	\$	(155)
X	Horns	Backup alarm, 112 dBA, mounted under bus		Inc'd
X	Insulation	Fiberglass insulation for roof, front, rear, side, and bows		STD
X	Insulation	Solid aluminum interior ceiling panels in lieu of acoustical headliner	\$	(915)
X	Lettering	4" black, both sides _____		Inc'd
X	Lettering	CREDIT for deletion of 6.5" reflective beltline under lettering included in base bid	\$	(175)
X	Lettering	Bus numbers in standard locations, 4" black _____		Inc'd
X	Lights	7" backup lights, LED, surface mounted, standard for MBII/T-Series		STD
X	Lights	Clearance and cluster lights, LED grommet mounted with LED ID bar		STD
X	Lights	CREDIT for interior light over rear emergency door	\$	(84)
X	Lights	Four (4) interior dome lights, installed over seats, LED, with driver's dome over stepwell		STD
X	Lights	Driver's dome controlled by separate switch on body switch panel on Ford Transit T-Series		STD
X	Lights	Rear 7" and 4" red stop and tail lights, LED, recessed		STD
X	Lights	Rear 7" recessed amber directional lights, LED, for Type 10 MPV		STD
X	Mirrors	Heated REMOTE Rosco Accustyle rearview mirrors, 7"X9.5" flat & 7"X4" convex		Inc'd
X	Mirrors	Rosco Eye-Max LP, Asymmetrical Shape, crossview mirrors, heated		Inc'd
X	Mirrors	Interior rearview mirror, 6"X16"		STD
X	Mud Flaps	Full length front and rear mud flaps		Inc'd
X	Paint	Exterior painted white including rubrails for activity use		Inc'd
X	Radio	Interior, speakers qty 2 on MBII/T-Series mounted in ceiling		STD
X	Reflective	CREDIT for deletion of Activity Bus signs front & rear & side & rear reflective included in base bid	\$	(220)
X	Roof Caps	Front and rear roof caps are smooth commercial style for use with no warning lights		Inc'd
X	Safety Equip	5 lb. fire extinguisher, triangle kit, & seat belt cutter		Inc'd
X	Safety Equip	Qty (1) First aid kit and body fluid kit installed locally	\$	(220)
X	Seat, Barriers	Highback barriers at front RH and LH		STD
X	Seat, Passenger	36" high back barrier installed LH		Inc'd
X	Seat, Passenger	30" high back barrier installed RH	\$	(60)
X	Seat, Passenger	Standard passenger seat mounting		STD
X	Seat, Passenger	FMVSS seat belt anchorage, does NOT include seat belts		Inc'd
3	Seat, Passenger	C.E. White QuasiStatic+CR seat, 36" wide, w/2 3-pt lap/shoulder belts or 2 child restraints, 2 pass	\$	603
3	Seat, Passenger	C.E. White QuasiStatic seat, 21" wide, w/ integral 3-pt shoulder belt, 1 passengers per seat, NO CRS	\$	(639)
2	Seat, Passenger	LATCH/UCRA seat, has 1 child seat attachment per seat, for 36" seats, 1 per seat 1st 2 LH seats		Inc'd
X	Seat, Upholstery	Blue fire block seat upholstery, seats & barriers		Inc'd
X	Seat, Upholstery	CREDIT for deletion of vinyl shoulder pads included in base bid	\$	(116)
X	Stepwell	Step riser paint to match exterior bus color for entrance door stepwell		STD
X	Stepwell	White rubber nosings on entrance door step treads	\$	(94)
X	Ventilation	No roof hatch for MPV Type 10	\$	(588)
X	Video System	Seon TH4 DVR video system w/500 GB hard drive, 4 cameras, GPS & sensors installed		Inc'd
X	Video System	Cameras: Locations TBD		Inc'd
X	Windows	Dark tinted & tempered side windows and rear vision glass, black frames		Inc'd
X	Windows	No pushout windows for MPV Type 10	\$	(239)

X	Windows	Rear emergency door & rear vision glass, dark tinted & tempered	Inc'd
X	Windows	Clear & tempered entrance door glass	STD
WARRANTY COVERAGE			
X	Warranty	Standard Micro Bird body 1 yr/12,000 miles, structure/seat frames 5 yrs/100,000 miles	STD
X	Warranty	Ford bumper to bumper chassis warranty 3 yrs/36,000 miles	STD
X	Warranty	Ford gas engine & transmission powertrain warranty 5 yrs/60,000 miles	STD
X	Discount	Customer discount based on order date & option content	\$ (1,500)

Base Vehicle Sales Price	\$	81,812.00
Additional Selected Options	\$	(14,457.00)
GRAND TOTAL VEHICLE SALES PRICE	\$	67,355.00
OR Vehicle Tax 0.50%	\$	336.78
GRAND TOTAL VEHICLE SALES PRICE	\$	67,691.78

By signing below, I acknowledge the specifications listed above are complete and correct.
The bus order will be placed from this list of requirements.

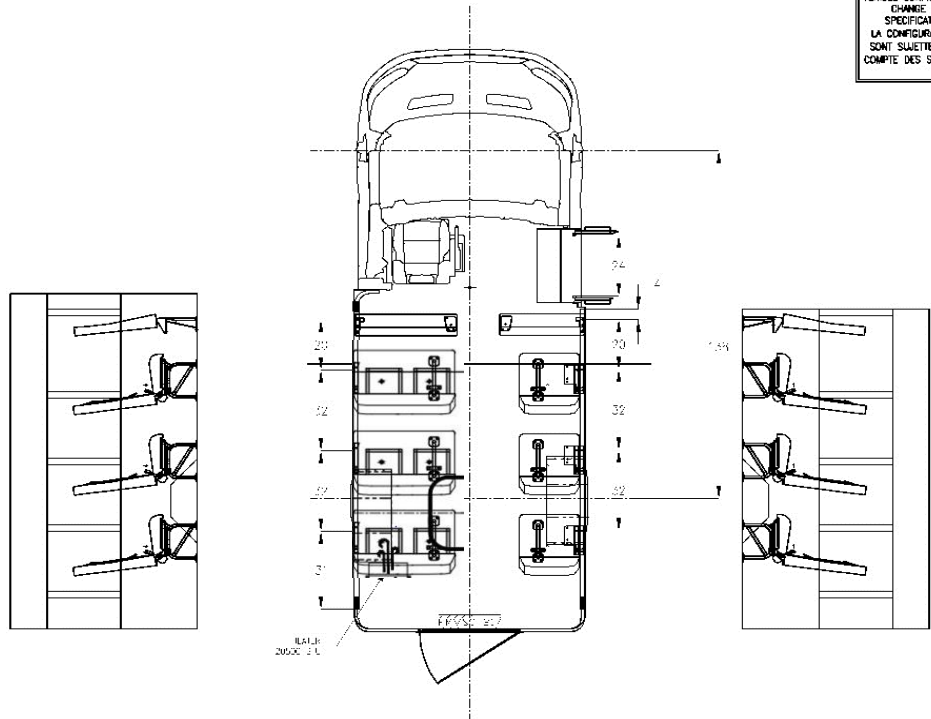


Customer's Authorized Representative	Title	Date
	Director of Sales	8/3/2021
Western Bus Sales, Inc. Authorized Representative		Date

AVAILABLE ALTERNATIVE OPTIONS - NOT INCLUDED IN ABOVE PRICE	
ADD Ford OEM All-Wheel Drive option	ADD \$4,750
CREDIT for Ford 3.5L PFDI gas engine, E-85 capable, 275 hp & 262 lb.-ft torque, for Transit Series	DEDUCT \$1,378
Right side forward grabrail in stepwell	ADD \$134
CREDIT for 66" headroom instead of 74" high headroom	DEDUCT \$928
Rubber studded step treads, w/white "no trip" vertical leading edge, gray	ADD \$94
Pushout windows installed, 1 per side	ADD \$239
Spheros roof hatch installed	ADD \$437
Transpec roof hatch with power roof vent installed	ADD \$588

SEAT & BODY PLAN

IMPORTANT NOTICE / AVIS IMPORTANT
 VEHICLE CONFIGURATION AND CAPACITY ARE SUBJECT TO CHANGE TO REFLECT ANY AND ALL CHASSIS SPECIFICATIONS OF THE MODEL YEAR UTILIZED.
 LA CONFIGURATION ET LA CAPACITE DE VEHICULE SONT SUJETTES A DES MODIFICATIONS AFIN DE TENIR COMPTE DES SPECIFICATIONS DU CHASSIS DE L'ANNEE MODELE UTILISEE.




DISCLAIMER:
THIS CONFIGURATION IS FOR ESTIMATE PURPOSES ONLY AND MUST BE VALIDATED WITH PROPER WEIGHT ANALYSIS

SEAT	DIM.	SIDE	QTY	LEG
S3	36	LH	3	*
S3	21	RH	3	*

Seat spacing =	See drawing	D.O.D.:	24*
APPROVED CONFIGURATIONS			
Total ambulatory passengers:	9	Total wheel chair passengers:	0
Load cap. (pass. + cargo):	1366 kg	3012 lbs	

A	2015/05/15	J. M.	DRAWING CREATION
REV.	YYYY/MM/DD	BY	DESCRIPTION
Stock Number:			
Customer Approval:			Date:

Drawn by: **J. M.**

 **MICRO BIRD**
by GIRARDIN

MODEL: UTJS 4NL DSM

SCALE: 1/4" = 1" (NOT SCALE)

Drawing no. **FP7481A**

NOTE: Any option added to this floorplan shall be approved by the Corporation Micro Bird Inc. technical department.



ITEM FOR ACTION – CONSENT AGENDA

Date

August 18, 2021

Title

Approve the Purchase of School Buses.

Action Proposed

Approve the purchase of five Type D front engine special needs buses from the Board-approved bus purchasing contract held with Western Bus Sales, Inc.

Presenter

Arthur Hart, Director of Transportation

Background

District buses are ideally replaced on a 13 year cycle which keeps the fleet running in a safe, reliable and economical manner. Currently the District has 5 Special Needs buses that exceed 13 years of age, some of which have mileage accruals in excess of 180,000 miles.

Bond funding has been approved for purchasing buses to update the District's school bus fleet, improve efficiency and safety, and decrease maintenance costs.

This request is for five Type D front engine Special Needs buses for a total of \$740,401.

Discussion

1. Rationale:

Replacing buses on a regular cycle is necessary in order to maintain the condition of the fleet in reasonable operating condition; increasing the reliability and reducing maintenance costs. Updating the fleet on a routine basis also ensures that buses are equipped with the latest safety features and emissions equipment.

If approved, the purchase order of five Type D front engine Special Needs buses from Western Bus Sales, Inc. will be issued. By ordering the buses now, the District would take delivery sometime in June 2022.

2. Options and Alternatives:

The District could reduce the number of buses being replaced, or defer the replacement purchases altogether. Deferring the purchases would increase ongoing maintenance costs and decrease fleet reliability. Only buses that are 13 years or older, or those with excessive mileage or maintenance costs are proposed to be replaced.

3. Budget/Resource Implications:

The total cost for the five buses is \$740,401. Western Bus Sales will supply each Type D front engine Special Needs bus. Three buses are spec'd at \$148,023, and two buses

are spec'd at \$148,166 to include Lower Anchors and Tethers for Children (LATCH) systems to accommodate rear facing child seats.

If approved, bond funds will be used to pay for the purchases. There is no impact to the general fund as a result of the proposed purchases. Purchase of the new buses will have a positive impact on the general fund by reducing operating and maintenance costs.

4. 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. The infusion of bond funds to purchase buses significantly reduces the burden of fleet replacement from the general fund, thus helping to maximize the amount of general fund allocated to classroom instruction.

Recommendation(s)

The superintendent recommends the purchase of five Type D front engine Special Needs buses from Western Bus Sales, Inc. in the amount of \$740,401.



NEW BUS PROPOSAL

30355 S.E. Highway 212
 Boring, Oregon 97009
 (800) 258-2473 westernbus.com

Quote Date		Revision Date		Sales Consultant & Phone	
7/15/2021		7/23/2021		SARAH JONES (503) 905-0011	
Customer/District #					
EUGENE SCHOOL DISTRICT 4J					
Contact Name			Title		
ARTHUR HART,			DIRECTOR OF TRANSPORTATION		
Address		City	State	Zip	
1938 WEST 8TH AVENUE		EUGENE,	OR	97402	
Phone		Email			
541.790.7474		hart_a@4j.lane.edu			
Purchase QTY	Model Year	Wheelbase	Estimated Delivery		
3	2023	141"	240-270 DAYS AFTER RECEIPT OF ORDER		
Make	Model		Body Length		
BLUE BIRD	ALL AMERICAN FRONT ENGINE		T3FE2903 (5400)		
Passenger Capacity	Alternate Capacity		Cooperative Contract, if Applicable		
24 + 1 W/C	20 + 2 W/C (NO LATCH)		EUGENE SCHOOL DISTRICT 4J		
Trade Ins? Y/N	Beltline Lettering - Provide Exact Requirements				
<input type="checkbox"/> Y <input type="checkbox"/> N	EUGENE SCHOOL DISTRICT 4J				
Financing? Y/N	Required Fleet Number(s)				
<input type="checkbox"/> Y <input type="checkbox"/> N					
WBS Coordinated? Y/N	Additional Comments / Notes				
<input type="checkbox"/> Y <input type="checkbox"/> N					
Sales Price Per Bus		\$	148,023.00		
Extended Sales Price Total		\$	444,069.00		

Thank you for the opportunity to present this new bus quotation. We look forward to working with you on



BODY MODEL			
X	Body Model	T3FE2903, 54 passenger body, 141" w/b, 354" overall length	\$ -
CHASSIS SPECIFICATIONS			
X	Alternator	325 amp Leece Neville brushless alternator, internal regulator	Inc'd
X	Axle, Front	Front air suspension, Hendrickson Airtek rated for 14,600 lbs., includes 4"X60" steel spring	Inc'd
X	Axle, Front	Hendrickson, 14,600 lb. front axle	Inc'd
X	Axle, Front	Synthetic based oil lubed front & rear wheel bearings, 80W/140	Inc'd
X	Axle, Rear	Rear air suspension, Hendrickson ComfortAir, 21,000 lb.	Inc'd
X	Axle, Rear	Dana S21-140 21,000 lb. rear axle with 5.29 rear axle ratio	STD
X	Battery	Three (3) group 31 batteries, Deka dual purpose batteries, 2100 CCA total	Inc'd
X	Battery	Battery compartment, chassis mounted, locking, with roll out tray	Inc'd
X	Battery	Battery compartment closeout seal to body	Inc'd
X	Battery	Battery disconnect switch, in battery compartment, with decal	Inc'd
X	Brakes	Bendix air disc brakes, 22X, 16.9" rotor, BX-275 pad material (synthetic oil hubs recommend)	Inc'd
X	Brakes	Bendix AD-IP heated air dryer, internal purge design	Inc'd
X	Brakes	Heated reservoir automatic drain valve on wet tank	Inc'd
X	Brakes	E-Z Grip soft button cover cushion for parking brake release	Inc'd
X	Brakes	Parking brake interlock, service brake must be applied to release parking brake	Inc'd
X	Brakes	Brake interlock for entrance door, engages rear service brakes	Inc'd
X	Brakes	VGT engine brake enabled, includes switch, improved responsiveness & upgraded bearing system	Inc'd
X	Brakes	Suspended brake & accelerator pedals w/ optimized spacing	STD
X	Brakes	Adjustable driver's brake & throttle pedals, 3" total fore and aft adjustment	Inc'd
X	Brakes	Bendix ESC electronic stability control, includes automatic traction control	STD
X	Cooling	Electric fully on/fully off fan clutch	STD
X	Cooling	Fixed position radiator, front mounted	STD
X	Cooling	Pivoting and removeable front radiator grill	STD
X	Cooling	Silicone cooling hoses w/Breeze brand constant torque clamps for Cummins diesel engines	STD
X	Cooling	Cummins Fleetguard ES Compleat, Ethylene Glycol, blue 50/50, 2 yr/150k miles/4000 hr	STD
X	Electrical	Standard chassis electrical system includes fuses	STD
X	Electrical	Power socket accessory with cap for cell phone charging, in LH side panel	STD
X	Electrical	Ignition keyed alike, for multiple bus orders only	Inc'd
X	Engine	Engine hood w/ marine grade non-skid surface, insulated	STD
X	Engine	750 watt engine block heater, front bumper plug, for Cummins engines	Inc'd
X	Engine	Cummins B6.7, 250 hp @ 2600 RPM, 660 lb-ft @ 1600 RPM	\$ (360)
X	Engine	On-board diagnostics (OBD) meeting EPA 2021 emissions	STD
X	Engine	Cummins engines meet U.S. Phase 2 Greenhouse Gas Emissions Stds from CARB & EPA	STD
X	Engine	Cruise control	STD
X	Engine	Engine governor, limits top speed to 70 mph	Inc'd
X	Exhaust	Two ply stainless steel non-flex style exhaust	STD
X	Exhaust	Tailpipe exits through rear bumper	Inc'd
X	Exhaust	Single exhaust aftertreatment module containing DPF & SCR for 2017 emissions	STD
X	Exhaust	15 gallon Diesel Exhaust Fluid (DEF) tank w/dosing system	STD
X	Exhaust	DEF tank located behind entrance door with curbside fill & locking door	STD
X	Fuel System	Racor heated fuel water separator	STD
X	Fuel System	60 gallon fuel tank, mounted between the frame rails	STD

X	Fuel System	Fuel fill location - RIGHT side	STD
X	Fuel System	Locking fuel tank door, spring loaded	Inc'd
X	Gauges	Speedometer, tachometer, odometer, and hourmeter	STD
X	Gauges	Oil pressure, coolant temp, fuel level, voltmeter, and digital clock	STD
X	Gauges	Transmission temperature gauge, included in dash readout	STD
X	Gauges	Ametek Dixon instrument cluster & message display center control panel	STD
X	Gauges	Ammeter, front dash mounted	Inc'd
X	Gauges	Exterior temperature gauge, Teltek brand with ice warning	Inc'd
X	Horns	Air horn, mounted under driver's area	Inc'd
X	Lights	LED headlights, Xenon high-intensity (requires retainer), installed locally	Inc'd
X	Mud Flaps	Full length front and rear mud flaps	Inc'd
X	Mud Flaps	Front and rear rubber fenders	Inc'd
X	Steering	Tilt & telescoping steering column	STD
X	Tires	Michelin 255/70R22.5 XZE2 hwy tread tires front, XMD traction rear, load range H, low profile	Inc'd
X	Tow Hooks	Two front and rear tow hooks	STD
X	Traction	OnSpot brand automatic tire chains, factory installed	Inc'd
X	Transmission	Allison PTS 2500 automatic transmission, Gen 5, 5 speed, T-handle	STD
X	Transmission	FuelSense PERFORMANCE programming - 5th gen controls, EcoCal, Dynamic Shift Sensing	Inc'd
X	Transmission	Allison TranSynd synthetic transmission fluid	STD
X	Undercoating	Premium undercoating, Sulfonate enhanced direct to metal modified wax coating	STD
X	Wheels	Hub piloted steel wheels, 22.5 X 8.25, black	STD

BODY SPECIFICATIONS

X	Air Conditioning	Air conditioning engine compressor prep kit, inc's dual 13.1 CID compressors, Option #30008	Inc'd
X	Air Conditioning	MCC A/C, 83k btu, front RH side & rear inwall evaporators, 2 CM-2 skirt condensers, 2 TM-16 compressors	Inc'd
X	Air Conditioning	A/C system includes dash air & stacked condenser kit for LH midmount installation	Inc'd
X	Compartments	Electrical access panel below driver window, locking	Inc'd
X	Compartments	Emergency equipment compartment over windshield, non-locking, emergency equipment installed inside	Inc'd
X	Compartments	Interior driver's storage compartment over driver's LH shoulder, non-locking	Inc'd
X	Compartments	Exterior skirt tool compartment, RH, forward of rear wheels	Inc'd
X	Construction	Body meets Colorado Rack & Load Test & Kentucky Pole Test as STANDARD	STD
X	Doors	Air operated entrance door, outward opening, mechanical actuated switches	Inc'd
X	Doors	Keyed security lock on entrance door	Inc'd
X	Doors	Entrance door wired battery hot	Inc'd
X	Doors	Rear center emergency door, with upper & lower glass	STD
X	Doors	Vandal lock on rear emergency door, slide bolt	Inc'd
X	Electrical	Standard body electrical system is fuses for most body circuits, plus body control module	STD
X	Electrical	Front upper inner access plates in front bulkhead area, both sides	STD
X	Fans	6" auxiliary fans, upper left and upper center	Inc'd
X	Floor	5/8" marine "BB" grade plywood flooring, screwed down	\$ 81
X	Floor	Gray rubber flooring with aluminum aisle trim	Inc'd
X	Floor	Ribbed matching rubber flooring in driver's area (blue floor will be smooth)	STD
X	GPS	Zonar GPS V4 telematic device, installed locally	\$ 335
X	Grabrail	Left side grabrail in entrance door area, mounted to RH barrier	STD
X	Grabrail	Right side forward grabrail in stepwell	Inc'd
X	Headroom	77" headroom with 12" split sash windows	STD
X	Heaters	Heavy duty heater pump, Bergstrom, chassis mounted	Inc'd

