

**NOTICE:** The Board Work Session will be open to the public to attend in person, via live broadcast on KRVM 1280-AM and 98.7 FM, on the internet at <https://icecast.4j.lane.edu/board> and via Zoom Webinar at <https://4j-lane-edu.zoom.us/j/91225128314>, Webinar ID 912 2512 8314

The board will not hear public testimony during the work session.

Each employee group is invited to speak for up to 3 minutes, focused on a consent, action, or information agenda topic below, and may choose - at the recognition of the Chair - to speak during this scheduled time, or alternatively, after one of the presentations of an agenda item.

**6:00 PM**

**Board Work Session**

- I. Call Work Session to Order, Roll Call
- II. Agenda Approval
- III. Comments by Employee Groups  
 Employee groups are invited to speak for up to 3 minutes, focused on a consent, action, future action, or information agenda topic below, and may choose – at the recognition of the Chair – to speak during this scheduled time, or alternatively, after one of the presentations of an agenda item.  
     EEA (Eugene Education Association)  
     OSEA (Oregon School Employees Association)  
     MAPS (Managers, Administrators, Professionals & Supervisors)
- IV. **Consent Group — Items for Action**
  - 1. Approve the Draft Meeting Minutes for the April 23, 2025, Board Work Session 3
  - 2. Approve Resolution 2025-054, Delegating Authority to Superintendent and Approving the Sale of Real Property 11  
 Presenter: Christine Nesbit, General Counsel
  - 3. Designate Agent for Contract Negotiations 14  
 Presenters:  
 Colt Gill, Interim Superintendent  
 Christine Nesbit, General Counsel
  - 4. Approve the Replacement of Intercom Technology at 4J Sites that is at End of Life 15  
 Presenter: Steve Menachemson, Director of Technology
  - 5. Approve the Amergis Healthcare Staffing Contract for Nursing Services (2025-26) 16  
 Presenters:  
 Seth Pfaefflin, Director of Student Services  
 Joy Maxwell, Student Health Services Supervisor
- V. **Items for Information**
  - 1. Kelly Middle School Continuous Improvement Plan (SCIP) Goal #1: Progress Update 40  
 Presenters  
 Tanner Faris, Teacher Leader  
 Tim Everett, Teacher Leader  
 Leah Cruzen, Teacher Leader  
 John Wayland, Principal  
*30 Minutes*
  - 2. Board Leadership Election Process for 2025-26 School Year 60  
 Presenter: Jenny Jonak, Board Chair

20 Minutes

- VI. **Items for Action**
1. Adopt 2025-26 Fiscal Year Budget (Second Read) 61  
Presenter: Matt Brown, Director of Facilities  
*15 Minutes*
  2. Approve Final Draft of Resolution #2025-05: Affirming the Rights, Inclusion, and Success of Students with Disabilities (Second Read) 83  
Presenters:  
Carmen Xiomara Urbina, Chief of Staff  
Kat Lange, Assistant Superintendent of Student Support Services/Well-Being  
Seth Pfaefflin, Student Services Director  
Joel Lavin, Student Services Administrator  
*15 Minutes*
  3. Approve revisions to Board Policy IKF – Graduation Requirements (Second Read) 93  
Presenters:  
Larry Williams, Assistant Superintendent for Instruction and Access  
Oscar Loureiro, Director of Research and Planning  
*5 Minutes*
- VII. **Items for Action at a Future Meeting**
1. Consider for Approval the Naming Recommendation for the Chinese Immersion Elementary School Located at 220 Bailey Hill Road, Eugene, Oregon, 97405 106  
Presenters:  
Ericka Thessen, Board Director  
Jen Hebard, Principal  
Xiaowen Jensen, Chinese Language Arts Teacher at Kennedy Middle School  
*30 Minutes*
  2. 2026-27 School Year Calendar and Adjustments to the 2025-26 Calendar (First Read) 115  
Presenters:  
Brooke Wagner, Assistant Superintendent for Administrative Services  
Larry Williams, Assistant Superintendent for Instruction & Access  
Kat Lange, Assistant Superintendent of Student Support Services/Well Being  
*15 Minutes*
  3. Consider Approval of 2025-26 Board of Directors Meeting Calendar Draft (First Read) 119  
Presenter: Jenny Jonak, Board Chair  
*10 Minutes*
  4. Consider for Approval Revisions to Board Policy IIA – Instructional Materials Selection (First Read) 121  
Presenters:  
Erin Gaston, Curriculum and MTSS Administrator  
Larry Williams, Assistant Superintendent of Instruction and Access  
*15 Minutes*
- VIII. Adjourn Work Session

**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



**Eugene School District 4J**  
200 North Monroe Street  
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**ITEM FOR ACTION–CONSENT AGENDA**

**Date of Meeting**

May 21, 2025

**Title**

Approve the Draft Board Meeting Minutes for the April 23, 2025 Board Work Session

**Background**

The board minutes listed above are in draft form. Once approved, the minutes will be uploaded to BoardBook and available to the public.

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

**Date: April 23, 2025**

The Board of Directors (BOD) of School District No. 4J, Lane County, Oregon, held a work session at 6:00 p.m. in-person at the Education Center, 200 North Monroe Street in Eugene, Oregon, via live-stream and broadcast on KRVM. Notice of the meeting was emailed to the media and posted on the 4J website on April 18, 2025.

**ROLL CALL**

**BOARD MEMBERS PRESENT:**

Jenny Jonak, Chair  
Tom Di Liberto, Vice Chair  
Maya Rabasa  
Ericka Thessen  
Judy Newman  
Morgan Munro

**BOARD MEMBERS ABSENT:**

Rick Hamilton

**STAFF:**

Colt Gill, Interim Superintendent  
Carmen Xiomara Urbina, Chief of Staff  
Lisa Fjordbeck, Operations Coordinator for the Superintendent's Office  
Brooke Wagner, Assistant Superintendent for Administrative Services  
Jill Cuadros, Nutrition Services Director and Warehouse  
Seth Pfaefflin, Director of Student Services  
Oscar Loureiro, Director of Research and Planning  
Courtney Leonard, Secondary Curriculum and MTSS Administrator  
Josh Davies, citizen of the Hanis Coos Tribe and 4J NATIVES Program Administrator  
Cynthia Calletano, Executive Assistant to the Chief of Staff  
Debbie McKim, Executive Assistant to the Interim Superintendent and Board

**EMPLOYEE GROUPS:**

None

**OTHER GUESTS:**

Jolene Bettles, citizen of the Klamath Tribe  
Tahnee Mustoe, citizen of the Cherokee Tribe  
Jan Smith, citizen of the Kiowa Tribe

Sandra Shotridge, citizen of the Tlingit Tribe  
Trista Neuman, 15<sup>th</sup> Night School Program Coordinator  
Teresa Suttin, Chef/4J Nutrition Services  
Patrick Newsom, Regional Procurement Coordinator  
Melina Barker, Rogue Valley Farm to School Director  
Megan Schultz, Local Youth Advocate  
Annette Pershern, Riverbend Farm

**MEDIA:**

KRVM  
Register Guard

**I. CALL TO ORDER AND ROLL CALL**

Chair Jonak called the work session to order at 6:00 p.m. She said the names of the members present and recognized Debbie McKim in acknowledgement of National Executive Assistant Day.

**II. AGENDA APPROVAL**

The agenda was approved as presented.

**III. CONSENT GROUP – ITEMS FOR ACTION**

**1. APPROVE THE BOARD MINUTES DRAFT FOR THE APRIL 16, 2025  
REGULAR BOARD MEETING**

**2. APPROVE CORRECTION TO PERSONNEL ACTION APPROVED ON  
3/5/2025**

**3. BOND PROJECT – MULTI SITE PARKING LOT/PATHWAY  
ACCESSIBILITY IMPROVEMENTS**

**4. BOND PROJECT – MULTI SITE COMPACTORS**

**MOTION:** Vice Chair Di Liberto moved to approve the consent group. Ms. Munro seconded. **The motion passed unanimously, 6:0:1; Chair Jonak, Vice Chair Di Liberto, Ms. Rabasa, Ms. Newman, Ms. Munro, and Ms. Thessen all voting in favor.**

**IV. ITEMS FOR INFORMATION**

**1. STRENGTHENING SCHOOL NUTRITION THROUGH COMMUNITY AND  
COLLABORATION**

Director of Nutrition Services and Warehouse Jill Cuadros and six regional partners provided information about Strengthening School Nutrition Through Community and Collaboration via PowerPoint presentation.

Ms. Cuadros explained that nutrition is central to student success. By incorporating local food, Eugene School District 4J is investing back into the community. She said the Oregon Farm to School Program connects schools with local farms, helping to serve fresher, more nutritious food while strengthening the local economy. She said the district is fortunate to have support at the state level.

The Oregon Farm to School Network is a community driven network consisting of child nutrition practitioners, teachers, nonprofit partners, and food producers. They advocate for funding for child nutrition programs, promote farm and garden education, and provide technical assistance.

The statewide vision for the Oregon Farm to School Program is:

- Supports local food in schools across Oregon
- Supports Oregon's agricultural economy
- Equitable food access as a shared value
- Expands access to local, fresh foods in schools
- Connects kids to where food comes from

The 4J Farm to School Program is:

- Leveraging state funds to bring fresh produce to 4J students
- Building a model that centers farmers and students
- Seasonal fruits and vegetables offered regularly
- Students benefit from fresher, more engaging meals

4J is known for being innovative and its Farm to School Program is considered a successful model for other school districts across the state.

Regional Procurement Coordinator Patrick Newsom described his role facilitating connections and sales between local growers to provide food specifically for school districts, including developing crop plans with farmers. He said it is a win-win situation because farmers receive more stability and security while ensuring a more resilient food system, serving students, and the community.

Riverbend Farm owner Annette Pershern provided comments from the local farmer's perspective, stating that the Farm to School Program is huge for them and their business takes pride in growing products for 4J.

Ms. Cuadros introduced 4J Chef Teresa Suttan, stating that she utilizes a scratch cooking method to produce sauces, soups, entrees, and other meals from the acquired farm food.

Ms. Suttan described the process of using local farm produce in everything from salad bars to sauces. She said they currently receive produce from 15 local farms and 7 local companies.

Ms. Cuadros introduced 15<sup>th</sup> Night School Program Coordinator Trista Neuman, explaining that Ms. Nueman supports students through school-based food pantries and her perspective has helped the district understand that food access needs to extend beyond cafeteria hours.

Ms. Nueman described her role understanding student barriers and needs as they relate to food access. She said students are reporting needing more food, accessible food, fresh food, and clean food. She said food pantries are a critical tool and there is a need to expand and grow them districtwide.

Ms. Cuadros introduced local youth advocate Megan Schultz.

Ms. Schultz reported that school assessments have revealed food as a top need shared by staff and students. She advocated bringing together nutrition service partners from across the county, known as the Lane County Nutrition Services Coalition.

Additionally, Ms. Cuadros said they hosted a gathering of more than 30 farmers and eight school districts, the largest event of its kind in state history. She said the conversations laid the groundwork for a new kind of regional food system.

Ms. Cuadros described next steps and collaboration:

- Expand sourcing and deepen partnerships
- Expand coalition efforts and partnerships
- Align districts with student-centered nutrition and food access

Ms. Cuadros opened the floor to questions.

Individual members of the Board of Directors (BOD) voiced their support for strengthening school nutrition through collaboration.

Interim Superintendent Gill complimented Ms. Cuadros on her vision, creativity, and tenacity.

Ms. Munro asked for more information about the supper program.

Ms. Cuadros said the supper program provides afterschool meals five days per week at district high schools. She said it is particularly helpful for athletes. An average of 2,000 meals are served monthly.

Ms. Rabasa asked how their department approaches providing food that is culturally relevant to students.

Ms. Nueman responded that it is a consideration for the food pantries. She said the students themselves provide a wish list, and there is involvement from district equity teams. She said Churchill High School is excelling at providing culturally relevant foods.

Overall, it is something their department is trying to improve upon.

Ms. Suttan described a time when their department prepared an indigenous meal made of bison, corn, beans, and squash.

In closing, there was discussion about legislative advocacy, including sustaining Farm to School and School Meals for All and a bill for \$2 million in funding for school cafeteria kitchen equipment.

## **2. TOTEM POLE RESPONSE**

Interim Superintendent Gill and five tribal members – Jan Smith, Citizen of the Kiowa Tribe; Sandra Shotridge, citizen of the Tlingit Tribe; Jolene Bettles, citizen of the Klamath Tribe; Josh Davies, citizen of the Hanis Coos Tribe; Tahnee Mustoe, citizen of the Cherokee Tribe, held a discussion about the respectful removal of totem poles.

Interim Superintendent provided a background statement, explaining that the concern was brought to his attention by several local leaders, including Jan Smith, citizen of the Kiowa Tribe; Shortly following that, he attended a talking circle at the invitation of Josh Davies, citizen of the Hanis Coos Tribe. Interim Superintendent Gill said he is regretful that the process has taken as long as it has. He acknowledged that in the past several years, conversations with Native American community members, leaders, students, staff, and cultural experts have highlighted the need to address harm arising from cultural and historical inaccuracy of several totem poles displayed across the district. The poles were created as educational projects in past decades, yet without formal authorization or permission from associated tribes or Native carvers. Furthermore, the totem poles do not represent the peoples of the region.

Interim Superintendent Gill acknowledged that some community members hold positive memories of the totem poles. He cited misrepresentation of the local Native community, cultural appropriation, and lack of permission as reasons guiding the decision to remove the poles. He provided examples of similar actions taken in other communities. The timeline for the poles removal and renewal process includes a respectful and safe transfer of poles in summer of 2025. He said the district is renewing its commitment to working with Native community members and students to explore ideas for culturally appropriate symbols that authentically honor the region's Indigenous history and traditions.

Ms. Smith provided a statement. She said that there are 574 American Indian/Alaskan Native tribes in North America. She said that each nation has its own language, laws, and sacred rights, and the notion that one symbol can represent all tribes is a gross stereotypical misrepresentation. Ms. Smith described the totem poles as a mockery of true Native culture. She thanked the BOD for their willingness to listen with an open mind and acknowledged Interim Superintendent Gill's participation in the process. She requested that no photos, recordings, or videos of the cleansing ceremonies be taken.

Sandra Shotridge, citizen of the Tlingit Tribe provided comments, stating that the totem poles are disheartening. She said it is embarrassing to her as a member of a tribe with carving traditions. In her Native language, she thanked the BOD for listening.

Jolene Bettles, citizen of the Klamath Tribe offered that in educational institutions there are attempts to teach Oregon tribal history guided by strong Indigenous academic leaders. She acknowledged that things can be done with good intentions and still have harmful outcomes. She invited ongoing open conversations to build a path toward restoration.

NATIVES (Native Americans Towards Improved Values in Education and Society) Program Administrator Josh Davies, citizen of the Hanis Coos Tribe provided a statement. He said Ms. Smith's letter sparked a conversation that he felt needed to take place. He referenced a talking circle held which prompted more conversations about taking action regarding totem poles at 4J. He expressed that it is fitting for the district to repair and undo the harm that has been caused. He added that his utmost responsibility is to Native students and the Native community.

Members of the BOD responded to comments from tribal members.

Ms. Rabasa apologized to tribal members, specifically regarding district communication. She thanked Ms. Smith for her persistence addressing concerns regarding totem poles.

Vice Chair Di Liberto echoed Ms. Rabasa's sentiments. He asked how district students will be involved in the learning process moving forward and requested future updates.

Mr. Davies responded that the plan moving forward is that after the poles come down something will go in its place, potentially native gardens, murals, and/or dugout canoes. The decisions will be guided by community and student input.

In closing, Interim Superintendent Gill committed to honoring tribal members' requests to not document the removal of the totem poles nor the native garden planting.

## **V. ITEMS FOR ACTION**

### **1. APPROVE ADOPTION OF MIDDLE AND HIGH SCHOOL SCIENCE CURRICULUM**

Secondary Curriculum and MTSS Administrator Courtney Leonard recommended approving adoption of middle and high school science curriculum.

**MOTION:** Vice Chair Di Liberto moved to approve the adoption of middle and high school science curriculum. Ms. Rabasa seconded. **The motion passed unanimously, 6:0:1; Chair Jonak, Vice Chair Di Liberto, Ms. Rabasa, Ms. Newman, Ms. Munro, and Ms. Thessen all voting in favor.**

## **2. READOPT ELEMENTARY AND SECONDARY HEALTH CURRICULUM THROUGH 2032**

Secondary Curriculum and MTSS Administrator Courtney Leonard recommended readopting elementary and secondary health curriculum through 2032.

**MOTION:** Vice Chair Di Liberto moved to approve the re adoption of elementary and secondary health curriculum through 2032. Ms. Thessen seconded. **The motion passed unanimously, 6:0:1; Chair Jonak, Vice Chair Di Liberto, Ms. Rabasa, Ms. Newman, Ms. Munro, and Ms. Thessen all voting in favor.**

## **VI. ITEMS FOR ACTION AT A FUTURE MEETING**

### **1. CONSIDER FOR APPROVAL REVISIONS TO POLICY JEC – ADMISSION OF RESIDENT STUDENTS\*\***

Director of Research and Planning Oscar Loureiro recommended approving revisions to Policy JEC to align with current standards.

### **2. CONSIDER FOR APPROVAL REVISIONS TO BOARD POLICY GBEB – COMMUNICABLE DISEASES IN SCHOOLS; DELETE POLICY GBEB – STAFF – HIV, AIDS, AND HBV; DELETE POLICY JHCC – STUDENTS – HIV, HBV, AND AIDS\*\***

Director of Student Services Seth Pfaefflin recommended approving revisions to Policy GBEB, deleting Policy GBEB, and deleting Policy JHCC to ensure due diligence around communicable disease.

### **3. CONSIDER FOR APPROVAL PROPOSED REVISIONS TO BOARD POLICY EFA – LOCAL WELLNESS**

Ms. Cuadros recommended approving revisions to Policy EFA via PowerPoint presentation. She explained that the revisions reflect Oregon School Board Association (OSBA) recommendations, incorporate Administrative Rules (ARs), and align to state and federal laws. She provided relevant information about nutrition and instruction related to proposed revisions to Policy EFA and responded to questions from the BOD.

## **VII. ADJORN**

Chair Jonak adjourned the work session at 8:00 p.m.



## **ITEM FOR ACTION–CONSENT AGENDA**

### **Date of Meeting**

May 21, 2025

### **Title**

Approve Resolution 2025-054, Delegating Authority to Superintendent and Approving the Sale of Real Property

### **Presenter**

Christine Nesbit, General Counsel

### **Background**

The Board is being asked to approve a resolution that delegates authority to the Superintendent to take actions needed to complete a proposed sale of real estate owned by the District, specifically 99 E. Broadway, Eugene Oregon. Specifically, the resolution approves the sale and conveyance of the property to Lane County for the sale price of two million, nine-hundred and fifty thousand dollars (\$2,950,000).

In June 2024, the board deliberated over the potential sale of 99 E. Broadway and directed that it be listed for sale. Consistent with the direction of the board, the property was placed on the market, and the district's real estate negotiator has worked with interested persons on a sale. That process culminated in an agreement with Lane County whereby Lane County would purchase the property, following a due diligence period and subject to certain conditions. The due diligence period is underway and is anticipated to take several months.

ORS 332.155(5) authorizes the sale of a district property when the school board determines the property is no longer needed for district purposes. Board policy provides that the board will authorize all real estate purchases and sales.

To complete the sale and conveyance process, the Board must formally affirm that the property is no longer needed for school purpose and delegate its authority to the Superintendent or designee to sign and deliver all documents and deeds and take other actions necessary to sell the property. I also recommend that the Board ratify all actions taken, and documents and instruments signed by the Superintendent or designee in connection with the sale of the property. Resolution 2025-054 accomplishes those things.

The impact of the resolution will authorize staff to take actions necessary to sell and convey the property to Lane County, without any further action by the Board.

### **Requested Motion**

Move to approve resolution 2025-054, Delegating Authority to Superintendent and Approving the Sale of Real Property.



**RESOLUTION NO. 2025-054**

**Delegating Authority to Superintendent and Approving the Sale of Real Property**

**WHEREAS**, Eugene School District 4J owns real property located at MAP 17-03-31-14, Tax Lot 0330 in Eugene, Oregon, commonly known as 99 East Broadway (“the property”); and

**WHEREAS**, the District’s Board of Directors has the final authority for all conveyances of real property owned by the District; and

**WHEREAS**, the Board is authorized to sell all surplus real property of the District as may not be needed for school purposes pursuant to ORS 332.155(5); and

**WHEREAS**, in a public session on June 5, 2024, the Board directed that the property be listed for sale; and

**WHEREAS**, consistent with the Board goal to sell the property, the District’s agent has worked with persons expressing interest in the property, which work has culminated in a Purchase and Sale Agreement with Lane County; and

**WHEREAS**, the Lane County Board of Commissioners has authorized the acquisition of the property; and

**WHEREAS**, due diligence of the property is underway; and

**WHEREAS**, the sale and conveyance of the property requires the Board’s final approval.

**NOW, THEREFORE, the Board of Directors resolves and directs the following:**

1. The Board finds that in its judgment the property is no longer needed for school purposes; and
2. The Board authorizes and approves the sale and conveyance of the real property to Lane County for \$2,950,000.00; and
3. The board delegates authority to the Superintendent and the Superintendent’s designee to negotiate on behalf of the district, to execute and deliver all documents, deeds and other instruments necessary, and to take any other action as may be advisable, convenient or necessary, to effectuate the sale and conveyance of the property to Lane County, without further action by the Board; and

4. The Board approves and ratifies all actions taken, and documents and instruments executed by the Superintendent or Superintendent's designee in connection with the sale and conveyance of the property.

**Adopted this 21<sup>st</sup> day of May 2025 by Board of Directors for the Eugene School District 4J.**

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**Jenny Jonak, Board Chair**  
**Board of Directors, Eugene School District 4J**



## **ITEM FOR ACTION–CONSENT AGENDA**

### **Date of Meeting**

May 21, 2025

### **Title**

Designate Agent for Contract Negotiations

### **Presenter**

Interim Superintendent Colt Gill  
General Counsel Christine Nesbit

### **Background**

Since approximately May 2022, the Board has relied on CDR Labor Law to provide successor contract negotiation services. The District is now entering successor contract negotiations with the exclusive labor representative for substitute teachers.

