

NOTICE: The 6:30 p.m. Regular Board Meeting will be open to the public via live broadcast on KRVM 1280-AM and 98.7 FM, the internet at www.4j.lane.edu/stream, and via Zoom Webinar at <https://zoom.us/j/97396578668?pwd=LzBRReEpqZ0JxRzVpaVdlQ3h5UFVzd09>

School Board Meeting Request Forms:
 Provide public comment: www.4j.lane.edu/board/publiccomment

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

Requests to provide public comment must be submitted no later than 5 p.m. on the Monday before the meeting.

6:30 PM
5:15 p.m. Executive Session (non-public) and 6:30 p.m. Regular Meeting

- I. **5:15–6:15p.m. Executive Session:** The board will convene in executive session to conduct deliberations with persons designated by the governing body to carry on labor negotiations pursuant to ORS 192.660 (2) (d)
- II. **6:30 p.m. Regular Board Meeting: *Please note the earlier start time for this 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. **Public Hearing:** Conduct a Public Hearing on the Eugene School District 4J 2021–22 Supplemental Budget No. 1, Making Appropriations for the 2021–22 Fiscal Year **4**
- VIII. Items Raised by the Audience
- IX. Comments by Employee Groups
- X. Comments and Committee Reports by Individual Board Members
- XI. Consent Group - Items for Action
 - 1. Approve Meeting Minutes for the following Board Meetings: April 25, 2022 Work Session; May 18, 2022 Executive Session and Regular Board Meeting; May 23, 2022 Executive Session and Special Board Meeting; May 25, 2022 Executive Session and Special Board Meeting; June 1, 2022 Executive Session and Regular Board Meeting; June 8, 2022 Executive Session and Special Board Meeting **6**
 - 2. Consider for Approval North Eugene High School and Triangle Lake High School Soccer Programs to Co-Op During the 2022–23 Season Presenter: Patrick Brown, District Athletic Director **67**
 - 3. Approve Inclusion of Professional Development Time in Calculation of Instructional Time for the 2021–22 School Year Presenters: Dr. Brooke Wagner, Assistant Superintendent for Instruction and Oscar Lourero, Director of Research and Planning **70**
 - 4. Elementary Language Arts Adoption Purchase Presenters: Eric Anderson, Director of Curriculum and Brooke Wagner, Assistant Superintendent of Instruction **71**
 - 5. Elementary Health Curriculum Presenters: Eric Anderson, Director of Curriculum and Brooke Wagner, Assistant Superintendent of Instruction **72**
 - 6. Approve Agreement with EEA to Increase Compensation for Staff in Summer School Programs Presenter: Karen Hardin, Director of Human Resources **74**

	7. Approve Memorandum of Agreement with OSEA - Compensation for Staff in Summer School Programs Presenter: Karen Hardin, Director of Human Resources	76
	8. Approval of Private Alternative Education Options Contracts Presenters: Katherine Lange, Director of Student Services; Holly Langan, Director for Support Service	79
XII.	Items for Information	
	1. Receive a Report on Climate Survey Data for 2021–22 School Year (15 minutes) Presenter: Oscar Loureiro, Director of Research and Planning	175
XIII.	Items for Action	
	1. Approve a Resolution Adopting the 2022–23 Budget, Making Appropriations, Imposing and Categorizing Taxes (10 minutes) Presenters: Cydney Vanderkar, Superintendent and Andrea Belz, Director of Financial Services	203
	2. Adopt Resolution #2022–15 for Supplemental Budget No. 1, Making Appropriations for the 2021–22 Fiscal Year (5 minutes) Presenter: Andrea Belz, Director of Financial Services	207
	3. Consider for Adoption the Board Meeting Calendar for the 2022–23 School Year (5 minutes) Presenter: Judy Newman, Board Chair	210
	4. Consider the adoption of Board Policy KGBB – Firearms Prohibited (10 minutes) Presenter: Christine Nesbit, General Counsel	212
	5. Consider adoption of a new board policy – Information about Statewide Testing (10 min) Presenter: Christine Nesbit, General Counsel	215
	6. Organize the Board of Directors for the 2022–23 School Year (10 minutes) a. Elect Board Officers b. Authorize the Chair and Vice Chair to Sign for the District During the 2022–23 Fiscal Year	217
XIV.	Items for Action at a Future Meeting	
	1. Consider for Adoption – Secondary Social Studies Curriculum (15 minutes) Presenters: Eric Anderson, Director of Curriculum; Justin Huntley, Curriculum Administrator; Jenoge Khatter, Secondary Social Studies Teacher on Special Assignment; Brian Brancato, U.S. History/AP Teacher (Sheldon); Shanna Davis, Grade 8 Teacher (Spencer Butte)	219
	2. Consider Approval of Instructional Allowances (10 minutes) Presenters: Christine Nesbit, General Counsel and Dr. Brooke Wagner, Assistant Superintendent for Instruction	246
	3. Consider revisions to board policy JHCD/JHCDA – Medications (10 minutes) Presenter: Christine Nesbit, General Counsel	256
XV.	Suggestions by the Board for Consideration of Items at a Future Meeting	
	1. XIV.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: Wed., Sept. 1, Wed., Sept. 22 and Wed., Sept. 29 OCTOBER: Wed., Oct. 6; Wed., Oct. 13; Wed., Oct. 20; Wed., Oct 27 NOVEMBER: Wed, Nov. 3, Tuesday, Nov. 16, and Wed, Nov. 17; Tues, Nov. 23 DECEMBER: Wed. Dec. 1; Wed, Dec. 8; Wednesday, December 15 JANUARY 2022: Tuesday, January 4, 2022; Wednesday, January 12; Wednesday, January 19; Wednesday, January 26; Monday, January 31 FEBRUARY: Wednesday, February 2; Wednesday, February 9; Wednesday, February 16; Wednesday, February 23; Board Training February 26 & 27 MARCH: Wednesday, March 2; Monday, March 7; Wednesday, March 9; Wednesday, March 16; Wednesday, March 30 APRIL: Wednesday, April 6; Wednesday, April 13 CANCELLED; Monday, April 18;	

~~Tuesday, April 19; Wednesday, April 20; Wednesday, April 27~~

~~MAY: Wednesday, May 4; Wednesday, May 18; Wednesday, May 25~~

~~JUNE: Wednesday, June 1; Wednesday, June 8; Wednesday, June 22, Wednesday, June 29~~

XVI. 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



ITEM FOR ACTION

Date of Meeting

June 22, 2022

Title

Conduct a Public Hearing on the Eugene School District 4J 2021-22 Supplemental Budget No. 1, Making Appropriations for the 2021-22 Fiscal Year

Presenters

Cydney Vandercar, Superintendent
Andrea Belz, Director of Financial Services

Background

Due to COVID-19 pandemic and school closures, Nutrition Services has provided free meals to all students through USDA waivers for child nutrition programs. Waivers extended free meals for all students through June 30, 2022 and allowed for a variety of meal distribution options, including a weekly meal box for students learning offsite and meal boxes distributed to families during winter and spring break.

Additional emergency funding from federal and state sources provides local operators of nutrition programs with additional reimbursements for emergency operating costs. Participation increases and these federal meal reimbursement rate subsidies have increased the estimated revenue for lunches to nearly 80% greater revenue for lunch payments and double breakfast reimbursement revenue. The supplemental federal meal reimbursement rates offset the increasing cost of food and packaging. Supply chain limitations continue to constrain some menu options however the district has received additional USDA Commodity inventory, which has helped with shortages in nearly all food categories.

Given the need to increase the number of meals served, increased costs and related reimbursements, the district recognizes an additional \$2 million in revenue and appropriations in Supplemental Budget No. 1 in the Nutrition Services Fund.

Options and Alternatives

Should the Board decline to approve the proposed supplemental budget, certain Nutrition Services Fund expenditures would exceed legal spending limits and violate state law, per ORS 294.100 and 294.456. Public officials spending funds in excess of approved amounts or for a purpose other than provided by law are held civilly liable for the return of those funds.

Budget/Resource Implications

The agenda packet for the Board's regular meeting includes Resolution No. 2022-15, which specifies supplemental budget amounts recommended for the 2021-22 budget.

Board/Superintendent Goals

This item is related to the Board goal to provide prudent stewardship of District resources to best support student success, educational equity and choice.

Recommendation

The superintendent recommends the Board adopt Resolution #2022-15, approving this supplemental budget, recognizing and appropriating additional revenues, and authorizing spending as described to support district operations.

**Public Testimony __ Supplemental Budget Hearing at Board Meeting on
Wednesday, June 22, 2022**

In accordance with Oregon's Local Budget Law, when a supplemental budget changes a Fund's expenditures by more than 10 percent, the governing body must hold a public hearing with public comment taken before adoption of the supplemental budget.

Notice of this budget hearing and the supplemental budget totals was published in the Register Guard on Sunday, June 5, 2022.

This hearing is on the 2021-22 supplemental budget, and any person may comment on the supplemental budget. The school board receives written comments by email at board@4j.lane.edu, and has set aside time to hear public comment on the budget. Community members can sign up to speak to the board by submitting their request online at 4j.lane.edu/board/publiccomment. The deadline to submit a request to speak is Monday, June 21st.

*The public may offer objective comments or criticism about district operations and programs; however, the Board will not hear complaints concerning individual district personnel. The District has a board policy for filing a formal complaint against an individual. Please contact the Superintendent's Office at 541-790-7707 for more information about submitting a formal complaint.

*Board Policy KL – Public Complaints

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

Date: Monday, April 25, 2022

The Board of Directors of School District No. 4J, Lane County, Eugene, Oregon, held a work session at 4:00 p.m. at the Education Center, 200 North Monroe Street in Eugene, Oregon. Notice of the meeting was mailed to the media and posted in the Education Center, on Friday, April 22, 2022 and published in *The Register-Guard* on Monday, April 25, 2022.

ROLL CALL

BOARD MEMBERS:

Judy Newman, Chair
Maya Rabasa, Vice Chair
Alicia Hays
Gordon Lafer
Laural O'Rourke

STAFF:

Cydney Vandercar, Superintendent
Kerry Delf, Chief of Staff
Brooke Wagner, Assistant Superintendent for Administrative Services
Christine Nesbit, General Counsel
Kyle Tucker, Chief Operations Officer
Lisa Fjordbeck, Executive Assistant / Board Secretary

MEDIA:

KRVM

I. WORK SESSION

II. CALL TO ORDER, ROLL CALL

Chair Newman called the work session to order at 4:00 p.m. The purpose of the meeting was to hear from eight finalists for the two open seats on the board. Each candidate would have twenty-five minutes to answer the questions from the board. The first finalist was Keerti Hasija Kauffman.

Chair Newman posed the first question: *What are the most important things you think the board could work on to improve students' experience and outcomes, whether in academics or in their social and emotional lives and how would you measure success?*

Ms. Hasija Kauffman responded that social-emotional learning and academics should not be separated. Students who were suffering from social emotional stressors did not do well academically. She said that measures should be put in place early in a student's education for screening and intervention so that issues could be caught before additional help was needed. She stressed the role of teachers and said that they needed to be equally supported in their own social-emotional issues. Students had emotional connections to learning, both frustration and joy. Ms. Hasija Kauffman suggested making sure that students were engaged in school through

clubs and other activities, teachers were supported, and that families could also learn how to support their students at home.

Vice Chair Rabasa asked the second question: *Part of the board's role is connecting with the community. What does community engagement look like to you and what do you see as being the board's role. What specific ways would you work with the board to engage community stakeholders.*

Ms. Hasija Kauffman said that she would connect with the community through service projects which would help her to meet people that she would not otherwise have a chance to meet. She considered the role of the board to be supportive of the community's goals and outcomes and to be role models. Boards should model dialog and critical thinking skills during board meetings and in all public settings.

Mr. Lafer asked the third question: *People in groups may try to lobby board members to take up issues that are outside of the board's role or authority. How would you handle those kinds of requests?*

Ms. Hasija Kauffman said that her experience in Washington, D.C. had taught her how to redirect. She believed in setting boundaries and would be transparent with the community about what was her role.

Ms. Hays asked the fourth question: *What role do you think staff members voice should play in 4J's policies and practices?*

Ms. Hasija Kauffman said that the board should take into account the opinions of all 4J staff, teachers and other staff alike. She said that staff other than teachers in schools often had more face-to-face time with the public, and added that their roles were to support the functioning and the governance of the schools. She believed it was the board's role and responsibility to be supportive of the whole district.

Ms. O'Rourke asked the fifth question: *Twenty percent of our students live below the Federal poverty line. Describe your understanding of what that means and your experience living or working with under resourced and underserved communities. Share your thoughts about how the board can better serve these students and families.*

Ms. Hasija Kauffman said that stressors were often compounded multiple times for families experiencing poverty. Students had higher absenteeism and drop-out rates, and were disciplined and placed in special education classrooms more often. They also experienced health issues that contributed to their absenteeism. She continued that all those issues effected a student's understanding of what their future looked like and what their role as a community member was and would be.

Ms. Hasija Kauffman continued that she was born and raised in Charleston, S.C., a community that was largely rural poverty. Her mother was a social worker. Ms. Hasija Kauffman was a career mentor for students in D.C. She lived in Latin America in communities that were low income, and created after school programs. She said the most impoverished communities she had lived in were in India. She created policies that took into account the issue of poverty inside

highly affluent areas. She considered the issue of creating systems that improved the mental and physical health of those in poverty in order to increase their ability to learn.

Ms. Hasija Kauffman said that most important was the debate regarding outputs versus outcomes. If students were not attending school, the structures of the district were not important. She said the basis of decisions should be what outcomes the district was trying to achieve.

Chair Newman asked the sixth question: *in what ways has the board worked to expand its and the districts collective focus to eliminate inequities? How do you see this impacting the district and what would you bring to this work?* Ms. Hasija Kauffman said that she would look at what the outcome priorities were. She said that it was important to remove the stress of not having basic needs met. She added that the district should look at one-year and five-year plans for different areas of the district and that compromise would be necessary. If the district focused on an equity lens, they would be looking at impoverished communities. She was extremely passionate about diversity and inclusion, but was also realistic about how much the board would be able to change people's attitudes. She said that she would bring her experience to explore where the gaps existed in equity in the district.

Vice Chair Rabasa asked the seventh question: *How do you think students could engage in the leadership within the district? What would your role be as a board member to help increase student engagement?* Ms. Hasija Kauffman believed that student voices needed to be heard in a real way at a leadership level. She wanted to hear the voices of students who represented the diversity of the community the board wanted to engage with. There were multiple mechanisms she could suggest to increase student voice.

Chair Newman thank Ms. Hasija Kauffman for her presentation and told her that the board would be making a decision on Wednesday, April 27.

Chair Newman introduced the next candidate, Tom Di Liberto.

In response to the first question, Mr. Di Liberto responded that the district needed to continue to concentrate on the social and emotional needs of students and to minimize activities that did not help students to learn and their teachers to teach them. He supported having classified staff assist with activities that would free up time for counselors and teachers to support students.

Mr. Di Liberto said it was important to foster a relational approach between educators and students through cooperative learning activities that cultivated what students were interested in. He said that the approach to teaching and learning supported self-esteem and esprit de corps.

Success would be measured by better attendance, work completion, participation, and creativity along with multiple assessment modes. He cautioned on focusing on a single academic indicator.

In response to the second question, Mr. Di Liberto said that he had learned that all the communities that formed the district had different ways of communicating. He added that board meetings could be frightening. He remembered that the district had used a model in the past that was successful to reach out and should continue to do those activities. Mr. Di Liberto

mentioned that Jim Garcia had been giving talks at different schools in the district. He added that board members should be present at different activities.

In response to the third question, Mr. Di Liberto said that board members needed to ask questions from all stakeholders in order to forward the board's goals. Board members were not employees. Mr. Di Liberto would make it clear that board members were not employees. He knew how to say "no" when it was necessary and recognized that sometimes the board would not be able to solve all problems. He added that there were reasons for the separation of responsibilities and purview, but he had always pressed for better communication between board members and staff. He remembered that staff and the board had regular coffee meetings in the past and wanted to reinstate the practice.

In response to the fourth question, Mr. Di Liberto said that staff knowledge and input was indispensable and that the board should not be afraid of hearing it. Staff had the ground level view. For the board to avoid mistakes and misuse resources, they needed to hear from all staff. Mr. Di Liberto added that it was not the responsibility of staff to make decision, but the board needed to hear from staff, and he considered it a benefit to have a prior employee on the board.

In response to the fifth question, Mr. Di Liberto responded that he had seen the demographics and SES of Monroe Middle School change significantly from second highest to second lowest during the time he taught there. Students were unhoused, ill clothed and under significant economic pressure. Poverty was a huge obstacle to a student's success. Teachers often provided snacks to students during the day. Educators tried to minimize poverty's impact by differentiating teaching, by providing extra time, supplying students with materials. Mr. Di Liberto said that the pandemic had made it clear how impacted some areas of the district were by issues of poverty such as food insecurity, sub-par internet and technology access.

Mr. Di Liberto continued that sustained community engagement would help better map where wraparound services would be best utilized, and which areas of a community were in highest need. He said it would be important to continue to partner with charitable organizations.

Mr. Di Liberto said that there was representational inequity on the board and suggested that providing child care and support to persons from communities so that they could be on the board would be important.

In response to the sixth question, Mr. Di Liberto credited the district for its work on the new student safety policy. He considered it long overdue. He added that the equity tool was a positive step. He considered sustaining community engagement to be the most important in determining how the equity tool could be applied. He gave the example of translation and interpretation and wraparound services as ways that the district was moving forward with equity.

He said that sometimes the equity lens was controversial. He brought up the example of Buena Vista which had met resistance when it attempted to integrate more Latin-X families, but was successful in the end.

Mr. Di Liberto gave examples of his experience in negotiating and listening.

In response to the final question, Mr. Di Liberto said that he found it a pleasure to hear students at board meetings. He considered their input effective to improve the district. He suggested surveying student groups to get input which could be presented at board meetings.

Chair Newman thanked Mr. Di Liberto for his time and introduced the next candidate, Carlos Sequeira.

After making a brief introductory statement, Mr. Sequeira responded to the first question. He said that respectful, responsible, restorative, and culturally competent schools were necessary. He added it would be important to review policies that created an inclusive environment and to ensure that they were being implemented equitably across the district. It would be important to determine and address what families needed to be successful. He referred to additional funding provided in response to the pandemic that could be used for that purpose.

Mr. Sequeira continued that success could be measured by higher attendance, better grades, and less discipline issues, especially among marginalized students. Mr. Sequeira gave an example of his own experience in school when he wondered whether anyone knew who he was. He referred to street data, information coming from those most affected by the inequities created by decisions made by the board.

In response to the second question, Mr. Sequeira responded that the board played a critical role in serving families and the educational needs of students, and needed to be fiscally responsible. He said that community engagement would consist of welcoming those with whom the board did not agree or look like; modeling civil discourse; listening to understand and not to respond defensively; welcoming those who might not feel safe advocating for their students; and keeping those who did not have students in the district involved.

Mr. Sequeira would go to the neighborhoods to make connection with families instead of expecting them to come to the board.

In response to the third question, Mr. Sequeira said the board had a responsibility to listen to the community, but at times would need to redirect. He added that district staff would be encouraged to match the needs of families to the resources that were available to them.

In response to the fourth question, Mr. Sequeira felt it would be critical that staff associations were the first place to which staff addressed their needs and that there was clear communication between association representatives and the board. Staff knew what students needed and it would be important to ensure that they felt like their administrators were allies and that the board was also supporting them.

In response to the fifth question, Mr. Sequeira shared that he had been a student who lived in poverty. He knew firsthand what it was like to not have the resources he needed to be successful or to have the support of caring parents at home. He understood the experiences of families that were in his situation. He added that implementing the equity lens with consistency and fidelity would be crucial. As a board member he would work to remove barriers to success and to undo the systems that created the barriers. He believed that equity work had been the key focus of his career.

In response to the sixth question, Mr. Sequeira repeated that equity had been the focus of his life work and appreciated that the board was working hard to eliminate inequities. He said that it would be crucial to commit to start at kindergarten with a welcoming community for children of immigrant families, LGBTQ+ families, and those with special education needs. He added that staff of color also needed support. He recognized that the issues required funding.

In response to the seventh question, Mr. Sequeira said he was happiest when he was surrounded by students. He would support increasing the participation of student voice and recognized that the board would need to go to the students. He had promoted youth voice in his work and through a youth equity council. Students had collected and analyzed data and reviewed the inequities that they found. Mr. Sequeira continued that engaging students was an ongoing effort. He had attended many board meetings and seen the effort that boards made to include students in the meetings, but he wondered how students could be more included in the decision-making process. He wanted to be part of a district that promoted students to having an equal voice on the board.

Chair Newman thanked Mr. Sequeira for his time and introduced the next candidate, Andrew Ross.

In response to the first question, Mr. Ross said he would measure success by the word “thriving.” He considered mental health and social emotional learning to be just as important and should be intertwined in all subjects. He reported that Florida had banned certain math texts because they included social-emotional learning. He also considered that teacher retention was important because of the relationships they could make with students over time.

In response to the second question, Mr Ross said that it would be very important to have a standing agenda item at the board meetings for the community to come and make their concerns and opinions known.

In response to the third question, Mr. Ross said that he would respond to individual lobbyists by saying their requests were outside the role of the board’s authority. He added that he would listen and if possible, he would discuss issues with them as a citizen and not a board member. He would want people to feel heard.

In response to the fourth question, Mr. Ross considered that staff voice was very essential. Staff in buildings were the front lines of the district and their concerns should be listened to.

In response to the fifth question, Mr. Ross answered that offering free and reduced lunch to all students was an example of the ways in which the district created a safer environment for under-resourced students. He had been a criminal defense attorney and served as a court appointed counsel for many young people in poverty. He opined that many of the legislative measures were heavily biased to deliver longer sentences to those in poverty. He said he was often the first person of a middle-class background who cared what happened to his clients. He added that the burdens placed on the parents of under-resourced students made it more difficult to be involved in their children’s education.

In response to the sixth question, Mr. Ross recognized that there was a nationwide diversity and equity problem. People were trying to erase the racist past of the nation under the guise of certain policies. He referenced how many books were being banned by parents because the

stories represented black or gay and lesbian students. He relayed stories from his youth that formed his beliefs in equity.

In response to the last question, Mr. Ross said that the board needed to offer activities and a time to listen to the needs and voice of students. He had enjoyed hearing the student representatives report on their school's activities.

Chair Newman thanked Mr. Ross for his time and announced that the board would take a recess to attend the Budget Committee Meeting and would resume the interviews at 7:45 p.m.

At 7:45 p.m. Chair Newman reopened the board candidate interviews and welcomed Michelle Hsu.

In response to the first question posed by Chair Newman, Ms. Hsu responded that the board could provide the resources needed to implement House Bill 2845 before the 2026 timeline. Representation in the curriculum of historically marginalized persons would create a wider range of lived experiences, and could create safe spaces for students. Ms. Hsu continued that success would be measured by a decrease in incidents of bullying and harassment and an increase in curiosity and empathy. Ms. Hsu's second suggestion was to bring back librarians in every school to assist students in finding accurate information online and in books. She said it was important for students to learn how to determine misinformation and disinformation online. Students experienced all forms of connection, positive and negative, with each other online. Success would be measured in a student's ability to cite references, an increase in the accuracy of student work, and a decrease in the time it took for students to finish assignments.

Ms. Hsu added that students were experiencing a crisis of despair. The district needed to destigmatize mental health issues and to give students the opportunity to share their vulnerability. Success would be challenging to measure, but would mostly be determined over time. She said mental health issues should be of the greatest concern to everyone in the community.

In response to the second question, Ms. Hsu said that community engagement was to listen and ask questions to determine what the community needed. The board's role would be to accommodate students and staff by prioritizing needs. She would be able to use her language skills and cultural background to connect with Asian and Desi communities and was adept at connecting to persons of all backgrounds.

In response to the third question, Ms. Hsu said that if she was lobbied by people or organizations, she would let them know that it was outside the scope of her work, but would work to determine who might be able to assist them. She would direct them to the website which stated board members' roles and authority.

In response to the fourth question, Ms. Hsu said she believed in trusting district staff and did not believe in micromanaging. The board was a policy making entity and implementation was delegated to the superintendent.

In response to the fifth question, Ms. Hsu shared her experience growing up in New York with limited resources. She had a long record to assisting those in need. She said that the board could continue to provide assistance in a dignified and culturally responsive way.

In response to the sixth question, Ms. Hsu referred to the district's Equity Committee, which was a model for the state and which had prompted the Department of Education to mandate similar committees in all districts. She said that the district had elevated the voices of all communities and had also passed a racial harassment policy which was centered on those experiencing harm. She said that the work was ongoing. There would be trainings to foster an environment of inclusion. However, Ms. Hsu said that policies alone would not eliminate inequity. She would raise issues to the board as they came to her attention.

In response to the seventh question, Ms. Hsu said she was glad to hear that students would be members of the Equity Committee. It was important to hear student voice as often as possible. Ms. Hsu would work to promote student empowerment.

Chair Newman thanked Ms. Hsu for her time and introduced the next candidate, Jenny Jonak.

In response to the first question, Ms. Jonak said that it would be most important to involve the opinions of stakeholders who would be the most impacted to determine what success would look like. She wanted to get away from using standardized testing and instead find out from students what they considered success looked like. Ms. Jonak suggested that teacher retention was also important as a measurement of success, along with graduation rates in underserved communities such as Special Education. She added that she wanted to identify students who were in need of support early in their careers. She also wanted to increase social and emotional support services and to engage students in developing curriculum.

In response to the second question, Ms. Jonak said she saw the board's role as setting policy and policy goals. She would want the community to be invested in the policies that affected schools and to seek out representation for underserved communities. She wanted to meet with students and parents and engage in board community groups. The more equity the board could achieve in areas, the greater confidence the community would have in the district.

In response to the third question, Ms. Jonak responded that if someone was lobbying her, she would ask them to express their concerns to the whole board, so that together they could determine whether the need was in the scope of the board's authority and role. In her role as an attorney, she had experience responding to concerns of conflict of interest.

In response to the fourth question, Ms. Jonak said that the voices of staff were the most direct way the board could determine teacher satisfaction. They saw issues at a ground level that were not always contained in a report. She added that teachers also were aware of the unintended consequences of policy decisions and could suggest changes.

In response to the fifth question, Ms. Jonak said she had a lot of experience doing pro bono work for underserved communities and gave some examples. She was a teenage mother who had lived on welfare and understood the struggles of living below the federal poverty line including the daily stress that affected mental health. She said that half the country struggled to make ends meet and wealth inequality was growing. She added that the board needed to ensure that a student's educational experience was not affected by access to things that most people took for granted, such as technology and transportation and even wraparound care. She said that the board should always consider the hidden impacts of policies and to vet them through community stakeholders.

In response to the sixth question, Ms. Jonak thanked the board for passing the racial harassment policy and said that more could be done. She wanted to engage leadership in teachers of color and honor the histories of people of color and indigenous persons. In her childhood, she had not learned about the issues that impacted her own Asian culture. She said it was important to create spaces to talk about issues and to ensure that discipline systems were free from bias. She also wanted to bridge special education caps and invest in student support for mental health.

In response to the seventh question, Ms. Jonak responded that the pandemic had brought to light the issues of mental health that students struggled with. It also created disparity between student groups and a gap in the support systems that students received at school. She recommended involving students in as many decisions as possible to allow them to feel heard. She also suggested promoting students in journalism as a way to increase student voice on campus.

Chair Newman thanked Ms. Jonak for her time and introduced the next candidate, Daniel Patrick Isaacson.

In response to the first question, Mr. Isaacson said the single greatest impact to student success was the health of students, mentally and physically and gave the example that a student struggling with food insecurity would not come to school as ready to learn as someone who did not face the same challenge. He said it would be important to focus efforts in the district on mental health and secure the resources that students needed.

In response to the second question, Mr. Isaacson said that board members were the ambassadors of the district both in public and in the board room. Board members needed to be able to discuss the issues of the district at all times in a way that fostered trust. He added that board members should take a more active role in schools and suggested having forums throughout the region with mental health experts to create solutions.

In response to the third question, Mr. Isaacson said that lobbying for one's interests was natural and expected. He said that he would direct persons to the agency or group that could provide more information without being dismissive. He did not want to stifle activism.

In response to the fourth question, Mr. Isaacson answered that everyone's voice mattered and everyone deserved to be seen. He added that staff needed to trust the board to create a vision that could be implemented and in which the board were allies. Staff were at their best when they had insight into what was working and the vision of the board had broad community support.

In response to the fifth question, Mr. Isaacson responded that twenty percent of students in poverty meant that they were experienced food insecurity and unequal access to technology, among many stressors. He added that the board needed to recognize that not all students started the race at the same place with the same equipment and to do everything they could to increase equitable access.

In response to the sixth question, Mr. Isaacson said that the biggest problem of addressing inequity was how people thought about it and each other. To many, differences were more important than common humanity and the only thing that mattered were the distinctions they

could find. It would be important to understand what people had in common, and to recognize that everyone was caught in an “inescapable web of mutuality”.

In response to the seventh question, Mr. Isaacson responded that he wanted to hear from the students who did not raise their hand. He wanted to encourage students to engage others by fostering multiple lines of communication and arming them with the right tools.

Chair Newman thanked Mr. Isaacson for his time and introduced the next candidate, Thomas Hiura.

In response to the first question, Mr. Hiura responded that the important issues were connected to one another. The first issue that came to mind for him would be student health and wellness, which led to attendance issues, which ultimately led to an us versus them mentality that continued to impact student mental health. He referred to a forum that would be occurring later that day at Sheldon High School as an example of the ways that the district could use partnerships to support mental health.

Mr. Hiura continued that if a student had more control over their learning, they would be more interested in attending school, which would increase curiosity and mental well-being. He suggested decoupling mental health and mental crisis. He added that people of color were often not taken seriously in clinical settings and their pain was minimized. He reported that he had gotten a medical amnesty policy passed at his school to protect students who were self-medicating and were afraid to call for help when they needed it.

Mr. Hiura told a story about his experience of testing in school. He suggested that success would be better demonstrated by a variety of creative ways in which a student could show what they had learned. He added that illiteracy resulted in many issues later in life, including incarceration and violence.

In response to the second question, Mr. Hiura said that he would lead by example by visiting schools constantly. He had already reached out to schools to find out what their experience of the board had been so far. He had time to devote to a board position. He planned to work for the collective good. His memories of board members were either from graduation or rare visits to board meetings. He shared that he had support from many diverse communities for his candidacy.

In response to the third question, Mr. Hiura said his response would be to let the person know that they had been heard and then to assist them in finding the best person to direct their concerns. He said that he would not try to give persons the run around, but to try to assist them. He gave many examples of his legislative experience.

In response to the fourth question, Mr. Hiura said that everyone should feel that their voice mattered, but no group should be able to wield power so that their influence marginalizes another. He would fight for a living wage and try to create relationships that were built on trust so that he could learn what persons felt like they needed to improve their job. He added that it would be important to learn how best to solicit feedback.

In response to the fifth question, Mr. Hiura shared the ways in which he had been personally impacted by poverty. He then shared his thoughts about promoting ways in which students

could be successful after high school without having to attend college. He said that ambition and success should not depend on paying for college. He also shared his belief in labor unions and the rights of workers, and that no one's voice should be shut out, including those of students.

In response to the sixth question, Mr. Hiura recognized the work that the district had already accomplished including the rights of gay and lesbian students, and those who were multilingual. He considered equity to be his life work, and to get people to talk about equity without knowing they were talking about it. He added that it was his duty to undo the white supremacy that he may have been a part of. At the same time, he did not believe in cancel culture as a solution.

In response to the seventh question, Mr. Hiura recognized that issues that affected him in his youth had become more serious and that it was up to the adults to engage students who felt marginalized because of the ways that they were different. He was hoping that the board would give him an opportunity to represent the younger generation on the board.

III. ADJOURN

Chair Newman adjourned the meeting at 9:07 p.m.

Cydney Vandercar
District Clerk

Judy Newman
Board Chair

(Recorded by Eliza Drummond)

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

Date: May 18, 2022

The Board of Directors of School District No. 4J, Lane County, Eugene, Oregon, held an executive session at 5:30 p.m. and a regular board meeting at 7:00 p.m. at the Education Center, 200 North Monroe Street in Eugene, Oregon. Notice of the meeting was mailed to the media and posted in the Education Center on Friday, May 13, 2022 and published in *The Register-Guard* on Monday, May 16, 2022.

ROLL CALL

BOARD MEMBERS:

Judy Newman, Chair
Maya Rabasa, Vice Chair
Keerti Hasija Kauffman
Alicia Hays
Michelle Hsu
Gordon Lafer (via zoom)
Laural O'Rourke

STAFF:

Cyndey Vandercar, Superintendent
Kerry Delf, Chief of Staff
Brooke Wagner, Assistant Superintendent for Administrative Services
Jeff Johnson, Director of Elementary Education
Melissa Ibarra, Director of Elementary Education
Andy Dey, Director of Secondary Education
Kat Lange, Director of Educational Support Services
Kyle Tucker, Chief Operations Officer
Eric Anderson, Director of Curriculum
Lisa Fjordbeck, Executive Assistant / Board Secretary

STUDENT ADVISORY PANEL MEMBERS:

Violet Neal, International High School

EMPLOYEE ASSOCIATIONS:

EEA (Sabrina Gordon / Imelda Cortez)

MEDIA:

KRVM

I. EXECUTIVE SESSION

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

All matters discussed during executive sessions are confidential and shall not be disclosed without authorization by the school board.

II. REGULAR BOARD MEETING

III. CALL TO ORDER, ROLL CALL, FLAG SALUTE, LAND ACKNOWLEDGEMENT

Chair Newman called the regular board meeting to order at 7:06 p.m. and noted that all board members were present either in-person or via video teleconference. After the board recited the Pledge of Allegiance, Chair Newman read the Land Acknowledgement.

IV. AGENDA REVIEW

Chair Newman asked if there were any changes to the agenda. Vice Chair Rabasa asked to add an item for action regarding a complaint that had been submitted. Ms. Hays seconded the motion. **The motion passed 7:0.**

Vice Chair Rabasa asked to add an item for action to designate a board member to serve on contract negotiations for a future superintendent. Ms. O'Rourke seconded the motion. Ms. Hays asked whether it could be an item for information, instead of action, so that it could be discussed and considered. Chair Newman said that the issue could be moved for a vote on May 25. Ms. O'Rourke said that it was important to make the action soon. Ms. Hays responded that she wanted to follow a process of discussing an issue at one meeting and then voting on it at the next. She said that rushing to vote without time for consideration did not seem transparent.

Mr. Lafer said that in the past the decision regarding which board member would negotiate the contract with a superintendent finalist had been made by Leadership, so to have it on the agenda would be increasing transparency.

Ms. Hasija Kauffman said she needed time to learn and understand what she was voting on.

Ms. Rabasa said she had made the request based on conversation with Leadership and that there was a sense of urgency.

Chair Newman repeated that the action could be taken at the meeting on May 25. Doing so would still give time before negotiation of a superintendent contract would begin.

Ms. Hays asked to amend the motion to have discussion on the item at the board meeting that evening and have a vote on May 25. Vice Chair Rabasa agreed to the amendment. **The amendment passed 7:0. The original motion as amended passed 7.0.** The item would be discussed during Items for Information.

There were no objections to the agenda as changed.

V. INTRODUCTION OF GUESTS AND SUPERINTENDENT'S REPORT

Superintendent Vanderkar said that in the past week, the nation had experienced multiple acts of senseless violence. The events reminded everyone that the nation was too often confronted with hatred and violence. She said that the district was ready to support students and teachers and to reaffirm the commitment to be an anti-racist school district and to work to dismantle systems of racial injustice.

Ms. Vandercar said that the budget had been approved and would be moved forward for public comment before a vote.

VI. COMMENTS BY BOARD CHAIR

Chair Newman also acknowledged the violence occurring across the nation.

She continued that the district had been focusing on the superintendent search and had conducted interviews with four finalists. She said there had been seventy-five to eighty panelists on ten different panels. Participants had been nominated to create a broad and diverse representation that included the voices of typically underserved communities. All panelists received anti-bias training from the Alma Advisory Group and created the questions for their panels. The panels included students, representatives from different bargaining units, and board members.

Chair Newman thanked all those who had been involved in the panels and who listened or watch the interviews and responded to the survey. She also thanked the Alma Advisory Group and the board for the long hours they had committed to the process. Chair Newman said that the board would be conducting site visits and moving towards a final decision in the coming weeks.

Chair Newman had participated in the Respond, Question, Persuade training which focused on the signs and signals that youth demonstrated when they were considering suicide. She said that the most important thing she learned was to respond and to question and to recognize that emotions were real. She concluded that children were experiencing great amounts of depression, anxiety, trauma and hopelessness and there was much work to do to address the crisis.

VII. RECEIVE REPORTS FROM HIGH SCHOOL STUDENT REPRESENTATIVES

Violet Neal, student representative from the International High School, reported on the upcoming gathering that would bring together students from all the IHS campuses in the district and would highlight different student groups. It was also going to be a fundraiser for charitable organizations.

Violet said that students would soon be done with International Baccalaureate testing. There would be field days at the different campuses and there would also be a senior celebration at Sheldon High School. Student elections had occurred and she was excited about the incoming leadership for IHS.

VIII. ITEMS RAISED BY THE AUDIENCE

Chair Newman read the requirements for making public comment at a School Board meeting.

Roscoe Caron was a retired 4J teacher and a representative of Community Alliance for Public Education. He remembered the day many years ago when all the shop and home economics equipment had been removed from the school he worked in. He had been told that students would not need to learn those skills for the future. There was no consideration given to how

classes in manual arts reinforced theoretical classroom learning. The present demonstrated that there was now a shortage of skilled workers. Mr. Caron continued that standardized teaching and testing had been promoted as a way to remove racial and socioeconomic achievement gaps. He challenged the board to hire a new superintendent who was willing to speak up against experts and group think in order to make real change.

Larry Lewin was also a retired teacher and member of CAPE. He reminded the board that they had voted to clarify to teachers their free speech rights and professional responsibilities regarding standardized testing. He said that the action would foster honest dialog and increased transparency and communication. He disagreed with the term low stakes to describe standardized testing. He also asked for an opt out button to be placed on the district home page and for the district to determine how many teachers were using formative tests to have students show what they knew in positive and creative ways. He wanted 4J to create a balanced assessment system.

Quin Nelson was a teacher in 4J. He had been part of the English Language Arts curriculum adoption team. He wanted to give his support for the Wit and Wisdom curriculum. His classroom trials had been successful. Students were able to battle complex issues with a rigorous and content-rich lesson about the heart. They used metaphorical language to describe how the heart worked. All students had been engaged and he had been able to get creative and have fun with the curriculum. Students also created anatomical hearts out of clay. Mr. Nelson said that while diversity was lacking in the curriculum materials, he felt able to include other materials into the his lessons.

Ericka Thessen was the parent of students in the district. She said that the incidents in Buffalo reminded everyone that racism, hate and bias crimes were on the rise, including in Eugene. Ms. Thessen gave statistics to support her claim. She said that the district could reduce bias and hate crimes by implementing restorative and transformation justice programs; recruiting, hiring and retaining staff from marginalized communities; implementing curriculum that represent diverse communities; increasing mental health supports for students; and by having librarians in high schools and middle schools to teach media literacy and how to recognize dis- or misinformation. She asked for an education rooted in tolerance.

Marion Malcolm was a former teacher who appreciated the opportunity given to Sabrina Gordon to speak at the meeting on May 4. She said that feeling safe, seen and connected was essential to student well-being and the ability to learn, and it was critical to provide time for human connections at school. Using the additional instructional minutes could also provide additional passing time between classes and could raise morale.

Gloria Rojas de Russell was a teacher who had also had the opportunity to pilot new ELA curriculum. She shared some of the highlights, including the ability for students to work in pairs and small groups about a favorite topic, sharing information amongst the different groups. Students learned Spanish vocabulary. Ms. Rojas de Russell said that the curriculum helped to pique students' curiosity which increased their engagement and they learned more. Reading materials were at different levels so students had opportunities to access different texts that met their needs and sustained academic discussion. She added that the program had graphic organizers that help students to organize their thinking.

Ana Diaz Hansen was a teacher who had also piloted ELA curriculum from American Reading Company. She said that her students' work had demonstrated a higher level of thinking and engagement. She explained that bilingual education required teaching in two languages. Teachers were able to work one on one with each student at their level because of the way the curriculum was arranged. She saw her students challenged and learning in a good way.

Cherie (Sherry) Aaron was also a teacher and participated in the ELA adoption process. She was concerned that teachers would not have the skills they needed to use the new curriculum to its fullest. She said that the new adoption represented a fundamental shift from what they were taught before and would require learning how to teach reading all over again. She hoped that teachers would be given support and education so that they could all start on the same page. She added that the curriculum could radically shift reading ability especially for marginalized students, but teachers would need support to do it well.

Tana Bailey was a teacher and had also been on the ELA pilot committee. She used the same Wit and Wisdom curriculum that Quin Nelson had used. Students used socratic seminars and wrote in essays and poems. They learned fifty vocabulary words and about the anatomical functions of the heart. She added that many AVID strategies had been integrated into the lessons. She appreciated the integration of learning, and shared that students were able to choose the level of text that suited them. She recommended the program. She acknowledged all the staff who had worked so hard to implement the curriculum pilot program.

A member of the audience asked why others in the audience would not be able to speak on their concerns that evening. A disruption ensued.

After a recess, the board returned to the dais. Chair Newman said that the board appreciated that people in the audience may not have known how to sign up to make a public comment. The board would remove the item for action for which many of the audience had come to make public comment and would add time at a future meeting for public comment on the issue. She added that staff would make it clear how to sign up on the district website to make public comment.

Vice Chair Rabasa moved to table Policy KGBB – Firearms Prohibited until June 22. Ms. Hays seconded the motion.

Ms. Rabasa said that the item was being tabled to give audience members an opportunity to sign up to make public comment regarding the policy on June 22. Ms. O'Rourke said that people who did not have access to the internet could also call the front desk to sign up. Ms. O'Rourke said that she understood that the topic of discussion was difficult. She asked that those who sent emails criticizing the issue should also include their solutions. She added that public meeting laws did not allow for open dialog between the audience and the board. The board had convened to do business and if the audience insisted on interrupting, the Chair would adjourn the meeting.

Ms. Rabasa reiterated that the board could not engage in conversation with the audience. She suggested to the group in the audience that they designate a spokesperson to speak. Chair Newman suggested that the audience send emails or even ask to meet with a board member in person. She reiterated that the group board email was board@4j.lane.edu.

Chair Newman called for the vote to table Policy KGBB until June 22. **The motion passed 7:0.**

IX. COMMENTS BY EMPLOYEE GROUPS

Sabrina Gordon, President of Eugene Education Association, extended her gratitude to all the teaching staff and members of the Instruction Department who had been involved in the ELA adoption process which the board would be considering later in the meeting. She said that the work of curriculum adoption was necessary because students needed teachers who were continually improving their practice. The process was also messy because teaching was an art. The combination of the two created joy. She asked the district to provide professional learning opportunities; create time for student interaction and thoughtful lesson planning; and encourage a culture of autonomy within the structure of best practices. She concluded that the best way to experience and deliver joy was through shared power and responsibility.

X. COMMENTS AND COMMITTEE REPORTS BY INDIVIDUAL BOARD MEMBERS

Ms. Hays thanked the Budget Committee for their hard work and for the teachers who came to present at the board meeting. She had attended the Eugene Education Foundation dinner. She had also attended the Instructional Advisory Council meeting and had a chance to review the new curriculum. She said that it met or exceeded the requirements of the administrative rules. The equity tool and the equity lens had been used during the process. A video had been created to send to parents, which increased community participation by four hundred percent. Ms. Hays quoted someone as saying “the curriculum showed them what to teach and allowed them to use their creativity to craft how to teach.” Ms. Hays had also visited the Village School during her charter school review and had seen their outdoor classroom. She was looking forward to visiting the Coburg School.

Ms. Hasija Kauffman recognized Asian-American Pacific Islander Heritage month. She shared that up until the Pandemic, the AAPI was the largest growing community in the nation. She commented that many of the contributions that the community had made were rarely recognized, and history lacked a robust picture of their existence in the nation. She said that social studies educators were pushing to change the narrative and to dismantle structures that led to separation, hierarchy and assimilation. She wanted to continue supporting immersion programs because they recognized the worth of different cultures. She said there was much more to do, including combating the roots of implicit and unconscious bias. She said that the AAPI community was often compared to other communities of color in ways that did not recognize their struggle: they were often held up as a model society and not disruptive. She asked educators to look beyond what they assumed of AAPI students. They were not a demographic checklist, but individuals.

Ms. Rabasa said that her time in Memphis, Tenn. learning more about superintendent candidate Mr. Lin Johnson III had been very informative. She looked forward to having a similar opportunity with the other three finalists for superintendent. Ms. Rabasa also thanked the teachers who made time for their students to learn about the candidates and express their opinions. She said that the correspondence had been thorough and well-written. Ms. Rabasa had attended Kelly Middle School earlier that day and was overwhelmed by the state of the buildings. She said that the educational experience of both Kelly Middle School and Yujin Gakuen Elementary School students had been severely compromised. She described some of the issues and asked that the building be prioritized for attention and resources. She commented that students were in a

constant state of adaptation which was becoming the norm and could have long-term effects on their health. She said that the board needed to believe the people they heard from and take direct and meaningful action to increase trust in stakeholders across the district.

Ms. O'Rourke directed her comments to the lack of resources for mental health. She was concerned that students who had no understanding or ability to access help were at the highest risk of suicide. She said that there were students who had started school in second grade and high school students who had not attended in-person school for their freshman year. She promoted supportive life coaching, which was a preventive method to develop mental health skills before issues became a crisis. She said that while the word coaching seemed strange and elitist to some, regardless of what it was called, it could be a resource for students who felt hopeless and needed a mentor or coach on whom they could rely. She asked the board to think outside the box.

Ms. Hsu thanked Ms. Hasija Kauffman for sharing her feelings about Asian American and Pacific Islander Heritage Month. She continued that she and Ms. Hasija Kauffman had met with the Directors of Equity earlier in the morning and they both wanted to be involved in the work wherever they could participate. She wanted to determine why people did not feel like they belonged. She shared the work of the Western State Center <westernstatecenter.org>, which worked nationally to strengthen inclusive democracy and create cultures of acceptance. Their approach was anti-hate and encouraged connecting and relationships. Ms. Hsu opined that the perpetrators of recent atrocities did not feel like they belonged or had anyone to talk to. She hoped the next step in the equity work would be student involvement and she looked forward to hearing the outcomes of the Equity Committee meetings.

Mr. Lafer said that Ms. O'Rourke had been a moral beacon in recognizing the poor and working-class in the community and was the leading voice calling to ensure that no one was being paid a poverty wage. She was asking for the lowest wage to be increased to \$18. Mr. Lafer shared the story of a staff member who was leaving the district due to low pay and lack of respect. She had been forced to use credit to be able to purchase necessary items. He said that one could not teach justice and democracy and at the same time pay staff a less than living wage. He said that he would be supporting the \$18 wage.

XI. CONSENT GROUP - ITEMS FOR ACTION

1. Approve Routine Personnel Actions
Presenter: Karen Hardin, Director of Human Resources

2. Approve Meeting Minutes for May 1, 2022; May 2, 2022; May 9, 2022 and May 12, 2022

Vice Chair Rabasa and Ms. Hsu seconded the consent agenda. Ms. O'Rourke asked to learn more about the resignations on the consent agenda. She asked what the district was doing to retain staff. Chair Newman suggested putting the topic as an item for information at the next meeting. Ms. Hsu asked to receive an analysis of the exit surveys. Ms. Rabasa also asked to hear how many persons in the last two years have availed themselves of the exit survey. Chair Newman said she would bring the topic up in the section suggesting items for a future meeting.

Chair Newman called for the vote to approve the consent agenda, **which passed 7:0.**

XII. ITEMS FOR INFORMATION

1. Receive an update on (CTE) Career Technical Education

Presenters: Andy Dey, Director of Secondary Education and Tia Holliday-Odegard, Curriculum Administrator

Mr. Dey said that he would organize his presentation through three areas: graduation—offering multiple pathways to high school graduation; career—preparing students for their goals after high school; and community—connecting students to the community. Mr. Dey reported that students who had two or more credits in CTE pathways had a higher graduation rate. Programs that appealed to a broad range of students or had core content included in their curriculum were very popular. Not all four high schools offered the same programs, but all CTE courses were available to students regardless of their neighborhood school.

Mr. Dey continued that the objective of the CTE program was to ultimately connect students to high wage, high demand work opportunities through training that was relevant and had real-world applications. Students left school with the skills they needed to be competitive and connected to issues that they cared about in their community. Skills were applied, not theoretical.

Mr. Dey reviewed the areas of improvement. Foremost was the need to expand communication about the program, which would lead to proportionate representation of the student population. He hoped to expand to allow easier access to students who were interested in a program that might not be in their neighborhood school. Additionally, there would be an ongoing need to ensure that programs were aligned with industry standards, which would occur through system-level planning and support. Staff also recognized the need to increase access to work-based learning opportunities through internships. The final area of improvement was community support: Mr. Dey indicated the need to make community partnerships integral to the program by removing barriers to their participation. He added that it would be important to highlight issues in the community that students could address through the programs of study.

Mr. Dey showed graphically how the district was not taking advantage of community and industry partnerships. The process to improve would include a cycle that included identifying projects and defining key outcomes, creating curriculum, doing the work, and then improving the program by determining whether students had learned the skills to complete the project.

Included in the board packet was a list of programs at each of the high schools, including computer science, culinary arts, graphic arts, journaling and broadcasting, architecture and construction, early childhood education, engineering, health sciences, and natural resources management.

Ms. O'Rourke asked how many students left school with certificates to show their skills to employers. Mr. Dey said that the program did not have at the moment industry-recognized certifications in all the programs, but the Oregon Department of Education expected it in the future. The program was designed so that students would be ready for an entry-level job in a high-demand field, however, additional training and certification might still be required.

Ms. Hasija Kauffman asked how the programs were chosen for each school. Mr. Dey said that the programs had been in place at different schools and had been enhanced through the CTE program. Construction technology had recently been added, and health sciences would be added soon at North Eugene High School. Staff planned to survey students to see what they wanted to add.

Vice Chair Rabasa asked whether someone had been hired for the “Kids Down South” position and whether it would become part of the CTE program. She also asked about whether a teacher needed to be certified to teach CTE, to which Mr. Dey responded that teachers did indeed need to be certified to teach CTE specific program, and explained the process. He was not certain whether the position in question had been filled. Ms. Rabasa also wondered whether the district was reaching out to local unions to see whether apprenticeship positions were available to students after school. Mr. Dey responded that they were beginning to make contact with different unions, but would be better prepared once they had a proven CTE program.

Mr. Lafer asked what it would take to move onto a bigger construction program; and would there eventually be programs that combined construction skills with policy education; and how could the district make courses that were not at a student’s neighborhood school more accessible.

Mr. Dey said that they were already exploring the possibility to get involved in a tiny home build program in the South Eugene region. In addition, teachers who had CTE certification along with other certifications in language arts, mathematics, and social sciences were being sought. The hope was to allow a student to combine interests. He gave examples of innovative ways that students could combine CTE programs on building sites. Mr. Dey believed that scheduling logistics would be part of future conversations to reduce barriers for student to take courses at other locations.

Ms. O’Rourke asked whether a person would be hired to focus solely on the CTE program. Ms. Tia Holliday-Odegard, the college and career readiness coordinator, was responsible for managing the program. Mr. Dey added that the district had just entered into agreement with Elevate, a Connected Lane County initiative, that focused on career-connected learning. They had partners in technology, design, construction, and manufacturing. Ms. O’Rourke expressed her frustration that the need for CTE programs was so great. She wanted to see more effort put into career education so that students could graduate with job-ready skills. She also referred to the diagram that included the relationship between the district and community and industry partners and asked that government partnerships also be included.

Chair Newman thanked Mr. Dey for his presentation.

2. Receive an Update on the North Region Planning for 850 Howard Avenue
Presenters: Cydney Vandercar, Interim Superintendent and Brooke Wagner,
Assistant Superintendent for Instruction

Superintendent Vandercar shared that Ms. Wagner would present the plan as it existed, review the meetings that they had already attended, and review next steps in the process.

Ms. Wagner reported that she and Superintendent Vandercar had met in April with the North Eugene Regional steering committee—which included teachers and administrators from both buildings, instructional and facilities staff—to have in-depth conversation with both schools and to make plans for the spring. As a result, staff determined that the two schools wanted to

have in-person meetings separately and together. Staff had also been sent an anonymous survey. In June, Ms. Wagner would meet with staff from both programs to report what had been learned so far and to plan how to proceed with community engagement.

She said that the possible options were to collocate the two schools, separate them, or move them to a different location, but nothing would happen in the fall. She added that they had noted many of the issues that Vice Chair Rabasa had mentioned and would be focusing on them in the immediate future. Dates for all the meetings had been provided in the past Friday Memo.

Ms. Rabasa asked who would be held responsible for the decision of the final program locations: was it a board or superintendent decision? She also wondered whether the immediate needs would be in place by the end of the year. She was hearing urgency from parents who were making decisions for the upcoming school year.

Ms. Wagner clarified that Ms. Rabasa was looking for concrete information about changes the upcoming year in a timeframe that would allow families to make decisions. They would communicate those decisions to the staff and families prior to the year ending.

Superintendent Vandercar said that the board would be asked to make final program decisions. There would be financial implications attached to the decisions.

Ms. Rabasa urged the district to look at staffing through the equity lens before they made decisions. She hoped that the programs would be prioritized.

Mr. Lafer agreed that the issues needed to be treated with urgency. Families were choosing to withdraw their children from the program. He remembered that there had been an agreement made that staffing would not be cut even if enrollment fell. He asked that Vice Chair Rabasa be officially added to the committee to fill the spot that Ms. Walston held. He also wanted to clarify the role of the committee. He did not want to ask people to give input if there was no action taken. He shared the suggestions of a parent: to be clear about the role of the committee; to add parents as a permanent part of the committee; to have the funds from the last bond be made available; and to include the Kelly and Yujin Gakuen programs be included in the next bond.

Ms. O'Rourke proposed to add Vice Chair Rabasa to the committee. Chair Newman said that it was her decision to make whether a board member should join the committee, and she wanted to determine whether either of the new board members were interested in being added. Ms. O'Rourke said that the issue had been a mess all year and there was a board member who was interested. She wanted to show that the board was paying attention and was doing their due diligence. Ms. Rabasa affirmed that she was interested, so Chair Newman agreed she should be added to the committee.

Superintendent Vandercar also clarified that after they had time to fully hear from staff, they would add parents to the committee as well.

Mr. Lafer asked to whom the committee reported to. He said that it had not been defined. Chair Newman said that it was not a committee of the board.

Ms. O'Rourke made a motion to create a joint superintendent/board committee to discuss the issues of the Yujin Gakuen and Kelly Middle School programs. Ms. Hays said that if it was a board committee, there would be additional rules.

