

Board of Directors Meeting
 School District 4J, Lane County
 Hybrid Meeting (virtual and
 in-person)
 200 North Monroe Street
 Eugene, Oregon 97402
 Wednesday, June 21, 2023

NOTICE: The Regular Board Meeting at 7:00 p.m. will be open to the public to attend in person, via live broadcast on KRVM 1280-AM and 98.7 FM, on the internet at www.4j.lane.edu/stream, and via Zoom Webinar at <https://4j-lane-edu.zoom.us/j/91225128314>

School Board Meeting Request Forms:

Sign up to provide public comment: www.4j.lane.edu/board/publiccomment

The board will hear public testimony in person or via Zoom from community members who sign up in advance. Up to 10 people will be scheduled to provide public comment 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.

**5:00 p.m. Executive Session, 7:00 p.m. Regular Board Meeting
 Executive Session and Regular Board Meeting**

- I. **5:00 p.m. Executive Session**
 The board will meet in executive session to review and evaluate the employment-related performance of the chief executive officer.

 The board will consider records that are exempt by law from public inspection pursuant to ORS 192.660 (2) (f). Executive Sessions are not open to the public. All matters discussed during executive sessions are confidential and shall not be disclosed by any representatives of the news media without authorization by the school board.
- II. **7:00 p.m. Regular Board Meeting:**
- III. Call to Order, Roll Call, Flag Salute, Land Acknowledgement
- IV. Agenda Review
- V. Receive Reports from High School Student Representatives
- VI. Introduction of Guests and Superintendent’s Report
- 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 Revisions to Board Policy JGAB — Use of Restraint and Seclusion 4
 Presenter: Andy Dey, Superintendent
 - 2. Delete Administrative Rule IIA—AR(2) - Request for Reconsideration Process and Form 19
 Presenter: Rob Hess, Chief of Staff
 - 3. Approve Board Minutes from June 7, 2023 25
 - 4. Approve Fiber Optic Infrastructure Investment in Obtaining Optics and Multiplexers and Cabling 44

	Presenter: Steve Menachemson, Director of Technology	
5.	2023/2024 Signing Authority	45
	Presenter: Matt Brown, Director of Finance	
6.	2023/2024 Purchasing Authority	47
	Presenter: Matt Brown, Director of Finance	
7.	Set Tuition Rates for the 2023-24 School Year	49
	Presenter: Matt Brown, Director of Financial Services; Kat Lange, Director of Student Services	
8.	Supplemental Budget for FY 2022-23	51
	Presenter: Matt Brown, Director of Finance	
9.	RFP — Investment Services	53
	Presenter: Matt Brown, Director of Finance	
10.	MOA with EEA to Modify Compensation for Extra Duty Compensation Related to Athletics	56
	Presenter: Karen M. Hardin, Director of Human Resources	
11.	Approve MOA with EEA to Pilot New Structure for Compensation Related to Teacher Leadership plans in the 2023-24 School Year	61
	Presenter: Karen M. Hardin, Director of Human Resources	
12.	Approve the Maxim Healthcare Staffing Contract for Nursing Services (2023-24)	66
	Presenter: Kat Lange, Director of Student Services	
13.	Secondary Health Instructional Materials Adoption	87
	Presenter: Andy Dey, Superintendent	
14.	Approve the Partnership between Eugene SD 4J and The Science Center	90
	Presenter: Andy Dey, Superintendent	
15.	Approve the Educational Surrogate Project with CASA (Court Appointed Special Advocates)	92
	Presenter: Andy Dey, Superintendent	
XI.	Items for Information	
1.	Overview of the work to implement a new Office of the Ombudsperson for the Eugene School District 4J	104
	Presenters: Andy Dey, Superintendent Brett Harris, University of Oregon Ombuds	
	20 Minutes	
2.	Board Self-Reflection	105
	Presenter: Maya Rabasa, Board Chair	
	20 Minutes	
3.	Receive Update on Legislative Session	106
	Presenter: Judy Newman, Legislative Subcommittee Chair	
	5 Minutes	
XII.	Items for Action	
1.	Review Community Engagement Responses to Co-Location Concerns at 850 Howard Ave.	107
	Presenter: Jenna McCulley, Director of Communications and Intergovernmental Relations	
	30 Minutes	
2.	FY 2023-2024 Budget Adoption	108
	Presenter: Matt Brown, Director of Finance	
	15 minutes	
3.	Approve the Job-Related Performance Evaluation of the Chief Executive Officer and Resolution of Change to Contract of the Chief Executive Officer	111
	Presenter: Maya Rabasa, Board Chair	

	20 Minutes	
4.	Partnership with EPD Presenter: Andy Dey, Superintendent	112
	20 Minutes	
5.	Approve Resolution of Complaint Presenter: Maya Rabasa, Board Chair	113
	10 Minutes	
6.	Organize the Board of Directors for the 2023-2024 School Year — Elect Chair and Vice-Chair Presenter: Andy Dey, Superintendent	114
	15 Minutes	
XIII.	Items for Action at a Future Meeting	
XIV.	Suggestions by the Board for Consideration of Items at a Future Meeting	
XV.	Adjourn	

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

INFORMATION FOR THE DEAF AND HARD OF HEARING:
Closed Captioning is available during Board meetings through a zoom live feed
which is also displayed at in-person meetings.



ITEM FOR ACTION – CONSENT AGENDA (Second Read)

Date of Meeting

June 21, 2023

Title

Approve Revisions to Board Policy JGAB – Use of Restraint and Seclusion.

Presenter

Andy Dey, Superintendent

Background:

Policy JGAB– Use of Restraint and Seclusion was adopted on March 3, 2010, and revised in June 2010, June 2013, November 2018, October 2019, and March 2021. The Oregon School Boards Association (OSBA) revised policy JGAB in the August 2022 policy update.

Revisions to Board Policy JGAB are Required. The changes to the policy are minimal and are recommended to identify prohibitions related to both restraint and seclusion.

Recommendation

The Superintendent recommends the board approve revisions to board policy JGAB – Use of Restraint and Seclusion.

Eugene School District 4J

Code: **JGAB**
Adopted: 3/03/10
Revised/Readopted: 6/16/10; 6/05/13; 11/28/18;
10/16/19; 3/03/21
Orig. Code: JGAB

Use of Restraint or Seclusion**

The Board is dedicated to the development and application of best practices within the district's public educational/behavioral programs. The Board establishes this policy to define the circumstances that must exist and the requirements that must be met prior to, during, and after the use of restraint or seclusion as an intervention with district students.

Prohibited Restraint

The use of the following types of restraint on a student in the district is prohibited:

1. Chemical restraint.
2. Mechanical restraint.
3. Prone restraint.
4. Supine restraint.
5. Any restraint that involves the intentional and nonincidental use of a solid object¹, including a wall or the floor, to impede a student's movement, unless the restraint is necessary to prevent an imminent life-threatening injury or to gain control of a weapon.
6. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, neck or throat.
7. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, unless the restraint is necessary for the purpose of extracting a body part from a bite.
8. Any restraint that impedes, or creates a risk of impeding, breathing.
9. Any restraint that involves the intentional placement of the hands, feet, elbow, knee or any object on a student's neck, throat, genitals or other intimate parts.
10. Any restraint that causes pressure to be placed, or creates a risk of causing pressure to be placed, on the stomach or back by a knee, foot or elbow bone.
11. Any action designed for the primary purpose of inflicting pain.

¹ The use of a solid object, including furniture, a wall, or the floor, by district staff performing a restraint is not prohibited if the object is used for the staff's own stability or support while performing the restraint and not as a mechanism to apply pressure directly to the student's body.

Use of Restraint or Seclusion

Restraint or seclusion may not be used for discipline, punishment, retaliation or convenience of staff, contractors or volunteers of the district.

Restraint may be used on a student in the district only under the following circumstances:

1. The student's behavior imposes a reasonable risk of imminent and substantial physical or bodily injury to the student or others; and
2. Less restrictive interventions would not be effective.

Seclusion may be used on a student in the district only under the following circumstances:

1. The student's behavior imposes a reasonable risk of imminent and serious bodily injury to the student or others; and
2. Less restrictive interventions would not be effective.

If restraint or seclusion is used on a student, by trained staff or other staff available in the case of an emergency when trained staff are not immediately available due to the unforeseeable nature of the emergency, it will be used only for as long as the student's behavior poses a reasonable risk of imminent and substantial physical or bodily injury to the student or others and less restrictive interventions would not be effective. Students will be continuously monitored by staff for the duration of the restraint or seclusion.

Definitions

1. "Restraint" means the restriction of a student's actions or movements by holding the student or using pressure or other means. "Restraint" does not include:
 - a. Holding a student's hand or arm to escort the student safely and without the use of force from one area to another;
 - b. Assisting a student to complete a task if the student does not resist the physical contact; or
 - c. Providing reasonable intervention with the minimal exertion of force necessary if the intervention does not include a restraint prohibited under Oregon Revised Statute (ORS) 339.288 and the intervention is necessary to:
 - (1) Break up a physical fight;
 - (2) Interrupt a student's impulsive behavior that threatens the student's immediate safety, including running in front of a vehicle or climbing on unsafe structures or objects; or
 - (3) Effectively protect oneself or another from an assault, injury or sexual contact with the minimum physical contact necessary for protection.
2. "Seclusion" means the involuntary confinement of a student alone in a room from which the student is physically prevented from leaving. Seclusion includes, but is not limited to, the involuntary confinement of a student alone in a room with a closed door, whether the door is locked or unlocked.

"Seclusion" does not include the removal of a student for a short period of time to provide the student with an opportunity to regain self-control if the student is in a setting from which the student

is not physically prevented from leaving, or a student being left alone in a room with a closed door for a brief period of time if the student is left alone for a purpose that is unrelated to the student's behavior.

3. "Serious bodily injury" means any significant impairment of the physical condition of a person, as determined by qualified medical personnel, whether self-inflicted or inflicted by someone else.
4. "Substantial physical or bodily injury" means any impairment of the physical condition of a person that requires some form of medical treatment.
5. "Mechanical restraint" means a device used to restrict the movement of a student or the movement or normal function of a portion of the body of a student. "Mechanical restraint" does not include:
 - a. A protective or stabilizing device ordered by a licensed physician; or
 - b. A vehicle safety restraint when used as intended during the transport of a student in a moving vehicle.
6. "Chemical restraint" means a drug or medication that is used on a student to control behavior or restrict freedom of movement that is not prescribed by a licensed physician or other qualified health professional acting under the professional's scope of practice for the standard treatment of the student's medical or psychiatric condition; and administered as prescribed by a licensed physician or other qualified health professional acting under the professional's scope of practice.
7. "Prone restraint" means a restraint in which a student is held face down on the floor.
8. "Supine restraint" means a restraint in which a student is held face up on the floor.

Any student being restrained or secluded within the district, whether in an emergency or as a part of a plan, shall be constantly monitored by staff for the duration of the intervention. Any room used for seclusion of a student must meet the standards of OAR 581-021-0568.

Miscellaneous

The district shall utilize the Mandt System training program of restraints or seclusion for use in the district. As required by state regulation, the selected program shall be one approved by the Oregon Department of Education (ODE) and include, without limitation: positive behavior support, conflict prevention, de-escalation and crisis response techniques. Any program selected by the district must be in compliance with state and federal law with respect to the use of restraint and/or seclusion.

An annual review of the use of restraint and seclusion during the preceding school year shall be completed and submitted to ODE to ensure compliance with district policies and procedures.

The results of the review and annual report shall be documented and shall include at a minimum:

1. The total number of incidents involving restraint;
2. The total number of incidents involving seclusion;
3. The total number of seclusions in a locked room;

4. The total number of students placed in restraint;
5. The total number of students placed in seclusion;
6. The total number of incidents that resulted in injuries or death to students or staff as a result of the use of restraint or seclusion;
7. The total number of students placed in restraint or seclusion more than 10 times in a school year and an explanation of what steps have been taken by the district to decrease the use of restraint and seclusion for each student;
8. The total number of restraint or seclusion incidents carried out by untrained individuals;
9. The demographic characteristics of all students upon whom restraint or seclusion was imposed;
10. The total number of rooms available for use by the district for seclusion of a student and a description of the dimensions and design of the rooms.

This annual report shall be provided to the Board and made available to the public on the district’s website and at the district’s main office. At least once each school year parents and guardians of students of the district shall be notified about how to access the report.

The district shall investigate all complaints regarding the use of restraint and/or seclusion practices according to the procedures outlined in Board Policy KL - Public Complaints and Administrative Regulation KL-AR – Uniform Complaint Procedure. The complaint procedure is available on the home page of the district’s website and at the district’s administrative office.

The complainant, whether an individual or an organization, may appeal the district’s final decision to the Oregon Department of Education pursuant to OAR 581-002-0001 - 581-002-0023.

The superintendent shall develop administrative regulations to carry out the requirements set forth in this policy and to meet any additional requirements established by law related to the use, reporting, and written documentation of the use of restraint or seclusion by district staff.

END OF POLICY

Legal Reference(s):

ORS 161.205	ORS 339.300	OAR 581-021-0563
ORS 339.250	ORS 339.303	OAR 581-021-0566
ORS 339.285		OAR 581-021-0568
ORS 339.288	OAR 581-021-0061	OAR 581-021-0569
ORS 339.291	OAR 581-021-0550	OAR 581-021-0570
ORS 339.294	OAR 581-021-0553	OAR 581-022-2267
ORS 339.297	OAR 581-021-0556	OAR 581-022-2370

Cross Reference(s):

JGA - Corporal Punishment
 JGDA - Discipline of Students with Disabilities

Eugene School District 4J

Code: **JGAB**
Adopted: 3/03/10
Revised/Readopted: 6/16/10; 6/05/13; 11/28/18;
10/16/19; 3/03/21; ~~XX/XX/XX~~
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Use of Restraint or Seclusion**

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7. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, unless the restraint is necessary for the purpose of extracting a body part from a bite.
8. Any restraint that impedes, or creates a risk of impeding, breathing.
9. Any restraint that involves the intentional placement of the hands, feet, elbow, knee or any object on a student's neck, throat, genitals or other intimate parts.
10. Any restraint that causes pressure to be placed, or creates a risk of causing pressure to be placed, on the stomach or back by a knee, foot or elbow bone.
11. Any action designed for the primary purpose of inflicting pain.

¹ The use of a solid object, including furniture, a wall, or the floor, by district staff performing a restraint is not prohibited if the object is used for the staff's own stability or support while performing the restraint and not as a mechanism to apply pressure directly to the student's body.

The use of a seclusion cell is prohibited.

Use of Restraint or Seclusion

Restraint or seclusion may not be used for discipline, punishment, retaliation or convenience of staff, contractors or volunteers of the district.

Restraint may be ~~imposed~~ ~~used~~ on a student in the district only under the following circumstances:

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2. Less restrictive interventions would not be effective.

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If restraint or seclusion is used on a student, by trained staff or other staff available in the case of an emergency when trained staff are not immediately available due to the unforeseeable nature of the emergency, it will be used only for as long as the student's behavior poses a reasonable risk of imminent and substantial physical or bodily injury to the student or others and less restrictive interventions would not be effective. Students will be continuously monitored by staff for the duration of the restraint or seclusion.

Definitions

1. "Restraint" means the restriction of a student's actions or movements by holding the student or using pressure or other means. "Restraint" does not include:
 - a. Holding a student's hand or arm to escort the student safely and without the use of force from one area to another;
 - b. Assisting a student to complete a task if the student does not resist the physical contact; or
 - c. Providing reasonable intervention with the minimal exertion of force necessary if the intervention does not include a restraint prohibited under Oregon Revised Statute (ORS) 339.288 and the intervention is necessary to:
 - (1) Break up a physical fight;
 - (2) Interrupt a student's impulsive behavior that threatens the student's immediate safety, including running in front of a vehicle or climbing on unsafe structures or objects; or
 - (3) Effectively protect oneself or another from an assault, injury or sexual contact with the minimum physical contact necessary for protection.
2. "Seclusion" means the involuntary confinement of a student alone in a room from which the student is physically prevented from leaving. Seclusion includes, but is not limited to, the involuntary confinement of a student alone in a room with a closed door, whether the door is locked or unlocked.

“Seclusion” does not include the removal of a student for a short period of time to provide the student with an opportunity to regain self-control if the student is in a setting from which the student is not physically prevented from leaving, or a student being left alone in a room with a closed door for a brief period of time if the student is left alone for a purpose that is unrelated to the student’s behavior.

3. “Seclusion cell” means a freestanding, self-contained unit that is used to isolate the student from other students or physically prevent a student from leaving the unit or cause the student to believe that the student is physically prevented from leaving the unit.
4. “Serious bodily injury” means any significant impairment of the physical condition of a person, as determined by qualified medical personnel, whether self-inflicted or inflicted by someone else.
5. “Substantial physical or bodily injury” means any impairment of the physical condition of a person that requires some form of medical treatment.
6. “Mechanical restraint” means a device used to restrict the movement of a student or the movement or normal function of a portion of the body of a student. “Mechanical restraint” does not include:
 - a. A protective or stabilizing device ordered by a licensed physician; or
 - b. A vehicle safety restraint when used as intended during the transport of a student in a moving vehicle.
7. “Chemical restraint” means a drug or medication that is used on a student to control behavior or restrict freedom of movement that is not prescribed by a licensed physician or other qualified health professional acting under the professional’s scope of practice for standard treatment of the student’s medical or psychiatric condition; and administered as prescribed by a licensed physician or other qualified health professional acting under the professional’s scope of practice.
8. “Prone restraint” means a restraint in which a student is held face down on the floor.
9. “Supine restraint” means a restraint in which a student is held face up on the floor.

Any student being restrained or secluded within the district whether in an emergency or as a part of a plan shall be constantly monitored by staff for the duration of the intervention. Any room used for seclusion of a student must meet the standards as outlined in Oregon Administrative Rule (OAR) ~~581-021-0568~~.

Miscellaneous

The district shall utilize the Mandt System training program of **restraint** or seclusion for use in the district. As required by state regulation, the selected program shall be one approved by the Oregon Department of Education (ODE) and include, **but not limited to**, ~~without limitation~~: positive behavior support, conflict prevention, de-escalation and crisis response techniques. Any program selected by the district must be in compliance with state and federal law with respect to the use of restraint and ~~or~~ seclusion.

An annual review of the use of restraint and seclusion during the preceding school year shall be completed and submitted to ODE to ensure compliance with district policies and procedures.

The results of the review and annual report shall be documented and shall include at a minimum:

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2. The total number of incidents involving seclusion;
3. The total number of seclusions in a locked room;
4. The total number of students placed in restraint;
5. The total number of students placed in seclusion;
6. The total number of incidents that resulted in injuries or death to students or staff as a result of the use of restraint or seclusion;
7. The total number of students placed in restraint or seclusion more than 10 times in a school year and an explanation of what steps have been taken by the district to decrease the use of restraint and seclusion for each student;
8. The total number of restraint or seclusion incidents carried out by untrained individuals;
9. The demographic characteristics² of all students upon whom restraint or seclusion was imposed;
10. The total number of rooms available for use by the district for seclusion of a student and a description of the dimensions and design of the rooms.

