

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

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

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

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

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

I.	5:30–6:30 p.m. Work Session: Superintendent Search Process	3
II.	7:00 p.m. Regular Board Meeting:	
III.	Call to Order, Roll Call, Flag Salute, Land Acknowledgement	
IV.	Agenda Review	
V.	Introduction of Guests and Superintendent’s Report	
VI.	Comments by Board Chair	
VII.	Items Raised by the Audience	
VIII.	Comments by Employee Groups	
IX.	Comments and Committee Reports by Individual Board Members	
X.	Consent Group - Items for Action	
	1. Approve Enrolling Out-of-District Students in 2022–23 Prepared by: Kerry Delf, Chief of Staff	7
	2. Approve American Federation of Teachers (AFT) Educational Foundation Grant Matching Funds for Restorative Practices Program Prepared by: Andrea Belz, Director of Financial Services	9
	3. Approve Meeting Minutes: November 17, 2021 Board Meeting; December 1, 2021 Board Meeting	29
	4. Approve Contract with Ridgeline Montessori Public Charter School Prepared by: Christine Nesbit, General Counsel	58
XI.	Items for Information	
	1. Discuss Including Student Voice in Future Board Meetings (20 minutes) Prepared by: Alicia Hays, Maya Rabasa	88
XII.	Items for Action	
	1. Consider Revisions and Updates to Board Policies: (5 minutes) Prepared by: Christine Nesbit, General Counsel	91
	1. GBNAB/JHFE Suspected Abuse of a Child Reporting Requirements	
	2. JHFE/GBNAB Supected Abuse of a Child Reporting Requirements	
	3. GBNA A/JHFF Suspected Sexual Conduct with Students and Reporting Requirements	
	4. JHFF/GBNA A Suspected Sexual Conduct with Students and Reporting Requirements	
	5. IGBHA Alternative Education Programs	
	6. IGDJ Interscholastic Activities	
	2. Approve Superintendent Search Plan and Timeline Prepared by: Judy Newman	112
	3. Consider Resolution 2022-10 Authorizing Community Benefits Contracts (20 minutes) Prepared by: Carole Knapel, Capital Improvement Program Manager;	115

- Christine Nesbit, General Counsel; Ryan Spain, Director of Facilities
- XIII. Items for Action at a Future Meeting
1. Consider Renewal for the Public Charter School Contract with Twin River Charter School (10 minutes) 134
Prepared by: Casandra Kames, Curriculum Administrator & Eric Anderson, Director of Curriculum
 2. Approve Superintendent Evaluation Process (5 minutes) 212
Prepared by: Judy Newman, Board Chair
 3. Review Board Member Speaking Times and Purpose for Board Member Reports (20 minutes) 224
Prepared by: Judy Newman, Board Chair
 4. Approve Board Working Agreements: (20 minutes) 225
Presenters: Judy Newman, Board Chair and Martina Shabram, Vice Chair
- XIV. Suggestions by the Board for Consideration of Items at a Future Meeting
1. XIV.1. **2021–22 Board Meeting Dates:**
JULY: Thursday, July 1, 2021—Special Board Meeting
AUGUST: Wednesday, August 4 and Wednesday, August 18;
Board Retreat Dates: August 25 and August 28
SEPTEMBER: Wed., Sept. 1, Wed., Sept. 22 and Wed., Sept. 29
OCTOBER: Wed., Oct. 6; Wed., Oct. 13; Wed., Oct. 20; Wed., Oct 27
NOVEMBER: Wed, Nov. 3, Tuesday, Nov. 16, and Wed, Nov. 17; Tuesday, Nov. 23
DECEMBER: Wed. Dec. 1; Wed, Dec. 8; Wednesday, December 15
JANUARY 2022: Wednesday, January 12, 2022; **Board Retreat date TBD**
FEBRUARY: Wednesday, February 2 and Wednesday, February 16
MARCH: Wednesday, March 2 and Wednesday, March 16
APRIL: Wednesday, April 20
MAY: Wednesday, May 4 and Wednesday, May 18
JUNE: Wednesday, June 1 and Wednesday, June 22
- XV. Adjourn

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

INTERPRETERS FOR THE DEAF AND HARD OF HEARING:

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



ITEM FOR INFORMATION – WORK SESSION

Date of Meeting

December 15, 2021

Title

Superintendent Search Process

Presenter

Judy Newman, Board Chair

Description

The Board will discuss the search process for the permanent superintendent.

Superintendent Search Dates and Timelines Posting and Community Engagement and Training

Community Forums open to all - Advertised on websites, texts to staff and families and community partners AND invitations sent to priority community groups / partners

Tuesday - January 18, 2022 - 7 pm - 8:30 pm

Thursday - January 20, 2022 - 5- 6:30 pm

Saturday - January 22, 2022 - 1-2:30 pm

Board training on anti bias in hiring- Wednesday - January 19, 2022 from 5:30 - 9 pm

Meetings with students: Talking with Equity Directors, Admin and Principals to figure out how to do this best

We have Wednesday and Thursday during the day for these to happen

Meetings with staff: We are consulting with employee groups for best times. Friday, January 21, 2022 is a no students day

Teachers and specialists (EEA)- 3:30-5pm January 21, 2022

Classified staff- Bus drivers, custodians, nutrition workers, facilities and maintenance, receptionists, etc (OSEA)- TBA

Administrators, Managers and Principals (MAPS)- Either 9-10:30 am or 10-11:30 am, January 21, 2022

Community Forums on Zoom- at least two- Advertised on websites, texts to staff and families and community partners AND invitations sent to priority community groups / partners

Thursday January 13, 2022 - 5- 6:30 pm

Tuesday January 25, 2022 - 7- 8:30 pm

Two – Four zoom sessions with invited community leaders.

Process for Search

Board meeting 12/15/21 - Vote on process, timeline board subcommittee and roles and responsibilities.

Post and advertise position announcement 12/17/21 as a National Search

Work session Tentatively January 26th (after community input and before the 2/2/21 Board meeting)- Finalize the Qualifications and Characteristics in the position description

Board meeting 2/2/22 - The Board must formally approve the qualifications and characteristics and the complete position description before we can have an executive session.

February, 2022 – Narrow the applicants to semi finalists (# TBA)

March, 2022 – Narrow to finalists (# TBA but no more than 3)

April, 2022 – Final decision

Alma's roles and responsibilities:

- Keep the process moving
- Write the online survey- collect and collate and analyze the data
- Facilitate the forums, develop the questions and collect and collate and analyze the data
- Provide anti bias training(s) and support
- Develop a full position description of qualities and characteristics identified by board and stakeholders and community
- Develop rubric for scoring and selection process based on the community's identified qualities and characteristics
- Review initial applicants including reference checks to get it down to 10-15 qualified applicants to present to the Board

Board roles and responsibilities:

- Finalize the position descriptions including qualifications and characteristics
- Review applications and get to (#TBA) semi finalists
- Interview and get to finalists
- Interview and select superintendent

Subcommittee of the Board – Made up of the chair and 2 members (at least one member who has been through a superintendent search process)

- Work with Alma consultants to plan and coordinate the details of the process and logistics
- Work with Alma to keep the process on track

Staff roles and responsibilities:

- Lisa- logistics of meetings, assist with invitations etc
- Kerry – Communications, invitations, assist with logistics etc

12/15/21



ITEM FOR ACTION — CONSENT AGENDA

Date

December 15, 2021

Title

Approve Enrolling Out-of-District Students in 2022–23 (Interdistrict Transfers)

Presenter

Kerry Delf, Chief of Staff

Description

The board must annually approve the maximum number of interdistrict transfer requests into the district and out of the district that will be granted for the coming school year.

Interdistrict transfers are granted for the duration of a student's enrollment in a given school or K–12 language program. This is consistent with the policy for school choice transfers for district residents. Families must apply through the school choice / transfer process if they wish to change schools or when their child is changing school levels (from elementary to middle or middle to high school). However, under current law, once a student's district of residence has released them to transfer to another school district, additional consent is not required in subsequent years.

Out-of-district families seeking an interdistrict transfer are asked to indicate which schools they prefer for their students to attend, among the list of schools where there may be spaces available. At schools and grades where there are available spaces and no district residents on the waiting list, the district will approve enrollment for out-of-district students using an equitable lottery process with priorities including returning students and siblings.

Background

Eugene School District 4J has a policy of open school choice. Families who live in 4J may request to enroll their student in any school. Students are offered enrollment in an order determined by lottery.

Residents of other districts also may request to enroll in 4J under the "interdistrict transfer" process. The student's home district must consent to the transfer. The board has established standards for interdistrict transfers, including priorities for district admission and school placement, in Board Policy JECB, Admission of Nonresident Students. Students who reside in 4J have priority to enroll in 4J schools before transfers are granted to nonresident students.

Budget/Resource Implications

Eugene School District 4J has historically seen a net gain of students from transfers each year. However, the district of residence must consent to a transfer, so the number of students allowed to transfer to 4J may be limited by the decisions of other school districts.

State school funding follows transferring students to the district in which they enroll, providing resources that otherwise would not be received. In most cases added student enrollment is net neutral or positive to support student programming. In some individual cases the cost of services to an incoming student may exceed the revenue provided under the state school funding formula.

Equity Implications

Lottery processes have been established to provide equitable access to school choice for families regardless of their resources and ability to queue for available spaces. Priorities for enrollment have been established for in-district school choice and interdistrict transfers to keep families together and provide equitable access for families of all means. However, state law prohibits preferential enrollment for interdistrict transfer students based on race, ability or economic status.

Families of students attending a school other than their neighborhood school are responsible for transporting their students, and this is a barrier for some families.

Recommendation

The superintendent recommends that the board approve up to 400 interdistrict transfer slots for out-of-district students to transfer to the district and up to 400 slots for district students to transfer out of the district for the 2022–23 school year. The recommended maximums are set higher than the number of students expected to request transfers, to not create a barrier for students who request to transfer. The district will determine school placement for transfer students based on space availability and a lottery and post-lottery process consistent with Board Policy JECB.



CONSENT AGENDA – ITEM FOR ACTION

Date of Meeting

December 15, 2021

Title

Approve American Federation of Teachers (AFT) Educational Foundation Grant Matching Funds

Presenters

Andrea Belz, Director of Financial Services

Background

On March 2, 2021, OSEA Eugene Chapter 1 was awarded a grant in the amount of \$50,000 from the AFT Innovation Fund COVID-19 Rapid Response grant program. The purpose of this grant is to establish and build out a restorative practices program initially in one school district (Eugene School District 4J), and then have that program spread to other schools districts in the state. The District would like to support this effort with matching funds of \$50,000 from the Elementary and Secondary School Emergency Relief (ESSER) III grant funds awards to 4J by the Oregon Department of Education.

Board Policy DD *Grant Funding Proposals and Applications* states that new grant opportunities requiring an ongoing commitment of district resources beyond the grant funding period or current district resource commitments (staff time, matching funds) must be approved by the superintendent and the Board.

Budget/Resource Implications

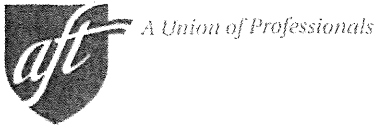
The current ESSER III budget contains a \$50,000 placeholder for this grant work, pending approval by the Board.

Board and Superintendent Goals

The recommendation supports the strategic goal of educational excellence with equitable access and outcomes for every student.

Recommendation

The Superintendent recommends a \$50,000 matching funds commitment to this grant to support the development of a restorative practices program at 4j.



March 3, 2021

Sheila Waggoner
President
OSEA Eugene Chapter 1
1146 W 7th Ave.
Eugene, OR 97402

Dear Sheila:

I am pleased to inform you that the American Federation of Teachers Educational Foundation (the Foundation) has approved a grant in the amount of \$50,000 to the OSEA Eugene Chapter 1 (the Grantee Organization). This award is being made in response to the application submitted on January 24, 2021 for the AFT Innovation Fund COVID-19 Rapid Response grant. The description and terms of the grant are detailed below.

Description of Grant

AFT EF Grant Number: 21-0011 (please include this on all grant-related correspondence)

Designated Project Manager: Georgiann Jones

Grant Purpose: to establish and build out a restorative practices program initially in one school district, and then have that spread to other school districts in the state.

Grant Reference Documents: Application Project Narrative & Budget Notes

Duration of Grant: March 1, 2021 to February 28, 2022

Payment Schedule: Payment of grant funds will be made after receipt of the following: countersigned copy of this letter, copy of the union's w9, and submitted ACH information. Payments shall be made in the following amount, on or around the following date:

March 15, 2021: \$50,000

Administration of Grant Money: The Grantee Organization must deposit the AFT Innovation Fund money into a separate bank account using its federal EIN. The signature of the Designated Project Manager and one other designated individual must be obtained on each check distributed from this account.

The American Federation of Teachers is a union of professionals that champions fairness; democracy; economic opportunity; and high-quality public education, healthcare and public services for our students, their families and our communities. We are committed to advancing these principles through community engagement, organizing, collective bargaining and political activism, and especially through the work our members do.

American Federation
of Teachers, AFL-CIO

AFT Teachers
AFT PSRP
AFT Higher Education
AFT Public Employees
AFT Nurses and Health
Professionals

555 New Jersey Ave. N.W.
Washington, DC 20001
202-879-4400
www.aft.org

Randi Weingarten
PRESIDENT

Fredrick C. Ingram
SECRETARY-TREASURER

Evelyn DeJesus
EXECUTIVE VICE PRESIDENT

VICE PRESIDENTS

J. Philippe Abraham
Shelvy Y. Abrams
Frederick Albert
Elba L. Aponte Santos
Barbara Bowen
Vicky Rae Byrd
Zeph Capo
Donald Carlisto
Larry J. Carter, Jr.
Kathy A. Chavez
Donna M. Chiera
Melissa Cropper
Amanda Curtis
Jolene T. DiBrango
GlenEva Dunham
Marietta A. English
Francis J. Flynn
Jeffery M. Freitas
Lisa Gourley
David Gray
Ron Gross
Anthony M. Harmon
David Hecker
Karla Hernandez-Mats
Jan Hochadel
Jerry T. Jordan
Frederick E. Kowal
Stephanie Ly
Terrence Martin, Sr.
John McDonald
Daniel J. Montgomery
Michael Mulgrew
Andrew Pallotta
Donna Phillips, RN
Juan Ramirez
Jesse Sharkey
Andrew Spar
Denise Specht
Wayne Spence
Jessica I. Tang
Adam Urbanski
Debbie White, RN
Carl Williams



The Grantee Organization is responsible for administering this account, including bookkeeping and auditing. Any employees hired under the grant are employees of the Grantee Organization, not of the AFT or the AFT Innovation Fund. The Grantee Organization is therefore responsible for processing any 1099 forms required for individuals paid with grant funding and for paying any employees under its usual payroll process.

Reporting Schedule: The following 2 brief reports will be required: A brief narrative and budget update midway through the grant year and a final report at the end of the grant year. These reports must be submitted to the Innovation Fund staff on the following due dates:

Midway update: August 1, 2021

Final report: March 15, 2022

Grantee Modification: Grant funds may be expended only for charitable, literary, or educational purposes. This grant is made only for the purposes stated in this letter under Grant Purpose section. It is understood that no substantial variances will be made from the budget without the AFT Innovation Fund's prior approval in writing. *Any grant funds not expended or committed for the purposes of the grant, or within the period stated above, will be returned to the AFT Innovation Fund.*

Grantee Cancellation: The Foundation reserves the right to cancel this grant if it determines, in its sole discretion, that the Grantee Organization's performance is unsatisfactory or that the Grantee Organization will be unable to complete the project and meet its goals as set forth in the grant agreement. If the Foundation cancels the grant, the Grantee Organization agrees to return any unexpended funds to the Foundation immediately and provide an accounting as to the use of any expended funds. In addition, if the Grantee Organization expends or commits any part of the grant funds for purposes or activities other than the purposes and activities for which this grant is made, the Grantee Organization must repay the Foundation an amount equal to the amount of grant funds so expended for other purposes or activities.

Public Materials Resulting from Grant: The mission of the AFT Innovation Fund is to provide resources to local and state affiliates of the AFT to carry out innovations that improve public schools and their communities, and to share these widely within and beyond AFT. Therefore, where applicable, grantees' materials may be posted on ShareMyLesson.com and on the AFT Innovation Fund's web page. These platforms will enable widespread use and exposure for such materials.

The Foundation shall be furnished digital copies of any publication, audio or video program, film or other media product produced by your organization under this grant for archival and/or research purposes. The Foundation shall have the right to

make and disseminate additional copies of any such grant product. In addition, the Grantee Organization hereby grants the Foundation a license to disseminate on the AFT website and/or on ShareMyLesson.com, any product produced by your organization under this grant, if applicable.

Branding: The Grantee Organization will credit the AFT Innovation Fund as the source for its grant-funded work, using the Innovation Fund's logo where appropriate. (This will be sent separately.) PLEASE NOTE that the full proper name is the AFT Innovation Fund.

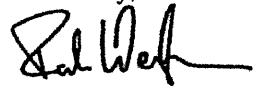
Record Maintenance and Inspection: The Foundation may monitor and conduct a review of operations under this grant, which may include a visit from Foundation personnel to observe the Grantee Organization's program, discuss the program and finances with personnel and review financial and other records and materials connected with the activities financed by the grant. The Foundation also reserves the right to conduct audits, including on-site audits, at any time during the term of the grant, and within four years after completion of the grant.

If the Grantee Organization is in agreement with the grant description and terms of use, please sign the Attachment 1. Retain a copy of the agreement for records and return the entire original to the Foundation as soon as possible.

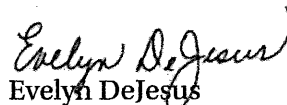
Communication regarding administrative arrangements for this grant should be directed to Eve Dailey, senior associate of the AFT Innovation Fund, by telephone at 202-393-6341 or via e-mail at edailey@aft.org.

On behalf of the foundation, I extend every good wish for the success of this endeavor.

Sincerely,



Randi Weingarten
President



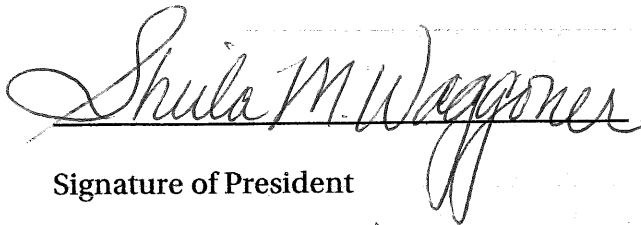
Evelyn DeJesus
Executive Vice President

RW/EDJ : VK opeiu#2 afl-cio

**American Federation of Teachers Educational Foundation
Grant #21-0011
Grant Agreement
Attachment 1**

Grant Agreement

This agreement is to be signed by the president of the OSEA Eugene Chapter 1 and by the Designated Project Manager signifying that both agree with and understand the description and terms specified above.



Signature of President

Sheila M. Waggoner

Printed Name

3/9/2021

Date



Signature of Project Manager

Georgiann Jones

Printed Name

3-9-2021

Date

District 4-J Restorative Practices Program
Submitted by Georgiann Jones
Project Manager of the Restorative Practices Program of the AFT Innovation
Fund 2021 Grant, Awarded to OSEA Chapter 1

Please read the background information provided in the attached “AFT Innovation Fund Request”.

The grant application was written months after the start of the Pandemic. It also was a response to our need to address issues of houseless families, poverty, racial injustices, and other issues of inequities and social justice.

This grant was written to build relationships and community within District 4-J, our OSEA chapter, and to broaden its reach further into our community and our state.

I pursued the funding opportunity because I am highly qualified to build a Restorative Practices Program and fully understand the effective impact it has in building community and restoring relationships and workplaces.

As Project Manager of this AFT Innovation Fund COVID-19 grant program, I hold the purpose close to me every day. My vision in making this happen started from my own previous training in facilitating circles and restorative conferences. As a teacher, I used these every day to build community and relationships. Using them every day brought on a special strength in working out conflicts when they arose, and encouraging collaboration when students were working on academic projects or didn't do too well on a paper. There was evidence of change – change in accountability, engagement, and positive behaviors. I was part of this for several years.

Since that time, I have spent several more years in research and coursework to acquire both resources and planning a design that would be modelled after other programs that have proven success within the U.S. I have a master's degree in training and organization development, and group dynamics.

Also, within the Oregon Department of Education's versions of “Ready Schools, Safe Learners”, guidelines for school districts during the Pandemic, I recognized the strong connections that restorative practices have with the four principles set within these guidelines:

1. Ensure Safety and Wellness (prioritize basic needs of food, shelter, wellness, and support mental, social, and emotional health of students and staff).
2. Cultivate connection and relationship. Where people feel safe, seen and valued.
3. Center equity. Apply an equity-informed, anti-racist, anti-oppressive lens to promote culturally sustaining and revitalizing educational systems that support every child (and I add: staff).
4. Innovate. This requires reflection and iteration.

(I have done a lot of reflection from my first proposal of a restorative practices program to the District 4-J School Board in June 2020, to now. I also have ideas and resources for surveys and evaluations for this program because ongoing reflection with an eye toward innovation is imperative.)

As I wrote for the AFT Innovation Fund grant, I kept a clear focus on the connections of the ODE guidelines. In the section, 4a. Equity, in "Ready Schools, Safe Learners", version 7.5.2, page 55, there is more than connection. It specifies:

"Create healing and relationship-building norms, such as community and restorative circles (virtual and physically distanced), mindfulness, and social emotional learning activities. Respond to trauma and collective grieving as it arises. These routines should continue in any of the learning models, including Comprehensive and Distance Learning."

Please note the attached documents: "AFT Innovation Fund Covid-19 Grant 2021 Purpose and Goals 2021" and "Restorative Practices (RP) Program Grant with International Institute for Restorative Practices Course Work First Four Months".

These are a view of the initial plans and what was achieved within the first four months of this grant.

Looking forward, I am looking for additional funding a partnership that communicates and agrees to our needs within a plan for continuation and strengthening of a Restorative Practices Program with District 4-J.

Let it be known that this plan is built upon a Definition of Restorative Practices taken from San Francisco Unified School District:

Restorative Practices are based on principles and processes that emphasize the importance of positive relationships as central to building community and repairing relationships when harm has occurred. This document is in response to a request to submit what I believe are needs to address in this program together and thoughts on a framework. With a restorative community process, I would like to hear the same from the district and we hope we can establish agreements and proceed together.

I am Project Manager of the Innovation Fund grant, and I want to continue in this role as this program builds with the district. But I do not wish to work solely. By its very nature and with the guiding principles, this program requires honest and fair collaboration. It requires teaming and respect with an equity lens.

Recently I have had two people in administration state as a reply to me in my desire to meet or collaborate: "In regard to restorative practices, we are still organizing our overall district plan." The "we" in this is excluding me.

I want to work with a team of people who will work equitably with the team that I have worked to build over the past months. I see possible team members being: Angela Crumm who has already spoken with me of her training and focus in restorative practices; Kat Skinner, who deals with harmful actions of students, truancy and other issues; the new coordinator of suicide prevention; a BIPOC group leader; a Black Student Group coach; a person involved in poverty and houseless issues; a counselor; a data expert; a technology expert; a representative for building principals, such as Kay Graham, who has joined to take the basic courses from the International Institute of Restorative Practices (IIRP) through our grant program during its first four months, and who has a focus to develop the program at Sheldon with two of our IIRP certified trainers in her building already ; a member of the curriculum planning

team; some members of professional development who will be trained to train others to be facilitators, and who will collaborate with our team of trainers to bring internal professional development to building staff who are developing restorative practices programs in their buildings.

This is clearly a program where everyone is equally accountable and sharing together with a common knowledge and passion for the work done in restorative practices.

Those who I have mentioned in the group who have no training need to have training. A suggestion is for the Superintendent and at least one board member to also receive the basic training.

Even though restorative practices programs are successfully implemented in a grassroots way, it is as important to have knowledge and support from the top leaders too. Therefore, district principals are recommended to have the training and join in follow-up circles.

We need to provide surveys of both administrators and staff and establish measures on knowledge of restorative practices in schools and staff, as well as having base measures on attendance, referrals, suspensions of students. Having an effective data-collection program and a person to supervise this and report to us will be important.

I need to fully participate with District 4-J in data-collecting, planning, and implementing the use of funds to sustain the program, planning, and designing the professional development within the scope of restorative practices, and in writing reports to funders, providing a program newsletter, giving presentations to community organizations, parents, and others.

I need to continue working with the ODE in reporting our program, along with the Superintendent and others. I have already begun this process and we had a meeting on August 27, 2021, with Sheila Waggoner, OSEA Chapter 1 President, and myself. We were introduced by one of the AFT Directors who has been supporting us in our grant program. I agreed that we will keep members of the Office of Education Innovation and Improvement and Assistant Superintendent, Scott Nine, informed of our program.

I ask for a commitment that the district will embark in an ongoing program that will be developed over two-three years. This commitment means daily circles in classrooms and the use of restorative conferences as the first action when a harm has been done. (Also having understanding that this does not always replace law enforcement and legal situations. Sometimes expulsions or suspensions must be carried out when there is a serious harm or a person who will not take accountability for the harm done.) I want to be in a project managing role in this development, at the least, during this year.

Those on my trained team and myself need to have time with pay for the preparation and work that we do for the program. In a previous project that I developed in another district where I worked, I was placed in the role as director of the program, was provided a space in the district where I could hold professional development events, have an office, supplies and materials to conduct the center, and was provided release from my teaching position to lead the program.

As part of the funds provided by the district, I would like to see if a similar office/center be provided, and a trade from my role now as an educational assistant in special education to being paid my wages to work here for six hours per day, at least until the end of the grant period, June 30, 2022.

For all the team I work with, it would be important that any extra hours be paid to them outside their workdays, and a trade or release time from their workdays when preparation of restorative practices work is needed by them. It would be important for a tracking system to help with this.

As we have been doing, if someone will be taking courses and will have to report absences from their job, they need to use the RP Program drop-down in the Absence Management system and get a substitute if one is needed. This would also continue to be provided by the district.

Our AFT Innovation Fund budget given to our OSEA Chapter 1 program has paid for twelve district employees to be trained as facilitators and one assistant principal. It has also paid for four of these to take advanced trainings to be trainers.

These four trainers (including me) have access to use of the IIRP training designs to train facilitators of circles and to train facilitators to conduct restorative justice conferences.

I have surveys that can be used by principals with their school staff to assess school climate and preparedness to implement a school-wide restorative practices programs.

We have some training videos, books and additional resources that can be used to promote understanding within community organizations and partnerships.

Clearly, we have developed much that we can share if we have honest, respectful communication and collaboration.

Through a new collaboration with Lane ESD, we are working on a survey to find others within the county who have experience and training in restorative practices so we can broaden our field. I suggest that we do a similar plan in our district. We may have some parents and teachers, for example, who have had training in other places.

Our present budget has \$1200 set aside for travel for the team members (fuel costs). This is for any who have been trained within our program. It is also for me as I would move from building to building to coach and support others who are starting to use circles or other restorative tools.

We are also planning an event that will be provided by Lane ESD, the AFT Innovation Fund Program and District 4-J. Each will provide some funds for this event. This will be a broader planning and information gathering event which would include higher education new stakeholders too, as well as community organizations.

Our program has spent about \$33,000, mainly in trainings and books, during its first five months. This program through the AFT Innovation Fund ends on June 30, 2022.

A large piece of this program's expense will be substitutes for trainers when needed, or payment according to their wage schedule, for time that must be spent on planning and providing services outside and in addition to their workdays.

Another would be to have a Restorative Practices Program Center or office for me and team, along with space that can be used for training school staffs (most likely right in specified buildings with the staff). Another is technology, as we use it for data collection, media, and communications, along with Wi-Fi, electricity, etc. We need copiers available too.

It would be best to continue trainings for all building principals, so we probably need to have more district employees become trainers to be able to hold large trainings in multiple places and to follow through with coaching later. These courses cost \$1900 each and there are two to complete. To have five more take the two courses, that would be a cost of \$19,000 to become trainers of facilitators of circles and in education, and the second course for trainers of restorative conferences. But then we'd have a large team of trainers and coaches and could handle several schools and workplaces in internal professional development.

I suggest funding for what I have detailed here to be \$100,000 - \$150,000.

Please understand that I want us to build our community together. I see us widening the program, and I see opportunities for our District in future years. I am deeply committed to this work and its connection with the four principles in "Ready Schools, Safe Learners". But I want a team. Restorative Practices is about collaboration and community.

Respectfully Submitted on October 18, 2021

Georgiann Jones

Project Manager, AFT Innovation Fund Covid-19 Grant

Awarded to OSEA Chapter 1, with Collaboration with District 4-J Schools



**RESTORATIVE PRACTICES
PROGRAM GRANT WITH
INTERNATIONAL INSTITUTE
FOR RESTORATIVE
PRACTICES COURSE WORK:
First Four Months**

Project Manager -----67 Hours of Instruction

Chapter President/Indigenous Anchor-----21 Hours of Instruction

Assistant Principal-----13 Hours of Instruction

Faculty Facilitator, Black Student Union-----43 Hours of Instruction

International High School Secretary-----53 Hours of Instruction

Student Programs and Testing Coordinator----53 Hours of Instruction

Elementary Teacher, Special Education-----6.5 Hours of Instruction

Middle School Teacher/Equity Issue Leader----6.5 Hours of Instruction

(Also, Eugene Education Association Vice-President)

High School Educational Assistant-----13.0 Hours of Instruction

Elementary Educational Assistant-----13.0 Hours of Instruction

Elementary Educational Assistant-----13.0 Hours of Instruction

Elementary Educational Assistant-----13.0 Hours of Instruction

Total Hours of Instruction of Learning and Practice Group=315



Our Purpose:

To establish and build out a Restorative Practices Program initially in our chapter and in one school district, and then spread to other school districts and chapters in our state.

Needs Addressed:

Social/Emotional needs of staffs, students, families, and adults as we are challenged by the Pandemic and additional trauma, both on systemic and individual levels.

Building Community and Trust: Empowering with a lens of inclusion, listening, and sharing and to build accountability within our community to create pathways to respect and healing, as we work together.

Addressing harm within a repairing framework, rather than a punitive one. Building respect and compassion, while addressing the actions of the doer(s), rather than a negative reaction to the human doer. Building accountability and understanding the shared accountability we need to restore the community through time and kept agreements.

Parent and community outcry to create safe environments that address safety with respect and inclusion. Creating both a listening and a voice with every student to replace punitive-centered, closed environments with open, compassionate learning communities. (Working together with 80% building trust, community and accountability, and with 20% restoration when harm happens.)

*Logo of University of California at San Francisco Restorative Justice Program



Our Goals and Desired Outcomes

The AFT Innovation Fund COVID-19 is set to provide learning opportunity, materials, and additional program development. It is not to provide financial compensation to the manager or anyone else in the program. An interim report and final report will be given.

Designated Project Manager: Georgiann Jones

Grantee Organization: OSEA Eugene Chapter 1/AFT 6732

Goals and Outcomes:

1. To train 10-12 chapter members, including three state-wide leaders through partnership for instruction with the International Institute of Restorative Practices. They will become Facilitators of Restorative Circles and conversations in classrooms and schools, building awareness and community. They will also learn to be Facilitators of Restorative Justice Conferences. An inclusive program will build to include licensed staff, administrators, parents, guardians, community leaders, and students.

(Update of first four months: twelve have completed courses and with interest spreading, this has included a building administrator, two in state-wide leadership, two teachers, and those also serving the community in organizations.)

2. This group will begin the practices in their schools and workplaces. We will partner with one school district to begin. In moving forward, we will set agreements to provide time, planning and discussion with our facilitators to build a sustaining program and provide training to schools, chapters, and community organizations so they can continue the program and meet needs expressed within their communities.

3. Using the Superintendent's idea to build capacity and support by having two facilitators in each building (elementary, middle school, high school), as best can occur, while providing coaching and support from the Project Manager, and in peer support, within the Learning and Practice Group (LPG).

(Update: This has been ongoing. The LPG has agreed to meet once a month together to also have additional community-building, support, and practice.)

4. We commit to spreading awareness through news articles, social media and through presentations to boards, administrators, and memberships. We can go out to parent groups and community organizations. We can train facilitators to build capacity and a Restorative Practices Community. We will continue to spread restorative practices by providing presentations and training opportunities to other OSEA chapters in the state.
5. Documentation, reflections, gathering data through surveys and evaluations supported by IIRP and other resources will be important for check-ins on how we are doing and to keep our program effective, competent, and sustainable.
6. Funds will be overseen by the chapter (Chapter President) and Project Manager.
7. We will focus on partnerships to 80% community building/20% repair when harm is done to build a sustainable program and not one that will be a temporary "band-aid". We will gather base measures together in partnership through attendance numbers, behavior issues, harm that has been done, school climate, surveys on peer-peer, adult-student, and indications of closed, punitive systems vs open, caring, inclusive systems.

We want to build strong partnerships and a community with the hope that we will bring positive partnerships amongst education unions, school districts, and

community organizations to embrace the work that needs to be done to build Pre-K – 20 Restorative Environments and Programs, and contribute to empowering the lives of our students, families, and others who live in Oregon with us.

2021, Restorative Practices Program, AFT Innovation Fund Covid-19 Rapid Response Grant. Project Manager, Georgiann Jones

AFT Innovation Fund Request

Narrative

Introduction:

The purpose of this application is to first build a Restorative Practices system to be used within our local AFT 6732 and then to extend to other chapters in our Oregon School Employees Association. I am already a certified Facilitator of Restorative Circles and Restorative Conferences, as I was certified by the International Institute of Restorative Practices almost two years ago. This is a beginning. In order to move this through our chapter and others, we will need to use part of the funding for some to receive “Train the Trainer” certification also. Another goal of this funding is to assist our local school district, District 4-J, Lane County, Oregon, to implement restorative classrooms in its schools and allow for training of students, teachers and parents so there is a sustainable use and awareness that will meet the needs during and after this pandemic. As there is growing momentum for Restorative Practices state-wide among our chapters, it is a further vision that, beyond this funding, chapters and school districts will, through evaluation and data collecting, plan and implement sustaining funds, professional development, curriculum planning, and leadership to continue to reap the benefits that Restorative Practices bring.

Needs Addressed By This Project:

This pandemic has been difficult in many ways. It has almost been a year since we heard of the first case in our nation. As of January 24, 2021, the U.S. reached 25,168,000 cases. There have been 420,320 deaths. Within these numbers, Lane County Oregon, as reported on January 21, 2021, had 8,578 cases and 113 deaths. Sadly, these numbers grow each day, with over 500 cases in the past 24 hours, but with surges of daily cases rising to 1200 or 1600. We know as cases rise, deaths have risen too.

The pandemic has brought some businesses to a halt and, as throughout the U.S., we have more unemployment, homelessness and hunger. The school where I work as an Educational Assistant in Special Education Services has opened its own food bank for families. On November 6, 2020, Elizabeth Gabriel reported for KLCC Radio (NPR), that the “Covid 19 Pandemic Leads to 4J School District’s Largest Enrollment Drop in 59 Years”. She noted that there were, within a few months of remote classes, 474 less students than in 2019. The most alarming fact from this news report is that 160 students were unaccounted for: District 4-J did not know if they moved and were trying to find out more.

There has been more of a reduction in students and staff since this report. As students leave, and as staff leave, more concerns and tensions rise. Students miss their friends and classmates.

But we have not just been dealing with a pandemic. After the killing of George Floyd and other incidents, there was a vote by the 4-J school board to not renew the contract with the local police department to have police working at some of the schools. However, a big question they have posed is what to replace this with. I wrote to suggest they replace this with restorative practices. The superintendent and school board co-chair wrote me back to say the pandemic “has altered virtually everything going on in the district. There will be no new initiatives added to what is already a full demanding and challenging agenda for the upcoming year.” I was told they would move with what they had but were concerned about funding.

This is one reason why I am applying for this Innovation Fund. In contrast to the expression of these concerns lies the hope that Oregon schools will implement Restorative Practices programs throughout. I’ve found evidence of this in two major places:

Narrative

Needs Addressed By This Project:

1. The Oregon Department of Education, in its summer and also its January 19, 2021, Version 5.5.0 pandemic guide, "Ready Schools-Safe Learners", on p. 57, states "Recommended – Create healing and relationship-building norms, such as community and restorative circles (virtual or physically distanced)"
2. Also, on December 7, 2020, the Oregon Senate Interim Committee on Education held a hearing with the first item on its agenda being, "Restorative Practices in Colorado Schools". They invited Senator Pete Lee, District 11 in the CO General Assembly, and others from Jefferson County Public Schools and the Restorative Justice Center in Colorado. I called and spoke with Senator Sara Gelsler who serves on this Oregon Senate committee. She asked several questions and encouraged me to stay in touch.

This is evidence that there is a growing interest in using restorative practices in our schools. It is based upon needs as seen both at the department of education level and the legislative level.

But what I encounter is the need for both growing understanding and awareness of the benefits of restorative practices and the training of facilitators.

We want to begin doing this and that is what this \$50,000 request will do. It will help with the funding to make this happen.

Please take a deeper look with me now.

I mentioned the poverty, homelessness, and the great sadness and fear that comes with news of this pandemic. Our students, classified staffs, teachers, parents, and district leaders are all feeling the traumatic results. In addition to this, we, like the rest of the nation, have felt the tensions caused by racial and cultural divisions and clashes. As personal evidence, as an Instructional Assistant, I have observed the worry and listened to both the fears and solutions that students voice. But I also witness the little time given for them to have a voice, as teachers are sticking to their schedules and lessons. I've even heard teachers stop students as they brought up a concern, telling them it wasn't ok to talk about now. As time continues, there is more tension, and more students decide to turn off their video and do other things. Parents are also voicing their concerns. Some say students need to be back in the classroom and don't seem to notice the spikes in Covid-19 cases. Others say their child's needs are not being addressed but they just don't seem to know exactly what or how to fix it. Underlying is the BLM movement, the pockets of racism that still exist, the worries of money and food, and the concerns of local tribal members, immigrants and undocumented. I listen as I work in District 4-J, attend its board meetings, attend my chapter meetings, and chair the OSEA Civil and Human Rights Committee. Many times, during every day, I see examples where a restorative circle or a restorative conference will make a big difference.

How will this project address all these needs?

In my preparation for applying for the Innovation Fund, I have been talking to some key people and researching some groups that we might collaborate with.

The Chapter 1, AFT 6732 President is onboard, has written a memo acknowledging the responsibility and support we will take with this funding. I have also spoken with the state-wide OSEA President, Lisa Gourley, who is also in favor and looks forward to our being able to train other chapter members in the state to further implement this project.

As already mentioned, the Oregon Department of Education (OED) is recommending this. I am certain that if we have funding, they will be interested in receiving reports and our evaluations. It is my hope that our successes will influence them to fund in subsequent years and give more supports. From my conversation with the legislator and listening to the hearing, I believe there will be interest there as well.

Restorative Circles are the foundation of Restorative Practices. They are the prevention piece. The conversations and questions answered in these circles build trust, respect, compassion and a strong community. They help children and adults become self-aware, and aware of their relationship with others. Restorative Conferences are helpful when harm has been done. Instead of blaming and shaming, questions posed by a skilled facilitator brings awareness of the actions that caused harm, identifying responsibilities and coming up with solutions to conflict, as well as agreements for repairing the harm. Much human understanding and compassion are created by Restorative Practices.

Most of my previous years of teaching, I used restorative circles. In fact, when working in a project-based curriculum with more student responsibility, these circles were also used for problem-solving in an academic nature. I even trained students to facilitate these. They created teams, project plans, talked out concerns, and supported each other in their learning.

Another need that was expressed that I add here was the OED's written request for project-based learning in schools with more student initiative. Restorative Practices will encourage and support this too, as I just explained how I did it.

This will bolster the social-emotional well-being of both adults and students, as they get to questions about "What has been happening for you during this time?" and "What is a question you would like to ask?", or "How have you felt when someone would not play with you.

Through the use of restorative circles during our staff and chapter meetings, we can build understanding of each other. We can learn to listen and will have more respect for each other. It is trust and community that we will build together. We have divisions that are microcosms of the great divide within our country. Restorative practices will give us tools to speak and listen through these to build trust and respect.

I have done extensive research, and schools in New Haven, CT, Denver Colorado, Philadelphia, PA, San Francisco, CA, and many more have data that has shown drops in student actions of harm, and more consistency in students attending school daily. There have been increased numbers of graduates and more student initiative of their learning.

For me, it is hard to see us not taking advantage, but it seems it falls on two facts: lack of knowledge and lack of funding. I ask for \$50,000 to turn this around.

Our Project Plan

Our plan will be this:

1. To train 10-12 OSEA Chapter Members, which will also include 3 who are state-wide leaders through the IIRP, to be facilitators of Restorative Circles and Conferences. Because it is mainly the leadership, bus drivers and educational assistants who will have many uses for this with students, committee work, teachers, and administrative tasks, this may start the foundation.

2. This group will then begin the practices by first creating awareness and discussions at their schools and workplaces. As our leadership also meets with the Superintendent, spreads information to the board in District 4-J, we can get agreements to facilitate circles in the workplace, in classrooms, and at our meetings.
3. We will enroll 6-7 of the trained facilitators in the International Institute of Restorative Practices Train the Trainer Program. These will create a base of trainers who can train teaching staff, other district employees, and even other state-wide chapter leadership and members.
4. After our first step, we can begin a commitment to get news out in the local papers. We will also, with the help of our President, get word out via our website and her newsletter, so we can spread awareness within our community of District 4-J and also within our state-wide membership.
5. As we have more opportunities to hold circles, we can then go out to other community organizations and our parent groups. We can train facilitators to conduct circles in those organizations too.
6. Documentation, Reflections, gathering data through surveys and evaluations supported by the IIRP tools, will be important to do. Documentation report forms for each facilitator’s activities will be required for data collection and evaluating the project and the accomplishments. These will be collected every two months during the first year. Also, quarterly surveys will go out to participants and facilitators. Each facilitator and trainer will take responsibility for this.
7. Funds from this grant will be overseen by the Chapter 1 President, the Treasurer, and this grant writer.
8. Reports will be written and supplied, with evaluative data, and careful documentation of spending.

Budget Narrative

Having gone through the International Institute of Restorative Practices certification program and knowing that AFT has had collaboration from them as well, I have had discussions of the plan and implementation, and budget costs.

For twelve members to get Basic Facilitator Training (Restorative Circles and Conferences at \$450 Each)	\$10,800
The Sets of 3 Books (\$60) for 12 members, 3 leaders	\$ 720
Train the Trainer course for 7 members, leaders (\$1900 each)	\$13,300
Restorative Practices for Educators (\$450 each for 7 staff)	\$ 3,150
Basic Facilitator Trainings (\$900 for 10 additional parent/ community members, additional chapter leaders)	\$ 9,000
Additional Books	\$ 1,200
Print Informational Resources	\$ 1,200

Sub-Total	\$39,370
Budget Continued:	
Fuel Cost for Trainers, travel to meetings with organizations, legislators	\$ 1,200
Tools and Resources (Surveys, Data Collection, Reports, Posts)	\$ 6,000
Additional Resources (additional training, books, informational pamphlets)	\$ 3,430
Total	\$50,000

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

Date: November 17, 2021

The Board of Directors of School District No. 4J, Lane County, Eugene, Oregon, held a work session at 5:30 p.m. and a regular meeting at 7:00 p.m. at the Education Center, 200 North Monroe Street in Eugene, Oregon. Notice of the meeting was mailed to the media and posted in the Education Center on Friday, November 12, 2021, and published in *The Register-Guard* on Monday, November 17, 2021.

ROLL CALL

BOARD MEMBERS:

Judy Newman, Chair
Martina Shabram, Vice Chair (via zoom)
Alicia Hays
Gordon Lafer (absent for work session)
Laural O'Rourke
Maya Rabasa
Mary Walston

STAFF:

Cydney Vandercar, Superintendent
Kerry Delf, Chief of Staff
Lisa Fjordbeck, Executive Assistant / Board Secretary
Christine Nesbit, General Counsel
Misael Flores Gutierrez, Director – Equity, Inclusion & Instruction
Larry Williams, Director - Equity, Inclusion & Instruction
Joel Lavin, Student Services Administrator
Eric Anderson, Director of Curriculum

MEDIA: KRVM

EMPLOYEE ASSOCIATIONS:

Sabrina Gordon, EEA

I. WORK SESSION

Student Voice and Student Board Representation

Presenters: Cydney Vandercar, Superintendent; Misael Flores Gutierrez, Director of Equity, Inclusion and Instruction; Larry Williams, Director of Equity, Inclusion and Instruction.

Chair Newman welcomed the board members and noted that Vice Chair Shabram was attending via zoom and Mr. Lafer was absent. Chair Newman said that the board would hear about the current work being done to ensure that students were actively participating in optimal learning opportunities, including sharing their voice with the school board and greater community. The discussion that evening would include envisioning plans that provided equitable opportunities for all students to participate and have their voice heard, enhance student learning, create space for students to advocate and engage in decisions impacting their

education and enrich the student experience in the district. She added that the district had adopted an equity stance as a means to target areas for action, intervention and investment. She then asked Superintendent Vandercar to introduce the speakers.

Ms. Vandercar welcomed Misael Flores Gutierrez and Larry Williams, Directors of Equity, Inclusion and Instruction, and congratulated Mr. Gutierrez on completing his doctorate. Ms. Vandercar said they wanted to get the board's feedback on their plan to choose student board representatives. Misael distributed the draft material and indicated that there was a table that contained two options: the first indicated how students were currently selected to be Board representatives and the second was a proposal to choose board representatives from amongst the campus affinity groups. He also stated that they had used the equity lens in creating the document and indicated where on the document the lens was referenced. He stressed the importance in promoting opportunities for student voice and asked the board what they hoped to gain from hearing from students and how they would use the information shared.

He briefly described that in the past a student representative from each high school attended meetings and gave a presentation at the beginning, sometimes using a prompt. He then provided an option in which students from each affinity group would present in a work session via zoom for a total of 10-12 minutes. The students would be given a prompt to help them form their presentation. There would be dialog amongst them and the board. Mr. Gutierrez gave additional information about how the process would work. He provided supporting reasons for choosing this new option, and offered that the choice the Board made would be based on the reasons they wanted student representation on the Board.

Ms. O'Rourke asked the presenters to provide the equity lens that they had used. She hoped that it would become a habit for the district. Mr. Williams added that the board would also use the equity tool when they made a decision on how they preferred students to participate. He detailed that one region would be highlighted at a time through the presentations by their affinity groups.

Ms. Walston shared that she considered the purpose of having student representatives at board meetings was to hear their perspective on items on which the Board would be voting. She also appreciated having had relationships with past student representatives, some of which lasted beyond their high school years.

Ms. Rabasa appreciated the innovative approach to the second option and wondered whether they couldn't have both. She wanted to have student board representatives so that they could gain leadership experience and that their voice in regular meetings could be normalized. She also wanted to acknowledge that some students might not be able to attend regular meetings because of the time commitment. Ms. Rabasa continued that she hoped the board and Mr. Gutierrez and Mr. Williams could discuss how to change their student board representative selection process in order to get the most diverse representation.

Ms. Shabram expressed her excitement that the board was discussing student representation. In response to her question, Mr. Williams said that the second option had been created from feedback and suggestions given by affinity groups. They wanted a chance to share their perspective in order to provide more student voice to the Board. He continued that the groups agreed that having a board-provided prompt around which to form their response was key.

Ms. O'Rourke asked how 4J defined affinity groups. Mr. Williams responded that there were four federally identified groups: Black Student Union (BSU); Latino Student Union (LASU), Native American Student Union (NASU); Asian and Pacific-Islander Student Union (APASU), and the district also had a Gay Straight Alliance (GSU) group. Ms. O'Rourke wondered whether there was also a group that represented those who might not be collegebound. Mr. Williams said that students were from diverse backgrounds within the group that culturally defined them. Mr. Gutierrez said that they could identify students within the groups that were part of a CTE pathway.

Ms. Hays shared how much the idea of student voice on the Board has changed over the years. She appreciated that they were working to hear more authentic voices. She wondered how and when they would decide to move forward with options, and Chair Newman said they would put it on the agenda at the next meeting. Ms. Newman asked how long affinity groups had been in existence. She also asked about how to include the voice of students with disabilities. Mr. Williams said that the groups were not new, but the district had increased their support for them by adding five staff members who worked with each group across the different campuses. He clarified that each high school had an advisor that ran the group, and the affinity coordinators worked with all high school campuses to provide additional support for each campus and for district-wide events. Superintendent Vandercar said that the additional staff provided opportunity for every school to have a group.

Mr. Gutierrez reiterated that the Board could decide how they wanted to organize student representation. In response to a concern expressed by Ms. Walston that the board might be overly directive in their selection of board representatives, Mr. Williams said that the affinity groups would choose who came to represent them, and that it might not be the same students at every meeting.

There was a brief discussion about including middle school representatives. Mr. Williams reiterated the hope that different students would attend based on the nature of the questions posed by the board. Mr. Gutierrez gave suggestions on some questions that students might answer: report on what is going well, what is not, and what solutions do you have?

Ms. Shabram shared that although she enjoyed having board representatives, oftentimes students were not able to be as involved as they would like. She asked whether there was a purpose or function for the students who participated and how they would know when they had met the goal and felt satisfied. She wanted to make sure there was a process to ensure that being a representative served the needs of the student. Mr. Williams agreed that in the past, students were not sure how they were supposed to participate in board meetings and said that it was one of the reasons they were looking for other opportunities for participation.

Ms. Newman felt that the purpose was both to get student input on issues before the board, as well as to hear from students about topics of concern that the board might not know about. She hoped to hear from a broader group from time to time.

Ms. O'Rourke asked where the recently adopted equity tool was located on the board website. Ms. Delf said that she would follow-up to make sure the link was working and that the equity tool was available to everyone.

Ms. Hays and Ms. Rabasa asked when the board would have further discussion to determine how to move forward, and what their role would be in determining the format of student representation. Superintendent Vandercar saw the options to be to 1) continue to have student board representatives as in the past, but provide them with prompts, or 2) have regular work sessions during which affinity groups shared their thoughts. She continued that if the board were to provide their feedback on the options, she and Mr. Gutierrez and Mr. Williams could finalize a plan.

Ms. O'Rourke said that she would want to hear from the affinity groups because they would provide a broader and more diverse perspective of what was happening in schools.

Ms. Hays suggested that the board continue with the traditional board representatives, but provide a better orientation for what was expected of them. She also wanted to have affinity groups present on a regular basis. She suggested that the board might need to determine whether their meeting time was also the best for students.

Chair Newman asked for clarification on Ms. Hays' suggestion that the board proceed with finding representatives from every high school to sit on the board, and also to have regular rotating presentations from affinity groups. Ms. Rabasa gave her support and added the importance of offering prompts. Ms. Shabram was also in support of the both/and version of the proposal. She asked that consideration be given to where the students would sit. She did not want to give the perception that the students were not important. She added that regular evaluation would be helpful to learn what worked well and what could be changed. Ms. Rabasa asked Mr. Gutierrez and Mr. Williams to consider whether middle school students could be included in some way. She referenced her own son's positive experience when he spoke to the board.

Mr. Williams asked for a report or proposal from the board that gave the steps and details needed so that staff could move forward.