Chair Newman reminded Ms. O'Rourke that they were discussing an item for information. She asked that if Ms. O'Rourke wished to make a motion, she add it to the items for action. Ms. O'Rourke agreed.

Chair Newman added her concern that the topic had not been discussed prior to the meeting.

Ms. Hays said she could sense how passionately Ms. O'Rourke's felt about the issue. She looked forward to hearing reports from Ms. Rabasa who would be on the committee, and to determine the best way forward.

Ms. Rabasa said that Ms. O'Rourke could make a motion for whatever she wished. She said that to make the committee a board committee would add some oversight that was needed.

Mr. Lafer seconded the motion that Ms. O'Rourke made earlier to have the committee regarding the Kelly and Yujin Gakuen communities be a board committee. Ms. O'Rourke restated her motion: to add to the items for action to make the Kelly/Yujin Gakuen transition committee a joint committee of the superintendent and board.

Ms. Hays asked what the rules were determining a board committee: she specifically wanted to know whether the board would need to vote to determine the make-up of the committee. Ms. O'Rourke called for the question. Chair Newman asked for a vote to see whether there would be additional discussion. **The call for the question passed 5:2** with Vice Chair Rabasa, Ms. O'Rourke, Ms. Hsu, Mr. Lafer and Ms. Hasija Kauffman voting yes, and Chair Newman and Ms. Hays voting no.

Chair Newman asked for a vote to make the North committee a joint superintendent and board committee. **The motion passed 5:2** with Vice Chair Rabasa, Ms. O'Rourke, Ms. Hsu, Mr. Lafer and Ms. Hasija Kauffman voting yes, and Chair Newman and Ms. Hays voting no.

XIII. ITEMS FOR ACTION

1. Consider Revisions to Board Policies GBA – Equal Employment Opportunity; IGBB – Talented and Gifted Program; JFCJ – Weapons in Schools; and adoption of Board Policy KGBB – Firearms Prohibited
Presenter: Christine Nesbit, General Counsel

Chair Newman clarified that Board Policy KGBB-Firearms Prohibited had been removed from the docket for that evening.

Ms. Delf said that board policies GBA-Equal Employment Opportunity; IGBB-Talented and Gifted Program; and JFCJ-Weapons in Schools, had minor changes that had been added for clarity.

Chair Newman entertained questions. Ms. O'Rourke said that Policy GBA seemed to be missing important language. She asked to amend the policy to have someone in charge of overseeing all the protected classes not covered under the Americans with Disabilities Act and Title IX. Ms.

Delf clarified that the second paragraph would include language that the appointed coordinator would oversee all protected classes and that they would be listed.

After a question from Ms. Rabasa, Ms. Delf clarified that the board could either create the amended language that evening, or table the policy until Ms. Nesbit amended the language. Ms. Rabasa moved to table until Ms. Nesbit could address the issues that Ms. O'Rourke had made. Ms. Hasija Kauffman seconded the motion.

Ms. O'Rourke said that she wanted to list specifically those items not mentioned in paragraph two. Chair Newman said that Ms. O'Rourke's requests would be forwarded to Ms. Nesbit.

Chair Newman called the vote to table the policy until June 1. **The motion carried 7:0.**

Ms. Rabasa moved to accept the revisions to Board Policy IGBB-Talented and Gifted Program. Ms. Hasija Kauffman seconded the motion. **The motion carried 7:0.**

Vice Chair Rabasa moved to accept Board Policy JFCJ – Weapons in Schools. Ms. Hasija Kauffman seconded the motion. There was no discussion. **The motion carried 7:0.**

XIV. ITEMS FOR ACTION AT A FUTURE MEETING

1. Consider for Adoption – Elementary Language Arts Curriculum
Presenters: Eric Anderson, Director of Curriculum; Katie Stiles, Literacy TOSA;
Lynette Williams DLI TOSA

Eric Anderson thanked the adoption team. He introduced Cherie Aaron, a teacher leader who had worked on the adoption, and Teachers on Special Assignment Katie Stiles, Eileen Thomas, Leah Willow, Sarah Knudsen and Lynette Williams (World Languages). They had led the process with integrity and passion.

Katie Stiles said that the process had taken nine months. She thanked the teachers on the pilot team who had been dedicated and committed to finding high-quality materials.

Ms. Stiles showed data indicating that the proficiency rate in third grade language arts had declined in the last five years with the highest decline being among underserved communities and ethnicities, students with limited English proficiency, homeless, and migrant students. The data had helped to ground the team in determining who the new curriculum was for. The purpose was to create equitable outcomes and improve achievement for all students.

The current curriculum was fifteen years old and many teachers had to supplement it with newer material. Instead of asking teachers to enhance sub-par curriculum, the district had worked to determine a new materials adoption that would be provided to all teachers.

Ms. Stiles then showed the process overview: Launch the process in August-December 2021; Pilot in January to May 2022; Evaluate and Report in May 2022; Adopt in May 2022; and Implement in August 2022. She reported that the team had presented to the Instructional Advisory Council who had reviewed the process and given positive feedback. The Instructional Leadership Team reported to the Superintendent, who was bringing forward the recommendation to approve the adoption.

Equity was at the forefront of decisions throughout the process, including in the composition of the pilot team, by using culturally responsive materials, equal access to literacy, teacher input and feedback, culturally responsive instruction, community input and through the use of the 4J Equity tool and lens. Ms. Stiles shared a quote from the National Equity Project. She added that the team had recently used the equity lens to examine how the use of the chosen curriculum would impact underserved groups and how the team could eliminate barriers. The board was given time to read quotes from the process.

Ms. Stiles that the pilot team had met to rate the process. More than ninety percent of teachers said that they had sufficient opportunity to share input and feedback. Eighty-four percent chose the Wit and Wisdom/Fundations/Geodes suite as the new curriculum, and some teachers chose to keep the current curriculum. Ms. Stiles shared particulars of the suite, included in the slides. Skills taught included reading, writing, speaking and listening.

Ms. Stiles reported that one hundred percent of the Spanish Language Arts teachers recommended the American Reading Company (ARC Core), an aligned Spanish/English program that included teacher guides, core texts, thematic libraries, foundational skills, decodable texts and trade books.

The cost to the district would be 4.8 million for curriculum for grades K-5 for seven years.

Ms. Stiles moved onto a slide that showed the implementation plan. She said that the well thought out plan included time to plan as teams and individuals, received professional development and make adjustments as needed.

Chair Newman thanked the group for the presentation and asked if there were any questions from the board.

Ms. O'Rourke asked whether teachers would be able to adopt the new curriculum into their classroom work as they saw fit. She wanted to respect teacher's individual teaching style. Ms. Hasija Kauffman also asked how prescriptive the curriculum was, whether teachers were prescribed a certain amount time every day, and whether they could integrate their pedagogical style.

The panel answered that Wit and Wisdom provided the structure, but teachers were able to create their own lesson plans. There were four modules for the year, each of which were eight weeks. There were also trade books available.

Mr. Lafer gave his appreciation for the hard work of the staff. He wanted to know what the balance was between using additional materials and teaching the curriculum to fidelity. He wondered how much choice there was, and how much teachers could choose to use their materials. Additionally, Mr. Lafer wanted to know how much reading would be made available for the pleasure of reading.

The panel responded that the staff had voted resoundingly to adopt the Wit and Wisdom curriculum and added that schools all had instructional minutes set aside for different subjects each day. The curriculum provided ways to break down those minutes into certain areas of learning to give structure but allowed flexibility and professional autonomy to do what was best for students.

The group shared that there were core texts, assessments and lesson plans, and then there were additional books that a student could choose to further explore a topic of interest.

Ms. Williams added that the American Reading Company, the curriculum chose for the Spanish Language immersion programs had a similar structure. Teachers were excited about students' enthusiasm for the materials. She said it would take time to create new courses, but that with support from instructional staff she felt that they could have a positive start to the year.

Mr. Lafer was still not clear how much teachers would be able to use different materials if they determined that it would support their students' learning and whether they needed to show that they had spent a certain amount of time on certain curricular materials.

The group responded that the curriculum was interdisciplinary and allowed time for the teacher and students to explore a topic deeply and pursue their passion in different ways. Most often a lack of foundational skills was the barrier to a student reading for pleasure, and ensuring that foundational learning happened removed the barrier to pursuing topics of interest through reading, which had the benefit of increasing students' skills.

Ms. Aaron shared her student's success with foundational learning through the new materials. She was excited to see their enthusiasm for learning. She added that students enter school with radically different fine motor skills, so the use of magnetic letters allowed them to be successful as they also improved skills. She gave an example of creating news stories from different topics in a child's life.

Ms. Rabasa appreciated the process to find a new curriculum that was inclusive, and especially that teachers had been included in the pilots. She asked whether staff knew why some teachers had voted to keep the current curriculum Journeys and also what input staff had received regarding teachers who did not feel like they had been included in the process. Ms. Stiles said that they had not asked the teachers who wished to keep the current curriculum what their reasons were. She said that on a scale from one to five with five being the highest, they received very few ones and the answers were anonymous. Ms. Rabasa asked that in the future, staff give the opportunity for people to give their reasons for voting the way they did.

Ms. Rabasa continued that she was very excited that the new curriculum would provide support for teachers who were new, or needed assistance in developing their lesson plans, but at the same time she was concerned that veteran teachers would have to learn a whole new system and would be asked to stop using the curriculum that they had developed over the years. She wondered whether it might force some veteran teachers to leave the profession.

Mr. Anderson said that the skillset of teachers with twenty years of experience would be unreplaceable. Those teachers would be important in the implementation of the new curriculum. He said that the team understood that no curriculum would be perfect and that is where the experience of master teachers would be invaluable as the district pursued a three-year goal to fully develop the curriculum. New teachers needed mentors and fabulous teachers to show them the way. The team was asking for a commitment to give the new curriculum a chance. Data showed that complete autonomy had not work across the district. The new curriculum would provide a foundation on which everyone could build.

Mr. Anderson said that through the process, teachers were rethinking how to teach reading. New methods would enable them to use their skills and talents in teaching.

In response to a question from Ms. Rabasa regarding whether using curriculum was mandated, Mr. Anderson said that board policy stated that teachers would follow board approved adopted materials, so it could be considered a mandate, but there would be time to add additional resources and to scaffold learning. The team was looking for a collegial and collaborative environment to build a scope and sequence. The love and ability of a teacher would come through. The hope was that the new adoption would provide the same tools for everyone regardless of their experience.

Ms. Hasija Kauffman asked how often the metrics that the team showed at the beginning of the presentation would be measured and taken into account. How would they know if it was working for everyone. Ms. Stiles responded that there were formative assessments built into the program as well as the assessment that was done during third grade. Ms. Williams added that the formative assessments built into the ARC program allowed a teacher to give students additional goals to increase their reading and abilities. The goals were designed to be used by all students regardless of their abilities.

In response to a question from Ms. O'Rourke regarding whether special education students would have access to the same curriculum, the panel responded that the curriculum provided foundational skills that were learned through different methods such as talking about art and using language in ways other than writing. The purpose was to create learning communities so that everyone had information to share and learn from and to level the playing field. Ms. O'Rourke asked how technology such as speech to text would be used. She was concerned that there would be only certain ways in which students would be assessed on their abilities and knowledge. A panel member said that as soon as the curriculum was adopted, the team would begin to adapt texts for different learning methods and she was excited to demonstrate to the board.

Ms. Williams said that library services would be able to adapt texts for auditory and other learning modes quickly, as they had always done. Ms. Stiles added that in her experience, if a student was provided appropriate teaching in foundational skills at an early age, many of the struggles with literacy did not manifest later in life. Ms. O'Rourke added that she hoped the grammatical errors that had been found would be fixed before the materials were distributed to students. Ms. O'Rourke also asked whether there would be enough materials for all students.

The group clarified all the ways in which students would be able to show their learning. Special education students would be able to develop their skills more deeply because of the breadth of the curriculum. Ms. Stiles added explained that the group had considered the amount of books needed to ensure optimum learning at each grade level and it was included in the price that had been given earlier. Mr. Anderson said that he would provide additional information in the Friday Memo.

Ms. O'Rourke said that she had not been able to find any reviews of the program online and asked whether the team had been able to find any to use as references. Ms. Stiles responded that they had been able to find other districts that were using the curriculum and that their feedback had been helpful. She was not sure whether the equity lens had been used with

reviews from the other districts. Ms. O'Rourke added that when the equity tool was used in the future, she wanted to see the results in writing.

Chair Newman thanked the pilot team for all their work. She appreciated the inclusiveness and the use of the equity tool. She was looking forward to seeing that the formative tests showed an increase in grade level reading. She reminded the team that they were going to send the revised presentation they had used, the breakdown in costs for materials at the various grades, and the information from their use of the equity tool.

ADDITIONAL ITEMS FOR ACTION AS A RESULT OF THE EXECUTIVE COMMITTEE EARLIER IN THE DAY

Chair Newman stated that the board had overlooked items that had been added during the executive session.

Ms. Rabasa moved that the board hold an open public hearing in response to a complaint they received on March 17, 2022. The hearing would be held before June 15. The date, format and ground rules for the hearing would be determined by the board during an intervening meet of the board and would be communicated by written notice to the complainant and respondent before the hearing. Ms. Hsu seconded the motion, **The motion passed 7:0.**

Chair Newman added that the board needed to choose a person to work with staff to finalize contract arrangements with the finalists for superintendent. She reminded the board that they would still vote for the finalist and to ratify the contract. Ms. Hays said that usually the person chosen was the chair, but if Chair Newman had a reason she decided not to do it, the board could discuss another person.

Mr. Lafer remembered that the board ultimately voted to approve the contract, but did not have any input in creating the contract. Chair Newman summarized Ms. Hay's past experience when the board chose their finalist, the board member who had been chosen to negotiate the contract met with the candidate to finalize the contract and brought back questions to the board, and finally, the board ratified the contract.

Ms. O'Rourke said that she was concerned when she heard that something was being done the way it was always done. She wanted to discuss how the board would decide to have their own process. She wanted to send someone who was experienced in negotiations to be the person to act as a negotiator. She also wanted the process to happen in real time. Ms. Hasija Kauffman asked whether the board designated the process and contractual terms. She wanted to know what she was making a decision about. Chair Newman said that she would ask staff to send examples of contractual language.

Ms. Hsu agreed that she had no clarity on the process, who would do the work, and how decisions would be made. Ms. Hasija Kauffman asked for a list of responsibilities.

Ms. Hays suggested that the board gather to determine what their terms of hire would be. She added that it was important to her to follow past protocol because there was a history of process available.

Ms. O'Rourke was concerned that the process sounded messy. She said that Ms. Hasija Kauffman and Ms. Hsu were experiencing the same issues she had confronted when she was a new board member and she thought that it had planned that way to create confusion.

Ms. Hasija Kauffman asked for a list of her responsibilities for the process of hiring a superintendent.

Chair Newman apologized that she had not sent the information earlier. She again suggested that the board look at past contracts so that they could use them as examples.

Ms. O'Rourke wanted to determine the guidelines for negotiation. Ms. Hays and Ms. Hsu agreed.

There was additional discussion about how to move forward. The board would meet to look at past contracts, discuss the negotiation process, and decide on a representative for negotiations.

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

Chair Newman summarized that there would be executive sessions and meetings in the week of May 22.

Ms. Delf added that the board had tabled discussion on Board Policy GBA – Equal Employment Opportunity until June 1, and Board Policy KGBB – Firearms Prohibited until June 22. The board would meet to decide the date, format and ground rules for the public hearing on the complaint. Mr. Lafer remembered that they would also vote at the June 1 meeting on instructional minutes and the policy version of a memo regarding teacher rights to free speech.

Ms. O'Rourke asked whether there would be future action to determine who would be on the North Region committee. Ms. Hays appreciated having a board and staff committee, but she wanted to know all the requirements for creating a new public committee.

Ms. O'Rourke also wanted a discussion about the complaint process and how it would be used equitably with board members. She considered the current system to be racist. She thought that the structure was being used to suppress a board member. There was board support for Ms. O'Rourke's request.

Mr. Lafer remembered that the board had voted in the affirmative to create a board committee about the North region meeting. He wanted to have further discussion about how it would be organized. There was board support for Mr. Lafer's request.

2021–22 Board Meeting Dates:

MAY: Wednesday, May 25

JUNE: Wednesday, June 1; Wednesday, June 8; Wednesday, June 22

XVI. ADJOURN

Chair Newman adjourned the meeting at 11:53 p.m.

Cydney Vandercar
District Clerk

Judy Newman
Board Chair

(Recorded by Eliza Drummond)

DRAFT

**MINUTES OF THE EXECUTIVE SESSION AND SPECIAL BOARD MEETING
OF THE BOARD OF DIRECTORS
SCHOOL DISTRICT 4J, LANE COUNTY, OREGON**

Date: May 23, 2022

The Board of Directors of School District No. 4J, Lane County, Eugene, Oregon, held an executive session at 6:00 p.m. and a special board meeting immediately following via video conference and at the Education Center, 200 North Monroe Street in Eugene, Oregon. Notice of the meeting was mailed to the media and posted in the Education Center on Friday, May 20, 2022 and published in *The Register-Guard* on Monday, April 23, 2022.

ROLL CALL

BOARD MEMBERS:

Judy Newman, Chair
Maya Rabasa, Vice Chair
Keerti Hasija Kauffman
Alicia Hays
Michelle Hsu
Gordon Lafer
Laural O'Rourke

STAFF:

Cydney Vandercar, Superintendent
Kerry Delf, Chief of Staff
Christine Nesbit, General Counsel
Lisa Fjordbeck, Executive Assistant / Board Secretary

MEDIA:

KRVM, Double Sided Media

I. EXECUTIVE SESSION

The board convened in executive session to conduct deliberations with persons designated by the governing body to carry on labor negotiations pursuant to ORS 192.660 (2) (d); to consider records that are exempt by law from public inspection pursuant to ORS 192.660 (2) (f); and to consider the employment of a public officer, employee, staff member or individual agent, pursuant to ORS 192.660 (2) (a)

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

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

II. SPECIAL BOARD MEETING

Chair Newman called the meeting to order at 9:22 p.m.

III. ITEMS FOR ACTION

1. Designate A Board Member to Negotiate a Contract with the First Choice Superintendent Candidate
Presenter: Judy Newman

Ms. Newman said that the board had briefly discussed in executive session what the process of negotiating a contract with the new superintendent would be: once a first choice had been chosen, one board member would meet with them to make initial negotiations; the entire board would be involved in setting the parameters of the contract; and final decisions would be made in public.

Vice Chair Rabasa moved that the board authorize Gordon Lafer to negotiate a proposed agreement with the board's first choice for superintendent once that decision has been made, subject to the negotiation parameters provided by the board. Ms. O'Rourke seconded the motion. **The motion passed 6:1 with Chair Newman, Vice Chair Rabasa, Ms. Hasija Kauffman, Ms. Hsu, Ms. O'Rourke and Mr. Lafer voting for, and Ms. Hays voting against.**

Ms. Nesbit asked whether the board would provide negotiation parameters. After a brief discussion, Ms. Nesbit said that she would work with Ms. Rabasa regarding sample documents to review at a future meeting.

2. Review Parameters for a Public Hearing on a Complaint Received March 17
Presenter: Judy Newman

Chair Newman entertained a discussion regarding a complaint that the board had received. The board had decided to hold a public hearing, so the discussion at hand was to determine how the hearing would be organized.

Ms. O'Rourke requested that written material be submitted by both the complainant and the respondent. The written material would be the basis for discussion during the hearing. Ms. O'Rourke also requested that both complainant and respondent have available to them a professional advisor, and that a person of color be hired to be the hearings officer. Ms. O'Rourke suggested Dallas Boggs, Commissioner at the Eugene Police Department.

Chair Newman summarized the conversation. There was a discussion for clarifications. Ms. Hasija Kauffman asked whether a written description of the parameters would be provided in advance to each person, including what had been discussed and also the times allowed to speak, a description of the person who could represent each party, etc. Chair Newman said she was hoping to get as specific as possible, then create a written document that could be sent to the complainant. She asked whether the hearing would be part of a regular board meeting or at a different date and time, and whether the board would receive the written material ahead of time.

Chair Newman said that Ms. Nesbit had a draft ready to discuss.

Ms. Hsu wondered whether the proposed outcome for the hearing would be included in the document provided to both parties. Mr. DeFreest, district counsel, responded that the hearing would be for fact finding and to gather evidence. The meeting would not be outcome driven, but after hearing pertinent facts by both the complainant and respondent, the board could decide on an outcome.

Ms. O'Rourke was not comfortable with the process being proposed by Ms. Nesbit and Mr. DeFreest. She considered it skewed to force her off the board. She was asking for policy related to hearings so that she could consider facts and not opinions.

Ms. Nesbit said that Administrative Regulation KL-AR was the district complaint procedure, but did not provide detailed guidance on what a hearing might be comprised of. She continued that there were fundamental notions of due process, such as providing an opportunity for both parties to be heard, but other than that it was up to the board to decide. She added that there was state law related to executive sessions regarding employees, but it did not relate to the topic at hand.

Ms. O'Rourke did not consider that she was being provided the same due process as the complainant. She wanted to have presentations regarding white supremacist and tone policing as part of the hearing, and asked the board to make it clear to the public that they did not appreciate persons using the complaint process to promote white supremacy and racial harassment.

Ms. Hasija Kauffman was ready to begin creating a process for the hearing. She had begun a document that she was willing to share.

Chair Newman remembered that June 7 was the date considered. The board had agreed to have the hearing separate from a regular board meeting. Ms. O'Rourke wanted it during a regular board meeting so that the public would hear it. There was additional discussion about the date, during which it was suggested to postpone the hearing until after June 15, 2022. Dates suggested for consideration were June 8, June 22, or during September.

The board worked together on a document that outlined what the parameters of the hearing would be. There was a discussion whether to allow additional supporting written testimony. Mr. Lafer said that it should be limited to facts, not character-based.

Ms. Nesbit asked to clarify what limitations might be placed on documentation. Ms. O'Rourke was concerned about who would define what was relevant.

Ms. O'Rourke said that she hoped the process would be educational to the district, and not an admonishment.

In response to Ms. Hasija Kaufmann, Chair Newman agreed that it might be better to wordsmith the document of parameters outside of the current meeting. She suggested each board member edit it and then it could be compiled. Ms. Nesbit said that the document needed to be finished in a public meeting. She suggested that the board also consider using Mr. DeFreest's document as well. In response to a question from Chair Newman, Ms. Nesbit said that the board could create a subcommittee to make a recommendation.

Vice Chair Rabasa moved to direct counsel to enquire about an extension for the hearing to the first meeting of September. Ms. Hsu seconded the motion. Ms. Rabasa said that the board could work on the document during the two meetings in August. **The motion passed 7:0.**

Vice Chair Rabasa moved to establish a subcommittee to set the guidelines and parameters of the hearing for vote by the board in a public session. Ms. Hsu seconded the motion. **The motion passed 7:0.**

Vice Chair Rabasa moved to name Ms. Hays, Mr. Lafer and Ms. Hsu to the subcommittee. Ms. Hasija Kauffman seconded the motion. **The motion passed 7:0 (Ms. O'Rourke added her vote after her comment below.)**

Ms. O'Rourke wanted to make sure that the subcommittee would not make decisions without the vote of the full board.

3. Discuss Board Member Safety and Safety Protocols for Public Meetings

Presenter: Chair Newman

Chair Newman gave the board an update of what had been learned since the meeting on May 18, 2022. She had not found any policies that related to the topic and had reached out to the Oregon School Boards Association. She had received a toolkit created jointly by the OSBA and the Coalition of Oregon School Administrators, which she had forwarded to the board. Chair Newman said that she wanted the board to consider adding a statement before the public testimony portion of the board meeting; to add security at the board meetings; to consider having a board safety training; and to possibly create a board policy regarding conduct at meetings.

Ms. O'Rourke shared the background for the discussion. She had asked for a policy regarding racial outbursts at public meetings. She said that the response by staff and board members had been tepid. She was upset that no action was being taken to stop the personal, racial attacks. She was concerned that she was becoming a target to potential action.

Ms. O'Rourke was asking for security for her and her family. She was also asking for security for herself and all board members at meetings.

Chair Newman gave an update on having security guards at board meetings. She added that a safety assessment could be done, as well as training for board members. She referenced the toolkit again.

Ms. O'Rourke also asked that a person making racially offensive comments be removed from public comment.

Chair Newman shared Board Policy KGB – Public Conduct on District Property.

She wanted the board to determine at what point security might be called.

Ms. Rabasa acknowledged that what Ms. O'Rourke was feeling was real and valid. She summarized that the board could move and vote to schedule a safety assessment; to pursue security at meetings until further notice; to compensate Ms. O'Rourke for her security cameras; and to read at the beginning of board meetings sections of Policy KGB, including:

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

Use or engage in abusive verbal expression or physical conduct that interferes with the performance of students, event officials or sponsors of approved activities;...

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;...

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.

Vice Chair Rabasa continued that long-term actions would include the training, changes made to buildings as a result of the safety assessment, and crafting a policy regarding actions to be followed if a board member's safety was threatened. She added that she did not feel comfortable meeting in person until a security detail was in place and that the behavior of the public should not force them to meeting via video conference.

Ms. Hsu thanked Ms. Rabasa for summarizing the conversation and to Ms. O'Rourke for voicing her experience and concerns. She said that children had also been present at the May 18 meeting and it was not acceptable that they had to witness the behavior that happened. She stressed the need to take action immediately.

Mr. Lafer expressed that he considered the statement made by a member of the public that "a black woman on the board does not want you to talk about guns because you are white" as incitement to race based violence, even though it may not have been intended that way. He suggested barring that person from board meetings.

Mr. Lafer added that compensating someone for their home video system was not enough. He said that the threat warranted a higher level of protection, including police protection.

Chair Newman said that Superintendent Vandercar had found a security system that fed video into the police department.

Ms. Hasija Kauffman agreed that the threat to Ms. O'Rourke at home should be taken seriously. She was angry and appalled that a live feed was allowed to continue to run in the auditorium while the board was in recess. She considered it a violation of a public meeting. She said that the board owed the community an apology for allowing it to happen. She did not feel safe returning to in person meetings. She considered that the board had missed an opportunity to immediately let the public know that the behavior in the auditorium was not allowed.

Vice Chair Rabasa agreed that the recess during which members of the audience were speaking should have been edited out of the video before it was posted. She asked that if it had not been done yet, it should be. She continued that the application of Policy KGB should be enforced.

Ms. Nesbit said that there were limitations to applying Policy KGB in the context of a public meeting. She referred to a case in Portland. She said staff and the board could consider a policy that addressed disruption of public meetings, but that permanently barring a person from public meetings might have legal ramifications.

Ms. Nesbit continued that once a person made a disruption, the person could be ejected from the meeting, however it would be a constitutionally questionable practice to bar someone from ever returning to a public meeting space. Policy KGB was written with schools in mind, not public meetings.

Ms. Hsu questioned the comparison to the events in Portland because of the concerns of potential harm to board members.

Ms. O'Rourke was concerned about the issue of first amendment rights and how they were being interpreted by counsel. She found it a failure of leadership. She considered the main issue to be the safety of everyone at the district office.

Superintendent Vandercar raised the issue of who members of the public who had been in the auditorium at the time when the board was in recess. She reviewed the process for signing up to speak as well as for attending. She added that staff had allowed others who had not signed up to attend because there were available seats. She said that if the board wanted to change the process to only include those who had signed up ahead of time, they should discuss it.

Mr. Lafer wanted to discuss how to respond if a similar event occurred in the future. He questioned how the district could allow the behavior that happened at board meetings, when at the same time they restricted the process for making a public complaint. He considered the behavior that had occurred as incitement to violence. He wanted to move forward with the decision about home security and suggested that Ms. O'Rourke and Leadership meet with Kari Skinner. Chair Newman said that the meeting he was referring to was supposed to have happened that day, and was not sure why it had not.

Chair Newman had distributed a statement that she suggested to be read at the beginning of each meeting. The statement gave direction to public speakers to refrain from the use of certain speech and to remember that the board would not respond immediately to their comments.

Ms. Hasija Kauffman said that she was willing to make a temporary or permanent ban of persons who continued to interrupt public meetings, regardless of legal ramifications.

Ms. Nesbit said that the board might be able to eject someone from a public meeting, but was concerned about banning certain persons before creating standards for ejection. Ms. Nesbit had researched the issue and she had significant concerns. She said that she was willing to work on a policy.

Ms. O'Rourke asked whether Ms. Nesbit had watched the video. She said that if not, she had no grounds on which to make a statement. Ms. Nesbit said that it was her job was to advise the board on legal matters.

Ms. O'Rourke was disturbed by Ms. Nesbit's apparent lack of understanding of the situation Ms. O'Rourke was in.

Ms. Hays wondered whether it would be best to meet via video conference until research could be done to determine what options the board had to restrict attendance at board meetings. She wanted to make sure that all board members felt safe.

Mr. Lafer returned to Ms. Nesbit's suggestion to review the criteria for which someone could be barred from a meeting. He added that incitement could be one of the criteria and that persons could be ejected from a particular meeting. He wanted to create a statement that was clear to the public and protected board members.

Vice Chair Rabasa moved that when the board took recess at a board meeting, microphones and videos would be turned off. Ms. Hasija Kauffman seconded the motion.

Ms. O'Rourke asked whether the room should be cleared. Ms. Hsu added her concern that the public comment that was made during the time the board was in recess had not been edited from the final video. She wanted to hear what was being said, but did not want it aired publicly.

Ms. Hsu made an amendment to not upload unedited versions of future board meetings. Ms. Rabasa accepted the amendment.

Mr. Lafer said that he had assumed what had happened was a mistake. He suggested having a staff person in the room, and to not continue broadcasting if the board was in recess.

Ms. Rabasa agreed with Mr. Lafer.

Chair Newman called for the question on the amendment to refrain from posting unedited versions of board meetings. **The amendment passed 7:0.**

Chair Newman called for the question on the original motion to refrain from recording via video and audio when the board was in recess. Ms. O'Rourke moved to table the motion until it could be determined whether certain portions of the meeting could be recorded but not broadcast. Vice Chair Rabasa seconded the motion. **The motion to table passed 7:0.**

Ms. O'Rourke moved to have the auditorium cleared if a person was inciting violence during a recess of the board. Ms. Hasija Kauffman asked to have a safety assessment made to ensure that persons who were not being disruptive were not also being put at risk. Vice Chair Rabasa wondered whether the Eugene Police Department should also be called. Chair Newman said that the response might not be immediate. To guarantee a security presence, either a private security group or a police officer would need to be hired.

Vice Chair Rabasa asked to consider ending a public meeting and reconvene as an online meeting if the safety of the board became a concern.

Ms. O'Rourke withdrew her motion.

Chair Newman gave some information regarding private security firms.

Vice Chair Rabasa moved to move public board meetings online until research could be done regarding hiring a security firm. Ms. Hays seconded the motion. **The motion passed 7:0.**

Vice Chair Newman moved to schedule a safety assessment made by a company outside of 4J of Ms. O'Rourke's home at the earliest possible time. Ms. O'Rourke thought that the safety assessment should be done for all board members' homes. Ms. Hasija Kauffman asked that Ms. O'Rourke's home be a priority, and then the district offices in which the board usually met. Chair Newman suggested that if another board member did not feel safe, they should speak up.

Mr. Lafer said that until there was a plan for a safety assessment of Ms. O'Rourke's home, the district should pay for her family to stay in hotel. Ms. O'Rourke responded that it would not be possible and added that having to make so many changes to her life was exhausting.

Vice Chair Rabasa amended her motion to conduct a safety assessment at the earliest opportunity of Ms. O'Rourke's home, district offices, and then the home of any board member who requested it. Ms. O'Rourke seconded the motion. The motion passed 7:0.

Chair Newman asked whether the board agreed to adding the wording to the introductory statement regarding making public comment. She read the statement again.

Ms. Rabasa moved to add the statement Chair Newman read, pending further consideration of a deeper statement. Ms. Hsu seconded the motion. Ms. O'Rourke shared that public comments at the board meetings of the Eugene Water and Electric Board were much more tightly regulated than school district meetings. She gave examples of phrases that were inappropriate.

Ms. Hasija asked to add the names of protected classes. Ms. O'Rourke suggested to use the same language that was in Board Policy ACC – Racial Harassment.

Chair Newman understood the suggestions to be an amendment to the original motion. She asked whether it was okay to approve the motion and for she and Vice Chair Rabasa to add additional language to strengthen the statement.

The motion passed 7:0.

Vice Chair Rabasa moved to compensate Ms. O'Rourke for the security system she placed at her home. Mr. Lafer seconded the motion. **The motion passed 7:0.**

IV. ADJOURN

Chair Newman reminded the board that they would be meeting on May 25, 2022. Ms. Rabasa asked whether the executive session prior to the special meeting would be online or in person.

Ms. O'Rourke said that because of the importance of the meeting, she would want to have it in person. Ms. Nesbit asked whether the board would want to review the contract prior to the meeting and then discuss it. Vice Chair Rabasa was in favor of holding the executive session in person and then returning to their homes for the special meeting.

Chair Newman did not hear or see any dissent to the suggestion, so she said it would be the plan.

Ms. Hays reminded Chair Newman to ask for persons who were willing to attend the interviews the next day. Ms. O'Rourke and Chair Newman agreed to attend the 8 a.m. meeting. Chair Newman reiterated that the rest of the board should let her know which interviews they could attend.

Chair Newman adjourned the meeting at 12:04 a.m., May 24, 2022.

Cydney Vandercar
District Clerk

Judy Newman
Board Chair

(Recorded by Eliza Drummond)

DRAFT

**MINUTES OF THE SPECIAL BOARD MEETING AND EXECUTIVE SESSION OF THE
BOARD OF DIRECTORS
SCHOOL DISTRICT 4J, LANE COUNTY, OREGON**

Date: May 25, 2022

The Board of Directors of School District No. 4J, Lane County, Eugene, Oregon, held a special meeting at 5:30 p.m., and an executive session immediately following via video conference and at the Education Center, 200 North Monroe Street in Eugene, Oregon. Notice of the meeting was mailed to the media and posted in the Education Center on Friday, May 20, 2022 and published in *The Register-Guard* on Monday, May 23, 2022.

ROLL CALL

BOARD MEMBERS:

Judy Newman, Chair
Maya Rabasa, Vice Chair
Keerti Hasija Kauffman
Alicia Hays
Michelle Hsu
Gordon Lafer
Laural O'Rourke

STAFF:

Cydney Vandercar, Superintendent
Kerry Delf, Chief of Staff
Christine Nesbit, General Counsel
Lisa Fjordbeck, Executive Assistant / Board Secretary

MEDIA:

KRVM Radio, Double Sided Media, The Register Guard Newspaper

I. SPECIAL BOARD MEETING

Chair Newman called the meeting to order. All members were present via video conference.

II. ITEMS FOR ACTION

1. Review and Discuss the Parameters of a Superintendent Contract Agreement

Presenter: Judy Newman, Board Chair

Chair Newman asked whether Ms. Nesbit wanted to present the contract template. Ms. O'Rourke questioned why Ms. Vandercar was in the meeting, considering she might be seeing confidential information.

Chair Newman said that any other candidate could also watch the meeting, since it was a public meeting and being aired on the radio, live stream and Zoom Webinar.

Ms. Vandercar asked to be changed to attendee status so that she would not be part of the discussion, but could watch the meeting.

Ms. Nesbit shared the contract that had been used when Dr. Balderas was hired.

In Section 1-Term, Ms. Nesbit pointed out that the contract was for three years, and would be automatically renewed each year for three years unless either party gave notice to not extend the contract. Ms. Nesbit added that the section could be changed if the board desired.

Section 2-Duties was standard language that described the duties of the superintendent. Ms. Nesbit added that the section being reviewed was not where the board's goals would be listed.

Regarding Section 3-Compensation, Ms. Nesbit said that it would be important for the board to give guidance to the negotiator the salary range to be discussed. She added that subsection B-Longevity Increment had been included in recent contracts, but was not in all superintendent contracts. Its purpose was to indicate the salary increase the superintendent would receive each year. There was no automatic cost of living agreement in the contract. Ms. Nesbit said that it could be added to the contract, or could be discussed annually.

Ms. Nesbit described the fringe benefits in Section 4 which included a tax-sheltered annuity; medical, vision, dental, life, and long term disability insurance; a professional development allowance; an auto allowance; a cell phone; and membership dues to educational and service organizations.

Ms. Nesbit reviewed that the moving allowance listed in Section 4 was an if needed, one-time expense.

Section 5-Salary Adjustment had been covered in the conversation about COLAs.

Section 6-Professional Growth outlined the amount of days and expenses that the district would allow so that the superintendent could attend state and national conferences.

Section 7-Contact Days/Outside Activities described the days of service of the superintendent and included holidays, vacation, leaves for sickness, family illness, bereavement, personal leave, and outside activities such as writing and speaking engagements.

Section 8-Goals and Objectives covered the requirement that the board and superintendent agree upon goals and objectives for each year of the superintendent's tenure.

Section 9-Evaluation required the board to evaluate the superintendent annually based on the goals set forth earlier in the year.

Section 10-Professional Liability provided indemnification against claims made against the superintendent.

Section 11-Termination covered the reasons for which a superintendent could be terminated and the process, and included resignation. Ms. Nesbit showed that the contract also included a clause regarding termination without cause.

Ms. Nesbit said that the rest of the sections were standard contract language and did not review them.

Mr. Lafer asked to review termination for reasons of fundamental disagreement. He asked whether it would fall under the section without cause. He also questioned the clause to give twelve months' notice for termination. Mr. Lafer added that he wanted to keep the section to terminate without cause. He had concerns regarding the automatic three-year rollover.

Ms. Rabasa asked about the clause regarding termination because of disability. Ms. Nesbit clarified that the subsection covered situations in which the Superintendent was unable to perform the essential functions of the position, even with reasonable accommodation, for a period of ninety (90) days.

Chair Newman and Ms. Nesbit discussed the ways in which to renew contracts: the board could choose to automatically renew the contract every year for a term of three years, or could extend the contract at any time for a stated duration. In response to a question from Chair Newman, Ms. Nesbit clarified that if a superintendent was hired for three years and at the end of the first year the board decided to terminate the contract, they would still need to give twelve months' notice, or could negotiate a financial "walkaway" agreement.

Ms. O'Rourke supported the three-year contract with automatic renewal. She said it was the most friendly wording and gave reassurance that the board had not be tentative in their decision.

Ms. Nesbit clarified that Ms. O'Rourke would want to include the clause to terminate without cause. Ms. Nesbit said that it was a new clause to add to the contract and the board might want to discuss making changes. Ms. O'Rourke and Ms. Hasija Kauffman agreed that dispute resolution would be good to add. Ms. Hasija Kauffman said that twelve months seemed awkwardly long. Ms. Nesbit said that in her experience, she would not suggest adding dispute resolution or mediation to the contract. Ms. Hsu confirmed that mediation was always an option if it was agreed upon.

There was further discussion about mediation and termination without cause.

Ms. Nesbit ensured that Mr. Lafer had all the guidance that he needed. Ms. Hays summarized that she wanted to include a twelve-month termination clause. She said that it would be uncomfortable, but it was the best option. She added that if mediation was chosen, they would be mediating with the board, not legal counsel, so she did not want to have it as a requirement for termination.

Vice Chair Rabasa asked about the automatic renewal. Ms. Nesbit said that it was used to ensure that the contract was renewed in a timely manner, but annual contract renewal would still be important to keep on the board's list of tasks. Ms. Nesbit clarified that some superintendent contracts had fixed terms instead of automatic renewals, and the board could decide how they wanted to proceed.

Ms. Nesbit reminded the board that a superintendent would always be looking for security in a contract, and a board would be looking for flexibility.

Ms. Hasija Kauffman said that she would not want terms and conditions for legal practices especially in a contract that would affect people who were not present, such as the superintendent, and any new board members.

Ms. O'Rourke said it would be important to her to offer mediation. It gave a person an opportunity to discuss issues.

Ms. Nesbit reiterated her concern that the board might be forced into mediating in a potential public forum if they chose to make it part of the contract offer. She said that she had not seen a superintendent contract that included a mediation clause. She agreed that either party could request mediation at any time, but if it was in the contract as a requirement, it would be of concern to her, but since she had heard four board members request to add a requirement for mediation into the contract, she would create language to add.

Ms. O'Rourke suggested giving Mr. Lafer the option to discuss mediation if the candidate were to bring it up. All agreed.

Chair Newman asked for a discussion regarding salary. She said that the position description had listed a range between \$220,000 and \$230,000. She asked if the board was in agreement to stay within that range.

Mr. Lafer said he would want to offer what Dr. Balderas had been earning, and would not want to offer less than what Superintendent Vandercar was earning. Based on Mr. Lafer's comment, Chair Newman asked whether everyone could agree that the starting salary would be no less than \$231,000. It was agreed by show of hands. Ms. Nesbit suggested using total compensation, which would be the same as what Superintendent Vandercar was earning. Ms. O'Rourke was reassured that the total compensation included insurance and other contributions.

Chair Newman asked whether the board wanted to name a limit at which Mr. Lafer would need to return to the board for agreement. There was a discussion on how to determine what the higher end salary would be. After discussion, Mr. Lafer summarized that the starting salary would be no lower than the current superintendent's salary plus four percent, and the highest offer would be ten percent above the average of the three highest paying districts of a similar size.

The board also affirmed the vacation terms and moving expenses in the amount of \$20,000.

2. Review and Discuss Membership of the North Region Planning Committee

Presenter: Judy Newman, Board Chair

Superintendent Vandercar rejoined the meeting.

Vice Chair Rabasa offered to share the notes that she and Mr. Lafer had created regarding the North Region Visioning Advisory Committee. The function of the committee was to advise the board and superintendent on the physical facilities, programmatic and organizational needs of Yujin Gakuen Elementary School and Kelly Middle School. The committee would be comprised of one administrator from each school, two staff members from each school, and two parents from each school. Two board members and the superintendent would attend meetings "as needed to contribute to the committee's understanding of the issues." Other senior administrators could attend as needed to contribute to the discussion.

Mr. Lafer continued that the immediate tasks of the committee would be to: determine the best use of bond funds that were currently available; to determine the changes needed to make it easier for the two schools to inhabit a common space in the short term; and to determine

whether funds should be allocated to either school in an upcoming bond and how would they be used.

Vice Chair Rabasa said they hoped to form the committee as soon as possible and to task the committee with creating a timeline.

Superintendent Vandercar asked whether language should be included outlining the requirements for public meetings since the committee had been made into a board committee. Those changes included noticing meetings in advance and taking notes.

Superintendent Vandercar added that funds remaining in the current bond were approximately five million dollars.

Ms. O'Rourke was enthusiastic about the formation of the new committee and its responsibilities. She appreciated that everyone would be able to give input through the parent representatives. She asked whether students could be involved. She clarified that the committee would advise the board to make decisions.

Ms. Hasija Kauffman mentioned a process model called "leading by convening." In response to a question from Ms. Hasija Kauffman, Chair Newman clarified that the board would be voting that evening to move forward with the parameters of the new committee.

Vice Chair Rabasa supported including students on the committee and suggested asking staff whom they would recommend. The group agreed to add two students from each school. Superintendent Vandercar suggested one student from Yujin Gakuen, one from the Japanese Immersion program at Kelly Middle School, one from the Spanish Immersion program at Kelly Middle School, and one from the general population of Kelly Middle School.

Ms. Hays clarified that the parent representatives would be chosen by the parent teacher organizations or the staff. She wondered whether having student representatives at the meeting would be the best way to include student voices. She said that there might be a more authentic way to include them. Both Ms. Rabasa and Ms. O'Rourke said that they wanted to try to have students at the table. Ms. Rabasa added that they could shift if needed, but also could reimagine how meetings were structured to make them more effective. Ms. Hays thanked Ms. Rabasa for her suggestion.

Vice Chair Rabassa moved to approve the proposal as presented with the addition of a student group, and the notation that the meetings would have to follow public meetings law. Ms. Hasija Kauffman seconded the motion, which passed 7:0.

Chair Newman adjourned the special meeting at 7:52 p.m.

III. EXECUTIVE SESSION

The board convened in executive session to consider records that were exempt by law from public inspection pursuant to ORS 192.660 (2)(f) and to consider the employment of a chief executive officer pursuant to ORS 192.660 (2)(a).

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

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

Cydney Vandercar
District Clerk

Judy Newman
Board Chair

(Recorded by Eliza Drummond)

DRAFT

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

Date: June 1, 2022

The Board of Directors of School District No. 4J, Lane County, Eugene, Oregon, held an executive session at 5:30 p.m. and a regular board meeting at 7:00 p.m. via video conference and at the Education Center, 200 North Monroe Street in Eugene, Oregon. Notice of the meeting was mailed to the media and posted in the Education Center on Friday, May 27, 2022 and published in *The Register-Guard* on Monday, May 30, 2022.

ROLL CALL

BOARD MEMBERS:

Judy Newman, Chair
Maya Rabasa, Vice Chair
Keerti Hasija Kauffman (absent)
Alicia Hays
Michelle Hsu
Gordon Lafer (joined the meeting during the reading of the Land Acknowledgement)
Laural O'Rourke

STAFF:

Cydney Vandercar, Superintendent
Kerry Delf, Chief of Staff
Brooke Wagner, Assistant Superintendent for Administrative Services
Christine Nesbit, General Counsel
Ryan Spain, Director of Facilities Management
Steve Menachemson, Director of Technology
Kyle Tucker, Chief Operations Officer
Andrea Belz, Director of Finance
Eric Anderson, Director of Curriculum
Lisa Fjordbeck, Executive Assistant / Board Secretary

STUDENT ADVISORY PANEL MEMBERS:

Violet Neal, International High School
Teryn Rios, North Eugene High School
Noa Ablow Measelle, South Eugene High School

EMPLOYEE ASSOCIATIONS:

Sheila Waggoner, Oregon School Employee Association
Seth Pfaefflin, Managers, Administrators, Professionals and Supervisors

MEDIA:

KRVM
Double Sided Media

OTHER:

Katie Stiles, Lynette Williams, Sarah Knudsen, Leah Willow, Eileen Thomas—Teachers on Special Assignment

I. EXECUTIVE SESSION

The board convened in executive session to conduct deliberations with persons designated by the governing body to carry on labor negotiations pursuant to ORS 192.660 (2)(d).

All matters discussed during executive sessions are confidential and shall not be disclosed without authorization by the school board.

II. REGULAR BOARD MEETING

III. CALL TO ORDER, ROLL CALL, FLAG SALUTE, LAND ACKNOWLEDGEMENT

Chair Newman called the regular board meeting to order at 7:03 p.m. and noted that Vice Chair Rabasa, Ms. Hsu, Ms. Hays, and Ms. O'Rourke were present via video teleconference. Ms. Hasija Kauffman was absent but might join them during the items for action.

After the board recited the Pledge of Allegiance, Chair Newman read the Land Acknowledgement.

Mr. Lafer joined the meetin during the Land Acknowledgement.

IV. AGENDA REVIEW

Chair Newman asked whether there were any changes to the agenda.

Ms. O'Rourke and Vice Chair Rabasa asked to add a discussion of the Superintendent's Review to the items for information. All were in agreement to discuss the process which Chair Newman had suggested in an email.

Mr. Lafer asked to pull Item 5 - Approve a Resolution Making Appropriations Resulting from Transfers from the Consent Agenda. He wanted to learn more about the particulars of the item. Chair Newman agreed to put it under items for action.

There were no additional changes to the agenda.

Ms. O'Rourke made a motion to approve the agenda with changes. Ms. Hsu seconded the motion, **which passed 6:0.**

V. INTRODUCTION OF GUESTS AND SUPERINTENDENT'S REPORT

Superintendent Vandercar said it was hard to believe that the school year would soon be ending. She listed many end of year activities that celebrated the accomplishments of students and teachers alike.

Ms. Vandercar added that it was time to finalize the budget for the 2022-23 school year. She thanked the Budget Committee and staff for their work throughout a robust process, and added that there would be a public hearing on the budget later in the meeting. She listed many of the initiatives that were included in the budget, such as wraparound support for families, mental health support staff, Career and Technical Education programs, and support for equity work.

Superintendent Vandercar recommended that the board approve the budget, but cautioned them that costs would be rising and spending increases would need to be considered carefully. In addition, attendance had decreased and staffing had not. She hoped that enrollment would recover, but the district could not be sure. In additional regular revenues were not keeping pace with increased costs, and one-time funds were being used to fill the gaps, but the spending would not be sustainable for ongoing costs.

Superintendent Vandercar recognized Juneteenth, which honored the end of the enslavement of African Americans on June 19, 1865. Juneteenth would be observed as a holiday on June 20.

Ms. Vandercar reviewed the process for requesting to speak at a public meeting. Ten persons each had three minutes to speak. Priority was given to persons who had not spoken at the previous two meetings. She listed some of the suggestions that had been made to improve or make the public comment time more fair and accessible including offering time outside of a regular meeting to hear comments; giving priority to parents of current students; selecting speakers for a variety of viewpoints; and having a waiting list. She said that staff would make adjustments if the board decided.

Superintendent Vandercar thanked the board and staff for their work.

VI. COMMENTS BY BOARD CHAIR

Chair Newman congratulated Kathie Tagwerker for being recognized as Oregon School Employees Association (OSEA) Employee of the Year. Kathie had worked for the district for thirty-five years, most recently at Spring Creek Elementary School. Kathie had a big heart was loved by staff and students alike.

Chair Newman thanked Lane Arts Council, the Rotary and Eugene Education Fund for the ArtSpark Program. She said it provided opportunity and benefit for all elementary school students.

Ms. Newman finished her comments by thanking all the teachers and Instruction Department staff for their efforts to review and pilot a new English Language Arts curriculum for both the regular and Spanish Immersion elementary schools. Chair Newman said that they had accomplished all the requirements that had been made of them. She read quotes from some of the reviews of the curriculum.

VII. RECEIVE REPORTS FROM HIGH SCHOOL STUDENT REPRESENTATIVES

Chair Newman thanked the student representatives for their presentations at the board meeting throughout the year.

Noa Ablow Measelle, representative for South Eugene High School said that students were excited for the summer. The school was in the middle of Spirit Week and would also have a student celebration later in the week with Senior Week to follow. Seniors would be congratulated on their accomplishments during daily events and an awards celebration. Noa thanked the board for the opportunity to represent South Eugene High School since her sophomore year.

Violet Neal wished the board Happy Pride month and thanked them for the opportunity to represent International High School. Violet expressed that she was tired and also angry because of the recent events especially the school shootings. Violet felt that students were not being heard in their concerns about school violence and were anxious for themselves and their younger siblings who would still be attending school. Their sense of joy had been dampened. Violet said that students were listening and watching.

Teryn Rios reported that North Eugene High School would celebrate their International Baccalaureate students later in the week, and would also have a Pride Month event on June 3. Middle School students had been invited. Teryn would be performing in the Highlander Heros pageant, a fundraiser for the Children's Miracle Network. The school would be having the Senior Stroll during which students wore their caps and gowns and visited other schools in the region. Teryn thanked the board for the opportunity to represent North Eugene High.

VIII. CONDUCT A PUBLIC HEARING ON THE 2022-23 BUDGET

Chair Newman opened the public hearing on the 2022-23 budget and read the following statement:

In accordance with Oregon's Local Budget Law, the District has held seven Budget Committee meetings this year, beginning in January, to review, discuss and approve the District's budget. As a vehicle to enable the public to participate in the budget process, a public comment period was offered at each of these meetings (as per ORS 294.414).

After reviewing public testimony and finishing deliberations, the Budget Committee approved the 2022-23 proposed budget on May 16, 2022. The committee completed their statutory responsibility by declaring the General Fund and Local Option Levy tax rates and the Debt Service Fund tax levy amount for the coming year.

Notice of this budget hearing and the 2022-23 budget totals was published in the Register Guard on Sunday, May 22, 2022.

This hearing is on the 2022-23 budget as approved by the Budget Committee on May 16, 2022. Any person may comment on the budget. The school board receives written comments by email at board@4j.lane.edu, and has set aside time to hear public comment on the budget. Community members can sign up to speak to the board by submitting their request online at 4j.lane.edu/board/publiccomment/. The deadline to submit a request to speak is Monday, May 31st.

The public may offer objective comments or criticism about district operations and programs; however, the Board will not hear complaints concerning individual district personnel. The District has a board policy for filing a formal complaint against an individual. Please contact the Superintendent's Office at 541-790-7707 for more information about submitting a formal complaint.

Georgiann Jones was a classified employee in the district. She shared the stories of staff members who could not live on the wages they received from the district. She also told her own story and asked for more pay, for respect and to be heard.

Mellani Ocampo asked that financial services take into account the need for librarians and add funds for them to the budget. She said that any opportunity to connect students to stories would make a positive change. She said that in a search of the budget document, she found only one reference to librarians.

Stacey Ray was the Executive Director of Lane Arts Council. She thanked the board for their continued support of ArtSpark and added that ArtSpark benefitted from community support as well. Students had the chance to learn from teaching artists in a variety of media, and to express their own voice. Ms. Ray told about the ceramic tiles that would be installed at the new Camas Ridge Elementary School and ended by thanking the board again for their support of over two thousand hours of art education.

IX: ITEMS RAISED BY THE AUDIENCE

Chair Newman read the requirements for making public comment at a School Board meeting. She added that more than twenty-five persons had applied to speak that evening and Ms. Fjordbeck had done a wonderful job to accommodate ten speakers, including calling those on the waiting list when others had given up their spot.

Jessica Zink did not attend the meeting.

Rose Wilde said that the year had been a time of growth in her education on how to have conversations with those who did not agree. She advocated for permitting communication between people on the board and the public. She supported the policy to ban concealed weapons. She did not believe that allowing guns on school campuses was safe. She also supported school librarians.

Amanda Hvass asked for the definitions for racism, white supremacy, and white supremacists. She wanted to be able to work together and asked for understanding. She said that persons who had been labeled recently did not understand why it had happened and felt that words had been weaponized to discourage people from speaking up. She referenced the anti-bias training that the Alma Advisory Group had implemented to assist the board in working with each other to hire a new superintendent. She had received correspondence labeling her recent actions to reach out to the board as racist trope. She wanted the board to shine in their strengths. She hoped that the board would hear and respect the ideas and values of all the citizens of the district.

Deanna Chappell told a story that had occurred recently involving a very angry man who was in her school building. She and a student she was with were both very traumatized because of the recent school shooting that had occurred and were concerned that the man might do them harm. She said it was terrifying to be in schools and asked that the district pass the ban on concealed weapons.

Auden Flinn was a student at South Eugene High School. He spoke about suicide prevention and mental health support. He gave an example of the length of time students needed to wait to get support and said that increases to staffing was not happening fast enough. He suggested

that the district explore the UO support model. Auden also spoke about inequitable grading practices and ended by urging the district to help students.

Lauren Butler did not attend the meeting.