X	Heaters	Front 90,000 BTU defroster system	STD
X	Heaters	Driver's foot warmer heater, 12,000 BTU	Inc'd
X	Heaters	Rear wall mounted heater, 80,000 BTU, RH next to lift, for special needs	Inc'd
X	Heaters	Silicone heater hoses with Breeze brand constant torque clamps	STD
X	Horns	Backup alarm, 112 dBA, mounted under bus	Inc'd
X	Insulation	Fiberglass insulation roof, front, rear corners, and sidewalls	Inc'd
X	Insulation	Additional fiberglass insulation in front roof cap area & roof bow cavities	Inc'd
X	Insulation	Sound deadening spray coat	Inc'd
X	Insulation	Insulation on the driver's side external firewall/toe box	Inc'd
X	Insulation	Full length accoustical headliner with polyester body insulation in ceiling	Inc'd
X	Insulation	Stepwell insulation, NR 3, includes aluminum kick plates	STD
X	Lettering	6" black, both sides _____	Inc'd
X	Lettering	Bus numbers in standard locations, 6" black _____	Inc'd
X	Lettering	Emergency door/exit lettering for all pushout windows & doors	Inc'd
X	Lettering	6.5" 3M Diamondgrade reflective on beltlines, both sides, below lettering	Inc'd
X	Lettering	Route changer, 4 digit with hinge, installed locally	Inc'd
X	Lights	Backlighting of switch panel controlled by rheostat switch	STD
X	Lights	Backup lights, 4" LED, vandal resistant	Inc'd
X	Lights	Auxiliary backup lights behind rear mud flaps, Grote #63611 LED, locally installed	Inc'd
X	Lights	Clearance and cluster lights, LED grommet mounted with LED ID bar	STD
X	Lights	Daytime running lights	STD
X	Lights	Dual row dome lights in wire molding, driver's, LH, RH, & rear on switches, LED	Inc'd
X	Lights	Front 7", rear 7", & side amber directional lights, LED	Inc'd
X	Lights	Rear 7" & 4" red stop and tail lights, LED	Inc'd
X	Lights	Eight way warning lights, LED, colored lenses	Inc'd
X	Lights	Strobing pattern option for LED 8-lights	Inc'd
X	Lights	Warning lights wired battery hot	Inc'd
X	Lights	Doran 16 light monitor for warning light system, universal	Inc'd
X	Lights	NO hoods installed over 8-way warning lights	STD
X	Lights	Exterior boarding light at entrance door, LED	Inc'd
X	Lights	Stepwell lights, LED	Inc'd
X	Lights	Red interior light mounted over rear emergency door in lieu of blue	\$ (84)
X	Mirrors	Rosco Open View ES Split RV mirrors, 7 3/8" X 10" flat & 7 3/8" X 10" convex, heated & remote control	Inc'd
X	Mirrors	Rosco Eye-Max LP, Asymmetrical Shape, crossview mirrors, heated	Inc'd
X	Mirrors	Interior rearview mirror with integrated backup camera monitor, 6" X 30", Rosco MorVision	\$ (375)
X	Paint	Body and chassis painted school bus yellow w/ black rubrails & bumpers	STD
X	Paint	3" black ABS bezel background around warning lights	Inc'd
X	Paint	Rubrails painted full width profile	Inc'd
X	Paint	Roof painted bright white, white stops 12.5" above rain visor, straight edge at front roof cap	Inc'd
X	Radio	AM/FM/USB/MP3/SD/MMC/BT/PA with front USB and AUX inputs	Inc'd
X	Radio	Eight (8) interior deluxe speakers	Inc'd
X	Radio	Exterior PA speaker mounted behind grill	Inc'd
X	Radio	Wiring for two way radio system, provides power & ground wires & pull wire	Inc'd
X	Reflective	3M Diamondgrade SCHOOL BUS signs, front and rear	Inc'd
X	Reflective	3M Diamondgrade reflective, 2" along sides and 1.75" rear outline	Inc'd
X	Rubrails	Four rubrails - window, seat, floor, & skirt level - 16 gauge steel, screwed w/steel end caps	STD

X	Rubrails	Rubrails extend on side lift doors only & seat rail around to rear corner	Inc'd
X	Safety Equip	5 lb. fire extinguisher mtd in overhead compartment or floor & triangle kit mtd on floor	Inc'd
X	Safety Equip	First Aid Kit, Body Fluid Kit, Seat Belt Cutter	Inc'd
X	Safety Equip	Second first aid kit provided and mounted in front overhead compartment	Inc'd
X	Seat, Barriers	Highback barriers at front RH and LH	STD
X	Seat, Driver's	Adjustable driver's shoulder belt, with in-line "D" ring for 17" adjustment	STD
X	Seat, Driver's	Updated driver's 3 point seat belt, floor mtd w/ emergency locking retractor	STD
X	Seat, Driver's	Driver's seat mounted at floor level (no seat platform)	STD
X	Seat, Driver's	National Premium air susp. seat, w/ fabric, dual shocks, triple lumbar support, 6-way front cushion adj, blk	Inc'd
X	Seat, Driver's	Driver's console mounted armrest to the left of the driver	Inc'd
X	Seat, Driver's	Driver's seat armrest, for right side of seat only	Inc'd
X	Seat, Passenger	Modesty panel below front barrier for RH side, behind entrance door	Inc'd
6	Seat, Passenger	C.E. White Highback 3 PT Lap/Shoulder Belt seats, 36" wide, 2 passenger	\$ (320)
6	Seat, Passenger	C.E. White Highback 3 PT Lap/Shoulder Belt + CRS seats, 36" wide, 2 passenger or 2 CRS	\$ 960
X	Seat, Passenger	CRS seats located LH seats 1, 2, & 5 and RH seats 1, 2, & 4 (preferred not at pushout window)	\$ (160)
X	Seat, Passenger	Vinyl covered shoulder pads, below interior window line on both sides, black	Inc'd
X	Seat, Upholstery	Blue fire block seat upholstery, seats & barriers	\$ (186)
X	Side Panels	Exterior side panels, 20 gauge w/beaded smooth side panels, standard 19 3/4" skirts	STD
X	Signs	SMI Transpec Driver Alert #7500 sign, mtd on rear emergency door, installed locally w/rear wall heater	Inc'd
X	Stepwell	Galvanized G90 stepwell material	\$ (583)
X	Stepwell	Vinyl studded step treads, w/white nosing, metal backing, gray	Inc'd
X	Stepwell	Stepwell skid plate for stepwell protection	Inc'd
X	Stop Arm	SMI stop arm, air operated, with LED strobe lights, hi-reflective, w/ wind guard	Inc'd
X	Stop Arm	Crossing arm, with polycarbonate blade, air operated	Inc'd
X	Sun Visor	6 1/2" X 30" dark tinted acrylic sun visor, padded edges	Inc'd
X	Switches	Noise suppression "railroad" switch, latching	Inc'd
X	Switches	Warning light & entrance door switches mtd RH switch panel	Inc'd
X	Switches	Child Checkmate system, CM1 alarm unit & button on rear bulkhead, installed locally, wiring details TBD	Inc'd
X	Ventilation	Roof hatch, Transpec Triple Value with power vent, Qty 2	Inc'd
X	Video System	Seon TH6 DVR video system w/500 GB hard drive, 5 cameras, GPS & sensors installed	Inc'd
X	Video System	Cameras: Locations TBD	Inc'd
X	Windows	Blue Bird E-Z Window split sash incl. interlocking sashes, weatherstripping	STD
X	Windows	Tinted & tempered side windows, black framed	Inc'd
X	Windows	Four (4) pushout windows, two per side, vertical hinges	Inc'd
X	Windows	Rear emergency door & rear vision glass, tinted & tempered	Inc'd
X	Windows	Green tinted & laminated entrance door glass	Inc'd
X	Windows	Green tint & laminated glass in driver's window, black framed	Inc'd
X	Windshield	Two piece, curved bonded windshield, tinted & shaded	Inc'd
X	Windshield	Grip handles, two, for cleaning windshield	Inc'd
X	Windshield	Single switch, 2 speed, intermittent wet arm windshield wipers	STD
SPECIAL NEEDS SPECIFICATIONS			
X	Special Needs	W/C lift pkg, 47" wide door, green pilot, auto door light switch, & wheelchair decal	Inc'd
X	Special Needs	Interior lift door light, qty (2) LED, mounted over lift door	Inc'd
X	Special Needs	Rubrails extend on side lift doors, seat & floor	Inc'd
X	Special Needs	Flat floor configuration, no rear wheel housings	Inc'd
X	Special Needs	Glass in wheelchair lift door to match passenger side windows	Inc'd

X	Special Needs	Exterior boarding light at lift door, LED	Incl'd
X	Special Needs	Brake interlock for lift door, for rear service brakes, req'd by FMVSS 403/404	Incl'd
X	Special Needs	Braun Millennium NL919FIB-2 w/c lift, 34" X 51", 800 lb., hydraulic roll-stop	Incl'd
X	Special Needs	Wheelchair lift wired hot, to battery, lift will operate with ignition in the OFF state	Incl'd
X	Special Needs	Permanent W/C position, 4 sticks vertical track, no seats installed, LH REAR	Incl'd
X	Special Needs	Floor tracks for two seats, or one w/c position, seats installed, RH REAR FORWARD OF LIFT	Incl'd
2	Special Needs	Q'Straint QRT Deluxe auto-retracting wheelchair tiedowns, Q-8106-L2, QTY	Incl'd

WARRANTY COVERAGE

X	Warranty	Extended Blue Bird warranty "Gold 5/10", five year/unlimited miles, Option 31300-24 (L3)	Incl'd
X	Warranty	Cummins Engine Standard Warranty 5 years/100,000 miles	STD
X	Warranty	Allison Transmission EDGE Ext'd Warranty Coverage, 7 yrs/unlimited miles, PTS2500 only	STD

X	Discount	Customer discount based on order date & option content	\$ (4,000)
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Base Vehicle Sales Price	\$	152,715.00
Additional Selected Options	\$	(4,692.00)
GRAND TOTAL VEHICLE SALES PRICE	\$	148,023.00

By signing below, I acknowledge the specifications listed above are complete and correct.
The bus order will be placed from this list of requirements.



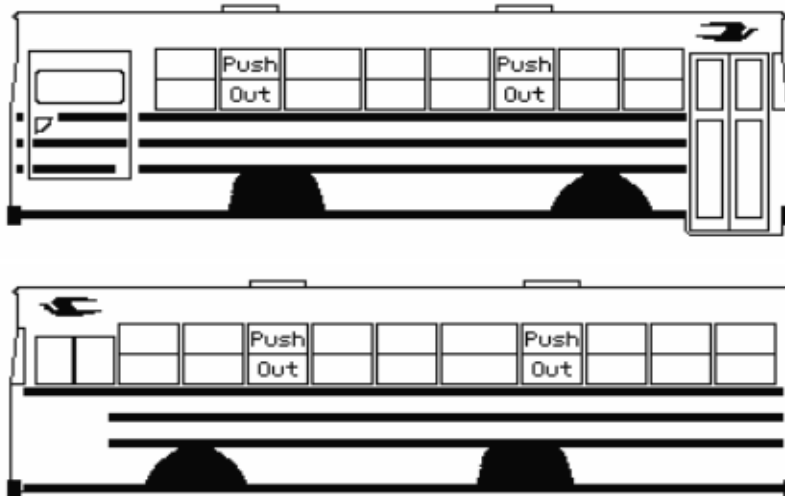
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Customer's Authorized Representative	Title	Date
	Director of Sales	7/23/2021
Western Bus Sales, Inc. Authorized Representative		Date

AVAILABLE ALTERNATIVE OPTIONS - NOT INCLUDED IN ABOVE PRICE

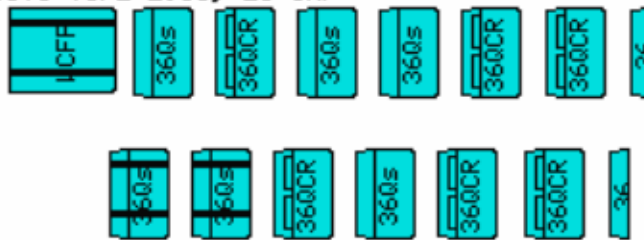
SEAT & BODY PLAN

Body Plan: 5011357

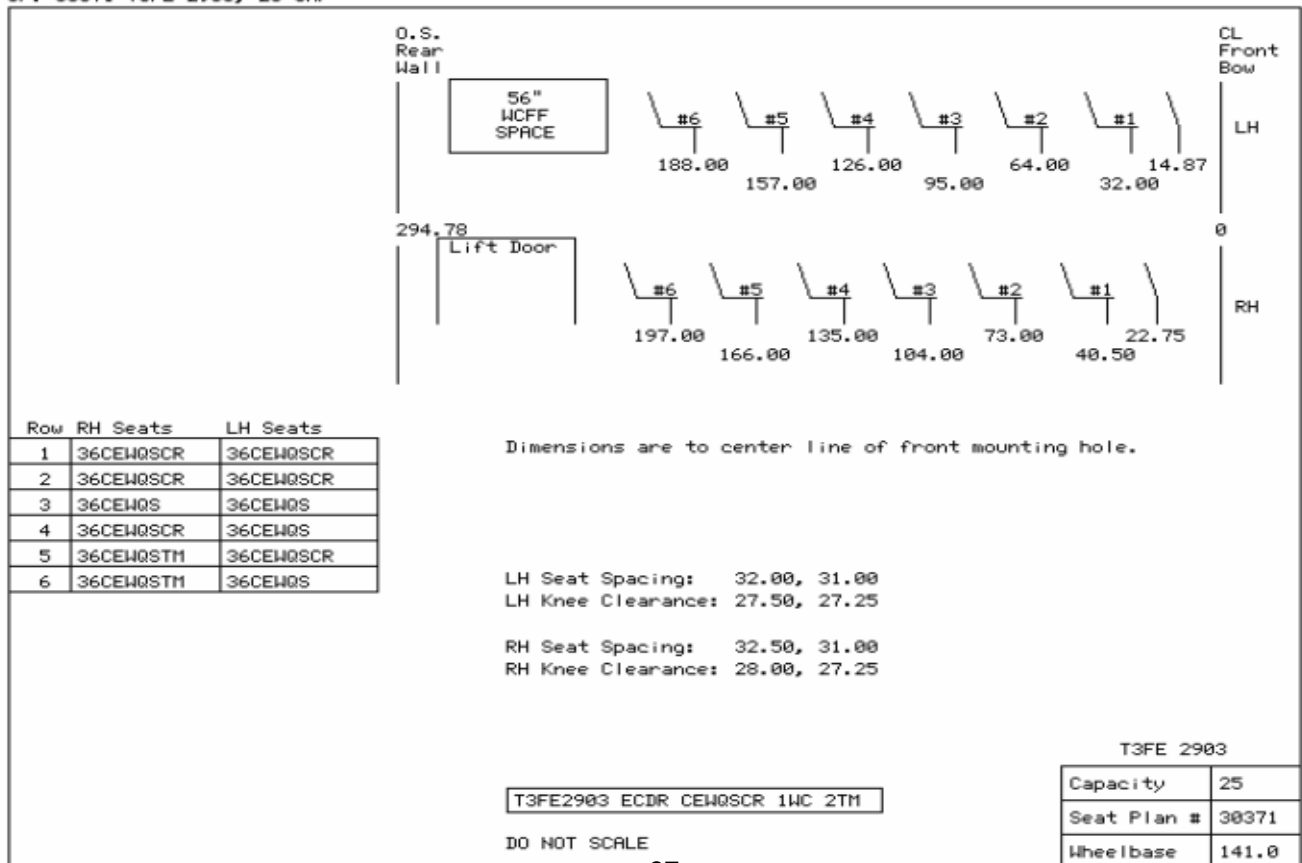


Seat Plan: 30371

SP: 30371 T3FE 2903, 25 CAP



SP: 30371 T3FE 2903, 25 CAP





NEW BUS PROPOSAL

30355 S.E. Highway 212
 Boring, Oregon 97009
 (800) 258-2473 westernbus.com

Quote Date		Revision Date		Sales Consultant & Phone	
7/15/2021		7/23/2021		SARAH JONES (503) 905-0011	
Customer/District #					
EUGENE SCHOOL DISTRICT 4J					
Contact Name			Title		
ARTHUR HART,			DIRECTOR OF TRANSPORTATION		
Address		City	State	Zip	
1938 WEST 8TH AVENUE		EUGENE,	OR	97402	
Phone		Email			
541.790.7474		hart_a@4j.lane.edu			
Purchase QTY	Model Year	Wheelbase	Estimated Delivery		
2	2023	141"	240-270 DAYS AFTER RECEIPT OF ORDER		
Make	Model		Body Length		
BLUE BIRD	ALL AMERICAN FRONT ENGINE		T3FE2903 (5400)		
Passenger Capacity	Alternate Capacity		Cooperative Contract, if Applicable		
24 + 1 W/C	20 + 2 W/C (WITH LATCH)		EUGENE SCHOOL DISTRICT 4J		
Trade Ins? Y/N	Beltline Lettering - Provide Exact Requirements				
<input type="checkbox"/> Y <input type="checkbox"/> N	EUGENE SCHOOL DISTRICT 4J				
Financing? Y/N	Required Fleet Number(s)				
<input type="checkbox"/> Y <input type="checkbox"/> N					
WBS Coordinated? Y/N	Additional Comments / Notes				
<input type="checkbox"/> Y <input type="checkbox"/> N					
Sales Price Per Bus		\$	148,166.00		
Extended Sales Price Total		\$	296,332.00		

Thank you for the opportunity to present this new bus quotation. We look forward to working with you on



BODY MODEL			
X	Body Model	T3FE2903, 54 passenger body, 141" w/b, 354" overall length	\$ -
CHASSIS SPECIFICATIONS			
X	Alternator	325 amp Leece Neville brushless alternator, internal regulator	Inc'd
X	Axle, Front	Front air suspension, Hendrickson Airtek rated for 14,600 lbs., includes 4"X60" steel spring	Inc'd
X	Axle, Front	Hendrickson, 14,600 lb. front axle	Inc'd
X	Axle, Front	Synthetic based oil lubed front & rear wheel bearings, 80W/140	Inc'd
X	Axle, Rear	Rear air suspension, Hendrickson ComfortAir, 21,000 lb.	Inc'd
X	Axle, Rear	Dana S21-140 21,000 lb. rear axle with 5.29 rear axle ratio	STD
X	Battery	Three (3) group 31 batteries, Deka dual purpose batteries, 2100 CCA total	Inc'd
X	Battery	Battery compartment, chassis mounted, locking, with roll out tray	Inc'd
X	Battery	Battery compartment closeout seal to body	Inc'd
X	Battery	Battery disconnect switch, in battery compartment, with decal	Inc'd
X	Brakes	Bendix air disc brakes, 22X, 16.9" rotor, BX-275 pad material (synthetic oil hubs recommend)	Inc'd
X	Brakes	Bendix AD-IP heated air dryer, internal purge design	Inc'd
X	Brakes	Heated reservoir automatic drain valve on wet tank	Inc'd
X	Brakes	E-Z Grip soft button cover cushion for parking brake release	Inc'd
X	Brakes	Parking brake interlock, service brake must be applied to release parking brake	Inc'd
X	Brakes	Brake interlock for entrance door, engages rear service brakes	Inc'd
X	Brakes	VGT engine brake enabled, includes switch, improved responsiveness & upgraded bearing system	Inc'd
X	Brakes	Suspended brake & accelerator pedals w/ optimized spacing	STD
X	Brakes	Adjustable driver's brake & throttle pedals, 3" total fore and aft adjustment	Inc'd
X	Brakes	Bendix ESC electronic stability control, includes automatic traction control	STD
X	Cooling	Electric fully on/fully off fan clutch	STD
X	Cooling	Fixed position radiator, front mounted	STD
X	Cooling	Pivoting and removeable front radiator grill	STD
X	Cooling	Silicone cooling hoses w/Breeze brand constant torque clamps for Cummins diesel engines	STD
X	Cooling	Cummins Fleetguard ES Compleat, Ethylene Glycol, blue 50/50, 2 yr/150k miles/4000 hr	STD
X	Electrical	Standard chassis electrical system includes fuses	STD
X	Electrical	Power socket accessory with cap for cell phone charging, in LH side panel	STD
X	Electrical	Ignition keyed alike, for multiple bus orders only	Inc'd
X	Engine	Engine hood w/ marine grade non-skid surface, insulated	STD
X	Engine	750 watt engine block heater, front bumper plug, for Cummins engines	Inc'd
X	Engine	Cummins B6.7, 250 hp @ 2600 RPM, 660 lb-ft @ 1600 RPM	\$ (360)
X	Engine	On-board diagnostics (OBD) meeting EPA 2021 emissions	STD
X	Engine	Cummins engines meet U.S. Phase 2 Greenhouse Gas Emissions Stds from CARB & EPA	STD
X	Engine	Cruise control	STD
X	Engine	Engine governor, limits top speed to 70 mph	Inc'd
X	Exhaust	Two ply stainless steel non-flex style exhaust	STD
X	Exhaust	Tailpipe exits through rear bumper	Inc'd
X	Exhaust	Single exhaust aftertreatment module containing DPF & SCR for 2017 emissions	STD
X	Exhaust	15 gallon Diesel Exhaust Fluid (DEF) tank w/dosing system	STD
X	Exhaust	DEF tank located behind entrance door with curbside fill & locking door	STD
X	Fuel System	Racor heated fuel water separator	STD
X	Fuel System	60 gallon fuel tank, mounted between the frame rails	STD

