

NOTICE: The 7:00 p.m. Regular Board Meeting will be open to the public via live broadcast on KRVM 1280-AM and 98.7 FM, the internet at www.4j.lane.edu/stream, and via Zoom Webinar at <https://4j-lane-edu.zoom.us/j/92933253616>

School Board Meeting Request Forms:

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

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

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

7:00 PM

5:30 Executive Session (non public) and 7:00 p.m. Regular Meeting

- I. **5:30–7:00 p.m. Executive Sessions:**
 - 1. 5:30–6:30 p.m. The board will convene in executive session to conduct deliberations with persons designated by the governing body to carry on labor negotiations pursuant to ORS 192.660 (2) (d)

- 2. 6:30–7:00 p.m. The board will convene in executive session to consider matters relating to school safety or a plan that responds to safety pursuant to ORS 192.660 (2) (k)

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

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

- II. **7:00 p.m. Regular Board Meeting:**
- III. Call to Order, Roll Call, Flag Salute, Land Acknowledgement
- IV. Agenda Review
- V. Introduction of Guests and Superintendent's Report
- VI. Comments by Board Chair
- VII. Items Raised by the Audience
- VIII. Comments by Employee Groups
- IX. Comments and Committee Reports by Individual Board Members
- X. Consent Group - Items for Action
 - 1. Approve Agreement with EEA Concerning Substitute Teachers (EAST) 3
 Presenter: Karen Hardin, Human Resources Director
 - 2. Approve Routine Personnel Actions 20
 Presenter: Karen Hardin, Director of Human Resources
 - 3. Approve Meeting Minutes for the following Board Meetings: June 16, 2022 Executive Session and Special Board Meeting; June 22, 2022 Executive Session and Regular Board Meeting; June 29, 2022 Executive 28

	Session and Special Board Meeting Presenter: Andy Dey, Superintendent	
	4. Approve Implementation of Salad Bars at Middle Schools and High Schools Presenter: Jill Cuadros, Nutrition Services Manager	54
XI.	Items for Information	
	1. Review Board Committee Assignments (10 minutes) Presenter: Maya Rabasa, Board Chair	57
XII.	Items for Action	
	1. Approve Resolution of Complaint (10 minutes) Presenter: Maya Rabasa, Board Chair	60
XIII.	Items for Action at a Future Meeting	
	1. Consider for Approval Resolution 2023–05 Concerning Protective Measures to Insure Safe Public Meetings (20 minutes) Presenter: Andy Dey, Superintendent	61
	2. Select the date of the Board Retreat (10 minutes) Presenter: Maya Rabasa, Board Chair	65
XIV.	Suggestions by the Board for Consideration of Items at a Future Meeting	
	1. <u>2022–23 Board Meeting Calendar:</u> AUGUST 2022: Wednesday, August 3 and Wednesday, August 17 SEPTEMBER: Wednesday, September 7 and Wednesday, September 21 OCTOBER: Wednesday, October 12 and Wednesday, October 19 NOVEMBER: Wednesday, November 2 and Wednesday, November 16 DECEMBER: Wednesday, December 7 and Wednesday, December 14 JANUARY 2023: Wednesday, January 18 FEBRUARY: Wednesday, February 1 and Wednesday, February 15 MARCH: Wednesday, March 1 and Wednesday, March 15 APRIL: Wednesday, April 19 MAY: Wednesday, May 3 and Wednesday, May 17 JUNE: Wednesday, June 7 and Wednesday, June 21	
XV.	Adjourn	

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

INFORMATION FOR THE DEAF AND HARD OF HEARING:

Closed Captioning is available during Board meetings through a zoom live feed which is also displayed at in-person meetings.



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

August 3, 2022

Title

Approve Agreement with EEA Concerning Substitute Teachers (EAST)

Presenter(s)

Karen Hardin, Human Resources Director

Background

The district and Eugene Education Association, which serves as the exclusive representative of 4J licensed substitute teachers (i.e., the Eugene Association of Substitute Teachers, also called “EAST”), are parties to a four-year collective bargaining agreement that expired on July 1, 2022.

In May and June 2022, representatives of the parties met on two occasions for successor bargaining, and reached a tentative agreement providing that substitute teachers’ EAST for the following terms:

1. A three year contract, from July 1, 2022 through June 30, 2025
2. A daily base rate of pay of the greater of \$231 or the rate set by the Oregon Department of Education, whichever is greater
3. Revisions to payroll dues deductions needed to update the contract following changes to Oregon labor laws relating to union payroll deductions
4. Use of gender neutral terminology
5. Incorporation of a 2019 MOA (correcting language inadvertently omitted from the prior contract)

This contract reflects a wage differential that will allow the district to better compete in the local labor market and is advised within the context of an extreme shortage in available substitute teachers and to ameliorate the negative impacts of that shortage on teachers and classrooms.

Bargaining unit members ratified the proposed agreement in June 2022.

Options and Alternatives

The board may vote to approve or reject the proposed Agreement. In the event the board votes to reject the proposed Agreement, it should convene in executive session to provide guidance to the appointed labor representative.

Budget/Resource Implications:

The proposed agreement will result in annual contract cost increases of approximately \$250,000, which will impact the general fund.

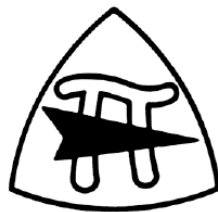
Recommendation

The Superintendent recommends approval of the MOA with EEA.

SUBSTITUTE TEACHERS
COLLECTIVE BARGAINING AGREEMENT

Between

EUGENE EDUCATION ASSOCIATION



And

EUGENE SCHOOL DISTRICT 4J



202218 - 20252

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**COLLECTIVE BARGAINING AGREEMENT
between EUGENE SCHOOL DISTRICT NO. 4J,
and EUGENE EDUCATION ASSOCIATION --
SUBSTITUTE TEACHERS -- 2018-22**

Eugene School District 4J
200 North Monroe Street
Eugene OR 97402

THIS AGREEMENT made the ____ day of ~~July, 2022~~~~April 2019~~, by and between the EUGENE EDUCATION ASSOCIATION herein called "EAST" or "Association" and the EUGENE SCHOOL DISTRICT NO. 4J, LANE COUNTY, OREGON, herein called "District."

The parties agree as follows:

ARTICLE I - RECOGNITION

A. EXCLUSIVE REPRESENTATIVE

The District recognizes Eugene Education Association as exclusive representative, as defined in ORS 243.650 to 243.782, of all substitute teachers who are on the Eugene School District No. 4J Substitute List and so long as they remain on the District's Substitute List.

B. NO OBLIGATION

Granting recognition is not to be construed as obligating the District in any way to continue any functions or policies except as the same shall be expressly set forth in this Agreement.

ARTICLE II - THE SUBSTITUTE LIST

A. PLACEMENT ON THE LIST

The District maintains the sole right and absolute discretion to determine placement of substitute teacher names on the Substitute List. This right and any action pursuant thereto shall not be subject to challenge through the grievance procedure, unfair labor practice proceedings, or any judicial proceeding.

1. The District shall maintain a list of eligible substitute teachers referenced as the Substitute List as follows.
 - a. A substitute teacher must have a TSPC license that allows the teacher to be a substitute teacher in order to initially be placed on the list and to remain on the list. If a substitute teacher on the list doesn't have this TSPC license, then the teacher will not be eligible for dispatch and after 30 days written notice of not having this TSPC license, the substitute teacher will be terminated without regard to the terms of Article II.B.
 - b. A substitute teacher will be eligible for dispatch after annual completion of the District form on which the teacher makes a choice of the available dispatch options. These options will include dispatch for unrestricted assignment, self-restricted assignment, prearranged/requested assignment and not available for assignment. If the District dispatch system doesn't have the capacity to allow these options, then the District will renegotiate the terms of this paragraph.

B. DELETION AND REMOVAL FROM THE SUBSTITUTE LIST

1. The District process for the deletion and removal of the names of substitute teachers from the Substitute List are:
 - a. The guest teacher will be given timely prior notice of being considered for removal or deletion.
 - b. The notice will describe the factual basis and reason(s) for possible removal or deletion.
 - c. The guest teacher will be afforded an opportunity to meet with a Human Resources administrator to present his/her/their response to the basis and reason(s) described in the notice before a decision is made.
 - d. If the decision is to remove or delete the guest teacher from the Substitute List, then the guest teacher will be given a written notice of the decision and the reason(s) for the decision.
2. A substitute teacher who has been on the Substitute List for three (3) consecutive years at the time of the filing of the grievance and who has worked sixty (60) days or more in each of the three (3) years or who has worked a total of one hundred eighty (180) days or more in three (3) consecutive years with a minimum of seventy (70) days in each of two (2) such years

and a minimum of forty (40) days in the other year may grieve removal or deletion from a list to Level Three advisory arbitration.

3. A substitute teacher who has been on the Substitute List for two (2) consecutive years at the time of the filing of the grievance and who has worked forty (40) days or more in each year may grieve removal or deletion to Level Two of the grievance procedure.
 4. A decision by the District to delete or remove from the Substitute List any other substitute teacher not described in paragraph two (2) or three (3) above shall be communicated in writing and shall include a statement of reasons, but the decision shall be neither grievable nor arbitrable.
 5. Neither EAST nor any bargaining unit member shall have a remedy for the District's exercise of its right and discretion to delete or remove a substitute teacher from the Substitute List except as specified in this Article.
- C. AVAILABILITY OF THE SUBSTITUTE LIST. The Substitute List will be made available to all members of the substitute teacher bargaining unit, and upon request will be provided to EAST by November 1 and March 1 of each work year.
- D. REMOVAL FROM BUILDING LIST
1. If the building administrator believes the substitute teacher should not be assigned in the future to a specific teacher, department, or to the building, she/he is to communicate with the Substitute Dispatch Office and the substitute teacher concerning the complaint and the pending decision.
 2. The substitute teacher will be given an opportunity to meet with the building administrator to discuss the concern.
 3. At the conclusion of a meeting between the administrator and the substitute, if the administrator believes that the substitute should not return in the future for the teacher, department, or building, this decision will be conveyed to the substitute, the Substitute Dispatch Office and a Human Resources Administrator. The substitute will be placed on the restricted list for that teacher, department, or building for the remainder of the school year.
 4. At the beginning of each school year, the restricted list will be reviewed by the administrators in the affected buildings to determine whether the restriction should continue for another school year.

ARTICLE III — DEFINITIONS

- A. The term "substitute teacher," "substitute," "employee," "unit member," and "guest teacher" shall include all employees represented by EAST in the bargaining unit.
- B. The term "Board" shall include its officers and agents.
- C. The term "Superintendent" shall include the Superintendent or their/his/her designee.
- D. The term "Director of Human Resources" shall include the Director of Human Resources or his/her/their designee.
- E. The term "day," "work day," or "regular work day" shall mean an eight (8) hour day when contract teachers in the District are required to work.
- F. The term "school year" shall mean the period covered by the school calendar adopted each year by the School Board.
- G. The term "contract teacher" shall mean a District teacher who is a current or retired teacher member of the bargaining unit represented by the Eugene Education (EEA). This EEA bargaining unit includes District teachers employed under the terms of a contract for .5 to 1.0 FTE.

ARTICLE IV — STATUS OF AGREEMENT

A. EFFECTIVE DATE

This Agreement shall be effective the day following ratification by each party and shall remain in effect through and including June 30, 2025.

B. AGREEMENT HAS PRECEDENCE

If any provisions in district policy, rule or regulation are inconsistent with the terms of this Agreement, this Agreement shall take precedence.

C. MATTERS COVERED

This contract incorporates the sole and complete Agreement reached between the District and EAST resulting from negotiations held pursuant to the provisions of ORS 243.650 et seq. It is acknowledged that during negotiations which resulted in this Agreement, each and all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Neither party shall be required, during the term of this Agreement, to negotiate or bargain any issue except as provided in this Agreement. This Agreement shall not be modified in whole or in part except by another written instrument duly executed by the parties.

D. FUNDING

The parties recognize that revenues needed to fund the salary and insurance benefits provided in this Agreement must be provided through established budget procedures and that District revenue resources may be limited by the courts, the legislature, or vote of the people. If the District suffers a revenue limitation, then either party, upon written notice from the other, shall renegotiate the compensation and insurance benefits of this Agreement. A revenue limitation shall be deemed to exist if the number of certified FTE is reduced by fifty (50) or more between one budget year and the next. The basis of comparison will be the adopted budget in June of each year for the following fiscal year.

E. RENEGOTIATION OF INVALID PROVISION

In the event that a provision of this contract shall be declared invalid by any court or government agency of competent jurisdiction, by statute, Oregon or federal regulation or Constitutional amendment, or by inability of the employer or the employees to perform to the terms of the agreement, such decision shall apply only to a specific article, section or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire contract, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Should any article, section, or portion of this Agreement be invalidated, then upon the request of either the District or the Association, the parties shall enter into expedited negotiations under the terms of ORS 243.698 for the purpose of attempting to arrive at a mutually satisfactory replacement for such article, section or portion thereof.

F. MODIFICATION

This Agreement shall not be modified in whole or in part except by mutual written consent of the parties.

G. COPIES OF THE AGREEMENT

There shall be two (2) signed copies of this Agreement for the purpose of records. One shall be retained by the District and one by EAST. The District and EAST on agree that each shall pay their own costs for the clerical, reproduction, and distribution costs associated with production of this Agreement.

H. NEGOTIATION OF SUCCESSOR AGREEMENT

Either party can initiate good faith bargaining for a successor contract by January 15, 2025.

I. STATUS QUO

In the event this Agreement has not been renewed, modified or extended by the date on which it would have otherwise terminated, status quo conditions shall continue in effect until either party gives the other ten (10) days written notice terminating such conditions.

ARTICLE V — GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of the procedure is to secure equitable solutions at the lowest level to grievances as defined in this Article.

B. SUBSTITUTE LIST GRIEVANCES

Notwithstanding any other section of Article V, this grievance procedure is applicable to the deletion and removal of substitute teachers from the Substitute List only to the extent specifically provided in Article II, Subsection B.

C. DEFINITIONS

1. Grievance. Any dispute about the interpretation or application of the terms of this Agreement except as modified by Article II.
2. Grievant. A "grievant" is the substitute teacher who makes the claim. The grievant must be on the Substitute List at the time the grievance is filed unless the grievance relates to deletion or removal from the Substitute Lists under Article II.B.4. EAST

may be a "grievant" in instances where an alleged contract violation violates EAST's rights or the rights of a clearly defined class of employees who are on the Substitute List.

3. Party in Interest. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Representative. A "representative" is anyone, including an attorney, whom a party in interest selects to speak for and/or to advise him/her.
5. Immediate Supervisor. An "immediate supervisor" is the employee who has direct supervisory responsibilities over the grievant.
6. Day. A "day" shall mean a day when school is in session for students.