Jim Jagger was a retired attorney who supported the ban of concealed weapons from district grounds. He said that mixing weapons with tension was dangerous. Mr. Jagger said that the revision to the policy would provide safety and keep persons who might be depressed and armed out of schools. He added that the potential of weapons on district grounds might keep those who would otherwise be involved in school activities from attending. He asked the board to consider the children first and adopt the policy revision to ban concealed weapons on school district grounds.

Mystie Frost was a parent of a student in the River Road region. She said that Mercury was in retrograde, which created hiccups in communication included sending emails before editing them. She was saddened by the loss of lives and gun violence and recognized that everyone was experiencing some level of trauma. She promoted emotional regulation and asked for less blaming. She asked the district to implement mental health education in every grade and suggested the board research dialectical behavior therapy. She was ashamed that children had to be each other's therapists.

Angie Morrill had been the director of the 4J NATIVES program until May. She was deeply investing in equity for students and said that they were not being served. COVID funds had not been distributed equitably and teachers and the native community were filling the gap to provide resources. She asked the board to restructure a dysfunctional program, use funds available, and change the district leadership.

X. COMMENTS BY EMPLOYEE GROUPS

Sheila Waggoner, President of the Oregon School Employees Association, was happy to see the two new board members. She said that the classified staff were experiencing burnout. She urged the district to hire more substitutes. She shared that workers were considering leaving the district because they could not support themselves solely on their income from 4J. Staff were dealing with food insecurity and homelessness issues.

Ms. Waggoner continued that a request for bargaining had finally been scheduled. She hoped that the district would agree to pay a living wage.

Seth Pfaefflin, incoming President for Managers, Administrators, Professionals and Supervisors, supported bargaining with OSEA. Mr. Pfaefflin continued that Mr. Tromba would be leaving the district to be closer to family and would be missed. Mr. Tromba had given him great advice to listen to those on the front lines to learn how to solve issues. He urged classified staff who might have suggestions for improvements to reach out to their supervisors. He thanked all the retirees for their service to the district and extended the thanks of all MAPS members to staff for their hard work to finish up the year.

XI. COMMENTS AND COMMITTEE REPORTS BY INDIVIDUAL BOARD MEMBERS

Mr. Lafer acknowledged the loss of another student who took their life the week prior. He was searching to find an answer, but hoped that the district could start a task force to figure out how to address the issue of mental health in students. Mr. Lafer continued that he had met with Eric Anderson and the curriculum adoption team. He was looking forward to seeing three elementary school librarians supported in the budget for the next five years. Mr. Lafer mentioned that Ms. Tagwerker, who had been celebrated earlier in the board meeting, had worked for the district for thirty years and earned slightly more than twenty dollars per hour prior to her retirement. He would support a higher minimum wage. Mr. Lafer ended that the current design of Camas Ridge Elementary School—few external doors and large internal windows—seemed to be the opposite of recommended design in the likelihood of a school shooting. Active shooter drills always recommended that students get outside as quickly as possible. Mr. Lafer was proud of the queer students in the district who were brave enough to live their full selves.

Vice Chair Rabasa said she had received a text that informed her of the recent suicide of another student. She said regardless of whether her family knew the student, to learn that a child had been in pain and taken their own life was devastating. She said the rapidly expanding list of suicides in Lane County was of great concern and she feared that the county would become desensitized. She hoped that people would take time to mourn and be heartbroken before they leaped into action.

Ms. Hsu was feeling the weight of all the comments that had been shared. She had also had a personal loss the week prior.

Ms. Hays thanked Vice Chair Rabasa for her suggestion to sit with pain and loss. She said that her visit to Ridgeline Charter School had been a joyful moment in an otherwise difficult week. She met students in their classrooms. She met with staff and some of the board members who were very proud of their school, which had a new roof and HVAC system. She thanked staff for their work on the curriculum adoption and appreciated them taking the time to show it to her. She was going to miss the student representatives.

Ms. O'Rourke shared her love of librarians who were a great support to her education by encouraging her love of reading. The removal of librarians from elementary schools correlated to the reduction in reading scores, because librarians were instrumental in encouraging students to read. Ms. O'Rourke remembered that she was in third grade at Condon Elementary School and her librarian suggested she read the *Phantom Tollbooth*, which she loved. She said that librarians were part of the system of teaching students to read. She wanted to increase supports of all kinds for students. Ms. O'Rourke added that the board had asked each month since March to create a system for mental health supports and nothing was happening. The district needed to make a difference to students and families. She wanted a zero-tolerance policy for suicide. She acknowledged Auden Flinn's appeal to explore ways to increase mental health supports.

Chair Newman called for two minutes of silence.

XII. CONSENT GROUP - ITEMS FOR ACTION

1. Set the Tuition Rates for the 2022–23 School Year
Presenter: Andrea Belz, Director of Finance and Kat Lange,
Director of Student Services

2. Designate Executive Officer and Budget Officer for Fiscal Year 2022–23
Presenter: Andrea Belz, Director of Financial Services
3. Designate Auditor for Fiscal Year 2022–23
Presenter: Andrea Belz, Director of Financial Services
4. Designate Depositories for School Funds
Presenter: Andrea Belz, Director of Financial Services
5. Approve a Resolution Making Appropriations Resulting from Transfers
Presenter: Andrea Belz, Director of Financial Services
6. Approve Meal Prices for 2022-23
Presenter: Holly Langan, Director of Administrative Services
7. Designate Clerk and Deputy Clerks for Fiscal Year 2022–23
Holly Langan, Director of Support Services
8. Approve Meeting Minutes for the following Board Meetings: April 20, 2022 Work Session and Regular Board Meeting; April 27, 2022 Special Board Meeting; May 4, 2022 Regular Board Meeting
9. Bond Project – North Eugene High School Replacement Building – Wireless Access Point Equipment
Presenter: Ryan Spain, Director of Facilities

Chair Newman noted that Item 5 - Approve a Resolution Making Appropriations Resulting from Transfers, had been pulled from the agenda and moved to Items for Action.

Vice Chair Rabasa moved to approve the Consent Agenda with the exception of Item 5. Ms. Hays seconded the motion, **which passed 6:0. Ms. Hasija Kauffman was absent.**

XIII. ITEMS FOR INFORMATION

Chair Newman introduced an item for information to discuss Superintendent Vandercar's evaluation. She had sent an email with the document that had been approved in November 2021 that outlined the goals the superintendent would work towards. They were:

- Goal I Educational Excellence with Equitable Access and Outcomes for Every Student
- Goal II Multiple Pathways to Student Success
- Goal III Communication and Connection with Community
- Goal IV Diverse World-Class Workforce
- Goal V Stable, Sustainable Stewardship

In addition, Superintendent Vandercar had added:

- Goal VI Maintain and Communicate a Balanced Budget
- Goal VII Keep School Bond Projects Moving Forward and On Schedule
- Goal VII Support 4J Students, Families and Staff
- Goal IX Strengthen and Expand the District's Equity Work

Chair Newman said that there had been a lot of pressing issues that had interfered with the board's ability.

Ms. O'Rourke asked why the conversation was an item for information. Chair Newman said that board members were being asked to submit their responses to an independent person who would compile them for the board to review. Chair Newman continued that she recognized that

Ms. Hsu and Ms. Hasija Kauffman might not be able to complete a review because they were new.

Ms. O'Rourke asked again why the discussion was not an item for action. She also asked who be choosing the independent person who would compile the document and wondered whether Superintendent Vandercar agreed with the process.

Ms. Rabasa said that the review needed to happen soon, as indicated by the timeline the board had agreed to. She clarified with Ms. O'Rourke that the board needed to recommit to the process and to decide how the independent compiler would be selected. Ms. O'Rourke answered that the board had a responsibility to execute a review of Superintendent Vandercar.

Ms. O'Rourke reiterated that she wanted to vote from a slate of possible compilers and questioned why Chair Newman and Vice Chair Rabasa had not already discussed whom they might hire.

In response to Mr. Lafer, Chair Newman said that once the compiler had created a report, the board would convene in executive session to finish it.

Ms. Hays remembered that they had used a compiler in the past. She asked that in recognition of time constraints whether the board could agree without objection to the process outlined in the email with the addition of reviewing the compilers before they were hired.

Superintendent Vandercar replied to Ms. O'Rourke that she did not agree to the process.

Ms. Hsu asked Superintendent to elaborate her objection. Ms. Vandercar said that she had not been given any formal feedback during the past year against which to compare her evaluation. Ms. Rabasa asked how the board could remedy the issue. Superintendent Vandercar said she needed more time to review the process and to respond.

Mr. Lafer agreed that it would be important to review the superintendent since it was part of the board's responsibilities. He responded to Ms. O'Rourke that since the board was discussing an item for information, they could agree for the record that no one objected to the process as outlined by the chair, with the change requested by Ms. O'Rourke.

Ms. Hays asked the board to wait a week to give Superintendent Vandercar to review the process. She added that Chair Newman and Vice Chair Rabasa could take the time to find a compiler.

Ms. O'Rourke disagreed that the review be delayed. Ms. Nesbit interjected that discussion of Superintendent Vandercar should happen in executive session.

Ms. Hays asked the board to remember that Superintendent Vandercar's final evaluation was done in public. She did not know whether Superintendent Vandercar could refuse to sign it.

Chair Newman proposed again that the board wait until June 8 to have further discussion.

Vice Chair Rabasa asked Ms. Nesbit whether Superintendent Vandercar would be provided the time to respond to her evaluation. Ms. Nesbit said that she had not been prepared to have the discussion.

There was further discussion about giving the board a week to review the materials and to prepare a statement regarding the process that was taken. Chair Newman summarized that the board would wait a week, during which they would look for a compiler, discuss with Superintendent Vandercar other methods for her annual review, and discuss with counsel whether the superintendent had the right to not sign an evaluation, and to develop a statement regarding the process that was taken.

XIV. ITEMS FOR ACTION

3. Approve Adoption of Elementary Language Arts Curriculum

Presenters: Eric Anderson, Director of Curriculum, Katie Stiles, Literacy TOSA, Lynette Williams DLI TOSA

Mr. Anderson introduced the team of Katie Stiles, Lynette Williams, Leah Willow, Eileen Thomas and Sarah Knudsen.

Ms. O'Rourke asked that teachers have the flexibility to use alternative curriculum that they had developed for some of the lessons. She wanted to support teacher creativity. Ms. O'Rourke continued that board members who worked were not respected. She had not had time to review the curriculum because she was at work whenever the curriculum was available for review. She appreciated the efforts that teachers had made to connect with her.

Mr. Anderson thanked Ms. O'Rourke for her feedback and offered to make time immediately. He added that in the future they would ensure that all the board members were able to review the curriculum.

Mr. Lafer thanked Mr. Anderson and the team for taking time to show the curriculum to him and answer his questions. He wanted to have a strong curriculum that followed best practices but did not take away the flexibility for teachers to include their own lesson plans. He asked to clarify that language in the administrative regulation regarding curriculum adoption had recently been changed. Mr. Anderson said that policy IIA still had the words "...adopted materials are implemented consistently with fidelity...". The team had discussed the idea of teaching with integrity. There would be a lot of teacher flexibility and choice while the core concepts were maintained. They were not aiming to force teachers to follow a curriculum without respect for teacher experience and creativity.

Chair Newman said that Ms. Hasija Kauffman had expressed her thanks to the team and how impressed she was for their work and effort and enthusiasm. She was giving support to the curriculum.

Ms. Rabasa said that the language in board policy IIA regarding teaching with fidelity may have been added with good intentions, however her concern was that it put the burden on teachers to prove why a student was not successful. She was supportive of the change in attitude, which allowed teachers to critically engage with the curriculum and make changes if necessary to help a student learn. She wanted to make sure that the art of teaching and the experience of the master teachers in the district were not lost.

Ms. Hays thanked the Curriculum Advisory Committee for their work to prepare the recommendation to adopt new curriculum. She suggested reviewing policy IIA to change the language to reflect what Ms. Rabasa and Mr. Anderson had shared.

Chair Newman agreed with Ms. Hays to review policy IIA. She added that there were many experienced teachers who were enthusiastic and excited about the opportunities the new curriculum provided to include diversity into learning. Teachers had commented that students were learning to read more quickly.

Ms. Hsu had met with the team as part of her board orientation. She said it had been a great immersion in the work of the Instruction Department. She added that the curriculum taught critical thinking and discourse as well as reading.

Ms. Stiles said that Ms. O'Rourke's favorite book *The Phantom Tollbooth* was part of the curriculum and looked forward to showing it to her.

Ms. Rabasa said that she appreciated feeling genuinely heard in her perspective regarding parts of the curriculum.

Ms. Hays asked to review future curriculum as a group. She would have enjoyed the collegial conversation with her board members.

Mr. Lafer trusted the judgement of the teachers who were also specialists in their area and had worked for so long to review the curriculum. He wanted to ensure that teachers were able to be flexible in their implementation of the curriculum to engage their students effectively. He moved to adopt the new ELA curriculum with the following amendment "The board supports teachers using their professional judgment to build on this curriculum by drawing on supplemental materials and activities that address the same standards as this curriculum." Ms. O'Rourke seconded the motion with the amendment.

Ms. Hays asked Mr. Anderson whether Mr. Lafer's amendment was clear and would not confuse teachers.

Mr. Anderson agreed that being clear for teachers was very important. After staff had time to review the curriculum, there would be time to discuss what teaching to its integrity meant. He appreciated that Mr. Lafer's amendment included the phrase "build on this curriculum" instead of replacing it. Mr. Anderson continued that change needed to happen in order to raise the reading levels of all students, especially those least served by the old curriculum, which meant giving access to high-quality materials to all students across the district regardless of who their teacher was or what school they attended. He said that teaching to integrity would mean using the core texts, but there was room for creativity and ingenuity in the classroom. Since each module would be taught over many weeks, there would be time for many activities.

Mr. Anderson said the adoption process would take many years and would provide opportunity for teachers to hone their craft.

Mr. Anderson continued that to approve the curriculum would be a big statement from the board and the district that they believed in teachers and their students. He wanted teachers to love

their job and for students to love to learn. He appreciated that the board recognized that teaching to the integrity of the curriculum allowed for flexibility in the classroom.

Ms. Rabasa agreed. She was drawn to the option for a teacher to add to the curriculum and make it their own.

There was additional discussion about the motion and Mr. Lafer's amendment. Mr. Lafer reiterated that his amendment was recognizing that teachers would supplement the adopted curriculum with additional materials of their own. In response to a question from Chair Newman, Mr. Anderson said that there was language in IIA-AR that allowed flexibility in a curriculum. Mr. Lafer said that he still wanted his amendment to be part of the motion to adopt the new curriculum.

Ms. Hays was prepared to vote.

Ms. O'Rourke appreciated the opportunity to encourage creativity in teaching and teacher retention. She was excited to see change.

Ms. Rabasa questioned the word "redundant" to describe Mr. Lafer's amendment. She said that it would provide clarity to teachers that the board was allowing flexibility in the delivery of the curriculum.

Chair Newman called for the question. Mr. Lafer read his amendment.

The motion, including the amendment to the motion, passed 6:0.

2. Consider Revisions to Board Policy GBA – Equal Employment Opportunity
Presenter: Christine Nesbit, General Counsel

Chair Newman introduced Ms. Nesbit to clarify the changes that she had made after the request by Ms. O'Rourke. The changes were to make more central the designation of an employee "to oversee compliance with equal employment and all laws prohibiting discrimination against employees."

Ms. Rabasa moved to approve the revisions to Board Policy GBA – Equal Employment Opportunity. Ms. O'Rourke seconded the motion. **The motion passed 6:0.**

3. Approve a Resolution Making Appropriations Resulting from Transfers
Presenter: Andrea Belz, Director of Financial Services

The item for action had been pulled from the consent agenda for discussion. Chair Newman introduced Ms. Belz.

Ms. Belz introduced Mr. Tucker and Mr. Spain to share information on what projects had been budgeted for Elementary and Secondary School Emergency Relief Funds (ESSER III) under the topic building improvements.

Mr. Tucker reported that they had allocated the funds to inspect systems at the buildings that were in the most need of improvements to heating, ventilating, and air conditioning (HVAC) systems.

Mr. Lafer wondered whether the funds could instead be allocated to the needs at Kelly Middle School. Mr. Tucker responded that the ESSER funds would allow the district to update old systems to be able to bring in fresh air. He said the local, state and federal recommendations were to prioritize HVAC systems. Mr. Spain agree that air quality in older buildings were in need of improvement. He added that there was a time limit to use the ESSER funds and he was not sure that they were ready to do the improvements needed that Mr. Lafer had mentioned.

Mr. Lafer asked whether Superintendent Vandercar considered the use of the funds for HVAC to be the best decision. Superintendent Vandercar said that improving HVAC systems was a health decision. There would still be funds available for librarians if that was Mr. Lafer's concern. She continued that the decisions regarding changes to Kelly would not be made in time to make use of the ESSER funds.

Ms. O'Rourke asked whether the buildings occupied by charter schools were also the responsibility of the district. Ms. Belz said that ESSER funds were being provided to district charter schools based on the needs the schools identified. She said that upgrades to an HVAC system at one of the schools had been paid for by the district. Ms. O'Rourke asked to get a report on how the ESSER funds had been used. Ms. Belz said she would send the link to the information on the district website.

Chair Newman called for the question. Vice Chair Rabasa moved to approve number 5 from the consent agenda: Approve a Resolution Making Appropriations Resulting from Transfers. Ms. O'Rourke seconded the motion.

The motion passed 6:0.

XV. ITEMS FOR ACTION AT A FUTURE MEETING

1. Approve a Resolution Adopting the 2022–23 Budget, Making Appropriations, Imposing and Categorizing Taxes
Presenters: Cydney Vandercar, Interim Superintendent; Andrea Belz, Director of Financial Services

Ms. Belz asked for any potential changes the board wanted to make to the upcoming budget and to be prepared to adopt the budget at their next meeting.

Ms. O'Rourke said she would not pass a budget without a discussion on the minimum wage. She said the topic had not been finalized and asked to keep in reserve funds to cover it.

Ms. Belz responded that since negotiations had not been finalized with all bargaining groups, a supplemental budget could be considered later in order to reflect all the actions that might be taken.

After additional comments from Ms. O'Rourke, Ms. Belz said that the district did not project the outcome of negotiations into the budget or forecasts because they wanted it to be a decision of the negotiation teams.

Ms. Belz added that there were two ways to change an adopted budget: through resolution, to clarify how funds that had been set aside would be spent; or through a supplemental budget to

spend additional revenues. If the additional revenue was greater than a certain percentage, a public hearing would need to occur.

Mr. Lafer wanted to ensure that funds would be designated for three librarians for high needs elementary schools. He would make an amendment at the next meeting. Mr. Lafer asked whether the funds from House Bill 4030 for staff retention had been allocated. He added that declines in enrollment did not always affect revenue. Mr. Lafer asked whether information regarding how funding a potential increase in the minimum wage might affect other areas of the budget.

Ms. Wagner reported that she had met with representatives from the heads of EEA and OSEA to get feedback regarding the use of funds for staff retention. The main categories were supportive working conditions, new staff support, and school level structural conditions. The majority of the respondents answered that supportive working conditions were most important to them including time for planning and collaboration, job embedded learning, retention bonuses, and peer to peer support. Next steps would be to return to the bargaining units once the funds were received and determine how to collaboratively design a plan to spend the funds.

Mr. Lafer asked to see the survey results.

Ms. Belz responded to Mr. Lafer's comment regarding student enrollment. She said that all districts had asked for additional state funds. The portion that the district received would remain the same if all districts lost enrollment, but the total funding would not be enough to cover all expenses in the district. Ms. Belz continued that funding a potential increase in the minimum wage would not affect other areas of the budget.

In response to a question from Ms. Hays asked whether additional counselors had been added to the budget, Ms. Wagner said no, the number of counselors across the district would stay the same. In response to a comment from Ms. O'Rourke, Ms. Wagner said that in addition to counselors, there were also mental health specialists. Five would be in the budget for the next year, two would be designated to work in specific programs, and three would work to triage mental health support for students across the district.

Ms. Wagner clarified for Ms. O'Rourke that they would send the results of the survey for HB 4030 to the board.

2. Adopt Resolution #2022-15 for Supplemental Budget No. 1, Making Appropriations for the 2021-22 Fiscal Year

Presenter: Andrea Belz, Director of Financial Services

Ms. Belz said there would be a public hearing related to the supplemental budget at the next regular meeting. She clarified that it would be separate from the regular public comment.

3. Consider for Adoption the Board Meeting Calendar for the 2022-23 School Year

Presenter: Cydney Vandercar, Interim Superintendent

Superintendent Vandercar said that board meetings were typically scheduled on the first and third Wednesdays of every month, except when religious holidays or vacations coincided. The board would vote on the calendar at the next regular meeting.

Chair Newman asked the board to hold Wednesdays for additional meetings that might be added.

4. Consider Adoption of a New Board Policy – Information about Statewide Testing
Presenter: Christine Nesbit, General Counsel

Ms. Nesbit referred to the packet in which the new board policy regarding statewide testing could be found. The policy allowed school staff to give their honest opinion about statewide testing without retaliation. In addition, the policy described parents' rights to opt out of statewide testing.

Mr. Lafer and Chair Newman thanked Ms. Nesbit for crafting the policy.

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

Mr. Lafer asked the board to consider the option to hire outside counsel for the superintendent evaluation process. The discussion would occur at the June 8 meeting. Chair Newman asked why the board would need legal counsel. Mr. Lafer responded that it was his impression that the board might not have followed the correct steps in their evaluation of the superintendent. Ms. O'Rourke and Ms. Rabasa supported the suggestion.

Mr. Lafer asked to review the wording of Policy IIA to align with the language used in the corresponding administrative rule. There was support to add the topic to a future meeting.

Ms. O'Rourke asked to review the policy regarding making changes to the board meeting calendar. There was support to add the topic to a future meeting.

2021–22 Board Meeting Dates:

JUNE: Wednesday, June 8; Wednesday, June 22

XVII. ADJOURN

Chair Newman adjourned the meeting at 10:39 p.m.

Cydney Vanderkar
District Clerk

Judy Newman
Board Chair

(Recorded by Eliza Drummond)

**MINUTES OF THE EXECUTIVE SESSION AND A SPECIAL MEETING
OF THE BOARD OF DIRECTORS
SCHOOL DISTRICT 4J, LANE COUNTY, OREGON**

Date: June 8, 2022

The Board of Directors of School District No. 4J, Lane County, Eugene, Oregon, held an executive session at 5:30 p.m. and a special meeting immediately after via video conference. Notice of the meeting was mailed to the media and posted in the Education Center on Friday, June 3, 2022 and published in *The Register-Guard* on Tuesday, June 7, 2022.

ROLL CALL

BOARD MEMBERS:

Judy Newman, Chair
Maya Rabasa, Vice Chair
Keerti Hasija Kauffman
Alicia Hays
Michelle Hsu
Gordon Lafer
Laural O'Rourke

STAFF:

Cydney Vandercar, Superintendent
Christine Nesbit, General Counsel
Karen Hardin, Director Human Resources
Bernadette Adeniran, Human Resources Administrator
Andrea Belz, Director Financial Services
Sharon Myrand, Financial Services Administrator
Lisa Fjordbeck, Executive Assistant / Board Secretary

MEDIA:

Mary Bell, Double Sided Media

GUESTS:

Eric DeFreest, Luvaas Cobb
Chris Duckworth, CDR Labor Law
Judy Snyder, Law Offices of Judy Snyder

I. EXECUTIVE SESSION

The board convened in executive session to conduct deliberations with persons designated by the governing body to carry on labor negotiations pursuant to ORS 192.660 (2) (d); to consider records that are exempt by law from public inspection pursuant to ORS 192.660 (2) (f); and to consider the employment of a public officer, employee, staff member or individual agent, pursuant to ORS 192.660 (2) (a).

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

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

II. SPECIAL MEETING

Chair Newman called the special meeting to order at 9:28 p.m. Ms. Hasija Kauffman and Ms. Hsu had been excused. All other board members were present.

Vice Chair Rabasa moved to add to the agenda an item for action regarding a complaint. Mr. Lafer seconded the motion, **which carried 5:0.**

1. Superintendent Evaluation Process
Presenter: Maya Rabasa, Vice Chair

Vice Chair Rabasa moved for the board to not evaluate the Superintendent for the school year 2021-22. Mr. Lafer seconded the motion. **The motion passed 5:0.**

2. Willard Complaint
Presenter: Maya Rabasa, Vice Chair

Vice Chair Rabasa moved to dismiss the complaint against a school board member because it was determined to be without merit. Mr. Lafer seconded the motion. **The motion passed 5:0.**

III. ADJOURN

Chair Newman adjourned the special board meeting at 9:32 p.m.

Cydney Vandercar
District Clerk

Judy Newman
Board Chair

(Recorded by Eliza Drummond)



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

June 22, 2022

Title

Consider for Approval North Eugene High School and Triangle Lake School Soccer Programs to Co-Op During the 2022–23 Season

Presenter

Patrick Brown, District Athletic Director

Background

The OSAA executive board allows students who attend one district participate in a sport in another district if:

- the student's home district does not offer the sport and another district does
- the school board and the superintendent of the receiving district approves
- the league of the receiving district approves

Triangle Lake School District has one female student who would like to play soccer at North Eugene High School. OSAA approves the request and the sum of the two districts enrollment does not exceeds the limit for the classification of the receiving district. The Midwestern League approved the request and the sum of the two districts' enrollment will not exceed the 5A limit.

This process requires OSAA request forms to be completed and the approval of the school board along with the signature of the superintendent.

Recommendation

The Superintendent recommends approval of the request to Co-Op.



Cooperative Sponsorship Application Form

? Help Close

Form Actions Coop Application Form Status and Progression

? Help **Awaiting Your Digital Signature, Please Review and Sign** WORK >>> SUBT >>> DONE

Awaiting your approval and digital signature.

Instructions

You've been given access to this online Cooperative Sponsorship Application form in order to indicate your approval by adding your digital signature. If you have any questions, please reach out to your school administrator who sent you the link to this form or contact OSAA Associate Director Kelly Foster, kellyf@osaa.org or (503) 682-6722 x233.

Next Steps

1. Review the information on this form.
2. Input your digital signature near the bottom of the page.

Coop Information - North Eugene / Triangle Lake

Activity: Girls Soccer **Duration:** 1 years **School Years:** 2022-23 through 2022-23

Reason: *This is the reason for creating this cooperative sponsorship.*
Triangle Lake does not offer soccer.

Practice Location: North Eugene HS **Contest Location:** North Eugene HS
This is where practices will be held. *This is where home contests will be held.*

Placement

Combined ADM: 690 **Coop Classification:** 5A **Coop League:** 5A-2 (2022-2025) Midwestern League
Sum of both school's ADM numbers from the selected starting school year. *Based on the combined ADM, this coop would compete in this classification.* *The selected league in which this coop will join and compete.*

Host School	School 2
North Eugene	Triangle Lake
Classification: 5A, ADM: 653	Classification: 1A, ADM: 37
League: 5A-2 Midwestern League	League: 1A-3 Mountain West League

League Approval

DOING THE RIGHT THING MATTERS.

Proud to sponsor the Les Schwab Team of the Month!



Cooperative Sponsorship Application Form

Form Actions Coop Application Form Status and Progression

[? Help](#) **Awaiting Your Digital Signature, Please Review and Sign** WORK ▶ ▶ ▶ SUBT ▶ ▶ ▶ DONE

 Awaiting your approval and digital signature.

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Next Steps

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Coop Information - North Eugene / Triangle Lake

Activity: Girls Soccer **Duration:** 1 years **School Years:** 2022-23 through 2022-23

Reason: *This is the reason for creating this cooperative sponsorship.*
Triangle Lake does not offer soccer.

Practice Location: North Eugene HS
This is where practices will be held.

Contest Location: North Eugene HS
This is where home contests will be held.

Placement

Combined ADM: 690
Sum of both school's ADM numbers from the selected starting school year.

Coop Classification: 5A
Based on the combined ADM, this coop would compete in this classification.

Coop League: 5A-2 (2022-2025) Midwestern League
The selected league in which this coop will join and compete.

Host School

North Eugene
Classification: 5A, ADM: 653
League: 5A-2 Midwestern League

School 2

Triangle Lake
Classification: 1A, ADM: 37
League: 1A-3 Mountain West League

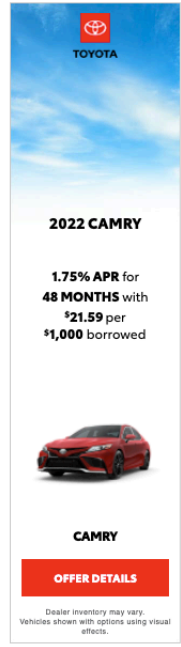
League Approval

Cooperative sponsorship applications must obtain approval from the regular league or special district in which the proposed cooperative team will participate.

League/Special District Representative for 5A-2 Midwestern League

Name: Erik Hoberg
Email: hoberg_e@4j.lane.edu
Signature: /Erik Hoberg/

School: Churchill
Role: AD
Date Decided: 6/13/2022



2022 CAMRY

1.75% APR for **48 MONTHS** with **\$21.59** per **\$1,000** borrowed

CAMRY

OFFER DETAILS

Dealer inventory may vary. Vehicles shown with options using visual effects.





ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

June 22, 2022

Title

Approve Inclusion of Professional Development Time in Calculation of Instructional Time for the 2021-22 school year.

Presenter

Dr. Brooke Wagner, Assistant Superintendent for Instruction
Oscar Loureiro, Director of Research and Planning

Background

Summary: Approval of this action item will allow district administration to report to ODE in its Division 22 report that the district is complying with state requirements to provide students with no less than the state-mandated minimum instruction hours.

The law: OAR 581-022-2320 requires that districts provide a minimum number of instructional hours to be received by Oregon students as follows:

- 900 Grades K-8
- 990 Grades 9-11
- 966 Grade 12

State law also provides that with the approval of a district school board, the district may include certain non-instructional activities in its calculations of instructional time if those activities occurred, including up to 30 hours for staff professional development time.

Given the changes in the school calendars approved by the board earlier this school year, the number of instructional hours received by 4J students in 2021-2022 was up to nine (9) hours below the legally mandated minimum, depending on the grade level. In order for the district to report to ODE that it has provided instructional hours in compliance with OAR 581-022-2320 for the 2021-22 school year, the board will need to approve an instructional time allowance of nine (9) professional development hours. This is an allowable action by the board because the district did in fact deliver at least nine hours of professional development during 2021-22.

Options and Alternatives

Not approving the use of professional development hours will result in the district reporting to ODE that it is out of compliance with ODE's instructional hours requirements and informing ODE of its corrective action plan for the 2022-23 school year.

Recommendation

The superintendent recommends that the board approve the use of nine (9) hours of staff professional development in the district's calculation of instruction hours at all grade levels for the 2021-22 school year.



ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

Wednesday, June 22, 2022

Title

Elementary Language Arts Adoption Purchase

Presenters

Eric Anderson, Director of Curriculum

Brooke Wagner, Assistant Superintendent of Instruction

Background

The Eugene community approved a bond in 2018 for adoption of new curriculum in many areas. During the 2021-22 school year, a team of 60 elementary educators, led by literacy teachers on special assignment, worked to evaluate, pilot, and adopt new curricular materials. On May 18, the school board was presented with the materials and on June 1, 2022 the board unanimously approved the adoption and purchase of new language arts curriculum for all K-5 elementary schools. Spanish dual language schools adopted American Reading Company Core. All other schools will adopt Wit and Wisdom suite, with Foundations and Geodes. The estimated purchase price of \$4.8 million.

Options and Alternatives

84% of English language arts adoption team classroom teachers voted to choose Wit and Wisdom, with Geodes and Foundations. 100% of Spanish language arts adoption team voted for American Reading Company Core. The alternative to purchasing the newly approved curricula is to keep the current programs, Journeys and Maravillas. Both of these programs have been in use for 14 years and are in need updating and are no longer aligned to Common Core State Standards.

Which students, and how many, are served by this project?

All K-5 students, in all schools, will be served this purchase of new language arts materials.

Budget/Resource Implications:

	Estimated number of students	Number of schools	Per Student Cost, per year	Estimated Total
Wit and Wisdom Suite and American Reading Company Core	6901	19	\$99	\$4.8 million

Recommendation

The Superintendent recommends the approval purchase of new language arts curriculum for the estimated cost of \$4.8 million.



ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

Wednesday, June 22, 2022

Title

Elementary Health Curriculum

Presenters

Eric Anderson, Director of Curriculum

Brooke Wagner, Assistant Superintendent of Instruction

Background

Currently in 4J, there is no viable, aligned, comprehensive Health Ed. curriculum in our elementary schools. The date of the last K-5 Health curriculum adoption is unclear. Compliance with the OARs Chapter 581, Division 22 standards requires us to have a curriculum in place so teachers can provide up-to-date instruction that aligns with the current Oregon Health Education Standards. Reintroducing Comprehensive Health Education at the elementary level will result in our students growing their Health decision-making skills, prepare them for secondary level Health coursework, and enhance their overall Health Literacy.

Best practices in Health Education demands we provide high-quality, current, medically accurate, culturally inclusive, skills-based instructional materials for each K-5 teacher in 4J. Equitable access to comprehensive Health Ed across our K-5 schools aligns with our district values of prioritizing equity.

After a rigorous review, 100% of our K-5 Health Adoption Team (which is composed of K-5 teachers, school counselors, an Equity Manager, and SDSs representing all four regions) has followed the current Board ARs for Instructional Materials Adoption for “Non-Core” curriculum and unanimously recommends the district purchase The Great Body Shop program to be used in all 4J elementary schools, including EOA.

The estimated purchase price of this contract is \$430,000 and includes teacher’s kits for each K-5 classroom teacher with individual guides for all 10 units, an Implementation Guide, 10 monthly Student Issues for each student that are updated yearly, a 7-year digital student (and teacher) license with access to all curriculum components - in multiple languages - including audio-versions of the Student Issues, a parent access portal, and on-going, flexible, annual professional development for the life of the contract. We will purchase the program as soon as possible so that we can have materials (teacher kits) barcoded and in classrooms before staff return, as well as being available for community viewing at Bailey Hill Instructional Center.

Options and Alternatives

Without the purchase of an aligned, comprehensive Health curriculum, 4J will continue to be years out of compliance with Division 22 standards. Without a viable, aligned, updated Health

Ed. curriculum teachers may feel the need to resort to using materials from TeachersPayTeachers or other unverified sites, or not teach Health at all. The alternative to purchasing a Health curriculum is to maintain the status quo of not providing high quality materials and a continued lack of routine Health Ed. instruction for our elementary students.

Which students, and how many, are served by this project?

For this 7 year contract with The Great Body Shop publisher, The Children’s Health Market, a total of 19 in-person schools + EOA for an approximate total of 6,800 students will be served.

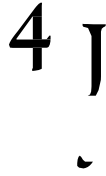
Budget/Resource Implications:

Grade Level	Teacher Costs	Student Costs	Total per grade level:
K	56 kits = \$4,070	\$72,975	\$77,045
1	51 kits = \$3,795	\$65,625	\$69,420
2	51 kits = \$2,805	\$65,625	\$68,430
3	53 kits = \$2,915	\$72,450	\$75,365
4	50 kits = \$2,750	\$65,100	\$67,850
5	52 kits = \$2,860	\$68,250	\$71,380
(Implementation PD + Annual PD is included)			Subtotal = \$429,490 (+Est. 10% Shipping = \$42,949) TOTAL = \$472,439

Funding: All materials purchased are funded by bond monies

Recommendation

The Superintendent recommends the approval of \$473,000 for The Great Body Shop to provide access to our approved Health curriculum for all K-5 classrooms.



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

June 22, 2022

Title

Approve Agreement with EEA to Increase Compensation for Staff in Summer School Programs

Presenter

Karen Hardin – Director of Human Resources

Background

Every year the school district provides summer school programs to support student academics and enrichment and in 2022, the district has received grant funds from the State of Oregon to support learning loss and transitions for students due to the pandemic. Recruitment of current employees, both licensed and classified, to support 4J summer programs for 2022 is essential. However, the coronavirus pandemic over the last two years continues to be taxing for staff and has had a negative effect on the district’s ability to recruit and adequately staff summer school programs within the district. Currently, the district has not been able to find adequate staff to support all of our scheduled programs, including our Extended School Year program, which supports students who have summer learning in their Individualized Education Plan.

This district reached out to the Eugene Education Association, representing licensed employees, and has reached tentative agreement on a proposed memorandum of agreement. The proposed agreement includes:

- Compensation would be modified for summer enrichment programs operating between June 21 and August 20, 2022.
- The proposed modified compensation would apply to all bargaining unit members who are employed by the district in 2022 one of the identified district summer programs: Kinders in Transition (KITS), Summer Enrichment and Academic Learning (SEAL), Extended School Year-Special Education (ESY), Kelly Middle School’s SSA Summer Program, Credit Recovery and Summer Bridge (8th grade transition into high school).
- Bargaining unit members in will be compensated with a bonus of \$1,000 for KITS, SEAL, ESY, Kelly Middle School’s SSA Summer Program, Credit Recovery and \$250 for Summer Bridge.

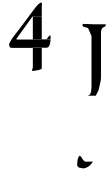
EEA ratified the agreement on Thursday, June 2, 2022.

Budget/Resource Implications:

The proposed Memorandum of Agreement (MOA), in combination with the proposed MOA between the district and EEA will not exceed funding available by identified grant funds.

Recommendation

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



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

June 22, 2022

Title

Approve Memorandum of Agreement with OSEA - Compensation for Staff in Summer School Programs

Presenter

Karen Hardin – Director of Human Resources

Background

Every year the school district provides summer school programs to support student academics and enrichment and in 2022, the district has received grant funds from the State of Oregon to support learning loss and transitions for students due to the pandemic. Recruitment of current employees, both licensed and classified, to support 4J summer programs for 2022 is essential. However, the coronavirus pandemic over the last two years continues to be taxing for staff and has had a negative effect on the district’s ability to recruit and adequately staff summer school programs within the district. Currently, the district has not been able to find adequate staff to support all of our scheduled programs, including our Extended School Year program, which supports students who have summer learning in their Individualized Education Plan.

This district reached out to the Oregon School Employees Association, representing classified employees, and has reached tentative agreement on a proposed memorandum of agreement. The proposed agreement includes:

- Compensation would be modified for summer enrichment programs operating between June 21 and August 20, 2022.
- The proposed modified compensation would apply to all bargaining unit members who are employed by the district in 2022 one of the identified district summer programs: Kinders in Transition (KITS), Summer Enrichment and Academic Learning (SEAL), Extended School Year-Special Education (ESY), Kelly Middle School’s SSA Summer Program, Credit Recovery and Summer Bridge (8th grade transition into high school).
- Bargaining unit members in will be compensated with a bonus of \$1,000 for KITS, SEAL, ESY, Kelly Middle School’s SSA Summer Program, Credit Recovery and \$250 for Summer Bridge.

OSEA is taking a ratification vote on Friday, June 18, 2021.

Budget/Resource Implications:

The proposed Memorandum of Agreement (MOA), in combination with the proposed MOA between the district and EEA and will not exceed funding available by identified grant funds.

Recommendation

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



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

June 22, 2022

Title

Approval of Private Alternative Education Options Contracts

Presenter

Katherine Lange, Director of Student Services; Holly Langan, Director for Support Services

Background

Annually, the board is required to review and approve private alternative education providers. Oregon Department of Education (ODE) Oregon Law defines Alternative Education as a school or separate class group designed to best serve students' educational needs and interests and assist students in achieving the academic standards of the school district and the state (ORS 336.615). All private alternative education schools and programs must be registered with the Oregon Department of Education (ODE) before a school district may contract with or distribute public funds to the program. Students are placed in programs that best meet their educational needs. These contracts are exempt from competitive procurement because the district contracts with all ODE authorized providers in our region.

Recommended for private alternative education services are contracts with Wellsprings Friends School and three programs through Looking Glass Community Services, including Center Point School, New Roads School, and Riverfront School.

In approving alternative education programs, the board is required to evaluate each program before awarding a contract. Lane County school districts have agreed to share evaluations of alternative education programs to reduce redundancy and increase efficiency. Each program recommended was evaluated and approved in 2019-20, however, evaluations for 2020-21 were waived by ODE due to the COVID-19 pandemic. Due to logistical issues such as distance learning, hybrid instruction, visitor restrictions and other COVID-19 mitigations strategies, only two evaluations were completed in 2020-21. Although not formally evaluated, the district's experience of services provided prior to this year have been compliant with expectations and requirements.

Options and Alternatives

The District has an established assessment and referral process to place students appropriately into alternative education programs when space is available. Should the board not approve these awards, options for these students would be severely restricted. It is considered to be cost prohibitive for the District to create specialized programs for such small groups of students.

Budget/Resource Implications:

Payment to alternative education providers is the actual per pupil cost of the provider's program or an amount equal to 80% of the District's estimated current year average per pupil net operating expenditure as defined in OAR 581-023-0041, whichever is less, under ORS 336.635. Eighty percent of the net operating expenditure for 2021-22 is estimated to be \$8,829 per ADM (80% of \$11,036, the District's estimated net operating expenditure).

For special education students approved for weighted ADM (ADMw), providers are paid at the district's estimated current year average per pupil net operating expenditure. One hundred twenty percent of the net operating expenditure for 2021-22 is estimated to be \$13,244 (120% of \$11,036, the District's estimated net operating expenditure).

Board and Superintendent Goals

Private alternative education programs meet the District's goal to increase achievement for all students and close the achievement gap. Contracting for specialized services efficiently expends district resources, which responds to the board goal of providing prudent stewardship of district resources to best support student success, educational equity and choice.

Recommendation

The superintendent recommends awarding contracts for private alternative education services to the following programs: Wellsprings Friends School and three programs through Looking Glass Community Services, including Center Point School, New Roads School, and Riverfront School and Career Center.

From: "Julie Simmonds" <jsimmonds@lesd.k12.or.us>
To: "Amy Tidwell" <Amy.Tidwell@bethel.k12.or.us>, "Reta Doland" <rdoland@ohswarriors.net>, "Cydney Vandercar" <vandercar_c@4j.lane.edu>, "chad hamilton" <chad.hamilton@slane.k12.or.us>, "Andy Grzeskowiak" <agrzeskowiak@siuslaw.k12.or.us>
Cc: "Carol Knobbe" <cknobbe@lesd.k12.or.us>, "Vonnie McClellan" <vmcclellan@siuslaw.k12.or.us>, "Tonya Kerns" <tonya.kerns@slane.k12.or.us>, "Lori McMahon" <lmcmahon@oakridge.k12.or.us>, "Jill Busby" <Jill.Busby@bethel.k12.or.us>, "Lisa Fjordbeck" <fjordbeck_1@4j.lane.edu>
Sent: Monday, June 15, 2020 9:26:36 AM
Subject: Update: Alternative Education Program Evaluations for 2020-21

STOP. THINK. VERIFY. This message is not from a 4J address. Stop, think, and verify the source before you click links, open attachments, or respond. Never share passwords or confidential information.

Greetings,

The Oregon Department of Education has informed Lane ESD that the Division 22 requirement to evaluate Alternative Education providers has been waived for the 2020-21 school year (due to the pandemic).

Julie

Greetings,

You are receiving this email as a person identified to conduct an Alternative Education Program evaluation for the 2020-21 school year. Alternative Education Program evaluations are due to be completed this Spring, and individual school district boards must act to approve these evaluations prior to the district(s) placing students in the program.

Lane County school districts have agreed to share evaluations to reduce redundancy and increase efficiency. The evaluation assignments, decided by the Lane County Superintendents' Council, are attached. ODE provides a toolkit to conduct annual evaluations. Lane ESD has posted the toolkit, which includes the document used to do the evaluation, [on its website](#). The document is a Word document and can be edited or changed according to district needs.

Please forward completed evaluations to me. I will have them posted to the [Lane ESD Alternative Education webpage](#) for all Lane County districts to access.

Thank you. Please email supt-office@lesd.k12.or.us with any questions.

Julie

-- Julie Simmonds Executive Assistant Superintendent's Office Lane
Education Service District 1200 Highway 99 N Eugene, OR 97402
541.461.8213 541.461.8298 (fax)

<https://www.lesd.k12.or.us/admin/alternative-schools.html>
<https://docs.google.com/document/d/1-cSxGFvZ5pSYI-O5-VB8JNTJWNyshurW/edit>

Lane County Alternative Education Site Visit Schedule 2021

Program	Assigned District to Evaluate 2021
Looking Glass—Center Point	Bethel
Looking Glass—Riverfront School	Oakridge
Looking Glass – New Roads	Oakridge
Wellsprings	Siuslaw

Program	Person/District to Evaluate 2022	Notes
Eugene Sudbury		Not registered with ODE
Bridgeway House		Not registered with ODE as Alt Ed Program. Registered as a Private School
Jasper Mt. Center		Registration in process
SAFE Center		Registration in process
Child’s Way Alternative		Not registered with ODE
Looking Glass—Center Point		
Looking Glass—Riverfront School	Oakridge Reta Doland	
Looking Glass – New Roads		
Sahara Children’s School		Not registered with ODE
Wellsprings	Eugene Kat Lange	

ALTERNATIVE EDUCATION PROGRAM TOOLKIT for PROGRAM EVALUATION

“As used in ORS 336.615 to 336.665, ‘alternative education program’ means a school or separate class group designed to best serve students’ educational needs and interests and assist students in achieving the academic standards of the school district and the state.” ORS 336.615.

“School districts shall adopt policies and procedures for the approval and annual evaluation of alternative education programs under ORS 336.615-336.665 (Alternative Education Programs) that receive public funds.” OAR 581-022-1350(2). “Each school district operating, participating in or contracting for a public or private alternative education program shall evaluate the program at least annually. The district shall provide the public or private alternative education program with a copy of the written evaluation.” ORS 336.655.

This toolkit is intended to provide a resource for school districts and school district boards for their evaluations of the public and private alternative education programs that they operate or contract with.

This toolkit may be updated periodically in response to changes in Oregon Revised Statutes, Oregon Administrative Rules, or in response to comments from districts or programs.

Links to the ORS and OAR cited in the toolkit are available on the Department of Education’s [Alternative Education webpage](#) . The list of registered private alternative education programs and the standards adopted by the State Board of Education for those programs are also available on that page.

Please direct questions or comments to [Annie Marges](#) . She can also be reached at 503-934-0787.

Standard	Status C = In compliance E = Exemplary NC = Not-in compliance NA = Not Applicable	Explanation(s) C: List Indicators E: List Indicators NC: Outline Compliance Plan NA: Explain
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DISTRICT: Bethel

SCHOOL YEAR: 2020/21

ALTERNATIVE EDUCATION PROGRAM: Looking Glass CenterPoint

CHECK ONE:

Public Program

Private Alternative Program

PROGRAM EVALUATION BY DISTRICT: OAR 581-022-1350(2)

The school district has policies and procedures for the at least annual evaluation of alternative education programs under ORS 336.615-665 that receive public funds. Evaluation of this program ensures the following.	C	(OSBA Sample Policy References: IGBHA, IGBHA-AR(1), IGBHA-AR(2))
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The Private Alternative Program

Prior to contracting with or distributing public funds to a private alternative program, the district confirmed that the program is registered with the Oregon Department of Education as required by OAR 581-021-0072.	C	Updated Nov. 2020, attached.
The private alternative program's annual statement of expenditures has been reviewed consistent with ORS 336.635(2). See the ODE alternative education webpage for model expenditure statement formats.	C	Attached
Before contracting with a private alternative program for special education services, the district confirmed that the private program is approved by the ODE to provide those services.	C	Attached letter from ODE
The private alternative program enhances the ability of the district and its students to achieve district and state standards.	C	Course offerings, syllabi, transcripts. Course names aligned with district NCES.
Consistent with OAR 581-023-0006(8), Private Alternative Programs, the contracted		

Standard	Status C = In compliance E = Exemplary NC = Not-in compliance NA = Not Applicable	Explanation(s) C: List Indicators E: List Indicators NC: Outline Compliance Plan NA: Explain
Prior to contracting with or distributing public funds to a private alternative program, the district confirmed that the program is registered with the Oregon Department of Education as required by OAR 581-021-0072.	C	Updated Nov. 2020, attached.
private alternative program:		
<ul style="list-style-type: none"> Maintains records of school attendance, group sizes, and other information required by the contracting district. 	C	Documentation of attendance records provided. Additionally, attendance tracked by cohort for Covid 19 Contact Tracing purposes.
<ul style="list-style-type: none"> Reports required school finance accounting information to the district at least twice yearly, once each for October 1 through December 31 and for ten days after the end of the school year. 	C	Documentation provided of monthly roll sheet for all students.
<ul style="list-style-type: none"> Retains student attendance records for at least two years. 	C	The file room contains records kept for at least seven years.
The contract between the district and the private alternative education program states that suspension or revocation by the ODE of the private program's registration will suspend or terminate the district's contract with and distribution of public funds to the program for the term of the suspension or termination of the registration.	C	Fee agreement specifies contract language. Districts must contract with Looking Glass for services.
The contract between the school district and the private alternative education program states that non-compliance with a rule or statute implemented by OAR 581-022-1350 may result in the termination of the contract.	C	Fee agreement specifies compliance with rules and statutes.
The private alternative program is in compliance with its contract with the district, including each statute, rule, or school district policy that is specified in the contract.	C	

Standard	Status C = In compliance E = Exemplary NC = Not-in compliance NA = Not Applicable	Explanation(s) C: List Indicators E: List Indicators NC: Outline Compliance Plan NA: Explain
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The Public Alternative Program

The public alternative program complies with all state statutes and rules and federal laws that apply to public schools.		
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Each Public or Private Alternative Program

The program implements an education plan and education profile for each student that meet the requirements of OAR 581-022-1120(3)(a) and (b) and 581-022-1130(3).	C	Template of Educational and Career Plan provided. Students complete these in a course.
Each student's education plan includes criteria for determining if, when, where, and how the student may transition from the alternative program.	C	Educational Profile/Career Plan is completed for all students, in addition to the Transition components of special education.
A transportation plan is in place ensuring that the program is accessible to each student approved for placement in the program.	C	Districts transport, Transportation is included on IEPs, CenterPoint provides a point person to support with Transportation.
The program complies with each eligible student's IEP.	C	Progress reports indicate evidence of progress toward IEP goals.
The program assists the district in meeting its	C	Curriculum Guide

Standard	Status C = In compliance E = Exemplary NC = Not-in compliance NA = Not Applicable	Explanation(s) C: List Indicators E: List Indicators NC: Outline Compliance Plan NA: Explain
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The program implements an education plan and education profile for each student that meet the requirements of OAR 581-022-1120(3)(a) and (b) and 581-022-1130(3).	C	Template of Educational and Career Plan provided. Students complete these in a course.
comprehensive K-12 instructional program.		provided.
The program ensures that students receive adequate instruction in the educational standards adopted by the State Board of Education for the grade level(s) the program serves for students to meet state and local benchmark standards.	C	(OSBA Sample Policy References: IGBHG, IGBHB-AR)
The program ensures that each student participates in district and state assessments of student achievement.	C	(OSBA Sample Policy Reference: IGBHA-AR(2))
The results of student performance on state assessments are reported annually to students, parents, and the school district.	C	Template of letter to families was provided.
The program collects and reports to the district each student's local and state assessment, attendance, behavior, graduation, dropout, and other data required by the district and the state.	C	CenterPoint sends this documentation to registrars at each student's school district.
<p>The program serves students who are in one or more of these subgroups. Students</p> <ul style="list-style-type: none"> • who are suspended, expelled, or considered for suspension or expulsion. • whose attendance is so erratic that they are not benefiting from school. • who have not met or who have exceeded benchmark academic standards. • whose parent or legal guardian applies for a 	E	IEP teams make placement decisions to place students at CenterPoint, as appropriate to CenterPoint's mission.

Standard	Status C = In compliance E = Exemplary NC = Not-in compliance NA = Not Applicable	Explanation(s) C: List Indicators E: List Indicators NC: Outline Compliance Plan NA: Explain
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The program implements an education plan and education profile for each student that meet the requirements of OAR 581-022-1120(3)(a) and (b) and 581-022-1130(3).	C	Template of Educational and Career Plan provided. Students complete these in a course.
<p>student's exemption from compulsory school attendance on a semiannual basis consistent with OAR 581-021-0075, Exemption From Compulsory Attendance.</p> <ul style="list-style-type: none"> • who are under 21 prior to the start of the district's school year and who need additional instruction to earn a diploma; or • who are individually approved for placement consistent with the district's board policies regarding the placement. 		
Activities provided by the alternative education program and claimed for state school funds, and the diploma credits allowed for those activities, are only those approved by the district consistent with OAR 581-023-0008, Accountable Activities for Alternative Education Programs. The allowable activities are listed in the contract with the private alternative program.	C	Individual districts must contract with Looking Glass for services.
Students receiving online instruction are accounted for consistent with reporting guidelines published in the Oregon Student Personnel Accounting Manual.	NA	
Each claim of state school funds is made consistent with OAR 581-023-0006, Student Accounting Records and State Reporting, and with the Oregon Student Personnel Accounting Manual.	C	CenterPoint reports attendance to districts, who are required to follow OAR 581-023-0006.
Consistent with ORS 336.635 (2) and OAR 581-022-1350(3), the alternative education program in which the student enrolls with the districts' approval notifies	C	Districts retain

Standard	Status C = In compliance E = Exemplary NC = Not-in compliance NA = Not Applicable	Explanation(s) C: List Indicators E: List Indicators NC: Outline Compliance Plan NA: Explain
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The program implements an education plan and education profile for each student that meet the requirements of OAR 581-022-1120(3)(a) and (b) and 581-022-1130(3).	C	Template of Educational and Career Plan provided. Students complete these in a course.
the student's resident district. It may bill the district for tuition. The billing is annually or at the end of each term or semester of the program. For each full-time equivalent student enrolled in the alternative education program, the school district pays the actual cost of the program or an amount at least equivalent to 80 percent of the district's estimated current year's average per student net operating expenditure, whichever is lesser. Each alternative education program is accountable for the expenditures of all State School Fund and other local school support moneys. It provides the school district with an annual statement of such expenditures. See the ODE alternative education webpage for model expenditure statement formats.		billing records.
The program and district maintain education records for each student in a public or private alternative education program consistent with OAR 581-022-1660(3) and with OAR 581-021-0210 through 581-021-0440. See the Student Records Handbook.	C	Documentation of 1120 and 1130 were provided.
The program and district include data for each student in reports required by the ODE.	C	Documentation of transcripts, IEPs, Extended Applications, etc. were provided.

Example Indicators of Compliance for Use Above:

- Current district policies
- Minutes of school district or education service district board
- Contract(s) with the private alternative program/school
- Written evaluations of the public and private program/school
- Reviewed financial statement(s) from the private alternative program/school
- Curriculum mapping/alignment documents from the alternative program/school

Standard	Status C = In compliance E = Exemplary NC = Not-in compliance NA = Not Applicable	Explanation(s) C: List Indicators E: List Indicators NC: Outline Compliance Plan NA: Explain
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- Reports of state and local assessment administration schedules
- Student performance results on state and local assessments
- Student attendance and behavior records
- Interviews and focus groups with students, parents, staff
- Other indicator(s) required by the contract between the district and the private alternative program/school.

