

Board of Directors Meeting
 School District 4J, Lane County
 4J Education Center / Hybrid
 (in-person or via Zoom)
 200 North Monroe Street
 Eugene, Oregon 97402
 Wednesday, July 3, 2024

NOTICE: The Organizational Board Meeting will begin after the adjournment of the executive sessions and will be open to the public to attend in person, on the internet at <https://icecast.4j.lane.edu/board> and via Zoom Webinar at <https://4j-lane-edu.zoom.us/j/91225128314>, Webinar ID: 912 2512 8314

There will be no public comment at the organizational meeting.

**Meeting will begin after the Executive Sessions Adjourn
 Organizational Board Meeting**

- I. **7:00 p.m. Organizational Board Meeting:**
- II. Agenda Approval
- III. **Items for Action**
 - 1. Approve Board Working Agreements 3
 Presenter: Colt Gill, Interim Superintendent
 - 2. Organize the Board of Directors for the 2024-25 School Year 9
 Presenter: Maya Rabasa
 - 3. Proposed Revisions to Policy DJ—District Purchasing 10
 Presenter: Colt Gill, Interim Superintendent
 - 4. Approve Revisions to Policy BD/BDA—Board Meetings (2nd Read) 14
 Presenter: Colt Gill, Interim Superintendent
 - 5. Determine Board Meeting Model for the 2024-25 School Year, Establish
 Dates, Times and Places of Monthly Board Meetings 26
 Presenter: Colt Gill, Interim Superintendent
 - 6. Direct Superintendent to Create a Classroom Displays Policy Ad Hoc
 Work Group and Randomly Select up to Three Interested Board
 Members to Participate 28
 Presenter: Colt Gill, Interim Superintendent
- IV. **Consent Group - Items for Action**
 - 1. Approve the Board Meeting Minutes for the Following Dates: 29
 May 8, 2024 Spring Board Retreat I
 June 5, 2024 Board Work Session
 June 5, 2024 Regular Board Meeting
 June 6, 2024, Board Spring Retreat II
 - 2. Approve Overnight Field Trip for Churchill Varsity Cheer Team 55
 Presenters: Rosemary Nguyen, Varsity Cheerleading Coach; Erik
 Hoberg, Churchill Athletic Director
 - 3. Approve Overnight Field Trip for Churchill Football Team 62
 Presenters: Lane Coffin, Football Coach; Erik Hoberg, Churchill Athletic
 Director
 - 4. Approve Overnight Field Trip for South Eugene Cross Country Team 69
 Presenter: Jim Moore, SEHS Athletic Director
 - 5. Approve Overnight Field Trip for South Eugene Cheerleading Team 90

	Presenters: Rebekah Race, Cheerleading Coach; Jim Moore, SEHS Athletic Director	
6.	Approve Overnight Field Trip for Sheldon Cheerleading Presenters: Shiloh Jackson, Head Cheerleading Coach, Mike Ingman, Sheldon Principal	102
7.	Approve Overnight Field Trip for Summer Intensive Program Presenters: Sarah Ruggiero Kirby, Secondary Science Teacher on Special Assignment (TOSA); Ed Mendelssohn, Summer Bridge Administrator	109
8.	Approve Overnight Field Trip for North Eugene Volleyball Team Presenters: Tony Aaron Fuller, Head Volleyball Coach, Peter Barsotti, NEHS Athletic Director	122
9.	Approve Overnight Field Trip for North Eugene Varsity Cheerleading Presenters: Rebecca Critchett, Varsity Cheerleading Coach, Peter Barsotti, NEHS Athletic Director	131
10.	Approve TNTP (The New Teacher Project) Contract Extension for 2024-25 School Year Presenters: Adrienne Pierce, Secondary Curriculum & MTSS Administrator; Larry Williams, Executive Director for Educational Access and Advancement	138
11.	Approve the Amergis Healthcare Staffing Contract for Nursing Services (2024-25) Presenters: Seth Pfaefflin, Director Student Services; Joy Maxwell, Student Health Services Supervisor	146
12.	Approve Memorandum of Agreement between Eugene School District 4J and Oregon School Employee Association (OSEA) Regarding: Paid Family Medical Leave Act (PLO) and Senate Bill 283—Just Cause Provision Presenter: Brooke Wagner, Assistant Superintendent of Administrative Services	171
13.	Approve Private Alternative Education Option Contracts Presenter: Katherine Lange, Executive Director of Youth & Family Services	176
14.	Approve Delegation of Purchasing & Signing Authority Presenter: Matt Brown, Finance Director	178
15.	Approve Resolution 202407031, Designation of Auditor, District Clerks, Custodian of Funds, Budget Officer, Investment Depositories, Local Public Contract Review Board Presenter: Matt Brown, Finance Director	180
V.	Items for Information None	
VI.	Items for Action at a Future Meeting None	
VII.	Suggestions by the Board for Consideration of Items at a Future Meeting	
VIII.	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

Date of Meeting

July 3, 2024

Title

Approve Board Working Agreements

Presenter

Colt Gill, Interim Superintendent

Description

The board annually reviews, affirms or revises Board Working Agreements that outline how the board and superintendent will work together.

Eugene School District 4J

Board Working Agreements/Norms

To help the Board function as effectively as possible in service of their community, the Board has established working agreements/norms that provide a set of guidelines, shared understandings,

and expectations of how they will work with each other, district staff and the community. In agreeing to these norms, they also agree to hold each other accountable to follow them.

The Eugene School District 4J (4J) staff and board operate within the guidelines of Oregon state law and adopted 4J district policy and use Roberts Rules of Order for managing their meetings.

Links to these materials can be found at the end of this document. Nothing contained in these working agreements/norms supersedes those authorities.

BOARD ROLES, RESPONSIBILITIES, AND RELATIONSHIPS

1. Board members will operate within our governance model focusing on:
 - a. Stewardship of the districts strategic vision for students
 - b. Employ and evaluate the Superintendent
 - c. Operationalizing governance through policymaking
 - d. Adoption of engaging and evidence-based core instructional materials
 - e. Tracking district progress, and ensuring fiscal alignment to district priorities
2. Board members will uphold the legal, compliance and confidentiality requirements on all matters arising from board meetings and executive sessions.
3. The Board recognizes the role of the chair to:
 - a. Speak for and about the board to the press and public groups
 - b. Convene board meetings
 - c. Execute documents as appropriate
 - d. Develop the agenda with the vice chair, superintendent, and a rotating board member as assigned.
 - e. Remind the board of their commitment to governance, effective meetings, and the board's working agreements
 - f. Board leadership will consult with members and give committee assignments.

4. The board and superintendent will participate annually to review the strategic priorities of the district and collaboratively establish goals and objectives for themselves. The board will regularly perform a self-assessment and evaluate the superintendent annually.
5. Every board member is one part of a whole and contributes in their own ways, some large some small, all important.
6. Board members will act as ambassadors to the schools, the community and the district by observing the following:
 - a. As able, be present at school events and functions
 - b. Represent the Board and District in the community by receiving input from constituents and partners, and sharing information on district programs and progress
 - c. Holding oneself to a high standard of behavior, reflecting open and collaborative discourse, ethical conduct, and speaking responsibly to support students, district, and board
 - d. Serve as an essential interface between the district and the community conducting and buffering the expectations of constituents and partners to support the district in achieving its mission
 - e. Board members will seek to be open and collaborative as they conduct their work with care.
7. Board members will assume positive intent while attending to the impact of the board's discourse and actions.
8. Board members will communicate proactively and directly with one another in a timely and constructive manner should an issue or problem develop between them, seeking resolve the matter privately before making it board work. Board members will seek to listen to understand.
9. Board members will seek to build collegial connections with each other while adhering to applicable open meeting laws and policies.
10. The board views this working agreement document as a team effort and each member has a shared responsibility for holding the group accountable for its governance role and working agreements. As needed, the board chair will remind us of the expectations contained herein.

HOW WE OPERATE & MAKE DECISIONS

11. The board will elect officers (chair and vice-chair) for their term at the first meeting in July, and in the first week of the month, if possible.
12. Incoming board members will receive initial orientation by the first meeting in August, which includes a manual with key district information, access to district policies, and board procedures [Debbie, ensure this aligns with your practice]. Each new board member will have orientation meetings with the Board Secretary, the Superintendent, and the Board Chair. Additionally, each new board member will be assigned a mentor who is an experienced board member.
13. Once a decision is made by the board, members will support the implementation of the decision.
14. At each regular meeting of the board there will be an opportunity for any member to request an item to be considered for further information or inclusion on the agenda for an upcoming meeting. If it is supported by at least three members of the board it will be referred to the leadership to consider next steps, which may be information provided to the board in the superintendent's weekly memo, an item for information, or an item for future action on an upcoming board meeting agenda. Board leadership will communicate the next steps decided for the proposed topic to the requesting board member. Pending agenda items will be retained in the board's agenda plan.
15. The board will be mindful of the impact of late meetings on community, staff, and board members. The board will observe time limits on agenda items and will adjust the agenda if an item goes overtime. Board leadership will plan agendas to allow board meetings to begin and end on time, and keep staff reports at the beginning of the meeting, when possible. Reports to the board will be succinct, provided ahead of the meeting, with meeting time reserved for questions and explanation. The board will populate its agendas with items that are aligned with the board's governance role and are related to improving student outcomes.
16. Information requests by individual board members that can be expected to require roughly fifteen minutes or more of staff work or resources will be referred by the superintendent to board leadership or the full board to determine if the request to use resources aligns with board and district priorities.
17. Each building will have had a least one school board member visit each year. Members will coordinate with the superintendent before visiting a school, except in the cases of routine parental visits or scheduled volunteer shifts.
18. Board members will respect the Superintendent's responsibility to manage the school district and to direct employees in district and school matters. Therefore, when questions or concerns are brought to a board member relative to district staff or operations, those concerns will be referred to the superintendent for follow up.

19. Board members will give careful consideration, listening to all perspectives, to all issues brought to the board by community members, groups and district leadership prior to making a decision. The board will consider equity and use an equity lens in its decision-making processes.

HOW WE COMMUNICATE

20. Board communications intended for staff should be sent only to the superintendent who will be accountable to the board for follow-up.
21. Members will refrain from using personal electronic devices during meetings except for emergencies or limited operational needs. The expectation is that board members will be fully engaged in board meetings.
22. The chair responds to group emails sent to the board. With notification to the whole board, the board chair can delegate this responsibility to the vice chair or other board member.
23. The board will refrain from dialogues with the public via social media on official school matters.
24. Board members will be mindful that their actions and communications with the public reflect upon the board and district as a whole.
25. The board will actively seek and value the professional opinions of school district staff, ensuring their expertise informs board decisions. However, board members will refrain from involving staff in board conflicts or expecting them to take sides in governance matters.
26. Board members will communicate directly with the Superintendent and or the Board Chair prior to meetings of the board to address questions or concerns about agenda items.

GOVERNING LAW AND POLICY DOCUMENTS

Robert's Rules of Order- <https://osba.org/roberts-rules-simplified->

Board Policy Sections A and B found at- <https://policy.osba.org/eugene/>

List of Board Committees

Role of Student Representatives (Board Policy BCBA)

Oregon Public Meeting Laws ORS 192.610-690 found at: Law can be found at-
https://www.oregonlegislature.gov/bills_laws/ors/ors192.html

-

DRAFT



ITEM FOR ACTION

Date of Meeting

July 3, 2024

Title

Organize the Board of Directors for the 2024-25 School Year

Presenter

Maya Rabasa, Board Chair

Time

30 Minutes

Description

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

a. Elect Board Officers

Chair: The Board of Directors should elect the Board Chair for the fiscal year ending June 30, 2025

Vice-Chair: The Board of Directors should elect the Board Vice-Chair for the fiscal year ending June 30, 2025



ITEM FOR ACTION

Date of Meeting

July 3, 2024

Title

Proposed Revisions to Policy DJ – District Purchasing

Presenter

Colt Gill, Interim Superintendent

Background:

The Board delegates to the superintendent (clerk), deputy clerks and authorized designees the authority to enter into district contracts when the contract is within appropriations made by the Board; is not a collective bargaining agreement or a service contract that includes the provision of labor performed by employees of the district, as defined in Oregon Revised Statute ([ORS 332.075\(3\)](#)).

Senate Bill 1047 ([SB 1047](#)) (Oregon Laws 2023, chapter 127) – Equity in public procurement omnibus bill. Raises contract price threshold under which less onerous procurement methods apply. State public contracts with a price of at least \$10,000 require documentation of actions taken to provide notice of procurement to the Governor's Policy Advisor for Economic and Business Equity and consideration for participation by businesses certified by the Certification Office for Business Inclusion and Diversity (COBID). Requires the Department of Administrative Services (DAS) promote policy of diversity, equity and inclusion in public contracting by increasing public contracting opportunities for COBID businesses. Requires DAS review results of disparity study, implement priority Business Oregon 2023 Summary of New Laws Page 4 of 8 recommendations of study, and to report periodically to Governor's advisor concerning progress.

SB 1047 became effective January 1, 2024 and increased the procurement dollar threshold from \$150,000 to \$250,000.

Summary

The proposed revisions to policy DJ–District Purchasing reflects the increase legal threshold from \$150,000 to \$250,000.

District staff who lead the work in Finance, Facilities, Nutrition & Warehouse, Technology and Transportation have reviewed the proposed revisions to policy DJ–District Purchasing and support the changes in policy.

The Policy Work Group has discussed policy DJ-District Purchasing and approved revisions to bring policy in compliance with State law. Board approval of the proposed policy DJ–District Purchasing will bring the district into compliance with current law.

Policy DJ–District Purchasing has been part of the district’s policy manual since 1975 and has undergone several revisions since origination.

Code: DJ
Adopted: 6/16/75
Readopted: 4/6/83; 5/21/14/ 2/24/18

Proposed Revisions Format:

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

Options and Alternatives:

The Board may choose to approve revisions to DJ–District Purchasing as proposed and adopt the new version of the policy. The Board may choose to direct staff to make further revisions.

Recommendation

The superintendent recommends the Board approve policy DJ–District Purchasing.

Eugene School District 4J

Code: DJ
Adopted: 6/16/75
Readopted: 4/06/83; 5/21/14; 2/14/18; ~~XX/XX/XX~~
Orig. Code: DJ; 6720

District Purchasing

The Board declares its intent to purchase competitively without prejudice and to seek maximum educational value for every dollar expended. The superintendent is authorized to direct expenditures and purchases that are within the limits of the approved budget for the school year, or are approved by Board action or Board policy.

The superintendent will establish and administer rules and procedures for the implementation of the district's purchasing program as required under this policy. Procedures will be in accordance with the *Oregon Attorney General's Model Public Contract Rules*, except as otherwise expressly provided by Board policy.

The Board, through annual resolution, authorizes the superintendent, deputy clerks and other superintendent designees to exercise all or a portion of the superintendent's powers and duties.

Except as provided in this policy or otherwise authorized in Board policy, the Board must approve all district contracts. The Board delegates to the superintendent (clerk), deputy clerks and authorized designees the authority to enter into district contracts when the contract is within appropriations made by the Board; is not a collective bargaining agreement or a service contract that includes the provision of labor performed by employees of the district, as defined in Oregon Revised Statute (ORS) 332.075(3); and in any of the following circumstances:

1. The total amount payable by the district under an individual contract does not exceed:
 - a. \$500,000 for a capital improvement or capital improvement planning services expenditures; or
 - b. \$100,000 for public improvement expenditures; or
 - c. ~~\$250,000~~ ~~\$150,000~~ for all other expenditures; or
 - d. The contract is for routine and customary expenditures, including but not limited to payroll, payroll taxes and benefits, utility bills and postage.
2. The contract is a change order or contract amendment to an approved contract.
3. An offer of judgment made in the course of litigation in which the district is a party when the superintendent and general counsel determine that such an offer is in the best interest of the district or is to the district's tactical advantage.
4. The contract is an emergency procurement.
5. Advance authorization has been given by the Board for the superintendent or designee to execute a particular contractor class of district contracts.

No Board member, officer, employee or agent of this district shall use or attempt to use their official position or confidential information gained in the course of the procurement process to obtain financial gain or for avoidance of financial detriment for oneself, a relative, or for any business with which the Board member or a relative is associated. Acceptance of any gratuities, financial or otherwise, from any supplier of materials or services to the district by any Board member, officer or employee of the district is prohibited.

END OF POLICY

Legal Reference(s):

[ORS 244.040](#)

[ORS Chapters 279, 279A, 279B, 279C](#)

[ORS 294.311](#)

[ORS 328.441 to -328.470](#)

[ORS 332.075](#)

[OAR 125-055-0040](#)

House Bill 1047 (2023)

Cross Reference(s):

BBA - Board Powers and Duties

BBFA - Board Member Ethics and Conflicts of Interest

DJC - Bidding Requirements

DJFA - Purchasing Card Program

PROPOSED REVISIONS



ITEM FOR ACTION (Second Read)

Date of Meeting

July 3, 2024

Title

Approve Revisions to Policy BD/BDA–Board Meetings

Presenter

Colt Gill, Interim Superintendent

Background:

The Board first received the proposed revisions to policy BD/BDA–Board Meetings at their October 4, 2023 meeting. At that meeting, the Board had several questions regarding the revised language provided by OSBA (Oregon School Board Association), as well as questions about the intent of the policy.

Staff captured the questions asked by board members at the October 4th meeting. Staff then worked with OSBA to provide answers. Included in the agenda packet is a document that addresses each question asked by board members.

At their Board Retreat on June 6, 2024, the Board also discussed policy BD/BDA–Board Meetings and the proposed revisions relating to Work Sessions.

The proposed revisions to policy BD/BDA–Board Meetings have been placed on the agenda as an Item For Action (second read).

Summary:

House Bill 2805 (2023) and House Bill 2806 (2023) added new provisions to Public Meetings Law and Executive Sessions, expanded Oregon Government Ethics Commission ([OGEC](#)) oversight of public meetings law, and added provisions requiring a board member to receive mandatory public meetings training. (The new board member training requirement takes effect January 1, 2024).

As a result of [HB 2805](#), a person who believes the district has violated identified provisions of Public Meetings Law may be able to file a grievance with the district in accordance with law. The new public meetings law provisions to file a grievance became effective in September 2023.

The new Public Meetings Law provisions for executive sessions ([HB 2806](#)), which now include considering matters relating to the safety of the board, district staff and volunteers and the security of district facilities and meeting spaces, as well as considering matters relating to cyber security infrastructure and responses to cyber security threats, are effective now.

Proposed revisions include an update to the protected class list to include gender identity.

Proposed revisions also provide clarifying language regarding Work Sessions. A Work Session is a Board Meeting where the Board is able to receive needed information and conduct discussions, as necessary, on matters that may be considered for Board action. Work Sessions will be conducted in accordance with Public Meetings Law, including notice and minutes.

Policy revised language provides the opportunity for Board decisions to be made in a Work Session if needed. Staff recognize this would be a change from current Board practice. The current (and historical) practice of the 4J Board of Directors is to *not* make decisions in Work Sessions. The proposed revisions would change that practice. However, the Board is not *required* to make a decision in Work Sessions. Should the Board choose to approve the proposed changes, the Board would have the flexibility to make decisions in a Work Session if needed.

Should the Board approve this change in policy, staff would include language in the meeting notice and agenda materials that would provide clarity to the Board, the community and district staff that during the Work Session the Board would be discussing an agenda item that they may or may not make a decision on during their Work Session.

As part of their August 2023 Policy Update, OSBA recommends that School Boards review proposed changes to policy BD/BDA–Board Meetings for re-adoption. BD/BDA–Board Meetings is an optional board policy.

The Policy Work Group has discussed policy BD/BDA–Board Meetings and are in support of the revisions that will bring the policy into compliance with State law.

Policy BD/BDA–Board Meetings has been part of the district’s policy manual since 1975 and has undergone several revisions since origination.

Code:	BD/BDA
Adopted:	6/16/75; 1980
Revised/Readopted:	9/17/97; 12/11/02; 8/02/17
Orig. Code:	BD; 1720.4; 1860; 1720.1; 1720.2; 1720.3; 1720.5

Proposed Revisions Format:

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

Options and Alternatives:

The Board may choose to accept revisions to policy BD/BDA–Board Meetings as proposed and readopt the policy. The Board may wish to direct staff to make further revisions.

Recommendation

The superintendent recommends the board approve revisions to board policy BD/BDA–Board Meetings.

Responses to Board Questions from their October 4, 2023 Board Meeting

The Board first received the proposed revisions to policy BD/BDA at their October 4, 2023 meeting. At that meeting, the Board had several questions regarding the revised language provided by OSBA (Oregon School Board Association), as well as questions about the intent of the policy.

Staff captured the questions asked by board members at the October 4th meeting. Staff then worked with OSBA to provide answers. Included in the agenda packet is a document that addresses each question asked by board members and with answers.

Board Question: How are the on-site inspections outside of public meetings notice requirement?

Policy language says: *The Board has the authority to act only when a quorum is present at a duly called regular, special or emergency meeting. "Meeting" means the convening of a quorum¹ of the Board as the district's governing body to make a decision² or to deliberate³ toward a decision on any matter. This includes meeting for the purpose of gathering information to serve as the basis for a subsequent decision or recommendation by the ~~governing body~~ Board, i.e. a work session. "Meeting" does not include any on-site inspection of any project or program the attendance of members of the Board at any national, regional or state association to which the Board or its members belong.*

Answer: On-site inspections could include visits to new school buildings; visits to district buildings damaged by fire or natural disaster; on-site inspection of CTE programs (e.g. Future Build), etc., The above examples reflect the "on-site" inspections. The board coming together for these examples, does not in and of itself create a meeting, however, please remember the new recommended section on "Communications" proposed in this policy.

Board Question: Does communications mean just between board members or does this mean any communications to and from staff; to and from community members? Would those emails also be included - or is it just board member back and forth communications?

Staff interpreted this to be any communications about district business to the board from staff or community, could fall under a serial meeting. What about if the whole board were to visit a PE class, would that be a violation?

Policy language says: *Communications to, by and among a quorum of Board members outside of a legally called Board meeting, in their capacity as Board members, shall not be used for the purpose of discussing district business. This includes electronic, video or telephonic communications, serial electronic communications among participants, and using an intermediary to communicate among participants. Such ~~Electronic~~ communications among Board members shall be limited to messages not involving deliberation, debate, decision-making or gathering of information on which to deliberate.*

~~Electronic communications may contain:~~ *Communications outside of a Board*

meeting may contain:

- a. *Communications to, between or among members of a governing body that are:*
 - (1) *Purely factual or educational in nature and that convey no deliberation or decision on any matter that might reasonably come before the Board (including agendas and information concerning agenda items);*
 - (2) *Not related to any matter that, at any time, could reasonably be foreseen to come before the Board for deliberation and decision; or*
 - (3) *No substantive in nature, such as communication relating to scheduling, leaves of absence and other similar matters; or*
 - a. ~~Agenda item suggestions;~~
 - b. ~~Reminders regarding meeting times, dates and places;~~
 - c. ~~Board meeting agendas or information concerning agenda items;~~
 - d. ~~One-way information from Board members or the superintendent to each Board member (e.g., an article on student achievement or to share a report on district progress on goals) so long as that information is also being made available to the public;~~
 - e. ~~Individual responses to questions posed by community members, subject to other limitations in Board policy.~~
- b. *Individual responses to questions posed by community members, subject to other limitations in Board policy.*

E-mails sent to other Board members will have the following notice.

***Important:** Please do not reply or forward this communication if this communication constitutes a decision or deliberation toward a decision between and among a quorum of a governing body which could be considered a public meeting. Electronic communications on district business are governed by Public Records and Meetings Law.*

Answer: The first sentence regarding this topic in this policy says "Communications to, by, and among a quorum of board members". This is a policy which governs board members. Board members can receive communications from staff when the emails meet criteria stated in the recommended language. For example, emails from staff responsible for communicating about upcoming board meetings and other board information. Communications to, by and among a quorum of board members at a "visit" to a PE class should comply with provisions of law, which are reflected in recommended policy language.