X	Fuel System	Fuel fill location - RIGHT side	STD
X	Fuel System	Locking fuel tank door, spring loaded	Inc'd
X	Gauges	Speedometer, tachometer, odometer, and hourmeter	STD
X	Gauges	Oil pressure, coolant temp, fuel level, voltmeter, and digital clock	STD
X	Gauges	Transmission temperature gauge, included in dash readout	STD
X	Gauges	Ametek Dixon instrument cluster & message display center control panel	STD
X	Gauges	Ammeter, front dash mounted	Inc'd
X	Gauges	Exterior temperature gauge, Teltek brand with ice warning	Inc'd
X	Horns	Air horn, mounted under driver's area	Inc'd
X	Lights	LED headlights, Xenon high-intensity (requires retainer), installed locally	Inc'd
X	Mud Flaps	Full length front and rear mud flaps	Inc'd
X	Mud Flaps	Front and rear rubber fenders	Inc'd
X	Steering	Tilt & telescoping steering column	STD
X	Tires	Michelin 255/70R22.5 XZE2 hwy tread tires front, XMD traction rear, load range H, low profile	Inc'd
X	Tow Hooks	Two front and rear tow hooks	STD
X	Traction	OnSpot brand automatic tire chains, factory installed	Inc'd
X	Transmission	Allison PTS 2500 automatic transmission, Gen 5, 5 speed, T-handle	STD
X	Transmission	FuelSense PERFORMANCE programming - 5th gen controls, EcoCal, Dynamic Shift Sensing	Inc'd
X	Transmission	Allison TranSynd synthetic transmission fluid	STD
X	Undercoating	Premium undercoating, Sulfonate enhanced direct to metal modified wax coating	STD
X	Wheels	Hub piloted steel wheels, 22.5 X 8.25, black	STD

BODY SPECIFICATIONS

X	Air Conditioning	Air conditioning engine compressor prep kit, inc's dual 13.1 CID compressors, Option #30008	Inc'd
X	Air Conditioning	MCC A/C, 83k btu, front RH side & rear inwall evaporators, 2 CM-2 skirt condensers, 2 TM-16 compressors	Inc'd
X	Air Conditioning	A/C system includes dash air & stacked condenser kit for LH midmount installation	Inc'd
X	Compartments	Electrical access panel below driver window, locking	Inc'd
X	Compartments	Emergency equipment compartment over windshield, non-locking, emergency equipment installed inside	Inc'd
X	Compartments	Interior driver's storage compartment over driver's LH shoulder, non-locking	Inc'd
X	Compartments	Exterior skirt tool compartment, RH, forward of rear wheels	Inc'd
X	Construction	Body meets Colorado Rack & Load Test & Kentucky Pole Test as STANDARD	STD
X	Doors	Air operated entrance door, outward opening, mechanical actuated switches	Inc'd
X	Doors	Keyed security lock on entrance door	Inc'd
X	Doors	Entrance door wired battery hot	Inc'd
X	Doors	Rear center emergency door, with upper & lower glass	STD
X	Doors	Vandal lock on rear emergency door, slide bolt	Inc'd
X	Electrical	Standard body electrical system is fuses for most body circuits, plus body control module	STD
X	Electrical	Front upper inner access plates in front bulkhead area, both sides	STD
X	Fans	6" auxiliary fans, upper left and upper center	Inc'd
X	Floor	5/8" marine "BB" grade plywood flooring, screwed down	\$ 81
X	Floor	Gray rubber flooring with aluminum aisle trim	Inc'd
X	Floor	Ribbed matching rubber flooring in driver's area (blue floor will be smooth)	STD
X	GPS	Zonar GPS V4 telematic device, installed locally	\$ 335
X	Grabrail	Left side grabrail in entrance door area, mounted to RH barrier	STD
X	Grabrail	Right side forward grabrail in stepwell	Inc'd
X	Headroom	77" headroom with 12" split sash windows	STD
X	Heaters	Heavy duty heater pump, Bergstrom, chassis mounted	Inc'd

X	Heaters	Front 90,000 BTU defroster system	STD
X	Heaters	Driver's foot warmer heater, 12,000 BTU	Inc'd
X	Heaters	Rear wall mounted heater, 80,000 BTU, RH next to lift, for special needs	Inc'd
X	Heaters	Silicone heater hoses with Breeze brand constant torque clamps	STD
X	Horns	Backup alarm, 112 dBA, mounted under bus	Inc'd
X	Insulation	Fiberglass insulation roof, front, rear corners, and sidewalls	Inc'd
X	Insulation	Additional fiberglass insulation in front roof cap area & roof bow cavities	Inc'd
X	Insulation	Sound deadening spray coat	Inc'd
X	Insulation	Insulation on the driver's side external firewall/toe box	Inc'd
X	Insulation	Full length accoustical headliner with polyester body insulation in ceiling	Inc'd
X	Insulation	Stepwell insulation, NR 3, includes aluminum kick plates	STD
X	Lettering	6" black, both sides _____	Inc'd
X	Lettering	Bus numbers in standard locations, 6" black _____	Inc'd
X	Lettering	Emergency door/exit lettering for all pushout windows & doors	Inc'd
X	Lettering	6.5" 3M Diamondgrade reflective on beltlines, both sides, below lettering	Inc'd
X	Lettering	Route changer, 4 digit with hinge, installed locally	Inc'd
X	Lights	Backlighting of switch panel controlled by rheostat switch	STD
X	Lights	Backup lights, 4" LED, vandal resistant	Inc'd
X	Lights	Auxiliary backup lights behind rear mud flaps, Grote #63611 LED, locally installed	Inc'd
X	Lights	Clearance and cluster lights, LED grommet mounted with LED ID bar	STD
X	Lights	Daytime running lights	STD
X	Lights	Dual row dome lights in wire molding, driver's, LH, RH, & rear on switches, LED	Inc'd
X	Lights	Front 7", rear 7", & side amber directional lights, LED	Inc'd
X	Lights	Rear 7" & 4" red stop and tail lights, LED	Inc'd
X	Lights	Eight way warning lights, LED, colored lenses	Inc'd
X	Lights	Strobing pattern option for LED 8-lights	Inc'd
X	Lights	Warning lights wired battery hot	Inc'd
X	Lights	Doran 16 light monitor for warning light system, universal	Inc'd
X	Lights	NO hoods installed over 8-way warning lights	STD
X	Lights	Exterior boarding light at entrance door, LED	Inc'd
X	Lights	Stepwell lights, LED	Inc'd
X	Lights	Red interior light mounted over rear emergency door in lieu of blue	\$ (84)
X	Mirrors	Rosco Open View ES Split RV mirrors, 7 3/8" X 10" flat & 7 3/8" X 10" convex, heated & remote control	Inc'd
X	Mirrors	Rosco Eye-Max LP, Asymmetrical Shape, crossview mirrors, heated	Inc'd
X	Mirrors	Interior rearview mirror with integrated backup camera monitor, 6" X 30", Rosco MorVision	\$ (375)
X	Paint	Body and chassis painted school bus yellow w/ black rubrails & bumpers	STD
X	Paint	3" black ABS bezel background around warning lights	Inc'd
X	Paint	Rubrails painted full width profile	Inc'd
X	Paint	Roof painted bright white, white stops 12.5" above rain visor, straight edge at front roof cap	Inc'd
X	Radio	AM/FM/USB/MP3/SD/MMC/BT/PA with front USB and AUX inputs	Inc'd
X	Radio	Eight (8) interior deluxe speakers	Inc'd
X	Radio	Exterior PA speaker mounted behind grill	Inc'd
X	Radio	Wiring for two way radio system, provides power & ground wires & pull wire	Inc'd
X	Reflective	3M Diamondgrade SCHOOL BUS signs, front and rear	Inc'd
X	Reflective	3M Diamondgrade reflective, 2" along sides and 1.75" rear outline	Inc'd
X	Rubrails	Four rubrails - window, seat, floor, & skirt level - 16 gauge steel, screwed w/steel end caps	STD

X	Rubrails	Rubrails extend on side lift doors only & seat rail around to rear corner	Inc'd
X	Safety Equip	5 lb. fire extinguisher mtd in overhead compartment or floor & triangle kit mtd on floor	Inc'd
X	Safety Equip	First Aid Kit, Body Fluid Kit, Seat Belt Cutter	Inc'd
X	Safety Equip	Second first aid kit provided and mounted in front overhead compartment	Inc'd
X	Seat, Barriers	Highback barriers at front RH and LH	STD
X	Seat, Driver's	Adjustable driver's shoulder belt, with in-line "D" ring for 17" adjustment	STD
X	Seat, Driver's	Updated driver's 3 point seat belt, floor mtd w/ emergency locking retractor	STD
X	Seat, Driver's	Driver's seat mounted at floor level (no seat platform)	STD
X	Seat, Driver's	National Premium air susp. seat, w/ fabric, dual shocks, triple lumbar support, 6-way front cushion adj, blk	Inc'd
X	Seat, Driver's	Driver's console mounted armrest to the left of the driver	Inc'd
X	Seat, Driver's	Driver's seat armrest, for right side of seat only	Inc'd
X	Seat, Passenger	Modesty panel below front barrier for RH side, behind entrance door	Inc'd
6	Seat, Passenger	C.E. White Highback 3 PT Lap/Shoulder Belt seats, 36" wide, 2 passenger	\$ (320)
6	Seat, Passenger	C.E. White Highback 3 PT Lap/Shoulder Belt + CRS seats, 36" wide, 2 passenger or 2 CRS	\$ 960
X	Seat, Passenger	CRS seats located LH seats 1, 2, & 5 and RH seats 1, 2, & 4 (preferred not at pushout window)	\$ (160)
X	Seat, Passenger	Vinyl covered shoulder pads, below interior window line on both sides, black	Inc'd
3	Seat, Passenger	LATCH/UCRA seat, has one child seat attachments per seat for 36" wide seats, LH seats 3, 4, & 6	\$ 143
X	Seat, Upholstery	Blue fire block seat upholstery, seats & barriers	\$ (186)
X	Side Panels	Exterior side panels, 20 gauge w/beaded smooth side panels, standard 19 3/4" skirts	STD
X	Signs	SMI Transpec Driver Alert #7500 sign, mtd on rear emergency door, installed locally w/rear wall heater	Inc'd
X	Stepwell	Galvanized G90 stepwell material	\$ (583)
X	Stepwell	Vinyl studded step treads, w/white nosing, metal backing, gray	Inc'd
X	Stepwell	Stepwell skid plate for stepwell protection	Inc'd
X	Stop Arm	SMI stop arm, air operated, with LED strobe lights, hi-reflective, w/ wind guard	Inc'd
X	Stop Arm	Crossing arm, with polycarbonate blade, air operated	Inc'd
X	Sun Visor	6 1/2" X 30" dark tinted acrylic sun visor, padded edges	Inc'd
X	Switches	Noise suppression "railroad" switch, latching	Inc'd
X	Switches	Warning light & entrance door switches mtd RH switch panel	Inc'd
X	Switches	Child Checkmate system, CM1 alarm unit & button on rear bulkhead, installed locally, wiring details TBD	Inc'd
X	Ventilation	Roof hatch, Transpec Triple Value with power vent, Qty 2	Inc'd
X	Video System	Seon TH6 DVR video system w/500 GB hard drive, 5 cameras, GPS & sensors installed	Inc'd
X	Video System	Cameras: Locations TBD	Inc'd
X	Windows	Blue Bird E-Z Window split sash incl. interlocking sashes, weatherstripping	STD
X	Windows	Tinted & tempered side windows, black framed	Inc'd
X	Windows	Four (4) pushout windows, two per side, vertical hinges	Inc'd
X	Windows	Rear emergency door & rear vision glass, tinted & tempered	Inc'd
X	Windows	Green tinted & laminated entrance door glass	Inc'd
X	Windows	Green tint & laminated glass in driver's window, black framed	Inc'd
X	Windshield	Two piece, curved bonded windshield, tinted & shaded	Inc'd
X	Windshield	Grip handles, two, for cleaning windshield	Inc'd
X	Windshield	Single switch, 2 speed, intermittent wet arm windshield wipers	STD
SPECIAL NEEDS SPECIFICATIONS			
X	Special Needs	W/C lift pkg, 47" wide door, green pilot, auto door light switch, & wheelchair decal	Inc'd
X	Special Needs	Interior lift door light, qty (2) LED, mounted over lift door	Inc'd
X	Special Needs	Rubrails extend on side lift doors, seat & floor	Inc'd
X	Special Needs	Flat floor configuration, no rear wheelhousings	Inc'd

X	Special Needs	Glass in wheelchair lift door to match passenger side windows	Inc'd
X	Special Needs	Exterior boarding light at lift door, LED	Inc'd
X	Special Needs	Brake interlock for lift door, for rear service brakes, req'd by FMVSS 403/404	Inc'd
X	Special Needs	Braun Millennium NL919FIB-2 w/c lift, 34" X 51", 800 lb., hydraulic roll-stop	Inc'd
X	Special Needs	Wheelchair lift wired hot, to battery, lift will operate with ignition in the OFF state	Inc'd
X	Special Needs	Permanent W/C position, 4 sticks vertical track, no seats installed, LH REAR	Inc'd
X	Special Needs	Floor tracks for two seats, or one w/c position, seats installed, RH REAR FORWARD OF LIFT	Inc'd
2	Special Needs	Q'Straint QRT Deluxe auto-retracting wheelchair tiedowns, Q-8106-L2, QTY	Inc'd

WARRANTY COVERAGE

X	Warranty	Extended Blue Bird warranty "Gold 5/10", five year/unlimited miles, Option 31300-24 (L3)	Inc'd
X	Warranty	Cummins Engine Standard Warranty 5 years/100,000 miles	STD
X	Warranty	Allison Transmission EDGE Ext'd Warranty Coverage, 7 yrs/unlimited miles, PTS2500 only	STD
X	Discount	Customer discount based on order date & option content	\$ (4,000)

Base Vehicle Sales Price	\$	152,715.00
Additional Selected Options	\$	(4,549.00)
GRAND TOTAL VEHICLE SALES PRICE	\$	148,166.00

By signing below, I acknowledge the specifications listed above are complete and correct. The bus order will be placed from this list of requirements.



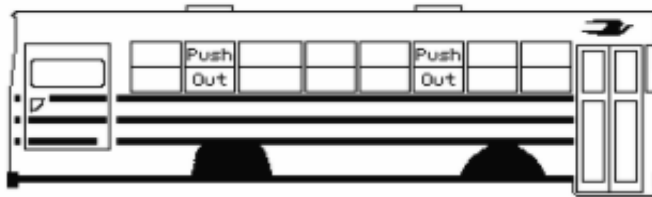
Customer's Authorized Representative	Title	Date
	Director of Sales	7/23/2021
Western Bus Sales, Inc. Authorized Representative		Date

AVAILABLE ALTERNATIVE OPTIONS - NOT INCLUDED IN ABOVE PRICE

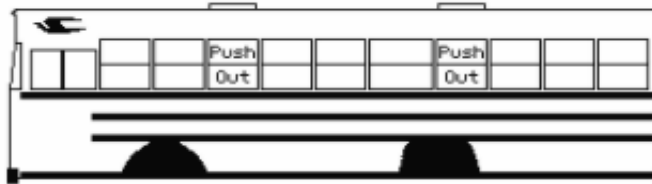
SEAT & BODY PLAN

Usage : School Bus State: OREGON BP: 5011357

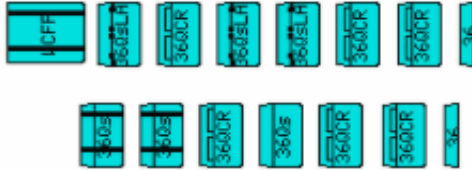
PLBT: T3FE
 Length: 2903
 Wheelbase: 141.0
 Usage: School Bus
 Body Plan # 5011357



PLBT: T3FE
 Length: 2903
 Wheelbase: 141.0
 Usage: School Bus
 Body Plan # 5011357



SP: 30372 T3FE 2903, 25 CAP



SP: 30372 T3FE 2903, 25 CAP

O.S. Rear Wall
CL Front Bow

Row	RH Seats	LH Seats
1	36CEWQSCR	36CEWQSCR
2	36CEWQSCR	36CEWQSCR
3	36CEWQS	36CEWQSLA
4	36CEWQSCR	36CEWQSLA
5	36CEWQSTH	36CEWQSCR
6	36CEWQSTH	36CEWQSLA

Dimensions are to center line of front mounting hole.

LH Seat Spacing: 32.00, 31.00
 LH Knee Clearance: 27.50, 27.25

RH Seat Spacing: 32.50, 31.00
 RH Knee Clearance: 28.00, 27.25

T3FE2903 ECDR CEWQSCR 14C 2TH

T3FE 2903

Capacity	25
Seat Plan #	30372
Wheelbase	141.0

DO NOT SCALE



ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

August 18, 2021

Title

Kelly Middle School – Site Preparations for the Modular Classroom Buildings

Presenter

Ryan Spain – Director of Facilities

Background

With the addition of staff at Kelly Middle School, additional space is needed. Two modular buildings will be added, totaling four classrooms. One modular at Crest Drive will be relocated to Kelly for the fall and a second unit is currently on order. This item for action approves the site preparation, utilities and other activities required for the preparation of the modular classrooms.

Budget/Resource Implications:

The budget includes the site preparations for the modular classrooms. Bridgeway Contracting, LLC was the successful contractor at \$283,552.00. The project will be funded from available Elementary and Secondary Emergency Relief (ESSER) funds.

Board and Superintendent Goals

Goal 5 Stable, Sustainable Stewardship, Objective 5 Provide safe, secure, sustainable learning spaces that meet educational needs.

Recommendation

The superintendent recommends the award to Bridgeway Contracting, LLC for the Kelly Middle School site preparations for the added modular buildings in the amount \$283,552.00 funded from available ESSER funds.