This annual report shall be provided to the Board and made available to the public on the district's website and at the district's main office.

At least once each school year the parents and guardians of students of the district shall be notified about how to access the report.

The district shall investigate all complaints regarding the use of restraint and/or seclusion practices according to the procedures outlined in Board Policy KL - Public Complaints and Administrative Regulation KL-AR – Uniform Complaint Procedure. The complaint procedure is available on the home page of the district's website and at the district's administrative office.

The complainant, whether an individual or an organization, may appeal the district's final decision to the Oregon Department of Education pursuant to OAR 581-002-0001 - 581-002-0023.

The superintendent shall develop administrative regulations to carry out the requirements set forth in this policy and to meet any additional requirements established by law related to the use, reporting, and written documentation of the use of restraint or seclusion by district staff.

END OF POLICY

² Including race, ethnicity, gender, disability status, migrant status, English proficiency and status as economically disadvantaged, unless the demographic information would reveal personally identifiable information about an individual student.

Legal Reference(s):

[ORS 161.205](#)
[ORS 339.250](#)
[ORS 339.285](#)
[ORS 339.288](#)
[ORS 339.291](#)
[ORS 339.294](#)
[ORS 339.297](#)

[ORS 339.300](#)
[ORS 339.303](#)

[OAR 581-021-0061](#)
[OAR 581-021-0550](#)
[OAR 581-021-0553](#)
[OAR 581-021-0556](#)

[OAR 581-021-0563](#)
[OAR 581-021-0566](#)
[OAR 581-021-0568](#)
[OAR 581-021-0569](#)
[OAR 581-021-0570](#)
[OAR 581-022-2267](#)
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An annual review of the use of restraint and seclusion during the preceding school year shall be completed and submitted to ODE to ensure compliance with district policies and procedures.

The results of the review and annual report shall be documented and shall include at a minimum:

1. The total number of incidents involving restraint;
2. The total number of incidents involving seclusion;
3. The total number of seclusions in a locked room;
4. The total number of students placed in restraint;
5. The total number of students placed in seclusion;
6. The total number of incidents that resulted in injuries or death to students or staff as a result of the use of restraint or seclusion;
7. The total number of students placed in restraint or seclusion more than 10 times in a school year and an explanation of what steps have been taken by the district to decrease the use of restraint and seclusion for each student;
8. The total number of restraint or seclusion incidents carried out by untrained individuals;
9. The demographic characteristics² of all students upon whom restraint or seclusion was imposed;
10. The total number of rooms available for use by the district for seclusion of a student and a description of the dimensions and design of the rooms.

This annual report shall be provided to the Board and made available to the public on the district's website and at the district's main office.

At least once each school year the parents and guardians of students of the district shall be notified about how to access the report.

The district shall investigate all complaints regarding the use of restraint and/or seclusion practices according to the procedures outlined in Board Policy KL - Public Complaints and Administrative Regulation KL-AR – Uniform Complaint Procedure. The complaint procedure is available on the home page of the district's website and at the district's administrative office.

The complainant, whether an individual or an organization, may appeal the district's final decision to the Oregon Department of Education pursuant to OAR 581-002-0001 - 581-002-0023.

The superintendent shall develop administrative regulations to carry out the requirements set forth in this policy and to meet any additional requirements established by law related to the use, reporting, and written documentation of the use of restraint or seclusion by district staff.

END OF POLICY

² Including race, ethnicity, gender, disability status, migrant status, English proficiency and status as economically disadvantaged, unless the demographic information would reveal personally identifiable information about an individual student.

Legal Reference(s):

[ORS 161.205](#)
[ORS 339.250](#)
[ORS 339.285](#)
[ORS 339.288](#)
[ORS 339.291](#)
[ORS 339.294](#)
[ORS 339.297](#)

[ORS 339.300](#)
[ORS 339.303](#)

[OAR 581-021-0061](#)
[OAR 581-021-0550](#)
[OAR 581-021-0553](#)
[OAR 581-021-0556](#)

[OAR 581-021-0563](#)
[OAR 581-021-0566](#)
[OAR 581-021-0568](#)
[OAR 581-021-0569](#)
[OAR 581-021-0570](#)
[OAR 581-022-2267](#)
[OAR 581-022-2370](#)

Cross Reference(s):

JGA - Corporal Punishment
JGDA - Discipline of Students with Disabilities

CLEAN VERSION



ITEM FOR ACTION — CONSENT AGENDA

Date of Meeting

June 21, 2023

Title

Delete Administrative Rule IIA–AR(2) – Request for Reconsideration Process and Form

Presenter

Rob Hess, Chief of Staff

Background:

The Board voted and approved to make Administrative Regulation IIA–AR into a Board Policy instead of an Administrative Regulation.

Currently the district has a Board Policy and two Administrative Regulation for Board Policy IIA – Instructional Resources/Instructional Materials.

Board Policy IIA–Instructional Resources/Instructional Materials was originally adopted by the Board in 1973. Since that time, the policy has undergone a number of revisions and readopted by the Board on 4/16/80; 10/17/90; 12/11/02; 4/20/16; 11/07/18.

Administrative Regulation – IIA–AR Instructional Materials Selection was adopted by the board on 4/20/16.

Administrative Regulation – IIA-AR(2) Request for Reconsideration Process and Form was adopted by the Board on 2/15/23

Earlier this year, the Board requested a more comprehensive process to address requests for reconsideration of instructional materials.

On February 15, 2023, the Board approved a new Administrative Regulation “IIA-AR(2)” that outlines both informal and formal steps in the reconsideration of instructional materials process.

There are now two separate AR’s for Board Policy IIA:

- 1. IIA–AR Instructional Materials Selection***
- 2. IIA–AR(2) Request for Reconsideration Process and Form***

Like a Board Policy, an Administrative Regulation that has been adopted by the Board,

cannot be changed or modified without approval of the Board.

At the June 7, 2023 Board Meeting, the Board approved policy IIAA – Public Request for Reconsideration about Curriculum/Instructional/Library Materials.

As noted in Board Policy IIAA, the Board directs the superintendent to establish a robust Administrative Regulation for policy IIAA.

Options and Alternatives:

To be discussed.

Recommendation

The superintendent recommends the Board delete IIA-AR(2)

Eugene School District 4J

Code: IIA-AR(2)

Revised/Reviewed: 2/15/23

Request for Reconsideration Process and Form

Request for Reconsideration of Instructional Materials - Informal

While care is always exercised in selecting instructional materials, there will be occasions when a member of the community, staff, or a district administrator may find certain classroom or library instructional materials inappropriate and wish to request a reconsideration of their use. In such an event, the concerned individual shall first contact the teacher or librarian in an attempt to informally resolve the issue.

Step 1. The concerned individual will contact the teacher or librarian directly to assert their concerns and schedule a meeting.

1. Within five working days of the receipt of the concerns, the teacher or librarian shall arrange to meet with the individual and:
 - a. listen to the concerns;
 - b. explain the learning resource's selection procedures;
 - c. explain the particular place the questioned resource occupies in the educational program;
 - d. explain the resource's intended educational usefulness;
 - e. and, work with the individual to resolve their concerns;
 - (1) including but not limited to, offering the student, if a student is involved, another agreed upon comparable and acceptable learning resource

Step 2. If the concerned individual is not able to resolve the concerns informally with the teacher or librarian, they shall share their concerns with the building principal. The principal shall try to resolve the matter informally using the [Instructional Materials Conversation Guide for Principals](#). The principal shall acknowledge receipt of all written or verbal requests for reconsideration of the use of instructional materials throughout the process.

The informal process may not be used to remove resources from the District instructional curriculum or from campus libraries. Resources may only be removed if that is determined after completing both the informal and formal challenge process outlined.

Reconsideration of Instructional Materials - Formal

If the concern is not resolved after meeting with the principal and/or they want the material removed from the District instructional curriculum, this formal process shall be followed:

Step 1. The concerned individual will complete the [Request for Reconsideration form](#) and submit it to the school principal.

- Step 2.** The principal shall notify all staff members who are directly involved in the request.
- Step 3.** The principal shall forward the Request for Reconsideration form, Instructional Materials Conversation Guide for Principals form, and other relevant documentation to an Assistant Superintendent of Instruction. A copy of all requests should also be forwarded to the district librarian, so that the district librarian can share it with the national librarians' association, which tracks book challenges across the country.
- Step 4.** Upon receipt of a written Request for Reconsideration form, an Assistant Superintendent of Instruction will determine the appropriate course of action:
1. If the subject matter in question is Board Approved Curriculum that has been vetted via the Adoption of Instructional Materials in a Core or Non-Core subject area as outlined in School Board Policy IIA-AR within the past 5 years, the Assistant Superintendent of Instruction will determine if any further evaluation needs to be done.
 2. If the instructional material in question has been evaluated by a review committee within the past 5 years then the finding from the previous evaluation will be presented to the individual requesting reconsideration with no further action.
 3. Transmit the Request for Reconsideration and any supporting documentation to Legal Counsel for review and guidance as needed.
 4. If it is determined that the Request for Reconsideration warrants additional attention, then the Assistant Superintendent of Instruction shall convene a review committee within 20 student contact days of receipt of Request for Reconsideration.
- ¹Under no circumstances should the materials and/or library books in question be removed from circulation or classrooms until the challenge process has been completed.
- Step 5.** The Assistant Superintendent of Instruction and/or designee will contact the individual requesting reconsideration to confirm receipt of the form and either provide a written explanation as to why the Reconsideration will not move forward or explain the review committee process.
- Step 6.** If the Assistant Superintendent of Instruction decides to move forward with a review committee they, or a designee, will personally contact the teacher or teacher librarian and request they complete the appropriate [Teacher](#) or [Library](#) Response Form to inform the review committee.

¹The Assistant Superintendent and/or Superintendent may decide to pull challenged material during the process if upon evaluation of the instructional materials they determine it is so egregious in nature that it is damaging to students. (i.e the incitement to hatred, intolerance, discrimination and violence)

Step 7. The review committee shall be appointed by the Assistant Superintendent of Instruction who will then chair and/or designate a district administrator to chair the committee. The review committee may be composed of the following stakeholders:

1. School or district librarian (*required*)
2. PTO or Site Council parent representative from referring school (if possible based on timeline)
3. Building administrator from same level
4. Classroom teacher(s) from same grade/content area (*required*)
5. Elementary and/or Secondary TOSA (Teacher on Special Assignment) in the content area if applicable
6. Level Director
7. Curriculum Director or Designee
8. Director of Equity, Inclusion & Instruction
 - a. Rights holder may be added at the Director of Equity Inclusion and Instruction (EII) request

Committee Review Procedure

1. The committee will meet, learn about the process, and will receive a copy of the challenged material;
2. Committee members will read/watch/listen and/or view the challenged material in its entirety;
3. The committee will receive the Request for Reconsideration Form responses, the [Teacher](#) or [Library](#) Response Forms and Instructional Materials Conversation Guide for Principals form;
4. The committee will meet again and discuss the claims. The committee should take into account the applicable instructional objectives and materials selection criteria, as well as the age and development of the students using the material;
5. The committee will formulate their recommendations and prepare a written report using the Instructional [Materials Reconsideration Review Committee Report](#). This report will present both majority and minority opinions and include a recommendation to retain the material in its original location, to relocate the material to an advisory location, or to remove the material.

Step 8. Following a review of the challenged material, the review committee shall submit its report and recommendation to the Assistant Superintendent of Instruction and/or Superintendent for a decision.

Action Taken

Disposition of the request shall be made known to all parties in the action including committee members, the person(s) submitting the request, the principal, the teacher(s) involved, and all site-based teachers in that grade level (for elementary) or subject area (for secondary).

DELETED

MINUTES OF THE REGULAR BOARD MEETING OF THE BOARD OF DIRECTORS SCHOOL DISTRICT 4J, LANE COUNTY, OREGON

Date: June 7, 2023

The Board of Directors (BOD) of School District No. 4J, Lane County, Eugene, Oregon, held a regular BOD meeting at 7:00 p.m. via video conference and at the Education Center, 200 North Monroe Street in Eugene, Oregon. Notice of the meeting was mailed to the media and posted in the Education Center on June 2, 2023.

ROLL CALL

BOARD MEMBERS PRESENT:

Maya Rabasa, Chair
Michelle Hsu
Gordon Lafer
Alicia Hays
Judy Newman

STAFF:

Andy Dey, Superintendent
Debbie McKim
Seth Pfaefflin
Kari Skinner
Rob Hess
Jeff Johnson
Sebastian Bolden
Jenna McCulley
Steve Menachemson
Oscar Loureiro
Matt Brown
Collina Beard

STUDENT ASVISORY PANEL MEMBERS:

North Eugene High School
Sheldon High School

I. REGULAR BOARD MEETING

II. CALL TO ORDER, ROLL CALL, FLAG SALUTE, AND LAND ACKNOWLEDGEMENT

Chair Rabasa called the regular meeting to order at 7:09 p.m. She said the names of board members who were present. Superintendent Dey led the flag salute, and Chair Rabasa read the Land Acknowledgement.

III. AGENDA REVIEW

Chair Rabasa asked board members if there were any changes to the agenda.

There were no changes to the agenda.

IV. RECEIVE REPORTS FROM HIGH SCHOOL REPRESENTATIVES

The student representative from North Eugene High School (NEHS) gave report. Finals had been stressful for students. On June 7, 2023, seniors had their senior stroll, where they had the opportunity to stroll through their elementary schools and reminisce with

elementary school teachers. Regarding what to do with the land at the old NEHS, many students were in favor of adding field space for the NEHS athletic programs or building a new school for Yujin Gakuen (YG). The representative requested that the board consider suggestions from students when deciding how to utilize the space. Students had requested that the sculptures on the old NEHS property be preserved. The second annual Pride Festival was held at NEHS on June 2, 2023. It was funded by the Gender Sexuality Alliance (GSA) and with community donations. Festivities included local vendor booths, and a drag show. The representative noted they were happy to see board members in attendance. A dozen of protestors from an out-of-state church gathered outside of the school in protest of the festival. Religious passages were shouted at students attending the event. The protestors walked on the school property to hand out flyers to people in line for the event. The flyers contained hate speech and graphic imagery. The flyer was an inappropriate thing to present to children trying to come together as a community and support each other. The representative asked that the 4J District and Board continue to provide their support for LGBTQIA+ initiatives.

The student representative from Sheldon High School (SHS) gave report. It was an active week for music programs. The Associated Student Body (ASB) elections would take place on June 9, 2023, and a new student-led election process would take effect. The SHS softball team won the state championships. Advanced placement (AP) literature students would perform abridged versions of Shakespeare's King Lear in a Midsummer Night's Dream. The debate club hosted its first formal debate, and the astronomy club held a stargazing event. Senior graduation would take place on June 10, 2023. The representative noted this would be their final report and said they were happy to have attended 4J Board meetings this school year to learn about the inner workings of the school board. Unfortunately, it only took a few meetings before dysfunction between board members became apparent. The representative reminded the board to work together for the sake of the district, staff, teachers, and students. They asked the board to begin the new school year with the spirit of collaboration and make efforts to serve every student in the district.

There were no other comments.

V. INTRODUCTION OF GUESTS AND SUPERINTENDENTS REPORT

Superintendent Dey said as the academic year came to an end, it was a good time to reflect on the vast body of work and accomplishments throughout the district. Later this week, the district would come together to celebrate the K–12 careers of seniors in the district. The Summer Intensives program would supplement the regular school year by connecting students with extended learning throughout the summer months. The board prepared for the addition of new board members. Superintendent Dey would attend the Coalition of Oregon School Administrators Conference virtually. He thanked the board for their partnerships and said there was no denying their passion and dedication. He assured the community that the district would reflect on important lessons learned this year and build upon them for the coming school year. He expressed gratitude for the support and unwavering grace he received in his first year as superintendent.

There were no other comments.

VI. ITEMS RAISED BY AUDIENCE

Michael Hutchins said they were a non-binary member of the Eugene community. Recent public comments at past 4J Board meetings expressed harmful rhetoric against students of color and the queer and trans communities. Hutchins expressed their unwavering support for those marginalized groups and urged the school board to do the same. In 2023, there had been a rise in anti-inclusive policies and bans across the nation. 556 anti-trans bills had been introduced in United States legislation. Despite that, Oregon, and Eugene had remained a safer space for the queer community than many other places nationwide. Trans and queer students belonged in schools and deserved to feel respected and safe. Respect and safety should also be extended to people of color. The historical devaluing of the black population needed to be recognized and taught. Social acceptance of marginalized groups was essential for their ability to maintain good mental health and wellbeing and reduce the rate of social ostracization and suicide.

Chal McCollough said parents had the constitutionally protected right to take care of and control their children, not other people's children. Last month the 4J School District (4JSD) was under fire for assigning students homework where they were directed to write about their sexual fantasies. Last week, there was a four-day Pride Fest at NEHS where drag queens performed in the presence of young children and encouraged them to explore their gender identities and use gender confusing pronouns. Adults in attendance were sexually aroused. 4J's support of the LGBTQIA+ community undermined students' self-confidence and resiliency. Confusing pronouns promoted narcissistic behavior that made children threaten and manipulate people if they did not get their way. It gave children a lack of empathy and a sense of entitlement. During COVID, he witnessed critical race theory being taught and teachers who portrayed being trans as a positive thing. This was dangerous and causing injuries to students. Last month, Oregon passed the House Bill 2002, which allowed children under the age of 18 to take puberty blockers and get sex changes and abortions without parents' permission. The 4JSD should not encourage children to be injured like that.

Irene Henjum thanked the board for their service this year. She said she was a volunteer organizer for Showing Up for Racial Justice (SURJ) in Eugene / Springfield, and received a call on June 9, 2023, from a parent in tears because their child was exposed to the toxic behavior exhibited by protestors at the NEHS Pride Festival. LGBTQIA+ students were at risk of bullying, aggression, and suicide. Weaponized attacks against marginalized groups were intentional and organized. Children should be able to go to school and feel safe. That was important to her because her cousin, Lavender, committed suicide a few years ago after many years of rejection and depression. She was transgender and not accepted by members of her family and community despite being a beautiful person. She encouraged the board to continue investing in diversity.

Jessie Louisberg said they felt the need to respond to the homophobic and anti-queer remarks made by members of the public during these meetings. One of their children was queer and there was no question when it came to supporting them. Their inclusive household had allowed their child to express themselves and blossom into who they were. They were a gift to their parents and their entire household. Acceptance at school and in the wider community helped allow them to be true to their self. When children in the queer community are not supported, they are at greater risk for suicide. 4J's commitment to inclusivity means more children would feel safe and included at school. He encouraged the board to continue to support LGBTQIA+ initiatives. For any parent who was against the LGBTQIA+ community and the school districts disposition

on LGBTQIA+ initiatives, your children could be gay, trans, or non-binary. If they hear what your saying about these important topics, they will hide from you instead of coming out. Your behavior would prohibit them from blossoming and being true to their self.