This does not prohibit receiving emails from other staff. Board member responses however, if any, should comply with the recommended policy language.

E-mails sent to other Board members will have the following notice.

***Important:** Please do not reply or forward this communication if this communication constitutes a decision or deliberation toward a decision between and among a quorum of a governing body which could be considered a public meeting. Electronic communications on district business are governed by Public Records and Meetings Law.*

Board Question: The question was raised – how would the board determine if the meeting place is discrimination free?

Policy language says: All Board meetings, including Board retreats and work sessions, will be held within district boundaries **except as allowed by law⁵**. The Board may attend training sessions outside the district boundaries but cannot deliberate or discuss district business.

No meeting will be held at any place where discrimination on the basis of disability, race, creed, color, sex, sexual orientation, **gender identity**, age or national origin is practiced.

Answer: The district would not hold a meeting in a building that was not accessible to all.

Best practice would be to check policies/practices/signage/accessibility of a meeting location before using it for a meeting of the board and make determinations.

The following is from the Attorney General's manual; statute also includes gender identity. Also remember this applies to virtual meetings.

b. Nondiscriminatory Site

A governing body may not hold a meeting at any place where discrimination on the basis of race, color, creed, sex, sexual orientation, national origin, age, or disability is practiced. [644] However, the fact that organizations with restricted membership hold meetings at the place does not restrict its use by a public body if use of the place by a restricted membership organization is not the primary purpose of the place or its predominant use. [645]

Board Question: The Board would like clarity on when officers should be elected.

Policy language says:

“No later than the new regular meetings following July 1, The Board will hold an organizational meeting to elect Board officers for the coming year and to establish the year’s schedule of Board meetings. In Board election years (odd numbered years), the first meeting will be held no later than July 31.”

Answer: It simply means the officers must be elected at an organizational meeting.

Board Question: Does this mean that in election years new members must be sworn in by July 31 and then the election of officers would happen?

Answer: Yes, the organizational meeting (which includes electing officers), in an election year must be held by July 31.

Board Question: Does this mean that the first meeting in August the Board can elect officers?

Answer: The organizational meeting includes electing officers, so in an election year it should be done by July 31. In a nonelection year, see additional comments stated below.

Board Question: Can the board elect officers in June and then welcome new members in July?

Answer: This would not be best practice for continuity of the new board.

Board Question: Or do the new members need to be part of the selection of officers.

Answer: There is no requirement.

Board Question: How do other districts do this?

Answer: *It is district choice within the parameters of statute.* In an "election year," the annual organizational meeting must be held no later than July 31; the board could hold it anytime in July with the new sitting board, after new members have taken the oath. The organizational meeting in an election year could also be held in June, the meeting would just be managed by the sitting board in place prior to July 1. Best practice would be to hold it with the new sitting board after taking appropriate oaths.

In a board year which **does not** have an election, the board must hold an organizational meeting by the next regular meeting after July 1. This means it could be in June with the current sitting board (before July 1), it could be in July which includes new board member oaths, or it could be in August if this is when the board usually meets (again with the new board members after taking oaths). The organizational meeting just has to be no later than the next regular meeting after July 1 in a nonelection year.

Best practice is to hold an organizational meeting with the authorized board members on or after July 1.

Board Question: A concern about adding things to agenda's where the community hasn't had advance notice was raised by the Board. The last sentence "*the board may consider additional subjects at a meeting, even if they were not included in the notice.*" The Board wants to ensure that adding an agenda item doesn't give the impression of an "ambush" to staff and/or other board members. The Board does not want an agenda item added during the meeting that will cause pressure on the Board to make a decision. The Board wants to make thoughtful decisions by having appropriate information and allowing for the amount of time needed to have a healthy deliberation prior to making a decision. How can we word this to allow the flexibility that staff believe is the intent in policy and create a process that limits the pressure on the Board to make an immediate decisions?

Policy language says:

*The Board will give public notice reasonably calculated to give actual notice to interested persons, including **the news media which have requested notice** ~~those with disabilities~~, of the time and place for all Board meetings and of the principal subjects to be considered. The Board may consider additional subjects at a meeting, even if they **were are** not included in the notice.*

Answer: First, this is not new language. It is also supported in Board policy BDDC - Board Meeting Agenda, para three, agenda items can be added to the agenda at a meeting if a **majority** of the members agree to do so.

ORS 192.640 Public notice required; special notice for executive sessions or special or emergency meetings. (1) The governing body of a public body shall provide for and give public notice, reasonably calculated to give actual notice to interested persons including news media which have requested notice, of the time and place for holding regular meetings.

The notice shall also include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.

Board Question: Clarity and examples around scheduling a meeting "that would be advantageous to the district" would be appreciated.

Policy language says:

*Special meetings can be convened by the Board chair, upon request of three Board members, or by common consent of the Board at any time to discuss any topic. A special meeting may ~~also~~ be scheduled if less than a quorum is present at a meeting, ~~or~~ additional business still needs to be conducted at the ending time of a meeting, **conducting business prior to the next regular meeting would be advantageous to the district, or other reasons.***

At least 24 hours' notice must be provided to all Board members, the news media, which have requested notice, and the general public for any special meeting.

Answer: Managing some board business which needs attention in between regular meetings, which the board determines is advantageous to handle for district business. A couple of examples: managing a disciplinary issue (expulsions) which needed to come before the board expeditiously, suspending rules, hiring, just to name a few examples.

Board Question: Historically the Board has NOT made decisions in work sessions. There is confusion and desire for clearer language.

If the board were to adopt the change in practice to allow them to make decisions in work sessions, there is desire to have clear parameters. For example, the meeting notice should clearly state that the board may take action during the work session on the topic being discussed.

There is a desire to make sure the community has the opportunity to consider the issue/topic and that the community is aware that the board will possibly make a decision – in the work session.

Policy language says:

*The Board may use regular or special meetings for the purpose of conducting work sessions to provide its members with opportunities for planning and thoughtful discussion. ~~Ordinarily work sessions are not designed to receive public input, but the Board may choose to place it on the agenda. No action will be taken at a work session.~~ Work sessions will be conducted in accordance with the state law on public meetings, including notice and minutes. **The Board may make official decisions during a work session.***

Answer: To notice the meeting so that *the community is aware that the board will possibly make a decision – in the work session* makes sense and follows along with identifying and noticing the public on meetings of the board and about anticipated topics of discussion or actions for the agenda. If the board adopts language that they may make decisions at a work session, be sure to align (if desired) to language adopted in BDDH.

Board Question: Can you clarify which footnotes need to stay in policy and which ones are for reference when reviewing policy.

Answer: {Braced} footnotes are provided for information only and generally would not be included at adoption. [Bracketed] footnotes are generally provided as optional language for the board/administration to consider. Would keeping it help staff? Footnotes which are not braced or bracketed are part of the recommended policy language, and it is still up to the district whether the language is kept.

Eugene School District 4J

Code: BD/BDA
Adopted: 6/16/75; 1980
Revised/Readopted: 9/17/97; 12/11/02;
8/02/17; ~~XX/XX/XX~~
Orig. Code: BD; 1720.4; 1860; 1720.1;
1720.2; 1720.3; 1720.5

Board Meetings

The Board has the authority to act only when a quorum is present at a duly called regular, special or emergency meeting. “Meeting” means the convening of a quorum¹ of the Board as the district’s governing body to make a decision² or to deliberate³ toward a decision on any matter. This includes meeting for the purpose of gathering information to serve as the basis for a subsequent decision or recommendation by the **governing body Board**, i.e. a work session. “Meeting” does not include any on-site inspection of any project or program the attendance of members of the Board at any national, regional or state association to which the Board or its members belong.

The affirmative vote of the majority of members of the Board is required to transact any business.

All regular, special and emergency meetings of the Board will be open to the public except as provided by law. **Access to and the ability to attend all meetings (excluding executive sessions) by telephone, video or other electronic or virtual means will be made available when reasonably possible.** All meetings will be conducted in compliance with state and federal statutes. **For information on how to give or submit public comment, it is outlined in Board policy BDDH - Public Comment at Board Meetings⁴ and posted on the district’s website.**

All Board meetings, including Board retreats and work sessions, will be held within district boundaries **except as allowed by law⁵**. The Board may attend training sessions outside the district boundaries but cannot deliberate or discuss district business. No meeting will be held at any place where discrimination on the basis of disability, race, creed, color, sex, sexual orientation, **gender identity**, age or national origin is practiced.

“Convening” means: (a) Gathering in a physical location; (b) Using electronic, video or telephonic technology to be able to communicate contemporaneously among participants; (c) Using serial electronic written communications among participants; or (d) Using an intermediary to communicate among participants.

² “Decision” means any determination, action, vote or final disposition upon a motion, proposal, resolution, order, ordinance or measure on which a vote of a governing body is required, at any meeting at which a quorum is present.

³ “Deliberation” means discussion or communication that is part of a decision-making process.

⁴ When telephone or other electronic means of communication is used during a meeting open to the public, the Board shall make at least one place available to the public where, or at least one electronic means by which, the public can listen during the meeting. At all meetings of the Board open to the public, the public will be provided an opportunity, to the extent reasonably possible, to access and attend the meeting by telephone, video or other electronic or virtual means. If in-person oral testimony (or public comment) is allowed, the public will be provided, to the extent reasonably possible, an opportunity to submit oral testimony during the meeting[, at the designated portion of the agenda,] by telephone, video or other electronic or other means. If in-person written testimony is allowed, the public will be provided, to the extent reasonably possible, an opportunity to submit written testimony including by email or other electronic means, so that the Board is able to consider the submitted testimony in a timely manner.

⁵ ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction if no deliberations toward a decision are involved.

~~¹ ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction as long as no deliberations toward a decision are involved.~~

~~² As defined in ORS 174.100.~~

The Board will give public notice reasonably calculated to give actual notice to interested persons, including ~~the news media which have requested notice~~ **those with disabilities**, of the time and place for all Board meetings and of the principal subjects to be considered. The Board may consider additional subjects at a meeting, even if they ~~were~~ **are** not included in the notice.

If requested to do so at least 48 hours before a meeting held in public, the Board shall **make a good faith effort to** provide an interpreter for hearing-impaired persons. **If the meeting is being held upon less than 48 hours' notice and a request for an interpreter is made, the Board shall make a reasonable effort to have an interpreter present.** Other appropriate auxiliary aids and services will be provided upon request and appropriate advance notice.

~~**Communications with all qualified individuals with disabilities shall be as effective as communications with others.**~~

All meetings held in public shall comply with the Oregon Indoor Clean Air Act and the smoking provisions contained in the Public Meetings Law.

The possession of dangerous or deadly weapons and firearms, as defined in law and Board policy, is prohibited on district property.

1. Regular, Special and Emergency Meetings

No later than the **next** regular meeting following July 1, the Board will hold an organizational meeting to elect Board officers for the coming year and to establish the year's schedule of Board meetings. In Board election years (odd numbered years), the first meeting will be held no **earlier than July 1 and no** later than July 31.

Generally, a regular meeting will be held each month. The regular meeting schedule may be changed by the Board with proper notice. The purpose of each regular monthly meeting will be to conduct the regular Board business.

Special meetings can be convened by the Board chair, upon request of three Board members, or by common consent of the Board at any time to discuss any topic. A special meeting may **also** be scheduled if less than a quorum is present at a meeting, ~~or~~ **additional business still needs to be conducted at the ending time of a meeting, conducting business prior to the next regular meeting would be advantageous to the district, or other reasons.** At least 24 hours' notice must be provided to all Board members, the news media, which have requested notice, and the general public for any special meeting.

Emergency meetings can be called by the Board in the case of an actual emergency upon appropriate notice under the circumstances. The minutes of the emergency meeting must describe

the emergency. Only topics necessitated by the emergency may be discussed or acted upon at the emergency meeting.

2. Communications Outside of Board Meetings

Communications to, by and among a quorum of Board members outside of a legally called Board meeting, in their capacity as Board members, shall not be used for the purpose of discussing district business. This includes electronic, video or telephonic communications, serial electronic communications among participants, and using an intermediary to communicate among participants. Such **Electronic** communications among Board members shall be limited to messages not involving deliberation, debate, decision-making or gathering of information on which to deliberate.

Electronic communications may contain: Communications outside of a Board meeting may contain:

- a. Communications to, between or among members of a governing body that are:
 - (1) Purely factual or educational in nature and that convey no deliberation or decision on any matter that might reasonably come before the Board (including agendas and information concerning agenda items);
 - (2) Not related to any matter that, at any time, could reasonably be foreseen to come before the Board for deliberation and decision; or
 - (3) Nonsubstantive in nature, such as communication relating to scheduling, leaves of absence and other similar matters; or
 - a. ~~Agenda item suggestions;~~
 - b. ~~Reminders regarding meeting times, dates and places;~~
 - c. ~~Board meeting agendas or information concerning agenda items;~~
 - d. ~~One-way information from Board members or the superintendent to each Board member (e.g., an article on student achievement or to share a report on district progress on goals) so long as that information is also being made available to the public;~~
 - e. ~~Individual responses to questions posed by community members, subject to other limitations in Board policy.~~
- b. Individual responses to questions posed by community members, subject to other limitations in Board policy.

E-mails sent to other Board members will have the following notice:

Important: Please do not reply or forward this communication if this communication constitutes a decision or deliberation toward a decision between and among a quorum of a governing body which could be considered a public meeting. Electronic communications on district business are governed by Public Records and Meetings Law.

3. Private or Social Meetings

Private or social meetings of a quorum of the Board for the purpose of making a decision or to deliberate toward a decision on any matter are prohibited by the Public Meetings Law.

4. Work Sessions

The Board may use regular or special meetings for the purpose of conducting work sessions to provide its members with **increased** opportunities for planning and thoughtful discussion. Ordinarily work sessions are not designed to receive public input, but the Board may choose to place it on the agenda. **No action will be taken at a work session.**

Work sessions will be conducted in accordance with the state law on public meetings, including notice and minutes.

5. Executive Sessions

Executive sessions may be held as an agenda item during regular, special or emergency meetings for a reason permitted by law (see Board policy BDC - Executive Sessions).

Complaints regarding public meetings laws can be filed with the Board in accordance with Board Policy KL–Public Complaints. The Board will respond and provide a copy of the complaint and response to the Oregon Government Ethics Commission within 21 days in accordance with state law.⁶

{⁷} **Mandatory Training**

Every member of the Board shall attend or view a training on public meetings law prepared or approved by the Oregon Government Ethics Commission (OGEC) at least once during the Board member’s term of office and shall verify attendance in accordance with OGEC procedures.

END OF POLICY

Legal Reference(s):

~~ORS 174.100-ORS
174.104~~

~~ORS Chapter 192 ORS
Chapter 193~~

[ORS 332.040](#)
to -332.061
[ORS 433.835](#)
to -433.875

38 OR. ATTY. GEN. OP. 1995 (1978)

41 OR. ATTY. GEN. OP. 28 (1980)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2012); 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).

Americans with Disabilities Act Amendments Act of 2008, [42 U.S.C. §§ 12101-12133 \(2018\)](#).

OR. ATTY. GEN. Public Records and Meetings Manual (~~2014~~).

[House Bill 2805 \(2023\)](#).

Cross Reference(s):

ACA - Americans with Disabilities Act

BDC - Executive Sessions

⁶ See [House Bill 2805 \(2023\) Section 5\(2\)](#) for requirements of the response.

⁷ This is required for Board members in districts with total expenditures for a fiscal year of \$1 million or more. This number will be reviewed by OGEC at least once every five years. If the district has a total expenditures of less than \$1 million, this language can be kept, but “shall” should be replaced with “is encouraged to.”



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

ITEM FOR ACTION

Date of Meeting

July 3, 2024

Title

Determine Board Meeting Model for the 2024-25 School Year, Establish Dates, Times and Places of Monthly Board Meetings

Presenter

Colt Gill, Interim Superintendent

**2024 -25 Calendar of Scheduled Board Meetings,
Board Work Sessions, Listening Sessions
& Chats for Eugene School District 4J Board of Directors
July 1, 2024 - June 30, 2025**

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

<u>Meeting Date</u>	<u>Meeting Type</u>	<u>Materials Delivered to Board</u>
Wed., Jul. 03, 2024	Organizational Board Meeting	Fri., June 28, 2024
Wed., Aug. 07	Board Meeting	Fri., Aug. 2
Wed., Aug. 21	Work Session	Fri., Aug. 16
Wed., Sep. 04	Board Meeting	Fri., Aug 27
Wed., Sep. 18	Work Session	Fri., Sep. 13
Wed., Oct. 02	Board Meeting	Fri., Sep. 27
Wed., Oct. 16	Work Session	Fri., Oct. 11
Thurs., Oct. 24, 6:30-8 p.m.	Listening Session	
Wed., Nov. 06	Board Meeting	Fri., Nov. 01
Fri., Nov. 08	Community Chat	
Wed., Nov. 20	Work Session	Fri., Nov. 15
Wed., Dec. 04	Board Meeting	Fri., Nov. 29
Wed., Jan. 15, 2025	Board Meeting	Fri., Jan. 10, 2025
Wed., Feb. 05	Board Meeting	Fri., Jan. 31
Tue., Feb. 11, 6:30-8 p.m.	Listening Session	
Wed., Feb. 19	Work Session	Fri., Feb. 14
Wed., Mar. 05	Board Meeting	Fri., Feb. 28
Tue., Mar. 11, 6:30-8 p.m.	Community Chat	
Wed., Apr. 09	Board Meeting	Fri., April 04
Wed., Apr. 23	Work Session	Fri., April 18
Wed., May 07	Board Meeting	Fri., May 02
Wed., May 21	Work Session	Fri., May 16
Wed., Jun. 04	Board Meeting	Fri., May 30

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

2024-25 Board Meeting Calendar

Approved: (Date)

Draft: July 07, 2024



ITEM FOR ACTION

Date of Meeting

July 3, 2024

Title

Direct Superintendent to Create a Classroom Displays Policy Ad Hoc Work Group and Randomly Select up to Three Interested Board Members to Participate

Presenter

Colt Gill, Interim Superintendent

Charge

This motion directs the superintendent to create a classroom displays policy ad hoc work group to review relevant policy and law gathered by the superintendent's Board Policy Work Group, seek and consider input from community partners, and provide recommendations to the superintendent on any needed policy, administrative rule, or practice changes. This group would convene over the summer. The superintendent is to work with staff to create a space for community partner input, where individual and group views and opinions can be shared and considered in a safe and respectful manner. After hearing recommendations from the workgroup and community partner input, the superintendent may take action on administrative rule and practices and may work with the superintendent's Board Policy Work Group to make policy change recommendations to the Board. The superintendent will report progress to the Board at the second meeting in August.

Selection of Board Member participation on the classroom displays policy ad hoc work group will be based on board interest - if there are more than three board members interested in serving on the work group over the summer, selection would be based on a random draw.



ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

July 3, 2024

Title

Approve the Board Meeting Minutes for the Following Dates:

May 8, 2024 Spring Board Retreat I

June 5, 2024 Board Work Session

June 5, 2024 Regular Board Meeting

June 6, 2024, Board Spring Retreat II

Background

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

**MINUTES OF 4J BOARD OF DIRECTORS SPRING RETREAT
SCHOOL DISTRICT 4J, LANE COUNTY, OREGON**

Date: May 8, 2024

The Board of Directors (BOD) of School District No. 4J, Lane County, Eugene, Oregon, held a spring retreat at 4:30 p.m. in-person at the Education Center, 200 North Monroe Street in Eugene, Oregon, via live-stream and broadcast on KRVM. Notice of the meeting was emailed to the media and posted on the 4J website on May 3, 2024.

ROLL CALL

BOARD MEMBERS PRESENT:

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

STAFF:

Colt Gill, Interim Superintendent
Sherry Moore, Executive Assistant to the Chief of Staff
Debbie McKim, Executive Assistant to the Interim Superintendent and Board

OTHER GUESTS:

Vince Adams, Board Development Specialist, Oregon School Boards Association (OSBA)

EMPLOYEE ASSOCIATIONS:

None.

MEDIA:

None.

I. CALL 4J BOARD OF DIRECTORS SPRING RETREAT TO ORDER

Chair Maya Rabasa called the 4J Board of Directors Spring Retreat to order at 4:33 p.m.

II. ROLL CALL

Chair Rabasa said the names of the board members and attendees who were present.

III. ITEMS FOR INFORMATION

Board Development Specialist Vince Adams from the Oregon School Boards Association (OSBA) introduced himself. Mr. Adams explained that in his role as Board Development

Specialist he provides training to school boards. Mr. Adams has ten years' experience serving on the Corvallis School District School Board.

The group engaged in an icebreaker game and shared the reasons why they chose to serve on the school board.

Ms. Munro voiced that her purpose serving on the school board is her history with the district and belief that public school is an important part of community and democracy. Her why is helping Eugene School District 4J become a functional bureaucracy with organizational clarity.

Ms. Newman said her why is that she feels strongly about public education and the role it plays for our voting public, economy, and equity for everyone. Specifically, she is passionate about aligning early childhood education and K-12 with an emphasis on special education and inclusion.

Interim Superintendent Gill said his why is supporting the needs of his community, students, and educators in a district he cares about.

Chair Rabasa is a former teacher inspired by what education could be.

Ms. Thessen said she is passionate about supporting neurodivergent students.

Mr. Di Liberto is a former 4J educator who wants to be part of a school board that considers its constituents and stakeholders.

Vice Chair Jonak said her why is to revolutionize neurodivergent students' right to access quality special education.

Mr. Hamilton explained that he has experience coaching athletics and has always enjoyed supporting youth.

1. REFRESHER ON PUBLIC MEETING LAWS AND BOARD RULES AND RESPONSIBILITIES

Mr. Adams introduced a refresher on public meeting laws and board rules and responsibilities via PowerPoint presentation.

He referenced Oregon's Public Meetings Law (ORS 192.620), "The Oregon form of government requires an informed public aware of the deliberations and decisions of governing bodies and the information upon which such decisions were made. It is the intent of [public meetings law] that decisions of governing bodies be arrived at openly."

He emphasized that while there have been new legislative updates to public meeting law, the changes to the process are not significant. He stressed avoiding email, text, and other methods of communicating to prevent unwittingly convening a meeting. According to HB 2805, convening means "gathering in a physical location; using electronic, video or

telephonic technology to communicate contemporaneously among participants; using serial electronic written communication among participants; or using an intermediary to communicate among participants.”

Chair Rabasa asked for more clarification around serial meetings.

Mr. Adams responded to think about the distinction between sharing information and lobbying. He urged having conversations in public. He provided examples of what are acceptable (discussing meeting logistics) and what are not acceptable (discussing board elections) conversations to have. He emphasized the distinction: the first example is acceptable for collecting information for the logistics of the board and the second example is not acceptable as it has the potential to shape a decision.

Mr. Adams and the BOD went over the 4J definition of a quorum, “a quorum will consist of the majority of the board members. Any four members of the board shall constitute a quorum.” He emphasized that four is still a quorum even in the case of a vacancy.

Mr. Adams and the BOD discussed best practice for occasions when the board members convene for an event or social gathering. He cautioned school board members about convening in a group, recommending that board members disperse and mingle as a means to signal public trust in that setting. Members constituting a quorum may not decide on or deliberate towards any decision.

Public meeting laws do not apply to communications between members that are a) purely factual or educational in nature and convey no deliberation or decision on any matter that might reasonably come before the governing body, b) not related to any matter that, at the time, could reasonably be foreseen to come before the governing body for deliberation and decision, or c) non substantive in nature, such as scheduling, leaves of absence, etc. For example, emailing an article to board members or logistics for carpooling.