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

August 18, 2021

Title

Approve Memorandum of Agreement with OSEA – Reopener of 2018-22 Collective Bargaining Agreement

Presenter

Christine Nesbit – General Counsel

Background

The district and Oregon School Employees Association Chapter 1 are parties to a collective bargaining agreement (CBA) that expires on June 30, 2022. As permitted by that agreement, the parties reopened for negotiation and reached a tentative agreement on the following articles and appendices:

- 7 – Classification and Reclassification of Positions
- 17 – Insurance Benefits
- 19 – Compensation/ Related Matters
- 20 – Retirement
- A – Compensation Schedules and Reopeners
- B – JBC Insurance Reserve Fund Transfers
- E – Classified Benefits Coordinator

The tentative agreement provides for a 2% cost of living adjustment (COLA), a \$1,000 one-time payment, an increase to the district's monthly insurance contribution of between \$27.25 and \$30, per member per month, depending on FTE level, and a transfer of \$250,000 to the classified health insurance reserve pool. Additional changes update the district's process on classification and reclassification of positions and other terms to comply with pay equity practices and law. The tentative agreement provides for an increase in the amount of a one-time payment made to staff members who PERS retire from the district and, as required by law, provide for the reinstatement of some sick leave to retired employees who are reemployed by the district within 180 days of retirement. Finally, the changes delete the benefits coordinator job description from an appendix in the CBA. Although the coordinator position will continue, deleting the job description from the CBA will allow the district to adjust the work assignment if needed in the best interest of the organization and allow the position to be integrated into the Human Resources department and supervised like any other position in the district.

OSEA members ratified the agreement on August 11, 2021.

Budget/Resource Implications

The proposed Memorandum of Agreement (MOA) will result in new, ongoing costs of \$844,000 for the classified employee contract, and one-time costs of \$_____

Recommendation

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

ARTICLE 7 - CLASSIFICATION AND RECLASSIFICATION OF POSITIONS

- 7.1 Appendix C is a list of the classifications and classification pay grades generally in use as of July 2014.
- 7.2 New Class. If the District creates a new classification, it shall develop a class specification and proposed pay grade that complies with Oregon Pay Equity law, and notify forward the class specification to the Association of the same. The Association shall have the opportunity to meet and discuss the matter with the District. If the Association objects to the District's pay grade proposal, it shall have fourteen (14) days in which to inform the district of any demand to bargain over the pay grade, and the parties will engage in expedited bargaining pursuant to ORS 243.698. Negotiations teams will be comprised of two members each unless the parties agree otherwise. The District may, at its option, implement the proposed pay grade pending the completion of negotiations, at least seven (7) business days before the District presents it to the Pay Grade Evaluation Committee (PGEC). The District agrees to consider the Association's concerns.
- ~~7.3 Pay Grade Evaluation Committee (PGEC)~~
- ~~7.4 Composition. The Committee shall consist of equal numbers of members appointed by the Association and the District. The total Committee members shall be at least four (4) and not more than eight (8).~~
- ~~7.5 Committee Actions. Committee members shall be trained in, and employ a position evaluation system designated by the District, which for the term of this contract shall be the Willis System or agreed upon successor. The Committee's decision shall be sent to the Director of Human Resources. If the Director of Human Resources modifies the decision of the PGEC, the Association shall be given notice of the modification and supporting reasons. If the Association does not accept the Director's decision, then it may grieve the decision beginning at Level 2 of the grievance procedure.~~
- 7.6.3 Reclassification of Existing Positions
- ~~7.6.1~~7.3.1 Reclassification. The reclassification process can occur when there is a permanent and substantial change of duties.
- ~~7.6.2~~7.3.2 Reclassification Process. The District, an employee or the Association may implement initiate the reclassification procedure as follows:
- ~~7.6.2.1~~7.3.2.1 The process is initiated by submitting a position description and highlighted changes in job duties and responsibilities. The position supervisor or administrator will attest to the accuracy of the position description or resolve differences or state his/her/their differences, and submit the request to the appropriate Department Director or Building Administrator.
- ~~7.6.2.2~~7.3.2.2 The Department Director or Building Administrator shall review the position description and forward the reclassification request to the Human Resources Department.
- ~~7.6.2.3~~7.3.2.3 Human Resources shall review the position description and allocate the position to an existing class, deny the request with appropriate direction to the employee and/or initiating party and Director or Administrator or prepare a new class specification. If the latter, the District shall follow the procedure in 7.2.2.
- 7.7.4 Appeals of Human Resource Reclassification Decisions
- ~~7.7.1~~7.4.1 An employee or Association may appeal a reclassification decision to allocate the position to an existing class or denial of request as follows:
- ~~7.7.1.1~~7.4.1.1 Employee initiates a written request for review to Human Resources (HR) within two (2) weeks of Human Resources decision.
- ~~7.7.1.2~~7.4.1.2 HR will respond with a letter which outlines employee's responsibilities, time lines, and data to be submitted to HR to process the appeal.

~~7.7.1.3~~7.4.1.3 The employee must return to HR the completed documents after review by the position supervisor/administrator within two (2) weeks of the date of the letter from HR.

~~7.7.1.4~~7.4.1.4 Upon receipt of an appeal, the HR Director reviews and compares data received to existing class specifications and will make a decision within ~~fifteen (15) days~~two (2) weeks.

~~7.7.1.5~~7.4.1.5 A decision of the HR Director can be grieved only after the grievant and the District have made a good faith effort to resolve their disagreement by using the services of the Employment Relations Board grievance mediation service. If the HR Director's decision is grieved to arbitration, the decision can only be changed if found to be arbitrary or capricious or taken in bad faith or in violation of the law.

7.87.5 Review

The Association and the District agree that classes and positions in the bargaining unit may be reviewed for appropriate classification and comparison of internal and external wage comparability during the term of this contract upon mutual agreement.

7.97.6 The District and Association acknowledge that market pressures sometimes cause the District to be unable to hire qualified employees in a classification. When this occurs, the parties will address the problem for the affected classification(s) and agree on a solution.

ARTICLE 17 – INSURANCE BENEFITS

17.1 Establishing Eligibility

17.1.1 An employee who is in a paid status for fifty percent (50%) or more of ~~his/her~~their regular work days between the sixteenth (16th) of one month through the fifteenth (15th) of the following month, shall be eligible for the insurance benefits and premium payments as provided for herein.

17.1.2 Employees working seven (7) or more hours

The District's total contribution per member per month for medical, dental, vision, and long-term disability insurance on behalf of employees who work a minimum of seven (7) hours per day will be ~~one thousand eighty dollars (\$1080.00) for the period October 2018 through September 2019. For the period of October 2019 through September 2020, the district monthly insurance contribution shall be one thousand and ninety-five dollars (\$1095.00). For the period of October 2020 through September 2021, the district monthly insurance contribution shall be eleven hundred and~~ thirty-five dollars (\$1,135.00\$1105.00) for the period October 2021 through September 2022.

17.1.3 Six (6) to less than seven (7)-hour employees

The District's total contribution per member per month for medical, dental, vision, and long-term disability insurance on behalf of employees who work a minimum of six (6) hours but less than seven (7) hours per day will be ~~nine hundred and twenty-five dollars (\$925.00) for the period October 2018 through September 2019. For the period of October 2019 through September 2020, the district monthly insurance contribution shall be nine hundred and forty dollars (\$940.00). For the period of October 2020 through September 2021, the district monthly insurance contribution shall be nine hundred and~~ eighty-five dollars (\$980.00\$950.00) for the period October 2021 through September 2022.

17.1.4 Four (4) to less than six (6)-hour employees

The District's total contribution per member per month for medical, dental, vision, and long-term disability insurance on behalf of employees who work at least four (4) but less than six (6) hours

per day will be ~~six hundred ninety-seven dollars and seventy-five cents (\$697.75) for the period October 2018 through September 2019. For the period of October 2019 through September 2020, the district monthly insurance contribution shall be seven hundred and twelve dollars and seventy-five cents (\$712.75). For the period of October 2020 through September 2021, the district monthly insurance contribution shall be seven hundred and fifty-two dollars and seventy-five cents (\$750.00)~~\$722.75) for the period October 2021 through September 2022.

17.1.5 The District will continue its insurance contribution for school year employees who are laid off during their work year and twelve-month employees through the month following the month the employee receives notice of a layoff.

17.2 Long-Term Disability Insurance. The District shall provide a Long-Term Disability Insurance Program.

17.3 ~~Disabled Employees. See Section 14.2.5.~~

Employees on Unpaid Leave. See Section 14.

17.4 Section 125 Flexible Spending Accounts

Employee expanded use of section 125 flexible spending accounts will be determined by the District/Association JBC, consistent with the terms of a December 17, 1999, memo from the District to the Association on section 125 flexible spending accounts. Any net District FICA savings as determined by the formula in the December 17, 1999, memo in excess of twenty two thousand three hundred eighty one dollars (\$22,381.00) per year shall be transferred to the JBC reserve fund in section 17.6.

17.5 Joint Insurance Committee

The parties will ~~establish a~~continue the standing joint committee on insurance with up to four (4) members appointed by the Association and up to four (4) members appointed by the District. The Association and the District representatives on this committee have the authority to act as delegated to them by the Association and District respectively. All JBC decisions shall be by consensus agreement. If at any time the cost of employee insurance exceeds the limits on the District's total contribution for insurance set by this Article, the committee will, subject to the Association and District approval, adjust the benefit program to fall within the limit of the District's total insurance contribution. If the District and the Association do not agree on the adjustment to the benefit program or the use of the medical insurance reserves, and if additional money is needed to continue the benefit program, the Association shall agree to an increase of the amount contributed by its members to maintain the benefit program. The committee will manage those medical insurance reserves that began accumulating after October 1, 1987, subject to the approval of the District and Association. Amounts accumulated in the reserve fund over two million, seven hundred and fifty thousand dollars (\$2,750,000), based on the year-end reconciliation, will revert to the District general fund; provided, however, that should members be offered composite rates, amounts over one million five hundred thousand dollars (\$1,500,000) will revert to the District general fund.

17.6 The District retains the sole discretion to select the insurance carriers.

~~17.7 The JBC shall select a bargaining unit member to serve as Benefit Coordinator who shall perform duties and have working conditions and be compensated as described in Appendix H.~~

~~17.8~~17.7 Health Savings Account.

The District may offer a high deductible health plan and designate a custodian to receive contributions to health savings accounts. In such a case, the District may elect to make employer contributions as allowed by law provided such costs (including administrative fees) are reduced from contributions owing under Article 17.1.

ARTICLE 19 - COMPENSATION/RELATED MATTERS

19.1 Compensation. The compensation schedules for 2018-19, 2019-20, 2020-21 and the reopener for years four of this Agreement are contained in the attached Appendix A. The District and the Association recognize that the District

may need to increase hourly wages due to labor market conditions. Any District proposal to increase wages will be subject to the parties' duty to bargain.

- 19.2 Initial Placement. At the time of the first hiring of an employee, the District shall designate the proper placement of the individual on the appropriate salary/wage schedule ~~on the basis of~~based on the employee's experience, qualification, and ~~other relevant pay equity factors~~placement of current employees in the same classification.
- 19.3 Step Advancement in Grade. ~~Step advancement within the employee's pay grade shall be dependent upon satisfactory service. The District may withhold an employee's advancement where, in the opinion of the District, satisfactory service has not been performed as indicated in the current year's evaluation. If advancement is to be denied, the District will, by May 30, do the following: (1) complete the evaluation on which the employee's step advancement is denied in time to give the employee reasonable opportunity to improve his/her performance and (2) give the employee written notice that he/she will not advance in pay grade. Except for employees on the top step of their classification, all employees not so notified shall be advanced one step as provided under the terms of this Article. An employee may challenge a decision not to be advanced through Level 2 of the Grievance Procedure.~~The advancement of all employees who are qualified to be advanced, and who have been employed prior to January 1, shall be effective on the first day of the employee's work year except as provided in Appendix AC.
- 19.4 Compensation When Accepting a Position in a Different Classification. ~~Promoted.~~In accordance with Oregon pay equity law, an employee promoted to a classification on a higher pay grade accepting a position in a different classification shall be placed on the step that corresponds with the employee's qualifications and experience pertinent to that classification, and other relevant pay equity factors, of the pay grade which will provide a proper pay raise considering current grade and step, normal advancement thereon and other relevant factors. Normally this placement should be the step which provides an increase above that being presently earned.
- 19.5 Involuntary Demotions. Involuntary demotions may occur for poor or unacceptable work or for other reasons. — An employee involuntarily demoted ~~for poor or unacceptable work~~ to a lower classification shall be placed on the step in the lower classification pay grade ~~and step corresponding to that which the employee was placed when in the higher classification~~that corresponds with the employee's qualifications and experience pertinent to that classification, and other relevant pay equity factors.
- ~~19.5.1 — Other than Poor Work — An employee involuntarily demoted for any reason other than poor or unacceptable work, shall receive the same rate of pay as he/she received immediately before the demotion during the first year the employee is in the lower classification. Commencing with the second year in the lower classification the employee shall be placed on the step of the lower pay grade using the employee's total District paid status time to make that determination. This provision does not apply to Reduction in Force in Article 24.~~
- 19.6 — Voluntary Demotion
- ~~An employee voluntarily demoted to a lower classification shall be placed on that lower classification's range and the step corresponding to that which the employee was placed when in the higher classification.~~
- ~~Special Circumstances. If, to comply with the provisions of this section, other employees in the class to which the employee moved would be materially damaged because of their greater service and experience in that class, the District and Association can mutually agree on a solution to alleviate the damage, but which will not be binding on either party in future situations that arise.~~

19.7~~19.6~~ Working Out of Range

~~19.7.1~~19.6.1 Within Bargaining Unit

Any employee assigned by an authorized administrator to perform substantially the same duties of a higher-paid position within the classified bargaining unit for more than five (5) consecutive working days ~~or a total of fifteen (15) working days in a fiscal year~~, shall be considered to be working out of range. An employee so assigned shall be paid on the higher classification range, at the step level rate next above their~~his/her~~ present rate of pay or two and one-half percent (2.5%), whichever is higher, retroactive to the first day~~beginning on the first working day after the fifth (5th) consecutive working days or total of fifteen (15) working days in a fiscal year have been completed.~~ Employees will receive training and required equipment for any additional responsibilities. An employee temporarily assigned by an authorized administrator to perform substantially the same duties of a

higher-paid position for thirty (30) or more consecutive calendar days shall be paid based on the step in the higher classification pay grade that corresponds with the employee's qualifications and experience pertinent to that classification, and other relevant pay equity factors.

19.7.2 19.6.2 Outside Bargaining Unit

Employees who agree to perform the duties and responsibilities of a District position not in the Association bargaining unit shall be eligible for a temporary pay adjustment increase up to ten percent (10%) or be placed on the salary schedule of the position. The employee shall be eligible for professional training leave under section 13.98 and the terms of the leave shall be as provided in Article 14 except that three (3) consecutive years of District employment is not required for a long duration leave.

19.8 19.7 Call Back

19.8.1 19.7.1 Minimum Time Paid. Any employee who has left work after completing ~~his/her~~ their regular working day and who is subsequently called back to the District or who is called back to the District on a Saturday or Sunday, shall be paid a minimum of two (2) hours for the work for which they are called back.

19.8.2 19.7.2 Mileage. An employee who has left work after completing ~~their his/her~~ regular working day and who is subsequently called back to the District to work shall be paid mileage at the rate paid District administrators for miles traveled between the employee's home and the assigned work place to which the employee is required to report, but in no event shall the distance reimbursed be more than thirty-two (32) miles for each occurrence.

Employees called to work on Saturday or Sunday are eligible to be paid for mileage under this provision unless they are regularly assigned to work on those days.

19.8.3 19.7.3 Travel Time. An employee who has left work after completing ~~their his/her~~ regular working day and who is subsequently called back to the District to work shall be compensated for the reasonable travel time between employee's residence and the assigned work place to a maximum of not more than the time to travel thirty-two (32) miles for each call back.

19.9 19.8 Show Up Pay. The provisions of Section 12.1.43 apply to any employee reporting for assigned work hours.

19.10 19.9 Longevity Pay. Employees will receive a lump sum longevity payment as described below in addition to longevity step compensation as described in Appendix AC.

19.10.1 19.9.1 On the fifteenth (15th) anniversary of their date of hire, employees will receive a one-time longevity payment equal to three percent (3%) of their annual salary for the fiscal year in which payment is made, provided that the payment shall not exceed five hundred dollars (\$500.00).

19.10.2 19.9.2 On the twentieth (20th) anniversary of their date of hire, employees will receive a one-time longevity payment equal to five percent (5%) of their annual salary for the fiscal year in which payment is made, provided that the payment shall not exceed one thousand dollars (\$1,000.00).

19.10.3 19.9.3 On the twenty fifth (25th) anniversary of their date of hire, employees will receive a one-time longevity payment of fifteen hundred dollars (\$1,500.00).

19.11 19.10 Travel Allowance. All classified employees who are required, in the course of their work, to drive personal vehicles to conduct authorized school business shall be paid mileage at the prevailing IRS rate. Examples of activities which do not qualify as authorized school business are travel to another duty station established at the written request of the employee, and attendance at workshops when attendance is voluntary.

19.12 19.11 Payroll Matters

19.12.1 19.11.1 Formula

The base payroll formula for all but student attendance day employees is the sum of the number of paid contract days x the employee's scheduled hours x the employee's hourly rate, divided by 12 checks. For the period of this contract, food service employees working student attendance days only will be paid on

this basis, but will receive 10 checks rather than 12. Variances in time worked that affect pay will be recorded on and paid according to a timesheet.

Transportation employees working student attendance days only will be paid based on a timesheet method over 10 months.

Add on assignments will be paid on a timesheet basis.

~~19.12.2~~19.11.2 Payroll Cut-off

When feasible, payroll cutoff will not occur prior to the fifteenth (15th) of the month. However, the District may modify the payroll cutoff date when, in the District's judgment, such modification is appropriate to facilitate conduct of the District's business. Paychecks will be deposited or mailed on the last business day of the month.

~~19.12.3~~19.11.3 Final Paycheck

An employee who quits or resigns with five (5) days' written notice to Human Resources will be provided ~~their his/her~~ final paycheck within five (5) days of employment termination. An employee who quits without such written notice to Human Resources will receive ~~his/her~~~~their~~ final paycheck within 20 days of employment termination. When the District discharges an employee, payment will be made within five (5) days. Payment may be made by mail, picked up by the employee, or by direct deposit depending on the circumstances. "Days" in the Article means business days.

~~19.13~~19.12 Professional Education Program

~~19.13.1~~19.12.1 A Professional Education Program (PEP) Fund for classified employees will be implemented. The program will include job-related training activities, tuition reimbursement, registration or materials costs, and conferences and workshops which may be offered through the District.

The District provides \$15,000.00 each fiscal year for employee-initiated professional development for members. For the 2021-22 school year only, the district will contribute an additional \$15,000 for the PEP program.

~~19.13.2~~19.12.2 The Joint Labor Management (JLM) committee will meet to establish goals, review account balances provided by the classified benefits coordinator, and set written guidelines for the administration of funds, including the distribution of funds and changes to reimbursement levels. Periodic meetings will be held to carry out such activities. JLM recommendations and/or decisions shall be neither grievable nor arbitrable.

~~19.14~~19.13 Tools and Uniforms

~~19.14.1~~19.13.1 Tool Allowance. Following each fiscal year, the District shall pay in July an amount up to twenty percent (20%) of the total cost of tools as determined by the District's schedule of cost for mechanics and maintenance employees, and which are required by the employee for use in ~~their his/her~~ employment with the District. This sum is to compensate the employee for the replacement of ~~their his/her~~ tools.

~~19.14.2~~19.13.2 Proration of Tool Allowance. The amount of tool allowance paid to those individuals who begin employment after July 1 but prior to January 1, or who have extended leaves of absence, exclusive of paid vacation or sick leave, in excess of twenty-one (21) working days during the fiscal year shall be paid an amount equal to fifteen percent (15%) of the total cost of tools as determined in 19.14.1 above.

~~19.14.3~~19.13.3 Shoe Allowance. The District will provide an annual allowance of fifty dollars (\$50.00) for all food service staff required to wear nonslip shoes on the job who are employed as of September 15. Payment will be made in the September paycheck. New hires will receive the allowance in the employee's first paycheck after hire.

~~19.14.4~~19.13.4 Laundry Service. Each year the District shall provide laundry service for District-furnished Transportation and Maintenance Department uniforms.

~~19.14.5~~19.13.5 Exceptions to Tool Allowances. Individuals leaving employment of the District before completing the full year shall have the allowance paid in their final paycheck.

~~19.15~~19.14 Certificates, Licenses, and Physicals

The District shall pay the cost of any employee's special license and qualification test fees beyond those for the basic license required by the State of Oregon for the employee to perform ~~his/her~~their job with the District. Each employee shall obtain and maintain in good standing at ~~his/her~~their own expense all other certificates and licenses required by law as a condition of ~~his/her~~their employment, except that the District shall pay the cost of any physical examination requested by the District or required by the law for the employee to maintain ~~his/her~~their license to carry on ~~his/her~~their occupation with the District on the condition that the physical examination shall be given by physicians designated by the District.