D. PROCEDURES

1. Informal Level. If the grievance qualifies for the Informal Level of the grievance procedure, before presenting a written grievance, the grievant shall attempt to resolve the matter by a conference with his/her/their immediate supervisor, building principal, or other administrator who has jurisdiction in the matter. A representative of EAST shall be given the opportunity to be present and may express the views of EAST, if the adjustment proposed is inconsistent with the terms of this Agreement. It will be the grievant's responsibility to notify EAST of his/her/their grievance and the conference.
2. Level One — District Human Resources Director or Designee.
 - a. If a dispute is not resolved at the Informal Level, and if the grievance qualifies for Level One of the grievance procedure, the grievant or a representative shall present the grievance in writing on the appropriate form to the Human Resources Director within fifteen (15) days of the time the grievant knew or reasonably could have been expected to know of the act, omission, or event giving rise to the grievance.
 - b. This statement shall be a clear, concise statement of the grievance, the decision rendered, if any, at the Informal Level conference, and the specific relief requested. It shall be signed by the grievant.
 - c. The Human Resources Director shall communicate his/her/their decision and the reasons for such decision to EAST and the grievant in writing within ten (10) days after receiving the grievance.
3. Level Two — Superintendent.
 - a. In the event a grievant is not satisfied with the decision at Level One, or if no decision is rendered within ten (10) days after the presentation of the grievance, and if the grievance qualifies for Level Two of the grievance procedure, he/she/they may appeal the grievance to the Superintendent by delivering a written notice of appeal to the Superintendent's office within five (5) days after receiving notice of the decision, or within ten (10) days after presentation of the grievance, if no written decision was rendered.
 - b. The appeal shall include copies of materials utilized at Level One including a copy of the original grievance, the decision rendered, if any, a concise statement of the reasons for the appeal, and the specific relief requested.
 - c. The Superintendent may hold a conference. The Superintendent will make a decision within twenty (20) days after receipt of the appeal. Should the grievance be considered by the Superintendent's designee, the designee will merely make a nonbinding recommendation to the Superintendent.
 - d. The Superintendent shall communicate his/her/their decision and the reasons for such decision in writing to the grievant and EAST within twenty (20) days after receipt of the notice of appeal.
4. Level Three — Advisory and Final and Binding Arbitration.
 - a. If the grievant is not satisfied with the decision of the grievance at Level Two, and if the grievance qualifies for Level Three of this grievance procedure, he/she/they may within five (5) days after a decision by the Superintendent request in writing that EAST submit a grievance to arbitration. In no case, unless mutually agreed otherwise, shall a grievant be compelled to wait more than thirty (30) days after notice of appeal to the Superintendent before requesting arbitration. If EAST, which has a duty of representation to its members, determines that the grievance is meritorious, and if the grievance qualifies for Level Three of this grievance procedure, EAST may submit the grievance for arbitration within ten (10) days after receipt of a request by the grievant and shall notify the Superintendent of that intent in writing.
 - b. EAST and the District shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree on an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- c. The arbitrator so selected shall hold hearings promptly and issue his/her-a decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and briefs on the issues are submitted to him/her/they. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement or which is outside the arbitrator's his/her jurisdiction and competence. The decision of the arbitrator shall be submitted to the Board and EAST shall be final and binding on the parties except any decision on a grievance involving deletion and removal from the Substitute List under Article II, Subsection B, in which event the decision shall be only advisory to and nonbinding on the School Board notwithstanding any rule or statute to the contrary and the Board may determine in its discretion whether to follow or implement an advisory decision of the arbitrator.
- d. Costs for the services of an arbitrator, including per diem, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and EAST. Any other expenses paid shall be paid by the party incurring them.

E. OTHER PROVISIONS

1. Grievance must include:
All grievances shall contain the following minimum information: name of grievant, date of filing, date of alleged violation, contract section(s) allegedly violated, synopsis of relevant facts, relief requested, and signature of grievant. Any grievances not containing this information may be denied. Such denial shall not extend time limits specified in this grievance procedure.
2. Time Limits. It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. Time limits may be amended only by written agreement of the grievant and/or EAST and the District.
 - a. Failure to adhere to time limits. Failure of the grievant or the grievant's representative to adhere to the time limits at any level of the grievance procedure shall constitute a waiver of the grievance and acceptance of the District's action or decision at the appropriate level. Failure of the District to adhere to time limits shall advance the grievance to the next step of this procedure.
 - b. Year End Grievances. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein will be reduced where feasible so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Rights of Employees to Representation. A grievant may represent himself/herself at all stages of the grievance procedure or be represented by a person of his/her/their choice at all levels of the grievance procedure beyond the Informal Level. When an employee is not represented by EAST, EAST shall have the right to be present at all stages of the grievance procedure.
4. Group Grievance. A group grievance may be filed when an alleged violation affects a clearly defined class of substitute teachers. EAST may submit such grievance in writing to the Superintendent at Level Two.
5. Similar Grievances. The District agrees that it will apply to all substantially similar situations a final and binding decision of an arbitrator sustaining a grievance and EAST agrees that it will not support, encourage, nor represent any substitute teacher in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator. The foregoing is qualified only in the event the arbitrator's decision is set aside by the Employment Relations Board or by a court of competent jurisdiction in which case neither party is bound.
6. Grievance File. All documents, communications, and records dealing with a grievance shall be designated confidential information, and shall be filed in a separate grievance file. No person other than parties in interest, their representatives, persons designated by the District to have responsibility for labor relations and contract management, and persons assigned to maintain the District's grievance files shall have access to the separate grievance file without the consent of the grievant or EAST, unless disclosure is required by law.
7. Forms. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and EAST and given appropriate distribution in order to facilitate operation of the grievance procedure.
8. Meetings, Conferences, and Hearings. Meetings, conferences, and hearings under this procedure shall not be conducted in public. Hearings shall include witnesses, parties in interest and their designated or selected representatives. Reasonable efforts will be made to schedule all meetings, conferences, and hearings after the regular work day except the arbitrator shall determine the time and place of arbitration hearings.
9. Reprisals. No reprisal of any kind shall be taken by the District or EAST against any participant in the grievance procedure by reason of such participation.

10. Investigation. The parties agree to provide each other in a timely manner with relevant information to foster effective processing of grievances. The District reserves the right to charge reasonable production costs as provided for in School Board Policy.
11. Arbitrability; Election of Remedies. Cases involving alleged discrimination covered by state and/or federal statute or administrative law shall be grievable but not arbitrable.

Bringing a court action or seeking an administrative resolution of any grievance shall act as a substitution for this grievance procedure and shall constitute an election of some other remedy in place of this grievance procedure.

ARTICLE VI - SALARIES AND RELATED COMPENSATION

A. SALARY

For the term of this agreement, the basic rate of pay for each day worked by a substitute teacher shall be the rate established by the State of Oregon Department of Education pursuant to ORS 342.610 (1), or two-hundred and thirty-one dollars (\$231), whichever is greater.

The basic rate of pay for each day worked by a substitute who receives the district monthly insurance contribution shall be the daily rate set by Oregon law for substitute teachers in lieu of the above higher daily rates.

B. ASSIGNMENTS

1. Half-day assignments shall be four (4) hours in length. Substitute teachers on half-day assignment will be paid one-half the daily rate provided in Article VI (A) for each day worked. Any assignment longer than four (4) hours will be considered a regular work day, and the substitute teacher shall work an eight (8) hour day including a thirty (30) minute duty free lunch. However, the substitute will not be required to work beyond the building work day ending time established for regular teachers. A substitute who is requested by the Human Resources Director and who reports for duty shall be considered on not less than half-day assignment. A substitute teacher dispatched to a half-day assignment that begins after the start of the building student contact day shall be allowed at least 15 minutes of time before being directly responsible for students.
2. When a substitute is required to do lesson planning and/or grade papers as part of their assignment for a teacher, the substitute is to follow the teacher's schedule. In assignments not requiring these duties, the substitute may be assigned additional professional tasks.

C. EXTENDED SERVICE RATE

After a substitute teacher has worked ten (10) consecutive days of service as a substitute for the same teacher or in the same assignment, including grading, staff development and planning days, he/she/they shall be paid at a daily rate of pay determined by dividing the number of contract days in the school year into the annual rate of pay that he/she/they would have been paid had he/she/they been in the regular teachers' bargaining unit. The substitute teacher's placement on the contract teacher salary schedule will be determined by the substitute teacher's qualification for either BA, or MA (BA+60) columns of the salary schedule. The substitute teacher will always be placed on step one of the column.

The extended service rate of pay will be retroactive to the first day of the assignment and will continue so long as consecutive service in the assignment continues. Subsequent substitute service shall be at the Article VI.A rate plus differential, if applicable, until the substitute teacher again qualifies for the extended service rate.

If a substitute is called to work in what is anticipated to be an assignment of ten (10) or more consecutive days, the substitute can submit a payment request to the Human Resources Department for preparation time not to exceed five (5) days at the extended service rate.

D. FIVE PERCENT DIFFERENTIAL RATE

1. A substitute teacher on the Substitute List is eligible for the five percent (5%) differential pay for a school year if the substitute has been in paid status under the terms of this agreement or the predecessor agreement for fifty (50) or more full or half-days or any combination of full or half-days during the prior school year.
2. A substitute teacher who has qualified for the five percent (5%) differential pay must meet the same eligibility requirement each school year to continue to be eligible for the differential pay.
3. The work days a substitute is employed to fill a contract teacher position as a temporary teacher under the terms of the District/EEA agreement for contract teachers, shall be counted as paid days for purposes of determining eligibility for the differential pay.

4. Substitutes who are receiving the differential pay will accept offered substitute assignments if the substitute is available.
5. The differential five percent (5%) pay rate is the daily rate times 1.05.

E. TEN PERCENT DIFFERENTIAL PAY

1. A substitute teacher who is eligible for the five percent differential is eligible for an additional five percent (5%) or a total of 1.10 times the daily rate if the substitute teacher is employed the prior school year as a substitute teacher under the terms of this agreement for a minimum of eighty (80) regular work days or one hundred sixty (160) one-half work days or any combination of regular work days and one-half work days which total a minimum of eighty (80) regular work days in the prior school year.
2. A substitute teacher who has qualified for the ten percent (10%) differential pay must meet the same eligibility requirement each school year to continue to be eligible for the differential pay the following school year.
3. The work days a substitute is employed to fill a contract teacher position as a temporary teacher under the terms of the District/EEA agreement for contract teachers shall be counted as paid days for purposes of determining eligibility for the differential pay.
4. Substitutes who are receiving the differential will accept offered substitute assignments if the substitute is available.
5. Substitute teachers who are determined by the District to have the knowledge, skill, experience and/or TSPC license to perform substitute responsibilities for any of the following District EEA bargaining unit positions will be paid the ten percent (10%) differential rate: physical therapist, occupational therapist, teacher of visually impaired, teacher of the deaf and hard of hearing, school psychologist, speech and language, secondary consultant, adaptive PE, autism consultant, and behavior consultant. Substitutes who are determined to have these qualifications, and while employed as a substitute for one of the listed positions, are eligible for the ten percent (10%) differential without meeting the requirements of Subsections E.1. and E.2.

F. USE OF PERSONAL AUTOMOBILE

Substitute teachers authorized, in the course of their work, to drive personal automobiles from one school to another or for field trips to perform their duties, shall be paid the IRS rate for authorized automobile use.

G. METHOD OF PAYMENT AND PAYDATE

The District shall make direct deposit for the substitute payroll. Wages for work performed between the payroll cutoff dates of two consecutive months will be paid on the last business day of the second month.

H. PAYROLL DEDUCTIONS

Upon receipt of the substitute teacher's written request, the District will deduct the following from salary: Association member dues, premiums for Board approved medical insurance, tax sheltered annuities, and contributions to the United Way.

- ~~1. A substitute teacher may request in writing that his/her regular Association membership dues, including any OEA or NEA dues, be deducted from his/her salary. The first monthly deduction shall be made on the pay date following the District's receipt of authorization if received before the district's payroll cutoff deadline and if not then on the following pay date. Such authorization shall continue in effect year to year until revoked by email or letter delivered to the district's Human Resources office and the Association on or before October 15 of each year. The amount deducted shall be one-tenth (1/10) of the annual dues. Deductions will be made only for the months the substitute teacher actually works. A member's cancellation of any dues deduction authorization received by the district on or before October 15 shall be effective October of the same year. Otherwise, the cancellation shall be effective October of the following year. The District and the Association shall each provide the other with a copy of the unit member's authorization of membership dues deduction or cancellation of the dues deduction authorization within five (5) business days of receipt. The District will maintain a member's authorization and/or cancellation of the same in the member's personnel file. Any unit member may enter into an agreement with the Association to provide authorization for the district to make a deduction from the unit member's salary or wages to pay dues, fees, any other authorized deductions to the Association or its affiliated organizations or entities. Such authorization shall continue in effect until the unit member revokes the authorization in the manner provided by the terms of that agreement or ORS 243.806(6). The Association will provide the District a list identifying the employees who have provided such authorizations and the authorized deduction amounts. The list, and any update to the list, shall be provided by the 15th of each month. The District shall rely on the list provided by the Association to make the authorized deductions in the next applicable payroll period and to remit payment to EEA and OEA.~~

1. _____

2. The amount of Association dues collected shall be remitted to the Association each month at no cost to the substitute or the Association. The District shall provide the Association with the names of substitute teachers for whom the District has deducted dues. For members identified by the Association to the District by October 15 as having provided authorization, the District shall deduct one-tenth (1/10) of the dues each month beginning in October of each year. Deductions for unit members identified by the Association thereafter shall be prorated so that the full amount of the dues, fees and other authorized deductions shall be completed by the July following the first deduction.
3. Within fifteen (15) days after each pay period, the district will send to OEA in a single payment the combined NEA and OEA dues, including any voluntary Association contributions, deducted for the month. EEA dues and local PAC payments will be deducted and paid separately from OEA/ NEA dues and shall be remitted to the EEA. The amount of Association dues collected shall be remitted to the Association each month at no cost to the unit member nor the Association. The District in a reasonable manner shall provide the Association the names of the persons whose dues the District has deducted.
4. On a monthly basis, the District will provide OEA the following information from the District's human resources information system records: a list of all employees represented by the bargaining unit, employee identification number, date of hire, FTE, position title, worksite, salary column and step, and contact information as required by PECBA. The District will provide such information for new hires within ten (10) days from the date of hire.
5. The Association assumes responsibility for, and shall defend, indemnify and hold the District, its employees, agents, and board members harmless from any and all claims, causes of action, administrative complaints, lawsuits, orders, or judgments, resulting from or related to the deduction of union dues and/or contributions deducted from an employee's salary and payment of such dues and/or contributions to the Association resulting from the District's reliance on the list. The Association's obligations are contingent upon the District: (1) giving the Association reasonable notice, in writing, of any claim; and (2) fully cooperating with the Association and counsel selected by the Association in the defense of the claim. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. The Association shall reimburse the District for all costs and disbursements arising out of or related to the claim. Should the District wish to select and use its own attorney, the District will pay the fees and costs of said attorney.
6. When the Association timely provides the list and the District fails to make an authorized deduction in the next applicable payroll period and remit payment, the District is liable to the Association without recourse against the employee who authorized the deduction for the full amount that the District failed to deduct and remit to the Association.

~~2.—~~

- ~~3.— The Association assumes responsibility for, and shall defend, indemnify and hold the District, its employees, agents and board members harmless from any and all claims, causes of action, administrative complaints, lawsuits, orders, or judgments resulting from or related to the deduction of union dues and/or contributions deducted from an employee's salary and payment of such dues and/or contributions to the Association or its affiliates. The Association's obligations are contingent upon the District: (1) giving the Association reasonable notice, in writing, of any claim; and (2) fully cooperating with the Association and counsel selected by the Association in the defense of the claim. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. The Association shall reimburse the District for all costs and disbursements arising out of or related to the claim. Should the District wish to select and use its own attorney, the District will pay the fees and costs of said attorney.~~

- I. The District shall maintain a record of total days worked (full and half-days) by each substitute teacher for that school year. The District shall forward a copy of this record to EAST on or before June 30 of each year.
- J. FINAL PAYCHECK
Unit members whose employment is terminated for any reason during the work year will be paid all earned but unpaid salary on the next regular payroll date, or within five (5) business days after that payroll date but no later than within thirty-one (31) days of termination.
- K. HOURLY PAY
During the term of this contract, substitute teachers required by the District to work beyond the regular workday to cover responsibilities which are a part of the regular teacher's assignment shall be paid at the rate of sixteen dollars (\$16.00) per hour.