There was discussion about the ethics of appropriate communication and the difference between sharing information versus lobbying. Mr. Adams recommended if there is any question about the ethics of sharing information, best practice is to share the information (i.e. article) in a handout during a public meeting.

Mr. Adams introduced the topic of public meeting minutes. The minutes must be a true reflection of the matters discussed and the views of the participants and be made available to the public within a reasonable time after the meeting. He went over public meeting requirements, including that a meeting must occur within the district, must be Americans with Disabilities Act (ADA) accessible, must be remotely/virtually accessible, and must be publicly noticed (7-10 days for a regular meeting, 24-hours for a special meeting, or in the event of an emergency meeting, the minutes must describe the emergency justifying less than 24 hours’ notice).

Mr. Adams informed the BOD that the Superintendent's contract is a public record and is to be discussed only in a public meeting, rather than in an executive session.

Mr. Adams covered committees and subcommittees, noting that they are also subject to public meetings law if they have 1) authority to make decisions for a public body or 2) authority to make recommendations to a public body. For workgroups making recommendations to the superintendent, he strongly advocated using charter documents and offered a template for use.

There was discussion about utilizing resolutions along with motions. A motion is a proposal from a member of the meeting whereas a resolution reflects the general opinion of the board. Not all motions can be resolutions, but all resolutions come from motions. Resolution numbers may assist with record keeping, as they assign a number to every motion. Mr. Adams said that resolutions are an administrative process for tracking actions.

Mr. Adams went over executive sessions, permitted for specific reasons: to consider matters relating to the safety of the governing body, staff, and volunteers, security of public body facilities and meeting spaces, cyber security, employee dismissal, discipline, or complaint, labor negotiations, real property transactions, records exempt from public disclosure, consult with attorney regarding pending or threatened litigation, evaluate employee performance, and student expulsion. Voting must take place in open session, except for executive session held pursuant to ORS 332.061 (expulsion of a minor student or examination of a student's confidential records). He added that the easiest way for the board to get into trouble is by straying off topic in an executive session.

Executive session violations may include complaints, fines, and lawsuits. Fines may include a civil penalty of up to \$1,000 for each board member who participates in an illegal executive session. He noted that the Oregon Government Ethics Commission (OGEC) is no longer obligated to wait for a complaint.

Mr. Adams shared information pertaining to media. Media can be excluded in four cases: labor negotiations, considering expelling a student, discussing students' confidential records, discussing litigation against the district in which the report or the reporter's media organization is involved.

Mr. Adams urged the BOD to reference the Oregon Attorney General's Public Records and Meetings Manual (2019 edition) online at <https://www.doj.state.or.us/oregon-department-of-justice/public-records/attorney-generals-public-records-and-meetings-manual/>. For legal guidance, email pacelegal@osba.org.

Mr. Adams went over how to build a meeting agenda. He and the BOD discussed the frequency and length of 4J school board meetings. He inquired about the amount of time spent in public meetings. Interim Superintendent Gill described the 4J public meeting

format and BOD members offered context for the information they provide in meetings, resulting in a discussion about the history, function, and expectation of board member reports.

Mr. Adams suggested that board member reports may be performative. He advised moving board member reports and non-substantive agenda items to the end of the meeting.

Interim Superintendent Gill brought up the challenge of staff reports occurring so late in the evening.

There was discussion about restructuring the school board agenda by moving board member reports to end of meeting, limiting the board member report time to approximately two minutes, or sharing board member comments in an alternative format.

There was discussion about the functionality and content of student representative reports. Chair Rabasa explained that each high school has two alternating representatives on the board.

Ms. Munro brought up a concern about board packets and how the information is presented. She said it is sometimes challenging to understand and noted that student representatives and members of the public may also be reading it.

Vice Chair Jonak added that sometimes the information is too little and sometimes it is too much. She provided an example of receiving a two-hundred-page report, only to have the presenters deliver a condensed presentation at the board meeting. She would have preferred a condensed report in the meeting packet.

Mr. Adams responded with a comment about a findings letter, which provides all the substantive information.

At his request, Chair Rabasa explained the current process for building the school board agenda. Mr. Adams expressed approval of 4J procedures and acknowledged that the BOD has faced unusual circumstances this school year, resulting in more meeting time, less policy work, and other challenges.

Mr. Adams suggested that the BOD consider using consolidated information as a place to put reports, not referring to it unless a question comes up. Furthermore, if there *is* a question on an agenda item, he strongly urged submitting it to staff ahead of time so that they can prepare an answer.

Chair Rabasa responded that the working agreements state that questions must go through the Superintendent.

Mr. Adams noted that there seems to be a lot of congestion in the process. He said review of school board agendas will give him a better sense of if the 4J school board process is aligned with their strategic priorities.

Interim Superintendent Gill responded that other departments in the district could benefit from better aligning with board priorities, for example the Finance Department.

Mr. Adams offered a series of recommendations, starting with considering strategic abandonment by focusing attention on what is going to have the most impact on children. Regarding agendas, he said to look at three agendas: the upcoming agenda, the two weeks out agenda, and the one month out agenda. He recommended utilizing a spreadsheet with all twelve months. He offered a template for use. He added that the BOD may want to consider reversing the order of agenda items.

Vice Chair Jonak asked about starting the regular board meetings at 6:00 p.m. instead of 7:00 p.m.

Chair Rabasa responded that the last time that was proposed, it did not get good feedback, but it could always be reconsidered.

Mr. Adams brought forward the topic of electing school board officers (i.e. Chair and Vice Chair). He explained that the Chair has a four-year term limit, and officers are elected during an organizational meeting.

There was consensus to hold an organizational meeting during the first week of July 2024.

Discussion ensued about leadership expectations, existing inequities, and the mechanism for nominating school board members to a leadership position. The Chair will solicit the willingness of school board members for nomination.

2. FINALIZING BOARD WORKING AGREEMENTS

Mr. Adams and the BOD reviewed the draft board working agreements, including norms, board roles, responsibilities, and relationships, operations and decision-making, communications, and governing law and policy documents.

Adjustments were made to refine language and provide more clarity. Board members may email Chair Rabasa with further suggestions. Next steps include finalizing the working agreements. Mr. Adams will offer guidance and follow up with the board.

There was consensus to hold a tentative school board retreat on Thursday, June 6 at 4:30 p.m.

IV. ADJOURNMENT

Chair Rabasa adjourned the 4J Board of Directors spring retreat at 8:59 p.m.

MINUTES OF WORK SESSION
SCHOOL DISTRICT 4J, LANE COUNTY, OREGON

Date: June 5, 2024

The Board of Directors (BOD) of School District No. 4J, Lane County, Eugene, Oregon, held a work session at 5:00 p.m. in-person at the Education Center, 200 North Monroe Street in Eugene, Oregon, via live-stream and broadcast on KRVM. Notice of the meeting was emailed to the media and posted on the 4J website on May 31, 2024.

ROLL CALL

BOARD MEMBERS PRESENT:

Chair Rabasa
Vice Chair Jenny Jonak (online)
Judy Newman
Ericka Thessen
Tom Di Liberto
Morgan Munro
Rick Hamilton

STAFF:

Colt Gill, Interim Superintendent
Lisa Fjordbeck, Operations Coordinator for the Superintendent's Office
Jill Cuadros, Director of Nutrition Services
Talatou Maiga, District Ombuds
Sherry Moore, Executive Assistant to the Chief of Staff
Debbie McKim, Executive Assistant to the Superintendent/Board Secretary

OTHER GUESTS:

None.

EMPLOYEE ASSOCIATIONS:

None.

MEDIA:

KRVM

I. CALL TO ORDER, ROLL CALL

Chair Maya Rabasa called the work session to order at 5:39 p.m. She said the names of the board members and guests in attendance.

II. ITEM FOR INFORMATION

1. REVIEW WORK TO DATE ON POLICIES RELATED TO CLASSROOM DISPLAYS

Chair Rabasa introduced the topic of reviewing work to date on policies related to classroom displays. This in response to a May 1, 2024, direction for a Policy Work Group to gather relevant policy and law following an incident during which a group of students and families reported feeling unsafe and unwelcome in a learning space due to a classroom display, and a Eugene School District 4J member was directed by the district to remove the display. The classroom display included a scarf that portrayed a Palestinian flag, with the word Palestine, and the statement, “one day we will return” written in Arabic.

Interim Superintendent Colt Gill provided an update via PowerPoint presentation. He referenced a policy summary report with links to policy, law, the collective bargaining agreement, and other references.

He explained that during the work session they will discuss the approach of the district to date, policy review, intent v impact, how to address controversial content in the classroom, next steps, and more. He said the school incident brought up important issues such as school safety, access to education, free speech, academic freedom, political activity in schools, facilitating discussion and thinking about controversial issues, positional power, responsibilities of access to a captive audience, direct responsibility and educator direction and discipline. He clarified that during the work session there will be no discussion of specific educators, actions, directions, or discipline; however, it is important to remember that students, families, staff, and community members have felt harmed by the instigating action, by the actions of the district in response to that, and by statements made by the public. It is important to recognize how challenging the topic is. He added that paramount to the district is student perceptions of safety and access to education.

Interim Superintendent Gill explained that the district has taken three approaches to the issue to date:

1. Administrative action based on current policy and centering student perceptions of safety
2. Restorative/learning efforts through the district’s ombudsperson
3. Board policy review

Chair Rabasa opened the floor to questions for the Policy Work Group.

Chair Rabasa asked staff to elaborate on their findings about intention v impact.

Interim Superintendent Gill stated that they looked at a number of resources including the Oregon Department of Education, State Board of Education, and information from previous districtwide Diversity, Equity, and Inclusion trainings. The information revealed the need for centering on the impact of a specific action v the intent. For example, a

person(s) says or does something, and they did not have the intent that it would harm another, but the impact was there. He explained that the district needs to deal with the harm and support both parties to achieve restoration; while prioritizing safety and healing of the person impacted over the intent of the person who caused the harm. He referenced relevant resources related to intention v. impact on PowerPoint slides 36 through 39.

District Ombuds Talatou Maiga added that when he reached out to the involved parties it clearly revealed intention v. impact.

Ms. Munro said that the policy review provided by staff was incredibly helpful to understand that 4J goes out of their way to instruct and expect staff to present complicated things in delicate, nuanced, and complicated ways. She shared her perspective that there is worry in the news about school districts asking educators to have a prescribed view and she was impressed that 4J expects educators to present incredibly complicated situations really well. She said that the essence of district policy is how incredibly nuanced and high level the instruction is expected to be.

Mr. Di Liberto agreed with Ms. Munro that 4J has historically encouraged educators to look at a student's whole education to learn from everything that is going on in and outside the classroom.

Ms. Newman brought up the need for the district to support schools and teachers with clear processes.

Ms. Thessen said her hope is that the district is committed to being a district that will not prioritize the comfort of one group of people over silencing the realities of a different group of people.

Chair Rabasa brought up the issue of contradicting policies. She asked the Policy Work Group for their perspective on that.

Ms. Fjordbeck responded that the district has policies that are up to date and not up to date. She stated there are crossovers where they do not align as they should. Staff looked at all the policies that touched on the topic of classroom displays. They tried to address them the best they could and are eager to start the work of updating necessary policies.

Interim Superintendent Gill responded to Chair Rabasa's question by stating that the Policy Work Group is meeting later in the week to work on out-of-date policies. His perception after reviewing the policies is that some relate to state laws/constitution, collective bargain agreements, etc., indicating a severe gradation across different policies and laws. He added that there is potential work to do teaching and implementing the policies.

Directing her question to staff, Chair Rabasa asked if any big concerns arose about missing pieces of policy.

Ms. Fjordbeck responded that they found room to grow and a chance to have a new process for helping staff access policy, making it palatable, and consumable for them.

Interim Superintendent Gill articulated that 4J policies are special and unique. The policies do not look like a template from the Oregon School Boards Association (OSBA). He said that is good, but the way things are titled presents a challenge.

Vice Chair Jonak shared her perspective that she does not believe the district will ever have a set of policies that specifically gives an answer without having a lot of discretion. She said that is always a challenge with law and policy issues.

Chair Rabasa closed by stating that per a decision made by the board on May 1, 2024, an ad hoc work group will convene over the summer and incorporate community input to further support the process. The group will then report back to the Board of Directors at their second meeting in August.

III. ADJORN

Chair Rabasa adjourned the work session at 6:25 p.m.

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

Date: June 5, 2024

The Board of Directors (BOD) of School District No. 4J, Lane County, Oregon, held a regular board meeting at 7:00 p.m. in-person at the Education Center, 200 North Monroe Street in Eugene, Oregon, via live-stream and broadcast on KRVM. Notice of the meeting was emailed to the media and posted on the 4J website on May 31, 2024.

ROLL CALL

BOARD MEMBERS PRESENT:

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

STAFF:

Colt Gill, Interim Superintendent
Gail Fizman, Music Director of Sheldon String Ensemble
Shira Fadeley, Music Teacher on Special Assignment (TOSA)
Matt Brown, Director of Finance
Bob Blyth, Associate Director of Finance
Jill Cuadros, Director of Nutrition Services
Brooke Wagner, Director of Human Services
Greg Borgerding, Director of Secondary Education
Sherry Moore, Executive Assistant to the Chief of Staff
Debbie McKim, Executive Assistant to the Interim Superintendent and Board

EMPLOYEE GROUPS:

Sabrina Gordon, Eugene Education Association (EEA)
Lisa Jenkins-Easton, Oregon School Employees Association (OSEA)

OTHER:

Sheridan Schilling, Churchill High School
Parker Anderson, North Eugene High School
Carmen Gonzalez Valle, Sheldon High School
Nellie Schmitke-Rosiek, South Eugene High School

MEDIA:

KRVM

I. REGULAR BOARD MEETING

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

Chair Maya Rabasa called the regular board meeting to order at 7:07 p.m. She said the names of the board members who were present. Interim Superintendent Colt Gill led the flag salute and Chair Rabasa read the land acknowledgement statement.

III. AGENDA APPROVAL

The agenda was approved as presented.

IV. INTRODUCTION OF GUESTS AND SUPERINTENDENT'S REPORT

Interim Superintendent Gill expressed appreciation for student representatives for their contributions to board discussions over the school year. He congratulated Eugene School District 4J seniors preparing to graduate. He closed his report by introducing Music Director Gail Fizman, Music Teacher on Special Assignment (TOSA) Shira Fadeley, and the Sheldon High School String Ensemble.

1. SHELDON STRING ENSEMBLE PERFORMANCE

The Sheldon String Ensemble performed for the audience.

2. RECOGNITION OF MUSIC STUDENTS

Ms. Fadeley recognized recent achievements of 4J music students, highlighting state competitions and awards.

V. RECEIVE REPORTS FROM HIGH SCHOOL STUDENT REPRESENTATIVES

Chair Rabasa congratulated student representatives Parker Anderson and Nellie Schmitke-Rosiek for graduating high school this school year. She recognized Parker Anderson and Carmen Gonzalez Valle for their two-year service on the school board. She thanked all student representatives for their contributions to the school board.

Sheridan Schilling provided a report from Churchill High School. The last day of school for seniors is Friday, June 7; celebrations include senior sunset, senior breakfast, senior assembly, and a graduation party. This year's graduating seniors faced many challenges during their high school career, including a global pandemic. Students reported wanting more information about the college application process and scholarships. On May 22, the first honor roll assembly was held. Students are hoping to make it an annual tradition. The AP English, Language and Composition class is presenting their end of the year research projects on June 6 and 7. Ms. Schilling stated how valuable her experience as a student representative has been.

Carmen Gonzalez Valle provided a report from Sheldon High School. The softball team won the state championship title for the second year in a row. She asserted that more effort needs to be done regarding mental health, including more counselors. She highlighted another concern about students driving long distances for SAT exams, citing an accessibility issue. She urged the district to address the problem. Sheldon's drama class premiered their play, Hamlet. Other activities included a girls' flag football and unified dodgeball game. Ms. Gonzalez Valle highlighted June as Pride and Men's Mental Health Awareness Month.

Nellie Schmitke-Rosiek provided a report from South Eugene High School. Yearbook distribution and graduation are both coming up. Recent activities included senior sunrise and sunset. She offered a summary of her observations serving as a student representative on the school board, stating that every year comes with its own challenges and this year was no exception. There was a leadership transition, bargaining with the teachers' union, controversy about a Palestinian flag in a classroom, and more. She acknowledged the hard work of the school board, stating that we are uniquely lucky to have a board with a membership of thoughtful people whose hearts are in the work. She urged the board to not prioritize efficiency, but care. She said she has had a good experience and would recommend the service to other students.

Parker Anderson provided a report from North Eugene High School. He emphasized that North retained roughly 85% regular attendance, which is 30% higher than it was at the end of last school year. He said that shows a "massive increase" in the number of students attending classes regularly. He also cited an increase in families interested in North as their first-choice school. Theatre wrapped up their production of Into the Woods. North's Pride Fest took place on Wednesday, May 29. Senior Awards Night is happening on Wednesday, June 5. He reported that seniors have collectively amassed 2 million dollars in academic scholarships. Arts Night is happening on Thursday, June 6. Mr. Parker explained that the new bell schedule for next year appears complex. He stated that the shifting advisory date and the amount of different schedules week to week has raised concern among students. He reported that teachers have raised concerns, too. Mr. Parker said, of his experience as a student representative on the school board, that there were large differences in how it went last year versus this year. He observed a lot of positive progress and has faith that the school board can handle the things that still need to be considered, worked on, and changed.

VI. ITEMS RAISED BY THE AUDIENCE

Valerie Blood, 4J parent and volunteer, shared her continued support for students, staff, and teachers. She said that on May 21 voters passed Measure 20-357 renewing the local option levy. On May 22 the district and the Eugene Education Association held a virtual special education parent listening session. There was agreement among parents that to have inclusion the district needs more trained Educational Assistants (EAs) to support

students in the classroom. On May 24, she said a district position was posted for the Assistant Superintendent of Equity, Inclusion, and Belonging. She cited the salary range for that position as \$138,080-\$175,830 annually. She said as a parent and taxpayer, that infuriated her, and she believes that the position is not going to help students. She asserted that what the district needs is more individuals in the classrooms on a day-to-day basis. Ms. Blood urged the district to support EAs and retain valuable teachers and staff instead of hiring for the aforementioned position.

Kristina Shaughnessy, 4J bus driver and classified transportation area representative, said there are currently 80 bus drivers in the district, down from 150 bus drivers seven years ago. She cited a public records request which revealed that as of March 2024 classified transportation employees have worked 7,202 hours of overtime. During the 2023-24 school year, there were reportedly more than 9,000 hours of overtime. Ms. Shaughnessy went on to describe ways that the transportation department is currently in crisis mode. District mechanics are being required to drive school bus routes, affecting their ability to keep up with repairs and other work. Attempts to get the administration to address the issue have been ignored. She urged the board to find solutions and direct administration to respond.

Jasper Shifflet, Special Education (SPED) Educational Assistant (EA), spoke about the benefits of Senate Bill 756. He explained that classified educators have been encouraged to contribute their knowledge in Individualized Education Plan (IEP) meetings, giving teams a more holistic snapshot of their student's progress and goals. He said that often students connect with their EAs before reaching out to their teachers. EAs can act as a bridge between a teacher and student. He asserted that excluding EA voices from IEP meetings costs students. It is his hope that the ability to fully support students through equal access to IEPs and IEP meetings will be expanded to all classified staff and all educators as directed by SB 756.

Roscoe Caron (online), retired 4J educator and member of the Community Alliance for Public Education (CAPE), shared his perspective on the current state of education. He told a story about when he was a teacher and another educator approached him and stated that if all seventh-grade teachers used the same text, test scores will go up. He responded in opposition to that notion, stating that it was a recipe for mediocrity and for sucking the creativity and joy out of teaching and learning. Mr. Caron said he recently spoke with two primary grade teachers, noting how ground down and dispirited they were. For example, they had no time in their prescribed schedule to teach about Martin Luther King Jr. during the month of January. Despite what the current data indicates about national test scores not budging, educators remain faithful to the system for testing and collecting data. He added that educators continue to be micromanaged and many are leaving their profession.

Jen King, local taxpayer, urged the board to reconsider the use of the recently acquired Wells Fargo Building. She understands the desire for an additional administrative building; but suggested the board consider the broader impact that a community center could have on future generations. She said the building offers a unique opportunity to create a vibrant, permanent center for education and support. She envisions a space where diversity will thrive, individuals will grow, and newcomers will find the support they need. She said that Eugene Online Academy, ECCO, the Connections Program, and more could find a permanent home in the building.

Tina Williams, longtime SPED educator, highlighted the need to respect EAs and engage them in IEPs. She described the difficult work that EAs do and expressed passion for her career.

VII. COMMENTS BY EMPLOYEE GROUPS

Eugene Education Association (EEA) President Sabrina Gordon, said that EEA supports Oregon School Employees Association (OSEA) efforts to recognize and include the expertise and experience of classified staff in supporting district students who receive SPED services. She said that EEA members respect and value classified colleagues as an integral part of 4J. She explained that at a recent school board meeting, teams of classified colleagues shared stories about the realities of staff and student experiences and the need for improved systems of support. One of the ways employee groups are working to improve systems is through bargaining. While OSEA brings proposals to the district for implementation of new legislation; EEA has proposals on the table to increase inclusion of classified staff in systems that support student behavior. EEA wants to include classified colleagues in trainings, streamlined reporting systems, and more. EEA is offering to use collective bargaining agreements as tools to improve student learning conditions. Disappointingly, Ms. Gordon explained, the district has not shown much interest in proposals from either employee group. She encouraged the district to engage with employee groups and commit to clear and adequate systems of support.

OSEA President Lisa Jenkins-Easton spoke on behalf of classified staff, stating that staff receive mixed messages on how important they are to the system, yet not important enough to be included in conversations that impact their daily work and responsibilities to students. She cited families navigating a difficult system to support their student's education. She believed there would be a collaborative endeavor that centered the care and well-being of students and staff, instead there has been push back about SB 756 and 758. She said OSEA proposed detailed measures that could have led to transformative change for classified staff. She said classified staff have reported feeling unsafe, under trained, understaffed, and unheard. She reported that more than 80% of employees who work as significant needs EAs have stated that they know arriving at work each day that they will be injured or harmed. She stated that OSEA is insulted at the district's rejection of their proposal. She asserted that the policy the district chose reflects zero change from

the status quo; further creating an environment of distrust and uncertainty amongst educators. Ms. Jenkins-Easton went on to describe the untenable working conditions that classified staff have reported: no time for breaks or meal periods and many are working at home on things that cannot be accomplished during their workday. She said some educators are resigning because they can longer handle the mixed messages and expectations from the district. She mentioned the recently passed 25 million levy, and said it is presumptuous to think that the community will continue to give. She cited a surplus budget of tens of millions of dollars. She questioned why there is a lack of will to take action. She urged the board to be accountable.

VIII. COMMENTS AND COMMITTEE REPORTS BY INDIVIDUAL BOARD MEMBERS

Ms. Newman thanked Eugene voters for passing the renewal of the local option levy with 76% of the vote. On behalf of the board, she pledged to be good stewards of the funds. Ms. Newman attended a SPED listening session. She described a heartfelt and informative event with ideas generated about how to improve. She encouraged reinstating a Parent Advisory Group for SPED. She attended the Golden Apple Awards and the Pride Festival. Ms. Newman reported that the Eugene Education Foundation (EEF) is currently deliberating on the 100 submissions they received.

Ms. Thessen met with the district Climate Justice Team on June 4. She learned about composting, clothing swaps, and other sustainable practices. In the context of graduation, Ms. Thessen acknowledged that there are students who are not graduating with their classmates. She stated that a grade does not define a student and we need to raise those students up. She envisions a district that celebrates all students.