DISTRICT: Bethel
 SCHOOL YEAR: 2020/21
 ALTERNATIVE EDUCATON PROGRAM: CenterPoint
 CHECK ONE:
 Public Program
 Private Alternative Program

Date of approval by District Board:

Date(s) of Evaluation(s): April 27th, 2021

Evaluator(s): Amy Tidwell and Kee Zublin

EVALUATION: COMMENTS AND RECOMMENDATIONS



**EUGENE SCHOOL DISTRICT 4J
PRIVATE ALTERNATIVE EDUCATION SERVICES AGREEMENT**

Agreement # 22-050

THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF SIGNED BY DEPUTY CLERK OR AUTHORIZED DESIGNEE

This Private Alternative Education Services Agreement (Agreement) is hereby made between **Eugene School District 4J**, hereinafter DISTRICT, and **Looking Glass Community Services**, hereinafter CONTRACTOR, according to these Agreement terms, conditions, and provisions. All information in this Agreement is subject to public records law.

1. CONTRACTOR INFORMATION

Looking Glass Community Services

Legal Name as Reported to IRS

Business Name, or "doing business as", if different

1790 W. 11th Avenue, Ste 200, Eugene, OR 97402

Address, City, State, Zip

541-686-2688

craig.opperman@lookingglass.us

Phone

Email

lookingglass.us

Website

2. AGREEMENT TERM. This Agreement is effective for the 2021-22 school year, beginning on July 1, 2021 through June 30, 2022 **and only upon full execution by each party and approved as required by applicable law**, unless amended or terminated by the District or Contractor under the terms of this Agreement.

3. SERVICES.

3.1. **Performance of Services.** Contractor shall perform the services (Services) and deliver to District the deliverables ("Deliverables") set forth in Exhibit E, the Statement of Work (Statement of Work). The Statement of Work includes the delivery schedule for the Deliverables and Services. All private alternative education schools and programs must be registered with the Oregon Department of Education. Contractor's schools and programs that have been approved for SY2021-22 are the following: **Center Point School, Riverfront School and Career Center, and New Roads.** Each approved program will be set forth in a Schedule ("Schedule"). Each Schedule shall be sequentially numbered attached hereto. Contractor shall perform the Services in accordance with the terms and conditions of this Agreement.

3.2. **Submission and Acceptance of Deliverables.** When the Statement of Work requires Contractor to deliver Deliverables to District, then Contractor shall deliver Deliverables that comply with the requirements and acceptance criteria set forth in the Statement of Work. Contractor shall provide written notice to District upon delivery of a completed Deliverables to District. By no later than (i) 15 business days after receipt of such notice, or (ii) the date or period for review set forth in the Statement of Work, District will determine whether the Deliverables has the characteristics and otherwise meets the acceptance criteria set forth in the Statement of Work. If District determines that the Deliverables has the characteristics and meets acceptance criteria set forth in the Statement of Work in all material respects, District will notify Contractor in writing of District's acceptance of the Deliverables.

3.3. **Rejection of Deliverables; Corrections.** If District determines that a Deliverables does not have the characteristics or otherwise meet the acceptance criteria set forth in the Statement of Work in all material respects, District will notify Contractor in writing of District's rejection of the Deliverables, and describe in reasonable detail in such notice the District's basis for rejection of the Deliverables.

Upon receipt of notice of non-acceptance, Contractor shall, within a 15 business day period, modify or improve the Deliverables at Contractor's sole expense so that the Deliverables has the characteristics described in the Statement of Work and meets, in all material respects, the acceptance criteria, and notify the District in writing that it has completed such modifications or improvements and re-tender the Deliverables to District. District will thereafter review the modified or improved Deliverables within 15 business days of receipt of the Contractor's delivery of the Deliverables. Failure of the Deliverables to have the characteristics or meet in all material respects the acceptance criteria set forth in the Statement of Work after the second submission will constitute a default by Contractor. In the event of such default, District may either, (i) notify Contractor of such default and instruct Contractor to modify or improve the Deliverables as set forth in this Section, or (ii) notify Contractor of such default and pursue its remedies for default provided for by law or the terms of this Agreement.

- 3.4. **Termination with Cause.** If a private alternative education program's registration with ODE is suspended or revoked, this Agreement and distribution of public funds will be suspended or revoked for the term of the suspension or termination of the program's registration. If the private alternative education program is in non-compliance with a rule or statute implemented by OAR 581-022-1350, this agreement may be terminated.

4. COMPENSATION.

- 4.1. **Payment Rates.** Each school year, the District's Budget office will calculate the tuition rate for contracts associated with alternative education. The tuition rate is calculated in accordance with ORS 336.635 and OAR 581-02-0041 and is based on the District's adopted budget. Tuition rate for each approved program will be set forth in a Schedule ("Schedule"). Each Schedule shall be sequentially numbered attached hereto.
- 4.1.1 The District will pay private alternative education providers on a monthly basis the actual per pupil cost of the provider's program or an amount equal to 80% of District's estimated current year average per pupil net operating expenditure as defined in OAR 581-023-0041, whichever is less, in accordance with OR 336.635.
- 4.1.2 For special education students approved for weighted ADM (ADMw), the District will pay providers on a monthly basis for the actual per pupil cost of the provider's program or an amount equal to 120% of the District's estimated current year average per pupil net operating expenditure.
- 4.1.3 For programs funded by State and Federal funds, the District will pay private alternative education providers on a specified schedule.
- 4.1.3.1 The District will compensate providers based on Oregon Department of Education funds and Federal IDEA and Title I Funds.
- 4.1.3.2 In the event the full amount of State and Federal funds are not available to the District, the District reserves the right to adjust funding levels to private alternative education providers based on the actual amount of funds received by the District.
- 4.1.4 The District will not compensate private alternative education providers for students who are enrolled full time in another school or alternative education program.
- 4.1.5 Tuition rate for each approved program will be set forth in a Schedule ("Schedule"). Each Schedule shall be sequentially numbered attached hereto.
- 4.2. **Payments.** Payments, including interim payments, will be made only for completed and accepted Deliverables and Services, and will be made in accordance with the payment schedule and requirements set forth in Exhibit E.
- 4.3. **Invoices.** Contractor shall submit invoices in accordance with the payment schedule set forth in the Statement of Work. Invoices must describe all Services performed with particularity, including the

dates Contractor performed the Services for which it is requesting payment. Invoices shall itemize and explain all expenses that this Agreement requires District to pay and for which Contractor claims reimbursement.

4.4. **Expenses.** District will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in the Statement Work or elsewhere in this Agreement. Unless specifically stated and agreed, all travel-related expenses will be reimbursed at actual cost and not to exceed the GSA Per Diem Rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates>).

4.5. **Errors.** Contractor shall perform any and all additional work necessary to correct errors in the work required under this Agreement without undue delays or additional cost to District.

4.6. **Funds Available and Authorized.** District believes it has sufficient funds currently available and authorized for expenditure to make payments under this Agreement within District’s annual budget. Contractor understands and agrees that District’s payments under this Agreement are contingent on District receiving appropriations, limitations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Agreement extends into District’s next fiscal year, District’s obligation to pay for such work shall be subject to approval of future District budget appropriations to fund this Agreement. Moreover, continuation of this Agreement at specified levels is specifically conditioned on adequate funding under the District’s budget adopted annually. District reserves the right to adjust the level of services provided for in this Agreement in accordance with funding levels adopted by the Board.

4.7. **Federal Funds.**

4.7.1. When specified below that District’s payments to Contractor under this Agreement will be paid in whole or in part by funds received by District from the U.S. Federal Government, then Contractor, by signing this Agreement, certifies that neither it nor its employees or subcontractors who will perform the Services are not currently employed by an District or department of the federal government.

Payments **Will** OR **Will not** be made in whole or in part with federal funds

4.7.2. If above indicates payment with federal funds, then District has determined that:
 Contractor is a sub-recipient Contractor is a vendor

5. AGREEMENT CONTACTS

Contractor’s Agreement Administrator

District’s Agreement Administrator

Craig Opperman, Chief Executive Officer
Name and Title
1790 W 11th Ave STE 200
Address
Eugene, OR 97402
City, State, Zip
541-686-2688
Phone
craig.opperman@lookingglass.us
Email

Katherine Lange
Name and Title
200 N. Monroe Street
Address
Eugene, OR 97402
City, State, Zip
541-790-7800
Phone
lange_k@4j.lane.edu
Email

6. CONTRACT DOCUMENTS. Each of the following attachments are incorporated by this reference and made a part of this Agreement.

- **Exhibit A: Taxpayer Information**
- **Exhibit B: Agreement General Terms and Conditions**
- **Exhibit F: Federal Terms and Conditions**
- **Exhibit C: Insurance Requirements**
- **Exhibit D: Fingerprinting and Background Check Requirements**
- **Exhibit E: Statement of Work**
 - **Schedule 1: Center Point School Program**
 - **Schedule 2: Riverfront School and Career Center Program**
 - **Schedule 3: New Roads Program**

7. SIGNATURES

I HAVE READ THIS CONTRACT, ANY ATTACHED EXHIBITS, AND THE TERMS AND CONDITIONS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

Contractor Signature, Title

Date

4J Signer: Brooke Wagner, Assistant Superintendent

Date

Exhibit A: Taxpayer Information

Tax Classification

Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by the Contractor. Contractor certifies under penalty of perjury that Contractor reports to the IRS under the tax classification checked below.

- Individual/sole proprietor or single-member LLC
- Partnership
- C Corporation
- S Corporation
- Trust/estate
- Limited Liability Company: Enter classification: C= C corporation S=S corporation, P=partnership) _____

Note: Check the appropriate above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

- Exempt Payee: Enter type of organization: _____

Note: See IRS Form W9 for types of payees exempt from backup withholding.

Taxpayer Identification Number (TIN): _____

The TIN provided must match the name given above to avoid backup withholding. For individuals, this is generally your social security number (SSN). For other entities, it is generally your employer identification number (EIN).

Contractor Statement

Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to Oregon Revised Statute (ORS) 305.620 and ORS chapters 316, 317 and 318. Contractor covenants that Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Contractor to comply with the tax laws before the execution of this Agreement or during the term of this Agreement is a default for which the District may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

Contractor Signature, Title

Date

Exhibit B: Agreement General Terms and Conditions

This Agreement between DISTRICT and CONTRACTOR includes the following terms, conditions, and provisions:

1. Contractor's Personnel.

- 1.1. Key Persons.** Contractor acknowledges and agrees that District selected Contractor, and is entering into this Agreement, because of the special qualifications of Contractor's key persons identified in the Statement of Work (each a "Key Person" and, together, "Key Persons"). Neither Contractor nor a Key Person may delegate performance of the powers and responsibilities that a Key Person is required to provide under this Agreement to another Contractor employee, subcontractor or agent without first obtaining the written consent of District. Further, Contractor may not re-assign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with the required expertise, experience, judgment, and personal attention, without first obtaining District's written consent to such re-assignment or transfer, which District will not unreasonably withhold or delay. Notwithstanding the foregoing, Contractor may replace a Key Person in the event the Key Person is no longer available due to circumstances beyond Contractor's reasonable control, such as death, illness, or termination of employment with Contractor. In the event Contractor requests that District approve a re-assignment or transfer of a Key Person, or if Contractor must replace a Key Person, District may interview, review the qualifications of, and approve or reject the proposed replacement for the Key Person. Any such replacement must have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by District in writing (email acceptable) will thereafter be deemed a Key Person for purposes of this Agreement, and the Statement of Work will be deemed amended to include such Key Person.
- 1.2. Payment for Replacement Key Personnel.** If District is paying Contractor on an hourly or other periodic basis, then Contractor will not charge District, and District will not pay, for a replacement Key Person while such replacement acquires the project knowledge and skills necessary to perform the Services. Such period of non-charge will be agreed upon by the parties.
- 1.3. Work Performed on District Property.** Contractor and Contractor staff shall comply with all policies, rules, procedures, and regulations established by District for access to and activities in and around premises controlled by District, including but not limited to:
 - 1.3.1.** When performing work on District property, Contractor and Contractor's employees shall be in appropriate work attire (or uniform, if applicable) at all times. Contractor attire must meet the guidelines for non-offensive, derogatory, or other requirements similar to District staff.
 - 1.3.2.** Each day Contractor or Contractor's employees are present on District property, they must sign in at the location's main office and obtain an identification/visitor tag. Contractor and Contractor's employees must display this tag on their person at all times while on District property.
 - 1.3.3.** All District properties are tobacco-free zones; Contractor and/or Contractor's employees are prohibited from using any tobacco product on District property.
 - 1.3.4.** All District properties are also drug-free, weapons-free and firearms-free zones; Contractor and/or Contractor's employees are prohibited from possessing on their persons or in their vehicles any drug, weapon or firearm while on District property.
- 1.4. Employee Removal:** At District's request, Contractor shall immediately remove any contractor employee, agent, representative or subcontractor from all district properties in cases where District in its sole discretion determines that removal of that individual is in the district's best interests.
- 1.5. Obligation to report abuse.** Contractor acknowledges District's obligations related to child abuse and sexual conduct. If there are reports or allegations of sexual conduct or child abuse involving one of Contractor's employees, Contractor agrees to immediately comply with the District's

request for removal of the employee. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information from District related to the prevention and identification of child abuse and sexual conduct, the obligations of school employees to report abuse and sexual conduct, and appropriate electronic communications with students and agrees to provide this information to any employee having direct, unsupervised contact with students. Contractor has reviewed and will comply with https://www.oregonlegislature.gov/bills_laws/ors/ors419B.html.

- 1.6. Hazardous Materials.** Contractor shall notify District before using any products containing hazardous materials to which district employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.

2. Independent Contractor; Responsibility for Taxes and Withholding

- 2.1. Independent Contractor.** Contractor shall perform all Services as an independent contractor. District reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Services; however, District may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.
- 2.2. No Conflicts.** Contractor, by signature to this Agreement, represents and warrants that Contractor's performance of the Services under this Agreement creates no potential or actual conflict of interest as defined by ORS 244; and no statutes, rules or regulations of any District, State of Oregon or Federal Agency for which Contractor currently performs work would prohibit Contractor from performing the Services under this Agreement.
- 2.3. Affiliation.** Contractor understands and agrees that it is not an "officer," "employee," or "agent" of the District, as those terms are used in ORS 174.109, ORS 244.020 or otherwise.
- 2.4. Taxes and Benefits.** Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless required by applicable law, District will not withhold from such compensation or payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Agreement, except as a self-employed individual.

3. Subcontracts, Successors, And Assignments

- 3.1. Subcontracts.** Contractor shall not enter into any subcontracts for any of the Services required by this Agreement without District's prior written consent. In addition to any other provisions District may require, Contractor shall include in any permitted subcontract under this Agreement provisions to ensure that District will receive the benefit of subcontractor's performance as if the subcontractor were Contractor. District's consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Agreement.
- 3.2. Successors and Assigns.** The provisions of this Agreement are binding upon and inure to the benefit of the parties to this Agreement, their respective successors, and permitted assigns, if any.
- 3.3. No Assignment.** Contractor shall not assign or transfer any of its rights or delegate its obligations under this Agreement without District's prior written consent.

4. Representations and Warranties.

- 4.1. Contractor's General Representations and Warranties.** Contractor represents and warrants to District that:
 - 4.1.1. Contractor has the power and authority to enter into and perform this Agreement;

- 4.1.2. This Agreement, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;
- 4.1.3. Contractor shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services;
- 4.1.4. Contractor prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
- 4.1.5. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the Effective Date, faithfully has complied with:
 - 4.1.5.1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 4.1.5.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - 4.1.5.3. Any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor;
 - 4.1.5.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and
 - 4.1.5.5. Contractor has no undisclosed liquidated and delinquent debt owed to the District.

4.2. Contractor's Performance Warranties.

- 4.2.1. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession;
- 4.2.2. The Services and each Deliverables delivered by Contractor pursuant to the Services will materially comply with any service descriptions, specifications, standards or requirements set forth in this Agreement;
- 4.2.3. Except as otherwise provided in this Agreement (including Section 5, Ownership of Work Product), Contractor shall transfer all Deliverables to District free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind; and
- 4.2.4. Except as otherwise set forth in this Agreement, any subcontractors performing work for Contractor under this Agreement have assigned all of their rights in the Deliverables to Contractor or District and no third party has any right, title or interest in any Deliverables supplied to District under this Agreement.

4.3. Warranties cumulative. The warranties set forth in Section 8 are in addition to, and not in lieu of, any other warranties set forth elsewhere in this Agreement.

5. Ownership of Work Product.

5.1. Definitions. As used in this Section 5, and elsewhere in this Agreement, the following terms have the meanings set forth below:

- 5.1.1. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Services.
- 5.1.2. "Third Party Intellectual Property" means any intellectual property owned by parties other than District or Contractor.

5.1.3. “Work Product” means everything that is originally made, conceived, discovered, or reduced to practice by Contractor or Contractor’s subcontractors or agents (either alone or with others) pursuant to this Agreement, including every invention, modification, discovery, design, development, customization, configuration, improvement, process, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection).

5.2. Original Works. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only. All Work Product created by Contractor pursuant to the Services, including derivative works and compilations of Work Product, and whether or not such Work Product is considered a work made for hire or an employment to invent, is the exclusive property of District. District and Contractor agree that such Work Product is “work made for hire” of which District is the author within the meaning of the United States Copyright Act. If for any reason the Work Product is not “work made for hire,” Contractor hereby irrevocably assigns to District any and all of its rights, title, and interest in all Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon District’s reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in District. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

5.3. License in Contractor Intellectual Property. In the event that a Deliverables delivered by Contractor under this Agreement is or is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to District an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Deliverables, and to authorize others to do the same on District’s behalf.

5.4. License in Third Party Intellectual Property. In the event that a Deliverables delivered by Contractor under this Agreement is or is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the District’s behalf and in the name of the District an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Deliverables, and to authorize others to do the same on District’s behalf.

5.5. No Rights. Except as expressly set forth in this Agreement, nothing in this Agreement may be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by District. Except as expressly set forth in this Agreement, nothing in this Agreement may be construed as granting to or conferring upon District any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

5.6. Marks. Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Agreement. Contractor agrees to follow District Policy KJ for Commercial Activities.

5.7. Competing Services. Subject to the provisions of this Section 9, and Contractor’s obligations with respect to Confidential Information, including as defined in Section 10, nothing in this Agreement

precludes or limits in any way the right of Contractor to: (i) provide services similar to those contemplated in this Agreement, or consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, Deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables delivered pursuant to this Agreement. Each party is free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Agreement free of any use restriction or payment obligation to the other.

6. Confidential Information.

- 6.1. Confidential Information.** Contractor acknowledges that it and its employees, officers, directors, agents or subcontractors (collectively, "Contractor Staff") may, in the course of performing the Services under this Agreement, be exposed to or acquire information that is confidential to District or District's clients. Any and all information of any form (including but not limited to records, files, papers, materials, documents, and communications in written, verbal, oral and electronic form) that Contractor or any Contractor Staff may come into contact with or that is obtained by Contractor or Contractor Staff in the performance of this Agreement shall be considered for the purposes of this Agreement the confidential information of District ("Confidential Information"). Contractor shall, and shall cause Contractor Staff to treat any reports or other documents or items (including software) that result from the use of the Confidential Information in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by Contractor or Contractor Staff acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure; (ii) is furnished by District to others without restrictions similar to those imposed by this Agreement; (iii) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (iv) is obtained from a source other than District without the obligation of confidentiality, (v) is disclosed with the written consent of District, or; (vi) is independently developed by Contractor or Contractor Staff who can be shown to have had no access to the Confidential Information.
- 6.2. FERPA Re-Disclosure. Family Education Rights and Privacy Act ("FERPA") Prohibits the Re-Disclosure of Confidential Student Information:** Except in very specific circumstances and as agreed in writing, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Agreement. Any re-disclosure of confidential student information must comply with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of District. If District grants permission, Contractor is solely responsible for compliance with the re-disclosure under 34 CFR §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Contractor in the performance of this Agreement must be used only for the purposes identified in this Agreement.
- 6.3. Security.** Any disclosure or removal of any district matter or property by Contractor without the express written permission of District shall be cause for immediate termination of this agreement. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against district because of Contractor's willful or negligent release of information, documents, or property contained in or on district property. District hereby deems all information, documents, and property contained in or on district property privileged and confidential.
- 6.4. Non-Disclosure.** Contractor shall hold, and shall cause Contractor Staff to hold, all Confidential Information in confidence, using the highest standard of care applicable, and shall not copy,

reproduce, sell, assign, license, market, transfer, distribute, or otherwise dispose of, give, make available or disclose, in whole or in part, directly or indirectly, Confidential Information to third parties (other than its authorized subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services to District hereunder, and shall advise Contractor Staff of their obligations to keep Confidential Information confidential. Contractor shall assist District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise District immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and Contractor will at its expense cooperate with District in seeking injunctive or other equitable relief in the name of District or Contractor against any such person. Contractor shall not at any time during or after the term of this Agreement, except as directed by District, disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement. Upon expiration or termination of this Agreement or at District's request, Contractor shall deliver to District all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing and unless otherwise specified in this Agreement, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of performance of the Services.

- 6.5. Confidentiality Policies.** Contractor shall, upon District's request, provide its policies and procedures for safeguarding Confidential Information to District for District's review and consent. Such policies must address information conveyed in oral, written, and electronic format and include procedures for how Contractor will respond when a violation or possible violation occurs.
- 6.6. Injunctive Relief.** Contractor acknowledges that breach of this Section 6, including disclosure of any Confidential Information, will cause irreparable injury to District that is inadequately compensable in damages. Accordingly, District may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of District and are reasonable in scope and content.
- 6.7. Publicity.** Contractor agrees that it will not disclose the form, content or existence of this Agreement or any Deliverables in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with District, whether or not such disclosure, publicity or association implies an endorsement by District of Contractor's services, without the prior written consent of District.

7. Indemnity by Contractor.

- 7.1. Claims.** Contractor shall defend, save, hold harmless, and indemnify District and its officers, employees, and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs (including attorneys' fees) and expenses (collectively, "Claims") of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Agreement, including but not limited to, unauthorized disclosure of Confidential Information, professional malfeasance, infringement of intellectual property rights, intentional, willful, or wanton wrongful acts, and acts outside the scope of Services set forth in this Agreement.
- 7.2. Legal Counsel.** If Contractor is required to defend District or their officers, employees or agents under Section 7.1, then Contractor shall select legal counsel reasonably acceptable to District to act in the name of, or represent the interests of the District or their officers, employees and agents. Further, District may assume its own defense, including that of its officers, employees and agents, at any time when in the District's sole discretion it determines that (i) proposed counsel is

prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the District or its officers, employees and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the District are served thereby. Contractor's obligation to pay for all costs and expenses includes those incurred by the District in assuming its own defense or that of its officers, employees, and agents under (i) and (ii) above.

7.3. Damages to District Property and Employees. Contractor is liable for all Claims for personal injury, including death, damage to real property and damage to tangible and intangible personal property of District or any of its employees, subcontractors or agents resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Agreement.

7.4. CONTRACTOR IS NOT AUTHORIZED TO SETTLE OR COMPROMISE ANY CLAIM REFERENCED IN THIS SECTION WITHOUT THE EXPRESS WRITTEN CONSENT OF DISTRICT.

8. Limitation of Liabilities.

8.1. EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 6, OR (ii) SECTION 7, CONTRACTOR'S LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO ONE AND ONE HALF TIMES THE MAXIMUM-NOT-TO-EXCEED AMOUNT OF THIS CONTRACT.

8.2. EXCEPT FOR LIABILITY TO THIRD PERSONS ARISING OUT OF OR RELATED TO (i) SECTION 6, OR (ii) SECTION 7, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

9. Insurance. Contractor shall maintain insurance as set forth in Exhibit C.

10. Default; Remedies; Termination.

10.1. Default by Contractor. Contractor will be in default under this Agreement if:

- 10.1.1. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- 10.1.2. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Agreement and Contractor has not obtained such license or certificate within 14 calendar days after District's notice or such longer period as District may specify in such notice; or
- 10.1.3. Contractor commits any material breach or default of any covenant, warranty, obligation, certification, or agreement under this Agreement, fails to perform the Services under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Services as to endanger Contractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after District's notice, or such longer period as District may specify in such notice; or
- 10.1.4. Contractor has liquidated and delinquent debt owed to the State of Oregon or any department or Agency of the State.

10.2. District's Remedies for Contractor's Default. In the event Contractor is in default under Section 10.1, District may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- 10.2.1. Termination of this Agreement under Section 10.6.2; or
- 10.2.2. Withholding all monies due for Services and Deliverables that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively; or
- 10.2.3. Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or

10.2.4. Exercise of its right of setoff, and withholding of amounts otherwise due and owing to Contractor, without penalty; or

10.2.5. Undertaking collection by administrative offset, or garnishment if applicable, of all monies due for Services and Deliverables to recover liquidated and delinquent debt owed to the District. Offsets or garnishment may be initiated after the Contractor has been given notice if required by law.

10.3. Remedies Cumulative. The remedies set forth in Section 10.2 are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 10.1, then Contractor will be entitled to the same remedies as if this Agreement was terminated pursuant to Section 10.6.1.

10.4. Default by District. District will be in default under this Agreement if:

10.4.1. District fails to pay Contractor any amount pursuant to the terms of this Agreement, and District fails to cure such failure within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

10.4.2. District commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

10.5. Contractor's Remedies. In the event District terminates this Agreement under Section 10.6.1, or is in default under Section 10.4, and whether or not Contractor elects to exercise its right to terminate the Agreement under Section 10.6.3, Contractor's sole monetary remedy will be (i) with respect to Services compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Agreement but not yet invoiced and authorized expenses incurred and interest, subject to ORS 293.462, and (ii) with respect to Deliverables-based Services, a claim for the sum designated for completing the Deliverables multiplied by the percentage of Services completed and accepted by District, less previous amounts paid and any claim(s) that District has against Contractor. In no event will District be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 10.5, Contractor shall pay immediately any excess to District upon written demand.

10.6. Termination.

10.6.1. District's Right to Terminate at its Discretion. District may terminate this Agreement:

10.6.1.1. Upon 30 calendar days' prior written notice by District to Contractor;

10.6.1.2. Immediately upon written notice by District to Contractor if District fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Services or Work Products; or

10.6.1.3. Immediately upon written notice by District to Contractor if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the District's purchase of the Services or Work Products under this Agreement is prohibited or District is prohibited from paying for such Services or Work Products from the planned funding source.

10.6.1.4. District reserves the right to terminate or otherwise suspend this Agreement if District's Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due to Contractor under this Agreement, subject to a prorated adjustment for reduction in services or need for goods during the furlough.

10.6.2. District's Right to Terminate for Cause. In addition to any other rights and remedies District may have under this Agreement, District may terminate this Agreement

immediately upon written notice by District to Contractor, or at such later date as District may establish in such notice, if Contractor is in default under Section 10.1.

10.6.3. **Contractor's Right to Terminate for Cause.** Contractor may terminate this Agreement immediately upon written notice to District, or at such later date as Contractor may establish in such notice, if District is in default under Section 10.4.

10.7. **Return of Property.** Upon termination of this Agreement for any reason whatsoever, Contractor shall immediately deliver to District all of District's property (including without limitation any Services or Work Products for which District has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such District property is expressed or embodied at that time.

10.8. **Effect of Termination.** Upon receiving a notice of termination of this Agreement, Contractor shall immediately cease all activities under this Agreement, unless District expressly directs otherwise in such notice of termination. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research or objects or other tangible things needed to complete the Services and the Deliverables.

11. Compliance with Law.

11.1. **Compliance with Law Generally.** Contractor shall comply, and cause all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement and the performance of the Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Title V and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) Section 188 of the Workforce Investment Act (WIA) of 1998, as amended; (ix) ORS Chapter 659, as amended; (x) all regulations and administrative rules established pursuant to the foregoing laws; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. District's performance under the Agreement is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

11.2. Compliance with Oregon Tax Laws.

11.2.1. Contractor shall, throughout the duration of this Agreement, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes the tax laws described in Section 4.1.5.1 through 4.1.5.4.

11.2.2. Any violation of Section 11.2.1 constitutes a material breach of this Agreement. Further, any violation of Contractor's warranty in Section 4.1.5 of this Agreement that Contractor

has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also constitutes a material breach of this Agreement. Any violation entitles District to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 11.2.2.1. Termination of this Agreement, in whole or in part;
- 11.2.2.2. Exercise of the right of setoff, or garnishment if applicable, and withholding of amounts otherwise due and owing to Contractor without penalty; and
- 11.2.2.3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District is entitled to recover any and all damages suffered as the result of Contractor's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.
- 11.2.2.4. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

11.3. Compliance with Federal Law. Contractor shall comply with all applicable federal laws, including, without limitation, those set forth in Exhibit E, which is attached and incorporated into this Agreement by this reference.

11.4. Pay Equity. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles District to terminate this Agreement for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

12. Governing Law; Venue and Jurisdiction.

12.1. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

12.2. Venue and Jurisdiction. Any claim, action, suit or proceeding between District and Contractor that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event may this section be construed as (i) a waiver by the District of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim, action, suit or proceeding, or (ii) consent by the District to the jurisdiction of any court.

13. Miscellaneous Provisions.

13.1. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are

pertinent to this Agreement (“Records”) in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that District and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other Records that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such financial records and other Records for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- 13.2. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform the Services under this Agreement in the State of Oregon prior to entering into this Agreement.
- 13.3. Force Majeure.** Neither District nor Contractor may be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of District or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- 13.4. Survival.** All rights and obligations cease upon termination or expiration of this Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Agreement, including without limitation this Section 13.4, and provisions regarding Agreement definitions, warranties and liabilities, independent Contractor status and taxes and withholding, maximum compensation, Contractor’s duties of confidentiality, ownership and license of intellectual property and Deliverables, confidentiality and non-disclosure, Contractor’s representations and warranties, control of defense and settlement, remedies, return of District property, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.
- 13.5. Time is of the Essence.** Contractor agrees that time is of the essence under this Agreement.
- 13.6. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or District at the email address, postal address or telephone number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 13.6. Any communication or notice so addressed and mailed is effective five business days after mailing. Any communication or notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against District, any notice transmitted by facsimile must be confirmed by telephone notice to District’s Agreement Administrator. Any communication or notice given by personal delivery is effective when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.
- 13.7. No Third Party Beneficiaries.** District and Contractor are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons

unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 13.8. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 13.9. Merger Clause; Waiver.** This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind the parties unless in writing and signed by both parties and all necessary District approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of District to enforce any provision of this Agreement in one instance will not constitute a waiver by District of its right to enforce that or any other provision.
- 13.10. Amendments.** District may amend this Agreement to the extent permitted by applicable statutes and administrative rules. No amendment to this Agreement is effective unless it is in writing signed by the parties, and has been approved as required by applicable law.
- 13.11. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.
- 13.12. Oregon False Claims Act.** Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Agreement, including the procurement process relating to this Agreement, that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the District under this Agreement or any other provision of law.
- 13.13. Certifications.** The individual signing on behalf of Contractor hereby:
- 13.13.1. Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, that Contractor is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, Contractor faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax

provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor tax identification numbers are true and accurate;

- 13.13.2. Certifies that, to the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;
- 13.13.3. Certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the Agreement, to maintain the policy and practice in force during the entire Agreement term.
- 13.13.4. Certifies that the information provided on the attached Exhibit A, Taxpayer Information, is true and correct as of the Effective Date; and
- 13.13.5. Certifies that Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.

Exhibit B: Agreement General Terms and Conditions

This Agreement between DISTRICT and CONTRACTOR includes the following terms, conditions, and provisions:

1. Contractor's Personnel.

- 1.1. Key Persons.** Contractor acknowledges and agrees that District selected Contractor, and is entering into this Agreement, because of the special qualifications of Contractor's key persons identified in the Statement of Work (each a "Key Person" and, together, "Key Persons"). Neither Contractor nor a Key Person may delegate performance of the powers and responsibilities that a Key Person is required to provide under this Agreement to another Contractor employee, subcontractor or agent without first obtaining the written consent of District. Further, Contractor may not re-assign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with the required expertise, experience, judgment, and personal attention, without first obtaining District's written consent to such re-assignment or transfer, which District will not unreasonably withhold or delay. Notwithstanding the foregoing, Contractor may replace a Key Person in the event the Key Person is no longer available due to circumstances beyond Contractor's reasonable control, such as death, illness, or termination of employment with Contractor. In the event Contractor requests that District approve a re-assignment or transfer of a Key Person, or if Contractor must replace a Key Person, District may interview, review the qualifications of, and approve or reject the proposed replacement for the Key Person. Any such replacement must have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by District in writing (email acceptable) will thereafter be deemed a Key Person for purposes of this Agreement, and the Statement of Work will be deemed amended to include such Key Person.
- 1.2. Payment for Replacement Key Personnel.** If District is paying Contractor on an hourly or other periodic basis, then Contractor will not charge District, and District will not pay, for a replacement Key Person while such replacement acquires the project knowledge and skills necessary to perform the Services. Such period of non-charge will be agreed upon by the parties.
- 1.3. Work Performed on District Property.** Contractor and Contractor staff shall comply with all policies, rules, procedures, and regulations established by District for access to and activities in and around premises controlled by District including but not limited to:
 - 1.3.1.** When performing work on District property, Contractor and Contractor's employees shall be in appropriate work attire (or uniform, if applicable) at all times. Contractor attire must meet the guidelines for non-offensive, derogatory, or other requirements similar to District staff.
 - 1.3.2.** Each day Contractor or Contractor's employees are present on District property, they must sign in at the location's main office and obtain an identification/visitor tag. Contractor and Contractor's employees must display this tag on their person at all times while on District property.
 - 1.3.3.** All District properties are tobacco-free zones; Contractor and/or Contractor's employees are prohibited from using any tobacco product on District property.
 - 1.3.4.** All District properties are also drug-free, weapons-free and firearms-free zones; Contractor and/or Contractor's employees are prohibited from possessing on their persons or in their vehicles any drug, weapon or firearm while on District property.
- 1.4. Employee Removal:** At District's request, Contractor shall immediately remove any contractor employee, agent, representative or subcontractor from all district properties in cases where District in its sole discretion determines that removal of that individual is in the district's best interests.
- 1.5. Obligation to report abuse.** Contractor acknowledges District's obligations related to child abuse and sexual conduct. If there are reports or allegations of sexual conduct or child abuse involving one of Contractor's employees, Contractor agrees to immediately comply with the District's request for removal of the employee. Contractor will cooperate in any investigation being

conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information from District related to the prevention and identification of child abuse and sexual conduct, the obligations of school employees to report abuse and sexual conduct, and appropriate electronic communications with students and agrees to provide this information to any employee having direct, unsupervised contact with students. Contractor has reviewed and will comply with https://www.oregonlegislature.gov/bills_laws/ors/ors419B.html.

1.6. Hazardous Materials. Contractor shall notify District before using any products containing hazardous materials to which district employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.

2. Independent Contractor; Responsibility for Taxes and Withholding

2.1. Independent Contractor. Contractor shall perform all Services as an independent contractor. District reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Services; however, District may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.

2.2. No Conflicts. Contractor, by signature to this Agreement, represents and warrants that Contractor's performance of the Services under this Agreement creates no potential or actual conflict of interest as defined by ORS 244; and no statutes, rules or regulations of any State of Oregon or Federal Agency for which Contractor currently performs work would prohibit Contractor from performing the Services under this Agreement.

2.3. Affiliation. Contractor understands and agrees that it is not an "officer," "employee," or "agent" of the District, as those terms are used in ORS 174.109, ORS 244.020 or otherwise.

2.4. Taxes and Benefits. Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless required by applicable law, District will not withhold from such compensation or payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Agreement, except as a self-employed individual.

3. Subcontracts, Successors, And Assignments

3.1. Subcontracts. Contractor shall not enter into any subcontracts for any of the Services required by this Agreement without District's prior written consent. In addition to any other provisions District may require, Contractor shall include in any permitted subcontract under this Agreement provisions to ensure that District will receive the benefit of subcontractor's performance as if the subcontractor were Contractor. District's consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Agreement.

3.2. Successors and Assigns. The provisions of this Agreement are binding upon and inure to the benefit of the parties to this Agreement, their respective successors, and permitted assigns, if any.

3.3. No Assignment. Contractor shall not assign or transfer any of its rights or delegate its obligations under this Agreement without District's prior written consent.

4. Representations and Warranties.

4.1. Contractor's General Representations and Warranties. Contractor represents and warrants to District that:

4.1.1. Contractor has the power and authority to enter into and perform this Agreement;

4.1.2. This Agreement, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;

- 4.1.3. Contractor shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services;
- 4.1.4. Contractor prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
- 4.1.5. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the Effective Date, faithfully has complied with:
 - 4.1.5.1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 4.1.5.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - 4.1.5.3. Any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor;
 - 4.1.5.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and
 - 4.1.5.5. Contractor has no undisclosed liquidated and delinquent debt owed to the District.

4.2. Contractor's Performance Warranties.

- 4.2.1. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession;
- 4.2.2. The Services and each Deliverables delivered by Contractor pursuant to the Services will materially comply with any service descriptions, specifications, standards or requirements set forth in this Agreement;
- 4.2.3. Except as otherwise provided in this Agreement (including Section 5, Ownership of Work Product), Contractor shall transfer all Deliverables to District free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind; and
- 4.2.4. Except as otherwise set forth in this Agreement, any subcontractors performing work for Contractor under this Agreement have assigned all of their rights in the Deliverables to Contractor or District and no third party has any right, title or interest in any Deliverables supplied to District under this Agreement.

4.3. Warranties cumulative. The warranties set forth in Section 8 are in addition to, and not in lieu of, any other warranties set forth elsewhere in this Agreement.

5. Ownership of Work Product.

5.1. Definitions. As used in this Section 5, and elsewhere in this Agreement, the following terms have the meanings set forth below:

- 5.1.1. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Services.
- 5.1.2. "Third Party Intellectual Property" means any intellectual property owned by parties other than District or Contractor.
- 5.1.3. "Work Product" means everything that is originally made, conceived, discovered, or reduced to practice by Contractor or Contractor's subcontractors or agents (either alone or with others) pursuant to this Agreement, including every invention, modification, discovery, design, development, customization, configuration, improvement, process,

work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection).

5.2. Original Works. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only. All Work Product created by Contractor pursuant to the Services, including derivative works and compilations of Work Product, and whether or not such Work Product is considered a work made for hire or an employment to invent, is the exclusive property of District. District and Contractor agree that such Work Product is “work made for hire” of which District is the author within the meaning of the United States Copyright Act. If for any reason the Work Product is not “work made for hire,” Contractor hereby irrevocably assigns to District any and all of its rights, title, and interest in all Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon District’s reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in District. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

5.3. License in Contractor Intellectual Property. In the event that a Deliverables delivered by Contractor under this Agreement is or is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to District an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Deliverables, and to authorize others to do the same on District’s behalf.

5.4. License in Third Party Intellectual Property. In the event that a Deliverables delivered by Contractor under this Agreement is or is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the District’s behalf and in the name of the District an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Deliverables, and to authorize others to do the same on District’s behalf.

5.5. No Rights. Except as expressly set forth in this Agreement, nothing in this Agreement may be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by District. Except as expressly set forth in this Agreement, nothing in this Agreement may be construed as granting to or conferring upon District any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

5.6. Marks. Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Agreement. Contractor agrees to follow District Policy KJ for Commercial Activities.

5.7. Competing Services. Subject to the provisions of this Section 9, and Contractor’s obligations with respect to Confidential Information, including as defined in Section 10, nothing in this Agreement precludes or limits in any way the right of Contractor to: (i) provide services similar to those contemplated in this Agreement, or consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, Deliverables or other materials that are competitive with those produced

as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables delivered pursuant to this Agreement. Each party is free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Agreement free of any use restriction or payment obligation to the other.

6. Confidential Information.

- 6.1. Confidential Information.** Contractor acknowledges that it and its employees, officers, directors, agents or subcontractors (collectively, "Contractor Staff") may, in the course of performing the Services under this Agreement, be exposed to or acquire information that is confidential to District or District's clients. Any and all information of any form (including but not limited to records, files, papers, materials, documents, and communications in written, verbal, oral and electronic form) that Contractor or any Contractor Staff may come into contact with or that is obtained by Contractor or Contractor Staff in the performance of this Agreement shall be considered for the purposes of this Agreement the confidential information of District ("Confidential Information"). Contractor shall, and shall cause Contractor Staff to treat any reports or other documents or items (including software) that result from the use of the Confidential Information in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by Contractor or Contractor Staff acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure; (ii) is furnished by District to others without restrictions similar to those imposed by this Agreement; (iii) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (iv) is obtained from a source other than District without the obligation of confidentiality, (v) is disclosed with the written consent of District, or; (vi) is independently developed by Contractor or Contractor Staff who can be shown to have had no access to the Confidential Information.
- 6.2. FERPA Re-Disclosure. Family Education Rights and Privacy Act ("FERPA") Prohibits the Re-Disclosure of Confidential Student Information:** Except in very specific circumstances and as agreed in writing, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Agreement. Any re-disclosure of confidential student information must comply with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of District. If District grants permission, Contractor is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Contractor in the performance of this Agreement must be used only for the purposes identified in this Agreement.
- 6.3. Security.** Any disclosure or removal of any district matter or property by Contractor without the express written permission of District shall be cause for immediate termination of this agreement. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against district because of Contractor's willful or negligent release of information, documents, or property contained in or on district property. District hereby deems all information, documents, and property contained in or on district property privileged and confidential.
- 6.4. Non-Disclosure.** Contractor shall hold, and shall cause Contractor Staff to hold, all Confidential Information in confidence, using the highest standard of care applicable, and shall not copy, reproduce, sell, assign, license, market, transfer, distribute, or otherwise dispose of, give, make available or disclose, in whole or in part, directly or indirectly, Confidential Information to third parties (other than its authorized subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services to District hereunder, and shall advise Contractor Staff of their obligations to keep Confidential Information confidential. Contractor shall

assist District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise District immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and Contractor will at its expense cooperate with District in seeking injunctive or other equitable relief in the name of District or Contractor against any such person. Contractor shall not at any time during or after the term of this Agreement, except as directed by District, disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement. Upon expiration or termination of this Agreement or at District's request, Contractor shall deliver to District all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing and unless otherwise specified in this Agreement, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of performance of the Services.

- 6.5. Confidentiality Policies.** Contractor shall, upon District's request, provide its policies and procedures for safeguarding Confidential Information to District for District's review and consent. Such policies must address information conveyed in oral, written, and electronic format and include procedures for how Contractor will respond when a violation or possible violation occurs.
- 6.6. Injunctive Relief.** Contractor acknowledges that breach of this Section 6, including disclosure of any Confidential Information, will cause irreparable injury to District that is inadequately compensable in damages. Accordingly, District may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of District and are reasonable in scope and content.
- 6.7. Publicity.** Contractor agrees that it will not disclose the form, content or existence of this Agreement or any Deliverables in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with District, whether or not such disclosure, publicity or association implies an endorsement by District of Contractor's services, without the prior written consent of District.

7. Indemnity by Contractor.

- 7.1. Claims.** Contractor shall defend, save, hold harmless, and indemnify District and its officers, employees, and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs (including attorneys' fees) and expenses (collectively, "Claims") of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Agreement, including but not limited to, unauthorized disclosure of Confidential Information, professional malfeasance, infringement of intellectual property rights, intentional, willful, or wanton wrongful acts, and acts outside the scope of Services set forth in this Agreement.
- 7.2. Legal Counsel.** If Contractor is required to defend District or their officers, employees or agents under Section 7.1, then Contractor shall select legal counsel reasonably acceptable to District to act in the name of, or represent the interests of, the State of Oregon, District or their officers, employees and agents. Such legal counsel must accept appointment as a special assistant attorney general under ORS chapter 180 before such action or representation. Further, District may assume its own defense, including that of its officers, employees and agents, at any time when in the District's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the District or its officers, employees and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the District are served thereby. Contractor's obligation to pay for all costs and

expenses includes those incurred by the District in assuming its own defense or that of its officers, employees, and agents under (i) and (ii) above.

7.3. Damages to District Property and Employees. Contractor is liable for all Claims for personal injury, including death, damage to real property and damage to tangible and intangible personal property of District or any of its employees, subcontractors or agents resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Agreement.

7.4. CONTRACTOR IS NOT AUTHORIZED TO SETTLE OR COMPROMISE ANY CLAIM REFERENCED IN THIS SECTION WITHOUT THE EXPRESS WRITTEN CONSENT OF DISTRICT.

8. Limitation of Liabilities.

8.1. EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 6, OR (ii) SECTION 7, CONTRACTOR'S LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO ONE AND ONE HALF TIMES THE MAXIMUM-NOT-TO-EXCEED AMOUNT OF THIS CONTRACT.

8.2. EXCEPT FOR LIABILITY TO THIRD PERSONS ARISING OUT OF OR RELATED TO (i) SECTION 6, OR (ii) SECTION 7, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

9. Insurance. Contractor shall maintain insurance as set forth in Exhibit C.

10. Default; Remedies; Termination.

10.1. Default by Contractor. Contractor will be in default under this Agreement if:

- 10.1.1. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- 10.1.2. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Agreement and Contractor has not obtained such license or certificate within 14 calendar days after District's notice or such longer period as District may specify in such notice; or
- 10.1.3. Contractor commits any material breach or default of any covenant, warranty, obligation, certification, or agreement under this Agreement, fails to perform the Services under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Services as to endanger Contractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after District's notice, or such longer period as District may specify in such notice; or
- 10.1.4. Contractor has liquidated and delinquent debt owed to the District or any department or agency of the State of Oregon.

10.2. District's Remedies for Contractor's Default. In the event Contractor is in default under Section 10.1, District may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- 10.2.1. Termination of this Agreement under Section 10.6.2; or
- 10.2.2. Withholding all monies due for Services and Deliverables that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively; or
- 10.2.3. Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- 10.2.4. Exercise of its right of setoff, and withholding of amounts otherwise due and owing to Contractor, without penalty; or
- 10.2.5. Undertaking collection by administrative offset, or garnishment if applicable, of all monies due for Services and Deliverables to recover liquidated and delinquent debt

owed to the District. Offsets or garnishment may be initiated after the Contractor has been given notice if required by law.

- 10.3. Remedies Cumulative.** The remedies set forth in Section 10.2 are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 10.1, then Contractor will be entitled to the same remedies as if this Agreement was terminated pursuant to Section 10.6.1.
- 10.4. Default by District.** District will be in default under this Agreement if:
- 10.4.1. District fails to pay Contractor any amount pursuant to the terms of this Agreement, and District fails to cure such failure within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or
 - 10.4.2. District commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.
- 10.5. Contractor's Remedies.** In the event District terminates this Agreement under Section 10.6.1, or is in default under Section 10.4, and whether or not Contractor elects to exercise its right to terminate the Agreement under Section 10.6.3, Contractor's sole monetary remedy will be (i) with respect to Services compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Agreement but not yet invoiced and authorized expenses incurred and interest, subject to ORS 293.462, and (ii) with respect to Deliverables-based Services, a claim for the sum designated for completing the Deliverables multiplied by the percentage of Services completed and accepted by District, less previous amounts paid and any claim(s) that District has against Contractor. In no event will District be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 10.5, Contractor shall pay immediately any excess to District upon written demand.
- 10.6. Termination.**
- 10.6.1. **District's Right to Terminate at its Discretion.** District may terminate this Agreement:
 - 10.6.1.1. Upon 30 calendar days' prior written notice by District to Contractor;
 - 10.6.1.2. Immediately upon written notice by District to Contractor if District fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Services or Work Products; or
 - 10.6.1.3. Immediately upon written notice by District to Contractor if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the District's purchase of the Services or Work Products under this Agreement is prohibited or District is prohibited from paying for such Services or Work Products from the planned funding source.
 - 10.6.1.4. District reserves the right to terminate or otherwise suspend this Agreement if District's Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due to Contractor under this Agreement, subject to a prorated adjustment for reduction in services or need for goods during the furlough.
 - 10.6.2. **District's Right to Terminate for Cause.** In addition to any other rights and remedies District may have under this Agreement, District may terminate this Agreement immediately upon written notice by District to Contractor, or at such later date as District may establish in such notice, if Contractor is in default under Section 10.1.

10.6.3. **Contractor's Right to Terminate for Cause.** Contractor may terminate this Agreement immediately upon written notice to District, or at such later date as Contractor may establish in such notice, if District is in default under Section 10.4.

10.7. Return of Property. Upon termination of this Agreement for any reason whatsoever, Contractor shall immediately deliver to District all of District's property (including without limitation any Services or Work Products for which District has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such District property is expressed or embodied at that time.

10.8. Effect of Termination. Upon receiving a notice of termination of this Agreement, Contractor shall immediately cease all activities under this Agreement, unless District expressly directs otherwise in such notice of termination. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research or objects or other tangible things needed to complete the Services and the Deliverables.

11. Compliance with Law.

11.1. Compliance with Law Generally. Contractor shall comply, and cause all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement and the performance of the Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Title V and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) Section 188 of the Workforce Investment Act (WIA) of 1998, as amended; (ix) ORS Chapter 659, as amended; (x) all regulations and administrative rules established pursuant to the foregoing laws; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. District's performance under the Agreement is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

11.2. Compliance with Oregon Tax Laws.

11.2.1. Contractor shall, throughout the duration of this Agreement, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes the tax laws described in Section 4.1.5.1 through 4.1.5.4.

11.2.2. Any violation of Section 11.2.1 constitutes a material breach of this Agreement. Further, any violation of Contractor's warranty in Section 4.1.5 of this Agreement that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also constitutes a material breach of this Agreement. Any violation entitles District to terminate this Agreement, to pursue and recover any and all

damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

11.2.2.1. Termination of this Agreement, in whole or in part;

11.2.2.2. Exercise of the right of setoff, or garnishment if applicable, and withholding of amounts otherwise due and owing to Contractor without penalty; and

11.2.2.3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District is entitled to recover any and all damages suffered as the result of Contractor's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.

11.2.2.4. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

11.3. Compliance with Federal Law. Contractor shall comply with all applicable federal laws, including, without limitation, those set forth in Exhibit E, which is attached and incorporated into this Agreement by this reference.

11.4. Pay Equity. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles District to terminate this Agreement for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

12. Governing Law; Venue and Jurisdiction.

12.1. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

12.2. Venue and Jurisdiction. Any claim, action, suit or proceeding between District and Contractor that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event may this section be construed as (i) a waiver by the District of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim, action, suit or proceeding, or (ii) consent by the District to the jurisdiction of any court.

13. Miscellaneous Provisions.

13.1. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Agreement ("Records") in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that District and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have

access to such financial records and other Records that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such financial records and other Records for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- 13.2. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform the Services under this Agreement in the State of Oregon prior to entering into this Agreement.
- 13.3. Force Majeure.** Neither District nor Contractor may be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of District or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- 13.4. Survival.** All rights and obligations cease upon termination or expiration of this Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Agreement, including without limitation this Section 13.4, and provisions regarding Agreement definitions, warranties and liabilities, independent Contractor status and taxes and withholding, maximum compensation, Contractor's duties of confidentiality, ownership and license of intellectual property and Deliverables, confidentiality and non-disclosure, Contractor's representations and warranties, control of defense and settlement, remedies, return of District property, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.
- 13.5. Time is of the Essence.** Contractor agrees that time is of the essence under this Agreement.
- 13.6. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or District at the email address, postal address or telephone number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 13.6. Any communication or notice so addressed and mailed is effective five business days after mailing. Any communication or notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against District, any notice transmitted by facsimile must be confirmed by telephone notice to District's Agreement Administrator. Any communication or notice given by personal delivery is effective when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.
- 13.7. No Third Party Beneficiaries.** District and Contractor are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 13.8. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 13.9. Merger Clause; Waiver.** This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind the parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of District to enforce any provision of this Agreement in one instance will not constitute a waiver by District of its right to enforce that or any other provision.
- 13.10. Amendments.** District may amend this Agreement to the extent permitted by applicable statutes and administrative rules. No amendment to this Agreement is effective unless it is in writing signed by the parties, and has been approved as required by applicable law.
- 13.11. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.
- 13.12. Oregon False Claims Act.** Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Agreement, including the procurement process relating to this Agreement, that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or District under this Agreement or any other provision of law.
- 13.13. Certifications.** The individual signing on behalf of Contractor hereby:
- 13.13.1. Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, that Contractor is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, Contractor faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor;

and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor tax identification numbers are true and accurate;

- 13.13.2. Certifies that, to the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;
- 13.13.3. Certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the Agreement, to maintain the policy and practice in force during the entire Agreement term.
- 13.13.4. Certifies that the information provided on the attached Exhibit A, Taxpayer Information, is true and correct as of the Effective Date; and
- 13.13.5. Certifies that Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.

Exhibit C: Insurance Requirements

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

B. Insurance Requirement: SELECT ONE:

Insurance provisions are **WAIVED** based on review by District Risk Staff - OR-

Insurance provisions are **REQUIRED** based on review by District Risk Staff and outlined below.

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit C: Insurance Requirements prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to the District. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

1. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

2. COMMERCIAL GENERAL LIABILITY

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the District. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

3. AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal

automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

4. PROFESSIONAL LIABILITY:

Required Not required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claim made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

5. PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required Not required

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to District covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$ 2,000,000.

Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

6. EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

7. ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the Eugene School District 4J, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

8. WAIVER OF SUBROGATION

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the District or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

9. TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Contractor's completion and District's acceptance of all Services required under this Agreement, or, (ii) District or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Agreement.

10. CERTIFICATE(S) AND PROOF OF INSURANCE

Contractor shall provide to District Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the District, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance District has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

11. NOTICE OF CHANGE OR CANCELLATION

Contractor or its insurer must provide at least 30 days' written notice to District before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

12. INSURANCE REQUIREMENT REVIEW

Contractor agrees to periodic review of insurance requirements by District under this agreement and to provide updated requirements as mutually agreed upon by Contractor and District.

Exhibit D: Fingerprinting and Background Check Requirements

Eugene School District 4J has made the following determination regarding requirement of CONTRACTOR to undergo preliminary background checks, fingerprinting, and criminal records check:

ORS 336.631(2) and OAR 581-022-2505(2) require private alternative programs/schools that are registered with the Department of Education to conduct criminal records checks consistent with ORS 181.539, ORS 326.603, ORS 326.607, and ORS 342.232. Consistent with ORS 181.539 and OAR 581-022-2430, a private alternative program/school must request a criminal records check for each employee of the private alternative program who will have direct, unsupervised contact with children. The Department assumes that each employee of a private alternative program will have some direct, unsupervised contact with children. A program may dispute this assumption by submitting evidence satisfactory to the Department of Education that the employee will not have any direct, unsupervised contact with children. Consistent with ORS 326.607, a private alternative program/school may request a criminal records check for an individual who is a volunteer. 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.

- Fingerprinting and criminal records check required
- Contractor has completed registration with ODE
- Contractor's registration has been approved by ODE

Exhibit F: Federal Terms and Conditions

The following terms apply to the Agreement because federal funds under Federal IDEA and Title I be used to pay for at least part of the project. If any term in this Exhibit conflicts with any term in the body of the Agreement, this Exhibit will control.