Ms. Hays asked at what point the equity tool would be used to guide the board's decision. Ms. O'Rourke suggested that using the equity tool would help them decide what action to take. There was further discussion about at which point in the planning process the equity tool should be used. It was agreed that each board member would apply the equity tool to the different proposals and return to the next board meeting to determine what would be the purpose of the student's voice to a board and what plan would best support that purpose.

Chair Newman adjourned the work session at 6:45 p.m.

II. REGULAR MEETING – CALL TO ORDER

Because of disruption to the in-person board meeting caused by anti-mask/anti-vaccine protesters, the meeting was postponed and then moved to Zoom webinar. Chair Newman called the meeting to order at 8:08 p.m.

III. ROLL CALL, FLAG SALUTE, LAND ACKNOWLEDGEMENT

Chair Newman noted that all board members were present via video conference. After reciting the Pledge of Allegiance, Chair Newman read the Land Acknowledgement.

IV. AGENDA REVIEW

The board agreed to postpone discussion on the working agreements for a future meeting.

V. INTRODUCTION OF GUESTS AND SUPERINTENDENT'S REPORT

Superintendent Vandercar reported that she had met with the Equity Team to create a process by which the equity tool would be used systematically when creating proposals for the district and when bringing forward information to the board.

She continued that it was important to remember that the holidays were challenging for many, and the mental health and well-being of staff and students was being supported by initiatives across the district.

That morning, Ms. Vandercar had joined the Black Student Union in the Ruby Bridges march to school. She saw students, community, staff, EEA members and a board member. She thanked everyone for their ongoing attention to the district.

VI. COMMENTS BY BOARD CHAIR

Chair Newman had attended the Ruby Bridges event that morning in a different region of the district. She referred to a quote by Barbara Henry, Ruby Bridges' teacher in New Orleans. She had also attended the webinar on November 9 that addressed topics related to COVID-19 and the restart of school. She encouraged those who had not been able to attend to listen to the recording, which was posted on the district website at <https://www.4j.lane.edu/2021/11/watch-parent-info-session-on-covid-cases-and-quarantines/>

She added her acknowledgement of the work of the Equity Instruction and Partnerships Team, which was growing rapidly.

VII. ITEMS RAISED BY THE AUDIENCE

Chair Newman read the requirements for giving public comment at a board meeting.

Linda Hamilton asked for the board's support so that she could continue to serve on the board of the Oregon School Boards Association.

Michelle Hsu said that she felt the most important issues facing the community were unity and equity. A district that reflected those values provided equitable opportunities for all students. She expressed that the candidate for the superintendent search firm that represented an understanding of those values was the Alma Advisory Group. They would be best suited to find candidates for superintendent who were committed to equity and created a comprehensive and sustainable plan that was inclusive.

Rico Perez spoke as a representative of many community groups. He expressed the opportunity before the board in choosing the Alma Advisory Group, a search firm that was all women, most of whom were women of color.

Ari Gold expressed his opinion that the design of Camas Ridge could be improved. He referred to a recent email in which some additional information had been provided. He hoped that the board and 4J declined the proposed design and worked to improve it.

Priscilla Gould expressed her concern that the board of directors was not working well together. She hoped that they could agree to a common vision and unified approach at the same time that they respected each other's voices and opinions. She said that school boards across the nation were being distracted by politics and not attending to the needs of their students. She referred to the district's purpose statement and asked the board to keep it in mind.

Colin Johnson gave his support to hiring the Alma Advisory Group. He was impressed by the group's commitment to providing anti-bias training as part of the search process and its desire to include student voice. He was concerned when he heard a member of the McPherson & Jacobsen team refer to those with disabilities as "the handicapped." He referred to many examples of bias demonstrated in the community.

Alex Elkin had been at the meeting earlier in the evening and was dismayed that the board had not allowed parents to express their concerns in-person. He considered it an act of cowardice and disregard for parents' concerns and rights. He called out certain behaviors demonstrated by the board.

VIII. COMMENTS BY EMPLOYEE GROUPS

Sabrina Gordon, President of Eugene Education Association, had witnessed the disruption earlier in the evening and expressed her gratitude for staff members who had responded calmly and with care to ensure that the work of the meeting could proceed. She reminded the board of the data she had presented at a prior board meeting regarding teacher burnout, and hoped that the proposal for future non-instructional days would be adopted.

Peter Tromba, President of MAPS, added his thanks for the rapid and careful response, especially by staff and the Eugene Police Department, to the disruption earlier in the evening. He reflected on his recent attendance to professional development on the use of Universal Design for Learning to overcome racism and create inclusivity. He shared that he had not been enthusiastic about attending because he was overwhelmed with other work, but attended anyway and found it to be very important and inspiring. He summarized that good professional development was important when it was implemented with respect to workload.

IX. COMMENTS AND COMMITTEE REPORTS BY INDIVIDUAL BOARD MEMBERS

Ms. O'Rourke said that she did not feel endangered earlier in the meetings. She did recognize that everyone had a right to express themselves, but the board had a right to impose their rules. She referred to her military service, and regarded what had occurred as the American process. She appreciated the leadership of the board and the staff for keeping their cool.

Ms. Hays reported that she had been part of the group that wrote the questions for the second round of interviews with the search firm and also had met with the Equity Team to review their plan. She had spoken with parents at a recent vaccination clinic for which she volunteered her time. She hoped that future clinics would go as smoothly.

Ms. Rabasa had attended many events which provided opportunity for learning. She reflected on the insight they allowed her. She was inspired by the scope of the work of the Equity and Inclusion Team. She reported that the Equity Committee would be finalized soon and she was

excited about the group that had been formed. She expressed her thanks to all staff members in 4J and for the extra work they were doing to provide for the mental-health needs of students. She hoped that the board and the district would start to make systemic changes that would reduce the need for band-aid solutions and shared the concept of the challenge, approach, results process. She said that the contract proposal the unions put forward are a blueprints for the new approach. She suggests that this year we go back to the bargaining table and say we accept their proposal. She said we are on the precipice of losing more and more teachers. She asked that we bring an end to this season of bargaining and her suggestion is that we direct our bargaining representative to accept the proposal of our union leaders as laid forward.

Ms. Walston had attended the Ruby Bridges event in the North Eugene region. She thanked the Eugene Education Foundation and its generous donors. She had been enjoying her volunteer work at Adams Elementary. She reflected on the recent Kindness Day. She added that the school board had expressed their support that the cities of Eugene and Springfield be “cities of kindness” in a letter which it stated that they were “committed to creating a safe, inclusive, and supportive environment for all students, staff and families.” She expressed her concern that a school board member had attacked a staff member for wearing a shirt that said “Be Kind” and considered the action and the additional comments on social media to be a violation of multiple board policies that dealt with bias and this action was a form of bullying.

Mr. Lafer thanked the board leadership and staff for their response to the incident earlier in the evening. He thanked Ms. O’Rourke for her comments and Ms. Hays for her continued efforts to make things better for students. He hoped that the board would take seriously the issue of staff burnout and attrition. He added that he was concerned with the process that had been taken on the Camas Ridge Elementary School design, and that poor communication had created mistrust.

Ms. Shabram expressed her pain about the discourse across the country and her gratefulness to the staff for responding to negative behavior with calm and equanimity. She was concerned with the level of burnout. She said that it was she, not Ms. Hays who chose not to stand for the Pledge of Allegiance. Her choice was based on personal and sacred reasons and that are 100% supported by the constitution. She referred to a quote by James Baldwin.

X. CONSENT GROUP - ITEMS FOR ACTION

1. Approve Personnel Action
Prepared by Karen Hardin, Director of Human Resources
2. Approve Meeting Minutes: October 20, 2021 and November 3, 2021

After receiving clarification about the procedure for voting against one item on the consent agenda, Ms. O’Rourke asked that the item number 1: Approve Personnel Actions be removed from the consent agenda.

Ms. Shabram moved and Ms. Rabasa seconded to approve item number 2 of the consent group: Approve Meeting Minutes from October 20, 2021 and November 3, 2021. **The motion passed 7:0.**

Ms. Shabram moved and Ms. Walston seconded to approve item number 1: Approve Personnel Action.

Ms. Nesbit clarified that Ms. O'Rourke could make a statement as to why she wanted the item removed from the consent agenda, but cautioned that it could not pertain to an individual on the list of personnel actions. Ms. O'Rourke expressed her concern that staff members were being forced to resign instead of returning to their original job position when they were asked to take on additional job duties for which they were not suited. She referred to a practice at the City of Eugene in which staff were allowed to try a new job, but return to their prior position if it did not work out. Chair Newman suggested that Ms. O'Rourke request more discussion regarding the topic in the form of an item for information at a future board meeting.

Ms. Rabasa asked what would happen if the item for action was not approved. Ms. Nesbit said that it would create a problem for the district to hire someone whose employment was not ratified by the board, and that district employees had the right to quit.

Ms. O'Rourke said that hiring was different from resignations and asked why they were included in the same action item. Ms. Newman said that they would look into it further at a future meeting.

Chair Newman called the question on the motion to approve Personnel Actions. **The motion carried 6:1.**

XI. ITEM FOR INFORMATION

1. Receive Information about Board Policies Prohibiting Racial Harassment
Prepared by: Christine Nesbit, General Counsel; Misael Flores Gutierrez, Director of Equity, Inclusion and Instruction; Larry Williams, Director of Equity, Inclusion and Instruction; Joel Lavin, Student Services Administrator

Ms. Nesbit said that it was their hope to review board policies related to racial harassment. Ms. Nesbit began by connecting the laws and policies, starting with policy AC, for which the bases in law were Title VI and ORS 659-850. She stated that Title VI was violated by creating a hostile environment, including through harassment. She continued by referring to the Student Safety Reporting Form for students to report bullying, harassment, and other concerns. Ms. Nesbit also referred to policy JFCF which prohibited actions that interfered with education and included but were not limited to harassment based on race. She stated that policy JFCF and its corresponding complaint process were frequently used.

Ms. Nesbit then referred to policy ACB, which was a result of the State of Oregon "Every Student Belongs" legislation. She believed that the impetus for the legislation was to provide an educational approach to hate symbols and bias. She said the most essential reason for defining a bias incident was a person's hostile expression of animus towards another person. She said hate crimes also fell within the realm of the policy.

Mr. Lavin said that the most important aspects of response was immediate action taken by the administration at the school to ensure the safety and well-being of those impacted. Staff would act through an equity and trauma informed lens. All persons impacted by the investigation would be notified. He reviewed the steps that staff would take during and after the investigation, including how the safety and privacy of those involved would be ensured, how the findings would be reported, and how any communication to the district would occur.

Mr. Lavin referred to the educational components of ACB-AR, the administrative rules that accompanied policy ACB. The purpose was to ensure that students learned from their actions,

and how to avoid perpetuation of further harms. This would involve the administrator and staff to provide restorative processes. Mr. Lavin added it was the responsibility of the wider school community to ensure that racist actions were prevented through strong anti-bias programs.

Ms. Nesbit referred to a diagram that indicated the overlapping nature of the policies that dealt with bias, racism and hate symbols.

Mr. Lavin gave more information about the Student Safety Reporting Form. He reviewed its history, training and implementation. He also described the School-Wide Information System (SWIS) in which information about incidents was kept. Mr. Gutierrez shared some drawbacks of the form: if everyone who had observed the incident completed a form, there was duplication of information, which was sometimes problematic. He hoped to determine how to create one form for an incident.

Ms. Nesbit said that the Safety Reporting form was one of many ways that incidents could be reported.

Mr. Gutierrez considered that next steps would be to determine how to disaggregate the data in SWIS to create useful reports on incidents of bias and harassment.

Ms. Nesbit said that there would be changes to some of the policies and administrative rules that would be presented at a future meeting for the board's consideration. She acknowledged that there had been discussion about whether to have a policy exclusively for racial harassment, which would be an addition to the current policies.

Chair Newman called on Ms. O'Rourke who reported that she had heard that some schools were not allowing staff from Lane ESD to work on anti-bias incidents in their buildings. Ms. Nesbit responded that the issue had occurred over confusion of whether staff from Lane ESD were considered essential workers under COVID restrictions and that it had been resolved. Superintendent Vandercar added that the Lane ESD program African-American Black Student Success (AABSS) worked in partnership with all the districts in Lane County and she would look into the nature of the agreement.

Ms. Rabasa referred to her prior request to hear from Mica Contreras regarding the research she had done with other school districts on their approach to the issues. She was concerned that families and students were still feeling that their suggestions were not being received and processed, and that acts of bullying and hate speech were not being treated appropriately. She stated that more work needed to be done. She also wondered how the data that was gathered would remain connected to the stories, and whether there were efforts in place to mitigate the cultural resistance of some students and families from coming forward with their concerns.

Mr. Lafer also wanted to hear from Ms. Contreras. He shared his personal experience that not all school staff were adequately trained to respond to bias incidents in the classroom in real time.

Ms. O'Rourke referred to the step-by-step complaint process and said that the practice of raising concerns directly with the person was no longer best practice. **She wanted to work on changing the form to protect the person who had been harassed and not put them through the emotional work of confronting their harasser.**

Mr. Williams added that he understood there was a long way to work towards training district staff and to not rely on policy but on consistency of response. He added that they were looking at disciplinary practices.

Referring to a prior comment by Ms. Nesbit, Ms. Shabram asked what the negative would be to have a policy that addressed only racial harassment. Ms. Nesbit agreed that there were no drawbacks except the application of an additional policy. She said it would not replace existing policies. She appreciated that it addressed issues at the ground level. She agreed with the need to build out more clearly the reporting and response issues in the other policies. She offered to work with Ms. Contreras.

In response to Mr. Lafer's comment, Mr. Lavin reported that anti-racism training had begun for all district staff and he agreed that continuing that work was important so that staff were comfortable addressing issues as they arose.

Ms. O'Rourke asked for a report on what data was available. She also suggested to include the board in any district-wide training.

Chair Newman thanked the presenters and looked forward to hearing implementation plans and the data the group had gathered.

2. Receive the Student Investment Account (SIA) Annual Report
Prepared by: Kerry Delf, Chief of Staff; Eric Anderson, Director of Curriculum

Mr. Anderson introduced the topic by saying that the annual report of the Student Investment Account (SIA) was a requirement of receiving funds through the Student Success Act (SSA) of the 2019 Oregon Legislature. Funds were given to increase academic achievement for all students, reduce academic disparities for historically underserved groups of students, and meet students' behavioral or mental health needs. While the district had expected to receive \$13.4 million for the 2020-21 school year, only \$4.35 million were received: about one-third of the amount originally planned for.

Mr. Anderson shared the Investment Plan which focused engagement with historically underserved students and families. He described to the board each of the seven initiatives funded by the SIA: Improving third grade reading; implementing the learning-for-all model; enhancing the NATIVES Program; developing an emergent bilingual students success plan; expanding the behavior framework and support services; creating regional wraparound support teams; and expanding BEST afterschool and summer programs.

Mr. Anderson then shared the four requirements of the annual report: to publish an annual report on the district website; to present the annual report to the board in an open meeting; to provide opportunity for public comment in a meeting; and to submit the report to the Oregon Department of Education. He then highlighted areas of the report which was on the website: the progress and positive impacts from implementing the SIA plan; the barriers, impediments and challenges to implementation; the successes and challenges of maintaining engagement; and the prioritization efforts in implementation of the SIA plan.

He reported that staffing shortages had made it challenging to fill all open positions, and communication with families and community members had also been difficult. He shared that they had prioritized certain areas of learning and mental health supports to students.

Superintendent Vandercar suggested that because of the late hour, board members send their questions to Ms. Delf and Mr. Anderson via email, and she would respond in her Friday memo. Ms. Walston thanked the staff for all their work and was glad that the funds had finally been made available, even in a reduced amount.

3. Receive FY22 First Quarter Financial Report
Prepared by: Andrea Belz, Director of Financial Services

Tabled to the December 1 meeting.

XII. ITEMS FOR ACTION

1. Select Executive Search Firm
Prepared by: Christine Nesbit, General Counsel; Kerry Delf, Chief of Staff; Holly Langan, Director of Support Services

Chair Newman asked each board member to share their thoughts about the two candidate search firms in one minute and offered to go first to model the process. She said that McPherson & Jacobsen had huge networks and contacts with diverse populations, their background check process was extensive, and their representatives were experienced. The Alma Advisory Group provided robust student engagement and anti-bias training, had extensive equity experience, and would offer a new look at the process.

Ms. Shabram said that the pluses of McPherson & Jacobsen were their experience, deep networks and institutional knowledge. The Alma Advisory Group would bring a fresh perspective and new approach.

Mr. Lafer offered that McPherson & Jacobsen had an extensive network of consultants, contacts and organizations and brought experience. The Alma Advisory Group had a deep understanding of equity and community engagement, and their thoughtfulness would build trust between the community and the board. He added that they would construct a search specific to the district's needs and not follow a known formula.

Ms. Walston said that McPherson & Jacobsen had a national network of competent superintendents, their price was considerably less, they had a large team located in the northwest, and they had a school board member and a superintendent on the team. She added that they had the capacity to do the job in a tight timeline and would provide service after the sale. The Alma Advisory Group brought fresh face and new ideas.

Ms. O'Rourke thought that McPherson & Jacobsen were deep in resources and had a plan that worked. The Alma Advisory Group was female led, flexible, ready to hear what was needed and change accordingly, and were deep in engagement and student process. They would construct the search process around district needs.

Ms. Rabasa said that McPherson & Jacobsen were experienced and had many sources from which to make contacts and do recruiting. The Alma Advisory Group were women run, owned

by an Afro-Latina and had a strong emphasis on equity. She referred to a quote from their interview in which they stated that their job was “not being a filter but being a microphone.”

Ms. Hays agreed with what had already been said and was thankful that the board had two good choices.

Ms. Shabram moved that the board enter into contract with the Alma Advisory Group for the superintendent search. Ms. O'Rourke seconded the motion. Ms. Walston expressed her concern about the difference in the price, adding that she could not justify paying the price for a firm that did not have the experience of the less expensive option. She was also concerned with their capacity and experience and that the conversation had been framed as if they were hiring a superintendent as opposed to hiring a search firm.

Ms. Rabasa referred to the CTE class she had attended and the impact it made on her. In the class, she had learned the concept that the larger the problem, the smaller the group should be formed to solve it. This process created cohesion. She compared the concept to the small size of the Alma Advisory Group.

Ms. Hays expressed her appreciation for the process and thanked her colleagues for their questions. She was also concerned about the expense and added that the Alma Advisory Group did not refer to superintendent caucuses when referring to which groups they would reach out to for candidates. She was concerned about their size and experience.

Ms. Shabram appreciated the concerns of Ms. Walston and Ms. Hays. She understood the risks of choosing the less experienced group, but saw risk in any choice. She was willing to take the risk in order to hope towards something new.

Chair Newman also said it was a hard decision. Although she was more comfortable being led by someone with experience, she was excited by the new ideas offered by Alma Advisory Group. Ms. Hays added that she wanted to get clarity on travel costs and what meetings the Alma Advisory Group would attend, if chosen.

Chair Newman called for the vote. **The motion passed 5:2.**

2. Approve Board Resolution #2022-09 Encouraging Solidarity and Support for Student Identities

Presenter: Judy Newman, Board Chair and Martina Shabram, Vice Chair

Ms. Shabram made a motion, which Ms. O'Rourke seconded, to approve Board Resolution #2022-09 Encouraging Solidarity and Support for Student Identities. **The motion passed 7:0.**

3. Consider Revisions to School Calendar

Prepared by: Kerry Delf, Chief of Staff

Superintendent Vanderkar recommended that the school calendar be revised to change Wednesday, November 24, and Friday, January 14 to non-instruction days.

Ms. Walston thanked the superintendent for sharing the data regarding attendance on the Wednesday prior to Thanksgiving, and also for the use of the equity tool in making her recommendation.

Mr. Lafer said that he had received a communication earlier in the day from the Eugene Education Association which brought new information to consider. He shared that EEA had expressed that the days that would be most useful to have as non-instructional days were during the change of term in December, not the day before Thanksgiving. Choosing the days in December would also give parents more time to prepare for childcare. He added his concern that classified staff not be penalized a day of work if schools were closed. Superintendent Vandercar said that the non-instruction days would be a work day for all staff.

Ms. Newman reflected that she was having difficulty adding more non-instructional days with looking at the issue through an equity lens and hearing more about absentee rates. She would be willing to look at alternative days that also had a high percentage of absenteeism, such as the day before Winter Break.

Ms. O'Rourke believed that more time should be taken to determine the best non-instructional days and that there should be more than currently suggested.

Ms. Rabasa said that she was troubled by the impact that taking days off would have on families. She thought it would benefit both teachers and students to have a day between trimesters and semesters.

Ms. Vandercar was concerned that changing November 24 to a day in December would be challenging given the time constraints. November 24 had already been noticed as a potential day off.

Ms. Walston asked to have a clear, concrete recommendation, using the equity tool, before deciding.

Ms. O'Rourke asked whether there was a possibility to provide childcare in schools on November 24. She was concerned that many parents would not be able to secure childcare on short notice.

Ms. Newman asked Ms. Shabram to make a motion before having further conversation. Ms. Shabram moved to approve a calendar change to provide non-instruction days on Wednesday, November 24, 2021 and Friday, January 14, 2022, as recommended. Ms. Walston seconded the motion. Discussion continued.

Mr. Lafer asked that November 24 be changed to December 6 and/or 7, depending on the school level, as those days would fall between the change of trimesters.

Ms. Hays recognized that Superintendent Vandercar made her recommendation based on the conversation that had occurred prior and also thanked the superintendent for providing the data requested. She added that neighboring districts were having to close because of lack of staff and was concerned that would be the case the day prior to Thanksgiving. Superintendent Vandercar reported that there were twice as many absences the day before Thanksgiving than other days and agreed they might have to close schools.

Ms. Rabasa was aware that staff were strongly encouraged to not take the day before Thanksgiving as a personal day and was surprised it was on the table as a non-instructional

day. She said that in the long run, the days proposed should be those that best supported teachers so that they, in turn, could support their students.

Mr. Lafer asked to amend the motion to authorize November 24, December 6 or 7 (depending on level), January 28 or 31 (depending on level), and March 28. Ms. Rabasa seconded the amendment.

After unsuccessfully calling for the question on the amendment, discussion continued. Ms. Shabram said she understood the need for additional days as proposed, but did not think that the board had enough information to make a good decision. She proposed authorizing the days off that were clear, and asking the superintendent to return with an additional recommendation. She was concerned that there were unintended consequences.

Ms. O'Rourke said that it was hard on parents to be given the changes to calendar piecemeal. She wanted to approve all the days in advance so that parents had ample time to plan.

Ms. Hays expressed that she was concerned that if days were split by level, there would be many older students who would have to take both days off to care for their siblings. She was hesitant to make the decision before fully understanding the impact on both families and staff.

Chair Newman did not think she could support December 6 and 7 without considering the issues that might arise.

Ms. Rabasa gave supporting details to consider regarding the option of splitting days between levels in December.

Mr. Lafer asked to have Ms. Gordon, President of the Eugene Education Association, who was in the listening audience, weigh in on the issue.

Ms. Walston said that there had not been enough time to thoughtfully plan or to consider the December dates using the equity tool. Ms. Walston called the question on the amendment.

Chair Newman read the amendment. **The amendment did not pass 3:4.**

Chair Newman asked for a vote on the original motion. Ms. O'Rourke then moved, and Ms. Rabasa seconded to amend the original motion to remove November 24, and add December 6 or 7, and January 28.

Ms. Rabasa expressed she could not vote for November 24 as a non-instructional day because the students who attended the day before Thanksgiving were in the highest need. Mr. Lafer agreed he too, could not vote for November 24, because the nearness of the date did not give families ample time to plan. He again asked to hear from Ms. Gordon.

Ms. Walston asked that the board vote on the amendment and the original motion.

Chair Newman reminded the board that they had asked the superintendent at the prior meeting to do research into possible dates and provide data to back them up, which she had done. Ms. Newman was concerned that the board was now considering new dates without looking at them through the equity lens and without receiving additional information on the possible

consequences of their decision. She was dismayed that the board was moving in a new direction.

Superintendent Vandercar invited Ms. Delf to clarify some information. Ms. Delf reported that all schools experienced the same amount of absences regardless of need on the day before Thanksgiving.

Ms. Walston again called the question for the vote, which did not pass.

Ms. Rabasa shared that when using the equity lens, it should not be done as a weapon. She added that conflating the issue of absenteeism and providing a non-instructional day for staff put unnecessary burden on teachers to defend their professionalism.

Ms. O'Rourke was concerned that the equity tool was not being used appropriately.

Ms. Hays suggested that by slowing down and looking at more information, the board might be able to make a better decision. Mr. Lafer agreed, but was also aware that families needed enough time to plan. He thanked the superintendent for her willingness to be flexible.

Chair Newman asked Ms. O'Rourke to restate the amendment to approve Dec 6-7, Jan 28, and March 28 as non-instructional days. **The motion did not carry 3:4.**

Ms. Walston made an amendment to strike Friday, January 14 from the original motion and come back with another proposal on December 1, but to vote on November 24 at the current meeting. Ms Hays seconded the amendment.

Ms. Rabasa clarified that as a result of the proposed amendment, the board was considering approval of only November 24 as a non-instructional day. She pointed out that gave only a week of notice for families.

Ms. Hays asked whether the board was more comfortable striking the whole recommendation and returning on December 1 with a completely new plan. Ms. Rabasa responded that she would be more comfortable striking both original proposed dates and considering Dec 6-7. Mr Lafer agreed. Chair Newman hoped that any decision made would benefit all staff.

After voting on Ms. Walston's amendment, it did not pass. Ms. Hays wondered whether there was any interest in striking the original motion and returning at a later meeting with a new plan. In response to Ms. Hays suggestion, Ms. Shabram withdrew the original motion. Ms. Hays then made a motion for Superintendent Vandercar to return on December 1 with a new plan for non-instructional days for the rest of the year. Ms. Shabram seconded the new motion. Ms. Walston clarified that the Superintendent would return with new dates on December 1.

Ms. Rabasa amended the motion to approve December 6-7 and look additional new dates. Mr. Lafer seconded the amendment. Superintendent Vandercar said that if the board agreed to the new amended dates, mechanics would not have enough time to work on bus maintenance for not only district buses but also buses from other smaller districts.

Ms. Rabasa clarified that December 6 would be a non-instructional day for all students, and December 7 for only secondary students.

Superintendent Vandercar suggested taking December 3 off for everyone. She gave some information as to why it would be a good choice.

Ms. Hays asked again to take the time to ensure that any decision made would take all staff and student considerations into mind.

Chair Newman asked for a vote on the amendment, which did not pass 3:4. She then referred to the original new motion for Superintendent Vandercar to return on December 1 with a new plan. **The new motion passed 6:1.**

4. Vote on Oregon School Boards Association (OSBA) Election
Prepared by: Kerry Delf, Chief of Staff

Tabled until December 1, 2021

5. Approve Resolution of Complaint
Prepared by: Christine Nesbit, General Counsel

Tabled until December 1, 2021

XIII. ITEMS FOR ACTION AT A FUTURE MEETING

1. Consider Resolution #2022-10 Authorizing Community Benefits Contracts
Prepared by: Carole Knapel, Capital Improvement Program Manager; Christine Nesbit, General Counsel; Ryan Spain, Director of Facilities

Tabled until December 1, 2021

2. Approve Board Working Agreements:
Presenters: Judy Newman, Board Chair and Martina Shabram, Vice Chair

Tabled until December 1, 2021

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

Ms. Walston asked leadership to consider having a retreat with the assistance of an outside mediator. There was agreement amongst the board. Ms. O'Rourke asked that the board choose who the mediator would be. Chair Newman said that Leadership would collect suggestions for a mediator.

Ms. O'Rourke asked for a future discussion about possible human resource policies that would provide staff opportunity to try new jobs for a trial period without penalty. She referred to policies in place at the offices of the City of Eugene. Ms. Hays, Superintendent Vandercar and Ms. O'Rourke agreed to meet to determine how to move forward on the topic.

Mr. Lafer thanked Ms. Hays for making the suggestion during the discussion about non-instructional days that allowed them to move forward with a motion to return on December 1 to hear a new plan.

Ms. Rabasa asked again to invite Ms. Contreras to share her work with the board. Ms. Hays suggested that they discuss it during the Equity Team meeting on Monday, November 22.

XV. ADJOURN

Chair Newman adjourned the meeting at 1:00 a.m., November 18, 2021

Cydney Vandercar
District Clerk

Judy Newman
Board Chair

(Recorded by Eliza Drummond)

DRAFT

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

Date: December 1, 2021

The Board of Directors of School District No. 4J, Lane County, Eugene, Oregon, held an executive session at 5:30 p.m. followed by a work session, and a regular meeting at 7:00 p.m. at the Education Center, 200 North Monroe Street in Eugene, Oregon. Notice of the meeting was mailed to the media and posted in the Education Center on Friday, November 26, 2021, and published in *The Register-Guard* on Wednesday, November 26, 2021.

ROLL CALL

BOARD MEMBERS:

Judy Newman, Chair
Martina Shabram, Vice Chair
Alicia Hays
Gordon Lafer
Laural O'Rourke
Maya Rabasa
Mary Walston

STAFF:

Cydney Vandercar, Superintendent
Brooke Wagner, Assistant Superintendent for Administrative Services
Christine Nesbit, General Counsel
Carole Knapel, Capital Improvement Program Manager
Ryan Spain, Director of Facilities
Kyle Tucker, Chief Operations Officer
Karen Hardin, Director of Human Resources
Andrea Belz, Director of Finance
Lisa Fjordbeck, Executive Assistant / Board Secretary

MEDIA: KMTR, KRVM

EMPLOYEE ASSOCIATIONS:

Jesse Scott, EEA

I. EXECUTIVE SESSION

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

Executive Sessions are closed 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.

II. WORK SESSION

Superintendent Evaluation Process
Presenters: Judy Newman, Board Chair

Chair Newman called the work session to order at 6:34 p.m. and noted that Ms. Rabasa would be joining the group at a later time.

Ms. Newman began the meeting by describing the work to be done: to review the Superintendent Evaluation Process. She read from Board Policy CBG, Evaluation of the Superintendent: *“The board will evaluate the superintendent at least annually as per the timelines set forth in the superintendent’s employment contract. The evaluation will be based on the job duties described in the superintendent’s contract, board policy and progress in attaining any goals for the year established by the board and/or superintendent.”*

She referred to the documents in the board packet titled Overview and Process, stating that the goals which would be used to evaluate the Superintendent were part of the Vision 20/20 plan. She continued that she had met with Superintendent Vandercar, and together they had determined which objective(s) from each goal the Superintendent would focus on for the upcoming year. In addition, they had identified objectives in the area of Administrative Performance and Superintendent Vandercar had added specific goals. The chosen objectives were bolded in each section.

Superintendent Vandercar said that some of the decisions made in bargaining could affect the outcome of some of the goals and objectives listed in the document.

Ms. Walston suggested that the document would be used to engender deeper conversation during the year and that the board would have an opportunity to evaluate and adjust at the mid-year meeting.

In response to Mr. Lafer, Chair Newman referred to the mid-year progress meeting in January or February of 2022 during which the board could adjust the goals and objectives. She continued that in May or June of 2022, the board would give their final evaluation of the Superintendent for the 2021-22 year. Chair Newman said that the board would vote on the document before them at the December 15 meeting.

Ms. Walston said the board was contractually obligated to do the process.

Superintendent Vandercar pointed out that there were projects that the district was implementing and addressing that were not necessarily listed in her plan. She gave the example of CTE projects. In response, Chair Newman said the alternative was to not bold any objectives and to allow Superintendent Vandercar to share during her evaluation the reasons why some items had not been addressed during the year.

At Chair Newman’s suggestion that emphasis not be placed on any particular objectives, Ms. Shabram said that because of the circumstances, it was likely that the board would end up discussing all the objectives on the document and why they could or could not be addressed because of the pandemic.

Ms. O’Rourke expressed her concern that the board was changing their plan.

Ms. Walston pointed out that finding solutions to issues that arose because of the pandemic were part of the larger topic of the ability of the Superintendent to guide the district using resources available. She hoped that the document would prompt discussion and was less concerned about whether goals and objectives were bolded.

Chair Newman summarized that the board would return on December 15 to approve the process and that no goals or objectives would be bolded in the final document.

Chair Newman adjourned the work session at 6:51 p.m.

III. REGULAR MEETING – CALL TO ORDER

Chair Newman called the meeting to order at 7 p.m.

IV. ROLL CALL, FLAG SALUTE, LAND ACKNOWLEDGEMENT

Chair Newman noted that all board members were present via video conference. After the board recited the Pledge of Allegiance, Chair Newman read the Land Acknowledgement.

V. AGENDA REVIEW

There were no changes to the agenda.

VI. INTRODUCTION OF GUESTS AND SUPERINTENDENT'S REPORT

Superintendent Vandercar reported her conversation with a mental health physician the prior evening who shared that 4J needed to add mental health support at all schools and levels. She thanked the board for approving funds from the Student Investment Account (SIA) to increase mental health supports across the district.

Superintendent Vandercar added her thanks for approving additional non-instructional days.

VII. COMMENTS BY BOARD CHAIR

Chair Newman had attended a Eugene Education Association listening session and thanked the teachers and school staff for their time with the board and superintendent. Chair Newman shared that one teacher compared the additional load she was carrying to having to hold a five-pound weight in each hand with outstretched arms: how difficult it became over time. Chair Newman also shared her dismay that teachers felt undervalued and not appreciated or trusted. She expressed her thanks for what teachers did every day and said that they were valued.

She continued by addressing the school board and hoped that they would work together to function better. She asked that they keep their comments to three minutes, the same amount of time given to the public, and to implement the practice that after each board member has an opportunity to speak, they wait until all other board members have spoken before speaking again. She asked that board members consider the purpose of their comments before sharing. She hoped that implementing those practices would lead to better decision-making.

VIII. ITEMS RAISED BY THE AUDIENCE

Ericka Thessen spoke about 504 plans and neurodivergent students. She said that her student's treatment at the elementary level had deeply affected them, and it took until the seventh grade for a 504 plan to be put in place to aid them in their learning and functioning. She shared statistics regarding autism spectrum disorder in children, especially girls and non-binary children.

She asked that the 504 process be streamlined and be made more inclusive and welcoming and that more training be given for assisting neurodivergent students.

Carmen Duato expressed her physical and mental exhaustion as a teacher in the district. She said that she spent her free time at school assisting students in distress and shared that student behavior was impacting their ability to learn. She listed many factors that were affecting students and asked that schools be allowed to let volunteers return, especially the middle school mentor program. She also proposed a public campaign to inform the community how they could assist, including allowing counseling interns to work with students.

Larry Lewin congratulated the board for approving additional non-instructional days. Mr. Lewin referred to the Oregon Department of Education Care and Connection week and asked whether schools were still providing time for teachers and staff to continue that important work or whether schools were in catch-up mode and testing was again at the top of their agenda. He said that care and connection were the heart and soul of learning.

Harry Sanger spoke about the recent vaccination clinic at Howard Elementary at which parents were kept from expressing their concerns about vaccinations. He asked that children be able to remove their masks when outside, that volunteers be allowed back into the buildings, and that the district end its fear-based narrative.

Justin McCall shared about inappropriate curriculum being distributed at Churchill High School. He added that police had come to his house at the request of the district and he was upset. He was expressing his anger over the abuse and neglect of his child at school.

Amanda Hvass expressed her support for the board's guiding beliefs and values: Do what's best for all 4J students; continue to learn and grow; and respect and care about each other. She was reaching out to the board in a spirit of collaboration and participation to find common goals. She thought more could be accomplished if people came together with intention.

IX. COMMENTS BY EMPLOYEE GROUPS

Jesse Scott represented Eugene Education Association. He was the EEA Racial Equity Director. He expressed gratitude for the board's approval of additional non-instructional days. He said that too much was being asked of educators and they were overwhelmed. He shared that he was heartened to see students smiling and having a good time, but they were also experiencing anxiety and were not able to cope with their emotions. He said that all the past concerns were evident more than before. He hoped to work together to plan a better system where all staff felt like they had the tools available to them without having to make so many personal sacrifices.

X. COMMENTS AND COMMITTEE REPORTS BY INDIVIDUAL BOARD MEMBERS

Ms. Hays had attended the Equity Team and had also had coffee with Ms. Hvass. She hoped that the other board members would take time to do the same, and to hear the perspective of someone looking at the board from the outside.

Ms. Rabasa had also met with the Equity Team. She invited the board to submit names of any students, staff, community members or parents, with a brief reason why they should be considered, by 5 p.m. Tuesday, December 7. Ms. Rabasa had also attended the listening session by EEA. She

thanked the staff who had made themselves vulnerable to paint the picture of what it was like in schools. She expressed that teachers should not have to shout to get their needs heard and that it was time to make some necessary changes to make the job of being a teacher sustainable and rewarding. She shared that many teachers did not feel heard, valued, trusted, or wanted and that they felt disposable. She asked that administrators express to teachers that they trusted them to get their work done by allowing them to do it wherever they would choose on non-instructional days. Ms. Rabasa said if this falls into the category of bargaining please know this is coming from me as an independently generated idea and there is no intention behind my statement to undermine the bargaining process. She would like to see every administrator communicate to every teacher that they trust them to get their work done that on the days we have designated for planning time teachers can decide for themselves where they will get the work done, whether at school or from home, because we know they will get the work done, we know teachers are working beyond contract hours.

Ms. Shabram said that it was World AIDs Day and thought about how different the last forty years might have been had the response to that pandemic been the same as the response to COVID-19. She expressed her gratitude to the district to protect the community and prevent the spread of the virus while allowing families to make the decisions that were best for them.

Ms. Walston raised the topic of mental health as a concern for everyone in the district. She wanted to devote more time and resources to the difficult issue of the mental health needs of students and staff. She had attended a webinar sponsored by OSBA the day before in which they stressed the need for prevention and response. She believed that there was caring and connection in schools. She asked that the board read a book called *What Happened to You*, by Oprah Winfrey and Bruce Perry. Ms. Walston added that one of the purposes of the Student Success Act was to increase the support for mental health needs in order to increase academic achievement. She asked the board to make the topic a priority moving forward. She wanted to invest in positive learning environments, focus on relationship building, and prioritize the teaching of self-regulation and other social-emotional skills. She said that a district-wide focus on the issues was more effective than a school-based approach.

Mr. Lafer said that time limits on speaking should be part of the working agreements and this is not the current pr. He continued by sharing data that many teachers were considering leaving the profession because of burnout. He continued that the board had not made their own survey of what changes could be made to mitigate the issue. He added that the most important factor in determining student success was wealth. He referred to the Community Benefits Agreement, which could ensure that good paying jobs with health care would go to local families to raise their economic status. Mr. Lafer said that the most important factor in educational success is something that is outside any of our control. In 50 years of research, all research consistently shows that the most important thing that determines how well a student doesn't school is how much money their family has or if they have their own homes. He said the data shows that this, how much money your family has, has a bigger impact than any curriculum choice than a class size than if you go to a public or private or charter school, or anything else that we can do. A community benefits agreement gives us a unique opportunity and at least a very limited way to do something about this, to increase the number of local families who have decently paid jobs and family health insurance.

Ms. O'Rourke had attended leadership the week before and was concerned that the group still did not understand that using the equity tool was integral to all the work they were doing, not just when it felt

right. She said she sat through that meeting with five white women who spent time talking about the equity tool and how staff need to be trained on how to use it. Further training was necessary to learn how to use the equity tool effectively. She did not want the equity tool to be a nod towards equity, but to be used as intended. She said she was here for the people who elected her and for groups that are regularly ignored. Ms. O'Rourke made reference to equity training with the Alma Advisory Group, to which Chair Newman responded that she understood that the board would be receiving training as part of the contract.

XI. CONSENT GROUP - ITEMS FOR ACTION

1. Approve Meeting Minutes: October 13, 2021 Special Board Meeting;
October 27, 2021 Work Session; November 23, 2021 Special Board Meeting

Ms. Walston asked to pull the minutes of October 27, 2021 in order to make a revision. Ms. Shabram moved approval of the minutes from the October 13, 2021 and November 23, 2021 Special Board meetings. Ms. Walston seconded the motion. **The motion carried 7:0.**

Ms. Walston referred to the minutes from the October 27, 2021 meeting and asked that on page 6, in the sixth paragraph that began "Chair Newman", the final sentence that read "Ms. Walston expressed her concern over the conflict of interest shown by having a past superintendent of the district on the search firm" be struck and replaced with *Ms. Walston expressed concern that other board members had suggested that Dr. Balderas, the past superintendent, had a conflict of interest in being part of the McPherson team. She said the fact that Dr. Balderas was the Oregon Superintendent of the year and the National Superintendent of the Year were large pluses for her in consideration of the response from the McPherson proposal.*

Ms. O'Rourke agreed that is what Ms. Walston had said.

Ms. Walston moved to strike the last sentence as indicated and replace it with the phrase as repeated, *Ms. Walston expressed concern that other board members had suggested that Dr. Balderas, the past superintendent, had a conflict of interest in being part of the McPherson team. She said the fact that Dr. Balderas was the Oregon Superintendent of the year and the National Superintendent of the Year were large pluses for her in consideration of the response from the McPherson proposal.* Ms. Shabram seconded the motion. **The motion passed 7:0.**

XII. ITEM FOR INFORMATION

1. Receive FY22 First Quarter Financial Report
Prepared by: Andrea Belz, Director of Financial Services

Ms. Belz highlighted in the General Fund Budget, Forecast and Expenditures that 35% of the State School Fund had been received and added that there were twelve payments a year, but two of them came in July and none in June. Ms. Belz continued that the line item for Other Accounts included a payment for insurance which was expended in July. There would be a supplemental budget after negotiations were finalized.

Ms. Belz then referred to the Appropriation Limitation document and indicated that there were no over expenditures in the column title Remaining Authority. If there had been, Financial Services would explain what had caused the overspending and what actions were being taken to correct it.

Ms. Belz finished her report with a summary that Nutrition Services was operating in the positive for the school year 2021-22 to date. She expressed her gratitude that all students in the district could receive high-quality, nutritious meals.

Ms. Hays said that it was exciting to see Nutrition Services was succeeding in their move to inhouse operations.

Ms. Walston agreed that they had made the decision to go in-house with some concern, and was happy that it had been successful.

Ms. O'Rourke expressed her appreciation that all overdue lunch accounts had been excused. She hoped it would continue in the future.

Chair Newman also extended her gratitude to Financial Services for their hard work.

2. Discuss Including Student Voice in Future Board Meetings

Prepared by: Judy Newman, Board Chair

Chair Newman said that she hoped they would have the plan finalized as an item for action at the meeting on December 15. She referred to her draft proposal in the packet. She said that student board representatives had already been selected from each high school and she hoped that they could begin with their orientation in January, 2022. She said that during the orientation the board could give input to what kinds of reports they expected.

Ms. Newman added that at upcoming work sessions the affinity groups would be asked to present what was important to them. She said that in the 2022-23 year, additional changes could be made with regard to how often the students presented or how they were chosen.

Ms. O'Rourke was concerned that the proposal had been determined without input from board members. She had understood that the board would each bring their proposals to the meeting and discuss as a group how to move forward.

Ms. Hays remembered that she and Ms. O'Rourke had a conversation after the work session that they were tasked with using the equity tool to determine what the goals might be.

Ms. Rabasa gave feedback on the proposal as it was presented. She referred to the outcomes component of the proposal and expressed that it might negatively affect equity because it would limit the students' opportunities to present before the board and would deprioritize the voice of the affinity groups compared to the traditional student board representatives. She wanted to hear from the groups more than twice. She suggested scratching the advisory committee concept and instead use the time to reimagine the selection and participation of student representatives.

Ms. Rabasa added that she wanted students, especially those chosen on the Equity Committee, to be involved in selecting the representatives.

Ms. Walston appreciated that Chair Newman had developed a draft proposal to discuss. She asked how the time for affinity groups to present would be added to their already lengthy board meetings. She hoped that when affinity groups came to present that it would be in a location where they could sit together at the table and have a discussion instead of in the manner where the board sat on the

dais and presenters sat at the table below them. She liked the two-tier approach of both traditional student board representatives at board meetings and listening sessions with the affinity groups.

Ms. Shabram had understood that leadership was asked to present a draft proposal for consideration by the whole board. She expressed the thinking that went into the proposal as presented. She hoped to discuss with the students what they thought was the best way to use their expertise.

Chair Newman asked each board member to express their purpose for having student voice. She began the exercise by offering that for her, the purpose was to increase student voice, perspective and experience in decisions that would affect them. The board would hear from students what was important to them. Ms. O'Rourke began her input by saying that the board was missing student voice in the exercise they were doing at the moment. She continued that she hoped to hear from a wider demographic of students, and from those whom the board often did not have space for. She added that she was concerned that if the board waited until the following year to fully implement their plan to include additional student voices, they would miss out on hearing from those who had been affected by the pandemic and other activities such as the BLM movement.

Mr. Lafer wanted to hear from students who had ideas for how to improve things. He felt that students did not understand that they had the power or authority to come to the board with suggestions for change. He hoped to encourage open conversations.

Ms. Rabasa added that the purpose was to empower students by honoring them as experts, and to enrich the board's decision-making process by having it informed by student voice. She continued that she hoped to provide a space to hear their voices, and to not "tokenize" their voices by making their input superficial to the process of the board. She wanted to have a discussion with students, instead of receiving a report from them.

Ms. Hays said that it was clear that the current year was a bridge and she hoped that the board would include students when making the decisions about how to proceed into future years. She said that they had options from which to choose from and that it would be a work in progress. She hoped that they would have student representatives attend after the first of the new year.

Chair Newman asked whether the board was comfortable having a year in which they might not implement the best plan but would at least be able to have the student representatives attend and also have some meetings with affinity groups. She suggested having a sub-committee of the board work with the student groups and staff to refine the process further. Ms. O'Rourke wanted to hear from the students what they thought.

Ms. Walston hoped that the board would not dictate the process by which the schools selected their representatives. She hoped to have the student representatives join the board as soon as possible.

Ms. Rabasa, Ms. O'Rourke and Ms. Hays offered to be on the sub-committee to continue the work to refine the process. Ms. Rabasa offered to be the convener.

XIII. ITEMS FOR ACTION

1. Vote on Oregon School Boards Association (OSBA) Election
Prepared by: Kerry Delf, Chief of Staff

Ms. Walston made a motion to nominate Linda Hamilton as the representative from the Lane Region to the OSBA Board. Ms. O'Rourke seconded the motion. Ms. Shabram appreciated Ms. Hamilton for her hard work. **The motion passed 7:0.**

Ms. Shabram made a motion to cast its vote in the OSBA annual election for the Legislative Policy Committee Position No. 6 for Judy Newman. Ms. Walston seconded the motion. Ms. Rabasa thanked Ms. Newman for all her work on the LPC. **The motion passed 7:0.**

Chair Newman shared that she thought that there should be separate representative for community colleges and K-12 education and would be raising it as an item for consideration to the Policy Committee of OSBA.

2. Approve Resolution of Complaint

Prepared by: Christine Nesbit, General Counsel

Chair Newman opened the item for action by stating that Board policy KL, and the implementing regulation KL-AR described the board process for resolving complaints made by members of the public.

On October 13, 2021, the board reviewed and considered such a complaint in an executive session on October 13, 2021 held pursuant to ORS 192.660(2)(b).

Mr. Lafer moved that "the board find that the evidence does not substantiate the complaint and that the complainant be notified of this decision within the timelines provided by KL-AR." Ms. Shabram seconded the motion. **The motion passed 7:0.**

XIV. ITEMS FOR ACTION AT A FUTURE MEETING

1. Consider Resolution 2022-10 Authorizing Community Benefits Contracts

Prepared by: Carole Knapel, Capital Improvement Program Manager;
Christine Nesbit, General Counsel; Ryan Spain, Director of Facilities

Ms. Nesbit said the overall purpose was to authorize the use of a community benefits contract on a portion of the Camas Ridge Elementary School rebuild project. She referred to information in the packet that gave background for the item for action, including the board's prior discussion to use a community benefits contract to support policy goals to promote: employer-paid family medical insurance benefits; opportunity for women, minority-individual and disabled veterans and businesses owned by such individuals to perform project work; opportunity for participation by apprentices in project work; and the payment of wages at or above prevailing wage rates.

Ms. Nesbit continued that the legislature had passed SB 420 which expressly permitted public agencies to authorize community benefits contracts, and gave information on the supporting language.

She said that staff hoped to implement community benefits contracts on a trial basis to determine their effectiveness, and were concerned that proceeding with the consideration not create delays in existing contracts. She referred to work by the Oregon Department of Transportation (ODOT) which staff hoped to combine with their own experience to develop best practices for future construction projects.

Ms. Nesbit referred to language in the resolution which listed policy goals to be advanced through contracts, and the delegation of authority to the superintendent in certain situations.

Ms. Walston expressed her concern that the agreement would require the district to work with contractors who paid full family benefits, when the district did not do the same for some of its own staff. She was also concerned that the proposal would increase costs and that some of the data included might not give the full picture of the benefits.

Mr. Lafer said that the proposal was designed not to increase costs at all and that there was language that allowed the Superintendent to change a contract if there was indication that it would do so. He continued that there was more information regarding significant improvement in the inclusion of women and workers of color in apprenticeship programs. He suggested that the district measure the outcomes of the resolution.

Ms. Shabram said that the power of a community benefits agreement was that it made clear the district's priorities for the companies with which it would enter into contracts. Having a community benefits agreement created leverage when working with contractors. She also hoped that the district would measure and track the outcomes of the resolution.

Ms. Rabasa said that approving the resolution would support the district's CTE by indicating that the district was considering the future of their non-college bound students. It created a viable workspace for them. Ms. Rabasa asked that roofers and glaziers be included in the list of trades under No. 1 of the resolution section.

Chair Newman clarified that the district would ask that companies provide full-family benefits as a fringe benefit. She said that they were considering the proposal as a pilot and hoped that the impacts would be positive. Mr. Lafer thanked Chair Newman and Ms. Nesbit, Mr. Spain and Mr. Tucker for their work on the proposal. He added that he hoped as they moved forward, they could consider asking companies to offer their time and equipment to build up capacity in the district's CTE students. Mr. Lafer agreed that roofers and glaziers be included in the resolution.

Ms. O'Rourke agreed that the two groups be added.

There was further discussion with Mr. Spain regarding the inclusion of certain contractor groups in the resolution, and the impact to some groups to meet the requirements of the community benefits agreement.

Ms. O'Rourke expressed her hope that the information might be conveyed in simpler terms so that she could understand and make an informed decision.

Chair Newman thanked all the staff who had worked on the community benefits agreement.

2. Consider Revisions and Updates to Board Policies:
 1. GBNAB/JHFE Suspected Abuse of a Child Reporting Requirements
 2. JHFE/GBNAB Suspected Abuse of a Child Reporting Requirements
 3. GBNA/JHFF Suspected Sexual Conduct with Students and Reporting Requirements
 4. JHFF/GBNAA Suspected Sexual Conduct with Students and Reporting Requirements

5. IGBHA Alternative Education Programs

6. IGDJ Interscholastic Activities

Prepared by: Christine Nesbit, General Counsel

Ms. Nesbit introduced six policies that were being proposed for changes. The details of the changes were included in the packet.