Mr. Di Liberto described meeting with the Climate Justice Team and visiting Edgewood Elementary School Kindergarten classrooms. He thanked staff, board members, and colleagues for supporting him through his first year as a board member.

Vice Chair Jonak attended a SPED listening session.

Mr. Hamilton validated the public commenters by stating that they are heard. He cited upheaval and confusion during the school year but said the board wants to see things get resolved.

Chair Rabasa expressed the value in witnessing the perspectives of EEA, OSEA, and district families. She spoke on the topic of SPED, stating that what is good for staff is good for students and vice versa. She added that there has been a tremendous amount of work done this school year. She described numerous tasks performed by district staff. She reminded the audience that for many students, school is their safe space and suggested acting with compassion and gentleness towards students who might not be as eager for the school year to end. Chair Rabasa said the year started with five new board

members. They did of growing together and were committed to humanizing one another. She expressed appreciation for her fellow board members.

IX. CONSENT GROUP – ITEMS FOR ACTION

1. APPROVE MINUTES FOR BOARD MEETINGS:

MAY 01, 2024, REGULAR BOARD MEETING MINUTES

MAY 08, 2024, BOARD SPRING RETREAT I MINUTES

MAY 15, 2024, BOARD WORK SESSION MINUTES

MAY 15, 2024, REGULAR BOARD MEETING MINUTES

2. TAX RESOLUTION #2024-06051 CITY OF SPRINGFIELD HOUSING DIVERSITY TAX EXEMPTION (HDTW)

3. APPROVE MIDDLE SCHOOL SPANISH DUAL LANGUAGE AND IMMERSION (DLI) INSTRUCTIONAL MATERIALS ADOPTION

4. APPROVE PROPOSED TUITION RATES FOR 2024-25 SCHOOL YEAR

5. APPROVE MEAL PRICES FOR THE 2024-25 SCHOOL YEAR

6. APPROVE FIELD TRIP FOR NATIVES PROGRAM

MOTION: Vice Chair Jonak moved to approve the items on the consent group. Mr. Di Liberto seconded. **The motion carried unanimously, 7:0:0; Chair Rabasa, Vice Chair Jonak, Ms. Thessen, Ms. Newman, Mr. Di Liberto, Ms. Munro, and Mr. Hamilton all voting in favor.**

X. ITEM FOR INFORMATION

1. HIGH SCHOOL SCHEDULE

Director of Secondary Education Greg Borgerding presented the high school schedule via PowerPoint presentation.

Mr. Borgerding provided background information about the high school schedule, which went under review last year. An informed decision-making process led to the adoption of a 2 by 4 ABC flex schedule: two different days going back and forth between A and B with a flex option in the middle. Substantial feedback revealed varying perspectives on how the schedule supported students. There was concern that the Wednesday schedule “C day” was too compressed, and not a day suited for learning or productivity. Ideas for improvement included, but were not limited to, shorter grading periods, addressing C days, and supporting teachers with professional development about how to utilize a longer block of time.

Mr. Borgerding explained that after taking all the feedback into consideration, a revised schedule was proposed for next school year. Highlights of the revised schedule include a contiguous A/B pattern, flex opportunities, removing C days, placing advisory outside of

C days, and maintaining a 40-minute lunch break with a longer lunch break once per week. He presented a graphic detailing the revised high school schedule.

Ms. Thessen commented that for neurodiverse students' transitions are difficult and being able to have a longer class period can be helpful. She described the natural adjustment period for students getting into a new schedule and asked how understanding the district will be about tardiness.

Mr. Borgerding responded that there are built-in breaks, and the goal is not to be punitive.

Ms. Newman asked, regarding instructional hours, how different the 2023-24 school year schedule is from the upcoming one.

Mr. Borgerding responded that the hours are exactly the same.

Student representative Ms. Schilling pointed out that during the 2023-24 school year, while advisory/affinity was in the schedule at Churchill High School, it was never an option. She said they would sit in an advisory presentation but there was no time to choose where to go. She asked if that was school specific or a district policy that students should be allowed to go to whatever affinity group they meet at?

Mr. Borgerding responded that as they begin the school year, all schools have been told that their affinity group times will land in advisory. The reason is that everyone will be in the same place so that affinity group leaders can work with the schools to create a schedule.

Ms. Schilling brought up zero periods, which were eliminated at Churchill High School. She said the Leadership group was unable to meet; however, band and choir were able to keep their zero periods. She asked if that was going to be the same this year.

Mr. Borgerding responded that certain classes were moved off zero period because they are offering an additional three periods per term. He said that in terms of equity, if a class is during the day, then more students have access and opportunity. He added that there has not been a decision to revisit band and choir during zero periods.

Ms. Gonzalez-Valle asked if students attending multiple affinity groups will have to stay in one class? How will they visit teachers during that time?

Mr. Borgerding responded that once affinity advisors create a schedule, students may attend more than one affinity group. He added that advisory time may be utilized for interventions and student support. Attendance is still being addressed.

Student representative Mr. Anderson commented that they are getting one more class per year and in exchange have significantly decreased the class time. He does not feel that is beneficial. Students have expressed struggling to keep up, because they are only in class

two days per week. He suggested collecting student feedback in addition to teacher feedback when considering high school schedules.

Mr. Borgerding responded that Mr. Parker is accurate in stating that there is less instructional time, but they are meeting for longer periods of time. Part of the logic was the use of semesters (instead of trimesters) so that staff have students in their classes for a longer tenure of time. He added that it is possible to involve students more in the feedback process.

Ms. Munro asked how the instructional hours differ from two years prior.

Mr. Borgerding explained that they are lower than they were two years prior. He said the district is still well within the standard.

Ms. Newman asked if it was the shift from trimesters to semesters that made that difference.

Mr. Borgerding responded affirmatively.

Ms. Thessen asked, given the new schedule, if they noticed any change in the number of students not passing classes.

Mr. Borgerding responded there is an implementation dip that occurs when trying something new and data does suggest there are an additional number of students failing after the first semester on the new schedule.

Chair Rabasa asked why they opted for a 50-minute lunch period one day per week instead of splitting the difference; was it because of the agreement to have a 15-minute break?

Mr. Borgerding responded affirmatively.

Chair Rabasa asked, regarding the lunch period, why not tack on 5 minutes at the end of the day and make lunch periods longer?

Mr. Borgerding responded that it would likely require going into negotiations around the length of a workday.

Ms. Schilling voiced that more time feels like an opportunity for more shenanigans. She said during passing periods is when vaping, leaving campus, etc. is at its worse. She said 15 minutes is an excessive amount of time. She urged taking that into consideration.

Mr. Borgerding said Ms. Schilling's point is well taken.

XI. ITEMS FOR ACTION

1. RESOLUTION #2025-01 TO ADOPT THE FISCAL YEAR 2024-2025 BUDGET

Finance Director Matt Brown, Assistant Finance Director Bob Blyth, and Interim Superintendent Gill introduced Resolution #2025-1, adopting the FY 2024-25 budget.

The presentation covers long-term budget changes, responses to questions from the May 15 board meeting, review budget increases, and forecast recommendations. Interim Superintendent Gill highlighted three goals for the next three to six months:

1. Seek clarity from the board on budget spending priorities.
2. Initiate a board discussion and approval of an updated reserve policy.
3. Review and approve the budget process for the next budget cycle.

Mr. Brown responded to questions from the May 15, 2024, board meeting discussion.

Regarding Nutrition Services, he said the district has continued their free lunch program. He highlighted an increase from the general fund to nutritional services in the amount of 3.2 million, reflecting a \$900,000 increase. He noted that 94% is specifically related to staff cost increases. He cautioned against a decision to not continue the free lunch program, citing unintended consequences.

Mr. Brown said there is a \$10,000,000 transfer budgeted for this year and next year for deferred maintenance.

Regarding the Wells Fargo building, there are staff recommendations to potentially move in a different direction. He said a portion of maintenance transfers were intended to upkeep and improve the Wells Fargo building from its current state. Current staff recommendations include not doing those transfers.

Mr. Brown revealed a line chart or “glide path” depicting district expenses outpacing revenue significantly in the upcoming years. He explained that continuing with the status quo will deplete reserve funds.

He highlighted necessary general fund increases in the 2024-25 budget, including the nutrition services transfer, 57 new staffing positions, utility increases, unemployment increases, compensation increases, new curriculum, and more.

Mr. Blyth presented information about unknowns in future forecasting. The State School Fund allocation in the upcoming biennial is a big unknown. He cited continuing lobbying efforts to increase funding. He mentioned the pace of district and state enrollment declines and their impact on allocations. As district enrollment decreases more quickly than the state, the amount of State School Fund revenue decreases more quickly than other districts. He cited upcoming district compensation and benefit costs.

Mr. Brown presented a line chart or “future glide path” reflecting district revenue gradually catching up with expenses in FY 2027-28. He clarified that there are

assumptions built into that forecast. He offered the following recommendations:

2024 Budget

- \$5 million reduction in transfers
- Anticipate 3% vacancy savings
- Anticipate 1.5% materials and services savings
- Reconsider Wells Fargo building

2025 Budget

- \$5 million reduction in transfers
- Anticipate 3% vacancy savings
- Anticipate 1.5% materials and services savings
- Reconsider Wells Fargo building
- Review current expenses after board prioritization

2026-2028 Budget

- Dependent on unknown factors
- Personnel reductions of 4%

Mr. Brown asked the Board of Directors (BOD) to consider potentially not moving forward on the Wells Fargo building. He said because the district used federal dollars to purchase it, they would need to return those dollars to the federal government. He noted that they did not claim the expense on ESSER dollars; they held out on the claim until discussing it with the BOD. He said part of the process would involve moving the \$3 million expense from the ESSER account to the facilities, acquisition, and properties fund. He explained that there are funds available in that fund to account for the \$3 million expense, and in return they would charge the general fund for unfinished learning expenses, available to be used for ESSER expenses. By moving expenses from the general fund to ESSER it in turn reduces the expenditures in the general fund, increasing the ending fund balance to be used in later years.

Looking at future fiscal years, Mr. Brown said that if the BOD considers not moving forward with the Wells Fargo building, the district could potentially sell it, thereby providing the opportunity to increase the general fund balance.

Interim Superintendent Gill stated that staff will return in the fall and winter with progress reports for the BOD. He added that they will collaborate with partners to communicate with the Oregon legislature about increasing revenue.

Ms. Newman requested reviewing the reserve policy and receiving regular updates.

Mr. Brown responded affirmatively.

MOTION: Vice Chair Jonak moved to approve Resolution #2025-01 as presented in the board packet with the addition of two directives: 1. List the Wells Fargo building for sale. 2. Reduce the deferred maintenance transfers by \$5 million for the FY24 budget and \$5 million for the FY25 budget, for savings and transfers of \$10 million. Seconded by Ms. Thessen. **The motion carried unanimously, 7:0:0; Chair Rabasa, Vice Chair Jonak, Ms. Thessen, Ms. Newman, Mr. Di Liberto, Ms. Munro, and Mr. Hamilton all voting in favor.**

XII. ITEMS FOR ACTION AT A FUTURE MEETING

1. APPROVE THE BOARD OF DIRECTOR'S PRESENTATION IN TWO UPCOMING OREGON SCHOOL BOARD ASSOCIATION (OSBA) CONFERENCES

MOTION: Vice Chair Jonak moved to approve the BODs ability to participate in two upcoming Oregon School Board Association (OSBA) conferences. Seconded by Mr. Hamilton. **The motion carried unanimously, 7:0:0; Chair Rabasa, Vice Chair Jonak, Ms. Thessen, Ms. Newman, Mr. Di Liberto, Ms. Munro, and Mr. Hamilton all voting in favor.**

2. DISCUSSION OF INTEREST IN BOARD LEADERSHIP AMONG BOARD OF DIRECTORS FOR THE 2024-25 SCHOOL YEAR

Chair Rabasa briefly introduced a future discussion of interest in board leadership. She explained that two board members expressed enthusiasm in board positions. Jenny Jonak expressed enthusiasm for the position of Chair and Mr. Di Liberto for the position of Vice Chair. An election will take place at the upcoming July 3 BOD meeting.

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

There were none.

XIV. ADJORN

Chair Rabasa adjourned the regular board meeting at 10:11 p.m.

MINUTES OF 4J BOARD OF DIRECTORS SPRING RETREAT SESSION II
SCHOOL DISTRICT 4J, LANE COUNTY, OREGON

Date: June 6, 2024

The Board of Directors (BOD) of School District No. 4J, Lane County, Eugene, Oregon, held a spring retreat at 4:30 p.m. in-person at the Education Center, 200 North Monroe Street in Eugene, Oregon, via live-stream and broadcast on KRVM. Notice of the meeting was emailed to the media and posted on the 4J website on May 31, 2024.

ROLL CALL

BOARD MEMBERS PRESENT:

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

STAFF:

Colt Gill, Interim Superintendent
Carmen Xiomara Urbina, Chief of Staff
Debbie McKim, Executive Assistant to the Interim Superintendent and Board

OTHER GUESTS:

Vince Adams, Board Development Specialist, Oregon School Boards Association (OSBA)

EMPLOYEE ASSOCIATIONS:

None.

MEDIA:

None.

I. CALL 4J BOARD OF DIRECTORS SPRING RETREAT TO ORDER

Chair Maya Rabasa called the 4J Board of Directors Spring Retreat Session II to order at 4:37 p.m.

II. ROLL CALL

Chair Rabasa said the names of the board members and attendees who were present.

III. ITEMS FOR INFORMATION

1. FINALIZING BOARD WORKING AGREEMENTS

Board Development Specialist Vince Adams from the Oregon School Boards Association

(OSBA) explained that, with his guidance, one goal of the retreat is to finalize the board working agreements. At their previous retreat on May 8, 2024, Mr. Adams and the Board of Directors (BOD) reviewed the draft working agreements, including norms, board roles, responsibilities, and relationships, operations and decision-making, communications, and governing law and policy documents. In that meeting, adjustments were made to refine language and offer more clarity. There is further work to be done to finalize the working agreements. Mr. Adams referenced a handout titled Eugene School District 4J Board Working Agreements/Norms. He explained that the areas highlighted in blue still require attention and the italicized text are possible norms suggested by Spano.

The group refined the “board roles, responsibilities, and relationships” section in the working agreements/norms document by clarifying language and adjusting formatting. They spent time defining what an “ambassador” means to them, including being present at school events and functions, receiving and sharing information, holding selves to a high standard (reflecting open and collaborative discourse, ethical conduct, speaking responsibly to support students, district, and board) and serving as an interface between the district and the community. They added regular self-assessment and board membership consulting with members and giving committee assignments to the working agreements.

The group refined the “how we operate and make decisions” section in the working agreements/norms document by clarifying language and adjusting formatting. There was impetus on incoming board members receiving an initial orientation, an orientation binder, and a mentor. The group came to consensus to have working agreement language reflect that meetings will start and end on time, instead of beginning and ending at a *specific* time. Discussion ensued about how to best facilitate board member visits to district schools. In addition to establishing a formal process for coordinating visits, Mr. Adams urged that board members notify the Superintendent before visiting a school excepting routine parental visits or scheduled volunteer shifts. He advised including the Superintendent in all communication with principals and staff. He emphasized that there are three main actions that school board members can take: hire a Superintendent, adopt policies, and approve budgets.

Chair Rabasa articulated the need to do a mass campaign teaching staff, families, and the entire community what a school board does. She said there are profound misconceptions about that.

Ms. McKim offered to make a Google Doc of schools for tracking board member visits.

Interim Superintendent Gill suggested a slightly different type of tracking system, one where staff invite board members to events and their attendance is recorded.

There was consensus to add an agreement reflecting the district’s commitment to using an equity lens.

The group refined the “how we communicate” section in the working agreements/norms document by clarifying language and adjusting formatting. There was agreement to grant the Vice Chair (in addition to the Chair) the responsibility of responding to group emails sent to the board.

2. FINALIZING CALENDAR

There was a discussion about the school board calendar and meeting structures. Mr. Adams mentioned that decisions can be made outside of regular board meetings, in work sessions, training, etc. Chair Rabasa explained that the current practice at 4J is that no decisions can be made outside of regular and work sessions. Discussion ensued about the structure of listening sessions and the process for receiving public comment. There was agreement about messaging any changes appropriately. There was consensus to hold two meetings per month, one business, one work session (if only one monthly meeting is held it will be a business meeting); begin meetings at six o’clock, allow decision making in work sessions, add listening sessions and coffee chats to the calendar, and invite employee groups to work sessions to receive their input on specific topics.

Ms. McKim provided a draft calendar handout for review.

IV. ADJOURNMENT

Chair Rabasa adjourned the spring retreat at 9:09 p.m.



ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

7/3/2024

Title

Overnight Field Trip for the Churchill Varsity Cheer Team

Presenter/s

Rosemary Nguyen – Varsity Cheerleading Coach
Erik Hoberg – Churchill Athletic Director

Background

This is a trip for the Churchill Varsity Cheerleading Team to attend the OSU Cheerleading Camp at Oregon State University from 8/7 to 8/10. This is an opportunity to build connections and bond as a team.

Budget/Resource Implications:

Paid from the Churchill Cheerleading budget and Fundraising.

Recommendation

The Superintendent recommends the approval of this request

(Itinerary is attached)

Itinerary Form

Section I – General Information (check all that apply)

First time travel for this group/itinerary OR Annual/Repeated trip (i.e. annual Fall choir retreat)

School: Churchill High School Name of group: Churchill Cheerleading

Dates of travel: Aug. 7 - 10th, 2024 Initiator: _____

Destination: Oregon State University

Number of nights of overnight stay: 3 Number of school days students will miss: 0

Rationale for missed school days: _____

Number of students (if overnight, give gender identity breakdown): 15 females, 1 male

Number of chaperones (if overnight, give gender identity breakdown): 2 female

Background checks will be completed and verified on all chaperones. Fingerprinting is required for chaperones for overnight trips.

What specific responsibilities have been assigned to the chaperones? _____

Coach and chaperone athletes throughout time at camp.

Coach and chaperone will ensure safety of athletes,

morning checks, bed checks and ensure athletes are

going to meal times provided by the camp.

Section II – Transportation and Lodging Information

- Transportation:
- 4j bus
 - Non District commercial transportation (bus, train, plane) must be SPAB
 - 4j mini bus (Type 20)
 - Rental Vehicle (no rental of 15-passenger vans allowed) when a flight is needed

For use of 4J minibus or Rental Cars, please identify the 4J current certified mini-bus drivers:

Name of Driver(s): _____

Number of miles round trip: _____

Name the type(s) of non-district transportation to be used (including to and from airport) and company name: _____

Name and location of lodging and description of room arrangements (chaperones may not share rooms with students; see AR). Include breakdown of students & chaperones by gender identity and bed check assignments here. The bed check schedule should be uploaded separately. Students are not allowed to stay with host families without written permission from the Superintendent or designee: Female athletes will be assigned

rooms of 2 or 3 , coach and chaperone will share a room.
Male cheerleader will lodge with other male cheerleaders
on 1st or 2nd floor of the university dorms.
Athletes will stay in university dorms. We will all be on the
same floor minus the male athlete.

For all travel requests, transportation details and a pre-trip driver requirements forms (If driving a Type 20 NCS D minibus must be included).

Section III – Itinerary

Date / Time	Activity
08/7/24 9am	Load bus at Churchill HS
9:10am	Leave CHS to OSU
10:30am	Arrive at Oregon State University, unload bus
10:45am	Check into Varsity UCA Cheer Camp
10:50am	Load luggage into assigned rooms
11:15am	Team lunch provided by parents of athletes.
12:15pm	Camp begins with Opening Staff demos (OSU Fieldhouse)
	Begin camp classes and meet UCA Buddy/Choreographer
4:30pm	Dinner at Camp
6:15pm	Back to camp fieldhouse for more camp classes
8:30pm	Review, Daily Awards & Sign off
9pm	Back to dorms, snack, get ready for bed, team meeting
10:30pm	Bed checks and Lights out
8/8/24 7:30am	Breakfast at camp.
8:30am	Begin camp classes
	Athletes will rotate through material w/ camp staff
11:30am	Lunch at camp
12:30pm	Team check in and review
1:15pm	Camp afternoon classes
4:30pm	Dinner at camp.
5:30pm	Team check in and review
6:15pm	Evening Camp classes and material review
8:30pm	Daily awards and sign off
9pm	Back to dorms snack, get ready for bed, team meeting
10:30pm	Bed checks and lights is out

Date / Time	Activity
8/9/24 7:30am	Breakfast at camp
8:30am	Begin Day 3 classes
11:15am	All-American Set-up and material review
11:30 am	Lunch at camp.
12:30pm	Team check in and review, break
1:30 pm	Camp routine practice (fieldhouse)
	camp classes
4:30pm	Dinner at camp
5:30pm	Team check in, practice
6:15pm	Camp routine evaluations
7:30pm	short break, get ready for spirit Night
7:45pm	Spirit Night Celebration
8:15 pm	Daily Awards and sign off
8:45 pm	Snacks, team meeting, get ready for bed
10:15 pm	Bed checks and Lights out
8/10/24 7:00am	Get ready, pack up room, load into coaches room
7:30am	Breakfast at camp.
8:30am	Open practice
9am	Team time, meet w/ team leader
9:30 am	Camp routine championship / Game Day championship
11am	Squad credentialing Presentation
11:20am	Final Awards
12 pm	Grab belongings, load the bus
12:30	Depart from OSU
1:45pm	Arrive at Churchill HS, parent pick up
	59

Field Trip Checklist

Preliminary Field Trip Request completed

Fund Raising (if needed) Plan

Draft Itinerary

Confirm Transportation

Secretary/Finance Clerk Initial: KLP

Confirm Nutrition 3 weeks prior

1 of the 2 options must be initialed:

In-House Nutrition Initial: _____ Wana

Commercial Nutrition Initial: _____

Confirm Finance

Secretary/Finance Clerk Initial: KLP

Parent/Guardian Correspondence (emails, notification of Field Trip)

Parental/Guardian meeting

Date: 5/28/24

Parent/Guardian Permission Slips / Formularios de Permiso signed

Volunteer/chaperone meeting/communication

Background checks

Fingerprinting (for overnight)

1st Aid Certification/Training

Medication administration training (if needed)

Epinephrine Training (if needed)

Glucagon Training (if needed)

Other certifications and trainings (if needed)

Please List _____

Date: _____

Permission Slips reviewed with Nurse

1st Aid Items Collected

Medical Info Prepared

Nurse Sign:  Date: 6/28/29

Lodging (if overnight)

Sleeping arrangements for students and chaperones

Student groups (need to be made in advance and shared with guardians)

Credit Card from Secretary or Instruction (if needed)

Detailed/finalized Itinerary

Administrator Sign Off

Signature:  Date 7/1/24

Documentation (Included this scanned checklist) uploaded to Drive



ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

7/3/2024

Title

Overnight Field Trip for the Churchill Football Team

Presenter/s

Lane Coffin – Football Coach

Erik Hoberg – Churchill Athletic Director

Background

This is a trip for the Churchill Football Team to attend a Football Camp at North Bend HS from 7/24 to 7/27. This is an opportunity to build connections and bond as a team.

Budget/Resource Implications:

Paid from the Churchill Football budget and Fundraising.

