

Board of Directors Meeting
School District 4J, Lane County
Hybrid Meeting (virtual and
in-person)
200 North Monroe Street
Eugene, Oregon 97402
Wednesday, August 19, 2026

NOTICE: The Regular Board Meeting at 6:00 p.m. will be open to the public to attend in person, via live broadcast on KRVM 1280-AM and 98.7 FM, on the internet at <https://icecast.4j.lane.edu/board> and via **Zoom Webinar at: <https://4j-lane-edu.zoom.us/j/95182566139> Webinar ID: 951 8256 6139**
A video of the meeting will be made available after the meeting at <https://vimeo.com/4Jschools>

School Board Meeting Request Forms:

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

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

Requests to provide public comment must be submitted **no later than 5:00 p.m. on the Monday before the meeting.**

6:00 PM

Board Work Session

- I. **6:00 p.m. Board Work Session:**
- II. Call to Order and Roll Call
- III. Board Chair Welcome
- IV. Agenda Approval
- V. Hearing of the Public (Public Comment)
- VI. Comments by Employee Groups
- VII. **Consent Group - Items for Action**
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Presenter: Brooke Wagner, Assistant Superintendent
 2. Approve Memorandum of Agreement (MOA) with Employees Association of Substitute Teachers (EAST) 5
Presenter: Kate Marrone, Director of Human Resources
 3. Approve a Contract for Nutrition Services with Emerald Fruit and Produce Co., Inc. 8
Presenter: Jill Cuadros, Director of Nutrition and Warehouse Services
 4. Approve the DRAFT Board Meeting Minutes For: 27
– August 5, 2026, Board Planning Meeting
– August 5, 2026, Regular Board Meeting
- VIII. **Items for Information**
 1. Receive Board Committee Assignments (5 minutes) 39
Presenter: Ericka Thessen, Board Chair
- IX. **Items for Action**
 1. Approve Eugene School District 4J Organizational Chart (5 minutes) 40
Presenter: Miriam Mickelson, Superintendent
 2. Approve Revised Board Goals (10 minutes) 43
Presenter: Ericka Thessen, Board Chair
 3. Approve Proposed Revisions to Board Legislative Priorities for the 45

2026-27 School Year (10 minutes)
Presenter: Judy Newman, Board Director

- X. **Items for Action at a Future Meeting**
 - 1. Consider for Approval Board Guiding Values and Beliefs (formerly Working Agreements) (30 minutes) 47
Presenters: Ericka Thessen, Board Chair and Maya Rabasa, Vice Chair
- XI. **Committee Reports by Individual Board Members**
- XII. **Consider Board Requests for Agenda Items or Information**
- XIII. **For the Good of the Order**
- XIV. **Adjourn**

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



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

August 19, 2026

Title

Routine Personnel Actions

Presenter

Brooke Wagner D.Ed., Assistant Superintendent of Administrative Services

Recommended Action

The superintendent recommends that the board of directors:

1. ***Approve the employment of the licensed administrators or executives listed below for the 2026-27 school year:***

None.

2. ***Approve the employment of the licensed employees listed below for the 2026-27 school year:***

Employee ID	Last	First	Position	Location	FTE
172680	Cachu	Esmeralda	School Psych Intern	SPED Administration	1.0
171556	Coronel	Yazmin	Facilitating Teacher – Bilingual	River Road/El Camino del Rio	.5

3. ***Approve the acceptance of the resignations and retirements of the licensed administrators or executives listed below:***

Employee ID	Last	First	Position	Location	Reason	Effective Date
172491	Hillman	Michael	Asst Principal	Churchill HS	Resignation	06/30/2026
170093	Blackhorn	Redskye	Interim BEST/Extended Day Administrator	Instruction	Resignation	07/23/2026

4. ***Approve the acceptance of the resignations and retirements of the licensed personnel listed below:***

Employee ID	Last	First	Position	Location	Reason	Effective Date
167302	Dyer	Martha	Media Specialist	Howard/Chavez	Resignation	06/15/2026
170982	Kempf	Marie	Physical Education	Edison/Twin Oaks	Resignation	06/15/2026
171459	Ruiz	Christina	Special Education	Churchill HS	Resignation	06/15/2026
171206	Amawattana	Pete	Music	Willagillespie	Resignation	06/15/2026
170022	George-Silva	Jacqueline	CLASSROOM	Buena Vista	Resignation	06/15/2026
170976	Horigan	Sabrina	Special Education	Spencer Butte	Resignation	06/15/2026
136408	Torrey	Kimberly	Advanced Math	Sheldon HS	Resignation	06/15/2026
165609	Donde	Katherine	Chemistry	North	Retirement	09/01/2026



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

August 19, 2026

Title

Approve Memorandum of Agreement with Employees Association of Substitute Teachers (EAST)

Presenters

Kate Marrone, Director of Human Resources

Background

In the spring of 2026 the school board ratified a collective bargaining agreement (CBA) between the district and the Employees Association of Substitute Teachers (EAST), which represents the substitute teacher bargaining unit. Subsequently, the parties have come to a mutual agreement on the definition of arbitrary and capricious operative in Article II, *Substitute List* of the CBA. This MOA incorporates the agreed upon definition of “arbitrary and capricious” into the current CBA.

The parties agreed and executed a memorandum of agreement (“MOA”) regarding Article II, *Substitute List*.

The remainder of Article II and the CBA will not be changed.

Once approved by the board, the MOA takes effect upon signing of both parties and will remain in effect through the term of the parties’ existing 2025-2028 CBA.

Options and Alternatives

The Board may approve the Memorandum of Agreement or not. If not approved, the Board should convene in executive session at a future date to discuss labor negotiations.

Budget/Resource Implications

Approval of this agreement will not result in any new one-time or ongoing financial costs.

Recommendation

The Superintendent recommends approval of the Memorandum of Agreement between the Eugene Education Association and the district.

**Memorandum of Agreement
Between
Eugene School District 4J
And
Employees Association of Substitute Teachers**

This Memorandum of Agreement is entered into by and between the Eugene School District 4J (“District”) and the Employees Association of Substitute Teachers (“EAST” or “Association”) (collectively “the parties”). The District and Association are parties to a collective bargaining agreement (“CBA”) with effective dates of May 13, 2026– June 30, 2028. The parties agreed and executed a memorandum of agreement (“MOA”) regarding Article II, *Substitute List*. Pursuant to the MOA, the parties come to a mutual agreement on the definition of arbitrary and capricious operative in Article II, *Substitute List* of the CBA. This MOA executes the definition and incorporates the definition of “arbitrary and capricious” into the current CBA.

TERMS OF MEMORANDUM OF AGREEMENT

1. The parties hereby agree to add an additional subsection at the end of Article II, *Substitute List*, of the current CBA as follows. New language is underlined:

F. ARBITRARY AND CAPRICIOUS

- a. A decision is arbitrary and capricious if:
 1. Prior to the decision being made, there was not documented consideration of all relevant facts, including mitigating circumstances;
 2. The decision was not supported by documented evidence; and,
 3. There is no rational connection between the facts and the decision made.
2. The remainder of Article II and the CBA will not be changed.
3. Any disputes regarding an alleged violation or the interpretation or application of this agreement shall be resolved pursuant to the grievance procedure, up to level two in the CBA between the parties. Nothing in this Agreement restricts an employee and/or EAST from pursuing legal action against the District for an alleged violation of law.
4. This MOA takes effect upon signing of both parties and will remain in effect through the term of the parties’ existing 2025-2028 CBA.

FOR EAST

Rob Stein, EAST Director

Date

Sarah Pishioneri, EAST Representative

Date

FOR THE DISTRICT

Miriam Mickelson, Superintendent

Date

, Board Chair

Date



ITEM FOR ACTION-CONSENT AGENDA

Date of Meeting

August 19, 2026

Title

Approve a Contract for Nutrition Services with Emerald Fruit and Produce Co., Inc.

Presenter

Jill Cuadros, Director of Nutrition & Warehouse Services

Description

On June 18, 2026, the District issued a Request for Proposals (RFP 26-502) for Nutrition Services' fresh fruits and vegetables distributor. The current contract with Emeralds expires June 30, 2026. For reference, the District spent approximately \$782,808 with Emeralds in FY26 and anticipates a similar spend in FY27 depending on student meal participation.

This solicitation process is highly regulated and complex. The Oregon Department of Education (ODE) requires a formal competitive process every five years, provides the RFP and contract templates, and must approve all revisions before finalization.

On July 22, 2026, three vendors submitted a proposal in response to RFP 26-502:

- Emeralds Fruit and Produce Co. Inc.
- Pacific Coast Fresh Company
- Lane County Bounty, LLC

As procurement law requires, a three-member selection committee comprised of Nutrition Services management staff reviewed the proposal according to the following evaluation criteria:

- Cost/Pricing
- Product Quality & Availability
- Service/Deliveries
- Delivery Timeliness, Flexibility, and Customer Service
- Local Business Ties

Decision

It was determined that Emeralds continues to be the local, most cost effective, and continuously outstanding in quality and customer service company in the area, which supports the Nutrition Services' decision to request sign-off from the board to award the bid to Emeralds.

Action Proposed

Approve a contract with Emerald Fruit and Produce Co., Inc. to provide fresh fruits and vegetables products for Nutrition Services for one year, with the option of four annual renewals.

Recommendation

Approve a contract with Emeralds Fruit and Produce Co., Inc. for one year, with the option of up to four annual renewals.



EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #26-502

*THIS AGREEMENT SHALL BE BINDING ON THE DISTRICT ONLY IF SIGNED BY AUTHORIZED DESIGNEE
AND A PURCHASING REPRESENTATIVE*

This Goods and Services Contract ("Contract") is entered into between Eugene School District 4J ("District 4J") and Emerald Fruit and Produce ("Contractor"), referred to collectively in this Contract as "the Parties." District 4J and Contractor agree as follows:

1. TERM

This Contract shall become effective upon signature of authorized personnel and a member of the District 4J Purchasing Department, and shall remain in effect until August 31, 2027 unless terminated by District 4J or Contractor under the terms of this Contract. No party shall perform work under this Contract before the effective date. If approved in writing by both Parties, four possible 1-year renewals will be available upon termination of the initial term as per the terms and conditions of RFP #26-502.