Angie Foster-Lawson said their pronouns were they / them. They were the parent of a preschool-aged toddler in the 4JSD. When their toddler entered school in the coming years, they would be part of an LGBTQIA+ family. Being kind, affirming, and loving, to one another was always age appropriate in their house. She voiced her support for LGBTQIA+ children and families and the 4J staff who were under a violent microscope right now. Anti-LGBTQIA+ remarks were aligned with high-funded right-wing efforts to remove resources and safety in schools for queer and trans youth. Oregon had some strong legal policy protections for trans youth but that did not mean that there was not harm being done in schools throughout the state. Last week, they attended the Pride Fest event with fellow parents. They gave away over 200 pride pins to show support and love for LGBTQIA+ children and their parents. The Pride Fest was a lifeline of joy and community connection during a time of ongoing violence and silence, which caused children to skip school, administrators to field violence, and many other negative impacts. They thanked the school board for supporting the LGBTQIA+ community and said that the anti-LGBTQIA+ rhetoric, misinformation, and bias must be taken seriously by the board.

Marion Malcom said she was the grandmother of two children in the 4JSD. One attended Kelly Middle School (KMS) and one attended NEHS. One identified as gay and the other as non-binary. She was happy to see both of them feel comfortable being who they were at school. That was attributed to their teachers and their friend groups. There seemed to be an expansive and accepting attitude toward gender expressions and identities and she was glad about that. There were horrifying proposals of anti-gay and anti-trans legislation forming in the republican opposition. The removal of books from libraries that address sexuality or gender identity came about because older people find challenges to a deeply rooted, white male-dominated model of society. She encouraged the board to put student safety first by standing strong in their support of the LGBTQIA+ community, no matter how much pressure they received about the topic. She added if the board did, they could save lives.

Chair Rabasa called a recess while a disruptive member of the community was escorted out of the meeting.

VII. COMMENTS BY EMPLOYEE GROUPS

Seth Pfaefflin introduced himself as the President of MAPS, the 4J School District employee group that represented the managers, administrators professionals, and supervisors. June 2023 would be his last month serving as the MAPS president. Misty Jackson would be the new president. He believed that a shift was about to occur in education and many other parts of human existence due to the rise in artificial intelligence. He acknowledged all the seniors about to graduate, who applied and received a 1,000-dollar MAPS scholarship for college. MAPS thanked outgoing board members for their time and dedication. He was especially appreciative of Alicia Hays for her dedication to special education services and students with disabilities. He thanked all the board members for their hard work this school year.

There were no other comments.

VIII. COMMENTS AND COMMITTEE REPORTS BY INDIVIDUAL BOARD MEMBERS

Ms. Newman said she attended the Pride Festival at NEHS. There was music, food, and activities. The atmosphere was relaxed and joyful with a sense of safety and celebration. It was unfortunate that protestors were at the main entrance, although, that did not dampen the energy inside the event. She noted that June was Pride Month, which was dedicated to LGBTQIA+ culture, and the commemoration of the gay rights movement. She referenced the raid that took place in New York City's Stonewall Inn on June 28, 1969, which sparked a riot and six days of protest in opposition of brutality against the gay community. The pride movement represented confidence, love, and joy. Having confidence was not always easy, especially if people were not supported. She also attended the 4J Mental Health Subcommittee meeting and learned about the Integrated Mental Health Approach being planned within the district. This plan would build systems of support for students and staff. The plan included mental health education and promotion of healthy coping skills with a focus on early intervention and suicide prevention.

Ms. Hsu said she also attended the Pride Festival for the second year, and it seemed twice as big this year. It was heartwarming to see the community support the event. She hoped students and staff felt safe despite the misinformed, anti-queer contingent that stood outside on the sidewalk. She did not understand why they needed to show up in protest of a fun and festive gathering. She hoped their message of misinformation and hate would never discourage events like that from taking place. She also attended the 4J Mental Health Subcommittee meeting. She noted that any 4J student could get a library card from the Eugene public library, which was a welcomed change because many school libraries continued to be understaffed. The pilot programs for three new teacher librarians at Holt, Howard, and Chavez had shown to be successful in the first year. These positions needed to be protected and expanded to include librarians at every school, which would be another step toward improving literacy and building school community. She acknowledged that she was impressed with the high school representatives and said their input had been invaluable.

Ms. Hays said she visited KMS and YG and took a picture of a bathroom classroom. She said there was actually a desk in the bathroom. She thanked representatives from the schools for her tour of the property and said it was very informative. She noted that she was excited that the district was working to resolve the colocation of the schools. She congratulated 4J staff who would be retiring after this school year. She mentioned that Joy Marshall had retired from Stand for Children, and that she always provided good insight and input, and challenged assumptions, which she thought was important. She said she had spent 16 years on the 4J Board and was excited to see seniors graduate this year, some of which she had known since they were very young. In her 40 plus years of attending pride events, there were always people screaming and yelling in protest outside. She thanked those who worked on publicizing the event and noted that most young people rally against authority, so the protestors only helped increase interest and participation. Despite earning a degree in education, she ended up being a manager because managing 600 people was easier than managing a classroom. Before she transitioned into management, she was a student teacher in a government class at her old high school. The teacher assigned a project where the students were to come up

with a legislative bill and move it through the house and the senate. She noted that the teacher was also the girls' basketball coach and at the time, she was only five years older than the students in the class, some of which were gay. A few students wanted to pass a bill that would hunt down, lock up, hang, or execute homosexuals, and the teacher allowed it. Ms. Hays did not speak up and realized in that moment that she was not cut out to be a teacher. She instead spent 16 years as a 4J Board member and put her efforts toward many initiatives, including the transgender policy. She said the current board had been incredibly supportive of the issues that were important to her. She enjoyed being part of 4J because of boards like this one, who passed the transgender policy. She felt sure that the new board would be as supportive.

Vice Chair Lafer said that June was Pride Month, and that he was the proud father of a career 4J student. He expressed appreciation for the queer community, including trans, bisexual, and gender fluid people, and everyone who showed up to school as their true selves. He extended his appreciation to those who have not yet found a safe space to be their true selves. He thanked everyone who helped put the Pride Festival together at NEHS. The district received a lot of emails about it, most were supportive, but some were self-declaring that queerness was unnatural and should not be celebrated or even acknowledged in schools. To be clear, it was the job of the board to ensure that all students were respected, honored, and celebrated. There were queer and trans students and staff within 4J, and students and staff who had queer, trans, or gender fluid parents and family members. Every one of those students, staff, and family members needed to be heard, seen, supported, and celebrated by the 4J Board and the school community. As a whole, the district would not tolerate any students being told that their identities or the identities of their family members needed to be denied. To allow that would make the district a breeding ground for discrimination, bigotry, and violence. Even the most anti-queer people who testified at these meetings would not think it permissible to stand in a public meeting and declare that inter-religious or inter-racial marriages were violations of God's will and as such, kids' identities should not be acknowledged in schools. He did not know why anyone would think it was okay to apply that mindset toward queer or trans students. He knew people from out of town showed up to protest the Pride Festival at NEHS to yell at, harass, and attempt to shame participating students. As far as he knew, there were also people protesting the event who were from this community. All of those people should be ashamed of their selves. It was a free country, and they could think what they wanted. If they wanted to argue with board members, that was fine, but at least have the human decency to keep their mouths shut in the presence of these kids and treat all students with respect. He mentioned the importance of teacher retention regarding reading and literacy education. There had been a lot of talk statewide and nationwide about the science of reading and implementing a K3 curriculum around that. He did not believe there was a science to reading in the traditional sense, i.e., you get the same outcome every time, no matter who uses such curriculum. This was an idea being pushed by large-scale corporations in the attempt to teacher-proof education. They claimed to have discovered one set of reading exercises that would work every time for every student. Teaching and learning were inherently human relational activities that could not be standardized. No matter what curriculum the district used, its success would be dependent on the districts ability to recruit, retain, and support good teachers. The

implementation of new curriculum took two years of professional development for teachers to learn. No curriculum could succeed in an environment where there was high teacher turnover. During his time on the board, he had seen good teachers leave the district. No one had sat down with them to ask them why and determine what, if anything, could be done differently. The only way to prevent teachers from leaving was determining why they were leaving. The district needed to do exit interviews in collaboration with the teachers' union so teachers would feel protected. He urged the incoming board to make this one of their priorities. If not, the district would continue to waste time and money on initiatives that look good on paper but do not work in practice.

Chair Rabasa congratulated 4J graduates. She echoed Ms. Hsu's appreciative words for the student representatives. She extended her gratitude for all 4J staff members who would be retiring at the end of this school year. She thanked the students and staff for their work on organizing the second annual pride event and ensuring that the neighboring Bethel community was also invited. She said the event was a huge success, having over 1,000 attendees. It was filled with joy and celebration, and it proved that 4J was committed to its priority of working to ensure every single student belonged and was valued. As a board member and community member, she believed that every LGBTQIA+ student and staff member, in addition to their family members, were valuable members of the community and they deserved to be safe, respected, cared for, and welcome. The district did not want to discount or ignore the harmful impact that discriminatory rhetoric had on students. She stated her commitment to provide support for students and staff who were under attack and said the district did not accept this to be a matter of ideology. 4J's two-spirit LGBTQIA+ members were not up for debate. She thanked the community for their support and for showing up in person, via email, and in making public comments in support of the LGBTQIA+ community.

IX. PUBLIC HEARING ON 2023 – 2024 BUDGET

Presenter: Matt Brown, Finance Director

Mr. Brown gave a general overview of the budget. Tonight, a public hearing would be opened for the budget, and on June 21, 2023, the board would hopefully approve and adopt the budget. The General Fund was estimated at 72 million dollars, and the district received 83 million dollars in property taxes. The biggest revenue fund was the State School Fund, which brought in 109 million dollars. The Local Option was 23 million dollars. He noted that the State School Fund was based on enrollment levels around the state. If one school's enrollment level dropped, the fund would be adjusted, and each school would get less. If the percentage of enrollment dropped 20 percent at each school throughout the state, the State School Fund would remain the same. The General Fund was the main fund for district operations. The second largest fund was Capitol Projects, which were funded by bonds. Functions were used in the accounting structure that was predicated from the Oregon Department of Education. Examples of functions were instructions, student services, and facilities. Out of the entire budget, 46 percent was equated to people, and 88 percent of the General Fund was equated to people. As the district went into the next school year and the coming years, a Local Option levy would be coming up soon, and the district was looking at scenarios of what the budget would like if the levy passed and if it did not. The district had a lot of federal funding right now, which equated to their ability to pay for a lot of things. In 2024, that funding would expire, and adjustments needed to be made. Many school districts in the

state did not have an ending fund balance as healthy as the Eugene School District. Because of the balance level, and the work of previous financial directors and board members, the district had been able to save in preparation for less money. The district had been able to make long-term adjustments over an extended period of time instead of quick adjustments. Whether the levy passed or not, budget cuts would need to be made across the entire district either way. The budget book was being worked on and a lot of research was being conducted to create a book that clearly explained how the budget worked. It was anticipated that its completion would occur in July, and it would be released to the public at that time.

Vice Chair Lafer asked if the state's proposed two-billion-dollar biennial was included in the budget.

Mr. Brown said no.

Ms. Hays reminded the incoming board to be somewhat nervous about the budget and said if they planned accordingly, big deficits and quick adjustments could be avoided.

There were no other comments or questions.

X. CONSENT GROUP

X.1. Approve board meeting minutes for May 3, May 10, and May 17, of 2023.

X.2. Approve TNTP Contract Extension for the 2023 – 2024 School Year

X.3. Approve BEPA 2.0 (Be Physically Active 2Day)

X.4. Approve Bond Project — Safety and Security — High School Entry Improvements

X.5. Approve Bond Project — Kelly Middle School: Furniture Purchase

X.6. Approve Revisions to Board Policy IGBB — Talented and Gifted Program (2nd Read)

X.7. Approve Revisions to Board Policy IGBBA — Identification — Talented and Gifted Students (2nd Read)

X.8. Approve Deleting Board Policy IGBBC — Talented and Gifted — Program and Services (2nd Read)

X.9. Approve Revisions to Board Policy IK — Academic Achievement (2nd Read)

MOTION: Vice Chair Lafer moved, seconded by Ms. Hays to adopt the Consent Group as presented.

Chair Rabasa asked if there was any discussion.

There was no discussion. Chair Rabasa called for a vote.

The motion passed unanimously (5:0:0).

Chair Rabasa, Vice Chair Lafer, Ms. Hays, Judy Newman, and Ms. Hsu voted in favor of adopting the Consent Group as presented.

XI. ITEMS FOR INFORMATION

XI.1. 4J Student Climate Justice Team

Presenters: Tana Shepard, Climate, Energy and Conservation TOSA; Sarah Ruggiero Kirby, Secondary Science TOSA, Outdoor School Coordinator; 4J Students of the 4J Student Climate Justice Team

The 4J Climate Justice Team was formed in 2020 and was made of students from high schools across the district. Their primary focus was climate action across 4J, which included informing students on how they could mitigate the climate crisis. Past Achievements included the following:

- Cross District Collaboration
- District-wide Clothing Swap
- Worked with State Legislators on Climate Education Bill
- Created Informative Lessons for Elementary Schools
- City Club of Eugene – Presentation
- Presenting to Oregon Department of Education Science and the Council of State Supervisors

The Churchill High School (CHS) chapter had implemented sustainability initiatives into the school. They frequently volunteered at Mount Pisgah to help clear paths and plant trees. They also presented a presentation about environmental racism to the Youth Action Council. They were working with school administrators to incorporate reusable containers into the school lunch program.

Sheldon High School's (SHS) main goal this year had been to establish a student-based school garden. They were working to establish a collaboration with the school's food pantry, which provided food to students in need. Most of the items in the pantry were processed and non-perishable, so integrating fresh produce into the program would be greatly appreciated. They were working to create a native plant garden for native birds and pollinators. They had done trail maintenance at Mount Tom House and hoped to paint an environmental-themed mural.

The goal at South Eugene High School (SEHS) was to connect students with climate action opportunities in the community and encourage students to think about sustainability. They volunteered at Friends of Beauford Park / Mount Pisgah Native Plant Nursery. They had also written testimonies to support environmental legislation. A mural was being painted at the school to promote climate change awareness. They had maintained a compost system throughout the school year, and multiple guest speakers had given presentations to chapter members. The chapter organized a presentation by National Geographic Glaciologist for their entire student body.

NEHS had completed a variety of projects in Eugene and throughout the school. Working with Grass Roots Gardens, students helped grow organic food for families in

need, which was distributed in collaboration with Food for Lane County. They planted trees with Friends of Trees in neighborhoods that needed shade, a true climate justice action. Students ran a bottle and can recycling program at the school this year.

A future goal of the 4J Climate Justice Team was to meet more regularly with the school board to bring student voices to district leadership and create an equitable and sustainable future for 4J students. The team hoped the board would take this into consideration. Having contacts throughout the state, the team was making a difference beyond the district.

XI.2. Discuss Impacts of Community Benefits Agreement (CBA) for New Construction
Presenter: Gordon Lafer, Board Vice Chair; Kyle Tucker, Chief Operations Officer

Vice Chair Lafer asked if enough contractors bid on the Camas Ridge project and if anything hindered the bidding process resulting in less bids. He also asked if there was any reason to be suspicious of contractors work or an issue with their ability to complete the project on time.

Mr. Tucker said regarding the timeline, at this point the Camas Ridge project was still on schedule, and the school was anticipated to be ready by the fall of 2024. The district received bids in all of the trade areas, all of which met the three-bid minimum, with the exception of electricity. An adjustment was made, and the project would move forward. He noted the majority of bids were local contractors from the Eugene / Springfield area.

Ms. Newman asked if there were any additional costs to the district related to handling bids under the guidelines of the CBA.

Mr. Tucker said this was a pilot program and construction on Camas Ridge was 50 percent complete. Therefore, it would be difficult to provide that information at this time.

Vice Chair Lafer asked if there had been any increased administrative costs within Mr. Tucker's department under the CBA.

Mr. Tucker said yes. A calculation had not been completed to determine how much.

Vice Chair Lafer clarified the increase was due to creating the CBA.

Mr. Tucker confirmed that was true.

There were no other comments or questions.

XI.3. Legislative Committee Update

Presenter: Judy Newman, Legislative Board Subcommittee Chair

Ms. Newman said many legislators were frustrated that so many bills did not go through due to the walk out. A legislative session would resume for one day to pass budget bills before the deadline, but there would be many bills to pass and not enough time in one day. She felt that the State School Fund may be one of the first to go through and said that funding levels would be the same as last year, which was 9.3 billion dollars. A

special session was scheduled to take place this summer so the budget could be completed. Unfortunately, many substantive bills would not go through.

There were no comments or questions.

XII. ITEMS FOR ACTION

XII.1. Board Calendar 2023-2024

Presenters: Maya Rabasa, Board Chair; Andy Dey, Superintendent

Chair Rabasa said she proposed that the first board meeting of each month would be a regular session and the second meeting of the month would be a work or executive session. She noted the proposal for the board retreat was August 1st from 5 p.m. to 9 p.m., and August 3rd from 5 p.m. to 9 p.m. A board meeting would occur on August 2nd.

MOTION: Ms. Hays moved, seconded by Ms. Newman to adopt the following 4J Board summer retreat dates and times:

- August 1, 2023 – 5 p.m. to 9 p.m.
- August 3, 2023 – 5 p.m. to 9 p.m.

Chair Rabasa asked if there was any discussion.

There was no discussion. Chair Rabasa called for a vote.

The motion passed unanimously (5:0:0).

Chair Rabasa, Vice Chair Lafer, Ms. Hays, Judy Newman, and Ms. Hsu voted in favor of adopting the 4J Board summer retreat dates and times as presented.

MOTION: Ms. Hays moved, seconded by Ms. Newman to postpone adopting a 4J Board meeting schedule until the newly elected board members were present and could be included in the decision.

Chair Rabasa asked if there was any discussion.

Vice Chair Lafer said he was concerned that public comments would be limited if there was only one regular meeting per month but was in favor of leaving it for the next board to decide.

Ms. Newman said she would prefer not to limit public comments.

Chair Rabasa said it did not feel like a welcoming gesture to pass this off to the new board.

Ms. Hays said the new board would not be ready to make that decision at their first meeting.

Superintendent Dey said he looked forward to discussing how listening sessions could be implemented to hear public comments.

There was no other comments or questions.

Chair Rabasa called for a vote.

The motion passed unanimously (5:0:0).

Chair Rabasa, Vice Chair Lafer, Ms. Hays, Judy Newman, and Ms. Hsu voted in favor of postponing the adoption of a 4J Board meeting schedule until the newly elected board members were present and could be included in the decision.

XII.2. Board Self Evaluation

Presenters: Jenna McCulley, Communications Director; Maya Rabasa, Board Chair

Ms. McCulley talked about board evaluations. She pulled a set of questions from the Oregon School Board Association's (OSBA) self-evaluations and could compile them into a Survey Monkey-type format for board members to utilize. Regarding evaluation questions and answers, a lot of thought went into what information would be most useful for the board and the future board. Because of that, she proposed an alternative to the OSBA model, and suggested Thought Exchange, a platform that offered more detailed and engaging evaluation answers as opposed to the standard evaluation answers that asked respondents to rate one through five, or use terms like always, sometimes, or never as their response. Thought Exchange would allow open ended questions. The benefit of this platform was that it was interactive and allowed respondents to align their ideas with other members. The platform provided themes for topics, which could help guide reflection at future meetings, and the opportunity for the new board members to hear from the current board in a meaningful way. The evaluation would be open through June 15, 2023.