Recommendation

The Superintendent recommends the approval of this request

(Itinerary is attached)

Field Trip Checklist

Preliminary Field Trip Request completed

Fund Raising (if needed) Plan *None*

Draft Itinerary

Confirm Transportation

Secretary/Finance Clerk Initial: *EJA (AD)* *KLP*

Confirm Nutrition 3 weeks prior

1 of the 2 options must be initialed:

In-House Nutrition Initial: _____

Commercial Nutrition Initial: *LS*

Confirm Finance

Secretary/Finance Clerk Initial: *KLP*

Parent/Guardian Correspondence (emails, notification of Field Trip)

Parental/Guardian meeting

Date: *6-5-24*

Parent/Guardian Permission Slips / Formularios de Permiso signed

Volunteer/chaperone meeting/communication

Background checks

Fingerprinting (for overnight)

1st Aid Certification/Training

Medication administration training (if needed)

Epinephrine Training (if needed)

Glucagon Training (if needed)

Other certifications and trainings (if needed)

Please List _____

Date: _____

Permission Slips reviewed with Nurse (SEE ATTACHED)

1st Aid Items Collected

Medical Info Prepared

Nurse Sign: _____ Date: _____

Lodging (if overnight)

Sleeping arrangements for students and chaperones

Student groups (need to be made in advance and shared with guardians)

Credit Card from Secretary or Instruction (if needed)

Detailed/finalized Itinerary

Administrator Sign Off

Signature: SAH Date 6/24/24

Documentation (Included this scanned checklist) uploaded to Drive

Itinerary Form

Section I - General Information (check all that apply)

First time travel for this group/itinerary OR Annual/Repeated trip (i.e. annual Fall choir retreat)

School: Churchill

Name of group: Football

Dates of travel: 7-24 - 7-27

Initiator: Layne Coffin

Destination: ²⁰²⁴ ²⁰²⁴
NOVA Bend High School

Number of nights of overnight stay:
3

Number of school days students will miss: 0

Rationale for missed school days: NA

Number of students (if overnight, give gender identity breakdown): 24 / Male

Number of chaperones (if overnight, give gender identity breakdown): 6 / Male

Background checks will be completed and verified on all chaperones. Fingerprinting is required for chaperones for overnight trips.

What specific responsibilities have been assigned to the chaperones?

All coaches - Churchill Football

Coach's responsibilities are:

Travel

Practice

Meals -

Injury - Check

Lights - Out Check

Morning - Wake Up Call

Layne Coffin

Ramona Reed

Mike Hansen

Daily Humalt

Tyler Coleman

Billy Fields

CHAPERONES

Section II – Transportation and Lodging Information

- Transportation: 4j bus Non District commercial transportation (bus, train, plane) must be SPAB
- 4j mini bus (Type 20) Rental Vehicle (no rental of 15-passenger vans allowed) when a flight is needed

For use of 4J minibus or Rental Cars, please identify the 4J current certified mini-bus drivers:

Name of Driver(s): _____

Number of miles round trip: _____

Name the type(s) of non-district transportation to be used, including to & from airport & company name:

NA

Name and location of lodging and description of room arrangements (chaperones may not share rooms with students; see AR). Include breakdown of students & chaperones by gender identity and bed check assignments here. The bed check schedule should be uploaded separately. Students are not allowed to stay with host families without written permission from the Superintendent or designee:

Kids will be sleeping Gym, they are to bring their own sleeping arrangements; cots, sleeping bags. Coaches will chaperone in Hall area adjacent to gym. All males!

Please contact Coach Layne Coffin for more information.

Coach Coffin

layne.coffin5@gmail.com



**NORTH BEND HIGH SCHOOL
FOOTBALL CAMP
JULY 24TH - JULY 27TH, 2024**

CAMP - \$135.00

CAMP \$120 - WED DINNER & BOWLING - \$15

JULY 24th	BUS DEPARTS CHS	2:30 PM
	CAMP REGISTRATION	5:00 PM
	SET UP SLEEPING AREA	
	PRACTICE / SHELLS	5:45 - 7:35 PM
	PIZZA / BOWLING	8:00 PM
JULY 25th/26th	BREAKFAST	7:30 AM
	COACHES MEETING	8:30 AM
	PRACTICE SESSION 1	9:00 AM
	LUNCH	11:30 AM
	PRACTICE SESSION 2	2:30 PM
	TEAM SCRIMMAGES	3:30 PM
	DINNER	5:30 PM
	7ON7/LINEMAN CHALLENGE	7:00 PM
	CAMP ACTIVITY	9:00 PM
	LIGHTS OUT	10:00 PM
JULY 27th	BREAKFAST	7:30 AM
	SCRIMMAGES	10:00 AM
	CAMP CLEAN UP	
	LUNCH	
	LEAVE FOR CHS	11:30 AM

Zimbra**lee_dal@4j.lane.edu**

Pending field trips

From : Joy Maxwell
<maxwell_j@4j.lane.edu>

Fri, Jun 28, 2024 03:50 PM

Subject : Pending field trips

To : Dalton Lee
<lee_dal@4j.lane.edu>

Hello Dalton,

Per our conversation, I will be able to complete the reviews of the pending field trips we discussed by the end of the day on Monday, July, 1.

Thank you, Joy Maxwell, RN



ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

7/3/2024

Title

Overnight Field Trip for the South Eugene Cross Country Team

Presenter/s

Jim Moore – SEHS Athletic Director

Background

This is a trip for the South Eugene HS Cross Country Team to attend a Cross Country Camp at Ogden Group Campground and Broken Arrow Campground from 8/12 to 8/15. This is an opportunity to build connections and bond as a team.

Budget/Resource Implications:

Paid from the South Eugene Cros Country budget and Fundraising.

Recommendation

The Superintendent recommends the approval of this request

(Itinerary is attached)

XC

Field Trip Checklist

Preliminary Field Trip Request completed

Fund Raising (if needed) Plan na

Draft Itinerary

Confirm Transportation 4J Bus

Secretary/Finance Clerk Initial: Jm

na Confirm Nutrition 3 weeks prior
1 of the 2 options must be initialed:

In-House Nutrition Initial: _____

Commercial Nutrition Initial: Jm

Confirm Finance

Secretary/Finance Clerk Initial: Jm

Parent/Guardian Correspondence (emails, notification of Field Trip)

Parental/Guardian meeting

Date: 2024-08-14, 6:00 pm

Parent/Guardian Permission Slips / Formularios de Permiso signed

Volunteer/chaperone meeting/communication

Background checks

Fingerprinting (for overnight)

1st Aid Certification/Training

Medication administration training (if needed)

Epinephrine Training (if needed)

Glucagon Training (if needed)

Other certifications and trainings (if needed)

Please List _____

Date: _____

Permission Slips reviewed with Nurse

1st Aid Items Collected

Medical Info Prepared

Nurse Sign: _____ Date: _____

Lodging (if overnight)

Sleeping arrangements for students and chaperones

Student groups (need to be made in advance and shared with guardians)

Credit Card from Secretary or Instruction (if needed) ~~use~~ HQ

Detailed/finalized Itinerary

Administrator Sign Off

Signature: Jim Moore Date: 6/28/24

Documentation (Included this scanned checklist) uploaded to Drive

2024 Overnight Itinerary

2024 South XC Camp Overnight

Choose Functional

3 Nights in the woods.

No Cell Phones (they won't work anyway), Audio Players, Buds, or eReaders.

Gear Check in and Mandatory Parent/Athlete meeting Sunday, August 11th, 6:00pm

Depart, Monday, August 12th, 8:00am

Bus ride with stop for LCC State/District preview.

2 nights at Ogden Group Camp, LaPine OR

1 night at Broken Arrow Group Camp, Diamond Lake

Return Thursday, August 15th, approximately 4:00pm

Plenty of running, instruction, team formation and activity with tent groups competing in several competitions through the week starting at this camp. Others not attending camp will be incorporated later in the week.

Team divided by gender into tent groups who cook, compete, and camp together. Each competition will have 2 coach-assigned tent representatives who will be given the instructions and then they will share those instructions with the rest of the tent.

Food is simple, healthy, and plentiful. Provisions for gluten free and vegan needs as required.

Coaches/Chaperones

Steve Richards, Head XC Coach, 541-232-6417, richards_s@j4.lane.edu

Darla McVay, Assistant XC Coach, 503-910-0986, darlamcvay@hotmail.com

Karen Richards, Volunteer, 541-232-6855, karen@collaborative.zone

Jim Bloomer, Assistant XC Coach, 541-915-2633, jkbloomer@gmail.com

Preliminary Itinerary

The competitions and food will be sorted out as we get people signed up for camp and know numbers and any food preference. Locations are all reserved and set along with transportation timeframes and locations. Updates will be provided as planning continues.

2024 Overnight Itinerary

Scouting Report/History (TBD, will update as dates approach)

- There have been wasps in the past but few at these locations. Some may be stung.
- Camp is surrounded by greenery including poison oak at the hill-climb location. We are not camping at this location so it will be less an issue.
- Fire danger is typically high this time of year and road for hillclimb may be closed to vehicles. We will only use foot traffic for this section if required.
- Swimming/dipping in Diamond Lake will be strictly prohibited. The lake is often set up with toxic plumes of algae by this point in the season.

preliminary

2024 Overnight Itinerary

Mandatory Parent Meeting Information

We have a 4J requirement for a mandatory parent meeting within 24 hours of departure. We do this as part of the gear drop and we can't make any attendance exceptions. It is mandatory for anyone planning on attending camp.

This meeting is Sunday, August 11th at 6:00pm. We will meet outside on the steps to the small gym (near 3rd base of our baseball diamond).

Covered in the meeting:

- Behavior Expectations
- Rules around Swimming/Water
- Plan for any Emergency (fire, flood, smoke, injury)
- Remedies for Inappropriate Behavior
- Grounds for Dismissal from Camp

This meeting is relatively short and yet offers a good backstop on these topics and camp staff are all on hand to answer specific questions after.

Preliminary

2024 Overnight Itinerary

Transportation

All buses standard route buses, not charters for capacity concerns as we are estimating 30+ athletes. We will request buses with seat belts but can't predict well what the district will provide.

Gear will be transported with parent's help in trailers or support vehicles driving along with buses. Two additional vehicles driven by coaches will be along for emergency/support, but will not otherwise transport athletes.

Bus Leg 1, Monday, August 12th

Load at 7:45am, at South end of gym buildings (near South-West school corner)
Depart 8:05am for first stop at LCC.
Arrive at LCC 8:15am for core session and course previews.
Depart 9:30am for Clear Lake/Lunch Stop (~1:30 transit time)
Arrive at Ikenick Sno-Park 11:00am for Clear Lake loop run and lunch
Depart 1:00pm for Ogden Group Camp (~1:30 transit time)
Arrive 2:30pm Ogden Group Camp for unload.
Bus returns to base.

Bus Leg 2, Wednesday, August 14th

Load at 9:30pm, at Ogden Group Camp
Depart 9:40pm for South end of Diamond Lake (~1:20 transit time)
Arrive 11:00am Diamond Lake South Shore Picnic Area
Depart 2:00pm over to Broken Arrow group camp (a few minutes transit) for unload.
Bus returns to base.

Bus Leg 3, Thursday, August 15th

Load at 9:00am, at Broken Arrow Campground, Diamond Lake
Depart 9:10am to Wolf Creek Group/Christian Camp for hillclimb (~1:30 transit time)
Arrive 10:40am at Christian Camp for hillclimb
Depart 12:45pm for Rice Hill (~60 min. transit time)
Arrive 1:45pm for Lunch/Milkshakes at K&R
Depart 3:00pm for South Eugene High School (~50 min. transit time)
Arrive 3:50pm at South
Bus returns to base.

Specific Locations:

South Eugene High, 400 East 19th Ave., Eugene, OR 97401
Lane Community College, 4000 E. 30th Ave., Eugene, OR 97405
Ikenick Sno-Park, NF-2672, Blue River, OR, 97413
Ogden Group Camp/Peter Skene Ogden Trailhead, La Pine, OR 97739
Broken Arrow Campground/Diamond Lake, NF-4795, Crescent, OR 97733
Wolf Creek Group Campground, Co Hwy 17, Glide, OR 97443
351 Christian Camp Ln, Glide, OR 97443
K & R Drive-In, 201 John Long Rd, Oakland, OR 97462

2024 Overnight Itinerary

Gear Check-In, Sunday, August 11th, 6:00pm

Gear checked in to small gym, located on South West end of school at 6:00pm. Mandatory meeting with all participants/parents in small gym at 6:40pm. Meeting is a district requirement and will go over boundaries, safety, logistics, and behavior expectations.

Requirements checked off at gear check-in:

Athletes need to be registered for fall cross country seasons on seathletics.com website.

Athletes need to have current physical on file with school (good for 2 years).

Summer Preparation Requirements (4 or more completed):

- Help with at least one team fundraising event (bike races). All comers meets do not count towards this requirement, but are great for volunteer hours at school.
- Be present for at least 4 roll calls between July 5th and August 4th. We don't call roll every day and vary what days we call roll. Only those who have completed registration and check-in meetings will be considered "here" when calling roll.
- Be present for another 4 roll calls between July 5th and August 4th.
- Block* of logged miles on spikewrench between June 21st and July 4th.
- Block* of logged miles on spikewrench between July 5th and July 18th.
- Block* of logged miles on spikewrench between July 19th and August 1st.
- Bonus point where keeping current, paying attention and checking specific boxes may be rewarded.

*mileage blocks need to increment in order with 35, 45, and 55 miles per block. The first block completed is 35 miles. If another block is completed, it needs to be 45, etc.

Hour Run Test Requirement (Scandia 10k)

- Successfully complete 10k in under 1 hour on August 10th at the Scandia race in Junction City. This is essentially the kick-off of camp week. Those not attending camp should still come but can select between the 5k and 10k.

Signed HR_RM contract for overnight trips (2 pages, we need both printed, filled in and brought to check-in). Form available on Camp Gear Checkin event on spikewrench when district provides.

Completed gear check list with all items LABELED clearly and permanently.

Check for camp fee (\$120, payable to "Friends of South - XC")

2024 Overnight Itinerary

Gear Check List

Pack everything in ONE pack or duffel bag. Less is more here.

Write your name on every item including eating and drinking utensils.

We are sleeping in two different locations on the ground.. so plan accordingly.

Keep it simple.

- Sleeping bag and pad (pad also to be used for yoga on dry grassy ground or dirt parking lot)
- Pillow (optional)
- A couple changes of running clothes.
- Coat, thick hoody, sweater (the evenings and mornings could be cool).
- Poncho or rain jacket. We rarely have rain so prepare and this will continue.
- Casual shirt, pants, shorts, sandals.
- Several changes of socks.
- Dirty clothes bag (a pillowcase works well).
- Running shoes (preferably 2 pairs, one older).
- Flashlight or headlamp with new batteries.
- Bowl and/or plate, drinking cup and silverware— labeled.
- Liter sized water bottles (2) and / or 2+ liter hydration system — labeled.
- Swimsuit and towel or other way to wash off after dusty runs. We won't be swimming.
- Light-colored hat, cap or bandana.
- Personal toiletry items (toothbrush, toothpaste, deodorant).
- Sunscreen, chapstick.

Optional

- Playing cards
- Reading material
- Camp chair
- Insect repellent
- Very limited snacks, Absolutely no junk food. The food we eat at camp is part of the experience.

Equipment Notes:

1. Leave cell phones and electronic games at home. We will both confiscate and reduce team points if they are found.
2. New sleeping pads are often made of very thin material and inflated. While comfortable, these are not well suited to our use at camp. An old, sturdy foam pad is probably best and an old Thermarest is probably second best. The new, super light, and wonderful for packing inflatable pads are probably the least desirable (or most likely to need replacement).
3. Hammocks, while popular, don't fit well at these camps and challenge safety and tent-group coordination. Please leave hammocks home this year as they will not be permitted in any circumstance.
4. Please bring no soap or shampoo for cleaning up that isn't clearly stated as biodegradable. We don't want to pollute the fresh water flowing past our camp. Instead, look forward to a hot shower upon return.

2024 Overnight Itinerary

Competition/Training Overview for Camp Week (some takes place upon return)

Day	Training	2nd Effort	Competition(s)	Notes	High Miles	Low Miles
Sat	Scandia 10k		race	Scored by # finishers from each tent including recruits, in Junction City before camp.	9	8
Mon	LCC	Shakeout	Quotes	Quote is running, teaming, memorizing.	10	6
Tue	Waterfall	Time Predict	Predict, Pyramids	Longest pyramid without a foot down or hand adjustment. Predict is based on short run.	9	6
Wed	Red Butte Hill		Hillclimb Finish, Tent Inspection, KP	XC scoring per gender for hill finish from top 5 in tent.	7	7
Thur	Whistle Drill	dodgeball	dodgeball tournament, icebreaker	Normal workout at school after camp in morning, ultimate in afternoon. Icebreaker competition at girls identity night.	8	4
Fri	Swing Day		icebreaker	Normal pre-race day instruction and process. Icebreaker competition at boys identity night.	5	3
				Mileage Totals	48	34

2024 Overnight Itinerary

CD1, Monday, August 12th, LCC/Clear Lake

Tent Groups Announced (posted on spikewrench) Sunday evening after check-in.

Meal Line Order is tents 2, 3, 4, 5, 6, 1, coaches, then seconds

7:45am Load at school, rear of school at doors to small gym/weight room.

8:05am Departure after final role call and departure instructions.

8:15am Arrival at LCC for course preview shakeout and core session.

9:30am Depart for Sno-Park.

11:00am Arrive at Ikenick Sno-Park for relaxed Clear Lake Loop Run

11:45am Lunch (standing) at Sno-Park. Sandwiches and Fruit

KP is coaches, meal line order is 1, 2, 3, 4, 5, 6, coaches, seconds

12:50pm Light yoga/stretching before boarding bus.

1:00pm Load Bus to Ogden Group Camp

2:30pm Arrival and unload, camp check-in time is 2:00pm at latest.

2:40pm Camp Meeting/Orientation

2:50pm Tent set up, camp preparation.

3:30pm Tent Inspections and tent leader selection.

3:45pm Down time for cards, camp setup, and KP shakeout.

4:30pm Second shakeout run, light 2-3 mile run around small loop at camp across bridge and campground.

5:00pm General camp setup.

5:15pm KP reports for dinner.

6:20pm Meal orientation, dish washing demonstration, things to do and avoid around meals.

6:30pm Dinner (Build-your-own Yumm Bowls)

KP is tent 1, meal line order is 2, 3, 4, 5, 6, 1, coaches, seconds

7:30pm Down time, cards.

8:21pm Sunset

8:30pm Campfire (or LED light if burning prohibited)

Talk by Jim Bloomer

9:15pm Quiet time

9:30pm Retire to sleeping bags.

9:45pm Bed check

10:00pm Sleep

11:00pm 2nd Bed Check

Moon 54.6% illumination, 11:42pm setting.

Coaching tasks

2024 Overnight Itinerary

CD2, Tuesday, August 13th, Ogden Trail/Waterfalls

6:14am Sunrise
7:00am KP reports
7:30am Kenyan Tea, rise and shine
8:00am Eggs with cheese and ham for non-vegetarians (griddle scramble)

KP is tent 2, meal line order is 3, 4, 5, 6, 1, 2, coaches, seconds

9:30am Light stretching/yoga to get moving
10:00am Peter Skene Ogden Trail Hour Run.
11:45am KP Reports
12:15pm Lunch (Ceruty style: nuts, dried fruit, cheese, meet, etc.)

KP is tent 3, meal line order is 4, 5, 6, 1, 2, 3, coaches, seconds

1:30pm Down time for reading, nap, cards, or individual check-ins with coaches.
2:00pm Tent Group Pyramids.
3:00pm Quote Challenge.

5:00pm Yoga for recovery in shade.

5:15pm KP reports
6:00pm Dinner (Build-your-own burritos)

KP is tent 4, meal order is 5, 6, 1, 2, 3, 4, coaches, seconds

7:30pm Casual time for cards/games
8:20pm Sunset
8:30pm Campfire (or LED light if burning prohibited)

Talk by Darla McVay

9:15pm Quiet time
9:30pm Retire to sleeping bags
9:45pm Bed check
10:00pm Sleep
11:00pm 2nd Bed Check

Moon 64.8% full, 12:17am setting.

Coaching tasks

2024 Overnight Itinerary

CD3, Wednesday, August 14th, Diamond Lake Run

6:15am Sunrise
6:30am KP Reports
7:00am Kenyan Tea, rise and shine
7:30am Breakfast (pancakes, applesauce and fruit)

8:30am Camp breakdown and cleanup
9:30am Load Bus
9:40am Depart Ogden
11:00am Arrive at Diamond Lake (3, 7, 10 mile options)

12:30pm - KP Reports
1:00pm - Lunch
2:00pm - Campground Check-In
2:40pm - Tent Inspections
3:00pm - Challenges

5:00pm Yoga for recovery in shade.

5:15pm KP reports
6:00pm Dinner (Build-your-own burritos)

7:30pm Casual time for cards/games
8:19pm Sunset
8:30pm Campfire (or LED light if burning prohibited)

Talk by Steve Richards

9:15pm Quiet time
9:30pm Retire to sleeping bags
9:45pm Bed check
10:00pm Sleep
11:00pm 2nd Bed Check

Moon 74.6% full, 1:04am setting.

Coaching tasks

2024 Overnight Itinerary

CD4, Thursday, August 15th, Hill Climb

6:16am Sunrise
6:30am KP Reports
7:00am Kenyan Tea, rise and shine
7:30am Breakfast (pancakes, applesauce and fruit)

KP is tent 5, meal order is 6, 1, 2, 3, 4, 5, coaches, seconds

8:30am Camp breakdown and cleanup
9:00am Load bus to hillclimb
10:30am Arrive at Wolf Creek/Christian Camp
11:00am Launch of the climb.
12:00pm Group photo and discussion at top of climb.
12:45pm Return run to bus.
1:45pm Stop at K&R for Lunch/Milkshakes in Rice Hill
3:00pm Load Bus for trip to South
3:50pm Arrive at South
4:00pm Parent Pickup

Moon 83.7% full, 2:03am setting.

Coaching tasks

2024 Overnight Itinerary

Competitions

There are 10 total competitions through Camp Week. These are meant to be fun but also to foster some teamwork, listening to rules and instructions and relaying that to entire teams, and work to bring together our entire team both traveling and not.

The winning girls and boys tents will be invited to dinner hosted by Steve and Karen (and Tim the cat) later in September. "Tent Groups" will be assigned with 3 girls tents and 3 boys tents (or even numbers, depending on camp participation). During the overnight portion, the tents will have roughly 5 members each and upon return, other people will be "recruited" to each tent for the remaining competitions. These teams will be published for all to see on the "Camp Week" spikewrench event page Sunday evening. Only those registered, with physicals, and complete spikewrench information will be on teams.

Some competitions will have a numeric score (3, 2, 1) depending on how that girls or boys tent places in that competition. Some competitions are more "pass/push/fail" (+=-) where they either perform the task with distinction, get it done, or drop the ball. These tend to be the more subjective competitions (KP performance, tent inspections).

There is a possibility of point reductions for use of electronics, disabling or cheating at any of the competitions, or behavioral issues based in any one single tent group.

The competition results will be updated through the week and the winner announced after the completion (and results tabulation).

2024 Overnight Itinerary

The Competition List

Tent Setup - Clean, labeled, organized. We will do this at both locations.

Quote Challenge (scored) - Each tent will need to gather and assemble a quote. That quote will need to be memorized by the entire tent and a random person will be selected to then get in front of the entire team and recite that quote. That will be judged and missing words, things out of order, or extra words will all add to a score (low score wins). A person is not allowed to restart so this is a one-time through process for the person selected to recite.

Predict (scored) - We will have a simple relatively short course set up which we will describe. Each athlete will, given that description only, predict how long it will take them to complete that course running. We then start out everyone at 1-minute intervals (like a cycling time trial) and everyone completes that course and his/her time is recorded. No watches allowed and no coaching/advice can be provided by team members. When done, the order of finish will be determined by who is closest to the predicted time (over or under). We then use cross country scoring (1 point for 1st, 2 for second...) to give a team score.