2. SCOPE OF WORK

This Contract covers the Scope of Work as described in the Contractor's Proposal, attached and hereby incorporated by reference as Exhibit B. Work shall be performed in accordance with a schedule approved by District 4J. Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. District 4J's Representative for this Contract is:

Jill Cuadros, Support Services Director (Nutrition, Warehouse, and Ed Center Admin)
Cuadros_ji@4j.lane.edu

3. COMPENSATION

3.1 PAYMENT. Compensation is based on Contractor pricing, found in Exhibit B: Scope of Work. District 4J will not pay more than this amount unless specifically agreed to in an amendment executed by both parties. Contractor shall invoice District 4J, and District 4J shall pay the Contractor within 30 days of invoice approval and work acceptance and shall be subject to ORS 293.462.

3.2 TRAVEL EXPENSE REIMBURSEMENT. Authorized: ☐ Yes ☒ No

If travel expense reimbursement is authorized in this Contract, unless specifically stated and agreed upon, all travel-related expenses will be reimbursed at actual cost and not to exceed the GSA Per Diem Rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates>).

4. CONTRACT DOCUMENTS

4.1 THE CONTRACT. The Contract consists of this document and the following listed exhibits, which are incorporated into this Contract as referenced here. In the event of a conflict between the requirements of this document and Exhibit B, the requirements in this document prevail. There are no other Contract documents unless specifically referenced in this contract.

4.2 THE EXHIBITS. With this document, the following Exhibits are incorporated into the Contract:

- | | |
|---|---|
| ☒ Exhibit A | Contract Provisions |
| ☒ Exhibit B | Scope of Work |
| ☒ Exhibit C | Insurance Requirements |
| ☒ Exhibit D | Fingerprint and Background Check Requirements |
| ☒ Exhibit E | Federal Terms and Conditions |
| ☒ Exhibit F | Contractor W-9 |

5. SIGNATURES

CONTRACTOR'S CERTIFICATIONS:

BY EXECUTION OF THIS CONTRACT, THE UNDERSIGNED CERTIFIES TO DISTRICT 4J THAT:



**EUGENE SCHOOL DISTRICT 4J
GOODS AND SERVICES CONTRACT #26-502**

*THIS AGREEMENT SHALL BE BINDING ON THE DISTRICT ONLY IF SIGNED BY AUTHORIZED DESIGNEE
AND A PURCHASING REPRESENTATIVE*

- The undersigned person has authority to execute this Contract on behalf of the Contractor, and to bind Contractor to its terms;
- Contractor has not discriminated against minority, women, or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225;
- Contractor has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DISTRICT 4J

CONTRACTOR

Signature

Signature

Printed Name

Printed Name

Title

Title

E-Mail

E-Mail

Date

Date

Eugene School District 4J
200 North Monroe St
Eugene, OR 97402

Address

City, State, Zip

DISTRICT 4J PURCHASING DEPARTMENT

Name

Account Number



EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #26-502

*THIS AGREEMENT SHALL BE BINDING ON THE DISTRICT ONLY IF SIGNED BY AUTHORIZED DESIGNEE
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EXHIBIT A CONTRACT PROVISIONS

1. Contractor's Personnel.

1.1 Key Persons. Contractor acknowledges and agrees that District selected Contractor, and is entering into this Agreement, because of the special qualifications of Contractor's key persons identified in the Statement of Work (each a "Key Person" and, together, "Key Persons"). Neither Contractor nor a Key Person may delegate performance of the powers and responsibilities that a Key Person is required to provide under this Agreement to another Contractor employee, subcontractor or agent without first obtaining the written consent of District. Further, Contractor may not re-assign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with the required expertise, experience, judgment, and personal attention, without first obtaining District's written consent to such re-assignment or transfer, which District will not unreasonably withhold or delay. Notwithstanding the foregoing, Contractor may replace a Key Person in the event the Key Person is no longer available due to circumstances beyond Contractor's reasonable control, such as death, illness, or termination of employment with Contractor. In the event Contractor requests that District approve a re-assignment or transfer of a Key Person, or if Contractor must replace a Key Person, District may interview, review the qualifications of, and approve or reject the proposed replacement for the Key Person. Any such replacement must have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by District in writing (email acceptable) will thereafter be deemed a Key Person for purposes of this Agreement, and the Statement of Work will be deemed amended to include such Key Person.

1.2 Payment for Replacement Key Personnel. If District is paying Contractor on an hourly or other periodic basis, then Contractor will not charge District, and District will not pay, for a replacement Key Person while such replacement acquires the project knowledge and skills necessary to perform the Services. Such period of non-charge will be agreed upon by the parties.

1.3 Work Performed on District Property. Contractor and Contractor staff shall comply with all policies, rules, procedures, and regulations established by District for access to and activities in and around premises controlled by District, including but not limited to:

1.3.1 When performing work on District property, Contractor and Contractor's employees shall be in appropriate work attire (or uniform, if applicable) at all times. Contractor attire must meet the guidelines for non-offensive, derogatory, or other requirements similar to District staff.

1.3.2 Each day Contractor or Contractor's employees are present on District property, they must sign in at the location's main office and obtain an identification/visitor tag. Contractor and Contractor's employees must display this tag on their person at all times while on District property.

1.3.3 All District properties are tobacco-free zones; Contractor and/or Contractor's employees are prohibited from using any tobacco product on District property.

1.3.4 All District properties are also drug-free, weapons-free and firearms-free zones; Contractor and/or Contractor's employees are prohibited from possessing on their persons or in their vehicles any drug, weapon or firearm while on District property.

1.4 Employee Removal: At District's request, Contractor shall immediately remove any contractor employee, agent, representative or subcontractor from all district properties in cases where District in its sole discretion determines that removal of that individual is in the district's best interests.

1.5 Obligation to report abuse. Contractor acknowledges District's obligations related to child abuse and sexual conduct. If there are reports or allegations of sexual conduct or child abuse involving one of Contractor's employees, Contractor agrees to immediately comply with the District's request for removal of the employee. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information from District related to the prevention and identification of child abuse and sexual conduct, the obligations of school employees to report abuse and sexual conduct, and appropriate electronic communications with students and agrees to provide this information to any employee having direct, unsupervised contact with students. Contractor has reviewed and will comply with the following ORS statutes: https://www.oregonlegislature.gov/bills_laws/ors/ors419B.html.

1.6 Hazardous Materials. Contractor shall notify District before using any products containing hazardous materials to which district employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.

2. Independent Contractor; Responsibility for Taxes and Withholding

2.1 Independent Contractor. Contractor shall perform all Services as an independent contractor. District reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Services; however, District may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.



EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #26-502

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2.2 No Conflicts. Contractor, by signature to this Agreement, represents and warrants that Contractor's performance of the Services under this Agreement creates no potential or actual conflict of interest as defined by ORS 244; and no statutes, rules or regulations of any District, State of Oregon or Federal Agency for which Contractor currently performs work would prohibit Contractor from performing the Services under this Agreement.

2.3 Affiliation. Contractor understands and agrees that it is not an "officer," "employee," or "agent" of the District, as those terms are used in ORS 174.109, ORS 244.020 or otherwise.

2.4 Taxes and Benefits. Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless required by applicable law, District will not withhold from such compensation or payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Agreement, except as a self-employed individual.

3. Subcontracts, Successors, And Assignments

3.1 Subcontracts. Contractor shall not enter into any subcontracts for any of the Services required by this Agreement without District's prior written consent. In addition to any other provisions District may require, Contractor shall include in any permitted subcontract under this Agreement provisions to ensure that District will receive the benefit of subcontractor's performance as if the subcontractor were Contractor. District's consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Agreement.

3.2 Successors and Assigns. The provisions of this Agreement are binding upon and inure to the benefit of the parties to this Agreement, their respective successors, and permitted assigns, if any.

3.3 No Assignment. Contractor shall not assign or transfer any of its rights or delegate its obligations under this Agreement without District's prior written consent.

4. Representations and Warranties.

4.1 Contractor's General Representations and Warranties. Contractor represents and warrants to District that:

4.1.1 Contractor has the power and authority to enter into and perform this Agreement;

4.1.2 This Agreement, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;

4.1.3 Contractor shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services;

4.1.4 Contractor prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and

4.1.5 Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the Effective Date, faithfully has complied with:

4.1.5.1 All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

4.1.5.2 Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

4.1.5.3 Any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor;

4.1.5.4 Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and

4.1.5.5 Contractor has no undisclosed liquidated and delinquent debt owed to the District.

4.2 Contractor's Performance Warranties.

4.2.1 Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession;

4.2.2 The Services and each Deliverables delivered by Contractor pursuant to the Services will materially comply with any service descriptions, specifications, standards or requirements set forth in this Agreement;



EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #26-502

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4.2.3 Except as otherwise provided in this Agreement (including Section 5, Ownership of Work Product), Contractor shall transfer all Deliverables to District free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind; and

4.2.4 Except as otherwise set forth in this Agreement, any subcontractors performing work for Contractor under this Agreement have assigned all of their rights in the Deliverables to Contractor or District and no third party has any right, title or interest in any Deliverables supplied to District under this Agreement.

4.3 Warranties cumulative. The warranties set forth in Section 8 are in addition to, and not in lieu of, any other warranties set forth elsewhere in this Agreement.