Ms. Nesbit clarified that OSBA was requesting that two of the policies be placed in both chapters G and J so that there was more transparency and accessibility of the policies by both students and staff.

Ms. Nesbit said that the board could adopt the policies as written, request changes by staff, or not adopt them. She continued that with regard to equity implications, the policy changes were moderate and were intended to reflect changes in state law. In many cases, the changes were required and making the changes made them more accessible to students and staff. Community members would have the chance to comment on the changes before they were acted on by the board. Changes in policies related to sexual abuse supported students who were in more vulnerable populations.

Ms. Shabram spoke to the issue of mandated reporting with regard to consensual activity between students of similar age. She shared that not having a trusted adult who was able to provide education to sexually active students put the students in possible greater risk.

Ms. O'Rourke suggested having further discussion with Ms. Shabram about her comments. Ms. Nesbit agreed that it would be a good idea to include the legislative committee in the conversation.

Ms. Shabram added that some of the reporting laws had unintended consequences when acted upon without understanding of the risks to certain vulnerable populations. She hoped that the legislative committee would investigate the policies further.

3. Approve Board Working Agreements

Presenters: Judy Newman, Board Chair and Martina Shabram, Vice Chair

Ms. Newman introduced the next section to be considered: Duties and Responsibilities. She asked Ms. Walston to clarify her concern about the last sentence in item 3. Ms. Walston asked the purpose of allowing an item to be changed by a majority vote after it was added by a minority vote. Mr. Lafer said he considered it to be restating the ongoing agreement that a majority of the board could change the agenda of any meeting during agenda review. Ms. Walston said that the intent of the sentence seemed out of place under the section regarding board leadership.

Ms. O'Rourke suggested that the changes being proposed were a result of not understanding or having time at the beginning of her term on the board to learn what she needed to know.

Ms. Walston said that Ms. O'Rourke's concern had been addressed at a prior meeting and the current conversation was in regards to the role of Leadership.

Ms. Shabram clarified that the issue of bringing up new topics during an agenda review and what leadership's role in creating an agenda for a future meeting were different sections.

Ms. Hays asked Mr. Lafer why he wanted to have the sentence in the section on Board Leadership. Mr. Lafer responded by saying that he wanted a majority of the Board to be able to change when and how an item was addressed. Ms. Hays asked whether Mr. Lafer's intended use of majority vote

would not be addressed through Robert’s Rules of Order. Ms. Walston reiterated that the discussion was about the role of leadership.

Ms. Shabram proposed alternative language: “a majority of the board may make changes to the list of future topics as per item number 3 in the section on agenda setting.” She continued that the agenda setting section would be discussed at a later meeting. There was continued discussion on the sentence. The suggested change was agreeable.

Ms. Hays asked whether the topic of limiting board reports to three minutes could be supported. She said that doing so would honor the requirement they were making of community and staff members who also made reports to the board. Ms. Rabasa was in support of the request. Ms. O’Rourke was not in agreement. Mr. Lafer was not able to agree that evening. Chair Newman tabled the discussion for a future meeting and said it would include a discussion of what board reports should contain. Ms. Hays said that the purpose of board reports had changed over the years and she was in agreement to have a discussion at a future meeting.

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

There were no suggestions for items for action at a future meeting.

Chair Newman reminded the board that there would be a work session on December 8 at 5:30 p.m. with the Alma Advisory Group. Ms. Walston expressed her concern that additional tasks were being added to the role of the Board Secretary with regards to timing board member reports.

Ms. Rabasa reminded the board to send in their suggestions for possible members for the Equity Committee to her, Ms. Hays, or Superintendent Vanderkar by Tuesday, December 7 at 5 p.m.

XVI. ADJOURN

Chair Newman adjourned the meeting at 10:08 p.m.

Cydney Vanderkar
District Clerk

Judy Newman
Board Chair

(Recorded by Eliza Drummond)



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

December 15, 2021

Title

Approve Contract with Ridgeline Montessori Public Charter School

Presenter

Christine Nesbit, General Counsel

Background

Ridgeline Montessori Public Charter School is a public charter of the Eugene School District, authorized by its board of directors since 2000. The school serves approximately 240 students.

In January 2020, following a public hearing on the renewal of the charter and review of the charter review team's report on renewal, the 4J board voted unanimously to approve the renewal of the Ridgeline Montessori Public Charter for a ten-year period (June 30, 2020 through June 30, 2030), contingent upon the successful negotiation of a contract. In 2021, district and of the charter representatives and their attorneys engaged in contract negotiations and have negotiated mutually agreeable terms.

Board and Superintendent Goals

The proposal supports the board-approved Vision 2020 goal of providing multiple pathways for student success. In addition, this contract supports the board's long-standing commitment to school choice. Finally, it reflects the engagement of district stakeholders in supporting our students and schools.

Recommendation

The superintendent recommends approval of the contract between the district and Ridgeline Montessori Public Charter School.

CHARTER SCHOOL CONTRACT
Ridgeline Montessori Public Charter School

THIS CONTRACT, dated this 1st day of July 1, 2020, is made and entered into by and between the **LANE COUNTY SCHOOL DISTRICT NO. 4J** ("District") and **RIDGELINE MONTESSORI PUBLIC CHARTER SCHOOL** ("Charter School").

RECITALS

WHEREAS:

- A. The Oregon Legislature has enacted ORS Chapter 338 for certain purposes enumerated in that chapter.
- B. Ridgeline Montessori Public Charter School is currently completing its twentieth year as a public charter school, authorized by the Eugene School District 4J. In March, 2005, the 4J School Board approved the first renewal of the charter contract between the district and the Charter School for a period of five years, in compliance with the requirements of ORS 338.
- C. On January 13, 2010, the 4J School Board approved a second five-year renewal. Then in October, 2011, the Board approved the full extension of the Charter School contract through June 30, 2020.
- D. On October 22, 2019, the Charter School submitted an application for renewal of the charter school contract. On January 15, 2020, the District Board of Directors approved a renewal of the contract for ten years, expiring on June 30, 2030.
- E. The Charter School is an established nonprofit organization under the laws of the State of Oregon, exempt under §501(c)(3) of the Internal Revenue Code and is not associated with a nonpublic sectarian school or a religious institution, or otherwise religiously based.
- F. ORS Chapter 338 contemplates and the parties agree that this Contract between the Charter School and the District will constitute the full and complete agreement between the parties regarding the governance and operation of the Charter School. The Charter School and the District will agree annually to an updated list of goals, included in the School Improvement Plan.
- G. The parties desire that the Charter School operate and conduct its affairs in accordance with the terms of the Contract, District Board Policy LBE and ORS Chapter 338.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual understandings, covenants and consideration herein described, the parties agree as follows:

AGREEMENT

1. Grant of Charter.

The Charter School is granted, in accordance with ORS Chapter 338 and the terms and conditions of this Contract, a charter to operate the Charter School as described herein.

2. Establishment of Charter School.

The parties agree that (1) ORS Chapter 338, now or as amended, strictly apply to and are incorporated into this Charter and shall supersede and control any conflicting language contained in this Charter, including the Description of Educational Program (Exhibit A); (2) the provisions of this Charter shall supersede and control any conflicting language contained in the Description of Educational Program; and (3) the provisions of ORS Chapter 338 and this Charter supersede and control any prior understandings written or oral with District Board about Charter.

3. Term and Renewal.

3.1. Effective Date. This Contract shall commence effective July 1, 2020.

3.2. Term. The Contract term will be ten years, beginning on the effective date under Section 3.1, and expiring June 30, 2030.

3.3. Renewal. In the tenth year of the term, the Charter School may request renewal of the Contract. The renewal application will be processed according to the requirements of ORS 338.065(5), the District Charter School Contract Renewal Process, as directed by District Board Policy.

3.3.1. The request for an extension or renewal must be submitted to the District no later than October 31, 2029. The request will state the requested length of the extension or the renewal term.

3.3.2. The renewal decision will be based on the good faith evaluation by the District Board of whether the Charter School:

3.3.2.a. Is performing in relation to representations made at the time this Contract was approved;

3.3.2.b. Is in compliance with all applicable state and federal laws;

3.3.2.c. Is in compliance with the existing Contract between the Charter School and the District and any other written agreements between the District Board and the Charter School;

3.3.2.d. Has responded to requests or requirements made by the District in relation to annual reviews,

3.3.2.e. Is meeting or working toward meeting the student performance goals and agreements specified in the charter or any other written agreements between the District and the Charter School;

3.3.2.f. Is fiscally stable and has maintained a sound financial management system; and

3.3.2.g. Is in compliance with any renewal criteria specified in the Contract.

3.3.3. Assuming all requested materials are provided to the District in a timely manner, the District Board will make a renewal decision within the time frame required by ORS 338.065.

4. Grade Range, Educational Program, Curriculum, and Student Assessment.

4.1. Age and Grade Range. The Charter School may provide instruction for students in grades kindergarten (K) through eight (8). The age requirements for students in any grade shall be the same as applicable state law, if any. The total number of full-time

students allowed to be enrolled at the Charter School shall not exceed 253 so long as the Charter School complies with the principles set forth in the contract.

- 4.1.1. Full-time enrollment will be measured in terms of average daily membership (ADM) as defined in state law, before the application of any additional weighting. ADM, for enrollment purposes only, will include all students enrolled in the Charter School regardless of district residency, as defined in ORS 338.

4.2. Education Program, Curriculum and Student Performance Standards.

- 4.2.1. Charter School shall comply with all state laws and rules that apply to charter schools pertaining to educational programs, pupil performance standards and curriculum. District agrees to waive its curricular requirements, to the extent permitted by state law, provided the Charter School implements its instructional programs as outlined in the Description of Education Program (Exhibit A) and in a manner consistent with ORS Chapter 338 and this Contract. The Charter School shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Contract, in a manner that is consistent with state law. The Charter School shall not change its overall instructional model without District written approval.

- 4.2.2. The educational program, pupil performance standards, and curriculum designed and implemented by the Charter School shall meet or exceed any content standards adopted by the State of Oregon and shall be designed to enable each pupil to achieve such standards. The Charter School shall ensure that all students have access to the instructional program (core curriculum). The Charter School agrees to comply with all state requirements concerning academic content areas as defined in ORS 329.045.

- 4.2.3. The Charter School agrees to obtain prior approval from the District before making a fundamental change to the educational program outlined in the Description of Educational Program and this Contract. A fundamental change is defined as changing the core curriculum of the Charter School, changing the academic focus of the Charter School, or adopting a curriculum that does not meet district or state standards. The District may, at its sole discretion, approve or disapprove fundamental changes in the educational program.

- 4.2.4. The Charter School Board will establish a written policy for resolving complaints against the Charter School, including complaints regarding curriculum, and the Charter School shall comply with such policy.

4.3. Student Assessment.

- 4.3.1. The Charter School will be in compliance with state and federal requirements for student assessments.

- 4.3.2. The Charter School will administer the Oregon statewide student assessments, which will be administered on the same schedule the District uses. If state law requires additional grades to be included, the Charter School will administer those assessments as well. In addition, if requested by the District, off-year tests will also be given, using the same vendor as the District, provided that the District

agrees to pay the expenses of such tests. If the Charter School requests the off-year tests, it will assume responsibility for the expense of such tests. If at any time the statewide assessments are no longer required by state law or state regulation, and if the District elects to administer an alternative test or assessment, then the Charter School will administer such alternative test or assessment for its students in the same grades as required District-wide, using the same vendor as the District, provided the District agrees to pay the expenses of such tests. Statewide test scores and the percent of children meeting or exceeding benchmarks will be reported for all students. The Charter School will encourage student participation in the statewide assessments.

4.3.3. The Charter School shall provide the technology hardware and network infrastructure required to conduct the Oregon student assessments online and report the data to the district.

4.4. **Records.** The Charter School shall comply with all applicable federal and state laws concerning the maintenance, retention and disclosure of student records, including, without limitation, the Oregon Public Records Law. The Charter School shall cooperate with the District by providing any reports or records to the District that the parties mutually agree are necessary to meet the District's reporting obligations to the Oregon Department of Education or the U.S. Department of Education. The Charter School shall provide any reports or records to the District that the District deems necessary to meet the District's legal requirements under the IDEA or Section 504 or state laws governing students with disabilities. The records could include but are not limited to cumulative files, special education files, working files, student files, teacher files, behavioral files, emails, text messages and any other record related to the child, regardless of location or form. The District shall provide the Charter School with a list of records and information it believes are required for the District to meet its state reporting requirements; and the parties will agree on the scope and form of such records and information and when to provide it. The Charter School will work with the District to meet the District's requirements, and the Charter School recognizes that it has the responsibility for the input of such data into District or state computer systems. The District shall be responsible for licensing and installing systems and for training Charter School staff on the use of these systems, at no cost to the Charter School, which training shall occur, absent unusual circumstances, within thirty (30) days of (i) commencement of employment for new Charter Schools staff and (ii) installation by the District of any new system or upgrade to any existing system, to the extent such training is a condition to granting access to such systems to Charter School staff. All records established and maintained in the operations of the Charter School shall be open to inspection by the District. Should the Charter School close, all student educational records of the charter will be transferred to the District's administrative office.

4.5. **Nonreligious and Nondiscrimination.** In compliance with ORS 338.035(8), the Charter School shall not be affiliated with a nonpublic sectarian school or a religious institution. In compliance with ORS 338.115(4), the Charter School shall not violate the Establishment Clause of the First Amendment to the United States Constitution or Section 5, Article I of the Oregon Constitution, or be religion based. In compliance with ORS 659.850, no person of the Charter School shall be subjected to discrimination on the basis of age, disability, national origin, race, color, marital

status, religion, sexual orientation, gender identity or sex. In compliance with ORS 338.125(2), the Charter School shall not limit student enrollment based on race, religion, sex, sexual orientation, ethnicity, national origin, disability, the terms of an individualized education program, income level, proficiency in the English language or athletic ability, but the Charter School may limit admission to students within a given grade level.

4.6. Open Enrollment.

4.6.1. Voluntary Enrollment; Who is Eligible. Student enrollment in the Charter School will be voluntary. All students who reside in the district are eligible for enrollment if space is available. Students who do not reside in the district are eligible for enrollment if space is available. Other than the preferences allowed by law (see Section 4.6.3) and any waivers approved by the State Board of Education, there will be no criteria for selection of students. A student will be deemed admitted to and enrolled in the Charter School when the student's application has been unconditionally accepted by the Charter School following completion of a phase of the enrollment process described below and after conditions to such acceptance have been satisfied.

4.6.2. Phased Enrollments. The Charter School shall be allowed to conduct a multi-phase enrollment process. At the election of the Charter School each year, there may be a series of open enrollments, provided the process conforms to this Contract. Each year, the Charter School will set deadlines by which such applications must be received for each phase of the enrollment process. These deadlines may change from year to year at the discretion of the Charter School. The Charter School board will approve any forms and policies that may otherwise be needed to govern the enrollment process, and may change those from time to time as they determine what works best.

4.6.3. Application Process; Enrollment Process; Priorities. On a date set by the Charter School board, prospective students may apply for admission to the Charter School for the school year that begins the following September. For the first phase of the enrollment process, if the number of applications received by the deadline for the first phase is less than or equal to the maximum number of students allowed, then all the applications will be accepted (including applications from nonresidents).

If the number of applications received is greater than the maximum number of students allowed, then the Charter School will conduct an equitable lottery, in a manner determined by the Charter School and consistent with state law, to admit the maximum allowed number of students and to create a waiting list for subsequent admission should a space become available at a later date. Order of priority on the waiting list also will be determined through the lottery process. As provided in ORS 338.125, the Charter School may give admissions preference to (1) students who were enrolled in the Charter School in the prior year; (2) applicants who have siblings who are presently enrolled in the Charter School and who were enrolled in the Charter School in the prior year. District residents shall have priority for admission into the Charter School and shall be allowed to fill all enrollment slots in the Charter School. Children selected for enrollment in

the Charter School must be at least five (5) years old by September 1 of the school year they will be enrolled in the Charter School unless they have met the District's criteria for early enrollment, as required by ORS 336.092. The Charter School must comply with the provisions of ORS 339.115, Admission of Students.

- 4.6.4. Admission of Nonresident Students.** As required by ORS 338.125(5), if the Charter School admits a nonresident student, the Charter School will provide written notice of the student's enrollment to the District within 10 days. The written notice will include the contact information of the student's parent or guardian. Within 10 days of receiving such notice, the District shall provide to student's parent or guardian written information about District's responsibility to identify, locate and evaluate students to determine which students may need special education and related services and the methods by which District may be contacted to answer questions or provide information related to special education and related services. If the nonresident student withdraws for any reason other than graduation, the Charter School will provide written notice to the District within 10 days. The written notice will contain the contact information for the student's parent or guardian.
- 4.7. Minimum Enrollment.** The minimum enrollment for each school year shall be 25 full-time students. The District may terminate this Contract if student enrollment in the Charter School falls under 25 students during any school year, as provided in ORS Chapter 338. For purposes of this Contract full-time student means a student who is receiving more than one-half of his or her instructional program at the Charter School.
- 4.8. Dual Enrollment.** Unless specified in an IEP or as required by ORS 339.460 (interscholastic activities) or other law, the Charter School shall not permit a Charter School student to attend on a full-time or part-time basis, both the Charter School and another public school, another public charter school (including on-line charter schools), or a non-public school without prior approval of the District. If the Charter School becomes aware that any student at the Charter School is enrolled and attending another public school, another public charter school, or a non-public school on such a full-time basis or part-time basis, the Charter School will notify the District and will request that the parent of such student take appropriate action to reduce the student's full-time enrollment and attendance to one school.
- 4.9. Student Attendance, Conduct and Discipline.** The Charter School shall maintain current and accurate enrollment data and daily records of student attendance and shall provide these data to the District through the District's Student Information System. (Refer to Section 6.2 of this Contract for detail.) The Charter School shall maintain a system of uniform student discipline and shall notify its students of the students' rights and responsibilities as provided in Charter School policy. The Charter School board may amend its policies from time to time as provided in Section 10.4. The Charter School shall notify the District immediately upon a student being expelled from the Charter School. The Charter School and the District shall extend full faith and credit to the suspension and expulsion of a student of the other, unless both parties agree in writing to a variance from this requirement.
- 4.9.1.** The Charter School shall comply with all IDEA and 504 disciplinary requirements. For students with Individualized Education Programs, the Charter

School shall notify the District special education representative of all in-school or out-of-school suspensions exceeding five days. The Charter School will supply necessary discipline data and fully participate in manifestation determination meetings conducted by the District representative for students with IEPs prior to the 10th day of removal. The Charter School shall follow 504 guidelines in conducting manifestation determination meetings for students with 504 plans.

4.10. Education of Students with Disabilities. The District and Charter School shall comply with all District policies and regulations and the requirements of federal and state laws concerning the education of children under the Individual with Disabilities Education Act ("IDEA"). Compliance by the Charter School includes, but is not limited to, the following:

4.10.1. The Charter School shall comply with all District policies regarding discipline of special education students.

4.10.2. The Charter School will admit students without regard to their status as special education students or the terms of their individualized education program (IEP).

4.10.3. The Charter School will immediately notify appropriate District personnel when the Charter School enrolls a student who is currently identified as a special education student or may need special education and related services. If, after a student is enrolled in and attending the Charter School, the Charter School suspects a student may be eligible for special education and related services under IDEA (Child Find), the Charter School shall promptly notify the District, and cooperate with the District if a Charter School student may need evaluation to determine eligibility for special education. Any student referred for a special education evaluation shall remain enrolled at the Charter School unless an IEP team determines that the Charter School cannot meet the student's level of support (placement) or unless the parent or guardian of the student withdraws the student from the Charter School.

4.10.4. The Individual Education Program (IEP) team is determined by federal and state law. The Charter School will have at least one TSPC certified or registered classroom teacher of each enrolled special education student serve on the IEP team. The IEP, eligibility or placement team must include a District representative and appropriate District specialists.

4.10.5. The student's IEP team will determine the appropriate educational program and placement for the student, whether in or out of the Charter School. The Charter School shall abide by the IEP team's decisions and implement the IEP as written. The Charter School shall not change the student's IEP, placement or eligibility without IEP team action.

4.10.6. The District will determine which services are best delivered by District employees and will provide special education staff at the same staffing ratio as is provided to District schools. The Charter School will work closely with District staff to assist in the effective delivery of the services, including implementing all accommodations, and/or modifications specified on the student's IEP. The Charter School director shall promptly contact the District Student Services administrator, and director when appropriate, about any concerns related to IEP

services or IDEA implementation. The District retains responsibility to provide special education and related services to all Charter School students. The Charter School will educate and cooperate with the District to provide special education services to students with disabilities in the least restrictive environment possible. The District shall provide equipment, access to digital applications and materials, and specialized training necessary to IEP implementation. The Charter School will ensure that its staff has received special training when necessary for the delivery of special education services. The District will provide the Charter School with access to its trainings related to effective implementation of IDEA. In the event that the District contracts with the Charter School to provide special education services, the special education services will be funded as described in Section 6.2.3.

- 4.10.7. The District has the discretion to determine which specialized programs will be offered on site at the Charter School site.
- 4.10.8. District special education administrative staff shall meet with Charter School staff three times per year to review policies, procedures, practices, and the status of services being provided at the Charter School.
- 4.10.9. Special education transportation will only be provided to a Charter School special education student if it is listed as a related service on the Charter School student's IEP. For students who reside outside of the district, special education transportation will be provided on an existing special education route within the 4J boundary to and from the charter school.
- 4.10.10. The Charter School shall provide substitutes for the Charter School staff who are required to attend IEP meetings or other meetings related to a Charter School special education student during the instructional day at the Charter School expense. The District shall pay the expense of the attendance of the Charter School staff attending the meeting during the instructional day.
- 4.11. **Section 504.** The Charter School shall comply with Section 504 of the Rehabilitation Act, which prohibits discrimination based on disability. If the Charter School does not suspect that a student has a disability under the IDEA, but suspects that the student has a physical or mental impairment that substantially limits a major life activity, the Charter School is responsible for providing an assessment of the student. If the student is a “504 only” student, the Charter School is responsible for developing and implementing the 504 student accommodation plan. The Charter School may access the District’s 504 training opportunities. The District will notify the Charter School of such opportunities. The Charter School shall:
 - 4.11.1. Adopt and implement procedures for ensuring the school complies with Section 504, including the provision of a knowledgeable 504 team to make decisions about 504 plans. The team must include someone who is knowledgeable about the student, the evaluation data and accommodation options. The Charter School will reevaluate each student’s 504 plan periodically in the manner required by law.
 - 4.11.2. Place 504 documents in the student’s educational record. The Charter School shall ensure accurate data including the 504 plan is provided to appropriate

District personnel by updating Synergy. The District is not responsible for approving or reviewing the Charter School's 504 plans, but it will add an alert in the student's Synergy record. The District will also provide all necessary Synergy training and access to Charter School staff to facilitate the Charter School's obligations herein.

- 4.11.3. Designate a building 504 coordinator; periodically check 504 reports for accuracy; participate in District training on 504 implementation when provided reasonable advance notice of such training; act as 504 case manager for Charter School students; serve as a point of contact at the school for questions about 504; provide information to employees, students and parents about 504 procedures and supports.
- 4.11.4. Provide grievance procedures as required by law.
- 4.11.5. Provide notices of nondiscrimination and notice of the Charter School's 504 Coordinator, how to contact the Coordinator, the grievance procedures, and the statement of nondiscrimination. These notices are to be included in student/parent handbooks and on the school website.

4.12. Student Welfare and Safety.

- 4.12.1. The Charter School shall comply with all applicable state and federal laws concerning student welfare, safety and health, including, without limitation, the reporting of child abuse, accident prevention and disaster response, and any local, state or federal regulations governing the operation of school facilities.
- 4.12.2. The Charter School is responsible for the reporting of sexual conduct, child abuse and neglect in accordance with state and federal law.
- 4.12.3. The Charter School shall immediately inform the District Liaison of any report regarding sexual conduct, child abuse and/or neglect by a Charter School or District staff member, contractor, agent or volunteer.
- 4.12.4. The Charter School shall comply with state and federal law relating to administration of medications to students.
- 4.12.5. The Charter School shall comply with OAR 548-020-0041, the Teacher Standards and Practices Commission requirements that the chief administrator report certain acts of gross neglect of duty by licensed staff.

4.13. **School Year; School Day; Hours of Operation.** The Charter School may be flexible in its calendar and in the scheduling of its daily activities, provided it conforms to any requirements of state law. However, the Charter School anticipates that its annual calendar will generally match the calendar of the District, and the Charter School may maintain a typical nine-month school year for its regular academic program. The number of instructional hours during each school year will comply with requirements of state law.

4.14. **Alternative Education Model.** Subject to applicable state law, federal law, and the terms of this Contract, the Charter School shall be allowed to promote and implement learning situations that are flexible with regard to environment, time, structure and

pedagogy. If the Charter School determines to send a student to an alternative education program, the Charter School shall pay the full cost of such program. All such placements shall be approved in advance by the District.

4.15. Interscholastic Activities

4.15.1. As provided by ORS 339.460 and OAR 581-026-0700 to 581-026-0710, students enrolled in the Charter School may participate in interscholastic activities in the district in which they reside when certain requirements are met, the District may charge a fee for each such student. “Interscholastic activities” means those activities as defined in OAR 581-026-0005. The Charter School will pay the District five percent (5%) of the District’s General Purpose Grant per ADMw as calculated under ORS 327.013, per fiscal year for each student who participates in one or more interscholastic activities. This amount will be due to the District by October 1 for fall activities, December 15 for winter activities and March 15 for spring activities.

4.15.2. The Charter School will also pay an additional five percent (5%) of the district’s General Purpose Grant per ADMw as calculated under ORS 327.013 per course for each student participating in a course for credit towards high school graduation that is required for participation in the interscholastic activity. This amount will be paid to the District no later than thirty (30) days following the beginning of a grading period.

4.15.3. Charter School will provide information to the District that is necessary to determine a student’s initial and ongoing eligibility. This may include attendance, disciplinary and academic records related to any requirements for participation in the interscholastic activity.

4.15.4. Charter School represents that it does not offer any interscholastic activities as defined in OAR 581-026-0005. Should Charter School offer interscholastic activities in the future, it will provide written notice to District.

4.16. English Language Learners. The Charter School’s curriculum and educational program shall contain a general plan to address English Language Learners. The District agrees to provide ELL training, testing, and guidance to the Charter School.

4.17. Training. The Charter School acknowledges its responsibility to provide Charter School staff with all legally required trainings. Except for trainings identified in Section 4 above, or trainings that the District is required by law to provide the Charter School, the District shall have no responsibility to provide trainings to the Charter School. Notwithstanding the foregoing, and when mutually agreeable: (1) the Charter School may contract with the District to provide training which will be charged at staff’s per diem rate of pay and (2) Charter School staff may attend no-cost district trainings to which they have been invited.

5. School Improvement Plan, Procedures for Corrective Action

5.1. The Charter School shall complete and submit to the District a School Improvement Plan by October 1 in each year of the Contract. The School Improvement Plan shall include student performance data, financial data, improvement goals, an action plan

and a procedure for evaluating the Charter School's progress for meeting its goals and action plans. The School Improvement Plan will be updated annually, and reviewed by the District as a part of the District's annual review of the Charter School.

5.2. As provided in OAR 581-026-0100(2)(c)-(d), the School Improvement Plan shall establish the performance standards under which the Charter will be evaluated. It will include objective and verifiable measures of student achievement in a manner consistent with the Charter School educational program as described in Exhibit A and state and district performance standards as the primary measure of school quality, and it shall define the sources of academic and other data that will form the evidence base for ongoing and renewal evaluation.

5.3. As provided in OAR 581-026-0100(2)(f), the Charter's School's goals shall be specific in nature and shall include clear, measurable performance standards so that the District and the Charter School can assess the effectiveness of the Charter School's mission-specific performance using measures and metrics that credibly demonstrate the Charter School's success in fulfilling its mission and serving its students. As part of the District's annual evaluation of the charter school, the District may set performance goals for the school relating to state and district performance standards. These goals may be different than the Charter School's self-selected performance goals in its School Improvement Plan. If goals are set by the District the Charter School shall report on progress on these goals as part of its annual report.

5.4. If the Charter School fails to meet any performance goal set forth in its Plan or established by the district in its annual evaluation for two consecutive years, a corrective action plan may be initiated.

5.4.1. The Charter School shall develop a detailed, specific plan to address the underperforming area(s), based on best practice, which will include a relevant professional development plan. The district will approve the plan.

5.4.2. The Charter will demonstrate progressive improvement on the corrective action plan, working with District staff to determine reasonable measures of assessment.

3. If, after these steps are completed and reasonable goals (as set with the Charter program director and District staff) are not met within an additional year from when the corrective action plan is developed, the District may begin the process of terminating the Charter School's operation as a public charter school under Section 8.6.1.a of this Contract.

6. **Financial Matters, Funding, Annual Budgets, Annual Audit.**

6.1. **No Tuition, Fees.** The Charter School will not charge tuition to students, except as may be allowed under ORS 339.155 or other applicable law. As noted in ORS 338.115, the following laws shall apply to the Charter School: ORS 339.141, ORS 339.147, and ORS 339.155. In accordance with state law, the Charter School may charge reasonable fees for the processing of applications, instructional materials, after-school programs, and student activities, those items described in ORS 339.155 and other items where not prohibited by applicable law. The Charter School shall waive all fees for indigent students in accordance with applicable federal and state law.

6.2. Annual Funding.

6.2.1. Student Enrollment, Attendance Records. In addition to the requirements of Section 4.9, the Charter School shall identify and count, and keep accurate records of, its number of enrolled students and their days present and absent; attendance; special education students; students eligible for and enrolled in an English as a Second Language program under ORS 336.079; and other data required in order to calculate average daily membership, weighted average daily membership (ADMw), and related terms necessary to determine funding under state law, particularly ORS 338.155 and 327.013.

6.2.2. Calculating ADMw and Funding.

- 6.2.2.a.** For each school year, the District shall provide funding to the Charter School in accordance with ORS 338.155(2), as that formula may be changed from time to time, subject to any modifications made by the parties in this Contract. Until the law is changed or the parties otherwise agree by amendment of this Contract, the funding shall be the sum of the following subparagraphs (b) and (c).
- 6.2.2.b.** Funding related to elementary and middle school students shall be the product of (i) the District's "Charter Schools Rate (ORS 338.155); multiplied by (ii) the Charter School ADMw for elementary and middle school students (grades K-8); multiplied by (iii) 80%.
- 6.2.2.c.** State School Fund Grant payments by the District to the Charter School from July through April will be based on ADM projected by the Charter School as of November 15 in each year of the contract, as required below in Section 6.2.5. ADM will then be weighted according to the District's Adjusted Poverty Factor, by dividing the District's weighting for Students in Poverty by the District's ADMr and multiplying that percentage by the Charter School ADMr.
- 6.2.2.d.** In May, State School Fund Grant payments by the District to the Charter School will be based on ADM projected by the District. This calculation will represent actual second quarter ADM for the Charter School, multiplied by the average of the difference in Charter School ADM from December to June for the two prior years in accordance with ORS 327.099.
- 6.2.2.e.** Adjustments to State School Fund payments by the District to the Charter School, to reflect final, actual ADMw and state resources, will be made in May of the subsequent year in accordance with ORS 327.101.
- 6.2.2.f.** In accordance with ORS 338.155(8), the District will send State School Fund Grant payments to the Charter School within 10 days after receiving payments from the State School Fund.
- 6.2.2.g.** In the event that the District terminates or does not renew the Contract with the Charter School, the final adjustment to the State School Fund payment by the District to the Charter School will be made in the last payment that is required by the terms of this Contract.

- 6.2.3. The funds from the Oregon Department of Education representing the Average Daily Membership weighted (ADMw) for special education for Charter School special education students shall be retained by the District.
- 6.2.4. **Title I.** The District shall provide to Charter School the appropriate Title I funds, if determined eligible by the District, using the same formula and allocation procedures as it does for District schools. The use of Title I funds shall be governed by federal regulations and District oversight.
- 6.2.5. **District Fees.** The District may charge fees to the Charter School to provide administrative and support services that are mutually agreed upon by the District and the Charter School on the basis of actual District cost of services. The District shall use the direct method, rather than the indirect method, of charging the District's grant administration for those grants administered by the District.
- 6.2.6. **Interscholastic Activities and Course Fees.** Fees for student participation in interscholastic activities, and any credit courses towards high school graduation required for such participation shall be as provided in Section 4.15 – Interscholastic Activities. Student participation in any other course shall be mutually agreed upon, and tuition paid by the Charter School based on the prorated amount of the annual tuition charged by the District for nonresident students.
- 6.2.7. **Reports to District.** The Charter School shall provide the District with current student data as required in Sections 6.2.1 to 6.2.3, for each school year, through the District's Student Information System. The Charter School shall provide three-year enrollment and ADMr projections, not to exceed 253 students as described in Section 4.1 to the District by November 15 of each year of the Contract. Nothing in this section shall limit the District's right to require additional relevant reports as necessary for the District to meet its duties imposed by law.
- 6.2.8. **End of State Funding.** The financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the State of Oregon, and the District has no obligation to fund Charter School operations if State funding does not occur.
- 6.3. **Budgets, Financial and Cash Flow Projections: Financial Reporting.**
- 6.3.1. On or before February 28 of each year of the charter contract, the Charter School shall submit to the District three-year financial and cash flow projections, so that the District can review them as part of its consideration of the Charter School's financial stability. Annual budgets must be revised by October 15 to reflect actual state funding and enrollment levels for the year. The Charter School shall be responsible for all costs associated with school operations, including the costs of subcontracting for goods and services, except as expressly provided in this Contract.
- 6.3.2. The Charter School must provide to the District a balance sheet, a statement of revenues and expenditures for the quarter ended, a statement of revenues and expenditures year-to-date, and a Budget Projection Summary in a format provided

by the District. Financial reports must be provided on a quarterly basis, by the 30th day of October, January, April and July of each year of the contract. Financial reports must show the results of all operations and transactions affecting the financial status of the Charter School and reflect all funds, including grants, with separate reports for each fund. The District reserves the right to request additional financial reports and projections on an as-needed basis.

- 6.4. **Fiscal Agent.** The Charter School shall act as its own fiscal agent.
- 6.5. **Fiscal Year.** The fiscal year of the Charter School shall begin on July 1 of each year and end on June 30 of the subsequent year.
- 6.6. **Financial Records, Audits and Accounting Reports.** The Charter School shall maintain and retain appropriate financial records in accordance with all applicable federal and state laws. In accordance with ORS 338.095(2), in each year of the charter contract, the Charter School shall have a fiscal year-end audit of the accounts of the Charter School. The audit shall be prepared in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.990 in the governmental model and conducted by an auditor licensed to perform municipal audits. The Charter School shall submit the fiscal year-end audit to the District by October 15th, of each year. The fiscal year-end audit shall also be forwarded by the Charter School to the State Board of Education and the Department of Education.
- 6.7. **Financial Management.** The Charter School, through its Board of Directors, shall be fiscally responsible for its own operations within the limitations of any funding provided by the District and other revenue derived by the Charter School, and shall maintain a sound financial management system, as required in ORS 338.065.
 - 6.7.1. The Charter School must prepare its financial statements in conformity with Generally Accepted Accounting Principles (GAAP) and shall comply in all instances with applicable governmental accounting and reporting requirements.
 - 6.7.2. The Charter School must maintain and implement sound financial practices as defined by law and administrative rule. At a minimum, the practices must include:
 - 6.7.2.a. Procedures reflecting cash management, investment practices and financial reporting;
 - 6.7.2.b. Balance sheets reflecting a summary the Charter School's assets and liabilities; and
 - 6.7.2.c. Segregation of duties of those providing reports.
- 6.8. **Other Sources of Funds for Charter School; Fund Raising.** In addition to the funding under Section 6.2, the Charter School may accept gifts, donations, grants and loans, including those described in ORS 338.155(9).
 - 6.8.1. The District may also transfer to the Charter School its proportionate share of any grant awarded by the Oregon Department of Education that is available to the District based solely on ADMw of the District that include the ADMw of the Charter School, excluding grants from the State School Fund.
 - 6.8.2. The Charter School shall comply with all state and federal laws regarding reporting of charitable contributions. The Charter School shall record all gifts,

donations, loans, and grants in the financial records required in Section 6.6.

6.8.3. As provided in ORS 338.125(10), the Charter School may conduct fund-raising activities, but shall not require a student to participate in fund-raising activities as a condition of admission to the Charter School.

7. Building and Facilities. The Charter School shall have the responsibility for its buildings and facilities unless otherwise agreed to in a lease.

8. Governance and Operation.

8.1. Corporate Status; Governing Board.

8.1.1. The Charter School will remain an Oregon nonprofit corporation throughout the term of this Contract (including extensions and renewals). The Charter School will conduct operations as set forth in this Contract and in accordance with the Charter School's Bylaws and Articles of Incorporation.

8.1.2. The Charter School shall operate in accordance with its Articles of Incorporation and Bylaws. If the Charter School makes any changes to its Articles of Incorporation or Bylaws, within thirty (30) days thereafter it will give copies of the changes to the District. If the District believes that any such changes violate either this Contract or state or federal law, it will so notify the Charter School. If the Charter School agrees, it will make necessary changes to the Articles or Bylaws to conform to this Contract or the applicable law; if the parties do not agree, the matter will be resolved under dispute provisions of this Contract.

8.1.3. The Charter School shall constitute and maintain a governing board, and shall be responsible for the Charter School's compliance with all applicable laws, rules, regulations, policies, procedures and the terms of this Contract and the Description of the Charter School Program (Exhibit A).

8.1.4. The size of the Charter School Board may vary from time to time, in accordance with the Bylaws and applicable law. The Charter School Board may elect Board members who are parents of Charter School students or other individuals providing support to the Charter School.

8.2. Public Meetings and Public Records. The Charter School and its Board of Directors, when acting as the Governing Body of the Charter School, will be subject to the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.690, and Oregon Public Records Law, ORS 192.311 to 192.478.

8.3. Operational Powers and Responsibilities. Subject to applicable federal and state laws and the provisions of this Contract, the Charter School shall have the authority to exercise independently all powers granted to nonprofit corporations and public charter schools under Oregon law. The Charter School Board will have overall responsibility for the Charter School, including adopting goals and policies, ensuring compliance with applicable laws and this Contract, overseeing financial management, assessing performance, and hiring and overseeing the school's employees. In accordance with the goals, policies and directives adopted by the Board, the Charter School Board will oversee day-to-day operations, including financial, operational, personnel, and disciplinary functions.

8.4. Third-Party Contracts; Contracts with District. The Charter School shall not enter into any contract for comprehensive school management services to be performed in substantial part by an entity not a party to this Contract without prior District approval. The parties may elect to enter into additional agreements between them including, without limitation, agreements whereby the District will provide certain services to the Charter School.

8.5. Annual Report and Review.

8.5.1. The Charter School will submit an annual report to the District and to the State Board of Education in accordance with ORS 338.095(2) on the performance of the Charter School and its students. This report will include information necessary to make a determination of compliance with the requirements of ORS Chapter 338, including the following:

8.5.1.a. Summary data on the progress toward meeting its academic goals and objectives, such as the assessment information described in Section 4.3.

8.5.1.b. Attendance and student discipline information.

8.5.1.c. Parental involvement and survey results relating to student and parental satisfaction.

8.5.1.d. The audit required under Section 6.6.

8.5.1.e. Evidence of insurance policies required under Section 10.1.

8.5.1.f. Evidence of compliance with Section 9.1 on Staff Qualifications.

8.5.1.g. New policies adopted by the Charter School Board that have not previously been given to the District.

8.5.1.h. Evidence of compliance with Section 6.7 on Financial Management.

8.5.1.i. Other information as requested by the District and in accordance with state and federal requirements.

8.5.2. The specific contents of the report may change from time to time as the parties consider which types of data and measurements are most useful.

8.5.3. The District will conduct an annual review of Charter School performance which includes a site visit and an evaluation of the annual report submitted by the Charter School.

8.5.4. In addition to any required reports under this Contract, in furtherance of the District's oversight requirements under the law and this Contract, the Charter School will produce for inspection any documents or information requested by the District within 10 business days of that request. Requests by the district during periods of school closure will be made by telephone and email, and the timeline for a response may be adjusted as mutually agreed.

8.6. Termination.

8.6.1. To the extent allowed by ORS Chapter 338, the District may revoke the charter and terminate this Contract on any of the following grounds:

8.6.1.a. Violation of or failure to meet and sustain any terms of this Contract.

8.6.1.b. Failure to meet the requirements for student performance stated in

- this Contract.
- 8.6.1.c.** Failure to correct any violation of a federal or state law that is described in ORS 338.115.
 - 8.6.1.d.** Failure to maintain insurance as required by this Contract.
 - 8.6.1.e.** Failure to maintain financial stability.
 - 8.6.1.f.** Failure to maintain, for one or more consecutive years, a sound financial management system.
 - 8.6.1.g.** Endangerment of the health or safety of students.
- 8.6.2.** Before executing the obligations and rights of termination in the manner described by ORS 338.105, the parties agree to first make a good faith attempt to resolve any dispute otherwise leading to termination in the following manner.
- 8.6.2.a.** The party with a concern about the other party's compliance with the Contract will notify the other party in writing of the concern.
 - 8.6.2.b.** The responding party shall submit a written response to the concern within fifteen (15) days of the receipt of the notice of concern.
 - 8.6.2.c.** If the parties are unable to agree in good faith on a resolution of the concern within fifteen (15) days of the response to the notice of concern, the termination provisions contained in ORS 338.105 may proceed.
 - 8.6.2.d.** The time frames set forth in sections (b) and (c) of this section may be extended by mutual agreement of the parties.
- 8.6.3.** In executing the obligations and rights of termination under ORS 338.105 for any of the reasons stated in Section 8.6.1(a) through 8.6.1(f), the District shall provide sixty (60) days prior written notice of its intent to terminate this Contract. The notice will state the grounds for termination and will be delivered to the business office of the Charter School.
- 8.6.3.a.** The Charter School may request a hearing from the District Board on the termination of the Contract. The request shall be in writing and delivered to the superintendent's office of the District. The District shall hold a hearing within 30 days of receiving the request. In order to conduct this hearing prior to the intended date of termination, the Charter School shall provide its request for a hearing more than 30 days before the anticipated date of termination.
 - 8.6.3.b.** At the hearing, the Charter School may respond to the allegations in the District's written notification by offering documentary evidence and oral argument. The District bears the burden of proving the allegations in the written notification by a preponderance of the evidence. The Charter School has the burden of proof for any affirmative defense to the allegations by a preponderance of the evidence. The District Board shall make its decision at a public meeting. The District Board's decision may only be appealed to the State Board of Education according to ORS 338.105.
- 8.6.4.** The dispute resolution process in Section 8.6.2 shall not be required prior to the exercise of any contractual right of either party under this Contract, except the

right of termination under Section 8.6.3. If mutually agreed upon, the parties may use mediation services to resolve any disputes that may arise under this Contract; provided, however, that the termination of this Contract shall at all times remain subject to the provisions above.

8.6.5. The District reserves the right, without exhausting the procedures in Sections 8.6.2 and 8.6.3, to terminate the Contract immediately and close the Charter School for the endangerment of the health and safety of students, per Section 8.6.1(g) and ORS Chapter 338. If the Charter School is closed due to health or safety concerns, it may request a hearing by the Board of Directors, and the District shall provide the Charter School with the opportunity for a hearing on the termination within ten (10) days of receiving the request.

8.6.6. The Charter School may only terminate the Contract, dissolve or close the Charter School at the end of a semester. The Charter School shall notify the District in writing at least 180 days prior to the proposed effective date of termination, dissolution or closure of the Charter School.

9. Employment Matters.

9.1. Staff Qualifications. The administrators of the Charter School shall be licensed or registered to administer by the Teacher Standards and Practices Commission. At least one-half of the total full-time equivalent (FTE) teaching and administrative staff of the Charter School and all its subcontractors shall be licensed in accordance with ORS 342.125. For any individual hired as a teacher in the Charter School, the Charter School shall provide the District with evidence of certification or other qualification annually on or before September 30 of each school year and upon request by district staff.

9.1.1. The Charter School must provide the District with evidence of fingerprinting and background checks as confirmed by the Oregon Department of Education annually on or before September 30 of each school year and upon request..

9.1.2. All teachers and paraprofessionals employed by the Charter School shall also comply with the highly qualified requirements for licensed and classified staff members as required by state and federal law.

9.2. The Charter School as the Employer. All provisions of this Section 9 of this Contract are subject to state and federal laws and applicable collective bargaining agreements, if any. The District shall not be the employer of any employees of the Charter School. The Charter School will be the employer of the staff at the Charter School. The Charter School will control the selection of employees.

9.3. Staff Hiring.

9.3.1. The Charter School's governing board, in its sole discretion, has complete authority to hire, evaluate, promote, discipline, supervise, and terminate Charter School employees, and to set all terms and conditions of employment, including all decisions regarding compensation and benefits. The Charter School will be responsible for providing substitutes for all Charter School teachers.

9.3.2. For any employee of the District who chooses to work for the Charter School, any

leave of absence from the District will be governed by ORS 338.135.

9.3.3. Licensed and classified staff and other employees of the Charter School will not be included in the District's respective bargaining units. Employee membership in a labor organization and collective bargaining shall be governed by ORS 338.135.

9.3.4. The Charter School shall participate in the Public Employees Retirement System to the extent required by law.

9.4. **Employee Records.** The Charter School shall be responsible for establishing and maintaining personnel records for its employees, and for the maintenance, retention and disclosure of employee records, all in compliance with all applicable federal and state laws. The Charter School and its subcontractors shall meet any and all reporting obligations to the Teacher Standards and Practices Commission ("TSPC") regarding its employees.

9.5. **Criminal Records Checks.** ORS 181A.195, 338.115(1)(h), 326.603, 326.607, 342.223, and 342.232 (relating to criminal records checks), shall apply to the Charter School. Neither the Charter School nor its subcontractors, if any, shall knowingly employ an individual or allow an individual to have unsupervised access with a student, for whom a criminal background investigation has not been initiated or who has been convicted of an offense that would preclude that individual from working in a public school in Oregon. No later than October 15th of each school year that the Charter School is in operation under this Contract, the Charter School shall provide to the District a list containing the names and job positions of all employees of the Charter School and its subcontractors. Such list shall also indicate for each employee the date of initiation of the criminal background investigation required by Oregon law. The Charter School assumes sole responsibility for conducting appropriate criminal background checks for employees, volunteers and contractors.

9.6. **Employment Nondiscrimination Policy.** The Charter School will maintain in effect the Charter School's employment nondiscrimination policy and its complaint procedure.

10. Insurance and Legal Liabilities.

10.1. Insurance.

10.1.1. The Charter School shall, at its own expense, secure and retain and provide proof of the following insurance and in the amounts not less than those set forth below:

10.1.1.a. Property insurance, as required under the lease or other agreement for the facility where the Charter School is located.

10.1.1.b. Commercial and general liability insurance, \$2,000,000 combined single limit per occurrence/\$3,000,000 general annual aggregate.

10.1.1.c. Automobile liability insurance (if the Charter School owns any vehicles), \$2,000,000 combined single limit per occurrence/\$3,000,000 general annual aggregate.

10.1.1.d. Workers' compensation insurance as required by the State of Oregon.

- 10.1.1.e. Employee Dishonesty Insurance, \$500,000.
- 10.1.1.f. Child abuse and molestation, \$2,000,000 combined single limit per occurrence/\$3,000,000 general annual aggregate.

10.1.2. Additional Insured. All liability insurance, except for workers' compensation, required under this Contract must include as an additional insured endorsement specifying the District, its Board, employees and agents as additional insureds.

10.1.3. As part of its annual report under Section 8.5, and at any time thereafter upon request of the District, the Charter School shall provide the District with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts set forth herein.

10.2. **Compliance with Laws; Non-Exemption from Certain Laws.** The Charter School will comply with all applicable federal, state, and local laws and regulations (including Oregon Administrative Rules developed by the Oregon Department of Education regarding charter schools). As provided in ORS 338.115(1), although statutes and rules that apply to school district boards, school districts or other public schools shall generally not apply to the Charter School, the following laws shall apply to the Charter School:

- 10.2.1.a. Federal law;
- 10.2.1.b. ORS 30.260 to 30.300 (tort claims);
- 10.2.1.c. ORS 192.311 to 192.478 (public records law);
- 10.2.1.d. ORS 192.610 to 192.690 (public meetings law);
- 10.2.1.e. ORS chapters 279A, 2798 and 279C (Public Contracting Code);
- 10.2.1.f. ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law);
- 10.2.1.g. ORS 326.565, 326.575 and 326.580 (student records)
- 10.2.1.h. ORS 181A.195, 326.603, 326.607, 342.223 and 342.232 (criminal records checks);
- 10.2.1.i. ORS 329.045 (Academic Content Standards and Instruction);
- 10.2.1.j. ORS 329.451 (high school diploma, modified diploma, extended diploma and alternative certificate);
- 10.2.1.k. ORS 329.496 (physical education);
- 10.2.1.l. The statewide assessment system developed by the Department of Education for mathematics, science and English under ORS 329.485(2);
- 10.2.1.m. ORS 337.150 (Textbooks);
- 10.2.1.n. ORS 336.840 (use of personal electronic devices);
- 10.2.1.o. ORS 339.119 (consideration for educational services);
- 10.2.1.p. ORS 339.141, 339.147 and 339.155 (tuition and fees);
- 10.2.1.q. ORS 339.250(9) (prohibition of infliction of corporal punishment);
- 10.2.1.r. ORS 339.326 (notice concerning students subject to juvenile court petitions);
- 10.2.1.s. ORS 339.370, 339.372, 339.388 and 339.400 (reporting of child abuse and sexual conduct and training on prevention and identification of abuse and sexual conduct);
- 10.2.1.t. ORS 342.856 (core teaching standards);
- 10.2.1.u. ORS Chapter 657 (Employment Department Law);
- 10.2.1.v. ORS 659.850, 659.855 and 659.860 (discrimination);

- 10.2.1.w. Any statute or rule that establishes requirements for instructional time provided by a school during each day or during a year;
- 10.2.1.x. Statutes and rules that expressly apply to public charter schools;
- 10.2.1.y. Statutes and rules that apply to a special government body, as defined in ORS 174.117, or a public body, as defined in ORS 174.109
- 10.2.1.z. Health and safety statutes and rules;
- 10.2.1.aa. Any statute or rule that is listed in the charter; and
- 10.2.1.bb. ORS Chapter 338.

10.3. **Waiver.** As provided in ORS 338.025(2), the Charter School may apply to the State Board of Education to grant a waiver of certain provisions of ORS Chapter 338 if the waiver promotes the development of programs by providers, enhances the equitable access by underserved families to the public education of their choice, extends the equitable access to public support by all students or permits high quality programs of unusual cost. The Charter School shall give the District a copy of any application for a waiver promptly after submitting it and shall give the District a copy of any grant of a waiver promptly after receiving it.