ARTICLE VII – FRINGE BENEFITS

A. ELIGIBILITY FOR DISTRICT PAID MEDICAL INSURANCE CONTRIBUTION

1. During the term of this agreement, the District will continue the monthly insurance contribution of \$360 for the medical insurance plan for the eligible substitute teachers who have chosen to receive the District's monthly medical insurance plan contribution as of September 15 of the applicable plan year.
2. To become eligible for the District insurance contribution, a substitute teacher must have substituted a minimum of one hundred (100) regular days or two hundred (200) half-days or any combination of regular days and half-days which total a minimum of one hundred (100) regular days during the prior work year under the terms of this agreement.
3. To continue to receive the District insurance contribution for the next year, the substitute teacher must have substituted a minimum of eighty (80) regular days or one hundred sixty (160) half days or any combination of regular work days and half work days which total a minimum of eighty (80) regular work days under the terms of this agreement.
4. A substitute teacher who selects the District monthly insurance contribution is not eligible for any pay differential in Article VI, Subsections D or E.
5. The work days a substitute is employed to fill a regular teaching position as a temporary teacher shall be counted as regular work days for purposes of determining eligibility for insurance under this Article. Work days of .1 to .5 FTE shall be counted as a half day and work days of .51 to 1 FTE shall be counted as a full day.

B. ELIGIBILITY TO SELF PAY THE PREMIUM FOR THE AVAILABLE DISTRICT HEALTH BENEFIT PLAN(S)

1. Substitute teachers on the Substitute List who have substituted a minimum of fifty (50) regular work days or one hundred (100) half-days or any combination of regular work days and half work days which total a minimum of fifty (50) regular work days in the District the preceding school year or who were employed as a member of the contract teacher bargaining unit for one hundred thirty-five (135) days in the preceding school year are eligible to participate in and pay the premiums for the available District health benefit plan(s). Once a substitute teacher is eligible to self pay the insurance premium and is participating in the available District health benefit plans, the substitute teacher can continue participation by substituting a minimum of thirty (30) regular work days or sixty (60) half-days or any combination of regular work days and half work days which total a minimum of thirty (30) work days in the District the preceding school year.
2. The District will give substitute teachers notice of their eligibility under the terms of this section for the District's benefits plans as part of the District's open enrollment process.
3. Substitute teachers who choose medical insurance coverage shall have the monthly premiums deducted from their pay. If the substitute teacher's net pay is less than the monthly premium, the teacher will deliver the difference between his/her/their net pay and the premium to the District on or before the fifth (5th) of the month by authorizing a monthly deduction from the substitute's bank account.
4. When a substitute teacher voluntarily withdraws from the medical insurance program or has benefits terminated for failure to pay premium(s), or for ineligibility, the substitute teacher may not enroll again until the following enrollment period. If a substitute teacher enrolled in the District's benefit plan(s) resigns or is deleted or removed from the Substitute List, the substitute teacher's plan coverage shall terminate at the end of the calendar month of resignation or deletion.

C. PLAN SELECTION; PLAN YEAR

Upon written notice by either party, representatives of EAST and the District will confer on medical insurance plan selection; if the representatives of the parties are not able to agree on plan selection within four weeks, the District will select the plan. The plan year runs from October 1 to September 30.

ARTICLE VIII — LIABILITY AND LEGAL PROTECTION

A. ASSAULT AND/OR BATTERY

Any substitute teacher who is involved in an assault and/or battery within the scope of his/her/their employment shall immediately submit to his/her/their building principal or other immediate supervisor a written report of the circumstances.

1. The substitute teacher shall make supplemental written reports, attaching copies of any summons, complaints, process, information, indictment, notice or demand served on him/her in connection with the assault within five (5) days after being served, or otherwise receiving such information, and shall report the final disposition of any such proceedings. Such reports are to be forwarded through the building principal or other immediate supervisor to the superintendent.

2. In the event civil or criminal proceedings are brought against the substitute teacher, the superintendent shall comply with written requests by the substitute teacher for information in the District's possession relating to his/her/their defense. The District shall not be required to provide information privileged by law, or to provide any legal defense or counsel.

B. PERSONAL PROPERTY

The District shall pay the substitute teacher the reasonable value of the substitute's personal property damaged or destroyed as a result of the District's negligence while the substitute teacher was engaged in the performance of assigned duties. This provision will not apply to personal property other than clothing, and eye glasses unless the use of such property had been authorized in writing by the building principal or immediate supervisor.

C. ACCESS TO STUDENT INFORMATION

Each building will set up procedures so that a teacher requiring classroom coverage will provide information about a student's medical and/or behavioral needs to a substitute teacher assigned to teach the student.

ARTICLE IX - LEAVES OF ABSENCE

A. PAID SICK TIME

1. Employees earn sick time at the rate of one hour for every 30 hours worked as a guest teacher. A maximum of 80 hours may be accrued. Employees are eligible to earn sick time on the first day of employment as a guest teacher.
2. Employees may use up to 40 hours of sick time per year, in 4-hour increments, to care for the employee or family member's illness, injury or health condition, or need for preventive medical care, or other reason allowed by ORS 653.604 to 653.661. Sick time may be used only for a period for which the employee is already scheduled to work. Employees will not accept assignments for a day the employee anticipates needing to take sick time. Employees will follow the notice and verification procedures required by the district. Paid sick time runs concurrently with any other applicable leave benefit, paid or unpaid.

B. UNPAID LEAVES

1. Jury Duty. When a substitute teacher is on extended service rate, as provided for in Article VI (C), and is called for jury duty, the District shall upon request join in an application to the court for a hardship postponement of such duty until the extended service rate assignment is completed.

Other Leaves. A substitute teacher shall be eligible for an unpaid leave of absence of up to one (1) year for personal or professional purposes but only after working three (3) years and one hundred twenty (120) accumulative days. Upon written notification to the District of his/her/their return from an approved leave, if properly certified, a substitute will be returned to active status. Responsibility for maintaining certification during the leave rests solely upon the unit member. The substitute also shall be entitled to resume paying insurance premiums subject to agreement by the carrier provided that the substitute had been eligible for coverage prior to commencing the leave.

A substitute who takes a one (1) year professional leave and returns to substitute teaching in the District and who had qualified for the District paid insurance contribution before taking the leave, will be eligible for the District-paid contribution after working fifteen (15) regular full days or thirty (30) half (1/2) days upon returning to the District.

C. FAMILY MEDICAL LEAVE

A substitute teacher eligible for FMLA or OFLA leave under state or federal law can use accumulated sick leave for such leave.

ARTICLE X - RIGHTS OF PROFESSIONAL EMPLOYEES

A. PERSONAL LIFE

The Board of Directors recognizes that the personal life of a substitute teacher outside the scope of the working environment is not an appropriate concern of the Board, except as it may affect the substitute teacher's work performance, student relationships, peer relationships, the regular operation of the school, or except as it may impinge on statutory responsibilities of the District.

B. REQUIRED MEETING OR HEARING

Whenever any substitute teacher is required to appear before the superintendent, Board, or any District administrator, the substitute teacher shall be given prior written notice of the specific reasons for the meeting or interview and shall be entitled to be accompanied and advised by a person of his/her/their choice; however, the substitute may be required to attend such a meeting or interview immediately following the notice herein described.

C. CRITICISM OF EMPLOYEES

Any criticism by a supervisor, administrator, or Board member of a substitute teacher and his/her/their job performance shall be made in confidence to the substitute teacher and not in the presence of students, other teachers, or parents. This clause is not intended to stifle or hinder resolution of classroom problems. EAST representatives and substitute teachers shall apply this standard to their criticism of the Superintendent, District administrators, Board members, and other employees.

D. NONDISCRIMINATION

The provisions of this Agreement shall be applied equally to all substitute teachers without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national or ethnic origin, marital status, age, mental or physical disability or perceived disability, pregnancy, familial status, genetic information, military or veterans' status, Association membership or nonmembership, or other legally protected status. A substitute may work in the same building as her/his/their spouse or significant-other; however, she/hethey may not be assigned to substitute for her/his/their spouse or significant-other without the prior approval of the director of the Human Resources Department or his/her/their designee. A substitute teacher who alleges discrimination under this Article shall have the right to seek resolution through the applicable District complaint procedure, as further defined in District policy and administrative rule. Based on the availability of complaint procedures and legal remedies, Article V – Grievance Procedures do not apply.

E. DUTY OF FAIR REPRESENTATION

EAST agrees to fulfill its duty of fair representation and agrees to indemnify, defend and hold the District harmless against any claim, demand, suit or liability (monetary or otherwise) arising from any action taken or not taken by EAST with respect to its duty of fair representation. EAST's liability begins at the point EAST breaches its duty of fair representation. Under this provision EAST is not liable for the District's attorney fees. EAST will be liable for any breach of the duty of fair representation that occurs on or after July 1, 1993.

F. USE OF SCHOOL BUILDINGS

EAST and its representatives have the right to be present in school buildings, providing there is no interference with the normal school program or activities and providing the building and district procedures for visiting a building are followed. EAST may use school building rooms and other meeting rooms for EAST collective bargaining contract business after regular building hours and the use shall be with prior approval of the building administrator.

ARTICLE XI - INSERVICE

- A. The district shall provide one half-day (1/2) of district-sponsored inservice program at the beginning of each work year. Persons on the master substitute lists at the time the inservice is provided are eligible to participate in the inservice program. Each substitute teacher who attends this one half-day (1/2) inservice, up to a maximum of two hundred (200) substitute teachers, shall be paid at the per diem rate for a half day. A committee appointed by the association may consult with the district regarding inservice programs.
- B. Substitute teachers may attend District-sponsored in-service under the same conditions as regular teachers upon prior approval of the sponsor of the in-service and providing space is sufficient. Substitute teachers will not be paid for attendance at these in-services.

ARTICLE XII - PROFESSIONAL RECOGNITION

- A. Substitute teachers will have the opportunity to apply for regular teaching employment.
- B. In the event that a District substitute teacher is hired into a regular teaching position, credit for days of substituting in District 4J shall be given for the purpose of salary placement. Such credit shall be based upon the following formula: one year of teaching experience shall equal a total of two hundred seventy (270) full days of District 4J substituting, or five hundred forty (540) half-days, or combination of full days and half-days equaling two hundred seventy (270) full days. Beginning with the 1989-90 school year, a record of days worked by substitutes will be maintained by the District as described in Article VI (G).
- C. Prior to reviewing outside licensed teacher applicants, and at the same time an administrator can review district probationary and temporary teacher applicants for vacant licensed teaching positions, the district will encourage the hiring administrator to review EAST's bargaining unit applicants. EAST will hold the District harmless from any applicant's claim based on the terms of this paragraph.

ARTICLE XIII - STRIKES AND LOCKOUTS

A. NO STRIKE

Neither the Association, nor any person acting on its behalf, nor any substitute teacher will initiate, cause, participate or join in, or sanction any strike, work stoppage, slowdown, unlawful picketing, concerted activity or other restriction of work, e.g. failure to report for duty, willful absence of a substitute teacher from his/her/their position, abstinence in whole or part from the full faithful and proper performance of duties of employment during the term of this Agreement. Violation of this provision shall make the substitute teacher liable to deletion and removal from the Substitute List for up to two (2) years pursuant to rules established by the District pursuant to Article II (B).

However, in the event of a lawful strike by the bargaining unit of certified, regularly-employed unit members represented by the Association, the District will not discipline, reprimand, or remove from the Substitute List a substitute unit member because he/she/they refuses to work, or commit to work, during such strike. Nothing in this provision shall be construed to modify in any way Article II of this Agreement except that refusal to work during a lawful strike by the regular certified unit shall not be the reason for removal of a substitute teacher from the Substitute List. Association officials and members will not take any action adverse to any substitute who commits to work, or works, during a strike by the regular certified unit. The District shall determine compensation at its sole discretion for substitute unit members who choose to work in the event of a strike provided the compensation shall not be less than provided in this Agreement.

B. NO LOCKOUT

There will be no lockout of substitute teachers by the District as a consequence of any dispute arising during the period of this Agreement. The inability of the District to provide work as a consequence of a strike or work stoppage by employees not covered by this Agreement shall not be deemed a lockout.

ARTICLE XIV - EAST RIGHTS

A. EAST BUSINESS

Association business shall be conducted outside the regular eight (8) hour day.

B. MAIL

EAST may use the District's intra-school mail service. The District shall collect and deliver mail daily at the EAST office.

C. COMMUNICATIONS

Communications shall be posted only in a display area which has been designated by the principal for that purpose. All EAST communications must clearly identify the authorship and be approved by EAST officers. No defamatory or scurrilous material shall be distributed or posted.

ARTICLE XV - DISTRICT RIGHTS

It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its employees. Except as expressly limited by this

Agreement and applicable law, without limiting the generality of the foregoing above, it is expressly recognized that the Board's rights and responsibilities include:

The right to determine location of the schools and other facilities of the school system; the determination of the financial policies of the District; the determination of the management, supervisory or administrative organization of each facility in the system and the selection of employees for promotion to supervisory, management, or administrative positions; the maintenance of discipline and control and use of the school system property and facilities; the determination of safety, health, and property protection measures; the enforcement of the rules and regulations now in effect and the establishment of new rules and regulations from time to time; the direction and arrangement of all working forces in the system, including hiring employees, and suspending, discharging, disciplining or transferring employees for poor or unacceptable work or for other reasons; creation, combination, modification or elimination of any teaching position; the determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance; the layout of equipment to be used and the right to plan, direct, and control school activities; the determination of the processes, techniques, methods and means of teaching and the subjects to be taught; the establishment of hours of employment; the determination of the time, days and manner of payment; the scheduling of

classes and assignment of work loads; selection of textbooks, teaching aids and materials; and assignments to all duties of an extracurricular nature.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

A. JOINT PROBLEM SOLVING

Upon request, representatives of EAST and Human Resources will meet up to three times per year to discuss concerns relating to the implementation of this Agreement and other employee relations issues.

IN WITNESS WHEREOF, the Eugene Education Association caused this Agreement to be signed by its President and attested to by its Secretary, and the Board has caused this Agreement to be signed by its Chair, attested by its Superintendent-Clerk.