~~19.16~~19.15 The District shall make a monthly District paid tax sheltered annuity (TSA) contribution. The District paid TSA contribution amount will be one and three quarters percent (1.75%) of the employee's monthly bargaining unit position(s) wages. To be eligible for the District paid TSA contribution, the employee must contribute point seven five percent (.75%) of the employee's monthly bargaining unit position(s) salary and complete the following necessary steps.

~~19.16.1~~19.15.1 Set up a TSA account with one of the three authorized District providers. This must be completed prior to Step 2.

~~19.16.2~~19.15.2 Complete the District TSA contribution form which is available in Financial Services or on the financial services website.

~~19.16.3~~19.15.3 Return the completed District form to the District Financial Services Department. Completed forms received by the 15th of a month will be processed for payment the same month.

ARTICLE 20 - RETIREMENT

20.1 Supplemental Retirement Benefits

20.1.1 Pre-Retirement Program

The District shall provide time off with pay to classified employees eligible for retirement to attend District sponsored pre-retirement programs. The participants shall be furnished information materials at District expense. The District shall consult with the Association about the content of the program.

20.1.2 Retirement Benefits

Employees ~~retiring from PERS service~~, who retire from the District after ten (10) consecutive years of regular employment with the District and meet the PERS requirements for receiving the system's regular retirement benefits ~~of (i.e., Tier One age 58, Tier Two age 60 or OPSRP age 65 or an earlier age with 30 years of PERS service)~~, will receive a lump sum payment. The amount of the payment will be two thousand ~~five hundred~~ dollars (\$2,500.00) for an employee with ten (10) consecutive years of regular District employment, three thousand dollars (\$3,000.00) for an employee with ~~fifteen (15) such years, three thousand five hundred dollars (\$3,500.00) for an employee with~~ twenty (20) such years, ~~and~~ four thousand dollars (\$4,000.00) for an employee with ~~twenty-five (25) such years, and four thousand five hundred dollars (\$4,500.00) for~~ thirty (30) or more consecutive years of regular employment with the District.

20.1.2.1 OPTION TWO: An employee eligible for the lump sum payment in Article 20.1.2 who retires on or before June 30, 2023 may, in lieu of the lump sum payment, elect a District paid monthly contribution shall be three hundred seventy-five dollars (\$375.00). During the term of this contract, the District and Association agree to the use of the insurance reserve fund in section 17.6 in the amount of twenty-five (\$25.00) per month as additional dollars for retiree insurance unless the JBC agrees to change the amount contributed from the insurance reserve fund. Under no circumstances will the District

make premium payments for an employee's spouse who reaches sixty-five (65) years of age or qualifies for Federal Social Security Medicare coverage, whichever occurs first. However, if the employee qualified for a District-paid insurance contribution under section 20.3.6.2 or under section 20.3.7.3, then the thirty-six (36) months of eligibility for the District insurance contribution shall be tolled until the month following termination of the re-employed retired employee. If an eligible employee waives the District retiree insurance program, then the District's insurance contribution will not be made during the term of the waiver. The District and the classified insurance reserve fund will not make any contributions to an employee or spouse under the terms of this paragraph after June 30, ~~2026~~²⁰¹⁶. Article 20.1.2.1 expires at midnight on June 30, 2026.

20.1.2.2 OPTION THREE: An employee fifty-seven (57) years or older who has ten (10) or more consecutive years of regular employment, see section 20.1.2, with the District who meets all the requirements of 20.1.2 except for being eligible for the regular PERS retirement benefit, and who retires on or before June 30, 2023, may choose to have the District monthly insurance contribution of three hundred and seventy-five (\$375.00) plus twenty five (\$25.00) from the reserves paid in any consecutive monthly period from retirement to the earlier of age sixty-five (65) or June 30, 2026 in an amount not to exceed the monthly district contribution for that year or prorated in a lesser monthly amount not to exceed the total benefit which is equal to the district monthly contribution for the year of retirement times thirty six (36). The District and the classified insurance reserve fund will not make any contributions under the terms of this paragraph after June 30, 2026. Article 20.1.2.2 expires at midnight on June 30, 2026.

As a result of the sunset of the above-referenced section, Article 20.1.6 (Medicare Carve Out) and Article 20.2.2 (benefits for estate of deceased retiree electing Option 2) will expire on June 30, 2026; at that time, the obligation of the District and the classified insurance reserve fund to make contributions as provided in this paragraph will cease, and no other contributions under the terms of Article 20.1.6 will be made.

- 20.1.3 Determination of Continuous Employment. Employees on District-approved unpaid leave of absence or temporary staff layoff shall not lose credit for the purpose of determining eligibility for retirement benefits, for employment prior to such leave or temporary layoff. However, these periods of absence or layoff shall not be credited toward the required minimum years of employment necessary to qualify for retirement benefits under Section 20.1.2.
- 20.1.4 Retirement While on Leave. An employee on official leave for reasons of health who is determined to be permanently disabled while on such leave and who otherwise meets eligibility requirements, shall also be entitled to retirement benefits if ~~he/she~~^{they} meets the disability requirements of the District-sponsored long-term disability program. When the insurance company or other regulations are not applicable for determining eligibility, the District may require a physical examination or other evaluation to determine such eligibility.
- An eligible permanently disabled employee who elects to receive the lump sum option 20.1.2.1 must take the retirement pay at the time the permanent disability begins.
- 20.1.5 Reinstatement. If, after a withdrawal of all or part of the benefits provided in this Article, an employee returns to regular employment with the District, the employee may reinstate ~~their his/her~~ accumulated years of service if, within the first year of reemployment, ~~he/she~~^{they} repays the District in a lump sum the exact amount paid out by the District to provide the retirement benefits of the employee plus eight percent (8%) interest. Employees who choose not to purchase prior years of service shall have their future eligibility for the retirement benefit plan determined exactly as for a new employee, from the date of reemployment.

20.1.6 Medicare Carve Out.

If the retired employee or the retired employee's spouse or domestic partner qualifies for federal Social Security Medicare coverage prior to age sixty-five (65) because of a disability while covered under the District's insurance plan then the following will apply unless changed by the Joint Benefits Committee:

For retirees who lose district insurance eligibility prior to age sixty-five (65), the Classified Insurance Reserve fund will reimburse the cost of Medicare Parts A and B, and Oregon PERS supplemental Medicare coverage. The total reimbursement will not exceed the amount of, or duration of, the normal district retiree insurance contribution. In addition, an eligible spouse/domestic partner or eligible dependent(s) are eligible for the normal benefit and duration of the district retiree contribution toward insurance on the district retiree plan.

For retirees whose spouse or domestic partner loses district insurance eligibility prior to age sixty-five (65), the Classified Insurance Reserve fund will reimburse the cost of Oregon PERS supplemental coverage, or if ineligible for PERS coverage, another supplemental Medicare plan. The reimbursement will not exceed the amount of, or duration of, the normal district retiree contribution. The retiree will retain eligibility for their normal district retiree contribution.

The disabled parties will retain eligibility to use the 4J Wellness Clinic for the duration of the period of eligibility for the district retirement benefit.

20.2 Death Benefits

20.2.1 Benefits Upon Death of Active Employee

If an employee dies while employed by the District, the District shall pay the employee's estate an amount equal to the employee's earned vacation. In addition the District will, for two (2) years from the date of the employee's death, provide the same contribution for medical insurance coverage for the eligible members of the deceased employee's family as is provided for eligible members of the families of current employees. If the District's insurance carrier excludes any member or members of the family from coverage, the District shall not be obligated to provide the benefit for the excluded member or members.

20.2.2 The estate of a deceased person who had been an eligible employee for Option Two (Section 20.1.2.2) or Option Three (Section 20.1.2.3) and if the spouse of the employee is not covered by Medicare at the time of the employee's death, the District shall pay monthly premiums incidental to covering such spouse under the District's Retiree Insurance Program until such time as the employee would have exhausted his/her eligibility for the provision, or the employee's spouse reaches age sixty-five (65), or the employee's spouse becomes covered by Medicare, whichever occurs first.

20.3 Reemployment of Retired Employees

20.3.1 The District can reemploy PERS retired District employees (rehired employee) under the following terms and conditions:

20.3.2 Any reemployment following retirement is a hiring decision made at the discretion of the District. The rehired employee's working conditions are subject to the terms of this Agreement except as superseded by the terms and conditions listed below.

~~20.3.3 There must be at least one day of unpaid status between date of retirement and reemployment as a rehired employee; i.e., break in service.~~

~~20.3.420.3.3 The A rehired employee is solely responsible for monitoring their PERS's maximum hours of reemployment and complying with any break in service requirements, are 1039 hours for balance of the calendar year of retirement and 1039 hours in any calendar year following the calendar year of retirement.~~

~~20.3.520.3.4~~ There are two categories of rehired employees:

- ~~20.3.5.1~~20.3.4.1 Reemployment in the same position with continuing rights to the same seniority and pay level (20.3.~~56~~), or
- ~~20.3.5.2~~20.3.4.2 Reemployment as a new District employee in a vacant classification position with employment rights as a newly hired member of the bargaining unit (20.3.~~67~~).
- ~~20.3.6.1~~20.3.5 The terms and conditions for a rehired employee who is reemployed in the same position with continuing rights to the same seniority and pay level are:
- ~~20.3.6.1~~20.3.5.1 The rehired employee retains ~~her/his~~their seniority at time of retirement for the balance of the District fiscal year in which the employee retired. After the end of the fiscal year, the rehired employee has no seniority nor any other rights under the terms of Article 24 - Reduction in Force and Recall. Exception: A transportation employee in a position which uses department seniority to assign work shall continue in the same position and route during the second fiscal year; provided, however, this exception shall sunset on July 1, 2022.
- ~~20.3.6.2~~20.3.5.2 The rehired employee continues the same right to compensation and District insurance contribution as before retirement.
- ~~20.3.6.3~~20.3.5.3 The rehired employee's sick leave balance is deleted as of the retirement date. Up to 80 hours of previously accrued but unused sick time shall be restored if an employee is reemployed within 180 days of retirement. and d During the reemployment term the employee earns sick leave ~~at the rate of one day per month as provided in Article 13.1.2. which can be saved if not used, but o~~On termination of employment unused sick leave has no value.
- ~~20.3.6.4~~20.3.5.4 The rehired employee must work all the hours of the position, and the District cannot create a part-time position specifically for a rehired employee unless the Association and the District agree on creating a special position.
- ~~20.3.7.1~~20.3.6 The terms and conditions for a rehired employee who is reemployed in a vacant position in any classification with the rights of a new employee are:
- ~~20.3.7.1~~20.3.6.1 The rehired employee must be employed as an external applicant for a posted position.
- ~~20.3.7.2~~20.3.6.2 The employment of the rehired employee is at the District's discretion.
- ~~20.3.7.3~~20.3.6.3 The rehired employee has all the rights and responsibilities as any new employee under the terms of this Agreement. For example, the employee's seniority rights under the terms of Article ~~24~~3 begin with the date of rehire after retirement and no previous seniority is credited; the rehired employee has a seven month probationary period.
- ~~20.3.7.4~~20.3.6.4 The rehired employee's leave account balances prior to retirement are deleted. Up to 80 hours of previously accrued but unused sick time shall be restored if a retired employee is reemployed within 180 days of retirement. -and start again at the same amount as a new employee.- During the reemployment term the employee earns sick leave as provided in Article 13.1.2. Any sick leave accumulated during the term of the employee's employment has no value upon termination of employment.
- ~~20.3.7.5~~20.3.6.5 A rehired employee is only eligible for supplemental retirement benefits under Article 20 that the employee would have received at the date of ~~his/her~~their first retirement.
- ~~20.3.7.6~~20.3.6.6 A rehired employee considering retirement may apply as an external applicant for a position which would begin after the employee's retirement.

APPENDIX A COMPENSATION SCHEDULES AND REOPENER

Pay Schedules and Cost of Living Adjustments:

The pay schedules in Appendix A describe the pay rates for all bargaining unit members. ~~beginning July 1, 2018. The 2018-19 salary schedules shall be increased by two and two tenths percent (2.2%). The 2019-20 salary schedules shall be increased by two percent (2%) effective July 1, 2019. Effective July 1, 2019, the Food Services salary schedule will be eliminated, and the positions on grades A, B, D and E will be placed on grades 2, 3, 7 and 8 of the general classified salary schedule. The 2020-21 salary schedule shall be increased by two percent (2%) effective July 1, 2020. Effective July 1, 2021, a cost of living increase of two percent (2.0%) shall be applied to the classified salary schedule; provided, however, said increase shall not apply to summer seasonal positions during the summer 2021.~~

~~On a one-time, non-precedent setting basis, all classified employees employed by the district on the date this Agreement is ratified by members will earn one-thousand dollars for that week. Payment will be made in the September 2021 payroll.~~

~~Grades 1 – 3 will be deleted from salary schedule. The FSA 1 classification will be placed on grade 4. During 2021-22, either party may demand to bargain the pay grades for the following classifications: custodians, custodial maintenance coordinator I, and lead custodians; bargaining shall be on an expedited basis.~~

~~Grandfathered clause from 1997-98: Each bargaining unit member who received a three percent (3%) increase in their hourly rate of pay under the terms of the 1997-98 agreement shall continue to receive the value of the three percent (3%) increase under the terms of this Agreement. For example, an employee on step 9 who received the three percent (3%) during 1997-98 will have their 2014-15 hourly rate plus three percent (3%). If an employee receiving the additional three percent (3%) successfully promotes to a different position on the employee's hourly rate before promotion including the three percent (3%) will be the hourly rate used to place the employee in the new position pay grade step and eligibility for the additional three percent (3%) ends.~~

~~Reopener: The parties have agreed to reopen the contract for year four as described in section 1.1.~~

APPENDIX B JBC INSURANCE RESERVE FUND TRANSFERS

~~In September 2021, the district will make a one-time The following transfers of funds in the amount of two-hundred and fifty thousand (\$250,000.00) from the district general fund to the classified JBC insurance reserve fund, created by section 17.5 of the contract have been authorized by the Association and the District. These transfers to District accounts will continue as described below:~~

~~One hundred forty thousand dollars (\$140,000) was agreed to be transferred from the JBC reserve fund to the District accounts, as part of the contract compensation settlement for the 1995-97 contract. The \$140,000 originally covered food service employees' compensation. Subsequently, the parties agreed that ten thousand (\$10,000) of the \$140,000 was the amount which covered food service employee compensation, leaving a balance of one hundred thirty thousand (\$130,000). In subsequent contract negotiations the \$130,000 was reduced to one hundred eighteen (\$118,000). As part of the 2011-14 contract settlement, the \$118,000 was reduced by eighty thousand dollars (\$80,000) (to offset transfer of costs for insurance during unpaid leave reserves) and increased by twenty-five thousand dollars (\$25,000) (reserves to cover one [1] non-contract day for 185-day employees), for a net reduction to sixty-three thousand dollars (\$63,000). The remaining combined transfer of seventy-three thousand dollars (\$73,000) will continue annually until July 1, 2020. The transfer obligation described in this paragraph shall cease on July 1, 2020.~~

As part of the 1997-98 contract settlement, the Association representatives agreed to contribute twenty-five dollars (\$25) per month towards the amount of the District insurance benefit contribution for eligible food service employees. This enabled food service employees to receive the same District contribution for insurance as all other OSEA represented employees. This monthly contribution of twenty-five dollars (\$25) per eligible food service employee will be transferred to the District account annually in a lump sum until July 1, 2020. The transfer obligation described in this paragraph shall cease on July 1, 2020.

As part of the 2011-2014 contact settlement, the parties agreed that the cost of step increases in 2011-12 and the related ongoing costs would be paid for by transfers from the insurance reserve fund to the District general fund over a ten (10) year period as follows:

2011-12 cost of step	\$300,000
2012-13 cost of step	\$218,000
2013-14 cost of step	\$195,000
2014-15 cost of step	\$168,000
2015-16 cost of step	\$135,000
2016-17 cost of step	\$106,000
2017-18 cost of step	\$73,000
2018-19 cost of step	\$38,000
2019-20 cost of step	\$27,000
2020-21 cost of step	\$17,000
Total	\$1,277,000

APPENDIX E CLASSIFIED BENEFITS COORDINATOR

Position Summary

The classified benefit coordinator position is a bargaining unit position represented by OSEA which will have responsibilities and qualifications as assigned by the Classified Joint Benefits Committee (JBC) in section 17.6. of the District 4J/OSEA Collective Bargaining Agreement. These responsibilities and qualifications will include the following which can be changed by consensus agreement of the JBC:

Distinguishing Characteristics

This position is a result of the collective bargaining process, with duties assigned by the Classified JBC as outlined in the District 4J/OSEA Collective Bargaining Agreement. The annual salary for this position is set within the collective bargaining agreement, and is not subject to reclassification. The pay schedule for this position is in Appendix B. Step placement and advancement are subject to the terms of the collective bargaining agreement.

The position has a 12-month work year and will have the same benefits and working conditions as other classified bargaining unit members in 12-month work year positions. The position is a minimum half-time within the collective bargaining agreement, and is assigned to full-time status for a minimum period of July 1, 2018 through June 30, 2022 based on available funds in the Classified Insurance Reserve Fund. This job description is based on a full-time (1.0 FTE) status assignment.

Supervisory Relationships

Technical supervision by the 4J Risk Manager or designee, and general supervision by the Classified JBC.

Essential Functions

- 1.—Communicate with employees regarding benefits and changes in benefit plans. Draft, compose and otherwise develop communication to promote understanding of benefit plan options and wellness programs.
- 2.—Develop, recommend, and implement JBC-approved wellness programs and plans to positively impact future insurance costs as appropriate.
- 3.—Address employee insurance questions and concerns.
- 4.—Serve as a resource to the Classified JBC.—Create, analyze and present detailed reports and financial forecasts for the benefits committee, OSEA Executive Board, District 4J/OSEA bargaining teams, and contract management teams.
- 5.—Participate in open enrollment activities. Collaborate with 4J Benefits Manager to create open enrollment documents specific to Classified employees.
- 6.—Collaborate with 4J Risk Manager or designee and staff on problem resolution and project development and implementation with District carriers.
- 7.—Ensure that employee question/concerns are promptly answered. Where appropriate, function as liaison between employee and employer; e.g., HR or Financial Services.
- 8.—Assist Risk Manager or designee and insurance consultant with negotiation of provider contracts.
- 9.—Serve as the Classified Employee Representative on the District Safety Committee, Wellness Committee, and other committees as directed by the Classified JBC.
- 10.—Assist employees with retirement planning. Direct employees to appropriate planning resources, educate them regarding retiree insurance options, and assist with completion of district retirement documents.
- 11.—Educate and inform employees about the 403(b) retirement savings incentive program; establish education/enrollment opportunities with the three authorized program vendors.
- 12.—Educate and inform employees about Staff Development and Classified Professional Education Program (PEP) Fund; ensure that guidelines are followed and proper reimbursements occur. Maintain accurate records and report any ending fund balance as required by the Collective Bargaining Agreement.
- 13.—Coordinate operation of the Classified Sick Leave Bank. Conduct annual enrollment, track donations and utilization, process applications with Sick Leave Bank Committee. Coordinate medical leave application process with Human Resources and, where appropriate, educate employees on Long-Term Disability options.

Required Knowledge, Skills and Abilities

- 1.—Detailed knowledge of all District benefit plans, including Active and Retiree Medical, Dental, Long-Term Disability, Life Insurance, Flexible Spending, Wellness, and Employee Assistance Programs.
- 2.—General knowledge of medical insurance, contemporary health care practices, wellness education programs, and strategies for coping with change.
- 3.—High degree of personal interest in dealing effectively with benefits issues.
- 4.—Excellent written and oral communication skills. Knowledge of English grammar, spelling, and composition.
- 5.—Solid research and data analysis skills. Ability to analyze and synthesize complex information and develop clear and concise reports. Good presentation skills.
- 6.—Ability to work effectively with diverse groups; e.g., employees, District administration, providers, and

carriers.

Minimum Qualifications Summary

- 1.—Current classified employee of District with minimum of five (5) years employment with the District.
- 2.—Competency with productivity software (Microsoft Office Suite) and district business systems, or ability to gain competence in a timely manner.
- 3.—Graduation from senior high school or equivalent; post secondary training in financial/clerical field or equivalent work experience preferred.