10.4. **School and District Policies.** The Charter School shall comply with District Board Policy LBE as applicable and shall adopt policies as may be required by law and may at its discretion adopt other policies governing operation of the Charter School and may amend its policies from time to time. The Charter School shall make such policies and amendments available for review at the District's request.

10.5. **Full Faith and Credit.** The Charter School agrees that it shall not extend the full faith and credit of the District to any third person or entity. The Charter School acknowledges and agrees that it has no authority to enter into a contract that would bind the District. The Charter School's governing board has the authority to approve contracts to which the Charter School is a party, subject to the requirements and limitations of the Oregon Constitution, state law and provisions of this Contract.

10.6. **Indemnification.**

10.6.1. **Charter School Indemnifies District.** To the extent not barred by the Oregon Tort Claims Act in ORS Chapter 30, the Charter School agrees to indemnify and hold the District, its Board, agents and employees ("District indemnitees") harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from: (1) the possession, occupancy or use of property of Charter School (including after school use of buildings by outside groups), by its faculty, students, patrons, employees, guests or agents; and (2) civil rights violations, including Section 504 of the Rehabilitation Act of 1973. Charter School further agrees to indemnify and defend District indemnitees against all claims, suits, actions, losses, damages, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with Charter School's operations. This indemnification shall not apply to any liability, claims or demands resulting from the negligence or wrongful act or omission of any District Board member, officer, agent, or employee working at the Charter School whose negligence or wrongful act or omission is caused in

whole or in part as directed by the District. The Charter School agrees to indemnify, hold harmless and defend the District from all contract claims in which the Charter School has obligated the District without the District's prior written approval. This indemnification shall not apply to any damages incurred regarding any act or omission of the Charter School that is later determined to be required by law or this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

10.6.2. District Indemnifies Charter School. Within the limitations of and subject to the restrictions in the Oregon Tort Claims Act in ORS Chapter 30, District agrees to indemnify and hold the Charter School, its Board, agents and employees ("Charter School Indemnitees") harmless from any liability, claims and demands on account of injury, loss or damage to life or property arising from the District's negligent activity under this Contract, including claims brought under the Individuals with Disabilities Education Act, provided, however, the District shall not be required to indemnify the Charter School for any such liability arising out of the negligence or wrongful act or omission of any Charter School Board member, officer, agent or employee. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

10.6.3. Notice. Should a third party assert a claim against a party entitled to indemnification pursuant to this Contract ("Indemnatee"), which claim may give rise to liability for the other party to this Contract ("Indemnitor"), the Indemnatee(s) shall provide prompt notice to Indemnitor of the existence of such claim and the indemnity asserted.

10.6.4. Survival of Indemnification. This indemnification, defense and hold harmless obligation on behalf of the Charter School and the District shall survive the termination of this Contract.

10.6.5. District Disclaimer of Liability. Notwithstanding the foregoing, the parties to this Contract expressly acknowledge that the Charter School is not operating as an agent, or under the direction and control, of the District Board except as required by law or this Contract, and that the District Board assumes no liability for any loss or injury resulting from:

10.6.5.a. The acts or omissions of the Charter School, its governing Board, trustees, agents or employees;

10.6.5.b. The use and occupancy of the building occupied by the Charter School or any matter in connection with the condition of such building; or

10.6.5.c. Any debt or contractual obligation incurred by the Charter School.

10.7. ADA/504 Obligations. The Charter School acknowledges that it is legally responsible to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and ORS Chapter 659 with respect to its students, staff and patrons. The Charter School shall indemnify and hold harmless the

District from claims under these statutes.

- 10.8. Transportation.** The District is not responsible for providing transportation by bus or otherwise of any students to the Charter School. However, the District will allow Charter School students to ride on District buses to and from the Charter School on existing District routes to the extent seats are available for Charter School students. The District will give the Charter School notice if a bus on a particular route has consistently become too full to transport Charter School students so that parents have time to make other arrangements.

11. Miscellaneous Provisions.

- 11.1. Entire Agreement.** This Contract contains all terms, conditions and provisions hereof and the entire understanding and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded and canceled by this Contract.
- 11.2. Governing Law.** This Contract shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflict of law provisions.
- 11.3. Assignment.** Except for contracts with the local educational organizations that were identified by the Charter School in its Application, and additional subcontracts approved by the District, in writing, the Charter School shall not, under any circumstances, assign, delegate or contract with any entity to provide the educational program described in this Contract and the attached Exhibit A, it being expressly understood that the charter granted by this Contract to operate the educational program runs solely and exclusively to the Charter School.
- 11.4. District Liaison.** The District shall designate for purposes of this Contract the District Superintendent, or their designee, as the official District Liaison between the District and the Charter School.
- 11.5. Amendment.** This Contract may be modified or amended only by written agreement between the Charter School and the District.
- 11.6. Notice.** Any notice required, or permitted, under this Contract, shall be in writing and shall be effective (a) upon personal delivery (subject to verification of service or acknowledgment of receipt), or (b) three (3) days after mailing when sent by certified mail, postage prepaid, to the person and address designated on the signature page of this Contract for receipt of notices, or (c) at the time sent when sent by email to an address used regularly in communications regarding Charter School Operations. Should these addresses change, the parties agree to notify the other party within ten (10) days of the address change.
- 11.7. No Waiver.** The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or to be taken to constitute a waiver of any succeeding or other breach.
- 11.8. Severability.** If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of this Contract shall remain in effect, unless

otherwise terminated by one or both of the parties in accordance with the terms of this Contract.

- 11.9. **Delegation.** The parties agree and acknowledge that with regard to this Contract between the District and the Charter School, the functions and powers of the District Board may be exercised by the District Liaison, provided that any ultimate decision regarding renewal, non-renewal or termination of this Contract be made only by the District Board.
- 11.10. **Prior Actions.** It is expressly agreed and understood that as a condition precedent to this Contract becoming effective on the effective date specified above in Section 3.1, the Charter School shall have taken, completed and satisfied on or before the date specified herein any action or obligation which is required to be completed before such effective date, and failure to do so unless an extension has been agreed upon by the parties shall constitute grounds for the District to declare this Contract null and void.
- 11.11. **Attorney Fees.** If any suit, action or arbitration is commenced or instituted to interpret or enforce the terms of this Contract, to exercise any remedy on account of a default, or otherwise relating to the provisions of this Contract, the prevailing party or non-defaulting party shall be entitled to recover from the losing or defaulting party its reasonable attorney fees and costs, in addition to all other sums provided by law, at trials or arbitration and any appeals. Such sums shall be determined by the court or arbitrator.
- 11.12. **Definitions.** For purposes of this Contract, "business day" means a day in which the District administrative offices are open. "Business day" does not include (a) Saturdays, (b) Sundays, (c) official state holidays listed in ORS 336.010, (d) federal holidays, (e) any day(s) in which the administrative office is closed due to inclement weather, or (f) any day that the District administrative office is closed due to action taken by, or ordered to be closed by, the District Board of Directors or their designee, any instrumentality of the City of Eugene, any instrumentality of Lane County, the State of Oregon or federal government.
- 11.13. **Authority to Enter Into Contract.** The Charter School expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Contract on behalf of the Charter School and that the Board of Directors of the Charter School has duly approved this Contract. The Charter School shall provide a copy of its written resolution authorizing the Charter School to enter into this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

LANE COUNTY SCHOOL DISTRICT NO. 4J

By: _____
Chair, Eugene School Board

Address for Notice Purposes:

Attention: Superintendent

Lane County School District No. 4J
200 North Monroe Street
Eugene, OR 97402

Ridgeline Montessori Charter School

By: _____

Title: _____

4500 W. Amazon
Eugene, OR 97405

Exhibit A

Description of Educational Program

Ridgeline Montessori Public Charter School has offered a public Montessori option for Eugene area students since 2000. Since its inception, Ridgeline has focused on providing a public Montessori education that encourages students to balance their freedom to explore and think for themselves with their responsibility to work and learn in a community. Ridgeline’s long-term vision is that its students will emerge empowered, creative learners who use their skills and knowledge to build community and thoughtfully shape their world.

Montessori’s Whole-Child, Developmental Philosophy

Ridgeline’s educational model follows Montessori philosophy, which asserts that intellectual, social, emotional, spiritual and physical development are inextricably interwoven, and that well-being depends on the whole. A Montessori education must, therefore, center on enriching the whole child. A Ridgeline education is learner-centered and assumes that every child’s innate curiosity will lead to productive learning when given the proper environment, resources, and guidance. Montessori educators are motivated by the development of human beings rather than by transmission of content.

Accordingly, Ridgeline’s teachers focus on appropriately supporting student learning through well-defined developmental stages. Ridgeline students range in age from kindergarten through eighth grade. In kindergarten, which is Ridgeline’s only standalone grade level, our youngest students are continuing the work of early childhood: developing their physical independence from adults, learning to live and work in community with their peers, and practicing daily life skills. Kindergartners use their senses to explore the world around them and seek to order their knowledge by classifying what they learn from their observations. Learning materials at this stage are concrete and hands-on, and the learning environment is child-sized in order to support students’ agency.

At Montessori’s elementary stage of development, which covers ages 6 to 12, Ridgeline educators support students’ need for movement, group work, and increasing independence and responsibility. Ridgeline elementary students are in one three-year lower elementary classroom from 1st through 3rd grades (“lower el”), and a second three-year upper elementary classroom from 4th through 6th grades (“upper el”). During their elementary years, students often collaborate on work directed toward an end product (e.g. long-term, multi-part projects). Ridgeline educators recognize that, throughout this stage, children are motivated by reason, imagination, and curiosity, and that they care deeply about justice and fairness.

Middle school marks the beginning of adolescence: the transition from childhood to adulthood. Ridgeline’s middle school has mixed 7th and 8th grade classrooms. This stage of development is marked by feelings of self-concern and self-assessment, and it is a sensitive period for critical thinking and beginning to explore deep moral and social values. Adolescents seek increased emotional independence, and they work on constructing their social selves; Ridgeline provides a safe structure for them to do so.

Essential Elements of the Public Montessori Classroom

Several characteristics of Montessori classrooms have been found to be essential to faithful implementation of the philosophy in public schools.¹ Ridgeline’s classrooms strive to enact these

¹ National Center for Montessori in the Public Sector. (2021). *About Montessori*. <https://www.public-montessori.org/montessori/>

essential elements. Foremost among these is **student choice**; student interest and curiosity are viewed as essential to learning. Students create individual work plans with support from their teachers and are responsible for demonstrating completion of the agreed-upon work. As they grow, students are increasingly encouraged to reflect on their learning both through regular one-on-one conferences with their teacher and in writing. **Mixed-age classrooms** normalize childrens' natural, uneven development across subject areas, and allow students to advance seamlessly as they are ready for more challenging materials. Self-confidence and responsibility are fostered as students grow into role models and mentors in their classroom communities. Students learn cooperatively and share in the care of their classroom across ages, which nurtures teamwork and relationships while minimizing competition. Furthermore, because students are enrolled in the same class for three years, long-term meaningful relationships are built between teacher and student.

Ridgeline's **uninterrupted work periods** and **specialized materials** are also hallmarks of Montessori education. Whole-class instruction time is minimal, and time is protected for long, daily work periods that build attention, focus, and concentration. This allows for self-paced and self-directed learning, and fosters deep and thorough exploration of subject matter. The Montessori materials used at Ridgeline are time-tested, hands-on, scientifically researched, self-correcting materials that support engagement and self-guided learning. In young children, learning is most effective when it takes place through direct sensory experiences and interaction with objects in their natural context. Montessori materials are one way that tactile and kinesthetic components are added to early elementary classrooms. These materials are among the keys to the **Prepared Environment**. Montessori classrooms are carefully and continuously curated, orderly places designed to engage students in the work of learning. The Prepared Environment features appropriately sized furniture, spatial flexibility to allow for floor work and collaboration, and shelves of books and materials from which students can choose as appropriate. The materials are arranged systematically and sequentially and are rotated or expanded regularly to meet the needs and interest of the class. They are intentionally placed to act as a catalyst to the natural development of the students, after careful, objective observations from the adults in the classroom.

Finally, **each Ridgeline classroom is facilitated by two adults**: a Montessori-trained lead teacher and an assistant. The lead teacher presents information as part of a large-scale narrative that reveals the origins of the earth, life, human communities, and modern history while contextualizing these big ideas within a notion of the wholeness of life; they give individual or small group lessons, tailored to the interests and readiness of individual students; and they prepare the environment to support and guide appropriate independent follow-up work. The assistant supports students in choosing and completing independent work based on the lessons they have received and manages the classroom while the teacher presents lessons. Both adults observe often, and they actively model appropriate, respectful behavior and positive conflict resolution for their students.

Montessori Curriculum

Ridgeline's curriculum follows the Montessori Scope and Sequence. Several fundamental Montessori practices are built into the Scope and Sequence. Across subjects and ages, concepts are introduced in a pattern from **concrete to abstract**, because cognitive development follows this predictable progression. **Learning is individualized** by teachers trained to recognize and appropriately engage at the specific developmental moments when a child is most ready to develop and acquire certain skills. Information about their world is presented to students as fundamentally **interconnected and interdisciplinary**, moving progressively from the **whole to part**, helping students place their learning into context and understand how things are related. Learning is facilitated by **open-ended research** through which students take on responsibility and accountability as they design and carry out their research, draw

conclusions, develop knowledge, make observations and record them.

The Montessori Scope and Sequence has been aligned with state standards, and Ridgeline routinely monitors its educational program for ongoing alignment. Ridgeline's English Language Arts curriculum focuses on the following areas: reading and writing skills development; grammar and sentence analysis; spelling (with attention to cultural studies and usage); research skills; creative, expository, and technical writing; interpretive reading of fictional and nonfictional literature; research with primary sources; oral expression for both sharing research and dramatic productions. Ridgeline math curriculum emphasizes that formulae and rules are a point of arrival and discovery. Students engage progressively with the following concepts: sets, patterns, numeration, operations with regrouping, calculations, problem solving and applications, fact memorization, geometry, fractions, decimals, and pre-algebra and algebra concepts.

In other areas, Ridgeline's curriculum encourages students to position themselves within the broader world, as well as be attentive to their inner lives and interpersonal relationships. Ridgeline's Cultural Studies curriculum is structured around **The Great Stories**, which introduce a broad landscape of knowledge and provide a jumping off point for in-depth and subject-specific study. These stories (e.g. The Creation of the Universe, The Story of Humans, The Story of Numbers) facilitate contextualized study of geography, anthropology, history, biology, zoology, botany, chemistry, astronomy, ecology, geology, and other science and social science disciplines. Social and emotional learning are also central to the Montessori curriculum and are a focal point of every Ridgeline classroom. As a normal part of their school day, students learn Practical Life skills, including self-care and care for one's environment. Montessori's Grace and Courtesy lessons emphasize attention to how we interact with others and the classroom. Peace Education nurtures citizenship and responsibility to the community. Additional learning opportunities (e.g. art, P.E., music) are offered in separate afternoon classes or incorporated by lead teachers into their classroom instruction.

Montessori Outcomes

Documented educational outcomes for Montessori students² include general academic achievement, executive function, and social development. Students gain solid literacy and math skills, while developing a deep understanding of the interconnectedness of the human and natural worlds. In language, Montessori students show strength in reading and creative writing; in math, in applied problem solving and understanding of mathematical concepts. Montessori students generally also show strength in self-regulation and intrinsic motivation, which have been linked to academic success. The Montessori environment supports development of working memory, planning, and inhibitory control for the individual, while also supporting a strong sense of community and social justice. Montessori students tend to perceive their classmates positively and engage in positive social problem-solving strategies. Ultimately, Ridgeline seeks to educate students for life. By fostering children's natural curiosity, imagination and love of learning throughout their educational journey, Ridgeline helps develop individuals who feel useful, capable, and valuable throughout their lives.

Montessori Past to Future

Montessori education has been in practice in schools all over the world for over a century, and yet it aligns well with today's emphasis on deeply engaging, individualized, and self-paced learning. Many of the substantive conclusions that Maria Montessori drew based on her observations in the 1900s have

² National Center for Montessori in the Public Sector. 2020. *What the Research Shows*. <https://www.public-montessori.org/research-and-resources/#resources>

been borne out by neurobiology and educational research since her time. Montessori supports students in their growth as 21st century learners.

Public Montessori programs are committed to ensuring that the Montessori opportunity is available to all students, and Ridgeline recognizes its ongoing responsibility to create and sustain a school where everyone actively works toward the goals of equity and inclusion for all. As of 2020, there are more than 500 public Montessori programs in the US, Montessori credentials are a recognized pathway to state teacher licensure in ten states, and Montessori-specific tools that objectively measure efficacy and meaningful outcomes are being increasingly used to support continuous pedagogical improvement. Ridgeline Montessori Public Charter School is part of a longstanding Montessori movement that aims to broaden the goals and improve the outcomes of education for all children.



ITEM FOR INFORMATION

Date of Meeting

December 15, 2021

Title

Student Voice and Student Board Representation

Presented by: Alicia Hays, Maya Rabasa and Laural O'Rourke

Description

The district has adopted an equity stance as a means to target areas for action, intervention and investment. In particular, we believe:

- Everyone has the ability and right to learn. We have an ethical, professional and legal responsibility to ensure an education system that provides active participation and optimal learning to prepare students for their desired individual futures and to create a thriving community.

Discussion

Student Board Representatives: Student Board Reps from each high school have already been selected for this year. They will start attending Board meetings after an orientation in January. Board members Alicia Hays, Laural O'Rourke and Maya Rabasa will lead the orientation with students and board.

At each Board meeting student board representatives will share their report on things that are going on in their schools and that are important to them and other students. We will also encourage them to raise issues of importance to students at their school. Students will have a Board member assigned as a mentor and contact to help answer questions and guide them. The Board will also ask them to give input on specific issues or ideas as they come up on board agendas and work sessions. These topics will be provided in advance so the students can give some thought and seek input from other students.

Next Steps Regarding Student Voice and Affinity Group Representation: The Board Work Group made up of Alicia Hays, Laural O'Rourke and Maya Rabasa will bring back a proposal to the whole board later in January or February on how to include and expand student voice and include affinity group representation at board meetings. The Board Work Group will present a proposal for board consideration at a future board meeting.

DRAFT 4J EQUITY LENS: SHORT VERSION



An equity lens helps us identify potential impacts on under-served and marginalized individuals and groups, and to identify and potentially eliminate barriers.

WHEN APPLYING AN EQUITY LENS ASK YOURSELF (OR YOUR GROUP):

PURPOSE

What are we trying to do? What is our goal?

INCLUSION

Who will be impacted and are they being included in the process?

OUTCOMES

How might this decision **increase, decrease, or ignore** equity?

Consider:

Race, gender identity, sexual orientation, LGBTQIA+, religion, age, country of origin, geography, disability, class/socio-economic status, the balance of power, etc.

Once you've determined what action you will take, ask yourself (or your work group):

COMMUNICATION

How will we ensure communication to those affected takes place in an inclusive and culturally sensitive manner?

EVALUATION

How will we know if we have accomplished our goal?

DRAFT 4J EQUITY LENS: EXPANDED VERSION

PURPOSE & ASSUMPTIONS

What are we trying to do?

What is the issue, policy, or process being examined?

What assumptions are we bringing into the issue?

INCLUSION/REPRESENTATION

Who is included in this process?

Who is not included in this process? And why?

How are we intentionally engaging multiple perspectives?

How have barriers to participation been addressed?

IMPACT/OUTCOMES

What are the outcomes we are hoping to create?

What are potential unintended outcomes? How will we address these?

Who is being affected by this decision (Policy, Issue, and Process)?

How might this decision increase, decrease, or ignore equity?

Consider: race, gender identity, sexual orientation, LGBTQIA+, religion, age, country of origin, geography, disability, class/socio-economic status, language, the balance of power, etc.

PROCESS/COMMUNICATION

How and when will the process be communicated?

How will you ensure communication takes place in an inclusive, culturally sensitive and responsible manner?

EVALUATION/FEEDBACK

Are we accomplishing our initial goal?

What barriers prevented more equitable outcomes? How will you address these?

How will we incorporate this learning next time?

How will feedback from staff and stakeholders be collected?

Who will we share evaluations with?

What did we learn from this?

How will you use evaluation and learning to raise racial awareness?



ITEM FOR ACTION (Second Read)

Date of Meeting

December 15, 2021

Title

Approve Revisions to Board Policies

GBNAB/JHFE	Suspected Abuse of a Child Reporting Requirements
JHFE/GBNAB	Suspected Abuse of a Child Reporting Requirements
GBNAA/JHFF	Suspected Sexual Conduct with Students and Reporting Requirements
JHFF/GBNAA	Suspected Sexual Conduct with Students and Reporting Requirements
IGBHA	Alternative Education Programs
IGDJ	Interscholastic Activities

Prepared by:

Christine Nesbit, General Counsel

Background

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

**1. GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements
JHFE/GBNAB – Suspected Abuse of a Child Reporting Requirements**

Board policy JHFE addresses child abuse reporting. The proposed changes would:

- Clarify that employees’ child abuse reporting obligation applies (among other circumstances) when the employee has reason to believe that “any person” with whom employee is in contact has abused a child.
- Incorporate flexibility permitted by 2021 legislation to allow the district to appoint a non-TSPC licensed staff member to serve as the central point of contact for internal reports when a district employee, contractor, agent or volunteer is suspected of child abuse.
- Re-letter the policy consistent with the Oregon School Board Association lettering system. The result will be that the policy is duplicated in two chapters of the

board's policy manual. Policies GBNAB/JHFE and JHFE/GBNAB are identically worded, other than the letter coding.

2. GBNAA/JHFF – Suspected Sexual Conduct with Students and Reporting Requirements

JHFF/GBNAA – Suspected Sexual Conduct with Students and Reporting Requirements

The changes recommended for the district's Suspected Sexual Conduct policies (GBNAA/JHFF and JHFF/GBNAA) are needed to align with 2021 legislative changes as they relate to reporting and the definition of sexual conduct. The changes also clarify that students are subject to the policy if they are acting as an employee, contractor, agent or volunteer.

3. IGBHA – Alternative Education Programs

The proposed changes are to define "alternative education program" and to better align the policy with state administrative regulations.

4. IGDJ – Interscholastic Activities

SB 2817, passed in 2021, allows students enrolled in a district or ESD-provided General Education Development program who reside in the district to participate in available interscholastic activities. The proposed change to policy IGDJ will update it in accordance with new law.

Options and Alternatives

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

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

Equity implications:

The proposed policy changes under consideration are moderate and for the most part intended to reflect changes in state law. In many cases, the changes are required, and promptly reflecting them in district policy transparently makes them available to students and staff. Per board policy, the proposed changes are posted publicly and community members will have the opportunity to comment on proposed changes before they are acted on by the board.

The proposed changes in the child abuse and sexual conduct policies are aimed to support all students in the district, particularly those who report or have been subjected to sexual conduct or abuse. Children in more vulnerable populations who are statistically more likely to be targeted for sexual abuse.

The proposed changes in the interscholastic activities policy reflect changes in state law that increase access to high school interscholastic activities for students enrolled in GED programs.

Budget/Resource Implications:

None.

Recommendation

The superintendent recommends that the board approve revisions to board policies referenced above.

Eugene School District 4J

Code: **GBNAB/JHFE**
Adopted: 5/07/14
Revised/Readopted: 11/28/18; 2/05/20; **12/XX/21**
Orig. Code: JHFE

Reporting of Suspected Abuse of a Child Reporting Requirements**

By Oregon law (ORS 419B.005 – 419B.045) all district staff are designated “mandatory reporters” and are required by law to report suspected child abuse. Any district employee who has reasonable cause to believe that any child with whom the employee has come in contact has suffered abuse¹ shall orally report or cause an oral report immediately by telephone or otherwise to the local office of the Oregon Department of Human Services (DHS) or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to Oregon Revised Statute (ORS) 419B.010. Any district employee who has reasonable cause to believe that any person² ~~adult or student~~ with whom the employee is in contact has abused a child shall immediately report or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010. If known, the report shall contain the names and addresses of the child and the parents of the child or other persons responsible for the child’s care, the child’s age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by district employees, contractors³, agents⁴, volunteers⁵; or students is prohibited and will not be tolerated. All district employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulation.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to ~~the Oregon Department of Human Services (DHS)~~ or its designee or the local law enforcement agency pursuant to ORS 419B.015, and to the designated licensed administrator for the building.

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005.

² “Person” includes any adult, student or other child.

³ “Contractor” means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

⁴ “Agent” means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

⁵ “Volunteer” means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

The district will designate a licensed administrator⁶ and an alternate licensed administrator, in the event that the designated licensed administrator is the suspected abuser, for each school building to receive reports of suspected abuse of a child by district employees, contractors, agents, volunteers or students.

If the superintendent is the alleged perpetrator the report shall be submitted to the Human Resources Director who shall also report to the Board chair.

The district will post, in each school building: (1) the name and contact information of the licensed administrator and alternate designated to receive reports of suspected abuse, (2) the procedures in GBNAB/JHFE-AR(1) - Reporting of Suspected Abuse of a Child Reporting Requirements the designee will follow upon receipt of a report, (3) the contact information for local law enforcement and the local DHS office or its designee, and (4) a statement that this is a duty to report suspected abuse to DHS or law enforcement in addition to the requirement to make a report to the designated licensed administrator.

When a designee receives a report of suspected abuse, the designee will follow procedure established by the district and set forth in administrative regulation GBNAB/JHFE-AR(1) - Reporting of Suspected Abuse of a Child Reporting Requirements. All such reports of suspected abuse will be reported to a law enforcement agency or DHS, or its designee, for investigation, and the agency will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged abuser.

When there is reasonable cause to support a report, a district employee suspected of abuse shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety. When there is reasonable cause to support a report, a district contractor, agent or volunteer suspected of abuse shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

The district will notify the person, as allowed by state and federal law, who was subjected to the suspected abuse about any actions taken by the district as a result of the report.

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

The initiation of a report in good faith, pursuant to this policy, may not adversely affect any terms or conditions of employment or the work environment of the person initiating the report or who may have been subjected to abuse. If a student initiates a report in good faith of suspected abuse of a child by a district employee, contractor, agent, volunteer or other student, in good faith, the student will not be disciplined for making the report by the district or any district employee, contractor, agent or volunteer. Intentionally making a false report of abuse of a child is a Class A violation.

The district shall provide information and training each school year to district employees on the prevention and identification of abuse and sexual conduct, the obligations of district employees under ORS 339.388 and ORS 419B.005--419B.050 and as directed by Board policies to report suspected abuse of a child and sexual conduct, and appropriate electronic communications with students as described in ORS 339.372(11). The district shall make available each school year the training described above to contractors,

⁶ "Licensed administrator" for purposes of this policy may include either a district employee who holds an administrative license from the Teacher Standards Practices Commission (TSPC), or a non-TSPC licensed administrator or manager designated by the superintendent to serve in this capacity. ORS 339.372.

agents, volunteers, and parents and legal guardians of students attending district-operated schools. The training, ~~and~~ will be made available separately from the training provided to district employees.

Each school year, ~~The~~ district shall provide to contractors, agents and volunteers ~~each school year~~ information on the prevention and identification of child abuse and sexual conduct, the obligations of district employees under ~~B~~board policies to report abuse and sexual conduct, and appropriate electronic communications with students ~~to contractors, agents and volunteers~~.

Each school year, ~~The~~ district shall also make available ~~each school year training that is designed to prevent abuse~~ to students attending district-operated schools: ~~training that is designed to prevent abuse and sexual conduct~~.

The district shall provide to a district employee at the time of hire, or to a contractor, agent, or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute abuse;
2. A description of the investigatory process and possible consequences if a report of suspected abuse is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors, and agents when another district employee, contractor or agent attempts to obtain a new job, as provided under ORS 339.378. A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable or probable cause to believe ~~that~~ the district employee, contractor or agent engaged in abuse, unless criteria found in ORS 339.378(2)(c) are applicable.

Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The district shall make available to students, ~~district~~ employees, contractors, agents, and volunteers a policy of appropriate electronic communications with students. All district employees are subject to ~~b~~Board policy GCAB - Personal Electronic Devices and Social Media - Staff regarding appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate, for a legitimate school-related purpose, and only as directed by district administration. The district prohibits contractors, agents and volunteers from making electronic communications with students without the knowledge of parents/guardians.

The superintendent shall develop administrative regulations as are necessary to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

[ORS 339.370 - 339.400](#)
[ORS 418.257 - 418.259](#)

[ORS 419B.005 - 419B.050](#)

[OAR 581-022-2205](#)
[Senate Bill 155 \(2019\)](#)

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9th Cir. 2011).
Senate Bill 51 (2021).

Corrected 11/18/21

Eugene School District 4J

Code: **JHFE/GBNAB**
Adopted: 5/07/14
Revised/Readopted: 11/28/18; 2/05/20; **12/XX/21**
Orig. Code: JHFE

Reporting of Suspected Abuse of a Child Reporting Requirements**

By Oregon law (ORS 419B.005 – 419B.045) all district staff are designated “mandatory reporters” and are required by law to report suspected child abuse. Any district employee who has reasonable cause to believe that any child with whom the employee has come in contact has suffered abuse¹ shall orally report or cause an oral report immediately by telephone or otherwise to the local office of the Oregon Department of Human Services (DHS) or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to Oregon Revised Statute (ORS) 419B.010. Any district employee who has reasonable cause to believe that any person² ~~adult or student~~ with whom the employee is in contact has abused a child shall immediately report or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010. If known, the report shall contain the names and addresses of the child and the parents of the child or other persons responsible for the child’s care, the child’s age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by district employees, contractors³, agents⁴, volunteers⁵; or students is prohibited and will not be tolerated. All district employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulation.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to ~~the Oregon Department of Human Services (DHS)~~ or its designee or the local law enforcement agency pursuant to ORS 419B.015, and to the designated licensed administrator for the building.

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005.

² “Person” includes any adult, student or other child.

³ “Contractor” means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

⁴ “Agent” means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

⁵ “Volunteer” means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

The district will designate a licensed administrator⁶ and an alternate licensed administrator, in the event that the designated licensed administrator is the suspected abuser, for each school building to receive reports of suspected abuse of a child by district employees, contractors, agents, volunteers or students.

If the superintendent is the alleged perpetrator the report shall be submitted to the Human Resources Director who shall also report to the Board chair.

The district will post, in each school building: (1) the name and contact information of the licensed administrator and alternate designated to receive reports of suspected abuse, (2) the procedures in JHFE/GBNAB-AR(1) - Reporting of Suspected Abuse of a Child Reporting Requirements the designee will follow upon receipt of a report, (3) the contact information for local law enforcement and the local DHS office or its designee, and (4) a statement that this is a duty to report suspected abuse to DHS or law enforcement in addition to the requirement to make a report to the designated licensed administrator.

When a designee receives a report of suspected abuse, the designee will follow procedure established by the district and set forth in administrative regulation JHFE/GBNAB-AR(1) - Reporting of Suspected Abuse of a Child Reporting Requirements. All such reports of suspected abuse will be reported to a law enforcement agency or DHS, or its designee, for investigation, and the agency will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged abuser.

When there is reasonable cause to support the report, a district employee suspected of abuse shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety. When there is reasonable cause to support the report, a district contractor, agent or volunteer suspected of abuse shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

The district will notify the person, as allowed by state and federal law, who was subjected to the suspected abuse about any actions taken by the district as a result of the report.

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

The initiation of a report in good faith, pursuant to this policy, may not adversely affect any terms or conditions of employment or the work environment of the person initiating the report or who may have been subjected to abuse. If a student initiates a report in good faith of suspected abuse of a child by a district employee, contractor, agent, volunteer or other student, in good faith, the student will not be disciplined for making the report by the district or any district employee, contractor, agent or volunteer. Intentionally making a false report of abuse of a child is a Class A violation.

The district shall provide information and training each school year to district employees on the prevention and identification of abuse and sexual conduct, the obligations of district employees under ORS 339.388 and ORS 419B.005--419B.050 and as directed by Board policies to report suspected abuse of a child and sexual conduct, and appropriate electronic communications with students as described in ORS 339.372(11). The district shall make available each school year the training described above to contractors,

⁶ "Licensed administrator" for purposes of this policy may include either a district employee who holds an administrative license from the Teacher Standards Practices Commission (TSPC), or a non-TSPC licensed administrator or manager designated by the superintendent to serve in this capacity. ORS 339.372.

agents, volunteers, and parents and legal guardians of students attending district-operated schools. The training, ~~and~~ will be made available separately from the training provided to district employees.

Each school year, ~~The~~ district shall provide to contractors, agents and volunteers ~~each school year~~ information on the prevention and identification of ~~child~~ abuse and sexual conduct, the obligations of district employees under ~~B~~board policies to report abuse and sexual conduct, and appropriate electronic communications with students ~~to contractors, agents and volunteers~~.

Each school year, ~~The~~ district shall ~~also~~ make available ~~each school year training that is designed to prevent abuse~~ to students attending district-operated schools: ~~training that is designed to prevent abuse and sexual conduct~~.

The district shall provide to a district employee at the time of hire, or to a contractor, agent, or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute abuse;
2. A description of the investigatory process and possible consequences if a report of suspected abuse is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors, and agents when another district employee, contractor or agent attempts to obtain a new job, as provided under ORS 339.378. A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable or probable cause to believe ~~that~~ the district employee, contractor or agent engaged in abuse, unless criteria found in ORS 339.378(2)(c) are applicable.

Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The district shall make available to students, ~~district~~ employees, contractors, agents, and volunteers a policy of appropriate electronic communications with students. All district employees are subject to ~~b~~Board policy GCAB - Personal Electronic Devices and Social Media - Staff regarding appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate, for a legitimate school-related purpose, and only as directed by district administration. The district prohibits contractors, agents and volunteers from making electronic communications with students without the knowledge of parents/guardians.

The superintendent shall develop administrative regulations as are necessary to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

[ORS 339.370 - 339.400](#)
[ORS 418.257 - 418.259](#)

[ORS 419B.005 - 419B.050](#)

[OAR 581-022-2205](#)
[Senate Bill 155 \(2019\)](#)

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9th Cir. 2011).
Senate Bill 51 (2021).

Corrected 11/18/21

Eugene School District 4J

Code: GBNAA/JHFF
Adopted: 9/01/10
Revised/Readopted: 11/28/18; 1/15/20; 12/XX/21
Orig. Code(s): JHFF

~~Reporting Requirements for Suspected Sexual Conduct with Students~~ and Reporting Requirements *

Sexual conduct by district employees, contractors¹, agents², and volunteers³ is prohibited and will not be tolerated. All district employees, contractors, agents, and volunteers are subject to this policy. Students are also subject to this policy if they are acting as an employee, contractor, agent or volunteer.

“Sexual conduct,” means verbal or physical conduct or verbal, written or electronic communications by a school employee, a contractor, an agent or a volunteer that involve a student and that are sexual advances or requests for sexual favors directed toward the student, or of a sexual nature that are directed toward the student or that have the effect of unreasonably interfering with a student’s educational performance, or of creating an intimidating or hostile or offensive educational environment. “Sexual conduct” does not include touching or other physical contact that is necessitated by the nature of the school employee’s job duties or by the services required to be provided by the contractor, agent or volunteer, and for which there is no sexual intent; verbal, written or electronic communications that are provided as part of an education program that meets state educational standards or a policy approved by the board; or conduct or communications described in the definition of sexual conduct herein if the school employee, contractor, agent or volunteer is also a student and the conduct or communications arise out of a consensual relationship between students, do not create an intimidating or hostile educational environment and are not prohibited by law, any policies of the district or any applicable employment agreements.⁴

“Student” means any person who is in any grade from prekindergarten through grade 12 or 21 years of age or younger and receiving educational or related services from the district that is not a post-secondary institution of education, or who was previously known as a student by the person engaging in sexual conduct and who left school or graduated from high school within 90 days prior to the sexual conduct.

¹ “Contractor” means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

² “Agent” means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

³ “Volunteer” means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

⁴ The definition of “sexual conduct” in this policy affects all conduct that occurs before, on or after June 23, 2021, for purposes of reports that are made, investigations that are initiated, or a collective bargaining agreement, an employment contract, an agreement for resignation or termination, a severance agreement or any similar contract or agreement entered into, on or after June 23, 2021.

The district will post in each school building the names and contact information of the employees designated for the respective school buildings to receive reports of suspected sexual conduct and the procedures the designee will follow upon receipt of the report.

Any district employee or volunteer who has reasonable cause to believe that a student has been subjected to sexual conduct by another district employee, contractor, agent or volunteer, or that another district employee, contractor, agent or volunteer has engaged in sexual conduct with a student shall immediately report such suspected sexual conduct to the student's building principal, and to the designated licensed administrator or the alternate designated licensed administrator, in the event the designated administrator is the suspected perpetrator, for their school building. The designated licensed administrator for all 4J schools is the Human Resources Director, and the alternate designated licensed administrator is the Title IX Coordinator. If the conduct also constitutes child abuse, the employee must make mandatory reports in accordance with board policy GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements.

If the superintendent is the alleged perpetrator the report shall be submitted to the Human Resources Director who shall report the suspected sexual conduct to the ~~b~~Board chair.

If an employee fails to report suspected sexual conduct, the employee may be disciplined up to and including dismissal.

When ~~a~~the designated licensed administrator receives a report of suspected sexual conduct by a district employee, contractor, agent or volunteer, the administrator will follow procedures established by the district and set forth in the district's administrative regulation ~~JHFF/GBNAA/JHFF~~-AR - Suspected Sexual Conduct Report Procedures and Form. All such reports will be reported to the Oregon Department of Education (ODE) or Teacher Standards and Practices Commission (TSPC) in accordance with the administrative regulation ~~as appropriate, for investigation~~. The agency receiving a report will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged perpetrator.

When there is reasonable cause to support the report, a district employee suspected of sexual conduct shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety.

When there is reasonable cause to support the report, a district contractor, agent or volunteer suspected of sexual conduct shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

~~The district will post in each school building the names and contact information of the employees designated for the school building to receive reports of suspected sexual conduct and the procedures the designee will follow upon receipt of the report.~~

The district will notify, as allowed by state and federal law, the person who was subjected to the suspected sexual conduct about any actions taken by the district as a result of the report.

A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable cause to believe the district employee, contractor or agent engaged in sexual conduct. Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The initiation of a report in good faith about suspected sexual conduct may not adversely affect any terms or conditions of employment or the work environment of the person who initiated the report or who may have been subject to sexual conduct. If a student initiates a report of suspected sexual conduct by a district employee, contractor, agent or volunteer in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer for making the report.

The district will provide to employees at the time of hire, or to a contractor, agent or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute sexual conduct;
2. A description of the investigatory process and possible consequences if a report of suspected sexual conduct is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors and agents when they attempt to obtain a new job, pursuant to ORS 339.378(2).

All district employees are subject to **b**Board policy GCAB - Personal Electronic Devices and Social Media - Staff regarding appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate, for a legitimate school-related purpose, and only as directed by district administration. The district prohibits contractors, agents and volunteers from making electronic communications with students without the knowledge of parents/guardians.

Policy **GBN/JBA** strictly prohibits sexual harassment in all of its programs and activities, including harassment of students by staff, volunteers, contractors and other students. As applicable, board **P**policy **GBN/JBA – Sexual Harassment** will be followed in addition to the terms of this policy. Any suspected child abuse, including sexual abuse and sexual exploitation, shall be immediately reported to DHS or law enforcement and the district’s designated licensed administrator as provided in policy **GBNAB/JHFE – Reporting Suspected Abuse of a Child**.

The superintendent shall develop administrative regulations to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 339.370 - 339.400](#)

[ORS 419B.005 - 419B.045](#)

Every Student Succeeds Act, 20 U.S.C. § 7926 (2018).

House Bill 2136 (2021).

Senate Bill 51 (2021).

Corrected 11/18/21

Eugene School District 4J

Code: JHFF/GBNAA
Adopted: 9/01/10
Revised/Readopted: 11/28/18; 1/15/20; 12/XX/21
Orig. Code(s): JHFF

Reporting Requirements for Suspected Sexual Conduct with Students and Reporting Requirements *

Sexual conduct by district employees, contractors¹, agents², and volunteers³ is prohibited and will not be tolerated. All district employees, contractors, agents, and volunteers are subject to this policy. Students are also subject to this policy if they are acting as an employee, contractor, agent or volunteer.

“Sexual conduct,” means verbal or physical conduct or verbal, written or electronic communications by a school employee, a contractor, an agent or a volunteer that involve a student and that are sexual advances or requests for sexual favors directed toward the student, or of a sexual nature that are directed toward the student or that have the effect of unreasonably interfering with a student’s educational performance, or of creating an intimidating or hostile or offensive educational environment. “Sexual conduct” does not include touching or other physical contact that is necessitated by the nature of the school employee’s job duties or by the services required to be provided by the contractor, agent or volunteer, and for which there is no sexual intent; verbal, written or electronic communications that are provided as part of an education program that meets state educational standards or a policy approved by the board; or conduct or communications described in the definition of sexual conduct herein if the school employee, contractor, agent or volunteer is also a student and the conduct or communications arise out of a consensual relationship between students, do not create an intimidating or hostile educational environment and are not prohibited by law, any policies of the district or any applicable employment agreements.⁴

“Student” means any person who is in any grade from prekindergarten through grade 12 or 21 years of age or younger and receiving educational or related services from the district that is not a post-secondary institution of education, or who was previously known as a student by the person engaging in sexual conduct and who left school or graduated from high school within 90 days prior to the sexual conduct.

The district will post in each school building the names and contact information of the employees designated for the respective school buildings to receive reports of suspected sexual conduct and the procedures the designee will follow upon receipt of the report.

¹ “Contractor” means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

² “Agent” means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

³ “Volunteer” means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

⁴ The definition of “sexual conduct” in this policy affects all conduct that occurs before, on or after June 23, 2021, for purposes of reports that are made, investigations that are initiated, or a collective bargaining agreement, an employment contract, an agreement for resignation or termination, a severance agreement or any similar contract or agreement entered into, on or after June 23, 2021.

Any district employee or volunteer who has reasonable cause to believe that a student has been subjected to sexual conduct by another district employee, contractor, agent or volunteer, or that another district employee, contractor, agent or volunteer has engaged in sexual conduct with a student shall immediately report such suspected sexual conduct to the student's building principal, and to the designated licensed administrator or the alternate designated licensed administrator, in the event the designated administrator is the suspected perpetrator, for their school building. The designated licensed administrator for all 4J schools is the Human Resources Director, and the alternate designated licensed administrator is the Title IX Coordinator. If the conduct also constitutes child abuse, the employee must make mandatory reports in accordance with board policy JHFE/GBNAB – Suspected Abuse of a Child Reporting Requirements.

If the superintendent is the alleged perpetrator the report shall be submitted to the Human Resources Director who shall report the suspected sexual conduct to the ~~b~~Board chair.

If an employee fails to report suspected sexual conduct, the employee may be disciplined up to and including dismissal.

When ~~a~~the designated licensed administrator receives a report of suspected sexual conduct by a district employee, contractor, agent or volunteer, the administrator will follow procedures established by the district and set forth in the district's administrative regulation JHFF/GBNAA-AR - Suspected Sexual Conduct Report Procedures and Form. All such reports will be reported to the Oregon Department of Education (ODE) or Teacher Standards and Practices Commission (TSPC) in accordance with such administrative regulation ~~as appropriate, for investigation~~. The agency receiving a report will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged perpetrator.

When there is reasonable cause to support the report, a district employee suspected of sexual conduct shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety.

When there is reasonable cause to support the report, a district contractor, agent or volunteer suspected of sexual conduct shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

~~The district will post in each school building the names and contact information of the employees designated for the school building to receive reports of suspected sexual conduct and the procedures the designee will follow upon receipt of the report.~~

The district will notify, as allowed by state and federal law, the person who was subjected to the suspected sexual conduct about any actions taken by the district as a result of the report.

A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable cause to believe the district employee, contractor or agent engaged in sexual conduct. Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The initiation of a report in good faith about suspected sexual conduct may not adversely affect any terms or conditions of employment or the work environment of the person who initiated the report or who may have been subject to sexual conduct. If a student initiates a report of suspected sexual conduct by a district

employee, contractor, agent or volunteer in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer for making the report.

The district will provide to employees at the time of hire, or to a contractor, agent or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute sexual conduct;
2. A description of the investigatory process and possible consequences if a report of suspected sexual conduct is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors and agents when they attempt to obtain a new job, pursuant to ORS 339.378(2).

All district employees are subject to Board policy GCAB - Personal Electronic Devices and Social Media - Staff regarding appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate, for a legitimate school-related purpose, and only as directed by district administration. The district prohibits contractors, agents and volunteers from making electronic communications with students without the knowledge of parents/guardians.

Policy JBA/GBN strictly prohibits sexual harassment in all of its programs and activities, including harassment of students by staff, volunteers, contractors and other students. As applicable, board policy JBA/GBN – Sexual Harassment will be followed in addition to the terms of this policy. Any suspected child abuse, including sexual abuse and sexual exploitation, shall be immediately reported to DHS or law enforcement and the district's designated licensed administrator as provided in policy JHFE/GBNAB – Reporting Suspected Abuse of a Child.

The superintendent shall develop administrative regulations to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 339.370 - 339.400](#)

[ORS 419B.005 - 419B.045](#)

Every Student Succeeds Act, 20 U.S.C. § 7926 (2018).

House Bill 2136 (2021).

Senate Bill 51 (2021).

Corrected 11/18/21

Eugene School District 4J

Code: IGBHA
Adopted: 9/06/06
Revised/Readopted: 9/05/07; 6/18/08; 12/XX/21
Orig. Code: IGBHA

Alternative Education Programs**

The **b**Board is dedicated to providing educational options for all students. It is recognized there will be students in the district whose needs and interests are best served by participation in an alternative educational program.

“Alternative education program” means a school or separate class group designed to best serve students’ educational needs and interests and assist students in achieving the academic standards of the school district and the state.

A list of alternative education programs will be approved by the **b**Board annually. The superintendent may provide for the involvement of staff, parents or guardians and the community in recommending alternative education programs for **b**Board approval, and in the development of related **b**Board policy and an administrative regulation. Annual evaluation of alternative education programs will be made in accordance with Oregon Revised Statute (ORS) 336.655 and Oregon Administrative Rule (OAR) 581-022-2505 ~~1350~~. The superintendent will develop administrative regulations as necessary to evaluate the district’s alternative education programs ~~implement this requirement~~.

Alternative education programs will consist of instruction and guidance that assist the student in achieving district and state academic content standards and serve the student’s educational needs and interests. These programs may be public or private. Private alternative education programs shall be registered with the Oregon Department of Education. Alternative education programs must meet all the requirements set forth in ~~ORS 336.625, 336.631 and 336.637~~ state law and rules, and federal law, as applicable.

If alternative education is being considered by either parents or the district, the district must first determine that it is unable to meet the student’s educational needs within its schools and programs. All alternative education placements must have the approval of the student’s resident district and, as appropriate, the attending district. The district will also consider and propose alternative education programs for students prior to expulsion or leaving school as required by law.

The district shall pay the actual ~~cost of an~~ alternative education program ~~cost~~ or an amount equal to 80 percent of the district’s estimated current year’s average per-student net operating expenditure, whichever is less. ~~The district will enter into a written contract with district approved private alternative programs.~~ When contracting with a private alternative education program, the district’s contract will meet the requirements of law.

Students placed by the district in alternative education programs will be considered to be public school students during the time that they attend an alternative education program’ and will be included in the district’s performance and other data reports.

This policy is not intended to allow for placement of registered homeschooled students in a qualified private alternative education program, ~~with the exception of students who were enrolled in a qualified~~

~~private alternative education program, pursuant to ORS 336.668 through 336.675 (repealed), prior to May 1, 2008.~~

END OF POLICY

Legal Reference(s):

[ORS 329.485](#)
[ORS 332.072](#)
[ORS 336.014](#)
[ORS 336.175](#)
[ORS 336.615 - 336.665](#)
[ORS 339.030](#)

[ORS 339.250](#)

[OAR 581-021-0045](#)
[OAR 581-021-0065](#)
[OAR 581-021-0070](#)
[OAR 581-021-0071](#)

[OAR 581-022-2320](#)
[OAR 581-022-2505](#)
[OAR 581-023-0006](#)
[OAR 581-023-0008](#)

Corrected 11/18/21

Eugene School District 4J

Code: IGDJ
Adopted: 11/07/18; 12/XX/21
Revised/Readopted: 5/15/19

Interscholastic Activities

The ~~b~~Board recognizes the integral role interscholastic activities play in the character development and general enhancement of the education of its students. Accordingly, administrators, coaches, student participants, and others associated with the district's high school activities programs and events¹ shall conduct themselves in a manner that is consistent with the letter and spirit of policies, rules, and regulations of the district and of the Oregon School Activities Association (OSAA) and the fundamental values of sportsmanship. Each will be held accountable for their actions.

The district shall allow ~~homeschooled~~ students who reside in the district and are eligible to attend school and who are homeschooled, attend a public charter school or are enrolled in a GED (General Educational Development) program provided by the district or ESD, ~~and students attending a public charter school who reside in the district~~ to participate in available interscholastic activities when the requirements found in Oregon law are met.

Interscholastic activities when provided by the district will comply with Title IX and other nondiscrimination laws.

District employees, students, parents, alumni and activity volunteers are prohibited from inducing or attempting to induce a student to attend a district school for interscholastic activity eligibility or participation. The principal, activities director, and coaches are each responsible for ensuring student participants meet all district and OSAA eligibility requirements. The principal is responsible for ensuring accurate certification regarding the eligibility of participating students and for verifying that athletic directors, coaches of sports, and activity advisors, have all required certifications prior to assuming their duties. The principal shall ensure that a program is in place to effectively evaluate the performance of all coaches and activity advisors under their supervision.

Volunteers may be approved to assist with district activities with prior approval from the principal.

The principal shall investigate all allegations of district student ineligibility, staff recruitment violations or other student or staff conduct that may violate ~~b~~Board policies, administrative regulations, and/or OSAA rules and regulations. The principal shall notify the superintendent of conduct that violates the terms of this policy and report to the OSAA as required.

An employee determined to have violated rules and regulations of the OSAA may be subject to discipline, up to and including, dismissal. A student in violation of the OSAA rules and regulations will be subject to discipline, up to and including, dismissal from an interscholastic activity or program, suspension and/or expulsion from school. Volunteers in violation of the OSAA rules and regulations shall be subject to discipline, up to and including, removal from district programs and activities and such other sanctions as may be deemed appropriate by the building administrator.

¹ This applies to only OSAA-sanctioned activities and events.

Employees, volunteers, or students in violation of OSAA rules and/or regulations may be required to remunerate the district in the event of fines assessed by OSAA as a result of their actions.

The superintendent or designee will develop procedures, as necessary, to implement this policy, including a process to ensure that all district rules governing the conduct of students, staff, and volunteers engaged in district activities are regularly reviewed and updated.

END OF POLICY

Legal Reference(s):

[ORS 326.051](#)

[ORS 332.075\(1\)\(e\)](#)

[ORS 339.450 - 339.460](#)

[OAR 581-015-2255](#)

[OAR 581-021-0045 - 0049](#)

[OAR 581-026-0005](#)

[OAR 581-026-0700](#)

[OAR 581-026-0705](#)

[OAR 581-026-0710](#)

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683; Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106.