EUGENE EDUCATION ASSOCIATION

EUGENE SCHOOL DISTRICT 4J

President Date

Chair Date

ATTEST:

ATTEST:

UniServ Consultant, OEA Date

Superintendent – Clerk Date

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ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

August 3, 2022

Title

Approve Routine Personnel Actions

Presenter

Karen Hardin, Director of Human Resources
Dr. Andy Dey, Superintendent

Recommended Action

The superintendent recommends that the board of directors:

1. ***Approve the employment of the licensed administrators or executives listed below for the 2022-23 school year:***

Name	Title	Location	FTE
K.C. Bodily	Principal	Spring Creek Elementary	1.0
Sebastian Bolden	Director of Middle School Education	Instruction	1.0
Greg Borgerding	Director of High School Education	Instruction	1.0
Morgan Christensen	Title IX Coordinator	Human Resources	1.0
Missy Cole	Principal	Churchill HS	1.0
Kerry Frazee	Education Administrator	Prevention Services	1.0
Kay Graham	Interim Principal	Sheldon HS	1.0
Joe Hadley	Principal	Charlemagne French Immersion Elementary	1.0
Jennifer Hebard	Principal	Kennedy MS & Chinese Immersion	1.0
Rob Hess	Chief of Staff	Superintendent's Office	1.0
Ricci Huling	Assistant Principal	South Eugene HS	1.0
Mike Ingman	Administrator	Human Resources	1.0
Beth Kruziki	Assistant Administrator	Eugene Education Options	1.0
Scott Mayers	Administrator	Eugene Education Options	1.0
Paula Nolan	Principal	Spencer Butte MS	1.0

2. **Approve the employment of the licensed employees listed below for the 2022-23 school year:**

Name	Title	Location	FTE
Melissa Andrews	Special Education Teacher	Student Services Department	1.0
Maria Alvarez-Brown	Speech and Language Specialist	Student Services Department	1.0
Carrie Balavender	Classroom Teacher	Willagillespie Elementary	1.0
Kendallyn Ball	Classroom Teacher	Holt Elementary	1.0
Carrie Bartlett	Occupational Therapist	Student Services Department	1.0
Mathilde Begu	French Teacher	South Eugene HS	.75
Henry Benz	Special Education Teacher	Sheldon High School	1.0
Jennifer Blake	School Psychologist	Student Services Department	1.0
Talia Bowman	Classroom Teacher	Edison Elementary	1.0
Matthew Bradley	Science Teacher	Spencer Butte MS	1.0
Shawna Breach	Math Teacher	Churchill HS	1.0
Emily Brown	Classroom Teacher	McCornack Elementary	1.0
Eva Burgess	Science Teacher	Churchill HS	1.0
Katrina Burkhardt	Health & AVID Teacher	Kennedy MS	1.0
Katherine Burns	Special Education Teacher	Student Services Department	1.0
Sarah Cascagnette	Physical Therapist	Student Services Department	1.0
Jasmine Castigliano	Essential Skills Coordinator & Behavior Specialist	McCornack Elementary	.75
Vern Cedarlund	Advanced Math Teacher	Sheldon HS	0.5
Kelley Deitemeyer	CTE Health Sciences Teacher	North Eugene HS	1.0
Joy DeMoss	Counselor	Churchill HS	1.0

Michael Dempsey	Classroom Teacher	Holt Elementary	1.0
Beatriz Downes	Classroom Teacher	Buena Vista Elementary	1.0
Jessica Draper	Occupational Therapist	Student Services Department	1.0
Christopher Emmick	Science Teacher	Sheldon HS	1.0
Shannon Evans	Language Arts & Social Studies Teacher	Monroe MS	1.0
Rachel Farkas	Physical Education	Chinese Immersion & Family School	0.8
Randy Fisher	Math Teacher	Eugene Online Academy	1.0
William Forrester	Speech and Language Pathologist	Student Services Department	1.0
Carolina Garcia Ramirez	Classroom Teacher	River Road/El Camino del Rio Elementary	1.0
Jacqueline George	Classroom Teacher	Buena Vista Elementary	1.0
Benjamin Godfrey	Advanced Math Teacher	South Eugene HS	1.0
Midge Greentree	Elementary Staff Development Specialist	Instruction	1.0
Martha Haake	Classroom Teacher	McCornack Elementary	1.0
Sheela Hadjivassiliou	French Immersion Social Studies	South Eugene HS	1.0
Marissa Harshbarger	Classroom Teacher	Holt Elementary	1.0
Michael Hatch	Classroom Teacher	Camas Ridge Elementary	1.0
Ryan Hintz	Health Teacher	Arts & Technology Academy	1.0
Justin Hollander	Language Arts & Social Studies Teacher	Kelly MS	1.0
Krin Hunt	Advanced Math Teacher	South Eugene HS	1.0
Jessica Izsak	Counselor	Edison Elementary	1.0
Olivia James	Physical Education Teacher	McCornack Elementary	0.5
Montana Janssens	Math Teacher	South Eugene HS	1.0
Xiaowen Jensen	Chinese	Kennedy MS	1.0

	Immersion Social Studies & Lang Arts Teacher		
Alison Johnson	Classroom Teacher	Yujin Gakuen Elementary	1.0
Elizabeth Johnson	Reading Specialist Elementary TOSA	Instruction	1.0
Sara Justice	Reading Specialist Elementary TOSA	Instruction	1.0
Madison Kunzman	Classroom Teacher	Howard Elementary	1.0
Wilbur Larson	9 th Grade Transition Coordinator	North Eugene HS	1.0
Jessyca Lewis	CTE Business Teacher	South Eugene HS	0.5
Christina Lowell	Physical Science Teacher	Churchill HS	1.0
Claire Mahoney	Classroom Teacher	Chavez Elementary	1.0
Melissa Martinez	Counselor	South Eugene HS	1.0
Dagmara McKnight	Chemistry Teacher	Churchill HS	1.0
Grace Mehlhaff	Classroom Teacher	Buena Vista Elementary	1.0
Kirk Miller	Physical Education Teacher	Churchill HS	1.0
Ruth Mountainspring- Stenkamp	Math Teacher	Madison MS	1.0
Lisa Neeley	Title I Reading & Math Teacher	Family School	0.5
Timothy Neeno	Social Studies Teacher	Churchill HS	.66
Alexis Neuman	Mental Health Specialist	Student Wellness & School Safety	1.0
Sabreen NoorAli	Speech and Language Specialist	Student Services Department	0.5
Margarita O'Brien	Classroom Teacher	River Road/El Camino del Rio Elementary	1.0
Rachel Parac	Counselor	McCornack Elementary	1.0
David Pete	Science Teacher	Kelly MS	1.0

Myah Rabourn	Classroom Teacher	Holt Elementary	1.0
Marcus Reed	Counselor	Cal Young MS	1.0
Edmund Rivera	Health/PE Teacher	South Eugene HS	1.0
Heather Rodgers	Science Teacher	Sheldon HS	1.0
Mark Rodgers	Science Teacher	Sheldon & South HS	.5/.5
Gloria Rojas de Russell	Elementary Staff Development Specialist TOSA	Instruction	1.0
Joseph Schantz	School Psychologist Intern	Student Services Department	1.0
Dani Schroeder	School Psychologist	Student Services Department	1.0
Beth Seagrave	Counselor	Madison MS	1.0
Kristina Sherry	Language Arts Teacher	South Eugene HS	1.0
Adam Shepard	Classroom Teacher	Edgewood Elementary	1.0
Kimberly Sills	Counselor	Chinese Immersion & Family School	.5/.5
Olivia Sparks	Classroom Teacher	Gilham Elementary	1.0
Yasmin Staunau	Art & CTE Teacher	South Eugene HS	0.5
Rachel Stroh	Spanish Teacher	Spencer Butte MS	0.6
Leah Suderman	Band & Choir Teacher	Kennedy MS	1.0
Dora Szarvas	Spanish Immersion Teacher	Sheldon HS	0.5
Ethan Tibbs	Classroom Teacher	Gilham Elementary	1.0
Alyssa Van Laar	Band Teacher	Spencer Butte MS	0.8
Anne Vela	ELL Teacher	Instruction Department	1.0
Amber Verkler	Classroom Teacher	Willagillespie Elementary	1.0
Danyielle Wagner	Classroom Teacher	Gilham Elementary	1.0
Kathryn Walton-Williams	Classroom Teacher	Twin Oaks Elementary	1.0
Nesrin Ward	Math Teacher	Kennedy MS	1.0
Rebecca Welch	Classroom Teacher	Edison Elementary	1.0
Anna Wellman	Health and PE Teacher	Monroe MS	1.0
Annie Whitted	Classroom Teacher	Buena Vista Elementary	1.0

Peter Wiebe	CTE Construction (Math & Language Arts)	Instruction	1.0
Cameron Wray	Math Teacher	Sheldon HS	1.0

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

Name	Title	Location	Reason	Effective Date
David Barnes	Classroom	K-5 Connect	Resignation	06/20/2022
Karyn Bayer	Classroom Teacher	Buena Vista Elementary	Resignation	06/20/2022
Jeffery Boen	Music Teacher	Churchill HS	Resignation	06/20/2022
Tyler Boorman	Band Teacher	Kennedy MS	Resignation	06/20/2022
Kendra Brott	Counselor	Sheldon HS	Resignation	06/20/2022
John Bryant	Health Teacher	Cal Young MS	Resignation	06/20/2022
Vladimir Caldera	Spanish Teacher	Spencer Butte MS	Resignation	06/20/2022
Lindsey Daggett	Classroom Teacher	Holt Elementary	Resignation	06/20/2022
Kateline Downes	Classroom Teacher	Buena Vista Elementary	Resignation	06/20/2022
Laura English	Special Education Teacher	Arts & Technology Academy	Resignation	06/20/2022
Lilliana Forsman	Classroom Teacher	River Road/El Camino del Rio Elementary	Resignation	06/20/2022
Dante Fumagalli	Special Education Teacher	Student Services Department	Resignation	06/20/2022
Michael Gonzalez	Athletic Trainer	Churchill HS	Resignation	06/20/2022
Lili Henderson	Classroom Teacher	Buena Vista Elementary	Resignation	06/20/2022
Mark Hewitt	Math Teacher	Eugene Online Academy	Resignation	06/20/2022
Rebecca Huot	Science Teacher	North Eugene HS	Resignation	06/20/2022
Dena James	Staff Development Specialist	Instruction Department	Resignation	06/20/2022
Erin Kennison	Classroom Teacher	Buena Vista Elementary	Resignation	06/20/2022
Alisen Le	Counselor	North Eugene HS	Resignation	06/20/2022
Betsy Logan	Classroom Teacher	Howard Elementary	Retirement	09/01/2022
Sara Matteri	Counselor	Adams Elementary	Resignation	06/20/2022
Valerie Metcalfe	French Teacher	South Eugene HS	Resignation	06/20/2022

Thomas Morrow	Math & Science Teacher	Kennedy MS	Resignation	06/20/2022
Quin Nelson	Classroom Teacher	Howard Elementary	Resignation	06/20/2022
Susan Nicholson	Advanced Math Teacher	South Eugene HS	Retirement	07/01/2022
Karen Olsen	Classroom Teacher	McCornack Elementary	Retirement	07/01/2022
Taylor Reineke	Math Teacher	South Eugene HS	Resignation	06/20/2022
Anthony Robinson	Health/PE Teacher	Churchill HS	Resignation	06/20/2022
Mandy Robison	Classroom Teacher	Holt Elementary	Resignation	06/20/2022
Whitney Rockwood	Special Education Teacher	Kennedy MS	Resignation	06/20/2022
Jason Sabala	Special Education Teacher	Spencer Butte MS	Resignation	06/20/2022
Caleb Salmond	Counselor on Special Assignment	Instruction	Resignation	06/20/2022
Maria Schaad	Spanish Teacher	Churchill HS	Retirement	07/01/2022
Carol Standefer	Chemistry Teacher	Sheldon HS	Retirement	07/01/2022
Jeff Stimler	Classroom Teacher	Holt Elementary	Retirement	08/01/2022
Steve Sumner	Classroom Teacher	Edgewood Elementary	Retirement	08/01/2022
Nicole Thorburn	Classroom Teacher	Charlemagne French Immersion Elementary	Resignation	06/20/2022
Anne Tomlanovich	Counselor	Madison MS	Resignation	06/20/2022
William Wagner	9 th Grade Transition Specialist	North Eugene HS	Resignation	06/20/2022
Rebekah Whittaker	Classroom Teacher	Chavez Elementary	Resignation	06/20/2022
Nicole Wilson	Classroom Teacher	K-5 Connect/Gilham Elementary	Retirement	09/01/2022

4. Approve the acceptance of the resignations of the senior staff listed below:

Name	Title	Location	Reason	Effective Date
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Andrea Belz	Director of Financial Services	Financial Services	Resignation	07/11/2022
Kerry Delf	Chief of Staff & Director of Communications	Communications Dept.	Resignation	08/02/2022
Holly Langan	Director of Support Services	Nutrition Services/ Purchasing	Resignation	07/29/2022
Christine Nesbit	General Counsel	Human Resources	Resignation	07/29/2022

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

Date: June 16, 2022

The Board of Directors of School District No. 4J, Lane County, Eugene, Oregon, held an executive session at 7:30 p.m. and a special meeting at 9:00 p.m. via video conference. Notice of the meeting was mailed to the media and posted in the Education Center on Friday, June 10, 2022, and published in *The Register-Guard* on Wednesday, June 15, 2022.

ROLL CALL

BOARD MEMBERS:

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

STAFF:

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

MEDIA:

KRVM, KEZI, The Register-Guard, Whole Community News

I. EXECUTIVE SESSION

The board convened in executive session to consider records that are exempt by law from public inspection pursuant to ORS 192.660 (2)(f).

All matters discussed during executive sessions are confidential and shall not be disclosed without authorization by the school board.

II. SPECIAL BOARD MEETING

Chair Newman called the special board meeting to order at 9:17 p.m. and noted that all board members were present.

Chair Newman asked whether there were additional items for the agenda.

Mr. Lafer asked to add a motion to adopt three initiatives. Ms. O'Rourke seconded the motion. Mr. Lafer referred to information which he had sent the rest of the board prior to the meeting. He summarized the actions that would be taken: to direct the Superintendent, Board of Directors and Cabinet to engage in equity training with a qualified trainer; to provide to the Superintendent an executive coach qualified in equity who would also give feedback to incorporate into the

Superintendent's annual review; and to direct the Superintendent to create an ombudsperson who would receive anonymous complaints in the district.

Chair Newman asked to amend the motion to make it an item for future action on a date certain of June 22, 2022. This would give the board and staff time to determine what the costs would be and to clarify some of the language. Mr. Lafer agreed to the friendly amendment.

Ms. Rabasa asked to have a thorough discussion that evening so that the board would be ready to make the decision on June 22.

Ms. O'Rourke said she had written the original motion and did not agree with the friendly amendment. She said that she would not vote that evening on the item for action to approve a contract with the superintendent candidate if the additional motion in question was not approved.

Ms. Rabasa believed that the actions to be taken in the motion should have already been in place because of their importance in the district's equity work. She considered them to be best practices.

Ms. Hasija Kauffman wanted to have the motion encoded into the contract that was being prepared for the superintendent candidate.

Ms. Hsu agreed that the motion would make ongoing work in equity and anti-bias training part of the superintendent contract.

Ms. O'Rourke said that an executive coach would be specifically chosen for the superintendent the board was proposing that evening. She continued that she was asking for the measure to be taken because of concerns raised by the public and by staff. She believed an executive coach would set the candidate up for success and growth.

Mr. Lafer made additional comments regarding the importance of an executive coach for the superintendent and equity training for the superintendent, board and cabinet.

Chair Newman asked to vote on the motion with the friendly amendment to be on the agenda for the evening as an item for future action.

Vice Chair Rabasa clarified with Ms. O'Rourke her desire to have the motion be approved that evening so that they could be part of the contract negotiations with the superintendent candidate.

Chair Newman asked for a vote on the amendment to have the motion be an item for action on June 22, 2022. **The motion did not carry 5:2 with Vice Chair Rabasa, Ms. Hsu, Mr. Lafer, Ms. O'Rourke, and Ms. Hasija Kauffman voting against, and Ms. Hays and Chair Newman voting for.**

Chair Newman asked for a vote for the original motion to be on the agenda that evening. **The motion passed 5:2 with Vice Chair Rabasa, Ms. Hsu, Mr. Lafer, Ms. O'Rourke, and Ms. Hasija Kauffman voting for, and Ms. Hays and Chair Newman voting against.**

III. ITEMS FOR ACTION

1. Approve Language to be included in the Discussion for the Candidate for Superintendent

Presenter: Gordon Lafer

After discussion during which small changes were made to the proposal, the board was ready to vote on the following items for action. Chair Newman asked Mr. Lafer to read each motion into the record.

- a. The Board directs the Superintendent to work with Board leadership to establish ongoing equity training for the Board, Superintendent, and the Superintendent's cabinet, from a leading equity trainer to be selected jointly by the Board and Superintendent. This plan will be reviewed annually by the Board and we will work toward making this Board policy.

Mr. Lafer moved and Ms. Hasija Kauffman seconded the motion to approve the item for action. **The motion passed unanimously.**

- b. The Board directs the Superintendent to hire an executive coach or advisor who specializes in equity work, and who will be available to work with the Superintendent and each member of the Superintendent's cabinet. The coach will provide feedback to the Board that will be incorporated into the Superintendent's evaluation, and feedback to the superintendent that will be incorporated into the evaluation of cabinet-level staff. This plan will be reviewed annually by the Board.

Mr. Lafer moved and Vice Chair Rabasa seconded the motion to approve the item for action. **The motion passed unanimously.**

- c. The Board directs its representative to include in the new superintendent's contract the provision of an Executive Coach to be selected jointly by the Board and Superintendent.