ITEM FOR INFORMATION

Date of Meeting

August 18, 2021

Title

Receive an Update on the Educational Equity Advisory Committee and Senate Bill 732

Presenter

Misael Flores Gutierrez and Larry Williams, Directors of Equity, Inclusion and Instruction

Background

In response to Senate Bill 732, the recent SeeChange LLC report, and feedback from staff and the community, we propose restructuring the Eugene School District 4J Equity Committee to better serve our students and address equity issues in our schools.

The restructure, which will adhere to the Senate Bill 732 guidelines, will create a committee that includes historically underserved and excluded members, regardless of immigrant status. Currently, the district equity committee does not include a variety of staff (i.e., licensed, classified, professional), or parents and students.

While the district is not required to adhere to Senate Bill 732 until September 15, 2022, we believe it is necessary to take steps towards creating a more inclusive committee that better represents our community, which includes historically underserved and excluded parents and students whose voices are generally not heard. Furthermore, in response to feedback, we propose that a group of committee members will help create agenda items and lead the meetings. The goal is to hold the first Equity Committee meeting in November 2021.

In addition to discussing the restructuring of the district equity committee meetings, staff will discuss community equity meetings, an initiative led by Larry Williams.

2021/22 District Equity Committee - Senate Bill 732

Misael Flores Gutierrez and Larry Williams, Directors of Equity, Inclusion, and Instruction, will review this document with the school board on August 18, 2021.

Details

- Second Thursday of every month
- 4:30 – 6:30 pm
- Public comment available

Configuration of committee members

- 6 high school students (regions + EOA + ECCO) – transportation will be provided if needed
 - Opportunity to earn credit - TBD
- 4 community members
- 5 parents (regions – BIPOC + LGBTQIA) – transportation will be provided, if needed, in addition to translation and interpretation. We will also provide childcare if needed.
- 5 staff (regions – a mix of classified, certified, and professional)
 - We can pay employees for their time and or provide PDUs, or combo. More discussion is needed.

Selection of committee members

- Misael Flores Gutierrez and Larry Williams, in collaboration with **one** school board member, will provide the superintendent and the school board with a list of names of possible members for each category. The superintendent and the school board will select the final names.

Structure of meeting

Co-chairs:

2 students
1 community member
1 parent

The co-chairs will send agenda items to Misael Flores Gutierrez and Larry Williams, who will then finalize the agenda with the superintendent and the school board member.

First meeting

We propose to hold our first meeting in November. This will provide us time to select committee members, identify co-chairs, and meet to formalize the meeting structure.

Enrolled Senate Bill 732

Sponsored by COMMITTEE ON EDUCATION

CHAPTER

AN ACT

Relating to educational equity advisory committees; creating new provisions; amending ORS 328.542 and 329.095; and prescribing an effective date.

Be It Enacted by the People of the State of Oregon:

SECTION 1. Section 2 of this 2021 Act is added to and made a part of ORS chapter 329.

SECTION 2. (1) Nothing in this section shall interfere with the duties, responsibilities and rights of duly elected school district boards. There shall be established at each school district an educational equity advisory committee.

(2) The duties of an educational equity advisory committee shall include:

(a) Advising the school district board about the educational equity impacts of policy decisions;

(b) Advising the school district superintendent about the educational equity impacts of policy decisions; and

(c) Informing the school district board and school district superintendent when a situation arises in a school of the school district that negatively impacts underrepresented students and advising the board and superintendent on how best to handle that situation.

(3) The educational equity advisory committee may prepare an annual report that:

(a) Contains the following information:

(A) The successes and challenges the school district has experienced in meeting the educational equity needs of students in the school district;

(B) Recommendations the committee made to the school district board and school district superintendent, and the actions that were taken in response to those recommendations; and

(C) Any other information required by the State Board of Education by rule.

(b) Is made available by being:

(A) Distributed to the parents of the students of the school district;

(B) Posted on the school district’s website;

(C) Presented to the school district board in an open meeting with adequate opportunity for public comment; and

(D) Sent to the State Board of Education.

(4)(a) An educational equity advisory committee shall be selected by the school district board and school district superintendent and must be composed of parents, employees, students and community members from the school district.

(b) For the purpose of selecting members, the school district board and school district superintendent:

- (A) Shall solicit names of possible members from the community;
- (B) Must ensure that membership is primarily representative of underserved student groups;
- (C) May not exclude members based on immigration status; and
- (D) Must comply with any other requirements established by the State Board of Education by rule.

(5) The State Board of Education shall adopt any rules necessary for the administration of this section.

SECTION 3. (1) A school district must first convene an educational equity advisory committee no later than September 15, 2022.

(2) Notwithstanding subsection (1) of this section, if a school district has an average daily membership of 10,000 or less, the school district is not required to first convene an educational equity advisory committee until September 15, 2025.

SECTION 4. ORS 329.095 is amended to read:

329.095. (1)(a) The Department of Education shall require school districts and schools to conduct self-evaluations and to periodically update their local district continuous improvement plans. Except as provided by paragraph (b)(C) of this subsection, the department may not require school districts or schools to conduct self-evaluations or to update their local district continuous improvement plans more frequently than biennially.

(b) The department may require a school district to:

- (A) File, periodically, or at the department's request, its local district continuous improvement plan with the department;
- (B) Notify the department of any substantial changes, as defined by rule of the State Board of Education, to the school district; or
- (C) Update its local district continuous improvement plan when there has been a substantial change, as defined by rule of the board, to the school district.

(c) The self-evaluation process conducted as provided by this subsection shall involve the public in the setting of local goals. The school districts shall ensure that representatives from the demographic groups of their school population are invited to participate in the development of local district continuous improvement plans to achieve the goals.

(2) As part of setting local goals, school districts shall undertake a communications process that involves parents, students, teachers, school employees, **the educational equity advisory committee** and community representatives to explain and discuss the local goals and their relationship to programs under this chapter.

(3) At the request of the school district, department staff shall provide ongoing technical assistance in the development and implementation of the local district continuous improvement plan.

(4) The local district continuous improvement plan shall include:

- (a) Goals to implement the following:
 - (A) A rigorous curriculum aligned with state standards;
 - (B) High-quality instructional programs;
 - (C) Short-term and long-term professional development plans;
 - (D) Programs and policies that achieve a safe educational environment;
 - (E) A plan for family and community engagement;
 - (F) Staff leadership development;
 - (G) High-quality data systems;
 - (H) Improvement planning that is data-driven;
 - (I) Education service plans for students who have or have not exceeded all of the academic content standards; and
 - (J) A strong school library program;
- (b) A review of demographics, student performance, staff characteristics and student access to, and use of, educational opportunities;

(c) A description of district efforts to achieve local efficiencies and efforts to make better use of resources; and

(d) A needs assessment, which shall:

(A) Be conducted in a manner that is inclusive of school employees, students from student groups identified in ORS 327.180 (2)(b) and parents of those students.

(B) Address the following priorities:

(i) Reducing academic disparities for students from student groups identified in ORS 327.180 (2)(b);

(ii) Meeting students' mental or behavioral health needs;

(iii) Providing equitable access to academic courses across the school district or public charter school, with specific emphasis on access by students from student groups identified in ORS 327.180 (2)(b);

(iv) Allowing teachers and staff to have sufficient time to:

(I) Collaborate with other teachers and staff;

(II) Review data on students' grades, absences and discipline, based on school and on grade level or course; and

(III) Develop strategies to ensure that at-risk students stay on track to graduate; and

(v) Possible partnerships with other organizations, federally recognized Indian tribes, school districts, education service districts, regional achievement collaboratives, post-secondary institutions of education, education partners or nonprofit programs and community-based programs that have demonstrated achievement of positive outcomes in work with students from student groups identified in ORS 327.180 (2)(b).

SECTION 5. ORS 328.542 is amended to read:

328.542. (1) Subject to the Local Budget Law (ORS 294.305 to 294.565) and to sections 11 and 11b, Article XI, Oregon Constitution, each school district board shall prepare annually or biennially the budget of the school district and shall certify ad valorem property taxes to the assessor as provided by law.

(2) In addition to the requirements prescribed by ORS 294.305 to 294.565, a school district must include at least one member of the educational equity advisory committee of the school district on the budget committee.

SECTION 6. Notwithstanding ORS 328.542, as amended by section 5 of this 2021 Act, a budget committee is not required to include a member of the educational equity advisory committee of the school district until a vacancy on the budget committee occurs by a member who is not also a member of the school district board.

SECTION 7. This 2021 Act takes effect on July 1, 2022.

Passed by Senate May 5, 2021

Repassed by Senate June 16, 2021

.....
Lori L. Brocker, Secretary of Senate

.....
Peter Courtney, President of Senate

Passed by House June 14, 2021

.....
Tina Kotek, Speaker of House

Received by Governor:

.....M.,....., 2021

Approved:

.....M.,....., 2021

.....
Kate Brown, Governor

Filed in Office of Secretary of State:

.....M.,....., 2021

.....
Shemia Fagan, Secretary of State



ITEM FOR INFORMATION

Date of Meeting

August 18, 2021

Title

Receive Update on District Plans for Return to School in Fall 2021

Presenter

Cydney Vandercar, Superintendent

Background

School districts across Oregon are preparing for the new school year to begin in September. Eugene School District 4J's aim is to return to classrooms full-time and sustain students attending school on-site to the greatest extent safely possible, support students' well-being and academic progress, while protecting students and staff from the spread of COVID-19.

The district is planning to welcome students back to school on-site full-time this fall, resuming regular school schedules five days a week, after more than a year of distance learning and hybrid on-site/online learning.

Health and safety measures in schools are in alignment with state recommendations and requirements established by Gov. Kate Brown, Oregon Department of Education and Oregon Health Authority, including ODE guidance *Ready Schools, Safe Learners Resiliency Framework for the 2021–22 School Year*.

Multilayered prevention strategies are applied to reduce the spread of COVID-19 including the highly transmissible delta variant, and to help keep students in school rather than out of classrooms due to quarantine. A statewide rule requires that face masks will be worn indoors by all students, staff and visitors to schools. Other important health and safety measures will include physical distancing, limiting contact between cohorts, increased ventilation, regular cleaning of high-touch surfaces, and frequent handwashing.

The district also will provide online learning options that families may choose if they prefer. The application period for online learning is open August 13–23.

Middle and high school students may enroll in the Eugene Online Academy, which provides asynchronous, independent learning on a flexible schedule. Elementary students may request to enroll in K–5 Connect—a synchronous, real-time online classroom option that will be offered for elementary school students this year—or may enroll in EOA if the asynchronous model is preferred. Online learning programs will be districtwide. They will not be linked to individual schools or offer special programs such as language immersion.

Staff will provide an update on the district's plans to return to in-person, on-site, full-time learning for the 2021–22 school year.



ITEM FOR ACTION (Second Read)

Date of Meeting

August 4, 2021

Title

Initiate Adoption Process for Elementary Language Arts and Social Studies Curriculum and Secondary Language Arts Curriculum

Presenter

Eric Anderson, Director of Curriculum; Sarah Knudsen, Teacher On Special Assignment; Katie Stiles, Teacher On Special Assignment

Background

In 2020, Oregon Department of Education adopted new English Language Arts standards. While similar in scope to Common Core State Standards (CCSS), there are key areas that have been refined and added after multiple years of CCSS standards implementation in Oregon.

Current curriculum used in elementary classrooms is based off of CCSS standards yet was not formally adopted. While purchased as an upgrade to an existing program used by some of the elementary schools in 2015, a full adoption process, encompassing educator and community voice, has not taken place since 2007. The current curriculum does not align with current research on foundational skills and increased emphasis outlined in the new Oregon standards.

In 2021, Oregon Department of Education adopted new Social Studies standards for all grade levels that encompass the newly created Ethnic Studies Standards. Research has continued to show increased reading comprehension by integrating social studies and language arts instruction, thus leading to the proposal of a joint adoption of content areas.

Dual Language Immersion programs (K-5) have not participated in a Language Arts adoption in tandem with our English language programs. As a result, DLI programs have had to implement two different curricula (one for English Language Arts and one for the target language) that are not aligned and make lesson planning, instruction, and connected learning difficult. Adopting all language arts curriculum K-5 would ensure aligned curricula and allow for coordination of professional learning and cross-language connections.

Outline of Process

Objective: To adopt a complete K-5 literacy suite for implementation during the 2022-2023 school year. This suite of tools will be aligned to ODE ELA standards, be supportive of instructing the ODE social studies standards, as well as be aligned to research.

A suite approach will be taken, as the likelihood of finding a single curriculum that effectively teaches foundational skills, prompts content learning and comprehension, supports writing development, and is aligned to our social studies standards is highly unlikely. Many other districts nationally have looked at pairing tools or curriculum to meet the demands of ELA standards.

Team:

Leads (English): Elementary Humanities TOSA & PreK-3 Literacy TOSA

Lead (DLI): DLI TOSA

Lead Administrator: Eric Anderson

Adoption & Pilot Team: The team will be composed of two teachers per building (1 primary focused; 1 intermediate focused). In addition to classroom teachers, SPED, Title, ELD, Equity Director, TOSAs (SDS, Instructional Technology, District Librarian) and building principal representatives will also be asked to participate. The anticipated team size is 55 elementary teachers in addition to district staff.

Buildings will be encouraged to work as a staff to select the members for the adoption team, focused on having primary and intermediate grade representation for the Adoption Committee. Ideally, staff committing to the adoption process will have a strong knowledge base of language arts instruction and standards. Staff members interested will need to agree to being a part of the adoption committee as well as piloting curriculum. Additional staffing for piloting, especially for immersion, will most likely be necessary.

Timeline:

Phase	Month	Description or Task
Launch <i>School board launches the adoption process. A team is formed that receives training, elicits input</i>	<i>August 2021</i> <i>August 4</i> <i>August 18</i>	<p><i>(a) The board will approve the initiation of the process and articulate the desired outcome. The superintendent will name a process facilitator.</i></p> <ul style="list-style-type: none"> Proposed adoption process for Elementary Language Arts and Social Studies will be presented to ILT Assistant Superintendent and/or Curriculum director will formally requisition adoption process to begin, with the desired outcome of an elementary literacy suite that can address ODE social studies standards (Board Meeting: 8/4; 8/18) <p>The Instructional TOSA team will begin to pull a collection of resources for consideration for rubrics, professional learning resources, 4J and ODE criterias and guidance.</p>
	<i>August 2021</i>	<p><i>(b) The process facilitator will direct the adoption process and will form an adoption team. Professional development will be provided</i></p>

<p>and establishes a vision with aligned criteria.</p>		<p>for the adoption team in standards, best practices based on current research and the equity decision tool.</p> <ul style="list-style-type: none"> • Curriculum director and lead TOSAs will communicate with building principals and all certified staff (email) about the upcoming adoption team and call for participation. Buildings will be encouraged to select two members from their staff to participate, ideally one primary and one intermediate representative. • In addition to building representation, stakeholders from SSD, Title, ELD, District Librarian, Equity Director, technology, and elementary building administration.
	August 2021	<p><u>(b) The process facilitator will direct the adoption process and will form an adoption team. Professional development will be provided for the adoption team in standards, best practices based on current research and the equity decision tool.</u></p> <ul style="list-style-type: none"> • Solidify adoption team and commitment for piloting in Winter 2022. Communication with dates and time requirements will be shared with participants.
	August 2021	<p><u>(b) The process facilitator will direct the adoption process and will form an adoption team. Professional development will be provided for the adoption team in standards, best practices based on current research and the equity decision tool.</u></p> <ul style="list-style-type: none"> • Build background learning for adoption team members via e-modules, common read, and facilitated meetings. A flipped classroom module may be utilized, to build common knowledge and background for examining curricula. Members will participate in professional learning in August 2021. <ul style="list-style-type: none"> ○ Potential Professional Learning Resources: <ul style="list-style-type: none"> ■ Student Achievement Partners Foundational Skills Mini-Course ■ The Knowledge Gap by Natalie Wexler ■ Social Studies and Reading Comprehension (Fordham Institute) ■ The Opportunity Myth (TNTP) ■ Teaching for Tolerance Social Justice Standards ■ Ending Curriculum Violence (Teaching for Tolerance) ■ Updated ODE ELA Standards ■ Updated ODE Social Science Standards
	August 2021	<p><u>(c) The adoption team will solicit input from applicable staff and then produce a common vision with aligned criteria, evaluation rubric and</u></p>

	Tentative: 8/23 & 8/24	<p><u>a timeline for curriculum adoption.</u> All products will be made available for public comment.</p> <ul style="list-style-type: none"> The adoption team has been designed to include a wide range of voice, opinions, and backgrounds. Team members can also support as conduits from building or department desires or needs for curriculum. <p>In developing or selecting a high quality rubric, the team will reference the following:</p> <ul style="list-style-type: none"> IMET Rubrics (Student Achievement Partners) EdReports NYU Culturally Responsive Curriculum Scorecard ODE ELA Rubric for Elementary ELA Materials ODE Social Sciences Standards 4J Equity Decision Tool 4J Technology Compatibility
	September or October 2021	<p>(c) <u>The adoption team will solicit input from applicable staff and then produce a common vision with aligned criteria, evaluation rubric and a timeline for curriculum adoption. Outline of process will be made available for public comment.</u></p> <ul style="list-style-type: none"> The public comment prior to piloting will be planned, especially in light of COVID 19 safety precautions.
	Monthly	<p>(d) <u>The adoption team will report progress to the instructional leadership team (ILT) and receive feedback.</u></p> <ul style="list-style-type: none"> Curriculum Director and TOSA(s) will provide frequent updates on progress to ILT, at least 1-time per month. <ul style="list-style-type: none"> Updates will be provided either in-person or via written report
Pilot Materials are piloted and examined using established criteria and data collected.	September - October 2021	<p>(a) <u>The adoption team will review available curricula and develop a list of materials to consider. Selected materials will be evaluated using the evaluation rubric including the district's equity tool.</u></p> <ul style="list-style-type: none"> Curriculum Publisher presentations will take place either prior to or in conjunction with the Summer Intensive. 2-3 Days worth of time <ul style="list-style-type: none"> Review Materials & Score using agreed upon rubric Come to consensus on which programs to pilot. <ul style="list-style-type: none"> Estimated: 2-days in-person, 1-day for individual work (potential to add another day for publisher presentations)
	December 2021	<p>(b) <u>Pilot teachers will receive professional development prior to piloting.</u> The pilot team will evaluate units from the recommended curricula. All members of the pilot team will pilot more than one curriculum. The adoption team may observe pilot classrooms.</p> <ul style="list-style-type: none"> Adoption team members and pilot teachers will be trained in curriculum, and team will determine units to teach (using

		guidance from TOSA team).
	January-March 2022	<p><i>(b) Pilot teachers will receive professional development prior to piloting. <u>The pilot team will evaluate units from the recommended curricula. All members of the pilot team will pilot more than one curriculum. The adoption team may observe pilot classrooms.</u></i></p> <ul style="list-style-type: none"> ● Pilot teacher will evaluate curricula, using standardized rubric. Teachers will each teach at least two curricula and be provided at least 12-hours of extended contract for the additional time accrued by piloting (additional time to plan and evaluate).
	January-March 2022	<p><i>(b) Pilot teachers will receive professional development prior to piloting. The pilot team will evaluate units from the recommended curricula. All members of the pilot team will pilot more than one curriculum. <u>The adoption team may observe pilot classrooms.</u></i></p> <ul style="list-style-type: none"> ● Curriculum Director, TOSA team, and adoption team members will be provided time to observe pilot material in action. <ul style="list-style-type: none"> ○ The Curriculum Director and TOSA team will see all piloted curriculum taught at every grade level. ○ Adoption Team Members will have the option to observe, but will not be required.
	March 2022	<p><i>(c) The adoption team will collect data from the pilot team and will inform and receive input from parents, teachers and administrators.</i></p> <ul style="list-style-type: none"> ● Pilot team teachers will gather data throughout the course of the pilot. This data will be analyzed by the adoption team. ● Curriculum <u>Open House will be scheduled for parents and community stakeholders to provide feedback as well as learn about the pilot process.</u> <ul style="list-style-type: none"> ○ Open House: End of March 2022
<p>Evaluate & Report</p> <p><i>Data are evaluated, materials are ranked and a report is submitted.</i></p>	April 2022	<p><i>(a) Using all data gathered, the adoption team ranks curricula, applying the equity decision tool and will report its findings to the instructional advisory council.</i></p> <ul style="list-style-type: none"> ● Adoption team will compile data from all sources and rank curricula ● A consensus protocol will be utilized to determine the team's final recommendations for adoption ● The Curriculum Director and TOSA team will develop a presentation and accompanying documentation to present to IC.
	April 2022	<p><i>(b) The instructional advisory council will review the findings and ensure the adoption process has been followed. The instructional advisory council will provide feedback to the instructional leadership team.</i></p> <ul style="list-style-type: none"> ● Materials and all findings will be prepared for the IAC and IC to review.