OREGON SCHOOL ACTIVITIES ASSOCIATION, OSAA HANDBOOK.

Montgomery v. Bd. of Educ., 188 Or. App. 63 (2003).

Corrected 11/18/21

Superintendent Search Dates and Timelines Posting and Community Engagement and Training

Community Forums open to all - Advertised on websites, texts to staff and families and community partners AND invitations sent to priority community groups / partners

Tuesday - January 18, 2022 - 7 pm - 8:30 pm

Thursday - January 20, 2022 - 5- 6:30 pm

Saturday - January 22, 2022 - 1-2:30 pm

Board training on anti bias in hiring- Wednesday - January 19, 2022 from 5:30 - 9 pm

Meetings with students: Talking with Equity Directors, Admin and Principals to figure out how to do this best

We have Wednesday and Thursday during the day for these to happen

Meetings with staff: We are consulting with employee groups for best times. Friday, January 21, 2022 is a no students day

Teachers and specialists (EEA)- 3:30-5pm January 21, 2022

Classified staff- Bus drivers, custodians, nutrition workers, facilities and maintenance, receptionists, etc (OSEA)- TBA

Administrators, Managers and Principals (MAPS)- Either 9-10:30 am or 10-11:30 am, January 21, 2022

Community Forums on Zoom- at least two- Advertised on websites, texts to staff and families and community partners AND invitations sent to priority community groups / partners

Thursday January 13, 2022 - 5- 6:30 pm

Tuesday January 25, 2022 - 7- 8:30 pm

Two – Four zoom sessions with invited community leaders.

Process for Search

Board meeting 12/15/21 - Vote on process, timeline board subcommittee and roles and responsibilities.

Post and advertise position announcement 12/17/21 as a National Search

Work session Tentatively January 26th (after community input and before the 2/2/21 Board meeting)- Finalize the Qualifications and Characteristics in the position description

Board meeting 2/2/22 - The Board must formally approve the qualifications and characteristics and the complete position description before we can have an executive session.

February, 2022 – Narrow the applicants to semi finalists (# TBA)

March, 2022 – Narrow to finalists (# TBA but no more than 3)

April, 2022 – Final decision

Alma's roles and responsibilities:

- Keep the process moving
- Write the online survey- collect and collate and analyze the data
- Facilitate the forums, develop the questions and collect and collate and analyze the data
- Provide anti bias training(s) and support
- Develop a full position description of qualities and characteristics identified by board and stakeholders and community
- Develop rubric for scoring and selection process based on the community's identified qualities and characteristics
- Review initial applicants including reference checks to get it down to 10-15 qualified applicants to present to the Board

Board roles and responsibilities:

- Finalize the position descriptions including qualifications and characteristics
- Review applications and get to (#TBA) semi finalists
- Interview and get to finalists
- Interview and select superintendent

Subcommittee of the Board – Made up of the chair and 2 members (at least one member who has been through a superintendent search process)

- Work with Alma consultants to plan and coordinate the details of the process and logistics
- Work with Alma to keep the process on track

Staff roles and responsibilities:

- Lisa- logistics of meetings, assist with invitations etc
- Kerry – Communications, invitations, assist with logistics etc

12/15/21



ITEM FOR ACTION

Date of Meeting

December 15, 2021

Title

Consider Resolution 2022-10 – Authorizing Community Benefits Contracts

Presenters

Carole Knapel – Capital Improvement Program Manager
Christine Nesbit, General Counsel
Ryan Spain, Director - Facilities

Background

Purpose:

If approved, this resolution would authorize on a trial basis the use of community benefits contracts on a portion of the Camas Ridge Elementary rebuild project. Use of a community benefits agreement is one tool by which the board may achieve policy objectives for the betterment of the community. This resolution is necessary in order to allow a district public improvement contract to be designated as a community benefits agreement.

Prior Board Discussion:

In May 2019, the board of directors adopted a statement of values regarding consideration of identified community benefits in the design and construction of large capital projects. The values and community benefits then identified by the board included supporting local businesses, paying prevailing wages, and supporting learning opportunities for students and community. On May 5, 2021, the board expressed interest in community benefits contracting procedures used by a neighboring agency, and a desire to further consider how the district could develop and implement community based contracting processes. On June 2, 2021, the board received information about using a prequalification process to achieve a community benefits contract.

Based on prior board discussion, it is understood that the board's policy goals are to promote the following:

- Employer-paid family medical insurance benefits
- Opportunity for women, minority-individual and disabled veterans and businesses owned by such individuals to perform project work
- Opportunity for participation by apprentices in project work
- The payment of wages at or above prevailing wage rates

Legal Framework:

In June 2021, the Oregon legislature passed legislation (SB 420) which expressly permits public agencies or local contract review boards to authorize the designation of a public improvement contract as a community benefits contract. A "community benefits contract" is defined by law as a public improvement contract that includes, but is not limited to, identified contract elements

that are in addition to and not in lieu of any other legal requirement of public improvement contracts. Examples of terms include requiring a contractor to provide apprenticeship training and/or to provide employer-paid family health insurance.

The law passed in June 2021 applies to procurements advertised or contracts entered into on or after January 1, 2022, but permits a contracting agency or local review board to adopt a resolution before that date as necessary to enable the agency to exercise the rights created by the legislation on or after January 1, 2022.

State contracting law creates a strong policy preference for awarding bids to the lowest responsible bidder, and it precludes limiting competition to local providers. The law also provides for protests by adversely affected bidders. In determining the lowest responsible bidder, the bidder must demonstrate to the district that it has the appropriate financial and personnel resources and expertise, or the ability to obtain the same, necessary to discharge the responsibilities of the contract. Thus, it is permissible for the district to evaluate, consider and require that a bidder demonstrate capacity to meet certain *personnel or workforce* related expectations. Additionally (and effective January 1, 2022), in determining whether a bidder is responsible, the district may consider whether the bidder has agreed to be bound by the terms and conditions of a community benefit contract, if applicable.

Board policy DJC provides that the board is the local contract review board (LCRB) for the district; as such the board may decide that the district will undertake community benefits agreements.

Context

The district has not previously used a community benefits agreement or community benefits prequalification process before, and there are a number of practical, policy and financial issues to consider. Similar to the approach taken by other local agencies, staff believe it critical to have the opportunity to develop procedures for and implement community benefits agreements at a manageable pace and on a pilot basis. The district is managing multiple major projects resulting from the 2018 bond; staffing challenges, supply-chain delays, and other current market conditions along with these proposed CBA changes will compound schedule and cost impacts that are already in excess of what was forecasted in 2018.

Last month the Oregon Department of Transportation (ODOT) convened a Stakeholder Advisory Committee to provide recommendations for an ODOT Community Workforce/Community Benefits Agreement process for statewide projects. The Committee includes representatives from contractors, organizations which support women and minority contractors, trade organizations and local government agencies. The goals of this Committee are to expand the workforce pipeline, improve access to training programs and career opportunities, increase contracting opportunities for certified firms and maximize the benefit to the communities in which ODOT initiates projects. ODOT anticipates completing the work of the Committee by March 2022.

Staff proposes to combine the best thoughts and recommendations from this statewide effort, current and updated community benefits contracting programs by other community partners, and our pilot project experience to develop a “best practices” process for future 4J construction projects.

The next major public improvement project underway is Camas Ridge Elementary School. The district is already under contract with a general contractor, and current project estimates were created long before discussion of a CBA. It is anticipated that bidding will begin spring 2022.

After conferring with the general contractor, staff identified a subset of anticipated contracts for the Camas rebuild that appear suitable to achieving the policy goals previously identified by the board (i.e., are suitable for being designated as community benefits agreements). Those contracts are the tier one contracts for electrical, plumbing, mechanical (HVAC), fire sprinklers, framing, drywall, and ceiling systems.

Staff will need time to develop and implement community benefits program details, including use of a prequalification process. Prequalification is one way to ensure the selection of a responsible bidder while delivering identified community benefits. When a prequalification procedure is used, only companies that have been prequalified to bid on a project may do so, and an applicant who is found ineligible through the prequalification process would have the opportunity to protest and have a hearing on the same - a process that would occur before bidding. Thus, a prequalification process would be expected to provide the district with information early in the process about a potential or actual dispute. Staff will require sufficient time in advance of bidding to develop the prequalification process as well as the necessary bid documents. For example, the statute requires that prior to advertising for a community benefit contract, the terms must conspicuously identify the provisions to which a contractor will be subject, including the percentage of work hours for which the contractor must employ apprentices and the standards that will apply to the health plan that the contractor must provide.

Summary of Resolution

The resolution authorizes the district to designate certain contracts as community benefits contracts and establishes policy goals to be advanced through such contracts. The policy goals identified include:

- Employer-paid family health care benefits
- Promoting the use of apprentice programs
- Increasing opportunity for women, minority individual and disabled veterans and businesses certified by the State of Oregon Certification Office for Business Inclusion and Diversity (COBID) to perform work under the contract
- Supporting students enrolled in the district's construction CTE program by permitting site tours and through other means identified by the superintendent
- Paying wages at or above the BOLI prevailing wage rate
- Maintaining a harassment-free workplace by conducting a review, prior to beginning project work, using a checklist for employers such as those provided by the EEOC or Oregon Tradeswomen.

The resolution contains delegates authority for the superintendent to create procedures and regulations necessary to carry out the resolution, including requirements related to record-keeping and sharing by contractors. In addition, it provides an "offramp"; specifically, if application of the terms of a community benefits agreement will limit bidding to fewer than three qualified bidders, or result in substantial cost increases or delays, the superintendent would have authority to bid/rebid the contract without those terms.

Options and Alternatives

To be discussed.

Recommendation

The board chair will request a motion to adopt Resolution 2022-10

RESOLUTION 2022-10
EUGENE SCHOOL DISTRICT 4J BOARD OF DIRECTORS
Authorizing Community Benefits Contracts

WHEREAS:

1. The Eugene School District 4J board of directors acts as the local contract review board (LCRB) for the district;
2. The board has recognized the value of community benefits in the design and construction of capital projects, including but not limited to: providing jobs that pay prevailing wages; employing local businesses, contractors and workers; promoting diversity and equity in all workplaces; and supporting learning opportunities for students and community members;
3. On June 2 and December 1, 2021, the board received information about how the district could implement community benefits contracts on a trial basis;
4. Oregon law relating to public improvement contracts:
 - a. Provides that in determining the lowest responsible bidder, the agency shall determine whether a bidder is responsible, and has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or has the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;
 - b. Expressly permits a public improvement contract entered into on or after January 1, 2022 to be designated as a community benefit contract, in addition to and not in lieu of any other requirement that applies to such contracts;
 - c. Authorizes the district to adopt a rule, resolution, ordinance or other regulation permitting or requiring mandatory prequalification of a prospective bidder to prequalify for public improvement contracts including community benefit contracts;
 - d. Authorizes the district to establish contract specifications consistent with the Oregon public contracting code; and
 - e. Authorizes the board to delegate and subdelegate the exercise of its authority under the public contracting code;
5. The district has not previously used a community benefits contract or prequalification procedure in a public improvement project and desires to do so on a trial basis;
6. The district has contracted with a construction manager general contractor (CM/GC) for the rebuild of Camas Ridge Elementary School;
7. Staff have identified anticipated subcontracts to the CM/GC in connection with that project that could be designated as community benefits contracts;
8. The board intends for some of the Camas Ridge Elementary School rebuild subcontracts to the CM/GC to be designated as community benefits contracts.

THEREFORE, SO BE IT RESOLVED:

1. The board authorizes the superintendent to designate certain subcontracts to the CM/GC in connection with the rebuild of Camas Ridge Elementary School as community benefits contracts, including

subcontracts with tier one subcontractors in the following trades: framing, drywall, and ceiling systems; plumbing; mechanical (HVAC); fire sprinklers; and electrical.

2. The superintendent is authorized to use a prequalification process by which a prospective bidder or proposer may prequalify for a subcontract designated as a community benefit subcontract as a result of this resolution.
3. The community benefit subcontract will include, as material provisions of the subcontract, terms and conditions that require the subcontractor to:
 - a. Provide employer-paid full family health insurance coverage.
 - b. Be approved to participate in at least one apprenticeship program registered with the State of Oregon Bureau of Labor and Industries (BOLI), or federal equivalent.
 - c. Establish and implement a plan to promote opportunities for minority individuals, women, and disabled veterans in apprenticeship programs that the contractor participates in and as journey-level workers employed by the contractor, and for businesses certified by the State of Oregon Certification Office for Business Inclusion and Diversity (COBID) to perform work on the contract.
 - d. Provide wages at or above the BOLI prevailing rate of wage.
 - e. Support the district's construction CTE program by permitting construction site tours or through other means identified by the superintendent.
 - f. Maintain a harassment-free workplace by conducting a review, prior to beginning project work, using a checklist for employers such as those provided by the EEOC or Oregon Tradeswomen.
 - g. Maintain and provide records as determined by the superintendent.
4. The superintendent shall reserve the right to bid/re-bid work without the requirements of the CBA when bidding participation under the CBA does not provide sufficient coverage, (i.e., a minimum of 3 qualified bids), or would cause significant expense or delay.
5. The board delegates authority to the superintendent to create administrative regulations and/or procedures necessary to carry out the terms of this resolution. This delegation includes but is not limited to the authority to designate a public improvement contract under ORS Chapter 279C as a community benefit contract, establish additional terms and conditions for prequalification and community benefit subcontracts not inconsistent with this resolution.
6. The superintendent may sub-delegate the authority granted by this resolution.

By: _____

Date: _____

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

FISCAL IMPACT OF PROPOSED LEGISLATION

Measure: SB 420 - B

81st Oregon Legislative Assembly – 2021 Regular Session
Legislative Fiscal Office

*Only Impacts on Original or Engrossed
Versions are Considered Official*

Prepared by: Michael Graham
Reviewed by: John Borden, Laurie Byerly, Michelle Deister, Paul Siebert, Doug Wilson, Ben Ruef
Date: May 27, 2021

Measure Description:

Permits local contract review board or local contracting agency to enact or adopt, as appropriate, ordinance, resolution, rule, regulation or other legislative or administrative measure to designate certain public improvement contracts or subcontracts with anticipated costs of \$200,000 or more as community benefit contracts.

Government Unit(s) Affected:

Statewide, Bureau of Labor and Industries (BOLI), Department of Administrative Services (DAS), Department of Justice (DOJ), Oregon Department of Transportation (ODOT), Counties, Cities, School Districts, Special Districts, TriMet, Metro

Summary of Fiscal Impact:

Costs related to the measure are anticipated to be minimal - See explanatory analysis.

Analysis:

Senate Bill 420, B-engrossed, amends the public contracting code to allow a state contracting agency or a local contract review board to designate a public improvement contract or subcontract with an anticipated contract price of \$200,000 or more as a “community benefit contract.” A public improvement contract that a contracting agency or local contract review board designates as a community benefit contract may include, but need not be limited to, terms and conditions that require a contractor to register as an apprentice training agent, employ apprentices to perform a specified percentage of work hours in occupations with viable apprenticeships, provide employer-paid family health benefits for each worker, establish and implement a plan to conduct outreach for recruiting and retaining women, members of minority groups and service-disabled veterans, and meet any other requirements established by the contracting agency. The measure allows a contracting agency or, if appropriate, a local contract review board, to adopt a rule, resolution, ordinance or other regulation that permits or requires a prospective bidder or proposer to prequalify for public improvement contracts, including community benefit contracts, for which the contracting agency intends to conduct a procurement. The rule, resolution, ordinance or other regulation must include the time for submitting prequalification applications and a general description of the type and nature of the contracts for which the contracting agency intends to conduct a procurement. A person who wishes to prequalify must submit a prequalification application to the contracting agency, and the contracting agency must determine whether the applicant is qualified within 30 days of receipt. The measure applies to procurements solicited or contracts entered into after the measure’s operative date. The measure takes effect 91 days after adjournment *sine die* and becomes operative on January 1, 2022.

State Agencies and Political Subdivisions

The measure is anticipated to have a minimal fiscal impact on state agencies and local governments. The measure is permissive to state contracting agencies and local contract review boards. Consequently, if a state contracting agency or a local contract review board do not designate a public improvement contract as a public benefit contract, the measure would have no fiscal impact on state and local government. Assuming a state contracting agency were to designate a public improvement contract as a public benefit contract, the agency in question would need to engage in rulemaking to guide this new process, which would present only a minimal fiscal impact. However, the measure also has the potential to increase construction costs for public improvement

contracts. If a contracting agency or a local contract review board were to designate a project as community benefit contract, the construction costs would likely increase. In order to qualify, a contractor in a community benefit contract must employ apprentices and provide employer-paid family health insurance, which would likely increase the cost of the contract bid to the contracting agency or local contract review board. Since the measure would limit the number of contractors that qualify for public improvement contracts, that in turn would limit competition amongst bidding contractors and, especially in more rural and remote areas, could substantially increase the cost of contracts or make it more difficult to secure a qualified contractor. It is unclear, though, how much these additional requirements on qualifying contractors would increase project costs.

Enrolled Senate Bill 420

Sponsored by Senator MANNING JR; Representatives KOTEK, WILDE (at the request of Joe Berney) (Pre-session filed.)

CHAPTER

AN ACT

Relating to community benefit contracts; creating new provisions; amending ORS 279C.375 and 279C.430; and prescribing an effective date.

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

SECTION 1. Section 2 of this 2021 Act is added to and made a part of ORS 279C.300 to 279C.470.

SECTION 2. (1) As used in this section:

- (a) "Apprentice" has the meaning given that term in ORS 660.010.
- (b) "Apprenticeable occupation" has the meaning given that term in ORS 660.010.
- (c) "Community benefit project" means a public improvement project that is subject to the terms and conditions of a community benefit contract.

(2) As used in this section and in ORS 279C.375 and 279C.430, "community benefit contract" means a public improvement contract that includes, but is not limited to, the elements described in subsection (3)(b) of this section.

(3)(a) A contracting agency or local contract review board may enact or adopt, as appropriate, an ordinance, resolution, rule, regulation or other legislative or administrative measure that authorizes the contracting agency or local contract review board to designate a public improvement contract as a community benefit contract.

(b) In addition to and not in lieu of any other requirement that applies to a public improvement contract under this chapter, a public improvement contract that a contracting agency or local contract review board designates as a community benefit contract may include as material provisions of the contract, but need not be limited to, terms and conditions that require the contractor to:

- (A) Qualify as a training agent, as defined in ORS 660.010, or provide apprenticeship training that meets applicable federal and state standards for apprenticeship training;
- (B) Employ apprentices to perform a specified percentage of work hours that workers in apprenticeable occupations perform on the community benefit project;
- (C) Provide employer-paid family health insurance; and
- (D) Meet any other requirements that the contracting agency or local contract review board sets forth in the ordinance, resolution, rule, regulation or other legislative or administrative measure that authorizes procurements of community benefit contracts.

(c) A contracting agency or local contract review board shall:

(A) Ensure, before advertising or soliciting a community benefit contract, that all advertisements and solicitation documents state clearly that the procurement is for a com-

munity benefit contract and identify conspicuously all of the provisions to which a contractor will be subject, including the percentage of work hours for which the contractor must employ apprentices and the standards that will apply to the health plan the contractor must provide; and

(B) Require, before accepting and evaluating bids or proposals for a community benefit contract, that each bidder or proposer include with the bid or proposal a signed statement that acknowledges that the bidder or proposer understands and agrees to be bound by the requirements that apply to the community benefit contract.

(4) Except as otherwise provided in this section, a solicitation and award of a community benefit contract is subject to all applicable provisions of the Public Contracting Code.

SECTION 3. ORS 279C.375 is amended to read:

279C.375. (1) After a contracting agency has opened bids and determined that the contracting agency will award a public improvement contract, the contracting agency shall award the contract to the lowest responsible bidder.

(2) At least seven days before awarding a public improvement contract, unless the contracting agency determines that seven days is impractical under rules adopted under ORS 279A.065, the contracting agency shall issue to each bidder or post, electronically or otherwise, a notice of the contracting agency's intent to award a contract. This subsection does not apply to a contract to which competitive bidding does not apply under ORS 279C.335 (1)(c) or (d). The notice and the manner in which the notice is posted or issued must conform to rules adopted under ORS 279A.065.

(3) In determining the lowest responsible bidder, a contracting agency shall do all of the following:

(a) Check the list created by the Construction Contractors Board under ORS 701.227 for bidders who are not qualified to hold a public improvement contract.

(b) Determine whether the bidder is responsible. A responsible bidder must demonstrate to the contracting agency that the bidder:

(A) Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or has the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities.

(B) Holds current licenses that businesses or service professionals operating in this state must hold in order to undertake or perform the work specified in the contract.

(C) Is covered by liability insurance and other insurance in amounts the contracting agency requires in the solicitation documents.

(D) Qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(E) Has made the disclosure required under ORS 279C.370.

(F) Completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of this subparagraph, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the bidder's control, the bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. The contracting agency shall document the bidder's record of performance if the contracting agency finds under this subparagraph that the bidder is not responsible.

(G) Has a satisfactory record of integrity. The contracting agency in evaluating the bidder's record of integrity may consider, among other things, whether the bidder has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the bidder's performance of a contract or subcontract. The contracting agency shall document the bidder's record of integrity if the contracting agency finds under this subparagraph that the bidder is not responsible.

(H) Is legally qualified to contract with the contracting agency.

(I) Possesses an unexpired certificate that the Oregon Department of Administrative Services issued under ORS 279A.167, if the bidder employs 50 or more full-time workers and submitted a bid

for a procurement with an estimated contract price that exceeds \$500,000 in response to an advertisement or solicitation from a state contracting agency.

(J) Has agreed in the bid or proposal to be bound by the terms and conditions of a community benefit contract, if the public improvement contract is a community benefit contract.

[(J)] **(K)** Supplied all necessary information in connection with the inquiry concerning responsibility. If a bidder fails to promptly supply information concerning responsibility that the contracting agency requests, the contracting agency shall determine the bidder's responsibility based on available information, or may find that the bidder is not responsible.

(c) Document the contracting agency's compliance with the requirements of paragraphs (a) and (b) of this subsection in substantially the following form:

RESPONSIBILITY DETERMINATION FORM

Project Name: _____
Bid Number: _____
Business Entity Name: _____
CCB License Number: _____
Form Submitted By (Contracting Agency):

Form Submitted By (Contracting Agency Representative's Name): _____
Title: _____
Date: _____

(The contracting agency must submit this form with attachments, if any, to the Construction Contractors Board within 30 days after the date of contract award.)

The contracting agency has (check all of the following):

- Checked the list created by the Construction Contractors Board under ORS 701.227 for bidders who are not qualified to hold a public improvement contract.
- Determined whether the bidder has met the standards of responsibility. In so doing, the contracting agency has found that the bidder demonstrated that the bidder:
 - Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities.
 - Holds current licenses that businesses or service professionals operating in this state must hold in order to undertake or perform the work specified in the contract.
 - Is covered by liability insurance and other insurance in amounts required in the solicitation documents.

- Qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
 - Has disclosed the bidder's first-tier subcontractors in accordance with ORS 279C.370.
 - Has a satisfactory record of performance.
 - Has a satisfactory record of integrity.
 - Is legally qualified to contract with the contracting agency.
 - Possesses a certificate that the Oregon Department of Administrative Services issued under ORS 279A.167.
 - Agrees to be bound by the terms and conditions of a community benefit contract if the public contract is a community benefit contract.**
 - Has supplied all necessary information in connection with the inquiry concerning responsibility.
 - Determined the bidder to be (check one of the following):
 - Responsible under ORS 279C.375 (3)(a) and (b).
 - Not responsible under ORS 279C.375 (3)(a) and (b).
- (Attach documentation if the contracting agency finds the bidder not to be responsible.)

(d) Submit the form described in paragraph (c) of this subsection, with any attachments, to the Construction Contractors Board within 30 days after the date the contracting agency awards the contract.

- (4) The successful bidder shall:
 - (a) Promptly execute a formal contract; and
 - (b) Execute and deliver to the contracting agency a performance bond and a payment bond when required under ORS 279C.380.

(5) Based on competitive bids, a contracting agency may award a public improvement contract or may award multiple public improvement contracts when specified in the invitation to bid.

(6) A contracting agency may not exclude a commercial contractor from competing for a public contract on the basis that the license issued by the Construction Contractors Board is endorsed as a level 1 or level 2 license. As used in this section, "commercial contractor" has the meaning given that term in ORS 701.005.

SECTION 4. ORS 279C.430 is amended to read:

279C.430. (1) A contracting agency **or, if appropriate, a local contract review board**, may adopt a rule, resolution, ordinance or other regulation [*requiring mandatory prequalification for all persons desiring to bid for public improvement contracts that are to be let by the agency*] **that permits**

or requires a prospective bidder or proposer to prequalify for public improvement contracts, including community benefit contracts, for which the contracting agency intends to conduct a procurement. The rule, resolution, ordinance or other regulation authorized by this section must include the time for submitting prequalification applications and a general description of the type and nature of the contracts *[that may be let]* for which the contracting agency intends to conduct a procurement. The prequalification application must be in writing on a standard form prescribed under the authority of ORS 279A.050.

(2) *[When]* If a contracting agency or local contract review board permits or requires prequalification of bidders, a person who wishes to prequalify shall submit a prequalification application to the contracting agency on a standard form prescribed under subsection (1) of this section. Within 30 days after *[receipt of]* receiving a prequalification application, the contracting agency shall investigate the applicant as necessary to determine if the applicant is qualified. The determination *[shall]* **must** be made in less than 30 days, if practicable, if the applicant requests an early decision to allow the applicant as much time as possible to prepare a bid on a contract that *[has been]* the contracting agency advertised. In making *[its]* the determination, the contracting agency shall consider only the applicable standards of responsibility listed in ORS 279C.375 (3)(b). The agency shall promptly notify the applicant whether or not the applicant is qualified.

(3) If the contracting agency finds that the applicant is qualified, the notice must state the nature and type of contracts *[that the person is qualified to bid on]* for which the prospective contractor may submit a bid or proposal and the period of time for which the qualification is valid under the contracting agency's rule, resolution, ordinance or other regulation. If the contracting agency finds the applicant is not qualified as to any contracts covered by the rule, resolution, ordinance or other regulation, the notice must specify the reasons found under ORS 279C.375 (3)(b) for not prequalifying the applicant and inform the applicant of the right to a hearing under ORS 279C.445 and 279C.450.

(4) If a contracting agency has reasonable cause to believe that *[there has been]* a substantial change **has taken place** in the conditions of a prequalified person and that **because of the substantial change** the person is no longer qualified or is less qualified, the agency may revoke or may revise and reissue the prequalification after reasonable notice to the prequalified person. The notice shall state the reasons found under ORS 279C.375 (3)(b) for revocation or revision of the prequalification of the person and inform the person of the right to a hearing under ORS 279C.445 and 279C.450. A revocation or revision does not apply to any public improvement contract for which publication of an advertisement, in accordance with ORS 279C.360, commenced before the date the notice of revocation or revision was received by the prequalified person.

SECTION 5. Section 2 of this 2021 Act and the amendments to ORS 279C.375 and 279C.430 by sections 3 and 4 of this 2021 Act apply to procurements that a contracting agency or local contract review board advertises or otherwise solicits, or if the contracting agency or local contract review board does not solicit the procurement, to public contracts into which the contracting agency or local contract review board enters on or after the operative date specified in section 6 of this 2021 Act.

SECTION 6. (1) Section 2 of this 2021 Act and the amendments to ORS 279C.375 and 279C.430 by sections 3 and 4 of this 2021 Act become operative on January 1, 2022.

(2) A contracting agency or local contract review board may enact or adopt, as appropriate, an ordinance, resolution, rule, regulation or other legislative or administrative measure before the operative date specified in subsection (1) of this section that is necessary to enable the contracting agency or local contract review board, on and after the operative date specified in subsection (1) of this section, to undertake or exercise all of the duties, functions and powers conferred on the contracting agency or local contract review board by section 2 of this 2021 Act and the amendments to ORS 279C.375 and 279C.430 by sections 3 and 4 of this 2021 Act.

SECTION 7. This 2021 Act takes effect on the 91st day after the date on which the 2021 regular session of the Eighty-first Legislative Assembly adjourns sine die.

Passed by Senate April 29, 2021

Repassed by Senate June 21, 2021

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

.....
Peter Courtney, President of Senate

Passed by House June 9, 2021

.....
Tina Kotek, Speaker of House

Received by Governor:

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

Approved:

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

.....
Kate Brown, Governor

Filed in Office of Secretary of State:

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

.....
Shemia Fagan, Secretary of State

Date: November 12, 2021
From: Judy Newman, Board Chair
To: The Eugene 4J School Board Members
Re: A summary of Information about Local CBB/CBA Experiences

What efforts are there to increase women and minorities and other under represented groups in these trades?

Below is some basic information about the apprenticeship programs registered in Oregon received from Oregon’s State Labor Commissioner Val Hoyle.

For reference, nationally just less than 4% of apprentices in the building and construction industry are female.

With the expansion of apprenticeship requirements in public projects we have seen a proliferation of programs. We have a state registration and support system which ensures that programs deliver a proficiency in the industry standard. BOLI oversees programs and assists employers in recruiting apprentices that reflect the community they are working in.

It is important to give 4J students the opportunity to learn and to attain the skills to earn a living wage and high quality apprenticeships are one avenue to accomplish this. In fact, a person can earn a 6-figure salary without any debt after completing some apprenticeship programs 4J school district can work towards providing these opportunities and in the future we can explore how the CBB/CBA process could assist with this.

Apprentice Demographics:

At the end of Fiscal Year 2021, Oregon had 10,082 registered apprentices. The table below shows the flow of female identified and BIPOC into and out of apprenticeship in FY 20-21.

	Total	Female	Female % of Total	BIPOC	BIPOC % of Total
Registrations – FY 20-21	2965	285	9.6%	746	25.1%
Completions – FY 20-21	1474	114	7.7%	334	22.6%
Cancellations – FY 20-21	1794	153	8.5%	380	21.1%

The Lane Community College (LCC) CBA process asks Contractors to provide information on women and minorities working on their projects. LCC shared that some or all of this information is reported by Contractors already and they need to pull it out of

state reports to provide a report specific to LCC. (*Note: This information is updated monthly by LCC staff.)

How many women and minorities and Vets are working on the LCC projects?

14% goes to **COBID** subcontractors which means women- and minority-owned businesses plus emerging small businesses.

In Oregon Certification from Office for Business Inclusion and Diversity (COBID) provides certification for minority-owned, women-owned, service-disabled veteran-owned businesses, and emerging small businesses.

How many local workers are working on the LCC projects?

36% of total construction contract goes to Lane County businesses

57% goes to Valley + Lane County - meaning I-5 corridor Salem and south plus Lane County.

(*Note: This information is updated monthly by LCC staff.)

EXHIBIT B - Cost Breakdown

Lane Community College Building 19 Seismic Renovation

GMP

100% Construction Documents, Permit Set
May 10, 2021

SP#	Description	5 - Subcontractor	GMP Scope Package Total	Lane County Business	Valley + Lane Co. Business	COBID Amount	Prequal (Y/N)
Subcontractor Work							
01.70	FINAL CLEANING	WFJ	\$ 9,530		\$ 9,530	\$ 9,530	YES
03.30	CAST-IN-PLACE CONCRETE	Pence Kelly	\$ 55,250	\$ 55,250	\$ 55,250		YES
04.20	MASONRY	Kraft	\$ 12,109		\$ 12,109		YES
05.10	STRUCTURAL AND MISC. STEEL	Gibson / Norse	\$ 236,589	\$ 236,589	\$ 236,589		YES
06.10	ROUGH CARPENTRY	TGC	\$ 268,010		\$ 268,010		YES
06.40	MILLWORK AND CASEWORK	Fortis	\$ 2,000				YES
07.40	METAL PANELS	Smith SM / Stedman / McGilchrist	\$ 722,143	\$ 441,580	\$ 722,143	\$ 205,755	YES
08.40	GLASS AND GLAZING	Culver Glass	\$ 15,326	\$ 15,326	\$ 15,326		YES
09.20	METAL STUDS, GYPSUM BOARD, AND CEILINGS	WPI	\$ 144,860	\$ 144,860	\$ 144,860		YES
09.50	FLOORING	Floor Solutions	\$ 24,860			\$ 8,204	YES
09.90	PAINTINGS AND COATINGS	WPI	\$ 9,806	\$ 9,806	\$ 9,806		YES
11.24	FALL PROTECTION	Allowance	\$ 15,000				n/a
12.20	WINDOW TREATMENTS	Superior Interiors	\$ 5,690			\$ 5,690	YES
21.00	FIRE SUPPRESSION	Allowance	\$ 15,000				n/a
22.00	PLUMBING	Allowance	\$ 12,000				n/a
23.00	MECHANICAL	Allowance	\$ 50,000				n/a
26.00	ELECTRICAL	OEG	\$ 56,190	\$ 56,190	\$ 56,190		YES
31.00	SITework, DEMOLITION AND UTILITIES	UWD PreBuild	\$ 144,475			\$ 144,475	YES
99.01	EXPANSION JOINT	Allowance	\$ 5,000				n/a
SUBTOTAL SUBCONTRACTOR WORK			\$ 1,803,838	\$ 959,601	\$ 1,529,813	\$ 373,654	
Fixed Sum for General Conditions Work			\$ 543,991	53%	83%	21%	
SUBTOTAL			\$ 2,347,829	(of subs cost)	(of subs cost)	(of subs cost)	
1	Design Contingency		\$ -				
2	Escalation		\$ -				
3	Construction Contingency		\$ 135,000				
6	All Risk Insurance		\$ 13,656				
7	Liability Insurance		\$ 29,958				
8	Sub Bond Program		\$ 30,317				
9	Contractor Bond		\$ 23,011				
10	Fee		\$ 67,074				
	EWA 1 - Exploratory Work / BRB Engineering		\$ 34,145				
11	Preconstruction		\$ 11,800				
SUBTOTAL DIRECT JOB COST			\$ 344,961				
TOTAL			\$ 2,692,790	36%	57%	14%	

Full family Benefits:

4J is required to hire contractors that pay prevailing wage. The prevailing wage includes a % for fringe benefits. In the CBB/CBA we would be requiring contractors who fall under the agreement to pay full family benefits. They can use the fringe benefit amount to pay full family benefits to employees working on our projects if they choose to do this.

Increased costs.

We received data from Lane County about their anticipated costs and actual costs. They reported that the bids that came in and were awarded were slightly under their projections. This was provided by Shawn Waite, Facilities and Capital Planning Manager for Lane County. (* Note: The cost estimates were completed prior to the Board approving the implementation of the CBB program.)

Shawn Waite shared that they did not yet do a formal write up, but will be compiling one in November or December once our first project is complete. The analysis they conducted was a comparison of their cost estimates and the actual contract costs. Their projections are compiled by the architects they contract with for design and cost estimators that their architects work with. High and a low estimates are provided.

Here is the breakdown by project.

Developmental Disabilities Services:

Estimated cost for construction contract: \$11,300,000

Contract Total: \$10,367,340

Parole and Probation:

Estimated cost for construction contract: \$4.8 to \$8.1 for high/low estimates. We normally go with a lower/mid-range, so we anticipated approximately \$5.6M (I am not sure why we don't have the same type of spreadsheet for this project as we do for the DDS project to share with you. I will look into that.)

Contract Total: \$4,406,405

These projects are both prevailing wage, so the conversation with the contractors was primarily about what to do with the fringe benefit. The fringe benefit under prevailing wage can be paid directly to the employee and the employee can use that to pay their portion of the premium costs for insurance coverage. **Lane County's program requires that the fringe not be paid to the employee and the employer use that to pay for the insurance premium in full.**

In reviewing the companies' GL reports and certified payroll, there has been no additional cost charged back to the county. The mark-up and administration costs percentage remained the same as what was estimated and what has been charged on previous projects.

Note: Shawn included one of their cost estimate sheets from the Developmental Disabilities Service Project for our reference. Let us know if you want a copy. Note that the construction costs on the spreadsheet state \$12,054,000, but part of that was for demo and the change order contingency was not included in the contract amount. That was for our budgeting purposes only.

I spoke with someone involved with the University of Oregon's Project Labor Agreement (PLA). A PLA is different than a CBB or CBA but has many of the same requirements and goals. He reported that it:

- Drove up costs from 2-5 %
- In some areas they struggled to get bids, especially union bids
- Difficult to get data on diversity except in the category of veterans- both men and women -because they worked with a local organization that served vets

4J Equity Lens Application to the CBB Proposal - 12/12/21

1. Purpose: What are we trying to do? What is our goal?

Ensure that livable wages (prevailing wage or above) and full family benefits are provided to workers who come under this pilot project and work on the Eugene 4J Camas Elementary School building which is funded with public funds from the school bond passed in 2018. Promote hiring local workers to increase the likelihood that the money paid in taxes by local residents will stay in our community and contribute to a healthy local economy which benefits all residents.

Support businesses who participate in high quality, BOLI approved apprenticeship programs and who are working to diversify their workforce with women, minorities and disabled vets. This could help our students in the future.

Increase opportunities during the construction of Camas Ridge elementary school to enhance and expand our construction CTE program.

This is a pilot project that will give us information about how we want to proceed with a CBA / CBB for future projects in 4J.

2. Inclusion: Who will be impacted and are they being included in the process?

Representatives from some of the trades that could be included in the CBB were consulted.

Information on progress to diversify the trades by increasing the number of include women, vets and minorities was received from Oregon's Labor Commissioner's office. The best data available is from the demographics in BOLI approved apprenticeships showing modest increases are being made. LCC had some data under their CBA showing a higher percentage of employees who lived locally and minority individuals. The UO reported success in increasing the number of Vets they employed under their PLA.

3. Outcomes: How might this decision increase, decrease or ignore equity? Consider: race, gender identity, sexual orientation, LGBTQIA+, religion, age, country of origin, geography, disability, class/socio-economic status, the balance of power, etc.

We hope this pilot will help support increased participation of women, minority individuals and disabled vets in the building trades. We hope that more families working in the building trades will receive full family health care coverage including workers from underrepresented groups.

4. Communication: How will we ensure communication to those affected takes place in an inclusive and culturally sensitive manner?

Communication to trades included in the CBB about the qualifications required for bidding on the contract must happen in a comprehensive, robust and transparent way so all eligible contractors have the opportunity to apply. Our criteria must be clearly stated.

5. Evaluation: How will we know if we have accomplished our goal?

We will collect comparison data on the projected and actual costs. We will collect data on the number and percentage of local workers, women, minorities and vets employed and working on the site. We will know the number of opportunities for apprentices on the jobs. And we will document the opportunities and experiences accessed for CTE students from 4J's participation.



ITEM FOR FUTURE ACTION

Date

December 15, 2021

Title

Consider Renewal of the Public Charter School Contract with the Twin Rivers Charter School

Presenter

Casandra Kamens and Eric Anderson

Background

On November 2, 2021, The Twin Rivers Charter School submitted a letter requesting that the district renew their charter school contract. In accordance with ORS Chapter 338.065(4 & 5) and revised Board Policy LBE - Public Charter Schools, at the December 15, 2021 meeting the board will receive the superintendent's recommendation on this renewal request and at the January 12, 2022 meeting a public hearing will be held.

In March 2016, the Eugene School District 4J Board of Directors approved a charter application for the formation of Twin Rivers Charter School as a public charter school to operate within the school district for an initial period of three years. The District and Northwest Youth Corps entered into a three-year contract in July 2016 that expired on June 30, 2019. In January 2019 the 4J School Board approved a second renewal for Twin Rivers of three years. This second 3-year contract expires June 30, 2022.

ORS Chapter 338.065(4) states that the renewal after the first and second contracts renewal of a charter shall be for a minimum of 5 years but may not exceed 10 years. At this time Twin Rivers, supported by Northwest Youth Corps is requesting a renewal of five years. If approved the requested renewal charter contract period would be from July 1, 2022 - June 30, 2027.

The renewal request also includes a request for an increased enrollment cap of 100. The current contract is already written for an enrollment cap of 100 students and as such the request does not propose any significant changes to the school's program within the term of the renewal contract. The school currently provides instruction for students in grades 8-12, but is approved to serve students in grades 7-12.

Enrollment

Twin Rivers continues to have low enrollment, initially starting with 41 students in



2016 and varying from 31 to 41 students. In this current school year, they have 44 enrolled students in grades 8-13. Twin Rivers continues to serve a unique and high-needs student population. Last year's state report card shows a population with 30% of students with disabilities.

Enrollment History

- Twin Rivers enrollment originally dropped in its first few years but has had an increase since their first renewal except for 2020-21 school year during the pandemic.

YEAR	Twin Rivers	4J Charter Schools	4J	% of Charter School Students Enrolled in Twin Rivers	% of 4J Students Enrolled in Twin Rivers
2016	41	851	17517	4.8	0.23
2017	37	845	17524	4.4	0.21
2018	35	847	17337	4.1	0.20
2019	43	836	17415	5.1	0.25
2020	37	848	16928	4.4	0.22
2021	49	832	16767	5.9	0.29
AVERAGE	40.3	843.2	17248.0	4.8	0.23

- Twin Rivers Charter is a currently a 8-12 school with a senior class of 9 students and entering 8th / 9th grade classes with 18 students. This indicates a trend in the increase in students in 8th/9th grade which in turn would predict an increase in enrollment in the upcoming years.

YEAR	G8	G9	G10	G11	G12	TOTAL
2021	7	11	14	8	9	49
2020	2	4	5	7	19	37
2019	0	6	6	15	16	43
2018	0	2	8	16	9	35
2017	0	4	8	9	16	37
2016	3	6	11	16	5	41
AVERAGE	2.0	5.5	8.7	11.8	12.3	40.3

Twin Rivers initially planned to have growth in enrollment annually, with a long-term goal of enrolling of 100 students. They are slowly moving toward this goal.

Demographic Profile

Twin Rivers Charter has a student body that is significantly less diverse than the 4J student body as a whole. In terms of race/ethnicity (22.7 percent students of color



compared to the 32.3 percent for the district), and linguistic diversity (no ELL students compared to the 3.8 percent for the district) Twin Rivers lower percentages in comparison to the district. However, the school has higher percentages of student mobility and students in special education (23 percent which is about twice the district percentage).

Annual Site Visits and Reviews

District staff has conducted site visits, reviewed school improvement plans and provided annual reviews to the 4J Board of Directors each year since approval. Annual review documents have included summaries of student performance and assessments, updates on program modifications, evaluations of financial stability, and suggestions for program improvement. The 2020-21 Annual Review is included as an attachment in this board packet.

Renewal Criteria and Findings

According to Board Policy LBE – Public Charter Schools, the Board’s decision to renew the charter is based on a good faith evaluation of whether the public charter school:

1. Is performing in relation to representations made at the time the existing contract was approved;

Finding: Twin Rivers Charter School continues to perform in alignment with its charter vision. The mission states: Twin Rivers Charter School is a community working towards sustainability. We challenge, support, and empower each other to communicate effectively, think critically, and lead empathetically as advocates for ourselves, our families, and our communities.

The school performs well in relation to the mission and philosophy of their charter. Twin Rivers Charter School has had areas of commendation each year of the Annual Reviews and works to implement changes and improvements based on the needs of its students, staff, and community.

Areas of Concern:

- *The academic curriculum components of the school are less in line with the original intent of the charter than the outdoor components of the curriculum. The review team finds that the opportunities for students to complete coursework that is aligned with state standards in ELA and Math comparable to other 4J high schools as stated in the charter proposal are not currently available.*



- *Enrollment numbers continue to be much lower than projected in the original charter (current enrollment of 44 students is considerably lower than the stated goal of 100 students in their original application from 2015). Of note: the enrollment is the highest it has been since the opening of Twin Rivers and the majority of the students are currently in grades 8-10, indicating a potential shift in the future enrollment numbers.*

2. Is in compliance with all applicable state and federal laws;

Finding: Based on information available to 4J staff, it appears that the school is operating in compliance most applicable state and federal law except one area.

- *Area of Concern: Teacher licensure – Last year 2020-21 Twin Rivers was in compliance with the licensure requirement however currently Twin Rivers does not have 50% of staff certified. One teacher is entering a teaching program in the upcoming months, one teacher is reapplying for an Oregon license after being out of state, and one teacher is licensed and teaching in-field. In accordance with ORS 338.135(7)(c), “at least one-half of the total full-time equivalent (FTE) teaching and administrative staff at the public charter school shall be licensed by the commission pursuant to ORGS 342.125.”*

3. Is in compliance with the existing charter contract between the public charter school and the district and any other written agreements between the Board and the public charter school;

Finding: The Twin Rivers Charter School was in compliance with all provisions of its charter school contract at the end of the 2020-21 school year.

4. Has responded satisfactorily to requests or requirements made by the district in relation to annual reviews;

Finding: The school has responded satisfactorily to the district and provided the required information for annual reviews, although not always in a timely fashion.

Area of Concern: In the 2019-20 annual review a continuation of contract was recommended with an expectation of compliance on recommendations and/or requirements in the review. These recommendations included the following item that has not yet been followed:

The School Improvement Plan should more clearly identify academic program goals that are set in measurable terms, particularly for Math and ELA. While this should include OSAS as one means of measuring progress,



other formative assessments should be used and tracked to predict performance on summative measures that will, in turn, lead to improved graduation rates.

5. Is meeting or working toward meeting the student performance goals and agreements specified in the charter or any other written agreements between the district and the public charter school;

Finding: The Twin Rivers Charter School submitted their Review of the 2020-21 School Improvement Plan as well as their School Improvement Plan 2021-22 (both included in the board Packet). The district's 2020-21 annual review found that the Twin Rivers Charter School has made progress toward each of their goals. However, the goals that have been submitted are not directly related to achievement in specific academic areas such as Math and ELA as recommended in their last annual review.

The charter review team also indicated additional areas of concern:

- *Recruitment and retention of licensed staff*
 - *As of Spring 2021 both teachers were TSPC licensed and were teaching within their endorsements.*
 - *As of Fall 2021 there are three teachers on staff, with only one returning from the previous year. Of the three there is one who is TSPC licensed, one who is starting a teaching program in June, and one who is reapplying for licensure after being out of state. The principal is currently licensed as a CTE Natural Resource teacher but not as an administrator.*
 - *According to ORS 338.135 7b at least one-half of the total full-time equivalent (FTE) teaching and administrative staff at the public charter school shall be licensed by the commission*
- *Curriculum and assessments*
 - *Lack of a comprehensive curriculum aligned to all required state standards and lack of systems in place to diagnose student academic levels in reading and math. Continue to develop and implement a comprehensive curriculum aligned to all required state standards that is clearly articulated and accessible to all stakeholders. Implement a comprehensive interim assessment system for monitoring students' progress towards meeting the standards.*
- *Special Education*



- *Twin Rivers currently has 23% of its student population identified as needing special education services. In 2019-20, 50% of special education students graduated on time. There is insufficient data to display current on-track graduates (Students earning one-quarter of graduation credits in their 9th grade year) for students with disabilities. There is insufficient data to measure the key special education indicators including, academic progress, least restrictive environment, and discipline removals. Twin Rivers needs to demonstrate progress in closing achievement gaps, including graduation rate and state testing scores, for students receiving special education services.*

6. Is fiscally stable and has maintained a sound financial management system;

Enrollment at Twin Rivers has not grown at the rate projected in their charter application to the District. Even at 2019-20 enrollment levels, State School Fund and Local Option Levy payments are not sufficient to support the charter school. However, if enrollment growth continues with the conclusion of the pandemic Twin Rivers will be able to make steady progress toward self-sufficiency.

In conclusion, Twin Rivers is not yet financially viable as a stand-alone entity and cannot function without continued and substantial support from Northwest Youth Corps, but we are seeing progress toward self-sufficiency and financial stability.

7. Is in compliance with any renewal criteria specified in the charter of the public charter school.

Finding: Whereas there are no additional renewal criteria specified in the current charter, the Twin River Charter School shall negotiate a new charter with district staff within 90 days if granted approval of their renewal request. Any changes to the charter would follow all federal, state, and district requirements.

State statute (ORS 338.095) requires that the renewal evaluation described above be based primarily on a review of the public charter school's annual performance reports, annual audit of accounts and annual site visit and review and any other information mutually agreed upon by the public charter school and the board.

Options and Alternatives

Within 30 days after the public hearing, the district must approve the renewal of the charter or state in writing the reasons for denying the renewal of the charter. The charter school may then submit a revised renewal request that addresses the reasons for nonrenewal and any remedial measures suggested by the district. If the



board does not approve the revised renewal request, the charter school may appeal to the State Board of Education for a review of whether the district used the required process in denying the renewal of the charter.

If the board approves the renewal, this renewal of Twin Rivers will be for the minimum requirement of five years pursuant to ORS Chapter 338.065(4).

Budget/Resource Implications

Board Goals

The charter school renewal recommendation addresses the board approved Vision 20/20 goals of providing multiple pathways for student success and addressing providing equitable student access and outcomes. In addition, this recommendation supports the board's long-standing commitment to school choice. Finally, it reflects the engagement of district stakeholders in supporting our students and schools.

Superintendent Recommendation

The superintendent recommends the renewal of the Twin Rivers Charter School for five years, contingent upon the successful negotiation of a contract. The contract will stipulate that Twin Rivers will have an annual high stakes review based on performance standards that address the following areas:

- Student performance
- Curriculum and assessment
- Enrollment
- Attendance
- Staff licensure
- Financial stability

The December 15, 2021 board packet contains the following information:

- Renewal request letter from the Twin Rivers Charter School
- 2020-21 Annual Review for the Twin Rivers Charter School
- 2020-21 Twin Rivers Charter Fall Report with School Improvement Plan
- Charter contract, dated July 1, 2019
- Twin Rivers Charter School 2020-21 At-A-Glance State Report Card

At the January 12, 2022 meeting, the board is scheduled to take action on the superintendent's recommendation to approve renewal of the Public Charter School contracts for Twin Rivers for an additional five (5) years. Members of the charter school team will be available at the December 15 meeting to summarize the proposed findings and answer any questions that the board may have.



September 14, 2021

**Board
of
Directors**

Judy Newman, Chair
School Board
Eugene School District 4J
200 N. Monroe Street
Eugene OR 97402

Bradley Copeland

Helen Haberman

Scott Halpert

Jane Kammerzelt

Erik Matisek

Judith McHugh

Kelley Moriarty

Patricia Sheppard

Devin Thompson

Brent Vaughan

Greg Williams

Rose Wolfe

Cc: Cydney Vandercar, Interim Superintendent

Dear Ms. Newman and 4J Board members:

We would like to again thank the Eugene School District 4J for our charter which has allowed Twin Rivers Charter School (TRCS) to serve grades 8-12 in Eugene, Oregon since 2016. As our charter contract term is set to expire on June 30, 2022, at this time, we would like to formally request a renewal, to be considered at your January 12, 2022 board meeting and public hearing. Please accept this amended letter, requesting a five-year charter extension until June 30, 2027, with an increased enrollment cap of 100 students.