Pyramid (scored) - We have a standard format for pyramids (3 people on bottom, 2 on top) that each tent will build with tent members. When the pyramid is assembled, stable, and the upper people have hands up in the air, the clock starts. First hand or foot down signals the end of time. Longest time standing wins.

Hillclimb (scored) - This one is easy.. and not. 2.5 miles up. Cross country scoring of top 5 runners just like we will do all season.

Tent Inspections (+/-) - This one happens throughout camp. At some arbitrary time, coaches will each (separate times) do a review of tents. Those kept tidy, no stray bits, and clean tents succeed. Missing items, things left at the dining area, or messy tents don't succeed. All tent team members need to coordinate on this one.

KP (+/-) - KP is one of your chances to serve your team. Timely reporting, cleanliness, good portion control, friendly service, and respectfully working together all count here. Karen will determine who wins, loses, and draws on this one.

Dodgeball (scored) - We have done ultimate in the past, but don't have a grass field at either site so we instead will do dodgeball.

Icebreaker (scored) - This is a secret one that will take place at the girls and boys identity nights. It won't be long and will include each entire tent team.

Scandia (scored) - Each tent team has a roster of roughly 10 people. The score will be the number of tent team members completing the Scandia 10k. Ties will share points (for instance, if the top two teams have 7 completions, the scoring will be 3, 3, and 1 for all the teams. This one is crazy as your Scandia race will be run before teams are announced. That means you need to race well to bring a solid time to your new tent team.

Itinerary Form

Section I – General Information *(check all that apply)*

First time travel for this group/itinerary OR Annual/Repeated trip (i.e. annual Fall choir retreat)

School:

Name of group:

Dates of travel:

Initiator:

Destination:

Number of nights of overnight stay:

Number of school days students will miss:

Rationale for missed school days:

Number of students (if overnight, give gender identity breakdown):

Number of chaperones (if overnight, give gender identity breakdown):

Background checks will be completed and verified on all chaperones. Fingerprinting is required for chaperones for overnight trips.

What specific responsibilities have been assigned to the chaperones?

Section II – Transportation and Lodging Information

- Transportation:
- 4j bus
 - Non District commercial transportation (bus, train, plane) must be SPAB
 - 4j mini bus (Type 20)
 - Rental Vehicle (no rental of 15-passenger vans allowed) when a flight is needed

For use of 4J minibus or Rental Cars, please identify the 4J current certified mini-bus drivers:

Name of Driver(s): _____

Number of miles round trip: _____

Name the type(s) of non-district transportation to be used, including to & from airport & company name:

Name and location of lodging and description of room arrangements (chaperones may not share rooms with students; see AR). Include breakdown of students & chaperones by gender identity and bed check assignments here. The bed check schedule should be uploaded separately. Students are not allowed to stay with host families without written permission from the Superintendent or designee:

For all travel requests, transportation details and a ~~per~~ trip driver requirements forms (If driving a Type 20 NCSD minibus must be included).

Zimbra**lee_dal@4j.lane.edu**

Pending field trips

From : Joy Maxwell
<maxwell_j@4j.lane.edu>

Fri, Jun 28, 2024 03:50 PM

Subject : Pending field trips

To : Dalton Lee
<lee_dal@4j.lane.edu>

Hello Dalton,

Per our conversation, I will be able to complete the reviews of the pending field trips we discussed by the end of the day on Monday, July, 1.

Thank you, Joy Maxwell, RN



ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

7/3/2024

Title

Overnight Field Trip for the South Eugene Cheerleading Team

Presenter/s

Rebekah Race – Cheerleading Coach
Jim Moore – SEHS Athletic Director

Background

This is a trip for the South Eugene HS Cheerleading Program to attend a Cheerleading Camp at Lewis & Clark University from 7/24 to 7/27. This is an opportunity to build connections and bond as a team.

Budget/Resource Implications:

Paid from the South Eugene Cheerleading budget and Fundraising.

Recommendation

The Superintendent recommends the approval of this request

(Itinerary is attached)

Field Trip Checklist

Preliminary Field Trip Request completed

Fund Raising (if needed) Plan

Draft Itinerary

Confirm Transportation *Activity van driven by coach or 45 Bus*

Secretary/Finance Clerk Initial: KC

Confirm Nutrition 3 weeks prior

1 of the 2 options must be initialed:

In-House Nutrition Initial: _____

Commercial Nutrition Initial: _____

Confirm Finance

Secretary/Finance Clerk Initial: KC

Parent/Guardian Correspondence (emails, notification of Field Trip)

Parental/Guardian meeting

Date: 6/24

Parent/Guardian Permission Slips / Formularios de Permiso signed

Volunteer/chaperone meeting/communication

Background checks

Fingerprinting (for overnight)

1st Aid Certification/Training

Medication administration training (if needed)

Epinephrine Training (if needed)

Glucagon Training (if needed)

N/A

Other certifications and trainings (if needed)

Please List _____

Date: _____

Permission Slips reviewed with Nurse

1st Aid Items Collected

Medical Info Prepared

Nurse Sign: See email Date: 6/28/24

Lodging (if overnight)

Sleeping arrangements for students and chaperones

Student groups (need to be made in advance and shared with guardians)

NA Credit Card from Secretary or Instruction (if needed)

Detailed/finalized Itinerary

Administrator Sign Off

Signature: Jim Mone Date: 6/28/24

Documentation (included this scanned checklist) uploaded to Drive

Itinerary Form

Section I – General Information *(check all that apply)*

First time travel for this group/itinerary OR Annual/Repeated trip (i.e. annual Fall choir retreat)

School:

Name of group:

Dates of travel:

Initiator:

Destination:

Number of nights of overnight stay:

Number of school days students will miss:

Rationale for missed school days:

Number of students (if overnight, give gender identity breakdown):

Number of chaperones (if overnight, give gender identity breakdown):

Background checks will be completed and verified on all chaperones. Fingerprinting is required for chaperones for overnight trips.

What specific responsibilities have been assigned to the chaperones?

Section II – Transportation and Lodging Information

- Transportation:
- 4j bus
 - Non District commercial transportation (bus, train, plane) must be SPAB
 - 4j mini bus (Type 20)
 - Rental Vehicle (no rental of 15-passenger vans allowed) when a flight is needed

For use of 4J minibus or Rental Cars, please identify the 4J current certified mini-bus drivers:

Name of Driver(s): _____

Number of miles round trip: _____

Name the type(s) of non-district transportation to be used, including to & from airport & company name:

Name and location of lodging and description of room arrangements (chaperones may not share rooms with students; see AR). Include breakdown of students & chaperones by gender identity and bed check assignments here. The bed check schedule should be uploaded separately. Students are not allowed to stay with host families without written permission from the Superintendent or designee:

For all travel requests, transportation details and a pre-trip driver requirements forms (If driving a Type 20 NCS D minibus must be included).

Itinerary Form (2)

Section III – Itinerary

Date / Time	Activity
7/25 continued 6:00pm	Team building and challenge : attendance check
7:00pm	Team Time and open gym
9:00pm	Return to the dorms : attendance check
10:00pm	Lights out
7/26 7:00am	Wake up call
8:00am	Breakfast : attendance check
8:45am	Warm up: attendance check
9:00am	Pack up: attendance check
9:45pm	Warm up: attendance check
10:00am	Show off prep
11:00am	All American Tryouts
11:30am	Show off (parents welcome)
12:00pm	Final awards
1:00pm	Depart from camp : attendance check
3:00pm	Return to SEHS for parent pick up

Date / Time	Activity
10:10am	Top Team Band
10:40am	Top team Cheer
11:10am	Material showcase advanced, hiphop and spirit dance
11:25am	Awards presentations
11:40am	Spirit Sticks
11:45am	Closing- final thoughts and message to camp
12:00pm	Tally Ho- Camp dismissed
12:15pm	Return to rooms to load bus- Attendance checks
1:00pm	Depart from Great Wolf Lodge- Attendance check
1:30pm	Stop for food
2:30pm	Return to the road- Attendance check
5:30pm	Arrive at SEHS for pick-up by parents
	99

--	--

Zimbra**lee_dal@4j.lane.edu**

Fwd: Attached Image

From : Joy Maxwell
<maxwell_j@4j.lane.edu>

Fri, Jun 28, 2024 01:30 PM

 1 attachment

Subject : Fwd: Attached Image

To : Jim Moore
<moore_ji@4j.lane.edu>,
Rebekah Race
<race_r@4j.lane.edu>

Cc : Dalton Lee
<lee_dal@4j.lane.edu>

South Cheer Camp field trip docs attached.
Thank you, Joy

From: "do-not-reply" <do-not-reply@4j.lane.edu>

To: "Joy Maxwell, RN" <maxwell_j@4j.lane.edu>, "Emily Loney" <loney_e@4j.lane.edu>

Sent: Friday, June 28, 2024 1:35:52 PM

Subject: Attached Image

 **south cheer camp field t_001.pdf**
1 MB



ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

7/3/2024

Title

Overnight Field Trip for Sheldon Cheerleading

Presenter/s

Shiloh Jackson – Head Cheerleading Coach
Mike Ingman – Sheldon Principal

Background

This is a trip for the Cheerleading Team from Sheldon HS to attend a Cheerleading Camp at Oregon State University from 8/4 to 8/7. This is an opportunity for team building and learning more about the sport.

Budget/Resource Implications:

Paid out of the Sheldon Booster Account and Fundraising.

Recommendation

The Superintendent recommends the approval of this request

(Itinerary is attached)

Sheldon Cheer Camp 2024

Field Trip Checklist

- Preliminary Field Trip Request completed
- Fund Raising (if needed) Plan
- Draft Itinerary
- Confirm Transportation
- Secretary/Finance Clerk Initial: OB
- Confirm Nutrition 3 weeks prior
1 of the 2 options must be initialed:
 - In-House Nutrition Initial: _____
 - Commercial Nutrition Initial: N/A SJ - being fed at camp by the camp.
- Confirm Finance
- Secretary/Finance Clerk Initial: JF
- Parent/Guardian Correspondence (emails, notification of Field Trip)
- Parental/Guardian meeting
 - Date: June 18, 2024 @ 4 pm & July 25, 2024 @ 9 am > 2 meetings for guardians & athletes
- Parent/Guardian Permission Slips / Formularios de Permiso signed
- Volunteer/chaperone meeting/communication
 - Background checks
 - Fingerprinting (for overnight)
 - 1st Aid Certification/Training
 - Medication administration training (if needed)
 - Epinephrine Training (if needed)
 - Glucagon Training (if needed)

Other certifications and trainings (if needed)

Please List _____

Date: _____

Permission Slips reviewed with Nurse

1st Aid Items Collected

Medical Info Prepared

Nurse Sign: Cesar Ocampo Date: 06/25/2024

Lodging (if overnight)

Sleeping arrangements for students and chaperones

Student groups (need to be made in advance and shared with guardians)

Credit Card from Secretary or Instruction (if needed) - don't need

Detailed/finalized Itinerary

Administrator Sign Off

Signature: _____ Date 6/25/23

Documentation (Included this scanned checklist) uploaded to Drive

Itinerary Form

Section I – General Information *(check all that apply)*

First time travel for this group/itinerary OR Annual/Repeated trip (i.e. annual Fall choir retreat)

School:

Name of group:

Dates of travel:

Initiator:

Destination:

Number of nights of overnight stay:

Number of school days students will miss:

Rationale for missed school days:

Number of students (if overnight, give gender identity breakdown):

Number of chaperones (if overnight, give gender identity breakdown):

Background checks will be completed and verified on all chaperones. Fingerprinting is required for chaperones for overnight trips.

What specific responsibilities have been assigned to the chaperones?

Section II – Transportation and Lodging Information

- Transportation:
- 4j bus
 - Non District commercial transportation (bus, train, plane) must be SPAB
 - 4j mini bus (Type 20)
 - Rental Vehicle (no rental of 15-passenger vans allowed) when a flight is needed

For use of 4J minibus or Rental Cars, please identify the 4J current certified mini-bus drivers:

Name of Driver(s): _____

Number of miles round trip: _____

Name the type(s) of non-district transportation to be used, including to & from airport & company name:

Name and location of lodging and description of room arrangements (chaperones may not share rooms with students; see AR). Include breakdown of students & chaperones by gender identity and bed check assignments here. The bed check schedule should be uploaded separately. Students are not allowed to stay with host families without written permission from the Superintendent or designee:

For all travel requests, transportation details and a pre-trip driver requirements forms (If driving a Type 20 NCSD minibus must be included).



ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

7/3/2024

Title

Overnight Field Trip for the Summer Intensive Program

Presenter/s

Sarah Ruggiero Kirby – Secondary Science TOSA
Ed Mendelsohn – Summer Bridge Administrator

Background

This is a trip for the Summer Intensive Program to attend a series of field activities at Jessie M. Honeyman Memorial State Park from 8/4 to 8/7. This is an opportunity for learning more about science and the natural world in an immersive way.

Budget/Resource Implications:

Paid out of the Summer Intensive Program Budget.

Recommendation

The Superintendent recommends the approval of this request

(Itinerary is attached)

Field Trip Checklist

Preliminary Field Trip Request completed

Fund Raising (if needed) Plan *N/A*

Draft Itinerary *(in Field Trip folder)*

Confirm Transportation *Type 20 Vans to be driven by Drew White
Virginia Seefeld
Sarah Ruggiero
Kirby*

Secretary/Finance Clerk Initial: *CW*

Confirm Nutrition 3 weeks prior *NA*
1 of the 2 options must be initialed:

In-House Nutrition Initial: _____

Commercial Nutrition Initial: *Will be shipping + cooking food from Costco*

Confirm Finance *To be approved by Ed Mendelsohn*

Secretary/Finance Clerk Initial: *CW*

Parent/Guardian Correspondence (emails, notification of Field Trip)

Parental/Guardian meeting

Date: *6/18/24 @ 6pm*

Parent/Guardian Permission Slips / Formularios de Permiso signed

Volunteer/chaperone meeting/communication *N/A*

Background checks

Fingerprinting (for overnight)

1st Aid Certification/Training

Medication administration training (if needed)

Epinephrine Training (if needed)

Glucagon Training (if needed)

*} to be completed
in next couple weeks*

Other certifications and trainings (if needed) N/A

Please List _____

Date: _____

Permission Slips reviewed with Nurse

1st Aid Items Collected

Medical Info Prepared

Nurse Sign: _____ Date: _____

Lodging (if overnight)

Sleeping arrangements for students and chaperones

Student groups (need to be made in advance and shared with guardians)

Credit Card from Secretary or Instruction (if needed) N/A

Detailed/finalized Itinerary

Administrator Sign Off

Signature: [Signature] Date 6/24/24

Documentation (Included this scanned checklist) uploaded to Drive

Itinerary Form

Section I – General Information *(check all that apply)*

First time travel for this group/itinerary OR Annual/Repeated trip (i.e. annual Fall choir retreat)

School:

Name of group:

Dates of travel:

Initiator:

Destination:

Number of nights of overnight stay:

Number of school days students will miss:

Rationale for missed school days:

Number of students (if overnight, give gender identity breakdown):

Number of chaperones (if overnight, give gender identity breakdown):

Background checks will be completed and verified on all chaperones. Fingerprinting is required for chaperones for overnight trips.

What specific responsibilities have been assigned to the chaperones?

Section II – Transportation and Lodging Information

- Transportation:
- 4j bus
 - Non District commercial transportation (bus, train, plane) must be SPAB
 - 4j mini bus (Type 20)
 - Rental Vehicle (no rental of 15-passenger vans allowed) when a flight is needed

For use of 4J minibus or Rental Cars, please identify the 4J current certified mini-bus drivers:

Name of Driver(s): _____

Number of miles round trip: _____

Name the type(s) of non-district transportation to be used, including to & from airport & company name:

Name and location of lodging and description of room arrangements (chaperones may not share rooms with students; see AR). Include breakdown of students & chaperones by gender identity and bed check assignments here. The bed check schedule should be uploaded separately. Students are not allowed to stay with host families without written permission from the Superintendent or designee:

For all travel requests, transportation details and a pre-trip driver requirements forms (If driving a Type 20 NCS D minibus must be included).

Zimbra**lee_dal@4j.lane.edu**

Re: Your 8/4 - 8/7 Field Trip SUM05212403

From : Joy Maxwell
<maxwell_j@4j.lane.edu>

Mon, Jun 24, 2024 01:51 PM

Subject : Re: Your 8/4 - 8/7 Field Trip
SUM05212403

To : Sarah Ruggiero
<ruggiero_s@4j.lane.edu>

Cc : Catherine Welch
<welch_c@4j.lane.edu>,
mendelssohn
<mendelssohn_e@4j.lane.edu
>, Drew White
<white_d@4j.lane.edu>,
Virginia Seefeld
<seefeld@4j.lane.edu>, field
trips <field_trips@4j.lane.edu>

I've reviewed the student list that provided earlier this month and we've identified students with known health conditions. That review was sent to Sarah along with the current student health plans in an email from Emily Loney on 6/11/24. I'm happy to provide the Glucagon training, but please schedule well ahead of the trip (I'm also providing other nursing support to the summer programs and other field trips).

Thank you, Joy Maxwell, RN

From: "Sarah Ruggiero" <ruggiero_s@4j.lane.edu>

To: "Catherine Welch" <welch_c@4j.lane.edu>

Cc: "mendelssohn" <mendelssohn_e@4j.lane.edu>, "Drew White"
<white_d@4j.lane.edu>, "Virginia Seefeld" <seefeld@4j.lane.edu>, "field trips"
<field_trips@4j.lane.edu>, "Joy Maxwell, RN" <maxwell_j@4j.lane.edu>

Sent: Tuesday, June 18, 2024 3:33:55 PM

Subject: Re: Your 8/4 - 8/7 Field Trip SUM05212403

That's awesome!!!

Thank you so much for booking the vans!

We've been in touch with Joy Maxwell, who is the head nurse and will serve as our point person for this trip (and is cc-ed here). We'll set up a time to review the student list and the medications/health concerns. We will also receive glucagon training from her, as that is relevant to one of our students. Once that is complete, we will have her sign off on the checklist.

The parent meeting is this evening where they will receive all of the forms ([Permission slip](#), [Student Code of Conduct](#), [Tent Assignment form](#), etc) which are also included in the [Field Trip Folder](#).

Thank you Catherine! :)

Sarah Ruggiero Kirby (she/her)

Secondary Science Specialist - Teacher On Special Assignment (TOSA)

Outdoor School Coordinator - 4J School District

Eugene 4J School District

Eugene, Oregon

ruggiero_s@4j.lane.edu

541-520-0383

Schedule a time to meet: https://calendly.com/4jsecondaryscience_kirby/30min

From: "Catherine Welch" <welch_c@4j.lane.edu>

To: "Sarah Ruggiero" <ruggiero_s@4j.lane.edu>

Cc: "mendelssohn" <mendelssohn_e@4j.lane.edu>, "Drew White" <white_d@4j.lane.edu>, "Virginia Seefeld" <seefeld@4j.lane.edu>, "field trips" <field_trips@4j.lane.edu>

Sent: Tuesday, June 18, 2024 3:19:27 PM

Subject: Re: Your 8/4 - 8/7 Field Trip SUM05212403

Good afternoon,

I have booked the activity vans and signed off on the sections of the check list that I needed to. However, before Ed signs can you confirm that parent/guardian correspondence has been sent, permission slips shared with students/families, and that the student list has been reviewed by a nurse? I am not sure who is working right now but I would contact a district nurse and have them review the students.

Please let us know if we can help with any of this.

Thank you,

Catherine

Catherine Welch
Admin Assistant | CALCI
Eugene School District 4J
welch_c@4j.lane.edu
(541) 731-0199
www.4j.lane.edu/calci

From: "field trips" <field_trips@4j.lane.edu>
To: "Sarah Ruggiero" <ruggiero_s@4j.lane.edu>
Cc: "Catherine Welch" <welch_c@4j.lane.edu>, "Edmund Mendelssohn" <mendelssohn_e@4j.lane.edu>, "Drew White" <white_d@4j.lane.edu>, "Virginia Seefeld" <seefeld@4j.lane.edu>
Sent: Tuesday, June 18, 2024 2:47:45 PM
Subject: Re: Your 8/4 - 8/7 Field Trip SUM05212403

Good afternoon,

Sounds good. I downloaded them and re-uploaded them into your Summer Intensives folder from the first email. Once you have the Checklist complete, feel free to upload it directly to that folder so that it is accessible for all the approvers.

Very Respectfully,
Dalton J Lee (he/him)
Administrative Assistant - Instruction
Eugene School District 4J
541.790.7566

From: "Sarah Ruggiero" <ruggiero_s@4j.lane.edu>
To: "field trips" <field_trips@4j.lane.edu>
Cc: "Catherine Welch" <welch_c@4j.lane.edu>, "Edmund Mendelssohn" <mendelssohn_e@4j.lane.edu>, "Drew White" <white_d@4j.lane.edu>,

"Virginia Seefeld" <seefeld@4j.lane.edu>

Sent: Tuesday, June 18, 2024 2:33:56 PM

Subject: Re: Your 8/4 - 8/7 Field Trip SUM05212403

Hi Dalton,

I just uploaded this [Exploring Oregon Coast Itinerary Form](#) completed into our Honeyman Field Trips folder.

We do not have any chaperones other than Drew White, Virginia Seefeld, and myself (all of us TOSAs). So there is no Chaperone list per se...unless you want me to add our names to a separate doc indicating that. It is indicated on the [Exploring Oregon Coast Checklist](#) (which has also been uploaded to the folder). This [Permission Slip \(in both English and Spanish\)](#) has also been uploaded to the [Coast Field Trips Folder](#).

We will need to update the checklist as things get closer, but the other items you've requested below are now accounted for.

Sarah Ruggiero Kirby (she/her)

Secondary Science Specialist - Teacher On Special Assignment (TOSA)

Outdoor School Coordinator - 4J School District

Eugene 4J School District

Eugene, Oregon

ruggiero_s@4j.lane.edu

541-520-0383

Schedule a time to meet: https://calendly.com/4jsecondaryscience_kirby/30min

From: "field trips" <field_trips@4j.lane.edu>

To: "Sarah Ruggiero" <ruggiero_s@4j.lane.edu>

Cc: "Catherine Welch" <welch_c@4j.lane.edu>, "mendelssohn" <mendelssohn_e@4j.lane.edu>

Sent: Wednesday, June 12, 2024 9:04:02 AM

Subject: Re: Your 8/4 - 8/7 Field Trip SUM05212403

Good morning,

We wanted to reach out with a little reminder as we get close to the due date for your trip materials. We have not yet received your Itinerary Form, Checklist, prepared Permission Slip, or Chaperone List for this trip. Please

let me know if you need anything from us.

Very Respectfully,
Field Trips
541.790.7550
field_trips@4j.lane.edu

From: "field trips" <field_trips@4j.lane.edu>
To: "Sarah Ruggiero" <ruggiero_s@4j.lane.edu>
Cc: "Catherine Welch" <welch_c@4j.lane.edu>, "Edmund Mendelssohn" <mendelssohn_e@4j.lane.edu>
Sent: Tuesday, May 21, 2024 8:25:07 AM
Subject: Your 8/4 - 8/7 Field Trip SUM05212403

Hello,

Your request for a Field Trip has been received by Instruction. The details are below based on what you put into the form and what we have deemed to be the necessary level of approval. I am copying your Administrator so that they are aware of the trip and what level of approval is required. This email **does not mean** that you are approved to go on your trip, it means that you have approval to start the field trip process. Please utilize the forms in the [Field Trips](#) folder. Please feel free to reach out at the email below if you have any questions.

I have created this folder for you to put your completed Itinerary Form, Checklist, and prepared Permission Slip in: https://drive.google.com/drive/folders/1t_4zNg25An046JmoXjN-mnlHDX_VCTdv?usp=sharing

Once you have completed and uploaded your Checklist and uploaded your Itinerary Form and Permission Slip, please email us at the email address in the signature.