Staff recommend that the Board formally designate CDR Labor Law as its representative for bargaining all successor contracts, including the substitute teacher contract. A formal designation by the Board will promote the district's interests by avoiding potential confusion over who is authorized to negotiate and sign tentative agreements on the Board's behalf.

The agent appointed by the Board will serve as the district's lead negotiator, will work with the Board and key staff, and will have the exclusive authority to enter into tentative agreements on the Board's behalf and recommend approval of the overall tentative agreements to the Board for ratification.

Approval of this motion will formally designate CDR Labor Law as the District's negotiations agent for all successor labor contract negotiations (EAST, OSEA, and EEA), until such time as the Board designates another representative, or ends or modifies the appointment of CDR Labor Law.

Sometimes the District needs to engage in labor negotiations during the term of a current collective bargaining contract. The Board has, and still does, empower and rely on the Superintendent or designee, to negotiate on the District's behalf in such cases. Approval of this motion will not change that.

### **Motion Recommended**

Move to designate CDR Labor Law as the individual designated representative of the District for purposes of collective bargaining all successor labor contracts.



## ITEM FOR ACTION – CONSENT AGENDA

### **Date of Meeting**

May 21, 2025

### **Title**

Approve the replacement of intercom technology at 4J sites that is end of life

### **Presenter**

Steve Menachemson

### **Background**

On November 6, 2018, voters approved Measure 20-297 “Bonds to Construct, Improve School Facilities, Address Safety, Overcrowding.” Included in this bond measure is a budget for clocks, intercom and bells.

On June 16 20121, the board approved the first round of spending for this work. This request seeks Board approval to continue with the replacement of core intercom technology including clocks and bells. This approach leverages existing intercom components to ensure a reliable and affordable replacement strategy.

If the Board declines to approve this purchase, it is possible that the systems will continue to fail, impacting the operation at 4J sites.

### **Recommendation**

The Superintendent recommends approval of the purchase of the equipment listed above at a cost of ~\$1.7M



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## ITEM FOR ACTION – CONSENT AGENDA

### **Date of Meeting:**

May 21, 2025

### **Title:**

Approve the Amergis Healthcare Staffing Contract for Nursing Services (2025-26)

### **Presenter**

Seth Pfaefflin, Director Student Services

Joy Maxwell, Student Health Services Supervisor

### **Background**

Over the last several years, the school district has noted a significant increase in students with serious and chronic medical needs enroll in the 4j school district. Student Health Services Department has one dedicated 4j nurse who manages the care for medically fragile and medically complex students who have feeding tubes or other specialized care needs. 4j has a number of students living with Type 1 Diabetes that depend on nursing care throughout their school day. In addition to 4j RNs providing care for these students, Student Health Services has been utilizing the services of several LPNs from agencies such as Amergis Healthcare to provide 1:1 nursing support (3.0 FTE) for our students who have a tracheotomy and may need life-saving interventions and care to breathe. Nearly all 4j school sites have students with diabetic needs. The most critical diabetic care normally occurs around the breakfast and lunch times at schools. School based 4j nursing staff are not able to address all the care needs of multiple students at multiple school sites during the same time periods every day (14 - 16 FTE). In addition to mealtime needs, students living with Type 1 Diabetes also need support throughout their day at school. Such times may include before or after recesses, increased exercise, PE, snack times, special events and before boarding their school bus at the end of the day. The 4j nursing staff cannot be in more than one location at the same to provide the support students need. Even with staggered lunches and other attempts to manage issues of time management, nurses cannot cover all the care for students living with diabetes with only the 4J nurses. 4j nurses are needed for so many other nursing tasks such as health planning and support for a myriad of other health conditions such as life- threatening allergies and seizures.

### **Options and Alternatives**

If the district does not provide sufficient nursing support for students who have critical medical needs, students may not be able to access their education.

### **Budget/Resource Implications:**

1. District 4J is able to take advantage of State of Oregon Price Agreement PO-[10700-00041756](#) between State of Oregon and Amergis Healthcare Staffing, fulfilling the District's public procurement requirements in excess of \$250,000, and;
2. Board approval for a contract exceeding \$250,000 required by board policy.

**Recommendation**

The Superintendent Recommends the District Continue to Utilize Amergis HealthCare Staffing Services to Augment District Health Services for our Most Critical Care Students.



This Education Master Services Agreement (hereinafter “Agreement”) is entered into on this **Effective Date** May 07, 2025, by and between **Eugene School District 4J** located at 200 N Monroe St Eugene, Oregon 97402, referred to in this Agreement as (“Customer”), and **Amergis Healthcare Staffing, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 10220 SW Greenburg Rd, Suite 570, Portland, OR, 97223, United States of America referred to in this Agreement as (“Amergis”). Customer or Amergis may be referred to herein as a “Party” or jointly as the “Parties.”

### RECITALS

**WHEREAS**, Customer operates a School located in Oregon and wishes to engage Amergis to provide personnel to supplement Customer’s staff;

**WHEREAS**, Amergis operates a staffing agency that provides supplemental healthcare staffing services to Customer; and

**THEREFORE**, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Customer and Amergis hereby agree to the following terms and conditions.

### ARTICLE I. DEFINITIONS

1.1. **Definitions.** As used in this Agreement, the following terms shall have the meanings specified below unless the context otherwise requires. Capitalized terms, acronyms and phrases used in the staffing industry (i.e. HR) and business process outsourcing services industries or other pertinent business context that are not defined will be interpreted in accordance with their then-generally understood meaning:

**“Assignment Confirmation”** is a document specifying additional details and Bill Rate for any individual Personnel matched for the Customer.

**“Bill Rate”** means the rates billed to Customer for services performed by Personnel pursuant to this Agreement, any Statement of Work, subsequent Amendment or any Assignment Confirmation.

**“On Call/Call Back Rates”** means those rates, as applicable and as more specifically set forth on the Assignment Confirmation, for hours where Personnel may be called back for previously unscheduled hours to the Work Site to perform assigned duties.

**“Behavior Intervention Plan” or “BIP”** is defined as a written improvement plan created for a student based on the outcome of the functional behavior assessment (FBA).

**“Contractor”** means either independent contractor(s) or legal entity(ies) being utilized by Amergis to provide Services. An Amendment to this Agreement will be executed if 1099 Contractors are requested to be provided to Customer.

**“Individual Education Program” or “IEP”** is a plan developed as required under the Individuals with Disabilities Education Act (“IDEA”) providing eligible students with special education and related services that is reasonably calculated to enable the student to make progress appropriate in light of the child’s unique circumstances.



**“Individual Health Plan” or “IHP”** is defined as a health plan focusing specifically on student(s)’ medical needs, it may contain physician orders. If the services for a student’s medical needs can be performed during the school day for the student to benefit from the education, the medical services may be incorporated into the 504 Plan or IEP.

**“Medical Services”** services provided by a licensed physician to determine a student’s medically related disability that results in the student’s need for a 504 Plan or an IEP. These services include determining the health or related services needed for a particular student, developing the plan, changes to the plan, and level of healthcare or professional required.

**“Out of School Time and Off-Site School Time Educational Services”** is defined as educational services that would be rendered outside of school time, whether that be after the school day or during any breaks in the school year, or any services rendered off-site during school time. These types of requests include school day length field trips, extended field trips surpassing the length of the school day, overnight field trips, weekend field trips, summer and weekend camps, one-day field trips.

**“Personnel”** means clinical and other school based professionals, behavioral, educational assistance, and instructional employees of Amalgis, providing temporary staffing services to Customer under Customer’s direction and control pursuant to the terms of this Agreement.

**“Placement”** is defined to mean where the student receives the school based services listed in the 504 Plan or the IEP.

**“Related Services”** means transportation and such developmental, corrective, and other supportive school based services as are required to assist a child with a disability to benefit from special education, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes.

**“School Health Services”** means health services that are designed to enable a child with a disability to receive FAPE as described in the child’s IEP. School health services are services that may be provided by either a qualified school nurse or other qualified person as requested by the Customer.

**“Services”** means collectively School Health Services, Special Education Services, and/or Related Services provided by Amalgis to Customer, as more specifically set forth herein.

**“Special Education Services”** means specially designed instruction to meet the unique needs of a child with a disability.

**“Supplies”** means any and all necessary supplies to be used in administering and/or providing Services to student(s), including, but not limited to personal protective equipment (“PPE”).

**“Travel-Expense Payment”** is an allowance paid to Travel Personnel per day or per diem for lodging, meals, and/or incidental expenses incurred when travelling.

**“Travel Personnel”** means Personnel providing Assignment Services whose home of record is greater than or equal to fifty (50) miles from the Work Site.



“**Week**”, pursuant to Section 6.1, “**Invoicing Week**” means a seven-day period beginning Sunday and ending Saturday. Amergis timekeeping considers all shifts as occurring completely on the day in which the shift begins.

“**Work Site**” means any location Customer assigns Personnel to render Services.

## ARTICLE II. TERM

**2.1 Term.** This Agreement will commence on the Effective Date and will continue for a school calendar year.

**2.2 Renewal.** This Agreement shall automatically renew at the end of the term for successive one (1) year terms unless either Party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such Party’s decision not to automatically renew this Agreement

## ARTICLE III. NATURE AND SCOPE OF SERVICES

### **3.1 Scope of Services.**

**(a) Staffing.** Amergis is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer’s management and supervision at a School Work Site or in an environment controlled by Customer, and as permissible by any applicable scope of practice law(s) or standards of nursing. Amergis will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, as requested in “Attachment A.” Services include School Health Services, Related Services, and/or Special Education Services. Amergis will provide Personnel specific to the requirements provided by the Customer, following receipt of the BIP, IEP, IHP or 504 Plan (the “Plan”), as applicable, from the Customer. Amergis will use its best efforts to provide Personnel who meet the qualifications as specified by the Customer and shall perform services in accordance with the terms of this Agreement. Customer shall provide Amergis with the skill level, experience and services to be provided by Personnel to any student(s), and details from the applicable Plan for School Health Services or Related Services, necessary to perform Services hereunder.

**(b) Out of School Time and Off-Site School Time Educational Services.** Customer may request Personnel to provide Services that would be rendered Out of School Time and Off-Site during School Time. Customer is responsible for overseeing and directing placement for the Out of School Time or Off-Site School Time Service if requested. Customer will provide supplies and resources needed to implement the requested Out of School Time and Off-Site School Time Services at its own expense. Customer is responsible for maintaining a safe environment for all Out of School Time and Off-Site School Time Services.

**(c) Changes.** From time to time, requests for additions, deletions, or revisions to this Agreement or the Statement(s) of Work may be made. The Party that wishes to make a Change shall deliver to the other Party a written request that contains as much detail as is reasonably practicable regarding the nature and scope of the Change and the fees associated with any proposed Change (each such request, a “**Change Request**”). The Parties shall work together to agree on the terms that will govern any Change, provided, however, that no Change shall be implemented until such time as the Parties agree to the applicable Change Request in writing. The Parties will negotiate in good faith to reach agreement on applicable development costs and/or operational fees, if any, that will apply to such Change.



**3.2 School Health Services Requirements.** Amergis will perform the screening for School Health Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

**3.3 Related Services or School Based Services.** Amergis will perform the screening for Related Services and Special Education Personnel who meet the criteria as indicated in Attachment “B” hereto.

**3.4 Special Education Services.** Amergis will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

**3.5 Amergis as Employer.** Amergis acknowledges and agrees that its Personnel are Amergis employees and shall be treated as such and not as employees of Customer. Amergis agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers’ compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Personnel whose Services are provided under this Agreement are employees of Amergis.

**3.6 Availability of Personnel.** The Parties agree that Amergis’ duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Amergis to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Amergis is unable to provide the modality of Personnel requested by Customer, Amergis will provide Customer with a higher skilled Personnel. Amergis will bill Customer at that Personnel’s fair market value rate for the modality provided.

#### **ARTICLE IV. SCHOOL WORK SITE REQUIREMENTS AND OBLIGATIONS**

**4.1 Plan Implementation.** Customer is responsible for the Medical Services provided to its students. Customer will provide supervision of Personnel for Services provided to any student with a medical disability. Customer will make available to Amergis and any Personnel the applicable Plan(s), as requested. Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student’s disability would allow for safe transport by Customer, and will make all determinations on Placement of Personnel to implement safe transport of both student(s) and Personnel. Customer shall provide all assessments and protocols to Amergis prior to Personnel accompanying a student for transport. Amergis reserves the right to deny a transportation request, in the event there is a concern for safety or other circumstances. In the event, Customer determines transport is safe, Customer shall orient Amergis Personnel on the transportation and emergency protocol(s).

**4.2 Orientation and Evaluation.** Customer will provide Personnel with orientation of Customer’s policies, procedures and School Work Site specific training. Customer will provide School Work Site specific emergency protocol training for all student’s with a medically related disability. Customer will perform evaluations of Personnel annually and provide documentation of the evaluation to Amergis. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Amergis to provide additional recourses for training and orientation.

**4.3 Supplies.** Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard produced by the Services and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.



**4.4 Float Policy.** Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer's requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

**4.5 Right to Dismiss.** If at any time Customer, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Amergis. Amergis will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Amergis and provide reasonable detail(s) for the dismissal. Customer will provide Amergis with any reports it provides to any governing oversight agency(ies) as a result of Amergis Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation(s).

**4.6 Work Environment and OSHA.** Customer will provide a clean and properly maintained workspace(s) for Amergis to conduct the Services that will enable Amergis to safely provide Services to student(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Amergis will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Services provided under this Agreement.

**4.7 Notification of Incidents and Claims.** Customer agrees to notify Amergis of any incident involving Amergis Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Amergis documentation of any investigation conducted. Amergis and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

**4.8 MaxView.** The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Amergis reserves the right to utilize MaxView, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via MaxView. Customer will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. Customer approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between Customer and Amergis; notwithstanding this, Customer and Amergis agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

## **ARTICLE V. HIRING OF PERSONNEL**



**5.1 Non-Solicitation.** To the extent allowed by applicable law, for a period of twelve (12) months following the date on which any Personnel either: (i) interviewed with Customer for purposes of Customer qualifying a candidate or applicant for a role or position or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Customer agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided or introduced by Amergis during the term of this Agreement. Customer understands and agrees that Amergis is not an employment agency and that Personnel are assigned to the Customer to render temporary service(s) and are not assigned to become employed by the Customer. Customer further acknowledges and agrees that there is a substantial investment in business related costs incurred by Amergis in recruiting, onboarding, training, and employing Personnel, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Personnel. In the event that Customer, or any Customer affiliate, subsidiary, department, division, School Work Site, or any other agent of Customer or agent acting on behalf of Customer solicits, hires, or employs any Personnel, Customer will be in material breach of this Agreement.

**Section 5.2 Conversion Fee.** With advanced written notice of thirty (30) business days, Customer may hire or contract with any Amergis Personnel provided by Amergis once each Personnel has completed a minimum number of hours of work for Customer through Amergis, according to the Conversion Tables below:

Tiers:	Staff Type:	Temp-to-Perm Hour Requirement:
Tier 1	School Aide/Behavior Technician	910 Hours
Tier 2	Special Education Teacher, General Education Teacher, RN, LPN, CNA, Social Worker, SLP, PT, OT, COTA, PTA, Teacher for Deaf and Hard of Hearing, Orientation and Mobility Specialist, School Psychologist, Teacher for Visually Impaired, Sign Language Interpreter	1,440 Hours

Aggregate Hours Worked By Tier 1 Personnel	Conversion Fee
After Completions of 0 – 180 hours	25% of annualized starting salary
After Completions of 181 – 360 hours	20% of annualized starting salary
After Completions of 361 – 540 hours	15% of annualized starting salary
After Completions of 541 – 720 hours	10% of annualized starting salary
After Completions of 721 - 910 hours	5% of annualized starting salary
After Completions of 911 hours or more	0% of annualized starting salary

Aggregate Hours Worked By Tier 2 Personnel	Conversion Fee
After Completions of 0 – 280 hours	25% of annualized starting salary
After Completions of 281 – 560 hours	20% of annualized starting salary
After Completions of 561 – 840 hours	15% of annualized starting salary
After Completions of 841 – 1,120 hours	10% of annualized starting salary



After Completions of 1121 - 1440 hours	5% of annualized starting salary
After Completions of 1441 hours or more	0% of annualized starting salary

Amergis Personnel’s annualized salary is calculated with the following equation: Weekday Hourly Bill Rate x 1,440 Hours.

**5.3 Breach of Conversion of Personnel Section.** In the event that Customer hires or contracts with any Personnel but does not notify Amergis, the Placement Fee that applies is the lesser of 150% of the amount set forth above or the highest amount allowed by applicable law.

**5.4 Compliance with Staffing Laws.** Amergis and Customer acknowledge that certain states have enacted, and in the future may enact, laws, rules and regulations governing Amergis, Customer and/or the Services contemplated by this Agreement (collectively, “State Staffing Laws”). Accordingly, the terms of the Agreement are hereby amended to the extent necessary to comply with applicable State Staffing Laws and any terms contrary to such State Staffing Laws are deemed void and unenforceable. If Customer has Worksites located in multiple states, the laws of the state in which that Worksite resides shall determine whether any State Staffing Law applies to such Worksite.

**ARTICLE VI. INVOICING, PAYMENT, AND TAXES**

**6.1 Invoicing.** Amergis will supply Personnel under this Agreement at the rate(s) listed in the Statement of Work or Assignment Confirmations for this Agreement. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon Timecard Application.

Invoicing E-mail: whitney\_k@4j.lane.edu  
 Invoicing Contact: Kristi Whitney  
 Invoicing Address: 200 N Monroe St, Eugene, OR 97402

**6.2 Payment.** All amounts are due and payable within thirty (30) days from the date of invoice. Amergis’ preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. Amergis reserves the right to accept or deny payment via credit card on a case-by case basis. Customer will be responsible for an additional surcharge of the lesser of 4% or the maximum amount allowed under applicable law for administrative/processing fee on all accepted payments made via credit card. If any portion of an amount billed by Amergis under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Amergis of the amounts it disputes (“Disputed Amounts”) upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

**6.3 Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to



an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

**6.4 Annual Rate Increases.** Customer agrees to and accepts annual rate increases at the percentage listed on “Attachment A” of this Agreement.

**6.5 Customer Bankruptcy or Insolvency.** Customer agrees that in the event Customer files bankruptcy, (i) to the extent Amergis pays the salary and other direct labor costs of Personnel it provides to Customer and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by Customer to Amergis prior to bankruptcy, and/or (ii) Customer is the assignee of claims held by such Personnel against Customer for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then Amergis has a claim against Customer in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by Customer are released.

**6.6 Assurances.** In the event Amergis in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Amergis may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Amergis may apply to outstanding invoices in the event that Customer fails to timely pay such invoices. Customer agrees to provide the requested prepayment deposit within five (5) days. In the event that Amergis applies the prepayment deposit in accordance with this Section at such time that concern about Customer’s impending insolvency remains, Customer agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

**6.7 Transaction Taxes.** Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Amergis. If Customer provides Amergis with a valid tax exemption certificate in accordance with local laws covering the Services provided by Amergis, Amergis will not collect Transaction Taxes.

## ARTICLE VII. RELATIONSHIP OF THE PARTIES

**7.1 Independent Legal Entities.** Amergis and Customer are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither Amergis nor Customer nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

**7.2 Use of Contractors.** Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC in accordance with Article IX hereof; or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement. Amergis will ensure that any Contractor Personnel provided to Customer by a Contractor will comply with the Personnel Requirements set forth in Section 3.2 and timely perform Services under this Agreement.

**7.3 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party’s policies and procedures. A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that



compete with his/her/their ability to provide Services to or on behalf of Amergis or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

## ARTICLE VIII. TRAVEL DELIVERY AND ADDITIONAL OFFERINGS

**8.1 Travel Delivery Services.** In addition to the Services outlined herein and any applicable Statement of Work, Amergis can provide travel delivery services through its national delivery hubs.

**8.2 Travel Personnel Coordination.** Amergis will be solely responsible for coordinating Travel Personnel's travel assignments to Customer including housing, payroll, and related functions. Amergis reserves the right to cancel the term of Travel Personnel with written notification to Customer. Amergis will endeavor to provide a qualified replacement for cancelled Travel Personnel within fourteen (14) days from the date of notification.

**8.3 Travel Personnel Expense Reimbursement.** The rates paid to Amergis by Customer for Travel Personnel include amounts to reimburse Amergis for Travel-Expense Payments Amergis makes to Travel Personnel. Amergis will provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.

**8.4 Per Diem Personnel.** Customer will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by Customer to Amergis at the time of the initial call.

**(a) Per Diem Personnel Short-notice Requests.** Amergis will bill Customer for the entire shift if an order for Per Diem Personnel is made less than two (2) hours prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.

**(b) Per Diem Personnel Order Cancellation.** If Customer changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, Amergis will bill Customer for two (2) hours at the established fee for each scheduled Per Diem Personnel. Amergis will be responsible for contacting Per Diem Personnel prior to reporting time.

## ARTICLE IX. ASSIGNMENT OR SUBCONTRACTING

**9.1 Assignment or Subcontracting.** Amergis can assign or subcontract this Agreement with written notice to Customer. Should Customer request Locum Tenens providers from Amergis, the Parties shall enter into a separate Agreement, Statement of Work for Locum Tenens coverage, or Assignment Confirmation to define the scope and duration of Contractor Assignments.

**(a) Sunburst.** The Parties may agree to utilize Amergis' in-house workforce solution, Sunburst, by mutual written agreement ("MSP Opt-In"), after which Attachment "C" shall take effect and govern the scope of work for the managed service provider offering ("MSP"). For the purpose of this Section, email correspondence between the Parties indicating mutual intent to utilize Sunburst shall be sufficient to effectuate the MSP Opt-In. In absence of such MSP Opt-In, Attachment "C" shall not take effect.

**(b) Locum Tenens division.** Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC ("Locum Tenens division"); or (ii) in the event Customer



makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement.