Chair Rabasa said regarding Thought Exchange's ability to align ideas with other members, would responses be anonymous.

Ms. McCulley said the platform had option to set it up anonymously.

Ms. Hays asked if it was legal to set it up anonymously and noted that board members could not even vote anonymously.

Ms. McCulley said she would look into it, but that the board would not be deliberating on any topic, just self-evaluating. She believed a lot of districts had used it in the past.

Ms. Newman asked why the board was doing this so late in the year and noted most self-evaluations were about future goals.

Ms. McCulley said Ms. Newman's question was what led her to the idea of using Thought Exchange. She read the following proposed evaluation question:

- What areas do we as a school board think we are doing well, and in what areas could we improve?

She said a broad, open-ended question like that would provide information for discussion for the incoming board. She read the second proposed evaluation question, which was as follows:

- What is getting in the way of our success?

Chair Rabasa said the board was required by policy to have an annual self-evaluation. She was in favor of reflecting on the last year.

MOTION: Ms. Newman moved, seconded by Ms. Hsu to utilize Thought Exchange for board self-evaluations with two open-ended questions as presented and board member identities attached to their feedback, to be completed by June 15, 2023.

Chair Rabasa asked if there was any discussion.

There was no discussion. Chair Rabasa called for a vote.

The motion passed unanimously (5:0:0).

Chair Rabasa, Vice Chair Lafer, Ms. Hays, Judy Newman, and Ms. Hsu voted in favor of utilizing Thought Exchange for board self-evaluations with two open-ended questions as presented and board member identities attached to their feedback, to be completed by June 15, 2023.

Ms. Kauffman joined the meeting.

XII.3. Proposed Board Policy IIAA — Request for Reconsideration about Curriculum/Instructional/Library Materials (2nd Read)

Presenter: Rob Hess, Chief of Staff

Mr. Hess said the board needed to decide whether they wanted version two, a simplified version of board policy IIAA, or version one, which would make the current AR the IIAA policy.

MOTION: Vice Chair Lafer moved, seconded by Ms. Newman to adopt version one, making the current AR Board Policy IIAA.

Chair Rabasa asked if there was any discussion.

Mr. Hess emphasized that there was language in version one that said, "assistant superintendent of instruction." That position would not move forward, so the language would be modified to say, "superintendent or designee."

Chair Rabasa said when the board first saw this, Ms. Newman requested that a form be removed.

Mr. Hess said that form would become the AR.

Superintendent Dey said he believed a friendly amendment to the motion was needed to reflect the change in the language from assistant superintendent of instruction to superintendent or designee.

Vice Chair Lafer accepted the friendly amendment.

MOTION: Vice Char Lafer moved, seconded by Ms. Newman to adopt version one, using the modified language of "superintendent or designee", making the current AR Board Policy IIAA.

Chair Rabasa called for a vote.

The motion passed (5:1:0).

Chair Rabasa, Vice Chair Lafer, Ms. Hays, Ms. Kauffman, and Ms. Hsu voted in favor of adopting version one, using the modified language of "superintendent or designee", making the current AR Board Policy IIAA.

Ms. Newman voted against adopting version one, using the modified language of "superintendent or designee", making the current AR Board Policy IIAA.

XII.4. Complaint Decisions

Andy Dey, Superintendent; Maya Rabasa, Board Chair

Chair Rabasa said the board tabled their decision regarding the complaint from March 14, 2023.

MOTION: Vice Chair Lafer moved, seconded by Ms. Hsu to adopt a statement of censure against 4J Board member Laurel O'Rourke, for her behavior outlined in the March 14, 2023, complaint.

Chair Rabasa asked if there was any discussion.

Ms. Hays said when this was discussed at a previous meeting, it was proposed that Ms. O'Rourke would be given the opportunity to respond. It seemed like the board was not offering that opportunity. Before she could vote on this, she would like to see the Facebook posts in question. She knew that Chair Rabasa, and Vice Chair Lafer were in the closed Facebook group that the posts were made. Therefore, they may have seen the posts, but she was not a member of that group and did not see the posts. To issue a statement of censure against Ms. O'Rourke without giving her the chance to respond was a horrible precedent to set. She was in favor of fairness and giving people the chance to defend themselves. She would like to see the Facebook content from two months before this situation blew up. She hoped the board would not set the precedent of one-sided retaliation for the new board. Ms. Hays said the complainant said they filed the complaint to protect Chair Rabasa and Vice Chair Lafer for the way Ms. O'Rourke treated them.

Chair Rabasa said she questioned whether to bring reports from the community into this or decide based on what was stated in the complaint. When the board looked at complaints, they were supposed to analyze what was stated in the complaints.

Ms. Hays asked Chair Rabasa if she thought there was a need to dig deeper, or just decide based on what was stated in the complaint.

Chair Rabasa said that was how the board handled every complaint that she was involved with. Complaints were handled by analyzing information in the complaint or

asking for an investigation or a hearing. The board rejected both an investigation and a hearing.

Ms. Hays said maybe the board needed to reconsider an investigation.

Chair Rabasa said the board approved an investigation for the recent complaints filed under the category of racial harassment.

Ms. Newman said the board ruled out a hearing, but they did not vote on an investigation. Having a better idea of what took place would be important to her.

Chair Rabasa said unfortunately, the board did not make a motion to have an investigation two weeks ago and now the board was at the limit with the extension of time that was granted by the complainant.

Vice Chair Lafer said this was frustrating. The board had a complaint from someone who provided information. He absolutely thought the board had to take the complainant's word on this, being that they were a 4J employee complaining about being treated poorly by a 4J Board member. The complaint was submitted in March 2023. Ms. O'Rourke had multiple opportunities to weigh in and share her side of the story. He proposed at the last meeting that the board approve a hearing, which was what the complainant asked for. The board majority did not support that motion. The board was about to dismiss this complaint. Ms. Hays and Ms. Newman voted against having a hearing. He felt strongly that Ms. O'Rourke had chosen not to say anything. The board had the information in the complaint and were up against a deadline to resolve this. Board members chose not to get more information at the last meeting by voting down a hearing. The complaint came from an employee in the district. The board had to act on it.

MOTION: Chair Rabasa moved, seconded by Ms. Hays to extend the discussion about the March 14, 2023, complaint.

Chair Rabasa called for a vote.

The motion failed (1:5:0).

Chair Rabasa voted in favor of extending the discussion about the March 14, 2023, complaint.

Vice Chair Lafer, Ms. Hays, Ms. Kauffman, Ms. Hsu, and Ms. Newman voted against extending the discussion about the March 14, 2023, complaint.

Chair Rabasa called for a vote on the first motion.

The motion passed (4:2:0).

Chair Rabasa, Vice Chair Lafer, Ms. Kauffman, and Ms. Hays voted in favor of adopting a statement of censure against 4J Board member Laurel O'Rourke for her behavior outlined in the March 14, 2023, complaint.

Ms. Newman and Ms. Hays voted against adopting a statement of censure against 4J Board member Laurel O'Rourke for her behavior outlined in the March 14, 2023, complaint.

There were no other comments or questions.

Chair Rabasa called for a five-minute break at 9:53 p.m.

XIII. ITEMS FOR ACTION AT A FUTURE MEETING

XIII.1. Eugene Police Department: Discuss a Reimagined Affiliation with EPD

Presenter: Andy Dey, Superintendent

Superintendent Dey said the board decided to end the relationship with the Eugene Police Department (EPD) in June 2020, with the intention of revisiting the topic at a later time. He thought it was a good time to resume discussion regarding a partnership between the 4JSD and the EPD and was interested to hear the board's thoughts about what a partnership would entail.

Chair Rabasa asked if the board had any questions or comments.

Vice Chair Lafer said the partnership would likely resume after his term on the board had ended. Despite that, he would not want to see a partnership like the last one. He believed the discussion in June 2020 ended with the idea that a future partnership with EPD would entail police who were assigned as dedicated staff and trained to de-escalate situations and deal with school-aged children, but would operate from a central location, as opposed to being on the school grounds. He did not want to see students criminalized and dragged into the criminal justice system. He would like to see a proposal that outlined the clarity of EPD roles.

Ms. Hsu said she would like to hear input from students about this, specifically, students who were targeted or marginalized.

Ms. Newman suggested modeling a program after other successful programs in the community.

Chair Rabasa said she would not support having uniformed police officers in 4J schools. She supported Ms. Hsu's suggestion to get input from students. She thought it may be worth exploring the idea of applying funds for this program to EPD professional development, so EPD could incorporate de-escalating situations involving school-aged children into their professional development programs. Whether a new partnership was developed or not, 4J would continue to call EPD as needed.

Ms. Newman said she would benefit from knowing exactly what types of situations required the EPD, and how frequently they were called in a specified timeframe. That would provide a clear picture of where the holes were, and a foundation from which a program could be developed.

Superintendent Dey said he had enough information to begin the process of creating a proposal for EPD and would provide information to the board at the June 21, 2023, meeting.

There were no other comments or questions.

XIII.2. FY 2023/2024 Budget Adoption

Presenter: Matt Brown, Finance Director

The board received enough information about the budget during the public hearing, agenda item IX. There were no comments or questions.

XIII.3. Approve Revisions to Board Policy JGAB — Use of Restraint and Seclusion (1st Read)

Presenter: Rob Hess, Chief of Staff

The OSBA added language to this policy, though it was minor, it was important. The change was reflected on page 128 of the policy, which stated "The use of a seclusion cells were prohibited." He noted a seclusion cell was defined as a lockable, freestanding structure to isolate students. Unrelated, he noted that the MAPS program for de-escalating situations involving troubled students was good, and many 4J staff members had been trained in the program's procedures.

Chair Rabasa asked if other areas in a school could be used as seclusion cells, i.e., a principal's office, in this policy.

Mr. Hess said he would inquire with OSBA to determine the answer.

Chair Rabasa said perhaps prohibiting seclusion in general could be written into 4J policy.

Mr. Hess said secluding students was intended to give them the opportunity to gather themselves and cool down from emotionally tense situations. The modification to the policy was to prohibit locking students in a freestanding cell, from which they could not get out.

Ms. Hsu said it seemed like the new policy was restricting seclusion, regardless of how seclusion was defined.

Mr. Hess said the only change was prohibiting seclusion cells as defined, i.e., a lockable, freestanding cell. Seclusion itself was acceptable but needed to be carefully documented and reported/ When seclusion occurred, it had to be documented in a report and submitted to the Oregon Department of Education (ODE) each year. It was permissible to have seclusion, just not a seclusion cell, which was a freestanding locked space.

Chair Rabasa said that meant it was permissible to seclude a student in the principal's office, or a classroom.

Mr. Hess said yes.

Chair Rabasa said the door could not be locked, and asked if it could be held closed to prevent a student from leaving.

Mr. Hess said he was not the expert on that but knew that was the type of situation that would definitely need to be documented and reported.

Ms. Newman said she guessed that a few laws suits occurred and that was the reasoning for this policy amendment. Regardless, if the federal government required it to be included in the policy, it had to be included.

Chair Rabasa said if a student was told they could not leave a room, then there was a good chance the student would be psychologically convinced they could not leave the room. If a student was at risk of harming themselves and not others, wouldn't seclusion be counterproductive.

Superintendent Dey said in those cases, students had to be supervised at all times. Seclusion from peers was what the policy referred to.

Chair Rabasa said this policy would probably impact 4J's disabled students more than any other students and requested to know how the perceived imminent harm to oneself or others was defined.

Mr. Hess said he would get answers to the board's questions and report back.

Ms. Newman said in the MAP training, imminent danger to self or others was clearly defined.

There were no other comments or questions.

XIII.4. Consider Proposed Board Policy EFA — Local Wellness

Presenter: Rob Hess, Chief of Staff

Mr. Hess said the recommendations from OSBA were to expand physical education class lengths, improve mental health connections, and improve food and nutrition for overall wellness. These things were rolled into one policy. It was a lengthy process and 4J staff hoped the board would take the time to work on it. The new policy would incorporate multiple stakeholders and it would require a triannual progress assessment. It would also require that the district set goals for wellness. The information provided to the board was everything they could decide to include in the policy but were not required to. This process would require discussion, decision making and prioritizing. The big picture was incorporating wellness into the policy, setting goals, and reporting on progress.

Mr. Hess noted that 4J had a world-class food and nutrition and exercise program because people intentionally made those improvements.

There were no other comments or questions.

XIV. BOARD SUGGESTED ITEMS FOR A FUTURE MEETING

There were no suggested items for a future meeting.

XV. ADJOURNMENT

Chair Rabasa adjourned the meeting at 10:34 p.m.

Andy Dey
District Clerk

Maya Rabasa
Board Chair

(Recorded by Diana Tisdale, LCOG)



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

June 21, 2023

Title

Approve fiber optic infrastructure investment in obtaining optics and multiplexers and cabling.

Presenter

Steve Menachemson

Background

4J schools span 155 square miles supporting the community. Sites are interconnected using a complex matrix of fiber optic cabling. The fiber infrastructure is mission critical to supporting all services everywhere in the district.

The capacity and availability of this layer must be upgraded to maintain availability and performance.

In combination with the board approved investment in upgrading our network switches at all sites. This is request to approve upgraded the technology that interconnects all these switches using this matrix fiber optic infrastructure.

Cost of the fiber technology is ~200k. Besides increasing the capacity of the fiber to 100G, we also establish the capacity and opportunity for growth to support future enhancements and additions to our platform, supporting staff and students.

This investment expands our deployment of this this product that has served us well and

Board and Superintendent Goals

The proposal supports the Board Goal to provide prudent stewardship of District resources to best support student success, education equity and choice.

Recommendation

The Superintendent recommends the purchase of this fiber optic equipment to further increase our network capacity, performance and stability



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

6/21/2023

Title

2023/2024 Signature Authority

Presenter

Matt Brown

Background

Before the start of each fiscal year, the board approves the signature authority within the district for contracts/agreements/etc. This form has been updated by Financial Services and reviewed by the Chief Business Officer.

Options and Alternatives

Approve the document for signature: this will ensure that the updated amounts and job titles within the new organizational structure are in place for the new fiscal year.

Don't approve the document for signature: the preceding year's approved signing authority document will stay in place until an updated document is approved.

Recommendation

Staff is recommending adopting the .

2023-2024 DELEGATION OF SIGNING AUTHORITY

This document is managed through Financial Services as approved by the school board.

All contracts must be sent to Procurement for review and signature before receiving signing authority from clerks or deputy clerks. Purchasing authority follows Oregon ORS/OAR rules for procurement practices and is discussed within the district’s Financial Policies. Within your budget authority as approved by the school board each fiscal year, please work with Finance procurement staff as needed when questions arise.

<u>Staff Member</u>		<u>Signing Authority</u>
Superintendent	Clerk	150,000
Chief Operations Officer	Deputy Clerk	150,000
Chief of Staff	Deputy Clerk	150,000
Chief Business Officer	Deputy Clerk	150,000

The Chief Operations Officer and Director of Facilities Management would have special signing authority with Board approval up to \$500,000 specifically related to capital improvement projects.

<u>Staff Member</u>	<u>Signing Authority</u>
Chief Operations Officer	500,000
Director of Facilities Management	500,000

The Purchasing Analyst within Financial Services would have special signing authority of Personal Service Agreement up to \$5,000.

<u>Staff Member</u>	<u>Signing Authority</u>
Purchasing Analyst in Procurement	5,000



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

6/21/2023

Title

2023/2024 Purchasing Authority

Presenter

Matt Brown

Background

Before the start of each fiscal year, the board approves for signing the purchasing authority document for next fiscal year that outlines limits for purchasing authority throughout the district. This form has been updated by Financial Services and reviewed by the Chief Business Officer.

Options and Alternatives

Approve for signature: This will ensure that the updated amounts and job titles within the new organizational structure are in place for the new fiscal year.

Don't approve for signature: The preceding purchasing authority document will stay in place until an updated document is approved.

Recommendation

Staff is recommending approval for signature.

2023-2024 DELEGATION OF PURCHASING AUTHORITY

As proposed annually by the Board, the Superintendent services as Clerk and the Assistant Superintendent, Chief Operating Officer, Chief Administrative Officer, Director of Equity, Inclusion, and Instruction, and Director of Facilities serve as Deputy Clerk. As Clerk or Deputy Clerk, staff have purchasing authority, which is authority to direct expenditures within approved budget limits for the school year, or approved by Board action of Board authority.

Additionally, Board Policy DJ permits the Superintendent to delegate this authority to district staff. The Superintendent delegates limited authority to sign purchasing contracts and approve resource commitments allowed by Board Policy as listed below with approval signature through the Financial Services procurement office.

<u>Staff Member</u>	<u>Signing Authority (Up to)</u>	
Superintendent	Clerk	150,000
Chief Operations Officer	Deputy Clerk	150,000
Chief of Staff	Deputy Clerk	150,000
Chief Business Officer	Deputy Clerk	150,000
Executive Director: Academic Access & Advancement		50,000
Executive Director: Youth & Family Support Services		50,000
Director of Elementary Education		50,000
Director of Middle Schools		50,000
Director of High Schools		50,000
Director of Student Services		50,000
Director of Student Support Programs		50,000
Director of Technology		50,000
Capital Improvement Program Manager		50,000
Director of Transportation		50,000
Facilities and Maintenance Manager		50,000
Director of Financial Services		50,000
Director of Human Resources		50,000
Director of School Safety & Emergency Management		50,000
Director of Risk Management		50,000
Facilities Supervisor – Building Services		10,000
Facilities Supervisor – Mechanical Services		10,000
Custodial Manager		10,000
Nutrition Manager		10,000
KRVM Operations Manager		10,000
Principals		10,000

Superintendent delegates limited purchasing authority to the Payroll Supervisor, Director of Financial Services and Associate Director of Financial Services for payments or certifications required by laws or regulations and payments required by contracts pre-approved pursuant to board policy. Authority is limited to certifications required by law or regulation to administer payroll and employee benefit payments.

Approved: _____
Superintendent

Date: _____



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

June 21, 2023

Title

Set Tuition Rates for the 2023-24 School Year

Presenter

Matt Brown – Director of Financial Services

Kat Lange -

Background

Each year a few non-resident students pay tuition to attend our schools, and other districts contract with us to provide services to their students with special needs. This tuition is charged when the non-resident student does not fall within the parameters under which the District receives state reimbursement through the State School Fund. The Board sets tuition rates for students in kindergarten, elementary school, middle school, high school and special education. We propose the following rates for 2023-24:

Rates for General Education Students

Grades K-12 \$11,227 or \$1,247 per month (nine months)

General education tuition rates are analyzed in conjunction with the state per child calculation. These rates represent an average increase of approximately 3.96% over 2022-23 rates for all grades.