Mr. Lafer moved and Ms. Hasija Kauffman seconded the motion, **which passed unanimously.**

- d. The Board directs the Superintendent to contract with an outside individual or organization to serve as an ombudsperson that will be available to accept anonymous complaints from students, staff, parents or community members who have concerns about 4J practices but are afraid to attach their name to these concerns. Anonymous complaints cannot be the basis for personnel actions. The ombudsperson may communicate concerns to the Board and/or Superintendent as subjects for possible discussions with individuals or changes in relevant practices or policies within the district. The Board will work toward making this policy.

Mr. Lafer moved and Vice Chair Rabasa seconded the motion to approve. During the discussion, Ms. Nesbit said that there were formal and complex complaint procedures already, and she wanted to remind the board that the motion in question address anonymous complaints. **The motion passed 6:1. Ms. Hays was the dissenting vote.** Ms. Hays said although she supported the concept, she would have liked more time to determine the cost and potential issues before voting.

2. Approve a Motion to Make an Offer of Employment for the Position of Superintendent
Presenter: Judy Newman. Board Chair

Vice Chair Rabasa moved to appoint Dr. Andy Dey as Superintendent, subject to the successful negotiation of a proposed contract. The proposed contract would be in a form approved by the district's attorney and would be presented to the board for a future vote. Mr. Lafer seconded the motion.

Ms. O'Rourke proposed that the Board be allowed to choose the attorney who would review the contract. Mr. Lafer made suggestions on language for the motion. Ms. Nesbit said that the district had established relationships with outside law firms and added that trying to hire new counsel would slow the contract process down considerably.

Vice Chair Rabasa asked whether the contract was close to being agreed on. Mr. Lafer, negotiator, considered that the contract was almost complete. He added that the timeline was the most important and he could work with the established law firm. Ms. O'Rourke asked whether a different lawyer from the same firm could be chosen. Chair Newman asked that Mr. Lafer be able to make that decision if he deemed it necessary. Ms. Nesbit said she was available to facilitate a change if needed. There was additional discussion about whether a change to the original motion was necessary.

Chair Newman asked whether other board members wished to make a comment before she called for the vote.

Ms. Hasija Kauffman said she had hoped to have the opportunity to vote for an external candidate who could bring a fresh perspective to the district. She would work with the next superintendent on driving growth and change for the community.

Vice Chair Rabasa was excited by the prospect of having Dr. Dey as the next superintendent. His experience, vision, values, and growth mindset were part of the reason she would vote for him. She was confident in his willingness and capacity to work with the district and continue the already building momentum. He was integral to many initiatives 4J was working on. Ms. Rabasa added that Dr. Dey would be the first superintendent of native heritage. She looked forward to working with Dr. Dey.

Mr. Lafer acknowledged that the community had a range of strong views on the superintendent candidates and hoped that the motions that had just been adopted would address some of the issues that had been revealed during the past months. He added that there were many challenges for students such as mental health, education for students with IEPs, technical education, and reestablishing trust with educators. He believed that Dr. Dey would be ready to make the changes necessary. Mr. Lafer added his appreciation for Superintendent Vandercar who had done a great job guiding the district for the past two years.

Ms. O'Rourke acknowledged the depth of opinion on who should be the next superintendent. She believed that Dr. Dey had the emotional intelligence to guide the district. He was a critical thinker who also was a good communicator, a team player, and was respectful. She believed he had the ability to be a great leader and to change the culture of the district, and she was excited to be voting in the first Native American superintendent.

Ms. Hays said to all the women who had emailed the board and written letters that she was sorry. She understood the fears of ongoing exclusion and sexism and fears of retaliation that the board's vote would bring. She asked them not to give up or leave the district, but to stay to work with Ms. Hays and other board members to make the district a place where all voices were elevated, included, and believed.

Chair Newman said that she had listened intently to determine what the district needed. She had also heard in the reflections of all four candidates that the district needed time for healing and to work towards trust and to be guided by a leader who listened, had emotional intelligence and could inspire and unite the community. She had heard from many persons to slow down the process and to wait. Based on what she had learned, she would not be voting for the candidate that evening. She said that if the board did approve Dr. Dey, she would fully support his superintendency.

Chair Newman called for the vote to appoint Dr. Dey as the next superintendent. **The vote passed 4:3 with Mr. Lafer, Ms. Hsu, Ms. O'Rourke and Vice Chair Rabasa voting yes, and Chair Newman, Ms. Hays and Ms. Hasija Kauffman voting no.**

IV. **ADJOURN**

Chair Newman adjourned the meeting at 10:19 p.m.

Andy Dey
District Clerk

Maya Rabasa
Board Chair

(Recorded by Eliza Drummond)

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

Date: June 22, 2022

The Board of Directors of School District No. 4J, Lane County, Eugene, Oregon, held an executive session at 5:30 p.m. and a regular board meeting at 7:00 p.m. via video conference and at the Education Center, 200 North Monroe Street in Eugene, Oregon. Notice of the meeting was mailed to the media and posted in the Education Center on Friday, June 17, 2022 and published in *The Register-Guard* on Monday, June 20, 2022

ROLL CALL

BOARD MEMBERS:

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

STAFF:

Cydney Vandercar, Superintendent
Kerry Delf, Chief of Staff
Brooke Wagner, Assistant Superintendent for Administrative Services
Melissa Ibarra, Director of Elementary Education
Andy Dey, Director of Secondary Education
Kat Lange, Director of Educational Support Services
Christine Nesbit, General Counsel
Ryan Spain, Director of Facilities Management
Steve Menachemson, Director of Technology
Karen Hardin, Director of Human Resources
Oscar Loureiro, Director of Research and Planning
Andrea Belz, Director of Finance
Misael Flores Gutierrez, Director of Equity
Larry Williams, Director of Equity
Eric Anderson, Director of Curriculum
Bernadette Adeniran, Administrator, Human Resources
Patrick Brown, District Athletic Director
Lisa Fjordbeck, Executive Assistant / Board Secretary

EMPLOYEE ASSOCIATIONS:

Sabrina Gordon, Eugene Education Association
Peter Tromba, Managers, Administrators, Professionals and Supervisors

MEDIA:

KRVM, The Register-Guard, Double Sided Media

I. EXECUTIVE SESSION

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

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

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

II. REGULAR BOARD MEETING

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

Chair Newman called the regular board meeting to order at 6:32 p.m. and noted that all board members were present via videoconference.

After the board recited the Pledge of Allegiance, Chair Newman read the Land Acknowledgement.

IV. AGENDA REVIEW

Chair Newman asked whether there were any changes to the agenda.

Mr. Lafer asked to add an action item regarding the Superintendent Contract. There was no opposition to the request.

Mr. Lafer asked to move Item **XIV.2—Consider Approval of Instructional Allowances for 2022-23** from Items for Future Action to Items for Action. The board agreed to the change.

Vice Chair Rabasa asked to pull Item **XII.3—Approve Inclusion of Professional Development Time in Calculation of Instructional Time for the 2021–22 School Year** from the consent agenda to the Items for Action so that the board could discuss it before voting. The board agreed to the change.

Ms. O'Rourke asked to add a vote on the Camas Ridge Elementary School build to Items for Action. Chair Newman said that staff who could address the issues were not present and asked whether there could be a discussion about Ms. O'Rourke's concerns with action to be taken at a future meeting. It was agreed that the board would have a conversation during the Items for Information.

Chair Newman said that Superintendent Vandercar was traveling and would join the meeting as soon as she could.

V. INTRODUCTION OF GUESTS AND SUPERINTENDENT'S REPORT

Chair Newman said that Superintendent Vandercar had recorded her report for the board. The full transcript is included below:

Good evening Board Chair Newman and Board Members,

As we meet for the last scheduled board meeting of the year, I'd like to take a moment to celebrate the successes we've worked to create for students and staff.

In the Fall of 2019, before COVID sanctions made this impossible, we filled the auditorium with administrators and community partners to hear from John Van Dreal to learn how to prevent school violence. We started the work with Hoots, DHS, Kids First, 4J's behavioral threat assessment staff, Lane County Juvenile Justice, Lane County Mental Health and local law enforcement. The goal was to support students and families with mental health needs before behavior escalated. Now that we are back in schools, the plan is to build on what we learned pre-pandemic from John – working in partnership with our community to make our schools and community safer by supporting mental health needs quickly.

We all know that a lot of our students struggled greatly this year. And they still need help. Even the expanded mental health supports added across the district hasn't been enough. What we all know is that every student is in need of at least one person in their life who pays attention, checks in on them and makes sure they know they matter to someone. Our staff stepped up this year to be that person for the students who needed someone.

When I visited schools at the end of the year, it was evident that the work of each building has created a more regulated community and respectful learning environment. Of course, there was more work to do, but we must look back and acknowledge the distance we've come since this Fall when we moved back to brick and mortar. I believe our kids were changed by the pandemic... the lessons they learned as the world pressed on through the pandemic were difficult and they seemed wiser than their year.

I attended six graduation ceremonies. The beauty was that each one was different from the other in the details, but they all honored their graduates. Students demonstrated their talents and shared their thoughts for the future. It was truly an honor to be a part of their collective moments.

In addition to celebrating our successes, I think we must also look at some challenges we face.

Tonight, you will approve adopting the budget for the coming year. I understand completely board members' desire to support our teachers and classified staff at the highest level possible. Our country does not invest sufficiently in our public educational systems. If we are able at the state and local levels to improve on that investment, we should.

Your budget addresses many good and important purposes, including compensating staff, relieving employee workload and supporting students' mental health, socio-emotional and academic learning needs.

These investments create ongoing commitments in the face of declining enrollment, the end of one-time pandemic relief funds and growing costs. If funding support does take a turn for the worse, future cuts will need to be thoughtfully planned and discussed with

stakeholders. The board built a base this year by extending the budget meetings to have more community dialogue and hear from constituents.

I know that school boards understand making cuts is difficult. One current member helped lead the board through some of the toughest cuts our district has ever had to make. Community, staff and students need an opportunity to be heard in an effort to make the wisest choices. If I've learned one thing over the years, it's that all programs are important to someone.

Thank you for the opportunity to lead Eugene School District 4J through the pandemic. I love this district and am so proud of the successes of our schools and programs, because all of our successes lead to the successes of our students.

We do not do any of this work alone. Our school board has supported the investments and bears the ultimate responsibility for our progress.

Thank you to each of you for serving our district this year as we faced difficult issues together.

VI. COMMENTS BY BOARD CHAIR

Chair Newman thanked Interim Superintendent Vandercar for her fortitude and leadership throughout the duration of her superintendency. Chair Newman reported that during the 2020-21 school year, Ms. Vandercar focused on the myriad challenges and adjustments needed because of the pandemic, including distributing needed goods to families and securing child care; implementing health and safety rules and immunization clinics; and constantly pivoting and focusing the team effort of the district. Chair Newman continued that in her second year as interim superintendent, Ms. Vandercar initiated important work including elevating equity work, encouraging staff to create affinity groups, adding wraparound services, and creating a suicide prevention team.

Chair Vandercar also honored Mary Walston who resigned at the end of March 2022. Ms. Walston joined the board in 2009 after serving on the Budget Committee. She was the Lane Council of Governments representative for twelve years and served as its chair. Chair Newman continued that during the duration of her time on the board, Ms. Walston volunteered three days a week in classrooms and school cafeterias and was nominated for an Ace Award. She had a passion for public process, meeting protocol and following board policies, which she painstakingly reviewed. Ms. Walston was a tireless volunteer who helped to pass all school bonds and levys during her tenure.

Chair Newman expressed her gratitude for the community for their compassion to ensure that every student was cared for. She said that it was her last meeting as Board Chair and she would continue to work hard as a board member.

VII. PUBLIC HEARING

1. Conduct a Public Hearing on the Eugene School District 4J 2021-22 Supplemental Budget No. 1, Making Appropriations for the 2021-22 Fiscal Year

Chair Newman opened a Public Hearing for the Supplemental Budget, which had been published in the Register-Guard June 5, 2022.

There were no persons present to make comment. Chair Newman closed the Public Hearing for the Supplemental Budget.

VIII. ITEMS RAISED BY THE AUDIENCE

Chair Newman read the requirements for making public comment at a School Board meeting. She said that the time had been extended to allow additional comments on Board Policy KGBB-Firearms.

Martha Moultry was a retired elementary school teacher and principal. She asked to prohibit firearms on school campuses, including concealed firearms. She said that guns had no place on school campuses. School staff often had to calm irate parents and community members. Asking teachers and staff to consider that someone might be carrying a weapon was above and beyond their capacity. If passed by the board, Policy KGBB would reduce the number of concealed weapons on campuses and make schools safer.

Marion Malcolm agreed with Ms. Moultry's sentiments that Policy KGBB should be passed. She opined that the same persons who would vote against the policy might also be those who did not want to have masks in school and did not want the true history of the United States to be taught. She was in support of the board's decision.

Andrew Ross agreed with the previous speakers. He was concerned about the disruption that had occurred in a prior meeting and the actions that were taken by those present. He believed that limiting firearms on campus would make schools safer. He said that violence and violent racism was on the rise again. He was appalled and ashamed that it had happened in Eugene. He said that it was important to continue to reflect on personal biases when they were pointed out and to renew the commitment to make the community safe for everyone.

Ibra Taher was a father with two children. He had been present for the events of the board meeting in May. He was insulted that he had been labeled. He said that the term racist was being weaponized to single out persons who did not agree with board members. He asked for an apology. He said that his right to carry a concealed weapon would be violated if Board Policy KGBB was passed. He did not understand the logic of a gun-free zone.

Jacob Trewe was a parent. He was in support of the proposed board policy. He did not think that allowing guns in schools, where they could be used by persons in a heightened state of agitation, was smart policy.

Jessica Zink was a parent and a volunteer. She urged the board to enact Board Policy KGBB and to provide families in the district with information about the safe storage of firearms. Those carrying concealed weapons in schools would not be a deterrent to school shooters who were suicidal and armed with automatic weapons. She asked the board to keep her and all children safe from gun violence.

Larry Lewin also gave his support to passing Board Policy KGBB. He said that mental health was a contributing factor in the issue of gun violence. He added that school needed to be places of joy, belonging, and community using exploration and critical thinking.

Bob Bussel was concerned about the future for children. He supported the passing of Board Policy KGBB. He had learned after listening to those closest to the issue that teachers, staff and students did not want weapons in schools. He did not believe that persons carrying weapons on school would make anyone safer, but rather would create stress and less security. He cited Portland Public School's passing of a similar policy. He reported that the presence of guns in schools did not make them safer and added that measures to make schools more physically secure should be examined.

Roscoe Caron spoke about mental health and obsession. He said that the amount of guns in the United States indicated that there was an obsession with guns. He asked the district to explore whether the ways that they were contributing to the obsession with standardized teaching, learning and testing was healthy for students.

Emily Heilbrun was a volunteer with SMART and was in support of Board Policy KGBB. She reported that allowing guns on school grounds was more likely to lead to shootings, homicides, and suicides and unlikely to prevent mass shootings.

Ronald Clegg had attended the meeting in May and reported that no guns were unholstered or discharged. He listed the requirements to receive a concealed carry permit. He said that criminals did not care about laws. He said that if a teacher had been armed inside the school in Uvalde, less lives would have been lost. He said that knowledge and training were important. He asked to not be criminalized. He asked teachers to be armed so that they could protect their students.

Harry Sanger asked whether passing Board Policy KGBB would stop a person from committing a crime, or hurt law abiding families. He considered the actions of the board after the May meeting a form of social bullying towards him and other persons who attended the meeting. He also asked the board not to ostracize and delegitimize those who did not agree with the board. He added that the board had a history of not listening to those who did not agree with them. He asked to work together.