Trip Details**Requester: Sarah Ruggiero Kirby****Group: Summer Intensive Program****Date(s): 8/4 - 8/7****Destination: Jessie M. Honeyman Memorial State Park****Risk Level: High****Overnight: Yes 2+****Out of State: No****OCONUS: No****Approval Necessary: School Board****Start Field Trip Process: Yes**

Very Respectfully,

Field Trips

541.790.7550

field_trips@4j.lane.edu



ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

7/3/2024

Title

Overnight Field Trip for North Eugene Volleyball Team

Presenter/s

Tony Aaron Fuller – Head Volleyball Coach
Peter Barsotti – NEHS Athletic Director

Background

This is a trip for the Volleyball Team from North Eugene HS to attend a Volleyball Camp at South Western Oregon Community College from 8/12 to 8/16. This is an opportunity for team building and learning more about the sport.

Budget/Resource Implications:

Paid out of the North Eugene Booster account Club Account and Fundraising.


Recommendation


The Superintendent recommends the approval of this request

(Itinerary is attached)

Field Trip Checklist

- Preliminary Field Trip Request completed

- Fund Raising (if needed) Plan (**not applicable**)
- Draft Itinerary (**See Attached**)
- Confirm Transportation (**Activity Bus Training Scheduled**)
 -
 - Secretary/Finance Clerk Initial: 
 - Confirm Nutrition 3 weeks prior
 - 1 of the 2 options must be initialed:*
 - In-House Nutrition Initial: Dorm Food Provided

 - Commercial Nutrition Initial: NA
- Confirm Finance
 - Secretary/Finance Clerk Initial: 
- Parent/Guardian Correspondence (emails, notification of Field Trip)
- Parental/Guardian meeting
 - Date: April 11, 2024
- Parent/Guardian Permission Slips / Formularios de Permiso signed
- Volunteer/chaperone meeting/communication
 - Background checks
 - Fingerprinting (for overnight)
 - 1st Aid Certification/Training
 - Medication administration training (if needed)
 - Epinephrine Training (if needed)
 - Glucagon Training (if needed)

Other certifications and trainings (if needed)

Please List _____

Date: _____

Permission Slips reviewed with Athletic Trainer

1st Aid Items Collected

Medical Info Prepared

All athletes will be cleared before they leave on trip

Nurse Sign: _____ Date: _____ *PIB*

Lodging (if overnight)

Sleeping arrangements for students and chaperones (**SWOCC Dorms**)

Student groups (need to be made in advance and shared with guardians) *TBA*

Credit Card from Secretary or Instruction (if needed)

Detailed/finalized itinerary

Administrator Sign Off

Signature: *Pat Baggett* Date *6/26/24*

Documentation (Included this scanned checklist) uploaded to Drive



2024 Team Camp Itinerary



Monday August 12th, 2024

- 8am Athletes arrive at North Eugene High School to load activity vans
- 9am Depart for Southwestern Oregon Community College
Drive time approx. 2hours 15 minutes
- 1130 am Check in at Camp
Move into dorms
- 12-5pm Camp Sessions

Tuesday August 13th, 2024

- 8am Breakfast provided by team chaperones in the dorms
- 9am Camp sessions
- Noon Lunch Break in Dorms Food Court
- 1pm Camp Sessions
- 5pm Dinner Break in Dorms Food Court
- 6pm Camp Sessions
- 8pm Report to Dorms for end of day

Wednesday August 14th, 2024

- 8am Breakfast provided by team chaperones in the dorms
- 9am Camp sessions
- Noon Lunch Break in Dorms Food Court
- 1pm Camp Sessions
- 5pm Dinner Break in Dorms Food Court
- 6pm Camp Sessions
- 8pm Report to Dorms for end of day



2024 Team Camp Itinerary



Thursday August 15th, 2024

8am Breakfast provided by team chaperones in the dorms

9am Camp sessions

Noon Camp Ends

Move out of Dorms

1pm Depart for North Eugene High School

Drive time 2 hours 15 minutes

330p Parent pick up Athletes at High School

Itinerary Form

Section I – General Information *(check all that apply)*

First time travel for this group/itinerary OR Annual/Repeated trip (i.e. annual Fall choir retreat)

School:

Name of group:

Dates of travel:

Initiator:

Destination:

Number of nights of overnight stay:

Number of school days students will miss:

Rationale for missed school days:

Number of students (if overnight, give gender identity breakdown):

Number of chaperones (if overnight, give gender identity breakdown):

Background checks will be completed and verified on all chaperones. Fingerprinting is required for chaperones for overnight trips.

What specific responsibilities have been assigned to the chaperones?

Section II – Transportation and Lodging Information

- Transportation:
- 4j bus
 - Non District commercial transportation (bus, train, plane) must be SPAB
 - 4j mini bus (Type 20)
 - Rental Vehicle (no rental of 15-passenger vans allowed) when a flight is needed

For use of 4J minibus or Rental Cars, please identify the 4J current certified mini-bus drivers:

Name of Driver(s): _____

Number of miles round trip: _____

Name the type(s) of non-district transportation to be used, including to & from airport & company name:

Name and location of lodging and description of room arrangements (chaperones may not share rooms with students; see AR). Include breakdown of students & chaperones by gender identity and bed check assignments here. The bed check schedule should be uploaded separately. Students are not allowed to stay with host families without written permission from the Superintendent or designee:

For all travel requests, transportation details and a ¹²⁸trip driver requirements forms (If driving a Type 20 NCSD minibus must be included).



ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

7/3/2024

Title

Overnight Field Trip for North Eugene Varsity Cheerleading

Presenter/s

Rebecca Critchett – Varsity Cheerleading Coach
Peter Barsotti – NEHS Athletic Director

Background

This is a trip for the Varsity Cheerleading Team from North Eugene HS to attend the Oregon State Cheerleading Camp at Oregon State University from 8/7 to 8/10. This is an opportunity for team building and learning more about the sport.

Budget/Resource Implications:

Paid out of the North Eugene Cheer Club Account and Fundraising.

Recommendation

The Superintendent recommends the approval of this request

(Itinerary is attached)

Field Trip Checklist

Preliminary Field Trip Request completed

Fund Raising (if needed) Plan

Draft Itinerary

Confirm Transportation

Secretary/Finance Clerk Initial: Jdsp

Confirm Nutrition 3 weeks prior

1 of the 2 options must be initialed:

In-House Nutrition Initial: _____

Commercial Nutrition Initial: _____

Confirm Finance

Secretary/Finance Clerk Initial: Jdsp

Parent/Guardian Correspondence (emails, notification of Field Trip)

Parental/Guardian meeting

Date: 6/12/24 @ 6:30pm

Parent/Guardian Permission Slips / Formularios de Permiso signed

Volunteer/chaperone meeting/communication

Background checks

Fingerprinting (for overnight)

1st Aid Certification/Training

Medication administration training (if needed)

Epinephrine Training (if needed)

Glucagon Training (if needed)

Other certifications and trainings (if needed)

Please List _____

Date: _____

Permission Slips reviewed with Nurse

1st Aid Items Collected

Medical Info Prepared

Nurse Sign: _____

Date: _____

Lodging (if overnight)

Sleeping arrangements for students and chaperones

Student groups (need to be made in advance and shared with guardians)

Credit Card from Secretary or Instruction (if needed)

Detailed/finalized Itinerary

Administrator Sign Off

Signature: Pat Saenz

Date: 6/27/24

Documentation (Included this scanned checklist) uploaded to Drive

Athletic Trainer will sign off on all students that go. Still working on this part but it will be done before they leave

PB

Itinerary Form

Section I – General Information *(check all that apply)*

First time travel for this group/itinerary OR Annual/Repeated trip (i.e. annual Fall choir retreat)

School:

Name of group:

Dates of travel:

Initiator:

Destination:

Number of nights of overnight stay:

Number of school days students will miss:

Rationale for missed school days:

Number of students (if overnight, give gender identity breakdown):

Number of chaperones (if overnight, give gender identity breakdown):

Background checks will be completed and verified on all chaperones. Fingerprinting is required for chaperones for overnight trips.

What specific responsibilities have been assigned to the chaperones?

Section II – Transportation and Lodging Information

- Transportation:
- 4j bus
 - Non District commercial transportation (bus, train, plane) must be SPAB
 - 4j mini bus (Type 20)
 - Rental Vehicle (no rental of 15-passenger vans allowed) when a flight is needed

For use of 4J minibus or Rental Cars, please identify the 4J current certified mini-bus drivers:

Name of Driver(s): _____

Number of miles round trip: _____

Name the type(s) of non-district transportation to be used, including to & from airport & company name:

Name and location of lodging and description of room arrangements (chaperones may not share rooms with students; see AR). Include breakdown of students & chaperones by gender identity and bed check assignments here. The bed check schedule should be uploaded separately. Students are not allowed to stay with host families without written permission from the Superintendent or designee:

For all travel requests, transportation details and a pre-trip driver requirements forms (If driving a Type 20 NCSD minibus must be included).



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

July 3, 2024

Title

TNTP (The New Teacher Project) Contract Extension 2024-25 SY

Presenters

Adrienne Pierce, Secondary Curriculum & MTSS Administrator
Larry Williams, Executive Director of Academic Access and Advancement

Background

TNTP (The New Teacher Project) is a national nonprofit founded by teachers to help school systems end educational inequality. Since 1997, they've partnered with more than 200 public school districts, charter school networks, and state departments of education. Today, they are active in more than 50 cities across the country.

In addition, Eugene 4J has partnered with TNTP for Curriculum Adoption and implementation consultation for our K-12 ELA and K-12 Math Instructional Materials Selection Process. This partnership was invaluable as it greatly aided in our successful adoption and implementation processes, which included consultation and facilitation of portions of our launch, pilot, evaluate and report, adopt and implementation phases.

This year past year TNTP partnered with Eugene 4J's math adoption team to design and facilitate a materials review process for the selection of high-quality instructional materials for K-12 Math. The focus for K-12 Math has been on supporting the review team in designing a comprehensive materials review plan, developing a review tool that reflects 4J's emerging literacy vision, reviewing and gathering data from 8 different programs, engaging stakeholders, and culminating this spring with the selection of two programs for grades 6-8 and two programs in 9-12 to advance to pilot next fall. In addition, the secondary literacy support was on the pilot process, adoption and implementation planning for next school year.

4j is committed to expanding access to high-quality curricular materials as a powerful way to narrow opportunity gaps and accelerate student learning at scale. During 2024-25, in addition to the implementation phase for our secondary ELA instructional materials, 4j will also be embarking on year 2 of the materials selection process in K-12 mathematics. The Math piloting review team will focus on both the selection of high-quality materials and the engagement of stakeholders throughout the pilot process, ultimately leveraging materials' selection as a lever for strengthening and refining instruction within the district. The selection and implementation of

high-quality mathematics materials is key to ensuring that students have access to focused, coherent, and rigorous, standards-aligned instruction and ultimately improved mathematics outcomes.

Options and Alternatives

This purchase will extend our current contract with TNTP for both the consultation of our ELA Instructional Materials Implementation and the support of our Elementary Math Instructional Materials Piloting and Adoption. Currently, all secondary ELA and Math teachers and the 300 elementary teachers will be positively impacted by both adoptions.

If the board decides to not approve the extension of this consultation contract with TNTP, our secondary ELA adoption will be without strong consultation, guidance and facilitation of the implementation phase of the adoption. Plus, our Math adoption would not have the same support, consultation and guidance that they had during year 1 of the adoption, which will gravely impact the success and progress of year 2 of our Math adoption process. Let it be noted that along with the consultation with TNTP, our elementary instructional materials adoption was a team of 4-7 staff members with support from the Curriculum Director and an Elementary Curriculum Administrator. Noting that we no longer have a Curriculum Director and will have a new Secondary Curriculum Administrator and only 1 Teacher on Special Assignment per level supporting these adoptions - it is pertinent that TNTP be consulting support for these adoptions. Lastly, during this likely last contractual extension with TNTP, they will be working with 4j to finalize building out both an adoption and implementation playbook, so that moving forward our district will have all the key tools, resources and support in place to manage the adoption process more effectively and efficiently.

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

All students K-12 are served through this extension of our contract, which is an estimated 16,000 students for the 2024-25 SY. This includes students enrolled at EOA and Fox Hollow.

Budget/Resource Implications:

TNTP 1 year Extension (2024-2025)		
Product	Product Description	Unit Price
TNTP - an extension of contract for our Secondary ELA Instructional Materials Implementation <u>and</u> the K-12 Math Instructional Materials Adoption.	Extensions of contract until May 2025.	\$ 248, 469
Total		\$248, 469

Board and Superintendent Goals

Focus on equitable outcomes for all:

Goal 1: A coordinated focus on equitable access and advancement for all with an amplified focus on the desires of those who have been historically underserved

Objective 1: Support student learning with rigorous, relevant, consistent curriculum and clear expectations for teaching and learning across the district.

Objective 2: Provide equitable educational opportunities at all elementary schools.

Recommendation:

The Superintendent recommends the approval of \$248,469 from the Instruction Budget (for *10-month contract*) for TNTP to extend the consultation and facilitation support of the Secondary ELA Instructional Materials Implementation and the K-12 Math Instructional Materials Adoption.



Proposal to Eugene 4J

Materials Implementation Support

June 19, 2024

We are excited about potential opportunities to continue supporting Eugene School District 4J next year in its materials selection and implementation work. Based on our experience working with Eugene 4J's team over the past three years, we appreciate that the district's mission, vision, and approach to student outcomes are closely aligned with TNTP's and reflect the belief that all students and staff in Eugene 4J deserve equitable access to high-quality teaching and learning experiences.

Our Approach

For the past three years, we have supported Eugene 4J in building a robust and inclusive materials adoption process, by supporting the elementary literacy materials review process, the secondary literacy materials review and pilot, and the K-10 math materials review process. However, for high-quality instructional materials (HQIM) to have a meaningful impact on instruction and student outcomes, the adoption of HQIM alone is not enough. To ensure that teachers use adopted materials with fidelity, districts must develop teachers' and leaders' investment in the materials and the skills and knowledge they need to use them effectively. Additionally, the district will need to support leaders in managing change, aligning systems, and establishing cycles of data-driven, continuous improvement. Understanding that Eugene-4J will routinely engage in materials adoption processes over the next few years, we propose to help the district develop the internal capacity (i.e., the systems, tools, and approaches to professional learning, instructional leadership, and change management) to ensure that these adoptions are systematic, equitable, and inclusive, ultimately leading to strong outcomes for all students.

Proposal Summary

TNTP proposes working collaboratively with Eugene 4J's leadership to support the district's materials adoption and implementation work in ways that: (1) align to the district's existing academic priorities, and (2) empower the district to engage in future rounds of curriculum adoption and implementation cycles by developing a standardized approach, systems, and tools.

TNTP proposes partnering with Eugene 4J, specifically, to design and carry out:

1. K-10 Math Materials Piloting. A structured process for supporting teachers and leaders in the piloting of instructional materials for math in grades K-10 and gathering and synthesizing meaningful data to inform the final selection of materials.
2. 6-12 Literacy Materials Implementation. A comprehensive strategy for implementing the district's newly adopted instructional materials for literacy in grades 6-12 in support of the district's vision for literacy instruction.

Proposal Detail

The following is a fuller description of the strands of work summarized above. Both work strands build on the instructional materials adoption work TNTP has supported over the past three years and is intended to ensure that the investments Eugene 4J is making / has made in HQIM result in strong, positive impacts on teaching, learning and student outcomes, particularly for traditionally marginalized student groups.

1. **K-10 Math Materials Piloting:** TNTP will support the next phase of the K-10 math materials adoption process by facilitating the piloting of the two sets curricular materials selected this spring, including:
 - o Implementation Advising. Advising on the structure and implementation of the piloting process, including recruitment and selection of piloting teachers and professional learning and guidance for piloting teachers.
 - o Stakeholder Engagement. Supporting 4J's Math Leads in engaging stakeholders beyond the review team, including creating newsletters and other communications to teachers and school leaders,

engaging relevant district instructional committees, and hosting district and community information and feedback sessions.

- Observations. Developing observation tools and logistics to provide teachers and leaders the opportunity to see pilot instruction and share feedback on the materials.
 - Data Collection & Analysis. Gathering and analyzing a range of data about teaching and learning to inform the final recommendation, including:
 - Synthesizing teacher feedback on the Pilot Review Tool
 - Coordinating and participating in classroom walkthroughs using the Pilot Review Tool
 - Conducting focus groups with piloting teachers
 - Gathering student and caregiver feedback following the pilot of each program
 - Synthesizing the data from multiple sources to support a meaningful comparison of the two programs
 - Preparing for Recommendation. Preparing for the final recommendation to the school board, which would include the final synthesis of data and presentation support.
 - Implementation Planning. Initial planning for district-wide roll out of the newly selected materials.
 - Preparing for Sustainability. Development of a materials adoption guide to be used for future adoptions that includes:
 - Step-by-step outline of the materials review, selection, pilot, adoption, and implementation processes.
 - Suggestions for timelines and calendars for future adoptions.
 - Templates for all pilot tools and resources (surveys, protocols, session decks, handouts, etc.)
2. **6-12 Literacy Materials Implementation:** We will support district leaders in developing and executing a comprehensive plan to roll out Amplify ELA in middle school and HMH Into Literature in high school. We typically approach materials implementation initiatives as change-management work, with a focus on building the mindsets, knowledge, and skills that stakeholders across the system need to effectively leverage the materials to facilitate learning experiences aligned to the district’s instructional vision and improve student outcomes. Throughout this work, we will partner with materials adoption leads to support the following:
- Professional Learning. Development and facilitation of professional learning experiences on the district’s instructional vision, research-aligned instructional practices, the instructional shifts required by the standards, and how the adopted materials can be used to support the foregoing. These experiences will prioritize shifting educator mindsets about strong instruction and pedagogy.
 - Change Management. Attending to the key elements of change management (e.g., using the Knoster model) to build the capacity, motivation, and conditions for educators to shift their practices. This includes clarifying the purpose and building a sense of urgency for change using data and research and defining a reasonable path toward implementation “with integrity” over time.
 - Guidance & Expectations. Setting clear expectations (i.e., what is tight vs. loose) and guidance for implementation by all educators.
 - Community Engagement. Engaging all stakeholders in the implementation process, including keeping the community informed on implementation progress and collecting feedback from stakeholders to inform ongoing adjustments to implementation.
 - Progress Monitoring. Monitoring progress towards the district’s vision, priorities, and expectations for curriculum implementation. This includes:
 - Setting clear, measurable goals aligned with the district’s vision for strong instruction and expectations for implementation.
 - Gathering and analyzing data from classroom observations, student outcomes, and stakeholder surveys and focus groups to (1) identify strengths and opportunities and (2) develop responsive adjustments to teacher and leader supports and the continuous improvement process itself.

- Using progress monitoring data to identify opportunities for improvement and to determine and plan for responsive adjustments.
- Sustainability Planning. Planning for the continued use of the curriculum implementation process for materials adopted in the future for other subject matters. This would include the development of an implementation playbook to provide school and district leaders with guidance, action plans, and resources to support the first three years of implementation.

Project Budget

We would plan to complete this work from mid-August 2024 through May 2025. We estimate the total cost of the services described above to be **\$248,469** as detailed below.

BUDGET

K-10 Math Materials Pilot	\$129,608
Travel	\$18,721
Sub-Total	\$148,329
6-12 Literacy Materials Implementation	\$93,389
Travel	\$6,751
Sub-Total	\$100,140
TOTAL	\$248,469

Conclusion

Thank you for your consideration of this proposal. TNTP is eager to continue our partnership with Eugene 4J to ensure that all of its educators and students gain access to high-quality instruction in every class, every day. Please reach out to TaQuana Williams at TaQuana.Williams@tntp.org with any questions or feedback about this proposal.



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting:

July 3, 2024

Title:

Approve the Amergis Healthcare Staffing Contract for Nursing Services (2024-25)

Presenter

Seth Pfaefflin, Director Student Services

Joy Maxwell, Student Health Services Supervisor

Background

Over the last several years, the school district has noted a significant increase in students with serious and chronic medical needs enroll in the 4j school district. Student Health Services Department has one dedicated 4j nurse who manages the care for medically fragile and medically complex students who have feeding tubes or other specialized care needs. 4j has a number of students living with Type 1 Diabetes that depend on nursing care throughout their school day. In addition to 4j RNs providing care for these students, Student Health Services has been utilizing the services of several LPNs from agencies such as Amergis Healthcare to provide 1:1 nursing support (3.0 FTE) for our students who have a tracheotomy and may need life-saving interventions and care to breathe. Nearly all 4j school sites have students with diabetic needs. The most critical diabetic care normally occurs around the breakfast and lunch times at schools. School based 4j nursing staff are not able to address all the care needs of multiple students at multiple school sites during the same time periods every day (13 FTE). In addition to mealtime needs, students living with Type 1 Diabetes also need support throughout their day at school. Such times may include before or after recesses, increased exercise, PE, snack times, special events and before boarding their school bus at the end of the day. The 4j nursing staff cannot be in more than one location at the same to provide the support students need. Even with staggered lunches and other attempts to manage issues of time management, nurses cannot cover all the care for students living with diabetes with only the 4J nurses they employ. 4j nurses are needed for so many other nursing tasks such as health planning and support for a myriad of other health conditions such as life-threatening allergies and seizures.

Options and Alternatives

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

Budget/Resource Implications:

1. District 4J is able to take advantage of State of Oregon Price Agreement PO-[10700-00015789](#) between State of Oregon and Amergis 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.

Recommendation

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



This Education Master Services Agreement (hereinafter “Agreement”) is entered into on this **26th of June, 2024** , by and between **Eugene School District 4J** located at 200 N Monroe St Eugene, Oregon 97402, referred to in this Agreement as (“Customer”), and **Amergis Healthcare Staffing, Inc. d/b/a Amergis Educational Staffing**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 10220 SW Greenburg Rd, Portland, OR, 97223, United States of America referred to in this Agreement as (“Amergis”). Customer or Amergis may be referred to herein as a “Party” or jointly as the “Parties.”

RECITALS

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

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

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

ARTICLE I. DEFINITIONS

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

ARTICLE II. TERM

Section 2.1 Term. This Agreement will commence on the Effective Date and will continue for one 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. Amalgis is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer’s management and supervision at a School Work Site or in an environment controlled by Customer, and as permissible by any applicable scope of practice law(s) or standards of nursing. Amalgis 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. Amalgis 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. Amalgis 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 Amalgis with the skill level, experience and services to be provided by Personnel to any student(s), and details from the applicable Plan for School Health Services or Related Services, necessary to perform Services hereunder.

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



and Off-Site School Time Services at its own expense. Customer is responsible for maintaining a safe environment for all Out of School Time and Off-Site School Time Services.

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

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

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

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

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

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

ARTICLE IV. SCHOOL WORK SITE REQUIREMENTS AND OBLIGATIONS

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 Amergis and any Personnel the applicable Plan(s), as requested. Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student’s disability would allow for safe transport by Customer, and will make all determinations on Placement of Personnel to implement safe transport of both student(s) and Personnel. Customer shall provide all assessments and protocols to Amergis prior to Personnel accompanying a



student for transport. Amergis reserves the right to deny a transportation request, in the event there is a concern for safety or other circumstances. In the event, Customer determines transport is safe, Customer shall orient Amergis Personnel on the transportation and emergency protocol(s).

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 Amergis. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Amergis 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 Amergis. Amergis will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Amergis and provide reasonable detail(s) for the dismissal. Customer will provide Amergis with any reports it provides to any governing oversight agency(ies) as a result of Amergis Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation(s).