#### ARTICLE X. INSURANCE

**10.1 Amergis Insurance.** Amergis will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering temporary staffing Services provided by Personnel. Amergis will provide a certificate of insurance evidencing such coverage upon written request by Customer.

**10.2 Customer Insurance.** Customer will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Customer will give Amergis prompt written notice of any material change in Customer coverage. Customer shall name Amergis as an additional insured on its general liability policy.

#### ARTICLE XI. INDEMNIFICATION

**11.1 Indemnification by Amergis.** Amergis agrees, at its own expense, to indemnify, defend, and hold harmless Customer and its parent, subsidiaries, Affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

- (a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Amergis' employees' negligent acts or omissions in the performance of Services under this Agreement; or
- (b) any breach by Amergis of Section 3.2 or Section 3.3.

**11.2 Indemnification by Customer** – Customer agrees, at its own expense, to indemnify, defend, and hold harmless Amergis and its parent, subsidiaries, affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

- (a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Customer's employees' negligent acts or omissions in the performance of Services under this Agreement; or
- (b) any Transaction Taxes levied, assessed, or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Customer.

**11.3 Indemnification Procedures** – The Party seeking indemnification under this Article XI (the “**Indemnified Party**”) shall notify the other Party (the “**Indemnifying Party**”) promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or



settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.

#### **ARTICLE XII. LIMITATION OF LIABILITY**

**12.1 Limitation on Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**12.2 Cap on Damages.** THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE SUM OF ALL FEES PAID OR PAYABLE TO AMERGIS BY CUSTOMER UNDER EITHER THE APPLICABLE STATEMENT OF WORK OR FOR SERVICES RENDERED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE, WHICHEVER IS LESS. MULTIPLE CLAIMS UNDER THIS AGREEMENT WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.

#### **ARTICLE XIII. DISPUTE RESOLUTION**

**13.1 Dispute Resolution.** Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

**13.2 Dispute Resolution Process.** To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

**13.3 Inability to Resolve.** If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

#### **ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA**

##### **14.1 Confidentiality.**

(a) **Amalgis/Customer Information.** The Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information, which may be considered confidential or trade secret information (collectively "Information") such that a Party may derive independent economic value, actual or potential, from the Information not being generally known to



the public or to other persons or entities, which are not a party to this Agreement. This Information may include, without limitation, information with respect to the Party's customers, vendors, cost structure, and/or business strategy, or business methods at any time used, developed, or disclosed by the Party. Each of the Parties agree that neither it, nor its staff shall, at any time either during or subsequent to the termination of this Agreement, disclose the Information to others, use, copy, or permit the Information to be copied, except pursuant to duties for or on behalf of the other Party as defined within this Agreement. A Party may disclose the Information pursuant to a governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar request, provided that the other Party promptly notifies the non-disclosing Party, in writing of such request or demand for disclosure, and no later than within forty-eight (48) hours of receipt of such request, so that the non-disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Information.

- (b) **Disclosure of Amergis/Customer Partnership.** From time to time, Amergis lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Amergis may disclose the partnership between Amergis and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Amergis /Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.
- (c) **Student Information.** In the event that Amergis receives student information, which may include student financial or medical information (collectively "Student Information"), Amergis shall not disclose any Student Information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Amergis, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Amergis may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If Amergis is provided access to students' records, Amergis shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Amergis shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Amergis reserves the right to retain any Student Education Records for the length of time necessary to meet Amergis' contractual and legal commitments.

**14.2 Data Security.** Customer will be responsible for establishing and overseeing all access, maintenance, and transmission of Customer and Student data and information, including privacy and security measures required under Law, which may further be needed to maintain and protect the security of all Customer computer systems, networks, and/or data related to the Services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer's privacy and security measures and processes, including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

Customer acknowledges and understands and agrees that no Personally identifiable information ("PII") or Protected Health Information ("PHI") PHI will be relayed, transmitted, or otherwise provided to or stored by Amergis or Amergis Personnel, unless necessary to be provided in performance of Services under this Agreement.



Customer further acknowledges that it will provide Amergis with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Amergis, its directors, officers, shareholders, employees, and agents from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent handling of PII or PHI, including the unauthorized use, access, or disclosure by Customer, its employees, agents, and subcontractors.

**14.3 Aggregate Statistical Usage.** Customer acknowledges and agrees that Amergis will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism, such data does not contain student data or identifying student information. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Amergis shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Amergis, Amergis Personnel, and Contractors affiliated with Amergis under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Amergis customers, so as to be non-specific to any individual Customer.

**14.4 Survival.** All obligations set forth in this Article XIV shall survive the termination of this Agreement.

#### **ARTICLE XV. TERMINATION**

**15.1. Termination for Convenience.** Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

**15.2. Termination for Cause.** If payment default occurs, Amergis may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

**15.3 Post Termination Obligations.** Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

#### **ARTICLE XVI. GENERAL TERMS**

**16.1 Non-discrimination.** Neither Amergis nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

**16.2 Compliance with Laws.** Amergis agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state, or local laws and regulations or applicable accrediting body standards are modified, Amergis reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

**16.3 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.



**16.4 Assignment of Agreement.** Customer may not assign this Agreement without the prior written consent of Amergis, and such consent will not be unreasonably withheld. Amergis may assign this Agreement without consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Amergis, and/or (iii) a name change by Amergis.

**16.5 Attorneys' Fees.** In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for Services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs, and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

**16.6 Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

Eugene School District 4J  
200 N Monroe St,  
Eugene Oregon 97402

Amergis Healthcare Staffing, Inc.  
7223 Lee DeForest Drive  
Columbia, MD 21046  
ATTN: Contracts Department  
Email copy to: [contracts@amergis.com](mailto:contracts@amergis.com)

ATTN: Joy Maxwell

COPY TO:  
Amergis Healthcare Staffing, Inc.  
10220 SW Greenburg Rd, Suite 570, Portland,  
OR, 97223, United States of America  
ATTN: Joshua Flaig

**16.7 Headings.** The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.

**16.8 Merger.** This Agreement constitutes the entire contract between Customer and Amergis regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. All terms of a later signed Agreement will supersede a prior signed Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

**16.9 Amendment.** No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 3.1(a), Section 16.2, and Attachment(s).



**16.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful, and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.



Customer and Amalgis have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the Effective Date set forth above.

EUGENE SCHOOL DISTRICT 4J

AMERGIS HEALTHCARE STAFFING, INC.:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**STATEMENT OF WORK  
ATTACHMENT "A"**

1. **Scope of Services.** Amergis is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer’s management and supervision at a Work Site or in an environment controlled by Customer. Upon Customer’s request for supplemental personnel, Amergis will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.
2. **Length of Assignment.** Personnel will be assigned to the Customer specified Work Site(s) exclusively for at least 90 days or 13 weeks. If Per Diem Personnel are requested, Customer and Amergis will use commercially reasonable efforts to document the length of the assignment(s) in a Customer Assignment Confirmation.
3. **Personnel Requirements and Screening.** Amergis will supply Customer with Personnel who meet the criteria set forth in the Assignment Onboarding Attachment “B”. Amergis will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Customer.
4. **Interview.** Customer may request to conduct a telephone interview with any Personnel candidate prior to the Services commencing. If Customer requests a face-to-face interview for Travel Personnel, Amergis will bill Customer for cost of travel, lodging, and reasonable per diem expenses.
5. **Bill Rates.** Bill Rates are agreed to between the Customer and Amergis for the following positions. If Customer and Amergis execute a subsequent Assignment Confirmation(s) per individual Personnel the Bill Rates in the Assignment Confirmation will apply to the named Personnel therein and for the timeframe indicated.

<b>Positions</b>	<b>Local Rate (per hour)</b>
BCBA	\$90.00
Behavior Technician	\$50.00
Certified Nursing Aide	\$50.00
Counselor	\$70.00
Custodial Worker	\$40.00
Certified Occupational Therapy Assistant	\$70.00
General Education Teacher	\$75.00
Licensed Practical Nurse	\$65.00
Occupational Therapist	\$95.00
Orientation and Mobility Specialist	\$95.00
Paraprofessional	\$45.00
Physical Therapist	\$95.00



Physical Therapy Assistant	\$70.00
Registered Nurse	\$80.00
School Psychologist	\$100.00
Sign Language Interpreter	\$75.00
Social Worker	\$75.00
Special Education Teacher	\$85.00
Speech Language Pathologist	\$100.00
Speech Language Pathologist – CFY	\$85.00
Speech Language Pathologist – Virtual	\$85.00
Speech Language Pathologist Assistant	\$65.00
Teacher for Deaf and Hard of Hearing	\$95.00
Teacher for Visually Impaired	\$95.00

\*The Travel Bill Rate (per hour) includes reimbursement by Customer for Travel-Expense Payments Amalgis makes to Travel Personnel.

6. **Out of School Time and Off-Site School Time Educational Services.** Rates charged for educational services rendered outside of school time or off-site during school time will be in accordance with the local and/or state regulatory wage laws. Overtime Rates are also charged for all hours worked in excess according to applicable state law.
7. **Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, Bill Rates for all modalities listed above will be increased by three percent (3%) of Bill Rate(s).
8. **Weekend Rates.** Customer and Amalgis may agree in individual Assignment Confirmations to Weekend Rates that differ from the Bill Rate. As applicable, Weekend Rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.
9. **Orientation.** Bill Rate(s) will be billed for all time spent in required Customer orientation.
10. **Overtime.** Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Bill Rate for such hours, unless applicable state law requires a different multiplier.
11. **Holidays.** Holiday Rates will apply to all hours worked in the time period beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday Rate is a one and one-half times (1.5x) multiplier of the Bill Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

12. **Work Site.** This Statement of Work and underlying Agreement shall apply to the following Work Site(s) or Customer locations:



13. **Invoicing.** Amergis will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. The specified contacts for individual Work Sites is set forth below:
  
14. **Changes.** Pursuant to Section 3.2 of the Agreement, the Parties agree that Changes may be made to this Statement of Work by execution of a subsequent Statement of Work(s) or Assignment Confirmation(s), or Change Request.
  
15. **On Call.** Hours for Personnel that are placed on call will be invoiced to Customer at the “On-Call Hourly Rate” as specified in herein, if applicable, and if called in will be billed at the overtime rate, unless a greater rate such as double time must be used under federal and/or state law.
  
16. **Construction.** Except as expressly set forth by this Statement of Work, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in this Amendment to the Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this Statement of Work.



**ATTACHMENT "B"**  
**PRE-ASSIGNMENT SCREENING**

- a. **School Health Services, Related Services, and Special Education Personnel Requirements.** Amalgis will supply Customer with School Health Services, Related Services and Special Education Services Personnel requested in Attachment "A" who meet the following criteria, if the role involves the provision of health and mental health services. These roles include, but are not limited to: RN Certified Nurse, RN, LVN/LPN, BCBA, Behavior Tech, Occupational Therapist, Occupational Therapy Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Amalgis will:
- a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
  - b. Verify current license, registration, or certification for the Services to be provided, if applicable to role;
  - c. Verify skills checklist of competencies for the position and exam;
  - d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, in accordance with state regulations;
  - e. Verify relevant professional and specialty experience, as requested by Customer;
  - f. Confirm Personnel are authorized to work;
  - g. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- b. **Education Personnel Requirements.** Amalgis will supply Customer with requested school based professional Personnel as detailed in the Statement of Work performing school based services who meet the following criteria. These roles include but are not limited to the following: Special Education Teacher, Social Worker, School Counselor, Sign Language Interpreter, Admin Teacher Orientation and Mobility, Behavioral Classroom Aide (WA), Speech Language Pathologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Amalgis will:
- a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
  - b. Receive proof of previous employment;
  - c. Verify, license, certification or certification, if applicable to the role;
  - d. Verify relevant professional and specialty expertise as requested by Customer;
  - e. Confirm Personnel are authorized to work;
  - f. Perform federal exclusion checks including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- c. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening, which may include fingerprinting, for Amalgis Personnel, Customer shall provide Amalgis with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Providing first day instructions for Amalgis Personnel following Customer required background screening will constitute a "Clear" status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.



**Attachment "C"**  
**Workforce Solution Addendum**

This Workforce Solution Addendum ("Addendum") takes effect as of the date of the MSP Opt-In, as described in the Education Master Services Agreement ("Agreement") between Customer and Amergis, the terms of which are expressly incorporated herein.

- a. **Scope of Services.** Customer wishes to utilize Amergis Healthcare Staffing, Inc.'s workforce solution, Sunburst ("MSP"), to centralize and consolidate the management services of its temporary school-based professionals ("Contract Workers"). Customer agrees that all providers of temporary staffing services ("Staffing Suppliers") inquiring to provide healthcare-related, school-based staffing services ("Staffing Services") to Customer will be overseen by MSP. Customer shall notify incumbent Staffing Suppliers 1) to work with MSP to obtain necessary program information and onboarding documentation from MSP; and 2) that all communication regarding day-to-day activity and will be conducted between MSP and Customer. MSP will establish a program management team consisting of MSP personnel to be Customer's central point for all matters relating to Customer's staffing needs.
- b. **MSP Services.** The MSP Services provided by MSP to Customer will generally consist of:
  - 1. Identifying strategic Staffing Suppliers for Customer's educational, healthcare and administrative staffing needs;
  - 2. Contracting with Staffing Suppliers;
  - 3. Providing a web-based application software program ("System") to automate the process by which Contract Workers are requisitioned from Staffing Suppliers;
  - 4. Onboarding Contract Workers and providing assignment details;
  - 5. Coordinating with Customer regarding Staffing Suppliers;
  - 6. Verifying each Staffing Supplier has uploaded onboarding documentation;
  - 7. Maintaining accurate and complete statuses; and
  - 8. Validating submission of electronic timecards.
- c. **Purchasing Agent.** MSP will act as Customer's purchasing agent. As Customer's purchasing agent, MSP will enter into Staffing Supplier Agreements with Staffing Suppliers to Provide to Staffing Services to Customer under terms that are substantially the same as those in the Education Master Services Agreement.
- d. **Onboarding and Orientation.** MSP will participate in a review of all Staffing Supplier work progress and satisfaction of any onboarding and orientation requirements set forth in the Education Master Services Agreement, which may be updated/modified by Customer in the System.
- e. **Rates.** Charges will be based on a Customer approved hourly bill rate at the time an order for Contract Worker(s) is posted via the System. Bill rates are subject to change at time of order posting based on Customer Approval. Customer and MSP reserve the right to add additional modalities/positions if needed and agreed upon. All orders for Contract Workers will be submitted through the System.
- f. **Incident Reporting.** Customer agrees to notify MSP of any incident involving Contract Workers within forty-eight (48) hours of its occurrence. Customer agrees to provide MSP with documentation of any investigation conducted related to Contract Workers and/or the Staffing Services.
- g. **Consolidated Invoices.** All Staffing Supplier invoices are consolidated as a part the MSP Services. MSP will issue



consolidated invoices to Customer on a weekly basis (or on a less frequent basis if requested by Customer). Customer will remit payment for uncontested invoices in a timeframe consistent with the Education Master Services Agreement.

- h. Taxes.** Bill Rates do not include any applicable Transaction Taxes. Customer is responsible for any applicable Transaction Taxes and, if applicable, shall pay or reimburse MSP for Transaction Taxes as a result of, relating to, or in connection with this Addendum (including with respect to Transaction Taxes required to be forwarded by MSP to Staffing Suppliers in connection with their provision of Staffing Services). If Customer provides MSP with a tax exemption certificate in accordance with local laws that covers the MSP Services provided by MSP, MSP will not collect Transaction Taxes if the tax exemption certificate is valid. The rates paid to Suppliers for Travel Personnel include amounts to reimburse Suppliers for Travel-Expense Payments made to Travel Personnel. Suppliers shall provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.
- i. MSP Fee.** MSP will provide MSP Services at no direct cost to Customer. MSP's administrative fee for MSP Services will be funded by participating Staffing Suppliers.
- j. Aggregate Statistical Usage.** Customer acknowledges and agrees that MSP will collect data related to the performance of the Staffing Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Customer acknowledges and agrees that MSP shall have the perpetual right to use and disclose the data collected relating to the Services, in any manner, as long as any data collected is done on an aggregate basis, with Customer's data aggregated so as to be non-specific to Customer or including any personally identifiable information of an individual.



## ITEM FOR INFORMATION

### **Date of Meeting**

May 21, 2025

### **Title**

Kelly Middle School Continuous Improvement Plan (SCIP) Goal #1: Progress update

### **Presenter**

Tanner Faris—Teacher leader  
Tim Everett—Teacher leader  
Leah Cruzen—Teacher leader  
John Wayland--Principal

### **Background**

*Kelly MS SCIP Goal #1: We will implement Equitable Grading practices as a means to provide timely communication with parents and students and improve outcomes for students who have historically been underserved in school.*

We set this goal after completing an ORIS needs analysis led by Assistant Principal Sarah Prater.

Teams of teachers visited Ashland Middle School, where they practice standards-based, proficiency grading as a component of equitable grading.

Our building PD has been pointed toward building staff capacity and collaborative actions to implement best-practices for equitable grading.

We assigned grant funds to provide release time for teacher collaboration, and our teacher leadership plan is organized with roles and teams to support each of our SCIP Goals.

At this time, 20 of 28 teachers provide proficiency grading information through Canvas and Synergy to students and families.

# **Clarity and Consistency on Kelly Middle School's Report Card**

How to change the grading scheme to support students and families

# Introduction to Proficiency Based Grading

- Proficiency-based grading leads to more focused teaching.
- It paves the way for students to take ownership of their learning.
- It is bias-resistant, accurate, and motivational.
- It allows students to try as many times as they need until they understand, supporting a growth mindset.

42

“Grades should be based on reliable evidence of a student’s content understanding.”

# Gross Motor Skills

## Domain: Gross Motor Development – Early Toddler (18 months)

### Standard GMD.1 – Locomotor Movements

**GMD.1.1** – Walks independently across a variety of surfaces with developing balance and control.

### Standard GMD.2 – Balance and Coordination

**GMD.2.1** – Transitions from sitting or squatting to standing without using hands for support.

### Standard GMD.3 – Object Manipulation with Gross Motor Involvement

**GMD.3.1** – Throws a small ball forward using both arm and body movements with emerging aim.

### Standard GMD.4 – Spatial Awareness and Motor Planning

**GMD.4.1** – Climbs onto and down from low furniture independently, demonstrating basic motor planning

**Domain:** Gross Motor Skills

**Standard:** “I can walk independently across a variety of surfaces”

1. Beginning



2. Developing



3. Approaching



4. Proficient



5. Extending



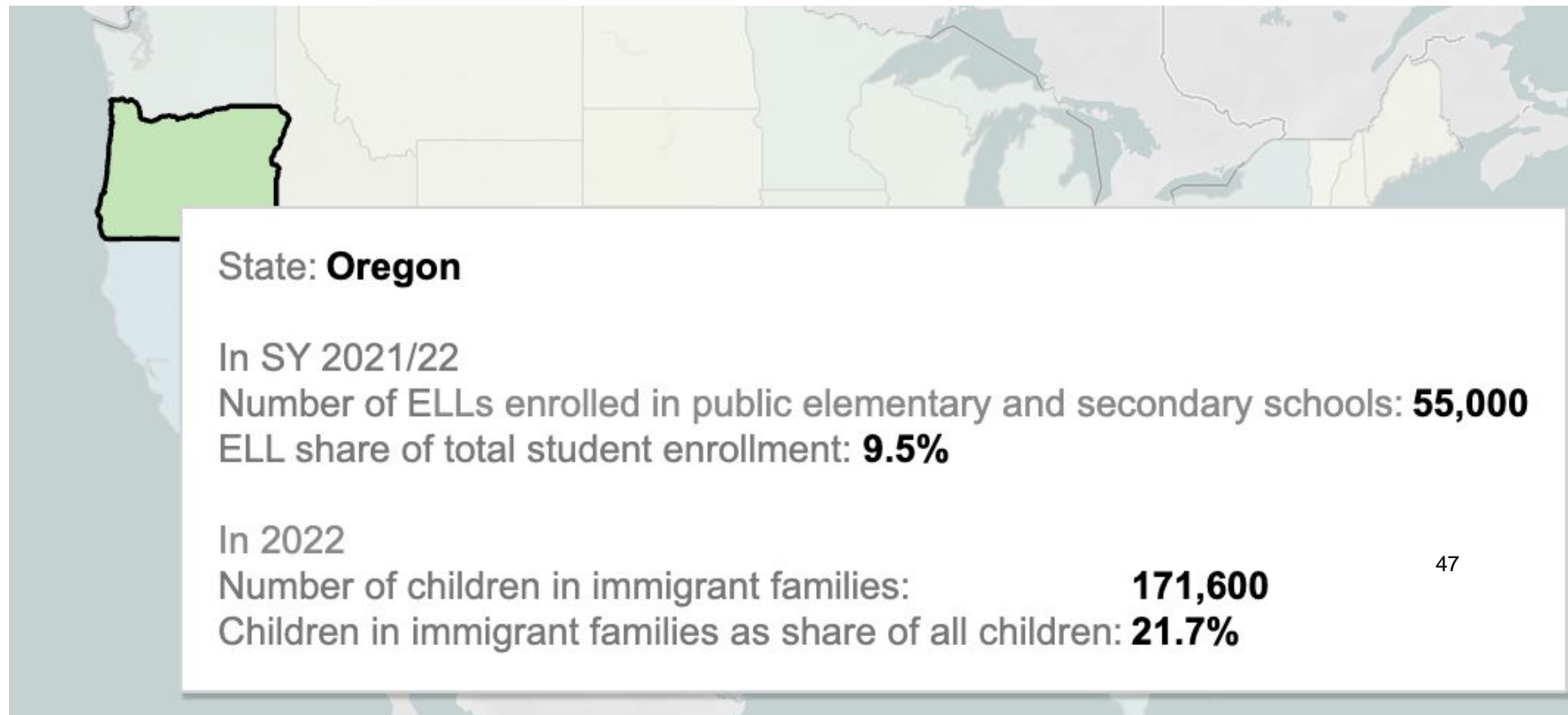
# Gross Motor Skills Report

1. **Am I reporting what the child can currently do with consistency and independence?**  
→ **Or** am I averaging early struggles with recent progress, which could hide how far they've come?
2. **Does this summary reflect the child's learning journey—across multiple chances, settings, and attempts?**  
→ **Or** am I basing it on a one-time performance that may not reflect their typical ability?
3. **Am I using evidence of learning to guide support and celebrate growth?**  
→ **Or** am I using grades to label or sort before the child has had enough time to develop the skill?
4. **Am I focusing on meaningful indicators of development—like balance, coordination, and control?**  
→ **Or** am I letting unrelated things—like how quickly they followed directions, how quietly they waited, or whether they cleaned up afterward—influence how I judge their motor skill progress?