Rates for Students with Special Needs

Elementary, Middle and High School Learning Center:

\$14,936 plus the cost of related services

Elementary, Middle and High School Comprehensive Learning Center:

\$24,437 plus the cost of related services

Special education tuition rates are calculated using 2023-24 projected caseloads, staffing allocations, average salaries, and the December special education census. These rates represent an increase of 3.82% from the 2022-23 learning center rate and a 4.98% increase for the comprehensive learning center rate.

Options and Alternatives

The Board may approve the proposed tuition rates, amend the rates, or decline to approve one or more of these rates. Without Board approved tuition rates, the District would be challenged to negotiate fair, consistent contracts with other districts when providing services to special needs students. The lack of general education rates would also impact the process of accepting non-resident students, most notably international students coming to study here.

Budget/Resource Implications

Pre-approved out-of-district students are allowed to transfer without tuition charges. During the

2023-24 school year, the District anticipates revenue for general education tuition for up to 3 international students and revenue for up to 10 special needs non-resident students as capacity is available.

Board and Superintendent Goals

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

Recommendation

The superintendent recommends approval of the tuition rates as proposed.



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

6/21/2023

Title

Supplemental Budget for FY 2022-23

Presenter

Matt Brown

Background

The district needs to process a supplemental budget only for the Nutritional Services Fund. The district will be realizing a \$1.77 million beginning fund balance that was not budgeted in the original appropriations. This appropriation increase will allow the fund to stay within legal appropriations for the fiscal year.

Options and Alternatives

Approve: This will ensure that the district complies with Oregon Budget Law and that the Nutritional Services Fund does not go over appropriations.

Don't Approve: The Fund is on the cusp of going over appropriations for the fiscal year with the changes to the OSEA contract. If the fund goes over appropriations, this will be written up in our year audit and the district will not be complying with ORS rules and law in reference to budgets for public agencies.

Recommendation

Staff recommends approval.



APPROPRIATION RESOLUTION No. 2023-XX

**ADOPTING SUPPLEMENTAL BUDGET NO. 1 AND
MAKING APPROPRIATIONS FOR THE 2022-23 FISCAL YEAR**

The Board of Directors of Eugene School District 4J finds that Adopting the Supplemental Budget and Making Appropriations is necessary under ORS 294.471.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Eugene School District 4J, as follows:

That the Supplemental Budget No. 1 for Eugene School District 4J, for the fiscal year beginning July 1, 2022, and ending June 30, 2023 as set forth below is hereby adopted.

That this Supplemental Budget is prepared in accordance with ORS 294.471, which authorizes formulation of a supplemental budget resulting from “an occurrence or condition that is not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires a change in financial planning.” This Supplemental Budget was published in accordance with ORS 294.471.

That this resolution complies with ORS 294.471 and does not authorize an increase in the levy of property taxes above the amount published in the 2022-23 Adopted Budget.

That the amounts for the fiscal year beginning July 1, 2022, and for the purposes shown below are hereby appropriated as follows:

<u>NUTRITION SERVICES FUND</u>	<u>Orig. Approp.</u>	<u>Adjustment</u>	<u>New Approp.</u>
Instruction	\$0	-	\$0
Support Services	\$0	-	\$0
Enterprise & Community Services	\$7,286,000	\$1,778,000	\$9,064,000
Facilities Acquisition & Construction	\$0	-	\$0
Other Uses	\$0	-	\$0
Contingency	\$0	-	\$0
Unappropriated	\$0	-	\$0
Total Nutrition Services Fund Requirements	\$7,286,000	\$1,778,000	\$9,064,000

The above resolution statements were adopted this 21st day of June, 2023.

Clerk

Chair of the Board



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

6/21/2023

Title

RFP – Investment Services

Presenter

Matt Brown

Background

The district uses available funds to invest and earn interest at the times that there is available cash. This can happen often throughout the year as our cash flow fluctuates from month to month and based on our current activities.

The district has been using GPA (Government Portfolio Advisors) for the last year. We are happy with the service, but an official RFP was never done for these services before they began and before I started with the district. An RFP was completed to enlist advisors from multiple firms for the goal of spreading out risk not only within our investment portfolio, but also through our investment advisors. Two firms submitted responses; GPA and Piper Sandler. Both firms have the experience and knowledge to work with the district. The district would like to work with both firms in the future on investment possibilities.

Options and Alternatives

1. Approve for signature both investment firms.
2. Approve one firm for investment services
3. Do not approve either firm and go out for another RFP to identify a single choice investment firm
4. Do not offer investment services through the district
- 5.

Recommendation

Staff recommends Option 1 to work with both firms in the future.



This contract award executed by Eugene School District 4J (“District 4J”) and the following documents incorporated into the contract by reference, shall constitute the full and complete agreement (“Agreement”) between District 4J and Government Portfolio Advisors (“GPA”):

1. RFP 23-396, dated April 11, 2023 (“RFP”);
2. GPA response to the RFP, dated May 12, 2023 (“Proposal”);

Any other communications, oral or written, are not binding on either party. All modifications to this Agreement must be in writing and signed by a duly authorized representative of District 4J and GPA.

Term. The term of the agreement is from July 1, 2023 through June 30, 2028.

This Agreement represents the entire agreement between the parties. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Eugene School District 4J

GPA

By: _____

By: _____

Date: _____

Date: _____



This contract award executed by Eugene School District 4J (“District 4J”) and the following documents incorporated into the contract by reference, shall constitute the full and complete agreement (“Agreement”) between District 4J and Piper Sandler (“Piper Sandler”):

1. RFP 23-396, dated April 11, 2023 (“RFP”);
2. Piper Sandler response to the RFP, dated May 12, 2023 (“Proposal”);

Any other communications, oral or written, are not binding on either party. All modifications to this Agreement must be in writing and signed by a duly authorized representative of District 4J and Piper Sandler.

Term. The term of the agreement is from July 1, 2023 through June 30, 2028.

This Agreement represents the entire agreement between the parties. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Eugene School District 4J

By: _____

Date: _____

Piper Sandler

By: _____

Date: _____



ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

June 21, 2023

Title

Approve MOA with EEA to Modify Compensation for Extra Duty Compensation Related to Athletics

Presenter

Karen M. Hardin, Director of Human Resources

Background

The District has a current athletic salary structure which was established in 1973. Over the last 50 years, changes have addressed addition of sports, additional language to support athletics without significant review or revision of the foundational structure.

In November 2020, the District and EEA signed an MOA to convene a committee to consider and develop an alternative salary schedule and compensation plan regarding athletics for future adoption to resolve potential equity issues between sports and coaching assignments within the current structure. The pandemic significantly slowed progress of the joint committee. However, this year, the committee worked with an outside facilitator to complete the work. The committee made a recommendation which recently was negotiated between EEA and the District.

The tentative agreement addresses matters in Article 5 – Extra Duty Compensation including the establishment of a new salary schedule to ensure coaches are compensated similarly who are doing comparable work along with other associated matters.

EEA held a ratification vote on during the week of June 6th, 2023.

Options and Alternatives

If the new 4J Athletics Extra Duty Salary Schedule and associated 4J Coaching Score Salary Schedule Tiers is not approved, the District and EEA would need to reconvene the committee to revisit the work accomplished over the last two years and create a new proposal for consideration and negotiation. The District must establish a new salary structure for athletics per our MOA as our current structure does not provide equitable pay for equitable work. Additionally, within the current CBA between the District and EEA, this work was to be completed by June 2021. Both parties agreed to an extension to address this critical work. The committee, EEA leadership and District leadership, believe the time and work with an outside facilitator has produced an appropriate product to address the needs associated with the Oregon Pay Equity Law.

Budget/Resource Implications:

The committee's recommendation stayed within the current financial guidelines for athletics. This MOA does not assume additional costs above our current athletic salary schedule for licensed staff.

Recommendation

The superintendent recommends the approval of the new athletic salary schedule beginning with the 2023-24 school year.

**EEA PROPOSED MEMORANDUM OF AGREEMENT
EUGENE EDUCATION ASSOCIATION
AND
EUGENE SCHOOL DISTRICT 4J
May 16, 2023**

This Memorandum of Agreement (MOA) is hereby entered into by and between the Eugene School District 4J (District) and the Eugene Education Association (Association) for the purpose of modifying Article 5 – Extra Duty Compensation and Appendix A-3 – Athletics of the CBA, and Section 4 of the 2020 Memorandum of Agreement extending the 2017 -20 CBA through June 30, 2021.

1. The attached Athletics Extra Duty Salary Schedule and Coaching Salary Schedule Tiers shall go into effect July 1, 2023.
2. The Athletics Salary Schedule will be increased each year by the licensed cost of living increase.
3. Article 5.1.7 Fall Reporting Time, is amended as follows: If the District requires athletic trainers, marching band directors, and fall sports coaches who were hired prior to July 1, 2023 and who are placed on the grandpersoned salary schedule, to report eight (8) or more calendar days before unit members’ first regular duty day of the school year as established by the school calendar adopted by the Board, these unit members will receive an additional increment of two percent (2%). The District historically starts the high school fall sports on a date consistent with the OSAA guidelines.
4. The grandpersoned salary schedule is frozen at 2020-21 levels. Members who held a coaching position prior to July 1, 2023 will be permitted to remain on the 2020-21 schedule until such time as a break in service, the applicable stipend on the schedule effective July 1, 2023 exceeds their placement on the 2020-21 schedule, or June 30, 2036, whichever is earlier. A break in service includes non-lateral transfers to District coaching position but does not include coaches who transfer laterally (i.e. Baseball Head Coach at Building A accepts Baseball Head Coach position at Building B). ***(This is a revision of 2020 MOA Section 4).***
5. Article 5.1.4 Middle School Coaches ** will be modified to read: A 4th Assistant Track Coach will be hired if the number of students participating in track exceeds 85; a 5th Assistant Track Coach will be hired if the number of participants exceeds 105.
6. All other provisions of the parties’ Collective Bargaining Agreement not expressly modified by this Memorandum shall remain in full force and effect.
7. The parties agree to incorporate the provisions of this MOA into the CBA during the next successor negotiations.

Eugene Education Association

Eugene School District 4J

For the Association

Date

For the District

Date

4J Athletics Extra Duty Salary Schedule
July 1, 2023 – June 30, 2024

Tier						
	Step 1	2	3	4	5	6
1	\$ 8,451	8,896	9,364	9,857	10,376	10,922
2	\$ 5,917	6,228	6,556	6,901	7,264	7,646
3	\$ 4,139	4,357	4,586	4,830	5,084	5,352
4	\$ 2,861	3,012	3,171	3,338	3,560	3,747
5	\$ 2,030	2,137	2,249	2,367	2,492	2,623

4J Coaching Score Salary Schedule Tiers

Baseball - Head Coach	96		Tier 1 (100 - 82)
Softball - Head Coach	96		
Track (HS) - Head Coach	94		
Wrestling - Head Coach	90		
Basketball - Head Coach (Men's)	88		
Basketball - Head Coach (Women's)	88		
Football - Head Coach	88		
Soccer - Head Coach (Men's)	86		
Soccer - Head Coach (Women's)	86		
Volleyball - Head Coach	82		
Baseball - Asst Coach	75		Tier 2 (81 - 69)
Softball - Asst Coach	75		
Swimming - Head Coach	74		
Football - Asst Coach - 1st/2nd	72		
Cross Country - Head Coach	70		
Track (HS) - Asst Coach - 1st/2nd	69		
Track (HS)- Asst Coach - 3rd/4th	Placed		Tier 3 (68 - 55)
Football - Asst Coach - 3rd/4th/5th	Placed		
Wrestling - Asst Coach	68		
Soccer - Asst Coach (Men's)	66		
Soccer - Asst Coach (Women's)	66		
Volleyball - Asst Coach	64		
Tennis - Head Coach (Men's)	60		
Tennis - Head Coach (Women's)	60		
Basketball - Asst Coach (Men's)	59		
Basketball - Asst Coach (Women's)	59		
Swimming - Asst Coach	54		Tier 4 (54 - 40)
Cross Country - Asst Coach	52		
Track (MS) - Head Coach	50		
Track (MS) - Asst Coach	34		Tier 5 (39 - 25)



ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

June 21, 2023

Title

Approve MOA with EEA to Pilot New Structure for Compensation Related to Teacher Leadership Plans in the 2023-24 School Year

Presenter

Karen M. Hardin, Director of Human Resources

Background

Language within Article 5 of the collective bargaining agreement between the District and EEA was identified as needing revision by consultants hired by the District to evaluate district contracts and processes as they relate to Oregon’s Pay Equity Law. One such area of concern included the pay structure associated with Teacher Leadership Plans.

In November 2020, the District and EEA signed an MOA “to consider and identify solutions to internal and external pay equity issues in teacher leadership by collaborating on job descriptions for leadership positions, gathering data about the hours or range of hours needed for each position, and other relevant factors, and creating a system to provide fair and equitable compensation for future use (for example, a point factor system for use by a joint labor management team and a menu of options for schools). The initiative will be staffed by up to six members appointed by EEA and six administrators, and a mutually agreed-upon facilitator (or co-facilitators appointed by each party).”

As with many other needs across the district, this work was significantly delayed due to the pandemic. However, during the 2022-23 school year, a joint committee, headed by Dr. Rob Hess, worked to explore the topic. The evaluation and restructuring of Teacher Leadership Plans is a complex topic. Based on the complexity of the topic the committee understands there is more to learn before completing final negotiations between the District and EEA related to Teacher Leadership Plans. Therefore, the committee recommends the District and EEA enter into an MOA to pilot a revised Teacher Leadership structure during the 2023-24 school year. The coming year will be used to ensure the proposed pilot structure resolves concerns identified by our consultants and establishes an effective and efficient structure to compensate teachers who take on extra duties within their building/program. Highlights of the pilot include:

- Leadership funds will be distributed equitably to buildings based on the number of licensed staff (full or part-time) assigned to each.
- Stipends for leadership responsibilities will be established in the following amounts: \$500, \$1,000, \$1,500, \$2,000, \$2,500, and \$3,000.
- During the pilot year, teachers receiving stipends may exchange stipend pay for up to 3 paid release days at the rate of \$500 a day provided they notify the district of their intent prior to November 1, 2023.

- During the pilot year, all buildings will submit their finalized and building approved leadership plans to Joint Contract Administration Committee (JCAC) for review and approval by October 15.
- Each leadership plan will have one required team, Equity & Inclusion Team which will meet once a month for the purpose of providing building training/PD, and Universal support aligned to the School Continuous Improvement Plan (SCIP).
- Once a school has indicated the number of staff on their Equity & Inclusion Team, they may use their remaining funds to create any number of additional positions or teams designed to improve outcomes for students, staff, and/or achieve the goals of the SCIP. Other areas appropriate for teacher leadership stipends may include SEL/School Climate, Community Engagement and Academic Supports.

During the 2023-24 school year, the District and EEA will evaluate the pilot and negotiate revised language for inclusion in Article 5 of the Collective Bargaining Agreement.

EEA held a ratification vote during the week of June 6th, 2023.

Options and Alternatives

If the committee's recommendation to conduct a pilot is not approved, the District and EEA would need to reconvene the committee during the 2023-24 school year to redesign Teacher Leadership Plans from scratch. While there are details to address within the proposed pilot and potential revisions to ensure compliance with Oregon Pay Equity Law, it is important this work continue to move forward. The collaboration between EEA and the District over the past year should be acknowledged and supported with ratification of this pilot. The District must establish a new structure for Teacher Leadership Plans as our current structure does not provide equitable pay for equitable work.

Budget/Resource Implications:

The committee's recommendation added additional funding to the Teacher Leadership Plan structure. During the 2021-22 the District spent \$736,439 on teacher leadership. The language presented in the pilot allocates a total of \$1,233,500.

Recommendation

The superintendent recommends approval of implementation of the pilot for the 2023-24 school year associated with Teacher Leadership Plans.

EEA PROPOSED
MEMORANDUM OF AGREEMENT
between
EUGENE SCHOOL DISTRICT 4J
and
THE EUGENE EDUCATION ASSOCIATION

MAY 16, 2023

This Memorandum of Agreement (“MOA” or “Agreement”) is entered into between the Eugene School District 4J (“District”) and the Eugene Education Association (“EEA” or “Association”) for the purpose of modifying the compensation structure for members of the bargaining unit assigned to building leadership positions.

1. **PURPOSE: Appendix D: CBA – Teacher Leadership - Pay Equity.** The parties commit that by May 1, 2022, they will consider and identify solutions to internal and external pay equity issues in teacher leadership by collaborating on job descriptions for leadership positions, gathering data about the hours or range of hours needed for each position, and other relevant factors, and creating a system to provide fair and equitable compensation for future use (for example, a point factor system for use by a joint labor management team and a menu of options for schools). The initiative will be staffed by up to six members appointed by EEA and six administrators, and a mutually agreed-upon facilitator (or co-facilitators appointed by each party). If the parties' bargaining representatives are unable to tentatively agree on the proposed resolutions, or if the collaborative process breaks down, either party may request the assistance of the state conciliator, and if unresolved through that process, the parties will, upon request by the other party, bargain the issues through the bargaining process.
2. **TERMS:** The MOA takes effect after ratification and will be implemented as a pilot for the 2023/24 school year.
 - a. The District and EEA understand that this Equity-Based leadership plan process is new and there will be a lot to learn in the first year of implementation. For this reason, we have agreed that the 2023/24 school year will be a pilot with the goal of finalizing the prescribed process to be included in the next EEA and District 4J Collective Bargaining Agreement.
 - b. Leadership funds will be distributed equitably based on the number of licensed staff (full or part-time) assigned to each building and payment will be in the form of stipends in the following range: \$500, \$1,000, \$1,500, \$2,000, \$2,500, and \$3,000. The total distribution amount for the 2023/24 school year will be 1.2 million dollars. The annual budget for teacher leadership will increase each year by the applicable negotiated EEA/4J COLA. This increase will then be reflected in an increased stipend each year equal to COLA increases in the Licensed Salary Schedule of the CBA.

- c. Licensed staff receiving stipends may exchange stipend pay for up to 3 paid release days at the rate of \$500 a day provided they notify the district of their intent prior to November 1, 2023. These release days can be taken on days selected by the licensed staff member with reasonable advance notice to the administrator and substitute availability including days before and after weekends, vacations, and holidays, except for scheduled professional development time. If a planned release day cannot be used due to substitute availability, the member may request the conversion of the release day into compensation by June 1, 2024.
- d. All buildings will submit their finalized and approved leadership plans to JCAC by October 15, 2023.
- e. For the duration of this pilot, the parties agree to suspend language of the current CBA in Articles 5.5.3, 5.5.4, and Article 5.5.7.
- f. For the duration of this pilot, Articles 5.5.2 and 5.5.6 shall remain in effect.