4.4 Equipment, Tools, Materials, or Supplies.

4.4.1 Contractor shall supply, at Contractor's sole expense, all equipment, tools, materials, and/or supplies to accomplish the agreed upon services herein. Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

4.4.2 Any equipment owned by Eugene School District 4J intended for use by Contractor to perform the agreed upon services shall be specifically listed herein under Exhibit B "Scope of Work." Any District 4J-owned equipment not listed within Exhibit B "Scope of Work" is not intended for Contractor use and shall be considered unapproved under the terms of this Contract. Contractor shall be responsible for any loss, damage, or destruction of pre-approved District 4J-owned property, equipment, or materials in the event of negligence of the Contractor.

5. Ownership of Work Product.

5.1 Definitions. As used in this Section 5, and elsewhere in this Agreement, the following terms have the meanings set forth below:

5.1.1 "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Services.

5.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than District or Contractor.

5.1.3 "Work Product" means everything that is originally made, conceived, discovered, or reduced to practice by Contractor or Contractor's subcontractors or agents (either alone or with others) pursuant to this Agreement, including every invention, modification, discovery, design, development, customization, configuration, improvement, process, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection).

5.2 Original Works. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only. All Work Product created by Contractor pursuant to the Services, including derivative works and compilations of Work Product, and whether or not such Work Product is considered a work made for hire or an employment to invent, is the exclusive property of District. District and Contractor agree that such Work Product is "work made for hire" of which District is the author within the meaning of the United States Copyright Act. If for any reason the Work Product is not "work made for hire," Contractor hereby irrevocably assigns to District any and all of its rights, title, and interest in all Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon District's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in District. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

5.3 License in Contractor Intellectual Property. In the event that a Deliverables delivered by Contractor under this Agreement is or is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to District an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Deliverables, and to authorize others to do the same on District's behalf.

5.4 License in Third Party Intellectual Property. In the event that a Deliverables delivered by Contractor under this Agreement is or is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the District's behalf and in the name of the District an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Deliverables, and to authorize others to do the same on District's behalf.

5.5 No Rights. Except as expressly set forth in this Agreement, nothing in this Agreement may be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by District. Except as expressly set



EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #26-502

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AND A PURCHASING REPRESENTATIVE*

forth in this Agreement, nothing in this Agreement may be construed as granting to or conferring upon District any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

5.6 Marks. Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Agreement. Contractor agrees to follow District Policy KJ for Commercial Activities.

5.7 Competing Services. Subject to the provisions of this Section 9, and Contractor's obligations with respect to Confidential Information, including as defined in Section 10, nothing in this Agreement precludes or limits in any way the right of Contractor to: (i) provide services similar to those contemplated in this Agreement, or consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, Deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables delivered pursuant to this Agreement. Each party is free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Agreement free of any use restriction or payment obligation to the other.

6. Confidential Information.

6.1 Confidential Information. Contractor acknowledges that it and its employees, officers, directors, agents or subcontractors (collectively, "Contractor Staff") may, in the course of performing the Services under this Agreement, be exposed to or acquire information that is confidential to District or District's clients. Any and all information of any form (including but not limited to records, files, papers, materials, documents, and communications in written, verbal, oral and electronic form) that Contractor or any Contractor Staff may come into contact with or that is obtained by Contractor or Contractor Staff in the performance of this Agreement shall be considered for the purposes of this Agreement the confidential information of District ("Confidential Information"). Contractor shall, and shall cause Contractor Staff to treat any reports or other documents or items (including software) that result from the use of the Confidential Information in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by Contractor or Contractor Staff acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure; (ii) is furnished by District to others without restrictions similar to those imposed by this Agreement; (iii) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (iv) is obtained from a source other than District without the obligation of confidentiality, (v) is disclosed with the written consent of District, or; (vi) is independently developed by Contractor or Contractor Staff who can be shown to have had no access to the Confidential Information.

6.2 FERPA Re-Disclosure. Family Education Rights and Privacy Act ("FERPA") Prohibits the Re-Disclosure of Confidential Student Information: Except in very specific circumstances and as agreed in writing, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Agreement. Any re-disclosure of confidential student information must comply with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of District. If District grants permission, Contractor is solely responsible for compliance with the re-disclosure under 34 CFR §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Contractor in the performance of this Agreement must be used only for the purposes identified in this Agreement.

6.3 Security. Any disclosure or removal of any district matter or property by Contractor without the express written permission of District shall be cause for immediate termination of this agreement. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against district because of Contractor's willful or negligent release of information, documents, or property contained in or on district property. District hereby deems all information, documents, and property contained in or on district property privileged and confidential.

6.4 Non-Disclosure. Contractor shall hold, and shall cause Contractor Staff to hold, all Confidential Information in confidence, using the highest standard of care applicable, and shall not copy, reproduce, sell, assign, license, market, transfer, distribute, or otherwise dispose of, give, make available or disclose, in whole or in part, directly or indirectly, Confidential Information to third parties (other than its authorized subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services to District hereunder, and shall advise Contractor Staff of their obligations to keep Confidential Information confidential. Contractor shall assist District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise District immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and Contractor will at its expense cooperate with District in seeking injunctive or other equitable relief in the name of District or Contractor against any such person. Contractor shall not at any time during or after the term of this Agreement, except as directed by District, disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement. Upon expiration or termination of this Agreement or at District's request, Contractor shall deliver to District all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing and unless otherwise specified in this Agreement, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of performance of the Services.



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6.5 Confidentiality Policies. Contractor shall, upon District's request, provide its policies and procedures for safeguarding Confidential Information to District for District's review and consent. Such policies must address information conveyed in oral, written, and electronic format and include procedures for how Contractor will respond when a violation or possible violation occurs.

6.6 Injunctive Relief. Contractor acknowledges that breach of this Section 6, including disclosure of any Confidential Information, will cause irreparable injury to District that is inadequately compensable in damages. Accordingly, District may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of District and are reasonable in scope and content.

6.7 Publicity. Contractor agrees that it will not disclose the form, content or existence of this Agreement or any Deliverables in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with District, whether or not such disclosure, publicity or association implies an endorsement by District of Contractor's services, without the prior written consent of District.

7. Indemnity by Contractor.

7.1 Claims. Contractor shall defend, save, hold harmless, and indemnify District and its officers, employees, and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs (including attorneys' fees) and expenses (collectively, "Claims") of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Agreement, including but not limited to, unauthorized disclosure of Confidential Information, professional malfeasance, infringement of intellectual property rights, intentional, willful, or wanton wrongful acts, and acts outside the scope of Services set forth in this Agreement.

7.2 Legal Counsel. If Contractor is required to defend District or their officers, employees or agents under Section 7.1, then Contractor shall select legal counsel reasonably acceptable to District to act in the name of, or represent the interests of the District or their officers, employees and agents. Further, District may assume its own defense, including that of its officers, employees and agents, at any time when in the District's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the District or its officers, employees and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the District are served thereby. Contractor's obligation to pay for all costs and expenses includes those incurred by the District in assuming its own defense or that of its officers, employees, and agents under (i) and (ii) above.

7.3 Damages to District Property and Employees. Contractor is liable for all Claims for personal injury, including death, damage to real property and damage to tangible and intangible personal property of District or any of its employees, subcontractors or agents resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Agreement.

7.4 Oregon Tort Claims Act. District 4J agrees to be responsible for any damage or any third party liability which may arise from its responsibilities as related to services in the Agreement and subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 to .300, and the Oregon Constitution Article XI, Section 7, to the extent liability arising out of the negligence of District 4J. District 4J shall not be required to indemnify or defend Contractor for any liability arising out of the wrongful acts of employees or agents of Contractor.

7.5 CONTRACTOR IS NOT AUTHORIZED TO SETTLE OR COMPROMISE ANY CLAIM REFERENCED IN THIS SECTION WITHOUT THE EXPRESS WRITTEN CONSENT OF DISTRICT.

8. Limitation of Liabilities.

8.1 EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 6, OR (ii) SECTION 7, CONTRACTOR'S LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO ONE AND ONE HALF TIMES THE MAXIMUM-NOT-TO-EXCEED AMOUNT OF THIS CONTRACT.

8.2 EXCEPT FOR LIABILITY TO THIRD PERSONS ARISING OUT OF OR RELATED TO (i) SECTION 6, OR (ii) SECTION 7, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

9. Insurance. Contractor shall maintain insurance as set forth in Exhibit D.

10. Default; Remedies; Termination.

10.1 Default by Contractor. Contractor will be in default under this Agreement if:

10.1.1 Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or



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10.1.2 Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Agreement and Contractor has not obtained such license or certificate within 14 calendar days after District's notice or such longer period as District may specify in such notice; or

10.1.3 Contractor commits any material breach or default of any covenant, warranty, obligation, certification, or agreement under this Agreement, fails to perform the Services under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Services as to endanger Contractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after District's notice, or such longer period as District may specify in such notice; or

10.1.4 Contractor has liquidated and delinquent debt owed to the State of Oregon or any department or Agency of the State.

10.2 District's Remedies for Contractor's Default. In the event Contractor is in default under Section 10.1, District may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

10.2.1 Termination of this Agreement under Section 10.6.2; or

10.2.2 Withholding all monies due for Services and Deliverables that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively; or

10.2.3 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or

10.2.4 Exercise of its right of setoff, and withholding of amounts otherwise due and owing to Contractor, without penalty; or

10.2.5 Undertaking collection by administrative offset, or garnishment if applicable, of all monies due for Services and Deliverables to recover liquidated and delinquent debt owed to the District. Offsets or garnishment may be initiated after the Contractor has been given notice if required by law.

10.3 Remedies Cumulative. The remedies set forth in Section 10.2 are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 10.1, then Contractor will be entitled to the same remedies as if this Agreement was terminated pursuant to Section 10.6.1.