Since the time we were established, Twin Rivers Charter School has invested heavily in students credit recovery, especially those with IEPs and 504 plans. This is vital since current enrollment numbers indicate that more than 30% of Twin Rivers Charter School students are starting the 2021-22 year with accommodations.

Past TRCS efforts to enhance student academic experiences include an OCSP Planning Grant from the Oregon Department of Education (ODE) in 2017 and an OCSP Implementation Grant in 2018. These supported professional and curriculum development, to help Twin Rivers staff create project-based units infused by the principles of access, equity, and justice. During the 2018-19 school year, TRCS staff also participated in a research project which looked at restorative discipline practices in schools.

**Friends
and**

Advisors

Ken Maddox

Sam Naito

Arthur Pope

Barbara Roberts

Jean Tate

Other investments have allowed Twin Rivers Charter School to increase our focus on project-based instruction which spans disciplines. Our school's Career Technical Education (CTE) programs in Natural Resource Management, Outdoor Recreation, and Food and Farming officially became recognized by the ODE during the summer of 2020.

After doing transcript analyses, we can demonstrate that past school improvements allow 100% of our students to enroll in one of our career pathways, supported by a re-organized schedule.

This May, thanks to a 2020 Reengagement Opportunity Grant, Twin Rivers Charter School developed an Outdoor Credit Recovery Pilot. This provided intensive in-person core content instruction - paired with workforce development - for students in 10th, 11th, or 12th grades who needed accelerated credit to reach graduation. Twelve students camped, worked, and studied within the burn zone of the Holiday Farm Fire. Students also saw forest recovery first-hand at the site of the Horse Creek Complex Fire (2017) and B&B Complex Fire (2003).

Each student engaged in 40 hours of service learning and credit recovery, using poetry to explore themes of trees, fires, climate change, restoration, and human impacts. Students also benefitted from 36 hours of workforce development in the school's Natural Resource Management CTE track, by planting native trees and plants; building trail, and clearing invasive plants. As a result, students earned academic credit in Language Arts and other areas. Seven Twin Rivers Charter School students achieved the final credits they needed to graduate in June, while the remaining five students are returning back to TRCS this fall.

TRCS's future plans include creating a new Community School to further assist students who face barriers to graduation. Our new Community School Coordinator will identify students who will receive one-on-one academic and career coaching, case management, and college and career services. Students will also be referred to services such as mental health and substance abuse counseling, childcare, transportation and housing assistance, and affinity groups.

This continued development of Twin Rivers Charter School takes time. For this reason, TRCS hereby requests a charter contract renewal, for a five-year period, so that we may continue to build stronger communities, as we challenge, support, and empower District 4J students and their families.

Sincerely,



Jeff Parker
Executive Director
(541) 349-7500
jeffp@nwyouthcorps.org

TRCS Annual Report 2020-21

Twin Rivers Charter School (TRCS) is now entering our 6th year as a charter school with the Eugene 4j School District. The 2020-21 school year was an absurd project as we attempted to take an outdoor school online. We reduced the number of our staff to two full-time licensed teachers and attempted to provide competent and sufficient instruction for enough time to get back to the things that we do best--most notably interdisciplinary project-based learning. Our small size again permitted us to create strong relationships with students including providing social services, food distribution, and mental health services. Our mission states: *Twin Rivers Charter School is a community working towards sustainability. We challenge, support, and empower each other to communicate effectively, think critically, and lead empathetically as advocates for ourselves, our families, and our communities.* From this aspirational starting point we design and implement dynamic educational environments that build stronger communities, support student learning, and structure both personal and professional growth.

TRCS is a program of Northwest Youth Corps (NYC), an innovative non-profit organization with a decades-long track record of civic and community service. NYC provides opportunities for youth and young adults to learn, grow, and experience success. The size and scope of large comprehensive high schools make personalized learning challenging and students slip through cracks in predictable and well-documented patterns. We are designing a school that fills the need in the school district and in the community to provide hands-on, outdoor, experiential learning in intimate and supportive classrooms.

Academic Approach and schedule

Our year of online learning started with an attempt at theme based instruction. It was our belief that our greatest opportunity to engage students might mean to diverge from some of the outdoor components of our instruction. In Language Arts and Science, students focused on the work and

life of David Bowie. They studied the Labyrinth, Under Pressure, and Ziggy Stardust. This allowed students to participate in projects focusing on creative writing, astronomy, patterns in nature, geology, mythology and argumentative writing.

Additionally, the events of the spring and summer saw major social, economic, political, and public health events that were unignorable as a school. We created a current events Social Studies class that examined the news as it related to the Movement for Black Lives, the COVID pandemic and the 2020 Presidential election. In math, our oldest students began to study the ALEKS test to align their work with entry into LCC. Our youngest students used Delta Math as a curricular guide and expanded on that using a variety of specialized and differentiated instructional tools.

TRCS Instructional Units

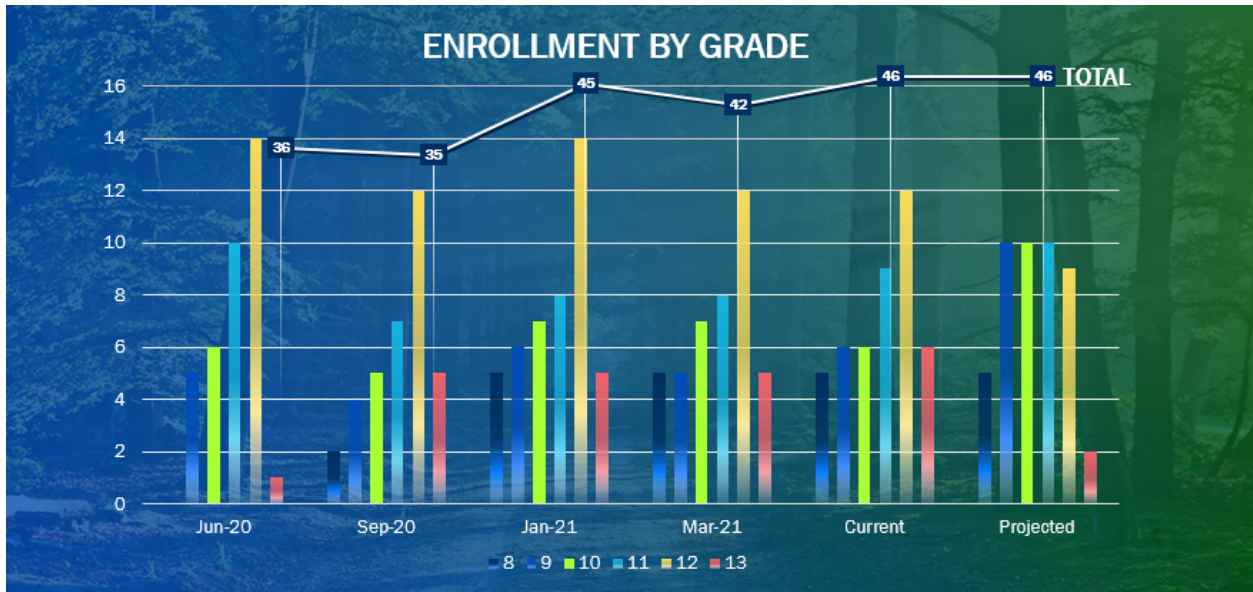
Subject	Trimester 1	Trimester 2	Trimester 3
Language Arts	The Labyrinth	The Tao of Pooh	Music Unplugged
	Ziggy Stardust	The Things They Carried	Global Music
Social Studies	Current Events	The Things they Carried	History of Medicine
Health		Mental/Physical	Human Sexuality
Math	Aleks Prep(blue crew)	Aleks Prep	Aleks Prep
	Delta Math	Delta Math	Delta Math
Science	DNA (u1) Stars (u2)	Nervous System	Energy Sources
	Amphibians (u3)	Skeletal System	Human Population Growth

Students met in their core academic classes Tuesday to Thursday from 9 AM to 1:30 PM. Teachers were available after that to provide individual instruction, hold office hours, and monitor and develop asynchronous learning opportunities. On Mondays, students had access to asynchronous learning tools including curricular “boxes” that had supplies and instructions for small at home projects that included making birdhouses, doing at-home plant identification, or various culinary projects. There were also asynchronous units tied to texts like Into the Wild, How to be an Anti-Racist, Overstory, So You Want to Talk About Race, Maus I &II, and others. There were also asynchronous projects in each of the subject areas that provided students the opportunity to earn sufficient credits to stay on track for graduation.

TRCS Schedule (Trimesters 1 &2)

	<u>Monday</u>	Tuesday	Wednesday	Thursday	Friday
9:00 - 9:40	^	<u>Math</u>	<u>Math</u>	<u>Math</u>	^
9:00 - 9:40	^	<u>Current Events</u>	<u>Current Events</u>	<u>Current Events</u>	^
9:00 - 9:45	CTE	<u>LA/SS</u>	<u>LA/SS</u>	<u>LA/SS</u>	CTE
10:00 - 10:40	Service	<u>Math</u>	<u>Math</u>	<u>Math</u>	Field
10:00 - 10:40	^	<u>Current Events</u>	<u>Current Events</u>	<u>Current Events</u>	^
10:00 - 10:45	^	<u>LA/SS</u>	<u>LA/SS</u>	<u>LA/SS</u>	^
11:00 - 11:40		<u>Math</u>	<u>Math</u>	<u>Math</u>	
11:00 - 11:40	^	<u>Current Events</u>	<u>Current Events</u>	<u>Current Events</u>	^
11:00 - 11:45	^	<u>LA/SS</u>	<u>LA/SS</u>	<u>LA/SS</u>	^
12:30 - 1:00	A - Sync	<u>Science</u>	<u>Science</u>	<u>Science</u>	A - Sync
1:00 - 1:30	^	<u>Science</u>	<u>Science</u>	<u>Science</u>	^
1:30 - 2:00	^	<u>Science</u>	<u>Science</u>	<u>Science</u>	^
2:00 - 3:00	^	Office Hours	Office Hours	Office Hours	^

Enrollment Data



GRADE	SEX	STUDENTS	WHITE	HISP.	BLACK	NATIVE	MULTI
08	F	1	1	0	0	0	0
08	M	4	3	1	0	0	0
09	M	6	5	0	0	0	1
10	F	4	4	0	0	0	0
10	M	2	2	0	0	0	0
11	F	4	4	0	0	0	0
11	M	5	4	0	0	1	0
12	F	7	7	0	0	0	0
12	M	5	3	1	0	0	1
13	F	1	0	0	1	0	0
13	M	5	5	0	0	0	0
TOTALS:		44	38	2	1	1	2

SIP Goals

Maintaining weekly contact with students above 90%

We employed our AmeriCorps Team Leader crew to maintain daily and weekly contact with students. Their diligence and dedication meant that we maintained contact with 92 percent of our students on a weekly basis. The other 8 percent (~2 students) were chronic non-attenders and failed to respond to texts/emails/ phone calls etc.

Increasing the percentage of earned credits to above 75%

	Q3 19-20	Q4 19-20	T1 20-21	T2 20-21	T3 20-21
Attempted	63.625	38	45.62	43.46	32.859
Earned	45.625	19.825	24.2	31.27	26.884
Percentage	72%	52%	53%	72%	83%

We set a goal to get our credits earned vs. credits attempted percentage to 75%. We chose this metric because it represents our success in ensuring students are progressing towards graduation. As the chart above showed, our percentage dove to just over 50% when the shutdown happened at the end of the 19-20 school year. The number stayed steady through the beginning of the 20-21 school year then began to slowly increase culminating in a 83% completion rate during the last trimester of the year. This is due mostly to our return to hybrid instruction.

Graduating 95% of eligible seniors (currently 16 enrolled students)

During the year we increased our 12th grade enrollment to 18 twelfth graders. We were able to graduate 16 of them. Thirteen of them on regular diplomas and 3 on modified diplomas. Of the 2 that didn't graduate one is returning for a 5th year and the other will have dropped out of school.

Becoming a recognized CTE program in Natural Resources Management

We successfully finished our start-up application and now have 2 licensed CTE Teachers

Creating an intro curriculum for Log Jam State Park

This goal is still in process though an advisory committee has been assembled and the curriculum is developing.

Redesigning a credit recovery approach for 2021-2022 School year

In response to the anticipated need for credit recovery opportunities, we designed and piloted an innovative approach to credit recovery. 12 of our students facing graduation or credit recovery needs participated in a 3-week long credit recovery camping trip that entailed 2 weeks of conservation service work on the McKenzie River and a weeklong backpacking trip through the California Redwoods. Along the way students were participating in Language Arts lessons. Students earned credits in Language Arts, Applied/Fine Arts/Foreign Language, Other Subjects, and/or Physical Education.

Building the partnership with MFWWC and City of Eugene Outdoor Program

We started meeting regularly with members of the City of Eugene River House and the Middle Fork Willamette Watershed Council to begin the design process of an Outdoor School and a CTE pathway into Natural Resource Management through our work at Log Jam State Park. These meetings led to two fantastic and exciting opportunities for our students. Three of our students participated in a work experience project with MFWWC as a part of their team doing a large restoration project at Elijah Bristow State Park. The attached Beaver Survey report was the result of their work. Our planning for the Outdoor School found implementation successes when we partnered with the Migrant Education Summer program to provide 2 days of outdoor school per week during the month-long migrant summer program.

Goals for 2021-22

As we return to in-person instruction our SIP goals, and our plans for Twin Rivers are coming into focus. Our students have spent the majority of the past 18 months on computers and in their houses. As an outdoor school we are uniquely suited to provide an integrated education approach attuned to the unique needs and opportunities provided by our school community.

Build a Full Service Community School

A full service community school is both a place and an approach to learning that recognizes that learning happens all the time, all over the place. It is also predicated on the idea that schools can and should focus on the unique assets and needs of the students, faculty, families and communities that are a part of the school. We will begin the process of building TRCS into a community school. We will hire a coordinator who will be tasked with building relationships with students and families and then serving as a conduit between them and the services and strategies best suited to fill their needs.

This is our first and best strategy as a school to serve the Socio-Emotional Learning needs of our students and families. Measurable data for success includes:

- Number of Referrals to outside agencies
- Building partnerships with the Hoots Program and Pacific University Social Work Program
- Implementing before, after, and summer supplementary programs

Integrate our CTE Program into the curriculum

Using the Outdoor School and the Log Jam State Park Plan we will work to integrate the approach to CTE into the fabric of the school.

Measurable data for success includes:

- Students earning credit in interdisciplinary CTE programs
- All students in 11th and 12th grade participate in three CTE-specific classes
- Building and implementing an Outdoor School in collaboration with the River House, the Middle Fork Willamette Watershed Council and Oregon State University
- Get students into internships with our program partners

Build Interdisciplinary Project Based Learning Opportunities

The Covid shut down interrupted our progress to build integrated educational units with a scope and sequence that would carry a student from their 8th grade year through graduation. As we return, with a new staff and a renewed sense of purpose, we will build an approach to learning that takes advantage of our greatest assets. As a small, conservation-based high school our units focus on outdoor and environmental education. Our integrated units rely on the common

space between the core disciplines to create meaning. Understanding science can make you a better poet and vice versa. When done well the units align to state standards and prepare students for life after high school.

Measurable data for success includes:

- Implementation of a portfolio-based and performance-based approach to assessment
- Re-establishing baseline data on math and reading assessments either through work samples or standardized assessments.
- Increase our 9th grade on-track data
- Increase graduation rates
- Increase our percentage of credits earned

Grow Our Enrollment in 8th, 9th, and 10th grades

Our transition from a private alternative school to a charter school has entered a new phase. Our enrollment heading into the 2021-22 school year is trending younger. Our initial enrollment of 48 students is comprised of 32 students in 8th-10th grades. This is a dramatic reconfiguration of our student body. Our goal will be to continue recruiting in middle schools and in the younger grades to build a stable year to year enrollment that can be counted on for programmatic and budgetary planning.

Measurable data for success includes:

- Recruiting a 8th and 9th grade class for the 2022-23 school year
- Building an approach to 8th-9th grade transition
- Creating a support system to ensure that 9th graders are on track for graduation at the end of their 9th grade year.

**Lane County School District No. 4J
Eugene, Oregon**

**2020-2021 Annual Review
Twin Rivers Charter School
a public charter school
sponsored by Eugene School District 4J**

**Office of the Assistant Superintendent for Instruction
Charter School Review Team
December 2021**

December 2021

To: Eugene School District 4J Board of Directors

From: 4J Charter School Review Team

Subject: Twin Rivers Charter School, 2020-21 Annual Review

Introduction

In March 2016, the Eugene School District 4J Board of Directors approved a charter application for the formation of Twin Rivers Charter School as a public charter school to operate within the school district for an initial period of three years. The District and Northwest Youth Corps entered into a three-year contract in July 2016 that expired on June 30, 2019. On January 23, 2019 the District Board approved renewal of the Twin Rivers Charter School's Charter for an additional three years. The current Twin River Charter contract expires on June 30, 2022. Twin Rivers Charter is currently in the final year of this contract.

The 4J Charter School Review Team meets quarterly with charter school representatives on the 4J Charter School Council. The Council meetings promote communication and allow participants to stay current on emerging issues common to the charter schools.

4J Charter School Council 2020-21 School Year

The council was composed of the following representatives:

- Network Charter School: Melissa Palma, Director of Curriculum and Instruction, and Rebecca Daniels, Executive Director
- Village School: Bob Kaminski, Principal, and Andy Peara, Executive Director
- Ridgeline Montessori School: Michelle Texley, Principal, and Chrystell Reed, Executive Director
- Coburg Community Charter School, Holly Campbell, Principal, and Lisa Jager, Executive Director
- Twin Rivers Charter School: Jay Breslow, Principal, and Jeff Parker, Executive Director
- Eugene School District 4J Representatives: Andrea Belz, Director of Financial Services; Tom Horn, Special Education Administrator; Charis McGaughy, Assistant Superintendent for Instruction; Randy Bernstein, Administrator (retired); Oscar Loureiro, Director of Research and Planning; Gordon Lafer, School Board Liaison

Annual Review Summary

Each year, district staff is responsible for reviewing the charter school programs and reporting its findings to the 4J Board of Directors. The review assesses the charter school's operations in relation to its School Improvement Plan (SIP), students' performance on federally mandated

annual state assessments, the annual Oregon Department of Education (ODE) Report Card, an annual site visit, audited financial results, and other charter school contractual agreements. Understandably, because the pandemic closed schools in March 2020, and then reopened under a “Distance Learning for All” model for most of the 2020-21 school year, schools were required to make unprecedented adjustments and were unable to complete all the regularly required and expected projects and tasks. Consequently, such things as annual state assessments results cannot be included in this report. However, schools did operate, and even during distance learning and the hybrid model that followed in spring of 2021, they steadfastly worked to deliver the best education they could, given the circumstances. All this is highlighted in this report. Please also review the attached Data Appendix for a more in-depth longitudinal analysis of key outcomes measures. The following sections address these areas.

1. Summary of Progress on the 2020-21 School Improvement Plan (SIP)

This section reviews the progress of Twin Rivers Charter on their 2020-21 School Improvement Plan goals. The SIP and evaluation were completed with the involvement of students, parents, classified staff, licensed staff, administration and members of the Board of Directors. The Twin Rivers administration expressed a challenge to set conventional goals for the 2020–21 school year for a school program that is so deeply integrated with hands-on field study during CDL and hybrid learning. Although the academic year was dramatically impacted due to the pandemic and continued distance learning, Twin Rivers made progress towards their outlined school improvement goals. While a more detailed view is attached to this report, the following section provides a brief synopsis of progress related to each goal from the 2020-21 School Improvement Plan:

Goal 1: Maintaining weekly contact with students above 90%

Twin Rivers employed the AmeriCorps Team Leader crew to maintain daily and weekly contact with students. Their diligence and dedication meant that they were able to maintain contact with 92 percent of their students on a weekly basis. The other 8 percent (~2 students) were chronic non-attenders and failed to respond to texts/emails/ phone calls etc.

Goal 2: Increasing the percentage of earned credits to above 75%

This metric was chosen because it represents success in ensuring students are progressing towards graduation. The percentage of earned credits in comparison to attempted credits dove to just over 50% when the shutdown happened at the end of the 19-20 school year. The number stayed steady through the beginning of the 20-21 school year (53% in term 1) then began to increase in term 2 to 72%, culminating in a 83% completion rate during the last trimester of the year. This is attributed mostly to the return to hybrid instruction.

Goal 3: Graduating 95% of eligible seniors (currently 16 enrolled students)

During the year 12th grade enrollment increased to a total of 18 twelfth graders. Of those 18 students, 16 graduated. Thirteen of them on regular diplomas and 3 on modified diplomas. Of the 2 that didn't graduate one planned on returning for a 5th year and the other will be considered a drop out.

Goal 4: Becoming a recognized CTE program in Natural Resources Management

With The support of 4J school district, Twin Rivers was able to successfully complete their start-up application for the CTS program and finished the year with 2 CTE licensed teachers.

Goal 5: Creating an intro curriculum for Log Jam State Park

This goal is still in process though an advisory committee has been assembled and the curriculum is in development..

Goal 6: Redesigning a credit recovery approach for 2021-2022 School year

In response to the anticipated need for credit recovery opportunities, Twin Rivers designed and piloted an innovative approach to credit recovery. Students facing graduation or credit recovery needs participated in a 3-week long credit recovery camping trip that entailed 2 weeks of conservation service work on the McKenzie River and a weeklong backpacking trip through the California Redwoods. During the program students participated in Language Arts lessons. and earned credits in Language Arts, Applied/Fine Arts/Foreign Language, Other Subjects, and/or Physical Education.

Goal 7: Building the partnership with MFWWC and City of Eugene Outdoor Program

Regular meetings with members of the City of Eugene River House and the Middle Fork Willamette Watershed Council began the design process of an Outdoor School and a CTE pathway into Natural Resource Management. These meetings led to partnerships that created opportunities in the field for students. One doing a large restoration project at Elijah Bristow State Park. The other tied to Outdoor School with the Migrant Education Summer program providing 2 days of outdoor school per week during the month-long migrant summer program.

2. Update on New Goals for 2021-22 School Improvement Plan (SIP)

As Twin Rivers looks to return to in-person instruction their SIP goals, and plans for Twin Rivers as a school are developing. Given that students spent the majority of the past 18 months on computers and in their houses Twin Rivers looks to provide a unique opportunity to students as a Charter School. As an outdoor school they are uniquely suited to provide an integrated education approach attuned to the unique needs and opportunities provided by our school community.

Goal 1: Build a Full Service Community School

A full service community school is both a place and an approach to learning that recognizes that learning happens all the time, all over the place. It is also predicated on the idea that schools can and should focus on the unique assets and needs of the students, faculty, families and communities that are a part of the school.

This strategy aims to serve the Socio-Emotional Learning needs of our students and families. Measurable data for success includes:

- Number of Referrals to outside agencies
- Building partnerships with the HOOTS Program and Pacific University Social Work Program

- Implementing before, after, and summer supplementary programs

Goal 2: Integrate our CTE Program into the curriculum

Using the Outdoor School and the Log Jam State Park Plan Twin Rivers will work to integrate the approach to CTE into the fabric of the school.

Measurable data for success includes:

- Students earning credit in interdisciplinary CTE programs
- All students in 11th and 12th grade participate in three CTE-specific classes
- Building and implementing an Outdoor School in collaboration with the River House, the Middle Fork Willamette Watershed Council and Oregon State University
- Get students into internships with program partners

Goal 3: Build Interdisciplinary Project Based Learning Opportunities

The Covid shut down interrupted progress toward building integrated educational units with a scope and sequence that would carry a student from their 8th grade year through graduation. During the 2021-22 school year with a new staff and a renewed sense of purpose, Twin Rivers will build an approach to learning that focuses on outdoor and environmental education through integrated units between the core disciplines. The units will align to state standards and prepare students for life after high school.

Measurable data for success includes:

- Implementation of a portfolio-based and performance-based approach to assessment
- Re-establishing baseline data on math and reading assessments either through work samples or standardized assessments.
- Increase 9th grade on-track data
- Increase graduation rates
- Increase percentage of credits earned in comparison to credits attempted

Goal 4: Grow Our Enrollment in 8th, 9th, and 10th grades

Twin Rivers’ transition from a private alternative school to a charter school has entered a new phase. Enrollment heading into the 2021-22 school year is trending younger, with the anticipated enrollment of 48 students being 32 students in 8th-10th grades. Twin Rivers goal will be to continue recruiting in middle schools and in the younger grades to build a stable year to year enrollment that can be counted on for programmatic and budgetary planning.

Measurable data for success includes:

- Recruiting a 8th and 9th grade class for the 2022-23 school year
- Building an approach to 8th-9th grade transition
- Creating a support system to ensure that 9th graders are on track for graduation at the end of their 9th grade year.

3. Federally Mandated Annual State Assessments

During a typical school year, charter schools are required to administer state-mandated assessments that take place typically in April and May. Oregon's Statewide Assessment System (OSAS) currently includes summative assessments administered annually by subject matter and grade. Pursuant to federal and state accountability requirements, Oregon public schools test students in English language arts and math in grades 3 through 8 & 11 and in science and social sciences in grades 5, 8, & 11. Additional required assessments include an English Language Proficiency Assessment for English Learners (ELs) and the Oregon Extended Assessment for students with significant cognitive disabilities. On the Accountability Details Reports, the indicators are then rated on the following levels:

Level 5 – State Long Term Goal in 2024–25 (approximately the 90th percentile)

Level 4 – Halfway to the Long Term Goal

Level 3 – The 2016–2017 state average (the baseline)

Level 2 - The 10th percentile of schools in 2016–17

Level 1 – Below the 10th percentile

In spring 2021, the Oregon Department of Education (ODE) received approval from the U.S. Department of Education to reduce the number of statewide assessments that were required to be administered in English language arts, mathematics, and science, as shown in the table below.

Families still had the option to opt their children out from ELA and/or Math or from Science. Families could also ask that their students access the assessments at optional grade levels.

Required Tests

Grade	English Language Arts	Mathematics	Science
8	<i>Optional</i>	Required	Required
11	Required	Required	<i>Optional</i>

Overall participation rates in the state were low. This caused ODE to set forth the following three proficiency rates when interpreting results of OSAS testing.

- Observed Proficiency: the percentage of students proficient among those who tested.
- Minimum Proficiency: proficiency rate if all of the students who did not participate scored not-proficient.
- Maximum Proficiency: proficiency rate if all the students who did not participate scored proficient.

A school or district's level of proficiency could be anywhere in the minimum to maximum proficiency range. The width of the range is associated with participation rates, with narrow bands where high percentages of students participated and wide bands where low percentages of

students participated. A data caution has been placed in the file when participation rates are below 80%.

Twin Rivers OSAS data for 2020-21 is not reportable due to the low participation rate of all grade levels. As such the data presented below is from the last reportable year.

Summary of Assessment Data from Spring 2019

- *English Language Arts Academic Achievement* – Level 1 – 25% of students met the ELA performance standard. Although this is actually a higher percentage than prior years, there is still much need for improvement.
- *English Language Arts Academic Growth* – Not rated this year.
- *Math Academic Achievement* – Level 1 – According to ODE, 5% met the standard. This is consistent with prior years, clearly indicating that this as an area of serious concern
- *Math Academic Growth* – Not rated this year.
- *Science* – Not rated this year.
- *Students with Disabilities* – 10% of students with IEPs met the standard in ELA (one student of ten participating). Less than 5% met the standard in math, according to the ODE.

4. Oregon Department of Education (ODE) Report Card

Each year, the Oregon Department of Education issues a report card for every public school and district in Oregon. The state school report cards have been redesigned and provide information on student demographics, academic achievement and growth as demonstrated by state tests, student outcomes, educational programs, and how individual schools compare to the Oregon state averages. However, due to the pandemic, this year's "At A Glance" school reports for high schools (attached) have been scaled down to include only on-time graduation and five-year completion data along with demographic information regarding students and staff and the school's vaccination rate. The summary below reflects information gleaned from this report for specified indicators for the 2020-21 school year along with 4J district information gathered this fall for other indicators, as also specified.

- *Regular attenders* – These are considered to be students who attend school at a rate of 90% or more. During the 2020-21 school year ODE In order to maintain connection and keep students engaged in learning with students, RSSL (Ready Schools, Safe Learners) provided additional guidance to schools and districts regarding Attendance Policies and Practices, including:
 - In 2020-21, schools and districts were advised to "Design attendance policies to account for students who do not attend in-person due to student or family health and safety concerns."

- In 2020-21, schools and districts were advised to include both participation in class activities, interaction with certain school staff, or turning in completed coursework on a given day as attending.

As a result of the substantive changes to attendance reporting guidance from previous years, Regular Attendance rates from the 2020-21 school year are not directly comparable to rates published for prior school years, and should not be used for comparative or accountability purposes.

Of the 37 students included in the report 75.7% were considered regular attenders at Twin Rivers. These are students who attended more than 90% of days they were enrolled. This is a significant increase over the 61% from the previous year. The data for grades 8-11 was suppressed to protect confidentiality of students. Grade 12 had a similar percentage rate of regular attenders with 76.5% meeting the 90% or higher criteria. Overall this data is promising given the increase compared to previous years.

- *On-track to graduate* – Due to the low number of students enrolled in 9th grade at Twin Rivers this data is not available.

- *On-Time graduation* – 50% is the percentage of students who attended Twin Rivers School during their fourth year of high school in 2019-20 and graduated at the end of that fourth school year. This is a 10% decrease from the previous year's 60%. While there is still need for improvement (the Oregon average is 83%), it is fair to note that many of the fourth year students came to Twin Rivers with significant credit deficiencies.

- *Five-Year Completion* – 100% is the five-year cohort completion rate for Twin Rivers in 2020-21.

- *Demographics* – Remarkably, 31% of students are currently served with IEPs compared to the 4J average of appx. 14%. In terms of race and ethnicity, Twin Rivers is 86% white compared with 68% for the district.

- *Vaccinations* – 96% of Twin Rivers students had required childhood vaccines.

5. Site Visit

On May 4, 2021, the district Charter School Review Team conducted an official site visit to Twin Rivers School. The purpose of these visits is to address a comprehensive set of questions regarding curriculum and instruction, planning, enrollment, governance and organization. Members of the Twin Rivers team included Executive Director Jeff Parker, Principal Jay Breslow, Registrar Mary Bauer, Advisory Board Member Tony Phifer, and Teachers Kristin Humphrey and Melanie Pinto. 4J Charter School Review Team members present at the meeting included Charis McGaughy, KC Clark, Bob Blyth, Oscar Loureiro, and Randy Bernstein.

Summary of progress on School Improvement Plan (SIP)

- *Goal: Maintaining weekly contact with students about 90%* (currently at about 87%). Have a few chronic non-attenders that have driven this number down.
- *Goal: Increasing the percentage of students earning credit.* (rebounded after drop because of COVID back up to 72 percent of credits attempted were earned in 2nd term).
- *Goal: Graduating 95 percent of eligible seniors.* Currently 16 seniors enrolled: 14 have a good shot of graduating. This will likely be the largest graduating class yet.. They have a detailed report of the Class of 2020 profile: know exactly who they are and where they are going.
- *Goal: Becoming a recognized CTE program in Natural Resources Management.* This is done now that Jay and another teacher are appropriately licensed for this.
- *Goal: Creating an intro curriculum for LogJam State Park.* Building partnerships to co-create the curriculum now. Have an advisory council.
- *Goal: Redesigning a credit recovery approach for 2021-20 school year.* Designing a 3-week credit recovery Spike. Just sent 12 students out to do the spike to earn this credit. Students will earn a trimesters worth of ELA, AF and OS credit.
- *Goal: Building the partnership with Middle Fork Willamette Watershed Council (MFWWC) and City of Eugene Outdoor Program.* Regular meeting with MFWWC & City of Eugene to develop our partnership. have students interning now with MFWWC at Elijah Bristow State park. They want to collaborate to build a 5th grade Outdoor School program. Great leadership opportunity for Twin Rivers students.

Current enrollment and demographics

- At the time of this visit, 44 students were enrolled. They started the year with 36. .
- Of these, fifteen were in grade 12 or 12+, and nine of these fifteen were on IEPs.
- Opened up to 8th graders this year. Shift i shappening from upper grade levels enrolling to lower grade levels.
- 86% of the students are white. 46% are female. Positive to see a gender balance occurring.

Curriculum and instruction; academic initiatives and educator effectiveness training

- Students organized into three crews by grade levels.
- Switched to trimesters and divided them into units in order to provide students with more starts for earning credits.
- Mondays: asynchronous instruction and Fridays: field and electives schedule. Leave no trace; geotracking; plant and animal identification; etc.
- Independent credit tracker: Google form to capture work students doing at home and work experiences. Had over 140 separate entries from students.
- Mission is to be outside. No in-building instruction. Two days a week of in person outside instruction: farm, public service work (city and state parks such as LogJam Park as well as others up the McKenzie) and learning bike repair.
- Core instruction online.
- Created “mini-mesters” to help support students who were sick or had to miss school. Did not want to penalize students who couldn't come to school for whatever reason.

- Units: Examples: "The Labyrinth", "The Tao of Pooh", " Music Unplugged", "History of Medicine", "Current Events", "Energy Sources", etc.
- Nimble enough to make changes in curriculum to adapt to current events and student interest.

Support for students from special populations & struggling students

- Tier 1: teachers are the first tool in supporting students. Meet daily about how students are doing. High level of communication with teachers. Online learning was not for every student, modifications such as paper packets for kinetic/physical learners were made.
- Tier 2: really focused on where students were struggling. Students really struggled with online math. Prepped seniors for college placement tests. Some students felt it was too slow. Purchased Delta math which worked really well for students needing a higher level challenge. Using the 4 Americorp workers for additional tier 2 students. They were tenacious contacting students and families.
- Tier 3: Daily meetings created a sense of shared responsibility for all students. SPED teacher is able to attend a lot of online classes. Had a lot of students with IEPs in 8th and 9th grade students. More success with LIPI in small group math concept courses. Increased teacher collaboration to serve students SEL and academic needs. IEP meetings are celebrations and fun for students. Went to a push in model because students did not want another additional online intervention class. During hybrid, address during times students are in person. Really working on supporting strong transitions.

Governance/Organization

- The Twin Rivers Advisory Board meets and works under the auspices of the Northwest Youth Corps Board.
- Board composition is stable with 6 members.
- Administration will remain the same for the upcoming year.

Update on contractual and/or legal requirements

- Contract is up for renewal June 2022.
- Will begin the process in fall 2021.

Parent and community relations

- Availability of teachers was second to none. Able to easily communicate with teachers. Can communicate anytime and get an immediate response. Great use of social media for updates and connecting with parents.
- Parents expressed appreciation for the experiences for students. Enjoy being in the know. Enjoys being part of the advisory board.

Successes

- Largest class of graduating seniors expected
- Enrolling some students at younger age
- Staff and Americorp assistants allowing for amazing personal connection

Challenges

- Still need to build enrollment to about 60 or more students
- On-line learning has been difficult for many students (especially math)

4. Financial Review

AUDITED FINANCIAL STATEMENTS

The District’s financial review of Twin Rivers Charter School’s audited financial statements for the year ended June 30, 2021 consisted of reviewing financial operations to ensure consistency with Twin Rivers’ educational mission, and reviewing net position to ensure the school’s solvency and ability to sustain operations in the future. Twin Rivers’ statements have been audited by an independent auditor, who issued an unmodified opinion on the Charter’s statements and did not identify any material weaknesses in the financial operations of the school.

The table below is an analysis of Twin Rivers’ financial statements. The “Target” column is provided as a suggested measure of comparison.

Measure	Target	FY 2018-19	FY 2019-20	FY 2020-21
Current Ratio	>1.1	0.47	0.98	4.56
current assets / current liabilities				
Days Cash	≥60 days	0	114	58
cash / (total expense/365)				
Enrollment Variance	≥95%	62%	96%	73%
actual enrollment / projected enrollment				
Debt Default	Not in Default	No	No	No
Total Margin	Positive	14.67%	5.28%	3.93%
net income / total revenue				
Debt to Asset Ratio	<0.9	2.11	1.02	0.79
total liabilities / total assets				
Cash Flow	Positive	(41,530)	216,494	(127,377)
current year cash - prior year cash				

Net Assets				
net assets / total expenses	> 5%	-7.87%	-0.64%	3.29%

Discussion

This is the fifth year of Twin Rivers' operation as a charter school. Previously, this program served 4J students on a fee-for-service basis as an accredited alternative high school run by the Northwest Youth Corps. The new charter school still functions as a program of Northwest Youth Corps, and is financially and operationally backed by this organization, but their primary source of funding has shifted from service fees to State School Fund charter school payments. As a charter school, Twin Rivers is also eligible for a portion of the District's Local Option Levy funds.

Twin Rivers continues to work toward self-sufficiency as a charter school, but still relies on Northwest Youth Corps for a substantial level of financial and operational support. The charter benefited from the look-back provision of the State School Fund in 2020-21, relying on higher enrollment numbers from 2019-20 for payment in the face of declining enrollment related to the pandemic. In all, payments from the District declined by only 2.7% in 2020-21, from \$397,827 in 2019-20 to \$387,013 in 2020-21. Enrollment for 2021-22 is tracking at 2019-20 levels, and if sustained, this should provide a level of funding stability. Prior to the pandemic, Twin Rivers was beginning to make progress toward enrollment and financial stability goals set out within their charter agreement with the District. It is our expectation that this progress will continue once the current health situation resolves.

Twin Rivers ended its fifth year of charter operation with a positive net asset balance of \$18,504, an improvement over the fourth year negative net asset balance of \$4,456. The ratio of net assets to total expenses (3.29%) fell below the District's target of 5%, but was significantly better than the prior year's ratio of -0.64%.

In February 2021, Northwest Youth Corps was granted a second loan under the Paycheck Protection Program offered by the Small Business Administration (SBA) under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), of which \$64,426 was allocated to Twin Rivers. The current and long-term portions of this loan are \$12,890 and \$51,536, respectively, for the year ended June 30, 2021. This loan is subject to partial or full forgiveness if certain terms are met, but as of the end of this year it is still a liability of the charter.

Unlike most other district charters, Twin Rivers Charter School is not a member of the Oregon Public Employees' Retirement Systems (OPERS). As a result, the Charter is not required to implement Government Accounting Standards Board (GASB) Statements 68 and 71 related to employee pensions. Twin Rivers does maintain an IRS Section 403(b) plan for employees, which is funded through both employee and employer contributions.

School operations during 2020-21 were primarily supported by State School Fund (SSF) grant payments, Local Option Levy funds, a Paycheck Protection Program loan, grant funds and support from Northwest Youth Corp. In fiscal year 2020-21, SSF revenue was \$368,973 and the school’s share of the Local Option Levy amounted to \$18,040. These two funding sources represent 62.5% of revenues for the year, with remaining supports coming from other grants (total of \$160,011 representing 27.4% of revenues), Northwest Youth Corp, general contributions and miscellaneous sources. On the expense side, personnel costs and payments for Americorps teachers represented 62.5% of the school’s payments for the year. Other significant expense categories included office equipment and repair (19.7%), accounting and legal (5.3%) and vehicles (4.4%).

Notes to the financial statements reflect Twin Rivers close relationship with Northwest Youth Corps. In addition to administering the AmeriCorps contract for teaching services, Northwest Youth Corps also provides the school with administrative support, facilities and vehicles. The costs for these supports are invoiced to Twin Rivers on a monthly basis. Oversight is provided by the Northwest Youth Corps Board of Directors, who perform this service on a volunteer basis.

Enrollment at Twin Rivers has not grown at the rate projected in their charter application to the District. Even at 2019-20 enrollment levels, State School Fund and Local Option Levy payments are not sufficient to support the charter school. However, if enrollment growth continues with the conclusion of the pandemic Twin Rivers will be able to make steady progress toward self-sufficiency.

In conclusion, Twin Rivers is not yet financially viable as a stand-alone entity and cannot function without continued and substantial support from Northwest Youth Corps, but we are seeing progress toward self-sufficiency and financial stability.

ENROLLMENT

As of October 1, 2020, Twin Rivers Charter School enrolled 37 students in grades 9-12, six students less than were enrolled at the same time in 2019-20.

The Oregon Department of Education currently reports Twin Rivers’ resident average daily membership (ADM_r) for 2020-21 at 31.7, 9.3 ADM_r less than the school’s final ADM_r for 2019-20. Twin Rivers is projecting 2021-22 enrollment at 49 students (based on enrollment at 10/1/2021) and 2022-23 enrollment at 55 students, well below their long-term goal of 100 enrolled students. Past projections varied significantly from final student counts, but Twin Rivers has gained experience in gauging potential growth over the last five years and we expect their projections to be more accurate going forward. The District will monitor SSF payments closely throughout the year to ensure that they are adjusted for actual enrollment, to avoid a potential repayment situation at year-end.

Comparative ADM_r is as follows:

2020-21	31.7
----------------	-------------

2019-20	41.0
2018-19	30.6
2017-18	34.0
2016-17	35.9

7. Other Contractual Agreements

Twin Rivers School was in compliance with all provisions of its charter school contract at the end of the 2020-21 school year. The areas of compliance include the following:

- Maintain adequate levels of insurance coverage for property, business interruption, extra expense, liability and workers compensation, as specified in the Contract;
- Maintain its 501(c)(3) status;
- Comply with all financial and student reporting requirements;
- Maintain at least 50% licensed administrative and teaching staff;
- Comply with all other applicable federal and state laws;
- Comply with all applicable state and federal laws concerning student welfare, safety and health, including, without limitation, the reporting of child abuse, accident prevention and disaster response, and any local, state or federal regulations governing the operation of school facilities;
- Continue to comply with all state reports as required within established timeframes.

8. Findings

Twin Rivers Charter School continues to work towards providing a unique educational experience giving students access to multiple pathways for success. The school is designed for students who love the outdoors and prefer to learn by doing. Student learning is structured around the completion of conservation projects, field studies activities and outdoor recreation. Students rotate between outdoor field studies projects and classroom instruction.

Twin Rivers has made progress in several areas and continues to offer a unique educational experience for local students. The pandemic posed special difficulties for a school like Twin Rivers which prides itself on hands-on, project-based learning integrated with field study, and the staff and administration responded well to these challenges. But beyond those posed by the pandemic, when reflecting on what is now its fifth year of operation, Twin Rivers still faces challenges in their goal of providing hands-on, outdoor, experiential learning in intimate and supportive classrooms.

The supporting organization of the Northwest Youth Corp has a long history of demonstrated broad-based community support from a wide range of stakeholders. The 4J District would also like to continue supporting Twin Rivers in addressing the concerns detailed in this report to

create a sustainable charter school that provides a distinctive and high quality instructional program and that helps to improve the high school graduation rate.

Commendations

- Increase in five year completion rate to 100%
- The partnership with the Middle Fork Willamette Watershed Council continues to provide an authentic work project at Log Jam State Park allowing for integrated studies and skills development.
- Approval from ODE of the new CTE Natural Resources pathway
- Implementation of improved path-to-graduation tracking and support systems.
- Communication and contact with families in order to keep students engaged in school.

Recommendations

- Continue to increase enrollment by marketing the school program’s appeal and continuing to improve its academic performance and outcomes. In addition to allowing the school to offer increased staffing and programming, this will help the financial outlook which is critically important for it to remain viable.
- The School Improvement Plan should more clearly identify academic program goals that are set in measurable terms, particularly for Math and ELA. While this should include OSAS as one means of measuring progress, other formative assessments should be used and tracked to predict performance on summative measures that will, in turn, lead to improved graduation rates.
- Continue to develop an integrated curriculum that is tied to core content area standards.

Recommended Action

_____ Continuation of contract with an expectation of continued progress on the School Improvement Plan and the intervention ladder for improvement.

 X Continuation of contract, with an expectation of compliance on recommendations and/or requirements contained in this review.

_____ Termination of contract for the following reason(s)

Attachments : *Twin Rivers Fall Report 2020-21, Twin Rivers At-A-Glance 2020-21, Data Appendix=Twin Rivers*



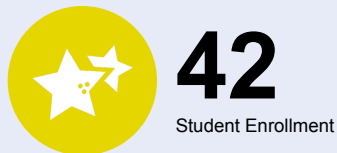
OREGON AT-A-GLANCE SCHOOL PROFILE

Twin Rivers Charter School

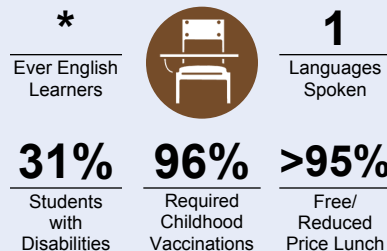
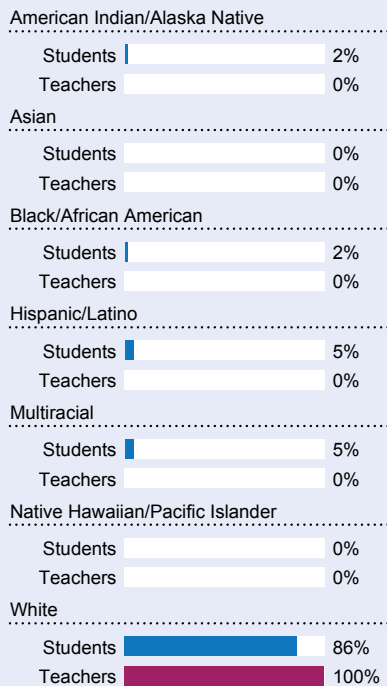
PRINCIPAL: Jay Breslow | GRADES: 8-12 | 2621 Augusta St, Eugene 97403 | 541-349-7511



Students We Serve



DEMOGRAPHICS



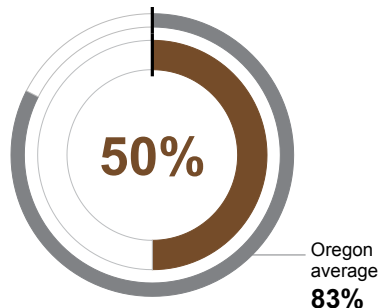
Special Note

The At-A-Glance School and District profiles tell a story about Oregon's schools and districts. The story is harder to tell this year as the COVID-19 pandemic significantly impacted our schools and the data we collect. As a result, statewide assessment and attendance data cannot be compared to prior years and are not shown here. We have included links to our website where you can view the 2020-21 statewide assessment and attendance data and read a detailed description of how these data were impacted. We're thankful for your partnership as we focus on care, connection and the creation of safe, inclusive and supportive learning environments.

Academic Success

ON-TIME GRADUATION

Students earning a diploma within four years. Cohort includes students who were first-time ninth graders in 2016-17 graduating in 2019-20.



School Environment

REGULAR ATTENDERS

Students who attended more than 90% of their enrolled school days.

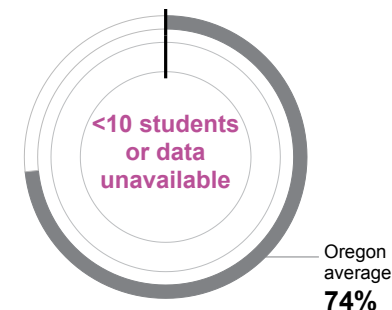
For 2020-21 Regular Attenders data please visit:

www.oregon.gov/ode/schools-and-districts/reportcards/reportcards/Pages/Regular-Attenders-2021.aspx

Academic Progress

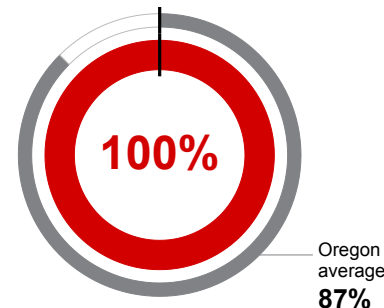
ON-TRACK TO GRADUATE

Students earning one-quarter of graduation credits in their 9th grade year.



FIVE-YEAR COMPLETION

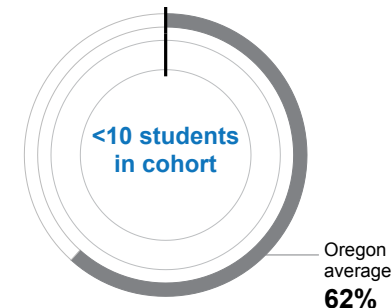
Students earning a high school diploma or GED within five years.



COLLEGE GOING

167

Students enrolling in a two or four year college within 16 months of completing high school in 2017-18. Data from the National Student Clearinghouse.



School Goals

*Information was not submitted for this section.

State Goals

The Oregon Department of Education is partnering with school districts and local communities to ensure a 90% on-time, four year graduation rate by 2025. To progress toward this goal, the state will prioritize efforts to improve attendance, provide a well-rounded education, invest in implementing culturally responsive practices, and promote continuous improvement to close opportunity and achievement gaps for historically and currently underserved students.

Safe & Welcoming Environment

*Information was not submitted for this section.



OREGON AT-A-GLANCE SCHOOL PROFILE CONTINUED

Twin Rivers Charter School



Outcomes

Our Staff (rounded FTE)



2

Teachers



0

Educational assistants



0

Counselors/
Psychologists



76%

Average teacher retention rate



100%

% of licensed teachers with more than 3 years of experience



Yes

Same principal in the last 3 years

REGULAR ATTENDERS

American Indian/Alaska Native	
Asian	
Black/African American	
Hispanic/Latino	
Multiracial	
Native Hawaiian/Pacific Islander	
White	
Free/Reduced Price Lunch	
Ever English Learner	
Students with Disabilities	
Migrant	
Homeless	
Talented and Gifted	
Female	
Male	
Non-Binary	

ON-TRACK TO GRADUATE

<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable

ON-TIME GRADUATION

<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
47%
54%
50%
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
<10 students or data unavailable
168
40%
Coming in 2022-23

About Our School

ADVANCED COURSEWORK

*Information was not submitted for this section.

CAREER & TECHNICAL EDUCATION

*Information was not submitted for this section.

EXTRACURRICULAR ACTIVITIES

*Information was not submitted for this section.

PARENT & COMMUNITY ENGAGEMENT

*Information was not submitted for this section.

**CHARTER SCHOOL CONTRACT
Twin Rivers Charter School**

THIS CONTRACT, dated this 1st day of July 1, 2019, is made and entered into by and between the **LANE COUNTY SCHOOL DISTRICT NO. 4J** ("District") and NORTHWEST YOUTH CORPS, and Oregon Non Profit Corporation, to operate **TWIN RIVERS CHARTER SCHOOL** ("Charter School").

RECITALS

WHEREAS:

A. The Oregon Legislature has enacted ORS Chapter 338 for certain purposes enumerated in that chapter.

B. On November 13, 2015, an initial application was submitted by the Charter School to the District for the formation of a public charter school to operate within the District. The application was reviewed by district staff and found to be incomplete in several areas. On January 29, 2016, Twin Rivers Charter School submitted a revised application. The District determined that the application ("Application") submitted by the Charter School was complete and complied with the requirements of ORS 338.

C. On March 16, 2016, the District Board approved the charter school application submitted by the organizers by the Charter School for an initial period of three years, contingent upon completion of a contract, on July 1, 2016, the District and the Charter School entered into a contract, which commenced upon July 1, 2016, and expired June 30, 2019.

D. On October 22, 2018, the Charter School submitted an application for renewal of the charter school contract. On January 23, 2019 the District Board approved a renewal of the contract for three years, expiring on June 30, 2022.