3. PROCESS FOR CHANGING LEADERSHIP PLANS:

- a. Each leadership plan will have one required team, Equity & Inclusion which will focus on providing building training/PD, and Universal support aligned to the School Continuous Improvement Plan (SCIP). Each team will have a team facilitator (\$3,000) and team members (\$1,500).
- b. Once a school has indicated the number of staff on their required teams, they may use their remaining funds to create any number of additional positions or teams to improve outcomes for students and staff in the following areas:
 - i. Safety and Wellbeing for all students and staff
 - ii. Meaningful Community Engagement
 - iii. Equitable Outcomes
 - iv. Stipend amounts should be assigned to each of the positions at \$500 increments starting at a minimum of \$500 to a maximum of \$3,000. For each position, the stipend and job expectations need to be briefly described and turned in for review by JCAC to ensure the goals of pay equity are achieved across all schools and levels. The draft plan will be signed by the administrator and EEA building representative prior to submission to JCAC. If there is not an identified EEA rep at the time of submission of a draft, another staff person who is a member of EEA may co-sign.
- c. The deadline for submitting a draft plan for Elementary schools will be September 1, 2023. The deadline for Secondary schools will be September 15, 2023. This will allow JCAC an opportunity to review the plans by level for the purpose of pay equity and provide feedback.
- d. Once the draft plan has been approved by JCAC, it will be returned to the school to be finalized and voted on by the licensed staff at the building. Licensed staff will vote on the proposed plan, not on the people assigned to the positions. Once the plan has been approved by 75% of their licensed staff, the administrator will assign interested staff to the positions on the plan. The term of each Leadership position is one year.

4. All other provisions of the parties' Collective Bargaining Agreement not expressly modified by this Memorandum shall remain in full force and effect.
5. This MOA shall expire at the end of the 2023-2024 school year at which time its provisions, with any negotiated revisions, will be included in the CBA through successor negotiations.

IT IS SO AGREED this _____ day of _____, 2023.

For EEA

For Eugene School District 4J

 Sabrina Gordon Date
 EEA President

 Maya Rabasa Date
 Chair, Board of Directors

 Peter Swinford Date
 UniServ Consultant, OEA

 Dr. Andy Dey Date
 Superintendent



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

June 21, 2023

Title

Approve the Maxim Healthcare Staffing Contract for Nursing Services (2023-24)

Presenter

Kat Lange

Joy Maxwell

Background

Over the last several years, the school district has had students with critical medical needs move into the district. In addition, we have had a number of students with diabetic care needs identified in several schools. To address the rise in critical health care needs, the Student Services Department has identified one of our nurses who has received local training in gastrostomy tube (GT) feedings for students. We have contracted with a diabetic educator who has provided professional development to our nurses. We also utilize the services of Maxim Health Care to provide 1:1 nursing services (3.0 FTE) for our most critical G-Tube students and some diabetic care (1.88 FTE) in schools where we have a critical number of students with diabetic needs. We are not able to address all diabetic needs in-house with the number of nurses we have (10.2 FTE). There is a daily need to have insulin checked for diabetic students across the district at the lunch hour alone, meaning not every nurse can be in more than one location at a time. Even with staggered lunches, we cannot cover all diabetic care with only 4J nurses. We are not able to provide 1 to 1 nursing care for our most critical students with G-Tube needs.

Options and Alternatives

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

Budget/Resource Implications:

1. District 4J is able to take advantage of State of Oregon Price Agreement PO-[10700-00014814](#) between the State of Oregon and Maxim Healthcare Staffing, fulfilling the District's public procurement requirements in excess of \$150,000, and;
2. Board approval for a contract exceeding \$150,000 required by board policy.

Board and Superintendent Goals

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

Recommendation

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

EDUCATION SERVICES STAFFING AGREEMENT

This Education Services Staffing Agreement (hereinafter “Agreement”) is entered into this July 1st, 2023, by and between **Eugene School District 4J** located at 200 N Monroe St Eugene, Oregon 97402, referred to in this Agreement as “Customer,” and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 10220 SW Greenburg Rd, Suite 570, Portland, OR, 97223, United States of America referred to in this Agreement as “Maxim.”

RECITALS

WHEREAS, Customer operates a School, as defined by State Law located in Oregon and wishes to engage Maxim to provide personnel to supplement Customer’s staff.

WHEREAS, Maxim operates a staffing agency that provides supplemental healthcare staffing services to Customer.

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

ARTICLE I. DEFINITIONS

“**Agreement**” means this EducationServices StaffingAgreement entered into as of the Effective Date between Maxim and Customer, including all Attachment(s) attached hereto, and all Statement(s) of Work entered into by Maxim and Customer pursuant to Section 3.1.

“**Assignment Confirmation**” means the details as agreed upon between Customer and Maxim for Assignment Personnel Providing Assignment Services.

“**Assignment Personnel**” means collectively Local Assignment Personnel and Travel Assignment Personnel providing Assignment Services.

“**Assignment Personnel Rate**” means a rate agreed upon between Customer and Maxim for that specific Assignment Personnel, as specified in “Attachment C” and controls where different from Base Rates set forth in “Attachment A.”

“**Assignment Services**” means Services for a specific term and length of the time, as more specifically set forth in Section 8.1 herein and “Attachment C.”

“**Base Rate**” means the rates billed for Services performed by Personnel pursuant to terms of Agreement and “Attachment A” hereto.

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

“**Contractor**” means either independent contractor(s) or legal entity(ies) being utilized by Maxim to provide Services, as specified in Section 7.2.

“**Effective Date**” means the date first written above in the introductory paragraph of Agreement.

“Float” means Personnel reassigned to a different Customer department, unit, School Work Site, or to a different staff classification.

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

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

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

“Personnel” means licensed and/or unlicensed clinical and other non-clinical healthcare, behavioral, educational assistance, and instructional employees of Maxim.

“Placement” is defined to mean where the student with a disability receives the services listed in the 504 Plan or the IEP.

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

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

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

“Services” means collectively School Health Services, Special Education Services, and/or Related Services provided by Maxim to Customer, as more specifically set forth in Article III and any Attachment(s) and/or Statement(s) of Work.

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

“Statement of Work” or “SOW” means a statement of work describing the Services entered into by Maxim and Customer in accordance with Article III and “Attachment A” attached hereto.

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

“Term” has the meaning given in Section 2.1.

ARTICLE II. TERM

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

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

ARTICLE III. NATURE AND SCOPE OF SERVICES

Section 3.1 Scope of Services.

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

(b) **Distance Learning Service(s).** Customer may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student’s location (“Distance Learning Service(s)”) due to Customer school closings and/or delays. Customer is responsible for overseeing and directing placement outside of school for Distance Learning Service if requested. Customer will provide supplies and resources needed to implement Distance Learning Services and its own expense. Customer is responsible for maintaining a safe environment for all Distance Learning Services.

(c) **Changes.** From time to time, requests for additions, deletions, or revisions to the Services or Base Rates may be made (collectively, the “Changes”). The Party that wishes to make a Change shall deliver to the other Party a modified Statement of Work (“SOW”) or subsequent “Attachment A” to reflect the changes to this Agreement expressly agreed to by the parties. The Changes will take effect upon signature by both parties.

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

Section 3.3 Related Services. Maxim will perform the screening for Related Services and Special Education Personnel who meet the criteria as indicated in Attachment “B” hereto.

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

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

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

ARTICLE IV. SCHOOL WORK SITE REQUIREMENTS AND OBLIGATIONS

Section 4.1 Plan Implementation. Customer is responsible for the Medical Services provided to its students. Customer will provide supervision of Personnel for Services provided to any student with a medical disability. Customer will make available to Maxim and any Personnel the applicable Plan(s), as requested. Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student’s disability would allow for safe transport by Customer. Customer shall orient Maxim Personnel on the transportation and emergency protocol. Customer will make all determinations on Placement.

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

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

Section 4.4 Float Policy. Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer’s requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the

applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

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

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

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

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

ARTICLE V. CONVERSION OF PERSONNEL

Section 5.1 Non-Solicitation. For a period of twelve (12) months following the date on which any Personnel either: (i) interviewed with Customer for purposes of Customer qualifying a candidate

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

Section 5.2 Placement Fee. Notwithstanding this Article V, Customer may hire or contract with any Maxim Personnel provided by Maxim if Customer pays Maxim a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

Section 5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify Maxim, the Placement Fee that applies is no less than 150% of that set forth above.

Section 5.4 Placement - School Aide/Behavioral Technicians. For those Maxim Personnel providing services under this Agreement in the modality of a School Aide or a Behavioral Technician, Customer may hire or contract with such Personnel, without fee or penalty, once such Personnel have completed nine hundred and ten (910) hours' assignment to Customer under this Agreement.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

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

Invoicing E-mail: whitney_k@4j.lane.edu

Invoicing Contact: Kristi Whitney

Invoicing Address: 200 North Monroe Street, Eugene, OR 97402

Section 6.2 Payment. All amounts are due and payable within thirty (30) days from the date of invoice. Maxim's preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. If any portion of an amount billed by Maxim under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Maxim of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

Section 6.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

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

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

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

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

ARTICLE VII. RELATIONSHIP OF THE PARTIES

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

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

Section 7.3 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Maxim or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. ASSIGNMENT SERVICES

Section 8.1 Assignment Services. As part of the Services outlined herein, Maxim provides Assignment Services for a specific term and length of the time, and agrees to assign Assignment Personnel to work such specified assignments agreed to and confirmed in writing by the Parties, as set forth in "Attachment C." To the extent Assignment Personnel are utilized for such length and time the terms of Article VIII apply as indicated.

Section 8.2 Interviews. Maxim will provide Customer with Assignment Personnel candidate(s) available to provide Assignment Services, as applicable, and will provide all pertinent information requested by Customer for an interview. Customer has the opportunity and reserves the right to conduct a telephone interview with any Assignment Personnel prior to Assignment Services commencing. Maxim assumes no liability if said Assignment Personnel fail(s) to meet Customer's requirements. Additionally, Customer will not be relieved of paying Maxim the established fees set forth in this Agreement for said Assignment Services.

Section 8.3 Assignment Cancellation by Maxim. Maxim reserves the right to cancel the term of Assignment Personnel with written notification to Customer. Maxim will endeavor to provide a qualified replacement for cancelled Assignment Personnel within fourteen (14) days from the date of notification.

Section 8.4 Assignment Cancellation by Customer. Customer agrees to utilize Assignment Personnel for the specified period of time outlined in the "Attachment C" Assignment Confirmation. Should Customer staffing needs change and Customer wishes to cancel Assignment Personnel already being utilized on contract, Customer must give Maxim fourteen (14) days' notice before cancellation date. If Customer does not provide required notice, Customer will be required to pay Maxim a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel's rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancelation notice).

Section 8.5 Assignment Confirmations. Each Assignment Services request will be confirmed in writing with the applicable Base Rate or Assignment Personnel Rate to be charged for Assignment Personnel to work a specific assignment set forth in Assignment Confirmations as "Attachment C." Hourly rates include reimbursement for ordinary and necessary travel expense for meals incurred by Assignment Personnel, as accounted for on the invoice or periodic statement, where Customer is acknowledged to be subject to limitation on deduction under IRC § 274 and related regulations. As needed, Customer should request information beyond the accounting provided to comply with their obligation(s). If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) will govern.

Section 8.6 Assignment Confirmation Delivery. Assignment Confirmations will be sent via electronic mail, or other means as agreed upon by the Customer and Maxim. In the event that Customer fails to respond to the Assignment Confirmation within forty-eight (48) hours, the

Customer will be deemed to have accepted the terms in said Assignment Confirmation and Customer will assume responsibility for any applicable payment terms as outlined in the Assignment Confirmation. Should a dispute arise, the Assignment Confirmation shall supersede any and all prior oral and written understandings.

ARTICLE IX. ADDITIONAL SERVICES

Section 9.1 Locum Tenens Coverage. Should Customer request Locum Tenens providers from Maxim, the Parties shall enter into a separate Agreement or Statement of Work for Locum Tenens coverage.

Section 9.2 Assignment or Subcontracting. Maxim can assign or subcontract this Agreement with written notice to Customer for the purpose of providing additional Contractors, Personnel for fulfilling the requirements of this Agreement, or to provide a workforce management solution by its subsidiary, Sunburst Workforce Advisors, LLC to Customer. Should Customer request utilization of a workforce solution, the Parties shall enter into a separate Service Agreement with Maxim's Subsidiary, Sunburst Workforce Advisors, LLC. The terms set forth in the separate Service Agreement will govern use of the workforce solution.

ARTICLE X. INSURANCE

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

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

ARTICLE XI. INDEMNIFICATION

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

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Maxim's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any breach by Maxim of Section 3.2 or Section 3.3.

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

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Customer's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any Transaction Taxes levied, assessed, or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Customer.

Section 11.3 Indemnification Procedures – The Party seeking indemnification under this Article XI (the “**Indemnified Party**”) shall notify the other Party (the “**Indemnifying Party**”) promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.

ARTICLE XII. LIMITATION OF LIABILITY

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

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

ARTICLE XIII. DISPUTE RESOLUTION

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

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

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

ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA

Section 14.1 Confidentiality.

A. Maxim/Customer Information. Subject to applicable intellectual property federal law(s), the Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party, and may be classified as trade secret or proprietary information. Each of the Parties agree that neither it nor its staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other Party, any secret or confidential information of the Party, including, without limitation, information with respect to the Party's customers, cost structure, and/or business strategy or business methods at any time used, developed, or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

B. Disclosure of Maxim/ Customer Partnership. From time to time, Maxim lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Maxim may disclose the partnership between Maxim and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Maxim/Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.

C. Student Information: In the event that Maxim receives student information, including student financial or medical information, Maxim shall not disclose any individual student records, including student financial or medical information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Maxim, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Maxim may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If Maxim is provided access to students' records, Maxim shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this

Agreement. Maxim shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Maxim reserves the right to retain any Student Education Records for the length of time necessary to meet Maxim's contractual and legal commitments.

D. The obligations set forth in this Article XIV shall survive the termination of this Agreement.

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

Customer acknowledges and understands and agrees that no Personally identifiable information ("PII") or Protected Health Information ("PHI") PHI will be relayed, transmitted, or otherwise provided to or stored by Maxim or Maxim Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Maxim with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Maxim, its directors, officers, shareholders, employees, and agents from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent handling of PII or PHI, including the unauthorized use, access, or disclosure by Customer, its employees, agents, and subcontractors.

Section 14.3 Aggregate Statistical Usage. Customer acknowledges and agrees that Maxim will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Maxim shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Maxim, Maxim Personnel, and Contractors affiliated with Maxim under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Maxim customers, so as to be non-specific to any individual Customer.

ARTICLE XV. TERMINATION

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

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

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

ARTICLE XVI. GENERAL TERMS

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

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

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

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

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

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

Eugene School District 4J
200 N Monroe St, Eugene,
Oregon 97402
ATTN: Kat Lange

Maxim Healthcare Staffing Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

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

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

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

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

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

Customer and Maxim have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth

EUGENE SCHOOL DISTRICT 4J:

MAXIM HEALTHCARE STAFFING
SERVICES, INC.:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name & Title

Printed Name & Title

Date

Date

**ATTACHMENT “A”
CUSTOMER REQUESTED PERSONNEL AND RATES - July 1st, 2023**

School Work Site. This “Attachment A” shall apply to the following School Work Site(s):

Work Site Name	Address	Work Site Contact
Eugene School District 4J	500 North Monroe Street, Eugene, OR 97421	Kat Lange

Base Rates. Base Rates for the following positions shall apply. Where Base Rate on “Attachment C” is differing, “Attachment C” shall control.

Positions	Rate \$ (per hour)
ES - LPN School School - ST	\$60.00
ES – LPN School 1:1 School - ST	\$65.00
ES – LPN School Trach School - ST	\$65.00
ES – LPN School Ventilator School - ST	\$65.00
ES - RN School School - ST	\$80.00
ES - BCBA School - ST	\$95.00
ES - Behavior Tech School - ST	\$55.00
ES - School Counselor/School Mental Health Worker School – ST	\$75.00
ES - Occupational Therapist School School - ST	\$85.00
ES - Occupational Therapy Assistant School School - ST	\$65.00
ES – School Aide School – ST	\$45.00
ES – RN School 1:1 School - ST	\$85.00
ES – RN School Trach School - ST	\$85.00
ES – RN School Ventilator School - ST	\$85.00
ES - Physical Therapist School School - ST	\$85.00
ES - Psychologist School School - ST	\$100.00
ES - Sign Language Interpreter Schools School - ST	\$75.00
ES - Speech Language Pathologist School School - ST	\$95.00
ES - Speech Language Pathologist Assistant School School - ST	\$70.00

ES - Social Worker Schools School - ST	\$72.00
ES - Special Education Teacher School - ST	\$85.00
ES - Teacher School - ST	\$80.00

Annual Rate Increase. Effective on the Agreement renewal date and every year thereafter, base rates for all modalities listed above will be increased by three percent (3%) of Base Rate(s).

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

Orientation. Base Rate(s) will be billed for all time spent in required Customer orientation.

Overtime. Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

Holidays. Holiday Rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

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

Changes. Pursuant to Section 3.1(c) of the Agreement, the Parties agree that Changes may be made to "Attachment A" by execution of subsequent "Attachment A" document(s).

Attachment “B”
PRE-ASSIGNMENT SCREENING

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

that Personnel may begin assignment following completion of a successful Customer background screening.

ATTACHMENT "C"
ASSIGNMENT CONFIRMATION

Maxim and Customer hereby agree the following Personnel will be assigned to Customer's Work Site, listed below, under the terms and conditions outlined below and according to the Agreement signed between Customer and Maxim.

Customer and Maxim understand and agree that this assignment is contingent upon verification of Personnel's compliance with the Agreement and the pre-assignment screening requirements in "Attachment B" prior to the assigned start date. To the extent that the rates set forth herein differ from the rates in "Attachment A" the rates set forth herein shall govern for the length of the Assignment start and end dates, and with renewal of the Agreement.

Customer Name:	
School Work Site Address:	
Confirmation Date:	

Customer hereby agrees to sign/return this document **WITHIN 48 BUSINESS HOURS** of the date listed above and understands that failure to do so may result in the delay of the assignment start date, and/or additional charges as defined in the Agreement.

Personnel Name, Discipline:	
Assigned Unit/Department:	
Float Requirement:	

Assignment Start Date:	
Assignment End Date:	
Guaranteed Weekly Hours/Schedule:	
Approved Time-Off:	

Base Bill Rate:	
Overtime and Holiday Rates:	
On Call/Call Back Rates:	
Approved Orientation Rate/Hrs.:	
Special Provisions:	

Authorized signature below indicates agreement to utilize Maxim Personnel under of ALL of the conditions specified above. The Staffing Services Agreement between Customer and Maxim shall govern any/all additional provisions that affect this assignment and/or the business relationship between the parties.

Authorized Customer Representative Signature

Printed Name & Title

Date

Please email a signed copy of this confirmation back to joflaig@maximstaffing.com. Thank you.



ITEM FOR ACTION-CONSENT AGENDA

Date of Meeting

June 21, 2023

Title

Secondary Health Instructional Materials Adoption

Presenter

Andy Dey, Superintendent

Background

Currently in 4j secondary Health Education does not have a viable, aligned, comprehensive curriculum. Compliance with the OARs Chapter 581, Division 22 standards requires us to have a curriculum in place so teachers can provide up-to-date instruction that aligns with the current Oregon Health Education Standards. Reintroducing Comprehensive Health Education at the secondary level will result in our students growing their Health decision-making skills, preparing them for secondary level Health coursework, and enhancing their overall Health Literacy.