- 1. Remedies.** In addition to the remedies explicitly set forth in the body of the Agreement, District may exercise all rights or remedies available at law, in equity, or otherwise in the event of any breach by Contractor.
- 2. Termination.** District may terminate the Agreement for cause or for convenience as set forth in the body of the Agreement.
- 3. Nondiscrimination; Equal Employment Opportunity.** If the Agreement involves “construction work” as defined in 41 CFR Part 60-1.3, then Contractor must:

3.1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor must take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This action includes but is not limited to the following:

- 3.1.1. Employment, upgrading, demotion, or transfer;
- 3.1.2. Recruitment or recruitment advertising;
- 3.1.3. Layoff or termination;
- 3.1.4. Rates of pay or other forms of compensation; and
- 3.1.5. Selection for training, including apprenticeship.

Contractor must post in conspicuous places that are accessible by employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause;

- 3.2.** State in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;
- 3.3.** Not discharge or in any other manner discriminate against any employee or applicant for employment because the employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision, however, does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of the employee’s essential job functions discloses the compensation of other employees or applicants to individuals who do not otherwise have access to the information, unless the disclosure is in response to a formal complaint or charge and in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor’s legal duty to furnish this information;
- 3.4.** Send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding a notice advising the labor union or workers’ representatives of Contractor’s commitments under this Section 3.4. Contractor must post copies of the notice in conspicuous places that are accessible by employees and applicants for employment;
- 3.5.** Comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, or relevant orders of the Secretary of Labor, and furnish all information or reports required by or pursuant to them. Contractor must also permit access to its books, records, or accounts by the administering agency and the Secretary of Labor for purposes of ascertaining compliance with these rules, regulations, or orders; and
- 3.6.** Include the requirements of this Section 3 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that these requirements will be binding on each

subcontractor or vendor. Contractor must take any action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing these requirements, including sanctions for noncompliance. If Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of direction by the administering agency, Contractor may request that the United States enter into the litigation to protect the interests of the United States. In the event that Contractor does not comply with any nondiscrimination clause under this Exhibit or the Agreement, District may cancel, terminate, or suspend the Agreement in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Additional sanctions may be imposed and remedies invoked as provided in that executive order; by rule, regulation, or order of the Secretary of Labor; or as otherwise provided by law.

4. **Prevailing Wages.** CHECK THE BOX ONLY IF THE FEDERAL PROGRAM LEGISLATION REQUIRES COMPLIANCE WITH THE DAVIS-BACON ACT
If the Agreement is for a prime construction Agreement for more than \$2,000, then Contractor must comply with the Davis-Bacon Act (40 USC §§ 3141 to 3148), as supplemented by 29 CFR Part 5. These requirements include but are not limited to:
- 4.1. Paying prevailing wages to laborers and mechanics in accordance with wage determinations made by the Secretary of Labor;
 - 4.2. Paying wages at least once every week; and
 - 4.3. Complying with the Copeland “Anti-Kickback” Act (40 USC § 3145), as supplemented by the regulations set forth in 29 CFR Part 3, which prohibits Contractor from inducing any person employed on the construction work to give up any compensation to which that employee is entitled.
 - 4.4. [CHECK THE BOX ONLY IF THE AGREEMENT IS ALSO SUBJECT TO OREGON PREVAILING WAGES] Payment of State of Oregon prevailing wages under ORS 279C.800 to .870 is also required under this Agreement. Contractor shall pay the higher of the applicable state or federal prevailing rate of wage as provided in the body of the Agreement.
5. **Overtime Pay; Safety.** If the Agreement involves employment of mechanics or laborers and is for more than \$100,000, then Contractor must comply with 40 USC §§ 3702 and 3704, as supplemented by 29 CFR Part 5. These requirements include but are not limited to:
- 5.1. Paying each laborer or mechanic one and a half times the basic rate of pay for all hours that the laborer or mechanic works in excess of 40 hours in any one week; and
 - 5.2. Not requiring any mechanic or laborer to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.
6. **Rights to Inventions.** If the Agreement is a “funding agreement” as defined under 37 CFR § 401.2 and the recipient or subrecipient wishes to enter into a Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the funding agreement, then the funding recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any additional implementing regulations.
7. **Environmental Compliance.** If the Agreement is for more than \$150,000, than the parties must comply with the Clean Air Act (42 USC §§ 7401 to 7671q) and the Federal Water Pollution Control Act (33 USC §§ 1251 to 1387), including all applicable standards, orders, or regulations issued under these Acts.
8. **Prohibited Agreement Awards.** In accordance with 2 CFR Part 180, no Agreement relating to the Agreement may be made with any party included on the list of government-wide exclusions in the System for Award Management.

- 9. Anti-Lobbying.** If the Agreement is for more than \$100,000, any contractor that applies or bids for an award relating to the Agreement must file the certification required by 31 USC § 1352, certifying that the contractor has not and will not appropriate federal funds to pay any person or organization influencing or attempting to influence an officer or employees of the federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a Agreement, grant, or other award covered by 31 USC § 1352 involving federal funds. The contractor must also disclose any lobbying with nonfederal funds that takes place in connection with obtaining an award of federal funds.
- 10. Procurement of Recovered Materials.** The parties must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include but are not limited to:
- 10.1.** If the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, procuring only items designated in 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition;
 - 10.2.** Procuring solid waste management services in a manner that maximizes energy and resource recovery; and
 - 10.3.** Establishing an affirmative procurement program for procurement of recovered materials identified in Environmental Agency guidelines.

Exhibit E: Statement of Work

The CONTRACTOR will provide private alternative education services for middle and high school students who reside in Eugene School District 4J. The private alternative education programs will provide services that enhance the ability of the District to provide an appropriate learning environment for all students. The private alternative education programs serve students who are in one or more of the following subgroups:

- A. Students who are not currently benefiting from attendance in the public school system and whose academic interests and needs are best served through participation in an alternative education program.
- B. Students who have dropped out or at risk of dropping out.
- C. Students whose attendance is so erratic that they are not benefiting from school.
- D. Students who have not met or who have exceeded benchmark academic standards.
- E. Students who are expelled or are being considered for expulsion.
- F. Students whose parent or legal guardian applies for a student's exemption from compulsory school attendance on a semiannual basis consistent with OAR 581-021-0075, Exemption From Compulsory Attendance.
- G. Students who are individually approve for placement consistent with the District's board policies regarding placement.
- H. Students eligible for Special Education or a Section 504 plan.
- I. Students who are eligible for special education under IDEA can be served by a private alternative education program if:
 - a. The private alternative education program is register with the Oregon Department of Education as an approved special education provider.
 - b. The private alternative education program employs a staff person who is certified in special education.
 - c. The private alternative education program designates a special education liaison to the District.
- J. Students who are eligible for a Section 504 plan can be served by a private alternative education program if:
 - a. The private alternative education program designates a 504 liaison to the District.
 - b. The private alternative education program staff has participated in a 504 compliance training.

The private alternative education programs must meet all District and State standards. The private alternative program requirements are the following:

- A. Private alternative education programs are registered with the Oregon Department of Education under the provisions of OAR 581-021-0072.
- B. Private alternative education programs are registered with the Oregon Department of Education to provide special education services. If a student is eligible for special education under ORS 343.221 to 343.236 and 343.261 to 343.295, the program must be approved by the Department of Education prior to the placement of the student in the program.
- C. Private alternative education programs shall comply with ORS 336.615 through 336.665.
- D. Private alternative education programs shall comply with all Federal IDEA and 504 requirements.
- E. Private alternative education programs shall comply with all rules and statues applicable to school districts and public schools:
 - a. Federal Law;
 - b. ORS 181A.195, 326.603, 326.607 and 342.223 (criminal records checks);
 - c. ORS 329.496 (physical education);
 - d. ORS 337.150, 339.141, 339.147 and 339.155 (tuition and fees);
 - e. ORS 659.850, 659.855 and 659.860 (discrimination);

- f. ORS 339.122 (advertisement requirements);
 - g. Health and safety statutes and rules; and
 - h. Any statute, rule or school district policy that is specified in a contract between the school district board and the private alternative education program.
 - i. Noncompliance with rules and statues may result in termination of contract.
- F. Private alternative education programs shall comply with required instruction in educational standards:
- a. Private alternative education programs shall ensure that students receive instruction in the educational standards adopted by the State Board of Education for the grade level the program serves;
 - b. Students enrolled in a private alternative education program shall take the statewide assessment developed by the Department of Education under ORS 329.485;
 - c. Private alternative education programs shall be accountable for determining the progress of its students toward achieving academic content standards as defined in ORS 329.007; and
 - d. Private alternative education programs shall report, at least annually, each student’s academic progress, including the results of the state assessment to students, parents and the school district.
- G. Private alternative education programs will be implemented in compliance with all IDEA and 504 requirements.
- H. Private alternative education program staff will collaborate with District staff to develop IEP and 504 plans. At least one certified classroom teacher serving the student will participate as a member of the IEP or 504 team.
- I. Ensure all education program staff providing services under this agreement, as mandatory reports of child abuse, receive training, is aware of their legal responsibilities for reporting and report suspected abuse to the treatment facility supervisor who will report to the District Administrator.
- J. Collaboration and compliance by the private alternative education programs includes, but is not limited, to the following:
- a. Design and implement an education plan and education profile with each student that meets the requirements of OAR 581-022-1120(3)(a) and (b) and 581-022-1130(3).
 - b. Each student’s education plan includes criteria for determining if, when, where, and how the student may transition from the alternative program.
 - c. A transportation plan is in place ensuring that the program is accessible to each student approved for placement in the program.
 - d. Abide by the IEP team’s decision on program (direct and related services) and placement level.
 - e. Make every reasonable effort to work closely with the District staff to assist in the effective delivery of the services, including implementing all accommodations, and/or modifications specified on the student’s IEP.
 - f. Not change the student’s IEP, placement or eligibility without action from the IEP or 504 team.
 - g. Ensure that the educational program is developed and implemented in conjunction and cooperation with any treatment program.
 - h. Require and ensure all educational program staff providing services attends any required professional training or meetings deemed appropriate by the District.
 - i. Comply with all District policies regarding discipline of students including, but not limited, to the following:
 - i. Maintain discipline data via the District’s Student Information System
 - ii. Notify the District’s special education representative of all in-school or out-of-school suspensions.
 - iii. Cooperate with District staff in conduction manifestation determination meetings prior to the tenth day of removal of a student.

- iv. Will not terminate a student's participation in the program or 'expel' a student without contacting the District and, in the case of a student with an IEP or 504, requesting a manifestation determination.
 - j. Notify all alternative program staff that a student's IEP/504 provided (in paper copy or electronically) must remain confidential in accordance with the following parameters:
 - i. IEPs are not disclosed to any other person(s) except in accordance with the Individuals with Disabilities Education Act (IDEA) and the Family Educational Rights and Privacy Act (FERPA).
 - ii. IEPs/504s must be kept in a secure location, including copies in possession of teachers and providers.
 - iii. All persons who receive copies of IEPs/504s or have access to IEPs/504s must be instructed regarding their legal obligation to maintain the confidentiality of student records.
 - iv. Teachers/staff shall not disclose personally identifiable information from an IEP/504 without consent of the student's parent or legal guardian.
 - k. If a private alternative education program staff member suspect a student may be eligible for special education and related services under IDEA or Section 504 (Child Find), community based alternative program shall notify the district and comply with the District practices and policies for conducting a pre/referral meeting to determine if the student will be evaluated for a suspected disability.
 - l. If a parent/guardian report that they believe their student may be eligible for special education and related services under IDEA or Section 504 (Child Find) or the student themselves report that they suspect they may have a disability, the community based alternative program shall notify the district and comply with the District practices and policies for conducting a pre/referral meeting to determine if the student will be evaluated for a suspected disability.
 - m. Expulsions shall not serve as a blanket basis for rejection of a student from enrollment at a private alternative education program.
 - n. Private alternative education programs will inform and explain rejections of District student referrals.
- K. Private alternative education programs will work the District staff to establish annual measurable and specific objectives in the areas of 1) attendance, 2) academic achievement, 3) retention/drop-out rate, and 4) other measures as determined by the District. Using the required formats and deadlines specified by the District or evaluators, the private alternative education provide shall complete assessments and make reports to measure student progress in each of the these areas.
 - a. Attendance: Private alternative education programs will establish an annual goal for attendance. Students failing to attend at an adequate rate as determined by the District may have their placement revoked. Attendance rates are tracked using the District database. Providers will be responsible for accurate entry in a timely manner and to input such data into District or state computer systems. The year-end attendance average for the program will be measured against the annual goal
 - b. Academic Achievement: Private alternative education programs are required to use a consistent measure to assess academic performance in reading and mathematics. Programs are required to use Oregon Statewide Assessment to administer the Oregon statewide assessment. Programs will administer a pre- and post-test during an established period of time in order to assess academic growth that has been achieved. Programs may use other assessment tools to show student growth in their academic performance. Academic achievement will be tracked on the first school day of each month (according to the Eugene 4J school calendar), at mid-grading period and at the end of each grading period using the District

- database. Students failing to make adequate academic progress as determined by the District may have their placement revoked.
- c. Drop-Out Rate: Private alternative education programs are required to maintain accurate enrollment information for the District to enable the District to identify students who have left the alternative program and have successfully transitioned to other schools or programs, and those that are unaccounted for at school year end. This data is used by the District and the state to determine school drop-out rates. Private alternative education programs are required to notify the District when a student has left the alternative program.
 - d. Exit Data: Assist Student Services Department in gathering exit data for special education students.
 - e. Risk Assessments: Private alternative education programs will be required to participate in a Risk Analysis with the District. Evaluations of the programs will be done to establish risks students face. Programs will need to provide proof of insurance.
 - f. Other Measures: Additional performance measures may be requested by the District.
- L. Private alternative education providers will be responsible for collecting and reporting all data required by the District and the State. Providers will use the District's student database for entering student data. The District will coordinate to provide necessary training and support. Providers will be required to complete required training and confidentiality statements prior to starting entry of student data. Private alternative education providers will provide the following:
- a. Attendance, behavior, grades, discipline incidents, graduation, dropout and other data requested by the District.
 - b. Annual student improvement goals with timelines and needed action steps.
 - c. Local and State assessment data, including but not limited to, Oregon Statewide Assessments, Child Find and Progress Monitoring for special education students.

SCHEDULE 1

Private Alternative Education Services Agreement Between
Eugene School District 4J
and
Looking Glass Community Services

This Schedule 1 is hereby made between **Eugene School District 4J**, hereinafter DISTRICT, and **Looking Glass Center Point School**, hereinafter CENTER POINT SCHOOL, in accordance with and subject to the terms and conditions of the **Private Alternative Education Services Agreement** (“Agreement”), to which this Schedule is incorporated into by reference.

Detailed Description of Services:

See Exhibit E, the Statement of Work (Statement of Work).

Contract Deliverables and Payment Schedule:

The parties mutually agree that during the term of this Agreement, there will be fee agreements entered into on a per student basis (a “Per Student Agreement”) which are hereby incorporated into this Agreement by reference. The agreed upon rate for fee agreements is \$304.96 per day.

Signatures:

I have read this Schedule, any attached exhibits, and the terms and conditions. I certify that I have the authority to sign and enter into this Schedule on behalf of the Party I represent and agree to be bound by its terms.

Contractor Signature, Title

Date

Brooke Wagner, Assistant Superintendent

Date

SCHEDULE 2

Private Alternative Education Services Agreement Between
Eugene School District 4J
and
Looking Glass Community Services

This Schedule 2 is hereby made between **Eugene School District 4J**, hereinafter DISTRICT, and **Looking Glass Riverfront School and Career Center**, hereinafter RIVERFRONT, in accordance with and subject to the terms and conditions of the **Private Alternative Education Services Agreement** (“Agreement”), to which this Schedule is incorporated into by reference.

Detailed Description of Services:

See Exhibit E, the Statement of Work (Statement of Work).

Contract Deliverables and Payment Schedule:

The District will pay alternative education providers on a monthly basis the actual per pupil cost of the Provider’s program or an amount equal to 80% of District’s estimated current year average per pupil net operating expenditure as defined in OAR 581-023-0041, whichever is less, in accordance with ORS 336.635. Eighty percent of the net operating expenditure for 2021–2022 is estimated to be \$8,829 (80% of \$11,036, the District’s estimated net operating expenditure). The District will pay (2021–2022 school year) a fixed daily rate of \$50.45 per student per full day of instruction. One student is entitled to 175 full days of instruction in a fiscal year (July 1–June 30). One Average Daily Membership (ADM) is currently equal to $\$50.45 \times 175 = \$8,829$.

For special education students approved for weighted ADM (ADMw), the District will pay providers on a monthly basis for the actual per pupil cost of the provider’s program or an amount equal to 120% of District’s estimated current year average per pupil net operating expenditure. One hundred twenty percent of the net operating expenditure for 2021–2022 is estimated to be \$13,244 (120% of \$11,036, the District’s estimated net operating expenditure). The District will pay a fixed daily rate of \$75.68 per student per full day of instruction. One student is entitled to 175 full days of instruction in a fiscal year (July 1–June 30). One Weighted Average Daily Membership (ADMw) is currently equal to $\$75.68 \times 175 = \$13,244$.

Signatures:

I have read this Schedule, any attached exhibits, and the terms and conditions. I certify that I have the authority to sign and enter into this Schedule on behalf of the Party I represent and agree to be bound by its terms.

Contractor Signature, Title

Date

Brooke Wagner, Assistant Superintendent

Date

SCHEDULE 3

Private Alternative Education Services Agreement Between
Eugene School District 4J
and
Looking Glass Community Services

This Schedule 3 is hereby made between **Eugene School District 4J**, hereinafter DISTRICT, and **Looking Glass New Roads**, hereinafter NEW ROADS, in accordance with and subject to the terms and conditions of the **Private Alternative Education Services Agreement** (“Agreement”), to which this Schedule is incorporated into by reference.

Detailed Description of Services:

See Exhibit E, the Statement of Work (Statement of Work).

Contract Deliverables and Payment Schedule:

The District will pay alternative education providers on a monthly basis the actual per pupil cost of the Provider’s program or an amount equal to 80% of District’s estimated current year average per pupil net operating expenditure as defined in OAR 581-023-0041, whichever is less, in accordance with ORS 336.635. Eighty percent of the net operating expenditure for 2021–2022 is estimated to be \$8,829 (80% of \$11,036, the District’s estimated net operating expenditure). The District will pay (2021–2022 school year) a fixed daily rate of \$50.45 per student per full day of instruction. One student is entitled to 175 full days of instruction in a fiscal year (July 1–June 30). One Average Daily Membership (ADM) is currently equal to $\$50.45 \times 175 = \$8,829$.

For special education students approved for weighted ADM (ADMw), the District will pay providers on a monthly basis for the actual per pupil cost of the provider’s program or an amount equal to 120% of District’s estimated current year average per pupil net operating expenditure. One hundred twenty percent of the net operating expenditure for 2021–2022 is estimated to be \$13,244 (120% of \$11,036, the District’s estimated net operating expenditure). The District will pay a fixed daily rate of \$75.68 per student per full day of instruction. One student is entitled to 175 full days of instruction in a fiscal year (July 1 – June 30). One Weighted Average Daily Membership (ADMw) is currently equal to $\$75.68 \times 175 = \$13,244$.

Signatures:

I have read this Schedule, any attached exhibits, and the terms and conditions. I certify that I have the authority to sign and enter into this Schedule on behalf of the Party I represent and agree to be bound by its terms.

Contractor Signature, Title

Date

Brooke Wagner, Assistant Superintendent

Date



**EUGENE SCHOOL DISTRICT 4J
PRIVATE ALTERNATIVE EDUCATION SERVICES AGREEMENT**

Agreement # 22-285

THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF SIGNED BY DEPUTY CLERK OR AUTHORIZED DESIGNEE

This Services Agreement (Agreement) is hereby made between **Eugene School District 4J**, hereinafter DISTRICT, and **Wellsprings Friends School**, hereinafter CONTRACTOR, according to these Agreement terms, conditions, and provisions. All information in this Agreement is subject to public records law.

1. CONTRACTOR INFORMATION

Wellsprings Friends School

Legal Name as Reported to IRS

Business Name, or "doing business as", if different

3590 West 18th Avenue, Eugene, OR 97402

Address, City, State, Zip

541-686-1223

Phone

dante@wellspringsfriends.org;

Email

<https://wellspringsfriends.org/>

Website

2. AGREEMENT TERM. This Agreement is effective for the 2021-22 school year, beginning on July 1, 2021 through June 30, 2022 **and only upon full execution by each party and approved as required by applicable law**, unless amended or terminated by the District or Contractor under the terms of this Agreement.

3. SERVICES.

- 3.1. **Performance of Services.** Contractor shall perform the services (Services) and deliver to District the deliverables ("Deliverables") set forth in Exhibit E, the Statement of Work (Statement of Work). The Statement of Work includes the delivery schedule for the Deliverables and Services. All private alternative education schools and programs must be registered with the Oregon Department of Education. Contractor shall perform the Services in accordance with the terms and conditions of this Agreement.
- 3.2. **Submission and Acceptance of Deliverables.** When the Statement of Work requires Contractor to deliver Deliverables to District, then Contractor shall deliver Deliverables that comply with the requirements and acceptance criteria set forth in the Statement of Work. Contractor shall provide written notice to District upon delivery of a completed Deliverables to District. By no later than (i) 15 business days after receipt of such notice, or (ii) the date or period for review set forth in the Statement of Work, District will determine whether the Deliverables has the characteristics and otherwise meets the acceptance criteria set forth in the Statement of Work. If District determines that the Deliverables has the characteristics and meets acceptance criteria set forth in the Statement of Work in all material respects, District will notify Contractor in writing of District's acceptance of the Deliverables.
- 3.3. **Rejection of Deliverables; Corrections.** If District determines that a Deliverables does not have the characteristics or otherwise meet the acceptance criteria set forth in the Statement of Work in all material respects, District will notify Contractor in writing of District's rejection of the Deliverables, and describe in reasonable detail in such notice the District's basis for rejection of the Deliverables. Upon receipt of notice of non-acceptance, Contractor shall, within a 15 business day period, modify or improve the Deliverables at Contractor's sole expense so that the Deliverables has the characteristics described in the Statement of Work and meets, in all material respects, the acceptance criteria, and notify the District in writing that it has completed such modifications or

improvements and re-tender the Deliverables to District. District will thereafter review the modified or improved Deliverables within 15 business days of receipt of the Contractor's delivery of the Deliverables. Failure of the Deliverables to have the characteristics or meet in all material respects the acceptance criteria set forth in the Statement of Work after the second submission will constitute a default by Contractor. In the event of such default, District may either, (i) notify Contractor of such default and instruct Contractor to modify or improve the Deliverables as set forth in this Section, or (ii) notify Contractor of such default and pursue its remedies for default provided for by law or the terms of this Agreement.

- 3.4. **Termination with Cause.** If a private alternative education program's registration with ODE is suspended or revoked, this Agreement and distribution of public funds will be suspended or revoked for the term of the suspension or termination of the program's registration. If the private alternative education program is in non-compliance with a rule or statute implemented by OAR 581-022-1350, this agreement may be terminated.

4. COMPENSATION.

- 4.1. **Payment Rates.** Each school year, the District's Budget office will calculate the tuition rate for contracts associated with alternative education. The tuition rate is calculated in accordance with ORS 336.635 and OAR 581-02-0041 and is based on the District's adopted budget. Tuition rate for each approved program will be set forth in a Schedule ("Schedule"). Each Schedule shall be sequentially numbered attached hereto.
- 4.1.1 The District will pay private alternative education providers on a monthly basis the actual per pupil cost of the provider's program or an amount equal to 80% of District's estimated current year average per pupil net operating expenditure as defined in OAR 581-023-0041, whichever is less, in accordance with OR 336.635.
- 4.1.2 For special education students approved for weighted ADM (ADMw), the District will pay providers on a monthly basis for the actual per pupil cost of the provider's program or an amount equal to 120% of the District's estimated current year average per pupil net operating expenditure.
- 4.1.3 For programs funded by State and Federal funds, the District will pay private alternative education providers on a specified schedule.
- 4.1.3.1 The District will compensate providers based on Oregon Department of Education funds and Federal IDEA and Title I Funds.
- 4.1.3.2 In the event the full amount of State and Federal funds are not available to the District, the District reserves the right to adjust funding levels to private alternative education providers based on the actual amount of funds received by the District.
- 4.1.4 The District will not compensate private alternative education providers for students who are enrolled full time in another school or alternative education program.
- 4.2. **Payments.** Payments, including interim payments, will be made only for completed and accepted Deliverables and Services, and will be made in accordance with the payment schedule and requirements set forth in Exhibit E.
- 4.3. **Invoices.** Contractor shall submit invoices in accordance with the payment schedule set forth in the Statement of Work. Invoices must describe all Services performed with particularity, including the dates Contractor performed the Services for which it is requesting payment. Invoices shall itemize and explain all expenses that this Agreement requires District to pay and for which Contractor claims reimbursement.
- 4.4. **Expenses.** District will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in the Statement Work or elsewhere in this Agreement. Unless specifically stated and agreed, all travel-related expenses will be reimbursed at

actual cost and not to exceed the GSA Per Diem Rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates>).

- 4.5. **Errors.** Contractor shall perform any and all additional work necessary to correct errors in the work required under this Agreement without undue delays or additional cost to District.
- 4.6. **Funds Available and Authorized.** District believes it has sufficient funds currently available and authorized for expenditure to make payments under this Agreement within District’s annual budget. Contractor understands and agrees that District’s payments under this Agreement are contingent on District receiving appropriations, limitations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Agreement extends into District’s next fiscal year, District’s obligation to pay for such work shall be subject to approval of future District budget appropriations to fund this Agreement. Moreover, continuation of this Agreement at specified levels is specifically conditioned on adequate funding under the District’s budget adopted annually. District reserves the right to adjust the level of services provided for in this Agreement in accordance with funding levels adopted by the Board.
- 4.7. **Federal Funds.**
- 4.7.1. When specified below that District’s payments to Contractor under this Agreement will be paid in whole or in part by funds received by District from the U.S. Federal Government, then Contractor, by signing this Agreement, certifies that neither it nor its employees or subcontractors who will perform the Services are not currently employed by an District or department of the federal government.

Payments Will OR Will not be made in whole or in part with federal funds

- 4.7.2. If above indicates payment with federal funds, then District has determined that:
 Contractor is a sub-recipient Contractor is a vendor

5. AGREEMENT CONTACTS

Contractor’s Agreement Administrator

Dante Zuniga-West
Name and Title
3590 West 18th Avenue
Address
Eugene, OR 97402
City, State, Zip
541-686-1223
Phone
dante@wellspringsfriends.org
Email

District’s Agreement Administrator

Paula Nolan, Alternative Education Admin
Name and Title
200 N. Monroe Street
Address
Eugene, OR 97402
City, State, Zip
541-790-6850
Phone
nolan_p@4j.lane.edu
Email

6. **CONTRACT DOCUMENTS.** Each of the following attachments are incorporated by this reference and made a part of this Agreement.

- **Exhibit A: Taxpayer Information**
- **Exhibit B: Agreement General Terms and Conditions**
- **Exhibit C: Insurance Requirements**

- Exhibit D: Fingerprinting and Background Check Requirements
- Exhibit E: Statement of Work

7. SIGNATURES

I HAVE READ THIS CONTRACT, ANY ATTACHED EXHIBITS, AND THE TERMS AND CONDITIONS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

Contractor Signature, Title

Date

4J Signer: Brooke Wagner, Assistant Superintendent

Date

Exhibit A: Taxpayer Information

Tax Classification

Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by the Contractor. Contractor certifies under penalty of perjury that Contractor reports to the IRS under the tax classification checked below.

- Individual/sole proprietor or single-member LLC
- Partnership
- C Corporation
- S Corporation
- Trust/estate
- Limited Liability Company: Enter classification: C= C corporation S=S corporation, P=partnership) _____

Note: Check the appropriate above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

- Exempt Payee: Enter type of organization: _____

Note: See IRS Form W9 for types of payees exempt from backup withholding.

Taxpayer Identification Number (TIN): _____

The TIN provided must match the name given above to avoid backup withholding. For individuals, this is generally your social security number (SSN). For other entities, it is generally your employer identification number (EIN).

Contractor Statement

Contractor represents and warrants that Contractor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to Oregon Revised Statute (ORS) 305.620 and ORS chapters 316, 317 and 318. Contractor covenants that Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Contractor to comply with the tax laws before the execution of this Agreement or during the term of this Agreement is a default for which the District may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

Contractor Signature, Title

Date

Exhibit B: Agreement General Terms and Conditions

This Agreement between DISTRICT and CONTRACTOR includes the following terms, conditions, and provisions:

1. Contractor's Personnel.

- 1.1. Key Persons.** Contractor acknowledges and agrees that District selected Contractor, and is entering into this Agreement, because of the special qualifications of Contractor's key persons identified in the Statement of Work (each a "Key Person" and, together, "Key Persons"). Neither Contractor nor a Key Person may delegate performance of the powers and responsibilities that a Key Person is required to provide under this Agreement to another Contractor employee, subcontractor or agent without first obtaining the written consent of District. Further, Contractor may not re-assign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with the required expertise, experience, judgment, and personal attention, without first obtaining District's written consent to such re-assignment or transfer, which District will not unreasonably withhold or delay. Notwithstanding the foregoing, Contractor may replace a Key Person in the event the Key Person is no longer available due to circumstances beyond Contractor's reasonable control, such as death, illness, or termination of employment with Contractor. In the event Contractor requests that District approve a re-assignment or transfer of a Key Person, or if Contractor must replace a Key Person, District may interview, review the qualifications of, and approve or reject the proposed replacement for the Key Person. Any such replacement must have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by District in writing (email acceptable) will thereafter be deemed a Key Person for purposes of this Agreement, and the Statement of Work will be deemed amended to include such Key Person.
- 1.2. Payment for Replacement Key Personnel.** If District is paying Contractor on an hourly or other periodic basis, then Contractor will not charge District, and District will not pay, for a replacement Key Person while such replacement acquires the project knowledge and skills necessary to perform the Services. Such period of non-charge will be agreed upon by the parties.
- 1.3. Work Performed on District Property.** Contractor and Contractor staff shall comply with all policies, rules, procedures, and regulations established by District for access to and activities in and around premises controlled by District, including but not limited to:
 - 1.3.1.** When performing work on District property, Contractor and Contractor's employees shall be in appropriate work attire (or uniform, if applicable) at all times. Contractor attire must meet the guidelines for non-offensive, derogatory, or other requirements similar to District staff.
 - 1.3.2.** Each day Contractor or Contractor's employees are present on District property, they must sign in at the location's main office and obtain an identification/visitor tag. Contractor and Contractor's employees must display this tag on their person at all times while on District property.
 - 1.3.3.** All District properties are tobacco-free zones; Contractor and/or Contractor's employees are prohibited from using any tobacco product on District property.
 - 1.3.4.** All District properties are also drug-free, weapons-free and firearms-free zones; Contractor and/or Contractor's employees are prohibited from possessing on their persons or in their vehicles any drug, weapon or firearm while on District property.
- 1.4. Employee Removal:** At District's request, Contractor shall immediately remove any contractor employee, agent, representative or subcontractor from all district properties in cases where District in its sole discretion determines that removal of that individual is in the district's best interests.
- 1.5. Obligation to report abuse.** Contractor acknowledges District's obligations related to child abuse and sexual conduct. If there are reports or allegations of sexual conduct or child abuse involving one of Contractor's employees, Contractor agrees to immediately comply with the District's

request for removal of the employee. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information from District related to the prevention and identification of child abuse and sexual conduct, the obligations of school employees to report abuse and sexual conduct, and appropriate electronic communications with students and agrees to provide this information to any employee having direct, unsupervised contact with students. Contractor has reviewed and will comply with https://www.oregonlegislature.gov/bills_laws/ors/ors419B.html.

- 1.6. **Hazardous Materials.** Contractor shall notify District before using any products containing hazardous materials to which district employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.

2. Independent Contractor; Responsibility for Taxes and Withholding

- 2.1. **Independent Contractor.** Contractor shall perform all Services as an independent contractor. District reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Services; however, District may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.
- 2.2. **No Conflicts.** Contractor, by signature to this Agreement, represents and warrants that Contractor's performance of the Services under this Agreement creates no potential or actual conflict of interest as defined by ORS 244; and no statutes, rules or regulations of any District, State of Oregon or Federal Agency for which Contractor currently performs work would prohibit Contractor from performing the Services under this Agreement.
- 2.3. **Affiliation.** Contractor understands and agrees that it is not an "officer," "employee," or "agent" of the District, as those terms are used in ORS 174.109, ORS 244.020 or otherwise.
- 2.4. **Taxes and Benefits.** Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless required by applicable law, District will not withhold from such compensation or payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Agreement, except as a self-employed individual.

3. Subcontracts, Successors, And Assignments

- 3.1. **Subcontracts.** Contractor shall not enter into any subcontracts for any of the Services required by this Agreement without District's prior written consent. In addition to any other provisions District may require, Contractor shall include in any permitted subcontract under this Agreement provisions to ensure that District will receive the benefit of subcontractor's performance as if the subcontractor were Contractor. District's consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Agreement.
- 3.2. **Successors and Assigns.** The provisions of this Agreement are binding upon and inure to the benefit of the parties to this Agreement, their respective successors, and permitted assigns, if any.
- 3.3. **No Assignment.** Contractor shall not assign or transfer any of its rights or delegate its obligations under this Agreement without District's prior written consent.

4. Representations and Warranties.

- 4.1. **Contractor's General Representations and Warranties.** Contractor represents and warrants to District that:
 - 4.1.1. Contractor has the power and authority to enter into and perform this Agreement;

- 4.1.2. This Agreement, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;
- 4.1.3. Contractor shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services;
- 4.1.4. Contractor prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
- 4.1.5. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the Effective Date, faithfully has complied with:
 - 4.1.5.1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 4.1.5.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - 4.1.5.3. Any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor;
 - 4.1.5.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and
 - 4.1.5.5. Contractor has no undisclosed liquidated and delinquent debt owed to the District.

4.2. Contractor's Performance Warranties.

- 4.2.1. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession;
- 4.2.2. The Services and each Deliverables delivered by Contractor pursuant to the Services will materially comply with any service descriptions, specifications, standards or requirements set forth in this Agreement;
- 4.2.3. Except as otherwise provided in this Agreement (including Section 5, Ownership of Work Product), Contractor shall transfer all Deliverables to District free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind; and
- 4.2.4. Except as otherwise set forth in this Agreement, any subcontractors performing work for Contractor under this Agreement have assigned all of their rights in the Deliverables to Contractor or District and no third party has any right, title or interest in any Deliverables supplied to District under this Agreement.

4.3. Warranties cumulative. The warranties set forth in Section 8 are in addition to, and not in lieu of, any other warranties set forth elsewhere in this Agreement.

5. Ownership of Work Product.

5.1. Definitions. As used in this Section 5, and elsewhere in this Agreement, the following terms have the meanings set forth below:

- 5.1.1. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Services.
- 5.1.2. "Third Party Intellectual Property" means any intellectual property owned by parties other than District or Contractor.

5.1.3. “Work Product” means everything that is originally made, conceived, discovered, or reduced to practice by Contractor or Contractor’s subcontractors or agents (either alone or with others) pursuant to this Agreement, including every invention, modification, discovery, design, development, customization, configuration, improvement, process, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection).

5.2. Original Works. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only. All Work Product created by Contractor pursuant to the Services, including derivative works and compilations of Work Product, and whether or not such Work Product is considered a work made for hire or an employment to invent, is the exclusive property of District. District and Contractor agree that such Work Product is “work made for hire” of which District is the author within the meaning of the United States Copyright Act. If for any reason the Work Product is not “work made for hire,” Contractor hereby irrevocably assigns to District any and all of its rights, title, and interest in all Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon District’s reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in District. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

5.3. License in Contractor Intellectual Property. In the event that a Deliverables delivered by Contractor under this Agreement is or is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to District an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Deliverables, and to authorize others to do the same on District’s behalf.

5.4. License in Third Party Intellectual Property. In the event that a Deliverables delivered by Contractor under this Agreement is or is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the District’s behalf and in the name of the District an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Deliverables, and to authorize others to do the same on District’s behalf.

5.5. No Rights. Except as expressly set forth in this Agreement, nothing in this Agreement may be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by District. Except as expressly set forth in this Agreement, nothing in this Agreement may be construed as granting to or conferring upon District any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

5.6. Marks. Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Agreement. Contractor agrees to follow District Policy KJ for Commercial Activities.

5.7. Competing Services. Subject to the provisions of this Section 9, and Contractor’s obligations with respect to Confidential Information, including as defined in Section 10, nothing in this Agreement

precludes or limits in any way the right of Contractor to: (i) provide services similar to those contemplated in this Agreement, or consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, Deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables delivered pursuant to this Agreement. Each party is free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Agreement free of any use restriction or payment obligation to the other.

6. Confidential Information.

- 6.1. Confidential Information.** Contractor acknowledges that it and its employees, officers, directors, agents or subcontractors (collectively, "Contractor Staff") may, in the course of performing the Services under this Agreement, be exposed to or acquire information that is confidential to District or District's clients. Any and all information of any form (including but not limited to records, files, papers, materials, documents, and communications in written, verbal, oral and electronic form) that Contractor or any Contractor Staff may come into contact with or that is obtained by Contractor or Contractor Staff in the performance of this Agreement shall be considered for the purposes of this Agreement the confidential information of District ("Confidential Information"). Contractor shall, and shall cause Contractor Staff to treat any reports or other documents or items (including software) that result from the use of the Confidential Information in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by Contractor or Contractor Staff acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure; (ii) is furnished by District to others without restrictions similar to those imposed by this Agreement; (iii) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (iv) is obtained from a source other than District without the obligation of confidentiality, (v) is disclosed with the written consent of District, or; (vi) is independently developed by Contractor or Contractor Staff who can be shown to have had no access to the Confidential Information.
- 6.2. FERPA Re-Disclosure. Family Education Rights and Privacy Act ("FERPA") Prohibits the Re-Disclosure of Confidential Student Information:** Except in very specific circumstances and as agreed in writing, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Agreement. Any re-disclosure of confidential student information must comply with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of District. If District grants permission, Contractor is solely responsible for compliance with the re-disclosure under 34 CFR §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Contractor in the performance of this Agreement must be used only for the purposes identified in this Agreement.
- 6.3. Security.** Any disclosure or removal of any district matter or property by Contractor without the express written permission of District shall be cause for immediate termination of this agreement. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against district because of Contractor's willful or negligent release of information, documents, or property contained in or on district property. District hereby deems all information, documents, and property contained in or on district property privileged and confidential.
- 6.4. Non-Disclosure.** Contractor shall hold, and shall cause Contractor Staff to hold, all Confidential Information in confidence, using the highest standard of care applicable, and shall not copy,

reproduce, sell, assign, license, market, transfer, distribute, or otherwise dispose of, give, make available or disclose, in whole or in part, directly or indirectly, Confidential Information to third parties (other than its authorized subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services to District hereunder, and shall advise Contractor Staff of their obligations to keep Confidential Information confidential. Contractor shall assist District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise District immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and Contractor will at its expense cooperate with District in seeking injunctive or other equitable relief in the name of District or Contractor against any such person. Contractor shall not at any time during or after the term of this Agreement, except as directed by District, disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement. Upon expiration or termination of this Agreement or at District's request, Contractor shall deliver to District all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing and unless otherwise specified in this Agreement, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of performance of the Services.

- 6.5. Confidentiality Policies.** Contractor shall, upon District's request, provide its policies and procedures for safeguarding Confidential Information to District for District's review and consent. Such policies must address information conveyed in oral, written, and electronic format and include procedures for how Contractor will respond when a violation or possible violation occurs.
- 6.6. Injunctive Relief.** Contractor acknowledges that breach of this Section 6, including disclosure of any Confidential Information, will cause irreparable injury to District that is inadequately compensable in damages. Accordingly, District may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of District and are reasonable in scope and content.
- 6.7. Publicity.** Contractor agrees that it will not disclose the form, content or existence of this Agreement or any Deliverables in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with District, whether or not such disclosure, publicity or association implies an endorsement by District of Contractor's services, without the prior written consent of District.

7. Indemnity by Contractor.

- 7.1. Claims.** Contractor shall defend, save, hold harmless, and indemnify District and its officers, employees, and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs (including attorneys' fees) and expenses (collectively, "Claims") of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Agreement, including but not limited to, unauthorized disclosure of Confidential Information, professional malfeasance, infringement of intellectual property rights, intentional, willful, or wanton wrongful acts, and acts outside the scope of Services set forth in this Agreement.
- 7.2. Legal Counsel.** If Contractor is required to defend District or their officers, employees or agents under Section 7.1, then Contractor shall select legal counsel reasonably acceptable to District to act in the name of, or represent the interests of the District or their officers, employees and agents. Further, District may assume its own defense, including that of its officers, employees and agents, at any time when in the District's sole discretion it determines that (i) proposed counsel is

prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the District or its officers, employees and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the District are served thereby. Contractor's obligation to pay for all costs and expenses includes those incurred by the District in assuming its own defense or that of its officers, employees, and agents under (i) and (ii) above.

7.3. Damages to District Property and Employees. Contractor is liable for all Claims for personal injury, including death, damage to real property and damage to tangible and intangible personal property of District or any of its employees, subcontractors or agents resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Agreement.

7.4. CONTRACTOR IS NOT AUTHORIZED TO SETTLE OR COMPROMISE ANY CLAIM REFERENCED IN THIS SECTION WITHOUT THE EXPRESS WRITTEN CONSENT OF DISTRICT.

8. Limitation of Liabilities.

8.1. EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 6, OR (ii) SECTION 7, CONTRACTOR'S LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO ONE AND ONE HALF TIMES THE MAXIMUM-NOT-TO-EXCEED AMOUNT OF THIS CONTRACT.

8.2. EXCEPT FOR LIABILITY TO THIRD PERSONS ARISING OUT OF OR RELATED TO (i) SECTION 6, OR (ii) SECTION 7, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

9. Insurance. Contractor shall maintain insurance as set forth in Exhibit C.

10. Default; Remedies; Termination.

10.1. Default by Contractor. Contractor will be in default under this Agreement if:

- 10.1.1. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- 10.1.2. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Agreement and Contractor has not obtained such license or certificate within 14 calendar days after District's notice or such longer period as District may specify in such notice; or
- 10.1.3. Contractor commits any material breach or default of any covenant, warranty, obligation, certification, or agreement under this Agreement, fails to perform the Services under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Services as to endanger Contractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after District's notice, or such longer period as District may specify in such notice; or
- 10.1.4. Contractor has liquidated and delinquent debt owed to the State of Oregon or any department or Agency of the State.

10.2. District's Remedies for Contractor's Default. In the event Contractor is in default under Section 10.1, District may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- 10.2.1. Termination of this Agreement under Section 10.6.2; or
- 10.2.2. Withholding all monies due for Services and Deliverables that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively; or
- 10.2.3. Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or

10.2.4. Exercise of its right of setoff, and withholding of amounts otherwise due and owing to Contractor, without penalty; or

10.2.5. Undertaking collection by administrative offset, or garnishment if applicable, of all monies due for Services and Deliverables to recover liquidated and delinquent debt owed to the District. Offsets or garnishment may be initiated after the Contractor has been given notice if required by law.

10.3. Remedies Cumulative. The remedies set forth in Section 10.2 are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 10.1, then Contractor will be entitled to the same remedies as if this Agreement was terminated pursuant to Section 10.6.1.

10.4. Default by District. District will be in default under this Agreement if:

10.4.1. District fails to pay Contractor any amount pursuant to the terms of this Agreement, and District fails to cure such failure within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

10.4.2. District commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

10.5. Contractor's Remedies. In the event District terminates this Agreement under Section 10.6.1, or is in default under Section 10.4, and whether or not Contractor elects to exercise its right to terminate the Agreement under Section 10.6.3, Contractor's sole monetary remedy will be (i) with respect to Services compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Agreement but not yet invoiced and authorized expenses incurred and interest, subject to ORS 293.462, and (ii) with respect to Deliverables-based Services, a claim for the sum designated for completing the Deliverables multiplied by the percentage of Services completed and accepted by District, less previous amounts paid and any claim(s) that District has against Contractor. In no event will District be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 10.5, Contractor shall pay immediately any excess to District upon written demand.

10.6. Termination.

10.6.1. **District's Right to Terminate at its Discretion.** District may terminate this Agreement:

10.6.1.1. Upon 30 calendar days' prior written notice by District to Contractor;

10.6.1.2. Immediately upon written notice by District to Contractor if District fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Services or Work Products; or

10.6.1.3. Immediately upon written notice by District to Contractor if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the District's purchase of the Services or Work Products under this Agreement is prohibited or District is prohibited from paying for such Services or Work Products from the planned funding source.

10.6.1.4. District reserves the right to terminate or otherwise suspend this Agreement if District's Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due to Contractor under this Agreement, subject to a prorated adjustment for reduction in services or need for goods during the furlough.

10.6.2. **District's Right to Terminate for Cause.** In addition to any other rights and remedies District may have under this Agreement, District may terminate this Agreement

immediately upon written notice by District to Contractor, or at such later date as District may establish in such notice, if Contractor is in default under Section 10.1.

10.6.3. **Contractor's Right to Terminate for Cause.** Contractor may terminate this Agreement immediately upon written notice to District, or at such later date as Contractor may establish in such notice, if District is in default under Section 10.4.

10.7. **Return of Property.** Upon termination of this Agreement for any reason whatsoever, Contractor shall immediately deliver to District all of District's property (including without limitation any Services or Work Products for which District has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such District property is expressed or embodied at that time.

10.8. **Effect of Termination.** Upon receiving a notice of termination of this Agreement, Contractor shall immediately cease all activities under this Agreement, unless District expressly directs otherwise in such notice of termination. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research or objects or other tangible things needed to complete the Services and the Deliverables.

11. Compliance with Law.

11.1. **Compliance with Law Generally.** Contractor shall comply, and cause all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement and the performance of the Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Title V and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) Section 188 of the Workforce Investment Act (WIA) of 1998, as amended; (ix) ORS Chapter 659, as amended; (x) all regulations and administrative rules established pursuant to the foregoing laws; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. District's performance under the Agreement is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

11.2. Compliance with Oregon Tax Laws.

11.2.1. Contractor shall, throughout the duration of this Agreement, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes the tax laws described in Section 4.1.5.1 through 4.1.5.4.

11.2.2. Any violation of Section 11.2.1 constitutes a material breach of this Agreement. Further, any violation of Contractor's warranty in Section 4.1.5 of this Agreement that Contractor

has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also constitutes a material breach of this Agreement. Any violation entitles District to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 11.2.2.1. Termination of this Agreement, in whole or in part;
- 11.2.2.2. Exercise of the right of setoff, or garnishment if applicable, and withholding of amounts otherwise due and owing to Contractor without penalty; and
- 11.2.2.3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District is entitled to recover any and all damages suffered as the result of Contractor's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.
- 11.2.2.4. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

11.3. Compliance with Federal Law. Contractor shall comply with all applicable federal laws, including, without limitation, those set forth in Exhibit E, which is attached and incorporated into this Agreement by this reference.

11.4. Pay Equity. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles District to terminate this Agreement for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

12. Governing Law; Venue and Jurisdiction.

12.1. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

12.2. Venue and Jurisdiction. Any claim, action, suit or proceeding between District and Contractor that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event may this section be construed as (i) a waiver by the District of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim, action, suit or proceeding, or (ii) consent by the District to the jurisdiction of any court.

13. Miscellaneous Provisions.

13.1. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are

pertinent to this Agreement (“Records”) in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that District and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other Records that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such financial records and other Records for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- 13.2. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform the Services under this Agreement in the State of Oregon prior to entering into this Agreement.
- 13.3. Force Majeure.** Neither District nor Contractor may be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of District or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- 13.4. Survival.** All rights and obligations cease upon termination or expiration of this Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Agreement, including without limitation this Section 13.4, and provisions regarding Agreement definitions, warranties and liabilities, independent Contractor status and taxes and withholding, maximum compensation, Contractor’s duties of confidentiality, ownership and license of intellectual property and Deliverables, confidentiality and non-disclosure, Contractor’s representations and warranties, control of defense and settlement, remedies, return of District property, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.
- 13.5. Time is of the Essence.** Contractor agrees that time is of the essence under this Agreement.
- 13.6. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or District at the email address, postal address or telephone number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 13.6. Any communication or notice so addressed and mailed is effective five business days after mailing. Any communication or notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against District, any notice transmitted by facsimile must be confirmed by telephone notice to District’s Agreement Administrator. Any communication or notice given by personal delivery is effective when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.
- 13.7. No Third Party Beneficiaries.** District and Contractor are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons

unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 13.8. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 13.9. Merger Clause; Waiver.** This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind the parties unless in writing and signed by both parties and all necessary District approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of District to enforce any provision of this Agreement in one instance will not constitute a waiver by District of its right to enforce that or any other provision.
- 13.10. Amendments.** District may amend this Agreement to the extent permitted by applicable statutes and administrative rules. No amendment to this Agreement is effective unless it is in writing signed by the parties, and has been approved as required by applicable law.
- 13.11. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.
- 13.12. Oregon False Claims Act.** Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Agreement, including the procurement process relating to this Agreement, that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the District under this Agreement or any other provision of law.
- 13.13. Certifications.** The individual signing on behalf of Contractor hereby:
- 13.13.1. Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, that Contractor is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, Contractor faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax

provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor tax identification numbers are true and accurate;

- 13.13.2. Certifies that, to the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;
- 13.13.3. Certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the Agreement, to maintain the policy and practice in force during the entire Agreement term.
- 13.13.4. Certifies that the information provided on the attached Exhibit A, Taxpayer Information, is true and correct as of the Effective Date; and
- 13.13.5. Certifies that Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.

Exhibit B: Agreement General Terms and Conditions

This Agreement between DISTRICT and CONTRACTOR includes the following terms, conditions, and provisions:

1. Contractor's Personnel.

- 1.1. Key Persons.** Contractor acknowledges and agrees that District selected Contractor, and is entering into this Agreement, because of the special qualifications of Contractor's key persons identified in the Statement of Work (each a "Key Person" and, together, "Key Persons"). Neither Contractor nor a Key Person may delegate performance of the powers and responsibilities that a Key Person is required to provide under this Agreement to another Contractor employee, subcontractor or agent without first obtaining the written consent of District. Further, Contractor may not re-assign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with the required expertise, experience, judgment, and personal attention, without first obtaining District's written consent to such re-assignment or transfer, which District will not unreasonably withhold or delay. Notwithstanding the foregoing, Contractor may replace a Key Person in the event the Key Person is no longer available due to circumstances beyond Contractor's reasonable control, such as death, illness, or termination of employment with Contractor. In the event Contractor requests that District approve a re-assignment or transfer of a Key Person, or if Contractor must replace a Key Person, District may interview, review the qualifications of, and approve or reject the proposed replacement for the Key Person. Any such replacement must have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by District in writing (email acceptable) will thereafter be deemed a Key Person for purposes of this Agreement, and the Statement of Work will be deemed amended to include such Key Person.
- 1.2. Payment for Replacement Key Personnel.** If District is paying Contractor on an hourly or other periodic basis, then Contractor will not charge District, and District will not pay, for a replacement Key Person while such replacement acquires the project knowledge and skills necessary to perform the Services. Such period of non-charge will be agreed upon by the parties.
- 1.3. Work Performed on District Property.** Contractor and Contractor staff shall comply with all policies, rules, procedures, and regulations established by District for access to and activities in and around premises controlled by District including but not limited to:
 - 1.3.1.** When performing work on District property, Contractor and Contractor's employees shall be in appropriate work attire (or uniform, if applicable) at all times. Contractor attire must meet the guidelines for non-offensive, derogatory, or other requirements similar to District staff.
 - 1.3.2.** Each day Contractor or Contractor's employees are present on District property, they must sign in at the location's main office and obtain an identification/visitor tag. Contractor and Contractor's employees must display this tag on their person at all times while on District property.
 - 1.3.3.** All District properties are tobacco-free zones; Contractor and/or Contractor's employees are prohibited from using any tobacco product on District property.
 - 1.3.4.** All District properties are also drug-free, weapons-free and firearms-free zones; Contractor and/or Contractor's employees are prohibited from possessing on their persons or in their vehicles any drug, weapon or firearm while on District property.
- 1.4. Employee Removal:** At District's request, Contractor shall immediately remove any contractor employee, agent, representative or subcontractor from all district properties in cases where District in its sole discretion determines that removal of that individual is in the district's best interests.
- 1.5. Obligation to report abuse.** Contractor acknowledges District's obligations related to child abuse and sexual conduct. If there are reports or allegations of sexual conduct or child abuse involving one of Contractor's employees, Contractor agrees to immediately comply with the District's request for removal of the employee. Contractor will cooperate in any investigation being

conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information from District related to the prevention and identification of child abuse and sexual conduct, the obligations of school employees to report abuse and sexual conduct, and appropriate electronic communications with students and agrees to provide this information to any employee having direct, unsupervised contact with students. Contractor has reviewed and will comply with https://www.oregonlegislature.gov/bills_laws/ors/ors419B.html.

1.6. Hazardous Materials. Contractor shall notify District before using any products containing hazardous materials to which district employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.

2. Independent Contractor; Responsibility for Taxes and Withholding

2.1. Independent Contractor. Contractor shall perform all Services as an independent contractor. District reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Services; however, District may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.

2.2. No Conflicts. Contractor, by signature to this Agreement, represents and warrants that Contractor's performance of the Services under this Agreement creates no potential or actual conflict of interest as defined by ORS 244; and no statutes, rules or regulations of any State of Oregon or Federal Agency for which Contractor currently performs work would prohibit Contractor from performing the Services under this Agreement.

2.3. Affiliation. Contractor understands and agrees that it is not an "officer," "employee," or "agent" of the District, as those terms are used in ORS 174.109, ORS 244.020 or otherwise.

2.4. Taxes and Benefits. Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless required by applicable law, District will not withhold from such compensation or payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Agreement, except as a self-employed individual.

3. Subcontracts, Successors, And Assignments

3.1. Subcontracts. Contractor shall not enter into any subcontracts for any of the Services required by this Agreement without District's prior written consent. In addition to any other provisions District may require, Contractor shall include in any permitted subcontract under this Agreement provisions to ensure that District will receive the benefit of subcontractor's performance as if the subcontractor were Contractor. District's consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Agreement.

3.2. Successors and Assigns. The provisions of this Agreement are binding upon and inure to the benefit of the parties to this Agreement, their respective successors, and permitted assigns, if any.

3.3. No Assignment. Contractor shall not assign or transfer any of its rights or delegate its obligations under this Agreement without District's prior written consent.