10.4 Default by District. District will be in default under this Agreement if:

10.4.1 District fails to pay Contractor any amount pursuant to the terms of this Agreement, and District fails to cure such failure within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

10.4.2 District commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

10.5 Contractor's Remedies. In the event District terminates this Agreement under Section 10.6.1, or is in default under Section 10.4, and whether or not Contractor elects to exercise its right to terminate the Agreement under Section 10.6.3, Contractor's sole monetary remedy will be (i) with respect to Services compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Agreement but not yet invoiced and authorized expenses incurred and interest, subject to ORS 293.462, and (ii) with respect to Deliverables-based Services, a claim for the sum designated for completing the Deliverables multiplied by the percentage of Services completed and accepted by District, less previous amounts paid and any claim(s) that District has against Contractor. In no event will District be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 10.5, Contractor shall pay immediately any excess to District upon written demand.

10.6 Termination.

10.6.1 District's Right to Terminate at its Discretion. District may terminate this Agreement:

10.6.1.1 Upon 30 calendar days' prior written notice by District to Contractor;

10.6.1.2 Immediately upon written notice by District to Contractor if District fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Services or Work Products; or

10.6.1.3 Immediately upon written notice by District to Contractor if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the District's purchase of the Services or Work Products under this Agreement is prohibited or District is prohibited from paying for such Services or Work Products from the planned funding source.



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10.6.1.4 District reserves the right to terminate or otherwise suspend this Agreement if District's Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due to Contractor under this Agreement, subject to a prorated adjustment for reduction in services or need for goods during the furlough.

10.6.2 District's Right to Terminate for Cause. In addition to any other rights and remedies District may have under this Agreement, District may terminate this Agreement immediately upon written notice by District to Contractor, or at such later date as District may establish in such notice, if Contractor is in default under Section 10.1.

10.6.3 Contractor's Right to Terminate for Cause. Contractor may terminate this Agreement immediately upon written notice to District, or at such later date as Contractor may establish in such notice, if District is in default under Section 10.4.

10.7 Return of Property. Upon termination of this Agreement for any reason whatsoever, Contractor shall immediately deliver to District all of District's property (including without limitation any Services or Work Products for which District has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such District property is expressed or embodied at that time.

10.8 Effect of Termination. Upon receiving a notice of termination of this Agreement, Contractor shall immediately cease all activities under this Agreement, unless District expressly directs otherwise in such notice of termination. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research or objects or other tangible things needed to complete the Services and the Deliverables.

11. Compliance with Law.

11.1 Compliance with Law Generally. Contractor shall comply, and cause all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement and the performance of the Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Title V and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) Section 188 of the Workforce Investment Act (WIA) of 1998, as amended; (ix) ORS Chapter 659, as amended; (x) all regulations and administrative rules established pursuant to the foregoing laws; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. District's performance under the Agreement is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

11.2 Compliance with Oregon Tax Laws.

11.2.1 Contractor shall, throughout the duration of this Agreement, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes the tax laws described in Section 4.1.5.1 through 4.1.5.4.

11.2.2 Any violation of Section 11.2.1 constitutes a material breach of this Agreement. Further, any violation of Contractor's warranty in Section 4.1.5 of this Agreement that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also constitutes a material breach of this Agreement. Any violation entitles District to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

11.2.2.1 Termination of this Agreement, in whole or in part;

11.2.2.2 Exercise of the right of setoff, or garnishment if applicable, and withholding of amounts otherwise due and owing to Contractor without penalty; and

11.2.2.3 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District is entitled to recover any and all damages suffered as the result of Contractor's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.



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11.2.2.4 These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

11.3 Compliance with Federal Law. Contractor shall comply with all applicable federal laws, including, without limitation, those set forth in Exhibit E, which is attached and incorporated into this Agreement by this reference.

11.4 Pay Equity. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles District to terminate this Agreement for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

12. Governing Law; Venue and Jurisdiction.

12.1 Governing Law. The laws of the State of Oregon shall govern as to the interpretations, validity, and effect of this Contractor without giving effect to conflict of law provisions thereof. Any claim, action, or suit between District 4J and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States Court for the District of Oregon.

12.2 Venue and Jurisdiction. Any claim, action, suit or proceeding between District and Contractor that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event may this section be construed as (i) a waiver by the District of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim, action, suit or proceeding, or (ii) consent by the District to the jurisdiction of any court.

13. Miscellaneous Provisions.

13.1 Records Maintenance; Access. Contractor shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Agreement ("Records") in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that District and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other Records that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such financial records and other Records for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

13.2 Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform the Services under this Agreement in the State of Oregon prior to entering into this Agreement.

13.3 Force Majeure. Neither District nor Contractor may be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of District or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

13.4 Survival. All rights and obligations cease upon termination or expiration of this Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Agreement, including without limitation this Section 13.4, and provisions regarding Agreement definitions, warranties and liabilities, independent Contractor status and taxes and withholding, maximum compensation, Contractor's duties of confidentiality, ownership and license of intellectual property and Deliverables, confidentiality and non-disclosure, Contractor's representations and warranties, control of defense and settlement, remedies, return of District property, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

13.5 Time is of the Essence. Contractor agrees that time is of the essence under this Agreement.



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13.6 Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or District at the email address, postal address or telephone number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 13.6. Any communication or notice so addressed and mailed is effective five business days after mailing. Any communication or notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against District, any notice transmitted by facsimile must be confirmed by telephone notice to District's Agreement Administrator. Any communication or notice given by personal delivery is effective when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.

13.7 No Third Party Beneficiaries. District and Contractor are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

13.8 Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

13.9 Merger Clause; Waiver. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind the parties unless in writing and signed by both parties and all necessary District approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of District to enforce any provision of this Agreement in one instance will not constitute a waiver by District of its right to enforce that or any other provision.

13.10 Amendments. District may amend this Agreement to the extent permitted by applicable statutes and administrative rules. No amendment to this Agreement is effective unless it is in writing signed by the parties, and has been approved as required by applicable law.

13.11 Counterparts. This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

13.12 Oregon False Claims Act. Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Agreement, including the procurement process relating to this Agreement, that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the District under this Agreement or any other provision of law.

13.13 Certifications. The individual signing on behalf of Contractor hereby:

13.13.1 Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, that Contractor is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, Contractor faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor tax identification numbers are true and accurate;

13.13.2 Certifies that, to the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;



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13.13.3 Certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the Agreement, to maintain the policy and practice in force during the entire Agreement term.

13.13.4 Certifies that the information provided on the W9, is true and correct as of the Effective Date; and

13.13.5 Certifies that Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.

14. Compensation.

14.1 Payments. District will make no payment until this Agreement is fully executed by the authorized representative of both parties. Payments, including interim payments, will be made only for completed and accepted Deliverables and Services, and will be made in accordance with the payment schedule and requirements set forth in Exhibit B.

14.2 Invoices. Contractor shall submit invoices in accordance with the payment schedule set forth in the Statement of Work. Invoices must describe all Services performed with particularity, including the dates Contractor performed the Services for which it is requesting payment. Invoices shall itemize and explain all expenses that this Agreement requires District to pay and for which Contractor claims reimbursement.

14.3 Expenses. District will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in the Statement Work or elsewhere in this Agreement. Unless specifically stated and agreed, all travel-related expenses will be reimbursed at actual cost and not to exceed the GSA Per Diem Rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates>).

14.4 Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Agreement without undue delays or additional cost to District.

14.5 Funds Available and Authorized. District believes it has sufficient funds currently available and authorized for expenditure to make payments under this Agreement within District's annual budget. Contractor understands and agrees that District's payments under this Agreement are contingent on District receiving appropriations, limitations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Agreement extends into District's next fiscal year, District's obligation to pay for such work shall be subject to approval of future District budget appropriations to fund this Agreement. Moreover, continuation of this Agreement at specified levels is specifically conditioned on adequate funding under the District's budget adopted annually. District reserves the right to adjust the level of services provided for in this Agreement in accordance with funding levels adopted by the Board.



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EXHIBIT B SCOPE OF WORK

1. Scope of Services.

Contractor shall provide the services, deliverables, materials, and support described in Contractor's proposal submitted in response to District's Request for Proposals ("RFP") titled **RFP #26-502 "Produce Products"**, dated June 22, 2026 ("Contractor's Proposal"), which proposal was selected by District as the successful response to the RFP. Contractor's Proposal, including the scope of services, service requirements, assumptions, staffing commitments, deliverables, performance standards, and pricing, is incorporated into and made a part of this Agreement by this reference.

Contractor shall perform all services in accordance with the requirements of the RFP, Contractor's Proposal, and this Agreement. Contractor shall furnish all labor, supervision, equipment, materials, supplies, licenses, permits, and other resources necessary to satisfactorily complete the services described herein unless otherwise expressly stated in this Agreement.

Contractor acknowledges that its Proposal represents its commitment to provide the services described therein and that all representations, qualifications, warranties, and commitments made by Contractor in its Proposal are material terms of this Agreement.

2. Contract Pricing.

District shall compensate Contractor in accordance with the pricing and payment terms identified in Contractor's Proposal. Contractor's pricing shall remain firm and shall include all costs necessary for Contractor to perform the services required under this Agreement, except as otherwise expressly authorized by a written amendment executed by both Parties.

3. Incorporation and Order of Precedence.

The Parties acknowledge that Contractor's Proposal was submitted in response to District's RFP and was relied upon by District in selecting Contractor for award. The following documents are incorporated into this Agreement and shall be interpreted together as part of the Parties' agreement:

1. This Agreement, including all amendments and exhibits;
2. District's RFP and all issued addenda;
3. Contractor's Proposal, including pricing and supporting documentation.

In the event of a conflict between documents, the order of precedence listed above shall control, with the terms of this Agreement prevailing over the RFP and Contractor's Proposal.

4. Changes to Scope of Work.

Any modification, addition, deletion, or change to the services, deliverables, pricing, or other obligations described in this Agreement shall require a written amendment or change order executed by authorized representatives of both Parties.



EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #26-502

THIS AGREEMENT SHALL BE BINDING ON THE DISTRICT ONLY IF SIGNED BY AUTHORIZED DESIGNEE
AND A PURCHASING REPRESENTATIVE

EXHIBIT C INSURANCE REQUIREMENTS

Full insurance requirements, specifications, and definitions can be found at www.4j.lane.edu and are incorporated by this reference and made a part of this contract.