E. The Charter School is an established nonprofit organization under the laws of the State of Oregon, exempt under §501(c)(3) of the Internal Revenue Code and is not associated with a nonpublic sectarian school or a religious institution, or otherwise religiously based.

F. ORS Chapter 338 contemplates and the parties agree that this Contract between the Charter School and the District will constitute the full and complete agreement between the parties regarding the governance and operation of the Charter School. The Charter School and the District will agree annually to an updated list of goals, included in the School Improvement Plan.

G. The parties desire that the Charter School operate and conduct its affairs in accordance with the terms of the Contract, District Board Policy LBE and ORS Chapter 338.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual understanding, covenants and consideration herein described, the parties agree as follows:

AGREEMENT

1. Grant of the Charter.

The Charter School is granted, in accordance with ORS Chapter 338 and the terms and conditions of this Contract, a charter to operate the Charter School as described herein.

2. **Effective Date.**

This Contract shall commence effective July 1, 2019.

3. **Term and Renewal.**

3.1. **Term.** The Contract term will be three years, beginning on the effective date under Section 2, and expiring June 30, 2022.

3.2. **Renewal.** In the third year of the term, the Charter School may request renewal of the Contract. The renewal application will be processed according to the requirements of ORS 338.065(5), the District Charter School Contract Renewal Process, as directed by District Board Policy.

3.2.1. The request for an extension or renewal must be submitted to the District no later than October 31, 2021. The request will state the requested length of the extension or the renewal term.

3.2.2. The renewal decision will be based on the good faith evaluation by the District Board of whether the Charter School:

(a) Is performing in relation to representations made at the time this Contract was approved;

(b) Is in compliance with all applicable state and federal laws;

(c) Is in compliance with the existing Contract between the Charter School and the District and any other written agreements between the District Board and the Charter School;

(d) Has responded to requests or requirements made by the District in relation to annual reviews,

(e) is meeting or working toward meeting the student performance goals and agreements specified in the charter or any other written agreements between the District and the Charter School;

(f) Is fiscally stable and has maintained a sound financial management system; and

(g) Is in compliance with any renewal criteria specified in the Contract.

3.2.3 Assuming all requested materials are provided to the District in a timely manner, the District Board will make a renewal decision on or about February 1 of the third year of the Contract term.

4. **Grade Range, Educational Program, Curriculum, and Student Assessment.**

4.1. **Age and Grade Range.** The age requirements for students in any grade shall be the same as applicable state law, if any. The Charter School will provide instruction for students in grades seven (7) through twelve (12). The total number of full-time students allowed to be enrolled at the Charter School shall not exceed 100 except that the parties may agree to expand the limit based on success as shown in the annual audit and annual review.

4.1.1. Full-time enrollment will be measured in terms of average daily membership (ADM) as defined in state law, before the application of any additional weighting. ADM, for enrollment purposes only, will include all students enrolled in the Charter School regardless of district residency, as defined in ORS 338.

4.2. **Curriculum.**

4.2.1. The District agrees to waive its curricular requirements, to the extent permitted by state law, but subject to the implementation of the Charter School's instructional programs outlined in its Application, and as amended herein. The Charter School shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Contract, in a manner that is consistent with state law.

4.2.2. The educational program, pupil performance standards and curriculum designed and implemented by the Charter School shall meet or exceed any content standards adopted by the State of Oregon and shall be designed to enable each pupil to achieve such standards. The Charter School shall ensure that all students have access to the instructional program (core curriculum). The Charter School agrees to comply with all state requirements concerning academic content areas as defined in ORS 329.045.

4.2.3. The Charter School agrees to obtain prior approval from the District before making a fundamental change to the educational program outlined in its application. A fundamental change is defined as changing the core curriculum of the Charter School, changing the academic focus of the Charter School, or adopting a curriculum that does not meet district or state standards. The District may, at its sole discretion, approve or disapprove fundamental changes in the educational program.

4.2.4. The Charter School agrees to comply with all District credit requirements leading to a high school diploma, and State requirements and any amendments by the State thereof.

4.2.5. The Charter School Board will establish a written policy for resolving complaints against the Charter School, including complaints regarding curriculum, and the Charter School shall comply with such policy.

4.3. **Student Assessment.**

4.3.1. The Charter School will be in compliance with state and federal requirements for student assessments.

4.3.2. The Charter School will administer the Oregon statewide student assessments, which will be administered on the same schedule the District uses. If state law requires additional grades to be included, the Charter School will administer those assessments as

well. In addition, if requested by the District, off-year tests will also be given, using the same vendor as the District, provided that the District agrees to pay the expenses of such tests. If the Charter School requests the off-year tests, it will assume responsibility for the expense of such tests. If at any time the statewide assessments are no longer required by state law or state regulation, and if the District elects to administer an alternative test or assessment, then the Charter School will administer such alternative test or assessment for its students in the same grades as required District-wide, using the same vendor as the District, provided the District agrees to pay the expenses of such tests. Statewide test scores and the percent of children meeting or exceeding benchmarks will be reported for all students. The Charter School will encourage student participation in the statewide assessments

4.3.3 The Charter School shall provide the technology hardware and network infrastructure required to conduct the Oregon student assessments online and report the data to the district.

4.4. **Records.** The Charter School shall comply with all applicable federal and state laws concerning the maintenance, retention and disclosure of student records, including, without limitation, the Oregon Public Records Law. The Charter School shall cooperate with the District by providing any reports or records to the District that the parties mutually agree are necessary to meet the District's reporting obligations to the Oregon Department of Education or the U.S. Department of Education. The Charter School shall provide any reports or records to the District that the District deems necessary to meet the District's legal requirements under the IDEA or Section 504 or state laws governing students with disabilities. The records could include but are not limited to cumulative files, special education files, working files, student files, teacher files, behavioral files, emails, text messages and any other record related to the child, regardless of location or form. The District shall provide the Charter School with a list of records and information it believes are required for the District to meet its state reporting requirements; and the parties will agree on the scope and form of such records and information and when to provide it. The Charter School will work with the District to meet the District's requirements, and the Charter School recognizes that it has the responsibility for the input of such data into District or state computer systems. The District shall be responsible for licensing and installing systems and for training Charter School staff on the use of these systems, at no cost to the Charter School. All records established and maintained in the operations of the Charter School shall be open to inspection by the District. Should the Charter School close, all student educational records of the charter will be transferred to the District's administrative office.

4.5. **Nonreligious and Nondiscrimination.** In compliance with ORS 338.035(8), the Charter School shall not be affiliated with a nonpublic sectarian school or a religious institution. In compliance with ORS 338.115(4), the Charter School shall not violate the Establishment Clause of the First Amendment to the United States Constitution or Section 5, Article I of the Oregon Constitution, or be religion based. In compliance with ORS 659.850, no person of the Charter School shall be subjected to discrimination on the basis of age, disability, national origin, race, color, marital status, religion, sexual orientation, gender identity or sex. In compliance with ORS 338.125(2), the Charter School shall not limit student enrollment based on race, religion, sex, sexual orientation, ethnicity, national origin, disability, the terms of an individualized education program, income level, proficiency in the English language or athletic ability, but the Charter School may limit admission to students within a given grade level.

4.6. **Open Enrollment.**

4.6.1. **Voluntary Enrollment; Who is Eligible.** Student enrollment in the Charter School will be voluntary. All students who reside in the district are eligible for enrollment if space is available. Students who do not reside in the district are eligible for enrollment if space is available. Other than the preferences allowed by law (see Section 4.6.4) and any waivers approved by the State Board of Education, there will be no criteria for selection of students. A student will be deemed admitted to and enrolled in the Charter School when the student's application has been unconditionally accepted by the Charter School following completion of a phase of the enrollment process described below and after conditions to such acceptance have been satisfied.

4.6.2. **Phased Enrollments.** The Charter School shall be allowed to conduct a multi-phase enrollment process. At the election of the Charter School each year, there may be a series of open enrollments, provided the process conforms to this Contract. Each year, the Charter School will set deadlines by which such applications must be received for each phase of the enrollment process. These deadlines may change from year to year at the discretion of the Charter School. The Charter School board will approve any forms and policies that may otherwise be needed to govern the enrollment process, and may change those from time to time as they determine what works best.

4.6.3. **Application Process; Enrollment Process; Priorities.** On a date set by the Charter School board, prospective students may apply for admission to the Charter School for the school year that begins the following September. For the first phase of the enrollment process, if the number of applications received by the deadline for the first phase is less than or equal to the maximum number of students allowed, then all the applications will be accepted (including applications from nonresidents).

If the number of applications received is greater than the maximum number of students allowed, then the Charter School will conduct an equitable lottery, in a manner determined by the Charter School and consistent with state law, to admit the maximum allowed number of students and to create a waiting list for subsequent admission should a space become available at a later date. Order of priority on the waiting list also will be determined through the lottery process. As provided in ORS 338.125, the Charter School may give admissions preference to (1) students who were enrolled in the Charter School in the prior year; (2) applicants who have siblings who are presently enrolled in the Charter School and who were enrolled in the Charter School in the prior year. District residents shall have priority for admission into the Charter School and shall be allowed to fill all enrollment slots in the Charter School. The Charter School must comply with the provisions of ORS 339.115, Admission of Students.

4.6.4 **Admission of Nonresident Students.** As required by ORS 338.125(5), if the Charter School admits a nonresident student, the Charter School will provide written notice of the student's enrollment to the District within 10 days. The written notice will include the contact information of the student's parent or guardian. Within 10 days of receiving such notice, the District shall provide to student's parent or guardian written information about District's responsibility to identify, locate and evaluate students to determine which students may need special education and related services and the methods by which District may be contacted to answer questions or provide information related to special education and

related services. If the nonresident student withdraws for any reason other than graduation, the Charter School will provide written notice to the District within 10 days. The written notice will contain the contact information for the student's parent or guardian.

4.7. **Minimum Enrollment.** The minimum enrollment for each school year shall be 25 full-time students. The District may terminate this Contract if student enrollment in the Charter School falls under 25 students during any school year, as provided in ORS Chapter 338. For purposes of this Contract full-time student means a student who is receiving more than one-half of his or her instructional program at the Charter School.

4.8. **Dual Enrollment.** Unless specified in an IEP or as required by ORS 339.460 (interscholastic activities) or other law, the Charter School shall not permit a Charter School student to attend on a full-time or part-time basis, both the Charter School and another public school, another public charter school (including on-line charter schools), or a non-public school without prior approval of the District. If the Charter School becomes aware that any student at the Charter School is enrolled and attending another public school, another public charter school, or a non-public school on such a full-time basis or part-time basis, the Charter School will notify the District and will request that the parent of such student take appropriate action to reduce the student's full-time enrollment and attendance to one school.

4.9. **Student Attendance, Conduct and Discipline.** The Charter School shall maintain current and accurate enrollment data and daily records of student attendance and shall provide these data to the District through the District's Student Information System. (Refer to Section 6.2 of this Contract for detail.) The Charter School shall maintain a system of uniform student discipline and shall notify its students of the students' rights and responsibilities as provided in Charter School policy. The Charter School board may amend its policies from time to time as provided in Section 10.4. The Charter School shall notify the District immediately upon a student being expelled from the Charter School. The Charter School and the District shall extend full faith and credit to the suspension and expulsion of a student of the other, unless both parties agree in writing to a variance from this requirement.

4.9.1. The Charter School shall comply with all IDEA and 504 disciplinary requirements. For students with Individualized Education Programs, the Charter School shall notify the District special education representative of all in-school or out-of-school suspensions exceeding five days. The Charter School will supply necessary discipline data and fully participate in manifestation determination meetings conducted by the District representative for students with IEPs prior to the 10th day of removal. The Charter School shall follow 504 guidelines in conducting manifestation determination meetings for students with 504 plans.

4.10. **Education of Students with Disabilities.** The District and Charter School shall comply with all District policies and regulations and the requirements of federal and state laws concerning the education of children under the Individual with Disabilities Education Act ("IDEA"). Compliance by the Charter School includes, but is not limited to, the following:

4.10.1. The Charter School shall comply with all District policies regarding discipline of special education students.

4.10.2. The Charter School will admit students without regard to their status as special education students or the terms of their individualized education program (IEP).

4.10.3. The Charter School will immediately notify appropriate District personnel when the Charter School a student who is currently identified as a special education student or may need special education and related services. If, after a student is enrolled in and attending the Charter School, the Charter School suspects a student may be eligible for special education and related services under IDEA (Child Find), the Charter School shall promptly notify the District, and cooperate with the District if a Charter School student may need evaluation to determine eligibility for special education. Any student referred for a special education evaluation shall remain enrolled at the Charter School unless an IEP team determines that the Charter School cannot meet the student's level of support (placement).

4.10.4. The Individual Education Program (IEP) team is determined by federal and state law. The Charter School will have at least one certified classroom teacher of each enrolled special education student or serve on the IEP team. The IEP, eligibility or placement team must include a District representative and appropriate District specialists.

4.10.5. The student's IEP team will determine the appropriate educational program and placement for the student, whether in or out of the Charter School. The Charter School shall abide by the IEP team's decisions and implement the IEP as written. The Charter School shall not change the student's IEP, placement or eligibility without IEP team action.

4.10.6. The District will determine which services are best delivered by District employees. The Charter School will work closely with District staff to assist in the effective delivery of the services, including implementing all accommodations, and/or modifications specified on the student's IEP. The Charter School will educate and provide special education services to students with disabilities in the least restrictive environment possible. The Charter School will ensure that its staff has received special training when necessary for the delivery of special education services. District will provide Charter School with access to its trainings related to effective implementation of IDEA. In the event that the District contracts with the Charter School to provide special education services, the special education services will be funded as described in Section 6.2.3.

4.10.7. The District has the discretion to determine which specialized programs will be offered on site at the Charter School site.

4.10.8. Special education transportation will only be provided to a Charter School special education student if it is listed as a related service on the Charter School student's IEP. For students who reside outside of the district, special education transportation will be provided on an existing special education route within the 4J boundary to and from the charter school.

4.10.9. The Charter School shall provide substitutes for the Charter School staff who are required to attend IEP meetings or other meetings related to a Charter School special education student during the instructional day at the Charter School expense. The District shall pay the expense of the attendance of the Charter School staff attending the meeting during the instructional day.

4.11. **Section 504.** The Charter School shall comply with Section 504 of the Rehabilitation Act, which prohibits discrimination based on disability. If the Charter School does not suspect that

a student has a disability under the IDEA, but suspects that the student has a physical or mental impairment that substantially limits a major life activity, the Charter School is responsible for providing an assessment of the student. If the student is a “504 only” student, the Charter School is responsible for developing and implementing the 504 student accommodation plan. The Charter School may access the District’s 504 training opportunities. The Charter School shall:

- 4.11.1. Adopt and implement procedures for ensuring the school complies with Section 504, including the provision of a knowledgeable 504 team to make decisions about 504 plans. The team must include someone who is knowledgeable about the student, the evaluation data and accommodation options. The Charter School will reevaluate each student’s 504 plan at least annually.
- 4.11.2. Place 504 documents in the student’s educational record. The Charter School shall ensure accurate data including the 504 plan to appropriate District personnel to update Synergy. The District is not responsible for approving or reviewing the Charter School’s 504 plans, but it will add an alert in the student’s Synergy record.
- 4.11.3. Designate a building 504 coordinator; periodically check 504 reports for accuracy; participate in District training on 504 implementation; act as 504 case manager for Charter School students; serve as a point of contact at the school for questions about 504; provide information to employees, students and parents about 504 procedures and supports.
- 4.11.4. Provide grievance procedures as required by law.
- 4.11.5. Provide notices of nondiscrimination and notice of the Charter School’s 504 Coordinator, how to contact the Coordinator, the grievance procedures, and the statement of nondiscrimination. These notices are to be included in student/ parent handbooks and on the school website.

4.12. **Student Welfare and Safety.**

- 4.12.1. The Charter School shall comply with all applicable state and federal laws concerning student welfare, safety and health, including, without limitation, the reporting of child abuse, accident prevention and disaster response, and any local, state or federal regulations governing the operation of school facilities.
- 4.12.2. The Charter School is responsible for the reporting of sexual conduct, child abuse and neglect in accordance with state and federal law.
- 4.12.3. The Charter School shall immediately inform the District Liaison of any report regarding sexual conduct, child abuse and/or neglect.
- 4.12.4. The Charter School shall comply with state and federal law relating to drug administration to students.
- 4.12.5. The Charter School shall comply with OAR 548-020-0041, the Teacher Standards and Practices Commission requirements that the chief administrator report certain acts of gross neglect of duty by licensed staff.

4.13. **School Year; School Day; Hours of Operation.** The Charter School may be flexible in its calendar and in the scheduling of its daily activities, provided it conforms to any requirements of state law. However, the Charter School anticipates that its annual calendar will generally match the calendar of the District, and the Charter School may maintain a typical nine-month school year for its regular academic program. The number of instructional hours during each school year will comply with requirements of state law.

4.14. **Alternative Education Model.** Subject to applicable state law, federal law, and the terms of this Contract, the Charter School shall be allowed to promote and implement learning situations that are flexible with regard to environment, time, structure and pedagogy. If the Charter School determines to send a student to an alternative education program, the Charter School shall pay the full cost of such program. All such placements shall be approved in advance by the District.

4.15. **Interscholastic Activities**

4.15.1. As provided by ORS 339.460 and OAR 581-026-0700 to 581-026-0710, students enrolled in the Charter School may participate in interscholastic activities in the district in which they reside when certain requirements are met, the District may charge a fee for each such student. "Interscholastic activities" means those activities as defined in OAR 581-026-0005. The Charter School will pay the District five percent (5%) of the District's General Purpose Grant per ADMw as calculated under ORS 327.013, per fiscal year for each student who participates in one or more interscholastic activities. This amount will be due to the District by October 1 for fall activities, December 15 for winter activities and March 15 for spring activities.

4.15.2. The Charter School will also pay an additional five percent (5%) of the district's General Purpose Grant per ADMw as calculated under ORS 327.013 per course for each student participating in a course for credit towards high school graduation that is required for participation in the interscholastic activity. This amount will be paid to the District no later than thirty (30) days following the beginning of a grading period.

4.15.3. Charter School will provide information to the District that is necessary to determine a student's initial and ongoing eligibility. This may include attendance, disciplinary and academic records related to any requirements for participation in the interscholastic activity.

4.15.4. Charter School represents that it does not offer any interscholastic activities as defined in OAR 581-026-0005. Should Charter School offer interscholastic activities in the future, it will provide written notice to District.

5. **School Improvement Plan, Procedures for Corrective Action.**

5.1. The Charter School shall complete and submit to the District a School Improvement Plan by October 1 in each year of the Contract. The School Improvement Plan shall include student performance data, financial data, improvement goals, an action plan and a procedure for evaluating the Charter School's progress for meeting its goals and action plans. The School Improvement Plan will be updated annually, and reviewed and approved by the District as a part of the District's annual review of the Charter School.

5.2. As provided in OAR 581-026-0100(2)(c)-(d), the School Improvement Plan shall

establish the performance standards under which the Charter will be evaluated. It will include objective and verifiable measures of student achievement as the primary measure of school quality, and it shall define the sources of academic and other data that will form the evidence base for ongoing and renewal evaluation.

5.3. As provided in OAR 581-026-0100(2)(f), the Charter's goals shall be specific in nature and shall include clear, measurable performance standards so that the District and the Charter can assess the effectiveness of the Charter's mission-specific performance measure and metrics that credibly demonstrate the Charter's success in fulfilling its mission and serving its students.

5.4. If the Charter School fails to meet any performance goal set forth in its Plan for two consecutive years, a corrective action plan will be initiated.

5.4.1. The Charter School shall develop a detailed, specific plan to address the underperforming area(s), based on best practice, which will include a relevant professional development plan. The district will approve the plan.

5.4.2. The Charter will demonstrate progressive improvement on the corrective action plan, working with District staff to determine reasonable measures of assessment.

If, after these steps are completed and reasonable goals (as set with the Charter program director and District staff) are not met within an additional year from when the corrective action plan is developed, the District may begin the process of terminating the Charter School's operation as a public charter school under Section 8.6.1.a of this Contract.

6. **Financial Matters, Funding, Annual Budgets, Annual Audit.**

6.1. **No Tuition, Fees.** The Charter School will not charge tuition to students, except as may be allowed under ORS 339.155 or other applicable law. As noted in ORS 338.115, the following laws shall apply to the Charter School: ORS 339.141, ORS 339.147, and ORS 339.155. In accordance with state law, the Charter School may charge reasonable fees for the processing of applications, instructional materials, after-school programs, and student activities, those items described in ORS 339.155 and other items where not prohibited by applicable law. The Charter School shall waive all fees for indigent students in accordance with applicable federal and state law.

6.2. **Annual Funding.**

6.2.1. **Student Enrollment, Attendance Records.** In addition to the requirements of Section 4.9, the Charter School shall identify and count, and keep accurate records of, its number of enrolled students and their days present and absent; attendance; special education students; students eligible for and enrolled in an English as a Second Language program under ORS 336.079; and other data required in order to calculate average daily membership, weighted average daily membership (ADMw), and related terms necessary to determine funding under state law, particularly ORS 338.155 and 327.013.

6.2.2. **Calculating ADMw and Funding.**

(a) For each school year, the District shall provide funding to the Charter School in accordance with ORS 338.155(2), as that formula may be changed from time to

time, subject to any modifications made by the parties in this Contract. Until the law is changed or the parties otherwise agree by amendment of this Contract, the funding shall be the sum of the following subparagraphs (b) and (c).

(b) Funding related to elementary and middle school students shall be the product of (i) the District's "Charter Schools Rate (ORS 338.155); multiplied by (ii) the Charter School ADMw for elementary and middle school students (grades K-8); multiplied by (iii) 80%, and for high school students, multiplied by 95 %.

(c) State School Fund Grant payments by the District to the Charter School from July through April will be based on ADM projected by the Charter School as of November 15 in each year of the contract, as required below in Section 6.2.5. ADM will then be weighted according to the District's Adjusted Poverty Factor, by dividing the District's weighting for Students in Poverty by the District 's ADMr and multiplying that percentage by the Charter School ADMr.

(d) In May, State School Fund Grant payments by the District to the Charter School will be based on ADM projected by the District. This calculation will represent actual second quarter ADM for the Charter School, multiplied by the average of the difference in Charter School ADM from December to June for the two prior years in accordance with ORS 327.099.

(e) Adjustments to State School Fund payments by the District to the Charter School, to reflect final, actual ADMw and state resources, will be made in May of the subsequent year in accordance with ORS 327.101.

(f) In accordance with ORS 338.155(8), the District will send State School Fund Grant payments to the Charter School within 10 days after receiving payments from the State School Fund.

(g) In the event that the District terminates or does not renew the Contract with the Charter School, the final adjustment to the State School Fund payment by the District to the Charter School will be made in the last payment that is required by the terms of this Contract.

6.2.3. The funds from the Oregon Department of Education representing the Average Daily Membership weighted (ADMw) for special education for Charter School special education students shall be retained by the District.

6.2.4. **Title I.** The District shall provide to Charter School the appropriate Title I funds, if determined eligible by the District, using the same formula and allocation procedures as it does for District schools. The use of Title I funds shall be governed by federal regulations and District oversight.

6.2.5. **District Fees.** The District may charge fees to the Charter School to provide administrative and support services that are mutually agreed upon by the District and the Charter School on the basis of actual District cost of services. The District shall use the direct method, rather than the indirect method, of charging the District's grant administration for those grants administered by the District.

6.2.6. **Interscholastic Activities and Course Fees.** Fees for student participation in interscholastic activities, and any credit courses towards high school graduation required for such participation shall be as provided in Section 4.15 – Interscholastic Activities. Student participation in any other course shall be mutually agreed upon, and tuition paid by the Charter School based on the prorated amount of the annual tuition charged by the District for nonresident students.

6.2.7. **Reports to District.** The Charter School shall provide the District with current student data as required in Sections 6.2.1 to 6.2.3, for each school year, through the District's Student Information System. The Charter School shall provide three-year enrollment and ADMr projections, not to exceed 100 students as described in Section 4.1 to the District by November 15 of each year of the Contract. Nothing in this section shall limit the District's right to require additional relevant reports as necessary for the District to meet its duties imposed by law.

6.2.8. **End of State Funding.** The financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the State of Oregon, and the District has no obligation to fund Charter School operations if State funding does not occur.

6.3. **Budgets, Financial and Cash Flow Projections: Financial Reporting.**

6.3.1. On or before January 31 of each year of the charter contract, the Charter School shall submit to the District its proposed budget for the following school year and three-year financial and cash flow projections, so that the District can review them as part of its consideration of the Charter School's financial stability. Annual budgets must be revised by October 15 to reflect actual state funding and enrollment levels for the year. The Charter School shall be responsible for all costs associated with school operations, including the costs of subcontracting for goods and services, except as expressly provided in this Contract.

6.3.2. The Charter School must provide to the District a balance sheet, a statement of revenues and expenditures for the quarter ended, a statement of revenues and expenditures year-to-date, and a Budget Projection Summary in a format provided by the District. Financial reports must be provided on a quarterly basis, by the 30th day of October, January, April and July of each year of the contract. Financial reports must show the results of all operations and transactions affecting the financial status of the Charter School and reflect all funds, including grants, with separate reports for each fund. The District reserves the right to request additional financial reports and projections on an as-needed basis.

6.4. **Fiscal Agent.** The Charter School shall act as its own fiscal agent.

6.5. **Fiscal Year.** The fiscal year of the Charter School shall begin on July 1 of each year and end on June 30 of the subsequent year.

6.6. **Financial Records, Audits and Accounting Reports.** The Charter School shall maintain and retain appropriate financial records in accordance with all applicable federal and state laws. In accordance with ORS 338.095(2), in each year of the charter contract, the Charter School shall have a fiscal year-end audit of the accounts of the Charter School. The audit shall

be prepared in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.990 in the governmental model and conducted by an auditor licensed to perform municipal audits. The Charter School shall submit the fiscal year-end audit to the District by October 15th, of each year. The fiscal year-end audit shall also be forwarded by the Charter School to the State Board of Education and the Department of Education.

6.7. **Financial Management.** The Charter School, through its Board of Directors, shall be fiscally responsible for its own operations within the limitations of any funding provided by the District and other revenue derived by the Charter School, and shall maintain a sound financial management system, as required in ORS 338.065.

6.7.1. The Charter School must prepare its financial statements in conformity with Generally Accepted Accounting Principles (GAAP) and shall comply in all instances with applicable governmental accounting and reporting requirements.

6.7.2. The Charter School must maintain and implement sound financial practices as defined by law and administrative rule. At a minimum, the practices must include:

(a) Procedures reflecting cash management, investment practices and financial reporting;

(b) Balance sheets reflecting a summary the Charter School's assets and liabilities; and

(c) Segregation of duties of those providing reports.

6.8. **Other Sources of Funds for Charter School; Fund Raising.** In addition to the funding under Section 6.2, the Charter School may accept gifts, donations, grants and loans, including those described in ORS 338.155(9).

6.8.1. The Charter School shall comply with all state and federal laws regarding reporting of charitable contributions. The Charter School shall record all gifts, donations, loans, and grants in the financial records required in Section 6.6.

6.8.2. As provided in ORS 338.125(10), the Charter School may conduct fund-raising activities, but shall not require a student to participate in fund-raising activities as a condition of admission to the Charter School.

7. **Building and Facilities.** The Charter School shall have the responsibility for its buildings and facilities unless otherwise agreed to in a lease.

8. **Governance and Operation.**

8.1. **Corporate Status; Governing Board.**

8.1.1. The Charter School will remain an Oregon nonprofit corporation throughout the term of this Contract (including extensions and renewals). The Charter School will conduct operations as set forth in this Contract and in accordance with the Charter School's Bylaws.

8.1.2. The Charter School shall operate in accordance with its Articles of Incorporation and Bylaws. If the Charter School makes any changes to its Articles of Incorporation or Bylaws, within thirty (30) days thereafter it will give copies of the changes to the District. If the District believes that any such changes violate either this Contract or state or federal law, it will so notify the Charter School. If the Charter School agrees, it will make necessary changes to the Articles or Bylaws to conform to this Contract or the applicable law; if the parties do not agree, the matter will be resolved under dispute provisions of this Contract.

8.1.3. The size of the Board may vary from time to time, in accordance with the Bylaws and applicable law. The Board may elect Board members who are parents of Charter School students or other individuals providing support to the Charter School.

8.2. **Public Meetings and Public Records.** The Charter School and its Board of Directors, when acting as the Governing Body of the Charter School, will be subject to the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.690, and Oregon Public Records Law, ORS 192.410 to 192.505.

8.3. **Operational Powers and Responsibilities.** Subject to applicable federal and state laws and any restrictions in this Contract, the Charter School shall have the authority to exercise independently all powers granted to nonprofit corporations and charter schools under Oregon law. The Board will have overall responsibility for the Charter School, including adopting goals and policies, ensuring compliance with applicable laws and this Contract, overseeing financial management, assessing performance, and hiring and overseeing the school's employees. In accordance with the goals, policies and directives adopted by the Board, the Charter School Board will oversee day-to-day operations, including financial, operational, personnel, and disciplinary functions.

8.4. **Third-Party Contracts; Contracts with District.** The Charter School shall not enter into any contract for comprehensive school management services to be performed in substantial part by an entity not a party to this Contract without prior District approval. The parties may elect to enter into additional agreements between them including, without limitation, agreements whereby the District will provide certain services to the Charter School.

8.5. **Annual Report and Review.**

8.5.1. The Charter School will submit an annual report to the District and to the State Board of Education in accordance with ORS 338.095(2) on the performance of the Charter School and its students. This report will include information necessary to make a determination of compliance with the requirements of ORS Chapter 338, including the following:

- (a) Summary data on the progress toward meeting its academic goals and objectives, such as the assessment information described in Section 4.3.
- (b) Attendance and student discipline information.
- (c) Parental involvement and surveys results relating to student and parental satisfaction.

- (d) The audit required under Section 6.6.
- (e) Evidence of insurance policies required under Section 10.1.
- (f) Evidence of compliance with Section 9.1 on Staff Qualifications.
- (g) New policies adopted by the Charter School Board that have not previously been given to the District and an outline of new policies, if any, that the Board intends to consider adopting in the following school year.
- (h) Evidence of compliance with Section 6.7 on Financial Management.
- (i) Other information as requested by the District and in accordance with state and federal requirements.

8.5.2. The specific contents of the report may change from time to time as the parties consider which types of data and measurements are most useful.

8.5.3. The District will conduct an annual review of Charter School performance which includes a site visit and an evaluation of the annual report submitted by the Charter School.

8.5.4. In addition to any required reports under this Contract, in furtherance of the District's oversight requirements under the law and this Contract, the Charter School will produce for inspection any documents or information requested by the District within 10 days of that request.

8.6. Termination.

8.6.1. To the extent allowed by ORS Chapter 338, the District may revoke the charter and terminate this Contract on any of the following grounds:

- (a) Violation of or failure to meet and sustain any terms of this Contract.
- (b) Failure to meet the requirements for student performance stated in this Contract.
- (c) Failure to correct any violation of a federal or state law that is described in ORS 338.115.
- (d) Failure to maintain insurance as required by this Contract.
- (e) Failure to maintain financial stability.
- (f) Failure to maintain, for one or more consecutive years, a sound financial management system.
- (g) Endangerment of the health or safety of students.

8.6.2. Before executing the obligations and rights of termination in the manner

described by ORS 338.105, the parties agree to first make a good faith attempt to resolve any dispute otherwise leading to termination in the following manner.

(a) The party with a concern about the other party's compliance with the Contract will notify the other party in writing of the concern.

(b) The responding party shall submit a written response to the concern within fifteen (15) days of the receipt of the notice of concern.

(c) If the parties are unable to agree in good faith on a resolution of the concern within fifteen (15) days of the response to the notice of concern, the termination provisions contained in ORS 338.105 may proceed.

(d) The time frames set forth in sections (b) and (c) of this section may be extended by mutual agreement of the parties.

8.6.3. In executing the obligations and rights of termination under ORS 338.105 for any of the reasons stated in Section 8.6.1(a) through 8.6.1(f), the District shall provide sixty (60) days prior written notice of its intent to terminate this Contract. The notice will state the grounds for termination and will be delivered to the business office of the Charter School.

(a) The Charter School may request a hearing from the District Board on the termination of the Contract. The request shall be in writing and delivered to the superintendent's office of the District. The District shall hold a hearing within 30 days of receiving the request. In order to conduct this hearing prior to the intended date of termination, the Charter School shall provide its request for a hearing more than 30 days before the anticipated date of termination.

(b) At the hearing, the Charter School may respond to the allegations in the District's written notification by offering documentary evidence and oral argument. The District bears the burden of proving the allegations in the written notification by a preponderance of the evidence. The Charter School has the burden of proof for any affirmative defense to the allegations by a preponderance of the evidence. The District Board shall make its decision at a public meeting. The District Board's decision may only be appealed to the State Board of Education according to ORS 338.105.

8.6.4. The dispute resolution process in Section 8.6.2 shall not be required prior to the exercise of any contractual right of either party under this Contract, except the right of termination under Section 8.6.3. If mutually agreed upon, the parties may use mediation services to resolve any disputes that may arise under this Contract; provided, however, that the termination of this Contract shall at all times remain subject to the provisions above.

8.6.5. The District reserves the right, without exhausting the procedures in Sections 8.6.2 and 8.6.3, to terminate the Contract immediately and close the Charter School for the endangerment of the health and safety of students, per Section 8.6.1(g) and ORS Chapter 338. If the Charter School is closed due to health or safety concerns, it may request a hearing by the Board of Directors, and the District shall provide the Charter School with the opportunity for a hearing on the termination within ten (10) days of receiving the

request.

8.6.6. The Charter School may only terminate the Contract, dissolve or close the Charter School at the end of a semester. The Charter School shall notify the District in writing at least 180 days prior to the proposed effective date of termination, dissolution or closure of the Charter School.

9. **Employment Matters.**

9.1. **Staff Qualifications.** The administrator of the Charter School shall be licensed or registered to administer by the Teacher Standards and Practices Commission. At least one-half of the total full-time equivalent (FTE) teaching and administrative staff of the Charter School and all its subcontractors shall be licensed in accordance with ORS 342.125. For any individual hired as a teacher in the Charter School, the Charter School shall provide the District with evidence of certification or other qualification within 60 days after the individual's initial date of hire.

9.1.1. The Charter School must provide the District with evidence of fingerprinting and background checks as confirmed by the Oregon Department of Education within 60 days of the individual's initial date of hire.

9.1.2. All teachers and paraprofessionals employed by the Charter School shall also comply with the highly qualified requirements for licensed and classified staff members as required by state and federal law.

9.2. **The Charter School as the Employer.** All provisions of this Section 9 of this Contract are subject to state and federal laws and applicable collective bargaining agreements, if any. The District shall not be the employer of any employees of the Charter School. The Charter School will be the employer of the staff at the Charter School. The Charter School will control the selection of employees.

9.3. **Staff Hiring.**

9.3.1. The Charter School's governing board, in its sole discretion, has complete authority to hire, evaluate, promote, discipline, supervise, and terminate Charter School employees, and to set all terms and conditions of employment, including all decisions regarding compensation and benefits. The Charter School will be responsible for providing substitutes for all Charter School teachers.

9.3.2. For any employee of the District who chooses to work for the Charter School, any leave of absence from the District will be governed by ORS 338.135.

9.3.3. Licensed and classified staff and other employees of the Charter School will not be included in the District's respective bargaining units. Employee membership in a labor organization and collective bargaining shall be governed by ORS 338.135.

9.3.4. The Charter School shall participate in the Public Employees Retirement System to the extent required by law.

9.4. **Employee Records.** The Charter School shall be responsible for requiring its

subcontractors to establish and maintain personnel records for its employees, and for the maintenance, retention and disclosure of employee records, all in compliance with all applicable federal and state laws, and the right of the District to inspect such records. The Charter School and its subcontractors shall meet any and all reporting obligations to the Teacher Standards and Practices Commission ("TSPC") regarding its employees.

9.5. **Criminal Records Checks.** ORS 181A.195, 338.115(1)(h), 326.603, 326.607, 342.223, and 342.232 (relating to criminal records checks), shall apply to the Charter School. Neither the Charter School nor its subcontractors, if any, shall knowingly employ an individual or allow an individual to have unsupervised access with a student, for whom a criminal background investigation has not been initiated or who has been convicted of an offense that would preclude that individual from working in a public school in Oregon. No later than October 15th of each school year that the Charter School is in operation under this Contract, the Charter School shall provide to the District a list containing the names and job positions of all employees of the Charter School and its subcontractors. Such list shall also indicate for each employee the date of initiation of the criminal background investigation required by Oregon law.

9.6. **Employment Nondiscrimination Policy.** The Charter School will maintain in effect the Charter School's employment nondiscrimination policy and its complaint procedure.

10. **Insurance and Legal Liabilities.**

10.1. **Insurance.**

10.1.1. The Charter School shall, at its own expense, secure and retain and provide proof of the following insurance and in the amounts not less than those set forth below:

(a) Property insurance, as required under the lease or other agreement for the facility where the Charter School is located.

(b) Commercial and general liability insurance, \$2,000,000 combined single limit per occurrence/\$3,000,000 general annual aggregate.

(c) Automobile liability insurance (if the Charter School owns any vehicles), \$1,000,000.

(d) Workers' compensation insurance as required by the State of Oregon.

(e) Employee Dishonesty Insurance, \$100,000.

(f) Child abuse and molestation, \$1,000,000.

10.1.2. As part of its annual report under Section 8.5, and at any time thereafter upon request of the District, the Charter School shall provide the District with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts set forth herein. All such insurance policies shall contain a provision requiring notice to the District, at least 30 days in advance, of any material change, non-renewal or termination to the attention of the Superintendent of the District.

10.2. **Compliance with Laws; Non-Exemption from Certain Laws.** The Charter School will comply with all applicable federal, state, and local laws and regulations (including Oregon Administrative Rules developed by the Oregon Department of Education regarding charter schools). As provided in ORS 338.115(1), although statutes and rules that apply to school district boards, school districts or other public schools shall generally not apply to the Charter School, the following laws shall apply to the Charter School:

- (a) Federal law;
- (b) ORS 30.260 to 30.300 (tort claims);
- (c) ORS 192.410 to 192.505 (public records law);
- (d) ORS 192.610 to 192.690 (public meetings law);
- (e) ORS chapters 279A, 2798 and 279C (Public Contracting Code);
- (f) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law);
- (g) ORS 326.565, 326.575 and 326.580 (student records)
- (h) ORS 181A.195, 326.603, 326.607, 342.223 and 342.232 (criminal records checks);
- (i) ORS 329.045 (Academic Content Standards and Instruction);
- (j) ORS 329.451 (high school diploma, modified diploma, extended diploma and alternative certificate);
- (k) ORS 329.496 (physical education);
- (l) The statewide assessment system developed by the Department of Education for mathematics, science and English under ORS 329.485(2);
- (m) ORS 337.150 (Textbooks);
- (n) ORS 336.840 (use of personal electronic devices);
- (o) ORS 339.119 (consideration for educational services);
- (p) ORS 339.141, 339.147 and 339.155 (tuition and fees);
- (q) ORS 339.250(9) (prohibition of infliction of corporal punishment);
- (r) ORS 339.326 (notice concerning students subject to juvenile court petitions);
- (s) ORS 339.370, 339.372, 339.388 and 339.400 (reporting of child abuse and sexual conduct and training on prevention and identification of abuse and sexual conduct);
- (t) ORS 342.856 (core teaching standards);
- (u) ORS Chapter 657 (Employment Department Law);
- (v) ORS 659.850, 659.855 and 659.860 (discrimination);
- (w) Any statute or rule that establishes requirements for instructional time provided by a school during each day or during a year;
- (x) Statutes and rules that expressly apply to public charter schools;
- (y) Statutes and rules that apply to a special government body, as defined in ORS 174.117, or a public body, as defined in ORS 174.109
- (z) Health and safety statutes and rules;
- (aa) Any statute or rule that is listed in the charter; and
- (bb) ORS Chapter 338.

10.3. **Waiver.** As provided in ORS 338.025(2), the Charter School may apply to the State Board of Education to grant a waiver of certain provisions of ORS Chapter 338 if the waiver promotes the development of programs by providers, enhances the equitable access by underserved families to the public education of their choice, extends the equitable access to public support by all students or permits high quality programs of unusual cost. The Charter School shall give the District a copy of any application for a waiver promptly after submitting

it and shall give the District a copy of any grant of a waiver promptly after receiving it.

10.4. **School and District Policies.** The Charter School shall comply with District Board Policy LBE as applicable and shall adopt policies as may be required by law and may in its discretion adopt other policies governing operation of the Charter School and may amend its policies from time to time. The Charter School shall make such policies and amendments available for review at the District's request.

10.5. **Full Faith and Credit.** The Charter School agrees that it shall not extend the full faith and credit of the District to any third person or entity. The Charter School acknowledges and agrees that it has no authority to enter into a contract that would bind the District. The Charter School's governing board has the authority to approve contracts to which the Charter School is a party, subject to the requirements and limitations of the Oregon Constitution, state law and provisions of this Contract.

10.6. **Indemnification.** Each of the parties hereto will, to the fullest extent of the law, defend, indemnify, hold harmless, and reimburse the other from all claims, demands, suits, actions, penalties, damage expenses for liability of any kind, including attorney's fees, resulting from the conduct of that party in the performance, or non-performance, of its obligations under the terms of this Contract.

10.7. **District Disclaimer of Liability.** The parties to this Contract expressly acknowledge that the Charter School is not operating as an agent, or under the direction and control, of the District Board except as required by law or this Contract, and that the District Board assumes no liability for any loss or injury resulting from:

10.7.1. The acts or omissions of the Charter School, its governing Board, trustees, agents or employees;

10.7.2. The use and occupancy of the building occupied by the Charter School or any matter in connection with the condition of such building; or

10.7.3. Any debt or contractual obligation incurred by the Charter School.

10.8. **ADA/504 Obligations.** The Charter School acknowledges that it is legally responsible to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and ORS Chapter 659 with respect to its students, staff and patrons. The Charter School shall indemnify and hold harmless the District from claims under these statutes.

10.9. **Transportation.** The District is not responsible for providing transportation by bus or otherwise of any students to the Charter School. However, the District will allow Charter School students to ride on District buses to and from the Charter School on existing District routes to the extent seats are available for Charter School students. The District will give the Charter School notice if a bus on a particular route has consistently become too full to transport Charter School students so that parents have time to make other arrangements.

11. **Miscellaneous Provisions.**

11.1. **Entire Agreement.** This Contract contains all terms, conditions and provisions hereof and the entire understanding and all representations of understandings and discussions of the

parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded and canceled by this Contract.

11.2. **Governing Law**. This Contract shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflict of law provisions.

11.3. **Assignment**. Except for contracts with the local educational organizations that were identified by the Charter School in its Application, and additional subcontracts approved by the District, in writing, the Charter School shall not, under any circumstances, assign, delegate or contract with any entity to provide the educational program described in this Contract and the attached Exhibits, it being expressly understood that the charter granted by this Contract to operate the educational program runs solely and exclusively to the Charter School.

11.4. **Terms and Conditions of Application**. The parties to this Contract agree that the Application referred to in the Recitals sets forth the overall goals, standards and general operational policies of the Charter School, and that the Application is not a complete statement of each detail of the Charter School's operation. To the extent that the Charter School desires to implement specific policies, procedures or other specific terms of operation that supplement or otherwise depart from those in the Application, the Charter School shall be permitted to implement such policies, procedures and specific terms of operation, provided that such policies, procedures and terms of operation are consistent with the goals, standards and general operational policies set forth in the Application, this Contract and ORS Chapter 338.

11.5. **Conflict between Application and Contract**. The parties agree and acknowledge that should there be a conflict between any provision of this Contract and the Application, the Contract provision(s) shall supersede any provision contained in the application. The parties further agree and intend that the provisions of ORS 338.005 through ORS 338.185, now or as amended, strictly apply to and are incorporated into this Contract and shall supersede and control any conflicting language contained in the Contract.

11.6. **District Liaison**. The District shall designate for purposes of this Contract the District Superintendent, or his/her designee, as the official District Liaison between the District and the Charter School.

11.7. **Amendment**. This Contract may be modified or amended only by written agreement between the Charter School and the District.

11.8. **Notice**. Any notice required, or permitted, under this Contract, shall be in writing and shall be effective (a) upon personal delivery (subject to verification of service or acknowledgment of receipt) or (b) three (3) days after mailing when sent by certified mail, postage prepaid, to the person and address designated on the signature page of this Contract for receipt of notices. Should these addresses change, the parties agree to notify the other party within ten (10) days of the address change.

11.9. **No Waiver**. The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or to be taken to constitute a waiver of any succeeding or other breach.

11.10. **Severability**. If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of this Contract shall remain in effect, unless otherwise

terminated by one or both of the parties in accordance with the terms of this Contract.

11.11. **Delegation.** The parties agree and acknowledge that with regard to this Contract between the District and the Charter School, the functions and powers of the District Board may be exercised by the District Liaison, provided that any ultimate decision regarding renewal, non renewal or termination of this Contract be made only by the District Board.

11.12. **Prior Actions.** It is expressly agreed and understood that as a condition precedent to this Contract becoming effective on the effective date specified above in Section 2, the Charter School shall have taken, completed and satisfied on or before the date specified herein any action or obligation which is required to be completed before such effective date, and failure to do so unless an extension has been agreed upon by the parties shall constitute grounds for the District to declare this Contract null and void.

11.13. **Attorney Fees.** If any suit, action or arbitration is commenced or instituted to interpret or enforce the terms of this Contract, to exercise any remedy on account of a default, or otherwise relating to the provisions of this Contract, the prevailing party or non-defaulting party shall be entitled to recover from the losing or defaulting party its reasonable attorney fees and costs, in addition to all other sums provided by law, at trials or arbitration and any appeals. Such sums shall be determined by the court or arbitrator.

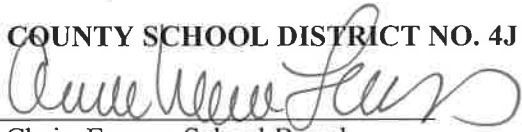
11.14. **Definitions.** For purpose of this Contract, "business day" means a day in which the District administrative offices are open. "Business day" does not include (a) Saturdays, (b) Sundays, (c) official state holidays listed in ORS 336.010, (d) federal holidays, (e) any day(s) in which the administrative office is closed due to inclement weather, or (f) any day that the District administrative office is closed due to action taken by, or ordered to be closed by, the District Board of Directors or their designee, any instrumentality of the City of Eugene, any instrumentality of Lane County, the State of Oregon or federal government.

11.15. **Authority to Enter Into Contract.** The Charter School expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Contract on behalf of the Charter School and that the Board of Directors of the Charter School has duly approved this Contract. The Charter School shall provide a copy of its written resolution authorizing the Charter School to enter into this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

LANE COUNTY SCHOOL DISTRICT NO. 4J

By: _____


Chair, Eugene School Board

Address for Notice Purposes:

Attention: Superintendent
Lane County School District No. 4J
200 North Monroe Street
Eugene, OR 97402

Twin Rivers Charter School

By: 

Title: JEFF PARKER EXECUTIVE DIRECTOR

2621 Augusta Street
Eugene, OR 97304

Twin Rivers Charter School Renewal

December 15, 2021

Charter Renewal Process

Charter School Renewal from LBE-AR

Charter School Renewal

- a. The first renewal of a charter shall be for the same time period as the initial charter. **Subsequent renewals of a charter shall be for a minimum of 5 years but may not exceed 10 years.**
- b. The Board and the public charter school shall follow the timeline listed below, unless a different timeline has been agreed upon by the Board and the public charter school:
 - (1) The public charter school shall submit a written renewal request to the Board for consideration at least 180 days prior to the expiration of the charter;
 - (2) Within 45 days after receiving a written renewal request from a public charter school, the Board shall hold a public hearing regarding the renewal request;
 - (3) Within 30 days after the public hearing, the Board shall approve the charter renewal or state in writing the reasons for denying charter renewal;

Charter School Renewal from LBE-AR

(4) If the Board approves the charter renewal, the Board and the public charter school shall negotiate a new charter within 90 days unless the Board and the public charter school agree to an extension of the time period. Notwithstanding the time period specified in the charter, an expiring charter shall remain in effect until a new charter is negotiated;

(5) If the Board does not renew the charter, the public charter school may address the reasons stated for denial of the renewal and any remedial measures suggested by the Board and submit a revised request for renewal to the Board;

(6) If the Board does not renew the charter based on the revised request for renewal or the parties do not negotiate a charter contract within the timeline established in this policy, the public charter school may appeal the Board's decision to the State Board of Education for a review of whether the Board used the process required by Oregon law in denying the charter renewal.

Charter School Renewal from LBE-AR

(7) The Board shall base the charter renewal decision on a good faith evaluation of whether the public charter school:

(a) Is in compliance with all applicable state and federal laws;

(b) Is in compliance with the charter of the public charter school;

(c) Is meeting or working toward meeting the student performance goals and agreements specified in the charter or any other written agreements between the Board and the public charter school;

(d) Is fiscally stable and used the sound financial management system described in the proposal submitted under ORS 338.045 and incorporated into the written charter agreement; and

(e) Is in compliance with any renewal criteria specified in the charter of the public charter school.

(8) The Board shall base the renewal evaluation described above primarily on a review of the public charter school's annual performance reports, annual audit of accounts and annual site visit and review and any other information mutually agreed upon by the public charter school and the Board;

(9) For purposes of this section, the phrase "good faith evaluation" means an evaluation of all criteria required by this section resulting in a conclusion that a reasonable person would come to who is informed of the law and the facts before that person.

Twin Rivers Renewal

Board Packet Contains the following items in regards to the renewal:

- Twin Rivers Renewal - Item for Future Action
- Renewal request letter from the Twin Rivers Charter School
- The 2020-21 Annual Review for the Twin Rivers Charter School
- The 2020-21 Twin Rivers Charter School Improvement Plan
- The Twin Rivers Charter School 2020-21 State Report Card 197
- Charter contract, dated July 1, 2019

Twin Rivers Background

- Initial approval for charter was in March 2016 for 3 years
- Renewal request approved in January 2019 for 3 years
- Renewal request for 5 years pursuant to ORS Chapter 338.065(4) made on Nov 2, 2021

Twin Rivers General Overview

Twin Rivers Charter School, part of Northwest Youth Corps, is a public school chartered by the Eugene 4J School District. We serve students from 8th to 12th grade who are looking to get outside of the typical classrooms, typical schools, and typical definitions of success.

WE GO FARTHER

Whether we're camping under the stars, preparing our own farm-to-table school lunches, clearing trails from storm damage, or searching for Bigfoot, we do things differently at Twin Rivers.

If we are studying it, we want to go stand on it, feel it, smell it, experience it to its fullest. That's how we think our students learn best.

This approach allows us to dig deeper into our academic learning and take our understanding farther than we thought possible.