4. Representations and Warranties.

4.1. Contractor's General Representations and Warranties. Contractor represents and warrants to District that:

4.1.1. Contractor has the power and authority to enter into and perform this Agreement;

4.1.2. This Agreement, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;

- 4.1.3. Contractor shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services;
- 4.1.4. Contractor prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
- 4.1.5. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the Effective Date, faithfully has complied with:
 - 4.1.5.1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 4.1.5.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - 4.1.5.3. Any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor;
 - 4.1.5.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and
 - 4.1.5.5. Contractor has no undisclosed liquidated and delinquent debt owed to the District.

4.2. Contractor's Performance Warranties.

- 4.2.1. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession;
- 4.2.2. The Services and each Deliverables delivered by Contractor pursuant to the Services will materially comply with any service descriptions, specifications, standards or requirements set forth in this Agreement;
- 4.2.3. Except as otherwise provided in this Agreement (including Section 5, Ownership of Work Product), Contractor shall transfer all Deliverables to District free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind; and
- 4.2.4. Except as otherwise set forth in this Agreement, any subcontractors performing work for Contractor under this Agreement have assigned all of their rights in the Deliverables to Contractor or District and no third party has any right, title or interest in any Deliverables supplied to District under this Agreement.

4.3. Warranties cumulative. The warranties set forth in Section 8 are in addition to, and not in lieu of, any other warranties set forth elsewhere in this Agreement.

5. Ownership of Work Product.

5.1. Definitions. As used in this Section 5, and elsewhere in this Agreement, the following terms have the meanings set forth below:

- 5.1.1. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Services.
- 5.1.2. "Third Party Intellectual Property" means any intellectual property owned by parties other than District or Contractor.
- 5.1.3. "Work Product" means everything that is originally made, conceived, discovered, or reduced to practice by Contractor or Contractor's subcontractors or agents (either alone or with others) pursuant to this Agreement, including every invention, modification, discovery, design, development, customization, configuration, improvement, process,

work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection).

- 5.2. Original Works.** District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only. All Work Product created by Contractor pursuant to the Services, including derivative works and compilations of Work Product, and whether or not such Work Product is considered a work made for hire or an employment to invent, is the exclusive property of District. District and Contractor agree that such Work Product is “work made for hire” of which District is the author within the meaning of the United States Copyright Act. If for any reason the Work Product is not “work made for hire,” Contractor hereby irrevocably assigns to District any and all of its rights, title, and interest in all Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon District’s reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in District. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 5.3. License in Contractor Intellectual Property.** In the event that a Deliverables delivered by Contractor under this Agreement is or is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to District an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Deliverables, and to authorize others to do the same on District’s behalf.
- 5.4. License in Third Party Intellectual Property.** In the event that a Deliverables delivered by Contractor under this Agreement is or is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the District’s behalf and in the name of the District an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Deliverables, and to authorize others to do the same on District’s behalf.
- 5.5. No Rights.** Except as expressly set forth in this Agreement, nothing in this Agreement may be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by District. Except as expressly set forth in this Agreement, nothing in this Agreement may be construed as granting to or conferring upon District any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.
- 5.6. Marks.** Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Agreement. Contractor agrees to follow District Policy KJ for Commercial Activities.
- 5.7. Competing Services.** Subject to the provisions of this Section 9, and Contractor’s obligations with respect to Confidential Information, including as defined in Section 10, nothing in this Agreement precludes or limits in any way the right of Contractor to: (i) provide services similar to those contemplated in this Agreement, or consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, Deliverables or other materials that are competitive with those produced

as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables delivered pursuant to this Agreement. Each party is free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Agreement free of any use restriction or payment obligation to the other.

6. Confidential Information.

- 6.1. Confidential Information.** Contractor acknowledges that it and its employees, officers, directors, agents or subcontractors (collectively, "Contractor Staff") may, in the course of performing the Services under this Agreement, be exposed to or acquire information that is confidential to District or District's clients. Any and all information of any form (including but not limited to records, files, papers, materials, documents, and communications in written, verbal, oral and electronic form) that Contractor or any Contractor Staff may come into contact with or that is obtained by Contractor or Contractor Staff in the performance of this Agreement shall be considered for the purposes of this Agreement the confidential information of District ("Confidential Information"). Contractor shall, and shall cause Contractor Staff to treat any reports or other documents or items (including software) that result from the use of the Confidential Information in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by Contractor or Contractor Staff acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure; (ii) is furnished by District to others without restrictions similar to those imposed by this Agreement; (iii) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (iv) is obtained from a source other than District without the obligation of confidentiality, (v) is disclosed with the written consent of District, or; (vi) is independently developed by Contractor or Contractor Staff who can be shown to have had no access to the Confidential Information.
- 6.2. FERPA Re-Disclosure. Family Education Rights and Privacy Act ("FERPA") Prohibits the Re-Disclosure of Confidential Student Information:** Except in very specific circumstances and as agreed in writing, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Agreement. Any re-disclosure of confidential student information must comply with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of District. If District grants permission, Contractor is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Contractor in the performance of this Agreement must be used only for the purposes identified in this Agreement.
- 6.3. Security.** Any disclosure or removal of any district matter or property by Contractor without the express written permission of District shall be cause for immediate termination of this agreement. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against district because of Contractor's willful or negligent release of information, documents, or property contained in or on district property. District hereby deems all information, documents, and property contained in or on district property privileged and confidential.
- 6.4. Non-Disclosure.** Contractor shall hold, and shall cause Contractor Staff to hold, all Confidential Information in confidence, using the highest standard of care applicable, and shall not copy, reproduce, sell, assign, license, market, transfer, distribute, or otherwise dispose of, give, make available or disclose, in whole or in part, directly or indirectly, Confidential Information to third parties (other than its authorized subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services to District hereunder, and shall advise Contractor Staff of their obligations to keep Confidential Information confidential. Contractor shall

assist District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise District immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and Contractor will at its expense cooperate with District in seeking injunctive or other equitable relief in the name of District or Contractor against any such person. Contractor shall not at any time during or after the term of this Agreement, except as directed by District, disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement. Upon expiration or termination of this Agreement or at District's request, Contractor shall deliver to District all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing and unless otherwise specified in this Agreement, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of performance of the Services.

- 6.5. Confidentiality Policies.** Contractor shall, upon District's request, provide its policies and procedures for safeguarding Confidential Information to District for District's review and consent. Such policies must address information conveyed in oral, written, and electronic format and include procedures for how Contractor will respond when a violation or possible violation occurs.
- 6.6. Injunctive Relief.** Contractor acknowledges that breach of this Section 6, including disclosure of any Confidential Information, will cause irreparable injury to District that is inadequately compensable in damages. Accordingly, District may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of District and are reasonable in scope and content.
- 6.7. Publicity.** Contractor agrees that it will not disclose the form, content or existence of this Agreement or any Deliverables in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with District, whether or not such disclosure, publicity or association implies an endorsement by District of Contractor's services, without the prior written consent of District.

7. Indemnity by Contractor.

- 7.1. Claims.** Contractor shall defend, save, hold harmless, and indemnify District and its officers, employees, and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs (including attorneys' fees) and expenses (collectively, "Claims") of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Agreement, including but not limited to, unauthorized disclosure of Confidential Information, professional malfeasance, infringement of intellectual property rights, intentional, willful, or wanton wrongful acts, and acts outside the scope of Services set forth in this Agreement.
- 7.2. Legal Counsel.** If Contractor is required to defend District or their officers, employees or agents under Section 7.1, then Contractor shall select legal counsel reasonably acceptable to District to act in the name of, or represent the interests of, the State of Oregon, District or their officers, employees and agents. Such legal counsel must accept appointment as a special assistant attorney general under ORS chapter 180 before such action or representation. Further, District may assume its own defense, including that of its officers, employees and agents, at any time when in the District's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the District or its officers, employees and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the District are served thereby. Contractor's obligation to pay for all costs and

expenses includes those incurred by the District in assuming its own defense or that of its officers, employees, and agents under (i) and (ii) above.

7.3. Damages to District Property and Employees. Contractor is liable for all Claims for personal injury, including death, damage to real property and damage to tangible and intangible personal property of District or any of its employees, subcontractors or agents resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Agreement.

7.4. CONTRACTOR IS NOT AUTHORIZED TO SETTLE OR COMPROMISE ANY CLAIM REFERENCED IN THIS SECTION WITHOUT THE EXPRESS WRITTEN CONSENT OF DISTRICT.

8. Limitation of Liabilities.

8.1. EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 6, OR (ii) SECTION 7, CONTRACTOR'S LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO ONE AND ONE HALF TIMES THE MAXIMUM-NOT-TO-EXCEED AMOUNT OF THIS CONTRACT.

8.2. EXCEPT FOR LIABILITY TO THIRD PERSONS ARISING OUT OF OR RELATED TO (i) SECTION 6, OR (ii) SECTION 7, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

9. Insurance. Contractor shall maintain insurance as set forth in Exhibit C.

10. Default; Remedies; Termination.

10.1. Default by Contractor. Contractor will be in default under this Agreement if:

- 10.1.1. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- 10.1.2. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Agreement and Contractor has not obtained such license or certificate within 14 calendar days after District's notice or such longer period as District may specify in such notice; or
- 10.1.3. Contractor commits any material breach or default of any covenant, warranty, obligation, certification, or agreement under this Agreement, fails to perform the Services under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Services as to endanger Contractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after District's notice, or such longer period as District may specify in such notice; or
- 10.1.4. Contractor has liquidated and delinquent debt owed to the District or any department or agency of the State of Oregon.

10.2. District's Remedies for Contractor's Default. In the event Contractor is in default under Section 10.1, District may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- 10.2.1. Termination of this Agreement under Section 10.6.2; or
- 10.2.2. Withholding all monies due for Services and Deliverables that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively; or
- 10.2.3. Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- 10.2.4. Exercise of its right of setoff, and withholding of amounts otherwise due and owing to Contractor, without penalty; or
- 10.2.5. Undertaking collection by administrative offset, or garnishment if applicable, of all monies due for Services and Deliverables to recover liquidated and delinquent debt

owed to the District. Offsets or garnishment may be initiated after the Contractor has been given notice if required by law.

- 10.3. Remedies Cumulative.** The remedies set forth in Section 10.2 are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 10.1, then Contractor will be entitled to the same remedies as if this Agreement was terminated pursuant to Section 10.6.1.
- 10.4. Default by District.** District will be in default under this Agreement if:
- 10.4.1. District fails to pay Contractor any amount pursuant to the terms of this Agreement, and District fails to cure such failure within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or
 - 10.4.2. District commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.
- 10.5. Contractor's Remedies.** In the event District terminates this Agreement under Section 10.6.1, or is in default under Section 10.4, and whether or not Contractor elects to exercise its right to terminate the Agreement under Section 10.6.3, Contractor's sole monetary remedy will be (i) with respect to Services compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Agreement but not yet invoiced and authorized expenses incurred and interest, subject to ORS 293.462, and (ii) with respect to Deliverables-based Services, a claim for the sum designated for completing the Deliverables multiplied by the percentage of Services completed and accepted by District, less previous amounts paid and any claim(s) that District has against Contractor. In no event will District be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 10.5, Contractor shall pay immediately any excess to District upon written demand.
- 10.6. Termination.**
- 10.6.1. **District's Right to Terminate at its Discretion.** District may terminate this Agreement:
 - 10.6.1.1. Upon 30 calendar days' prior written notice by District to Contractor;
 - 10.6.1.2. Immediately upon written notice by District to Contractor if District fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Services or Work Products; or
 - 10.6.1.3. Immediately upon written notice by District to Contractor if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the District's purchase of the Services or Work Products under this Agreement is prohibited or District is prohibited from paying for such Services or Work Products from the planned funding source.
 - 10.6.1.4. District reserves the right to terminate or otherwise suspend this Agreement if District's Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due to Contractor under this Agreement, subject to a prorated adjustment for reduction in services or need for goods during the furlough.
 - 10.6.2. **District's Right to Terminate for Cause.** In addition to any other rights and remedies District may have under this Agreement, District may terminate this Agreement immediately upon written notice by District to Contractor, or at such later date as District may establish in such notice, if Contractor is in default under Section 10.1.

10.6.3. **Contractor's Right to Terminate for Cause.** Contractor may terminate this Agreement immediately upon written notice to District, or at such later date as Contractor may establish in such notice, if District is in default under Section 10.4.

10.7. Return of Property. Upon termination of this Agreement for any reason whatsoever, Contractor shall immediately deliver to District all of District's property (including without limitation any Services or Work Products for which District has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such District property is expressed or embodied at that time.

10.8. Effect of Termination. Upon receiving a notice of termination of this Agreement, Contractor shall immediately cease all activities under this Agreement, unless District expressly directs otherwise in such notice of termination. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research or objects or other tangible things needed to complete the Services and the Deliverables.

11. Compliance with Law.

11.1. Compliance with Law Generally. Contractor shall comply, and cause all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement and the performance of the Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Title V and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) Section 188 of the Workforce Investment Act (WIA) of 1998, as amended; (ix) ORS Chapter 659, as amended; (x) all regulations and administrative rules established pursuant to the foregoing laws; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. District's performance under the Agreement is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

11.2. Compliance with Oregon Tax Laws.

11.2.1. Contractor shall, throughout the duration of this Agreement, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes the tax laws described in Section 4.1.5.1 through 4.1.5.4.

11.2.2. Any violation of Section 11.2.1 constitutes a material breach of this Agreement. Further, any violation of Contractor's warranty in Section 4.1.5 of this Agreement that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also constitutes a material breach of this Agreement. Any violation entitles District to terminate this Agreement, to pursue and recover any and all

damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

11.2.2.1. Termination of this Agreement, in whole or in part;

11.2.2.2. Exercise of the right of setoff, or garnishment if applicable, and withholding of amounts otherwise due and owing to Contractor without penalty; and

11.2.2.3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District is entitled to recover any and all damages suffered as the result of Contractor's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.

11.2.2.4. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

11.3. Compliance with Federal Law. Contractor shall comply with all applicable federal laws, including, without limitation, those set forth in Exhibit E, which is attached and incorporated into this Agreement by this reference.

11.4. Pay Equity. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles District to terminate this Agreement for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

12. Governing Law; Venue and Jurisdiction.

12.1. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

12.2. Venue and Jurisdiction. Any claim, action, suit or proceeding between District and Contractor that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event may this section be construed as (i) a waiver by the District of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim, action, suit or proceeding, or (ii) consent by the District to the jurisdiction of any court.

13. Miscellaneous Provisions.

13.1. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Agreement ("Records") in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that District and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have

access to such financial records and other Records that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such financial records and other Records for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- 13.2. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform the Services under this Agreement in the State of Oregon prior to entering into this Agreement.
- 13.3. Force Majeure.** Neither District nor Contractor may be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of District or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- 13.4. Survival.** All rights and obligations cease upon termination or expiration of this Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Agreement, including without limitation this Section 13.4, and provisions regarding Agreement definitions, warranties and liabilities, independent Contractor status and taxes and withholding, maximum compensation, Contractor's duties of confidentiality, ownership and license of intellectual property and Deliverables, confidentiality and non-disclosure, Contractor's representations and warranties, control of defense and settlement, remedies, return of District property, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.
- 13.5. Time is of the Essence.** Contractor agrees that time is of the essence under this Agreement.
- 13.6. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or District at the email address, postal address or telephone number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 13.6. Any communication or notice so addressed and mailed is effective five business days after mailing. Any communication or notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against District, any notice transmitted by facsimile must be confirmed by telephone notice to District's Agreement Administrator. Any communication or notice given by personal delivery is effective when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.
- 13.7. No Third Party Beneficiaries.** District and Contractor are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 13.8. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 13.9. Merger Clause; Waiver.** This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind the parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of District to enforce any provision of this Agreement in one instance will not constitute a waiver by District of its right to enforce that or any other provision.
- 13.10. Amendments.** District may amend this Agreement to the extent permitted by applicable statutes and administrative rules. No amendment to this Agreement is effective unless it is in writing signed by the parties, and has been approved as required by applicable law.
- 13.11. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.
- 13.12. Oregon False Claims Act.** Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Agreement, including the procurement process relating to this Agreement, that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or District under this Agreement or any other provision of law.
- 13.13. Certifications.** The individual signing on behalf of Contractor hereby:
- 13.13.1. Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, that Contractor is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, Contractor faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor;

and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor tax identification numbers are true and accurate;

- 13.13.2. Certifies that, to the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;
- 13.13.3. Certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the Agreement, to maintain the policy and practice in force during the entire Agreement term.
- 13.13.4. Certifies that the information provided on the attached Exhibit A, Taxpayer Information, is true and correct as of the Effective Date; and
- 13.13.5. Certifies that Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.

Exhibit C: Insurance Requirements

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

B. Insurance Requirement: SELECT ONE:

Insurance provisions are **WAIVED** based on review by District Risk Staff - OR-

Insurance provisions are **REQUIRED** based on review by District Risk Staff and outlined below.

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit C: Insurance Requirements prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to the District. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

1. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

2. COMMERCIAL GENERAL LIABILITY

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the District. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

3. AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal

automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

4. PROFESSIONAL LIABILITY:

Required **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claim made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

5. PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to District covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor’s employees and volunteers. Policy endorsement’s definition of an insured shall include the Contractor, and the Contractor’s employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$ 2,000,000.

Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

6. EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

7. ADDITIONAL INSURED

All liability insurance, except for Workers’ Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the Eugene School District 4J, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

8. WAIVER OF SUBROGATION

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the District or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

9. TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Contractor's completion and District's acceptance of all Services required under this Agreement, or, (ii) District or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Agreement.

10. CERTIFICATE(S) AND PROOF OF INSURANCE

Contractor shall provide to District Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the District, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance District has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

11. NOTICE OF CHANGE OR CANCELLATION

Contractor or its insurer must provide at least 30 days' written notice to District before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

12. INSURANCE REQUIREMENT REVIEW

Contractor agrees to periodic review of insurance requirements by District under this agreement and to provide updated requirements as mutually agreed upon by Contractor and District.

Exhibit D: Fingerprinting and Background Check Requirements

Eugene School District 4J has made the following determination regarding requirement of CONTRACTOR to undergo preliminary background checks, fingerprinting, and criminal records check:

ORS 336.631(2) and OAR 581-022-2505(2) require private alternative programs/schools that are registered with the Department of Education to conduct criminal records checks consistent with ORS 181.539, ORS 326.603, ORS 326.607, and ORS 342.232. Consistent with ORS 181.539 and OAR 581-022-2430, a private alternative program/school must request a criminal records check for each employee of the private alternative program who will have direct, unsupervised contact with children. The Department assumes that each employee of a private alternative program will have some direct, unsupervised contact with children. A program may dispute this assumption by submitting evidence satisfactory to the Department of Education that the employee will not have any direct, unsupervised contact with children. Consistent with ORS 326.607, a private alternative program/school may request a criminal records check for an individual who is a volunteer. 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.

- Fingerprinting and criminal records check required
- Contractor has completed registration with ODE
- Contractor's registration has been approved by ODE

Exhibit E: Statement of Work

The CONTRACTOR will provide private alternative education services for middle and high school students who reside in Eugene School District 4J. The private alternative education programs will provide services that enhance the ability of the District to provide an appropriate learning environment for all students. The private alternative education programs serve students who are in one or more of the following subgroups:

- A. Students who are not currently benefiting from attendance in the public school system and whose academic interests and needs are best served through participation in an alternative education program.
- B. Students who have dropped out or at risk of dropping out.
- C. Students whose attendance is so erratic that they are not benefiting from school.
- D. Students who have not met or who have exceeded benchmark academic standards.
- E. Students who are expelled or are being considered for expulsion.
- F. Students whose parent or legal guardian applies for a student's exemption from compulsory school attendance on a semiannual basis consistent with OAR 581-021-0075, Exemption From Compulsory Attendance.
- G. Students who are individually approve for placement consistent with the District's board policies regarding placement
- H. Students eligible for Special Education or a Section 504 plan.
- I. Students who are eligible for special education under IDEA can be served by a private alternative education program if:
 - a. The private alternative education program is register with the Oregon Department of Education as an approved special education provider.
 - b. The private alternative education program employs a staff person who is certified in special education.
 - c. The private alternative education program designates a special education liaison to the District.
- J. Students who are eligible for a Section 504 plan can be served by a private alternative education program if:
 - a. The private alternative education program designates a 504 liaison to the District.
 - b. The private alternative education program staff has participated in a 504 compliance training.

The private alternative education programs must meet all District and State standards. The private alternative program requirements are the following:

- A. Private alternative education programs are registered with the Oregon Department of Education under the provisions of OAR 581-021-0072.
- B. Private alternative education programs are registered with the Oregon Department of Education to provide special education services. If a student is eligible for special education under ORS 343.221 to 343.236 and 343.261 to 343.295, the program must be approved by the Department of Education prior to the placement of the student in the program.
- C. Private alternative education programs shall comply with ORS 336.615 through 336.665.
- D. Private alternative education programs shall comply with all Federal IDEA and 504 requirements.
- E. Private alternative education programs shall comply with all rules and statues applicable to school districts and public schools:
 - a. Federal Law;
 - b. ORS 181A.195, 326.603, 326.607 and 342.223 (criminal records checks);
 - c. ORS 329.496 (physical education);
 - d. ORS 337.150, 339.141, 339.147 and 339.155 (tuition and fees);
 - e. ORS 659.850, 659.855 and 659.860 (discrimination);

- f. ORS 339.122 (advertisement requirements);
 - g. Health and safety statutes and rules; and
 - h. Any statute, rule or school district policy that is specified in a contract between the school district board and the private alternative education program.
 - i. Noncompliance with rules and statutes may result in termination of contract.
- F. Private alternative education programs shall comply with required instruction in educational standards:
- a. Private alternative education programs shall ensure that students receive instruction in the educational standards adopted by the State Board of Education for the grade level the program serves;
 - b. Students enrolled in a private alternative education program shall take the statewide assessment developed by the Department of Education under ORS 329.485;
 - c. Private alternative education programs shall be accountable for determining the progress of its students toward achieving academic content standards as defined in ORS 329.007; and
 - d. Private alternative education programs shall report, at least annually, each student's academic progress, including the results of the state assessment to students, parents and the school district.
- G. Private alternative education programs will be implemented in compliance with all IDEA and 504 requirements.
- H. Private alternative education program staff will collaborate with District staff to develop IEP and 504 plans. At least one certified classroom teacher serving the student will participate as a member of the IEP or 504 team.
- I. Ensure all education program staff providing services under this agreement, as mandatory reports of child abuse, receive training, is aware of their legal responsibilities for reporting and report suspected abuse to the treatment facility supervisor who will report to the District Administrator.
- J. Collaboration and compliance by the private alternative education programs includes, but is not limited, to the following:
- a. Design and implement an education plan and education profile with each student that meets the requirements of OAR 581-022-1120(3)(a) and (b) and 581-022-1130(3).
 - b. Each student's education plan includes criteria for determining if, when, where, and how the student may transition from the alternative program.
 - c. A transportation plan is in place ensuring that the program is accessible to each student approved for placement in the program.
 - d. Abide by the IEP team's decision on program (direct and related services) and placement level.
 - e. Make every reasonable effort to work closely with the District staff to assist in the effective delivery of the services, including implementing all accommodations, and/or modifications specified on the student's IEP.
 - f. Not change the student's IEP, placement or eligibility without action from the IEP or 504 team.
 - g. Ensure that the educational program is developed and implemented in conjunction and cooperation with any treatment program.
 - h. Require and ensure all educational program staff providing services attends any required professional training or meetings deemed appropriate by the District.
 - i. Comply with all District policies regarding discipline of students including, but not limited, to the following:
 - i. Maintain discipline data via the District's Student Information System
 - ii. Notify the District's special education representative of all in-school or out-of-school suspensions.
 - iii. Cooperate with District staff in conduction manifestation determination meetings prior to the tenth day of removal of a student.

- iv. Will not terminate a student's participation in the program or 'expel' a student without contacting the District and, in the case of a student with an IEP or 504, requesting a manifestation determination.
 - j. Notify all alternative program staff that a student's IEP/504 provided (in paper copy or electronically) must remain confidential in accordance with the following parameters:
 - i. IEPs are not disclosed to any other person(s) except in accordance with the Individuals with Disabilities Education Act (IDEA) and the Family Educational Rights and Privacy Act (FERPA).
 - ii. IEPs/504s must be kept in a secure location, including copies in possession of teachers and providers.
 - iii. All persons who receive copies of IEPs/504s or have access to IEPs/504s must be instructed regarding their legal obligation to maintain the confidentiality of student records.
 - iv. Teachers/staff shall not disclose personally identifiable information from an IEP/504 without consent of the student's parent or legal guardian.
 - k. If a private alternative education program staff member suspect a student may be eligible for special education and related services under IDEA or Section 504 (Child Find), community based alternative program shall notify the district and comply with the District practices and policies for conducting a pre/referral meeting to determine if the student will be evaluated for a suspected disability.
 - l. If a parent/guardian report that they believe their student may be eligible for special education and related services under IDEA or Section 504 (Child Find) or the student themselves report that they suspect they may have a disability, the community based alternative program shall notify the district and comply with the District practices and policies for conducting a pre/referral meeting to determine if the student will be evaluated for a suspected disability.
 - m. Expulsions shall not serve as a blanket basis for rejection of a student from enrollment at a private alternative education program.
 - n. Private alternative education programs will inform and explain rejections of District student referrals.
- K. Private alternative education programs will work the District staff to establish annual measurable and specific objectives in the areas of 1) attendance, 2) academic achievement, 3) retention/drop-out rate, and 4) other measures as determined by the District. Using the required formats and deadlines specified by the District or evaluators, the private alternative education provide shall complete assessments and make reports to measure student progress in each of the these areas.
- a. Attendance: Private alternative education programs will establish an annual goal for attendance. Students failing to attend at an adequate rate as determined by the District may have their placement revoked. Attendance rates are tracked using the District database. Providers will be responsible for accurate entry in a timely manner and to input such data into District or state computer systems. The year-end attendance average for the program will be measured against the annual goal
 - b. Academic Achievement: Private alternative education programs are required to use a consistent measure to assess academic performance in reading and mathematics. Programs are required to use Oregon Statewide Assessment to administer the Oregon statewide assessment. Programs will administer a pre- and post-test during an established period of time in order to assess academic growth that has been achieved. Programs may use other assessment tools to show student growth in their academic performance. Academic achievement will be tracked on the first school day of each month (according to the Eugene 4J school calendar), at mid-grading period and at the end of each grading period using the District

- database. Students failing to make adequate academic progress as determined by the District may have their placement revoked.
- c. Drop-Out Rate: Private alternative education programs are required to maintain accurate enrollment information for the District to enable the District to identify students who have left the alternative program and have successfully transitioned to other schools or programs, and those that are unaccounted for at school year end. This data is used by the District and the state to determine school drop-out rates. Private alternative education programs are required to notify the District when a student has left the alternative program.
 - d. Exit Data: Assist Student Services Department in gathering exit data for special education students.
 - e. Risk Assessments: Private alternative education programs will be required to participate in a Risk Analysis with the District. Evaluations of the programs will be done to establish risks students face. Programs will need to provide proof of insurance.
 - f. Other Measures: Additional performance measures may be requested by the District.
- L. Private alternative education providers will be responsible for collecting and reporting all data required by the District and the State. Providers will use the District's student database for entering student data. The District will coordinate to provide necessary training and support. Providers will be required to complete required training and confidentiality statements prior to starting entry of student data. Private alternative education providers will provide the following:
- a. Attendance, behavior, grades, discipline incidents, graduation, dropout and other data requested by the District.
 - b. Annual student improvement goals with timelines and needed action steps.
 - c. Local and State assessment data, including but not limited to, Oregon Statewide Assessments, Child Find and Progress Monitoring for special education students.

Contract Deliverables and Payment Schedule:

The District will pay alternative education providers on a monthly basis the actual per pupil cost of the Provider's program or an amount equal to 80% of District's estimated current year average per pupil net operating expenditure as defined in OAR 581-023-0041, whichever is less, in accordance with ORS 336.635. Eighty percent of the net operating expenditure for 2021–2022 is estimated to be \$8,829 (80% of \$11,036, the District's estimated net operating expenditure). The District will pay (2021–2022 school year) a fixed daily rate of \$50.45 per student per full day of instruction. One student is entitled to 175 full days of instruction in a fiscal year (July 1–June 30). One Average Daily Membership (ADM) is currently equal to $\$50.45 \times 175 = \$8,829$.

For special education students approved for weighted ADM (ADMw), the District will pay providers on a monthly basis for the actual per pupil cost of the provider's program or an amount equal to 120% of District's estimated current year average per pupil net operating expenditure. One hundred twenty percent of the net operating expenditure for 2021–2022 is estimated to be \$13,244 (120% of \$11,036, the District's estimated net operating expenditure). The District will pay a fixed daily rate of \$75.68 per student per full day of instruction. One student is entitled to 175 full days of instruction in a fiscal year (July 1–June 30). One Weighted Average Daily Membership (ADMw) is currently equal to $\$75.68 \times 175 = \$13,244$.



ITEM FOR INFORMATION

Date of Meeting

June 22, 2022

Title

Receive a Report on Climate Survey Data for 2021–22 School Year

Presenters

Oscar Loureiro, Director of Research and Planning

Overview

Board Policy JFCF, “Harassment, Intimidation, Bullying, Cyberbullying, Hazing, Teen Dating Violence and Domestic Violence” calls for an annual report to the school board on conduct violating the policy. This requirement is fulfilled by providing a report of two sources of data for the 2021–22 school year: (1) the secondary student survey on school climate, which has been administered for the last 13 years, and (2) the elementary student survey on school climate, which has been administered in grades 3–5 with full implementation since 2017–18.

The student climate survey is administered annually to students in grades 3–12. The survey gathers information from students about their experience of bullying, harassment, safety, support, and other aspects of their school experience. Students are assured that the survey is anonymous—their answers are completely confidential and others will not know how they responded—and optional, and they may skip questions if they wish. This year the secondary student survey included questions from the climate survey of the U.S. Department of Education.

To allow ample time for student participation, the school climate survey this year is open through the last day of school, June 17. To provide information about the full response data rather than incomplete preliminary information, the data will be analyzed after all participating students have completed the survey by June 17, and will be added to board materials and presented in the June 22 board meeting.

The 4J School Climate Survey

2021-2022

Oscar Loureiro

History

- ❖ Secondary School Climate Survey
 - ❖ Given to students grades 6 to 12
 - ❖ 14 years so far (2009-2022)

- ❖ Elementary School Climate Survey
 - ❖ Given to students grades 3 to 5
 - ❖ 7 years so far: some schools in 2016 and 2017, and all schools in 2018-2022

New This Year

- ❖ Significant changes in the secondary survey questions:
 - ❖ US Education Department school climate survey, which allows comparisons between 4J and the country as a whole
 - ❖ Preserving many of the questions in the 4J school climate survey until now
- ❖ Lower participation than before the pandemic in all grades

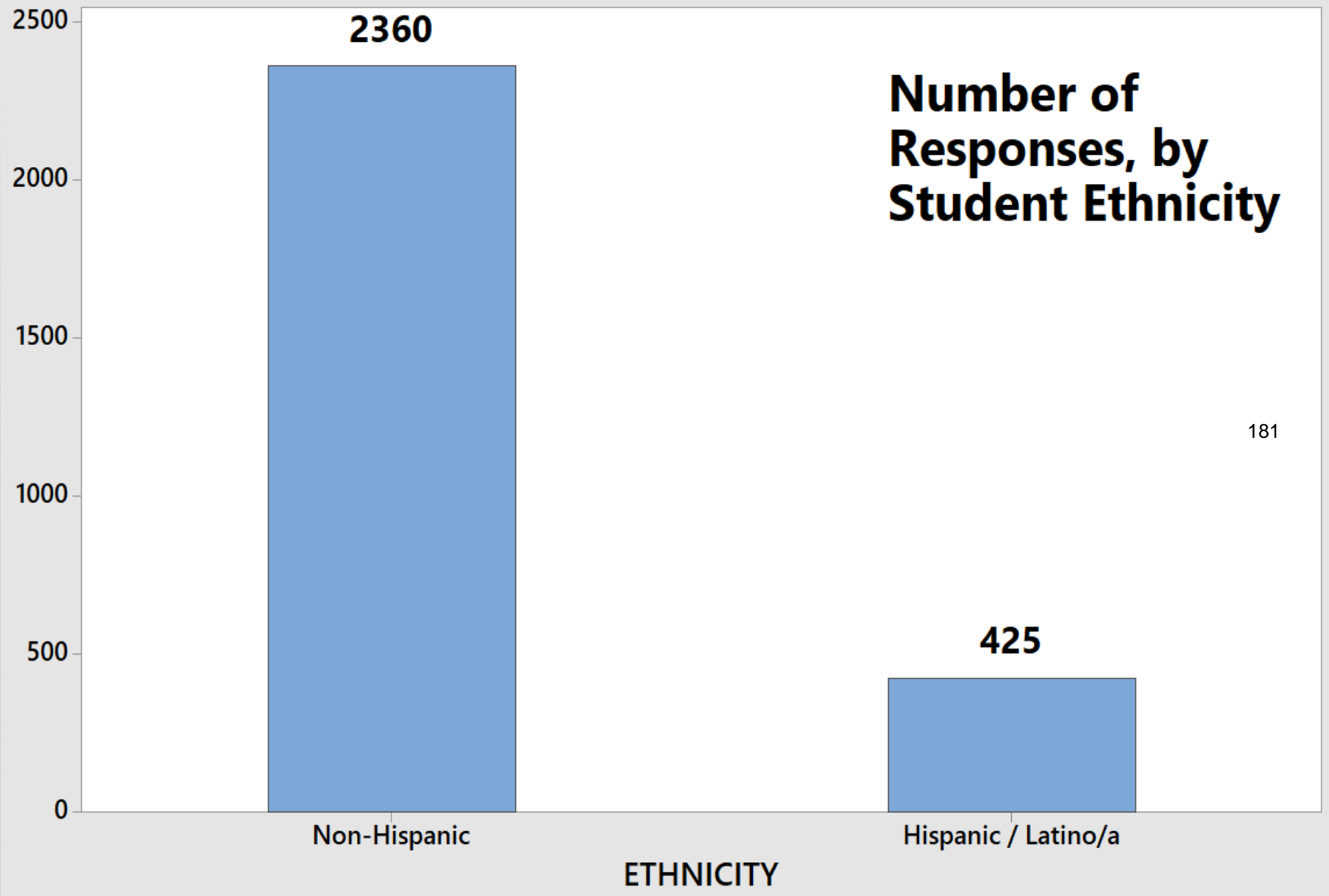
Secondary Survey

2021-22 School Climate Data

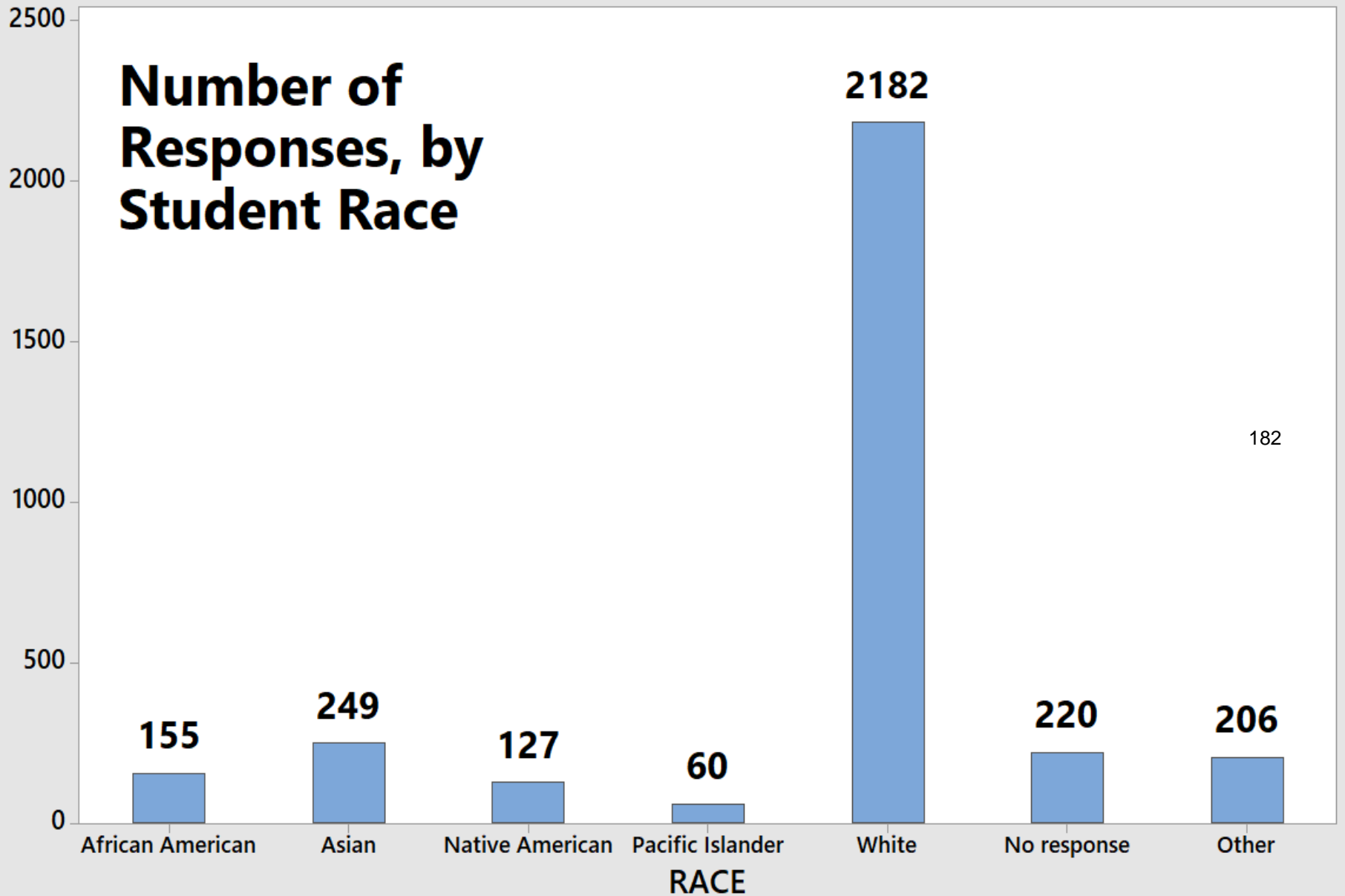
Secondary School Climate Survey Data

- ❖ Respondents this year: 2,866 students
- ❖ For the last 12 years we have reported on the responses to the same 7 questions related to bullying and harassment
- ❖ We have also reported about summaries of responses by different student groups

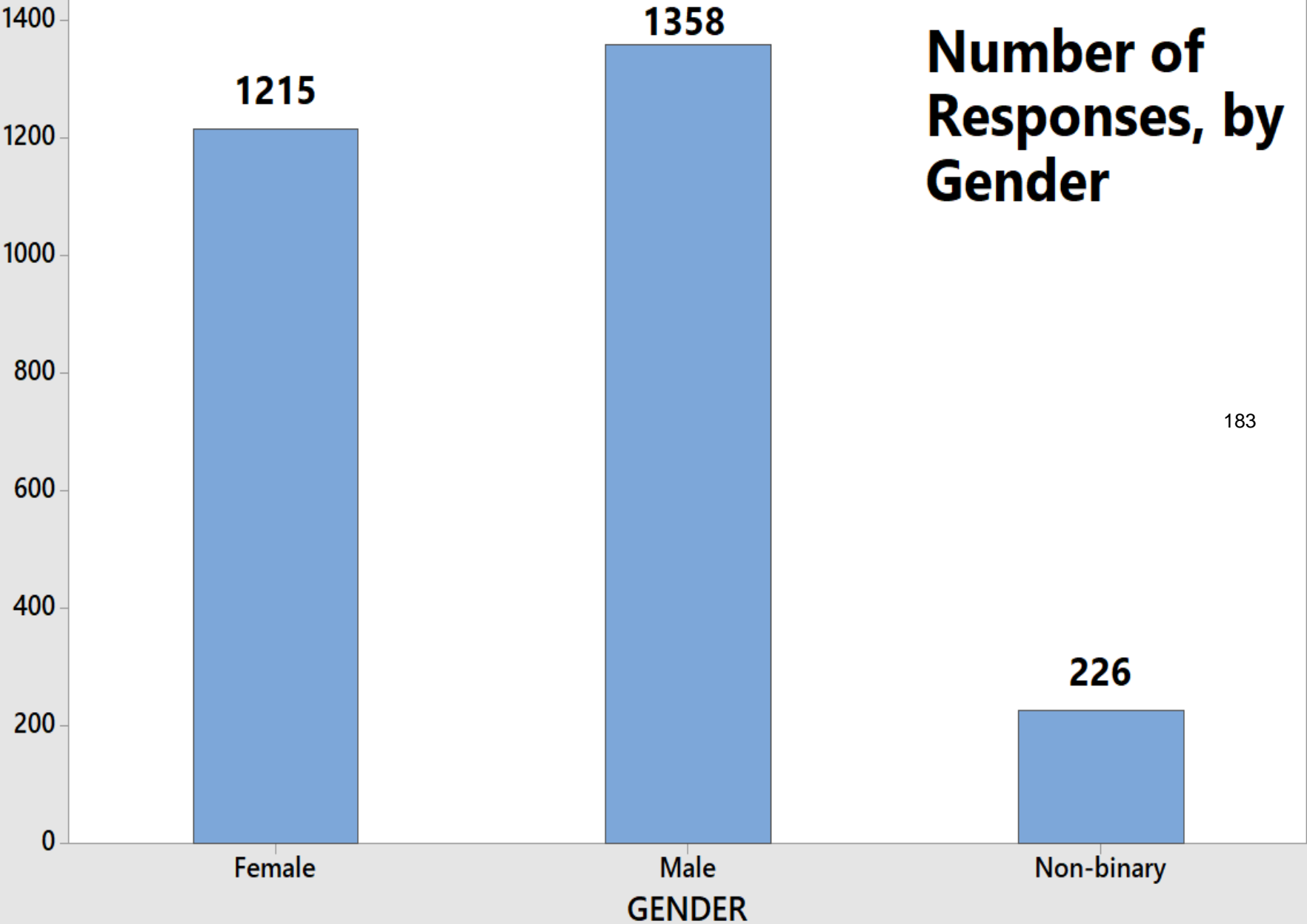
Number of Responses, by Student Ethnicity



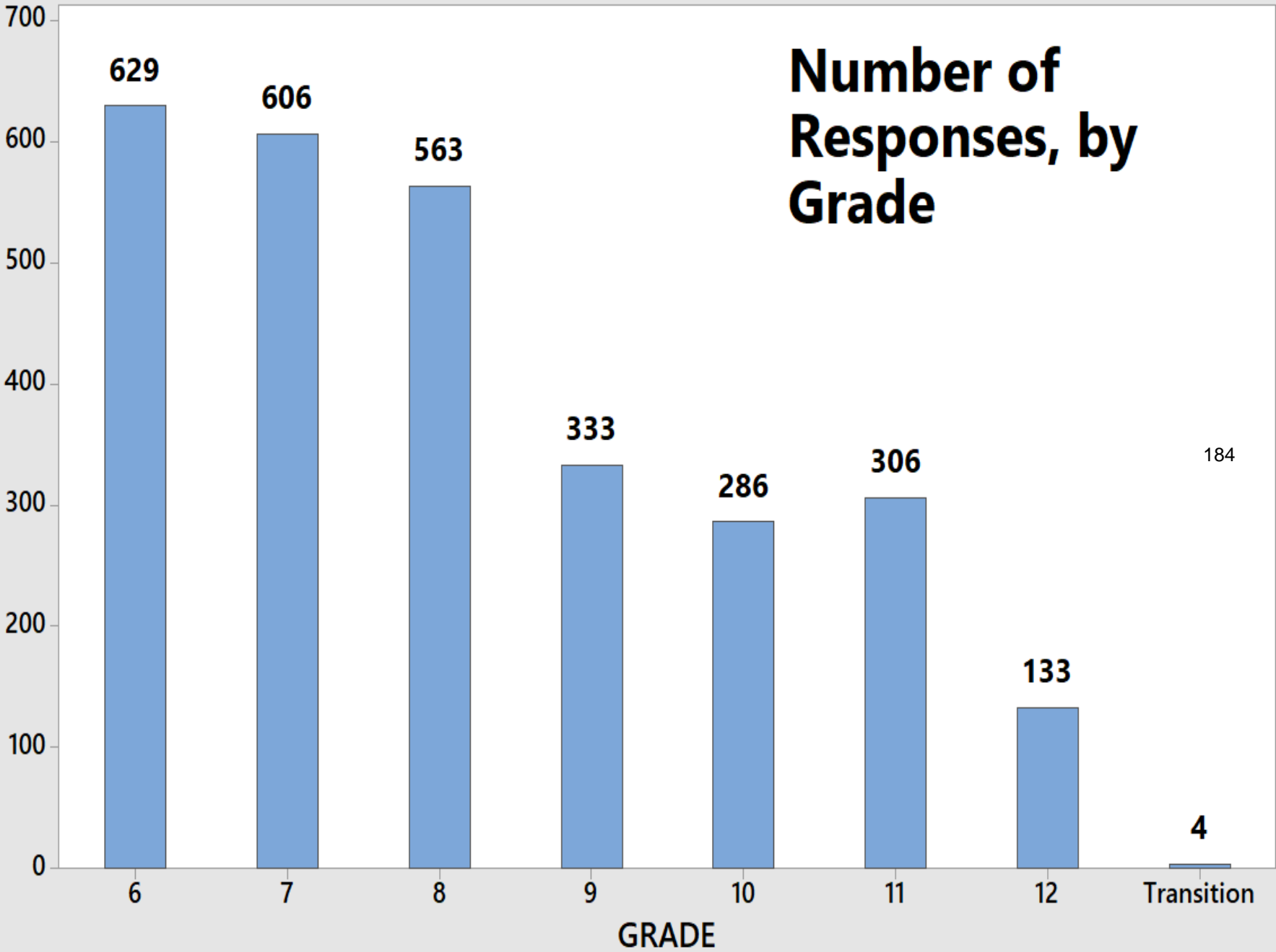
Number of Responses, by Student Race



Number of Responses, by Gender



Number of Responses, by Grade



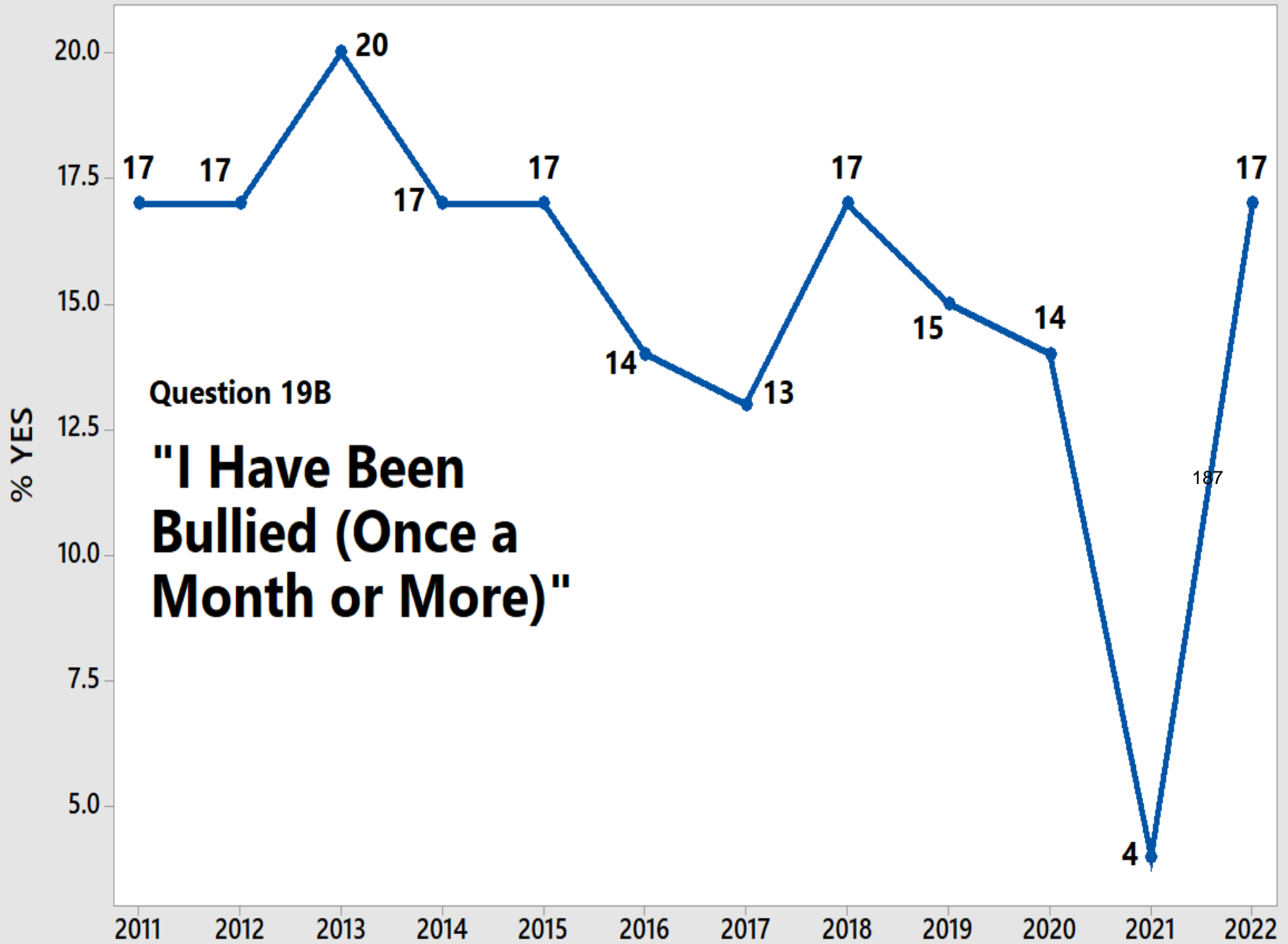
Secondary Historical Trends

4J School Climate Surveys

from 2010-11 to 2021-22

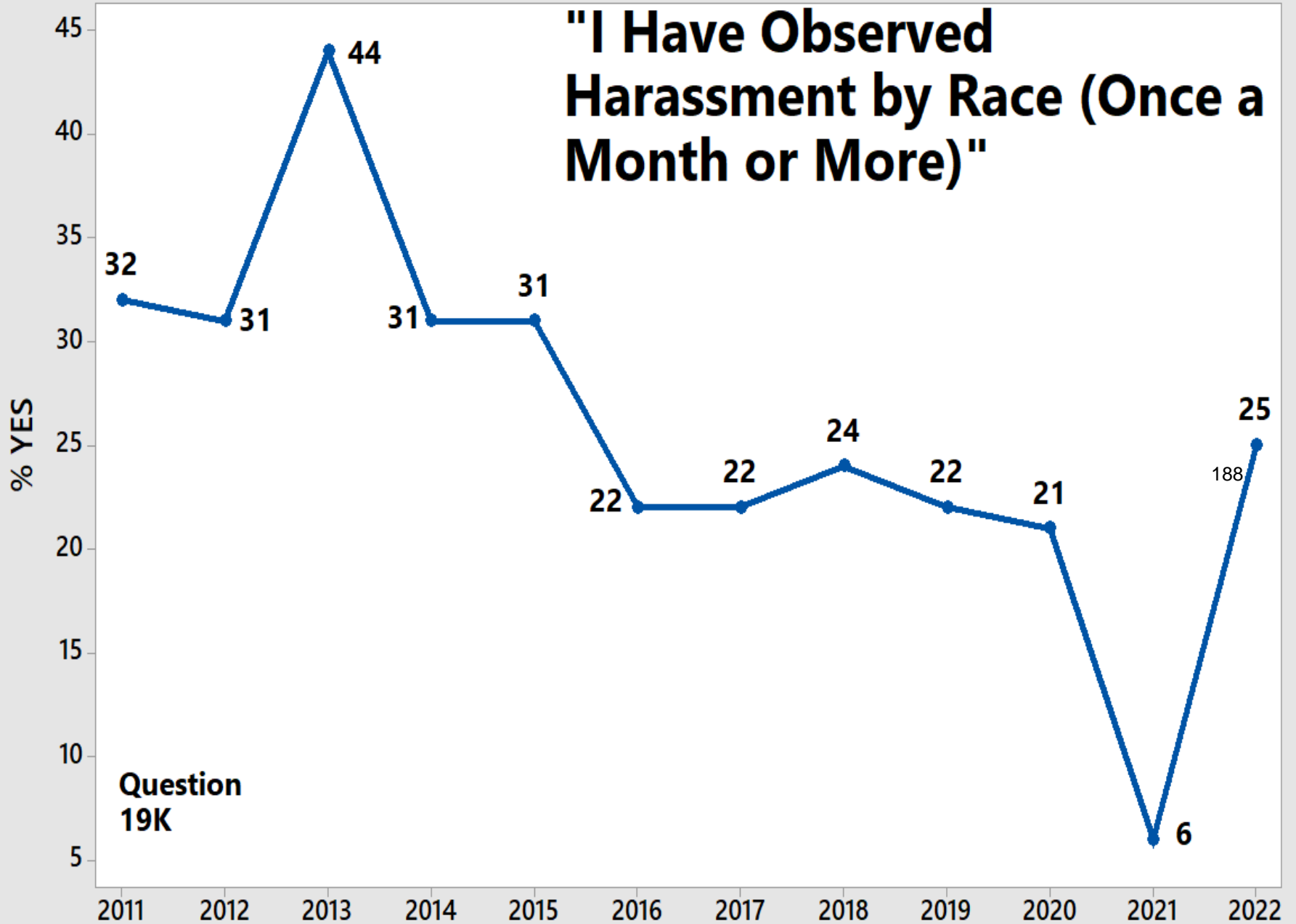
Summary of Trends in Responses

- ❖ After a very significant drop in 2020-21, the percentage of students reporting bullying and harassment in 2021-22 increased to levels higher than those before the pandemic
- ❖ 12-year trend:
- ❖ Significant improvement since 2011, both in the incidence of bullying and harassment and in student trust on staff members regarding the issue