Contractor shall obtain at Contractor's expense the insurance specified in this Attachment C: Insurance Requirements prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply.

EQUIPMENT AND MATERIAL

The CONTRACTOR shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.

COMMERCIAL GENERAL LIABILITY

☒ Required ☐ Not Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the District. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

☒ Required ☐ Not Required

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

☒ Required ☐ Not Required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claim made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

☐ Required ☒ Not Required

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$2,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.



EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #26-502

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EXHIBIT D FINGERPRINTING AND BACKGROUND CHECK REQUIREMENTS

Unsupervised Contact with Students; Background and Criminal Records Checks. This term is required and may not be removed from a district contract. Oregon law requires that any person employed as or by a contractor into a position having direct, unsupervised contact with students are subject to fingerprinting and criminal records checks required by law. (OAR 581-021-0511). Contractor agrees to comply with District's policy regarding criminal records checks for all Contractors and Contractors' employees who will be providing services to District.

"Direct unsupervised contact with students" means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision by a district staff member. (OAR 581-021-0510).

Choose One: (for determination by District only)

- ☐ Contractor and its employees will have no direct, unsupervised contact with District students in the performance of this Contract. "Direct, unsupervised contact with students" means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision. (OAR 581-021-0510).
- Contractor shall ensure that its employees shall have no such contact and are aware of this requirement.
 - Contractor shall require and ensure that Contractor, and its employees, shall remove themselves immediately from any situation involving direct, unsupervised contact with District students.
 - Should Contractor be unable to implement plans that ensure that none of its employees will have direct, unsupervised contact with students, Contractor shall immediately notify the District and submit to a background check before starting any work that could result in such contact.
 - A violation of this provision is grounds for immediate termination of the Contract.
- ☒ Contractor, and its employees, may or will have direct, unsupervised contact with District students in the performance of this Contract. "Direct, unsupervised contact with students" means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision by district staff. (OAR 581-021-0510). As such, any employee of the Contractor who performs services under this agreement must undergo a fingerprint-based background check immediately following acceptance of this Contract and before beginning work under this Contract.
- Contractor authorizes District to conduct a criminal background check including a fingerprint-based criminal background check of any employees who may or will have direct unsupervised contact with students. Contractor shall cause such individuals to authorize District and ODE to conduct these background checks.
 - Contractor shall pay all fees assessed by District or Oregon Department of Education (ODE) for processing the criminal background checks, and authorizes District to deduct the cost of such fees from a payment to Contractor under this Agreement unless Contractor elects to pay such fees directly.
 - Contractor will not permit an employee of Contractor to begin work under this Contract until the employee has submitted to fingerprinting and criminal records checking. Contractor may begin performance under this Contract on a probationary basis pending the return of the criminal records checks. Any action resulting from those checks may be appealed as a contested case to ODE.
 - Contractor or an employee of a contractor will be terminated from contract status upon:
 - (1) Refusing to consent to a criminal records check and fingerprinting;
 - (2) Notification from ODE that the individual has a conviction of a crime listed in ORS 342.143 or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number; or
 - (3) Notification from ODE that the individual has knowingly made a false statement as to the conviction of any crime.

Instructions:

Contractor will follow the instructions provided on the district website. Use link below to view requirements and access instructions to background check application process. Select "Click here to begin Step 1 of the initial background check process." All questions pertaining to Contractor must be answered. Failure to provide this information will result in the denial of your application. When entering personal information please indicate "Purchasing" when asked for the 4J staff member associated with the contract.

https://4i.lane.edu/58767_3

_____ I acknowledge notification of this requirement



EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #26-502

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EXHIBIT E FEDERAL TERMS AND CONDITIONS

When specified below that District's payments to Contractor under this Agreement will be paid in whole or in part by funds received by District from the U.S. Federal Government, then Contractor, by signing this Agreement, certifies that neither it nor its employees or subcontractors who will perform the Services are not currently employed by a District or department of the federal government.

Payments ☐ **Will** OR ☐ **Will not** be made in whole or in part with federal funds

If above indicates payment with federal funds, then District has determined that:

☐ Contractor is a sub-recipient ☐ Contractor is a vendor

(CFDA) #(s) of federal funds to be paid through this Agreement: _____

The following terms apply to the Agreement because federal funds under _____ will be used to pay for at least part of the project. If any term in this Exhibit conflicts with any term in the body of the Agreement, this Exhibit will control.

1. **Remedies.** In addition to the remedies explicitly set forth in the body of the Agreement, District may exercise all rights or remedies available at law, in equity, or otherwise in the event of any breach by Contractor.
2. **Termination.** District may terminate the Agreement for cause or for convenience as set forth in the body of the Agreement.
3. **Nondiscrimination; Equal Employment Opportunity.** If the Agreement involves "construction work" as defined in 41 CFR Part 60-1.3, then Contractor must:
 - 3.1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor must take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This action includes but is not limited to the following:
 - 3.1.1. Employment, upgrading, demotion, or transfer;
 - 3.1.2. Recruitment or recruitment advertising;
 - 3.1.3. Layoff or termination;
 - 3.1.4. Rates of pay or other forms of compensation; and
 - 3.1.5. Selection for training, including apprenticeship.
 - Contractor must post in conspicuous places that are accessible by employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause;
 - 3.2. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;
 - 3.3. Not discharge or in any other manner discriminate against any employee or applicant for employment because the employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision, however, does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of the employee's essential job functions discloses the compensation of other employees or applicants to individuals who do not otherwise have access to the information, unless the disclosure is in response to a formal complaint or charge and in furtherance of an



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- investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish this information;
- 3.4. Send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding a notice advising the labor union or workers' representatives of Contractor's commitments under this Section 3.4. Contractor must post copies of the notice in conspicuous places that are accessible by employees and applicants for employment;
- 3.5. Comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, or relevant orders of the Secretary of Labor, and furnish all information or reports required by or pursuant to them. Contractor must also permit access to its books, records, or accounts by the administering agency and the Secretary of Labor for purposes of ascertaining compliance with these rules, regulations, or orders; and
- 3.6. Include the requirements of this Section 3 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that these requirements will be binding on each subcontractor or vendor. Contractor must take any action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing these requirements, including sanctions for noncompliance. If Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of direction by the administering agency, Contractor may request that the United States enter into the litigation to protect the interests of the United States. In the event that Contractor does not comply with any nondiscrimination clause under this Exhibit or the Agreement, District may cancel, terminate, or suspend the Agreement in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Additional sanctions may be imposed and remedies invoked as provided in that executive order; by rule, regulation, or order of the Secretary of Labor; or as otherwise provided by law.
4. ☐ **Prevailing Wages.** CHECK THE BOX ONLY IF THE FEDERAL PROGRAM LEGISLATION REQUIRES COMPLIANCE WITH THE DAVIS-BACON ACT
If the Agreement is for a prime construction Agreement for more than \$2,000, then Contractor must comply with the Davis-Bacon Act (40 USC §§ 3141 to 3148), as supplemented by 29 CFR Part 5. These requirements include but are not limited to:
- 4.1. Paying prevailing wages to laborers and mechanics in accordance with wage determinations made by the Secretary of Labor;
- 4.2. Paying wages at least once every week; and
- 4.3. Complying with the Copeland "Anti-Kickback" Act (40 USC § 3145), as supplemented by the regulations set forth in 29 CFR Part 3, which prohibits Contractor from inducing any person employed on the construction work to give up any compensation to which that employee is entitled.
- 4.4. ☐ [CHECK THE BOX ONLY IF THE AGREEMENT IS ALSO SUBJECT TO OREGON PREVAILING WAGES] Payment of State of Oregon prevailing wages under ORS 279C.800 to .870 is also required under this Agreement. Contractor shall pay the higher of the applicable state or federal prevailing rate of wage as provided in the body of the Agreement.
5. **Overtime Pay; Safety.** If the Agreement involves employment of mechanics or laborers and is for more than \$100,000, then Contractor must comply with 40 USC §§ 3702 and 3704, as supplemented by 29 CFR Part 5. These requirements include but are not limited to:
- 5.1. Paying each laborer or mechanic one and a half times the basic rate of pay for all hours that the laborer or mechanic works in excess of 40 hours in any one week; and
- 5.2. Not requiring any mechanic or laborer to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.
6. **Rights to Inventions.** If the Agreement is a "funding agreement" as defined under 37 CFR § 401.2 and the recipient or subrecipient wishes to enter into a Agreement with a small business firm or nonprofit organization



EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #26-502

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regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the funding agreement, then the funding recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any additional implementing regulations.

7. **Environmental Compliance.** If the Agreement is for more than \$150,000, then the parties must comply with the Clean Air Act (42 USC §§ 7401 to 7671q) and the Federal Water Pollution Control Act (33 USC §§ 1251 to 1387), including all applicable standards, orders, or regulations issued under these Acts.
8. **Prohibited Agreement Awards.** In accordance with 2 CFR Part 180, no Agreement relating to the Agreement may be made with any party included on the list of government-wide exclusions in the System for Award Management.
9. **Anti-Lobbying.** If the Agreement is for more than \$100,000, any contractor that applies or bids for an award relating to the Agreement must file the certification required by 31 USC § 1352, certifying that the contractor has not and will not appropriate federal funds to pay any person or organization influencing or attempting to influence an officer or employees of the federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a Agreement, grant, or other award covered by 31 USC § 1352 involving federal funds. The contractor must also disclose any lobbying with nonfederal funds that takes place in connection with obtaining an award of federal funds.
10. **Procurement of Recovered Materials.** The parties must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include but are not limited to:
 - 10.1. If the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, procuring only items designated in 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition;
 - 10.2. Procuring solid waste management services in a manner that maximizes energy and resource recovery; and
 - 10.3. Establishing an affirmative procurement program for procurement of recovered materials identified in Environmental Agency guidelines.



ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting:

August 19, 2026

Title:

Approve the DRAFT Board Meeting Minutes for:

- August 5, 2026 Board Planning Meeting

Background:

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

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

Date: August 5, 2026

The Board of Directors (BOD) of School District No. 4J, Lane County, Eugene, Oregon, held a planning meeting at 4:30 p.m. via live-stream and broadcast on KRVM. Notice of the meeting was emailed to the media and posted on the 4J website on July 31, 2026.

ROLL CALL

BOARD MEMBERS PRESENT:

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

ABSENT:

None

STAFF:

Miriam Mickelson, Superintendent
Jackie Garcia Villa, Executive Assistant to the Assistant Superintendent for Administrative Services
Lisa Fjordbeck, Operations Manager for the Superintendent's Office

OTHER GUESTS:

None

EMPLOYEE ASSOCIATIONS:

Jamie Meyers, Eugene Education Association (EEA) President

MEDIA:

KRVM

I. CALL PLANNING MEETING TO ORDER, ROLL CALL, AND LAND ACKNOWLEDGMENT

Chair Thessen called the planning meeting of the Eugene School District 4J Board of Directors (BOD) to order at 4:30 p.m. She said the names of the members present and read a land acknowledgement statement.

II. BOARD CHAIR WELCOME

Chair Thessen welcomed attendees to the planning meeting. She highlighted updated components of the regular meeting agenda, specifically the “Hearing of the Public” and “Good of the Order” sections.

She brought attention to committee assignments and asked Board members to identify the committees they wish to serve on by the end of the planning meeting.

III. AGENDA APPROVAL

The agenda was approved as presented.

IV. BOARD PLANNING AGENDA TOPICS FOR 2026-2027

1. Team/Relationship Building

Vice Chair Rabasa engaged the Board in a series of team building activities throughout the planning session, including a Sources of Strength ball toss, a coloring sheet, and a yarn puzzle game.

2. Review and Provide Status Updates to June 2026 Planning Work Session

Chair Thessen reviewed decisions from the previous planning meeting:

- 6:00 p.m. meeting start time will not change
- Alternating regular meetings and work sessions will not change
- Staff presentations will be limited to 10 minutes to allow for more questions and discussion time (Board members are to read materials ahead of time)
- Confirmed a desire for flexibility around Board members sitting at the dais versus on the floor
- Confirmed keeping Board member remarks on the meeting agenda
- Added a “Good of the Order” section to the meeting agenda
- Confirmed allowing 10 speakers during Hearing of the Public at work sessions
- Confirmed allowing public comment related to topics not listed on the meeting agenda
- Agreed to continue having the rolling agenda accessible to all Board members

3. Review and set Board Goals

Chair Thessen engaged the Board in reviewing Board Goals.

- Superintendent Priorities / 4J Focus for 2026-2027 and beyond
- Board Goals:
 1. *The board will actively support the Superintendent’s entry plan and strategic planning process, providing input, feedback, and collaboration as appropriate to advance district goals.*
 2. *Each board member will actively engage in ongoing professional learning to enhance governance effectiveness and understanding of district priorities.*

3. *Board members will intentionally participate in school and program visits, as well as community events, to gain a deeper understanding of district operations and student needs.*

4. *The board will conduct an annual self-assessment to evaluate its own governance effectiveness, communication, and alignment with district priorities.*

Ms. Newman suggested that the self-assessment be conducted at the beginning of the school year.

Vice Chair Rabasa recommended making Goal #1 shorter, as in: *The board will actively support the Superintendent.*

Mr. Hamilton expressed that Goal #1 is a given; he suggested the goal be more specific.

Ms. Newman proposed incorporating a goal about stabilizing district resources and budget.

Board members discussed potentially revisiting their previously stated goals for the district. They discussed opportunities to engage in professional learning, including book and podcast sharing.

Chair Thessen said final Board Goals will be presented and approved at a future meeting; Goals #2, #3, and #4 will be maintained and Goal #1 will be revised.

Ms. Newman suggested language for Goal #1: *The Board will actively support the Superintendent's plan, Focus 4J.*

Mr. Di Liberto recommended more detail, incorporating the focus areas themselves.

Vice Chair Rabasa mentioned the possibility of presenting two options for Goal #1 at a future meeting.

Superintendent Mickelson presented the following draft priorities for the 2026-27 school year:

Focus 4J: Strategic Framework for 2026-27 and Beyond

**Finer details were provided in the PowerPoint slide*

1. **Every Student Attends**

Focus: Regular Attendance

2. **Every Student Learns**

Focus: Literacy, Inclusive Practices, and Student Wellbeing

3. **Every Student Graduates**

Focus: Graduation/Completion Rate

- **Goal Post: 90x30**
90% graduation rate by 2030

Citing large budget reductions during the previous school year, Superintendent Mickelson said her focus is on continuity and simplifying expectations. She outlined three foundational pillars guiding the strategic framework: culture and belonging, community engagement, and fiscal sustainability.

Several Board members voiced approval of the Focus 4J strategic framework.

Ms. Newman recommended that the district goals and strategic framework be aligned and presented on the district website.

4. Review and Revise Board Working Agreements

Vice Chair Rabasa engaged the Board in reviewing and revising the Board Working Agreements. She oriented them to supporting documents, including Guiding Beliefs and Values, Policy BBF, and an outline of four proposals.

Board Working Agreements:

- Roles, Responsibilities, and Relationships
- How We Operate and Make Decisions
- How We Communicate
- Governing Law and Policy Document

Vice Chair Rabasa presented the four proposals to guide potentially revising the Board Working Agreements.

**Finer details were provided in the handout*

1. Shake Things Up – Review, Revise, and Approve Guiding Beliefs and Values; craft two versions/documents for training; craft a collection of affirmative statements
2. Maintain Status Quo
3. Deep Dive
4. Adopt one of OSBA's Working Agreements

Mr. Di Liberto cautioned against complicating the Board Working Agreements, he recommended condensing the content, stating that the existing Working Agreements are unwieldy.

Ms. Newman expressed favor for Proposal #2.

Vice Chair Rabasa provided further reasonings and context for Proposal #1, including the need to more easily access pertinent information.

Chair Thessen paused the planning meeting at 5:54 p.m. The planning meeting will resume once the regular meeting concludes.

Chair Thessen resumed the planning meeting at 8:03 p.m.

There was consensus to reject Proposals #3 and #4.

Vice Chair Rabasa summarized components of Proposal #1. She reemphasized accessing information more readily and linking relevant policies.

Board members provided their individual feedback about Proposal #1.

Superintendent Mickelson recommended that the document live on the district website on the BOD page.

Ms. Jonak suggested a Board Manual with hyperlinks and a separate Working Agreements document. She recommended incorporating information related to how the Board Chair should handle complaints/investigations.

Ms. Newman suggested including how to get topics on Board agendas.

Vice Chair Rabasa concluded that Board members are in favor of Proposal #1 – creating a Board Manual and generating statements of affirmation.

Board members agreed.

V. ADJOURN PLANNING MEETING

Chair Thessen adjourned the planning meeting at 8:35 p.m.

Miriam Mickelson, Superintendent

Ericka Thessen, Chair

Recorded by Terah Van Dusen, Lane Council of Governments (LCOG)

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

Date: August 5, 2026

The Board of Directors (BOD) of School District No. 4J, Lane County, Eugene, Oregon, held a regular meeting at 6:00 p.m. via live-stream and broadcast on KRVM. Notice of the meeting was emailed to the media and posted on the 4J website on July 31, 2026.

ROLL CALL

BOARD MEMBERS PRESENT:

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

ABSENT:

None

STAFF:

Miriam Mickelson, Superintendent
Carmen Xiomara Urbina, Chief of Staff
Bob Blyth, Director of Finance
Kate Marrone, Director of Human Services
Kelly McIver, Director of Communications
Steve Schininger, Network Services Manager
Brooke Wagner, Assistant Superintendent for Administrative Services
Jackie Garcia Villa, Executive Assistant to the Assistant Superintendent for Administrative Services
Lisa Fjordbeck, Operations Manager for the Superintendent's Office

STUDENT REPRESENTATIVES:

None

OTHER GUESTS:

None

EMPLOYEE ASSOCIATIONS:

Jamie Myers, Eugene Education Association (EEA) President

MEDIA:

KRVM

I. CALL TO ORDER, ROLL CALL, AND LAND ACKNOWLEDMENT

Chair Thessen called the Eugene School District 4J Board of Director's (BOD) regular meeting to order at 6:03 p.m.

II. BOARD CHAIR WELCOME

Chair Thessen welcomed attendees to the regular meeting. She highlighted updated components of the meeting agenda, specifically the "Hearing of the Public" and "Good of the Order" sections.

III. AGENDA APPROVAL

There were no changes to the agenda.

IV. INTRODUCTION OF GUESTS AND SUPERINTENDENT'S REPORT

Superintendent Miriam Mickelson acknowledged summer program educators and facilities, grounds, maintenance, and technology staff for their work and dedication.

V. HEARING OF THE PUBLIC

There were no individuals present to provide public comment.

VI. COMMENTS BY EMPLOYEE GROUPS

Eugene Education Association (EEA) President Jamie Myers highlighted concerns about the ability to provide support with fewer educators this school year.

She offered the following data about district professionals:

- Approximately 80 EEA members who were laid off last spring remain on the recall list, most without a placement
- Approximately 160 members were reassigned to new positions
- Approximately 28 members completed voluntary transfers

Ms. Myers suggested focusing energy where it matters most and said that building trust, relationships, and community will take time.

VII. CONSENT GROUP – ITEMS FOR ACTION

1. APPROVE THE DRAFT BOARD MEETING MINUTES FOR: JUNE 17, 2026 – SPECIAL BOARD MEETING, JUNE 22, 2026 – BOARD WORK SESSION PLANNING MEETING

There was no discussion.

