

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

Date: May 25, 2022

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

ROLL CALL

BOARD MEMBERS:

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

STAFF:

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

MEDIA:

KRVM Radio, Double Sided Media, The Register Guard Newspaper

I. SPECIAL BOARD MEETING

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

II. ITEMS FOR ACTION

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

Presenter: Judy Newman, Board Chair

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

There was further discussion about mediation and termination without cause.

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

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

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

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

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

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

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

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

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

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

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

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

Presenter: Judy Newman, Board Chair

Superintendent Vandercar rejoined the meeting.

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

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

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

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

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

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

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

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

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

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

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

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

III. EXECUTIVE SESSION

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

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

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

Cydney Vandercar
District Clerk

Judy Newman
Board Chair

(Recorded by Eliza Drummond)