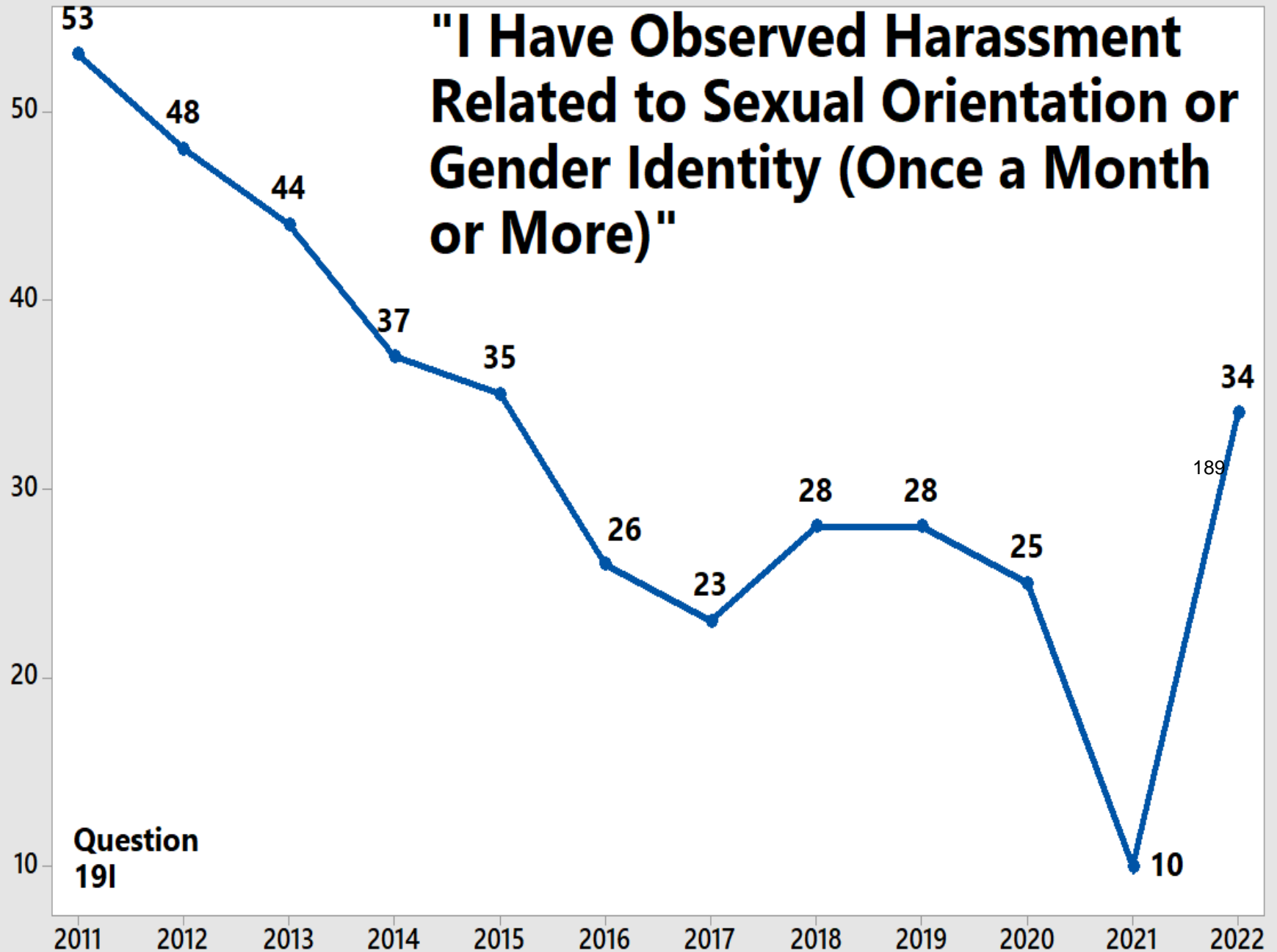
187

"I Have Observed Harassment by Race (Once a Month or More)"



"I Have Observed Harassment Related to Sexual Orientation or Gender Identity (Once a Month or More)"

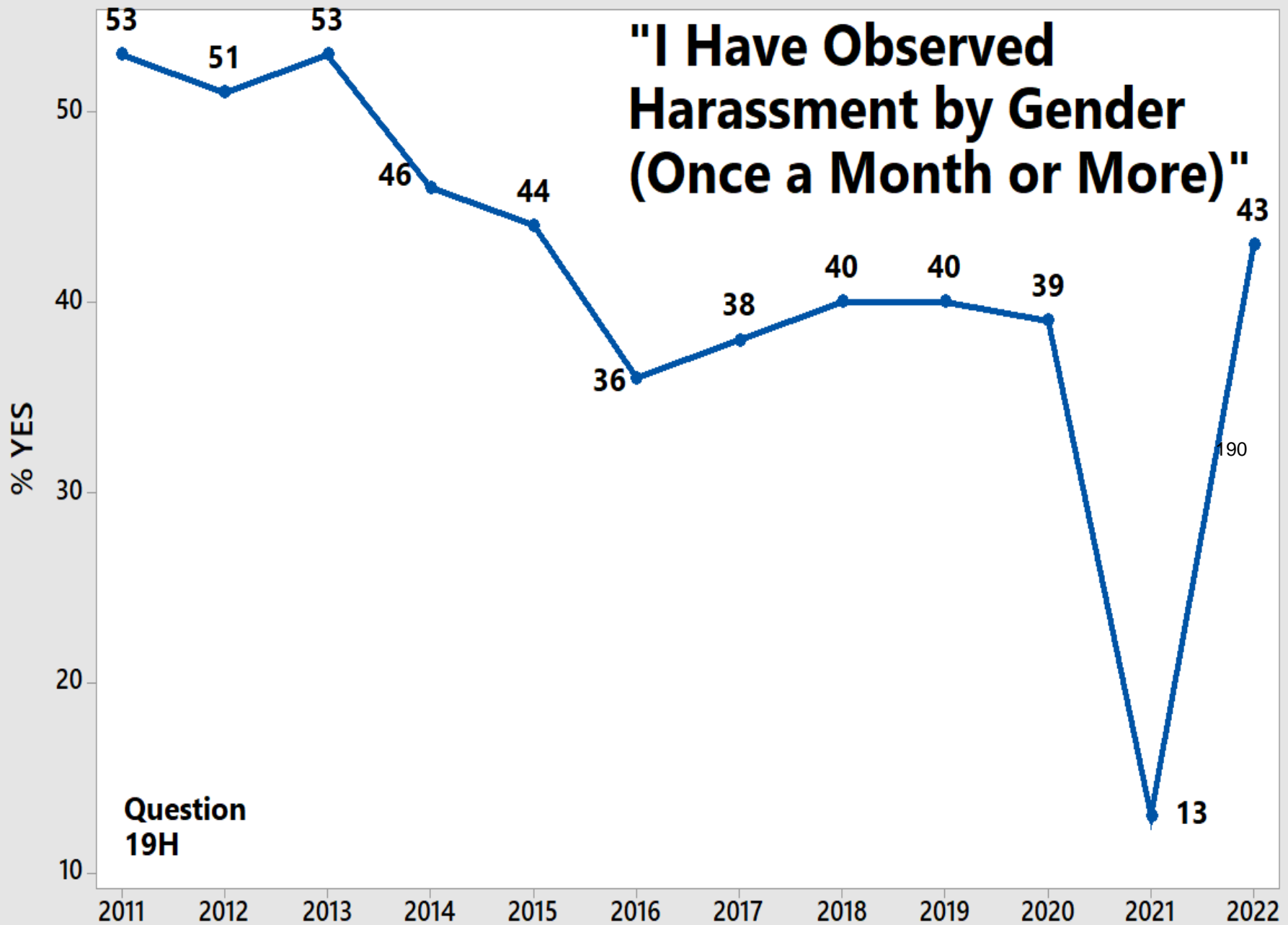
% YES



Question
19I

189

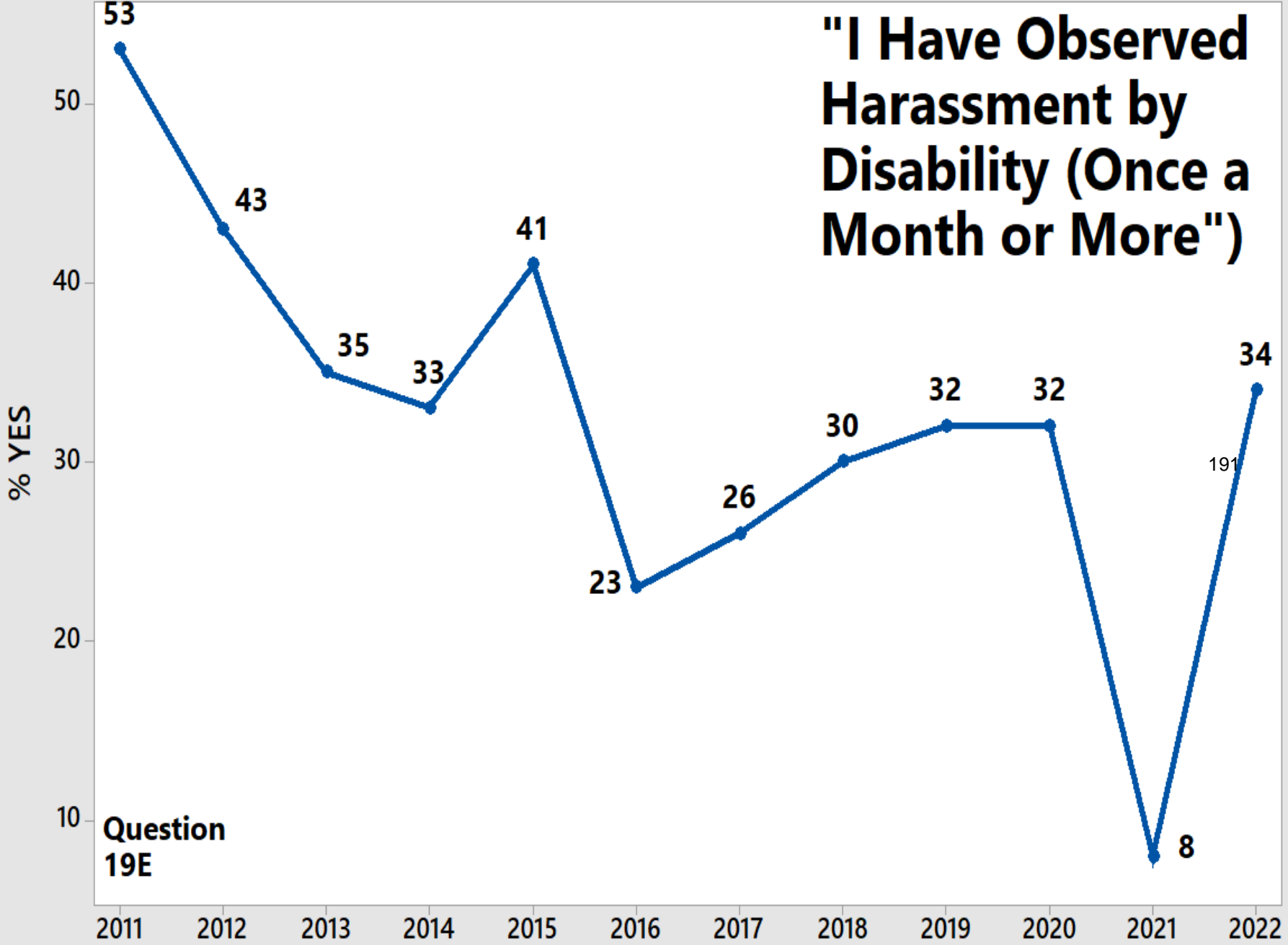
"I Have Observed Harassment by Gender (Once a Month or More)"



Question
19H

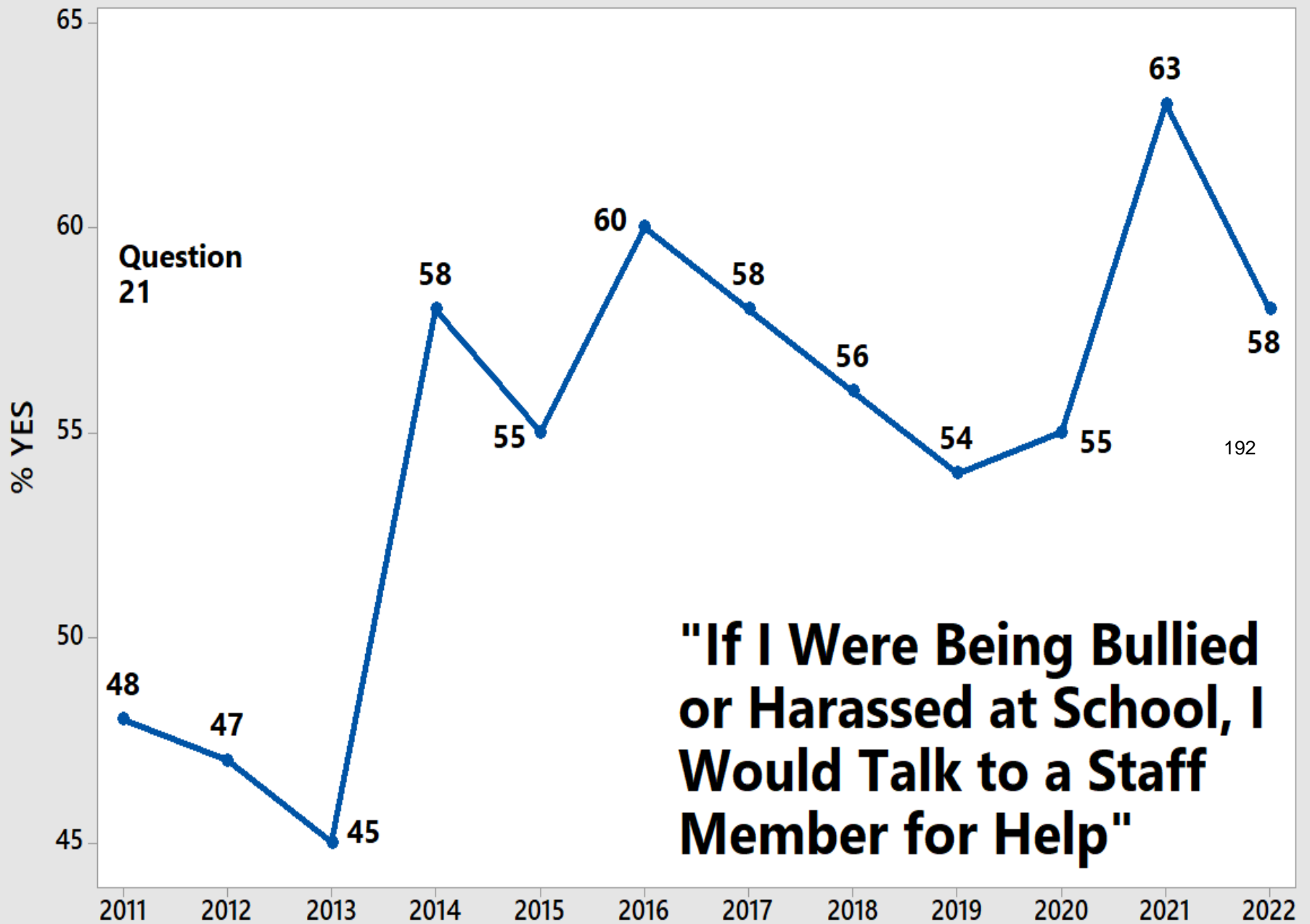
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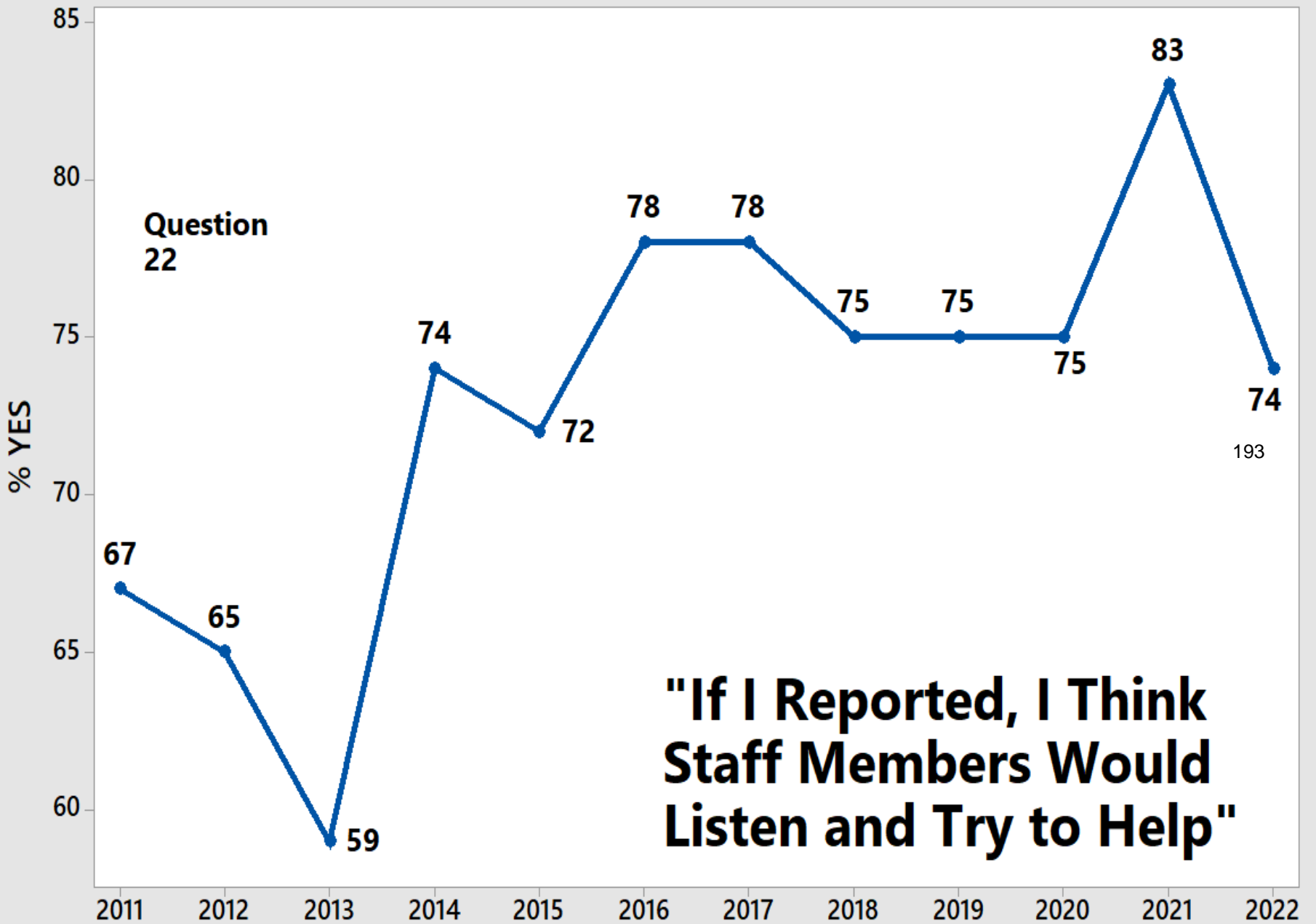
"I Have Observed Harassment by Disability (Once a Month or More")



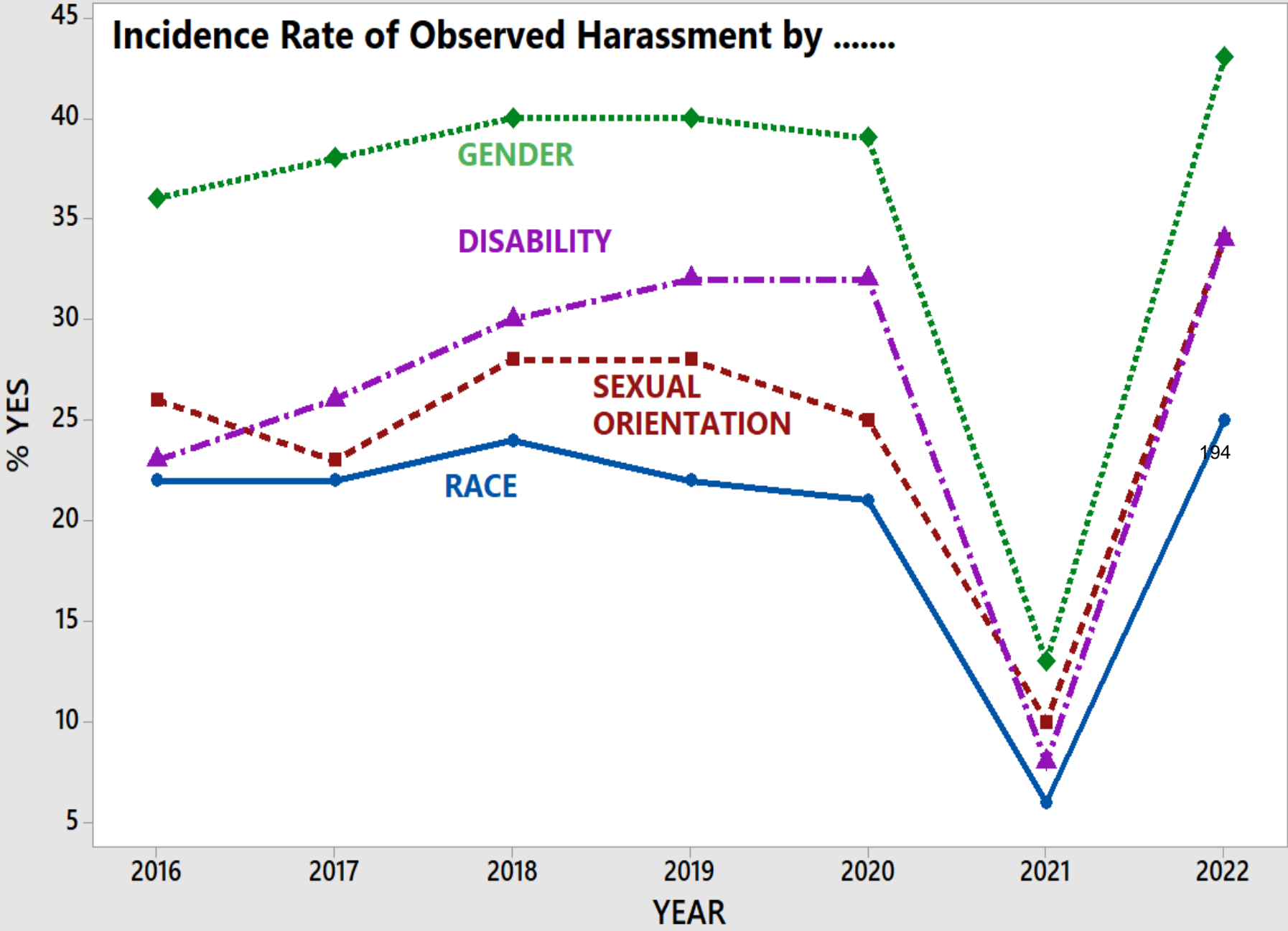
Question 19E

191





Incidence Rate of Observed Harassment by



Disaggregated Summary

2021-22 School Climate Data

Agreement with the Statement “I Feel Safe at My School”

SEXUAL ORIENTATION	% Disagree or Strongly Disagree
Gay; Lesbian; Transgender; Queer; Non-binary	31.9% <small>196</small>
ALL STUDENTS	19.2%
No Response	18.2%
Heterosexual (Straight)	13.0%

Agreement with the Statement “I Feel Like I Belong”

RACE	% Disagree or Strongly Disagree
African American	46.4%
Native American	41.9%
No response	40.0%
Pacific Islander	38.1%
White	31.2%
ALL STUDENTS	31.1%
Asian	24.0%

*Agreement with the Statement
“I Feel Like I Am Part of My School”*

ETHNICITY	% Disagree or Strongly Disagree
Hispanic / Latino/a	30.5%
Non-Hispanic	29.8%

Elementary Survey

2021-22 School Climate Data

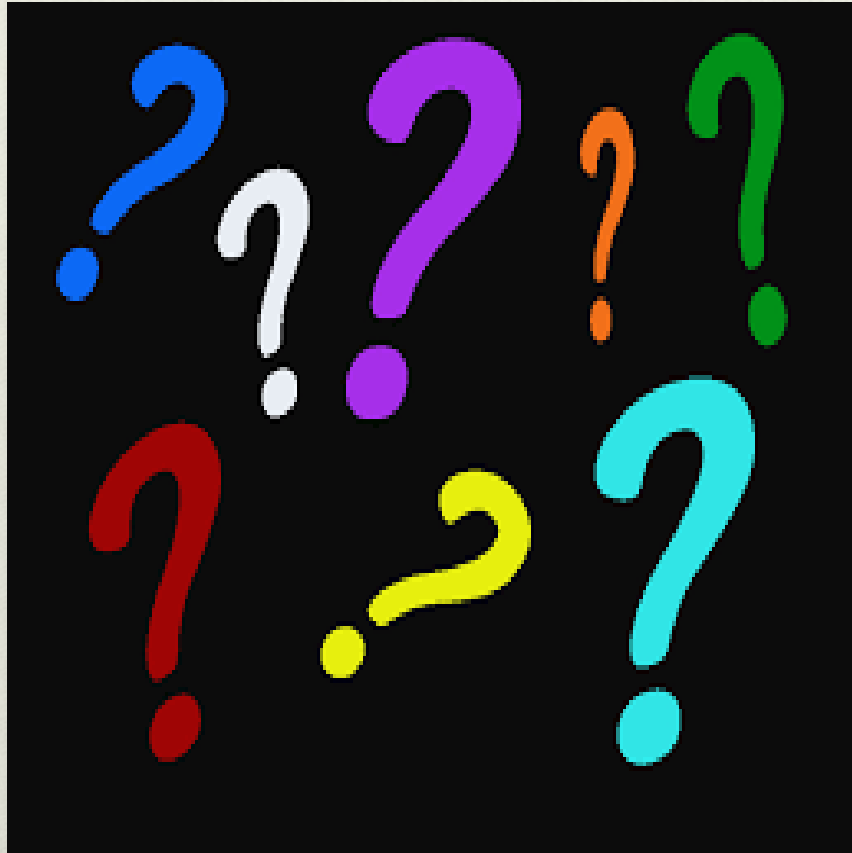
Elementary School Climate Survey Data

- ❖ Respondents this year: 2,568
- ❖ Given to students in Grades 3 through 5
- ❖ This is our 5th year of comprehensively administering the survey to all schools
- ❖ Trends and differences across student groups mirror those in the secondary survey

Agreement with the Statement “I Feel Safe at My School”

RACE / ETHNICITY	% Not Usually or Never
Native American	11.4%
Alaskan Native	10.0%
African American	8.6%
Multi-Racial	7.8%
ALL STUDENTS	6.4%
Hispanic / Latino	6.0%
White	5.9%
Asian / Pacific Islander	2.8%

Questions?



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ITEM FOR ACTION (Second Read)

Date of Meeting

June 22, 2022

Title

Approve a Resolution Adopting the 2022-23 Budget, Making Appropriations, Imposing and Categorizing Taxes

Presenters

Cydney Vandercar, Superintendent
Andrea Belz, Director of Financial Services

Background

In compliance with Oregon Revised Statute (ORS) Chapter 294.453, on June 1, 2022 the Board conducted a public hearing on the budget document as approved by the Budget Committee on May 16, 2022.

In accordance with ORS Chapter 294.456(1)(a), prior to July 1, 2022, the Board must adopt the 2022-23 budget, make appropriations, declare and categorize property tax amount or rate to be certified to the assessor for the ensuing year and to itemize and categorize the ad valorem property tax amount or rate as required under ORS 310.060. The Board may make limited amendments to budgetary appropriations as stated in ORS 294.456(1)(c).

Approved Budget

For fiscal year 2022-23, General Fund resources included in this budget are \$270.3 million, a \$9.7 million increase over the prior year budget of \$260.6 million. This increase reflects projected growth in State School Fund payments over the prior year, and improved Property tax and Local Option Levy collections fueled by a strong housing market and rising property values. Resources available for Federal, State and Local grant programs have been based on approved grant awards and budgets, while capital project resources align with contracted services for the 2022-23 fiscal year and the District's best estimates of cost for scheduled bond and capital projects. Of note, the District's Nutrition Services fund will receive additional support from the General Fund to support free meals for students who would otherwise have to pay for meals next year with the end of federal grant funding for this option.

District General Fund operating requirements are projected to rise by \$9.7 million to \$262.3 million, excluding the unappropriated ending fund balance of \$8.0 million. While this increase reflects a wide variety of adjustments to the 2022-23 operating budget (including compensation changes negotiated with the Eugene Education Association (EEA) and approved for the district's managers, administrators, professionals, supervisors and directors), it is important to note that the District is also continuing to budget all positions at pre-pandemic staffing levels even though student enrollment has not yet increased accordingly. District reserves and a reduction in interfund transfers of \$2.6 million will be utilized to support this and fund expenditures that cannot be supported by available resources in the coming year. A reduction in expenditures for Federal, State and Local Programs and Capital Projects from the previous year is reflective of increased precision in our budget estimates, as much of the work planned for 2022-23 has now been

contracted for and grant budgets for awards such as the Elementary & Secondary School Emergency Relief (ESSER) III grant have received approval.

Options and Alternatives

The ORS does not provide for any alternatives to this process. The Board may request limited adjustments in the budget prior to adoption at the June 22nd meeting.

Budget/Resource Implications

The budget must be adopted by June 30, 2022 to provide spending authority and certify to the tax assessor an ad valorem tax rate and debt service levy for the fiscal year beginning July 1, 2022.

Board/Superintendent Goals

This item is related to the Board goal to provide prudent stewardship of District resources to best support student success, educational equity and choice.

Recommendation

The Superintendent recommends approval of Resolution 2023-01 adopting the 2022-23 budget, making appropriations, and imposing and categorizing taxes. A copy of the resolution is included in your agenda packet.



RESOLUTION No. 2023-01

ADOPTING THE BUDGET

BE IT RESOLVED that the Board of Directors of the Eugene School District No. 4J hereby adopts the budget for fiscal year 2022-2023 in the total amount of \$547,916,079. This budget is now on file at the District Finance Office, 200 North Monroe Street, Eugene, OR.

MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2022 and for the purposes shown below are hereby appropriated as follows:

General Fund		School Resources Fund	
Instruction	\$ 134,275,264	Instruction	\$ 8,149,045
Support Services	83,286,226	Support Services	2,804,051
Enterprise & Community Services	425,514	Enterprise & Community Services	1,000
Facilities Acquisition	1,000	Facilities Acquisition	1,000
Debt Service	1,000	Transfers	1,000
Transfers	3,176,000	Contingency/Reserves	2,000,000
Contingency/Reserves	41,167,458	Total	\$ 12,956,096
Total	\$ 262,332,462		
Nutrition Services Fund		Federal, State, & Local Programs Fund	
Enterprise & Community Services	\$ 7,286,000	Instruction	\$ 23,623,144
Total	\$ 7,286,000	Support Services	26,730,853
		Enterprise & Community Services	2,330,060
		Facilities Acquisition	3,475,857
		Contingency/Reserves	1,409,996
		Total	\$ 57,569,910
Debt Service Fund		Insurance Reserve Fund	
Debt Service	\$ 45,547,648	Instruction	\$ 1,000
Total	\$ 45,547,648	Support Services	39,284,091
		Enterprise & Community Services	1,000
		Transfers	2,000
		Contingency/Reserves	500,000
		Total	\$ 39,788,091
Capital Projects Fund		Private-Purpose Trust Fund	
Instruction	\$ 3,732,105	Instruction	\$ 132,704
Support Services	17,268,246	Enterprise & Community Services	125,812
Enterprise & Community Services	1,000	Total	\$ 258,516
Facilities Acquisition	78,302,632		
Debt Service	71,630		
Transfers	1,000		
Total	\$ 99,376,613		
Postemployment Benefits Fund			
Support Services	1,517,000		
Total	\$ 1,517,000		

Total Appropriations, All Funds	\$ 526,632,336
Total Unappropriated and Reserve Amounts, All Funds	21,283,743
205 TOTAL ADOPTED BUDGET	\$ 547,916,079

IMPOSING THE TAX

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the district for tax year 2022-2023:

- (1) At the rate of \$4.7485 per \$1,000 of assessed value for permanent rate tax;
- (2) At the rate of \$1.5000 per \$1,000 of assessed value for local option tax; and
- (3) In the amount of \$26,397,673 for debt service on general obligation bonds.

CATEGORIZING THE TAX

BE IT RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

Education Limitation

Permanent Tax\$4.7485 / \$1,000

Local Option Tax.....\$1.5000 / \$1,000

Excluded from Limitation

General Obligation Bond Debt Service\$40,609,690

The above resolution statements were approved and declared adopted on June 22, 2022.

Clerk

Chair of the Board



ITEM FOR ACTION (Second Read)

Date

June 22, 2022

Title

Adopt Resolution #2022-15 for Supplemental Budget No. 1, Making Appropriations for the 2021-22 Fiscal Year

Presenter

Andrea Belz, Director of Financial Services

Background

A supplemental budget is most often required when new appropriation authority is needed. For example, circumstances may require new expenditures that were not budgeted, or the District may receive revenue that was not anticipated in the adopted budget and will be spent in the current fiscal year.

Oregon Revised Statute (ORS) 294.471(1)(a) allows a school district to prepare a supplemental budget if one or more of the following circumstances exists:

- An occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning.
- A pressing necessity creates a need for prompt action.
- Unexpected funds are made available by another unit of federal, state or local government.
- Proceeds from the involuntary destruction, involuntary conversion, or sale of property have necessitated the immediate purchase, construction or acquisition of different facilities to carry on operations.
- A sufficiently greater amount of ad valorem taxes than estimated are received during the fiscal year such that the difference will significantly affect the level of operations to be funded by those taxes in the current year.
- Available resources are reduced requiring the governing body to reduce appropriations.

Discussion

1. Rationale:

Recognize and appropriate resources in the General Fund for proposed transactions not anticipated or finalized at the time the 2021-22 budget was adopted.

2. Options and Alternatives:

The Board may approve, reject or modify the supplemental budget as submitted. Should the chief components of the supplemental budget not be approved, the District would not be able to fully implement the changes in spending and programs described herein.

3. Budget/Resource Implications:

This supplemental budget recognizes an increase in General Fund resources and requests approval for use of staffing pool and educational assistant pool funding to address new spending requirements.

4. Board and Superintendent Goals:

The proposal supports the strategic goal of stable, sustainable stewardship of District resources to best support our instructional mission.

Recommendation(s)

The superintendent recommends the Board adopt Resolution #2022-15, approving this supplemental budget, recognizing and appropriating additional revenues, and authorizing spending as described to support district operations.

NUTRITION SERVICES FUND

Recognition and Appropriation of New Resources - \$2,000,000

a) Meal reimbursement rate increase and participation increases

This item recognizes additional funding through an increase in the federal meal reimbursement rate that provides subsidies for lunches and breakfasts served. It recognizes the additional emergency funding provided by the Child and Adult Care Food Program (CACFP) Sponsors and the School Nutrition Programs (SNP) Sponsors (National School Lunch and School Breakfast Programs) that provide local operators of nutrition programs with additional reimbursements for emergency operating costs. Participation increases and these federal meal reimbursement rate subsidies have increased the estimated revenue for lunches to nearly 80% greater revenue for lunch payments and double breakfast reimbursement revenue.

The increase in participation has substantially increased the need to establish an appropriation to fund additional operating costs. These costs include labor in packaging breakfasts and lunches, increased kitchen labor hours and overtime costs, additional packaging needed to support social distancing efforts, and the rise in food costs which includes USDA commodity foods.



Resolution No. 2022-15

**ADOPTING SUPPLEMENTAL BUDGET NO. 1 AND
 MAKING APPROPRIATIONS FOR THE 2021-22 FISCAL YEAR**

The Board of Directors of Eugene School District 4J finds that Adopting the Supplemental Budget and Making Appropriations is necessary under ORS 294.471.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Eugene School District 4J, as follows:

That the Supplemental Budget No.1 for Eugene School District 4J, for the fiscal year beginning July 1, 2021, and ending June 30, 2022, as set forth below is hereby adopted.

That this Supplemental Budget is prepared in accordance with ORS 294.471(1)(a), which authorizes the formulation of a supplemental budget resulting from "an occurrence or condition that is not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires a change in financial planning." This Supplemental Budget was published in accordance with ORS 294.471(3)(b).

That this resolution complies with ORS 294.471(4) and does not authorize an increase in the levy of property taxes above the amount published in the 2021-22 Adopted Budget.

That the amounts for the fiscal year beginning July 1, 2021, and for the purposes shown below are hereby appropriated as follows:

	<u>As Adopted June 16, 2021</u>	<u>Supplemental Budget #1</u>	<u>As Revised June 22, 2022</u>
<u>NUTRITION SERVICES FUND</u>			
Instruction	\$ -	\$ -	\$ -
Supporting Services	-	-	-
Enterprise & Community Services	6,832,763	2,000,000	8,832,763
Facilities Acquisition & Construction	-	-	-
Other Uses:			
Debt Service	-	-	-
Transfers of Funds	-	-	-
Operating Contingency	-	-	-
Total Nutrition Services Fund Appropriations	\$ 6,832,763	\$ 2,000,000	\$ 8,832,763
Unappropriated Balance	-	-	-
Total Nutrition Services Fund Requirements	\$ 6,832,763	\$ 2,000,000	\$ 8,832,763

The foregoing resolution is adopted this 22nd day of June, 2022.

 CLERK

 CHAIR OF THE BOARD



ITEM FOR ACTION (Second Read)

Date of Meeting

June 22, 2022

Title

Approve for Adoption the Board Meeting Calendar for the 2022–23 School Year

Presenters

Judy Newman, Board Chair

Description

The Board of Directors traditionally meet on the first and third Wednesday of the month. Agenda and materials related to the meeting agenda will be provided to the board on the Friday preceding the Wednesday meeting. Special board meetings and board work sessions may also be scheduled during the year; board members typically set aside every Wednesday evening for that purpose.

A copy of the proposed calendar of the regular board meetings for the 2022–23 school year is included in the packet. The proposed calendar has been reviewed and it does not interfere with major holidays and the winter break schedule.

Recommendation

The superintendent recommends approval of the proposed 2022–23 calendar for regular board meetings and work sessions.

**2022–23 Calendar of Regular Meetings for the
Eugene School District 4J Board of Directors
July 1, 2022–June 30, 2023**

Eugene School District 4J, 200 North Monroe St., Eugene, OR 97402 • www.4j.lane.edu • 541-790-7700

Meeting Dates

Materials Delivered to Board

Wednesday, August 3, 2022	July 29, 2022
Wednesday, August 17	August 12
Wednesday, September 7	September 2
Wednesday, September 21	September 16
Wednesday, October 12 (<i>changed to second Wednesday due to Yom Kippur</i>)	October 7
Wednesday, October 19	October 14
Wednesday, November 2	October 28
Wednesday, November 16	November 11
Wednesday, December 7	December 1
Wednesday, December 14 (<i>changed to second Wednesday due to Winter Break</i>)	December 9
Wednesday, January 18, 2023	January 13, 2023
Wednesday, February 1	January 27
Wednesday, February 15	February 10
Wednesday, March 1	February 24
Wednesday, March 15	March 10
Wednesday, April 19	April 14
Wednesday, May 3	April 28
Wednesday, May 17	May 12
Wednesday, June 7	June 2
Wednesday, June 21	June 16

Regular board meetings are normally held the first and third Wednesdays of each month at 7 p.m. at the Eugene School District Education Center, 200 North Monroe Street. Meeting materials are delivered to board members on the Friday preceding each meeting.

NOTE: Additional meetings may be scheduled and meetings on this list may be re-scheduled. Board members and staff are asked to hold all Wednesdays in case an additional meeting (e.g., special meeting, work session or executive session) is scheduled.



ITEM FOR ACTION (Second Read)

Date of Meeting

June 22, 2022

Title

Consider for Adoption board policy KGBB – Firearms Prohibited

Presenter(s)

Christine Nesbit, General Counsel

Policy KGBB – Firearms Prohibited

Proposed policy KGBB is a new policy adoption. If approved by the board, the policy would prohibit persons with concealed carry licenses from bringing firearms onto a district property.

District policy GBJ currently prohibits employees, contractors and volunteers from possessing firearms onto district property, even those with concealed carry licenses, while board policy JFCJ prohibits students from bringing firearms on district properties. In 2018, the board, affirmed its intention to maintain a zero-tolerance policy for the possession of guns on school campuses to the maximum extent permitted by law. (Board Resolution 2018-05). Oregon law has allowed members of the public possessing a concealed carry license to carry firearms on district property in accordance with ORS 166.370(3)(g). However, legislation passed in 2021 allows districts to prohibit even those with concealed carry licenses from carrying firearms on district property by adopting a policy and posting notice at entry points.

If the district wants to prohibit concealed carry licensees from carrying firearms on district property, the district must adopt a policy. If the district does not want to limit concealed carry licensees from bringing firearms on district property, the district does not need to adopt this policy.

Options and Alternatives:

To be discussed.

Recommendation

The superintendent recommends the board approve adoption of board policy KGBB – Firearms Prohibited

Eugene School District 4J

Code:
Adopted:

KG BB
XX/XX/22

Firearms Prohibited

No person on grounds of the schools controlled by the board (including in school buildings), will possess any firearm¹, except when said firearm is possessed by a person who is not otherwise prohibited from possessing the firearm, and is unloaded and locked in a motor vehicle. The exception provided in Oregon Revised Statute (ORS) 166.370(3)(g) for concealed carry licensees (see ORS 166.291 and 166.292) does not apply to the possession of firearms on grounds of the schools controlled by the board.² Firearms under the control of law enforcement personnel are permitted. The superintendent may authorize other persons to possess weapons for courses, programs and activities when in compliance with law and board policy.

Any person violating or threatening to violate the above rules, as determined by the district, may be issued a trespass citation, ejected from the premises and referred to law enforcement officials³.

The district will post clearly visible sign(s) at all normal points of entry to the school grounds subject to this policy indicating that the affirmative defense described in ORS 166.370(3)(g) does not apply. The district will post on the district's web pages designated for school board operations, identifying designated school grounds that are subject to this policy.

END OF POLICY

Legal Reference(s):

[ORS 161.015](#)
[ORS 164.245](#)
[ORS 164.255](#)
[ORS 166.210 - 166.370](#)
[ORS 297.405](#)
[ORS 332.107](#)
[ORS 332.172](#)
[ORS 339.315](#)

¹ "Firearm" has the meaning given that term in ORS 166.210, except that it does not include a firearm that has been rendered permanently inoperable.

² See Senate Bill 554 (2021).

³ ORS 339.315 requires any district employee with reasonable cause to believe that a person is in possession of a firearm within a school or has possessed a firearm within a school in violation of Oregon law in the previous 120 days report such information to an administrator or law enforcement. A district employee with reasonable cause to believe that a person is in possession of a firearm within a school or has possessed a firearm within a school in the previous 120 days in violation of Oregon law, may report such information to law enforcement.

Gun-Free Schools Act, 20 U.S.C. § 7961 (2018).
Senate Bill 554 (2021).

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ITEM FOR ACTION (Second Read)

Date of Meeting

June 22, 2022

Title

Consider adoption of a new board policy – Information about Statewide Testing

Presenter(s)

Christine Nesbit, General Counsel

Information on Statewide Testing

At a board meeting in May 2022, the board directed the creation of a proposed new policy concerning the provision of information by educators about annual statewide testing. That policy is presented today for a first read.

The proposed policy provides background information about the legal requirement for the district to administer annual standardized state tests, and the state law providing parents the right to opt out of such tests.

The policy recognizes the need for parents and guardians to receive information about such testing, and the value of empowering educators to provide to parents and guardians their honest opinion on the subject. The policy specifically authorizes educators to share with parents and guardians their opinion on a given statewide test, or statewide testing generally, whether the opinion is negative or positive, and prohibits retaliation against educators for having shared their opinion.

Options and Alternatives:

To be discussed.

Recommendation

The superintendent may make recommendations related to the above-mentioned board policy.

Eugene School District 4J

Code: *TBD*
Adopted: *XX/XX/22*

Information about Statewide Testing *

The district is required by state and federal law to administer annual state tests. Oregon law provides parents the option to have their students participate in, or opt out, of these statewide assessments.

The board supports parents and guardians in receiving information about statewide testing, including the honest opinion of educators on that subject. Therefore, educators of the district are authorized to share their views with parents and guardians about the value of a given statewide test or statewide testing in general, whether their views are positive or negative. Educators may not be explicitly or implicitly encouraged, directed, threatened or retaliated against for such sharing.

END OF POLICY

Legal Reference(s):

Every Student Succeeds Act, Title I Part A, §1111
ORS 329.485
ORS 329.479
OAR 581-022-0610
OAR 581-022-1910



ITEM FOR ACTION

Date

June 22, 2022

Title

Organize the Board of Directors for the 2022–23 School Year

Presenter

Judy Newman, Board Chair

Description

At this board meeting, you will need to take the following action:

- a. Elect Board Officers
 - (1) Chair: The Board of Directors should elect the chair for the fiscal year ending June 30, 2023.
 - (2) Vice-Chair: The Board of Directors should then elect the vice chair for the fiscal year ending June 30, 2023.
- b. Authorize the Chair and Vice Chair to Sign for the District During the 2022–23 Fiscal Year

The names of the newly elected board officers will be added to a resolution at this meeting.

Recommendation

The superintendent recommends approval of the resolution authorizing the board officers to sign for the district during the 2022–23 fiscal year. A copy of the resolution is included in the board packet.



RESOLUTION 2023-04
AUTHORIZING CHAIR AND VICE CHAIR TO SIGN AS LEGALLY ELECTED
AND QUALIFIED OFFICERS

WHEREAS, _____ is the legally elected and qualified Chair of the Board of Directors of School District No. 4J, Lane County, Oregon, and

WHEREAS, _____ is the legally elected and qualified Vice Chair to serve in the event of the absence or inability to serve as Chair, now, therefore,

BE IT RESOLVED, that _____ is hereby authorized to sign as Chair, and in the event of the absence or inability to serve, the said _____ as Vice Chair is authorized to sign on the behalf of the District until such time as this authority is rescinded by action of the Board of Directors of the District or until their successors are duly elected and qualified.

DATED this Twenty Second day of June, 2022

Clerk

Board Chair



ITEM FOR ACTION AT A FUTURE MEETING (First Read)

Date of Meeting

June 22, 2022

Title

Consider for Adoption – Secondary Social Studies Curriculum

Presenters

Eric Anderson Director of Curriculum, Justin Huntley - Curriculum Administrator, Jenoge Khatter - Secondary Social Studies Teacher on Special Assignment, Brian Brancato - U.S. History/AP Teacher (Sheldon), Shanna Davis - Grade 8 Teacher (Spencer Butte)

Background

In June 2019, the Board approved the Superintendent’s recommendation to initiate the adoption process for secondary social studies including immersion programs.

After the Board approved the process launch in June, a core committee composed of approximately 20 4J teachers began meeting in August 2019 to assess the parameters of the eventual adoption.

The committee was committed to centering the adoption work to the ethnic studies standards approved by the Oregon State Board of Education. The team developed a tool to guide interpretation of the standards in consonance with broader ethnic studies and culturally sustaining pedagogy conceptualizations offered by the California Department of Education and theorists.

Oregon’s shift to a more expansive focus on ethnic studies, Indigenous studies, and genocide/Holocaust studies has required an unprecedented materials review, especially given that our core secondary social studies programming in 4J involves seventeen separate courses in English alone. Classic, AP, and IB diploma pathways are mapped onto standards articulated across six social science domains (civics and government, economics, financial literacy, geography, history, thinking/analysis) by the Oregon Department of Education. Psychology and AP World History are taught at multiple schools and are also being resourced as electives as part of this curriculum adoption process.

A materials evaluation tool was narrowed from ODE’s 59 criterion items, to 26, to 8 multidimensional criteria with rubrics, using the Eugene 4J equity tool. This process was approved by the adoption team through consensus. Instructional vehicles, also known as material suites or curations, were generated for each course or standards-band after piloting took place. Each evaluation occurred through in-person voting by teachers on the adoption committee and each passed unanimously.

Options and Alternatives

The Social Studies Adoption Team followed the core adoption guidelines in accordance with board policy IIA and made the following core text recommendations:

Grade 6: Western Hemisphere – Cengage “World Cultures and Geography: Western Hemisphere”

Grade 7: Eastern Hemisphere – Cengage “World History: Great Civilizations”

Grade 8: U.S. Studies (c. 1789-1877) Cengage “American Stories: Beginnings to 1877”

HS U.S. Studies (c. 1877-202X) - Cengage “America Through the Lens” and Norton “Give Me Liberty!”

AP U.S. Government - Bedford, Freeman & Worth “Stories of a Nation” / “Foundational Documents and Court Cases Readers”

AP U.S. History – Cengage “Making America”, Norton “Give Me Liberty!” & BFW “America’s History”

IB History of the Americas - Cengage “America Through the Lens” and Norton “Give Me Liberty!”

AP World History – Cengage “The Earth and Its People”

Budget/Resource Implications

Funds from the 2018 bond will cover the cost of instructional materials. Additional funding for the adoption process and implementation supports are part of the Instructional Department’s budget.

If the Board chooses not to approve the Social Studies Adoption Team’s recommendations, teachers will continue teaching with outdated materials from 20 years ago that are not aligned to national and state standards, current research, or best practice.

The purchase price for the social studies curricula will cost approximately 1.5 million dollars.

Board and Superintendent Goals

The secondary social studies adoption addresses two goals in Vision 20/20.

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

Goal II: Multiple Pathways to Student Success

Implementation will include professional development in the areas of pedagogy, accessing digital resources, assessment, social studies alignment, and sustainability of the new curriculum.

Recommendation

The Superintendent recommends the school board adopt the social studies curricula.

Eugene 4J School Board Presentation

2022 Secondary Social Studies Adoption



Materials Adoption Process Overview

Launch
June 2019

Pilot
August 2019 -
April 2022

**Evaluate &
Report**
May 2022

Adopt
June 2022

Implement
Aug 2022

School board launches adoption with a 20 member team. **Representatives from each secondary school including IHS. ODE core materials were evaluated** and no one individual core text met the needs of the created courses. **Support materials were added to meet new standards and requirements.**

Schools piloted 2+ programs. This adoption is for **12 individual courses** that have standards across **6 different [social science domains](#)**. (Not all support materials were piloted by multiple teachers or schools.) Materials were evaluated with [Oregon Department of Education Materials Evaluation Summaries](#) and the [Eugene School District 4J SS Evaluation Rubric](#)

Team members ranked ODE core texts and came to consensus on which text with **support materials** to include in the curated **instructional vehicle** for each course. For each course or domain, one expansive materials list was evaluated using a rubric. **Instructional Advisory Committee** and **Instructional Leadership Team** review process and data, and make recommendation to the superintendent.

Superintendent makes a final recommendation to the school board. Materials are ordered and implementation plans developed, including full course shells made in Canvas to model sequencing of materials. **Teacher leader groups and work plans established.**

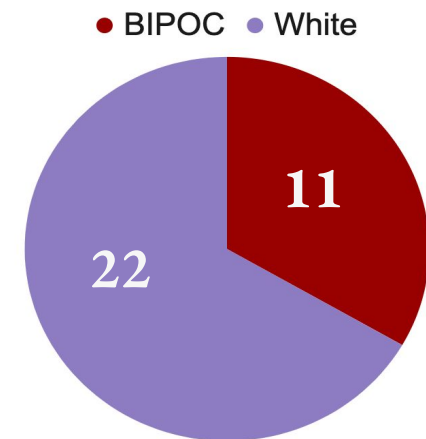
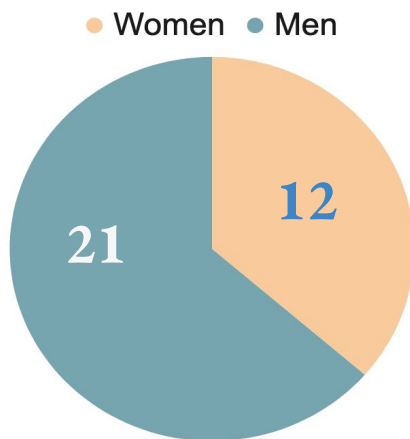
Professional development on understanding and use of new program. All schools begin implementing the program with **support** of TOSAs, ongoing PD, and embedded support.

Team Composition

- ▷ One middle school social studies teacher from each of the eight middle schools*
- ▷ One high school social studies teacher from each of the four comprehensive high schools*
- ▷ 1-2 social studies teachers from each high school program (EIHS & ECCO)
- ▷ All 6-12 Spanish DLI social studies teachers

Total: 33 teachers including the social studies TOSA

*Note: Many took turns representing their building or changed due to changes in employment or responsibilities

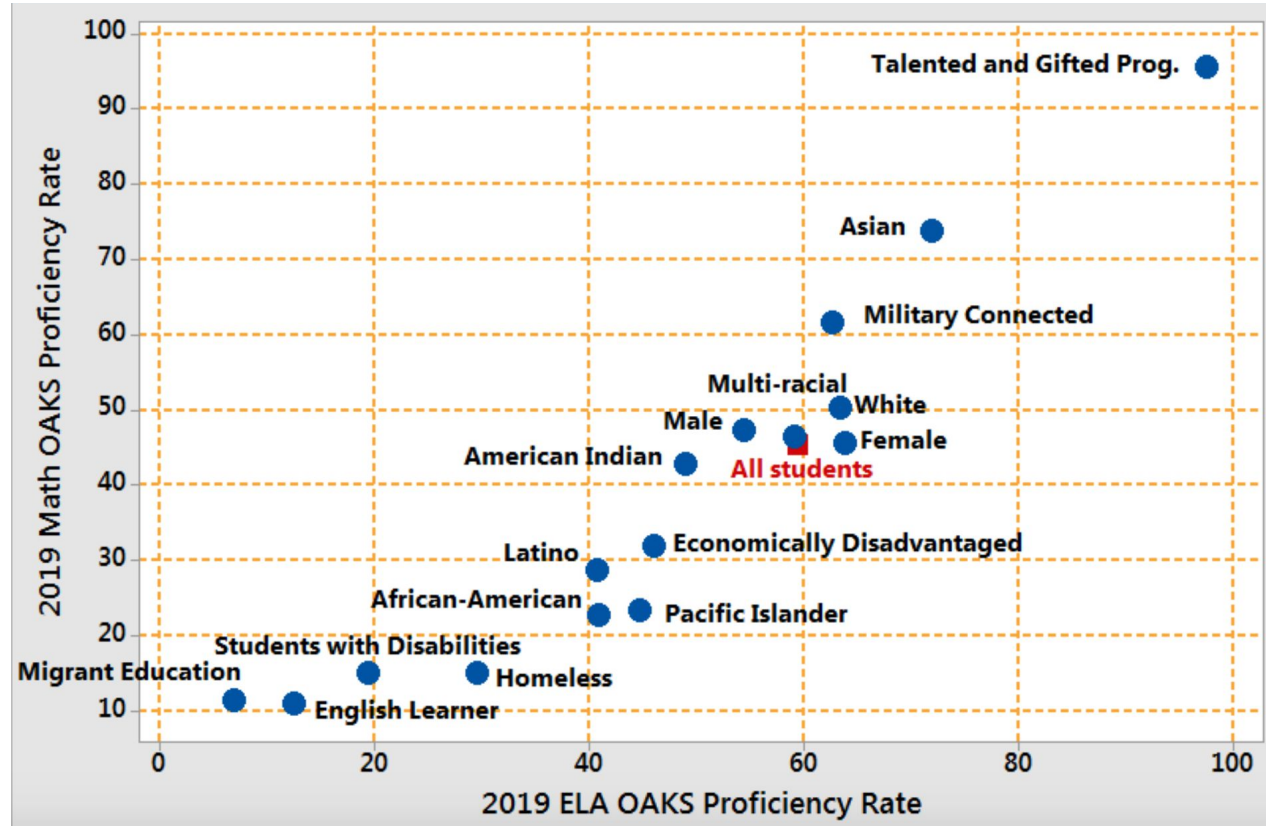




Equity Tool Implementation

Each dimension of [the tool](#) is addressed:

- (1) Primary stakeholders for the adoption are students.
- (2) The adoption team asked, and has continued to ask, for student participation in the adoption process through classroom surveys ([example](#)) and discussions/activities ([example](#)).
- (3) The 2019 Student Investment Plan Draft Proposal developed by Eugene 4J administrators was utilized to identify and document inequities, with this graphic in particular:



4j Equity Tool Implementation

Additional dimensions of the tool:

- (4) For the sake of this project, curriculum was considered a cause of the inequities surfaced in the graphic.
- (5) A purpose of the adoption team was to find compelling curricular materials that would engage all students.
- (6) The only potential adverse impacts identified involved recognizing that teachers would experience less autonomy with stronger expectations to use common materials or focus on common themes and topics.
- (7) By serving students with similar high-quality materials in a more collaborative, energizing, compelling manner, there was an expectation that teachers and students would find their work at school more interesting and meaningful.
- (8) In generating plans for common student experiences, attempts at working toward common goals while honoring teacher professionalism and choice were engaged.
- (9) After a cursory examination of material costs, the allocation of \$1.5 million for the project was considered appropriate or perhaps slightly insufficient.
- (10) Student responses to how engaging they find the materials and broader classroom and school experiences through surveys (again, the [example](#) from #2 in this list) are planned as ongoing success indicators to be adjusted to fit future contexts, such as after the completion of units.