Best practices in Health Education demands we provide high-quality, current, medically accurate, culturally inclusive, skills-based instructional materials for K-12 Health educators in 4J. Equitable access to comprehensive Health Ed across our K-12 schools aligns with our district values of prioritizing equity.

After a rigorous review, 100% of our 6-12 Health Adoption Team (which is composed of 4 Admin, 2 counselors, 8 secondary health teachers, 2 Health TOSAs, 1 SSD specialist, 1 LMP Manager, 1 Language Arts teacher, 1 Lane ESD rep) has followed the current Board ARs for Instructional Materials Adoption for “Non-Core” curriculum and unanimously recommends the district purchase The Great Body Shop by The Children’s Health Market for 6-8 to be used in all 4J Middle schools,

including EOA and Fox Hollow. We also unanimously recommend the district purchase Live Well by Human Kinetics for 9th-grade Health (and as a resource for 10-12 Advisories) to be used in all 4j High Schools, including ECCO.

The estimated total purchase price of this contract is \$570,000.

The Great Body Shop purchase includes teacher's kits for each 6-8 Health teacher with individual guides for all 10 units, an Implementation Guide, Student Issues per unit for each student that are updated yearly, a 7-year digital student (and teacher) license with access to all curriculum components - in multiple languages - including audio-versions of the Student Issues, a parent access portal, and on-going, flexible, annual professional development for the life of the contract at \$240,000.

The Live Well purchase will include a 7-year digital student (and teacher) license for 9th grade. Teacher digital access provides lesson plans, slideshows, google docs, and differentiation lessons. It will also include class sets of the "Live Well" text for all 9th grade Health teachers, teacher copies of the "Health & Wellness for Life" text with online study guide for use with grades 9-12, and Professional Development at \$330,000.

We will purchase the program as soon as possible so that we can have materials (teacher kits) barcoded and in classrooms before staff return in the fall of 2023; as well as ensuring materials are available for community viewing.

Options and Alternatives

Without the purchase of an aligned, comprehensive Health curriculum, 4j will continue to be years out of compliance with Division 22 standards. Without a viable, aligned, updated Health Ed. curriculum teachers may feel the need to resort to using materials from TeachersPayTeachers or other unverified sites. The alternative to purchasing a Health curriculum is to maintain the status quo of not providing aligned, high-quality materials throughout the district.

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

For this 7-year contract with The Great Body Shop, a total of 9 in-person middle schools + EOA will be served, with an approximate total of 3,505 students.

For this 7-year contract with Live Well, a total of 5 in-person high schools will be served, for an approximate total of 1,338 students directly interacting with these instructional materials, and 3,771 indirectly interacting with these instructional materials through Advisory.

Budget/Resource Implications:

Great Body Shop and LiveWell Materials Purchase		
Product	Product Description	Unit Price
Great Body Shop 6-8	Teacher Online Access, Student Issues (consumables)	\$240,000
Livewell 9th grade + advisory resource	Teacher Online Access, Textbooks	\$330,00
Total -		\$570,00

Recommendation

The Superintendent recommends the approval of \$570,000 for purchasing The Great Body Shop and LiveWell, to provide access to our approved Health curriculum for all 6-9 classrooms and resources for advisories 10-12.



ITEM FOR ACTION — CONSENT AGENDA

Date of Meeting

June 21, 2023

Title

Approve Partnership between Eugene SD 4J and the Science Center

Presenter

Andy Dey, Superintendent

Approve Partnership between Eugene SD 4J

Eugene 4J & Eugene Science Center (ESC) PARTNERSHIPS

For *the benefit of 41 students, families*, and teachers.

Planetary Science Outreach to Elementary and Middle Schools

\$165,000/yr (launch W/S 2024; after equipment arrives and new staff is hired and trained)

- This funding provides the capacity for ESC educators to visit a different 4J elementary school each week to deliver planetary science programming as coordinated with 4J teachers.
 - Programming is delivered by two ESC educators during two phases:
 - 16' Diameter Portable Digital Planetarium (up to 30 kids; 45-60 min program)
 - In Class Activities {30-45 min program}
 - Single grade in 20 schools impacting over 1,200 students per year
 - ESC recommends focusing on 5th grade to align with the NGSS Earth and Sun Curriculum {5-ESS1 Earth's Place in the Universe}
- ESC educators will visit each 4J middle school during the school year to deliver planetary science programming as coordinated with 4J teachers
 - Programming will take place in the portable planetarium (up to 30 kids; 45 min program)
 - An optional second visit for an in-class program can be coordinated with teachers if desired
 - Single grade in 7 schools impacting over 1,300 students per year
 - ESC recommends focusing on 7th or 8th grade, but would like 4J input on final grade selection {MS-ESS1 Earth's Place in the Universe}

- Two free ESC combo passes (exhibits and planetarium show) are distributed to students in attendance so they can engage in science with their families at ESC.
- Eugene Science Center will need to hire at least two new education employees to provide this service. Because of this, an initial multi-year contract of 3+ years is ideal.

Elementary Field Trip & Teacher Professional Development Endowment

\$280,000 investment: sustained field trips, come-back passes, teacher professional development, and teacher membership discounts

- A single \$280,000 investment provides annual field trip admissions (exhibits and planetarium; travel costs not included) for every 4J third grade class (over 1,200 students) that books an ESC field trip for as long as ESC exists.
- Includes two come-back exhibit hall passes distributed to each child on their field trip for a return visit to ESC with their family.
- Annual 4J Teacher PD workshops, and free museum visitation with 4J teacher identification for field trip preparation
- 20% discount on ESC memberships for all 4J teacher

Future Partnership Possibilities

Middle School Citizen Science Program

- 7 middle schools (21+ school visits, 3 per school, 1 per grade level)
 - Visit every middle school science class once per year
 - Grade-level aligned, climate-based educational programs and localized data collection that can be explored, analyzed, and built on by future classes
 - Each grade level takes a different disciplinary perspective in considering climate change (i.e., earth science, life science, physics)
 - Students get all three as they move through the grade levels in consecutive years

Multi-Grade Band Approach (CUmate Themed)

- Elementary Schools (5th grade): field trip or portable planetarium, with pre and post enrichment activities
- Middle School (8th grade): Outreach programs related to human impacts and climate change, include CO2 monitoring
- High School (10th grade): Climate science and data literacy



ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

June 21, 2023

Title

Approve Educational Surrogate Project with CASA (Court Appointed Special Advocates)

Presenter

Andy Dey, Superintendent

Board and Superintendent Goals

This project is in line with the superintendent's 2nd goal of having a coordinated cohesive focus on equitable access and advancement for all with an amplified focus on the desires of those who have been historically underserved.

Recommendation

The superintendent recommends approval of the Educational Surrogate Project with CASA.



LANE COUNTY

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Executive Director

Kendra Jones

Wednesday, May 31, 2023

Eugene 4J School District
Attn: Dr. Andy Dey
200 North Monroe St.
Eugene, OR 97402

Dear Dr. Dey:

In response to concerns around poor education outcomes for foster children and youth, I believe CASA of Lane County is uniquely positioned to support an initiative to improve outcomes, ensuring every youth in foster care have the support and resources to reach their full potential.


CASA of Lane County has 200 volunteers providing the powerful voice of advocacy for about 43% of the children in care annually. We are accredited through the National CASA organization. Our CASAs receive extensive pre-service training, along with continuing education annually, to support their role in providing consistent support throughout the lifespan of the youth's case. We propose to use our existing model to pilot a program with a targeted focus on key education metrics, such as school attendance.

Support from CASA for the Educational Surrogate pilot project would include the following:

- CASA staff dedicated to recruit, train, and supervise volunteer Educational Surrogates embedded in 3 pilot schools identified for this project.
- Volunteer Educational Surrogates will:
 - meet with students in foster care attending a pilot school to introduce themselves and explain their support role;
 - monitor school attendance;
 - check-in with teachers and school staff weekly for updates;
 - meet with students monthly or more often when concerns arise;
 - attend IEP meetings and other student support meetings, to be informed and advocate for student's best interests;
 - make recommendations for resources that might be needed for school success.

Support needed from Eugene 4J School District:


- Access to Synergy or coordination with school administrative staff for monitoring attendance and grades;
- Platform to educate staff at pilot schools about our partnership and the role Volunteer Educational Surrogates;
- Support volunteer recruitment through the district's publications, social media and distribution of materials to retired 4J staff.
- Funding to support pilot based on estimated # students served at pilot schools.



When youth in foster care have the consistent support from a trusted adult, they have better access to resources, maintain higher levels of hope, and achieve better outcomes. I look forward to speaking with you and believe a strategic initiative and partnership between CASA of Lane County and the Eugene 4J School District will have a dramatic impact on the children and youth supported through this pilot program, and the potential to impact youth across the district and state in the future.

Thank you,

Kendra Jones



Kendra Jones
Executive Director



MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LANE COUNTY DEPARTMENT OF HUMAN SERVICES-CHILD WELFARE, STATE OF OREGON AND CASA OF LANE COUNTY

BACKGROUND

The Lane County Department of Human Services-Child Welfare, State of Oregon (DHS) and CASA of Lane County (CASA) both provide services so that children who have experienced the trauma of abuse and neglect can be safe, have permanency, and have the opportunity to thrive.

DHS’s mission is to help Oregonians in their own communities achieve wellbeing and independence through opportunities that protect, empower, respect choice and preserve dignity.

CASA’s mission is to provide a powerful voice for children who are in the child welfare system due to abuse and neglect.

PURPOSE

DHS and CASA recognize the need for collaboration and mutual understanding to achieve the best outcomes for Lane County’s children and families. This Memorandum of Understanding between DHS and CASA reflects agreed upon guidelines for the working relationship between DHS and CASA. To achieve these means, DHS and CASA agree as follows:

1. ROLES AND RESPONSIBILITIES FOR PARTNERSHIP:

- 1.1** The DHS District Manager and CASA Executive Director will model and foster a partnership that promotes mutual respect.
- 1.2** The DHS District Manager and CASA Executive Director will negotiate local agreements within the parameters of this MOU and ensure their implementation.
- 1.3** The DHS Child Welfare Managers and District Manager will meet quarterly with the CASA Program Director and Executive Director to discuss overall agency functioning, policy and quality improvement issues.
- 1.4** Both DHS employees and CASA employees/Volunteers have statutory responsibilities to maintain the confidentiality of records under both state and federal law including ORS 419B.035, 419A.225, 409.225 ORS 419A.170, HIPAA and 42 CFR Part 2 governing drug and alcohol treatment records.

2. ROLES AND RESPONSIBILITIES OF THE CASA OF LANE COUNTY PROGRAM

2.1 Program Director

- 2.1.1** Provide direct supervision to the CASA Supervisors and Intake Coordinator.
- 2.1.2** Oversee supervision of Peer Coordinators and CASA Volunteers to ensure CASA Program policies are adhered to.
- 2.1.3** Meet quarterly with the DHS Program Managers and District Manager.
- 2.1.4** Provide training regarding MOU Protocol for CASA staff and Volunteers.

- 2.1.5 Partner with DHS Training Academy and Foundations for Care Providers to provide a clear understanding of the CASA role to DHS staff and care providers in Lane County on a consistent basis.

2.2 Intake Coordinator:

- 2.2.1 Maintain a list of cases that are waiting for a CASA Volunteer and assist in assignment of a CASA Volunteer to a case.
- 2.2.2 Take information from individuals who make referrals to have a CASA Volunteer appointed to a Juvenile case post jurisdiction.
- 2.2.3 Submit orders to the court after jurisdiction to have the Intake Coordinator appointed on cases that would benefit most from a CASA Volunteer.
- 2.2.4 Research, organize and monitor cases until a CASA Volunteer can be appointed
- 2.2.5 Submit Crime Victims Compensation (CVCP) for children referred to our program that may qualify for CVC funds as needed.

2.3 CASA Supervisor:

- 2.3.1 Supervise and support Peer Coordinators and CASA Volunteers to oversee and implement the direct service of the CASA Program.
- 2.3.2 Introduce a case to a trained CASA Volunteer and Peer Coordinator. Assist in coordinating a current case update with the DHS caseworker to ensure a solid base of communication from the beginning of the CASA Volunteer assignment.
- 2.3.3 Review cases with each CASA Volunteer monthly and utilize coaching techniques to enhance clear communication between DHS Child Welfare and CASA.
- 2.3.4 Engage in monthly contact with each CASA Volunteer or Peer Coordinator to assist in review of current Discovery from DHS Child Welfare and direction of the case plan
- 2.3.5 Review CASA cases with Peer Coordinator quarterly or sooner if needed.
- 2.3.6 Approve and finalize CASA Volunteer court reports and CRB reports and distribute to Court, the CRB and Parties to the case.
- 2.3.7 Attend court hearings and CRB meetings on behalf of the CASA as needed.

2.4 Peer Coordinator (Volunteer Position):

- 2.4.1 Provide coaching and support to CASA Volunteers ensuring that children involved with the CASA program receive sound advocacy and early permanency planning.
- 2.4.2 Participate in specialized initial and on-going training specific to their role.
- 2.4.3 May concurrently serve as a CASA Volunteer on their own case.
- 2.4.4 Support and coach 3-5 CASA Volunteers by providing assistance and consultation as needed and when requested.
- 2.4.5 Meet with CASA Supervisor to review new cases for CASA Volunteers.
- 2.4.6 Meet with CASA Volunteers to review initial case file, making note of important documents and discuss setting up a face-to-face meeting with the caseworker.
- 2.4.7 Maintain in-person monthly contact with the CASA Volunteer for the first 3 months after case assignment. Continue to monitor monthly contact between the CASA and child.
- 2.4.8 Review cases with CASA Volunteer monthly and utilize coaching techniques to enhance clear communication between DHS Child Welfare and CASA
- 2.4.9 Review all case meetings with the CASA Volunteer and consult with CASA Supervisor if needed.

- 2.4.10** Conduct in-person meeting with the CASA Volunteer before or after a critical event or meeting such as a court hearing, CRB, permanency or sensitive issue staffing.
- 2.4.11** Review and edit CASA Volunteers' court reports and CRB Reports and forward to CASA Supervisor to finalize and distribute.
- 2.4.12** Provide coaching, support and motivation as necessary to maintain and enhance advocacy.
- 2.4.13** Attend court hearings and CRB meetings on behalf of the CASA as needed.

2.5 CASA Volunteer:

A Court Appointed Special Advocate (CASA) is a legal party to the juvenile dependency case to which the CASA Volunteer is appointed by the Court. Pursuant to ORS 419B.112, it is the responsibility of the CASA Volunteer to:

- 2.5.1** Perform all statutory duties, including investigating all relevant information about the case; advocating for the child-ensuring all relevant facts are brought before the court; facilitating and negotiating to ensure the court, DHS, and the child's attorney, if one is assigned, fulfill their obligations to the child and in a timely fashion; and monitoring all court orders to ensure compliance and to bring to the court's attention any changes in circumstances that may require a modification of the court's order.
- 2.5.2** Produce a written report for court hearings that require a written report.
- 2.5.3** Attend court hearings and trials.
- 2.5.4** Recommend appropriate services for the child and family and monitor the status of the child's case. Discuss recommendations with DHS caseworker prior to permanency reviews or hearings.
- 2.5.5** Prepare oral presentations for the Court and inform DHS caseworker of any changes in the court report prior to court hearing.
- 2.5.6** Have contact with each child/ youth as stated in section 6.1.
- 2.5.7** The CASA Volunteer may have a private conversation with the child if needed, as long as it is within eyesight of another adult.
- 2.5.8** Monitor assessments and ensure that DHS or other caretakers meet the child's educational, mental/behavioral health, developmental, and dental needs.
- 2.5.9** Research all information about the case relevant to the child.
- 2.5.10** Participate in any meeting relevant to the needs of the child and case planning.
- 2.5.11** Attend all CRB reviews.
- 2.5.12** Produce a written report for any CRB review.
- 2.5.13** Report to DHS Child Welfare any change or concern in regards to the child
- 2.5.14** Report to DHS Child Welfare or Police any child abuse or safety threat to a child on their case or in the community.
- 2.5.15** The CASA's appointment remains in effect until the Court vacates the appointment or the petition is dismissed. The goal is to provide one CASA from initial assignment to case closure. After the appointment is vacated there is no legal relationship between the CASA and the child.

2.6 The following are outside the scope of the duties of the CASA:

- 2.6.1** Provide transportation.*
- 2.6.2** Supervise visitations.
- 2.6.3** Spend time alone with the child*(must be at least within eyesight).

2.6.4 Give the child gifts or money.*

2.6.4.1 Some exceptions for Volunteers trained in Fostering Futures serving youth age 12-21, see 2.7.

2.7 Fostering Futures:

Fostering Futures is a curriculum created by the National Court Appointed Special Advocate Association that focuses on improving outcomes for older and emancipating youth (12-21 years of age) served by trained CASA Volunteers.

2.7.1 CASA Volunteers working with youth participating in Fostering Futures may have an occasion where it might be appropriate to provide a gift or resource to the youth, in the context of a visit and limited to activities directly related to the objectives of the Fostering Futures curriculum. The CASA Volunteer should discuss any such situation beforehand with the Peer Coordinator/CASA Supervisor.

2.7.2 CASA Volunteers may use public transportation with the youth. CASA Volunteers who wish to use public transportation with their CASA youth must first consult with and get permission from the CASA supervisor and the DHS caseworker/care provider. Transportation should be limited to activities directly related to the objectives of the Fostering Futures Curriculum.

2.7.3 While it is preferred that visits take place in the home setting, a CASA Volunteer may periodically meet a CASA youth participating in the Fostering Futures program alone in a public place. CASA Volunteers must notify their Peer Coordinator or CASA Supervisor verbally or in writing prior to the visit. If the foster parent is not present, the CASA should obtain the foster parent's phone number or contact information, in case of an emergency.

2.8 Conflict of Interest: A CASA may not be a service provider to the child or family member of a child for whom the CASA is serving as a CASA Volunteer.

3. ROLES AND RESPONSIBILITIES OF DHS CHILD WELFARE PROGRAM:

DHS has the primary responsibility for assessing and managing safety threats to children and providing services (including arranging for community services) for the safety, permanency and well-being of children in the care of DHS.

3.1 Program Manager:

3.1.1 Provide supervision to all Child Welfare staff and oversee all operations.

3.1.2 Meet quarterly with the CASA Executive Director, Program Director and Program Manager.

3.1.3 Provide training for DHS staff regarding MOU protocol.

3.1.4 Provide CASA program access to DHS Academy to provide a clear understanding of the CASA Volunteer roles to DHS staff on a consistent basis

3.2 Supervisor:

3.2.1 Provide direct supervision to caseworkers ensuring that policy and procedures are implemented with best child welfare practices.

3.2.2 Assist with setting up and attending meetings for case planning between the CASA Volunteer, Peer Coordinator, CASA Supervisor and Caseworker if requested.