Debra McGee shared her history with those who were concerned with the amount of gun violence in schools. She cited research that right to carry laws were associated with higher rates of violence and did not reduce violent crimes. She added that if more guns made the nation safe, it would already be safe, not less so. She finished by expressing her concern regarding climate change and said that it was leading to higher rates of suicide among young people.

Diane Peterson had worked to pass Senate Bill 554 on which Policy KGBB was based. She said that the possession of guns in schools put staff and students at risk. She cited the event at Cascade Middle School in 2019 when a person was shot and killed after bringing a loaded gun to school. She listed the other schools that had already passed similar policies limited concealed weapons on schools.

Kathryn Coughlin was an elementary school teacher who had been present during an active shooter event and described how terrifying it was. She pointed out that the board meeting was

being held via videoconference because of the threat of violence to school board members, but they continued to send children to school every day.

Ashley Chesser was a parent urging to adopt the proposed policy KGBB. She said that guns did not make schools safer. She asked the board to take the step to make the community safer.

David Moir had attended the meeting in May. He said that by removing school resource officers, the district had taken away a vital first response to school violence. He supported concealed carry licenses in schools to prevent against threats of gun violence.

Misty Fox asked the board to consider how many times a lawfully concealed weapon had been used in violence at school. She added that gun-free school zones attracted crime. She pointed out that the board had voted to provide themselves with safety devices after a contentious meeting at the same time that they were removing them from schools. She said that those with legally concealed weapons could be considered a first defence against a school shooter. She referenced the illegality of Senate Bill 554.

IX. COMMENTS BY EMPLOYEE GROUPS

Sabrina Gordon, President of Eugene Education Association, thanked Interim Superintendent Vanderkar for her service to the district the past two years. She said that the emotional and mental health needs of students had made teaching more challenging during the past year. Social and political tensions made their way into the classroom and ongoing workforce shortages made providing the services all students needed difficult.

Ms. Gordon urged the board to adopt Board Policy KBGG-Firearms. She also asked for the board to consider authorizing the use of instructional time allowances to help create daily schedules that allowed students and educators to connect and collaborate, and to fund adequate staffing and new curriculum materials.

X. COMMENTS AND COMMITTEE REPORTS BY INDIVIDUAL BOARD MEMBERS

Ms. Hays appreciated Chair Newman's acknowledgement of all the ways in which Ms. Walston contributed before, during and after her time as a school board member. She also thanked Superintendent Vanderkar for leading the district the past two years and mentioned the scope of knowledge the district would be losing as many veteran teachers retired. She appreciated the board creating the time to hear the many comments that evening, especially regarding Policy KGBB.

Ms. Hasija Kauffman was sad to have missed graduations, wished all the graduates well, and acknowledged their accomplishments made during the pandemic. She added that being able to meet teachers personally over the past two months gave her hope for the future. She wished her fellow board members a happy summer break.

Mr. Lafer also thanked Superintendent Vanderkar for her leadership the past two years. He thanked retired board member Martina Shabram for her tenure on the board as well. He acknowledged the many comments made that night regarding Policy KGBB. Mr. Lafer continued that he had attended a social studies class during which students were engaged in learning about philosophy. Mr. Lafer wanted to focus attention on improving teaching and learning by

implementing changes to schedules, professional development, lesson plans, and coordination of programs.

Ms. Hsu thanked Chair Newman for her service and to everyone who had extended her a warm welcome. She said it had been a hectic time, but she hoped to continue to develop relationships with open communication. She congratulated the 2022 graduates who had shown resilience and resolve. She was ready to move forward and to build her skills of analysis.

Vice Chair Rabasa extended her appreciation to the 4J community. She said that the year had been the most arduous in recent memory. She was in awe of what students and staff members were able to accomplish. She said that leadership needed to determine what they could do better moving forward. She wanted to redefine and reimagine the district. She cited Maya Angelou “Do the best you can until you know better. Then when you know better, do better.” She asked for a collective call of encouragement. She said success would be the demonstration of joy.

Ms. O’Rourke shared her dismay at the way that she had been treated during board meetings. She said that her dissent was not an attack, it was an American right. She faced racism and tone policing at every board meeting. She hoped for change and to have those who disrupted board meetings to be removed. She would continue to push for culture change so that those who had been traditionally marginalized would be recognized. She wanted to invite communication, to support all students, and to eradicate racism.

XII. CONSENT GROUP - ITEMS FOR ACTION

1. Approve Meeting Minutes for the following Board Meetings: April 25, 2022 Work Session; May 18, 2022 Executive Session and Regular Board Meeting; May 23, 2022 Executive Session and Special Board Meeting; May 25, 2022 Executive Session and Special Board Meeting; June 1, 2022 Executive Session and Regular Board Meeting; June 8, 2022 Executive Session and Special Board Meeting
2. Consider for Approval North Eugene High School and Triangle Lake High School Soccer Programs to Co-Op During the 2022–23 Season
Presenter: Patrick Brown, District Athletic Director
3. Approve Inclusion of Professional Development Time in Calculation of Instructional Time for the 2021–22 School Year
Presenters: Dr. Brooke Wagner, Assistant Superintendent for Instruction and Oscar Loureiro, Director of Research and Planning
This item was pulled from the consent agenda to be discussed as an item for action.
4. Elementary Language Arts Adoption Purchase
Presenters: Eric Anderson, Director of Curriculum and Broke Wagner, Assistant Superintendent of Instruction
5. Elementary Health Curriculum
Presenters: Eric Anderson, Director of Curriculum and Brooke Wagner, Assistant Superintendent of Instruction

6. Approve Agreement with EEA to Increase Compensation for Staff in Summer School Programs
Presenter: Karen Hardin, Director of Human Resources
7. Approve Memorandum of Agreement with OSEA - Compensation for Staff in Summer School Programs
Presenter: Karen Hardin, Director of Human Resources
8. Approval of Private Alternative Education Options Contracts
Presenters: Katherine Lange, Director of Student Services; Holly Langan, Director for Support Service

Vice Chair Rabasa moved to approve the Consent Agenda with the exception of Item number 3. Ms. Kasija Kauffman seconded the motion, **which passed 7:0.**

XII. ITEMS FOR INFORMATION

1. Receive a Report on School Climate Survey Data for 2021–22 School Year
Presenter: Oscar Loureiro, Director of Research and Planning

Mr. Loureiro said that the school climate surveys had closed the previous Friday. There was a survey for grades 6-12 and one for grades 3-5. The district had incorporated questions from the U.S. Department of Education.

Mr. Loureiro reviewed the data that was also included in the board packet. The responses of the secondary survey mirrored closely the profile of the district. After a significant drop in 2020-21, the rates of bullying and harassment returned to pre-pandemic levels. There was a positive trend in the percentage of students who felt that staff members would listen and take action against reported bullying and harassment.

Mr. Loureiro also indicated that there was an increase in rates of observed bullying and harassment. The LGBTQ+ community disagreed or strongly disagreed that they felt safe at their school at rates significantly higher than the total school population. In addition, African and Native American students indicated that they disagreed or strongly disagreed with the statement “I feel like I belong.”

The survey at the elementary level in grades 3-5 was shorter. Mr. Loureiro reported that the trends over time mirrored those at the secondary level. Data indicated that Native American, Alaskan Native and African Americans disagreed with the statement “I feel safe at my school.”

Chair Newman asked whether any board members had questions. Mr. Lafer asked why the data was so different during the 2020-21 year. Mr. Loureiro and Ms. Wagner agreed that when one brought a focus to something, the data tended to increase over time. Ms. Wagner said that district staff planned to unpack the data over the summer and to make a plan of action. In response to an additional question from Mr. Lafer regarding bathroom safety, Ms. Wagner said that she and Mr. Loureiro would share the full report of disaggregated data as soon as it was available. She added that they would be willing to return after the summer to share their findings and plans with the board.

2. Discuss the New Camas Ridge School Building
Presenter: Gordon Lafer

Chair Newman opened the discussion regarding concerns about the Camas Ridge Elementary School design.

Mr. Lafer said that he wanted to remove the interior classroom windows. He considered them unsafe during an emergency and a distraction to learning. He asked to find out what the cost of removing them would be. Mr. Lafer continued that he wanted to add windows to the exterior of the building, similar to those at Edison Elementary School. He asked what the cost would be for those as well.

Ms. Hsu shared that she was an interior designer who had designed many library and school spaces. She asked to have access to a complete set of plans so that she could make informed questions and comments. Chair Newman said she would get a set for her.

Vice Chair Rabasa suggested that Ms. Hsu go to Camas Ridge and get feedback from staff about what they like at the current building. She continued that she appreciated that the walking path had been extended, but it was still not fully accessible around the play fields. She asked whether that could be changed. Ms. Rabasa added that she wanted to recycle as many usable parts of the old school by deconstructing it with a “green” goal in mind.

Ms. O’Rourke said that she had been waiting to hear for a report from the district regarding the past concerns. She said that the district had a record of spending funds inequitably and compared the new Edison Elementary School to the plans she had seen for the new Camas Ridge. She added that she wanted to review the funds that were available to Kelly Middle School and Yujin Gakuen in the North Eugene region. She asked for a clear timeline of the next steps for the rebuild and her other questions.

Chair Newman asked for input regarding the dates for a report from staff. Mr. Lafer replied that he wanted to hear from Mr. Tucker. Vice Chair Rabasa said she did not believe that the current building was to be razed for a few months. She said she would appreciate getting a written report if the board could not meet soon with Facilities staff. She reiterated her desire to deconstruct the building carefully and reuse as many materials as possible.

Chair Newman said that she would ask Facilities staff to respond as soon as possible, and not wait until August if the timeline indicated things were moving quickly. Ms. O’Rourke asked to see the questions before they were sent so that everything was included and wanted to hear back within two weeks. Ms. Newman suggested they ask staff to review the recording. Ms. Hsu and Ms. O’Rourke asked to have access to the plans as soon as possible.

XIII. ITEMS FOR ACTION

1. Approve a Resolution Adopting the 2022–23 Budget, Making Appropriations, Imposing and Categorizing Taxes
Presenters: Cydney Vandercar, Superintendent and Andrea Belz, Director of Financial Services

Vice Chair Rabasa moved to Approve a Resolution Adopting the 2022–23 Budget, Making Appropriations, Imposing and Categorizing Taxes. Ms. Hsu seconded the motion.

Mr. Lafer asked to amend the resolution to *direct the Superintendent to initiate a pilot project to place three full-time licensed teacher-librarians in three of the district's highest needs elementary schools. This will be a five-year pilot program. The Board further directs the superintendent to allocate up to \$20,000 to evaluate the impacts of this pilot project. Funding for the first two years of the project should come from existing district ESSER funds. In subsequent years of the project, the Board will assess available sources of ongoing funding.*

Vice Chair Rabasa accepted Mr. Lafer's friendly amendment. Ms. Hsu and Ms. Hasija Kauffman endorsed Mr. Lafer's request.

In response to Ms. Hays, Mr. Lafer clarified that the project would be for five years, but there would only be funding from ESSER funds for two years. Consideration would be made to prioritize the funding for the five-year pilot program. Ms. Hays hoped that the focus would be on buying books as opposed to gathering data which might be available from other sources.

Mr. Lafer responded that there was a limit of \$20,000 to evaluate the program in the district. Ms. Rabasa added that the funds would be used to gather the data to support the program beyond the pilot years.

Ms. O'Rourke supported the project.

Chair Newman said that in previous conversations, the pilot had been discussed as a two-year commitment. While she supported the program, she could not commit to a five-year pilot because it was beyond the scope of available funds. She wondered whether the pilot could be passed as a two-year program with an opportunity to continue.

Ms. Hasija Kauffman said that librarians supported students in critical thinking, and learning how to do appropriate research. They also played a crucial role in the emotional support of students. She said that approving the amendment would indicate the board's intention to fund what they believed in, and was aware that they might have to make decisions later whether funding was available.

Mr. Lafer responded that the pilot had always been discussed as a five-year project. If necessary, the board might need to prioritize spending in order to continue it past the first two years of funding.

Ms. Hsu said that libraries were a centrally located place in every school and librarians interacted with every student.

Ms. Hays called for the vote for the resolution with Mr. Lafer's amendment. **The motion passed 7:0.**

2. Adopt Resolution #2022-15 for Supplemental Budget No. 1, Making Appropriations for the 2021-22 Fiscal Year

Presenter: Andrea Belz, Director of Financial Services

Ms. Belz reported that free breakfast and lunch had been available to all students during the 2021-22 school year. The district was seeking appropriations through a supplemental budget to cover the amount not provided by the government for the cost of food and staff salaries.

Vice Chair Rabasa moved to adopt Resolution #2022-15 for Supplemental Budget No. 1, Making Appropriations for the 2021-22 Fiscal Year. Ms. Hays seconded the motion. **The motion passed 7:0.**

3. Consider for Adoption the Board Meeting Calendar for the 2022-23 School Year
Presenter: Judy Newman, Board Chair

Vice Chair Rabasa moved to adopt the board meeting calendar for the 2022-23 school year. Ms. Hasija Kauffman seconded the motion, **which passed unanimously.**

4. Consider the Adoption of Board Policy KGBB – Firearms Prohibited
Presenter: Christine Nesbit, General Counsel

Vice Chair Rabasa moved to adopt Board Policy KGBB. Mr. Lafer seconded the motion. Ms. O'Rourke proposed an amendment which would read "people with concealed carry licenses may keep firearms or ammunition in a locked, privately owned or leased motor vehicle in K-12 school parking areas, provided that the firearm or ammunition is not in plain view." Ms. O'Rourke also raised her concern regarding persons who transported children and assisted during school sponsored events.

Chair Newman referred to similar language regarding storing weapons in locked vehicles in the current proposed policy and asked whether it could be made more visible to satisfy Ms. O'Rourke's request.

Ms. Nesbit suggested that the best way to address the issue of guns carried during field trips and transporting children in private vehicles to school sponsored events, which was highly discouraged, would be to add language in the volunteer guidelines.

Mr. Lafer said that there was no evidence that a policy or that concealed weapons would stop school shootings. However, he supported the policy because it would send a message of support that the district was aware of the mental health issues related to the concern about concealed weapons on campuses. He was also concerned about the level of anger and entitlement displayed in board meetings regarding the carrying of weapons. He wanted to form a study group comprised of a sampling of the community, the purpose of which would be to revise the policy if necessary.

Vice Chair Rabasa asked Mr. Lafer to make a motion regarding the committee after the vote on the policy. She thanked all those who had presented their views. She asked Ms. Nesbit whether the policy could be amended to add language regarding securing weapons in cars prior to arriving on campus.

Ms. Nesbit said that language could be added, and urged the board to include legal counsel if they moved forward with forming a committee. She added that the policy to amend regarding private transportation was Board Policy EEAE-Student Transport in Private Vehicles. She asked again to see the specific language from Ms. O'Rourke.

Ms. O'Rourke rescinded her amendment because there was already language to cover firearms locked in a vehicle with ammunition removed on line 3 of the policy.

Chair Newman acknowledged that persons who possessed legal firearms had gone through training and were safe users, however she still supported the policy. She also wanted to get more information to learn how the district could make schools safer through other measures.

Vice Chair Rabasa asked whether the board would be adding language to ensure that the transfer of a gun from a holster to the glove compartment would occur prior to coming on campus. She felt it necessary to reiterate in the policy that a gun should not be on a person before they entered school property.

Ms. Nesbit asked for approval of the current policy. She was concerned that there might be challenges if the wording was changed. Ms. O'Rourke hoped to amend the policy to be more readable. Ms. Nesbit suggested either approving the policy that evening and revising it at a later meeting or waiting until it could be revised before approval at a later meeting.

Ms. Hasija Kauffman asked whether it would be possible to create guidance for policies that might be challenging to understand. Ms. Nesbit said that implementation and signage might clarify the policy, but she was ready to make it more readable and return to have it approved.