	April 2022	<p>(c) The instructional leadership team will review the rankings and instructional advisory council feedback and make a recommendation to the superintendent.</p> <ul style="list-style-type: none"> • Ideally, this meeting would take place by early April 2022.
Adopt Superintendent makes an adoption recommendation to the school board.	May 2022	<p>(a) The superintendent will make a formal recommendation to the school board to adopt a Curriculum.</p> <p>(b) The decision of the school board is final.</p> <ul style="list-style-type: none"> • If possible, the hope is to have the decision made in late April or early May, in the hopes of using the May 2022 PD for at least a kick-off to the shifts in literacy instruction.
Implement Schools implement with professional development and evaluation opportunities.	May 2022	<p>(a) Once the school board makes a decision, the adoption team will develop an implementation plan including professional development for affected teachers and evaluation of materials.</p> <ul style="list-style-type: none"> • Implementation plan will be drafted early, as a tentative scope regardless of curriculum decided upon. This plan will be finalized once the board makes a final decision. <ul style="list-style-type: none"> ○ The goal will be to start professional learning and implementation in Spring 2022, utilizing the May professional learning day as a kick-off (if possible)
	September 2022	(b) Schools will begin using the new curriculum according to the implementation plan.
		<p>(b) After a designated implementation period, the instructional leadership team will assess strengths and areas for improvement, including equity impacts, to inform any needed supplementation to the current adoption as well as future adoption cycles. This process will include input from affected teachers, parents and administrators.</p> <ul style="list-style-type: none"> •
		(c) The instructional leadership team will report findings to the superintendent to share with the board.

Options and Alternatives

Major gaps between research based best practices and our current curriculum, *Journeys 2014*, continue to be present and are difficult to account for. While we have supplemented some essential components, such as phonological awareness with Heggerty, a more systematic approach to foundational skills and building background knowledge is needed to strengthen language arts instructions in K-5. As presented during the SIA process, third grade reading has been on a downward trend since implementation of *Journeys 2014*. While this correlation must not be taken for causation, it is worth noting.

Budget/Resource Implications

Instruction Department resources have been allocated to fund the time needed for an adoption and pilot team to follow the curriculum adoption policy. Bond funds have been earmarked for the purchase of a new language arts curriculum.

Board and Superintendent Goals

Goal 1: Educational Excellence with Equitable Access and Outcomes for Every Student
Provide all students with a high-quality, well-rounded educational experience that is rigorous, culturally responsive, healthful and engaging.

Objective 1:

Support student learning with rigorous, relevant, consistent curriculum and clear expectations for teaching and learning

Adopting stronger curricular tools is an essential component to improving literacy instruction and outcomes for the district.

Recommendation

The Superintendent recommends the school board initiate the process for an Elementary Language Arts and Social Studies adoption.



ITEM FOR ACTION (Second Read)

Date of Meeting

August 4, 2021

Title

Initiate Process for a Secondary Language Arts Curriculum Adoption

Presenter

Eric Anderson, Director of Curriculum; Tammy Steeves, Teacher on Special Assignment

Background

In 2020, Oregon Department of Education adopted new English Language Arts standards. While similar in scope to Common Core State Standards (CCSS), there are key areas that have been refined and added after multiple years of CCSS standards implementation in Oregon.

Current curriculum used in the secondary level classrooms (grades 6-12) is based off of CCSS standards. While some materials have been purchased as a supplement to existing curriculum used by some of the secondary schools, a full adoption process, encompassing educator and community voice, has not taken place since 2007. The current curriculum does not align with current research on emphasis outlined in the new Oregon standards.

Dual Language Immersion programs (secondary) have not participated in a Language Arts adoption in tandem with our English language programs. As a result, DLI programs have had to implement curricula that are not aligned and make lesson planning, instruction, and connected learning difficult. Adopting an aligned language arts curriculum 6-12 would allow for coordination of professional learning and cross-language connections.

Outline of Process

Objective: To adopt complete 6-12 core and supplement materials by 2023-2024 school year. This suite of tools will be aligned to ODE ELA standards, as well as be aligned to research.

We will take a suite approach, as the likelihood of finding a single curriculum that effectively teaches content learning and comprehension, supports writing development, and is aligned to language arts standards is highly unlikely across all six grade levels. Many districts nationally have looked at pairing tools or curricula to meet the demands of language arts standards.

Team:

Leads (English): Secondary LA TOSA

Lead (DLI): DLI TOSA

Lead Administrator: Eric Anderson

Adoption & Pilot Team: The team will be composed of two teachers per building (representing different grade levels). In addition to classroom teachers, SPED, Title, ELD, Equity Director, TOSAs

(SDS, Instructional Technology, District Librarian) and building principal representatives will also be asked to participate. The anticipated team size is 28 secondary teachers in addition to district staff.

Buildings will be encouraged to work as a staff to select the members for the adoption team, focused on having multi grade-level representation for the Adoption Committee. Ideally, staff committing to the adoption process will have a strong knowledge base of language arts instruction and standards. Staff members interested will need to agree to being a part of the adoption committee as well as piloting curriculum. Additional staffing for piloting, especially for immersion, will be necessary.

Phase	Month	Description or Task
<p style="text-align: center;">Launch</p> <p><i>School board launches the adoption process. A team is formed that receives training, elicits input and establishes a vision with aligned criteria.</i></p>	<p>August 2021</p> <p style="text-align: center;">August 4</p> <p style="text-align: center;">August 18</p>	<p><i>(a) The board will approve the initiation of the process and articulate the desired outcome. The superintendent will name a process facilitator.</i></p> <ul style="list-style-type: none"> • Proposed adoption process for Elementary Language Arts and Social Studies will be presented to ILT • Assistant Superintendent and/or Curriculum director will formally requisition adoption process to begin, with the desired outcome of an elementary literacy suite that can address ODE social studies standards (Board Meeting: 8/4; 8/18) <p>The Instructional TOSA team will begin to pull a collection of resources for consideration for rubrics, professional learning resources, 4J and ODE criterias and guidance.</p>
	<p>August 2021</p>	<p><i>(b) The process facilitator will direct the adoption process and will form an adoption team. Professional development will be provided for the adoption team in standards, best practices based on current research and the equity decision tool.</i></p> <ul style="list-style-type: none"> • Curriculum director and lead TOSAs will communicate with building principals and all certified staff (email) about the upcoming adoption team and call for participation. Buildings will be encouraged to select two members from their staff to participate, ideally one lower level and one upper level representative. • In addition to building representation, stakeholders from SSD, Title, ELD, District Librarian, Equity Director, technology, and elementary building administration.

	August 2021	<p><i>(b) <u>The process facilitator will direct the adoption process and will form an adoption team. Professional development will be provided for the adoption team in standards, best practices based on current research and the equity decision tool.</u></i></p> <ul style="list-style-type: none"> ● Solidify adoption team and commitment for piloting in Fall 2023. Communication with dates and time requirements will be shared with participants.
	August 2021	<p><i>(b) <u>The process facilitator will direct the adoption process and will form an adoption team. Professional development will be provided for the adoption team in standards, best practices based on current research and the equity decision tool.</u></i></p> <ul style="list-style-type: none"> ● Build background learning for adoption team members via e-modules, common read, and facilitated meetings. A flipped classroom module may be utilized, to build common knowledge and background for examining curricula. Members will participate in professional learning in August 2021. <ul style="list-style-type: none"> ○ Potential Professional Learning Resources: <ul style="list-style-type: none"> ■ <u>The Knowledge Gap</u> by Natalie Wexler ■ <u>Social Studies and Reading Comprehension</u> (Fordham Institute) ■ <u>The Opportunity Myth</u> (TNTP) ■ <u>Teaching for Tolerance Social Justice Standards</u> ■ <u>Ending Curriculum Violence</u> (Teaching for Tolerance) ■ Updated ODE ELA Standards ■ Updated ODE Social Science Standards

	<p>August 2021</p> <p>Tentative: 8/16 & 8/19</p>	<p><i>(c) The adoption team will solicit input from applicable staff and then produce a common vision with aligned criteria, evaluation rubric and a timeline for curriculum adoption. All products will be made available for public comment.</i></p> <ul style="list-style-type: none"> • The adoption team has been designed to include a wide range of voice, opinions, and backgrounds. Team members can also support as conduits from building or department desires or needs for curriculum. <p>In developing or selecting a high quality rubric, the team will reference the following:</p> <ul style="list-style-type: none"> • IMET Rubrics (Student Achievement Partners) • EdReports • NYU Culturally Responsive Curriculum Scorecard • ODE ELA Rubric for Secondary ELA Materials • 4J Equity Decision Tool • 4J Technology Compatibility
	<p>September or October 2021</p>	<p><i>(c) The adoption team will solicit input from applicable staff and then produce a common vision with aligned criteria, evaluation rubric and a timeline for curriculum adoption. Outline of process will be made available for public comment.</i></p> <ul style="list-style-type: none"> • The public comment prior to piloting will be planned, especially in light of COVID 19 safety precautions.
	<p>Monthly</p>	<p><i>(d) The adoption team will report progress to the instructional leadership team and receive feedback.</i></p> <ul style="list-style-type: none"> • Curriculum Director and TOSA(s) will provide frequent updates on progress to ILT, at least 1-time per month. <ul style="list-style-type: none"> ○ Updates will be provided either in-person or via written report
<p>Pilot</p> <p><i>Materials are piloted and examined using established criteria and data collected.</i></p>	<p>November 2021 - March 2022</p>	<p><i>(a) The adoption team will review available curricula and develop a list of materials to consider. Selected materials will be evaluated using the evaluation rubric including the district's equity tool.</i></p> <ul style="list-style-type: none"> • Curriculum Publisher presentations will take place. <ul style="list-style-type: none"> ○ Review Materials & Score using agreed upon rubric ○ Come to consensus on which programs to pilot.

	May 2022	<p><i>(b) Pilot teachers will receive professional development prior to piloting. The pilot team will evaluate units from the recommended curricula. All members of the pilot team will pilot more than one curriculum. The adoption team may observe pilot classrooms.</i></p> <ul style="list-style-type: none"> ● Adoption team members and pilot teachers will be trained in curriculum, and team will determine units to teach (using guidance from (TOSA team).
	September 2022 - January 2023	<p><i>(b) Pilot teachers will receive professional development prior to piloting. The pilot team will evaluate units from the recommended curricula. All members of the pilot team will pilot more than one curriculum. The adoption team may observe pilot classrooms.</i></p> <ul style="list-style-type: none"> ● Pilot teacher will evaluate curricula, using standardized rubric. Teachers will each teach at least two curricula and be provided at least 12-hours of extended contract for the additional time accrued by piloting (additional time to plan and evaluate).
	September 2022 - January 2023	<p><i>(b) Pilot teachers will receive professional development prior to piloting. The pilot team will evaluate units from the recommended curricula. All members of the pilot team will pilot more than one curriculum. The adoption team may observe pilot classrooms.</i></p> <ul style="list-style-type: none"> ● Curriculum Director, TOSA team, and adoption team members will be provided time to observe pilot material in action. <ul style="list-style-type: none"> ○ The Curriculum Director and TOSA team will see all piloted curriculum taught at every grade level. ○ Adoption Team Members will have the option to observe, but will not be required.
	February 2023	<p><i>(c) The adoption team will collect data from the pilot team and will inform and receive input from parents, teachers and administrators.</i></p> <ul style="list-style-type: none"> ● Pilot team teachers will gather data throughout the course of the pilot. This data will be analyzed by the adoption team. ● Curriculum <u>Open House will be scheduled for parents and community stakeholders to provide feedback as well as learn about the pilot process.</u> <ul style="list-style-type: none"> ○ Open House: End of March 2023

Evaluate & Report <i>Data are evaluated, materials are ranked and a report is submitted.</i>	March 2023	(a) Using all data gathered, the adoption team ranks curricula, applying the equity decision tool and will report its findings to the instructional advisory council. <ul style="list-style-type: none"> • Adoption team will compile data from all sources and rank curricula • A consensus protocol will be utilized to determine the team’s final recommendations for adoption • The Curriculum Director and TOSA team will develop a presentation and accompanying documentation to present to IC.
	March 2023	(b) The instructional advisory council will review the findings and ensure the adoption process has been followed. The instructional advisory council will provide feedback to the instructional leadership team. <ul style="list-style-type: none"> • Materials and all findings will be prepared for the IAC and IC to review.
	March 2023	(c) The instructional leadership team will review the rankings and instructional advisory council feedback and make a recommendation to the superintendent. <ul style="list-style-type: none"> • Ideally, this meeting would take place by early April 2023.
Adopt Superintendent <i>makes an adoption recommendation to the school board.</i>	April 2023	(a) The superintendent will make a formal recommendation to the school board to adopt a Curriculum. (b) The decision of the school board is final. <ul style="list-style-type: none"> • If possible, the hope is to have the decision made in late April or early May, in the hopes of using the May 2023 PD for at least a kick-off to the shifts in literacy instruction.
Implement <i>Schools implement with professional development and evaluation opportunities.</i>	May 2023	(a) Once the school board makes a decision, the adoption team will develop an implementation plan including professional development for affected teachers and evaluation of materials. <ul style="list-style-type: none"> • Implementation plan will be drafted early, as a tentative scope regardless of curriculum decided upon. This plan will be finalized once the board makes a final decision. <ul style="list-style-type: none"> ○ The goal will be to start professional learning and implementation in Spring 2023, utilizing the May professional learning day as a kick-off (if possible)
	September 2023	(b) Schools will begin using the new curriculum according to the implementation plan.

		<p><i>(b) After a designated implementation period, the instructional leadership team will assess strengths and areas for improvement, including equity impacts, to inform any needed supplementation to the current adoption as well as future adoption cycles. This process will include input from affected teachers, parents and administrators.</i></p> <ul style="list-style-type: none"> •
		<p><i>(c) The instructional leadership team will report findings to the superintendent to share with the board.</i></p>

Options and Alternatives

Although data and research does not support this, an alternative to curriculum adoption includes continuing to use our current materials in addition to supplementing with new materials.

Budget/Resource Implications

Instruction Department resources have been allocated to fund the time needed for an adoption and pilot team to follow the curriculum adoption policy. Bond funds have been earmarked for the purchase of a new language arts curriculum.

Board and Superintendent Goals

Goal 1: Educational Excellence with Equitable Access and Outcomes for Every Student

Provide all students with a high-quality, well-rounded educational experience that is rigorous, culturally responsive, healthful and engaging.

Objective 1:

Support student learning with rigorous, relevant, consistent curriculum and clear expectations for teaching and learning

Goal 2: Multiple pathways to student success

Provide multiple pathways to student success, including instructional and career pathways to engage all students for post-graduate readiness.

Objective 1:

Provide rigorous academic programs in both neighborhood and alternative (magnet) schools.

Objective 2:

Provide equitable educational opportunities at all comprehensive secondary schools.

Adopting stronger curricular tools is an essential component to improving literacy instruction and outcomes for the district.

Recommendation: The Superintendent recommends the school board initiate the process for a Secondary Language Arts adoption.



ITEM FOR ACTION (Second Read)

Date of Meeting

August 18, 2021

Title

Approve Revisions to Board Policies

IIBGA	Electronic Communication Systems
INDB	Flag Displays and Salutes
JGA	Corporal Punishment

Presenter(s)

Christine Nesbit, General Counsel

Background

The board has committed to adopting new policies in response to identified need and to maintaining updated board policies that comply with law and are consistent with best practices. As explained below, the superintendent is recommending revisions to the above-referenced policies.

1. IIBGA – Electronic Communications System – Revision

Board policy IIBGA addresses the district’s electronic communications system, which includes its network, servers, hardware, software, telephones, webpages, data, and email. Because the district participates in the federal E-Rate program and receives funds to cover certain technology devices and services, it must have a policy that complies with the Children’s Internet Protection Act (CIPA). Board policy IIBGA satisfies that requirement and directs the superintendent to develop related administrative regulations.

Although there have been no changes to CIPA, OSBA recently updated its model policy on electronic communications systems, prompting an internal review of and recommended changes to 4J’s policy.

The proposed revisions are intended to more closely track CIPA, update references to other statutes that bear on the district’s electronic communications system and remove outdated terminology. Newly added language provides that the superintendent or designee manages the system, and that fees, fines and other charges may be imposed when there is system misuse.

2. INDB – Flag Displays and Salutes – Revision

The changes recommended in policy INDB - Flag Displays and Salutes result from the adoption of law to require public buildings to fly a National League of Families' POW/MIA flag in addition to the United States flag and Oregon State flag, if infrastructure is already present, and when the flags can be flown simultaneously. Also, consistent with a change to Oregon law, the proposed new language in policy INDB provides that newly constructed school buildings are required to include sufficient infrastructure to properly display the three flags simultaneously. Finally, to support schools in complying with Oregon law as regards flag displays and consistent with current practice, staff recommend addition of the statement that flagpoles are under the control and management of the district for the uses described in the policy.

3. JGA – Corporal Punishment – Revision

Board policy JGA addresses the prohibition of corporal punishment. The revisions and proposed language recommended result from the changes made to the definitions and practices for the use of restraint and seclusion in schools.

Current policy JGA provides that a staff member is authorized to use physical force when in the exercise of their judgment it is necessary to prevent a student from harming themselves, others or district property. The proposed changes strike this statement, as it is overbroad and potentially a source of confusion, and instead narrow the use of physical force to those circumstances in which physical force is consistent with board policy JGAB and state law concerning restraints of students.

Options and Alternatives

The board may, as to any of the proposed policies: approve the policy revisions as proposed; direct staff to make changes in response to board, staff or public comment; not approve the policy revisions and require additional research or stakeholder engagement; or not approve the policy revisions.

Failing to bring certain policies up to date would mean they no longer reflect current law and could pose risk for the district. Approving policy updates to reflect legal changes or best practices supports the district's mission and reduces risk to the district.

Budget/Resource Implications:

None.

Recommendation

The superintendent recommends that the board approve revisions to board policies:

IIBGA	Electronic Communications System
INDB	Flag Displays and Salutes
JGA	Corporal Punishment

Eugene School District 4J

Code: IIBGA
Adopted: 11/07/18
Revised/Readopted: [XX/XX/21](#)

Electronic Communications System

~~The Board is committed to the development and establishment of a quality, equitable and cost-effective electronic communications system. The system's sole purpose shall be for the advancement and promotion of learning and teaching.~~

The district's electronic communications system will be used for district business including the advancement and promotion of teaching and learning and to provide statewide, national and global communications opportunities for staff and students.

The superintendent or designee will manage the system and will establish administrative regulations for the use of the district's electronic communications system including but not limited to access, security, terms of use and compliance with the following provisions of the Children's Internet Protection Act:

1. Implementing Technology protection measures, installed and in continuous operation, that protect against Internet access by both adults and minors to images visual depictions that are obscene, child pornography or, with respect to the for use of the system computers by minors, harmful to minors;
2. Educating minors about appropriate online behavior, including cyberbullying awareness and response, and how to interact with other individuals on social networking sites and in chat rooms;
3. Monitoring the online activities of minors. ~~All online activities will be monitored;~~
4. Denying access by minors to inappropriate matter on the Internet and World Wide Web;
5. ~~Ensuring~~ Promoting the safety and security of minors when using e-mail, social media, chat rooms and other forms of direct electronic communication;
6. Prohibiting unauthorized access, including so-called "hacking" and other unlawful activities by minors online;
7. Prohibiting unauthorized disclosure, use and dissemination of personal information regarding minors; and;
8. Installing measures designed to restrict minors' access to materials harmful to minors material.

Administrative regulations developed shall ensure ~~The superintendent will establish administrative regulations for use of the district's system by staff using their own personal electronic devices to download and store district proprietary information including personally recognizable information about the district students or staff. Regulations shall insure compliance with privacy rights under applicable federal and state laws and regulations, including, but not limited to, the Age Discrimination in Employment Act of 1967 (ADEA), the Americans with Disabilities Act (ADA), the Genetic Information Nondiscrimination Act of 2008 (GINA), the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).~~

~~Administrative~~The administrative regulations will be consistent with ~~copyright law~~ and ~~sound~~ guidelines as may be provided by ~~the education service district~~, the Oregon Department of Education and/or the Oregon Government Ethics Commission, and will include a complaint procedure for reporting violations.