# Proficiency-Based Academic Report

1. **Am I reporting the student's most current level of understanding and skill?**  
→ **Or** am I averaging scores over time, which could under-represent recent learning?
2. **Does this grade reflect the student's growth through multiple learning opportunities?**  
→ **Or** is it based on a single test or assignment that doesn't tell the full story?
3. **Am I using assessment to inform instruction and encourage improvement?**  
→ **Or** am I assigning grades that stop the conversation about learning?
4. **Am I grading based on the standard and meaningful indicators of mastery for each level—what the student knows and can do?**  
→ **Or** am I letting non-academic factors—like extra credit, late work, or neatness—distort the picture of their mastery?

# ELD Lens



Proficiency grading is beneficial for EL students in two main ways:

- It combats racial, linguistic, and cultural bias.

- It takes language out of the equation and shows what students actually understand.

<https://www.migrationpolicy.org/programs/migration-data-hub>

# SPED Lens

Proficiency-based grading is better for SPED students as well, in that it promotes soft skills development for all students:

- working collaboratively
- time management
- project planning
- making decisions
- completing responsibilities

Self regulation and goal-setting are a major focus

Considering individual readiness and developmental variability, and avoid labeling a child “behind” when they may simply be developing at their own pace

# Main challenges

Canvas as a system has many shortcomings.

- Percentages coming through on grades in the mobile app.
- Inputting outcomes (standards) into the gradebook is incredibly time-consuming.

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Parent involvement and understanding.

- This process includes education of parents and all stakeholders.

Consistency throughout the building.

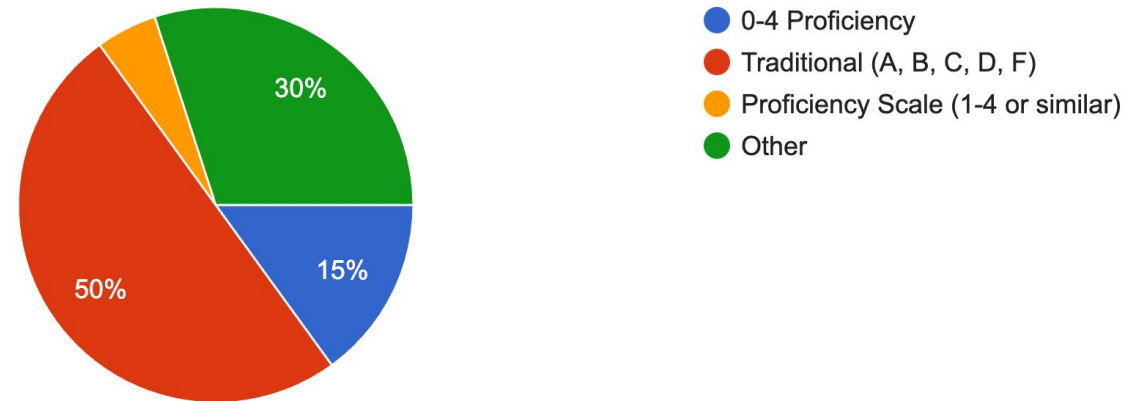
- This process will be easier if all teachers commit to proficiency-based grading.

# What our building is doing

- Ongoing professional development for our staff.
- Agreements to move toward proficiency-based grading.
- Common-language agreements to ensure ease of understanding for our parents and students.

Which grading scheme do you currently use in Canvas?

20 responses

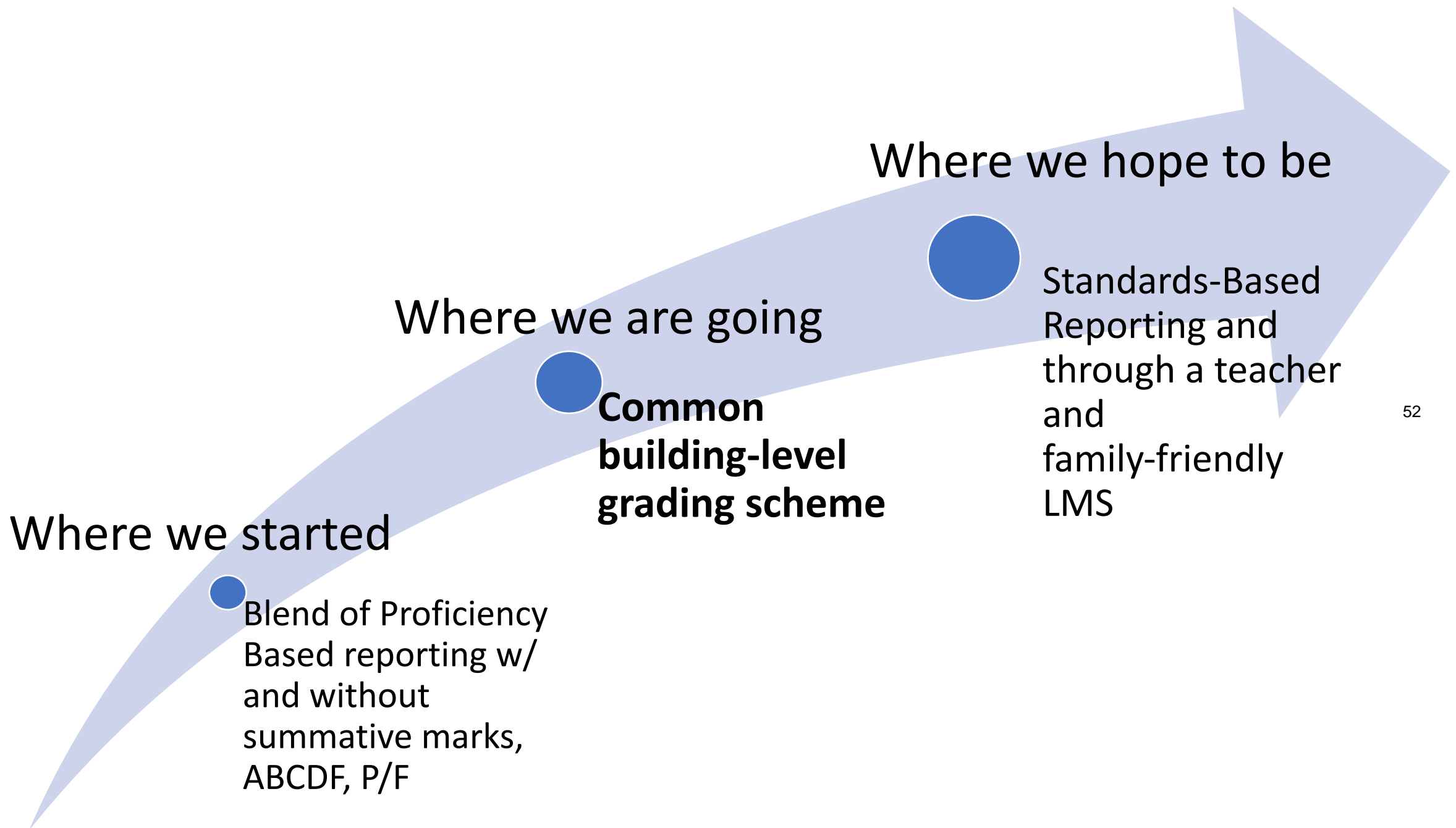


# Selected teacher feedback from the survey

Also, I've read the Grading for Equity book and I understand how traditional grading harms students, so **I know what we shouldn't be doing, and I am motivated to change things. But figuring out exactly what I should be doing is taking some time** - especially teaching these classes for the first time. Thanks for your understanding that we are all in different places figuring out how to implement these ideas.

I believe I just need to give myself time to futz with Canvas to work it all out.

I would like a school wide agreement on proficiency language, number of columns in rubrics and so our grades look similar.



# Where we started

Period	Course ID	Course Title	Q1F	S1P	Teacher	Days Absent	Periods Tardy	
0	NMC101GY5	Adv-YL		P	Salgado Nolasco, A.	2.00	0.00	
	Comment(s)	Student show initiative Student is a pleasure to have in class Student has a positive attitude						
1	NLA035I2	LA 7 Immer		NrPr	Salgado Nolasco, A.	2.00	0.00	
	Comment(s)	Student has good organizational skills Student shows creativity Student is a pleasure to have in class						
2	NSP050I4	SpanImm7		Prof	Harshbarger, G.	2.00	1.00	
	Comment(s)	Please see Canvas for grading details (0-4 Proficiency Scale). Consulte Canvas para obtener detalles de calificación (escala de competencia de 0 a 4).						
3	NAR187G3	Art 7		A	Bonner, F.	2.00	1.00	
	Comment(s)	Student shows creativity Student is a pleasure to have in class Participates well and responds to guidance, showing improvement. Participa bien y responde a las orientaciones, mostrando mejoría.						53
4	NSS437I1	SS 7 Immer		Prof	Harshbarger, G.	2.00	1.00	
	Comment(s)	Please see Canvas for grading details (0-4 Proficiency Scale). Consulte Canvas para obtener detalles de calificación (escala de competencia de 0 a 4).						
5	NSC237G1	Science 7		C	Moore, E.	3.00	0.00	
	Comment(s)	Student is a pleasure to have in class Student has a positive attitude Student is cooperative and reliable						
6	NMA037G1	Math 7		P	Faris, T.	4.00	1.00	
	Comment(s)	1. Beginning, 2. Developing, 3. Approaching, 4. Proficient, 5. Extending  Identifying Scale Factor: 4 Drawing Scale Copies: 4 Identifying proportional relationships: 3 Writing proportional equations: 4  Thanks for retaking Unit 1 MC						
7	NMC103G1	StudGovern		P	Young, C.	3.00	1.00	
	Comment(s)	Student is a pleasure to have in class						

# Improving Communication to Families

- **“It would be helpful to know that you cannot see the S1 Standards on the Canvas app** but you can if you access it [using the] web browser. I usually use the Canvas app and it took me a long time to realize what I was supposed to be seeing.”
- **“I wish the report card was consistent,** as there are about 5 different grading modalities happening on one report card. (A-F with pluses and minuses, P, NP, Prof, IE, NG, HiPr, I, WF, NB, WD, HiPr, NrPr, NtPr)”

## 2. Where we are headed

### Proficiency Grading HP - No Basis 5pt Scale (2017 Prof Scale in Synergy)

Grade By  
Percentage

Letter Grade	Range
HP [4.7+] - Highly Proficient	100% to 95%
Prof [3.7+] - Proficient	< 95% to 75%
NrlyPr [2.5+] - Nearly Proficient	< 75% to 50%
NtPr [1.0+] - Not Proficient	< 50% to 20%
NB [>1.0] - No Basis	< 20% to 0%

### Proficiency [HP - No Basis] 4pt Scale

Grade By  
Percentage

Letter Grade	Range
HP [3.7+] - Highly Proficient	100% to 92.5%
Pr [2.8+] - Proficient	< 92.5% to 70%
NrlyPr [1.8+] - Nearly Proficient	< 70% to 45%
NotPr [.8+] - Not Proficient	< 45% to 20%
No Ba [<.8] - No Basis	< 20% to 0%

# Where we are going

Grading Scheme:

Enable course grading scheme

- Default Canvas Grading Scheme ^
- A, B, C, D, NP Scale
- Genesis Grading (Traditional)
- Pass/NoPass
- Proficiency [0-4]
- Proficiency [HP - No Basis] 4pt Scale
- Proficiency Grading HP - No Basis 5pt Scale (2017 Prof Scale in Synergy)**
- Genesis Grading Scheme(HS)
- Mathematics Score

License:

File Copyright:

Visibility:

	Total		
	2.00 / 4.00	Nearly Proficient	
	1.00 / 4.00	Not Yet Proficient	
	3.13 / 4.00	Nearly Proficient	
	2.25 / 4.00	Not Yet Proficient	
	2.50 / 4.00	Nearly Proficient	56
lex	3.25 / 4.00	Nearly Proficient	
	4.13 / 4.00	Proficient	
	4.75 / 4.00	Proficient	
	4.13 / 4.00	Proficient	
th 7-...	3.25 / 4.00	Nearly Proficient	

1a. I can identify the scale factor between two scaled copies S1 Standards	3 / 4
1b. I can use the scale factor to draw a scaled copy S1 Standards	4 / 4
2a. I can recognize a proportional relationship and identify the constant of proportionality S1 Standards	3 / 4
2b. I can write an equation to represent a proportional relationship S1 Standards	4 / 4
2c. I can interpret the graph of a proportional relationship S1 Standards	3 / 4
2d. I can compare two proportional relationships from different representations S1 Standards	1 / 4

5a. I can add and subtract positive and negative rational numbers in real-world contexts S2 Standards	2.5 / 4
5b. I can multiply and divide positive and negative rational numbers in real-world contexts S2 Standards	2 / 4
6a. I can write equivalent expressions by distributing and combining like terms S2 Standards	- / 4
6b. I can write and solve equations with positive and negative rational numbers to represent real-world problems S2 Standards	3.5 / 4
6c. I can solve equations in the form $y=mx+b$ and $y=a(mx+b)$ with positive and negative rational numbers S2 Standards	3 / 4

# Where we hope to be

<b>MATH</b>	<b>S1</b>	<b>S2</b>
Understands the place value system	3	3
Multiplies and divides multi-digit whole numbers	3	3
Adds, subtracts, multiplies and divides decimals to the hundredths	Y	T
Uses equivalent fractions to add and subtract fractions	T	3
Multiplies and divides fractions	Y	3
Understands concepts of volume	3	3
Engages in math tasks	3	3

<b>READING</b>	<b>S1</b>	<b>S2</b>
Reads fluently at grade level	3	3
Applies comprehension skills to a variety of literary forms	3	3
Applies comprehension skills to read for information	3	3
Uses strategies to determine the meaning of unknown words in texts	3	3
Engages in reading tasks	3	3

<b>WRITING</b>	<b>S1</b>	<b>S2</b>
Writes opinion, explanatory, narrative and research essays at grade level	T	3
Uses accurate capitalization, punctuation, spelling and grammar	2	3
Chooses words and phrases to convey ideas precisely	3	3
Uses the writing process (planning, revising and editing)	T	3
Engages in writing tasks	3	3

<b>PERFORMANCE KEY</b>	
<b>4</b>	Consistently exceeds and extends grade-level expectations
<b>3</b>	Consistently demonstrates grade-level expectations
<small>TARGET</small>	
<b>2</b>	Making progress towards knowledge and skills of grade-level expectations
<b>1</b>	Minimal or no demonstration of knowledge and skills of grade-level expectations
<b>T</b>	Taught but not assessed
<b>Y</b>	Not yet taught

<b>INTEGRATED STUDIES</b>		
<b>Science</b>	<b>S1</b>	<b>S2</b>
Demonstrates grade-level content knowledge	3	3
Engages in science tasks	3	3
<b>Social Studies</b>	<b>S1</b>	<b>S2</b>
Demonstrates grade-level content knowledge	3	3
<b>Health</b>	<b>S1</b>	<b>S2</b>
Demonstrates grade-level content knowledge	3	3
<b>Art</b>	<b>S1</b>	<b>S2</b>
Creates, presents, and/or performs	3	3

<b>SPEAKING &amp; LISTENING</b>	<b>S1</b>	<b>S2</b>
Effectively presents a topic, sequences ideas logically, uses appropriate facts and details, and speaks clearly at an understandable pace	3	3
Participates in discussions, stays on topic, builds on others' ideas and summarizes key points	3	4

# FAQ

*How is this preparing them for high school and college?*

Good skills and habits are always helping students learn how to earn grades.

*What do these grades actually mean?*

Standards that are referenced, can you do this skill?



**Eugene School District 4J**  
200 North Monroe Street  
Eugene, OR 97402-4295  
541-790-7700  
*www.4j.lane.edu*

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**ITEM FOR INFORMATION**

**Date of Meeting**

May 21, 2025

**Title**

Board Leadership Election Process for 2025-26 School Year

**Presenter**

Jenny Jonak, Board Chair

**Description**

The Board will discuss the process they would like to use for electing a Board Chair and Board Vice Chair for the 2025-26 school year. Policies that pertain to the discussion are

[BCB Officers of the Board](#)

[BDD – Board Meeting Procedures](#)



## ITEM FOR ACTION

### Date of Meeting

5/21/25

### Title

Adopt 2025-26 Budget

### Presenter

Matt Brown, Director of Financial Services

### Background

Attached is the resolution for adopting the 2025-26 budget. From the recommendation of the Budget Committee and after further discussion with the school board at the May 7<sup>th</sup> public hearing, this resolution encompasses Proposal H with an additional minor change.

Originally, Proposal H, added back the following items to the Superintendent's Proposed Budget:

- 7.0 Licensed FTE at the Elementary Level
- 3.0 Licensed FTE at the Middle School Level
- *6.0 Licensed FTE at the High School Level*
- 1.0 FTE of Library services district-wide
- 4.5 Classified FTE district-wide
- 6.3 Classified FTE at the High School level

After discussions with the school board and the overall direction of remaining at the Proposal H appropriation level, further changes were made within Proposal H. The superintendent is working to preserve the 1<sup>st</sup> grade educational assistant support (with some variation to the role), rather than all 6.0 FTE licensed staff at the high school level. The intention of this trade off will mean that instead of 6.0 Licensed FTE at the High School level, the district will look at adding back 2.00-3.00 across high schools and also had 92 hours of 1<sup>st</sup> grade Educational Assistant time. This will maintain the budget appropriations as approved in the resolution.

As we have mentioned before, our district is adopting a budget before the actual number of State School Fund dollars is approved by the legislature and before several potential bills may or may not pass the legislature with varying effects to the district's financials. Financial Services will stay tuned into the legislature and we will update as things progress and return if additional discussions are needed.

### Recommendation

Staff recommends adoption of the resolution.



**RESOLUTION No. 2026-01**

**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 2025-2026 in the total amount of \$560,986,916. 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, 2025 and for the purposes shown below are hereby appropriated as follows:

**General Fund (100)**

Instruction	161,605,883
Support Services	110,744,721
Enterprise & Community Svsc	382,725
Facilities Acquisition	1,000,000
Debt Service	366,000
Transfers	5,215,561
<b>TOTAL</b>	<b>279,314,890</b>

**Special Revenue Funds (200s)**

Instruction	27,049,010
Support Services	18,297,148
Enterprise & Community Svsc	13,552,332
Facilities Acquisition	600,000
Other Uses	100,000
<b>TOTAL</b>	<b>59,598,490</b>

**Debt Service Funds (300s)**

Other Uses	43,824,483
<b>TOTAL</b>	<b>43,824,483</b>

**Capital Project Funds (400s)**

Instruction	5,317,874
Support Services	35,299,087
Facilities Acquisition	55,386,525
<b>TOTAL</b>	<b>96,003,486</b>

**Internal Service Funds (600s)**

Support Services	42,305,500
<b>TOTAL</b>	<b>42,305,500</b>

**Private Trust Funds (700s)**

Instruction	119,108
Enterprise & Community Svsc	108,103
<b>TOTAL</b>	<b>227,211</b>

**Other (Unappropriated & Contingency)**

General Fund - Contingency	8,118,077
General Fund - Unappropriated	10,956,033
Special Purpose Funds - Contingency	3,773,256
Debt Service Funds - Unappropriated	8,597,990
Internal Service Funds - Unappropriated	8,267,500

**RESOLUTION 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 2025-2026:

- (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 \$37,560,172 for debt service on general obligations bonds

**RESOLUTION CATEGORIZING THE TAX**

BE IT RESOLVED that the taxes imposed are hereby categories 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.....\$37,560,172

The above resolution statements were approved and declared adopted on May 21, 2025.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chair of the Board

# May 21, 2025 Budget Adoption

School Board Work Session

# Topics

- Oregon June Revenue Forecast
- Approved Budget to Consider for Adoption
- Long-Range Enrollment Outlook
- Board Policy DI

# June Revenue Forecast

## In the words of the State Economist:

- Our state economist, Carl Riccadonna, like others do not yet forecast a recession, though he said the risk is “*certainly elevated.*”
- “*Of course this can change in a tweet or in a moment,*” Riccadonna said
- “*We should make no bones about it. This is a very dynamic situation that is very sensitive to policy being set at the federal level, policies which are not clearly defined at this point in time, in terms of where the end point or the ultimate consequence will be, where that effective tariff rate will ultimately settle, how the restructuring at the federal level ultimately pans out,*” Riccadonna said.

# June Revenue Forecast

**The three sources that make up the State School Fund are all down:**

- The General Fund and Lottery resources available for the 2025-27 biennium is **down \$798 million** from the March forecast.
- The Corporate Activity Tax forecast for the 2025-27 biennium (which is the funding source for the Student Success Act and a portion of the State School Fund) saw a **decrease of \$44.4 million** compared to the March forecast.
- The Corporate Kicker saw a **decrease of \$78 million** compared to the March forecast.
- **Local Revenue also went down**, meaning the state needs to make-up for the loss on the local level.

# June Revenue Forecast

**The forecast also shows the state's reserve accounts decreased by over \$400 million (Education Stability Fund, Rainy Day Fund, and Cash Reserves) and are currently projected to reach \$5.09 billion at the end of the 2023-25 biennium:**

- The Education Stability Fund is projected to have \$1.008 billion.
- The Rainy-Day Fund is projected to have \$1.907 billion.
- Cash reserves are \$2.172 billion, this will be rolled into the 25-27 biennium and fully budgeted.

# June Revenue Forecast

## COSA Analysis:

- Unless there are further surprises in the economy or a significant loss of federal funds before the end of the biennium - the Legislature will likely **support the GRB of \$11.36 Billion** that our Approved Budget is based on.
- It is **unlikely that there will be additional investments** to increase the 11% cap, increasing the High-Cost Disability reimbursement, and fully funding EI/ECSE and Regional Inclusive Services.
- It is unlikely the State's Education Stability Fund or Rainy-Day Fund are an option this Session. With all the uncertainty in the economic situation, **legislators are not going to tap into reserves this early** in a two-year budget cycle.