2. BOND PROJECT – GILHAM HVAC IMPROVEMENTS

There was no discussion.

3. APPROVE THE AMENDMENT OF ARTICLE 22 OF THE COLLECTIVE BARGAINING AGREEMENT WITH OREGON SCHOOL EMPLOYEE

ASSOCIATION (OSEA) CHAPTER 1

There was no discussion.

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

VIII. ITEMS FOR INFORMATION

There were none.

IX. ITEMS FOR ACTION

1. BOARD WORKFORCE NEGOTIATIONS AD HOC COMMITTEE MEMBERSHIP EXPANSION

Ms. Newman presented information related to Board Workforce Negotiations Ad Hoc Committee Membership Expansion alongside a handout. In addition to the superintendent, the following three Board members are assigned to the Committee: Vice Chair Rabasa, Ms. Newman, and Mr. Di Liberto. The Committee held a meeting on Tuesday, July 14, 2026.

She shared the purpose statement: *The Ad Hoc Workforce Committee is established to conduct a collaborative review of the district's recent collective bargaining experiences. By analyzing what worked well and what presented obstacles over the last negotiation cycle for each employee group, the Committee will evaluate our current approach and recommend an optimized process and structure for future negotiations to the full School Board.*

Ms. Newman said the Committee is recommending revising their policy to expand committee membership to include members of each employee group. She brought attention to Committee Core Members: Board Representatives, Management Leadership, and Labor/Employee Leadership who was part of the bargaining team (representatives from employee groups – EAST, OSEA, EEA, and MAPS).

In response to a question posed by Ms. Munro, Ms. Newman indicated that they are recommending including two members from each employee group.

Ms. Munro noted the likelihood for a weighted voting body.

Vice Chair Rabasa stated that the expectation is for committee members to reach consensus.

Ms. Newman provided further context, including that the BOD will be the body voting on recommendations.

Mr. Di Liberto expressed favor for the recommendation, highlighting the potential for greater representation of voices.

Ms. Jonak said having insights from employee groups feels invaluable to her, especially ahead of a bargaining cycle.

Vice Chair Rabasa pointed out that minus the MAPS employee groups, there would be six representatives from the labor side of negotiations and six representatives from management.

Ms. Newman said the first meeting of the Board Workforce Negotiations Ad Hoc Committee is scheduled for Monday, August 17, 2026.

MOTION: Vice Chair Rabasa moved to approve having the membership of the Board Workforce Negotiations Ad Hoc Committee being made up of three Board representatives, the superintendent, two representatives of management leadership, and two representatives of each employee group – EAST, OSEA, EEA, and MAPS. Ms. Jonak seconded. **The motion passed 6:1:0; Chair Thessen, Vice Chair Rabasa, Ms. Jonak, Ms. Newman, Mr. Di Liberto, and Mr. Hamilton voting in favor; Ms. Munro voting against.**

2. INFORMAL MEETINGS BETWEEN BOARD MEMBERS AND EMPLOYEE GROUPS

Chair Thessen engaged the Board in a discussion about Informal Meetings Between Board Members and Employee Groups.

Ms. Jonak expressed a strong desire to hold meetings while honoring employee group needs.

Ms. Munro pointed out that in previous meetings, topics were directed toward the superintendent and not the Board; thus, having the superintendent present at meetings is helpful.

Mr. Di Liberto expressed favor for holding informal meetings between Board members and employee groups.

Superintendent Mickelson stated a preference for participating in conversations and provided her reasonings.

Chair Thessen invited EEA President Ms. Myers to share her perspective.

Ms. Myers provided historical context, including that EEA members expressed that in years when former superintendents were involved, the meetings felt not productive but repetitive. She noted that previous configurations of the meeting did not include the

superintendent. She clarified that EEA is not currently opposed to including the superintendent, if desired.

Ms. Jonak suggested considering a rotating Board membership.

Vice Chair Rabasa countered Ms. Jonak's statement by pointing out that employee groups expressed they did not prefer rotating Board membership.

Ms. Jonak agreed about honoring employee group preferences.

Ms. Newman recommended that other Board members find ways to build relationships with employee groups.

There was discussion about how to disseminate information from the Board Workforce Negotiations Ad Hoc Committee to the Board.

Superintendent Mickelson recommended including an FYI in the weekly superintendent memorandum to the BOD.

Board members expressed no objections to Board Workforce Negotiations Ad Hoc Committee membership expansion.

X. EXECUTIVE SESSION

The Board will convene in Executive Session to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

The BOD convened for Executive Session at 6:52 p.m.

The BOD resumed the regular meeting at 7:44 p.m.

XI. ITEMS FOR ACTION AT A FUTURE MEETING

1. BOARD MEETING AGENDA PLANNING

Chair Thessen raised the topic of having a rotating Board member at agenda planning meetings. She reported that Oregon Government Ethics Commission (OGE) confirmed that if agenda planning meetings, and any related communications, do not expand beyond three Board members they would not involve a quorum nor be in violation of Oregon Public Meetings Law.

Superintendent Mickelson added that most often the agenda setting is straightforward and often set by requirements.

2. EUGENE SCHOOL DISTRICT 4J ORGANIZATIONAL CHART

Superintendent Mickelson described components of the 2026-27 4J Organizational Chart. The chart reflects the executive leadership budget reductions presented to the Board last school year. She said once approved by the BOD a version of the chart will be published

on the district website. She described the role of the Superintendent's Cabinet.

XII. BOARD COMMITTEE REPORT

Ms. Newman provided a report from the Legislative Committee. Ms. Newman was appointed as Chair. At their first meeting, the Committee discussed goals, which will be presented to the Board in the near future. She said the time and date for the Legislative Breakfast is still pending.

XIII. CONSIDER BOARD REQUESTS FOR AGENDA ITEMS OR INFORMATION/SUGGESTIONS BY THE BOARD FOR CONSIDERATION OF ITEMS AT A FUTURE MEETING

Ms. Munro requested information about policies related to potential wildfire smoke and/or heat impacting sports activities, outdoor facilities projects, and classroom safety.

Chair Thessen agreed; additionally, she requested information pertinent to district schools which may be designated safe spaces.

Superintendent Mickelson said she will follow up with the information in a Friday memo.

XIV. FOR THE GOOD OF THE ORDER

Chair Thessen shared that signups for Project Hope open mid-August. She directed families to their website.

Staff confirmed that they can put the information on the district website.

Chair Thessen paused the regular meeting and resumed the planning meeting at 8:03 p.m.

XV. ADJOURN

Chair Thessen adjourned the regular meeting at 8:35 p.m.

Miriam Mickelson, Superintendent

Ericka Thessen, Chair

Recorded by Terah Van Dusen, Lane Council of Governments (LCOG)



ITEM FOR INFORMATION

Date of Meeting

August 19, 2026

Title

Receive Board Committee Assignments

Presenters

Ericka Thessen, Board Chair

Background

Annually, the Board Chair, in consultation with the Board directors, appoints Board committees for specific purposes or assignments. Committees serve until their assigned work is completed.



ITEM FOR ACTION (Second Read)

Date of Meeting:

August 19, 2026

Title:

Approve Eugene School District 4J Organizational Chart

Presenter:

Miriam Mickelson, Superintendent

Background:

Eugene School District 4J is a complex, multitiered organization that employs more than 2,000 individuals and serves close to 15,000 students. The district is a public entity that operates under a myriad of statutes, rules, and regulations as well as collective bargaining agreements with employee associations.

The organizational chart for 2026-2027 aims to comply with [Policy CCB Line and Staff Relations](#) adopted by the Board in 2017.

Summary:

With Board approval, the organizational chart and direct lines of authority is designed to set the district up for success.

Organizational Chart

The organizational chart aims to accomplish the following:

- Centering the district's efforts on equitable access to high quality, meaningful teaching and learning. This organizational chart ensures that the district administration, from the superintendent on through, is focused on supporting student learning.
- This organizational chart serves as a tool to help point staff and community members to our various departments and teams for support and inquiry.

Distributed Leadership + Informed Decision Making

No single leader can make the best decisions for our path forward in Eugene 4J. Our decisions must be collective and co-owned if they are to be effective. The organizational chart is designed to create a collaborative, coordinated, and transparent space to bring voice from across the district into decision-making.

The distributed leadership and informed decision-making reflected in the organizational chart, entails the following:

The Core Leadership Team exists to provide strategic direction, foster collaborative decision-making, and ensure the effective implementation of policies and initiatives across the 4J School District.

The Core Leadership Team meets weekly and includes representation that oversee all aspects of the district's work, including:

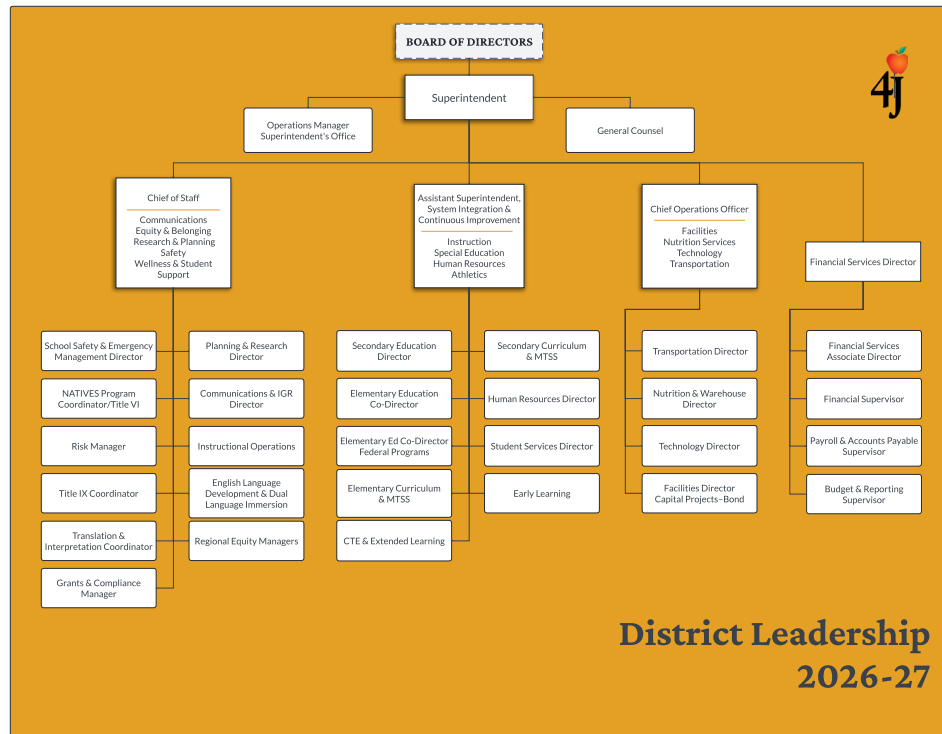
- Superintendent
- Chief of Staff
- Assistant Superintendent for Systems Integration and Continuous Improvement
- Chief Operations Officer
- Support: Superintendent's Operations Manager

The Organizational chart lists the departments and staff the Core Leadership Team is responsible for.