~~The superintendent will also establish administrative regulations for use of the district's electronic communications system to comply with copyright law.~~

Failure to abide by district policy and administrative regulations governing use of the district's ~~electronic communications system~~ may result in the suspension and/or revocation of system access. ~~Additionally,~~ sStudent violations ~~may~~will result in discipline up to and including expulsion. Staff violations ~~may~~will ~~also~~ result in discipline up to and including dismissal. ~~Fees, fines or other charges may also be imposed.~~ Violations of law ~~may~~will be reported to law enforcement officials and may result in criminal or civil sanctions.

END OF POLICY

Legal Reference(s):

[ORS 167.060 - 167.100](#)
[ORS Chapter 192](#)
[ORS 260.432](#)
[ORS 332.107](#)

[ORS 339.250](#)
[ORS 339.270](#)
[OAR 581-021-0050](#)
[OAR 581-021-0055](#)

[OAR 584-020-0040](#)
[OAR 584-020-0041](#)

Children's Internet Protection Act, 47 U.S.C. §§ 254(h) and (l) (2018); 47 C.F.R. Section 54.520 (2019).
Copyrights, 17, U.S.C. §§ 101-1332 (2018); 19 C.F.R. Part 133 (2020).
Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101-7117 (2018).
Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 8101-8107 (2018); 34 C.F.R. Part 84, Subpart F (2020).
Controlled Substances Act, 21 U.S.C. § 812, Schedules I through V (2018); 21 C.F.R. §§ 1308.11-1308.15 (2020).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2020); 28 C.F.R. Part 35 (2020).
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2018); 34 C.F.R. Part 99 (2020).
Every Student Succeeds Act, 20 U.S.C. § 7131 (2018).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).

Eugene School District 4J

Code: INDB
Adopted: 11/07/18
Revised/Readopted: XX/XX/21

Flag Displays and Salutes

A United States flag and an Oregon state flag shall be displayed on or near each school building under the control of the board or used by the district, during school hours, except in unsuitable weather and at any other time the board deems proper.

A National League of Families' POW/MIA flag of appropriate size shall be displayed on or near each school building in the same manner as a U.S. and Oregon state flag, when required by state law. Under state law, the POW/MIA flag must only be displayed on or near buildings that have existing flagpoles or other infrastructure installed to properly display the U.S., Oregon, and POW/MIA flags simultaneously. Newly constructed district buildings at which it is customary and suitable to display the U.S. flag shall include sufficient infrastructure to properly display the three flags simultaneously.

The flag is flown at half-staff upon direction of the President of the United States or the Governor of the state of Oregon. In the absence of a Presidential or Gubernatorial direction, the flag may be flown at half-staff at the direction of the superintendent.

The district shall obtain and display a U.S. United States flag of an appropriate size for each classroom, as required by state law.

Students shall receive instruction in respect for the national flag, and be provided an opportunity to salute the U.S. United States flag at least once each week during the school year by reciting *The Pledge of Allegiance*, as required by state law.

A flag salute may be implemented at assemblies, before or after school, at lunch, special events, home room class, athletic contests or at other times deemed appropriate by the principal. Individual staff members and students who do not participate in the salute must maintain a respectful silence during the salute.

Upon request from an Oregon sovereign tribal government, a flag representing the sovereign tribal government must be displayed on, near or within a school building during school hours. The location of the flag will be determined by the district in consultation with the requesting sovereign tribal government.

District flagpoles are under the control and management of the district for use as described herein.

END OF POLICY

Legal Reference(s):

[ORS 186.110](#)
[ORS 332.107](#)

[ORS 336.067](#)
[ORS 339.875](#)

[OAR 581-021-0043](#)

W. Va. St. Bd. of Educ. v. Barnette, 319 U.S. 624 (1943).

Eugene School District 4J

Code: JGA
Adopted: 5/07/14
Revised/Readopted: 11/28/18; XX/XX/21
Orig. Code: JGA

Corporal Punishment**

The use of corporal punishment in any form is strictly prohibited ~~in the district~~. No student will be subject to the infliction of corporal punishment.

“Corporal punishment” is defined as the willful infliction of, or willfully causing the infliction of, physical pain.

No teacher, administrator, other school personnel or school volunteer will subject a student to corporal punishment or condone the use of corporal punishment by any person under ~~their~~ ~~his/her~~ supervision or control. Permission to administer corporal punishment will not be sought or accepted from any parent or school official.

A staff member is authorized to employ reasonable physical force upon a student only when and to ~~in~~ ~~his/her professional judgment~~, the extent the application of physical force is consistent with ORS 339.285–339.303 and board policy JGAB Use of Restraint or Seclusion. ~~necessary to prevent a student from harming self, others or doing harm to district property~~. Physical force shall not be used to discipline or punish a student.

A staff member found in violation of this policy may be subject to discipline up to and including dismissal. A volunteer found in violation of this policy by administration may be subject to sanctions and/or prohibited from volunteer service in the district.

The superintendent shall inform all staff members and volunteers of this policy.

END OF POLICY

Legal Reference(s):

[ORS 161.205](#)
[ORS 332.107](#)
[ORS 339.240](#)

[ORS 339.250](#)
[ORS 339.285–339.303](#)
[OAR 581-021-0050 – 0075](#)

[OAR 584-020-0040](#)



ITEM FOR ACTION

Date of Meeting

August 18, 2021

Title

Consider Approval of Process for Initiating Superintendent Search

Presenter(s)

Judy Newman, Chair

Martina Shabram, Vice Chair

Summary

In 2020, the board declared a vacancy in the position of superintendent and hired Cydney Vandercar to serve as interim superintendent through June 2021. The board later extended the interim superintendent appointment through June 2022.

On August 18, 2021, the board held a work session to discuss the superintendent selection process. The board does not make final decisions in a work session.

At the regular board meeting, the board will consider whether and how to initiate a superintendent selection process, and may take action on the same.



ITEM FOR ACTION

Date of Meeting

August 18, 2021

Title

Approve Resolution 2021-22-09 Concerning Masking and Other Protective Measures to Ensure Safe Public Meetings

Presenters

Christine Nesbit, General Counsel

Summary

The purpose of resolution 2021-22-09 is to ensure that while the COVID-19 pandemic poses a threat to the health and safety of the public, in-person public meetings of the board are held in a manner that mitigates the risk of transmitting the SARS-CoV-2 virus. The resolution provides that:

- Individuals attending an in-person public meeting of the board or other district body, regardless of vaccination status, will be required to wear face masks covering the mouth and nose, unless under 5 years of age or exempted based on Oregon Health Authority (OHA) or Centers for Disease Control and Prevention (CDC) guidelines.
- The board chair is authorized to rescind or modify the masking requirement when consistent with guidelines from health authorities
- The board chair may order additional health and safety measures necessary for in-person public meetings based on such guidance.

The resolution takes effect upon its passage and expires on June 30, 2022 unless rescinded or extended further. It applies to all in-person public meetings of the board or other district body, including board subcommittees, budget and equity committees.

In light of the governor's announcement that she would issue a statewide mandate relating to indoor face masks, it is anticipated that this resolution or rules issued pursuant to this resolution may result in some redundancy with statewide regulations. Even so, the board may choose to have its own local rules so as to avoid potential gaps in regulation and to ensure that its expectations are clear.

Additional Background

In-person public meetings of the 4J board are often attended by dozens of people, including interested visitors, staff whose presence is mandatory, and students. The virus has been demonstrated to spread through contact with respiratory droplets and particles, and it is widely accepted in the public health and scientific communities that widespread use of face masks, physical distancing and other mitigation strategies help prevent the virus's spread.

In June 2021, statewide COVID-19 related restrictions were lifted, including mandatory use of face coverings in indoor settings, and COVID-19 mitigation measures became mostly a matter of local control. This shift was followed by a surge of COVID-19 cases, predominately due to the Delta variant of SARS-CoV-2 and a decline in public health conditions and capacity.

In early August 2021, OHA issued a rule requiring students, staff and visitors to wear masks when in an indoor school setting and when engaged in educational activities, however that rule does not define educational activities or apparently apply to board meetings at which student

representatives are not in attendance. On August 10, 2021, the Lane County Board of Health issued an Emergency Public Health Advisory calling on Lane County employers to ensure that indoor masking is adhered to and to follow or resume practices that reduce community spread of the virus.

On August 11, 2021, the Governor announced she would be issuing a statewide indoor mask requirement; however, it is possible that the executive order will be rescinded, such that decisions about COVID-19 mitigation measures will again become a matter of exclusive local control.

As the board resumes in-person public meetings, it has expressed an intention to do so safely and in a manner that reduces transmission of the SARS-CoV-2 virus. This resolution is intended to ensure that in-person meetings of the board proceed in a manner consistent with public health recommendations and consistent with the board's legal obligation to provide a safe working environment for staff members.

Options and Alternatives

The board may approve Resolution 2021-22-09, as written or amended, or may decline to do so.

Budget/Resource Implications:

None.

Recommendation:

The superintendent recommends approval of Resolution 2021-22-09 relating to masking and other measures to ensure safe public meetings.

RESOLUTION 2021-22-09

EUGENE SCHOOL DISTRICT 4J BOARD OF DIRECTORS

Masking and Other Protective Measures to Ensure Safe Public Meetings

WHEREAS:

1. On July 28, 2021, the Centers for Disease Control and Prevention (CDC) revised previous health guidance due to growing evidence of the greater transmissibility of the Delta variant of SARS-CoV-2, and called on individuals, regardless of vaccination status, to resume wearing face masks in indoor public places, maintain physical distancing and take other protective measures in areas of substantial or high COVID-19 transmission;
2. On August 2, 2021, the Oregon Health Authority issued a rule requiring students, staff, contractors and visitors, regardless of vaccination status, to wear masks when in an indoor school setting and when engaged in educational activities;
3. On August 10, 2021, the Lane County Board of Commissioners issued an emergency public health advisory calling for all individuals, businesses and employers to take immediate protective health measures against COVID-19, including the Delta variant SARS-CoV-2, in indoor shared spaces regardless of vaccination status;
4. On August 11, 2021, due to the high rate of transmission of the Delta variant and increasing cases and hospitalization rates, the Governor of the State of Oregon issued a statewide mask mandate for all people over the age of 5 to wear masks in public settings regardless of vaccination status;
5. COVID-19 mitigation measures now in effect statewide may later become a matter solely of local control;
6. The more transmissible Delta variant has become the predominant strain in Lane County, with case rates per 100,000 population exceeding twice the level the CDC established as a high transmission rate, the number of infectious individuals tracked by Lane County twice as high as during the previous peak in winter 2021, and the number of hospitalizations stressing local capacity;
7. Meetings of the school board are often attended by dozens of members of the public who remain in an indoor congregate setting for a sustained period of time;
8. Many staff members are required to attend board meetings, and student board representatives are encouraged to attend;
9. The board has a legal responsibility to furnish a safe place of employment;

- 10. The board has authority under ORS Chapter 332 to impose reasonable health and safety regulations intended to prevent the spread of COVID-19 on district properties; and
- 11. During periods of high community spread of COVID-19, in-person attendance at public meetings of the board presents risk to the health and safety of persons in attendance unless mitigating measures are taken.

NOW, THEREFORE, SO BE IT RESOLVED AND DIRECTED:

- 1. Individuals attending an in-person public meeting of the board or another district body, regardless of vaccination status, shall wear masks covering the mouth and nose. Individuals are exempt if they are under 5 years of age, or if exempted based on Oregon Health Authority (OHA) or Centers for Disease Control and Prevention (CDC) guidelines.
- 2. The board delegates to the board chair its authority to rescind or modify paragraph 1 of this order before its expiration when consistent with guidance from Lane County Public Health, OHA and the CDC. The board further delegates its authority to order additional health and safety measures for in-person public meetings to the board chair, who shall give due consideration to guidance from Lane County Public Health, OHA, and the CDC.
- 3. For purposes of this resolution, a public meeting includes any in-person meeting of the board of directors, subcommittee of the board, an advisory committee to the board or superintendent at which members of the public are in attendance in-person.
- 4. Notice of rules issued pursuant to this resolution will be posted with clearly visible signage at entry points near the board meeting room and on the district website.
- 5. This resolution and rules issued pursuant to this resolution shall be interpreted and applied consistent with any more restrictive rule order or guidance that applies. Should an applicable law impose a requirement or create a right inconsistent with this order, such law will prevail.
- 6. A state of emergency exists, and as such this resolution takes effect immediately. The resolution expires on June 30, 2022 unless rescinded or extended further.

Adopted this ____ day of _____ 2021 by the Board of Directors for the Eugene School District 4J.

Judy Newman, Chair
Board of Directors, Eugene School District 4J



ITEM FOR ACTION AT A FUTURE MEETING

Date of Meeting

August 18, 2021

Title

Consider Revisions to Board Policy KGB Public Conduct on District Property

Presenter(s)

Christine Nesbit, General Counsel

Background

At the board's request to reconsider its policy prohibiting dogs on district grounds, staff have prepared potential revisions to policy KGB to support board discussion. Policy KGB prohibits persons from bringing dogs and other animals into a district building without administrator approval, and also prohibits bringing dogs on district grounds at any time, unless authorized by the district safety officer. An exception is made for service animals serving a person with a disability.

While the board has no legal obligation to permit animals on district fields and properties except for service animals, issues have arisen concerning the district's prohibition of dogs on district fields and grounds, particularly in areas where greenspace surrounding schools is adjacent to city parks. It is a policy decision whether to allow dogs on district grounds and under what circumstances, considering the legal liability, disruption and property damage potentially posed by animals on campuses.

The drafted revisions to policy KGB would allow people to bring their dogs onto district grounds at times when students are unlikely to be present and specify that when permitted on district grounds, the animal must not be unleashed, unattended, permitted to cause annoyance, injury or property damage. The revisions support student and staff safety by prohibiting bringing animals onto district grounds between 7:00 a.m. and 5:00 p.m. on school days, whenever a school or district-sponsored event or activity is occurring, or when restricted by the superintendent or designee for a good faith reason.

A related board policy to be aware of is policy ING – Animals in District Facilities, which prohibits animals *in* district facilities except service animals serving individuals with a disability and except as approved by the superintendent or designee for curricular purposes. No changes to policy ING are proposed or recommended.

Options and Alternatives

The board may approve the policy revisions as written; direct staff to make changes in response to board, staff or public comment; not approve the policy revisions and require additional research or stakeholder engagement; or not approve revisions to the policy.

Budget/Resource Implications:

None.

Recommendation

After hearing board discussion, the superintendent may recommend that the board approve revisions to board policy KGB.

Eugene School District 4J

Code: **KGB**
Adopted: 12/19/18
Revised/Readopted: XX/XX/21

Public Conduct on District Property

No person on district property or any district grounds, including parking lots, shall:

1. Haze, harass, intimidate, bully or menace another, or engage in behavior deemed by the district to endanger the safety of students, employees, self or others;
2. Use or engage in abusive verbal expression or physical conduct that interferes with the performance of students, event officials or sponsors of approved activities;
3. Damage the property of another or of the district;
4. Initiate or circulate a report, one knows to be false, concerning an alleged hazardous substance, impending fire, explosion, catastrophe or other emergency that will take place in or upon a school;
5. Construct or transport to district property for temporary or permanent purposes any structure not approved for construction on, or transportation to, district property;
6. Uproot, pick, cut, mutilate or remove plant life or other natural resources of any kind. Roots, tubers, flowers and stems may not be collected. Soil or rock may not be dug up or removed;
7. Dump or spill any sewage, waste water or other fluids from any vehicle;
8. Use district waste containers or other district property for the deposit of waste or refuse generated from household, commercial, industrial, construction or other uses not related to approved use on district property;
9. Block, obstruct or interfere with vehicular or pedestrian traffic on any district road, parking area, walkway, pathway or common area. Occupying or impeding access to any district facility in a manner that interferes with the approved use of such facility by district employees, students or other authorized users is prohibited;
10. Fly, launch or otherwise operate motorized model airplanes/helicopters/rockets or other similar propulsion devices unless approved in advance by the district;
11. Operate an unmanned aircraft system (UAS) or drone unless granted permission from the superintendent or designee;
12. Distribute or post circulars, notices, leaflets, pamphlets or other written or printed material in violation of Board policy KJA - Materials Distribution;
13. Operate a concession, solicit, sell or offer for sale any goods, wares, merchandise, food, beverages or services without prior district approval. Public sales and solicitation on district property will be governed by Board policies KGA - Public Sales on District Property, KI - Public Solicitation in

District Facilities and KJ - Advertising in District Facilities;

14. Operate a motor vehicle in an area other than on roads and in parking areas constructed or designated for motor vehicle use. Vehicles shall be driven in a safe manner, at posted speeds and will only be appropriately parked in areas designated by the district. Motorized vehicles such as minibikes, scooters, go-carts, all-terrain-vehicles, snowmobiles and other similar devices are prohibited on district grounds. Bicyclists must comply with motor vehicle and bike regulatory signs;
15. Use a skateboard, rollerblades, scooter or similar device, except within designated skate parks. Use of such is at the user's risk;
- ~~16.~~ 16. Bring a dog or an animal other than a service animal serving a person with a disability into a district building at any time unless permitted by Policy ING - Animals in District Facilities without prior administrator approval during school or school-sponsored activities.
- ~~16-17.~~ 17. Bring a dog or animal other than a service animal serving a person with a disability onto district grounds: (a) between 7:00 a.m. and 5:00 p.m. on any weekday when school is in session, (b) whenever a school or district-sponsored event or activity is occurring, or (c) if restricted by the superintendent or designee for any good faith reason. During times of permitted access, no dog or other animal may be unleashed, unattended, permitted to cause annoyance, alarm, disturbance, injury or property damage, or permitted to deposit solid waste unless immediately removed by its handler; except as authorized by the safety officer. Animals serving the disabled are permitted as provided by law;
- ~~17-18.~~ 18. Camp overnight, loiter or otherwise be present on district property after the conclusion of approved activities or as otherwise posted or authorized by the district. Individuals are prohibited from entering any portion of district premises at any other time for purposes other than those which are lawful and authorized by district officials;
- ~~18-19.~~ 19. Use or operate any noise-producing machine, vehicle, device or instrument in a manner that, in the judgment of district officials, is disturbing to, or interferes with, the orderly conduct of district programs or approved activities;
- ~~19-20.~~ 20. Impede, delay or otherwise interfere with the orderly conduct of the district's educational program or any other activity taking place on district property which has been authorized by the district;
- ~~20-21.~~ 21. Bring, possess or use a weapon as prohibited by state and federal law;
- ~~21-22.~~ 22. Possess, consume, sell, give or deliver unlawful drugs, including marijuana, and alcoholic beverages. Possess, sell, give or deliver drug paraphernalia;
- ~~22-23.~~ 23. Use, distribute or sell tobacco products or inhalant delivery systems, in any form;
- ~~23-24.~~ 24. Wear, possess, use, distribute, display or sell any clothing, jewelry, emblem, badge, symbol, sign or other item that is evidence of membership or affiliation with any gang. Use speech or commit any act or omission in furtherance of the interests of any gang or gang activity. A "gang" is defined as a group that identifies itself through the use of a name, unique appearance or language including hand signs, claiming of geographical territory or the espousing of a distinctive belief system that frequently results in criminal activity;

~~24.25~~. Violate posted regulatory signs;

~~25.26~~. Willfully violate other district policies, administrative regulations or school rules designed to maintain public order on school property.

Persons having no legitimate purpose or business on district property, or those violating or threatening to violate the above rules, may be issued a trespass citation, ejected from the premises, excluded from district-approved activities temporarily or permanently and/or referred to law enforcement officials.

The superintendent will ensure that appropriate notice of these rules is provided.

END OF POLICY

Legal Reference(s):

ORS 161.015	ORS 166.210 to -166.370	ORS 433.835 to -433.990
ORS 164.245	ORS 332.172	ORS 806.060 to -806.080
ORS 164.255	ORS 336.109	OAR 333-015-0025 to -0090
ORS 166.025	ORS 339.883	OAR 581-021-0110
ORS 166.155 to -166.165	ORS 431.840	OAR 584-020-0040(4)(e),(g)

Gun-Free Schools Act, 20 U.S.C. § 7961 (2012).

Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2012).

Gun-Free School Zones Act of 1990, 18 U.S.C. §§ 921(a)(25)-(26), 922(q) (2012).

Cross Reference(s):

ECAB - Vandalism/Malicious Mischief/Theft

ECD - Parking and Traffic Controls