# Economic Challenges Ahead

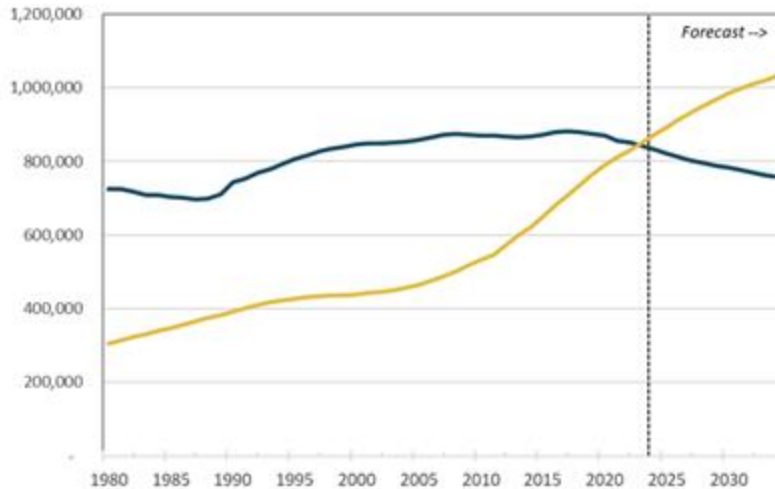
- On Friday, Moody's downgraded the United State's Bond Rating.
- The downgrade from Moody's means that each of the three major credit rating agencies no longer gives the United States its best rating.
- The new rating decrease *could* send ripple effects<sup>70</sup> throughout the economy if it prompts investors to demand higher payments on bonds, which in turn could raise consumers' borrowing costs.



# Demographic shift ahead

## Oregon Demographic Shift

Children <18 and 65+ Population



Source: Oregon Office of Economic Analysis

- In 1980, the number of children were over twice the number of people 65yrs +.
- Now, the number of people 65+ outnumber the number of children.
- School enrollment will continue to decline and care/assistance for aging population will increase

# 4J Enrollment Mirrors State Trend

- 4J is currently at its **lowest student enrollment** in the last 25 years and is forecasted to continue to decline, just as the state data shows.
- 4J is currently at its **highest staffing level** in the last 25 years, perhaps ever.
- *Our budget for next school year has not significantly begun to address this reality.*

# Approved Budget

Levels	Amount
Additions	(4,923,000)
Total Reductions	20,782,700
<b>NET TOTAL</b>	<b>15,859,700</b>

Reductions	Amount	%
Outside of School	19,162,700	92%
Inside Schools	1,620,000	8%
<b>TOTAL REDUCTIONS</b>	<b>20,782,700</b>	

# Positions Restored from Proposed Budget

- 7.0 Licensed FTE at the Elementary level      Cost = \$945,000
- 3.0 Licensed FTE at the Middle School level      Cost = \$405,000
- 3.5 Licensed FTE at the High School level      Cost = \$472,500
- 92 Hrs of 1st Grade EA Time in 46 Classes      Cost = \$230,000
- 1.0 FTE of Library Services district-wide      Cost =  
\$135,000
- 4.5 Classified FTE district-wide      Cost =  
\$382,500
- 6.3 Classified FTE at the High School level      Cost = \$535,500

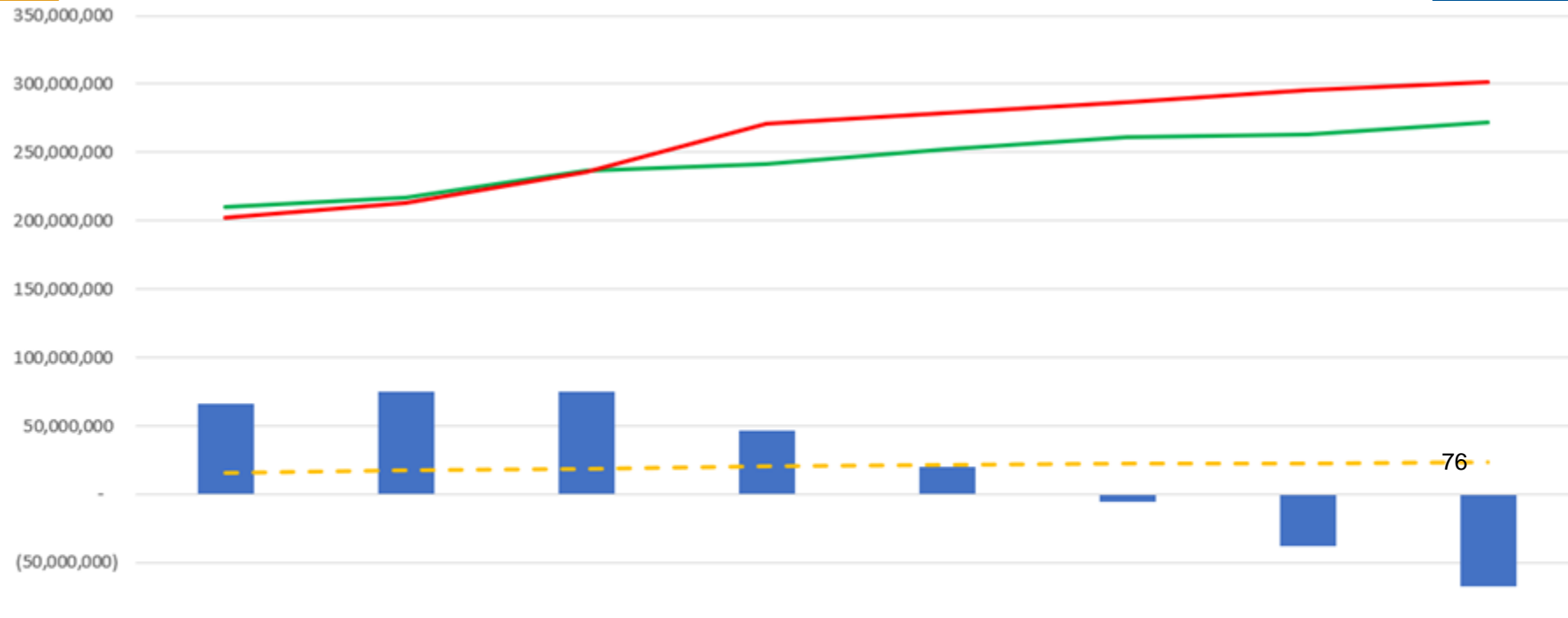
74

Total Add-Backs from Proposed Budget = \$3,213,000

# Staffing Reductions in GF

Employee Groups	Approved		Proposed	
	FTE	%	FTE	%
Licensed	25.50	2.3%	45.00	4.1%
Classified	4.75	0.5%	12.80	1.3%
MAPS/Admin	8.00	4.5%	8.00	4.5%
<b>Total General Fund</b>	<b>38.25</b>	<b>1.7%</b>	<b>65.80</b>	<b>2.9%</b>

# Approved Budget Forecast



	21/22 Actual	22/23 Actual	23/24 Actual	24/25 Forecast	25/26 Proposed	26/27 Forecast	27/28 Forecast	28/29 Forecast
Ending Fund Balance	66,353,437	75,217,020	75,409,000	46,307,000	19,761,610	(5,893,429)	(38,387,088)	(67,716,319)
Actual Revenue	209,794,000	217,131,000	236,666,000	241,699,000	252,082,000	260,939,000	262,939,000	271,925,000
Total Expenditures	202,054,000	213,324,000	235,215,000	270,801,000	278,627,390	286,594,039	295,432,659	301,254,231
Reserve Policy 8%	15,721,680	17,065,920	18,115,280	20,272,640	21,605,746	21,894,160	22,569,440	23,001,760

# Approved Budget Forecast

The Budget up for adoption is not projected to meet the minimum reserve level set by Board Policy DI - Financial Management Policies.

- The Policy states that, “The School Board may approve a temporary change in the General Fund contingency and unappropriated amounts during the budget process, along with a plan to build balances to a specific target level within a certain amount of time. The superintendent will update the Board on the financial condition of the district and present the Board with financial options and a timeline to replenish the fund balance when required.”

# Approved Budget Forecast

The Policy also states, “The superintendent will advise the School Board any time the General Fund ending fund balance unexpectedly falls below or is projected to fall below the minimum set forth in this policy. If during any fiscal year district revenues are projected to be less than anticipated, the Superintendent and Board will review expenditures, transfers, and the projected ending fund balance for possible mid-year adjustment. The Board may decide to use a portion of the projected ending fund balance maintained within the general fund contingency to stabilize services. When such a determination is made, the Board will adopt a plan to rebuild the ending fund balance to the targeted level.”

# Approved Budget Forecast

I anticipate the budget will fall just below the minimum reserve level. I advise the Board to review quarterly finance reports to monitor the reserve levels. The Board has a few options to consider over the year:

1. The Board may direct the superintendent to underspend this budget to maintain the minimum reserve.
2. The Board may make a plan to further reduce the 2026-27 budget to build the reserve back to the minimum level in the second year of the biennium.
3. This is a Board Policy. The Board may opt to change the minimum reserve level it has set in policy.

# Other Potential Impacts

## Portland Public Schools

- Bond Rating Lowered in April
- The primary reason, *“The long-term rating change reflects the decrease in the district’s available reserves alongside operational challenges brought on by declining enrollment.”*

## Ashland School Board pursues \$10 million “Full Faith and Credit Loan” to stabilize budget

- Due to declining enrollment since 2019... the district moved through its reserves.
- The district will cut at least 27 positions, consider furlough days, and secure a loan to make payroll and pay off accumulated debt and have enough money to start next school year.

# Can the Board Direct Less Spending than the Proposed Budget?

- The Board does is *not* required to change the Budget Adoption Resolution to spend less.
- The Board can continue to follow the progress of the Legislature, if the funding comes in lower, then the district may need to spend less than what is budgeted.
  - The Board can provide the Superintendent with general direction about their priorities through the use of the [Budget Values Framework](#) that is aligned to the Board's goals for the district or through other means.

# Next Steps

- Discussion
- Motion to Adopt the Approved Budget



## ITEM FOR ACTION (Second Read)

### Date of Meeting

May 21, 2025

### Title

Approve Final Draft of Resolution #2025–05: Affirming the Rights, Inclusion, and Success of Students with Disabilities

### Presenters

Carmen Xiomara Urbina, Chief of Staff  
Kat Lange, Assistant Superintendent of Student Support Services/Well-Being  
Seth Pfaefflin, Student Services Director  
Joel Lavin, Student Services Administrator

### Background / Summary

At the request of the Board of Directors, district staff developed a comprehensive resolution affirming Eugene School District 4J’s deep and enduring commitment to equity, accessibility, and inclusion for students with disabilities. This resolution will serve as a foundational driver for the district’s Special Education Strategic Plan and align with the broader District Strategic Action Plan.

The resolution acknowledges the history of ableism and exclusion, affirms the civil rights of students with disabilities, and outlines clear principles and expectations to guide systemic improvement. It is grounded in the legal protections provided by IDEA, Section 504, and the ADA, while also addressing the moral imperative to create inclusive schools where all students feel seen, valued, and supported.

To inform the resolution’s development, district leadership hosted a series of **Kitchen Table Conversations (KTCs)** and listening sessions to center the voices of those most impacted. Input was collected from a wide range of stakeholders:

- **Students (NEHS)** – Mid-April 2025: 9th, 11th, and 12th grade students participated alongside the Neurodiversity Affinity Coordinator and Affinity Advisor.
- **Special Education Parent Advisory Council (SEPAC)** – March 4, 2025: Parents of 4J students with disabilities shared insights and priorities.
- **Superintendent’s Leadership Council (SLC)** – March 20, 2025: Cross-departmental district leaders reflected on system-level challenges and goals.

- **Special Education Staff** – April 3, 2025: Licensed specialists and educators (e.g., OTs, PTs, SLPs, case managers, inclusion advisor) participated.

- **Community Partners** – April 30, 2025: Organizations including Direction Services, Arc of Lane County, Bridgeway House, LBL ESD, Lane ESD, and UO’s Community Advocacy Council provided critical feedback and partnership perspectives.

The resolution integrates these contributions and emphasizes the shared responsibility of all staff in advancing inclusive practices across all educational settings and school models. It also reaffirms the importance of collaboration, investment, professional learning, student empowerment, and ongoing accountability.

Following the first reading on May 7 and the Board discussion, the draft was returned to SEPAC and staff for final refinements. The resolution is now in final draft status.

### **Requested Board Action**

This item is presented as a **second-read and discussion**. Board comments and suggestions were requested at the time of the resolution’s first reading on May 7, 2025, so that they could be incorporated into the final draft. Staff respectfully request Board approval of Resolution #2025–05: Affirming the Rights, Inclusion, and Success of Students with Disabilities.



## **Resolution #2025–05 Affirming the Rights, Inclusion, and Success of Students with Disabilities**

### **Preamble**

The Eugene School District 4J Board of Directors declares with heartfelt conviction its unwavering commitment to ensuring that every student, across the full spectrum of ability, experiences the dignity, care, and opportunity they deserve. We affirm that our schools must be spaces where all students feel seen, valued, supported, and loved as they continue their education and build lives of purpose and independence.

We believe that students with disabilities bring powerful strengths, diverse capabilities, and perspectives that enrich our learning environments. They contribute to the collective independence and potential of our schools. Their success is a measure of our collective success and a reflection of our commitment to equity, inclusion, and accessibility.

This resolution is grounded in the legal and moral imperatives established by the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA), and Oregon’s Employment First policy. It also acknowledges the painful legacy of ableism and exclusion that many students and people with disabilities have experienced. It firmly rejects all forms of hate, hate speech, discrimination, and marginalization on the basis of disability.

This work requires the collective dedication of our entire educational village. Creating truly inclusive schools is not the responsibility of one person or one role—it is a shared commitment. For this resolution, “staff” refers to all members of our school community—including classified staff, bus drivers, nutrition services, technology teams, instructional support, licensed educators, and administrators—whose daily efforts help build welcoming, affirming, and equitable environments where every student can thrive.

This resolution is a living document—rooted in research, enriched by evolving insight, and strengthened through ongoing dialogue with students, families, educators, and disability advocates. It will be continually reviewed and updated to reflect new knowledge, take into account lived experience, uphold accountability, and ensure our actions align with our values.

## Resolution

**WHEREAS**, the Eugene School District 4J Board of Directors recognizes the inherent dignity, worth, and potential of all students and affirms its commitment to providing an inclusive, supportive, and equitable learning environment for students with disabilities;

**WHEREAS**, the Board believes that children with disabilities have big dreams, capabilities, and aspirations, and with our collective support, they can reach their full potential;

**WHEREAS**, the Board recognizes that students with disabilities have a rightful and meaningful place in every school environment and all school-sponsored activities; and acknowledges the painful history in which students with disabilities were wrongly deemed uneducable and systematically excluded from public education in the United States. For too long, they have faced marginalization, exclusion, and harm within our institutions and communities. The Board commits to advancing policies and practices that uphold and affirm the civil rights, humanity, and full participation of students with disabilities.

**WHEREAS, the Board** affirms that inclusion is a civil right protected by federal law, and that each and every student with a disability has the right to a free and appropriate public education in the Least Restrictive Environment (LRE); inclusion means learning alongside peers with the supports and services necessary to succeed. The Board recognizes that this right is not yet consistently realized, and that meaningful inclusion must be intentionally and actively supported at every level of the educational system.

**WHEREAS, the Board** explicitly condemns ableism and hateful language directed at people with disabilities, and affirms that hate speech, bias, and exclusionary practices have no place in our schools. The Board calls on district leadership to ensure that such harm is addressed through clear, consistent, and just practices that center the safety, dignity, and well-being of students with disabilities, and that responses prioritize accountability, learning, repair, and the cultivation of inclusive school communities.

**"WHEREAS, the Board** affirms the District's commitment to implementing both Individualized Education Plans (IEPs) and 504 Plans, ensuring that students with disabilities—including those with temporary, chronic, or multiple disabilities—receive the accommodations, modifications, and supports to which they are entitled under law; this commitment also includes identifying and supporting students who may not yet be formally identified but are exhibiting signs of need, through early, proactive, and appropriate intervention;"

**WHEREAS, the Board** recognizes that neither the federal nor state government fully funds the implementation of legally required supports and education for students with disabilities. The District is committed to partnering with advocates, students, families, and partners in advocating and lobbying state and federal legislators to fully fund schools to provide full inclusion and access all available supports and personnel to execute IEPs and 504 plans fully;

**WHEREAS, the Board** recognizes that students with disabilities often experience intersectional barriers related to race, gender, sexual orientation, socioeconomic status, immigration status, language, and mental or physical health, many of which are protected classes under law. These overlapping identities can intensify exclusion and marginalization, delay access to services, and deepen inequities in educational opportunity. The District is committed to addressing these disparities through inclusive practices, policies, and support systems rooted in equity and justice.

**WHEREAS, the Board** acknowledges that students in foster care and those experiencing housing instability face unique and compounded challenges to identification, access, and consistent support, particularly when intersecting with disability. The District affirms its responsibility to ensure that these students are not overlooked and that systems are in place to identify and meet their needs with urgency and care.

**WHEREAS, the Board** affirms that inclusive education benefits all students, not just those with disabilities. When students learn in environments that embrace diversity and difference, they develop greater empathy, strengthen their collaboration skills, and gain a deeper appreciation for the full spectrum of human experience and thought.

**WHEREAS,** the District recognizes the long-standing disproportionate use of exclusionary discipline on students with disabilities and commits to reducing and ultimately eliminating such practices in favor of inclusive, restorative, and supportive responses;

**WHEREAS, Oregon is an Employment First state,** the Board affirms that competitive integrated employment is a right and opportunity for all individuals with disabilities, supported by early and sustained transition planning;

**WHEREAS, the Board** affirms the value of strong community partnerships—including but not limited to EC Cares, Direction Service, The Arc of Lane County, Lane County Developmental Disabilities Services, Connected Lane County, and Vocational Rehabilitation—and commits the District to improving staff awareness, collaboration, and timely referrals to these services to support students with disabilities and their families better;

WHEREAS, the Board recognizes that disabilities—particularly physical, sensory, and communication-related—can impact not only academic access but also a student’s social-emotional well-being, including their ability to form and sustain peer relationships; and that inclusive education must address these dimensions to support a sense of belonging, emotional safety, and connectedness within the school community;

**WHEREAS, the Board** acknowledges that students with disabilities represent a broad and diverse population whose needs, strengths, and experiences vary greatly. This includes, but is not limited to:

- **Neurodivergent disabilities**, such as Autism Spectrum Disorder (ASD), ADHD, Dyslexia, and other learning differences;

- **Physical disabilities**, including Cerebral Palsy, Muscular Dystrophy, and Spinal Cord Injuries;
- **Sensory disabilities**, such as Blindness, Low Vision, Deafness, and being Hard of Hearing;
- **Cognitive and intellectual disabilities**, including Down Syndrome, Traumatic Brain Injury (TBI), and other developmental or intellectual disabilities;
- **Emotional and behavioral disabilities**, such as Anxiety, Depression, Post-Traumatic Stress Disorder (PTSD), and other mental health conditions that impact learning;
- **Medical conditions**, both chronic and temporary, that significantly affect a student's access to or participation in education;
- **Speech or Language Impairments**, such as speech sound disorders, fluency disorders, language disorders, social communication disorders, and cognitive-communication disorders that impact how a child understands and uses speech and language;
- **Multiple disabilities**, where students may experience overlapping conditions that require individualized and coordinated supports.

**WHEREAS**, the Board recognizes that segregated “Life Skills” programs, while designed to support the complex and individualized needs of students with significant disabilities, have sometimes limited access to inclusive learning opportunities. The Board affirms its commitment to ensuring that the level of service and learning environment is determined by the unique strengths and needs of each student. In alignment with federal Least Restrictive Environment (LRE) requirements, the Board supports embedding functional and transition-related instruction within general education settings to the greatest extent appropriate. The Board further expects that services provided in separate settings, particularly in early grades, be subject to ongoing, rigorous review to ensure they reflect students’ rights, evolving needs, and opportunities for meaningful inclusion.

**WHEREAS, the Board** believes that a truly inclusive school community must reflect the diversity of the students and families it serves. It affirms the District’s responsibility to foster a workforce that includes individuals with disabilities across all departments—including educators, classified staff, nutrition services, transportation, and technology. The Board supports intentional efforts to remove barriers to recruitment, hiring, and retention so that individuals with disabilities have meaningful opportunities to contribute, lead, and belong within our schools.

**NOW, THEREFORE, BE IT RESOLVED** that the Eugene School District 4J Board of Directors affirms its commitment to the inclusion, dignity, and success of students with disabilities. The Board directs the Superintendent and district leadership to ensure that the following principles and actions are embedded in policy, practice, and culture across all schools and departments:

## **Promoting Equity, Inclusion, and Accessibility**

- Inclusive practices must be foundational to how we design schools, structure daily operations, and approach professional learning. The Board directs district leadership to ensure these practices are embedded in all core planning efforts from the outset, reflecting our shared values of equity, belonging, and access.
- Universal Design for Learning (UDL) should guide instructional planning and professional development across the district. By integrating UDL principles, educators can remove barriers and create multiple pathways for all students to engage meaningfully in learning.
- Students with disabilities must have equitable access to electives, extracurriculars, enrichment activities, and opportunities for peer interaction. The Superintendent is expected to monitor access and address disparities across schools to ensure full participation.
- Access to full-day learning opportunities is essential for all students, regardless of program placement or support needs. The district is directed to expand and strengthen full-day options that provide rich, consistent educational experiences.
- Classrooms serving students with disabilities should be placed in accessible, central locations that foster connection and avoid physical or social isolation. This expectation reflects our belief that inclusive education is not only about access—but about proximity, visibility, and belonging.
- Facilities and infrastructure must reflect our commitment to inclusion. The Board supports continued investment in ADA-compliant bathrooms and accessible design, and calls for annual review of building needs to promote full physical access.
- Finally, the instructional materials we use and the people we hire must reflect the diversity and dignity of our students. The district is expected to increase the use of affirming curriculum and prioritize identity representation in staff recruitment and classroom content.