3.3 Safety Worker/Child Protective Services (CPS) Worker:

- 3.3.1 Child Protective Service caseworkers investigate reports of safety concerns for Oregon's children and families. This includes conducting child safety assessments of alleged child abuse or neglect, evaluating whether a child has been or is currently at risk of being harmed and, if needed, determining appropriate services to ensure child safety

3.4 Certifier:

- 3.4.1 Provide an extensive background check to prospective foster and adoptive parents, who will complete 8 weeks of pre-service training and the Safe Home Study provided by the certifier. A foster family will be issued a two-year certification, stating the specific number of children the family is certified and approved to care for.
- 3.4.2 Make 180 day visits to the foster home (90 days if the home has an overfill exception) to ensure the home meets all safety standards.

3.5 Permanency Worker:

- 3.5.1 Provide services for children who are Wards of the Juvenile Court.
- 3.5.2 Develop and oversee plans for safety and permanency. Plans may include: Return to Parent; Adoption; Guardianship; Another Planned Permanent Living Arrangement (APPLA); Placement with a Fit and Willing Relative (PFWWR).
- 3.5.3 Provide timely services for the child and family within the guidelines of the Adoption and Safe Families Act (ASFA).

3.6 LAR/Permanency Worker: Same responsibilities as the ongoing worker and additionally:

- 3.6.1 Receive case when child's plan changes to adoption.
- 3.6.2 Continue to assess parent's ability to safely parent or need for a different plan.
- 3.6.3 Write legal assistance referral and work with Department of Justice to free child for adoption, either through termination of parental rights or voluntary relinquishment
- 3.6.4 Recruit adoptive home for child(ren).

3.7 Adoption Worker:

- 3.7.1 Complete the Safe Home Study with potential adoptive families and, if chosen, represent the family at an adoption committee.

4. ESTABLISHING WORKING RELATIONSHIPS/CASE INITIATION

- 4.1 According to ORS 419B.112, every case falling under ORS chapter 419B shall have a court appointed special advocate.
- 4.2 CASA of Lane County accepts referrals to our program, via our Intake Coordinator and the CASA Waitlist.
 - 4.2.1 Referrals can come from multiple sources, including but not limited to DHS, the CASA Program, the Court, the juvenile court consortium attorneys, care providers, schools and service providers.
- 4.3 After appointment of the Intake Coordinator, upon request, DHS agrees to provide the entire case file electronically. This includes: the location of the children, contact information of the caregiver and signing a release to allow CASA to complete a CVCP application on behalf of DHS (applications are completed as needed).
- 4.4 After appointment of a CASA, the assigned DHS caseworker and CASA agree to meet within 2 weeks of the CASA's appointment for an initial case review and to establish the best way to communicate.

- 4.5 The DHS caseworker will support the CASA Volunteers' role, including their statutory authority appointment by the Judge, legal party status, and need to visit the child, by helping to explain the CASA Volunteers' role and responsibilities to foster parents and birth parents.
- 4.6 DHS will inform CASA in regards to a change in placement and notify CASA Volunteer (or Intake Coordinator if the case is on the CASA waitlist) of the placement address within 3 days of the change. In the case of an emergency placement, notification will occur within 24 hours of the change.

5. DISCOVERY AND OTHER INFORMATION-SHARING

The effective working relationship between CASA and DHS depends on timely access and sharing of information.

5.1 Safety: If there is information about safety concerns on a case, CASA and DHS must inform one another as soon as it is possible to do so.

5.2 Access:

- 5.2.1 DHS may not disclose to CASA information that identifies persons who have reported child abuse or neglect.
- 5.2.2 DHS staff and CASA staff, Volunteers, and board members will maintain the confidentiality of records in accordance with state and federal law, including records gathered during discovery.
- 5.2.3 CASA is permitted to inspect and copy any records relating to the child involved in the case without the consent of the child, ward or parents. DHS will provide CASAs with unsupervised access to the child's file upon request, at the DHS office or through alternative methods, and not more than three (3) working days from the request. DHS will strive to provide the access within 24 hours whenever possible.
- 5.2.4 DHS will provide CASA sufficient space and time to read the file and make notes
- 5.2.5 DHS will provide CASA assistance or access to a copier to copy the portions of the file necessary to fulfill CASA duties, except for information relating to the identity of the reporter and information that needs to be protected pursuant to ORS 419B.035(2) (concerns that outweigh public's interest in disclosure).
- 5.2.6 The CASA, after reading or copying case files, will return the DHS file and materials in the same order and condition as they were received.
- 5.2.7 DHS will not charge CASA for copies.

5.3 Timeliness: Timely exchange of reports and other discovery pursuant to ORS. 419B.035 is as follows:

- 5.3.1 Responses to phone calls and e-mails between any person in any role at either agency will be within 48 hours after receiving the initial message.
- 5.3.2 Court reports or other discoverable documents generated by either agency will be provided within 7 calendar days (5 business days) prior to any court proceeding or CRB where such reports are submitted. Changes to reports or other discoverable documents will be communicated at least 24 hours prior to scheduled proceedings.
- 5.3.3 DHS caseworkers will respond within 48 hours of CASA's request for past discovery and provide monthly regular disbursement of discovery.
- 5.3.4 DHS caseworkers will provide CASA with copies of important assessments (e.g., CANS, behavioral, mental health, medical, educational) as soon as possible, preferably within 3 days of receiving the report.

5.3.5 DHS caseworkers will provide 14 calendar days (10 business days) notice to the assigned CASA Volunteer about upcoming court hearings, meetings, permanency staffings, adoption committees, case dismissals, IEP/504 meetings, etc. The CASA Volunteer will provide the DHS caseworker the same timely notification in the event they are the first to learn of it.

5.3.5.1 The DHS caseworker will provide a minimum of 24 hours notice to the appointed CASA Volunteer if changes or cancellations to these events occur. The CASA will provide the DHS caseworker the same timely notification in the event they are the first to learn of a cancellation or change.

5.3.6 Sensitive issues, including but not limited to unplanned placement changes, school changes and more will be communicated from the DHS caseworker to the CASA Volunteer within 48 hours.

5.3.7 Changes in DHS case assignments or changes in CASA program case assignments/appointments will be communicated between agencies at least one week in advance of the change. In the event of an unanticipated temporary or permanent change, within 48 hours after the change.

5.4 Efficiency: DHS and CASA will support each other in developing systems and processes that make the best use of available technology, including Oregon e-Courts and email.

5.5 Out of home care investigation notices: Pursuant to ORS Sec. 418.259, when a report is received under ORS Sec. 418.258 (Report of suspected abuse) alleging that a child in care may have been subjected to abuse, DHS shall notify the CASA with 48 hours. Further, if the report is substantiated, DHS shall notify the CASA within 48 hours.

6. ADOPTION SELECTION AND PERMANENCY PLANNING: OAR 413-120-0016 et seq. establishes the procedures for CASA participation in adoption decisions. OAR 413-070-0514 et seq. establishes the procedures for CASA participation in other permanent planning decisions. The CASA will provide input to adoption selection and permanency planning decisions in order to serve the child's best interest. In order to be in compliance with these procedures, DHS and CASA will adhere to the points outlined below:

6.1 Notify the CASA Volunteer, CASA Supervisor and Peer Coordinator of an Adoption Committee or Permanency Committee at least 10 business days prior to the committee.

6.2 Provide a copy of the Adoption Home Study Report(s) 10 business days prior to Adoption Committee. The CASA Volunteer must return the home studies to the committee leader at the end of the committee session

6.3 The CASA Volunteer can present information about the child at any meeting regarding permanency decision making for the child.

6.4 The CASA Volunteer may not re-disclose any information contained in the report for any purpose other than discussing the needs of the child with legal parties to the case.

6.5 Unless the adoptive family signs a release, the adoption home study will be modified (redacted) before it is given to the CASA Volunteer. Redactions will be the information that is confidential by federal or state law. In some cases, a redaction may not protect the identity of a family, and a summary may be used

6.6 In circumstances where DHS uses an internal permanent planning decision making process, the agency will provide the CASA an opportunity for meaningful input and provide the CASA with information about the rationale for permanency decisions.

7. ACCESS TO THE CHILD

7.1 CASA Volunteers must have face-to-face contact with each child/youth to whom they are appointed at least every 30 days, with a visit being in the child's placement at least every 60 days.

7.2 DHS will work collaboratively with CASA to include information in the pre-service training for foster parents about the CASA role, including the CASA's statutory authority and requirement to have access to and visits with the child.

7.3 DHS acknowledges that the CASA must have reasonable access to the child in the home, foster home, school, facilities or any other location the child lives at or frequents, including an adoptive placement. DHS will facilitate the CASA's reasonable access to the child.

7.4 DHS acknowledges CASA Volunteers trained in the Fostering Futures Curriculum are permitted to meet with youth ages 12-21 they are appointed to as outlined and defined in Section 2.7 above.

7.5 DHS acknowledges that the CASA must observe parent-child interactions and/or other family time/interactions arranged by DHS or ordered by the court. CASA agrees to communicate observations with DHS caseworker and the court.

7.5.1 For supervised DHS visits, a CASA must notify the caseworker prior to attending the visit so that the caseworker may inform the family and SSA that the CASA Volunteer intends to observe.

7.5.2 The DHS caseworker will notify CASA Volunteer about changes in visits with parents, times or location as they occur.

7.5.3 The DHS Caseworker will inform family and SSA when a CASA communicates intent to observe DHS visitations.

7.6 DHS acknowledges, and will facilitate as needed, a CASA's authority to have private conversations with the child. These conversations may occur in the home, foster home, other locations, or public settings. These conversations must be at least within eyesight of another adult, but can be out of earshot.

7.7 DHS and CASA mutually understand that a CASA's appointment remains in effect until the court vacates the appointment or the petition is dismissed. After the appointment is vacated, there is no legal relationship between CASA and the child nor official contact with the child, the adoptive parent(s), or other parties.

8. PROTOCOL FOR RESOLVING CONFLICTS BETWEEN CASA AND DHS CHILD WELFARE

8.1 The first step to resolving conflict between the CASA Volunteer and a DHS Caseworker is for the two of them to try to resolve the dispute themselves. In situations where the DHS caseworker and the CASA Volunteer have talked directly to each other and still feel that the issue is not resolved, the DHS Caseworker and CASA Volunteer agree to follow this protocol:

8.2 The DHS caseworker should notify their DHS Supervisor and the CASA Volunteer should notify their Peer Coordinator and CASA Supervisor that there is an unresolved conflict.

- 8.3 The CASA Supervisor/Peer Coordinator and DHS Supervisor will work to support the CASA Volunteer and DHS Caseworker in resolving the conflict.
- 8.4 If the conflict is still not resolved, the CASA Supervisor will contact the DHS Supervisor (or vice versa) to set up a meeting between all the parties. The CASA Volunteer, Peer Coordinator and CASA Supervisor, DHS caseworker and DHS Supervisor are encouraged to document information to present to each other at the meeting to minimize errors of perception and try to reach a resolution. Parties can agree to disagree but respectful communication should occur.
- 8.5 If a meeting between all concerned parties does not resolve the conflict, the DHS Child Welfare Program Manager and CASA Program Director should be notified by the DHS Supervisor and CASA Supervisor.

9. DIVERSITY, EQUITY, INCLUSION

Services to Culturally Diverse Children and Families: Providing culturally appropriate and equitable access to and maximum benefit from services for all children and youth is a priority for DHS and CASA. All children and families will be served by without regard to race, ethnicity, gender, religion, socioeconomic background, sexual orientation and identity, national origin, age, military or veteran status, disability or any other legally protected status. CASA of Lane County and DHS are both committed to the ongoing development of a pool of CASA Volunteers and Child Welfare Workers representative of the children served by the agencies.

10. DURATION

This MOU may be modified by mutual consent of authorized officials from DHS and CASA. This MOU shall become effective upon signature by the authorized officials from DHS and CASA, and it will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from DHS and CASA, this MOU shall end on June 30, 2021. The Lane County District Manager (or designee) and the CASA Executive Director (or designee) will review and update this MOU as necessary, but at least every two years.

By signing this MOU, DHS and CASA acknowledge the urgency and importance of effective and efficient advocacy service to children and families in Lane County.

John Radich
 John Radich, District Manager
 DHS Child Welfare

Heather Murphy
 Heather Murphy, Executive Director
 CASA of Lane County

August 3, 2020
 Date

7/31/2020
 Date



ITEM FOR INFORMATION

Date of Meeting

June 21, 2023

Title

Overview of the work to implement a new Office of the Ombudsperson for the Eugene School District 4J

Presenter

Andy Dey, Superintendent
Brett Harris, University of Oregon Ombuds

Background

Throughout the school year the district has worked with Ms. Brett Harris to prepare a new Ombuds Office for the Eugene School District 4J.

Ms. Harris will present an overview of that work and an update to the status of the project.

The position for an Ombudsperson has been posted and is being actively recruited through various channels.

Recommendation

The Superintendent recommends the Board of Directors listen to the presentation and ask any questions they might have regarding the creation of the Ombuds program.



ITEM FOR INFORMATION

Date of Meeting

June 21, 2023

Title

Board Self-Reflection

Presenter

Maya Rabasa, Board Chair

Background

In accordance with the board's commitment to continuous improvement the board will review the feedback collected in a self-reflection.



ITEM FOR INFORMATION

Date of Meeting

June 21, 2023

Title

Receive Update on Legislative Session

Presenter

Judy Newman, Legislative Subcommittee Chair

Background

This is a standing item for information to keep the board apprised of items that are relevant to schools in the current legislative session.



ITEM FOR ACTION

Date of Meeting

June 21, 2023

Title

Review community engagement responses to colocation concerns at 850 Howard Ave.

Presenter

Jenna McCulley, Director of Communications and Intergovernmental Relations

Background

At the May 3, 2023 Board of Directors meeting, the school board received an overview of a proposed plan to alleviate the challenges faced by the co-location of two school communities.

Following that meeting the district moved forward with a three-phase plan to review options, engage the community, and identify a solution that provides appropriate educational space for two vibrant school programs.

The district is now prepared to provide an update based upon the feedback received during the community engagement component.

Recommendation

The Superintendent recommends the Board of Directors listen to the presentation and ask any questions they might have in order to arrive at a well-informed decision regarding the concerns raised about the current co-location of Kelly Middle School and Yujin Gakuen.



ITEM FOR ACTION

Date of Meeting

6/21/2023

Title

FY 2023/2024 Budget Adoption

Presenter

Matt Brown

Background

The Budget Committee has unanimously recommended adoption of the 2023/2024 Budget. The Committee met over 4 meetings with available public comment at each meeting. A final public hearing this evening will conclude the requirements of the Board to adopt the budget for FY 2023/2024.

Options and Alternatives

Approve the resolution – The budget is set for 2023/24 and staff will begin working on the updated budget book for the fiscal year.

Do not approve the Resolution – If the budget is not adopted, the board has until 6/30/2023 at Midnight to adopt a resolution. If no budget resolution is adopted, the district legally cannot spend any money as of 7/1/2023.

Recommendation

Approve the resolution.



RESOLUTION No. 2024-01

ADOPTING THE BUDGET

BE IT RESOLVED that the Board of Directors of the Eugene School District No. 4J hereby adopts the budget for fiscal year 2023-2024 in the total amount of \$648,961,693. This budget is now on file at the District Finance Office, 200 North Monroe Street, Eugene, OR.

MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2023 and for the purposes shown below are hereby appropriated as follows:

<u>General Fund (100)</u>		<u>Special Revenue Funds (200s)</u>	
Instruction	141,163,663	Instruction	38,424,300
Support Services	96,280,119	Support Services	26,238,297
Enterprise & Community Svsc	624,218	Enterprise & Community Svsc	11,498,928
Other Uses	13,925,000	Facilities Acquisition	6,585,000
Contingency	14,844,000	Contingency	5,565,000
TOTAL	266,837,000	TOTAL	88,311,525

<u>Debt Service Funds (300s)</u>		<u>Capital Project Funds (400s)</u>	
Other Uses	46,963,000	Instruction	3,458,000
TOTAL	46,963,000	Support Services	30,409,000
		Enterprise & Community Svsc	1,000
		Facilities Acquisition	129,847,000
		Other Uses	1,000
		TOTAL	163,716,000

<u>Internal Service Funds (600s)</u>		<u>Private Trust Funds (780)</u>	
Instruction	42,548,000	Instruction	124,130
TOTAL	42,548,000	Support Services	112,038
		TOTAL	236,168

Total APPROPRIATIONS, All Funds	\$608,611,693
Total Unappropriated, All Funds	\$ 40,350,000
TOTAL ADOPTED BUDGET	\$648,961,693

RESOLUTION IMPOSING THE TAX

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the district for tax year 2023-2024:

- (1) At the rate of \$4.7485 per \$1,000 of assessed value for permanent rate tax;
- (2) At the rate of \$1.5000 per \$1,000 of assessed value for local option tax; and
- (3) In the amount of \$41,731,915 for debt service on general obligations bonds

RESOLUTION CATEGORIZING THE TAX

BE IT RESOLVED that the taxes imposed are hereby categories for purposes of Article XI section 11b as:

Education Limitation

Permanent Tax.....\$4.7485 / \$1,000

Local Option Tax.....\$1.5000 / \$1,000

Excluded from Limitation

General Obligation Bond Debt Service.....\$41,731,915

The above resolution statements were approved and declared adopted on June 7, 2023.

Clerk

Chair of the Board



ITEM FOR ACTION

Date of Meeting

June 21, 2023

Title

Approve the Job-Related Performance Evaluation of the Chief Executive Officer and Resolution of Change to Contract of the Chief Executive Officer

Presenter

Maya Rabasa, Board Chair



ITEM FOR ACTION

Date of Meeting

June 21, 2023

Title

Partnership with EPD

Presenter

Andy Dey, Superintendent

Background

Following the authorization of the board from the June 7, 2023 board meeting the district has begun work to define a new partnership with the Eugene Police Department in the form of dedicated personnel to support the complex needs of the Eugene School District 4J students, staff and families.

The Superintendent will share general goals and information on clearly defining the role of any law enforcement within the school district.

Budget/Resource Implications

To be determined based on the executed contract.

Funds would be made available for the first year through fund 600 dedicated to risk management.

Recommendation

The Superintendent recommends that the board provide feedback on key items they would wish to see incorporated into a reimagined partnership with EPD and direct the superintendent to return to a meeting with a contract for review and approval no later than the August 9, 2023 meeting.



ITEM FOR ACTION

Date of Meeting

June 21, 2023

Title

Approve Resolution of Complaint

Presenter

Maya Rabasa, Board Chair

Background

This is to resolve a complaint received by the board on 04.13.2023



ITEM FOR

Date of Meeting

June 21, 2023

Title

Organize the Board of Directors for the 2023-2024 School Year

Presenter

Andy Dey, Superintendent

Description

At this board meeting, the board will need to take the following actions:

1. Chair: The board of directors should elect the chair for the fiscal year ending June 30, 2024.
2. Vice-Chair: The board of directors should then elect the vice-chair for the fiscal year ending June 30, 2024.