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



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

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

ARTICLE V. HIRING OF PERSONNEL

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

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



Aggregate Hours Worked By Amergis Personnel for Customer in a Twelve (12) Month Period	Conversion Fee
Prior to completing 350 hours	25 % of annualized starting salary
After Completion of 350 hours	20 % of annualized starting salary
After Completion of 700 hours	15 % of annualized starting salary
After Completion of 900 hours	10 % of annualized starting salary
After Completion of 1040 hours	5 % of annualized starting salary

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

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

Section 5.5 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 Amergis fourteen (14) days’ notice before cancellation date. If Customer does not provide required notice, Customer will be required to pay Amergis 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).

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

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

Invoicing E-mail: whitney_k@4j.lane.edu
 Invoicing Contact: Kristi Whitney
 Invoicing Address: 200 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. Amergis' preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. Amergis reserves the right to accept or deny payment via credit card on a case-by case basis. Customer will be responsible for an additional surcharge of the lesser of 4% or the maximum amount allowed under applicable law for administrative/processing fee on all accepted payments made via credit card. If any portion of an amount billed by Amergis under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Amergis of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

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

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

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 Amergis. If Customer provides Amergis with a valid tax exemption certificate in accordance with local laws covering the Services provided by Amergis, Amergis will not collect Transaction Taxes.



ARTICLE VII. RELATIONSHIP OF THE PARTIES

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

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

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 Amergis or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. TRAVEL DELIVERY AND ADDITIONAL OFFERINGS

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

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

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

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

(a) Per Diem Personnel Short-notice Requests. Amergis will bill Customer for the entire shift if an order for Per Diem Personnel is made less than two (2) hours prior to the start of the shift, as long as the Per Diem Personnel



report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.

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

ARTICLE IX. ASSIGNMENT OR SUBCONTRACTING

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

(a) Sunburst. Should Customer request utilization workforce solutions, the Parties shall enter into a Master Services Agreement with Amergis' subsidiary, Sunburst Workforce Advisors, LLC. The terms set forth in the separate Master Services Agreement will govern the scope of work for the MSP services.

(b) Locum Tenens division. Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC ("Locum Tenens division"); or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement.

ARTICLE X. INSURANCE

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

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 Amergis prompt written notice of any material change in Customer coverage. Customer shall name Amergis as an additional insured on its general liability policy.

ARTICLE XI. INDEMNIFICATION

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



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

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

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

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

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

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 AMERGIS BY CUSTOMER UNDER EITHER THE APPLICABLE STATEMENT OF WORK OR FOR SERVICES RENDERED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE, WHICHEVER IS LESS. MULTIPLE CLAIMS UNDER THIS AGREEMENT WILL NOT ENLARGE THIS



LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.

ARTICLE XIII. DISPUTE RESOLUTION

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) Amergis/Customer Information. The Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information, which may be considered confidential or trade secret information (collectively "Information") such that a Party may derive independent economic value, actual or potential, from the Information not being generally known to the public or to other persons or entities, which are not a party to this Agreement. This Information may include, without limitation, information with respect to the Party's customers, vendors, cost structure, and/or business strategy, or business methods at any time used, developed, or disclosed by the Party. Each of the Parties agree that neither it, nor its staff shall, at any time either during or subsequent to the termination of this Agreement, disclose the Information to others, use, copy, or permit the Information to be copied, except pursuant to duties for or on behalf of the other Party as defined within this Agreement. A Party may disclose the Information pursuant to a governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar request, provided that the other Party promptly notifies the non-disclosing Party, in writing of such request or demand for disclosure, and no later than within forty-eight (48) hours of receipt of such request, so that the non-disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Information.

(b) Disclosure of Amergis/Customer Partnership. From time to time, Amergis lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in



Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Amergis may disclose the partnership between Amergis and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Amergis /Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.

(c) Student Information. In the event that Amergis receives student information, which may include student financial or medical information (collectively "Student Information"), Amergis shall not disclose any Student Information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Amergis, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Amergis may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If Amergis is provided access to students' records, Amergis shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Amergis shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Amergis reserves the right to retain any Student Education super for the length of time necessary to meet Amergis' contractual and legal commitments.

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 Customer computer systems, networks, and/or data related to the Services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer's privacy and security measures and processes, including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

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

Section 14.3 Aggregate Statistical Usage. Customer acknowledges and agrees that Amergis will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism, such data does not contain student data or identifying student information. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Amergis shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived



from Customer's use of Amergis, Amergis Personnel, and Contractors affiliated with Amergis under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Amergis customers, so as to be non-specific to any individual Customer.

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

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, Amergis 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 Amergis nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

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

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



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

Amalgis Healthcare Staffing, Inc. d/b/a Amalgis
Educational Staffing
7223 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department
Email copy to: contracts@amalgis.com

ATTN: Kristi Whitney

COPY TO:
Amalgis Healthcare Staffing, Inc. d/b/a Amalgis
Educational Staffing
10220 SW Greenburg Rd, Suite 570
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 Amalgis 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 Amergis have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the Effective Date set forth above.

EUGENE SCHOOL DISTRICT 4J

AMERGIS HEALTHCARE STAFFING, INC. D/B/A
AMERGIS EDUCATIONAL STAFFING:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date



**STATEMENT OF WORK
ATTACHMENT "A"**

1. **Scope of Services.** Amergis is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer’s management and supervision at a Work Site or in an environment controlled by Customer. Upon Customer’s request for supplemental personnel, Amergis will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.

2. **Length of Assignment.** Personnel will be assigned to the Customer specified Work Site(s) exclusively for at least 90 days or 13 weeks. If Per Diem Personnel are requested, Customer and Amergis will use commercially reasonable efforts to document the length of the assignment(s) in a Customer Assignment Confirmation.

3. **Personnel Requirements and Screening.** Amergis will supply Customer with Personnel who meet the criteria set forth in the Assignment Onboarding Attachment "B". Amergis will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Customer.

4. **Interview.** Customer may request to conduct a telephone interview with any Personnel candidate prior to the Services commencing. If Customer requests a face-to-face interview for Travel Personnel, Amergis will bill Customer for cost of travel, lodging, and reasonable per diem expenses.

5. **Bill Rates.** Bill Rates are agreed to between the Customer and Amergis for the following positions. If Customer and Amergis execute a subsequent Assignment Confirmation(s) per individual Personnel the Bill Rates in the Assignment Confirmation will apply to the named Personnel therein and for the timeframe indicated.

Positions	Local Rate (per hour)
BCBA	\$95.00
Behavior Technician	\$55.00
Certified Nursing Assistant	\$55.00
Counselor	\$75.00
Certified Occupational Therapy Assistant	\$70.00
General Education Teacher	\$80.00



Licensed Practical Nurse - Diabetic Care	\$60.00
Licensed Practical Nurse - 1:1	\$65.00
Occupational Therapist	\$95.00
Orientation and Mobility Specialist	\$95.00
Paraprofessional	\$45.00
Physical Therapist	\$95.00
Physical Therapy Assistant	\$70.00
Registered Nurse	\$85.00
Remote Case Manager	\$75.00
School Psychologist	\$100.00 - \$110.00
Sign Language Interpreter	\$75.00
Social Worker	\$80.00
Special Education Teacher	\$85.00
Speech Language Pathologist	\$95.00 - \$105.00
Speech Language Pathologist - CFY	\$85.00
Speech Language Pathologist Assistant	\$75.00
Teacher for Deaf and Hard of Hearing	\$95.00
Teacher for Visually Impaired	\$95.00

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

6. Out of School Time and Off-Site School Time Educational Services. Rates charged for educational services rendered outside of school time or off-site during school time will be in accordance with the local and/or



state regulatory wage laws. Overtime Rates are also charged for all hours worked in excess according to applicable state law.

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

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

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

Work Site Name	Address	Work Site Contact
Eugene School District	200 North Monroe Eugene, OR 97421	Seth Pfaefflin

- 13. **Invoicing.** Amerngis will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Amerngis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. The specified contacts for individual Work Sites is set forth below:

Work Site Name	Address	Work Site Invoice Contact
Eugene School District	200 North Monroe Eugene, OR 97421	Kristi Whitney



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



ATTACHMENT "B"
PRE-ASSIGNMENT SCREENING

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



- f. Perform federal exclusion checks including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- c. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening, which may include fingerprinting, for Amergis Personnel, Customer shall provide Amergis with a copy of the results and/or report, or the “Clear” or “Not Clear” status. Providing first day instructions for Amergis Personnel following Customer required background screening will constitute a “Clear” status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.



ITEM FOR ACTION — CONSENT AGENDA

Date of Meeting

July 3, 2024

Title

Memorandum of Agreement between Eugene School District 4J and Oregon School Employee Association (OSEA) regarding Paid Family Medical Leave Act (PLO) and Senate Bill 283 - Just Cause provision.

Presenter

Brooke Wagner, Assistant Superintendent of Administrative Services

Description

The District and OSEA have reached a tentative agreement regarding two Memorandum of Agreements.

The first is regarding Senate Bill 283, the just cause provision, the relevant part of Section 18 (2) – “a classified school employee shall have the right to be dismissed, demoted or disciplined only for just cause”.

The second is Paid Family Medical Leave Insurance Building and the benefits available regarding family leave, medical leave and safe leave.

Recommendation

The Superintendent recommends approval of both MOA's with OSEA.

**Memorandum of Agreement
Between
Eugene School District 4J
And
Oregon School Employees Association Eugene Chapter 1**

This Memorandum of Agreement is entered into by and between the Eugene School District 4J ("District") and the Oregon School Employees Association Eugene Chapter 1 ("Association"). The District and Association are parties to a collective bargaining agreement ("CBA") with effective dates of July 1, 2022 - June 30, 2025.

RECITALS

Effective July 1, 2023, Senate Bill 283, in relevant part (Section 18 (2)), modified ORS 332.544 to include the following new language: "a classified school employee shall have the right to be dismissed, demoted or disciplined only for just cause."

The parties' intention with this Memorandum of Agreement ("MOA") is to modify the existing CBA to comply with SB 283 (Section 18 (2)).

The relevant current CBA language includes the following:

Article 9.1.3 - The District shall have the right to terminate a probationary employee at any time during the probationary period for any reason. The District shall not be required to indicate the reason for its termination, nor is the District's termination decision grievable under the terms of this contract.

TERMS OF MEMORANDUM OF AGREEMENT

The parties agree to the following changes to CBA language and provisions:

1. Article 9.1.3 is modified as follows:
 - A classified school employee shall have the right to be dismissed, demoted, or disciplined only for just cause. Probationary employees who are dismissed, demoted or disciplined may access the provisions of Article 25 – Grievance Procedure through Formal Level Two. In any case in which a probationary employee believes that their right to be disciplined or discharged only for just cause has been violated, the Association may file a complaint with the Oregon Employment Relations Board, alleging a violation of ORS 243.672(1)(g). The Union and employee must first exhaust the Grievance procedure through Formal Level Two prior to the Association filing a complaint with ERB.
2. Any provisions of the parties' CBA not expressly modified by this MOA shall remain in full force and effect.
3. Any disputes regarding an alleged violation or the interpretation or application of this agreement, shall be resolved pursuant to the grievance procedure in the CBA between the parties, except that alleged violations of probationary employee disciplines, demotions and dismissals shall be enforced pursuant to section 2 of this Agreement.
4. If legislation is passed that modifies ORS 332.544 or affects any term of this MOA, the parties agree to immediately reopen this MOA and bargain over the legislative changes through 90-day interim bargaining pursuant to ORS 243.798 (if the change occurs during the CBA's term)

or through successor CBA negotiations (if the parties are engaged in such negotiations).

5. This MOA shall become effective upon signature of the parties.

The parties acknowledge their agreement with the terms of this Memorandum of Agreement by signing below.

For Eugene School District 4J:



Jenny Jonak, Board Chair

07/03/2024

Date

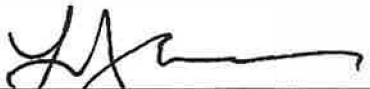


Colt Gill, Interim Superintendent

7-3-24

Date

For OSEA:



Lisa Jenkins-Easton, Eugene Chapter 1 President

6.7.2024

Date



Sarah Pishioneri, OSEA Field Representative

06/07/2024

Date

**Memorandum of Agreement Between
Eugene School District 4J
And
Oregon School Employees Association**

This Memorandum of Agreement (MOA) is between the Eugene School District 4J (District) and the Oregon School Employees Association, Chapter One (Association or OSEA) for the purpose of establishing the terms of implementation of the Paid Family Medical Leave Act, hereinafter referred to as the Paid Family Medical Leave Insurance program or Paid Leave Oregon (PFMLI).

Recitals:

In 2019, the Oregon State Legislature approved a paid family and medical leave insurance program. Under the law, employees in Oregon are eligible to take paid time off for eligible family leave, medical leave, and safe leave purposes and receive PFMLI benefits as described under Oregon law.

Agreement:

The Paid Family Medical Leave Insurance (PFMLI) program will apply to all members of the OSEA bargaining unit as identified in Article 1 (Recognition) of the Collective Bargaining Agreement, subject to the following:

1. The District engaged a Third-Party Administrator (“TPA”) to administer benefits. The paid leave benefits provided by that plan will be equal to or greater than those provided by the state-administered plan. The employee and District will make contributions in the amounts and ratios identified in Oregon law.
2. The TPA will make eligibility and benefit amount determinations in accordance with Oregon law and the TPA plan documents.
3. The District agrees to reimburse all employees for any employee contributions made to State-administered PFMLI Plan between January 1, 2023 and July 1, 2023
4. Bargaining unit members who receive PFMLI benefits from the District’s TPA, but who do not receive 100% of their average weekly wages as defined by Oregon law and TPA plan documents, may use appropriate and qualifying accrued paid leave hours (e.g. paid sick time or any other eligible paid leave) pursuant to District policy to account for any difference between their PFMLI benefit amount and their average weekly wages as determined by Oregon law and the TPA plan documents. The District will continue to issue payroll checks monthly.
5. For bargaining unit members who use accrued leave for an absence and who later receive a PLO benefit, the District will restore the sick leave balance used from the date of PLO application or qualifying event (whichever is first) up to the difference between the PLO benefit granted and the employee’s average weekly wage.
6. The District will continue to comply with Oregon law, any applicable provisions of the CBA, and any other applicable State or Federal laws regulating employee benefits.
7. Employees who wish to take protected leave (i.e., FMLA, OFLA, PFMLI, etc.) must follow applicable District policies.

8. Upon returning to work after taking PFMLI leave an eligible employee shall be restored to the position of employment held by the employee when the leave commenced if that position still exists, without regard to whether the District filled the position with a replacement during the period of family leave. If the position held by the employee at the time family leave commenced no longer exists, the employee is entitled to be restored to any available equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.
9. Any dispute under this agreement must be resolved through the grievance procedure in the parties' Collective Bargaining Agreement.
10. All other provisions of the parties' Collective Bargaining Agreement not expressly modified by this Agreement shall remain in full force and effect.
11. The terms of this MOA are retroactive to September 24, 2023.

For the Association:



Lisa Jenkins-Easton
OSEA Chapter 1 President

Date: 6.7.2024



Sarah Pishioneri
OSEA Field Representative

Date: 06.07.2024

For the District:



~~Maya Rabasa~~ Jenny Jonak
Chair, Board of Directors

Date: 07/03/2024



Colt Gill
Interim Superintendent (or designee)

Date: 7-3-24



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

June 3, 2024

Title

Approval of Private Alternative Education Options Contracts

Presenter

Katherine Lange, Executive Director of Youth & Family Services

Background

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

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

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

Options and Alternatives

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

Budget/Resource Implications:

Center Point School: Payment is the cost of \$358.13 per pupil.

Looking Glass Community Riverfront School and Career Center: Payment is the actual per pupil cost of the provider's program or an amount equal to 80% of the District's estimated current year average per pupil net operating expenditure as defined in OAR 581-023-0041, whichever is

less, under ORS 336.635. Eighty percent of the net operating expenditure for 2023-2024 is estimated to be \$10,379 per ADM (80% of \$12,973, the District's estimated net operating expenditure).

For special education students approved for weighted ADM (ADMw), providers are paid at the district's estimated current year average per pupil net operating expenditure. One hundred twenty percent of the net operating expenditure for 2023-2024 is estimated to be \$15,568 (120% of \$12,973, the District's estimated net operating expenditure).

Looking Glass New Roads: Payment is the actual per pupil cost of the provider's program or an amount equal to 85% of the District's estimated current year average per pupil net operating expenditure as defined in OAR 581-023-0041, whichever is less, under ORS 336.635. Eighty-five percent of the net operating expenditure for 2023-2024 is estimated to be \$11,027 per ADM (80% of \$12,973, the District's estimated net operating expenditure).

For special education students approved for weighted ADM (ADMw), providers are paid at the district's estimated current year average per pupil net operating expenditure. One hundred twenty percent of the net operating expenditure for 2023-2024 is estimated to be \$15,568 (120% of \$12,973, the District's estimated net operating expenditure).

Looking Glass Academy (Formerly Looking Glass Pathways and Parole Revocation Diversion) and Looking Glass River Road Regional Crisis Center: Payment is the total sum of \$162,180 for the term of the agreement.

Looking Glass Academy (Formerly Looking Glass Stepping Stone): Payment is the total sum of \$196,278 for the term of the agreement.

Looking Glass Community Services: Payment is the total sum of \$29,980 for the term of the agreement.

Board and Superintendent Goals

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

Recommendation

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



ITEM FOR ACTION — CONSENT AGENDA

Date of Meeting

July 3, 2024

Title

Approve Delegation of Purchasing & Signing Authority

Presenter

Matt Brown, Finance Director

Description

DELEGATION OF PURCHASING & SIGNING AUTHORITY

This document is managed through Financial Services and is approved by the school board each fiscal year.

- All purchases & contracts \$250,000 or above must be approved by the School Board before starting.
- All contracts must be reviewed/signed by Financial Services initially.
 - Financial Services will send electronic signature requests to authorized signers for finalization.
- The Superintendent delegates purchasing authority to the Payroll Supervisor, Director and Associate Director of Financial Services for payments/certifications required by laws or regulations and payments required by contracts pre-approved pursuant to board policy outside of the approvals identified below.

<i>TITLE</i>	<i>CLERK DESIGNATION</i>	<i>PURCHASE AUTHORITY</i>	<i>PURCHASE AUTHORITY WITH BOARD APPROVAL</i>	<i>SIGNING AUTHORITY</i>
Superintendent	Clerk	50,001 - 250,000	250,001 or above	50,001 - 250,000
Chief Operations Officer	Deputy Clerk	50,001 - 250,000	250,001 or above	50,001 - 250,000
Director of Finance	Deputy Clerk	50,001 - 250,000	250,001 or above	50,001 - 250,000
Director of Facilities	Deputy Clerk	50,001 - 250,000	250,001 or above	50,001 - 250,000
Assistant Superintendent		50,001 - 250,000	250,001 or above	50,001 - 250,000
Chief of Staff		50,001 - 250,000	250,001 or above	50,001 - 250,000

<i>TITLE</i>	<i>PURCHASE</i>	<i>SIGNING</i>
---------------------	------------------------	-----------------------

	AUTHORITY	AUTHORITY
Director of Technology	50,000	50,000
Director of Transportation	50,000	50,000
Director of Nutrition Services	50,000	50,000
Director of Human Resources	50,000	50,000
Director of Elementary Education	50,000	None
Director of Elementary Schools	50,000	None
Director of Middle Schools	50,000	None
Director of High Schools	50,000	None
Director of Student Services	50,000	None
Director of Student Support Programs	50,000	None
Capital Improvement Program Manager	10,000	10,000
Facilities and Maintenance Manager	10,000	10,000
Facilities Supervisor	10,000	10,000
Custodial Manager	10,000	10,000
KRVM Operations Manager	10,000	10,000
Nutrition Manager	10,000	None
Principals	10,000	None
Purchasing Analyst	0	5,000



ITEM FOR ACTION — CONSENT AGENDA

Date of Meeting

July 3, 2024

Title

Approve Resolution 202407031, Designation of Auditor, District Clerks, Custodian of Funds, Budget Officer, Investment Depositories, Local Public Contract Review Board

Presenter

Matt Brown, Finance Director

Description

During this organizational meeting, per Oregon School Board Association's (OSBA) July Checklist, school boards must conduct an organizational meeting no later than the next regular meeting following July 1 to begin each new fiscal year. In election years, that meeting must occur no later than the last day of July. In keeping with OSBA's recommended items, this resolution designates the following:

- Financial Auditor (ORS 328.465, 327.137, 297.405)
- District Clerks (ORS 332.515)
- Custodian of Funds who will sign checks (ORS 328.441, 328.445)
- Budget Officer, who shall prepare or supervise the preparation of the budget document under the direction of the executive officer. (ORS 294.331)
- Banking depository(ies) for school funds. (ORS 328.441, 294.805- 294.895)
- Local Public Contract Review Board and rules. (ORS 279A.060)

Recommendation

The Superintendent recommends approval of Resolution 202407031



**RESOLUTION 202407031
DESIGNATION OF DISTRICT OFFICERS, CLERKS,
AGENDS, AND DEPOSITORIES OF FUNDS**

AUDITOR

BE IT RESOLVED, that Pauly Rogers and Co., P.C., Certified Public Accounts, are hereby designated to serve as Auditors for the Eugene 4J School District for the fiscal year 2024/2025.

DISTRICT CLERKS

WHEREAS, Colt Gill, Superintendent of Eugene 4J School District, is designated by law as Clerk/Chief Administrative Officer of said District for the 2024/2025 school year.

WHEREAS, it is advisable for additional staff members to be designated as Deputy Clerk. BE IT RESOLVED, that the Assistant Superintendent, Chief Operations Officer, Chief of Staff, and Director of Facilities positions shall also be appointed Deputy Clerks for the 2024/2025 fiscal year.

CUSTODIAN OF FUNDS

BE IT RESOLVED, the Eugene 4J School District designates Superintendent Colt Gill as authorized signer on checks.

BUDGET OFFICER

BE IT RESOLVED, that Matt Brown is hereby designated to serve as Budget Officer of the Eugene 4J School District for the fiscal year 2024/2025.

INVESTMENT DEPOSITORIES

WHEREAS, Eugene 4J School District has statutory authority for investment of funds, BE IT RESOLVED, that the following depositories are hereby approved as official depositories of Eugene 4J School District during the 2024/2025 fiscal year:

Institution

Umpqua Bank
Piper Jaffray
Oregon State Local Government Investment Pool
Zions Bank
Government Portfolio Advisors
Wells Fargo
Commerce Bank

DESIGNATION OF LOCAL PUBLIC CONTRACT REVIEW BOARD

Be it resolved that the governing body of Eugene 4J School District, the Board of Directors, be designated as the Local Public Contract Review Board for 2024/2025.

SIGNING OF AGREEMENTS

BE IT RESOLVED, that the Clerk, Deputy Clerks, Assistant Superintendent, and Chief of Staff be authorized to sign contracts, conveyances or other documents on behalf of the District, within the requirements of law and District policies up to \$250,000.

BE IT RESOLVED, that positions of Directors of Technology, Transportation, Nutrition Services, and Human Resources be authorized to sign contracts, conveyances or other documents on behalf of the District, within the requirements of law and District policies up to \$50,000.

BE IT RESOLVED, that positions of Capital Improvement Program Manager, Facilities and Maintenance Manager, Facilities Supervisor, Custodial Manager, and KRVM Operations Manager be authorized to sign contracts, conveyances or other documents on behalf of the District, within the requirements of law and District policies up to \$10,000.

BE IT RESOLVED, that the position of Purchasing Analyst Clerks be authorized to sign contracts, conveyances or other documents on behalf of the District, within the requirements of law and District policies up to \$5,000.

Adopted by the Board of Directors on this 3rd day of July, 2024.

Board Chair

Date

Colt Gill, Superintendent

Date