Grades: 8-13

Enrollment: 43 students

Demographics:

- Hispanic: 6.9%
- Multiracial: 6.9%
- White: 79%
- Asian: 4.6%
- Native Hawaiian/PI: 0%
- Black: 0%
- American Indian: 2.3%
- Non-US Native American: 0%
- IEP: 23%
- 504: 11.6%

Twin Rivers Review

Enrollment History (Oct 1)

Note the increase for 2021-22 school year.

The high increase in the lower grades indicates a shift to a continuing increase in enrollment in the future.

YEAR	G8	G9	G10	G11	G12	TOTAL
2021	7	11	14	8	9	49
2020	2	4	5	7	19	37
2019	0	6	6	15	16	43
2018	0	2	8	16	9	35
2017	0	4	8	9	16	37
2016	3	6	11	16	5	41
AVERAGE	2.0	5.5	8.7	11.8	12.3	40.3

Twin Rivers Review - Renewal Criteria & Findings

Performance in relation to representations made at the time of existing charter was approved.

Twin Rivers Charter School continues to perform in alignment with its charter vision.

The school performs well in relation to the mission and philosophy of their charter. Twin Rivers Charter School has had areas of commendation each year of the Annual Reviews and works to implement changes and improvements based on the needs of its students, staff, and community.

Areas of concern:

- *The review team finds that the opportunities for students to complete coursework that is aligned with state standards in ELA and Math comparable to other 4J high schools as stated in the charter proposal are not currently available*
- *Enrollment numbers below projections from original charter request.*

Twin Rivers Review - Renewal Criteria & Findings

Compliance with all applicable state and federal laws

Based on information available to 4J staff, it appears that the school is operating in compliance most applicable state and federal law except one area.

- *Area of Concern: Teacher licensure - . In accordance with ORS 338.135(7)(c), “at least one-half of the total full-time equivalent (FTE) teaching and administrative staff at the public charter school shall be licensed by the commission pursuant to ORGS 342.125.” While Twin Rivers was in compliance with this provision in the 2020-21 school year, they are not in compliance this year with only 1 of 5 FTE currently licensed by TSPC.*

Twin Rivers Review - Renewal Criteria & Findings

Compliance with the existing charter contract between the public charter school and the district and any other written agreements between the Board and the public charter school.

The Twin Rivers Charter School was in compliance with all provisions of its charter school contract at the end of the 2020-21 school year.

Twin Rivers Review - Renewal Criteria & Findings

Satisfactory response to requests or requirements made by the district in relation to annual reviews

The school has responded satisfactorily to the district and provided the required information for annual reviews, although not always in a timely fashion.

- *Area of Concern: In the 2019-20 annual review a continuation of contract was recommended with an expectation of compliance on recommendations and/or requirements in the review. These recommendations included the following item that has not yet been followed:*

The School Improvement Plan should more clearly identify academic program goals that are set in measurable terms, particularly for Math and ELA. While this should include OSAS as one means of ²⁰⁴ measuring progress, other formative assessments should be used and tracked to predict performance on summative measures that will, in turn, lead to improved graduation rates.

Twin Rivers Review - Renewal Criteria & Findings

Meeting or working toward meeting the student performance goals and agreements specified in the charter or any other written agreements between the district and the public charter school

The Twin Rivers Charter School submitted their Review of the 2020-21 School Improvement Plan as well as their School Improvement Plan 2021-22. The district's 2020-21 annual review found that the Twin Rivers Charter School has made progress toward each of their goals. However, the goals that have been submitted are not directly related to achievement in specific academic areas such as Math and ELA as recommended in their last annual review.

Areas of Concern:

- *Recruitment and retention of licensed staff: Faculty turnover and licensing is a continued concern.* 205
- *Curriculum and assessments: Lack of a comprehensive curriculum aligned to all required state standards and lack of systems in place to diagnose student academic levels in reading and math.*
- *Special Education: Twin Rivers currently has 23% of its student population identified as needing special education services. In 2019-20, 50% of special education students graduated on time.*

Twin Rivers Review - Renewal Criteria & Findings

Fiscal stability and a sound financial management system

Enrollment at Twin Rivers has not grown at the rate projected in their charter application to the District. Even at 2019-20 enrollment levels, State School Fund and Local Option Levy payments are not sufficient to support the charter school. However, if enrollment growth continues with the conclusion of the pandemic Twin Rivers will be able to make steady progress toward self-sufficiency.

In conclusion, Twin Rivers is not yet financially viable as a stand-alone entity and cannot function without continued and substantial support from Northwest Youth Corps, but we are seeing progress toward self-sufficiency and financial stability.

Twin Rivers Review - Renewal Criteria & Findings

Compliance with any renewal criteria specified in the charter of the public charter school

Whereas there are no additional renewal criteria specified in the current charter, the Twin River Charter School shall negotiate a new charter with district staff within 90 days if granted approval of their renewal request. Any changes to the charter would follow all federal, state, and district requirements.

Superintendent Recommendation

Board Goals

The charter school renewal recommendation addresses the board approved Vision 20/20 goals of providing multiple pathways for student success and addressing providing equitable student access and outcomes.

In addition, this recommendation supports the board's long-standing commitment to school choice.

Finally, it reflects the engagement of district stakeholders in supporting our students and schools.

Superintendent Recommendation

The superintendent recommends the renewal of the Twin Rivers Charter School for five years, contingent upon the successful negotiation of a contract. The contract will stipulate that Twin Rivers will have an annual high stakes review based on performance standards that address the following areas:

- o Student performance
- o Curriculum and assessment
- o Enrollment
- o Attendance
- o Staff licensure
- o Financial stability

Next Steps

Timeline

January 12, 2021 - Board Meeting

- Public Hearing - Comments by Twin Rivers
- Action Item - Decision to determine whether or not to renew Twin Rivers

Charter for 5 years.



ITEM FOR ACTION AT A FUTURE MEETING (First Read)

Date of Meeting

December 15, 2021

Title

Approve the 2021–22 Superintendent Evaluation Process

Presenter

Judy Newman, Board Chair

Description

Board Policy CBG, Evaluation of the Superintendent, states

“The board will evaluate the superintendent at least annually as per the timelines set forth in the superintendent’s employment contract. The evaluation will be based on the job duties described in the superintendent’s contract, board policy and progress in attaining any goals for the year established by the board and/or superintendent.

The board will establish goals for the superintendent, to be evaluated annually. Such goals, and any additional criteria for the superintendent’s evaluation will be developed and approved in a board meeting open to the public.

The board’s discussion and conference with and about the superintendent and his/her performance will be in executive session, unless the superintendent requests that it be done in open session. Such an executive session will not include a general evaluation of any district goal, objective or operation.

Results of the evaluation will be written and placed in the superintendent’s personnel file”.

The time invested in providing meaningful feedback in the assessment of the superintendent’s performance, and the progress made in meeting the goals specified by the board for the superintendent, is critical to the success of the district.

The evaluation provides the opportunity for the board to assess the district’s progress.

Recommendation:

The recommendation is that the board approve the 2021-22 Superintendent Evaluation Process.

EUGENE SCHOOL DISTRICT 4J
Superintendent Evaluation Process
2021-2022 School Year • Overview and Process

Introduction

Board Policy CBG, Evaluation of the Superintendent, states:

“The board will formally evaluate the superintendent’s job performance at least annually as per the timelines set forth in the superintendent’s employment contract. The evaluation will be based on the job duties described in the superintendent’s contract, board policy and progress in attaining any goals for the year established by the board and/or superintendent.

The board will establish goals for the superintendent, to be evaluated annually. Such goals, and any additional criteria for the superintendent’s evaluation, will be developed and approved in a board meeting open to the public. The superintendent will be notified of the additional criteria prior to the evaluation.

*The board’s discussions and conferences with and about the superintendent and his/her performance will be conducted in executive session, unless the superintendent requests a session open to the public. Such an executive session will not include a general evaluation of any district goal, objective or operation. Results of the evaluation will be written and placed in the superintendent’s personnel file.” **

If services are deemed to be unsatisfactory, the superintendent shall be notified in writing of specific areas to be remedied and shall be given an opportunity to correct these problems. If performance continues to be unsatisfactory, the board may dismiss the superintendent pursuant to the employment contract with the superintendent and law.

The time invested in providing meaningful feedback in the assessment of the superintendent’s performance, and the progress made in meeting the goals specified by the board for the superintendent, is critical to the success of the district. The evaluation provides the opportunity for the board to assess the district’s progress. Included is the superintendent’s assessment and self-evaluation of progress made toward accomplishing district priorities.

In order to enhance alignment with the strategic plan, Vision 20/20, the evaluation of the superintendent will be based upon the major goals of that plan. These are:

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

In addition, the job of the superintendent includes administrative components and while these are not specifically identified in the Vision 20/20 Strategic Plan, several critical administrative functions also serve as criteria in the overall assessment of the performance of the superintendent. These have been added as a sixth area under the general heading of “Administrative Performance.”

**Refer to Board Policies CBA, CBB, CBC for more details on qualifications, hiring, and evaluation of the superintendent. A review of the current contract between the superintendent and the school district may also be helpful as a precursor for board members.*

EUGENE SCHOOL DISTRICT 4J
Superintendent Evaluation Process
2021-2022 School Year • Overview and Process

Process

Annually, board leadership will review the evaluation process and tool and if needed, schedule a work session to discuss and review proposed revisions. (It is recognized that over time there may be a need to refine and adjust goals and objectives arising from the district's strategic plan). Should revisions be necessary, board leadership will then schedule the approval of proposed revisions in a formal public meeting.

There is no numerical rating in this evaluation format. Instead each evaluation dimension is listed, with objectives for that goal from the Vision 20/20 plan. As these are embedded in the work plans for district staff, metrics have been developed. The feedback and comments from board members should be viewed as open-ended questions to elicit a deeper and richer assessment of the performance of the superintendent.

Board members will complete the evaluation individually. Board leadership will schedule at least one executive session to conduct the evaluation of the superintendent. During the executive session, board members will discuss the evaluation and assessment of the superintendent. Based upon this discussion the board chair or designee will prepare the final evaluation from the board to share and discuss with the superintendent at a subsequent executive session. The board will strive for consensus when developing the final evaluation, but in cases where consensus cannot be reached, the majority of opinion will be reflected in the final evaluation, with appropriate note of non-consensus.

In the spirit of transparency and open government, there will be a report on the outcome of the annual evaluation of the superintendent in a public meeting. This is to be developed and presented by board leadership.

Timeline

November–December 2021: Establish goals and evaluation process

- Approve the annual superintendent evaluation process in a public session
- Establish the goals and tool for evaluating the performance of the superintendent in a public session
- Board leadership will assign the specific dates for the steps noted below

February 2022: Conduct mid-year performance review - optional

- Superintendent's mid-year report on progress toward goals in public session
- Mid-year performance review in executive session

April 2022: Individual evaluation

- Board members complete evaluation individually
- Superintendent surveys leadership team
- Superintendent provides a self-evaluation for board members which includes salient information from the survey of the district leadership team

May 2022: Review and conduct evaluation

- Board meets in executive session to review evaluation and develops final evaluation
- Board conducts the performance evaluation in executive session with the superintendent

June 2022: Present evaluation

- Final evaluation document is prepared for public distribution
- Final evaluation is presented during a regular board meeting as an item for information

EUGENE SCHOOL DISTRICT 4J
Superintendent Evaluation Process
2020–21 School Year • Overview and Process

Background Information

The interim superintendent employment contract between Cydney Vandercar and the Eugene School District provides a general description of the duties of the interim superintendent in Section 2 of that document.

“Section 2. DUTIES:

In accordance with state law and the rules, policies and procedures as established by the Board, the Interim Superintendent shall: have charge of the operations and administration of the schools; be the chief executive officer and official secretary for the Board; carry out the administration and supervision of the District, including instituting reforms and systemic changes, such as curriculum and program offerings, as the Interim Superintendent finds necessary or expedient, in order to effect positive changes in the District; direct and assign teachers, principals, and other employees of the schools; organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; select, place and transfer personnel; suggest policy deemed necessary for the well ordering of the District and reasonably interpret policies, regulations, rules and procedures as the Interim Superintendent deems necessary for the efficient and effective operation of the District; have responsibility for the overall financial planning of the District, including the preparation of the annual budget and the submission of the budget to the Board or review and approval; make administrative recommendations on items of business considered by the Board as the Interim Superintendent deems necessary for the efficient and effective operation of the District; act as a liaison between the District and the community and have responsibility for a program of public relations for the purpose of creating and maintaining a cooperative working relationship between the schools and the community; establish and implement a process, including means and time parameters, for keeping the Board up to date on developments, initiatives and issues in the District; stay abreast of educational trends and developments by reading widely, visiting other districts and participating in appropriate professional development and professional organizations at the local, state and national levels; and, in general, perform all duties incident to the Office of Superintendent, implement the District’s policies and procedures and carry out such other duties and directives as may be prescribed by the Board from time to time; all of the foregoing are subject to the approval of the Board to the extent required by law or as directed by the Board. The Interim Superintendent shall devote the Interim Superintendent’s entire time, attention, and energy to the business of the District and related professional activities and shall not, without prior written approval of the Board’s Chairperson, engage in any other business activity which would interfere with such duties.

The Interim Superintendent shall extend the Interim Superintendent’s best efforts to achieve the Interim Superintendent goals as set by the Board pursuant to Section 8.

. . .Section 8. GOALS AND OBJECTIVES:

On or before December 1, 2021, the parties shall meet to establish goals and objectives for the District and Interim Superintendent. Such goals and objectives shall be reduced to writing and be among the criteria by which the Interim Superintendent is evaluated.”

EUGENE SCHOOL DISTRICT 4J
Superintendent Evaluation Format 2021-2022 Academic Year

2020 Vision–Strategic Plan: GOAL I

Educational Excellence with Equitable Access and Outcomes for Every Student

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

Objective 1

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

Objective 2

Provide instructional supports and systems to meet the needs of all students.

Objective 3

Support struggling learners with interventions, resources and training.

Objective 4

Streamline assessment system to provide effective, efficient, meaningful assessments to inform instruction and maximize time for learning.

Identify strengths and accomplishments:

Identify areas for improvement or focus:

EUGENE SCHOOL DISTRICT 4J
Superintendent Evaluation Format 2021-2022 Academic Year

2020 Vision–Strategic Plan: GOAL II
Multiple Pathways to Student Success

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

Objective 1

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

Objective 2

Provide equitable educational opportunities at all comprehensive secondary schools.

Objective 3

Provide strong and varied career and technical education programs.

Objective 4

Support student engagement in alternative educational settings.

Identify strengths and accomplishments:

Identify areas for improvement or focus:

EUGENE SCHOOL DISTRICT 4J
Superintendent Evaluation Format 2021-2022 Academic Year

2020 Vision–Strategic Plan: GOAL III
Communication and Connection with Community

Foster proactive and positive communication, engagement and partnerships with stakeholders

Objective 1

Implement a comprehensive communication strategy that provides timely, family- centered, two-way communication.

Objective 2

Strengthen connections between our schools and our community.

Objective 3

Support active school–family communication and engagement.

Objective 4

Provide multiple pathways to engagement.

Identify strengths and accomplishments:

Identify areas for improvement or focus:

EUGENE SCHOOL DISTRICT 4J
Superintendent Evaluation Format 2021-2022 Academic Year

2020 Vision–Strategic Plan: 2020 GOAL IV
Diverse World-Class Workforce

Ensure that every classroom has a high-quality, effective teacher, supported by high- quality, effective administrators and support staff.

Objective 1

Attract, hire and retain high-quality, passionate and diverse staff.

Objective 2

Elevate the professional capacity of our workforce to meet the needs of today’s learners.

Identify strengths and accomplishments:

Identify areas for improvement or focus:

EUGENE SCHOOL DISTRICT 4J
Superintendent Evaluation Format 2021-2022 Academic Year

2020 Vision–Strategic Plan: GOAL V
Stable, Sustainable Stewardship

Provide effective, efficient, and equitable stewardship of district resources to best support our instructional mission.

Objective 1

Optimize efficiencies and improve effectiveness.

Objective 2

Provide transparent, accountable financial management.

Objective 3

Allocate resources in an equitable manner to meet every student’s needs.

Objective 4

Develop a sustainable budget aligned to district goals, strategies and objectives.

Objective 5

Provide safe, secure, sustainable learning spaces that meet educational needs.

Objective 6

Optimize technology to meet instructional and operational needs.

Identify strengths and accomplishments:

Identify areas for improvement or focus:

EUGENE SCHOOL DISTRICT 4J
Superintendent Evaluation Format 2021-2022 Academic Year

Administrative Performance

Operations, resource and personnel management; board governance and policy management; professionalism

Objective 1

Offers professional advice to the board with appropriate recommendations based on student analysis

Objective 2

Keeps the board regularly informed with data, reports, and information, which enable them to make effective timely decisions.

Objective 3

Interprets and executes the intent of board policies and advises the board on the need for new and/or revised policies. Executes board policy in a positive and responsive manner.

Objective 4

Makes considerable effort to have a working relationship with the board, treating all board members fairly and respectfully. Handles differences of opinion between board members and herself in an effective manner.

Objective 5

Engenders trust among board members, staff, and the community

Objective 6

Demonstrates ethical and professional behavior, inspiring others to higher levels of performance.

Objective 7

Demonstrates ability to work well with individuals and groups; maintains good relations with parents, community, and local leaders.

Objective 8

Speaks well in front of groups, expressing ideas logically and clearly.

Objective 9

Maintains professional development through reading, coursework, conferences, professional committees, and meetings with other superintendents.

Identify strengths and accomplishments:

Identify areas for improvement or focus:

EUGENE SCHOOL DISTRICT 4J
Superintendent Evaluation Format 2021-2022 Academic Year

Specific Goals Identified by Superintendent Vandercar:

1. Maintain and communicate a balanced budget.

- Respond to impacts of the pandemic
- Understand ramifications of enrollment fluctuations
- Identify programs and staff affected
 - Cut or add programming where needed
 - Adjust staffing as soon as possible
 - Communicate as early as possible

2. Keep school bond projects moving forward and on schedule.

- All schools will benefit from bond investments
- Major building projects and target dates include:
 - Expansion of Gilham Elementary School: completing fall 2022
 - New Edison Elementary School: opening fall 2022
 - New North Eugene High School: opening fall 2023
 - New Camas Ridge Elementary School: opening fall 2024

3. Support 4J students, families and staff.

- Offer supports to traditionally underserved students and families
- Provide student technology and tech support including internet access help
- Serve meals and offer delivery until student transportation starts for on-site learning
- *Provide wraparound services to students needing household supplies and supports
- Continue to support students' academic, behavioral and social emotional learning needs
- Strive to provide safe working environments and support wellbeing of district staff

4. Strengthen and expand the district's equity work.

- Increase number of employees who are trained for Restorative Practice responses
- Increase capacity for Spanish-language communications
- Expand and elevate leadership staffing focused on equity and instruction
- Support current staff who need to complete student teaching

EUGENE SCHOOL DISTRICT 4J
Superintendent Evaluation Format 2021-2022 Academic Year

Overall comments, reflections, observations:



ITEM FOR ACTION AT A FUTURE MEETING (First Read)

Date

December 15, 2021

Title

Review Board Member Speaking Times and Purpose for Board Member Reports

Presenter

Judy Newman, Board Chair

Background

The Board will review board member speaking times and purpose for board member reports during meetings.



ITEM FOR ACTION AT A FUTURE MEETING

Date

December 15, 2021

Title

Approve Board Working Agreements

Presenter

Judy Newman, Board Chair

Background:

The board annually reviews, affirms or revises Board Working Agreements.

Discussion:

The board will review and discuss the following sections:

Section “ **Duties, Responsibilities and Roles of Board Leadership**”

#4- “.....and will seek ratification of these assignments at the same meeting.”

Section “**Communication by Board Members:**”

1, 2, 3, 4, 9, 11

School Board Working Agreements - 2021-2022

The Board of Directors is the educational policy making body for Eugene School District 4J. The Board is responsible to guide practices, processes and programs with the goal of producing the highest educational achievement for all students. The board is charged with accomplishing this goal while also being responsible for prudent management of available resources. To ensure student success, members of the school board and the superintendent agree to function together with integrity and commitment as a leadership team. To help the Board function together effectively and efficiently, the Board establishes Working Agreements that provide a set of guidelines, shared agreements and expectations and hold each other accountable to follow them.

~~The board's primary responsibility is to establish policies for the 4J School District to guide practices, processes and programs with the goal of producing the highest educational achievement. The board is charged with accomplishing this goal while also being responsible for prudent management of available resources. The board must fulfill these responsibilities by:~~

- ~~• Functioning primarily as a legislative body to formulate and adopt policy~~
- ~~• Hiring and managing a superintendent to implement policy and run the district~~
- ~~• Evaluating the results of the work of the district~~
- ~~• Carrying out its functions openly and seeking the involvement of students, staff and the public during its decision-making processes~~
- ~~• Honoring and respecting the trust and faith the community has placed in the board as individually elected officials by encouraging and soliciting participation and engagement of the community~~

~~To ensure student success, members of the school board and the superintendent agree to function together with integrity and commitment as a leadership team.~~

~~These working agreements do not seek or intend to restrict the rights of an individual board member, but rather to provide a set of guidelines, shared agreements and expectations among and between the individual members, the superintendent and district staff. As a board, there is accountability for these shared agreements in an effort to focus the work of the district.~~ These agreements are intended to augment and detail section A and B of the Eugene School District 4J Policies. (See <http://www.4j.lane.edu/board/policies/>)

4. Board Organization and Governance

1. The board will seek to work with the superintendent in a cooperative and collaborative partnership aligned toward a common mission and goals.
2. The board will focus on the responsibilities of policy making, planning and evaluation of the superintendent, and fiscal oversight.

3. The board will make decisions in the best interest of students and the district as a whole.
4. The board will actively solicit input, listen to all perspectives and give careful consideration to all issues presented to the board.
5. Individual board members have no authority to take individual action regarding policy or district and school administrative matters.
6. Individual board members will abide by decisions of the majority and respect the right of the individual members to express opposing viewpoints and vote their convictions. The minority will not undermine the decision and it cannot be revisited for _____ (time)The Board will respect each individual member's right to express opposing viewpoints and vote their convictions, whether they are in the minority or the majority. Individual Board members will abide by decisions made by the Board and will not interfere with action on settled decision.
- ~~6. Individual board members will respect decisions of the board. Each board member should express viewpoints, and then respect and abide by the vote of the majority.~~
7. Each year the board will select a chair and vice chair, and this constitutes "Board Leadership".
8. Newly elected or appointed board members will be offered and expected to participate in orientation sessions to be provided by Eugene 4J staff and supplemented by outside training as deemed appropriate. And Board leadership will work with staff to develop a list of topics and resources for orientation and onboarding. The list will be given to new board members before July 1st and the new board members will complete the onboarding before the first Board meeting in August. Board Leadership and staff will help new Board members connect with resources."

8.—

Meeting Agreements

1. Board members will arrive on time for meetings in advance of the start time of meetings and will carefully review all meeting materials in advance of the meeting.
2. Board meetings will begin at the designated start time and members will work to end meetings on time.
3. Board members will attend all regular meetings of the board. Members will contact board leadership and the superintendent, in advance of the meeting if unable to attend. Attending meetings via phone or web conference (i.e. Zoom) ~~Calling in to meetings~~ is an option but should be used only in rare occasions when in-person attendance is not possible.

4. Board members will cast a vote on all matters before the board, except when a board member must recuse themselves from the vote, such as in circumstances of a conflict of interest is identified. Abstentions are not allowed.
5. Board meetings will be held only at accessible locations.
6. Board meetings will be properly noticed and adhere to Oregon Public Meeting Law requirements as per Oregon Revised Statutes 192.610–192.690.
7. The Board may hold an executive session as defined in ORS 192.660 and ORS 332.061. Board members must respect and adhere to the confidentiality of all matters and all materials discussed within an executive session of the board. Information shall not be shared with anyone outside of an executive session except if the document has already been published.

Duties, Responsibilities and Role of Board Leadership

1. Board leadership is the annually elected chair and vice chair of the board. Terms for these roles begin on July 1 and end on June 30. A confirmation vote will take place at the first Board meeting on or after July 1st in those years when incoming new Board members are unable to vote for leadership.
2. The board chair and vice chair will meet regularly with the superintendent to develop, set, and review agendas for board meetings. A single board member will attend each leadership meeting and agenda review in a rotation format. The schedule of attendance at leadership will be included in the board calendar.
3. Board leadership, in conjunction with the superintendent, will provide a list of board meetings and topics at least once a month. Leadership will take extra care to prioritize items that have been supported by at least three members of the Board. This list is subject to change by a majority vote of the Board.
4. Board leadership will informally survey each member of the board to determine preference and interest for the various board committees. The chair will present the annual board assignments during a regular meeting of the board of directors and will seek ratification of these assignments at that same meeting. When making committee assignments, the chair will consider the preferences expressed by individual board members, and will strive to rotate assignments to maximize opportunities to gain a broader understanding of the district. At the same time, the board chair will assign mentor relationships with the student board representatives. The chair retains the right to make these assignments should ratification not occur.
5. Board members who are not the official appointee to a committee may attend meetings of any committee, but the board member(s) should take caution and be aware that four members of the board constitute a quorum of the board.
6. Board leadership will be responsible for the board self-assessment.
7. Board leadership will be responsible to ensure the annual evaluation of the superintendent occurs in a timely manner and is consistent with the superintendent's contract.

Communication by Board Members

1. Board member communication is subject to the Oregon Public Meetings Law as defined and established in ORS 192.610–192.690. Board members should not deliberate toward any public decisions in any format except for public meetings. A discussion by more than three board members in a non-public forum meeting on any board matter is not allowed.
2. Board members will communicate directly with the superintendent when relaying a concern, complaint or problem received from a community member, Eugene 4J School District staff member or another stakeholder. Any request for information, data or reports, other than a simple distribution of an existing document or report, must be made through the superintendent.
3. Information requests supported by a majority of the Board will be honored as soon as is possible. Information requests by individual Board members which that can be expected to require roughly 15 minutes or more of staff work or staff resources will be referred by the superintendent to board leadership or the full board to determine if the request to use resources aligns with board and district priorities. Board members may always elevate an informal request to for information to a formal agenda item by proposing it in a regular Board meeting (during “Suggestions for Items for a Future Meeting”). and supported by 2 other Board members.
4. When attending meetings or speaking directly to district staff, board members are expected to respect and understand their status as the elected leaders of the school district and how this position will be perceived. It is important to keep communication on district issues focused to the superintendent.
5. Board members will communicate questions or concerns about agenda items to the superintendent and board leadership.
6. The board chair or designee is the official spokesperson for the board. If a media request is made to another member who is not the chair, that member may speak with the media as an individual member, and, and should inform the board as a whole.
7. The board chair will be responsible to answer in writing all correspondence sent to the board. All board members will be copied on responses. However, board members should be cautious to abide by the Oregon Public Meetings Law (ORS 192) with regard to serial meetings via electronic communication; avoid the use of “reply to all”. The board chair will strive for a response timely response to correspondence.
8. In some instances, board members may have an existing professional relationship or volunteer relationship with schools, programs or Eugene 4J staff that necessitates interactions in the board member’s capacity as a private citizen or volunteer. The board member must clearly state the visit or interaction has no official board-related purpose. The board member should inform the superintendent and building administrator of this visit or interaction. When visits or interactions are as a part of a work or volunteer schedule, the board member should inform the superintendent, to the extent possible, of the schedule of meetings.
9. Board members, at times, may wish to learn more about a specific topic, issue or program within the school district. These requests should first be made to the

superintendent (see #2 above). If a site or program visit is requested, this should also be made first to the superintendent who can inform the building administrator and or program staff. Further, from time to time, building administrators or program staff may proactively invite board members to a site or program visit as learning opportunities; these are encouraged. Again, board members should be in communication with the superintendent when such requests are received and should be mindful of the Oregon Public meetings Law.

9.

10.10. With the popularity and availability of photography for social media purposes, photos of students in which students can easily be identified should not be posted without prior and explicit consent of the parent or guardian of the student.

11. If a Board member is experiencing threats, bullying, or insults, they should alert Board Leadership as soon as they are comfortable doing so. If the behavior is being delivered via Board email or during a Board meeting, then Board Leadership will respond on behalf of the entire Board to ensure the personal safety of Board members and that interactions with the public are respectful and constructive. If Board members are receiving threats, insults, or bullying that affect their feelings of safety and ability to perform their duties, or that may affect other Board members, they are encouraged to alert Board leadership as soon as possible. Leadership and the Board member will decide on appropriate action.

Agenda Planning

1. The agenda of each regular board meeting is developed in collaboration between the superintendent and board leadership and is based on an annual calendar and board goals set by the board at a summer retreat.
2. At each regular meeting of the board there will be an opportunity for any member to request an item to be considered for further information or inclusion on the agenda for an upcoming meeting. Board leadership will assess interest or agreement by other members of the board with a straw poll. In order to better plan and manage board time and staff and district resources, the request will be considered if it is supported by at least three members of the board. Each request will be reviewed by board leadership and will be considered for next steps, which may be information provided to the board in the superintendent's weekly memo, an item for information or an item for future action on an upcoming board meeting agenda. Leadership will communicate the next steps decided for the proposed topic to the requesting board member.
3. Regular meeting agendas will include a short verbal report by the chair to preview upcoming meetings and the major topics to be considered. The weekly memo from the superintendent will also include the working calendar of agenda topics for upcoming meetings.
4. In general, agendas will not be changed after they have been published.

- On occasion, an item may be removed, postponed, or changed by board leadership with proper notice to the board and the public in advance of the meeting.
- On occasion, with a majority vote of the board during agenda review at the beginning of the meeting, an agenda may be changed to remove, postpone, or change an item. During a meeting, an item may be postponed due to time or other constraints, with consent of the Board.
In exceptional circumstances, during agenda review at the beginning of the meeting with a majority vote of the board during agenda review at the beginning of the meeting, may an change an agenda, either to add an item or to change an item from information to action may be changed to add an item. This is discouraged, as it is not transparent to the public reduces the possibility for public comment and does not allow for staff preparation. –It should be done only for a time-sensitive matter under circumstances that could not have been foreseen. This will not lead to a board action in the same meeting in which it is raised except under true emergency conditions. OR
- It should be done only if the timing is critical for the operations of the district
- and not passing it immediately would limit health and safety or create a financial consequence or timing problem for operations. This will not lead to a board action in the same meeting in which it is raised except under true emergency conditions. An emergency condition would be one where:
 - Acting immediately is critical for the operations of the district, and
 - not acting immediately would threaten health and safety or create either an unacceptable financial consequence or timing problem for operations.

~~The agenda of each regular board meeting is developed in collaboration between the superintendent and board leadership and is based on an annual calendar and board goals set by the board at the summer board retreat.~~

1. ~~At each regular meeting of the board there will be an opportunity for members to request an item to be considered by the board. In order to better plan and manage staff and district resources, the request must be supported by at least three members of the board. There will be a verbal vote on such requests to ascertain if there are three members in support of the request. The first step for staff response will be information included in the superintendent's weekly memo. If, at this point, a member would like to ask for a work session or "item for information" at a regular meeting of the board, support of at least three members will be needed to place it on the agenda at a future meeting. When the intent is to eventually create or amend board policy, the item will be researched and vetted by staff, and presented at the next reasonably available meeting as an "item for information". The proposed policy or proposed amendment will then be placed as an "item for future action" so as to ensure sufficient time to inform and receive~~

comments from community members. The next step, if the item is to be moved forward, will be the consideration of the matter as an “item for action.”

- ~~2. When a work session, new policy or policy amendment request has been supported by at least four board members, the request will be reviewed by board leadership and will be placed on a future meeting agenda.~~
- ~~3. The board chair will report to the body the status of agenda requests at the next regularly scheduled meeting, provided that there has been sufficient time to review the request with the superintendent and staff. In addition, the weekly memo from the superintendent will also include the “Working Calendar and Draft Agenda”.~~
- ~~4. At the end of regular meetings at which there have been requests for more information or a work session on a topic, the chair will offer a summary of items which have been moved forward.~~
- ~~5. Regular meeting agendas will include a short verbal report by the chair to preview upcoming meetings and the major topics to be considered.~~

Planning and Evaluation

1. Board members will conduct an annual self-assessment of the board’s performance; the annual review ideally should be completed within the context of the board’s spring retreat.
2. Board members will review the “Board of Director’s Guiding Beliefs and Values” statement and “Working Agreements” at least annually.
3. Board members will participate in establishing annual expectations and goals for the superintendent.
4. Board members will objectively evaluate the superintendent’s annual performance and provide appropriate feedback.
5. The board will annually set goals for itself, which will be reviewed and evaluated within the agenda of the summer board retreat.

I _____, have read and understand these working agreements. I agree to work under these agreements during my term as an elected school board member.

(Signature)

1. Board Policy Sections A and B
2. List of Board Committees
3. Role of Student Representatives (Board Policy BCBA)
4. ORS 192.610-690, (Oregon Public Meetings Law)
<https://www.doj.state.or.us/7regon-department-of-justice/public-records/attorney->

[generals-public-records-and-meetings-manual-2014/ OSBA: Public Meetings
http://www.osba.org/Resources/Article/Board_Operations/PublicMeetings.aspx](http://www.osba.org/Resources/Article/Board_Operations/PublicMeetings.aspx)

5. _____

have read and understand these working agreements. I agree to work under

1. ~~Board Policy Sections A and B~~
2. ~~List of Board Committees~~
3. ~~Role of Student Representatives (Board Policy BCBA)~~
4. ~~ORS 192.610-690, (Oregon Public Meetings Law)~~
~~<https://www.doj.state.or.us/oregon-department-of->~~

~~[justice/public-records/attorney-generals-public-records-and-meetings-manual-2014/ OSBA: Public Meetings
http://www.osba.org/Resources/Article/Board_Operations/PublicMeetings.aspx](http://www.osba.org/Resources/Article/Board_Operations/PublicMeetings.aspx)~~

[Updated 11.23.21 version 2](#)[Updated 11.24.21 version 3](#)

Working Agreements Feedback Analysis

- + Maya- Timeframe of Agreements Clarify = 1 year – we affirm or change annually in Fall Retreat
- + Gordon and Laura had some edits in introduction
- + Mary and Gordon had feedback about the preamble-

Board Organization and Governance	Gordon	Laural ** 2 requests = goals	Maya	Mary
1. Board will work with the Sup in a cooperative and collaborative partnership aligned towards goals	X add “The board will <u>seek to</u> work with the superintendent....			I am wondering why the language about working with the superintendent was watered down from "will" to "seek to" (Alicia had the same question)
2 Focus on policy making, planning, eval of Sup, fiscal oversight	Delete			
3				
4				
5				
6 Individual board members share view and respect majority vote	Delete-			
7				
8 New Board members offered and expected to participate in orientation		X and add after election and before July 1st		What responsibility does the new board member have for training - versus placing

				the onus on board leadership
--	--	--	--	------------------------------

Meeting Agreements	Gordon	Laural	Maya
1			
2 Board meetings will begin at the designated start time and members will work to end meetings on time.		X added end time to mtg 10 pm	
3 Board members will attend all regular meetings of the board. Members will contact board leadership and the superintendent, in advance of the meeting if unable to attend. Calling in to meetings is an option but should be used only in rare occasions when in-person attendance is not possible.		X added calling in and zooming okay	
4 . Board members will cast a vote on all matters before the board, except when a conflict of interest is identified. Abstentions are not allowed.		X added a clarification	
5			
6			
7 Exec sessions- respect and adhere to confidentiality	X Keep and add – legal clarification Documents that are public record already are exempt	X Keep and add clarifying lang Use exec sessions judiciously	

Duties, Responsibilities , and Role of Board Leadership	Gordon	Laural	Maya
1 Board leadership is the annually elected chair and vice chair of the board. Terms for these roles begin on July 1 and end on June 30.	X Change to - vote in as soon as possible after 7/1	X Date change to August 1-July 31 term	
2 The board chair and vice chair will meet regularly with the superintendent to develop, set, and review agendas for board meetings. A single board member will attend each leadership meeting and agenda review in a rotation format. The schedule of attendance at leadership will be included in the board calendar.	X Keep and add: Items that have been supported by at least three members of the Board will take precedence in setting the agenda and scheduling the use of meeting time.		
3 Board leadership, in conjunction with the superintendent, will provide a list of board meetings and topics at least once a month.	X Keep and add this list is subject to change by a majority vote of the Board.		
4			
5			
6			
7			
8. Laural added		Added – Board Leadership responsible for timely sup eval and aligned with contract	

Communication by Board Members	Gordon	Laural	Maya
--------------------------------	--------	--------	------

1 Communication subject to Oregon Public meeting laws..	Keep and delete second sentence “a discussion of more than 3 Board members in a non public meeting by any board member is not allowed- legal clarification		
2			
3 Board member requests for information – not to exceed 15 min, or sup refers to Board leadership if aligns with priorities of board and district	X-addition - staff estimates time – okay if 3 board members vote to get it.	? 15 min?	
4. When attending meetings or talking directly to district staff, board members are expected to understand and respect their status as elected leaders of the school district and how this position will be perceived. It is important to keep communication on district issues focused to the superintendent.	Keep and delete last sentence. It is important to keep communication on district issues focused to the superintendent.	Keep and delete ... and how this position will be perceived. It is important to keep communication on district issues focused to the superintendent.	
5 Board members will communicate concerns about the agenda to board leadership and the superintendent	Delete-		
6			
7 Board chair responds to all communications and on behalf of the Board and copy the board on response. Caution about public meeting laws.			Clarification about when other Board members can respond
8. In some instances, board members may have an existing professional relationship or volunteer relationship		Keep and delete second sentence: When visits or interactions are as a part	Discuss practical application

<p>with schools, programs or Eugene 4J staff that necessitates interactions in the board member’s capacity as a private citizen or volunteer. The board member must clearly state the visit or interaction has no official board-related purpose. The board member should inform the superintendent and building administrator of this visit or interaction. When visits or interactions are as a part of a work or volunteer schedule, the board member should inform the superintendent, to the extent possible, of the schedule of meetings.</p>		<p>of a work or volunteer schedule, the board member should inform the superintendent, to the extent possible, of the schedule of meetings</p>	
<p>9. Board members, at times, may wish to learn more about a specific topic, issue or program within the school district. These requests should first be made to the superintendent (see #2 above). If a site or program visit is requested, this should also be made first to the superintendent who can inform the building administrator and or program staff. Further, from time to time, building administrators or program staff may proactively invite board members to a site or program visit as learning opportunities; these are encouraged. Again, board members should be in communication with the superintendent when</p>	<p>Delete-</p>		<p>Delete or rewrite</p>

such requests are received and should be mindful of the Oregon Public meetings Law.			
10			
New #11 Judy and Martina * see below			I think that we do not need the section in the WA and it creates more questions than resolution. If the decision is made to put it in the WA, then it should not be in the section on communication. It should be in the first section on how board members relate to each - the governance section.

Maybe for this section we should describe process and then discuss as a whole and not item by item.?? We re-wrote this section

Agenda Planning	Gordon	Laural	Maya
1. Agenda for each regular board meeting is developed with Sup and Board leadership based on Board calendar and goals from annual retreat	X change to:developed by Board leadership based on items raised by Board as highest priority. Board leadership will consult with Sup if she wants to add other items even if not one of the Board priorities.		
2	X	Discuss	
3 Combine 2+3+4- see below	Delete	? least 4 members ?	
4			
5			
6			

New #7 Proposed by Laural **			
------------------------------	--	--	--

Planning and Evaluation	Gordon	Laural	Maya
1			
2			Discuss how agenda items are added
3			clarify time frames
4	X		
5			

***Proposed new #11 under *Communication by Board Members Section*:**

If a Board member is experiencing threats, bullying or insults they should alert Board Leadership as soon as they are comfortable doing so. If the behavior is being delivered via Board email or during a Board meeting, then Board Leadership will respond on behalf of the entire Board to ensure the personal safety of Board members and that interactions with the public are respectful and constructive. Board members are encouraged to alert the Superintendent and /or Board Leadership of any threats, insults or bullying other than through Board email or meetings that affects feelings of safety and ability to perform their duties and that may affect other Board members as well. Together we will decide on appropriate action.

If Board Leadership is involved, the Board member will alert the Superintendent as soon as they are comfortable.

****Proposed new #7 under *Agenda Planning Section*:**

Write a process for adding time-sensitive and emergency items to a Board agenda.

Combined under *Agenda Planning items 2 and 3 and 4*:

How do we get information on items and when and how do they get on the Board Agenda We want to maximize transparency

Maybe this needs to be an open ended discussion first

At each regular Board meeting there will be an opportunity for a board member to request an item be considered by the Board. The Board will discuss the item and vote as to whether or not we want to address it- A majority vote of 4 members will move it forward. The Board will decide how to address it- can it be addressed by receiving information in the Friday memo? If not, should it be placed as an item for information on Board agenda? After the information is heard the Board can vote to put it on as an item for future action – a majority vote of 4 is needed to move it. Board Leadership will figure out when to place it on the calendar of Board meetings and report back to the Board when it will be discussed.

Updated 10.24.21

School Board Working Agreements - 2021-2022

The Board of Directors is the educational policy making body for Eugene School District 4J.. The Board is responsible to guide practices, processes and programs with the goal of producing the highest educational achievement for all students. The board is charged with accomplishing this goal while also being responsible for prudent management of available resources. To ensure student success, members of the school board and the superintendent agree to function together with integrity and commitment as a leadership team. To help the Board function together effectively and efficiently, the Board establishes Working Agreements that provide a set of guidelines, shared agreements and expectations and hold each other accountable to follow them.

These agreements are intended to augment and detail section A and B of the Eugene School District 4J Policies. (See <http://www.4j.lane.edu/board/policies/>)

Board Organization and Governance

1. The board will seek to work with the superintendent in a cooperative and collaborative partnership aligned toward a common mission and goals.
2. The board will focus on the responsibilities of policy making, planning and evaluation of the superintendent, and fiscal oversight.
3. The board will make decisions in the best interest of students and the district as a whole.
4. The board will actively solicit input, listen to all perspectives and give careful consideration to all issues presented to the board.
5. Individual board members have no authority to take individual action regarding policy or district and school administrative matters.
6. The Board will respect each individual member's right to express opposing viewpoints and vote their convictions, whether they are in the minority or the majority. Individual Board members will abide by decisions made by the Board and will not interfere with action on settled decision.
7. Each year the board will select a chair and vice chair, and this constitutes "Board Leadership".
8. Newly elected or appointed board members will be offered and expected to participate in orientation sessions to be provided by Eugene 4J staff and supplemented by outside training as deemed appropriate. And Board leadership will work with staff to develop a list of topics and resources for orientation and onboarding. The list will be given to new board members before July 1st and the new board members will complete the onboarding before the first Board meeting in August. Board Leadership and staff will help new Board members connect with resources.

Meeting Agreements

1. Board members will arrive on time for meetings and will carefully review all meeting materials in advance of the meeting.
2. Board meetings will begin at the designated start time and members will work to end meetings on time.
3. Board members will attend all regular meetings of the board. Members will contact board leadership and the superintendent, in advance of the meeting if unable to attend. Attending meetings via phone or web conference (i.e. Zoom) is an option but should be used only in rare occasions when in-person attendance is not possible.
4. Board members will cast a vote on all matters before the board, except when a board member must recuse themselves from the vote, such as in circumstances of a conflict Abstentions are not allowed.
5. Board meetings will be held only at accessible locations.
6. Board meetings will be properly noticed and adhere to Oregon Public Meeting Law requirements as per Oregon Revised Statutes 192.610–192.690.
7. The Board may hold an executive session as defined in ORS 192.660 and ORS 332.061. Board members must respect and adhere to the confidentiality of all matters and all materials discussed within an executive session of the board. Information shall not be shared with anyone outside of an executive session except if the document has already been published.

Duties, Responsibilities and Role of Board Leadership

1. Board leadership is the annually elected chair and vice chair of the board. Terms for these roles begin on July 1 and end on June 30. A confirmation vote will take place at the first Board meeting on or after July 1st in those years when incoming new Board members are unable to vote for leadership.
2. The board chair and vice chair will meet regularly with the superintendent to develop, set, and review agendas for board meetings. A single board member will attend each leadership meeting and agenda review in a rotation format. The schedule of attendance at leadership will be included in the board calendar.
3. Board leadership, in conjunction with the superintendent, will provide a list of board meetings and topics at least once a month. Leadership will take extra care to prioritize items that have been supported by at least three members of the Board. This list is subject to change by a majority vote of the Board.
4. Board leadership will informally survey each member of the board to determine preference and interest for the various board committees. The chair will present the annual board assignments during a regular meeting of the board of directors and will seek ratification of these assignments at that same meeting. When making committee assignments, the chair will consider the preferences expressed by individual board members, and will strive to rotate assignments to maximize opportunities to gain a broader understanding of the district. At the same time, the board chair will assign mentor relationships with the student

board representatives. The chair retains the right to make these assignments should ratification not occur.

5. Board members who are not the official appointee to a committee may attend meetings of any committee, but the board member(s) should take caution and be aware that four members of the board constitute a quorum of the board.
6. Board leadership will be responsible for the board self-assessment.
7. Board leadership will be responsible to ensure the annual evaluation of the superintendent occurs in a timely manner and is consistent with the superintendent's contract.

Communication by Board Members

1. Board member communication is subject to the Oregon Public Meetings Law as defined and established in ORS 192.610–192.690. Board members should not deliberate toward any public decisions in any format except for public meetings. A discussion by more than three board members in a non-public forum on any board matter is not allowed.
2. Board members will communicate directly with the superintendent when relaying a concern, complaint or problem received from a community member, Eugene 4J School District staff member or another stakeholder. Any request for information, data or reports, other than a simple distribution of an existing document or report, must be made through the superintendent.
3. Information requests supported by a majority of the Board will be honored as soon as is possible. Information requests by individual Board members that can be expected to require roughly 15 minutes or more of staff work or staff resources will be referred by the superintendent to board leadership or the full board to determine if the request to use resources aligns with board and district priorities. Board members may always elevate an informal request for information to a formal agenda item by proposing it in a regular Board meeting (during “Suggestions for Items for a Future Meeting”).
4. When attending meetings or speaking directly to district staff, board members are expected to respect and understand their status as the elected leaders of the school district and how this position will be perceived. It is important to keep communication on district issues focused to the superintendent.
5. Board members will communicate questions or concerns about agenda items to the superintendent and board leadership.
6. The board chair or designee is the official spokesperson for the board. If a media request is made to another member who is not the chair, that member may speak with the media as an individual member, and should inform the board as a whole.
7. The board chair will be responsible to answer in writing all correspondence sent to the board. All board members will be copied on responses. However, board members should be cautious to abide by the Oregon Public Meetings Law (ORS 192) with regard to serial meetings via electronic communication; avoid the use of “reply to all”. The board chair will strive for a response timely response to correspondence.

8. In some instances, board members may have an existing professional relationship or volunteer relationship with schools, programs or Eugene 4J staff that necessitates interactions in the board member's capacity as a private citizen or volunteer. The board member must clearly state the visit or interaction has no official board-related purpose. The board member should inform the superintendent and building administrator of this visit or interaction. When visits or interactions are as a part of a work or volunteer schedule, the board member should inform the superintendent, to the extent possible, of the schedule of meetings.
9. Board members, at times, may wish to learn more about a specific topic, issue or program within the school district. These requests should first be made to the superintendent (see #2 above). If a site or program visit is requested, this should also be made first to the superintendent who can inform the building administrator and or program staff. Further, from time to time, building administrators or program staff may proactively invite board members to a site or program visit as learning opportunities; these are encouraged. Again, board members should be in communication with the superintendent when such requests are received and should be mindful of the Oregon Public meetings Law.
10. With the popularity and availability of photography for social media purposes, photos of students in which students can easily be identified should not be posted without prior and explicit consent of the parent or guardian of the student.
11. If a Board member is experiencing threats, bullying, or insults, they should alert Board Leadership as soon as they are comfortable doing so. If the behavior is being delivered via Board email or during a Board meeting, then Board Leadership will respond on behalf of the entire Board to ensure the personal safety of Board members and that interactions with the public are respectful and constructive. If Board members are receiving threats, insults, or bullying that affect their feelings of safety and ability to perform their duties, or that may affect other Board members, they are encouraged to alert Board leadership as soon as possible. Leadership and the Board member will decide on appropriate action.

Agenda Planning

1. The agenda of each regular board meeting is developed in collaboration between the superintendent and board leadership and is based on an annual calendar and board goals set by the board at a summer retreat.
2. At each regular meeting of the board there will be an opportunity for any member to request an item to be considered for further information or inclusion on the agenda for an upcoming meeting. Board leadership will assess interest or agreement by other members of the board with a straw poll. In order to better plan and manage board time and staff and district resources, the request will be considered if it is supported by at least three members of the board. Each request will be reviewed by board leadership and will be considered for next steps, which may be information provided to the board in the superintendent's weekly memo, an item for information or an item for future action on an upcoming

board meeting agenda. Leadership will communicate the next steps decided for the proposed topic to the requesting board member.

3. Regular meeting agendas will include a short verbal report by the chair to preview upcoming meetings and the major topics to be considered. The weekly memo from the superintendent will also include the working calendar of agenda topics for upcoming meetings.
4. In general, agendas will not be changed after they have been published.
 - On occasion, an item may be removed, postponed, or changed by board leadership with proper notice to the board and the public in advance of the meeting.
 - On occasion, with a majority vote of the board during agenda review at the beginning of the meeting, an agenda may be changed to remove, postpone, or change an item. During a meeting, an item may be postponed due to time or other constraints, with consent of the Board.
 - In exceptional circumstances, during agenda review at the beginning of the meeting a majority vote of the board may change an agenda, either to add an item or to change an item from information to action. This is discouraged, as it reduces the possibility for public comment and does not allow for staff preparation. It should be done only for a time-sensitive matter under circumstances that could not have been foreseen.
 - This will not lead to a board action in the same meeting in which it is raised except under true emergency conditions. An emergency condition would be one where:
 - Acting immediately is critical for the operations of the district, *and*
 - not acting immediately would threaten health and safety or create either an unacceptable financial consequence or timing problem for operations.

4.

Planning and Evaluation

1. Board members will conduct an annual self-assessment of the board's performance; the annual review ideally should be completed within the context of the board's spring retreat.
2. Board members will review the "Board of Director's Guiding Beliefs and Values" statement and "Working Agreements" at least annually.
3. Board members will participate in establishing annual expectations and goals for the superintendent.
4. Board members will objectively evaluate the superintendent's annual performance and provide appropriate feedback.
5. The board will annually set goals for itself, which will be reviewed and evaluated within the agenda of the summer board retreat.

I _____, have read and understand these working agreements. I agree to work under these agreements during my term as an elected school board member.

(Signature)

1. [Board Policy Sections A and B](#)
2. List of Board Committees
3. Role of Student Representatives ([Board Policy BCBA](#))
4. [ORS 192.610-690, \(Oregon Public Meetings Law\)](#)
<https://www.doj.state.or.us/6regon-department-of-justice/public-records/attorney-generals-public-records-and-meetings-manual-2014/> OSBA: Public Meetings
http://www.osba.org/Resources/Article/Board_Operations/PublicMeetings.aspx

Updated 11.24.21 version 3