It is important to note that various groups of leaders, staff and community members provide feedback and insights to the superintendent and Core Leadership Team. Examples include, but are not limited to, Superintendent Cabinet, Principal Advisory Group, Employee Group Leadership, Superintendent Community Coalition and Student Leaders.

Recommendation:

The Superintendent recommends the Board approve the district's lines of direct authority as shown on the District Organization Chart (Link). This action is in alignment with [Policy CCB Line and Staff Relations](#).





ITEM FOR ACTION (Second Read)

Date

August 19, 2026

Title

Approve Revised Board Goals

Presenter

Ericka Thessen, Board Chair

Background

The Board annually reviews, affirms or revises [Board Goals](#).

Eugene School District 4J Board 2026-27 Goals

1. The board will actively support the Superintendent with the Focus 4J strategic Plan, providing input, feedback and collaboration as appropriate.
2. Each board member will actively engage in ongoing professional learning to enhance governance effectiveness and understanding of district priorities.
3. Board members will intentionally participate in school and program visits, as well as community events, to gain a deeper understanding of district operations and student needs.
4. The board will conduct an annual self-assessment to evaluate its own governance effectiveness, communication, and alignment with district priorities.



ITEM FOR ACTION

Date

August 19, 2026

Title

Approve Proposed Revisions to Board Legislative Priorities for the 2026-27 School Year

Presenter

Judy Newman, Board Director

Background

The Board Legislative Committee met on August 3, 2026. The committee reviewed Legislative Priorities.



**Eugene School District 4J
School Board Legislative Priorities 2026-27**

1. Protect all K–12 Funding:

- ~~Mitigate and prevent cuts to school funding.~~ Support stable and adequate funding for schools and support increased funding for special education that does not lower basic school funds.
- Prohibit unfunded mandates and support any review, revision or phasing out of previously passed mandates.
- Ensure adequate funding of SB 141 and permit flexibility in initial implementation years.



ITEM FOR ACTION AT A FUTURE MEETING (First Read)

Date

August 19, 2026

Title

Consider for Approval Board Values and Beliefs

Presenter

Ericka Thessen, Board Chair

Background

The Board will review, affirm or revise Board Values and Beliefs.

Eugene School District 4J
Board of Directors
**Guiding Core Values and
Guiding Beliefs**

Core Values

- We are Welcoming/ _____
- We are Curious/ _____
- We are Gracious/ _____
- We are Compassionate/ _____
- ~~Do what's best for all 4J students~~
- ~~Continue to learn and grow~~
- ~~Respect and care about each other~~

~~In order to meet the district mission statement above, the board has adopted the following guiding beliefs and values:~~

~~Our core values above shape what we believe, which guide our actions and decisions as a board.~~

Our shared values above shape our guiding beliefs below. We commit to framing our actions and decisions around these cornerstones. **Move to the top of this list**

Students

- We believe that ~~all children~~ **every student** can learn.
- We believe that ~~all students~~ **every student** deserves to be and feel safe, and welcome, **and a sense of belonging** at school.
- We believe in **centering** our students' **in every decision we make** ~~education and welfare are our most important commitments.~~ **Move to the top of this list**
- We believe that a student's success in school should be independent of factors such as race, ethnicity, socioeconomic status, disability, gender, gender identity, sexual orientation, native language, **country of origin**, and religion.
- We believe that public schools should foster ~~development beyond academics such as character, creativity, resourcefulness, citizenship, respect for diverse cultures, environmental stewardship, an understanding of workplace expectations, and a lifelong love of learning.~~

Staff

- We ~~value~~ **believe** highly qualified, caring and diverse staff ~~that reflects our student population and believe they are the key to meeting our goals for students.~~
- We believe in collaborating with staff, **students, families, community partners, and our community at large** ~~in deciding what is best for our schools and our students, recognizing that not everyone may agree.~~
- We **believe in setting high expectations** ~~for every student and staff member~~

~~believe that it is essential for staff and board members to hold high expectations of all students, that these expectations are critical to student success, and that we must hold ourselves and each other accountable for the achievement of all students.~~

- We believe that **supporting our staff in delivering innovative, rigorous, and relevant** high-quality instruction is integral to student success ~~and best achieved by providing strong instructional leadership, targeted professional development, and system-wide accountability and support for student growth.~~

Community

- We believe that ~~the board and staff make a difference in learning for our children by~~ **fostering public support for our schools generates a shared investment in our students and community's development and success.**
- **We believe we can more effectively address social, political and economic challenges and inequities** by developing relationships **with** and **effectively genuinely** engaging our families, community, and local, state and federal governments ~~on social, political and economic challenges and inequities.~~
- ~~We value public support for our schools and believe that the board plays a critical role in generating and sustaining community partnerships and ongoing financial and other support.~~

Leadership

- We believe it is our duty: **1)** to provide safe learning environments and meaningful, equitable and highly effective instruction; **2)** to support all students to thrive socially, emotionally and academically; **3)** and to reduce the disparity of outcomes for historically underserved students.
- We believe it is critical for the board and staff **must** plan and direct resources consistent with our beliefs and values.
- We ~~value~~ **believe** continual learning for all ~~—board, staff and students—~~ **the board and staff** and ~~believe that it is essential to student success in school.~~

Eugene School District 4J Board of Directors Core Values and Guiding Beliefs

Our shared values shape our guiding beliefs.
We commit to framing our actions and decisions around these cornerstones.

Core Values

- We are Welcoming/_____
- We are Curious/_____
- We are Gracious/_____
- We are Compassionate/_____

Students

- We believe in centering our students in every decision we make.
- We believe that every student can learn.
- We believe that every student deserves to feel safe, welcome, and a sense of belonging at school.
- We believe that a student's success in school should be independent of factors such as race, ethnicity, socioeconomic status, disability, gender, gender identity, sexual orientation, native language, country of origin, and religion.
- We believe that public schools should foster a lifelong love of learning.

Staff

- We believe highly qualified, caring and diverse staff are the key to meeting our goals for students.
- We believe collaborating with staff, students, families, community partners, and our community at large enriches our decisions and our positively impacts our students' and staff's 4J experience.
- We believe in setting high expectations for every student and staff member.
- We believe that supporting our staff in delivering innovative, rigorous, and relevant instruction is integral to student.

Community

- We believe fostering public support for our schools generates a shared investment in our students and community's development and success.
- We believe we can more effectively address social, political and economic challenges and inequities by developing relationships with and genuinely engaging our families, community, and local, state and federal governments.

Leadership

- We believe it is our duty: 1) to provide safe learning environments and meaningful, equitable and highly effective instruction; 2) to support all students to thrive socially, emotionally and academically; 3) and to reduce the disparity of outcomes for historically underserved students.
- We believe the board must plan and direct resources consistent with our beliefs and values.
- We believe continual learning for the board and staff is essential to student success.

**Eugene School District 4J
Board of Directors
Guiding Beliefs and Values**

- Do what's best for all 4J students
- Continue to learn and grow
- Respect and care about each other

In order to meet the district mission statement above, the board has adopted the following guiding beliefs and values:

Students

- We believe that all children can learn.
- We believe that all students deserve to be and feel safe and welcome at school.
- We believe that our students' education and welfare are our most important commitments.
- We believe that a student's success in school should be independent of factors such as race, ethnicity, socioeconomic status, disability, gender, gender identity, sexual orientation, native language, and religion.
- We believe that public schools should foster development beyond academics such as character, creativity, resourcefulness, citizenship, respect for diverse cultures, environmental stewardship, an understanding of workplace expectations, and a lifelong love of learning.

Staff

- We value highly qualified, caring and diverse staff that reflects our student population and believe they are the key to meeting our goals for students.
- We believe in collaborating with staff in deciding what is best for our schools and our students, recognizing that not everyone may agree.
- We believe that it is essential for staff and board members to hold high expectations of all students, that these expectations are critical to student success, and that we must hold ourselves and each other accountable for the achievement of all students.
- We believe that high-quality instruction is integral to student success and best achieved by providing strong instructional leadership, targeted professional development, and system-wide accountability and support for student growth.

Community

- We believe that the board and staff make a difference in learning for our children by developing relationships and effectively engaging our families, community and local, state and federal governments on social, political and economic challenges and inequities.
- We value public support for our schools and believe that the board plays a critical role in generating and sustaining community partnerships and ongoing financial and other support.

Leadership

- We believe it is our duty to provide safe learning environments and meaningful, equitable and highly effective instruction, to support all students to thrive socially, emotionally and academically, and to reduce the disparity of outcomes for historically underserved students.
- We believe it is critical for the board and staff to plan and direct resources consistent with our beliefs and values.
- We value continual learning for all—board, staff and students—and believe that it is essential to student success in school.