## **Building Collaboration and Community**

- A culture of inclusion is strengthened when students, families, staff, and community members come together with a shared purpose. To support this, the Board affirms the vital role of the Special Education Parent Advisory Council (SEPAC). It directs district leadership to expand its collaboration to include ongoing dialogue with students, educators, and community partners. This expanded engagement is intended to inform continuous improvement efforts and to elevate the lived experiences, perspectives, and rights of students with disabilities across all school settings.
- Inclusive schools extend beyond the bell schedule. The district is expected to ensure that after-school, summer, and out-of-school-time programs are accessible to students with disabilities by embedding necessary accommodations and supports from the outset.

- Staff must be well-equipped to connect students and families with essential services. The Board supports expanded training and tools to improve referrals to critical community partners such as EC Cares, Direction Service, Connected Lane County, Lane County Developmental Disabilities Services, and Vocational Rehabilitation.
- Creating inclusive environments also requires broad and ongoing engagement. The Board calls upon general education teachers, special education teams, auxiliary staff, alumni with disabilities, and community members to actively build respectful, collaborative, and affirming school cultures.

## **Ensuring Accountability and Continuous Improvement**

- To ensure this resolution leads to sustained impact, it will be included as a foundational commitment within the Special Education Strategic Plan, aligned with the District's broader Strategic Action Plan. District leadership is directed to develop clear implementation benchmarks and timelines that reflect the goals and commitments outlined in this resolution.
- Progress must be visible and measurable. The Superintendent is expected to oversee and report on the implementation of IEPs and 504 Plans, completion of staff training, access to inclusive learning environments, and student outcomes, ensuring transparency and continuous improvement.
- Understanding how disability intersects with other identities is essential to advancing equity. The Board supports disaggregating data by race, gender, language status, income, and other intersecting identities—not only to reveal and address disparities in access and outcomes, but also to better support students through responsive policies, targeted services, and inclusive practices. Data related to student needs—such as IEP status, behavior incidents, academic performance, attendance, and access to inclusive environments—can offer valuable insights when used to strengthen supports and remove barriers. However, this information must be gathered and applied with great care. The Board strongly opposes the weaponization of data in ways that stigmatize, punish, or exclude students, and instead calls for its ethical use in partnership with students, families, and educators.
- To maintain accountability, the Superintendent (or designee) will present an annual Inclusion Progress Report to the Board, outlining successes, challenges, and areas for growth.
- Student growth must be evaluated using multiple measures. Individualized learning goals and strengths-based approaches should be used to more accurately reflect student progress and potential.
- Starting in the 2025–2026 school year, the Student Services Department will begin setting the conditions for all schools to develop and maintain site-based Inclusion and Accessibility Plans. These plans are intended to reflect each school's unique strengths, needs, and communities, and to support the integration of inclusive practices across culture, instruction, and operations. The district will provide a standard planning template, time for collaboration, and guidance beginning in August 2025. Schools are

encouraged to revisit their plans annually to ensure they remain responsive to the evolving needs of students, staff, and families.

- District and school leaders are responsible for ensuring inclusive, legally compliant, and equity-centered practices. Accountability structures should reflect this shared obligation to students and families.
- Access and independence are only possible when the right tools and support systems are in place. The Board supports continued investment in assistive technology, adaptive equipment, and specialized staff.
- Finally, the Board affirms the vital role of special education professionals—including case managers, related service providers, and paraeducators.

## **Supporting Educators and Staff**

- Inclusion requires well-prepared and well-supported educators. The district will require annual training on anti-ableism, equity, and disability inclusion for all staff—licensed, classified, and administrative—so that inclusive practices are systemwide and ongoing.
- To ensure effective service delivery, special education staff must have the time, capacity, and support to do their work well. The district is expected to provide adequate planning time, case management relief, and workload protections to promote well-being and retention.
- Roles and responsibilities between general and special education staff must be clearly defined and collaboratively implemented. Inclusive education is a shared responsibility, not a siloed function.
- Professional development must consistently include models for differentiation. Staff meeting time, site-based PD, and coaching structures should reflect this priority, embedding inclusion into the rhythm of schoolwide learning.
- The Board supports continued mentoring, recognition, and leadership development for educators to demonstrate inclusive, equity-centered instructional practices.

## **Empowering Students**

- Inclusive schools empower students to lead, advocate, and thrive. The Board affirms the importance of sustaining neurodiversity affinity groups and student leadership roles that uplift the voices and experiences of students with disabilities.
- Self-advocacy must be taught, modeled, and supported. The district will provide opportunities for students to participate in their IEP meetings and practice speaking up about their learning, access, and social-emotional needs.
- Recognition systems should honor growth, not solely achievement. Schools are encouraged to evolve these systems to reflect inclusive values and avoid ableist comparisons or assumptions.
- Students with disabilities deserve to be seen, celebrated, and included without tokenization. Recognition should be authentic, respectful, and embedded in daily life—not reserved for isolated moments.
- Transitions into adulthood must be inclusive and well-supported. The district will support access to inclusive transition programs, career readiness pathways, and supported

postsecondary opportunities so that students with disabilities can envision and pursue independent futures.

## Intersectional Equity

- The Board calls for removing systemic barriers that limit access to dual immersion, CTE, and school choice programs. It directs district leadership to evaluate and address inequities in policy and practice.
- Regardless of theme or structure, every educational model must strive to provide the staffing and inclusive supports needed for students with disabilities to participate meaningfully. The Board recognizes that realizing this vision requires adequate and sustained funding, and calls for increased investment at the state and federal levels, including full funding of IDEA and lifting the State School Fund (SSF) cap for students with disabilities and high-cost disabilities, to make inclusive education fully possible across all schools.
- Finally, the language we use matters. The district is expected to replace deficit-based or behavior-driven labels with student-centered, strengths-based terminology that honors the whole child and reflects their dignity and potential.

## Call to Action

**BE IT FURTHER RESOLVED**, that the Eugene School District 4J Board of Directors:

- Encourages all staff, families, students, and community members to affirm the rights, dignity, and full participation of students with disabilities in every aspect of school and community life;
- Affirms that fostering disability inclusion is a shared responsibility across the district, not the sole responsibility of special education teams;
- Invites every individual to reflect on their role and say with intention:  
*“In my role, I commit to advancing inclusion and equity for students with disabilities.”*

The Board affirms that this resolution will inform the development of the Special Education Strategic Action Plan and recommends revisiting it every three years to incorporate new learning, evolving needs, and community input.

Together, we will continue dismantling barriers, building inclusive systems, and creating a district where every child of every ability is welcomed, supported, and empowered to thrive.

**Adopted this \_\_\_\_ day of \_\_\_\_\_ 2025 by the Board of Directors for the Eugene School District 4J.**

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**Jenny Jonak, Board Chair**  
**Board of Directors, Eugene School District 4J**



## ITEM FOR ACTION (Second Read)

### Date of Meeting

May 21, 2025

### Title

Approve revisions to Board Policy IKF–Graduation Requirements

### Presenter

Larry Williams, Assistant Superintendent of Instruction and Access  
Oscar Loureiro, Director of Research and Planning

### Summary:

Policy IKF – Graduation Requirements was presented to the Board as an Item For Action At A Future Meeting (First Read) at the May 7, 2025 Board Meeting.

School Board Policies are statements which set forth the purpose and prescribe in general terms the organization and program of a school system. They create a framework within which the superintendent and staff can discharge their assigned duties with positive direction.

It has become necessary to make some changes to Policy IKF to align with guidance from OSBA that adheres to changes in law the adopted requirements by the state of education. Additionally, we want to ensure our International Baccalaureate students who have completed their IB program, can use that to satisfy graduation.

As graduation requirements have evolved and changed over the years, this policy has undergone several revisions.

Staff respectfully request that the Board approve the proposed revisions to Policy IKF–Graduation Requirements.

### Background:

There are several recommended changes to policy IKF – Graduation Requirements\*\*.

Senate Bill (SB) 992 (2023) replaced the “Alternative Certificate” with a “Certificate of Attendance.”

Additionally, SB 3 (2023) added one-half credit each of higher education and career path skills and personal financial education to the diploma and the modified diploma, therefore, reducing the number of elective credits by 1 to maintain the 24 credits. Both of these are effective for students who began grade 9 in the 2023-2024 school year.

The State Board of Education adopted the half credit for civics passed in SB 513 (2021) into OAR 581-

022-2000. This is effective for students who began grade 9 in the 2022-2023 school year. Additional rules adopted by the State Board affect a variety of changes in policy which include language on additional credit requirements, Essential Skills, and updated parent notice requirements.

Also of note is the requirement for a district board to define criteria for the issuance of a certificate of attendance to a student in their district when they do not satisfy the requirements to receive a diploma. There may be additional changes that may affect this policy resulting from passage of House Bill 4137 (2024) and affecting ORS 329.451; the bill creates a path for students who have completed an International Baccalaureate (IB) program to satisfy graduation requirements

Policy IKF was most recently revised in 2023.

Code:	IKF
Adopted:	8/26/25
Revised/Readopted	9/09/15; 11/07/18; 11/06/19; 10/06/21; 10/04/23; <del>XX/XX/XX</del>
Orig. Code:	IKF/ IKFA

**Proposed Revisions Format:**

Revised content presented in **RED Font**;  
Deleted content presented in **GREEN Font**;  
Continuing policy content in **BLACK Font**

**Options and Alternatives:**

The Board may choose to accept revisions to Policy IKF as proposed and approve the policy. The Board may wish to direct staff to make further revisions.

The Board has the authority to approve a policy on the “First Read” should they choose to do so

**Recommendation**

The superintendent recommends the board approve revisions to Board Policy IKF–Graduation Requirements

## Eugene School District 4J

Code: IKF  
Adopted: 8/26/25  
XX/XX/XX 9/09/15; 11/0718; 11/06/19;  
10/06/21; 10/04/23; ~~XX/XX/XX~~  
Orig. Code: IKF; IKFA

### Graduation Requirements\*\*

The district will establish graduation requirements for awarding of a high school diploma, a modified diploma, an extended diploma and ~~an alternative certificate~~ a **certificate of attendance** that meet or exceed state requirements.

A student may satisfy graduation requirements in less than four years. The district will award a diploma to a student fulfilling graduation requirements in less than four years if consent is given by the student’s parent or guardian or by the student if the student is 18 years of age or older or emancipated.

If the district requires diploma requirements beyond the state requirements, the district shall grant a waiver for those requirements to any student who, at any time from grade 9 to 12, was:

1. ~~A foster child~~ **In foster care**<sup>1</sup>;
2. ~~Homeless~~ **Experiencing houselessness**<sup>2</sup>;
3. A runaway;
4. A child in a military family covered by the Interstate Compact on Educational Opportunity for Military Children;
5. A child of a migrant worker; ~~or~~
6. Enrolled in the Youth Corrections Education Program or the Juvenile Detention Education Program; ~~or~~
7. <sup>3</sup>**Enrolled in an approved recovery school under ORS 336.680.**

For any student identified above, the district shall accept any credits earned by the student in an educational program<sup>4</sup> in this state, applying those credits toward the state requirements for a diploma if the credits satisfied those requirements in that educational program in this state.

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<sup>1</sup> ~~As~~ **“Foster child”** is defined in ORS 30.297.

<sup>2</sup> ~~{ORS 329.451(2) and OAR 581-022-use the term “homeless.”}~~ See OAR 581-022-2000 for additional information.

<sup>3</sup> ~~Applies to high school diplomas awarded on or after January 1, 2026.~~

<sup>4</sup> ~~“Educational program in this state” means an educational program that is provided by a school district, a public charter school,~~ **an approved recovery school (applies to diplomas awarded on or after January 1, 2026),** the Youth Corrections Education Program or the Juvenile Detention Program, or funded as provided by ORS 343.243 for students in a long-term care or treatment facility described in ORS 343.962 961 or a hospital identified in ORS 343.261.

## Standard Diploma

A high school diploma will be awarded to students in grades 9 through 12 who complete a minimum of <sup>(5)</sup> 24 credits which include at least:

1. Three credits in mathematics at Algebra I level or higher. ;
2. Four credits in language arts<sup>6</sup> ;
3. Three credits in science;
4. Three credits in social sciences (~~including history, civics, geography, and economics including personal finance~~ shall include 0.5 unit of US civics<sup>7</sup> credit in addition to at least 2.5 units of credit aligned to the Oregon State Board adopted standards for US and world history, geography, economics and <sup>8</sup>financial literacy);
5. ~~One credit in health education~~ <sup>9</sup>One-half credit of higher education and career path skills;
6. ~~One credit in physical education~~<sup>10</sup>One-half credit of personal financial education;
7. ~~Three credits in career and technical education, the arts or world languages (units shall be earned in any one or a combination); and~~ One credit in health education;
8. ~~Six OS (Other Subjects) credits~~ One credit in physical education; and
9. Three credits in career and technical education, the arts or world languages<sup>11</sup> (units shall be earned in any one or a combination).
10. Five OS (Other Subjects) credits.<sup>12</sup>

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<sup>5</sup>{If the district has additional credit or graduation requirements beyond the state minimum of 24, the district is required to include those additional credits and graduation requirements in the following list.}

<sup>6</sup>“Language arts” includes reading, writing and other communications in any language, including English.

<sup>7</sup> Civics becomes a half-credit requirement beginning on January 1, 2026 (ORS 329.451).

~~Lab experiences can take place outside of the school in field-based experiences.~~

<sup>8</sup> This requirement is replaced with a one-half credit of personal financial education requirement for students who were first enrolled in grade 9 during the 2023-2024 school year or first enrolled in grade 9 in any subsequent school year.

<sup>9</sup> Higher education and career path skills becomes a one-half credit graduation requirement for students who were first enrolled in grade 9 during the 2023-2024 school year or first enrolled in grade 9 in any subsequent school year (a requirement for a high school diploma awarded on or after January 1, 2027; a district may request a one-year waiver in accordance with law).

<sup>10</sup> Personal finance education becomes a one-half credit graduation requirement for students who were first enrolled in grade 9 during the 2023-2024 school year or first enrolled in grade 9 in any subsequent school year (a requirement for a high school diploma awarded on or after January 1, 2027; a district may request a one-year waiver in accordance with law).

<sup>11</sup> “World languages” includes sign language, heritage languages and languages other than a student’s primary language.

The district shall offer students credit options provided the method for obtaining such credits is described in the student’s personal education plan and the credit is earned by meeting requirements described in Oregon Administrative Rule (OAR) 581-022-2025.

<b>Course Requirements</b>	<b>Class of 2026</b>	<b>Class of 2027 &amp; Beyond</b>
Language Arts (LA)	4.0 Credits	4.0 Credits
Mathematics (MA) Must be Algebra I and above	3.0 Credits	3.0 Credits
Science (SC) <b>Must</b> include Scientific Inquiry and Lab Experiences as outlined in the standards	3.0 Credits	3.0 Credits
Social Studies (SS) <b>Must</b> include US History, Economics, Geography, and inclusive instruction in Tribal History/ Shared History, Holocaust/ Genocide, and Ethnic Studies	2.5 Credits	2.5 Credits
Social Studies - Civics	0.5 Credit	0.5 Credit
Health (HE)	1.0 Credit	1.0 Credit
Fine Arts (AF), Applied Arts, Career & Tech Ed (CTE) or World Language (WL)	3.0 Credits	3.0 Credits
Physical Education (PE)	1.0 Credit	1.0 Credit
Personal Finance (PF)	N/A	0.5 Credit
Higher Education & Career Path Skills (HC)	N/A	0.5 Credit
Other Subjects (OS)	6.0 Credits	5.0 Credits
<b>Total Course Credits:</b>	<b>24.0 Credits</b>	<b>24.0 Credits</b>

To receive a diploma, in addition to credit requirements outlined in ~~OAR 581-022-2000~~ above, a student must: <sup>[13]</sup> ~~meet three additional requirements:~~

1. Demonstrate proficiency in the Essential Skills of reading, writing and apply mathematics in a variety of settings;<sup>12</sup>

<sup>12</sup> The State Board of Education has waived this requirement in Essential Skills for students graduating through the 2027-2028 school year.

2. ~~Career-Related Learning Experiences: Career-Related Learning Experiences: Students participate in career-related experiences that connect classroom learning with real life experiences in the workplace, community and/or school relevant to their education plan.~~ Complete an Education Plan and Profile: Students develop an education plan and profile to guide their learning and document academic achievement and progress toward their personal, career, and post-high school goals. The process should begin no later than grade 7 and continue through grade 12, with regular reviews and updates.
3. Complete Career-Related Learning Experiences: Students participate in career-related experiences that connect classroom learning with real life experiences in the workplace, community and/or school relevant to their education plan.
4. Complete Extended Application: Students apply and extend their knowledge in new and complex situations related to the student’s personal and career interests and post-high school goals through critical thinking, problem solving, or inquiry in real world contexts.

### International Baccalaureate

A student who has completed an International Baccalaureate program may satisfy the credit requirements prescribed by standard diploma requirements listed above.<sup>22</sup>

1. A student may satisfy those requirements if the student has successfully completed:
  - a) all the requirements as described in the International Baccalaureate Organization’s International Baccalaureate Diploma Programme curriculum; or
  - b) all the requirements as described in the International Baccalaureate Organization’s International Baccalaureate Career-related Programme curriculum.
2. Beginning with the class of 2027 and beyond, unless waived in accordance with OAR 581-022-2000(14), a school district or public charter school offering an International Baccalaureate Diploma Programme or an International Baccalaureate Career-related Programme shall ensure students in an International Baccalaureate program complete .5 credit of Personal Finance Education and .5 credit of Higher Education and Career-path Skills as stand-alone courses.
3. A school district or public charter school offering an International Baccalaureate Diploma Programme or an International Baccalaureate Career-related Programme shall develop a curriculum plan that ensures students in an International Baccalaureate Program receive inclusive instruction aligned to the adopted standards in Civics and Health. This plan shall be kept on file at the district and be available to ODE upon request.

### Modified Diploma

A modified diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic **content** standards adopted by the State Board of Education for a **high school** diploma while receiving reasonable modifications and accommodations. ~~To be eligible for a modified diploma, a student must~~ A modified

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SB 3 (2023) added one-half credit each of higher education and career path skills and personal financial education to the diploma and the modified diploma, therefore, reducing the number of elective credits by 1 to maintain the 24 credits. Both of these are effective for students who began grade 9 in the 2023-2024 school year.

diploma may only be awarded to a student who meets the eligibility criteria below and other criteria, if applicable, outlined in OAR 581-022-2010 (3):

1. ~~Have~~ The student has a documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers; or
2. ~~Have~~ The student has a documented history of a medical condition that creates a barrier to achievement.

Having met the above eligibility criteria, a modified diploma will be awarded to students who, while in grade nine through completion of high school, complete 24 credits ~~which shall~~ with at least 13 of those credits to include:

1. Three credits in language arts;
2. Two credits in mathematics;
3. Two credits in science;
4. Two credits in social sciences (which may include history, civics, geography and economics (including personal finance));
5. <sup>13</sup>One-half credit in personal financial education;
6. <sup>14</sup>One-half credit in higher education and career path skills;
7. One credit in health education;
8. One credit in physical education; and
9. One credit in career technical education, the arts or world languages (units may be earned in any one or a combination).

Students may earn additional credits to earn a modified diploma pursuant to OAR 581-022-2010.

In addition to credit requirements as outlined in OAR 581-022-2010, a student must:

1. <sup>15</sup>Demonstrate proficiency in the Essential Skills of reading, writing and apply mathematics in a variety of settings;
2. Develop an education plan and build an education profile; and
3. Demonstrate extended application of standards through a collection of evidence (or include evidence in existing collection(s)).

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<sup>13</sup> This unit of credit applies to all students who are awarded a modified diploma on or after January 1, 2027.

<sup>14</sup> This unit of credit applies to all students who are awarded a modified diploma on or after January 1, 2027.

<sup>15</sup> The State Board of Education has waived this requirement in Essential Skills for students graduating through the 2027-2028 school year.

Districts may make modifications to the assessment for students who seek a modified diploma when the following conditions are met:

1. For a student on an individualized education program (IEP) or Section 504 plan, any modifications to work samples must be consistent with the requirements established in the IEP or 504 plan. Modifications include practices and procedures that compromise the intent of the assessment through a change in the achievement level, construct, or measured outcome of the assessment. This means that IEP or 504 school teams responsible for approving modifications for a student's assessment may adjust the administration of the assessment and/or the assessment's achievement standard. The IEP or 504 team must inform the student's parent that the use of a modification on an assessment will result in an invalid assessment;
2. For a student not on an IEP or 504 plan, any modifications to work samples must have been provided to the student during their instruction in the content area to be assessed and in the year in which the student is being assessed, and modifications must be approved by the school team that is responsible for monitoring the student's progress toward the modified diploma.

A student's school team (which must include an adult student, parent/guardian of the student) shall decide ~~that~~ if a student ~~should~~ will work toward a modified diploma no earlier than the end of grade six and no later than two years before the student's anticipated exit from high school. A student's school team may decide to revise a modified diploma decision.

A student's school team may decide that a student who was not previously working toward a modified diploma should work toward one when the student is less than two years from anticipated exit from high school if the documented history has changed.

~~Beginning in grade five or beginning after a documented history to qualify for a modified diploma the district shall annually provide to the parents or guardians of the student, information about the availability and requirements of a modified diploma.~~

For students with a documented history as described above, the district shall annually provide the parents or guardians of students, beginning in grade five or after such documented history has been established, the following:

1. Information about the availability of high school diplomas, modified diplomas and the requirements for such diplomas; and
2. A disclosure that students awarded a certificate of attendance will not be counted as a high school graduate in any reporting for the State or district and that such students awarded a certificate of attendance may not indicate they received a high school diploma on applications for employment, military service, financial aid, admittance to an institution of higher education or any other purpose.

### **Extended Diploma**

An extended diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic content standards adopted by the State Board of Education for a **high school** diploma while receiving **reasonable** modifications and accommodations.