4J

Recent Oregon legislation impacting social studies education:

[Senate Bill 13](#) – Tribal History | Shared History

[Senate Bill 513](#) – High School Civics Course Requirement

[Senate Bill 664](#) – Genocide & Holocaust Education

[House Bill 2845](#) – Ethnic Studies Standards

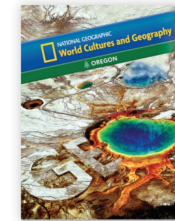
6th Grade

Team Selection For Core Text – 6th Grade (Western Hemisphere)*

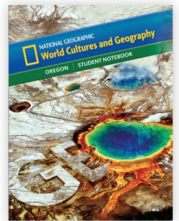
Decisions were made by consensus from adoption team

-70% of the grade-level curriculum follows this core text.

- *World Cultures and Geography: Western Hemisphere – Oregon-specific Bundle*
 - [National Geographic/Cengage, 2018](#) (online + print) (English fully)



World Cultures and Geography
Oregon Edition



World Cultures and Geography
Oregon Student Notebook

Spanish DLI

- *History Alive! 6th Grade – Oregon Edition*
 - [Teachers' Curriculum Institute, 2019](#) (online only) (Spanish fully)

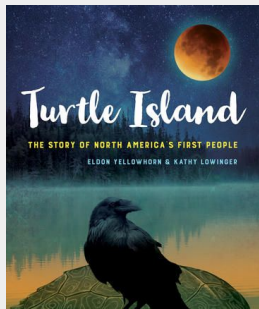


History Alive! 6th
Grade (Oregon Edition)

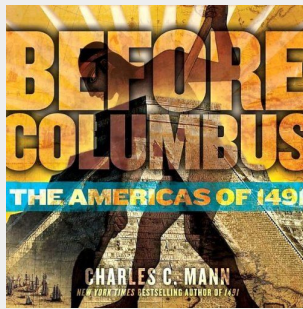
Team Selection For Supporting Core Text – 6th Grade

Tribal History | Shared History

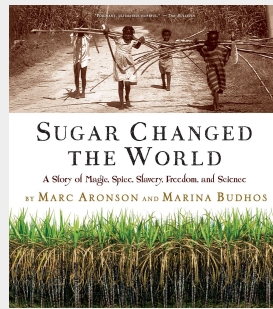
Ethnic Studies (HB 2845) and Genocide Studies (SB 664)



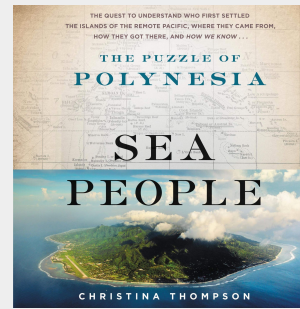
[Annick, 2017](#)



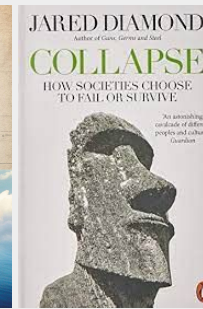
[Simon & Schuster, 2009](#)



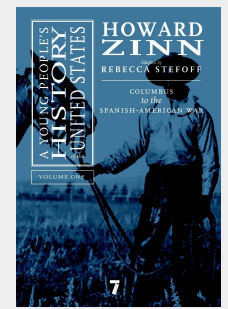
[HMH, 2010](#)



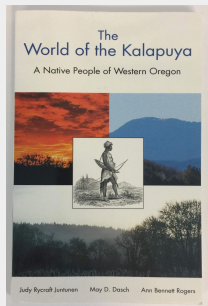
[Harper, 2019](#)



[Penguin, 2011](#)



[Seven Stories, 2009](#)



[Benton County Historical Society, 2005](#)



[OSU Press, 2007](#)



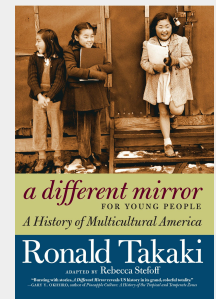
[Mission Mill, 2009](#)

Civics



[Frances Lincoln, 2020](#)

in adaptation



[Seven Stories, 2012](#)

in adaptation

and, curated resources from:

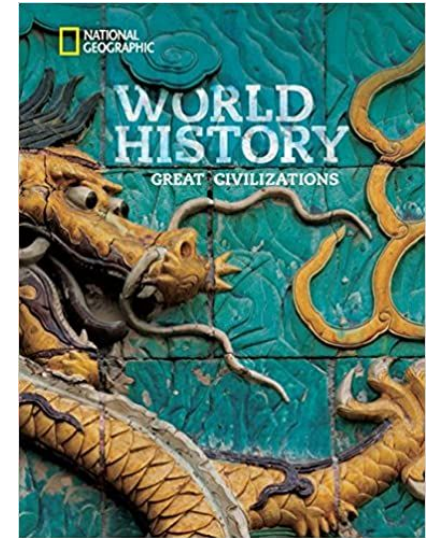
OREGON JEWISH MUSEUM AND CENTER FOR HOLOCAUST EDUCATION

7th Grade

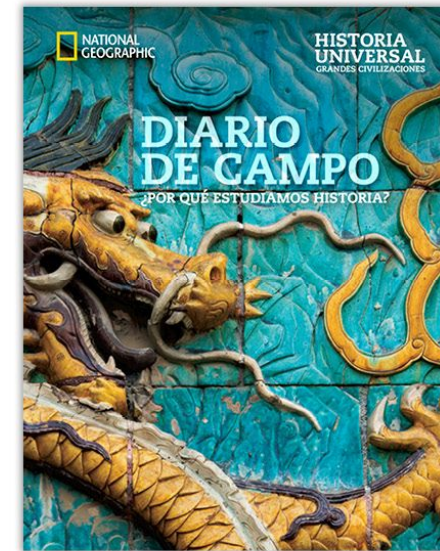
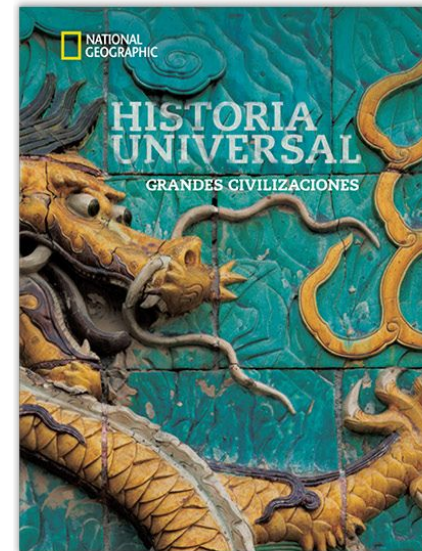
Team Selection For Core Text – 7th Grade* (Eastern Hemisphere)

Decisions were made by consensus from adoption team

-70% of the grade-level curriculum follows this core text.



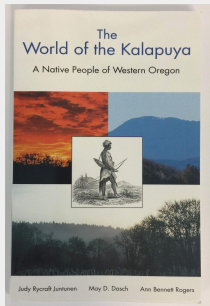
- *World History: Great Civilizations*
 - [National Geographic/Cengage, 2018](#)
(online + print) (English + Spanish fully)



Team Selection For Supporting Core Text – 7th Grade

Tribal History | Shared History

Ethnic Studies (HB 2845), Genocide Studies (SB 664),
and Indigenous Studies (SB 13)



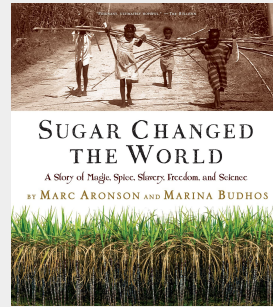
[Benton County Historical Society, 2005](#)



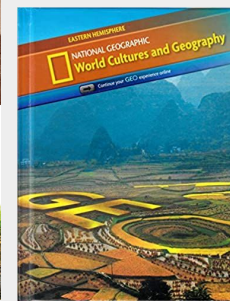
[OSU Press, 2007](#)



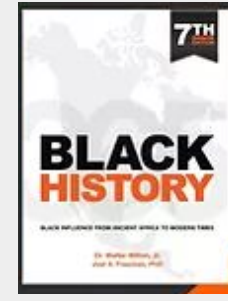
[Mission Mill, 2009](#)



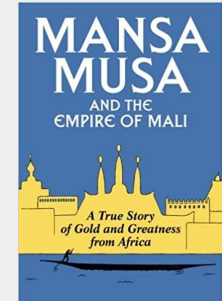
[HMH, 2010](#)



[Cengage, 2017](#)

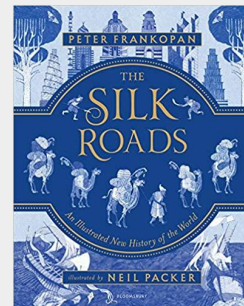


[BH 365, 2021](#)

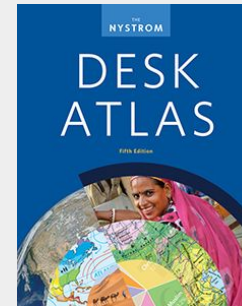


[CreateSpace, 2003](#)

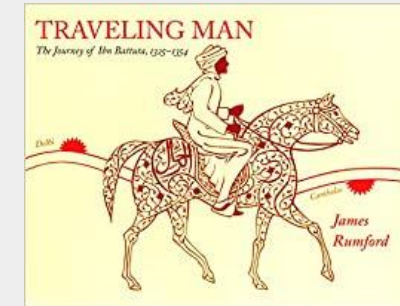

in adaptation



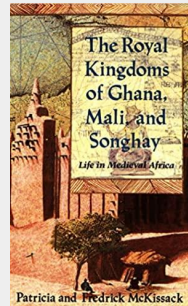
[Bloomsbury, 2018](#)



[Nystrom, 2019](#)



[HMH, 2001](#)



[Square Fish, 1994](#)

and, curated resources from:

OREGON JEWISH MUSEUM AND
CENTER FOR HOLOCAUST EDUCATION

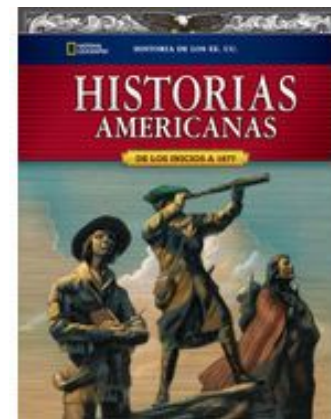
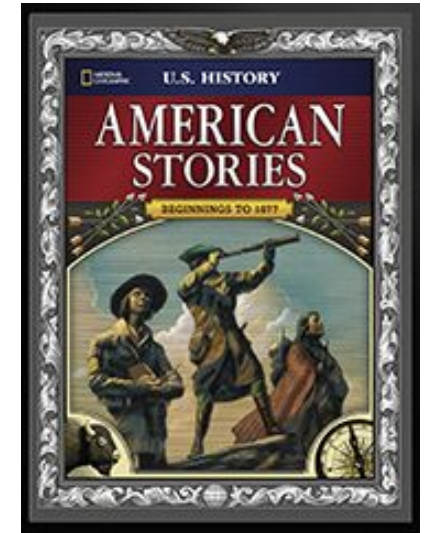
8th Grade

Team Selection For Core Text – 8th Grade* (U.S. Studies/U.S. History c. 1789–1877)

Decisions were made by consensus from adoption team

-70% of the grade-level curriculum follows this core text.

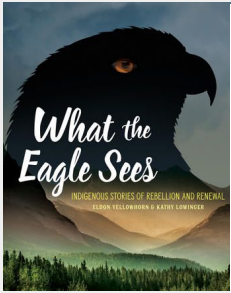
- *American Stories: Beginnings to 1877*
 - [National Geographic/Cengage, 2018](#)
(online + print) (English + Spanish fully)



Team Selection For Supporting Core Text – 8th Grade

Tribal History | Shared History

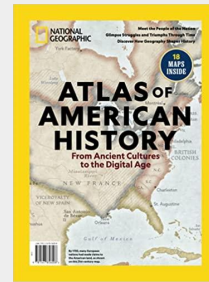
Ethnic Studies (HB 2845), Genocide Studies (SB 664), and Indigenous Studies (SB 13)



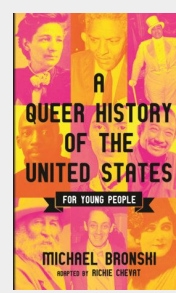
[Annick, 2019](#)



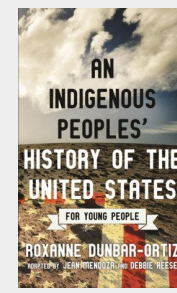
[ODE, 2019-2020](#)



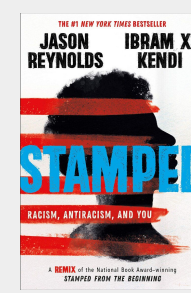
[National Geographic, 2021](#)



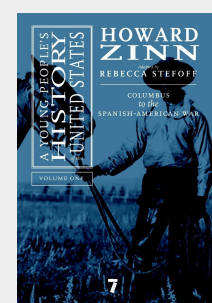
[Penguin, 2019](#)



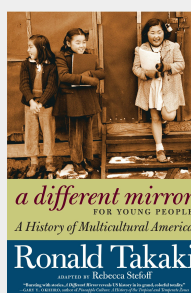
[Penguin, 2019](#)



[Little Brown, 2020](#)



[Seven Stories, 2009](#)

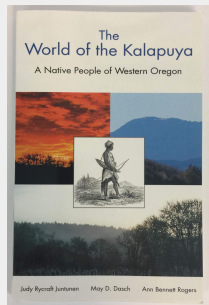


[Seven Stories, 2012](#)

Curated resources from:



Civics



[Benton County Historical Society, 2005](#)

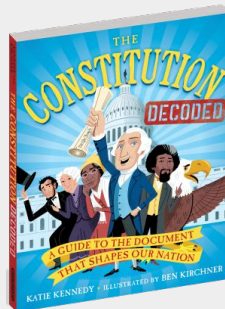


[OSU Press, 2007](#)

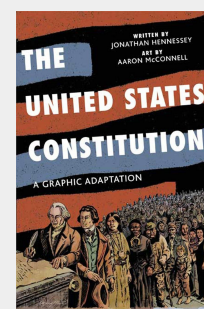


[Mission Mill, 2009](#)


in adaptation



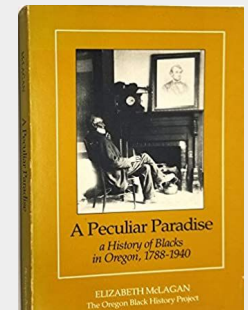
[Workman, 2020](#)



[Macmillan, 2008](#)



[Macmillan, 2021](#)



[Georgian Press, 1980](#)


in adaptation

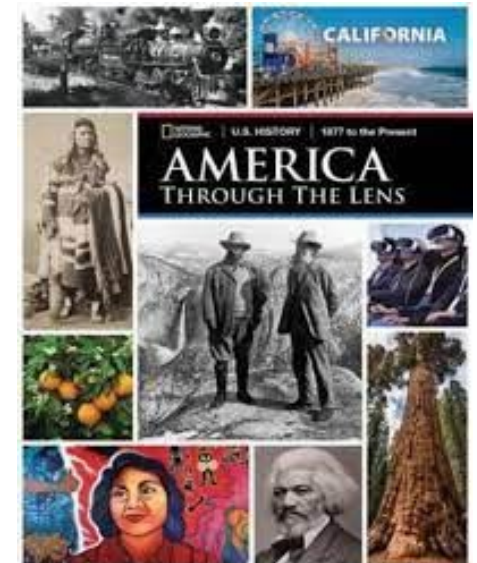
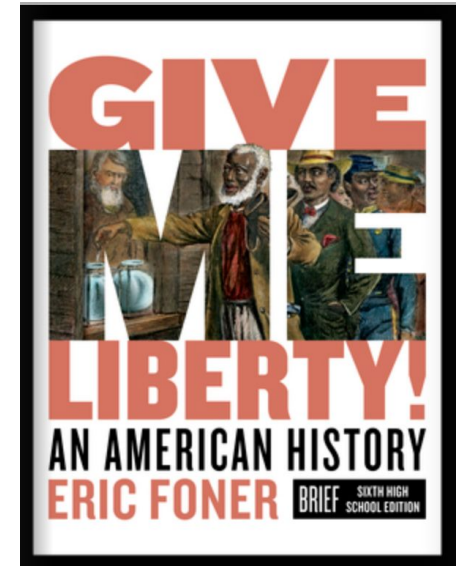
U.S. History/IB History of the Americas

Team Selection For Core Text – U.S./IB HOTA* (U.S. Studies/U.S. History c. 1865–present)

Decisions were made by consensus from adoption team

-70% of the grade-level curriculum follows this core text.

- *Give Me Liberty!* (HS Version)
 - [Norton, 2020 \(online + print\)](#)
North, EIHS, South, Sheldon, Churchill
- *America Through the Lens*
 - [Cengage, 2018 \(online + print\)](#)
English ECCO/EOA + Spanish IB HOTA



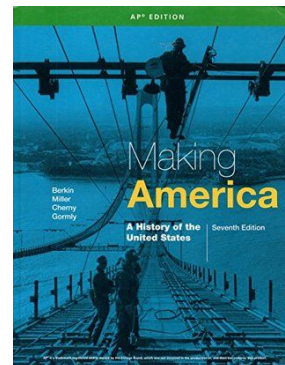
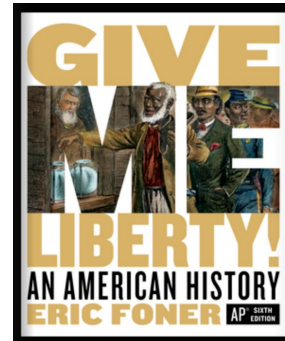
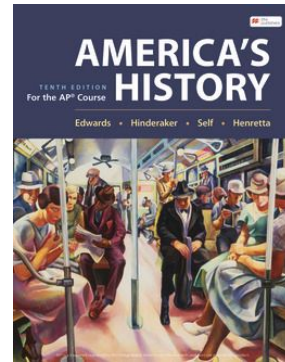
Team Selection For Core Text – [AP U.S.](#)

Decisions were made by consensus from adoption team

-80% of the grade-level curriculum follows core text.

All core texts follow rigid College Board scope and sequence.

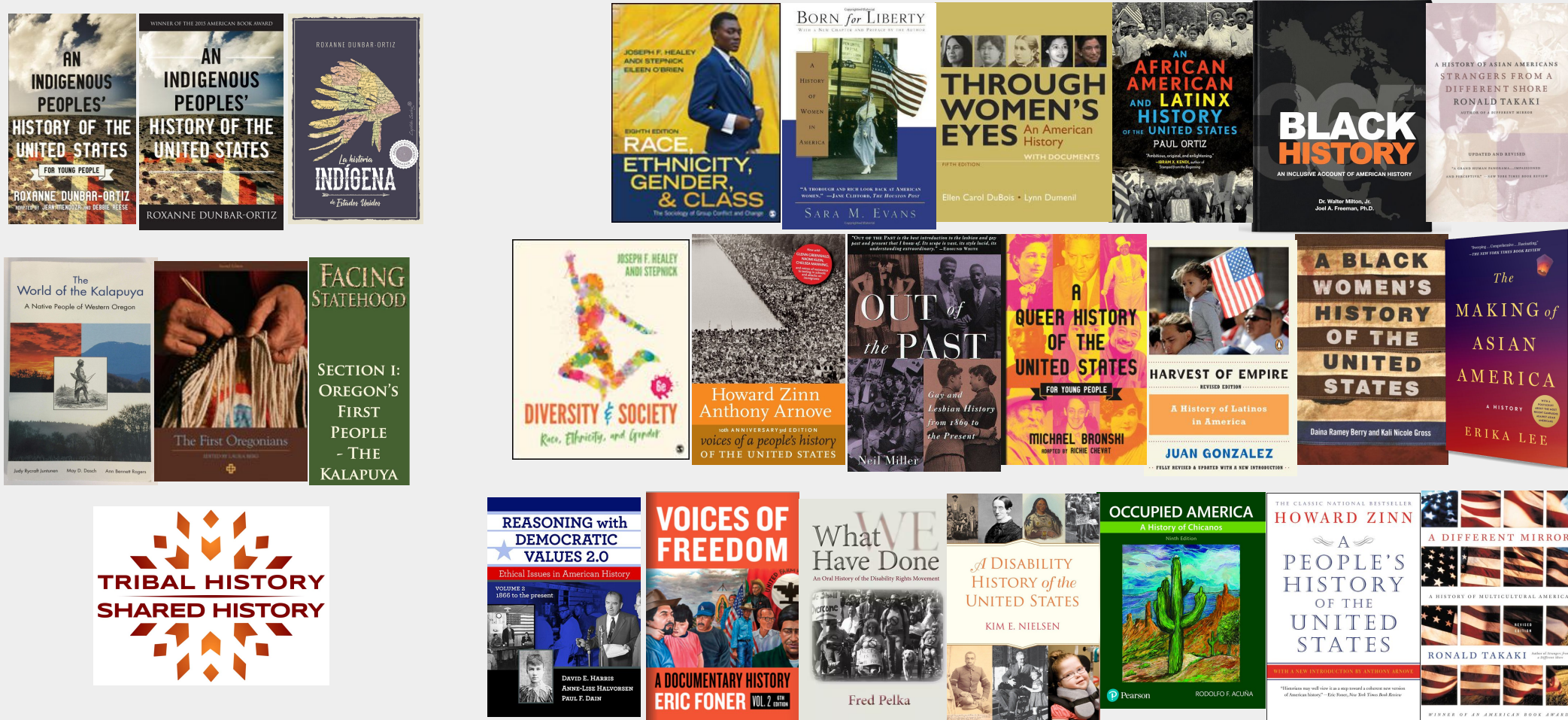
- *Give Me Liberty!* (AP Version)
 - [Norton, 2019 \(online + print\)](#)
- *Making America* (AP Version)
 - [Cengage, 2018 \(online + print\)](#)
- *America's History*
 - [BFW, 2021 \(online + print\)](#)



Team Selection For Supporting Core Text - U.S., IB HOTA, + AP U.S.

Tribal History | Shared History

Ethnic Studies (HB 2845) and Genocide Studies (SB 664)



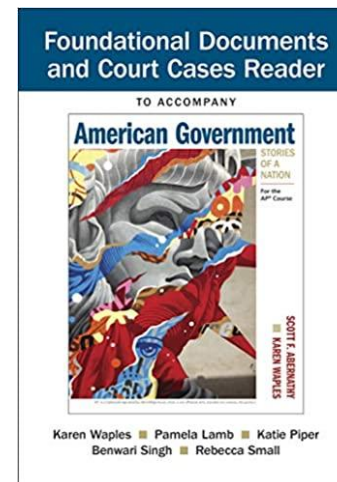
AP Government

Team Selection For Core Text – AP Government*

Decisions were made by consensus by all 4J AP Gov teachers

-80% of the grade-level curriculum follows this core text:

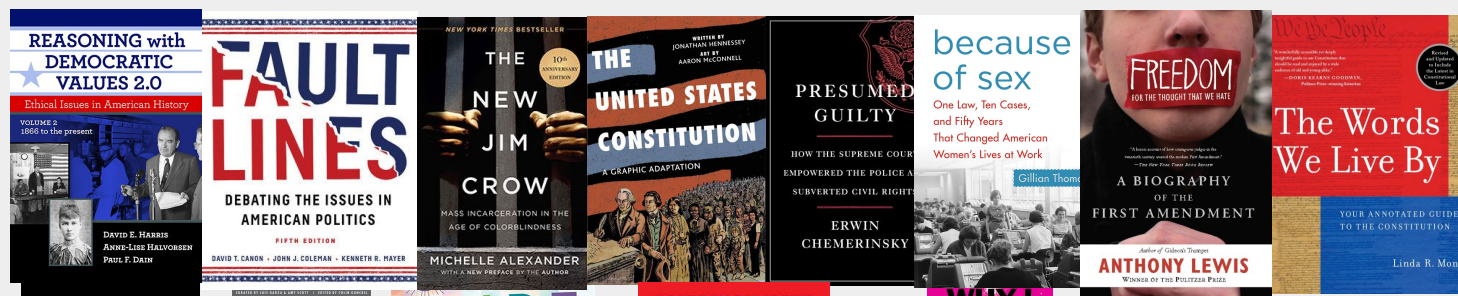
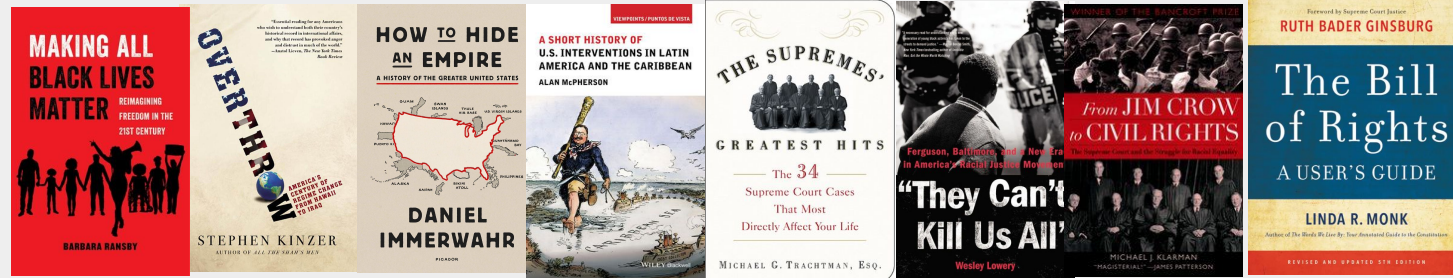
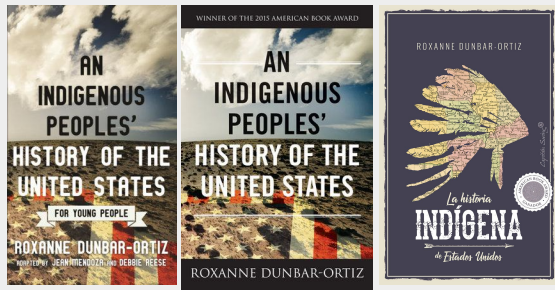
- *Stories of a Nation*
 - [Bedford, Freeman & Worth \(2021\)](#)
North, EIHS, South, Sheldon, Churchill
- *Foundational Documents and Court Cases Reader*
 - [Bedford, Freeman & Worth \(2021\)](#)



Team Selection For Supporting Core Text – AP Government

Tribal History | Shared History

Ethnic Studies (HB 2845) and Genocide Studies (SB 664)



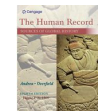
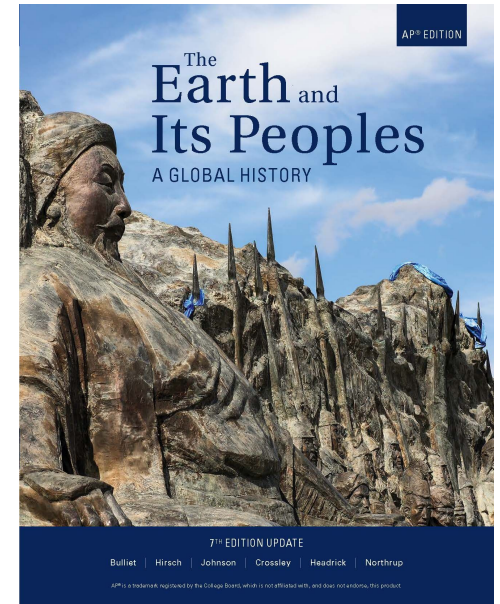
AP World History

Team Selection For Core Text – AP World*

Decisions were made by consensus from adoption team

-80% of the grade-level curriculum follows this core text:

- *The Earth and Its People*
 - [Cengage \(2018\)](#)
South, Churchill, and Sheldon



Team Selection For Supporting Core Text – AP World

Ethnic Studies (HB 2845), Genocide Studies (SB 664), and Indigenous Studies (SB 13)

Student Project Libraries Drawn From Vetted Lists

Examples (with more to come):

African Studies

South Africa

Born a Crime ([One World, 2019](#))

Nigeria

A Swamp Full of Dollars ([Lawrence Hill, 2009](#))

Curse of the Black Gold ([powerHouse Books, 2008](#))

Multiethnic

African Spirituality, Politics, and Knowledge Systems

([Bloomsbury, 2022](#))

A History of Africa ([Oxford University Press, 2021](#))

Religious Beliefs and Knowledge Systems in Africa

([Rowman and Littlefield, 2021](#))

Afro Surf ([Ten Speed Press, 2021](#))

Africa in Global History ([Norton, 2018](#))

Africa in World History ([Pearson, 2012](#))

Exterminate All the Brutes ([The New Press, 1992](#))

Women's liberation and the African freedom struggle

([Pathfinder Press, 1990, 2007](#))

How Europe Underdeveloped Africa ([Verso, 1972, 2018](#))

African American History and Culture (Ch. 1-12)

([Florida State College, 2021](#))

Ghana

Illegal ([Sourcebooks Young Readers, 2018](#))

Angola

Kongolese Saint Anthony ([Cambridge University Press, 2008](#))

Latin American Studies

Born in Blood and Fire ([Norton, 2016](#)) + Companion

Reader ([Norton, 2016](#))

A Short History of U.S. Interventions in Latin America and the Caribbean ([Wiley Blackwell, 2016](#))

Readings on Latin America and Its People Series

([Prentice Hall, 2011](#))

Prisoners of Geography ([Scribner, 2015](#))

Breve Historia de la Revolución Mexicana ([Nowtilus, 2015](#))

Historia de Mexico ([Pearson, 2015](#))

Los estudios afroamericanos y africanos en América

Latina ([Consejo Latinoamericano de Ciencias](#)

[Sociales, 2008](#))

Historia de América Latina (Spanish) ([Universidad](#)

[Nacional de La Plata, 2017](#))

Historia del Pueblo Mexicano (Spanish) ([Office of the](#)

[President of Mexico, 2021](#))

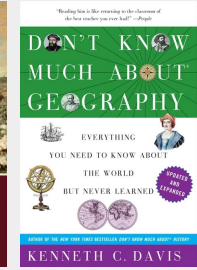
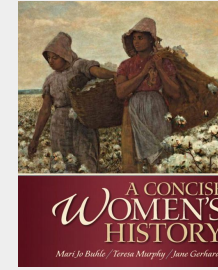
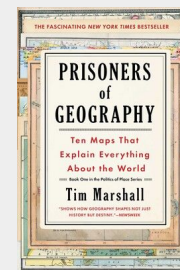
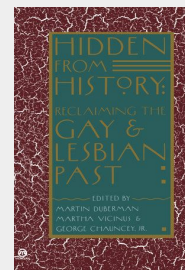
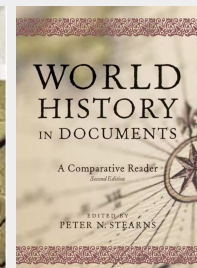
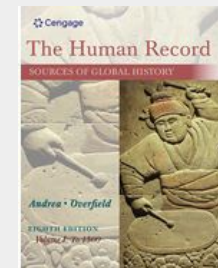
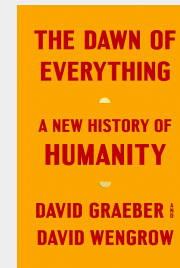
LGBTQIA+ Studies

Gay Life & Culture: A World History ([Universe, 2006](#))

Hidden from History ([Penguin Random House, 1990](#))

Gay Life Stories ([Thames and Hudson, 2012](#))

Transgender Warriors ([Beacon Press, 1996, 1997](#))





ITEM FOR ACTION AT A FUTURE MEETING

Date of Meeting

June 22, 2022

Title

Consider Approval of Instructional Allowances

Presenter(s)

Christine Nesbit, General Counsel

Dr. Brooke Wagner, Assistant Superintendent – Instruction

Background

Summary

Approval of this action item will provide the district superintendent with increased flexibility when the superintendent makes decisions about schedule adjustments at the secondary level for the 2022-23 school year.

Law, Relevant History and Present Need for Request

State law requires the provision of a minimum number of annual hours of instruction but permits – if authorized by a district’s board – districts to include a certain number of hours spent on non-instructional activities to count toward meeting those annual minimums. Only the board may approve use of non-instructional allowances.

In 2018, following an extensive public engagement and comment period, the board adopted resolution 2018-04, which provides the board-adopted instructional minutes by level.

Detailed information about the law, relevant EEA contract provisions and the 2018 board-adopted instructional minutes was presented at a board meeting on September 1 and 22, 2021 in response to the board’s request in August 2021. (See materials attached).

During the 2021-22 school year, EEA filed a grievance alleging that the district’s standard schedules at the secondary level (adopted publicly in 2018) violated the morning break provisions of the collective bargaining agreement which require that the district “make every effort” to schedule a 15-minute morning break for unit members. Although the merits of that grievance were disputed, the parties nonetheless reached an agreed upon resolution that the district would revisit secondary schedule changes for implementation in the 2022-23 school year that would provide for a 15-minute break (inclusive of passing period) on regular, non-early release school days and at least a 10-minute break (inclusive of passing period) on early release day, if possible.

As the district works on reviewing potential schedule adjustments to secondary school schedules for the 2022-23 school year for the purpose of addressing the issue of morning breaks, the superintendent is requesting that the board grant the superintendent authority to use up to 30 hours of professional development time if it becomes necessary to do so.

Changing schedules can have significant consequences and is a complex endeavor. Even a 5-minute schedule change results in a loss of 14-15 hours of instruction annually. While there is no desire by the superintendent to reduce instruction time for students, adjusting schedules must account for multiple factors. These include operational constraints, student and staff well-being, legal requirements, maintaining trust with the public, and compliance with collective bargaining agreements and board resolutions.

In order to allow the superintendent to make the best possible decision about the provision of a break period and necessary schedule adjustments this summer, the superintendent is seeking authority to use, in their sole discretion, up to 30 hours of professional development allowances.

The superintendent's decision may require that the board amend board resolution 2018-04 (Standard Schedules) at a later date. If needed, the superintendent will return to the board with an amendment to that resolution in August.

Options and Alternatives:

To be discussed.

Recommendation

The superintendent recommends that the board approve a motion to authorize the superintendent, at their discretion, to use up to 30 hours of professional development time when developing secondary school schedules for the 2022-23 school year.



BACKGROUND MATERIAL PROVIDED TO BOARD ON SEPTEMBER 22, 2021

ITEM FOR ACTION (Second Read)

Date

September 22, 2021

Title

Review Instructional Time and Consider Approval of Instructional Allowances

Presenter

Cydney Vandercar, Superintendent
Christine Nesbit, General Counsel

Background

In the board meeting on August 18, 2021, board members requested information about instruction time, schedules, and activities that support learning but are not actual instruction time, which the state allows to be counted as instruction time with explicit approval from the local school board.

Legal and Contractual Framework

All schools must meet minimum instruction hours established by the state. OAR 581-022-2320. Instruction time is defined in state law as “time during which students are engaged in regularly scheduled instruction, learning activities, or learning assessments that are designed to meet...[state] academic content standards...and are working under the direction and supervision of a licensed or registered teacher, licensed CTE instructor, licensed practitioner, or Educational Assistant who is assigned instructionally related activities and is working under the supervision of a licensed or registered teacher.” OAR 581-022-0102.

Instructional time includes time that a student spends traveling between the student’s school and a CTE center, internship, work experience site, or post-secondary education facility, time that a student spends in statewide performance assessments; and up to fifteen minutes each day of the time that a student spends consuming breakfast in the classroom if instruction is being provided while the student is consuming breakfast.

Instructional time does not include time that a student spends passing between classes, at recess, in non-academic assemblies, on non-academic field trips, participating in optional school programs, or in study periods or advisory periods where attendance is not required and no instructional assistance is provided.

Oregon law allows a limited amount of certain activities that support learning but are not actual classroom learning time—recess, parent conferences and teacher professional development—to be counted toward instruction time. The appropriate level of credit, if any, is normally recommended by the superintendent and is up to each school board and its community to decide. By law, any use of credits requires approval of the school board. Credits may not be taken for activities unless they occur. For example, the district cannot claim credits for parent teacher conferences if it does not provide them, as is the case at high school.

The following table illustrates the amount and type of hourly credits authorized by the state and the maximum credits that could be claimed by the district. Where 4J hours for an activity are believed to be less than the state allowable credit, 4J hours are noted in parentheses.

Table: Available Credits

Level	Recess	Professional Development	Parent Teacher Conferences ¹ (4J actual hours)	Maximum possible in 4J
K-3	60	30	30 (16)	106
4-5		30	30 (16)	46
6-8		30	30 (8)	38
9-12		30	30 (0)	30

The district’s contract with the Eugene Education Association (EEA) provides daily preparation time for teachers, planning time on certain non-instructional days, and paid duty-free lunches within the 8-hour day. The collective bargaining agreement also establishes the process for setting standard schedules and for EEA’s involvement in the development of academic calendars.

Relevant here, Article 10.2.4 of the EEA/4J contract provides:

- The district school board will not increase the instructional hours of teachers at any level beyond 920 hours for elementary, 945 hours for grades 6–8, and 1,012 hours for grades 9–12, for the regular school year and contract year.
- Standard schedules with parameters approved by the board for each level will meet or exceed the minimum hours of instruction time established by law.
- The board shall adopt the standard schedule “upon recommendation of the superintendent.”
- Any credit of hours for recess, parent-teacher conferences, or professional development must be approved by the board (not by an individual staff member, a school, or the superintendent without approval of the board).
- The process for determining standard schedule parameters includes prior notice to EEA and a period of conferral before schedules are brought to the board for approval.

The term “standard schedule” means the amount of daily, weekly and annual instruction hours; whether there is a common early release (or late start) day and the amount of release time being provided, and the expectation that levels of schools will start and end at the same time to the maximum extent possible, given transportation constraints. Exact bell times are determined by the superintendent, as are duties assigned to teachers. In cases of emergency or hazardous weather, the superintendent is authorized to alter these schedules or close schools. (Policy EBCD).

¹ ODE has clarified that “parent teacher conferences” does not include family engagement activities or communications generally. The term is commonly understood in education to refer to school-wide parent teacher conferences.

Standard Schedule Adoption in 2018–19

Prior to the 2018–19 school year, there were significant differences in school schedules and significant inequities in the instruction hours students received depending on the schools they attended. Each school had a different calendar and schedule, with different starting and ending times, different school day lengths, and different early-release, late-start and no-school days. A student attending 4J schools with the least amount of instruction hours would, over the course of their K–12 experience, receive 7 months less learning time than a student attending 4J schools with the most amount of instruction hours.

Recognizing this, and after more than a year of community involvement and union negotiations, the superintendent recommended and the board approved parameters for the school schedules that remain in place today. The district’s community engagement efforts included consideration of multiple drafts of school schedules, feedback on three draft schedules from more than 2,500 parents and educators, community engagement forums, and other modes of public comment. On July 6, 2018, the board adopted the final schedule parameters by resolution which established daily instruction minutes by level and provided that offsets would not be granted without board approval. (See Resolution 2018-04, attached).

Guiding factors were summarized at the time as:

- Students need to be in school, engaged in high-quality teaching and learning, as much as possible. Instruction time for 4J students should not depend on the school of attendance.
- Families need consistent, predictable schedules for their students.
- School staff need coordinated time for professional learning, planning and collaboration.

Consistent with the instruction minutes standards adopted by the 4J board in 2018, the superintendent implemented the schedules in the table below. Note that the board does not approve school bell times, as flexibility is needed to accommodate transportation schedules and other timing considerations; however, there will not be a change to the number of hours of instruction without board approval.

Standard Schedules:

	Monday–Thursday	Friday Early Release	Recess / Lunch / Break / Passing Time	Annual Instruction Hours (minus any non-academic assemblies, etc.)
Elementary Schools	Tier 1: 7:55 a.m.–2:25 p.m. Tier 2: 8:30 a.m.–3:00 p.m.	Tier 1: 7:55 a.m.–1:10 p.m. Tier 2: 8:30 a.m.–1:45 p.m.	60 minutes on regular days 50 minutes on early release day	915.2
Middle Schools	9:00 a.m.–3:35 p.m.	9:00 a.m.–2:35 p.m.	54 minutes	935.2
High Schools	8:30 a.m.–3:30 p.m.	8:30 a.m.–2:30 p.m.	57 minutes	1009.6

Standard Schedule: Comparison of Legal Minimums to Actual

Level	State required annual instruction hours	Annual hours of instruction provided by 4J (before any reduction for non-academic assemblies and other activities)
K-3	900	915
4-5	900	915
6-8	900	935
9-11	990	1009
12	966	979 (approximate)

Examples of impacts of schedule changes on instruction hours:

1. Loss of a day (examples: school closure day due to hazardous weather (“snow day”), wildfire smoke, power outage, COVID-related reasons)
 - Elementary: 5 hours, 30 minutes
 - Middle: 5 hours, 41minutes
 - High: 6 hours, 3 minutes
2. Reduction in daily instruction time by 15 minutes = 43 hours annually
3. Change in passing periods by one minute
 - Middle school = 17 hours
 - High school = 14 hours

Discussion

Typically, the superintendent will seek board approval to apply allowable instruction time credits when there is a projected or actual shortfall in the number of instruction hours, and the district’s schools would not otherwise meet state requirements.

While future events are yet unknown, the available allowances may be needed for this purpose in the 2021–22 school year. For example, there may be COVID-19 related losses of instruction hours if all or most of a school is closed for a day pending contact tracing. There also may be impacts on instruction time from environmental events such as wildfires, hazardous weather, and school-level events such as power outages.

Although it is uncertain that credits will be needed during the 2021–22 school year, one option would be for the board to authorize the credits now so that the district could claim the hours if it became necessary, without the board having to revisit the issue later this year. The superintendent does not anticipate that an authorization of credit hours would or should result in a new school schedule that reduces instruction time for students.

The superintendent advises against a scheduled reduction in instruction hours at any level at this time because it is unnecessary, because it is not needed in order to provide more outdoor time, because students need time with their regular classroom teachers now more than ever, and because the available allowances may be needed later to address emergency conditions. Additionally, schedule changes must be feasible given transportation constraints, and should go through the conferral process provided in the CBA.

To provide more time outdoors, schools may hold lunch outdoors and teachers may take classes outdoors. To provide more time for outdoor movement and play, teachers may take students outside to engage in guided kinesthetic activities for intentional learning objectives. Some 4J elementary schools and classes already engage in these outdoor activities, and others have the option to do so.

At the August 18, 2021 board meeting, some board members mentioned adding recess as a way to increase teacher planning time. Teacher planning time is a subject of ongoing contract negotiations and will be addressed in that forum.

In practice, it generally would not be possible to add an extra recess during the elementary school day without teachers' supervision, because other staff are not available to supervise students. Adding staff to provide supervision would be costly if possible, and at this time would be impacted by the same hiring shortages found in other positions. Finally, a sustained change to daily instruction time requires notice to EEA, recommendation of the superintendent, compliance with state minimum requirements and compliance with maximum hours limitations in the EEA contract. Additionally, notice to and comment from the public should be sought.

If it were possible and warranted, adding a daily 15-minute recess without teacher instruction and supervision would result in a loss of 43 hours of instruction time a year, nearly 5% of total instruction time. Options to recoup the instruction hours if desired include extending the school day by 15 minutes, adding days to the end of the school year, and/or converting existing non-instruction days (such as teacher planning, professional development or grading days) to instructional days and would require following other processes. As provided in the EEA contract, changing the school calendar requires advance notice to, and conferral between the superintendent and EEA prior to board action. Changes to the amount of instructional minutes to be provided in standard schedules is a matter for the board, after following the process in the EEA contract, which includes notice to EEA, conferral and a superintendent recommendation. As required by law, changes that impact the length of the teacher contract year or contractually-guaranteed planning days require contract negotiations and agreement with EEA. Changes to the bell schedule (i.e., student arrival and release time) are within the authority of the superintendent.

Recommendation

The superintendent does not recommend that the board approve allowances for non-instructional time to be credited as instruction hours at this time. The superintendent recommends against a scheduled reduction in instruction time at any grade level at this time. The superintendent recommends that no major change be made this year in school schedules or instruction time parameters approved by the board in 2018 without staff vetting and significant opportunities for community input.

Options and Alternatives

The board may take no action on instructional hours for 2021-22 at this time, as recommended by the superintendent.

The board may instead decide to take action, such as the following:

The board may take action to approve certain instructional time allowances to be available for 2021-22 if needed due to later circumstances or at the discretion of the superintendent, such as up to 30 hours of professional development time for all grades, or up to 60 hours for recess for grades K-3.

The board may take action to change instruction time and school schedule parameters by identifying its desired goal and allowing the superintendent the opportunity to identify ways to achieve that goal, which would include conferring with the association. Should the board be so inclined it will be critical for the superintendent to receive clear guidance from the board about its goal and rationale, and to have the opportunity to evaluate the feasibility of different options.

The board may make an advisory recommendation that schools increase the amount of time students spend outdoors for guided movement and other activities.

The board may take action to change instruction time and school schedule parameters, without staff consideration and vetting, without the opportunity for public input and without following the process in the EEA contract. This is not recommended.



RESOLUTION No. 2018-04

Resolution on Standard Schedules by Level

RECITALS

WHEREAS:

1. State law establishes annual minimum hours of instruction time to be received by Oregon K-12 students;
2. Article 10.2.4.f of the collective bargaining agreement between the Eugene Education Association (EEA) and Eugene School District 4J establishes maximum annual instruction hours and provides that the board will approve standard schedules by level upon the recommendation of the Superintendent;
3. Providing enough, fair and equal instruction time is in the best educational interests of district students;
4. Having consistent and predictable school schedules is in families' best interests;
5. Allowing coordinated time for staff collaboration and professional development is a wise investment in teacher quality;
6. Each district school currently offers different calendars and schedules, which has led to unequal and insufficient instruction time; and
7. The board has received the recommendation of the Superintendent and feedback from stakeholders.

RESOLUTION

SO BE IT RESOLVED THAT:

1. Early release day shall occur on the same day, regardless of level or school.
2. The standard schedule for elementary schools shall consist of three hundred and thirty (330) minutes of instruction on regular school days, and two hundred and sixty five (265) minutes of instruction on early release day;
3. The standard schedule for middle schools shall consist of three hundred and forty one (341) minutes of instruction on regular school days, and two hundred and eighty-one (281) minutes of instruction on early release day. This instruction time may include up to 100 minutes per week for advisory;

1. The standard schedule for comprehensive high schools shall consist of three hundred and sixty three (363) minutes of instruction on regular school days, and three hundred and three (303) minutes of instruction on early release day.
2. The Superintendent or designee shall establish the schedule for the ECCO alternative high school program within the parameters of state law and the district's collective bargaining agreement with EEA.
3. In providing annual minimum instruction hours, offsets allowable under OAR 581-022-1620 may not be granted without Board approval.
4. The Superintendent shall establish bell times and take other actions he deems appropriate to achieving the objectives of this resolution.
5. The schedules described in this resolution shall take effect with the 2018-19 school year.

Adopted this 6th day of June, 2018



CLERK



CHAIR OF THE BOARD



ITEM FOR ACTION AT A FUTURE MEETING (First Read)

Date of Meeting

June 22, 2022

Title

Consider revisions to board policy JHCD/JHCDA – Mediations

Presenter(s)

Christine Nesbit, General Counsel

District School Board Policy JHCD/JHCDA – Mediations addresses the administration of medication to students at schools.

State law permits but does not require that trained, designated school staff may administer Naloxone (commonly known as “Narcan”) to persons on school premises who are believed to be experiencing an overdose of an opioid drug. Naloxone and similar agents are designed to rapidly reverse an overdose of an opioid drug. Board action authorizing Naloxone administration is required in order to permit staff to administer it.

At the recommendation of health services, the proposed changes to the board’s medication policy would permit trained, designated staff to administer naloxone to a person believed to be experiencing an overdose of an opioid.

Options and Alternatives:

To be discussed.

Recommendation

The superintendent will make recommendations related to the above-mentioned board policy at a future meeting.

Eugene School District 4J

Code: JHCD/JHCDA
Adopted: 5/15/19; XX/XX/22

Medications**

The district recognizes that administering a medication to a student and/or permitting a student to administer a medication to themselves, may be necessary when the failure to take such medication during school hours would prevent the student from attending school. It also recognizes a need to ensure the health and well-being of a student who requires regular doses or injections of a medication as a result of experiencing a life-threatening allergic reaction or adrenal crisis¹, or a need to manage hypoglycemia, asthma or diabetes. Accordingly, the district may administer or a student may be permitted to administer to themselves prescription (injectable and noninjectable) and/or nonprescription (noninjectable) medication at school.

The district shall designate personnel authorized to administer medications to students. Annual training shall be provided to designated personnel as required by law in accordance with guidelines approved by the Oregon Department of Education (ODE).

When a licensed health care professional is not immediately available, personnel designated by the district may administer to a student, epinephrine, glucagon or another medication to a student as prescribed and/or allowed by Oregon law.

The district reserves the right to reject a request for ~~district personnel to administer, or to permit a student to administer to themselves, a medication when such~~ administration of medication at school, either by district personnel or student self-administration, if the medication is not necessary for the student to remain in school.

The superintendent and/or designee will require that an individualized health care plan and allergy plan is developed for every student with a known life-threatening allergy ~~or a need to manage asthma~~, and an individualized health care plan for every student for whom the district has been given proper notice of a diagnosis of adrenal insufficiency. Such a plan will include provisions for administering medication and/or responding to emergency situations while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in a before-school or after-school care program on school-owned property and in transit to or from school or a school-sponsored activity.

A student may be allowed to self-administer a medication for asthma, diabetes, hypoglycemia or severe allergies as prescribed by an Oregon licensed health care professional, upon written and signed request of the parent or guardian and subject to age-appropriate guidelines. This self-administration provision also requires a written and signed confirmation the student has been instructed by the Oregon licensed health care professional on the proper use of and responsibilities for the prescribed medication.

A request to the district to administer or allow a student to self-administer prescription medication ~~or a nonprescription medication that is not approved by the Food and Drug Administration (FDA)~~ shall include a signed prescription and treatment plan from a prescriber² or an Oregon licensed health care professional.

~~A request to the district to administer or allow a student to self-administer nonprescription that is not approved by the Food and Drug Administration (FDA) shall include a written order from the student's prescriber that meets the requirements of law.~~

A written request and permission form signed by a student's parent or guardian, unless the student is allowed to access medical care without parental consent under state law, is required and will be kept on file.

If the student is deemed to have violated Board policy or medical protocol by the district, the district may revoke the permission given to a student to self-administer medication.

Prescription and nonprescription medication will be handled, stored, monitored, disposed of and records maintained in accordance with established district administrative regulations governing the administration of prescription or nonprescription medications to students, including procedures for the disposal of sharps and glass.

A process shall be established by which, upon parent or guardian written request, a back-up prescribed autoinjectable epinephrine is kept in a reasonably secure location in the student's classroom as provided by state law.

A premeasured dose of epinephrine may be administered by designated personnel to any student or other individual on school premises who a staff member believes, in good faith, is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

Naloxone or any similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug may be administered by trained, designated personnel to any student or other individual on school premises who the person believes in good faith is experiencing an overdose of an opioid drug.

This policy shall not prohibit, in any way, the administration of recognized first aid to a student by district employees in accordance with established state law, Board policy and administrative regulation.

A school administrator, teacher or other district employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the administration, in good faith and pursuant to state law, of prescription and/or nonprescription medication, ~~subject to state law.~~

A school administrator, school nurse, teacher or other district employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of a student's self-administration of medication, as described in ORS 339.866, ~~when~~ if that person in good faith and pursuant to state law assisted the student in self-administration of the medication, ~~subject to state law.~~

A school administrator, school nurse, teacher or other district employee designated by the school administration is not liable in a criminal action or for civil damages, ~~when~~ as a result of the use of medication if that person in good faith administers autoinjectable epinephrine to a student or other individual with a severe allergy, who is unable to self-administer the medication, ~~subject to state law~~ regardless of whether the student or individual has a prescription for epinephrine, or administers naloxone or any similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug to a student or other individual who that person believes in good faith is experiencing an overdose of an opioid drug.

~~The district and the members of the Board are not liable in a criminal action or for civil damages when a student or individual is unable to self-administer medication, when any person in good faith administers autoinjectable epinephrine to a student or individual, subject to state law.~~ The district and the members of the Board are not liable in a criminal action or for civil damages as a result of the use of medication if any person in good faith, on school premises, including at a school, on school property under the jurisdiction of the district or at an activity under the jurisdiction of the district, administers autoinjectable epinephrine to a student or other individual with a severe allergy who is unable to self-administer the medication, regardless of whether the student or individual has a prescription for epinephrine, or administers naloxone or any similar medication that is in any form available for safe administration and that is designed to rapidly reverse an overdose of an opioid drug to a student or other individual who the person believes in good faith is experiencing an overdose of an opioid drug.

The superintendent shall develop administrative regulations as needed to meet the requirements of law, Oregon Administrative Rules and the implementation of this policy.

END OF POLICY

Legal Reference(s):

ORS 109.610	ORS 475.005 - 475.285	OAR 581-022-2220
ORS 109.640		OAR 851-047-0030
ORS 109.675	OAR 166-400-0010(17)	OAR 851-047-0040
ORS 332.107	OAR 166-400-0060(29)	
ORS 339.866 - 339.871	OAR 333-055-0000 -055-0115	Senate Bill 665 (2019)
ORS 433.800 - 433.830	OAR 581-021-0037	

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).
OREGON HEALTH AUTHORITY AND OREGON DEPARTMENT OF EDUCATION, *Medication Administration: A Manual for School Personnel*.

Corrected 12/19/19