Chair Newman called for the vote on the policy as written in the board package. **The motion passed 7:0.**

There was further discussion regarding amending the policy, creating a workgroup to discuss the efficacy of the policy, and to review Policy EEAE to address the issue of concealed weapons on field trips and in personal vehicles during transportation of students. Ms. Hasija Kauffman and Vice Chair Rabasa added that they wanted to review school safety from all aspects.

5. Consider Adoption of a New Board Policy – Information about Statewide Testing
Presenter: Christine Nesbit, General Counsel

Vice Chair Rabasa moved to adopt a new Board Policy regarding information about statewide testing, as provided in the board packet. The policy code would be applied after approval. Mr. Lafer seconded the motion. **The policy passed unanimously, 7:0.**

6. Organize the Board of Directors for the 2022–23 School Year
 - a. Elect Board Officers

Ms. O'Rourke moved to appoint Maya Rabasa as Chair for the 2022-23 school year. Ms. Hasija Kauffman seconded the motion. **The motion passed 7:0.**

Ms. O'Rourke moved to appoint Gordon Lafer as Vice Chair for the 2022-23 school year. Ms. Hsu seconded the motion. **The motion passed 7:0.**

- b. Authorize the Chair and Vice Chair to Sign for the District During the 2022–23 Fiscal Year

Chair Newman moved to authorize Ms. Rabasa and Mr. Lafer to sign for the district during the 2022-23 fiscal year. Ms. Hasija Kauffman seconded the motion, **which passed unanimously, 7:0.**

7. Adoption of the Superintendent Contract for the 2022-23 School Year.
Presenter: Gordon Lafer

Mr. Lafer moved to adopt the contract as provided, with the modification that it was a three-year contract, not two-year. Ms. O'Rourke seconded the motion, **which passed 7:0.**

8. Approve Inclusion of Professional Development Time in Calculation of Instructional Time for the 2021–22 School Year

Presenters: Dr. Brooke Wagner, Assistant Superintendent for Instruction and Oscar Loureiro, Director of Research and Planning

This item had been pulled from the consent agenda for discussion prior to voting.

Vice Chair Rabasa moved to approve inclusion of professional development time in the calculation of instructional time for the 2021-22 School Year. Ms. O'Rourke seconded the motion.

Vice Chair Rabasa asked Ms. Wagner which levels would use their professional development time, and how many minutes they would use.

Ms. Wagner answered that elementary schools and middle schools were required to have 900 minutes of instructional time. At the elementary level, schools had logged 895.6 minutes, and at the middle school, 909.6. At the high school level, grades 9-11 were required to provide 990 minutes of instructional time and had ended the year at 986.4 minutes. In grade 12, schools were required to provide 966 minutes of instructional time and had provided 957.2.

Chair Newman called for the question. **The motion passed 7:0.**

9. Consider Approval of Instructional Allowances

Presenters: Christine Nesbit, General Counsel and Dr. Brooke Wagner, Assistant Superintendent for Instruction

This item was moved from section XIV-Items for Action at a Future Meeting.

Ms. Nesbit said that Superintendent Vandercar and incoming Superintendent Dr. Dey were asking the board to approve the use of thirty hours of non-instructional activities in the calculation of total instructional minutes in advance of planning for the summer.

Mr. Lafer said that he wanted to authorize use of all of the allowed non-instructional time, instead of thirty hours. Ms. O'Rourke also wanted to add recess as an approved non-instructional time.

Vice Chair Rabasa moved to authorize the superintendent to use all allowable non-instruction time as designated by the Oregon Department of Education as instructional minutes, including recess, professional development, and parent teacher conferences. Ms. O'Rourke seconded the motion. **The motion passed 7:0.**

XIV. ITEMS FOR ACTION AT A FUTURE MEETING

1. Consider for Adoption – Secondary Social Studies Curriculum

Presenters: Eric Anderson, Director of Curriculum; Justin Huntley, Curriculum Administrator; Jenoge Khatter, Secondary Social Studies, Teacher on Special Assignment; Brian Brancato, U.S. History/AP, Teacher (Sheldon High School); Shanna Davis, Grade 8 Teacher (Spencer Butte Middle School)

Chair Newman introduced Mr. Anderson district director of curriculum to present on the topic.

Mr. Anderson said that the team would be requesting approval for the first of three rounds of instructional materials that evening and would present information regarding eight of the courses. He introduced Mr. Khatter and Ms. Davis to share details on the courses and materials request.

Mr. Khatter gave introductory remarks regarding the timeline of the curriculum adoption which would culminate in professional development in August 2022. He then shared the makeup of the team which included both men and women and BiPOC and White staff members.

Mr. Khatter said that the Equity Tool had been implemented at numerous points along the process and that each dimension of the tool had been addressed. He added that the team continually considered the input of students to determine which materials would create a more collaborative, energizing, and compelling environment and positively impact attendance, engagement, and performance.

Mr. Khatter reviewed recent legislation that required the teaching of certain topics including tribal and shared history, high school civics, genocide and holocaust education and the implementation of ethnic studies standards.

Following was a review of core texts and supporting materials that would be used in each grade for middle and high school for each social studies topic. Requirements for International Baccalaureate and Advanced Placement courses were taken into consideration. The main idea was to have a robust classroom library of texts available to supplement the core texts and support alternative ways of learning and perspectives.

Vice Chair Rabasa asked fellow board members to consider approving the request for materials. She also asked to approve additional supplemental materials.

Ms. Hasija Kauffman appreciated the care that had gone into creating the list of curricular materials. She asked Mr. Khatter to describe how training and implementation would occur.

Mr. Khatter responded that over the summer a team of teacher leaders would determine how to model the sequence of materials and would create suggested student activities and present them to teachers in August.

Mr. Lafer asked what the team considered the minimum requirements to proceed for a fall implementation. He also wondered whether there would be room for teacher creativity or would all teachers be required to teach the same lessons. He wanted to allow flexibility in teaching while at the same time covering the state standards.

Mr. Khatter said that they were trying to provide a solid foundation to use the models and methods. There would be some topics that would be covered across the district, such as the Holocaust, but latitude would be given on other subjects as long as it could be demonstrated through assessment that the state standards had been addressed.

Ms. Davis added that teachers shared many different resources and would have choice in how they presented the materials.

Mr. Khatter said his hope was that when teachers suggested additional materials, those materials could be added to a vetted list that could be used by all.

Chair Newman thanked Mr. Khatter for the extensive work he had done to prepare his presentation. She was impressed with the reading list. Ms. Newman was curious whether the concerns regarding ninth grade curriculum could be resolved so that it could move forward as well.

Mr. Anderson said that the Instructional Teams had expressed concerns that needed to be addressed and clarified before they were ready to move forward with ninth grade curriculum. The group was given feedback multiple times that the curriculum was not ready to be implemented and the core text that had been chosen did not fit with the scope and sequence. The team was concerned that they would not have consistent outcomes.

Mr. Anderson added that the creation of a Humanities block caused concern amongst teachers that the plan that had been developed would not work. Mr. Anderson decided to postpone implementation at ninth grade until they could get feedback from all stakeholders.

Ms. O'Rourke was prepared to vote on the item as recommended. She wondered whether it would be possible to also vote on additional texts for ninth grade. Ms. O'Rourke was equally concerned that the curriculum materials for the Early College and Career Options (ECCO) program and online learning programs were vastly different than those of the five other high school programs. She said that they indicated a less than, more than model which was not appropriate.

Mr. Anderson said that eight of the seventeen curricula had been presented that evening. The team would be returning at a later date to ask the board to approve the rest, including those for ninth grade. He said that some of the steps, including getting input from community stakeholders, had not been completed. He wanted to make sure that the administrative rules that correlated to the instructional policy were followed.

Mr. Huntley, Curriculum Administrator, expressed his concern that if the district were to purchase ninth grade materials, the textbook would only cover 30% of the core standards.

In response to additional comments by Ms. O'Rourke, Mr. Huntley said that the goal was to provide a similar set of standards at each grade so that material was not covered twice. Ms. Davis remembered having to collaborate with other teachers to find appropriate materials for a class on indigenous communities that did not include macro- and micro-aggressions. She hoped that a well vetted new curriculum would provide new teachers with a foundation so that they would not experience what she had. She added that social studies was different from most curriculum because lessons were taught based on certain contents, such as World War II or the French Revolution, and not necessarily sequentially.

Mr. Khatter answered Ms. O'Rourke's question regarding ECCO and Eugene Online Academy. He said that the curriculum chosen was more suited to the model of interest-based learning. He added that teachers could add content from the curated lists of materials.

Vice Chair Rabasa wondered when the last time the administrative rules and board policy had been reviewed and whether they were impeding the work. Ms. Rabasa asked to hear why the committee had only made certain recommendations that evening. Mr. Khatter showed information regarding the team selection for core texts for ninth grade Global Studies. He said that the committee hesitated to recommend a single text for the whole district because there were many choices that teachers could make and that would provide good content. He showed slides which listed the common core units and themes, the priority standards to drive instruction, and the core learning outcomes.

Mr. Anderson said that the committee had curated many resources but did not have enough buy in amongst the four schools to move forward. After a discussion with Ms. Rabasa, Mr. Anderson reiterated that he was concerned that adopting the ninth-grade curriculum would deter collaboration, not increase it. Ms. Rabasa expressed her concern that the old materials contained micro- and macro-aggressions and wondered out loud whether they were better than adopting new materials that were not fully supported. Mr. Anderson said that he was still concerned that not all stakeholders had given their input.

Mr. Anderson said that he took full responsibility for not catching the concerns with the curriculum earlier.

Ms. Hasija Kauffman was concerned that using old materials in ninth grade after new materials in eighth grade would be a set-back for students. She wondered what the timeframe was to finish the process and also wondered how alignment across the district was defined. Ms. Davis said that the goal was to have the first trimester defined before the beginning of school and to work forward from there. Mr. Anderson responded that there needed to be evidence of scope and sequence in ninth grade before the Instructional Leadership Team felt comfortable moving forward to ask teachers for their approval. He added that the process was challenged by teachers who had developed lesson plans over time that worked and might not want to change.

Mr. Lafer asked Mr. Khatter whether he had any input. Mr. Khatter said that the committee and the ninth grade team wanted to hear from more stakeholders. There were concerns about the effectiveness of the administrative rules. Mr. Khatter said that if the district did not adopt books immediately or in the near future, teachers might want to wait until 2025 to see whether new materials were available.

Mr. Lafer thanked the team to get the type of input and vetting that was necessary. He was trying to balance the process with what might be best for students and was weighing on the side of purchasing materials even though they had not been thoroughly vetted. He asked what would be the latest date to acquire the new materials and still have time to prepare lessons.

Mr. Anderson said that the next step would be to bring together the ninth grade team and have conversations regarding producing consistent outcomes across the district. He was excited that the team was ready to pass the eight curriculum that were ready and was concerned that the conversation was focused on the one that was not ready. He recognized that he was in a predicament regarding the ninth grade adoption. He said that the district had lost teachers in the past when adoptions were not done properly. He wanted more time. Mr. Lafer asked whether there would still be time before the beginning of school. Mr. Anderson did not think that teachers across the district were ready. Mr. Khatter proposed that the district wait until the 2025

recommendations and use the time to create a vetted list of materials and prioritize common content.

Ms. Hsu moved to adopt the curriculum with the addition of the committee's recommendation for ninth and tenth grade materials. Ms. O'Rourke seconded the motion.

Ms. Hays asked for clarity on the motion. She remembered that a prior board had approved a math adoption in the past without adhering to policy and it had caused great harm. She could not support moving forward curriculum that teachers and principals had not agreed on. She asked Mr. Anderson to clarify whether the motion was following the policy and process. Mr. Anderson agreed that it was not. He said that it would set the precedence that future adoptions might be handled the same way. Ms. Hays asked whether there might be a compromise that did not disregard policy but was inclusive and transparent.

Ms. O'Rourke said that the current process was not the same as the prior experience. She said that the curriculum had been vetted and was better than what was being used. The issue was that it was being bogged down in bureaucracy. Ms. O'Rourke called for the question. Ms. O'Rourke, Ms. Hsu, Ms. Hasija Kauffman, Mr. Lafer and Ms. Rabasa voted yes, and Ms. Hays and Chair Newman voted no.

The motion to approve the curriculum with the addition of the committee's recommendation for ninth and tenth grade I.H.S. passed 5:2. Ms. O'Rourke, Ms. Rabasa, Ms. Hasija Kauffman, Mr. Later and Ms. Hsu voted yes, and Ms. Hays and Chair Newman voted no.

Ms. Rabasa wanted to make sure that staff understood that the approval allowed them to move forward with purchasing materials.

2. Consider Approval of Instructional Allowances
Presenters: Christine Nesbit, General Counsel and Dr. Brooke Wagner, Assistant Superintendent for Instruction

This item was moved to Items for Action as item XIII.9.

3. Consider Revisions to Board Policy JHCD/JHCDA – Medications
Presenter: Christine Nesbit, General Counsel

Ms. Nesbit said that if the board approved the policy at a future meeting, they would be authorizing personnel to administer naloxone to a person believed to be experiencing an overdose of an opioid. She added that there was an identified need for staff to administer the drug.

In response to Ms. O'Rourke's comment whether the policy should be passed that night because of need, Ms. Nesbit said that action could be taken by the board, but she urged the board to follow the procedure of allowing the public to respond to the policy and then to approve it at the next meeting.

Ms. O'Rourke moved to pass the policy that evening in the interest of possibly saving lives. Ms. Hsu seconded the motion.

Chair Newman asked how training would be provided and proven. Ms. Nesbit said that persons would be identified to be trained and would be designated to administer the drug.

Vice Chair Rabasa said she appreciated the call to approve the policy right away. She did not anticipate push back from the community but was prepared to answer to it if necessary.

Chair Newman called for the vote to approve revisions to Board Policy JHCD/JHCDA – Medications, **which passed unanimously, 7:0.**

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

Chair Newman reviewed the list of items to be addressed as a result of discussion during the meeting: to review additional possible revision of Board Policy KGBB-Firearms; to create a workgroup regarding the efficacy of Board Policy KGBB-Firearms; to revise Board Policy EEAE- Student Transport in Private Vehicles to include restrictions on firearms in private vehicles; to receive a report by Mr. Tucker and Mr. Spain regarding Camas Ridge Elementary School design; and to have a timeline for construction sent to Ms. Hsu and Ms. O'Rourke for their review.

Ms. O'Rourke asked to discuss as an item for action the implementation of existing board policy for removal of persons who disrupt public meetings.

Vice Chair Rabasa asked to discuss the plan for resuming in-person meetings.

Chair Newman asked to review board policy for curriculum adoption, which was last revised in 2018.

Mr. Lafer extended his thanks to Chair Newman for her leadership during the past year.

2021–22 Board Meeting Dates:

JUNE: Wednesday, June 29

XVI. ADJOURN

Chair Newman adjourned the meeting at 11:42 p.m.

Andy Dey
District Clerk

Maya Rabasa
Board Chair

(Recorded by Eliza Drummond)

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

Date: June 29, 2022

The Board of Directors of School District No. 4J, Lane County, Eugene, Oregon, held an executive session at 7:15 p.m. and a special session immediately following via video conference and at the Education Center, 200 North Monroe Street in Eugene, Oregon. Notice of the meeting was mailed to the media and posted in the Education Center on Friday, June 24, 2022 and published in *The Register-Guard* on Tuesday, June 28, 2022.

ROLL CALL

BOARD MEMBERS:

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

STAFF:

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

MEDIA:

KRVM, The Register-Guard, Double Sided Media

I. EXECUTIVE SESSION

The board convened in executive session to consider records that are exempt by law from public inspection pursuant to ORS 192.660 (2)(f), and to conduct deliberations with persons designated by the governing body to carry on labor negotiations pursuant to ORS 192.660 (2) (d).