To be eligible for an extended diploma, a student must:

1. While in grade nine through completion of high school, complete 12 credits, which may not include more than ~~six~~ 6 credits in a self-contained special education classroom, and will include:
  - a. Two credits in mathematics;
  - b. Two credits in language arts;

- c. Two credits in science;
  - d. Three credits in history, geography, economics or civics;
  - e. One credit in health;
  - f. One credit in physical education; and
  - g. One credit in the arts or a world language; and
2. Have a documented history of:
- a. An inability to maintain grade level achievement due to significant learning and instructional barriers;
  - b. A medical condition that creates a barrier to achievement; or
  - c. A change in the student's ability to participate in grade level activities as a result of a serious illness or injury that occurred after grade eight.

A change in the student's ability to participate in grade level activities as a result of a serious illness or injury that occurred after grade eight. ~~Beginning in grade five or beginning after a documented history to qualify for an extended diploma, the district shall annually provide to the parents or guardians of the student, information about the availability and requirements of an extended diploma.~~

~~For students with a documented history, the district shall annually provide the parents or guardians of such students, beginning in grade five or after such documented history has been established, the following:~~

- 1. ~~Information about the availability of high school diplomas, modified diplomas and the requirements for such diplomas; and~~
- 2. ~~A disclosure that students awarded a certificate of attendance will not be counted as a high school graduate in any reporting for the state or district and that such students awarded a certificate of attendance may not indicate they received a high school diploma on applications for employment, military service, financial aid, admittance to an institution of higher education or any other purpose.~~

### **Alternative Certificate**

~~An alternative certificate will be awarded to students who do not satisfy the requirements for a diploma, a modified diploma, or an extended diploma if the students meet all of the following minimum requirements established by the district:~~

- 1. ~~Student has an active education plan and profile that has been reviewed and updated within the past 60 days.~~
- 2. ~~Student has met minimum number of high school credits and been considered for a standard, modified or extended diploma and is not eligible for any of the three.~~
- 3. ~~Student has completed the Work Keys Assessment in both reading and math.~~
- 4. ~~Student has been in high school for not less than 4 years, unless there is a waiver submitted for gaining the alternative certificate within 3 years by parent/guardian or adult student.~~
- 5. ~~Student has not been dropped for non-attendance or referred for truancy.~~
- 6. ~~Student has been advised and counseled on all available alternative education options.~~
- 7. ~~Student has a class schedule and a graduation plan that starts in 11<sup>th</sup> grade that culminates in the alternative certificate.~~

~~8.—Student has completed the district application for the alternative certificate.~~

~~Alternative certificates will be awarded based on individual student needs and achievement.~~

~~Beginning in grade five or beginning after a documented history to qualify for an alternative certificate the district shall annually provide to the parents or guardians of the student, information about the availability and requirements of an alternative certificate.~~

### **Certificate of Attendance**

A {<sup>16</sup>} certificate of attendance<sup>17</sup> will be awarded to students who:

1. Have maintained regular full-time attendance<sup>18</sup> for at least four years beginning in grade nine;
2. Do not satisfy requirements for a high school diploma, modified diploma or extended diploma; and
3. Have a documented history<sup>19</sup>.

For students with a documented history<sup>20</sup>, the district shall annually provide the parents or guardians of such students, beginning in grade five or after such a documented history has been established, the following:

1. Information about the availability of high school diplomas, modified diplomas and the requirements for the diplomas; and
2. A disclosure that students awarded a certificate of attendance will not be counted as a high school graduate in any required reporting for the State or district and that such students awarded a certificate of attendance may

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<sup>16</sup> {The Board shall define criteria for a certificate of attendance. OAR 581-022-2200 (3). See the Oregon Department of Education’s *Certificates for School Completion: Questions and Answers Related to the Implementation of SB 992*. }

<sup>17</sup> A student who began grade 9 before July 1, 2020, may be awarded an alternative certificate if the student satisfies the requirements for an alternative certificate which are in effect on the day before July 1, 2024.

<sup>18</sup> {There is no established definition of “regular full-time attendance. The district should review any existing attendance definitions, consider the needs of students in the district and establish clear criteria. This should include how excused and unexcused absences are counted. A few options are provided.}

“Regular full-time attendance” means not being absent for more than 10 percent of school days that the student is enrolled in a school year. See OAR 581-020-0631 for definition of chronic absenteeism. Excused absences [are considered absences for this purpose] [will not be counted against a student.

“Regular full-time attendance” means not having eight or more unexcused absences in any four-week period during which school is in session. See ORS 339.065 for definition of irregular attendance. This will be calculated on an annual basis and equates to having unexcused absences for less than 20 percent of the days or class periods during which school is in session.

<sup>19</sup> “Documented history” means evidence in the cumulative record and education plans of a student that demonstrates the inability over time to maintain grade level achievement even with appropriate modifications and accommodations.

<sup>20</sup> “Documented history” means evidence in the cumulative record and education plans of a student that demonstrates the inability over time to maintain grade level achievement even with appropriate modifications and accommodations.

<sup>22</sup>Requirements for the completion of the International Baccalaureate diploma and career-related programmes can be found in the Graduation Rules and Awarding Academic Credit document.

not indicate they received a high school diploma on applications for employment, military service, financial aid, admittance to an institution of higher education or any other purpose.

### Diploma Awarded to Veterans

The district will issue a high school diploma, upon request, to a person who resides within the boundaries of the district or resides in Oregon and attended a high school in the district, if the person:

1. Attended a high school before serving in the U.S. Armed Forces;
2. Presents discharge papers (Form DD214) establishing details of service and discharge or release from service under honorable conditions; and
3. Served in the U.S. Armed Forces at any time during World War I, World War II, The Korean Conflict or The Vietnam War, or served and was physically present in Operation Urgent Fury (Grenada), Operation Just Cause (Panama), Operation Desert Shield/Desert Storm (the Persian Gulf War), Operation Restore Hope (Somalia), Operation Enduring Freedom (Iraq), or served in the U.S. Armed Forces in an area designated as a combat zone by the President of the United States.

Each veteran receiving a diploma shall have the option of participating in the high school graduation ceremony. A representative of a deceased person who meets the requirements for the award of a diploma may make a request on behalf of the deceased person if the deceased person resided within the boundaries of the district at the time of death or was a resident of Oregon at the time of death and attended a high school in the district.

### 4J Honorary Diploma

The district will issue a 4J honorary diploma certificate, at the request of a parent or guardian, for a deceased student who died while enrolled in 11th or 12th grade before completing graduation requirements.

To be eligible for an honorary diploma certificate, the student must have attended a district high school, completed the prior school year, and been enrolled in 11th or 12th grade at the time of their death.

The honorary diploma certificate will be issued on or after the graduation date of the class in which the student was enrolled at the time of death.

Issuance of an honorary diploma certificate may be withheld at the superintendent's discretion.

### Other District Responsibilities

The district will ensure that all students have onsite access to the appropriate resources and courses to achieve a high school diplomas, a modified diplomas, an and extended diplomas, ~~or an alternative certificate~~ at each high school in the district. The district will provide [age-appropriate and developmentally appropriate] literacy instruction to all students until graduation.

The district may not deny a student ~~the opportunity to pursue a diploma with more stringent requirements than a modified diploma or an extended diploma or an extended diploma for the sole reason the student~~ who has the documented history listed under the ~~above~~ modified diploma or extended diploma requirements ~~outlined above the opportunity to pursue a diploma with more stringent requirements, for the sole reason the student has the documented history.~~

The district may award a modified diploma or an extended diploma to a student only upon the written consent of a student who is **an emancipated minor** or who has reached the age of 18 (**adult student**) at the time the modified or extended diploma is awarded, or the student's parent or guardian. The district **shall must** receive the written consent during the school year in which the modified diploma or the extended diploma is awarded.

A student shall have the opportunity to satisfy the requirements for a modified diploma, an extended diploma or **an alternative certificate a certificate of attendance** in the later of 4 years after starting ~~the ninth~~ grade 9, or until the student reaches the age of 21 **years** if the student is entitled to a public education until the age of 21 under state or federal law.

A student may **satisfy complete** the requirements for a modified diploma, an extended diploma or **an alternative certificate a certificate of attendance** in less than four years but not less than three years. To satisfy the requirements for a modified diploma, an extended diploma or **an alternative certificate a certificate of attendance** in less than ~~four~~ 4 years, the student's parent or guardian or a student who is emancipated or has reached the age of 18 must provide written consent which clearly states the parent, guardian or student is waiving the fourth year and/or years until the student reaches the age of 21. A copy of the consent will be forwarded to the district superintendent who will annually report to the Superintendent of Public Instruction the number of such consents.

A student who qualifies to receive or receives a modified diploma, an extended diploma, or **an alternative certificate a certificate of attendance** shall have the option of participating in a high school graduation ceremony with the student's class.

A student who receives a modified diploma, an extended diploma, or **an alternative certificate a certificate of attendance** shall have access to instructional hours, hours of transition services and hours of other services that are designed to meet the unique needs of the student **and**. ~~When added together, the district will~~ provide a total number of hours of instruction and services **to the student** that equals at least the total number of instructional hours that **are** is required to be provided to students who are attending a public high school. **The district may not unilaterally decrease the total number of hours of instruction and services to which the student has access regardless of the age of the student.**

The district will award to students with disabilities a document certifying successful completion of program requirements. No document issued to students with disabilities educated in full or in part in a special education program shall indicate that the document is issued by such a program. When a student who has an IEP completes high school, the district will give the student an individualized summary of performance.

Eligible students with disabilities are entitled to a free appropriate public education (FAPE) until the age of 21, even if they have earned a modified diploma, an extended diploma, **an alternative certificate a certificate of attendance** or completion of a General Education Development document. The continuance of services for students with disabilities for a modified diploma, extended diploma or **alternative certificate certificate of attendance** is contingent on the IEP team determining the student's continued eligibility and special education services are needed.

Students and their parents will be notified of graduation and diploma requirements.

The district may not deny a diploma to a student who has opted out of statewide assessments if the student is able to satisfy all other requirements for the diploma. Students may opt-out of the ~~Smarter Balanced or alternative Oregon Extended Assessment~~ **Oregon statewide assessments in language arts and/or mathematics** by completing the Oregon Department of Education's Opt-out Form<sup>21</sup> and submitting the form to the district.

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<sup>21</sup> Oregon Department of Education page for: [30-day notice and opt-out form](#)

Course syllabi shall be written for courses in grades 9 through 12 and shall be available to students, staff, parents, the Board and other interested individuals.

The act of student-initiated test impropriety is prohibited. A student that participates in an act of student-initiated test impropriety will be subject to discipline. “Student-initiated test impropriety” means student conduct that is inconsistent with the *Test Administration Manual* or accompanying guidance; or results in a score that is invalid.

END OF POLICY

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**Legal Reference(s):**

<a href="#">ORS 329.007</a>	<a href="#">ORS 339.115</a>	<a href="#">OAR 581-022-2010</a>
<a href="#">ORS 329.045</a>	<a href="#">ORS 339.505</a>	<a href="#">OAR 581-022-2015</a>
<a href="#">ORS 329.451</a>	<a href="#">ORS 343.295</a>	<a href="#">OAR 581-022-2020</a>
<a href="#">ORS 329.479</a>		<a href="#">OAR 581-022-2025</a>
<a href="#">ORS 332.107</a>	<a href="#">OAR 581-021-0009</a>	<a href="#">OAR 581-022-2030</a>
<a href="#">ORS 332.114</a>	<a href="#">OAR 581-022-0102</a>	<a href="#">OAR 581-022-2115</a>
<a href="#">ORS 336.585</a>	<a href="#">OAR 581-022-2000</a>	<a href="#">OAR 581-022-2120</a>
<a href="#">ORS 336.590</a>	<a href="#">OAR 581-022-2005</a>	<a href="#">OAR 581-022-2505</a>

*Test Administration Manual*, published by the OREGON DEPARTMENT OF EDUCATION.

*Certificates for School Completion: Questions and Answers Related to the Implementation of SB 992*, published by the OREGON DEPARTMENT OF EDUCATION.



**ITEM FOR ACTION AT A FUTURE MEETING (First Read)**

**Date of Meeting**  
 May 21, 2025

**Title**  
 Consider for approval the naming recommendation for the Chinese Immersion Elementary School located at 2200 Bailey Hill Road, Eugene, OR 97405.

**Presenters**  
 Ericka Thessen, Board Member  
 Jen Hebard, Principal  
 Xiaowen Jensen

**Overview**

Following an 18-month, community-centered process, the Eugene School District 4J Naming Recommendation Committee invited the Chinese Immersion School community and the broader 4J public to help select a permanent name for the Chinese Immersion Elementary School. The goal was to identify a name that reflects the school’s mission, multilingual identity, and commitment to student growth and belonging.

This work was conducted in alignment with [Board Policy FF—Naming Schools, Programs and Properties](#) and [Administrative Rule FF-AR—Naming Schools, Programs and Properties](#). The survey results will inform the official naming decision to be made by the Board later this spring.

The results of the final survey, which closed on May 15, 2025, are submitted here to inform the board's decision-making process; 444 responses were submitted across multiple stakeholder groups.

**Finalist Names & Symbolism**

Each name will be paired with the phrase “*Chinese Immersion Elementary School*” in keeping with naming conventions used by other 4J language immersion programs.

<b>Chinese Name</b>	<b>Pinyin</b>	<b>English Translation</b>	<b>Core Symbolism</b>
萌山	Méng Shān	Sprouting Mountain	It represents new growth and strength and evokes student potential and educational stability.

和林	Hé Lín	Harmony Grove	Reflects peace, unity, and community; aligned with values of benevolence, respect, and integrity.
桃李	Táo Lǐ	Home of Peaches and Plums	Derived from a Chinese proverb honoring teacher-student relationships and the legacy of learning.
晨星	Chénxīng	Morning Star	Symbolizes hope, guidance, and global citizenship; a forward-looking name connected to wisdom and aspiration.

**Overall Community Survey Results (All Respondents – 444 Total)**

- **Sprouting Mountain (Méng Shān): 29.3%**
- **Harmony Grove (Hé Lín): 28.6%**
- **Morning Star (Chénxīng): 25.5%**
- **Home of Peaches and Plums (Táo Lǐ): 16.2%**
- **Unsure: <1%**

**Summary:** *Sprouting Mountain and Harmony Grove* emerged as the top two community-wide preferences, with only a 0.7% difference between them—demonstrating close alignment and wide support for both.

**Disaggregated Results by Stakeholder Group**

**Chinese Immersion School Family/Parent/Guardian (Total: 80 responses)**

- **Morning Star (Chénxīng): 32 votes – 40.0%**
- **Harmony Grove (Hé Lín): 18 votes – 22.5%**
- **Sprouting Mountain (Méng Shān): 17 votes – 21.25%**
- **Peaches and Plums (Táo Lǐ): 13 votes – 16.25%**

**Summary:** *Morning Star* was the clear favorite among community members, capturing 40% of responses. *Harmony Grove* followed, with strong support tied to its inclusive and peaceful symbolism.

**Chinese Immersion School Staff (Total: 17 responses)**

- **Sprouting Mountain (Méng Shān): 7 votes – 41.17%**
- **Harmony Grove (Hé Lín): 4 votes – 23.52%**
- **Morning Star (Chénxīng): 4 votes – 23.52%**
- **Peaches and Plums (Táo Lǐ): 2 votes – 11.76%**

**Summary:** *Sprouting Mountain* was the top choice among staff, with over 40% support. *Harmony Grove* and *Morning Star* tied for second, each resonating with themes of community and guidance.

**Chinese Immersion School Students (Total: 61 responses)**

- **Harmony Grove (Hé Lín):** 22 votes – **36.06%**
- **Sprouting Mountain (Méng Shān):** 16 votes – **26.22%**
- **Morning Star (Chénxīng):** 16 votes – **26.22%**
- **Peaches and Plums (Táo Lǐ):** 7 votes – **11.47%**

**Summary:** Students favored *Harmony Grove*, emphasizing a desire for a peaceful, collaborative identity. *Sprouting Mountain* and *Morning Star* tied as second choices, reflecting a balance between growth and aspiration.

**Eugene 4J Staff (Not Connected to CI School) (Total: 283 responses)**

- **Sprouting Mountain (Méng Shān):** 90 votes – **31.80%**
- **Harmony Grove (Hé Lín):** 82 votes – **28.97%**
- **Morning Star (Chénxīng):** 61 votes – **21.55%**
- **Peaches and Plums (Táo Lǐ):** 50 votes – **17.66%**

**Summary:** Among 4J staff districtwide, *Sprouting Mountain* received the most votes, closely followed by *Harmony Grove*. The two names combined accounted for more than 60% of staff preference, showing strong alignment around values of growth, strength, and community.

**Top Two Name Preferences by Stakeholder Group**

Stakeholder Group	Total Responses	Top Choice	%	Second Choice	%
<b>Overall Community Survey</b>	444	Sprouting Mountain (Méng Shān)	29.3%	Harmony Grove (Hé Lín)	28.6%
<b>Chinese Immersion School Family/Parent/Guardian</b>	80	Morning Star (Chénxīng)	40.0%	Harmony Grove (Hé Lín)	22.5%
<b>Chinese Immersion School Staff</b>	17	Sprouting Mountain (Méng Shān)	41.17%	<i>Tie:</i> Harmony Grove / Morning Star	23.52%

<b>Chinese Immersion School Students</b>	61	Harmony Grove (Hé Lín)	36.06 %	<i>Tie</i> : Sprouting Mountain / Morning Star	26.22%
<b>Eugene 4J Staff (Not CI Connected)</b>	283	Sprouting Mountain (Méng Shān)	31.80 %	Harmony Grove (Hé Lín)	28.97%

**Themes from Community Feedback**

**Symbolic Alignment with Core Values**

- *Sprouting Mountain* was described as a metaphor for students' growth supported by a stable, nurturing environment—particularly resonant in Eugene’s natural landscape.
- *Harmony Grove* was widely celebrated for its emphasis on unity, peace, and shared learning.
- *Morning Star* was praised for evoking inspiration, guidance, and the aspiration to become global citizens.
- *Peaches and Plums* was deeply meaningful for heritage Chinese speakers, citing its traditional connection to education and mentorship.

**Cultural Resonance & Accessibility**

- Respondents emphasized the importance of cultural relevance, clarity of symbolism, and ease of pronunciation for both Mandarin and English speakers.
- Comments surfaced about the need for a name that is accessible to young children and clearly communicates the school’s purpose to the broader community.

**Stakeholder Voice**

- Respondents repeatedly emphasized that the voices of **the Chinese Immersion School's students, staff, and families**—especially those with Chinese heritage—should be prioritized in the final decision.
- There was consensus that the name should reflect cultural authenticity and the lived experiences of those within the program.

**Committee Recommendation and Next Steps**

The Naming Recommendation Committee reviewed over 27 original submissions and facilitated several rounds of community engagement to narrow the list to four culturally rooted and meaningful options.

The committee unanimously agrees that any of the four names would meaningfully and strongly reflect the school’s values and mission. With the process now completed and the community data reviewed, the Board will proceed with making the final decision.

As such, we respectfully submit these findings and survey results for Board action.

- **Board Presentation:** May 21, 2025
- **Board Decision, Formal Name Adoption & Public Announcement – June 5, 2025**  
Board Meeting

## **Closing**

Thank you for your leadership and ongoing support of multilingual education. The final name selected will serve not only as a formal title but as a lasting symbol of identity, inclusion, and purpose for our school community.

## **Recommendation**

This milestone will provide the school community with a meaningful and lasting identity, deeply rooted in both local and global perspectives.

The Superintendent recommends that the Board take action to approve the new name \_\_\_\_\_ for the Chinese Immersion Elementary School located at 2200 Bailey Hill Road, Eugene, OR 97405.

Respectfully submitted,

**Ericka Thessen**, Committee Representative and Community Member  
**Jen Hebard**, Principal, Chinese Immersion Elementary School  
**Xiaowen Jensen**, Teacher, Chinese Immersion Elementary School



# Naming Process of the Chinese Immersion Naming Committee & Final Four Names

May 21<sup>st</sup>, 2025

# The Process Summarized

## Naming Process Overview

- ▶ The Naming Committee was formed in February of 2024 & included staff, parents, and community members. We had parent representation from grade levels K-8 as well as a wide variety of Chinese Language Speakers from various regions of China.
- ▶ Collected name suggestions via In-Person Cultural Events, Surveys, School Newsletters. These were collected from January-October 2024.
- ▶ Reviewed submissions for cultural significance and school values alignment over the course of 5, 2 hour meetings.
- ▶ Narrowed the list of 27 names down to the 4 finalists through committee discussions, collaboration, using a set of established criteria.
- ▶ Final 4 names submitted to Superintendents Office, and sent out for community feedback on May 7<sup>th</sup>.
- ▶ May/June, Eugene School District 4J School Board to choose the final name based on the four finalists

**We invite the Eugene School District 4j Board to select a name that reflects the spirit of our school, community, and cherished home in Eugene**

## Presenting the Four Finalist School Names:

Name (Chinese)	Pinyin	English Translation	Symbolism & School Pillars
萌山	Méng Shān	<i>Sprouting Mountain</i>	萌 (Méng, sprout) symbolizes new growth and 山 (Shān, mountain) represents strength. Together, they evoke a school community where students thrive with <b>Wellness</b> and <b>Wisdom</b> .
和林	Hé Lín	<i>Harmony Grove</i>	和 (Hé, harmony) represents peace and unity, and 林 (Lín, grove) reflects community connection. This name promotes inclusion and embodies <b>Benevolence, Respect, and Integrity</b> .
桃李	Táo Lǐ	<i>Home of Peaches and Plums</i>	Rooted in the proverb “peaches and plums fill the door,” it honors the relationship between teachers and students, celebrating <b>Benevolence</b> and <b>Wisdom</b> .
晨星	Chénxīng	<i>Morning Star</i>	晨星 (Chénxīng) represents the morning star, symbolizing hope and direction. It reflects our mission of inspiring global citizens with <b>Wisdom</b> and <b>Benevolence</b> .

## Appreciation & Next Steps:

- ▶ I'd like to extend heartfelt gratitude to the Chinese Immersion Naming Committee, comprising approximately 25 parents, staff, and community members. Their dedicated, thoughtful engagement and collaborative spirit, driven by a deep commitment to our students and community, were truly inspiring. Thank you!
- ▶ Heartfelt thanks to Board Member Thessen for your invaluable support and dedication to our Naming Committee. Your time, energy, and commitment to our school community are deeply appreciated!
- ▶ To Superintendent Gill and the Eugene School District 4J School Board; We deeply appreciate your leadership and steadfast support for multilingual education. The chosen name will stand as a powerful beacon of our school community's identity, inclusivity, and shared purpose.

### Next Steps:

**Our students, staff, and community are eagerly awaiting the final name selection.  
We humbly pass this along into your capable hands.**

**&**

**We are excited to hear your decision!**



## **Item For Action At A Future Meeting**

### **Date of Meeting**

May 21, 2025

### **Title**

The 2026-2027 School Year Calendar and Adjustments to the 2025-2026 Calendar

### **Presenter**

Brooke Wagner, D.Ed., Assistant Superintendent for Administrative Services  
Larry Williams, Assistant Superintendent for Instruction & Access  
Kat Lange, Assistant Superintendent of Student Support Services/Well-Being

### **Background**

An approval of the two-year academic calendar sets up the district up to have a continual plan for the upcoming two academic years. It also provides an informational tool to facilitate thoughtful planning for academic initiatives and professional learning; and for families to be able to plan future personal events and travel with the knowledge of when school is and is not in session. The current Eugene School District two-year calendar was approved by the school board on 4/14/24.

### **Proposed Changes:**

For the approved 2025-2026 school year calendar, we need to adjust the spring semester mid-term date from April 17, 2026 to April 10, 2026. Each semester should have equal weeks between the mid-semester grading day. The second semester for 2025-2026 school year is unequal with eight and ten weeks, so making this change corrects to nine weeks each and aligns with our neighboring school districts.

This revision was reviewed by Eugene Education Association (EEA) through the JCAC process within article 16.2.

Some highlights for the proposed 2026-2027 calendar include the following changes due to some unusual dates for recognized holidays (Labor day is Monday Sept. 7th and Juneteenth in 2027 falls on a Saturday so it is observed [Friday June 18](#)):

- Teachers report on Monday August 31, 2026
- Transition day for Kinder, grades 6 and 9 is Tuesday September 8, 2026
- October 9, 2026 is a no school day for students but a Planning day for staff
- Last day for students is Wednesday June 16, 2027

We also worked with EEA according to contract article 10.2.4.a. This will allow 45 calendar days to review and provide feedback to the district, prior to the school board consideration for approval. Below is the feedback received from EEA regarding the 2026-2027 school calendar:

- EEA appreciates the retention of transition days and the placement of the PD/Planning days on the calendar.
- EEA does not have additional feedback to provide regarding the 2026 – 2027 District proposed calendar.

**Budget/Resource Implications:**

The proposed calendar will not result in new costs.

**Recommendation:**

The superintendent recommends the proposed changes to the 2025-26 school calendar and the new 2026-2027 school calendar.

# 2025–26 District Calendar

Eugene School District 4J



## 2025

July					August					September				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	1	2	3	4					1	1	2	3	4	5
7	8	9	10	11	4	5	6	7	8	8	9	10	11	12
14	15	16	17	18	11	12	13	14	15	15	16	17	18	19
21	22	23	24	25	18	19	20	21	22	22	23	24	25	26
28	29	30	31		25	26	27	28	29	29	30			

October					November					December				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3						1	2	3	4	5
6	7	8	9	10	3	4	5	6	7	8	9	10	11	12
13	14	15	16	17	10	11	12	13	14	15	16	17	18	19
20	21	22	23	24	17	18	19	20	21	22	23	24	25	26
27	28	29	30	31	24	25	26	27	28	29	30	31		

### August

26-29 Teacher Planning/School Improvement

### September

- 1 Labor Day
- 2 No School: Planning Day
- 3 First Day: Kinder & Grades 6, 9
- 4 First Day: Grades 1–5, 7–8, 10–12  
All students attend

### October

10 No School

### November

- 10 No School: Mid-Term Grading/  
Professional Development 2.0 Hrs
- 11 No School: Veterans Day
- 24-25 No School: Parent/Teacher  
Conferences
- 26-28 No School: Thanksgiving Break

### December

22-31 Winter Break

### January

- 1–2 Winter Break (cont'd)
- 5 No School: Planning Day /  
Professional Development
- 19 No School: Martin Luther King, Jr. Day
- 30 No School: Semester Grading Day

### February

- 2 No School: Transition Planning
- 3 Start of 2nd Semester
- 16 No School: Presidents Day  
(possible weather make-up day)

### March

- 23-27 Spring Break
- 30 No School: Planning / Professional  
Development

### April

- 10 No School: Mid-Term Grading/  
Professional Development 2.0 Hrs

### May

25 No School: Memorial Day

### June

- 5 No School for Elementary: Grading
- 12 Last Day for Students: Half Day
- 15 No School: Semester Grading Day

## 2026

January					February					March				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
			1	2						2	3	4	5	6
5	6	7	8	9	2	3	4	5	6	9	10	11	12	13
12	13	14	15	16	9	10	11	12	13	16	17	18	19	20
19	20	21	22	23	16	17	18	19	20	23	24	25	26	27
26	27	28	29	30	23	24	25	26	27	30	31			

April					May					June				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3					1	1	2	3	4	5
6	7	8	9	10	4	5	6	7	8	8	9	10	11	12
13	14	15	16	17	11	12	13	14	15	15	16	17	18	19
20	21	22	23	24	18	19	20	21	22	22	23	24	25	26
27	28	29	30		25	26	27	28	29	29	30			

- First/Last Day of School
- School not in session, all grades
- No School: Teacher Planning
- No School: Possible Weather Make-Up Day
- No School: Grading/Professional Development
- No School: Parent/Teacher Conferences
- End of Semester

# 2026–27 District Calendar\*

## Eugene School District 4J



### 2026

**July**

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

**August**

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

**September**

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

**October**

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

**November**

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

**December**

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

### 2027

**January**

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

**February**

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

**March**

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

**April**

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

**May**

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

**June**

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

- First/Last Day of School
- School not in session, all grades
- No School: Grading/Professional Development
- No School: Teacher Planning
- No School: Parent/Teacher Conferences
- End of Semester
- No School: Possible Weather Make-Up Day

**August**

31 Teacher Planning/School Improvement

**September**

1-4 No School: Teacher Planning

7 Labor Day

8 First Day: Kinder & Grades 6, 9

9 First Day: Grades 1–5, 7–8, 10–12  
All students attend

**October**

9 No School: Planning Day

**November**

6 No School: Mid-Term Grading

11 No School: Veterans Day

23-24 No School: Parent-Teacher Conferences

25-27 No School: Thanksgiving Break

**December**

21-31 Winter Break

**January**

1-3 Winter Break (cont'd)

4 No School: Planning / Professional Development

18 No School: Martin Luther King, Jr. Day

29 No School: Grading Day - Semester ends

**February**

1 No School: Transition Planning

2 New Semester

15 No School: Presidents Day  
(possible weather make-up day)

**March**

22-26 Spring Break

29 No School: Planning / Professional Development

**April**

9 No School: Mid-Term Grading / Professional Development 2.0 Hrs.

**May**

31 No School: Memorial Day

**June**

11 No School for Elementary: Grading

16 Last Day for Students: Half Day

17 No School: Semester Grading Day



## **ITEM FOR ACTION AT A FUTURE MEETING**

### **Date of Meeting**

May 21, 2025

### **Title**

2025-26 Board of Directors Meeting Calendar Draft (First Read)

### **Presenter**

Jenny Jonak, Board Chair

### **Description**

The draft 2025-26 Board of Directors meeting calendar is based upon the 2024-25 school year Board meeting calendar. Additional Board meetings and Board executive sessions may be scheduled during the year; board members are asked set aside every Wednesday evening for the purpose of attending an added Board meeting if one is called.

For the 2024-25 school year, the Board adopted a new model, with the first scheduled Board meeting of the month being a Regular Board meeting and the second Board meeting of the month a Board Work session.

The draft 2025-26 Board meeting calendar is based on the 2024-25 Board meeting calendar. The proposed calendar has been reviewed and adjusted for major holidays, as well as spring and winter breaks.

Board agenda and related materials are provided to the Board and public on the Friday preceding a Wednesday Board meeting.

### **Recommendation**

The superintendent recommends approval of the proposed 2025-26 Board meeting calendar.

# 2025-26 Calendar

## Scheduled Regular Board Meetings and Board Work Sessions

### Eugene School District 4J Board of Directors

July 1, 2025 - June 30, 2026

Eugene School District 4J, 200 North Monroe St., Eugene, OR 97402 • www.4j.lane.edu • 541-790-7700

<u>Meeting Date</u>	<u>Meeting Type</u>	<u>Materials Delivered to Board</u>
Wed., Jul. 09, 2025	Organizational Board Meeting	Thu., Jul. 3, <b>2025</b>
Wed., Aug. 06	Regular Board Meeting	Fri., Jul. 25
Wed., Aug. 20	Board Work Session	Fri., Aug. 15
Wed., Sep. 03	Regular Board Meeting	Fri., Aug. 29
Wed., Sep. 17	Board Work Session	Fri., Sep. 12
Wed., Oct. 08	Board Meeting	Fri., Oct. 03
Wed., Oct. 22	Board Work Session	Fri., Oct. 17
Wed., Nov. 05	Regular Board Meeting	Fri., Oct. 31
Wed., Nov. 19	Board Work Session	Fri., Nov. 14
Wed., Dec. 10	Regular Board Meeting	Fri., Dec. 05
Wed., Jan. 21	Regular Board Meeting	Fri., Jan. 16, <b>2026</b>
Wed., Feb. 04	Regular Board Meeting	Fri., Jan. 30
Wed., Feb. 18	Board Work Session	Fri., Feb. 13
Wed., Mar. 04	Regular Board Meeting	Fri., Feb. 27
Wed., Apr. 15	Regular Board Meeting	Fri., Apr. 10
Wed., Apr. 29	Board Work Session	Fri., Apr. 24
Wed., May 13	Regular Board Meeting	Fri., May 08
Wed., May 27	Work Session	Fri., May 22
Wed., Jun. 10	Regular Board Meeting	Fri., Jun. 05

- Board meetings are typically held at 6 p.m. at the Eugene School District Education Center, 200 North Monroe Street.
- Additional meetings may be scheduled and meetings on this list may be rescheduled.
- Board members and staff are asked to hold all Wednesdays in case an additional meeting is scheduled.



## ITEM FOR ACTION AT A FUTURE MEETING (First Read)

### Date of Meeting

May 21, 2025

### Title

Consider for approval revisions to Board Policy IIA – Instructional Materials Selection

### Presenter

Erin Gaston, Curriculum and MTSS Administrator and Larry Williams, Assistant Superintendent of Instruction and Access

### Background:

School Board Policies are statements which set forth the purpose and prescribe in general terms the organization and program of a school system. They create a framework within which the superintendent and staff can discharge their assigned duties with positive direction.

There are several recommended changes to policy IIA – Instructional Materials Selection.

The Oregon School Board Association (OSBA) policy staff worked collaboratively with a work group comprised of school district and ESD (Education Service District) staff and professionals from the State Library of Oregon and Intellectual Freedom Committee. The results of this work group culminated proposed revisions to the policy.

The 4J Instruction and Access team reviewed the proposed revisions and also did some comparisons with other districts who are similar in size to 4J. The team analyzed how the current policy language has been implemented and felt it was time for substantial revisions to policy language that would be more aligned with district needs. The proposed revisions also bring the definitions of core and supplemental instructional materials into alignment with ODE's definitions. The revised language maintains stakeholder engagement, intentionally includes the use of the equity tool and provides the definition for district curriculum, library materials and classroom libraries.

The proposed revisions to policy language also and includes language directly from HB2023 which states the following:

Textbooks and other instructional materials shall adequately address the roles in and contributions to the economic, political and social development of Oregon and the United States by individuals who:

- 1) Are Native American;
- 2) Are of European, African, Asian, Pacific Island, Chicano, Latino or Middle Eastern descent;
- 3) Have disabilities;
- 4) Are immigrants or refugees; or
- 5) Are lesbian, gay, bisexual or transgender.

Policy IIA – Instructional Materials Selection was reviewed with the 4J Policy Workgroup over two separate meetings. The members of the Policy Workgroup heard directly from content experts who

shared information on the adoption cycles required by the Oregon Department of Education, the length of time the current adoption process takes and the number of stakeholders who participate in the process and provide feedback. This lengthy process ultimately results in the proposed curriculum being presented to the Board for formal adoption.

Curriculum adoptions are necessary to maintain high quality learning opportunities for our students. However, curriculum adoptions are not inexpensive. The price of purchasing adopted curriculum is often in the millions of dollars. The amount of staff time reviewing and piloting different curriculum to determine what will work best in our district, can also be counted as a substantial investment into this process. Once the curriculum has been adopted, there is another investment to be made in professional development for staff members who will be implementing the curriculum and engaging students in the learning process.

Adopting curriculum is an important function of the Eugene School District 4J Board of Directors. When investing substantial budget dollars into the purchase of curriculum, the Board deserves to know that all stakeholder voices were heard and a fair and equitable process was used in selecting the curriculum.

Ensuring our students receive the best education possible is of utmost importance to the Board and to district staff.

**Summary:**

As curriculum requirements have evolved and changed over the years, this policy has undergone several revisions.

Staff respectfully request that the Board approve the proposed revisions to IIA – Instructional Materials Selection.

Policy IIA was most recently revised in 2018.

Code:	IIA
Adopted:	7/02/73; 6/16/75
Revised/Readopted:	4/16/80; 10/17/90; 12/11/02; 4/20/16; 11/07/18; <del>XX/XX/XX</del>
Orig. Code:	IIA; 4310; 7310.7-7310.8; 7310.1-7310.6

**Proposed Revisions Format:**

Revised content presented in **RED Font**;  
Deleted content presented in **GREEN Font**;  
Continuing policy content in **BLACK Font**

**Options and Alternatives:**

The Board may choose to accept revisions to Policy IIA as proposed and approve the policy. The Board may wish to direct staff to make further revisions.

The Board has the authority to approve a policy on the “First Read” should they choose to do so.

**Recommendation**

The superintendent recommends the board approve revisions to Board Policy to IIA – Instructional Materials Selection.

# Eugene School District 4J

Code: IIA  
Adopted: 7/02/73; 6/16/75  
Revised/Readopted: 4/16/80; 10/17/90; 12/11/02;  
4/20/16; 11/07/18; XX/XX/XX  
Orig. Code: IIA; 4310; 7310.7-7310.8;  
7310.1-7310.6

## Instructional Resources/Instructional Materials Selection

The Board believes proper care and judgment should be exercised in selecting core and supplemental instructional materials and school and classroom library materials, and that those materials should be inclusive of populations represented in a global society. The process to select materials will reflect respect for all people, regardless of race, color, creed, national origin, age, sex, sexual orientation, gender identity, or disability.

Textbooks and other instructional materials shall adequately address the roles in and contributions to the economic, political and social development of Oregon and the United States by individuals who:

- 1) Are Native American;
- 2) Are of European, African, Asian, Pacific Island, Chicano, Latino or Middle Eastern descent;
- 3) Have disabilities;
- 4) Are immigrants or refugees; or
- 5) Are lesbian, gay, bisexual or transgender.

The district requires adopted instructional materials to be used in its schools as the primary instructional sources in elementary program areas or in a secondary course of study. Materials must be in use in classrooms at the beginning of the next school year following board approval.

~~To improve the quality of instructional programs and to respond to changing instructional, societal and community needs; curriculum cannot remain static. It is essential to modify or replace curricula over time to meet these changing conditions, ensuring that quality educational programs are in place to serve each individual student's learning needs.~~

~~For purposes of this policy, instructional material is defined as any organized system that constitutes the major instructional vehicle for a given course of study or any part thereof. The Board believes that the district's instructional materials should represent the highest quality materials available to students and should align with current state, national and/or curricular area standards.~~

~~Consistency across the district, particularly in the core curricular areas, is a priority. The Board will adopt instructional materials in core subject areas and the responsibility to select other instructional materials is delegated to the superintendent or designee. The process for selecting instructional materials will be detailed in the associated administrative rules.~~

~~The district will establish a process and timeline for regularly determining and considering whether the textbooks and other instructional materials are available through online resources that enable students with print disabilities to receive textbooks and instructional materials free of charge.~~

### Criteria for the Adoption of Core Instructional Materials ~~Criteria for Selection of Instructional Materials~~

The district shall adopt instructional materials in accordance with Oregon statutes and regulations and the following basic criteria:

1. Materials will allow students to acquire the knowledge and skills they need to succeed.
2. Materials will meet high standards of quality in factual content and presentation, and be grounded in best practices and based on current research.
3. Materials will be appropriate for the subject area, the age, the social and emotional development, and the diverse ability levels **and learning styles** of the students for whom the materials are selected.
4. Materials will be culturally and racially responsive and contribute to a multicultural perspective, in accordance with the district's equity decision tool.
5. Materials will meet current state content standards in that subject area. They will also meet technological requirements as well as the National Instructional Materials Accessibility Standards (NIMAS) to accommodate students with visual or print disabilities.
- ~~6. Materials will be selected with the involvement of staff, parents and community members.~~

### **Core Instructional Materials**

The board retains the authority to approve core instructional materials used in district schools and authorizes the superintendent or designee to develop and implement administrative regulations governing selection and adoption of such materials. Procedures will provide involvement of staff, parents, students, and community members. The adoption process will use established selection criteria to contribute to the attainment of district, program, and course or grade-level goals; and will reflect recent knowledge, trends, and technology in the field.

The district will review core instructional materials in accordance with the State Board of Education adoption cycle. Each core instructional program and its instructional materials will be reviewed on a seven-year cycle, except when the Board is authorized by the Superintendent of Public Instruction to postpone for a reasonable period of time. Any resulting recommendations will be issued by district administration to the Board for approval. All recommended core instructional materials shall be approved by the Board prior to use. The adoption of textbooks for American history and government by the Board and any committee shall be done in a manner in accordance with ORS 337.260. The district will establish a process and timeline for regularly determining and considering whether core instructional materials are available through online resources that enable students with disabilities to receive textbooks and instructional materials free of charge.

Once approved, core instructional materials are to be the primary instructional resource in the area for which it was adopted. The district shall furnish adopted materials for all grades to all students free of charge.

The district may choose to independently adopt core instructional materials which are not on the state-approved list, using state-approved selection criteria. (see administrative regulation IIA-AR – Instructional Materials Selection)

### **Supplemental Instructional Materials**

Any supplemental instructional materials intended for use district-wide will be developed and selected by a process determined by the Office of Instruction and Access. These supplemental materials intended for district-wide programs will become part of the core curriculum adopted by the Board.

Teachers, principals, librarians, and/or others, may select additional supplemental materials to enhance, differentiate, or support but not replace, the core curriculum. All supplemental materials used in classrooms must be accessible and at a suitable reading and instructional level for the intended audience.

### **School Library Materials**

All school library materials will be selected by a librarian using established selection criteria. Such materials will contain suitable readability levels.

### **Classroom Library Materials**

All classroom library materials will be selected by a classroom teacher and/or others, with no formal selection procedure. Such materials will contain suitable readability levels. Teachers are responsible for knowing the available materials in their classroom library.

## **Definitions**

### **Instructional Materials**

For the purposes of this policy, “instructional materials” include the following:

- core instructional materials;
- supplemental materials;
- school library materials; and
- classroom library materials.

### **Core Instructional Materials**

Core Instructional materials are considered to be the major instructional vehicle for a given course of study, or any part thereof. Core instructional materials may include digital or print textbooks and adaptive or personalized learning programs and are adopted and paid for by the district. Core instructional materials may include such instructional materials as hardbound or softbound books, sets or kits of print and non-print materials, including electronic and internet or web-based materials or media. These materials are adopted by the board.

### **Supplemental Instructional Materials**

Instructional materials that are used as part of the course of study, which are not part of core instructional materials, are considered supplemental instructional materials. They contain materials to supplement and/or differentiate core instruction and are generally teacher selected. These materials are not adopted by the board.

The District may require or assign supplemental materials to be used as part of Core Instructional Material in response to student data, gaps in standards, or to address needs within the adopted curriculum. These materials may be adopted as part of the Core Instructional Material adoption process or added at a later date.

### **School Library Materials**

Materials which are kept in the school library for student selection and use are considered school library materials. The use of these materials may not be required for a particular class, but they may be selected by students to use. These may include books, media, newspapers, magazines, videos, websites, or databases, including digital or print, etc. These materials are not adopted by the board.

### **Classroom Library Materials**

Materials which are kept in the classroom for student selection and use are considered classroom library materials. Use of these materials is not required by the class, but they may be selected by students to use. These may include books, media newspapers, magazines, videos, etc. These materials are not adopted by the board.

## Request for Reconsideration of Instructional Material

Any resident or employee may **challenge request a reconsideration** of the appropriateness of a district's instructional material. The district will provide a procedure to process such challenges in **Board Policy IIAA - Request for Reconsideration of Curriculum, Instructional, or Library Materials**. A material involved with a reconsideration will remain available throughout the reconsideration process. Materials will not be removed for discriminatory reasons.

This policy is not intended to cover classroom activities. Complaints regarding classroom activities unrelated to materials can be filed using other established district complaint procedures.

END OF POLICY

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### Legal Reference(s):

[ORS 174.100](#)  
[ORS 332.107](#)  
[ORS 336.035](#)  
[ORS 336.082](#)  
[ORS 336.840](#)  
[ORS 337.120](#)  
[ORS 337.141](#)

[ORS 337.150](#)  
[ORS 337.260](#)  
[ORS 337.511](#)  
[ORS 339.155](#)  
[ORS 659.850](#)  
  
[OAR 581-011-0050 - 0117](#)

[OAR 581-021-0045](#)  
[OAR 581-021-0046](#)  
[OAR 581-022-2310](#)  
[OAR 581-022-2340](#)  
[OAR 581-022-2350](#)  
[OAR 581-022-2355](#)

Every Student Succeeds Act, 20 U.S.C. §§ 6311-6322 (2018).

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018); 28 C.F.R. §§ 42.101-42.106 (2019).  
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018);  
Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2024).  
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).  
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).

### Cross Reference(s):

INB – Studying Controversial Issues  
KL – Public Complaints