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

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

II. SPECIAL BOARD MEETING

Chair Newman called the special session to order at 8:47 p.m. All board members were present except for Keerti Hasija Kauffman who had been excused because of a prior

commitment. Chair Newman reported that there was one action item resulting from the executive session.

Vice Chair Rabasa said that the board had determined that a complaint filed on April 30, 2022 had merit and on advice of Counsel moved that a letter, in a form approved by the board and signed by the Board Chair, be placed in the file of the responding party. A copy of the letter would also be provided to incoming Superintendent Dey. Ms. O'Rourke seconded the motion.

The motion passed 4:2 with Vice Chair Rabasa, Ms. O'Rourke, Mr. Lafer and Ms. Hsu voting yes, and Chair Newman and Ms. Hays voting no.

III. ADJOURN

Chair Newman adjourned the meeting at 9:00 p.m.

Andy Dey
District Clerk

Maya Rabasa
Board Chair

(Recorded by Eliza Drummond)



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

August 3, 2022

Title

Approve Implementation of salad bars at Middle and High Schools

Presenter

Jill Cuadros, Nutrition Services Manager

Background

In an effort to reduce highly processed food selections, expand procurement of local food, and increase scratch-based school food, the district in July 2019 began self-management of school nutrition programs after contracting for nearly two decades with Food Service Management Companies. The transition required an investment in equipment and supplies, including purchase for all elementary schools offering (salad) bars with electricity to maintain safe food temperatures throughout meal service. The all-you-care-to-eat from the offering bar opportunity for K-5 students across the district supported the program initiative to expand nutritionally literacy while also supporting healthy food choices. In March of 2020, our momentum for increasing the volume and variety of fresh fruits and vegetable was stalled due to COVID. Finally in March of 2022, we have been successfully re-opening the offering bars across the district.

The full return to learning onsite allows the program to return to the startup plan by undertaking phase two, which is to outfit our middle- and high-school levels with size-appropriate, electric and shielded offering (salad) bars.

Menus and Offering Bars

Nutrition Services managers build menus to reflect the goals for increasing student participation, increasing scratch-prepared meals, increasing locally-sourced inventory, reducing highly processed food, and expanding nutritional literacy. Critically, a variety of meal components (meat/meat alternative, grains, fruits, vegetables, and fluid milk) is required for all meal service. Menu development and nutrition analysis software has been important to distributing new recipes to staff and remains a critical operational effort. Finally, in addition to nutritional and sourcing considerations, the management team has made an effort to make food appealing to students with similar entrée options available for vegetarian and gluten free preferences, reducing the stigma and improving access to nutritious meal options to students with dietary restrictions or allergen considerations.

Students in secondary schools choose more grab and go options just by the nature of their meal breaks and social habits. The offering bars are a critical component of improving student opportunity to choose healthy school meals as they feature fresh and local produce – including seasonal options that expand awareness. Notably, we see a substantial decrease in food waste

when students are allowed to make their own selections, such as from the offering bar rather than pre-selected options offered in the entrée line. Because the offering bars are available to both students participating in school meals and students bringing meals-from-home, we are providing an additional layer of food stability and opportunity for nutritious choices for all students.

Offering bars allow students to return for an all-you-care-to-eat experience, and for secondary students, the opportunity for grab and go items. Finally, we all eat with our eyes. Walking into any cafeteria and seeing clean, appropriate temperature, shielded fresh fruits, vegetables, salads & side dishes, we are creating an inviting, nurturing and hunger-free environment. Examples of local organic fruits and vegetables that have been featured each week since we have been self-operating include:

- Asian pears
- Watermelon radishes
- Pluots
- Bok choy
- Heirloom cherry tomatoes
- Kiwi Berries
- Rainbow Carrots
- Purple Potatoes
- Farm fresh grapes
- Italian Plums
- Many wonderful varieties of local apples

Offering bars align with the districts effort for health and nutrition equity work by ensuring that all students, regardless of school, have access to fresh fruits and vegetables in an all you care to eat style when possible. When elementary schools implemented the new salad bars, we received overwhelmingly positive feedback from students, parents and staff. Salad bars were a challenge during COVID and were not reintroduced to elementary students until the spring of 2022, and again with overwhelmingly positive feedback. During the last few years with most salad bars not possible due to classroom eating or grab and go meal bags, feedback included students still being hungry. In schools where salad bars were offered, we reduce hunger as students can grab an apple or bag of carrots to take as a snack after lunch. For upper levels, entire meals are available in a grab-n-go format, and are often very attractive for students who enjoy eating outside of the cafeteria environment.

Implementing salad bars at secondary schools renews the original start up effort and provides the same updated equipment to all sites with improved food safety features. High school lunches specifically need a refresh and the salad bar is one of the best ways to provide additional food to students who may need more calories and food to fill up during the day.

This recommendation is to complete the implementation of new salad bars at all 4J meal locations for a cost of \$168,880 for 16 units, supported by bond funds set aside for this purpose when the self-op decision was made. Similar to the elementary implementation, some cafeterias may require modifications for access to electrical outlets, such as dropping from the ceiling or moving an outlet; this work is typically completed by 4J Facilities.

Recommendation

The Superintendent recommends that nutrition services move forward with the implementation plan to install salad bars at secondary schools throughout the district as noted above.





ITEM FOR INFORMATION

Date

August 3, 2022

Title

Board Committee Assignments

Presenter

Maya Rabasa, Chair

Background

Annually the board chair will make assignments of board members to committees and associated bodies.

List of 4J Committees, Boards on Which Members Serve

Committee Name	Authority	Type of Body	Membership Requirements	Staff Contact	Meeting Frequency	BOARD MEMBER
Budget Committee	ORS 294.414	Standing Required by statute	All members of the governing body and equal number of electors within the district	Finance Director 541-790-7706	4 – 5 times annually	All
Equity Committee	New Law - 2021- defines Membership and function	Advisory to Board and Superintendent	SB 732- appointed by the superintendent and School Board member Board's role TBA	Directors of Equity, Inclusion and Instruction 541-790-7706	Monthly	Maya Michelle
Audit and Finance Committee	Board Direction as per the Committee Charter Adopted December 3, 2014	Standing Committee of the Board	Two Board Members	Finance Director 541-790-7706	1 – 3 times annually	Judy Alicia
Charter School Council	Board Policy LBE	Standing Committee of the Superintendent	Staff members representing instructional and administrative disciples and one board member	Assistant Superintendent 541-790-7706	Quarterly	Laural
Instructional Advisory Council	Board Policy IIA and Administrative Rule IIA-AR	Standing Committee of the Superintendent	Membership includes parents, teachers, and administrators representing relevant student groups (e.g., elementary, secondary, special education), Board representatives and others appointed by the superintendent or designee.	Assistant Supt & Curriculum Director 541-790-7706	1-3 annually as needed	Keerti Gordon
Lane Council of Governments Representative	Lane Council of Government membership requirement	Standing	(As long as school district is a member); the governing body of LCOG is its Board of Directors, comprised of local elected and appointed officials designated to represent member agencies.	Brenda Wilson 541-682-xxxx (LCOG Executive Director)		Laural
Eugene Education Foundation		Standing	Board member serves in an ex-officio role	Dana Fleming (541) 790-7744	Monthly	Judy
Long Range Facilities Advisory and Bond Oversight Committee	Created to involve community stakeholders and ensure accountability of Bond Funds	Standing Committee of the Superintendent	Community members representing trades, construction industry, and business community and two board members	Chief Operations Officer & Director of Facilities 541-790-7706	Quarterly	Keerti Gordon

List of 4J Committees, Boards on Which Members Serve

Lane ESD Budget Committee		Standing	One board member and one alternate	Chief of Staff 541-790-7706	1 – 4 times annually	Alicia Judy (alternate)
Legislative Committee		Standing Committee of the Board	Three members of the board.	Chief of Staff 541-790-7706	2 – 4 times annually	Judy Keerti
North Region Planning Committee		Committee of the Board and Superintendent	Two board members	Superintendent 541-790-7706	monthly	Michelle Maya
Student Voice Subcommittee		Subcommittee of the Board and Superintendent	Two-Three board members	Superintendent 541-790-7706	2 – 4 times annually	Laural Maya Michelle
Mental Health Subcommittee		Subcommittee of the Board and Superintendent	Two-Three board members	Superintendent 541-790-7706	2 – 4 times annually	Laural Maya Michelle

- *Phone number (541-790-7706) belongs to Lisa Fjordbeck. Please contact Lisa to coordinate meetings and staff contact.*



ITEM FOR ACTION

Date of Meeting

August 3, 2022

Title

Approve Resolution of Complaint

Presenter

Maya Rabasa, Board Chair

Background

Board policy KL and implementing regulation KL-AR describe the board process for resolving complaints made by members of the public. On June 29, the board reviewed and considered such a complaint in an executive session held pursuant to ORS 192.660(2)(b).



ITEM FOR ACTION AT A FUTURE MEETING (First Read)

Date of Meeting

August 3, 2022

Title

Consider for Approval Resolution 2023-05 Concerning Protective Measures to Insure Safe Public Meetings

Presenters

Andy Dey, Superintendent

Summary

The purpose of resolution 2023-05 is to insure that in-person public meetings of the board are held in a manner that that is healthy and safe for community members, students, staff and school board.

The resolution provides that:

- Individuals attending an in-person public meeting of the board or other district body, regardless of vaccination status, will be required adhere to Oregon Health Authority (OHA) or Centers for Disease Control and Prevention (CDC) guidelines regarding COVID.
- The board chair is authorized to rescind or modify the masking requirement when consistent with guidelines from health authorities
- The board chair may order additional safety measures necessary for in-person public meetings.
- The board chair may choose to recess the meeting; go to a virtual meeting format or adjourn and reschedule for another date, depending on the safety and health concerns present.

The resolution takes effect upon its passage and expires on June 30, 2023 unless rescinded or extended further. It applies to all in-person public meetings of the board or other district body, including board subcommittees, budget and equity committees.

Additional Background

As the district begins to resume on-site teaching and learning for staff and students, health and safety measures require consideration. In addition, as the district once again begins to hold in-person public meetings, the board and superintendent are looking to implement safety measures that ensure the wellbeing of all persons in attendance.

The previous two years have been hard on staff, students, and families. While changes in health and safety measures can add anxiety, they are important for maintaining consistent in-person activities.

Meetings of the school board are often attended by members of the public who remain in an indoor congregate setting for a sustained period of time. Public meetings serve various purposes, including: informing and engaging community members, receiving feedback and recommendations, promoting transparency, and advancing accountability of leadership.

Many staff members are required to attend board meetings, and student board representatives are encouraged to attend.

The board has a legal responsibility to furnish a safe place of employment; In Oregon, all employees have a right to a safe workplace. According to [Oregon OSHA Worker Health and Safety guidance](#), “The law requires employers to provide their employees with working conditions that are free of known dangers.” School district leaders should consider this guidance when planning public meetings that school district employees will attend as part of their professional duties. Intentionality and forethought support the facilitation of safe, effective, and efficient meetings.

While it is impossible to anticipate every scenario, if there are threats or anticipated disruptions, planning ahead is helpful. Depending on the severity of the potential threat or disruption appropriate action should be prepared. If there is a threat which could endanger the health or safety of any individuals, coordinating with law enforcement and mental health experts can promote safety. Law enforcement may be invited to be present at meetings. District leaders may seek advice from law enforcement on specific situations that may arise, and whether the meeting should be held in-person, online, or at all.

The board should consider whether the potential disruption is significant enough to cancel the meeting, or to only provide access to the meeting electronically

As the board resumes in-person public meetings, it has expressed an intention to do so safely. This resolution is intended to ensure that in-person meetings of the board proceed in a manner consistent with public health recommendations and consistent with the board’s legal obligation to provide a safe working environment for staff members.

Options and Alternatives

The board may approve Resolution 2023-05, as written or amended, or may decline to do so.

Budget/Resource Implications:

None.

Recommendation:

The superintendent recommends approval of Resolution 2023-05 relating to safety measures to ensure safe public meetings.

RESOLUTION 2023-05
EUGENE SCHOOL DISTRICT 4J BOARD OF DIRECTORS
Protective Measures to Ensure Safe Public Meetings

WHEREAS:

1. On June 23, 2022 the Centers for Disease Control and Prevention (CDC) released an update to the COVID-19 community levels. Lane County was and is currently categorized to be in high transmission. This signals a need for additional layered prevention strategies to maintain safe, in-person programming and keep schools safely open for students and staff. The CDC asks that school districts and local public health authorities coordinate to determine appropriate layered prevention strategies in schools to reduce the spread of COVID-19;

CDC's [COVID-19 Community Levels](#) help communities and individuals make decisions on what COVID-19 prevention strategies to use based on disease transmission rates in the community. These levels factor in a combination of COVID-19 hospitalization rates, healthcare capacity, and COVID-19 cases;

2. The previous two years have been hard on staff, students, and families. While changes in health and safety measures can add anxiety, they are important for maintaining consistent in-person activities;
3. Meetings of the school board are often attended by dozens of members of the public who remain in an indoor congregate setting for a sustained period of time. Public meetings serve various purposes, including: informing and engaging community members, receiving feedback and recommendations, promoting transparency, and advancing accountability of leadership;
4. Many staff members are required to attend board meetings, and student board representatives are encouraged to attend;
5. The board has a legal responsibility to furnish a safe place of employment; In Oregon, all employees have a right to a safe workplace. According to [Oregon OSHA Worker Health and Safety guidance](#), "The law requires employers to provide their employees with working conditions that are free of known dangers." School district leaders should consider this guidance when planning public meetings that school district employees will attend as part of their professional duties. Intentionality and forethought support the facilitation of safe, effective, and efficient meetings;
6. ORS 339.341 Statewide School Safety and Prevention System requires the Department of Education shall establish and maintain the Statewide School Safety and Prevention System;
7. While it is impossible to anticipate every scenario, if there are threats or anticipated disruptions, planning ahead is helpful. Depending on the severity of the potential threat or disruption appropriate action should be prepared. If there is a threat which could endanger

the health or safety of any individuals, coordinating with law enforcement and mental health experts can promote safety. Law enforcement may be invited to be present at meetings. District leaders may seek advice from law enforcement on specific situations that may arise, and whether the meeting should be held in-person, online, or at all;

The board should consider whether the potential disruption is significant enough to cancel the meeting, or to only provide access to the meeting electronically.

NOW, THEREFORE, SO BE IT RESOLVED AND DIRECTED:

1. Individuals attending an in-person public meeting of the board or another district body, regardless of vaccination status, shall adhere to current layered prevention strategies as coordinated by the school district and local public health authorities.
2. The board delegates to the board chair its authority to order additional health and safety measures for in-person public meetings to the board chair, who shall give due consideration to guidance from Lane County Public Health, OHA, the CDC, 4J Student Wellness and School Safety team and local law enforcement.
3. For purposes of this resolution, a public meeting includes any in-person meeting of the board of directors, subcommittee of the board, an advisory committee to the board or superintendent at which members of the public are in attendance in-person.
4. Notice of rules issued pursuant to this resolution will be posted with clearly visible signage at entry points near the board meeting room and on the district website.
5. This resolution and rules issued pursuant to this resolution shall be interpreted and applied consistent with any more restrictive rule order or guidance that applies. Should an applicable law impose a requirement or create a right inconsistent with this order, such law will prevail.
6. The resolution expires on June 30, 2023 unless rescinded or extended further.

Adopted this ____ day of _____ by the Board of Directors for the Eugene School District 4J.

Maya Rabasa, Chair
Board of Directors, Eugene School District 4J



ITEM FOR ACTION AT A FUTURE MEETING

Date of Meeting

August 3, 2022

Title

Select the date of the Board Retreat

Presenter

Maya Rabasa, Board Chair

Background

Traditionally the board holds their retreat in late summer or early fall of each new school year.